

MEMORANDUM OF LEASE
(Shopping Center)

THIS LEASE is made as of the 27th day of December, 1992, by and between MAPLE JOINT VENTURE, a Nebraska general partnership, hereinafter referred to as "Lessor", and AMERICAN DRUG STORES, INC., an Illinois corporation, hereinafter referred to as "Lessee".

In consideration of the mutual covenants and agreements herein contained, Lessor hereby leases to Lessee the land and improvements to be constructed thereon, situated in the City of Omaha, County of Douglas, State of Nebraska, designated as "Drug Store" on Exhibit A attached to that certain lease between the parties hereto bearing even date herewith (hereinafter referred to as the "Leased Premises"), together with all appurtenances and the rights granted with respect to the Common Areas. The entire tract of land shown on such Exhibit A, of which the Leased Premises is a part, is legally described on Exhibit B hereto attached (such entire tract of land, any additions thereto and all improvements existing or constructed thereon are hereinafter referred to as the "Shopping Center") and is located at the northwest corner of 132nd Street and West Maple Road.

The term shall begin approximately November 1, 1993, and shall end approximately October 31, 2013, subject to all of the terms, conditions, provisions and covenants contained in that certain Lease between the parties hereto bearing even date herewith which are incorporated herein by reference; among such terms, conditions, provisions and covenants are the following:

Section 2.2. Options. Lessee shall have the options to four (4) successive extensions of the term of this lease for five (5) full lease years with respect to each such option, subject to the terms, covenants and provisions of this Lease. Lessee may exercise each such option by giving Lessor written notice thereof no less than four (4) months prior to the beginning of each such period of extension. The word "term" whenever used herein shall mean the original term and any extensions thereof unless the context otherwise requires.

Section 6.1. Use. The leased Premises may be used for any lawful retail purpose or no purpose, except the leased Premises may not be used for the restricted uses set forth in Section 12.5. Lessor hereby grants to Lessee, its employees and invitees, without charge, the right to use in common with others entitled to similar use thereof, all of the Common Areas, and the exclusive right to use that portion of the service areas, if any, including loading and unloading facilities, designed for use with the building on the Leased Premises. Lessor shall not

grant any rights with respect to the Common Areas or permit the use thereof by any persons other than the tenants and occupants of the Shopping Center (including tenants and occupants of the Outparcels), their employees, agents and invitees. Lessee may use reasonable portions of the sidewalk abutting the Leased Premises for the display and sale of merchandise (but not vending machines) with the prior written consent of Lessor, which consent shall not be unreasonably withheld or delayed. Lessor agrees to cooperate with Lessee in obtaining any such permits or approvals. Lessee shall have the right to install dish antennas and other communication equipment on the rear fifty (50) feet of the roof of the Leased Premises, which antennas shall not exceed six (6) feet in height. Lessee shall use reasonable efforts to mount the antenna in a position as far to the rear of the Leased Premises as possible and shall provide reasonable screening around the antenna which reflect the aesthetics of the building; provided, however, that the exact location within such rear portion of the roof and screening shall be dependent upon the optimum line of sight with the satellite's orbit. Lessee shall be responsible for any damage to the roof of the Leased Premises which may result from the installation, operation or maintenance of the system. Lessor shall (i) provide all of the Common Areas for such use at all times, except during reasonable periods of time required to provide necessary maintenance or repairs or, with prior notice to Lessee, during periods not to exceed 24 hours to preclude prescriptive easements (but not during the months of November or December), and shall not change the portion of the Common Areas shown cross hatched on Exhibit A (the "Key Area") in any manner without the prior written consent of Lessee and (ii) require all tenants and occupants of the Shopping Center and their employees to park their automobiles in a portion of the parking area designated for such purpose, which area shall be located in the part of the Shopping Center least likely to be used by the customers of Lessee and other tenants and occupants of the Shopping Center.

Section 12.4. Exclusive. Lessor covenants that no store premises, nor any part thereof, in the Shopping Center, other than the Leased Premises and each of the premises designated as "Department Store" and "Supermarket" on Exhibit A, shall be used or occupied for the operation of a prescription pharmacy. Lessor covenants that no store premises, nor any part thereof, in the Shopping Center, other than the Leased Premises and the premises designated as "Department Store" on Exhibit A, shall be used or occupied for the operation of a drugstore similar to those operated by American Drug Stores, Inc; provided, however, that the operation of the premises designated "Supermarket" on Exhibit A which offers for sale, ~~on an incidental basis only~~ products sold in a drugstore similar to those operated by American Drug Stores, Inc. shall not be deemed a violation of

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any exclusive granted in this Section 12.4. The foregoing covenants shall run with the land comprising the Shopping Center. In the event of a breach or threatened breach of such covenants, Lessee shall be entitled to injunctive relief and any other appropriate remedy. Notwithstanding the foregoing, in the event that Lessee, its assignees or subtenants, cease using the leased Premises for drugstore and/or pharmacy use, and such cessation continues for a period of at least twelve (12) months without interruption, then Lessor shall be permitted to operate or lease unlimited other premises in the Shopping Center for the drugstore and/or pharmacy use, whichever has been discontinued, provided, however, that failure to use the leased Premises for a drugstore and/or pharmacy which results from fire, casualty, strikes, lockouts or other labor disputes, suspension of licenses (provided reasonable efforts have theretofore been made to prevent such suspension of licenses) or other governmental order or regulation, war or act of God, condemnation, control of law, or any other cause outside of the reasonable control of Lessee, its assignees or subtenants (financial inability excepted) or which occurs during any period in which Lessee, or its assignees or subtenants, have not yet been put in possession of the leased Premises by Lessor or the leased Premises are being built, rebuilt, altered, repaired or remodeled or the cessation of business for not more than twelve (12) months in connection with a changeover being effected by an assignment or subletting shall not be considered cessation of use hereunder.

Section 12.5. Restricted Leased Premises Uses. No more than one thousand five hundred (1,500) square feet of sales area of the Leased Premises shall be used for the sale or dispensation of wine, beer and/or liquor. No more than one thousand five hundred (1,500) square feet of sales area of the leased Premises shall be used for the sale of food or food products. The phrase "food or food products" shall not be deemed to include candy, drugs, medicines and related products such as vitamins and mineral supplements typically sold in drugstores. The sales area used for the sale of items described above shall mean the floor area occupied by the displayed merchandise and one half of the aisle immediately adjacent thereto. The Parties further agree that no portion of the Shopping Center shall be used as a bingo or other game room, pool hall, teen club, theater or other gambling or live entertainment enterprise of any kind, warehouse operation or manufacturing or assembling operation, (provided that portions of the leased Premises and other premises in the Shopping Center may be used for storage purposes incidental to primary use), central laundry facility, facility in which fire sales, bankruptcy sales (unless pursuant to Court Order), or auction sales are conducted, facility for the sale, leasing, display or repair of any automobiles, trucks, trailers or recreational vehicles, bowling alley, skating rink, mortuary, flea establishment selling or exhibiting pornographic materials, flea

market, health spa, physical therapy facility, massage parlor, tanning parlor, bar, tavern or pub, ballroom or dance hall or discotheque, facilities for the principal purpose of instruction or offices, although instruction and offices incidental to a primary use shall be permitted.

THE SUBMISSION OF THIS MEMORANDUM OF LEASE FOR EXAMINATION OR ITS NEGOTIATION OR THE NEGOTIATION OF THE TRANSACTION DESCRIBED HEREIN DOES NOT CONSTITUTE AN OFFER BY AMERICAN DRUG STORES, INC., AND THE EXECUTION OF THIS MEMORANDUM OF LEASE BY LESSOR DOES NOT CONSTITUTE A BINDING CONTRACT UNTIL SUCH TIME AS THIS MEMORANDUM OF LEASE HAS BEEN APPROVED BY THE GOVERNING REAL ESTATE COMMITTEE OF AMERICAN DRUG STORES, INC., AND DELIVERED TO LESSOR.

IN WITNESS WHEREOF, the parties hereto have executed ~~and affixed their respective seals to~~ this Lease as of the day and year first above written.

MAPLE JOINT VENTURE

By: LERNER MAPLE PARTNERSHIP, a
Nebraska general partnership,
a Partner

By: 
Partner

By: VENTURE-50, INC.,
a Nebraska corporation

By: 
President

Attest: 
Dwayne Eckhoff

Title: Vice President & Secy
LESSOR

AMERICAN DRUG STORES, INC.

By: 
Vice President 

Attest: 
Asst Secretary

LESSEE