

7/26/06 9:30:30 p2
BK 115 PG 93 p2
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

RETURN RECORDED
DOCUMENT TO:

WALGREEN CO.
104 Wilmot Road, Dept. #1420
Deerfield, Illinois 60015
Attn: Wendy Simms

This Instrument Prepared by:
Will Montgomery
104 Wilmot Road, MS 1420
Deerfield, Illinois 60015

CORRECTED MEMORANDUM OF LEASE

By this Corrected Memorandum of Lease, made the 21st day of June, 2006, between TUSCHMAN #6754, LLC., a Mississippi limited liability company, (successor to WN GOODMAN-HORN LAKE, LLC, a Mississippi limited liability company) hereinafter called ("Landlord") and WALGREEN CO., an Illinois corporation, hereinafter called ("Tenant");

Landlord has leased to Tenant, and Tenant has rented from Landlord, for the term commencing December 15, 2001 and continuing to and including December 31, 2066 pursuant to a lease dated February 26, 2001 between the parties hereto (the "Lease") and subject to prior termination as therein provided, the premises to include both the real property and building and other improvements, appurtenances, easements and privileges belonging thereto known as 4028 Goodman Road, Horn Lake Mississippi, at the northwest corner of Goodman and Horn Lake, in the City of Horn Lake, County of DeSoto, State of Mississippi, as shown on the plan attached hereto and made a part hereof as Exhibit "A" and as legally described on Exhibit "B" attached hereto and made a part hereof and hereinafter referred to as the "Leased Premises".

For purpose of this Corrected Memorandum of Lease, Tenant shall pay a rent of One Dollar (\$1.00) per year.

This Corrected Memorandum of Lease supercedes that certain Memorandum of Lease recorded March 5, 2001 in Book 88, Page 611 in the public records of DeSoto County, Mississippi.

Provisions for additional rent and the other terms, covenants and conditions of said letting including the options on the part of Tenant for prior termination, are set forth at length in the Lease and all of said provisions, terms, covenants and conditions are, by reference thereto, hereby incorporated in and made a part of this Corrected Memorandum of Lease.

The Lease, among other things, contains the following provision(s).

*Lawyers
D.H.E. Fed*

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PARKING:

7. (b) In order that Tenant have full use and enjoyment of the Leased Premises, Tenant requires certain easements rights and other rights over and upon the Adjacent Parcel. To provide for such easements rights and other rights, Landlord has entered into and recorded the Easement Agreement (hereinafter called the "ECC") in the form attached hereto as Exhibit "G" binding upon both the Leased Premises and the Adjacent Parcel (collectively called "parcels") and all present and future owners, occupants and lien holders of said parcels. Tenant shall have no obligation to accept delivery of possession of the Leased Premises unless and until the ECC shall be fully executed by all owners of the parcels, recorded, and shall be a binding and enforceable encumbrance upon such parcels and all existing and future owners and occupants thereof, prior to the lien of any mortgage or other encumbrance in the nature of a mortgage on all or any portion of the parcels.

EXCLUSIVES

8. (a) Landlord covenants and agrees that, during the Term and any extensions or renewals thereof, no portion of the Adjacent Parcel and no additional property which Landlord, directly or indirectly, may now or hereafter own or control and which is contiguous to, or which is within five hundred (500) feet of any boundary of, the Leased Premises, will be used for any one or combination of the following: (i) the operation of a drug store or a so-called prescription pharmacy or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind; (ii) the operation of a medical diagnostic lab and/or the provision of treatment services (other than as part of a medical, dental, physician, surgical or chiropractic office[s], which office[s] shall not be restricted by this subsection [ii]); (iii) the sale of so-called health and/or beauty aids and/or drug sundries; (iv) the operation of a business in which alcoholic beverages shall be sold for consumption off the premises; (v) the operation of a business in which photofinishing services and/or photographic film are offered for sale; (vi) the operation of a business in which greeting cards and/or gift wrap are offered for sale; and/or (vii) the operation of a business in which prepackaged food items for off premises consumption are offered for sale (except that the offering for sale of said items by a fast food restaurant shall be permitted). In the event that Tenant files suit against any party to enforce the foregoing restrictions, Landlord agrees to cooperate fully with Tenant in the prosecution of any such suit, and reimburse Tenant for all of attorneys' fees and court costs incurred by Tenant in connection with such suit, provided Tenant is the prevailing party. For purposes hereof "contiguous" shall mean property that is either adjoining the Leased Premises or separated from the Leased Premises only by a public or private street, alley or right-of-way.

RIGHT OF FIRST REFUSAL

25. (a) In the event that Landlord shall receive a Bona Fide Offer to purchase the Leased Premises at any time and from time to time on or after the date hereof and during the Initial Term and Term of this Lease or any extensions thereof from any person or entity, Landlord shall so notify Tenant (Attn.: Real Estate Law Department) together with a true and correct copy of said Bona Fide Offer. For purposes hereof, a "Bona Fide Offer" shall be deemed to be one made in writing by a person or entity that is not related or affiliated with Landlord which Landlord intends to accept (subject to this Article 25). In submitting the Bona Fide Offer to Tenant, Landlord shall segregate the price and the terms of the offer for the Leased Premises from the price and other terms connected with any additional property or properties that such person or entity is offering to purchase from Landlord. Tenant may, at Tenant's option and within thirty (30) days after receipt of Landlord's notice of said Bona Fide Offer and receipt of a copy thereof, offer to purchase the Leased Premises at the price and upon the terms and conditions as are contained in said Bona Fide Offer, in which event, Landlord shall sell the Leased Premises to Tenant upon said terms and conditions and said price; furthermore, in such event, Landlord shall convey the Leased Premises to Tenant by warranty deed. Notwithstanding the foregoing, the price that Tenant shall pay for the Leased Premises shall be reduced by (i) an amount equal to broker's fees or commissions that would have been payable by either the purchaser or Landlord if the Leased Premises were sold pursuant to a Bona Fide Offer; and (ii) the amount of any payment(s) to be made by the proposed purchaser to any entity owned or controlled by, or affiliated with, the proposed purchaser. Landlord shall provide Tenant evidence of the amount of broker's fees or commissions payable in connection with any such Bona Fide Offer. Landlord covenants that it shall accept no such Bona Fide Offer or convey the premises until it has complied with the terms of this Article 25. Any conveyance of the Leased Premises made in the absence of full satisfaction of this Article 25 shall be void. Tenant may enforce this Article 25, without limitation, by injunction, specific performance or other equitable relief.

(b) Tenant's election not to exercise its Right of First Refusal shall not prejudice Tenant's rights hereunder as to any further Bona Fide Offer. The terms and conditions contained in this Article 25 shall be binding upon the heirs, successors and assigns of Landlord.

This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land. This instrument shall not become binding upon the parties until it shall have been executed and delivered by both Landlord and Tenant.

This Corrected Memorandum of Lease is made and executed by the parties hereto for the purpose of recording the same in the office of the public records of DeSoto County, Mississippi, and is subject in each and every respect, to the rents and other terms, covenants and conditions of the Lease, bearing even date herein, between the parties hereto and this Corrected Memorandum of Lease is executed and delivered with the understanding and agreement that the same shall not in any manner or form whatsoever, alter, modify or vary the rents and other terms, covenants and conditions of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease, under seal, as of the day and year first above written.

Tenant:

Landlord:

WALGREEN CO.

TUSCHMAN #6754, LLC

By:

By:

[Signature]
Divisional Vice President

Its:

[Signature]
Managing Member

Witnesses:

Witnesses:

James M. Bates
Shawn D. Foster

[Signature]
[Signature]
[Signature]

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public, do hereby certify that Robert M. Silverman, personally known to me to be the Divisional Vice President of WALGREEN CO., an Illinois corporation, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as such Divisional Vice President of said corporation, pursuant to authority given by the Board of Directors of said corporation, as his free and voluntary act, and as the free and voluntary act and deed of said corporation, for the purposes therein set forth.

Given under my hand and notarial seal this 21st day of June, 2006.

My commission expires:

[Signature]
Notary Public



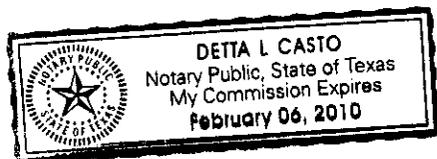
STATE OF Texas)
) SS
COUNTY OF Harris)

I, a Notary Public, do hereby certify that John Tuschman, personally known to me to be the managing member of TUSCHMAN #6754, LLC, a Mississippi limited liability company, and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as such managing member of said company, and caused the corporate seal of said company to be affixed thereto, pursuant to authority given by the Board of Directors of said company, as his free and voluntary act, and as the free and voluntary act and deed of said company, for the purposes therein set forth.

Given under my hand and notarial seal this 22nd day of June, 2006.

My commission expires:

[Signature]
Notary Public



P Book 88 Pg 617

EXHIBIT "B"

Situated and lying in DeSoto County, Mississippi:

COMMENCING AT THE ACCEPTED SOUTHEAST CORNER OF SECTION 29, TOWNSHIP 1 SOUTH, RANGE B WEST, HORN LAKE, MISSISSIPPI, SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF GOODMAN ROAD (PUBLIC R.O.W. VARIES) AND THE CENTERLINE OF HORN LAKE ROAD (80' PUBLIC R.O.W.); THENCE N89°49'30"W ALONG THE CENTERLINE OF SAID GOODMAN ROAD A DISTANCE OF 296.75 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE, N0°10'56"E A DISTANCE OF 50.02 FEET TO A SET IRON PIN ON THE NORTH LINE OF SAID GOODMAN ROAD AND THE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE, N0°10'56"E A DISTANCE OF 427.31 FEET TO A SET IRON PIN; THENCE S89°46'04"E A DISTANCE OF 261.34 FEET TO A SET IRON PIN ON THE WEST RIGHT-OF-WAY OF SAID HORN LAKE ROAD; THENCE S0°43'00"W A DISTANCE OF 226.70 FEET TO A FOUND RIGHT-OF-WAY MARKER; THENCE S48°21'18"W A DISTANCE OF 300.48 FEET TO A FOUND RIGHT OF WAY MARKER ON THE NORTH RIGHT OF WAY OF SAID GOODMAN ROAD; THENCE N89°49'30"W A DISTANCE OF 35.32 FEET TO THE POINT OF BEGINNING AND CONTAINING 88,545 SQUARE FEET OR 2.033 ACRES.

Lying in SE 1/4.

IN WITNESS WHEREOF,
LAWYERS TITLE INSURANCE COMPANY
6363 Poplar Ave. - Suite 208
Memphis, TN 38119

MJ033136 Attn Phyllis