

2002 046854

LAKE COUNTY  
FILM RECORDING  
2002 MAY 20 PM 1:36  
NORRIS W. CARTER  
RECORDER

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**THIS DOCUMENT SHOULD BE RETURNED TO AFTER RECORDING:**

**WALGREEN CO.**

200 Wilmot Road, MS 2252  
Deerfield, Illinois 60015

Attn: Chuck Kaufman (Store No. # 6703)  
Law Department

**AMENDMENT TO MEMORANDUM OF LEASE**

This Amendment to Memorandum of Lease, made this 17<sup>th</sup> day of May, 2002, between Calumet-Dyer, L.L.C., an Indiana limited liability company, hereinafter called "Landlord," and WALGREEN CO., an Illinois corporation, hereinafter called "Tenant";

WHEREAS, Landlord and Tenant have previously entered into the certain Lease dated December 27, 2000 (the "Lease"), by which Tenant is leasing certain property located at the southeast corner of Calumet Avenue and U.S. Route 30, in Dyer, Indiana (the "Leased Premises");

WHEREAS, Landlord and Tenant have previously entered into the certain Memorandum of Lease dated December 27, 2000, and recorded January 25, 2001 in the Lake County Recorder's Office as Document 2001 006043 (the "Memorandum of Lease");

WHEREAS, the Memorandum of Lease contains an error in the definition of the Leased Premises; and

WHEREAS, the parties wish to amend the Memorandum of Lease in order to correct the error in the definition of the Leased Premises;

**HOLD FOR MERIDIAN TITLE CORP**

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NOW THEREFORE, for valuable consideration, including the foregoing recitals, which are made a part hereof, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The second paragraph of the Memorandum of Lease be and is hereby deleted in its entirety and the following shall be substituted therefor:

“Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term commencing March 1, 2002 and continuing to and including April 30, 2061, as such dates shall be adjusted pursuant to a lease of even date herewith between the parties hereto (the “Lease”) and subject to prior termination as therein provided the premises to include a building and other appurtenances, easements and privileges belonging thereto (the “Leased Premises”), all as shown on the plan attached hereto and made a part hereof as Exhibit “A”, as part of the retail development at the northeast corner of U.S. Route 30 and Calumet Avenue, the entire retail development as legally described in Exhibit “B” hereto attached and made a part hereof and hereinafter referred to as the “Shopping Center”.”

2. In all other respects, the terms of the Memorandum of Lease shall remain and continue in full force and effect and are hereby ratified and confirmed.

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

WALGREEN CO.

CALUMET-DYER, L.L.C.

By:   
Its Vice President

By: \_\_\_\_\_  
Its Manager



NOW THEREFORE, for valuable consideration, including the foregoing recitals, which are made a part hereof, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

1. The second paragraph of the Memorandum of Lease be and is hereby deleted in its entirety and the following shall be substituted therefor:

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2. In all other respects, the terms of the Memorandum of Lease shall remain and continue in full force and effect and are hereby ratified and confirmed.

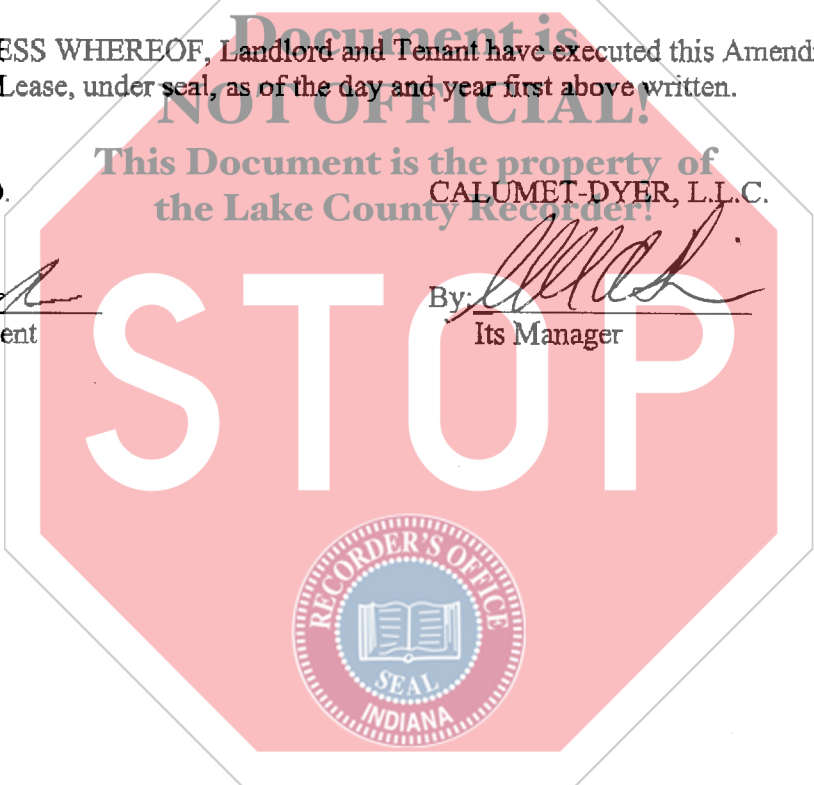
IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment to Memorandum of Lease, under seal, as of the day and year first above written.

WALGREEN CO.

CALUMET-DYER, L.L.C.

By: [Signature]  
RA3 Its Vice President

By: [Signature]  
Its Manager



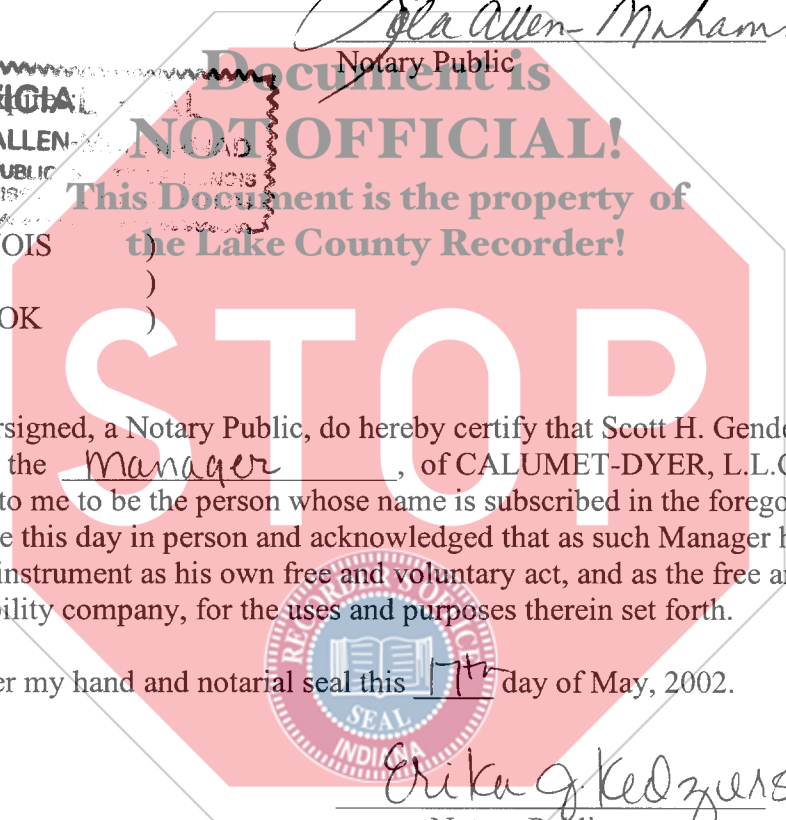
STATE OF ILLINOIS )  
 )  
COUNTY OF LAKE )

I, Lola Allen-Muhammad, a Notary Public, do hereby certify that Allan M. Resnick, personally known to me to be a 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 severally acknowledged that as such Vice President of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their 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 16<sup>th</sup> day of May, 2002.

Lola Allen-Muhammad  
Notary Public

My commission expires:  
STATE OF ILLINOIS )  
COUNTY OF COOK )

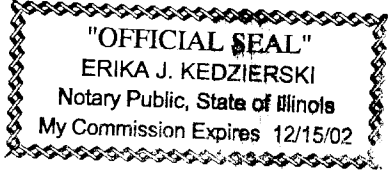


I, the undersigned, a Notary Public, do hereby certify that Scott H. Gendell personally known to me to be the Manager, of CALUMET-DYER, L.L.C., and personally known to me to be the person whose name is subscribed in the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17<sup>th</sup> day of May, 2002.

Erika J. Kedzierski  
Notary Public

My commission expires:



**EXHIBIT A**  
**SITE PLAN**

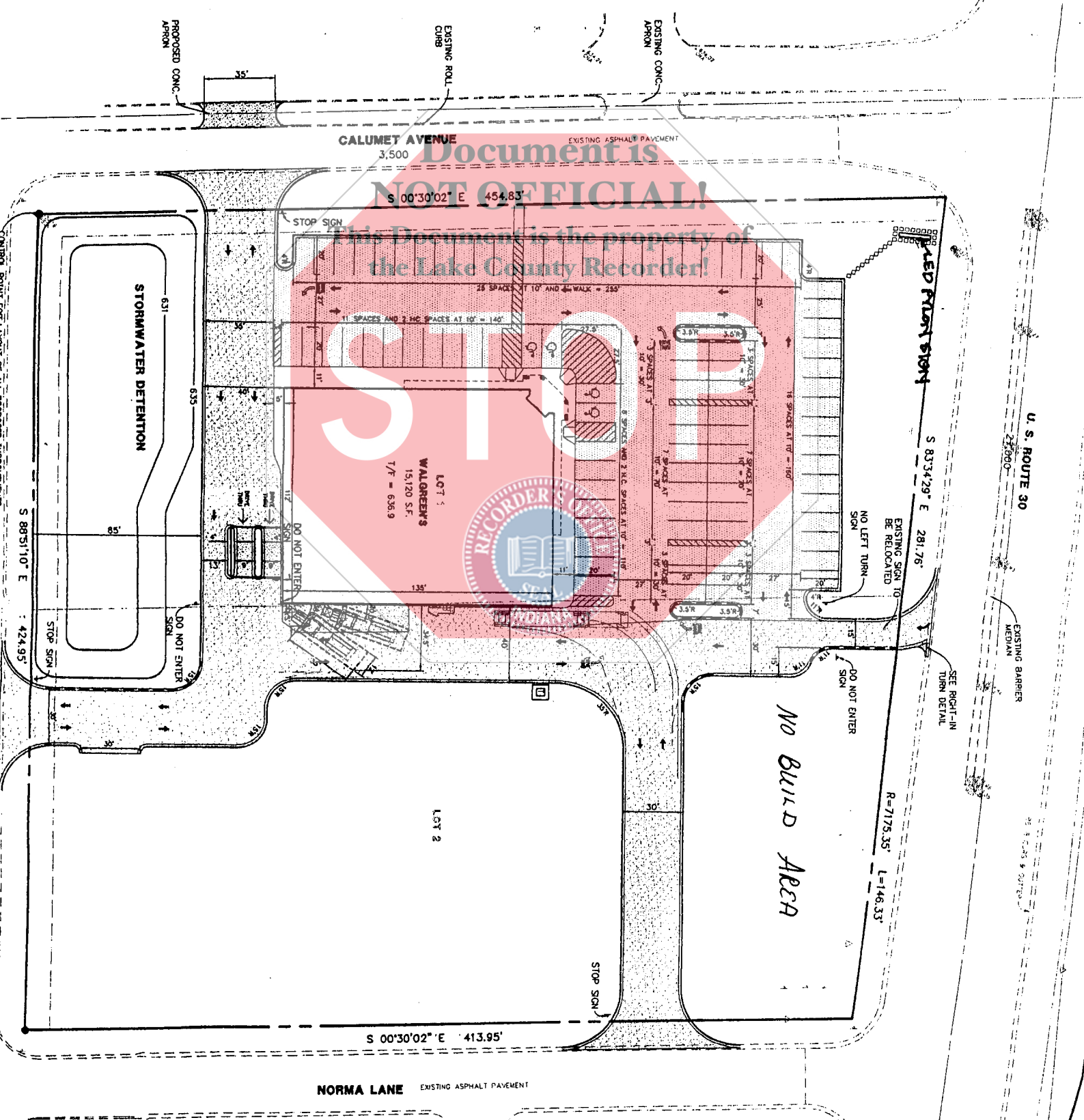


**EXHIBIT B**  
**LEGAL DESCRIPTION OF SHOPPING CENTER**

LOTS 1 AND 2 IN CHECKER COMMERCIAL PARK RESUBDIVISION OF LOTS 1 AND 2,  
AN ADDITION TO THE TOWN OF DYER ACCORDING TO THE PLAT THEREOF  
RECORDED ON MARCH 28, 2002 AS DOCUMENT NUMBER 2002-029353 IN BOOK 91  
OF PLATS ON PAGE 54 IN LAKE COUNTY, INDIANA.



Document is  
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- NOTES:
1. ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE NOTED.
  2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
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