

LEASE _____

By this Lease, made in multiple copies the 31 day of March, 1994, between SEMPER HOLDINGS, INC., a Minnesota corporation, hereinafter called "Landlord," and WALGREEN CO., an Illinois corporation, hereinafter called "Tenant";

1. Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, for the term commencing August 1, 1994, and continuing to and including July 31, 2054, subject to prior termination as hereinafter provided, the premises to include both a building and other improvements and certain real estate located in the City of Anoka, State of Minnesota, the building to be erected and completed by Landlord to include not less than 135 feet of frontage facing Ferry Street and not less than 100 feet of depth, being a rectangular area containing 13,450 square feet of first floor area (the "Building"), and together with all improvements, appurtenances, easements and privileges belonging thereto, said Building and improvements being all as shown on the plan attached hereto and made a part hereof as Exhibit "A," all as legally described in Exhibit "B" hereto attached and made a part hereof and the Building, real estate and other improvements to be constructed thereon are hereinafter collectively referred to as the "Leased Premises."

(This Instrument Prepared by Anthony C. Sgarlata, 200 Wilmot Road, Deerfield, Illinois 60015)

THE TERMS, COVENANTS AND CONDITIONS OF SAID LETTING ARE AS FOLLOWS:

RENT

2. Tenant shall pay rent for the Leased Premises, as follows:

(a) A fixed rent of \$18,833.33 per month, commencing on the date provided in Article 6 hereof. Fixed rent shall be payable on the first day of each and every month in advance and shall be properly apportioned for any period less than a full calendar month.

(b) If a sum equal to - - - -

2% of the Gross Sales (except from the sale of prescription items and food), as hereinbelow defined,

plus 1% of such Gross Sales of food,

plus 1/2% of such Gross Sales of prescription items,

made by Tenant in the operation of Tenant's store in the Leased Premises in any lease year (as defined in Section (c) of Article 3) shall exceed the total fixed rent for such lease year, then and in such event, and within forty-five (45) days after the end of each lease year, Tenant shall pay to Landlord the amount of such excess as additional percentage rent. However, in no event shall Tenant become obligated, with respect to any lease year, to pay fixed and additional percentage rents in the aggregate in excess of \$452,000.00, which amount shall be proportionately decreased for any lease year that is not comprised of a full twelve (12) months. Within forty-five (45) days after the end of each lease year Tenant shall furnish to Landlord a statement of the total amount of such Gross Sales for such lease year. The aforesaid amount(s) shall be proportionately adjusted in the case of a lease year of more or less than a full twelve (12) calendar months.

(c) The term "Gross Sales" as used herein is defined as the total amount of all receipts, whether for cash or on credit (less returns and refunds) from sales of drugs, food, goods, wares and merchandise of every sort whatsoever, made by Tenant in the operation of Tenant's store on the Leased Premises, or made by any concessionaire on the Leased Premises. The following shall be specifically excluded from Gross Sales: receipts from sales of tobacco products; receipts from the sale of prescription items pursuant to third party prescription plans, as defined below; receipts from sale of alcoholic beverages; receipts from sale of non-alcoholic beverages; receipts from sale of milk; receipts and commissions from the operation of public telephones; license fees received from the operation of automatic teller machines; credit card processing fees; intercorporate and interstore sales or transfers; sales of government bonds, savings stamps and other government securities; sales of postage stamps and ready stamped postcards and envelopes; sales of government lottery tickets; sales at a discount to employees; sales at a discount to doctors, dentists, hospitals, nurses, drug stores or wholesale drug or supply houses (such discount sales in excess of 3% of Tenant's total sales in the Leased Premises shall be included in Gross Sales); accounts receivable written off as uncollectible. Tenant shall also have the right to deduct and exclude from Gross Sales a sum equal to any approximate amounts which may be paid by Tenant or which Tenant may add to or include in its selling prices of various articles by reason of any sales taxes, use taxes, retailers' occupation taxes, excise taxes at the retail level and the like, now or hereafter imposed and however entitled, and which are based upon the amounts of sales or the units of sales.

Third party prescription plans shall be deemed to be those health benefit plans wherein all or any portion of the cost of prescription items and pharmaceuticals for any individual patient are paid or reimbursed by an organization such as a governmental agency, an entity created by state or federal law, an insurance carrier, a health maintenance organization, a union, a trust or benefit organization or an employer or employer group pursuant to an agreement between Tenant and such organization.

Tenant shall cause to be kept, in accordance with its customary accounting procedure, records of the Gross Sales made by Tenant in the operation of Tenant's store on the Leased Premises. Landlord and Landlord's duly authorized representative, at reasonable times during business hours, shall have access to such records at the place where the same are kept, for the purpose of inspecting and auditing the same, provided that any such inspection and audit be made by Landlord within six (6) months after the expiration of any lease year. If Landlord does not object in writing to any statement above mentioned within said time period, such statement shall be conclusively presumed to be correct, and thereafter Tenant shall not be required to preserve the records from which such statement was compiled. If such audit by Landlord reveals a deficiency in the reported Gross Sales of 3% or more and which results in an underpayment of additional percentage rent, Tenant shall pay, in addition to the additional percentage rent due thereon, the reasonable cost of such audit. Landlord agrees not to divulge to anyone the information obtained by Landlord and Landlord's representative from such records or from the statements above mentioned, except to any mortgagee or prospective purchaser of the property and except as may be necessary for the enforcement of Landlord's rights under this Lease. Nothing herein contained, however, shall be deemed to confer upon Landlord any interest in the business of Tenant on the Leased Premises.

(d) Until further notice by Landlord to Tenant, rent checks shall be payable to and mailed to:

SEMPER HOLDINGS, INC.
81 S. Ninth Street, Suite 410
Minneapolis, Minnesota 55402

INITIAL TERM, TERM, LEASE YEAR, OPTIONS

3. (a) The Initial Term of this Lease shall commence on the date that Tenant accepts possession of the Building and shall continue to and include the day immediately preceding the date that the Term of this Lease commences as below provided. Tenant shall have no obligation to pay rents or other charges during the Initial Term nor shall any of the same accrue; all rents and other charges specified in this Lease shall commence as of the date that the Term commences, unless otherwise expressly provided herein.

(b) If the fixed rent shall not have begun to accrue on the date above specified for the commencement of the Term of this Lease, then the Term shall not commence until the date on which the fixed rent begins to accrue and shall continue for sixty (60) years thereafter; provided, however, that if such commencement date be other than the first day of the calendar month, then the Term shall continue to and include the last day of the same calendar month of the sixtieth (60th) year thereafter.

(c) The first lease year shall commence on the date fixed rent begins to accrue and, if such commencement be on the first day of a calendar month, shall end twelve months thereafter, or, if such commencement be other than the first day of the calendar month, shall end on the last day of the same calendar month of the first year thereafter, and each succeeding lease year shall be each succeeding twelve months period.

(d) Tenant shall have the right and option, at Tenant's election, to terminate this Lease effective as of the last day of the two hundred fortieth (240th) full calendar month of the Term, effective as of the last day of the three hundredth (300th) full calendar month of the Term, effective as of the last day of the three hundred sixtieth (360th) full calendar month of the Term, effective as of the last day of the four hundred twentieth (420th) full calendar month of the Term, effective as of the last day of the four hundred eightieth (480th) full calendar month of the Term, effective as of the last day of the five hundred fortieth (540th) full calendar month of the Term, effective as of the last day of the six hundredth (600th) full calendar month of the Term and effective as of the last day of the six hundred sixtieth (660th) full calendar month of the Term. If Tenant shall elect to exercise any such option, Tenant shall send notice thereof to Landlord, at least six (6) months prior to the date this Lease shall so terminate, but no notice shall be required to terminate this Lease upon the expiration of the full term.

DELIVERY OF POSSESSION

4. (a) Landlord shall put Tenant into exclusive physical possession of the Leased Premises on August 1, 1994 or as soon as possible thereafter, and in any case not later than March 1, 1995, and at the same time deliver to Tenant a full set of keys to the Building, provided that if Landlord shall so put Tenant into possession between October 1 and December 1, then the Initial Term shall be extended by the period between the date of such possession and December 1. Landlord shall send written notice to Tenant, Attention: Director of Construction, at least forty-five (45) days (but not more than sixty (60) days) before such possession is to be delivered. Such notice shall set forth the date of delivery of possession, which shall be on a Monday (unless such date is a legal holiday, in which case possession shall be delivered the next business day). In the event Landlord shall fail to deliver possession of the Leased Premises on the date set forth in such notice, Tenant may hold Landlord liable for any direct additional expenses incurred by Tenant as a result of such failure. If possession is not delivered by the latest date above mentioned, Tenant may, in addition to Tenant's remedies at law, equity or under this Lease, cancel this Lease by notice to Landlord. The Leased Premises upon delivery shall be in good condition and repair, free of hazardous and toxic materials and substances, and shall fully comply with all lawful requirements and shall be constructed in accordance with Article 5, hereof. Tenant shall have the right, without being deemed to have accepted possession, to enter upon the Leased Premises as soon hereafter as practical, to take measurements and install its fixtures and exterior signs (including, but not limited to, the installation of permanent and temporary signs), but such entry or the opening for business shall not constitute a waiver as to the condition of the premises or as to any work to be done or changes to be made by Landlord, or as to any other obligations of Landlord hereunder.

(b) Landlord represents that it has no knowledge concerning any current or previous use of the land and/or Building comprising the Leased Premises which would lead a reasonable person to suspect that hazardous wastes or hazardous substances were deposited, stored, disposed of or placed upon, about or under said land and/or Building. In order to make the foregoing representation, Landlord states that it has made due inquiry or investigation as appropriate. Landlord shall provide Tenant, at Landlord's sole cost and expense, a study and report, performed by a state certified environmental engineer or contractor acceptable to Tenant, determining the presence of any toxic or hazardous substances including, but not limited to, the existence of any underground storage tanks, located in, on or under the Leased Premises. Such report shall be certified in writing to Tenant and shall be delivered to Tenant within forty-five (45) days after the date of execution of this Lease. In the event such report discloses the existence of any toxic or hazardous substances in, on or under the Leased Premises, including, but not limited to, the existence of any underground storage tanks, Landlord, at Landlord's sole cost and expense, prior to the date Landlord delivers possession of the Leased Premises to Tenant, as provided in

Article 4, shall properly remove, and dispose of any such underground storage tanks and shall properly remove and dispose of any hazardous and toxic materials and substances. All such disposal and removal shall be conducted in accordance with all federal, state and local laws, ordinances, and rules or regulations, or other binding determinations of any federal, state, local, or other governmental entity exercising executive, legislative, judicial, regulatory, or administrative functions (whether now or hereafter existing) pertaining to hazardous or toxic materials or substances or underground storage tanks. In the event of any such removal and disposal by Landlord hereunder, upon completion of the same, the Leased Premises shall again be tested by the environmental engineer and/or contractor and the results delivered and re-certified to Tenant; Landlord shall also deliver in such event all necessary governmental inspections and approvals with respect to the removal, remediation and disposal work. Tenant shall have no obligation to accept delivery of possession of the Leased Premises until Landlord has complied with the provisions of this Section.

(c) It shall be a condition precedent to the delivery of possession of the Leased Premises to Tenant that Landlord shall have first delivered to Tenant satisfactory evidence of Landlord's title together with each instrument, if any, required by Sections (b) and (c) of Article 19. Tenant's acceptance of possession of the Leased Premises in the absence of full satisfaction of said condition precedent shall in no manner be deemed a waiver thereof or of any of the requirements of Article 19.

(d) It is an express condition of this Lease that several easements ("unacceptable easements") which would encroach upon the Building, shall be vacated and released of record prior to the date Landlord intends to deliver possession of the Leased Premises to Tenant. Tenant shall have no obligation to take possession of the Leased Premises until said unacceptable easements have been vacated and released of record. In the event said unacceptable easements have not been vacated and released of record by the date Landlord intends to deliver possession of the Leased Premises to Tenant, Tenant, at Tenant's option, may cancel this Lease.

CONSTRUCTION BY LANDLORD

5. (a) Before delivering possession of the Leased Premises to Tenant, Landlord shall obtain all required zoning and permits for the construction and operation of the Leased Premises and the Building and shall erect and complete the Building, which Building shall be a modern one-story structure. The Building shall be of such exterior and structural design and character as is acceptable to Tenant and as will also meet Tenant's requirements for its permanent exterior signs, which may extend above the Building and shall be at locations visible from the entire Parking Area. The Leased Premises and Building shall be erected and completed by Landlord, in accordance with the plans and specifications described below, and shall contain Tenant's specific requirements for the operation of Tenant's business, which requirements will include, among other things, the items and installations listed in the Criteria Specifications for Self-Serve Walgreen Store prepared by Walgreen Co., revised January 1, 1994, and Criteria Plans, including the drawings referenced on Exhibit "C" attached hereto, heretofore delivered to Landlord and incorporated herein by reference and made a part hereof. All such work by Landlord shall be done by contractors selected by Landlord and acceptable to Tenant and shall comply with the requirements of public authorities. Rosewood Construction Co. is an acceptable general contractor to Tenant. All such work shall be done in a first-class, good, and workmanlike manner, free and clear of all liens and encumbrances for labor and materials furnished to Landlord.

(b) Within one (1) month after the execution and delivery of this Lease, Tenant shall furnish to Landlord a fixture plan and base sheets relative to the Building, so that Landlord may be enabled to prepare and furnish to Tenant plans and specifications covering Tenant's specific requirements. The plans (which shall be on mylar or velum) and specifications (the "Plans") prepared by Landlord shall be furnished

to Tenant for Tenant's approval within forty-five (45) days after the execution and delivery of this Lease or the receipt of said fixture plan and base sheets from Tenant, whichever is later. All areas of design and engineering must be certified by and under the direct supervision of architects and engineers licensed and registered in the State of Minnesota. Tenant agrees to approve or reject said Plans, within thirty (30) days, and if not approved or rejected within said period, said Plans shall be deemed approved. In the event Tenant shall reject such Plans within the period provided above, then Tenant shall return said Plans to Landlord indicating the items so rejected. Landlord shall then have thirty (30) days to resubmit the Plans to Tenant, and Tenant shall have thirty (30) days for approval or rejection. If not approved or rejected within said period, said Plans shall be deemed approved; provided, however, that in no event shall the standards of quality of approved Plans, or of those deemed approved, be less than those required by the Criteria Plans and Criteria Specifications above described, which shall control. If said Plans are rejected after being resubmitted to Tenant, either party may cancel this Lease. Tenant and Landlord agree to negotiate in good faith regarding any item rejected by Tenant in the Plans.

Thereafter, Tenant, at Tenant's sole cost and expense, shall have the right to make changes, substitutions and eliminations in said Plans provided, however, that Tenant shall pay all costs and expenses on account of any such changes, substitutions and eliminations.

(c) Prior to delivery of possession of the Leased Premises to Tenant, Landlord shall provide to Tenant a mylar sepia of the final Plans prepared by Landlord as above provided.

RENT COMMENCEMENT

6. Tenant shall commence paying fixed rents pursuant to Article 2 hereof as of the date that is two (2) months after Landlord has completed all construction and has delivered possession as above provided. Such two (2) month time period shall be subject to extension equal to any delays occasioned by strikes, casualties, governmental restrictions, priorities or allocations, inability to obtain materials or labor, denial of licenses to operate a pharmacy and to conduct its business, any cause the fault of Landlord or other causes beyond Tenant's control. Anything to the contrary in this Lease notwithstanding, Tenant shall have no obligation to pay rent or other charges until Landlord has provided all of the information and instruments required by Article 19 of this Lease. Nothing contained in this Lease shall be construed to obligate Tenant to open its store for business nor to obligate Tenant (or its successors or assigns) to continue to operate its store in the Leased Premises.

PARKING AND EASEMENT AGREEMENT

7. (a) Tenant, at Tenant's cost and expense, shall maintain the parking areas and landscaped areas of the Leased Premises. However, Tenant shall have no obligation for any replacements of the light poles, parking areas or other improvements thereon or any other item which under generally accepted accounting principles are classified as a capital expense (the same to remain Landlord's responsibility to perform).

(b) Within thirty (30) days after the date of this Lease, Landlord shall execute and record an Easement Agreement With Restrictions, in form and substance acceptable to Tenant (hereinafter called "Declaration"), covering the area outlined in green on Exhibit "A" ("Parcel 2"). Said Declaration shall provide for certain use restrictions on Parcel 2. Landlord agrees to enforce all use restrictions contained in said Declaration. Said Declaration shall provide that Tenant shall have the right to enforce the terms of said Declaration. It is understood and agreed by Landlord that

Landlord shall not enter into any agreement modifying said Declaration without Tenant's written consent.

OTHER CONDITIONS

8. Anything in this Lease to the contrary notwithstanding, no rent shall accrue under this Lease, prior to the time when (i) the Building shown on Exhibit "A" is completed, (ii) the Parking Areas and all curb cuts as shown on Exhibit "A" have been completed, paved and lighted and are available for use, and (iii) all of the conditions of Article 4(d) have been fulfilled.

If, however, Tenant does open its store for business in the Leased Premises prior to the time hereinabove mentioned, then commencing on the date that fixed rent would have accrued pursuant to Article 4 and until the happenings under Sub-sections (i), (ii), and (iii) hereof shall have occurred, the fixed rent under Section (a) of Article 2 shall not commence and the only rent to be paid by Tenant shall be a sum equal to the percentage(s) of the monthly Gross Sales, as the same are fixed in Section (b) of Article 2 and as such Gross Sales are defined in Section (c) of Article 2, payable on or before the thirtieth (30th) of the next succeeding month. In no event shall the amounts payable by Tenant under this Article the amount of fixed rent that Tenant would have otherwise paid during such period.

EXCLUSIVES

9. (a) Landlord covenants and agrees that, during the term of this Lease and any extensions or renewals thereof, no additional property which Landlord, directly or indirectly, may now or hereafter own or control, and which is contiguous to 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 sale of so-called health and/or beauty aids and/or drug sundries; (iii) the operation of a business in which food shall be sold for consumption off the premises, (iv) the operation of a business in which photofinishing services and/or photographic film are offered for sale; and/or (v) the operation of a business in which greeting cards and/or gift wrap are offered for sale. In the event that Tenant files suit against any party to enforce the foregoing restrictions, Landlord agrees to (i) cooperate fully with Tenant in the prosecution of any such suit, and (ii) reimburse Tenant for all of attorneys' fees and court costs incurred by Tenant in connection with such suit, if Tenant prevails in such suit.

(b) In the event that any action, claim or suit is brought by any party against Tenant alleging that Tenant's operations in the Leased Premises are in violation of any use restriction contained in any instrument, Landlord shall defend (by counsel reasonably satisfactory to Tenant), indemnify and hold Tenant harmless from any damages, loss, or cost (including, without limitation, attorneys' fees and costs) suffered by Tenant thereby, or from the enforcement of said restriction against Tenant. In addition, in the event that a court of competent jurisdiction shall hold that Tenant's operations in the Leased Premises are in violation of any use restriction, Tenant, at Tenant's option shall have the right to terminate this Lease upon thirty (30) days written notice thereof to Landlord.

UTILITIES

10. Tenant shall pay when due all bills for water, sewer rents, sewer charges, heat, gas and electricity used in said Building or on the Leased Premises from the commencement of the Initial Term and until the expiration of the Term. The source of supply and vendor of each such commodity shall be the local public utility company or

municipality commonly serving the area. Landlord shall furnish to said Building and to the Leased Premises at all times sufficient gas and water service lines, also sewer lines and sewer connections, all of the capacity initially specified by Tenant, and electric service lines of the voltage and amperage initially specified by Tenant, all connected to an adequate source of supply or disposal. In addition, Landlord shall furnish to said Building telephone lines of a capacity specified by Tenant. If Tenant shall require additional service line capacity of any of such utilities and if same are available on Landlord's premises, Tenant, at Tenant's expense, shall have the right to the use of the same.

REPAIRS, CONFORMITY WITH THE LAW

11. (a) Except as provided below, Tenant shall repair and replace heating and cooling equipment serving the Building, shall make plate glass replacements required by fault of Tenant, and shall make repairs to the interior of the Building. Tenant shall repair all doors and door mechanisms in the Building. Landlord shall maintain and make all repairs to the exterior and structural portions of the Building, the roof, and to pipes, ducts, wires and conduits leading to and from the Leased Premises and/or the Building. Landlord shall make all repairs required by causes the fault of Landlord, or by fire, casualty or the elements, or by dry rot or termites. In the event that any hazardous or toxic material or substance or any underground storage tank is discovered at any time in, under or about the Leased Premises and/or the Building (unless introduced by Tenant), Landlord shall, at Landlord's expense, remove and dispose of the same in the manner described in and provide all documentation required by Section (b) of Article 4. Landlord hereby indemnifies and saves and holds Tenant harmless from and against any liability, obligation, damage or cost, including, without limitation, attorneys' fees and costs, resulting directly or indirectly from the presence, removal or disposal of any such hazardous or toxic material or substance or any underground storage tank. Tenant shall, at Tenant's expense, properly remove and dispose of any hazardous or toxic material or substance introduced by Tenant into the Leased Premises. Tenant hereby indemnifies, saves and holds Landlord harmless from and against any liability, obligation, damage or cost, including, without limitation, attorney's fees and costs resulting directly or indirectly from the presence, removal or disposal of any hazardous or toxic material or substance introduced into the Leased Premises by Tenant. These indemnifications shall survive the termination or expiration of this Lease for any reason. The provisions of this paragraph shall be complied with as required from time to time.

(b) If in an emergency situation, a repair to the Leased Premises and/or the Building which Landlord is obligated to perform is required, Tenant shall make all reasonable efforts to contact Landlord or Landlord's managing agent by telephone and/or facsimile to advise Landlord of the need for the repair. If after making reasonable efforts to contact Landlord, either Tenant is unable to contact Landlord or Landlord's managing agent, or Tenant succeeds in contacting Landlord or Landlord's managing agent and Landlord fails to undertake action to correct the emergency situation within one business day, Tenant may perform the repair, in such manner as Tenant deems reasonably necessary, on account of Landlord. Upon completion of the repair, Landlord shall be required to reimburse Tenant for the actual cost of the repair. Landlord's payment shall be due within thirty (30) days after receipt of Tenant's bill accompanied by reasonable evidence that Tenant has paid for the repair. In the event Landlord fails to make payment to Tenant for said repair within said thirty (30) days, such failure shall be deemed a default under this Lease and Tenant shall have all remedies set forth in Article 18 and those available at law or in equity.

For the purpose of this section, an emergency situation means a condition or state of facts which if not corrected would result in further damage to the Leased Premises, the Building or its contents or which would prevent Tenant from conducting its business at the Leased Premises in a reasonable manner.

(c) Tenant shall comply with the valid requirements of public authorities regarding the manner of the conduct of Tenant's particular business in the Building. Landlord shall make all changes or installations, and pay the cost, if any, of all inspections required to comply with valid requirements of public authorities as they apply to the Leased Premises or the Building, except if such change or installation is caused solely and directly by Tenant's particular business in said Building.

SIGNS, TENANT'S FIXTURES

12. (a) Tenant may install and operate interior and exterior electric and other signs, and in so doing shall comply with all lawful requirements. Tenant shall have the right to install mechanical equipment, including a satellite dish or other antenna for telecommunications affixed to the roof of the said Building in accordance with the Plans referenced in Article 5 of this Lease. Tenant shall repair all damage to the Building caused by Tenant's installation or removal of mechanical equipment from the roof of the Building. Tenant may, at Tenant's option install within the Leased Premises pay telephones, all commissions, fees and charges for which shall remain the property of Tenant.

(b) Tenant shall at all times have the right to remove all fixtures, machinery, equipment, appurtenances and other property furnished or installed by Tenant or by Landlord at Tenant's expense, it being expressly understood and agreed that said property shall not become part of the Building but shall at all times be and remain the personal property of Tenant and shall not be subject to any Landlord's lien.

(c) Landlord shall, as soon as is possible after the date hereof, install a sign foundation with conduit (per A5.1 as shown on Exhibit "C") at the location identified as "Pylon Sign" on Exhibit "A," upon which Tenant may install its readerboard and sign panel. Such pylon sign shall be electrified by Landlord as soon as is practical thereafter. Tenant may install the same prior to the date that it accepts possession of the Leased Premises and such installation of said readerboard and sign panel shall be deemed neither acceptance of possession of the Leased Premises nor a waiver of any condition precedent to the delivery of possession of the Leased Premises. In the event Landlord is unable to obtain the necessary permits for the construction and operation of said readerboard pylon sign, for any reason whatsoever, Tenant, at Tenant's option, may cancel this Lease.

ALTERATIONS

13. (a) Tenant, at Tenant's cost and expense, may make alterations and additions to the Building. Tenant shall obtain Landlord's consent, which shall not be unreasonably withheld or delayed, before making any structural changes to the Building. Tenant may, without Landlord's consent, however, make changes to storefronts, partitions, floors, electric, plumbing and heating, ventilating and cooling systems or components thereof. Tenant, at Tenant's sole cost and in compliance with governmental requirements, if any, shall have the right to reconfigure or otherwise modify the parking areas on the Leased Premises (including without limitation, curb cuts, entrances and exits) as Tenant deems necessary or desirable. Landlord shall cooperate in securing necessary permits and authority. Tenant shall not permit any mechanics' or other liens to stand against the property for work or material furnished Tenant.

(b) Landlord covenants and agrees that during the continuance of this Lease, Landlord shall not, without Tenant's written consent, make any alterations or additions to the Leased Premises, including, but not limited to, any modifications to the storefront, signband or fascia of the Building or to the Parking Areas.

ASSIGNMENT AND SUBLETTING

14. (a) Tenant's interest under this Lease may, at any time and from time to time, be assigned and re-assigned, provided that any such assignment or reassignment be only to a corporation which is subsidiary to or affiliated with Tenant, or to a corporation resulting from any consolidation, reorganization or merger to which Tenant, or any of its subsidiaries or affiliates, may be a party. Tenant may also, at any time and from time to time, sublet or license or permit a portion or portions of the Building to be used for concessions, leased or licensed departments and demonstrations in connection with and as part of the operation of Tenant's store, the Gross Sales therefrom to be included in the Gross Sales of Tenant.

(b) At any time and from time to time, Tenant may sublet a portion of the Leased Premises and/or Building, to any person, firm or corporation, other than a corporation described in Section (a) hereof, for any lawful purpose. In such case, the Gross Sales of such subtenant (but not the subrentals paid by such subtenant) shall be included in the Gross Sales of Tenant.

(c) At any time and from time to time, Tenant may discontinue the operation of its store in the Leased Premises. At any time Tenant may assign this Lease or Tenant may sublet all or parts of the Leased Premises to any person, firm or corporation, for any lawful purpose. If Tenant decides to sublet all of the Leased Premises or assign this Lease, Tenant shall send notice thereof to Landlord, together with the name of the proposed sublessee or assignee. Landlord shall have the right within thirty (30) days of receipt of such notice to cancel this Lease by notice to Tenant, effective as of the last day of the next succeeding calendar month following Tenant's receipt of Landlord's notice of such termination and from and after such date, neither party shall have any liability or further obligation to the other under this Lease. If Landlord does not so cancel this Lease, Tenant may sublet the Leased Premises or assign this Lease. In such case, Tenant shall pay to Landlord the rent provided in Article 2 of this Lease. Notwithstanding the above, Landlord shall not have the right to cancel this Lease if Tenant is assigning this Lease or subletting the Leased Premises as a part of a simultaneous or near simultaneous transfer of at least three locations in the State of Minnesota to the same entity.

(d) In the event of a subletting of all or a portion of the Leased Premises, and upon Tenant's request, Landlord shall furnish and deliver to Tenant, in form and substance reasonably acceptable to Tenant, an agreement executed by Landlord, obligating Landlord to be bound as Landlord by any such sublease and by all of the subtenant's rights thereunder in the event that this Lease is terminated for any reason; provided, however, that Landlord's obligations under such sublease shall be no greater than under this Lease and further provided that the subtenant's obligations under such sublease shall be no less than Tenant's obligations under this Lease.

Notwithstanding any assignment of this Lease, Walgreen Co. shall not be released from liability. However, in the event of a default by any such assignee, Landlord shall give Walgreen Co. notice of such default, shall accept cure of such default by Walgreen Co. within thirty (30) days after such notice and shall permit Walgreen Co. to re-enter and repossess the Leased Premises for the then unelapsed portion of the Term of this Lease upon all of the provisions of this Lease.

(e) If no business is conducted in the Leased Premises for a continuous period in excess of six months (except by reason of strikes, fire, casualty or other causes beyond reasonable control of Tenant, except by reason or repairs or remodeling, except by reason of assignment or subletting as above provided, except by reason of governmental restrictions or except by reason of the loss of any of Tenant's business licenses) and the Leased Premises remains continuously vacant during such period, Landlord shall have the right and option to terminate this Lease upon notice to

Tenant, effective on the last day of the next succeeding calendar month following Tenant's receipt of such notice; provided, however, that if Tenant shall send notice to Landlord of Tenant's intent to sublet the Leased Premises or assign this Lease during such period when Landlord shall have the option, pursuant to this section to terminate this Lease, Landlord shall have the right within thirty (30) days after receipt of such notice from Tenant to terminate this Lease upon notice to Tenant effective on the last day of the next succeeding calendar month following Tenant's receipt of such notice and from and after such date, neither party shall have any liability or further obligation to the other under this Lease. If Landlord shall not so notify Tenant within thirty (30) days of receipt of Tenant's notice that Landlord has exercised its option to cancel this Lease, the termination options contained in this section shall be void and of no further force and effect.

FIRE

15. (a) If the Leased Premises or the Building shall be damaged or destroyed by fire or other casualty, then Landlord, forthwith and with due diligence, shall repair and restore the Building and the Leased Premises to their condition immediately prior to such damage or destruction; and the fixed rent and all other charges shall abate proportionately according to the extent of such damage or destruction. If required by law, Landlord shall, at Landlord's expense, cause the fire and sprinkler alarm system serving the Building to be monitored by a reputable alarm service company acceptable to Tenant ("monitoring company"). Landlord shall not be liable to Tenant if said monitoring company is negligent in responding to the fire and sprinkler alarm system. Tenant shall, upon receipt of a paid bill from Landlord, reimburse to Landlord the cost of monitoring the fire and sprinkler alarm system serving said Building. Under no circumstances shall Tenant be liable for any loss or damage, including but not limited to damage to the Building or Leased Premises resulting from fire or other casualty.

(b) If the damage or destruction referred to in Section (a) hereof amounts to at least thirty-seven percent (37%) of the Building and occurs during the last two years of the entire Term of this Lease or during the last two years prior to any of Tenant's options to terminate, then and in such events, both Landlord and Tenant shall each have the right and option, at the election of either of them, to terminate this Lease effective as of the date of such happening; and any unearned rents paid in advance shall be refunded. Landlord shall not have the right to exercise the option under this Section during any period which shall be less than twenty-four (24) months and more than six (6) months prior to any such optional termination date if Tenant shall, within one month after such happening, advise Landlord that Tenant will not exercise Tenant's option to terminate this Lease as of the next optional termination date thereunder, and, further, Landlord shall have the right to exercise the option under this Section during any period which shall be six (6) months or less prior to any such optional termination date only if Tenant shall have theretofore exercised Tenant's option to terminate this Lease as of the next optional termination date. If this Lease shall not be so terminated, the Building and Leased Premises shall be repaired and restored as hereinbefore provided.

LANDLORD'S RIGHT TO INSPECT

16. Landlord may at reasonable times during Tenant's business hours, and after so advising Tenant, enter the Building for the purpose of examining and of making repairs, but not so as to interfere with Tenant's business.

SURRENDER

17. At the expiration or termination of this Lease, Tenant shall surrender immediate possession of the Leased Premises in as good condition as when delivered

to Tenant, reasonable wear and tear, changes and alteration, damage by fire, casualty and the elements, and other repairs which are Landlord's obligation excepted. Any holding over by Tenant shall not operate, except by written agreement, to extend or renew this Lease or to imply or create a new lease, but in such case Landlord's rights shall be limited to either the immediate termination of Tenant's occupancy or the treatment of Tenant's occupancy as a month to month tenancy, any custom or law to the contrary notwithstanding. Tenant shall repair damage caused by the removal of Tenant's fixtures and equipment.

DEFAULT AND REMEDIES

18. If any rent is due and remains unpaid for ten (10) days after receipt of notice from Landlord, or if Tenant breaches any of the other covenants of this Lease and if such other breach continues for thirty (30) days after receipt of notice from Landlord, Landlord shall then but not until then, have the right to sue for rent, or to terminate this Lease and re-enter the Leased Premises; but if Tenant shall pay said rent within said ten (10) days, or in good faith within said thirty (30) days commence to correct such other breach, and diligently proceed therewith, then Tenant shall not be considered in default. If Landlord shall from time to time fail to pay any sum or sums due to Tenant and if such failure continues for thirty days after receipt of notice from Tenant, Tenant shall have the right and is hereby irrevocably authorized and directed to deduct such sum or sums from fixed and percentage rent and other sums due Landlord, together with interest thereon at the so-called prime rate charged from time to time by The First National Bank of Chicago, plus two per cent until fully reimbursed. If Landlord shall from time to time fail to perform any act or acts required of Landlord by this Lease and if such failure continues for thirty (30) days after receipt of notice from Tenant, Tenant shall then have the right, at Tenant's option, to perform such act or acts, in such manner as Tenant deems reasonably necessary, and the full amount of the cost and expense so incurred shall immediately be owing by Landlord to Tenant, and Tenant shall have the right and is hereby irrevocably authorized and directed to deduct such amount from fixed and percentage rent and other sums due Landlord, together with interest thereon at the so-called prime rate charged from time to time by The First National Bank of Chicago, plus two per cent until fully reimbursed. If Landlord shall in good faith within said thirty (30) days commence to correct such breach, and diligently proceed therewith to completion, then Landlord shall not be considered in default. No delay on the part of either party in enforcing any of the provisions of this Lease shall be considered as a waiver thereof. Any consent or approval granted by either party under this Lease must be in writing and shall not be deemed to waive or render unnecessary the obtaining of consent or approval with respect to any subsequent act or omission for which consent is required or sought.

TITLE AND POSSESSION

19. (a) Landlord covenants, represents and warrants that Landlord will acquire legal title to the Leased Premises and has the right to make this Lease, that said entire property is now and shall be as of the date of Tenant's recording of a Ratification Agreement (as hereinafter defined), free and clear of all liens, encumbrances and restrictions, except for those items set forth on Exhibit "D" attached hereto and made a part hereof, none of which shall limit, interfere with or prohibit Tenant's use and occupancy of the Leased Premises or interfere with any of Tenant's rights under this Lease, and that upon paying the rents and keeping the agreements of this Lease on its part to be kept and performed, Tenant shall have peaceful and uninterrupted possession during the continuance of this Lease. Landlord shall, after acquiring a legal title to the Leased Premises, provide to Tenant, in form and substance acceptable to Tenant, Landlord's agreement ("Ratification Agreement"), ratifying and adopting this Lease. Landlord, at Landlord's expense, shall furnish Tenant evidence of Landlord's title and the owner of Parcel 2's title and the status thereof as of the date of the Ratification Agreement and as of the date of the recordation of the Ratification

Agreement. Such evidence shall be in form and substance reasonably satisfactory to Tenant, including evidence that the Leased Premises has been properly zoned for the operation of a drug store with a drive-through pharmacy. Landlord warrants and represents that no encumbrance or restriction imposed upon the Leased Premises, whether or not described in Exhibit "D", shall impair and/or restrict any right granted to Tenant or derived by Tenant under this Lease and Landlord does hereby indemnify and hold Tenant harmless from and against all loss, cost and expense (including without limitation attorneys fees and court costs) resulting from the breach of the foregoing warranty and representation.

(b) If at the date of this Lease the Leased Premises, or any part thereof is subject to any mortgage, deed of trust or other encumbrance in the nature of a mortgage, which is prior and superior to this Lease, it is a further express condition hereof that Landlord shall thereupon furnish and deliver to Tenant, in form and substance acceptable to Tenant, an agreement executed by such mortgagee or trustee, either (i) making such mortgage, deed of trust or other encumbrance in the nature of a mortgage subject and subordinate to this Lease and to the leasehold estate created hereby and to all of Tenant's rights hereunder, or (ii) obligating such mortgagee or trustee and any successor thereto to be bound by this Lease and by all of Tenant's rights hereunder, provided that Tenant is not then in continued default, after notice, in the payment of rents or otherwise under the terms of this Lease.

(c) If said Declaration is subject to any mortgage, deed of trust or other encumbrance in the nature of a mortgage, it is a further express condition hereof that Landlord shall furnish and deliver to Tenant, in form and substance acceptable to Tenant, an agreement executed by such mortgagee or trustee obligating such mortgagee or trustee and any successor thereto to be bound by said Declaration and by all of Tenant's rights thereunder.

(d) It is understood and agreed that Tenant shall, in no event, be obligated to accept possession of the Leased Premises until the Landlord has complied with the provisions of this Article.

(e) If required by an institutional lender holding a first mortgage or first deed of trust on the Leased Premises, Tenant shall subordinate the lien of this Lease to the lien of such mortgage (or deed of trust) so long as such lender agrees to be bound by all of the terms and conditions of this Lease and in the event of a conflict in the terms of the mortgage (or deed of trust) and the terms of this Lease, the terms of this Lease shall supersede the terms of such mortgage or deed of trust.

REAL ESTATE TAXES

20. (a) Landlord, upon execution of this Lease, shall make a mailing address change on the property tax records so that the tax bill and tax notices for only the Leased Premises will be mailed to Tenant at the following address: Walgreen Co., 300 Wilmot Road, Deerfield, Illinois 60015, Attention: Tax Department. After said property tax records are changed, Tenant shall promptly send to Landlord copies of all tax bills and tax notices received by Tenant with respect to the Leased Premises. Prior to the date that the tax bill is mailed directly to Tenant, Landlord, prior to delinquency, shall send to Tenant a copy of the tax bill for the Leased Premises.

(b) Upon receipt of the aforesaid tax bills, Tenant shall pay, when due and before delinquency, the general real estate taxes (including all special benefit taxes and special assessments) levied and assessed against the Leased Premises, commencing when Tenant is required to commence paying fixed rents under this Lease and continuing for the remainder of the Term. However, the general taxes levied or assessed for the year during which Tenant commences paying fixed rent shall be prorated between Landlord and Tenant so that Tenant shall pay only such part thereof

as the period commencing on such date and ending December 31st bears to such entire tax year, and the general taxes levied or assessed for the year during which this Lease expires or is terminated shall be prorated between Landlord and Tenant so that Tenant shall pay only such part thereof as the period commencing on January 1st and ending on the date this Lease expires or is terminated bears to such entire tax year. Within sixty (60) days after payment of any such taxes, or as soon thereafter as receipt bills are available, Tenant shall furnish to Landlord photocopies of bills indicating such payments.

Tenant shall have the right, and is hereby irrevocably authorized and directed to deduct and retain amounts payable under the provisions of this Article from additional percentage rents payable under Section (b) of Article 2 for such tax year, or in the alternative, if such taxes for any tax year are payable after percentage rents under Section (b) of Article 2 for such tax year are payable, then Tenant shall have no liability under this Article to the extent of such percentage rents paid for such tax year. In such event, Landlord shall refund to Tenant the amount of such overpayment of percentage rent.

All special benefit taxes and special assessments shall be spread over the longest time permitted and Tenant's liability for installments of such special benefit taxes and special assessments not yet due shall cease upon the expiration or termination of this Lease. In no event shall Tenant be obligated to pay any impact fees whether or not billed by the taxing authority as a special benefit tax or a special assessment.

(c) Tenant shall have the right to contest the validity or the amount of any tax or assessment levied against the Leased Premises or any improvements thereon, provided that Tenant shall not take any action which will cause or allow the institution of foreclosure proceedings against the Leased Premises. Landlord shall cooperate in the institution of any such proceedings to contest the validity or amount of real estate taxes and will execute any documents required therefor.

Landlord covenants and agrees that if there shall be any refunds or rebates on account of any tax, governmental imposition or levy paid by Tenant under the provisions of this Lease, such refund or rebate shall belong to Tenant. Any such refunds or rebates which shall be received by Landlord shall be trust funds and shall be forthwith paid to Tenant. Landlord shall, on request of Tenant, sign any receipt which may be necessary to secure the payment of any such refund or rebate, and shall pay over to Tenant such refund or rebate as received by Landlord.

INSURANCE

21. Landlord shall carry fire and extended coverage insurance covering the Building and improvements in the Leased Premises to the extent of not less than 80% and not more than 100% of the full insurable value, less foundations, with companies which are authorized to do business in the State of Minnesota and are governed by the regulatory authority which establishes maximum rates in the vicinity. The proceeds from any such insurance shall be utilized to rebuild and repair the Leased Premises and the Building as provided in Article 15 hereof. Landlord shall also procure and continue in effect public liability and property damage insurance with respect to the operation of the Leased Premises. Such public liability insurance shall cover liability for death or bodily injury in any one accident, mishap or casualty in a sum of not less than \$1,000,000.00 and shall cover liability for property damage in any one accident, mishap or casualty in the amount of \$100,000.00 and further such insurance shall be endorsed to name Tenant as an additional Insured. The amount of such coverage shall not be in excess of that which is commercially reasonable for retail operations of the same type as the Leased Premises. Tenant, from time to time, during the Term of this Lease commencing when fixed rent commences to accrue as provided in Article 6 hereof,

upon request of Landlord (sent to Tenant's Accounting Department or as otherwise directed by Tenant), accompanied by a paid bill or photocopy thereof, shall pay to Landlord the amount of such premiums. Tenant shall have the right and is hereby irrevocably authorized and directed to deduct and retain amounts of any payments made pursuant to this Article in any lease year from additional percentage rents payable under Section (b) of Article 2 for such lease year, or in the alternative, if such payments for any lease year are payable after percentage rents under Section [b] of Article 2 for such lease year are payable, then Tenant shall have no liability under this Article to the extent of such percentage rents paid for such lease year.

Any liability hereunder for any period in which the Term of this Lease shall not cover an entire lease year shall be properly prorated.

MUTUAL INDEMNITY

22. Except for loss, cost and expense caused by fire or other casualty, Landlord and Tenant shall each indemnify and hold harmless the other against and from any and all loss, cost and expense resulting from their own respective negligent acts and omissions or the negligent acts and omissions of their respective employees in the course of their employment.

BROKERAGE

23. Landlord and Tenant represent that they have dealt with no broker or agent with respect to this Lease Landlord hereby indemnifies and saves and holds Tenant harmless against any claims for brokerage commissions or compensation or other claims of any kind (including reasonable attorney's fees and costs) arising out of the negotiation and execution of this Lease or Tenant's interest or involvement with respect to the Leased Premises.

PREVAILING PARTY

24. In the event of litigation between Landlord and Tenant in connection with this Lease, the reasonable attorneys' fees and court costs incurred by the party prevailing in such litigation shall be borne by the non-prevailing party.

NOTICES

25. All notices hereunder shall be in writing and sent by United States certified or registered mail, postage prepaid, or by overnight delivery service providing proof of receipt, addressed if to Landlord, to the place where rent checks are to be mailed, and if to Tenant, to 200 Wilmot Road, Deerfield, Illinois 60015, Attention: Law Department, and a duplicate to the Leased Premises, provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent. Notices shall be deemed given upon receipt or upon refusal to accept delivery.

RIGHT OF FIRST REFUSAL

26. Commencing on the first day of the 13th full calendar month following the date of this Lease and continuing thereafter during the term of the Lease, in the event that Landlord shall receive a Bona Fide Offer to purchase the Leased Premises at any time and from time to time during the Term of this Lease or any extensions thereof from any person or entity, Landlord shall so notify Tenant 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 in which Landlord intends to accept (subject to this Article 26). Tenant may, at Tenant's option and within twenty-eight (28) 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 that said price; furthermore, in such event, Landlord shall convey the Leased Premises to Tenant by warranty deed. 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 26. Any conveyance of the Leased Premises made in the absence of full satisfaction of this Article 26 shall be void. Tenant may enforce this Article 26, without limitation, by injunction, specific performance or other equitable relief.

TRANSFER OF TITLE

27. In the event that Landlord conveys its interest in the Leased Premises to any other person or entity, Tenant shall have no obligation to pay rents or any other charges under this Lease to any such transferee until Tenant has been notified of such conveyance and has received satisfactory evidence of such conveyance together with a written direction from such transferee as to the name and address of the new payee of rents and other charges. It is understood and agreed that Tenant's withholding of rent and other charges until its receipt of such satisfactory evidence shall not be deemed a default under this Lease.

RENT TAX

28. In the event that any governmental authority imposes a tax, charge, assessment or other imposition upon tenants in general which is based upon the rents payable under this Lease, Tenant shall pay the same to said governmental authority or to Landlord if Landlord is responsible to collect the same (in which case Landlord shall remit the same in a timely manner and, upon request of Tenant, evidence to Tenant said remittance). Tenant is hereby authorized and directed to deduct the amount of such taxes, charges, assessments or impositions from additional percentage rents payable under Section (b) of Article 2 for such lease year or, in the alternative, in the event that such imposition or a portion thereof is due after percentage rents, payable under Section (b) of Article 2 have been paid, Tenant shall have no liability under this Article to the extent that percentage rents for said lease year have been paid. Nothing contained herein shall be deemed to obligate Tenant with respect to any income, inheritance or successor tax or imposition.

MISCELLANEOUS

29. Captions of the several articles contained in this Lease are for convenience only and do not constitute a part of this Lease and do not limit, affect or construe the contents of such articles.

If any provision of this Lease shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

If more than one person or entity is Landlord, the obligations imposed on Landlord under this Lease shall be joint and several.

All provisions of this Lease have been negotiated by both parties at arm's length and neither party shall be deemed the scrivener of this Lease. This Lease shall not be construed for or against either party by reason of the authorship or alleged authorship of any provision hereof.

This instrument shall merge all undertakings between the parties hereto with respect to the Leased Premises and shall constitute the entire lease unless otherwise hereafter modified by both parties in writing. Tenant shall have the right to cancel this Lease if satisfactory evidence of Landlord's title shall not be received at 200 Wilmot

THE
RUNYAN/VOGEL
GROUP

THE RUNYAN/VOGEL GROUP, INC.
ARCHITECTS AND PLANNERS

1300 Edward Street, Suite 820
Minneapolis, Minnesota 55413
Phone 812-379-4100 Fax 812-379-4847

Consultant

Certification

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered Architect or Engineer under the laws of the State of _____

Date _____ Reg. No. _____

Commission No. 83-88

Drawn By SMJ

Checked By J. KOHLER

Date 2/11/94

Revisions 3/28/94

Project Title

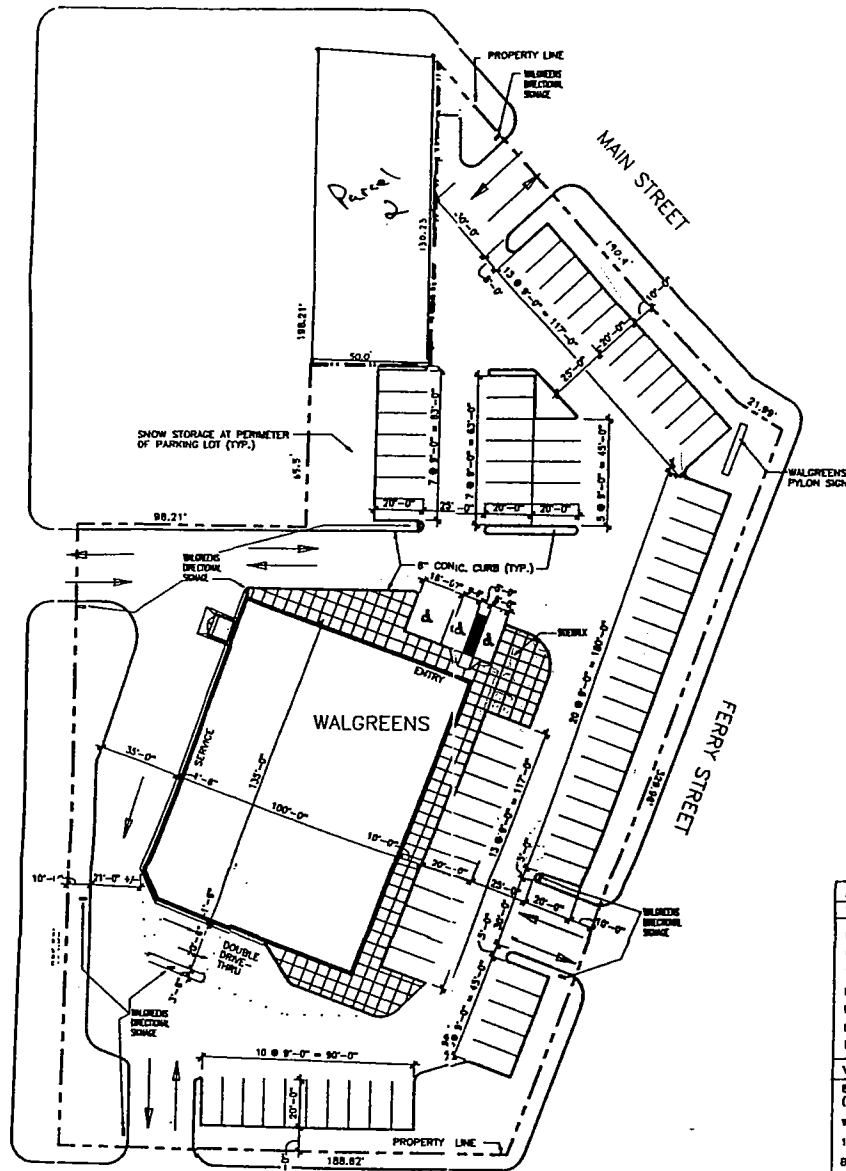
WALGREENS
HWY 169 @ MAIN STREET
ANOKA, MINNESOTA

Sheet Title

SITE PLAN

Sheet Number _____ Sheet of _____

A-1



PROJECT DATA	
WALGREENS	
BUILDING SIZE	13,450 S.F.
ONE STORY MASONRY DRUGSTORE	
73 PARKING SPACES PROVIDED	
BUILDING HGT.	28'-0" A.F.F.
LOT AREA	1.80 ACRES
LOT COVERAGE	1.80 ACRES
ESTIMATED COST	\$2.2 MILLION
VETERINARY CLINIC	
BUILDING SIZE	2548.5 S.F. (MAIN LEVEL)
WOOD FRAME CONSTRUCTION	
15 PARKING SPACES PROVIDED	
BUILDING HGT.	28'-0" A.F.F.
LOT AREA	0.15 ACRES
LOT COVERAGE	.10 ACRES
DEVELOPED BY	
SEMPER HOLDINGS 81 S. 9th STREET SUITE 1410 MINNEAPOLIS, MINNESOTA 55402 PHONE: 332-1500 FAX: 332-2428	

1 SITE PLAN
SCALE: 1" = 30'-0"



Exhibit "B"

That part of Lot 6, Block 44, of the Town, now City, of Anoka, described as follows: Commencing at the Northwest corner of said Lot 6 and running thence Southerly along the West line of said Lot 6 to the South line of Lot 8, of the aforesaid Block 44; thence at right angles East 50 feet; thence North parallel with the first course to the Northerly boundary line of said Lot 6; thence Westerly along the Northerly boundary line of said Lot 6, a distance of 50 feet to the point of commencement, Anoka County, Minnesota

and Lots 3 and 4 and the South 66 feet of Lot 6, all in Block 44 of the Town, now City of Anoka.

Also the East Half of Lot 5, in Block 44 of the Town, now City of Anoka; the said East Half being all of that part of said lot lying on the Easterly side of the line drawn from the Southwest corner of said Lot 5 to a point on the North line of said Lot 5, which point is distant on said North line 78.96 feet from the Northwest corner thereof.

Also that part of Lot 5, Block 44 of the Town, now City of Anoka, described as follows: Commencing at the Southwest corner of Lot 5; thence North on the West line of said Lot 5, 66 feet; thence East 33 feet; thence Southwesterly to point of commencement.

AND ALSO

That part of Lots 5 and 6, Block 44, in the City of Anoka, according to the plat thereof recorded in Book A of Plats, Page 1, described as commencing at a point on the North line of said Lot 6, 50 feet Easterly from the Northwest corner of said Lot 6; thence Easterly and Southeasterly along the Southerly boundary of Main Street in the City of Anoka 108 feet; thence Southwesterly 61.6 feet to an iron stake; thence West along the South line of Lot 8 in said Block 44, as extended 49 feet to a point 50 feet East of the West line of Lot 6 aforesaid; thence North parallel to the West line of Lot 6, 132 feet, more or less, to the point of beginning, Anoka County, Minnesota

and

Lots 1 and 2, Block 44, Town, now City of Anoka, according to the recorded plat thereof, Anoka County, Minnesota.

and

Lot 11, Block 44 of the Town, now City of Anoka, according to the map or plat thereof on file and of record in the Office of the Register of Deeds in and for Anoka County, Minnesota

and

Lots Twelve (12) and Thirteen (13), Block Forty-four (44), of the Town, now City of Anoka, according to the map or plat thereof now on file and of record in the Office of the Register of Deeds, Anoka County, Minnesota

and

Lot 10, in Block 44, together with an easement for right of way purposes over the South 10 feet of Lot 9, Block 44, of the Town, now City of Anoka, Anoka County, Minnesota.

EXHIBIT "C"

<u>DRAWING NO.</u>	<u>DATE</u>
D1	January 1, 1994
A0.1	January 1, 1994
A1.1	January 1, 1994
C0.0	January 1, 1994
A1.2	January 1, 1994
A2.1	January 1, 1994
A2.2	January 1, 1994
A2.3	January 1, 1994
A3.1	January 1, 1994
A4.1	January 1, 1994
A4.2	January 1, 1994
A4.3	January 1, 1994
A4.4	January 1, 1994
A5.1	January 1, 1994
A5.2	January 1, 1994
S0.1	January 1, 1994
S0.2	January 1, 1994
MPO.1	January 1, 1994
M1.1	January 1, 1994
M2.1	January 1, 1994
M2.2	January 1, 1994
P1.1	January 1, 1994
P2.1	January 1, 1994
E0.1	January 1, 1994
E1.1	January 1, 1994
E1.2	January 1, 1994
E1.3	January 1, 1994
E1.4	January 1, 1994
E1.5	January 1, 1994
E1.6	January 1, 1994
E2.1	January 1, 1994
E3.1	January 1, 1994
E4.1	January 1, 1994
E4.2	January 1, 1994
E4.3	January 1, 1994
E4.4	January 1, 1994
E4.5	January 1, 1994
E4.6	January 1, 1994
E4.7	January 1, 1994

EXHIBIT "D"
TITLE EXCEPTIONS

1. Easement for transmission lines in favor of the City of Anoka dated may 19, 1978 and filed of record on June 6, 1978 as Document No. 498481.
2. Easement for sewer, water and electrical services in favor of the City of Anoka dated January 30, 1968 and filed on February 21, 1968 as Document No. 306841.
3. Mortgage dated April 10, 1989 and filed April 27, 1989 as Document No. 847719 by and between Mark J. Guck and Karri A. Guck, mortgagors, and Robert H. Harris and Elinore Harris, morgagee, to secure the sum of \$55,000.00
4. Vendees interest of Marvin H. Hanson and Carolyn J. Hanson as vendees in a Contract for Deed dated October 8, 1962 and filed of record on October 22, 1963 as Document No 253918.
5. Mortgage dated April 8, 1993 and filed of record on April 14, 1993 as Document No. 1032966 by and between Bryan R. Hines and Julie J. Hines, mortgagors and Metropolitan Federal Bank, FSB to secure the sum of \$70,000.00.
6. Real Estate Taxes not yet due and payable.