

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Second Amendment") is executed as of this 9th day of July, 2014 (the "Effective Date"), by and between SDG FERRY & FREMONT LLC, hereinafter called "Landlord", and WALGREEN CO., hereinafter called "Tenant";

RECITALS:

A. March 31, 1994, Semper Holdings, Inc., as landlord, and Tenant entered into a certain lease relating to the real property located at 1911 S. Ferry St, Anoka, Minnesota, 55303 (the "Lease") as more particularly described in the Lease (the "Leased Premises").

B. Landlord is the successor in interest to Jackie 42, LLC, a Minnesota limited liability company, which is the successor in interest to Semper Holdings, Inc.

C. Landlord and Tenant desire to amend the Lease are hereinafter set forth.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Rent.** Landlord and Tenant hereby acknowledge and agree that beginning on the Effective Date and continuing until December 31, 2064, the monthly rent set forth in Article 2(a) of the Lease shall be reduced from \$18,833.33 to \$16,855.83. The figure used for percentage rent calculation on the twelfth (12th) line of Article 2(b) shall be reduced from \$452,000.00 to \$404,540.00.

2. **Term and Options.**

(a) From and after the date of this Second Amendment, the Term of the Lease shall be extended for a period of ten (10) years from December 31, 2054 to December 31, 2064.

(b) Landlord and Tenant acknowledge and agree that the term of the Lease commenced on December 10, 1994 and will expire on December 31, 2064 and that Tenant currently has the option to terminate the Lease as of the following dates: December 31, 2014, December 31, 2019, December 31, 2024, December 31, 2029, December 31, 2034, December 31, 2039, December 31, 2044 and December 31, 2049.

(c) From and after the date of this Second Amendment, Tenant hereby waives its option to terminate the Lease as of December 31, 2014 and December 31, 2019 and is granted two additional options to terminate the Lease as of December 31, 2054 and December 31, 2059, such that from and after the date of this Second Amendment, Tenant shall have the right to terminate this Lease as of December 31, 2024, December 31, 2029, December 31, 2034, December 31, 2039, December 31, 2044, December 31, 2049, December 31, 2054 and December 31, 2059.

3. **Representation.** Landlord warrants and represents to Tenant that if a third party consent is required for this Second Amendment to be effective, such consent is attached hereto.

4. **Miscellaneous.** All capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Lease. Except as specifically set forth herein, all terms, covenants and conditions of the Lease shall remain in full force and effect. This Second Amendment may be executed in any number of counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same original instrument. This Second Amendment may be executed via facsimile signature, and any such signature shall constitute an original and all such signatures when taken together shall constitute one and the same original instrument.

(Text of the document ends here – signatures commence on next page.)

1911 S. Ferry Street
Anoka, MN
Store #03423

IN WITNESS WHEREOF, Landlord and Tenant have caused this Second Amendment to Lease to be executed as of the date first above written.

Tenant:

WALGREEN CO.

By: [Signature]

Name: RICHARD D. STEINER

Title: DIRECTOR

*KM
4-28-14
via email*

Landlord:

SDG FERRY & FREMONT LLC

By: [Signature]

Name: Steven M. Swanson

Title: Manager

WITNESSES:

Jamie M. Bates

Rosemarie Harney

WITNESSES:

[Signature]

[Signature]

CONSENT TO SECOND AMENDMENT TO LEASE

WINTRUST BANK ("**Bank**"), owner and holder of the Mortgage, Security Agreement, Assignment of Rents and Leases, and Fixture Filing ("Mortgage") dated July __, 2014, and recorded _____ in Book _____, Page _____, County Recorder in and for Anoka County, Minnesota, hereby consents to the terms and provisions of the Second Amendment to Lease to which this Consent is attached ("**Second Amendment**").

This Consent to the Second Amendment shall be binding upon Bank, its successors and assigns. In witness whereof, the undersigned has executed and delivered this Consent, as of the ____, day of July, 2014.

[SIGNATURES AND NOTARY ACKNOWLEDGMENT PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has duly executed this Consent to be effective as of July 9, 2014.

Wintrust Bank
By: [Signature]
Name: Nick Koricana
Title: Officer

STATE OF Illinois (State where instrument executed)
COUNTY OF COOK (County where instrument executed)

I, Peter Lynch, a Notary Public of COOK County, State of Illinois, certify that Nick Koricana (the "Signatory") personally came before me this day and acknowledged that he/she is Officer of Wintrust Bank, and that he/she, in such capacity and being authorized to do so, executed the foregoing on behalf of _____.

I certify that the Signatory personally appeared before me this day, and (check one of the following and mark through all blank lines or spaces in the certificate)
 (I have personal knowledge of the identity of the Signatory); or
 (I have seen satisfactory evidence of the Signatory's identity, by a current state or federal identification with the Signatory's photograph in the form of: (check one of the following)
 a driver's license or
 in the form of _____); or
 (a credible witness has sworn to the identity of the Signatory).

The Signatory acknowledged to me that he/she voluntarily signed the foregoing instrument for the purpose stated and in the capacity indicated.

Witness my hand and official stamp or seal this 9th day of July, 2014.

[Signature]
Notary Public
Print Name: Peter F. Lynch
[Note: Notary Public must sign exactly as on notary seal]

My Commission Expires: 06/04/18
[NOTARY SEAL] (MUST BE FULLY LEGIBLE)

