CITY OF Pekin ILLINOIS

City of Pekin

THE REGULAR SCHEDULED LIQUOR COMMISSION MEETING OF THURSDAY, DECEMBER 28, 2023 HAS BEEN RESCHEDULED TO LIQUOR COMMISSION MEETING TUESDAY, DECEMBER 19, 2023 1:00 PM

1. **Pledge of Allegiance**

2. **Call to Order**

3. **Approve Agenda**

4. **Approval of Minutes**

   4.1. Liquor Commission Minutes - Regular Meeting - October 26, 2023

5. **Public Input**

6. **New Business**

   6.1. Liquor Application: Highland Park CVS, L.L.C. dba CVS/pharmacy #6451, 910 Court Street

7. **Any Other Business To Come Before The Commission**

8. **Adjourn**

LIQUOR COMMISSION MINUTES
REGULAR MEETING
THURSDAY, OCTOBER 26, 2023 AT 4:00 P.M.
CITY HALL COUNCIL CHAMBERS
111 SOUTH CAPITOL STREET
PEKIN, ILLINOIS 61554

Liquor Commissioner Mary Burress called the meeting to order at 4:04 PM.

The **PLEDGE of ALLEGIANCE** was led by Liquor Commissioner Mary Burress.

ROLL CALL
The following members were present for roll call: Police Chief John Dossey, Deputy Fire Chief Tony Rendleman, Commission Member Dr. Timm Schwartz, Commission Member Judy Heisel and Deputy Liquor Commissioner Adam Smith, Liquor Commissioner Mary Burress.

Absent: Fire Chief Trent Reeise

Also present: Attorney Kate Swise, City Clerk Sue McMillan and Liquor Commission Secretary Nicole Stewart.

APPROVAL OF AGENDA
Motion made by Police Chief John Dossey, seconded by Deputy Fire Chief Tony Rendleman to approve the October 26, 2023 agenda. On roll call vote all present voted Aye. Motion carried.

APPROVAL OF LIQUOR COMMISSION MINUTES
Motion made by Police Chief John Dossey, seconded by Commission Member Dr. Timm Schwartz to approve the September 28, 2023 Liquor Commission minutes. On roll call vote all presented voted Aye. Motion carried.

PUBLIC INPUT/COMMENTS/QUESTIONS
Mr. Bob Riffle, representative of Illinois Gaming Investors, spoke regarding the consumption of liquor on premises at Kroger. Mr. Riffle expressed appreciation for consideration of the request and the professionalism of Council and board for the opportunity to be heard.

OLD BUSINESS

Amending Liquor Code Regarding Chapter 5, Article II, Section 7 Creating a Class D License Allowing for a Pour with a Class B Package Liquor License, Amending Section 15 View from the Street and Amending Section 18 Regarding Minors

A motion was made by Police Chief John Dossey seconded by Liquor Commission Member Dr. Timm Schwartz to Amend the Liquor Code Regarding Chapter 5, Article II, Section 7 Creating a Class D License Allowing for a Pour License with a Class B Package Liquor License, Amending Section 15 View from the Street and Amending Section 18 Regarding Minors.

Liquor Commission Attorney Ms. Kate Swise led the discussion providing an overview of the revisions made to the draft ordinance based on the feedback of the commission during the last meeting. Notable changes included allowing the sale of any alcoholic liquor in the consumption area, removing the limitation of beer and wine, deleting the provision limiting Class D licenses to only grocery stores, adding the requirement that a person of 21 years of age must monitor the consumption area and added language that a Class D license was an additional fee to a Class B license. The revised ordinance still would only allow for the consumption of alcoholic liquor in the consumption area of no less than 1,000 square feet but would prohibit patrons from leaving the consumption area with open containers. The ordinance, however, permits the purchase of beer and wine outside of the consumption area to be consumed in the consumption area. Ms. Swise welcomed thoughts from the commission. Discussion of the Commission ensued with the Deputy Liquor Commissioner Adam Smith suggesting that retailers offer single serve bottles of all alcoholic liquor. Illinois Gaming Investors representative, Mr. Ripple, addressed the commission stating that that Kroger only intends to serve single cans or bottles of wine or beer. A motion was made by Liquor Commissioner Dr. Timm Schwartz to amend the ordinance limiting the consumption area to single serve liquor by removing the first sentence of paragraph 4(c), seconded by Deputy Fire Chief Tony Rendleman. On roll call vote all present voted aye. Motion carried.

On roll call vote, all present voted Aye on the original motion as amended to recommend approval of the ordinance to the Liquor Commissioner except for Deputy Fire Chief Tony Rendleman, who voted Present. Motion carried.

Ms. Swise announced that the proposed ordinance would be placed on the City Council Agenda for the November 13, 2023 meeting.

ANY OTHER BUSINESS TO COME BEFORE THE COMMISSION
Police Chief John Dossey announced that he would be retiring as Police Chief and beginning a new position as City Manager with the City of Pekin. Deputy Police Chief Seth Ranney would be promoted to Police Chief and taking his place on the Liquor Commission.

ADJOURNMENT
Motion to adjourn was made by Commission Member Dr. Timm Schwartz, seconded by Deputy Fire Chief Tony Rendleman. On roll call vote all present voted Aye. Motion carried.

Meeting adjourned at 4:24 PM.

Respectfully submitted,
Nicole L. Stewart
Liquor Commission Secretary and Deputy City Clerk

CITY OF Pekin ILLINOIS

REQUEST FOR COUNCIL ACTION	
Agenda Date:	December 19, 2023
To:	Members of the Liquor Commission
From:	Nicole Stewart, Deputy City Clerk
AGENDA ITEM:	Liquor Application: Highland Park CVS, L.L.C. dba CVS/pharmacy #6451, 910 Court Street
DESCRIPTION:	

LICENSE NUMBER ________

FEE $ 150.00

CUST # 33871

INSURANCE EXPIRATION 1-1-24

LEASE EXPIRATION 1-31-2024

CITY OF PEKIN
Local Liquor Control Commission

APPLICATION FOR ALCOHOLIC LIQUOR LICENSE

FIN # 37-1414552

Illinois Department of Revenue Retailers Occupation Tax ID – IBT # 3381-7006

Petitioner Highland Park CVS, L.L.C. *(name of corporation, individual, partnership)*
doing business as CVS/pharmacy #6451
Phone No. 309-347-6617 respectfully petitions you to grant an Alcoholic Liquor License, Class B ☑ Full Liquor ☐ Club ☐ Beer/Wine Only ☐ Packaged Liquor ☐ with VG Rider to operate a place of business at 910 Court Street, Pekin, Illinois from time of application or **May 1, 2023 to April 30, 2024** **Email:** cathy.tardie@cvshealth.com

1A. IN THE CASE OF A CORPORATION:

The object for which organized Retail Pharmacy

Full names, Birth Dates and Places of Birth, Social Security Nos., and Addresses of all Officers, all Directors, and all persons owning directly or beneficially more than 5% of the stock.

Full name see attached corporate office list Social Security No. ________
President
Address ________
Birth Date ________ Place of Birth ________
Phone No. Home ________ Work ________ Cell ________

Full name ________ Social Security No. ________
Secretary
Address ________
Birth Date ________ Place of Birth ________
Phone No. Home ________ Work ________ Cell ________
(Attach separate sheet if needed)

Agent full name ________ Social Security No. ________
Address ________
Birth Date ________ Place of Birth ________
Phone No. Home ________ Work ________ Cell ________

Manager full name Jeffery Stokes Social Security No. ________
Address 515 E Pearl St., Farmington, IL 61531
Birth Date ________ Place of Birth ________
Phone No. Home ________ Work ________ Cell ________

1B. IN THE CASE OF AN INDIVIDUAL OR PARTNERSHIP: N/A

Full name ______________________________ Social Security No. ____________
Address ____
Birth Date ___________________ Place of Birth ___________________________
Phone No. Home _____________ Work _______________ Cell _______________

Full name ______________________________ Social Security No. ____________
Address ____
Birth Date ___________________ Place of Birth ___________________________
Phone No. Home _____________ Work _______________ Cell _______________
(Attach separate sheet if more than two members in partnership)

Agent full name ___________________________ Social Security No. ___________
Address ____
Birth Date ___________________ Place of Birth ___________________________
Phone No. Home _____________ Work _______________ Cell _______________

Manager full name _________________________ Social Security No. __________
Address ____
Birth Date ___________________ Place of Birth ___________________________
Phone No. Home _____________ Work _______________ Cell _______________

2. State character of business of the applicant Retail Pharmacy
(Restaurant, Bar, Liquor Store, Hotel/Motel, Fraternal Organization, Golf Course)

3. State length of time said applicant has been in such business, or, in the case of a corporation, date when its charter was issued. Store opened 6-28-1998

4. State the amount of goods, wares and merchandise on hand at the time of original application. Estimated $280K *(new application only)*

5. State location and description (in addition to address) of the premises or place of business which is to operate under such license. *Attach detailed site plan. (view from street, windows, doors, tables, bar, etc.)*
910 Court Street - floor plan attached

6. Is the premise leased? yes, If yes, a copy of the Lease shall be provided as required and shall be for a term of sufficient length to encompass the period of the license sought. Attached

7. Is the premise owned? ________, If yes, a copy of the Deed shall be provided. List the name and address of the owner or owners of the premises and all the owners of the beneficial interest of any trust if said premises is held in trust.

8. Is there any school, church, hospital, home for aged or indigent persons located within 100 feet of the premises described in application? No

9. Has the applicant made application for a similar or other license on premises other than described in this application? No If yes, state disposition of such application.

10. Has the applicant ever been arrested for a felony or misdemeanor? No Is applicant disqualified to receive a license by reason of any matter contained in City of Pekin Liquor Control Code, laws of this State or other ordinances of this City? No
(include unpaid permits, licenses, taxes, fines, tickets, wastewater fees)

11. State whether a previous license by any State or subdivision thereof, or by the Federal government has been issued. No If so, where and when, or if any such license has been revoked, the reasons therefore. ________

12. State the date of incorporation, if an Illinois corporation, or the date of becoming qualified under the Illinois Business Corporation Act to transact business in Illinois if a foreign corporation. 8-24-2001

13. The applicant states that he or she will not violate any of the laws of the State of Illinois or of the United States, or any ordinance of the City in the conduct of his or her place of business.

14. Applicant states that adequate dram shop insurance is in force covering the applicant and the premises which are to be operated under such license **and will provide copy of insurance at each of its renewal dates.** Further, in addition to the foregoing statement made under oath, applicant attaches to this application as proof of insurance a copy of the policy for dram shop insurance coverage, containing at a minimum the following information: insurer's name, agent's name, date of expiration of policy, amount of coverage and type of coverage. Attached

15. Applicant states that a printed sign WARNING TO PERSONS UNDER THE AGE OF 21 YEARS has been supplied and is displayed at all times in a prominent place where alcoholic liquor is sold.

AFFIDAVIT

I do hereby swear (or affirm) that the applicant in whose name this application is made will not violate any of the ordinances of the City of Pekin or the laws of the State of Illinois or the United States of America, in the conduct of the place of business described herein, and that the statements contained in this application are true and correct to the best of our knowledge and belief and we understand that violation of any ordinances or laws shall constitute grounds for suspension or revocation of the licenses.

FAILURE TO COMPLETE ALL QUESTIONS WILL RESULT IN NON ISSUANCE OF LICENSES

In the case of a corporation this application must be signed by the ~~president and~~ secretary

[signature] President

Signature Thomas S. Moffatt Title

Linda M. Cimbron [signature] Assistant Secretary

Signature Linda M. Cimbron Title

State of ~~Illinois~~ Rhode Island)
) SS
County of Providence)

Subscribed and sworn to before me this 31st day of MARCH, 20L.L.C.23

[signature] Notary Public

Cathy Tardie Notary Public State of Rhode Island

Cathy Tardie
Notary Public
State of Rhode Island
My Comm Exp 07/06/2023

City of Pekin
111 S Capitol St
Pekin, IL 61554

Receipt: 01116394
Date: 05/12/2023

HIGHLAND PARK CVS, L.L.C.
CVS Headquarters
Woonsocket RI 02895

LP 0006797		150.00
100-000-130105 Liq App Fee - $150.00 - one time only		150.00
Check	51085923	150.00
Total		150.00
Change		0.00

Balance: Credit ($150.00)

Operator: akconnelley

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ENTITY NAME:

Personnel Name	Management Title	Home Address	Business Address	Social Security Number	Driver License.	Date of Birth	Phone	Home Phone
Thomas S. Moffatt	President	3022 Post Road South Kingstown RI 02879	One CVS Drive, Woonsocket, RI 02895	[redacted]	[redacted]	[redacted]	401-765-1500	[redacted]
Carol A. DeNale	Senior Vice President/Treasurer	15 Creekview Lane Yardley PA 19067	One CVS Drive, Woonsocket, RI 02895	[redacted]	[redacted]	[redacted]	401-765-1500	[redacted]
Melanie K. St Angelo	Secretary	9 Coldbrook Drive, Cranston, RI 02920	One CVS Drive, Woonsocket, RI 02895	[redacted]	[redacted]	[redacted]	401-765-1500	[redacted]
Joshua C. Cole	Assistant Treasurer	5 Meredith Way Fiskville, MA 01518	One CVS Drive, Woonsocket, RI 02895	[redacted]	[redacted]	[redacted]	401-765-1500	[redacted]
Sheelagh M. Beaulieu	Assistant Treasurer	50 Washington Street, Fairhaven, MA 02719	One CVS Drive, Woonsocket, RI 02895	[redacted]	[redacted]	[redacted]	401-765-1500	[redacted]
Linda M. Cimbron	Assistant Secretary	45 Bridge Street, Warren, RI 02885	One CVS Drive, Woonsocket, RI 02895	[redacted]	[redacted]	[redacted]	401-765-1500	[redacted]
Kimberley M. DeSousa	Assistant Secretary	28 Larchwood Dr, Cumberland 02864	One CVS Drive, Woonsocket, RI 02895	[redacted]	[redacted]	[redacted]	401-765-1500	[redacted]
Joshua J. Smith	Assistant Secretary	54 Rotary Drive Johnston RI 02919	One CVS Drive, Woonsocket, RI 02895	[redacted]	[redacted]	[redacted]	401-765-1500	[redacted]

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY): 05/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA, LLC.
99 HIGH STREET
BOSTON, MA 02110
Attn: CVSCaremark.CertRequest@Marsh.com Fax:212-948-5338

CN101226639-n/a-GL-23-24

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CVS HEALTH CORPORATION
ONE CVS DRIVE MC2180
WOONSOCKET, RI 02895

COVERAGES **CERTIFICATE NUMBER:** NYC-011618942-00 **REVISION NUMBER:** 0

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			XSL G47360791	01/01/2023	01/01/2024	EACH OCCURRENCE	$ 4,500,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X SIR: $500,000						MED EXP (Any one person)	$
	X LIQUOR LIABILITY INCLUDED						PERSONAL & ADV INJURY	$ 4,500,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 28,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ INCLUDED
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: STORE # 06451-02 LOCATED AT 910 COURT STREET, PEKIN, IL 61554

CERTIFICATE HOLDER

06451-02 CITY OF PEKIN
111 SOUTH CAPITOL STREET
PEKIN, IL 61554

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA LLC

Marsh USA LLC

AGENCY CUSTOMER ID: CN101226639
LOC #: Boston

ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA, LLC.		NAMED INSURED CVS HEALTH CORPORATION ONE CVS DRIVE MC2180 WOONSOCKET,RI 02895
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CONTINUED FROM DESCRIPTION SECTION:

COMMON POLICY CONDITIONS

A. Cancellation
2. We [Carrier] may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
a. 10 days before the effective date of cancellation if we cancel for non payment of premium

1) General Liability Additional Insured - Where Required Under Contract or Agreement language per endorsement CG 2026 (04/13):

SECTION II - WHO IS AN INSURED, is amended to include as an additional insured:
Any person or organization for whom the Named Insured has agreed to provide insurance prior to loss as provided by the General Liability Policy but only to the limit and scope of insurance agreed to by the Named Insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by the Named Insureds acts or omissions or the acts or omissions of those acting on the Named Insureds behalf:

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

2) General Liability Earlier Notice of Cancellation Provided By Us language per endorsement CG 02 24 10 93:

Number of Days Notice 90

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph 2. of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

3) GENERAL LIABILITY CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT
In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) by the Carrier according to the notification schedule shown below:

Name of Person(s) or Entity(ies):
Per the most current schedule maintained by Marsh USA, Inc. and furnished to Chubb no less than 45 days prior to the effective date of cancellation.

Number of Days Advanced Notice of Cancellation: 90

Click here for a printer-friendly version of this document.

MEMORANDUM OF INSURANCE	**DATE** 17-May-2023

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PRODUCER Marsh USA LLC ("Marsh")	**COMPANIES AFFORDING COVERAGE**
	Co. **A** See Additional Information Section
INSURED CVS Health Corporation One CVS Drive MC 2180, Woonsocket Rhode Island 02895 United States	Co. **B** ACE American Insurance Company
	Co. **C** Indemnity Insurance Company of North America
	Co. **D** ACE Fire Underwriters Insurance Company
	Co. **E** AXA XL Insurance
	Co. **F**

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	**TYPE OF INSURANCE**	**POLICY NUMBER**	**POLICY EFFECTIVE DATE**	**POLICY EXPIRATION DATE**	**LIMITS** LIMITS IN USD UNLESS OTHERWISE INDICATED	
B	**GENERAL LIABILITY** Commercial General Liability Occurrence	XSL G47360791	01-Jan-2023	01-Jan-2024	GENERAL AGGREGATE	28,000,000
					PRODUCTS - COMP/OP AGG	Included
					PERSONAL AND ADV INJURY	4,500,000
					EACH OCCURRENCE	4,500,000
					FIRE DAMAGE (ANY ONE FIRE)	
					MED EXP (ANY ONE PERSON)	
B	**AUTOMOBILE LIABILITY** Any Auto Scheduled Autos Hired Autos Non-Owned Autos	ISA H10771171	01-Jan-2023	01-Jan-2024	COMBINED SINGLE LIMIT	5,000,000
					BODILY INJURY (PER PERSON)	
					BODILY INJURY (PER ACCIDENT)	

					PROPERTY DAMAGE	
	EXCESS LIABILITY				EACH OCCURENCE	
					AGGREGATE	
C D	**WORKERS COMPENSATION / EMPLOYERS LIABILITY**	WLR C5074291A SCF C50743056	01-Jan-2023 01-Jan-2023	01-Jan-2024 01-Jan-2024	WORKERS COMP LIMITS	
					EL EACH ACCIDENT	2,000,000
					EL DISEASE - POLICY LIMIT	2,000,000
					EL DISEASE - EACH EMPLOYEE	2,000,000

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

MEMORANDUM OF INSURANCE

DATE
17-May-2023

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PRODUCER	**INSURED**
Marsh USA LLC ("Marsh")	CVS Health Corporation One CVS Drive MC 2180, Woonsocket Rhode Island 02895 United States

ADDITIONAL INFORMATION
CVS 2022-2023 MOI INFORMATION

7/30/2022 - 7/30/2023
PROPERTY - Retail Stores
Policy Limits: $85,000,000

PARTICIPATING INSURERS:
Ironshore Specialty Ins. Co. - Policy # 1000413029-03
*Liberty Specialty Markets Bermuda limited /Oil Casualty Insurance, Ltd - Policy # LSMAPR241716A
0033 HIS Lloyd's Syndicate - Policy# BOWPN2250810
1458 RNR Lloyd's Syndicate - Policy # BOWPN2250810
ACE American Insurance Company - Policy # MAUD37869995008
A2302 XIS Chubb European Group SE (Lloyd?s CGM) - Policy # BOWPN2250808

2623 /0623 AFB Lloyd's Syndicate (Beazley) - Policy # BOWPN2250807
First Specialty Insurance Corporation - Policy #ESP200423804
Factory Mutual Insurance Company - Policy# 1104803
Lloyds of London - Policy# VRN-CN-0002589-03
Renaissance Re Specialty - Policy# US LTD VRN-CN-0002589-03
Lloyds of London - Policy# VNB-CN-0002589-03
Independent Specialty Ins. Co - Policy# VUX-CN-0002589-03
Interstate Fire & Casualty Co - Policy# VRX-CN-0002589-03
Lexington Insurance Company - Policy# 11144874
Starr Surplus Lines Ins. Co. - Policy# SLSTPTY11668522
1183 TAL Lloyd's Syndicate Policy# BOWPN2250806
1458 RNR Lloyd's Syndicate Policy# BOWPN2250806
2010 MMX Lloyd's Syndicate Policy# BOWPN2250806
National Fire & Marine Insurance Company Policy # 42-PRP-311785-03
*Fidelis Insurance Bermuda Limited Policy# B22R0319618M
Star Stone Specialty Insurance Company Policy# O72146220CSP
Starr Surplus Lines Ins. Co. - Policy# SLSTPTY11668522
Hudson Excess Ins. Co. - Policy# HCS103610
Tokio Marine America Ins. Co US Policy# LCP6481298-02
Crum & Forster Specialty Ins. Co - Policy# PPP-911475
Landmark American Ins. Co. (RSUI) - Policy# LHD926338
7790 INIGO Lloyd?s Syndicate - Policy# BOWPN2250806
C9800 XIS (Convex) Lloyd?s Syndicate - Policy# BOWPN2250806
*Hamilton Re Ltd BDA Policy# PX22-4405-01
Starr Surplus Lines Ins. Co. - Policy# SLSTPTY11668522

BERMUDA*
THE PROPERTY INSURANCE NUMBERS # LSMAPR241716A, B22R0319618M AND PX22-4405-01 PLACEMENTS WERE MADE BY MARSH GLOBAL BROKING (BERMUDA). MARSH USA INC. HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THIS PLACEMENT, WHICH ISINDICATED HERE FOR YOUR CONVENIENCE.

EXCERPT FROM POLICY FORM:
NAMED INSURED
CVS Health Corporation
One CVS Drive
Woonsocket, RI 02895
and its allied, affiliated, subsidiary, and associated companies and/or corporations through ownership or management and the insured's interest in trusts, partnerships, limited liability companies, and joint ventures as now exist or may hereafter be constituted or acquired including their interests as owners, nominees, mortgagees, agents for others or otherwise as indicated and any party in interest which the insured is responsible to insure, but only for the specific perils for which the insured agreed in writing to provide coverage, hereinafter referred to as "the insured". It is further agreed that as respects joint ventures and partnerships entered into by the named insured, that at the option of the named insured, these entities are insured under this policy

CERTIFICATES OF INSURANCE
Any evidence of insurance issued in connection with this Policy, including electronic memorandums of insurance, shall be issued solely as a matter of convenience or information for the addressee(s), holder(s) or viewer(s) of said evidence of insurance, except where under written contract with a third party the Insured is required to provide property insurance for the benefit of a third party and include the interest of such third party under said property Policy as either additional insured, loss payee or mortgagee pursuant to said contract. In such event, the interest of such third party as either additional insured, loss payee or mortgagee as its interest may appear shall be covered under this Policy as of the inception date of this Policy if the contract had been entered into by the Insured prior to the Policy inception date, or as of the date the Insured

enters into contract with the third party if such date occurs subsequent to the Policy inception, subject otherwise to all of the Policy, terms, conditions and exclusion. Further, the inclusion of such additional interest(s) shall not increase this Company's limit of liability under this Policy.

It is also agreed that in the event of loss or damage to property insured under the Insured?s property Policy where the third party has an interest in said property per contract with the Insured as either additional insured, loss payee or mortgagee and is not otherwise specifically named under the Policy or made known to the Company prior to loss, such interest will be notified to the Company on the date of the notice of loss per the Policy conditions or as soon as reasonably practicable thereafter. Failure to timely notify the Company in such event will not relieve this Company of any liability for said additional interests, but will be corrected as soon as possible.

The Company also authorizes Marsh USA Inc. to issue certificates of insurance or to display Memorandum of Insurance including any mortgagee, loss payee and additional insured clauses consistent with the foregoing.

STANDARD MORTGAGEE CLAUSE

Loss or damage, if any, under this Policy, shall be payable to any mortgagee, (or trustee) as designated herein by endorsement or certificate of insurance, as interests may appear, under all Present or future mortgages upon the property herein described in which the aforesaid may have an interest as mortgagee(or trustee), in order of precedence of said mortgagees, and this insurance, as to the interest of the mortgagee or trustee only therein, shall not be invalidated by any act or neglect of the mortgagor or owner of the within described property, nor by any foreclosure or other proceedings or notice of sale relating to the property, nor by any change in the title or ownership of the property nor by the occupation of the premises for purposes more hazardous than are permitted by this Policy; provided, that in case the mortgagor or owner shall neglect to pay any premium due under this Policy, the mortgagee or trustee, shall, on demand, pay the same. Provided also, that the mortgagee (or trustee) shall notify the Companies of any change of ownership or occupancy or increase of hazard which shall come to the knowledge of said mortgagee, (or trustee) and, unless permitted by this Policy, it shall be noted thereon and the mortgagee (or trustee) shall, on demand, pay the premium for such increased hazard for the term of the use thereof; otherwise this Policy shall be null and void.

The Company reserves the right to cancel this Policy at any time provided by its terms, but in such case this Policy shall continue in force for the benefit only of the mortgagee (or trustee) for 90 days after notice to the mortgagee (or trustee) of such cancellation and shall then cease and the Companies shall have the right, on like notice, to cancel this agreement.

Whenever the Companies shall pay the mortgagee (or trustee) any sum for loss or damage under this Policy and shall claim that, as to the mortgagor or owner, no liability therefore existed, the Companies shall, to the extent of such payment, be thereupon legally subrogated to all rights of the party to whom such payment shall be made under all securities held as collateral to the mortgage debt, or may, at its option, pay to the mortgagee (or trustee) the whole principal due or to grow due on the mortgage with interest accrued thereon to the date of such payments, and shall receive a full assignment and transfer of the mortgage and of all such other securities; but no subrogation shall impair the right of the mortgagee (or trustee) to recover the full amount of said mortgagee's (or trustee's) claim.

CANCELLATION

This Policy may be canceled at any time at the request of the Insured or it may be canceled by the Company by mailing to the Insured at:
Vice President of Risk Management
CVS Health Corporation
One CVS Drive
Woonsocket, RI 02895

and to the additional insureds /loss payees or mortgagee indicated on the certificates of insurance issued during the term of this Policy, written notice stating when, not less than 90 days thereafter, such cancellation shall be effective. The earned premium shall be computed on a pro-rata basis.

The mailing of notice as aforesaid shall be sufficient proof of notice and the effective date and hour of cancellation stated in the notice shall become the end of the Policy period. Delivery of such written notice either by the Insured or by the Company shall be equivalent to mailing.

Cancellation shall not affect coverage on any shipment in transit on the date of cancellation. Coverage will continue in full force until such property is safely delivered and accepted at place of final destination.

In the event of non-payment of premium this Policy may be canceled by the Company by mailing to the Insured at the address shown in A. above stating when, not less than 10 days thereafter, such cancellation shall be effective. Reinstatement of coverage shall be effective immediately upon receipt of premium by the Company.

ADDITIONAL INSURED, LOSS PAYEE, OR MORTGAGEE
Any party which the Named Insured is contractually required to include as an Additional Insured, Loss Payee, or Mortgagee is granted such Status under this policy as such interest may appear. Coverage under the policy applies only to the extent of the coverage required by such contractual requirement and for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits of liability in excess of the applicable limits of liability of the policy.
The existence of more than one insured, Additional Insured or other interests shall not serve to increase the limits of liability of the policy.

PERILS: "All Risk" of direct physical loss or damage including Earthquake, Flood, and Wind, Subject to policy terms and conditions. Equipment Breakdown (Boiler and Machinery) Perils, Terrorism, Mold and Business Interruption are excluded. Plate Glass Damages are covered. Rental Value is included on an actual loss sustained basis but only to the extent required by the lease.

PROPERTY COVERED
Real and Personal Property, Extra Expense, Improvements and Betterments, Structures in the Course of Construction, Newly Acquired Locations and as more fully described in the policy(ies).

PROPERTY VALUATION
Replacement Cost, if replaced, for Assets other than inventory. Inventory is insured at sales price less normal discounts and unincurred expenses at all retail store locations. Policy(ies) include a waiver of subrogation to the extent agreed to by the Named Insured in any lease, agreement or written contract.

7/30/2022 - 7/30/2023
PROPERTY - Other than Retail Stores
POLICY LIMITS: $1,000,000,000 subject to various sub-limits for Flood and Earth Movement.
INSURER: FM Global
POLICY NO.: 1083992

PERILS: "All Risk" of direct physical loss or damage including Earth Movement, Flood and Named Wind Storm subject to policy terms and conditions. Equipment Breakdown (Boiler and Machinery) perils, Business Interruption are included. Terrorism and Mold are excluded.

PROPERTY COVERED: Real and Personal property, improvements and betterments, structures in the course of construction, newly acquired locations and extra expenses and as more fully described in the policy.

PROPERTY VALUATION: Functional replacement cost, if replaced, for all assets. Policies include waiver of subrogation to the extent agreed to by the Named Insured in any lease, agreement or other written contract

ADDITIONAL INSURED, LOSS PAYEE OR MORTGAGEE: Any Party which the Named Insured is contractually required to include as an Additional Insured, Loss Payee or Mortgagee is granted such status under this policy as such interest may appear. Coverage under this policy applies only to the extent of the coverage required by such contractual requirements and for the limits of liability specified in such contractual requirement, but in no event for insurance not afforded by the policy nor for limits in excess of the applicable limits of liability of the policy.

7/30/2022 - 7/30/2023
PROPERTY - Other than Retail Stores - Excess California Earth Movement
POLICY LIMITS: $300,000,000
Lexington Insurance Company - Policy# 043403522
General Security Indemnity Company of Arizona - Policy# TR0001486-13700-22
Hiscox Syndicate #33 - Policy# B1180D2205152619 - 10%
Princeton Excess & Surplus Lines Insurance Company Policy # B2A3IM0003503-01
QBE Specialty Insurance Company - Policy# ESE20359-00
Steadfast Insurance Company - Policy# BPP4278844

$50M X $200M
Steadfast Insurance Company - Policy# BPP4278845
$50M X $250M
Palomar Excess and Surplus Insurance Company - Policy # PE702078
QBE Specialty Insurance Company Policy # ESE20360-00

GENERAL LIABILITY; AUTOMOBILE; WORKERS COMPENSATION; ERRORS & OMMISSIONS;

EXCESS WORKERS COMPENSATION POLICIES:
Policy

Policy # WCU C50738188 (DC,MA,OH,RI)
Policy # WCU C50738279 (CT,NC,NJ,VA)
Insurer: ACE American Insurance Company
Effective: January 1, 2023 - January 1, 2024
Limits: WC - Statutory

Terrorism coverage included on General Liability, Automobile Liability, Workers Compensation and Excess Workers Compensation policies.

Virginia Garage Liability coverage is included on General Liability policy # XSL G47360791

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

SECTION II - WHO IS AN INSURED, IS AMENDED TO INCLUDE AS ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED UNDER THIS POLICY, AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU ENTER INTO WHICH REQUIRES YOU TO FURNISH INSURNACE TO THAT PERSON OR ORGANIZATION OF THE TYPE PROVIDED BY THIS POLICY, BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR OPERATIONS OR PREMISES OWNED BY OR RENTED TO YOU. HOWEVER, THE INSURANCE PROVIDED WILL NOT EXCEED THE LESSOR OFTHE COVERAGE AND/OR LIMITS OF THIS POLICY, OR THE COVERAGE AND/OR LIMITS REQUIRED BY SAID CONTRACT OR AGREEMENT.

SELF-INSURED RETENTIONS:
General Liability:

USD 500,000 (Including Liquor Liability)
Excess Workers Compensation:
USD 500,000 - DC, MA, OH, RI
USD 1,000,000 - CT, NC, NJ, VA

4/30/2023 - 4/30/2024
E&O-
Primary: $10,000,000 Limit, Retention is $50,000,000 Each Claim (Inclusive of Defense Expenses) - Illinois Union Insurance Company - MSP G71207353 005

Excess:
1st Excess - Travelers Casualty and Surety Company of America ($10M x $10M) -107013136
2nd Excess - US Specialty Insurance Company ($10M x $20M) - 14-MGU-22-A56335
3rd Excess - XL Specialty Insurance Company ($1M part of $10M x $30M) - ELU189581-23
3rd Excess- Lloyds of London ($9M part of $10M x $30M) - B0509FINPH2350112
4th Excess- Evanston Insurance Company ($10M part of $12.5M x $40M) - MKLV6EL0001506
4th Excess - General Security National Insurance Company ($2.5M part of $12.5M x $40M) - FA0114858-2023-1
5th Excess - XL Specialty Insurance Company ($5M part of $7.5M x $52.5M) - ELU189637-23
5th Excess- Berkley Insurance Company ($2.5M part of $7.5M x $52.5M) - BPRO 8093293
6th Excess- Liberty Specialty Markets Bermuda ($10M x $60M) - LSMAHC326363A
7th Excess- Ironshore Specialty Insurance Company ($10M x $70M) - HC7CAB9A73003
8th Excess- Allied World Surplus Lines Insurance Company ($10M x $80M) - 0311-6256
9th Excess- Coverys Specialty Insurance Company ($10M x $90M) - 5-10317

The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.

Click here for a printer-friendly version of this document.

Verify that all of your Illinois Business Authorization information is correct.

If not, contact us immediately.

If all of the information is correct, cut along the dotted line (fits a standard 5" x 7" frame). Your authorization must be visibly displayed at the business listed. Your Illinois Business Authorization is an important tax document that indicates that you are registered or licensed with the Illinois Department of Revenue to legally do business in Illinois.

OFFICIAL DOCUMENT | State of Illinois - Department of Revenue | OFFICIAL DOCUMENT

Illinois Business Authorization

HIGHLAND PARK CVS LLC

DBA: CVS PHARMACY #6451

910 COURT ST
PEKIN IL 61554-4816

Loc. Code: 090-0001-1-001

Pekin (Tazewell)
Tazewell County

Certificate of Registration

Sales and use taxes and fees (3381-7006)

Expiration Date:
1/31/2024

ILLINOIS REVENUE

Director

OFFICIAL DOCUMENT

Issued Date: 12/02/2022

IDOR-50-A (R-10/22)

Form **LLC-5.5**
January 2000

Jesse White
Secretary of State
Department of Business Services
Limited Liability Company Division
Room 359, Howlett Building
Springfield, IL 62756
http://www.sos.state.il.us

Payment must be made by certified check, cashier's check, Illinois attorney's check, Illinois C.P.A.'s check or money order, payable to "Secretary of State."

Illinois
Limited Liability Company Act
Articles of Organization

SUBMIT IN DUPLICATE
Must be typewritten

This space for use by Secretary of State

Date 8-24-01
Assigned File # 0059-411-3
Filing Fee $400.00
Approved: JB

This space for use by Secretary of State

FILED
AUG 24 2001
JESSE WHITE
SECRETARY OF STATE

1. Limited Liability Company Name: Highland Park CVS, L.L.C.

(The LLC name must contain the words limited liability company, L.L.C. or LLC and cannot contain the terms corporation, corp., incorporated, inc., ltd., co., limited partnership, or L.P.)

2. If transacting business under an assumed name, complete and attach Form LLC-1.20.

3. The address of its principal place of business: (Post office box alone and c/o are unacceptable.)
One CVS Drive, Legal Dept., Woonsocket RI 02895

4. The Articles of Organization are effective on: (Check one)

a) x the filing date, or b) ______ another date later than but not more than 60 days subsequent to the filing date: ______________ (month, day, year)

5. The registered agent's name and registered office address is:

Registered agent:	C T Corporation System		
	First Name	Middle Initial	Last Name
Registered Office:	c/o C T Corporation System, 208 South LaSalle Street,		
(P.O. Box and	Number	Street	Suite #
c/o are unacceptable)	Chicago	60604	Cook
	City	ZIP Code	County

6. Purpose or purposes for which the LLC is organized: Include the business code # (IRS Form 1065).
(If not sufficient space to cover this point, add one or more sheets of this size.)

"The transaction of any or all lawful business for which limited liability companies may be organized under this Act."

5912 Retail Pharmacy

7. The latest date, if any, upon which the company is to dissolve n/a ______________ . (month, day, year)

Any other events of dissolution enumerated on an attachment. (Optional)

LLC-5.5

8. Other provisions for the regulation of the internal affairs of the LLC per Section 5-5 (a) (8) included as attachment:
If yes, state the provisions(s) from the ILLCA. ☐ Yes ☒ No

9. a) Management is by manager(s): ☐ Yes ☒ No
If yes, list names and business addresses.

b) Management is vested in the member(s): ☒ Yes ☐ No
If yes, list names and addresses.

CVS Meridian, Inc.
One CVS Drive
Woonsocket RI 02895

6053
1102

10. I affirm, under penalties of perjury, having authority to sign hereto, that these articles of organization are to the best of my knowledge and belief, true, correct and complete.

Dated August 21 , 2001
(Month/Day) (Year)

Signature(s) and Name(s) of Organizer(s)		Business Address(es)	
1. [signature] *Signature*		1. One CVS Drive *Number Street*	
Melanie K. Luker, Assistant Secretary *(Type or print name and title)*		Woonsocket *City/Town*	
CVS Meridian, Inc. *(Name if a corporation or other entity)*		RI *State*	02895 *ZIP Code*
2. *Signature*		2. *Number Street*	
(Type or print name and title)		*City/Town*	
(Name if a corporation or other entity)		*State*	*ZIP Code*
3. *Signature*		3. *Number Street*	
(Type or print name and title)		*City/Town*	
(Name if a corporation or other entity)		*State*	*ZIP Code*

(Signatures must be in ink on an original document. Carbon copy, photocopy or rubber stamp signatures may only be used on conformed copies.)

AMENDED AND RESTATED
OPERATING AGREEMENT OF
Highland Park CVS, L.L.C. (the "Company")
as of 01/01/2006

ARTICLE I
FORMATION AND MEMBERSHIP

SECTION 1.01. Formation. The Company has been organized as a limited liability company pursuant to the Illinois Limited Liability Company Act, as amended (the "Act"). The Act shall govern the rights and liabilities of the parties hereto except as otherwise expressly stated.

ARTICLE II
OFFICES, NAME, ETC.

SECTION 2.01. Principal Office. The principal office of the Company shall be One CVS Drive, Woonsocket, Rhode Island or such other place as may be determined from time to time by the Member.

SECTION 2.02. Name. The business of the Company shall be conducted under the name of "Highland Park CVS, L.L.C." or such other name as the Member may determine from time to time.

SECTION 2.03. Term. The term of the Company commenced on the date its Certificate of Formation was filed in the office of the Secretary of State of Illinois and shall continue until terminated as hereinafter provided.

SECTION 2.04. Authorized Persons. The actions of the individual who executed the Certificate of Formation of the Company as an Authorized Person of the Company, are hereby ratified.

SECTION 2.05. Registered Agent. The name of the Company's Registered Agent in Illinois shall be CT Corporation System.

SECTION 2.06. Business Ventures. The Member may engage independently or with others in other business ventures of every nature and description, and the Company shall not have any rights in and to such independent ventures or the income or profits derived therefrom.

ARTICLE III
PURPOSES AND POWERS

SECTION 3.01. Purpose. The Company shall be a sole member limited liability company organized under the laws of the State of Illinois. The purpose of the Company is retail sales of drugs, health and beauty aids and any and all other lawful acts or activities permitted under the Act.

SECTION 3.02. Powers. In furtherance of the purposes of the Company as set forth in Section 3.01 and in addition to those powers provided in the Act, the Company hereby has the additional power and authority to enter into any kind of activity and to perform and carry out contracts of any kind necessary to, or in connection with, or incidental to, the accomplishment of the purposes of the Company, so long as said activities and contracts may be lawfully carried on or performed by a limited liability company under the Act.

ARTICLE IV
CAPITAL OF THE COMPANY

SECTION 4.01 Capital Contributions. The Member has contributed to the capital of the Company in such amounts as set forth in the books and records of the Company. The Member shall not be obligated to make additional contributions.

ARTICLE V
MEMBER

SECTION 5.01. Identity and Liability of Member. The "Member" shall be the party set forth on Exhibit A hereto, as such may be amended from time to time. The Member shall not be liable for the obligations of the Company solely by reason of being a Member. The Member shall not be required to make any contributions to the capital of the Company.

ARTICLE VI
MANAGEMENT

SECTION 6.01. General. The powers of the Company shall be exercised exclusively by or under the exclusive authority of, and the business and affairs of the Company shall be managed under the exclusive direction and control of, the Member.

SECTION 6.02. Officers.

(a) If desired, the Member may appoint one or more officers of the Company, which may include a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer and one or more Assistant Treasurers.

(b) Any officer may be removed, either with or without cause, by the Member.

(c) Any officer may resign at any time by giving written notice to the Member. Any such resignation shall take effect at the date of receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

(d) A vacancy in any office because of death, resignation, removal, disqualification or any other cause may be filled by the Member.

ARTICLE VII
DISTRIBUTIONS

SECTION 7.01. Distribution of Company Funds. After providing for the payment of any amounts due on any indebtedness of the Company and providing for a reasonable reserve for the payment of expenses of the Company, any remaining cash funds of the Company may be distributed or advanced to the Member.

ARTICLE VIII
INDEMNIFICATION

SECTION 8.01. Indemnification of Member and Officers. The Member or the officers of the Company (each, an "Indemnified Person") shall be indemnified in the manner and to the full extent permitted by the Act. Each person who at any time is, or shall have been, a Member or officer of the Company, and is threatened to be or is made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is, or was, a Member, officer or agent of the Company, or is or has served at the request of the Company as a manager, officer, member, employee or agent of another company, partnership, joint venture, trust or other enterprise, shall be indemnified against expenses (including attorneys' fees and expenses), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with any such action, suit or proceeding to the fullest extent permitted. The foregoing right of indemnification shall in no way be exclusive of any other rights of indemnification to which such Member or officer may be entitled under any agreement, or otherwise, and shall continue as to a person who has ceased to be a Member or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE IX
FISCAL YEAR, ACCOUNTING, INSPECTION OF BOOKS

SECTION 9.01. Fiscal Year and Accounting. Except as otherwise determined by the Member, the fiscal year of the Company shall be the calendar year. The books of the

Company shall be kept on such method as the Member shall from time to time determine consistent with generally accepted accounting principles.

SECTION 9.02. Inspection of Books. The books of the Company shall at all times be available for inspection and audit by the Member at the Company's principal place of business during business hours.

ARTICLE X
DISSOLUTION

SECTION 10.01. Events of Dissolution. The Company shall be dissolved on the first to occur of the following events: (a) the Member approves in writing the termination and dissolution of the Company or (b) the bankruptcy or dissolution of the Member. Notwithstanding the dissolution of the Company, the business of the Company shall continue to be governed by this Agreement until the winding up of the Company occurs.

SECTION 10.02. Distribution Upon Dissolution. Upon dissolution, after payment of, or adequate provision for, the debts and obligations of the Company, the remaining assets of the Company (or the proceeds of sales or other dispositions in liquidation of the Company's assets) shall be distributed to the Member. The Company shall terminate when all property has been distributed to the Member.

ARTICLE XI
GENERAL PROVISIONS

SECTION 11.01. Modification. This Agreement may be amended or modified by the Member.

SECTION 11.02. Governing Law; Severability. All questions with respect to the construction of this Agreement and the rights and liabilities of the Member shall be determined in accordance with the applicable provisions of the laws of the State of Illinois. If any provision of this Agreement, or the application thereof to any person or circumstances, shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that provision to other persons or circumstances shall not be affected, but rather shall be enforced to the extent permitted by law.

SECTION 11.03. Pronouns. Feminine or neuter pronouns shall be substituted for those of the masculine gender, the plural for the singular and the singular for the plural, in any place in this Agreement where the context may require such substitution.

SECTION 11.04. Titles. The titles of Articles and Sections are included only for convenience and shall not be construed as a part of this Agreement or in any respect affecting or modifying its provisions.

TAZEWELL COUNTY HEALTH DEPARTMENT
RETAIL FOOD SERVICE PERMIT

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Tazewell County Food Service Sanitation Ordinance and is hereby authorized to operate said retail food service establishment in Tazewell County.

Permit No.:	Classification:	Expiration Date:
412	Category III	12/31/23

CVS/PHARMACY #6451

910 COURT ST PEKIN, IL 61554

FEE: $150.00 *OWNER/OPERATOR:* CVS/PHARMACY #6451

Director of Public Health

Director of Environmental Health

EDWARDS ANGELL PALMER & DODGE LLP

2800 Financial Plaza Providence, RI 02903 401.274.9200 *fax* 401.276.6611 eapdlaw.com

Matthew E. Smith

401.455.7647

fax 866.320.7824

msmith@eapdlaw.com

January 12, 2010

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

G. B. Pekin Developers, LLC
c/o Gershman Brown & Associates, Inc.
600 E 96th St, Ste 150
Indianapolis, IN 46240

Re: Notice for lease agreement (the "Lease Agreement") between G. B. Pekin Developers, LLC (the "Landlord") and HOOK-SUPERX, L.L.C. (the "Company") for the CVS Store located at 910 Court Street, Pekin, Illinois (CVS Lease Agreement No. 06451-02)

To Whom This May Concern:

On January 1, 2010, the Company was party to an inter-company restructuring initiated by CVS Caremark Corporation ("CVS") that resulted in the operations of your tenant, the Company, becoming vested in Highland Park CVS, L.L.C., a wholly owned CVS subsidiary with significantly greater net worth than the Company (the "Restructuring"). Prior to the Restructuring, CVS owned directly or indirectly all of the membership interests of the Company. Now, CVS continues to own directly or indirectly all of the membership interests of Highland Park CVS, L.L.C., and as such Highland Park CVS, L.L.C. remains a subsidiary of CVS. As of January 1, 2010, the effective date of the Restructuring, Highland Park CVS, L.L.C. became the new tenant under the Lease Agreement by succeeding to all of the operations and obligations of the Company, including all of the rights, obligations, and liabilities of the Company arising under the Lease Agreement. Further, as this change is purely an inter-company Restructuring, Highland Park CVS, L.L.C. has retained the same contact information as your current tenant, the Company, which can be found in the Lease Agreement or applicable amendments.

The purpose of this letter is to notify you of the above-described Restructuring and assure you that nothing at the store level has changed. So that your records may adequately reflect this transaction, we have enclosed a copy of a Confirmation of Transfer of Lease Interest, which affirms Highland Park CVS, L.L.C.'s obligations under the Lease Agreement in more detail. Should you desire to see the additional Restructuring documents, or if you have any questions in connection with this Restructuring, please feel free to call me at (401) 455-7647. For all other lease related matters please refer to your Lease Agreement for the proper contact person at CVS.

Sincerely,

Matthew E. Smith

Matthew E. Smith

PRV 1050860.1

CONFIRMATION OF TRANSFER OF LEASE INTEREST

This Agreement (the "Agreement"), effective as of the 1st day of January, 2010 (the "Effective Date"), is by and between **HOOK-SUPERX, L.L.C.** (the "Former Tenant"), and **Highland Park CVS, L.L.C.**, an Illinois limited liability company (the "New Tenant").

RECITALS

WHEREAS, Former Tenant entered into that certain lease agreement with G. B. Pekin Developers, LLC with respect to that certain store located at 910 Court Street, Pekin, Illinois (as may have been amended from time to time, the "Lease").

WHEREAS, CVS Pharmacy, Inc. (the "Company") is implementing a reorganization of numerous direct and indirect subsidiaries, including Former Tenant (collectively, the "CVS Entities"), in order to generate economic and operational efficiencies in its business (the "Reorganization"), which Reorganization is being accomplished through mergers or transfers of assets or stock between or among certain CVS Entities, as evidenced by merger or other transfer agreements all dated as of January 1, 2010 (collectively, the "Reorganization Documents");

WHEREAS, pursuant to the terms of one or more of the Reorganization Documents, New Tenant desires to accept all of Former Tenant's right, title and interest in and to the Lease and assume all of Former Tenant's duties and obligation under the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

On the Effective Date, Former Tenant shall be deemed to have transferred all of its right, title and interest in and to the Lease to New Tenant, and New Tenant shall be deemed to have succeeded to all of Former Tenant's right, title and interest therein and thereto in accordance with the applicable Reorganization Documents. As transferee of or successor to Former Tenant, New Tenant hereby confirms that as of the Effective Date, New Tenant shall have assumed and is responsible and liable for any and all duties, liabilities and obligations of Former Tenant under the Lease. Therefore, all right, title, interest, duties, liabilities and obligations of Former Tenant under the Lease shall be and become vested in New Tenant from and after the Effective Date.

The parties hereto have executed this Agreement as of the date set forth above.

HOOK-SUPERX, L.L.C.

By: ______________________
Name: Melanie K. Luker
Title: Assistant Secretary

Highland Park CVS, L.L.C.

By: ______________________
Name: Zenon P. Lankowsky
Title: President

CVSHealth

One CVS Drive
Woonsocket, RI 02895

LEASE RENEWAL

July 27, 2018

Realty Income Properties 3, LLC
c/o Realty Income Corporation
Attn: Legal Department
11995 El Camino Real
San Diego CA, 92130

RE: Lease Agreement dated December 9, 1997, as amended, by and between Realty Income Properties 3, LLC as "Landlord" and HIGHLAND PARK CVS, L.L.C., as "Tenant", for the Premises located at 910 Court Street Pekin, IL, 61554 ("Lease") (CVS# 06451L02)

Dear Sir or Madam:
In accordance with the provisions of the Lease, as amended or supplemented, the undersigned hereby gives notice of its election to exercise the renewal option of said Lease for an additional period of 5 year(s) to commence on February 01, 2019 and expire on January 31, 2024, upon the same terms, covenants and conditions contained in said Lease, as amended.

If you have any questions please contact Angelia Chase at (401) 770-7214

Very truly yours,

HIGHLAND PARK CVS, L.L.C.

By: ______________________________
Peter J. Perry
Lease Administration Manager

While your acknowledgement of receipt of this letter is not required for its validity, we do request that, as a courtesy to us, you acknowledge receipt of the same by signing below, retaining one copy, and returning one copy to the attention of Angelia Chase at the above address. This will ensure that we continue to maintain accurate records.

Receipt acknowledged: By: ______________________

Date: ______________________

cc: Everett Moore, Frederick Lutz, Angelia Chase and S/L# 06451L02

Sent via Certified Mail # 7017 1000 0000 2929 4608

LEASE

Dated: December 9, 1997

LEASE GUARANTY

G.B. PEKIN DEVELOPERS, L.L.C.,
an Illinois limited liability company, Landlord

Hook-SupeRx, Inc.,
a Delaware corporation, Tenant

Court Street and Tenth Street, Pekin, Illinois

STORE # 6451

Respectfully Submitted,

BROWN, RUDNICK, FREED & GESMER
One Providence Washington Plaza
Providence, Rhode Island 02903

LEASE

This Lease is made on December 9, 1997, between the Landlord and the Tenant specified below. Any terms used in Part II of this Lease shall have the meaning ascribed thereto in Part I of this Lease.

PART I

1. Date of Lease: December 9, 1997

2. Landlord name, and state of and type of entity:

   G.B. Pekin Developers, L.L.C., an Illinois limited liability company

3. Landlord business address: G.B. Pekin Developers, L.L.C.
   250 East 96th Street, Suite 100
   Indianapolis, Indiana 46240
   Attn: Mr. Thomas Crowley

4. Landlord notice address: same as #3 above

   with a copy to: Rudnick & Wolfe
   203 North LaSalle Street
   Chicago, Illinois 60601
   Attn: Larry Fey, Esq.

5. Tenant name, and state of and type of entity:

   Hook-SupeRx, Inc., a Delaware corporation

6. Tenant business address: One CVS Drive
   Woonsocket, Rhode Island 02895

7. Tenant notice address: One CVS Drive
   Woonsocket, Rhode Island 02895
   Attn: Property Administration
   Department, Store No. 6451

8. Guarantor: CVS Corporation, a Delaware Corporation
   One CVS Drive
   Woonsocket, Rhode Island 02895

9. Premises: that certain lot or parcel of real estate located at 10th Street and Court Street, Pekin, Illinois, including the building, fixtures and building systems to be constructed and described in Section 10 below, and including all improvements situated

on said property, and all rights, easements, rights of way, and other appurtenances thereto, such parcel of real estate being more fully described on **Exhibit A**.

10. Building: ground floor dimensions: 75 feet by 135 feet

    ground floor total square footage: 10,125

    mezzanine square footage: n/a

    basement square footage: n/a

    upper floors: n/a

    ground floor is outlined in red on **Exhibit B**.

11. Initial Term: shall commence on December 9, 1997 (the "Lease Commencement Date") and shall expire on January 31, 2019; all subject to all terms and conditions of this Lease.

    As used in this Lease, "Term" shall include the Initial Term and any Extension thereof pursuant to Article 3 of Part II.

12. Date of Rent Commencement shall mean date on which Fixed Rent commences, which shall be: July 1, 1998.

13. Renewal Options: 4 (four) Extension Periods,
    of 5 (five) years each (See Article 3 of Part II)

14. Required Advance Notice of Exercise of Renewal Options: one hundred eighty (180) days prior to the expiration of the then-current term. (See Article 3 of Part II)

15. Fixed Rent is the Base Rent or Adjusted Rent, whichever is applicable.

16. Base Rent is the amount specified below, which rent shall be payable in equal monthly installments, commencing on the Date of Rent Commencement and continuing on the first day of each month thereafter until the earlier to occur of a Termination Date or Substantial Completion:

Period	Annual Rent	Monthly Installments
7/1/97 until a Termination Date or Substantial Completion	$226,974.12	$18,914.51

17. Adjusted Rent is the amount specified below, which rent shall be payable in equal monthly installments, commencing on the first day of the month next following the date on which Substantial Completion occurs and continuing on the first day of each month thereafter during the Initial Term:

Period	Annual Rent	Monthly Installments
Through the Initial Term	$248,643	$20,720.25

In the event of the exercise of any Renewal Option, Adjusted Rent shall be as follows, payable monthly in equal monthly installments, commencing on the first day of the month on which each Renewal Period commences:

Extension Period	Annual Rent	Monthly Installments
First extension period from 2/1/2019 to 1/31/2024	$254,004.00	$21,167.00
Second extension period from 2/1/2024 to 1/31/2029	$259,365.00	$21,613.76
Third extension period from 2/1/2029 to 1/31/2034	$264,726.00	$22,060.51
Fourth extension period from 2/1/2034 to 1/31/2039	$270,087.00	$22,507.26

18. Landlord's Lender: Credit Suisse First Boston Mortgage Capital LLC

19. Landlord's Lender Business Address: Eleven Madison Avenue
New York, NY 10010-3629

20. Landlord's Lender Notice Address: Credit Suisse First Boston Mortgage Capital LLC
Eleven Madison Avenue
New York, NY 10010-3629
Attn: Robert K. Vahradian, Vice President

with a copy to:

Brown, Rudnick, Freed & Gesmer
One Financial Center
Boston, MA 02111
Attn: Ronald S. Borod, Esq.

21. Lease Default Rate: the lower of (i) five percent (5%) per annum above the greater of (a) the Prime Rate in effect as of the Due Date for such payment, as the same may vary from time to time thereafter, or (b) the Interest Rate then in effect, or (ii) the highest rate permitted to be contracted for under applicable law. "Prime Rate" means the rate of interest per annum announced from time to time by Citibank N.A. of New York, New York, as the base rate charged to its most creditworthy corporate borrowers on unsecured loans of ninety (90) days or less, or, if Citibank N.A. shall cease to announce such rate, then the rate published as the prime rate in the Wall Street Journal. "Interest Rate" means the rate charged by Landlord's Lender under its loan to Landlord ("Loan").

22. All exhibits to this Lease are incorporated herein by this reference.

23. Account for payment of all Fixed Rent by wire transfer: See Rider

24. Substantial Completion or Substantially Completed: shall mean the date when both of the following items shall have occurred: (i) (except for Tenant improvements, punch list items and minor items which can be fully completed without material interference with the use of the improvements, and other items which because of the season, weather or nature of the items are not practical to do at the time) all work required by the plans and specifications for the Building has been completed and the certificate of occupancy for the Building shall have been issued, and (ii) Tenant shall have taken occupancy of the Building and commenced operation of a retail drug store within the Building.

25. Substantial Completion Date: shall mean July 1, 1998, as such date may be extended pursuant to the Loan Agreement between Landlord and Landlord's Lender.

26. Termination Date: shall mean the date on which this Lease either expires by its terms or is terminated before such expiration by reason of the occurrence of a Failure of Completion Termination Date (as defined in Section 33 of Part II hereof) or by reason of the occurrence of an Involuntary Conversion Termination Date (as defined in Section 14(b) of Part II hereof.

LIST OF EXHIBITS:

Exhibit A - Legal Description
Exhibit B - Premises - Site Plan

Exhibit C - Permitted Encumbrances
Exhibit D - Subordination, Non-Disturbance and Attornment Agreement
Exhibit E - Estoppel Certificate
Exhibit F - Completion Certificate

Schedule A - Stipulated Loss Value Table

PART II

PREMISES -

1. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, for the Term and on the conditions herein provided, the Premises described in Section 9 of Part I hereof.

NO MERGER OF TITLE -

2. There shall be no merger of this Lease or of the leasehold estate with the fee estate in or ownership of the Premises by reason of the fact that the same entity may acquire or hold or own (i) this Lease or such leasehold estate or any interest therein and (ii) the fee estate or ownership of any of the Premises or any interest therein. No such merger shall occur unless and until all entities having any interest in (x) this Lease or such leasehold estate and (y) the fee estate in the Premises including, without limitation, Landlord's Lender's interest therein, shall join in a written, recorded instrument effecting such merger.

RENEWAL OPTIONS -

3. Tenant may extend the Term of this Lease for each of the Renewal Options described in Section 13 of Part I hereof, upon all the of the terms set forth in this Lease. Tenant may do so only if an Event of Default shall not exist under this Lease at the time of any such election, and by giving Landlord notice of each such election not later than the Required Advance Notice of Exercise of Renewal Options (as defined in Section 14 of Part I). Tenant shall not be entitled to extend the Term of this Lease for any Renewal Option unless Tenant shall have extended the Term of this Lease for the preceding Renewal Option, if any.

USE -

4. (a) Tenant may use the Premises for any lawful purpose.

(b) Without limiting any rights of Tenant under this Lease, Tenant, subject to Laws (as defined in Article 10), may: keep the Premises open for business on Sundays and/or holidays; and operate on an "extended-hours basis" (defined as being open for business in excess of 110 hours per week).

FIXED RENT AND ADDITIONAL RENT -

5. (a) Commencing as of the Date of Rent Commencement, Tenant shall pay to Landlord or to Landlord's Lender, if directed by Landlord in writing, into the account designated in Section 23 of Part I, or into such other account or at such other address as Landlord or Landlord's Lender as the case may be shall, from time to time, designate by written notice to Tenant, the Fixed Rent set forth in Section 15 of Part I hereof, payable to Landlord no later than

the first day of each month in advance (the "Due Date"). All Fixed Rent shall be paid either by federal funds wire transfer in immediately available funds or in immediately available funds that are otherwise available for use in the account designated by Landlord or Landlord's Lender on the Due Date. (Any foregoing provision to the contrary notwithstanding, any direction to Tenant to pay Fixed Rent or Additional Rent to any account or address other than the account designated in Section 23 of Part I shall be null and void and of no legal effect unless such direction is in writing and co-signed by Landlord's Lender.) If any Due Date falls on a day which is not a Business Day, the Fixed Rent due and payable on such date shall be due and payable on the next succeeding Business Day without interest or penalty if paid on such succeeding Business Day. A "Business Day" is defined as any day other than a Saturday or Sunday or other day on which the banks in New York, New York are authorized or required to be closed.

(b) If any installment of Fixed Rent is not paid on the Due Date, Tenant shall pay Landlord interest on such overdue payment at the Lease Default Rate as defined in Section 21 of Part I of this Lease, accruing from the Due Date of such payment until the same is paid. Tenant shall be entitled to receive any earnings which accrue in the account into which Fixed Rent is paid prior to the date on which the next succeeding payment is made on the Loan.

(c) Commencing as of the Lease Commencement Date, all taxes, costs, expenses and amounts which Tenant is required to pay pursuant to this Lease (other than Fixed Rent), together with every fine, penalty, interest and cost which may be added for non-payment or late payment thereof, shall constitute additional rent ("Additional Rent"). All Additional Rent shall be paid directly by Tenant to the party to whom such Additional Rent is due. If Tenant shall fail to pay any such Additional Rent or any other sum due hereunder when the same shall become due, Landlord shall have all rights, powers and remedies with respect thereto as are provided herein or by law in the case of non-payment of any Fixed Rent and shall, except as expressly provided herein, have the right to pay the same on behalf of Tenant. Tenant shall pay to Landlord interest at the Lease Default Rate on all overdue Additional Rent and other sums due hereunder, in each case paid by Landlord on behalf of Tenant, from the date of payment by Landlord until repaid by Tenant.

NET LEASE; TRUE LEASE -

6. (a) It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, and that Fixed Rent, Additional Rent, and all other sums payable by Tenant hereunder shall continue to be payable in all events, and that the obligations of Tenant hereunder shall continue unaffected during the Term, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease. Except as expressly provided herein, the obligations of Tenant hereunder shall not be affected by reason of: failure of the Building to be Substantially Completed by the Substantial Completion Date or the Rent Commencement Date, any damage to or destruction of any portion of the Premises; any defect in the condition, design, operation or fitness for use of the Premises or any portion thereof; any taking of the Premises or any part thereof by condemnation or otherwise; any prohibition, limitation, interruption, cessation, restriction or prevention of Tenant's use, occupancy or enjoyment of the Premises, or any interference with such use, occupancy or enjoyment by any person; any eviction by paramount

title or otherwise; any default by Landlord hereunder or under any other agreement; the impossibility or illegality of performance by Landlord, Tenant or both; any action of any governmental authority (including, without limitation, changes in Laws); or any failure in the Premises to comply with applicable Laws, or any other cause whether similar or dissimilar to the foregoing. This is a net lease and Fixed Rent, Additional Rent, and all other sums payable hereunder by Tenant shall be paid without notice or demand, and without setoff, counterclaim, recoupment, abatement, suspension, reduction or defense, except as otherwise specifically set forth herein. Tenant shall pay all expenses related to the operation, maintenance and repair of the Premises, and to the extent required hereunder, taxes and insurance costs. This Lease shall not terminate and Tenant shall not have any right to terminate this Lease, during the Term, except as otherwise expressly provided herein.

(b) Landlord and Tenant agree that this Lease is a true lease and does not represent a financing arrangement. Each party shall reflect the transaction represented hereby in all applicable books, records and reports (including income tax filings) in a manner consistent with "true lease" treatment rather than "financing" treatment.

CONDITION -

7. EXCEPT FOR LANDLORD'S LIMITED WARRANTY SET FORTH IN SECTION 38, (AND EXCEPT FOR SUCH REPRESENTATIONS AND WARRANTIES WHICH LANDLORD MAY MAKE UNDER THE CONSTRUCTION AGREEMENT WITH TENANT, WITH RESPECT TO WHICH TENANT HAS SEPARATE REMEDIES EXPRESSLY STATED THEREIN OR IN OTHER SEPARATE AGREEMENTS) LANDLORD MAKES NO, AND EXPRESSLY HEREBY DENIES ANY, REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION OR SUITABILITY OF, OR (EXCEPT WITH RESPECT TO LANDLORD'S LIMITED WARRANTY SET FORTH IN SECTION 38) TITLE TO, THE PREMISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, TENANT WAIVES ANY RIGHT OR REMEDY OTHERWISE ACCRUING TO TENANT ON ACCOUNT OF THE CONDITION OR SUITABILITY OF THE PREMISES, OR TITLE TO THE PREMISES, AND TENANT AGREES THAT IT TAKES THE PREMISES "AS IS," WITHOUT ANY SUCH REPRESENTATION OR WARRANTY, INCLUDING, WITHOUT LIMITATION, AND IMPLIED WARRANTIES. Tenant acknowledges and agrees that no representations or warranties have been made by Landlord, or by any person, firm or agent acting or purporting to act on behalf of Landlord of any kind or nature.

LIENS -

8. Tenant shall not, directly or indirectly, create or permit to be created or to remain, and shall promptly discharge, any lien on the Premises, other than the mortgage or deed of trust held by Landlord's Lender (and any assignment of leases or rents collateral thereto) (herein, collectively, a "Mortgage"), the Permitted Encumbrances and any mortgage, lien, encumbrance or other charge created by or resulting from any act or omission by Landlord or those claiming by, through or under Landlord other than Tenant. Nothing contained in this Lease shall be construed as constituting the consent or request of Landlord, express or implied, to or for the

performance by any contractor, laborer, materialman, or vendor of any labor or services or for the furnishing of any materials for any construction, alteration, addition, repair or demolition of or to the Premises or any part thereof. Notice is hereby given that Landlord will not be liable for any labor, services or materials furnished or to be furnished to Tenant, or to anyone holding an interest in the Premises or any part thereof through or under Tenant, and that no mechanic's or other liens for any such labor, services or materials shall attach to or affect the interest of Landlord in and to the Premises.

REPAIRS AND MAINTENANCE -

9. Tenant shall during the Term, keep and maintain the Premises, including, without limitation, the roof, landscaping, walls, footings, foundations, HVAC, mechanical and electrical systems in or serving the Premises and structural and nonstructural components and systems of the Premises in good repair and appearance, and shall promptly make all repairs and replacements (substantially equivalent in quality and workmanship to the original work) of every kind and nature, whether foreseen or unforeseen, ordinary or extraordinary, which may be required to be made upon or in connection with any of the Premises in order to keep and maintain the Premises in as good repair and appearance as they were originally, except for ordinary wear and tear and damage by fire or other casualty or a taking as provided herein. Landlord shall not be required to make any repair, replacement, maintenance or other work whatsoever, whether foreseen or unforeseen, or to maintain any of the Premises in any way, and Tenant hereby expressly waives the right to make repairs, replacements or to perform maintenance or other work at the expense of the Landlord, which right may be provided for in any law now or hereafter in effect. Tenant shall, in all events, make all repairs, replacements and perform maintenance and other work for which it is responsible hereunder promptly, in a good, proper and workmanlike manner.

COMPLIANCE WITH LAWS AND AGREEMENTS -

10. During the Term Tenant shall comply with all present and future laws, statutes, ordinances, rules, orders and regulations (collectively, "Laws") relating to the Premises, regardless of whether any Law imposes the duty of compliance on Landlord or Tenant. Tenant shall not use, occupy or permit Premises to be used or occupied, nor do or permit anything to be done in or on the Premises in a manner which would (a) violate any certificate of occupancy or equivalent certificate affecting the Premises, or (b) constitute a public or private nuisance or waste.

ACCESS TO PREMISES -

11. Upon reasonable notice to Tenant, and during Tenant's business hours, Landlord may show the Premises to purchasers and potential purchasers, and to mortgagees and potential mortgagees. Upon reasonable notice to Tenant, during the last 6 months of the then-current term, unless Tenant shall have exercised any Renewal Option, Landlord also may show the Premises to persons wishing to rent the same, and place notices offering the Premises "For Rent" or "For Sale" on the front of the Building. However, Landlord shall not place any such notices on or in any door or show window of the Building.

WAIVER OF SUBROGATION -

12. Notwithstanding anything in this Lease to the contrary, Landlord and Tenant each waives any rights of action for negligence against the other party, which may arise during the Term for damage to the Premises or to the property therein resulting from any fire or other casualty, but only to the extent covered by All-Risk property insurance policies.

DAMAGE OR DESTRUCTION -

13. (a) In the event of any damage to the Premises by fire, the elements or other casualty during the Term (a "Casualty"), Tenant shall give Landlord immediate notice thereof. Provided that no Event of Default shall then exist, Tenant shall adjust, collect and compromise any and all claims covered by insurance. From and after the occurrence of an Event of Default or so long as Guarantor fails to have a Minimum Rating, Landlord or Landlord's Lender shall adjust, collect and compromise any such claims.

(b) In the event of any Casualty (whether or not insured against) resulting in damage to the Premises or any part thereof, the Term shall nevertheless continue and there shall be no abatement or reduction of Fixed Rent, Additional Rent, or any other sums payable by Tenant hereunder.

(c) Tenant hereby irrevocably assigns to Landlord all awards, compensations, and insurance payments on account of any Condemnation or Casualty (net of any amounts applicable to Tenant's personal property, leasehold improvements not part of the real property under applicable law, moving expenses and Tenant's business interruption) (hereinafter collectively called "Compensation"). All Compensation shall be applied pursuant to the applicable provisions of this Lease, and all such Compensation (less the expense of collecting such Compensation), is herein called the "Net Proceeds." All Net Proceeds shall be delivered to Landlord (to be held and disbursed in accordance with the provisions of this Lease by a mutually acceptable escrow agent for the benefit of the Premises), provided, however, that if at the time of the delivery of the Net Proceeds a Mortgage is in existence, such Net Proceeds shall be delivered to Landlord's Lender, to be held and disbursed in accordance with the provisions of this Lease. Notwithstanding the foregoing, if the Compensation arises as a result of a Casualty (rather than a Condemnation), which shall occur after Substantial Completion, Landlord or Landlord's Lender shall cause the Net Proceeds to be released promptly to Tenant, but only if no Event of Default has occurred and is continuing, and only if the long-term unsecured debt of Guarantor is rated at least BBB by Standard & Poor's Ratings Service and at least Baa2 by Moody's Investors Service (the "Minimum Rating") at the time of delivery of the Net Proceeds (or if such rating shall not then have been obtained and be continuing, the Net Proceeds shall be released in accordance with clause (e) below).

(d) Tenant shall, whether or not the Net Proceeds of such insurance are sufficient for the purpose or delivered to Tenant, promptly repair or replace the improvements damaged by such Casualty (including any alterations previously made by Tenant hereunder) so as to restore the Premises to the condition and fair market value thereof immediately prior to such occurrence (or if the Building was under construction at such time, to the condition and fair market value thereof at the time of completion); provided however, that if the Casualty occurs within 24 months prior to the expiration of the then current Term (a "Termination Casualty"), then so long as no Event of Default then exists, Tenant may elect not to restore provided such election is made within one hundred eighty (180) days after the date of such casualty, in which event Tenant may terminate this Lease on an Involuntary Conversion Termination Date (as defined in Section 14 of this Part II), but only if (i) such termination is accompanied by a Rejectable Offer, as provided in Section 14 of this Part II, and (ii) if such Rejectable Offer is accepted by Landlord as provided in Section 14, Tenant makes full payment of the sum due thereunder as provided in Section 14, in immediately available funds (it being agreed that if Tenant shall have failed to send such notice within such 180-day period, then Tenant shall be deemed to have waived its right to so terminate the Lease). Prior to any such rebuilding, replacement or repair, Tenant shall notify Landlord in writing of the estimated cost thereof (the "Restoration Cost"). Except for such termination expressly provided for above, Tenant shall not have any right to abate the payment of Fixed Rent or Additional Rent as a result of any Casualty.

(e) The Restoration Cost shall be paid first out of Tenant's own funds to the extent that the Restoration Cost exceeds the Net Proceeds payable in connection with such occurrence, after which expenditure Tenant shall be entitled to receive promptly the Net Proceeds (less a retainage amount equal to 5% in the event that there is an Event of Default or Guarantor fails to maintain the Minimum Rating) (unless Tenant has already received the same as a result of Guarantor having the Minimum Rating), but only against certificates of Tenant (and lien releases and other items generally and reasonably required in connection with disbursement of construction loan or insurance proceeds) delivered to Landlord from time to time as such work or rebuilding, replacement and repair progresses, each such certificate describing the work for which Tenant is requesting payment and the cost incurred by Tenant in connection therewith and stating that Tenant has not theretofore received payment for such work out of the Net Proceeds. Any Net Proceeds remaining after final payment has been made for such work shall be promptly delivered to Tenant. Notwithstanding any contrary provision hereof, if an Event of Default has occurred and is continuing, Landlord shall be entitled to retain any Net Proceeds and to apply the same to either repair the damages or to pay other amounts due Landlord hereunder, at Landlord's sole option. No such retention by Landlord shall impose on Landlord any obligation to repair the Premises or relieve Tenant of its obligations to repair the Premises.

CONDEMNATION AND REJECTABLE OFFER -

14. (a) Immediately upon obtaining knowledge of the institution of any proceeding for condemnation or eminent domain with respect to the Premises (a "Taking" or "Condemnation"), Tenant shall notify Landlord thereof. Landlord, immediately upon obtaining knowledge of the institution of any proceeding for Condemnation, shall notify Tenant thereof. Landlord may appear in any such proceeding or action to negotiate. Tenant shall pay all costs and expenses in connection with each such proceeding, action, negotiation, prosecution and adjustment. Tenant shall be entitled to participate in any such proceeding, action, negotiation, prosecution or adjustment, unless an Event of Default shall exist, in which event Landlord shall solely be entitled to make any adjustment.

(b) If (i) the entire Premises or (ii) a material portion of the land comprising a portion of the Premises or the Building, the loss of which even after restoration would, in Tenant's reasonable business judgment, be substantially and materially adverse to the economic interests of Tenant and/or Tenant's operations on the Premises, shall be subject of a Taking (a "Major Condemnation"), then so long as no Event of Default shall then exist, Tenant may, not later than ninety (90) days after a Taking has occurred, serve notice upon Landlord and Landlord's Lender ("Tenant's Termination Notice") of its intention to terminate this Lease on a rent payment date specified in such notice, which date (the "Involuntary Conversion Termination Date") shall be no sooner than 90 days after Tenant's Termination Notice and no later than 120 days after Tenant's Termination Notice, but only if such Termination Notice is accompanied by a Rejectable Offer (it being understood that the failure by Tenant to send a Termination Notice within such 90-day period shall constitute Tenant's waiver of its right to so terminate the Lease). If the Involuntary Conversion Termination Date occurs during the Initial Term, such notice must be accompanied by a Rejectable Offer, as described in Section 14(c) of this Part II, in which event the provisions of such Section shall be controlling.

(c) In the event of a Termination Casualty or Major Condemnation during the Initial Term where Tenant shall have elected to terminate the Lease, then contemporaneously with the delivery of the notice by Tenant which specifies its election so to terminate this Lease, Tenant shall deliver to Landlord (i) an irrevocable rejectable written offer (the "Rejectable Offer") to purchase Landlord's interest in the Premises on the Involuntary Conversion Termination Date for a price equal to the "Stipulated Loss Value" as specified on Schedule A attached hereto, and (ii) a certificate from an officer of Tenant and Guarantor which (A) describes the event(s) giving rise to the Termination Casualty or Major Condemnation, as the case may be, and (B) in the case of a Major Condemnation, states that the chief financial officer or senior vice president of real estate for Guarantor has determined that such event has rendered the Premises unsuitable for restoration or for the continued use and occupancy in Tenant's business. Within 75 days after the date Landlord receives the items required to be delivered in (i) and (ii) above, Landlord shall deliver written notice of its election to either accept or reject Tenant's Rejectable Offer (with a failure to respond constituting a deemed acceptance of such Rejectable Offer). In the event of an acceptance or deemed acceptance of a Rejectable Offer, on the applicable Involuntary Conversion Termination Date, the Premises shall be conveyed to Tenant or its designee and the Net Proceeds, if any, payable in connection with the Major Casualty or Major Condemnation (or the right to receive the same when made if payment therefor has not yet been made) shall be assigned and/or turned over to the Tenant on the closing of the title in exchange for payment by Tenant to Landlord of the applicable Stipulated Loss Value for the Premises. If the Landlord rejects a Rejectable Offer by a written notice given to the Tenant within the time period set forth above, then this Lease shall terminate on the Involuntary Conversion Termination Date and any Net Proceeds payable in connection with a Termination Casualty or Major Condemnation (or the right to receive the same when made if payment therefor has not yet been made) shall be assigned or paid and belong to the Landlord, and, in addition, the Tenant shall pay to the Landlord an amount equal to any deductible or self insurance amount in effect under the policy or policies insuring the risk relating to such Termination Casualty, all Fixed Rent accrued as of such Involuntary Conversion Termination Date, Additional Rent and all other amounts then due and payable by the Tenant under this

Lease. Except for a termination, as provided for in the immediately preceding sentence, Tenant shall not be permitted to abate Fixed Rent or Additional Rent as a result of a Taking or Condemnation. No rejection of a Rejectable Offer shall be effective unless Landlord's Lender shall have consented thereto in writing.

(d) If Tenant shall purchase the Premises pursuant to a Rejectable Offer which is accepted or deemed accepted, Landlord shall convey or cause to be conveyed title thereto, the state of which shall be free and clear of any encumbrance voluntarily created by Landlord, except for liens and encumbrances created by, through, under or with the consent of Tenant, and Tenant or its designee shall accept such title, subject, however, to the condition of the Premises on the date of purchase, and all applicable Laws, but free of the lien of the Mortgage held by Landlord's Lender and of liens and encumbrances resulting from acts of Landlord taken without the consent of Tenant. Upon the Termination Date hereunder, Tenant shall, by wire transfer of immediately available funds, pay into the same account or to the same address as then designated for the payment of Fixed Rent, the purchase price therefor specified herein, together with all Fixed Rent, Additional Rent, and other sums then due and payable hereunder to and including such date of purchase, and there shall be delivered to Tenant a special warranty deed or its equivalent to or other conveyance of the interests in the Premises and any other instruments necessary to convey the title thereto described above and to assign any other property then required to be assigned by Landlord pursuant hereto. Tenant shall pay all charges incident to such conveyance and assignment, including, without limitation, counsel fees, escrow fees, recording fees, title insurance premiums, transfer taxes and all other applicable taxes (other than any franchise, net income or capital gains tax, gross receipts tax imposed in lieu of any of the foregoing taxes, or tax imposed under Section 59A of the Internal Revenue Code of 1986, as amended, or any similar state, local, foreign or successor provision) which may be imposed by reason of such conveyance and assignment and the delivery of said deed or conveyance and other instruments. Upon the completion of any purchase of the entire Premises but not prior thereto (whether or not any delay or failure in the completion of such purchase shall be the fault of Landlord), this Lease shall terminate, except with respect to indemnifications, obligations and liabilities of Tenant hereunder, actual or contingent, which have arisen on or prior to such completion of purchase, and except for the provisions of Sections 28 and 43 hereof, all of which shall survive such termination of the Lease. Prior to the completion of such purchase, this Lease shall continue in full force and effect, and Tenant shall continue to be obligated for Fixed Rent, Additional Rent and all other sums then due and payable hereunder, without setoff, counterclaim, recoupment, abatement, suspension, reduction or defense, except as specifically set forth herein.

(e) In the event of any other Taking with respect to a portion or part of the Premises which does not result in a termination of this Lease, the Net Proceeds resulting from the Taking shall be paid to Landlord and Tenant shall commence and diligently continue to restore the premises to as nearly as possible the condition the Premises were in prior to such Taking. Any Net Proceeds from condemnation not resulting in a termination of this Lease shall be disbursed in the same manner as set forth in Section 13 of this Part II. Any Net Proceeds remaining after such restoration shall, within the sole discretion of Landlord (subject to the prior approval of Landlord's Lender), either (i) be utilized to reduce the outstanding balance of the debt owed to Landlord's Lender pursuant to the provisions of the Loan Agreement between Landlord and Landlord's Lender (in the event that this Lease is not terminated), and the balance retained by Landlord, in which event the Fixed Rent due under this Lease shall be reduced by an amount equal to the same percentage reduction as the reduction in the payments due under the debt resulting from the reamortization of the debt pursuant to the Loan Agreement between Landlord and Landlord's Lender (provided that Fixed Rent shall not under any circumstances be reduced below the amount necessary to pay each installment of principal and interest on such debt as it comes due, based on the revised amortization schedule), or (ii) be remitted to Tenant, in which event the Fixed Rent due under this Lease shall continue to be due, without adjustment or abatement. In the event that the debt of Landlord to Landlord's Lender shall have been repaid prior to such Taking, Landlord shall, within its sole discretion, elect either to retain such Net Proceeds or to remit such Net Proceeds to Tenant; and in the event Landlord elects to retain such Net Proceeds, the Fixed Rent subsequently due hereinunder shall be equitably reduced, and in the event such Net Proceeds are remitted to Tenant, such Fixed Rent shall continue to be due hereunder, without adjustment or abatement.

(f) No agreement with any taking authority in settlement of or under threat of any Condemnation shall be made by Landlord without the written consent of Tenant (except where an Event of Default shall then exist), and of Landlord's Lender, if the Premises are then subject to the Mortgage, which consent shall not be unreasonably withheld or delayed.

ASSIGNMENT AND SUBLETTING -

15. Tenant shall have the right to assign this Lease, or to sublet the whole or any part of the Premises, for use for any lawful purpose, provided Tenant and Guarantor shall remain liable for the obligations of Tenant hereunder, which liability of Tenant shall be and remain that of a primary obligor and not a guarantor or surety.

ALTERATIONS -

16. (a) Tenant may, in accordance with Laws make any alterations, structural changes, additions, improvements, reconstructions or replacements of any of the Premises, both interior or exterior, and ordinary or extraordinary ("Alterations") other than those which would (i) cause the fair market value, utility and useful life of the Premises to be lessened thereby, (ii) cause a violation of the terms of any restriction, easement, condition, covenant or other matter affecting title to or use of the Premises, or (iii) adversely affect the building systems or equipment. Tenant shall obtain Landlord's prior written consent to any alteration described in (i), (ii) or (iii) above, which may be granted or withheld in Landlord's sole discretion.

(b) Tenant shall do all work in connection with any alterations in a good and workmanlike manner, at its own cost, and in accordance with Laws. Tenant shall discharge, within 30 days (by payment or by filing the necessary bond, or otherwise), any mechanics', materialmen's or other lien against the Premises and/or Landlord's interest therein, which lien may arise out of any payment due for, or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for Tenant in, upon, or about the Premises. Upon completion of any alterations, Tenant, at Tenant's expense, shall obtain certificates of final approval of such alterations or required by any governmental or quasigovernmental authority, or, if not required, a completion certificate of Tenant, and shall furnish Landlord with copies thereof, together with "as-built" plans and specifications for the alterations (provided that Tenant shall only be obligated to deliver "as-built" plans in connection with a structural alteration or if Tenant causes the same to be prepared).

(c) At Tenant's sole cost, Landlord agrees to cooperate with Tenant (including signing applications) in obtaining any necessary Permits for any alterations which Tenant is permitted to make hereunder.

SIGNS -

17. At Tenant's sole cost, Tenant may install, replace and relocate on the Building, such signs, awnings, lighting effects and fixtures as may be used from time to time by Tenant (collectively, "Signs"). Tenant shall maintain and repair such Signs. Tenant also may place in its windows: Tenant's standard paper signs in its windows in accordance with Tenant's regular advertising and promotional programs; and/or neon signs. At Tenant's sole cost, Landlord agrees to cooperate with Tenant (including signing applications) in obtaining any necessary Permits for Tenant's Signs. All Signs of Tenant shall comply with Laws.

PYLON SIGN -

18. If permitted by Laws, Tenant, at its sole cost, may: install its sign on any pylon sign structure located on the Premises; and , if no such pylon structure shall exist, construct its own pylon structure and install its sign thereon. At Tenant's sole cost, Landlord agrees to cooperate with Tenant (including signing applications) in obtaining any necessary Permits for any pylon sign and/or structure.

SURRENDER -

19. Upon the Termination Date, Tenant shall surrender the Premises to Landlord in as good order and condition as they were at the commencement of the Term or may be put in thereafter, reasonable wear and tear excepted. All alterations, (except Tenant's furniture, trade fixtures, satellite communications dish and equipment, computer and other equipment and shelving which may be removed without causing material damage to the Premises (or which damage is promptly repaired by Tenant) and which are not part of the building systems for the Premises), including those referenced in Section 16 of this Part II, shall become the property of Landlord and shall remain upon and be surrendered with the Premises as a part thereof upon the Termination Date. Upon the Termination Date, Tenant shall remove the items enumerated in the parenthetical above, as well as its signs and identification marks, from the Premises. Tenant agrees to repair any and all damage caused by such removal.

At any time during the Term, Tenant may remove the items enumerated in the parenthetical above, as well as its signs and identification marks, from the Premises, provided that Tenant repairs any damage cause by such removal.

SUBORDINATION OF LEASE -

20. (a) This Lease shall be subject and subordinate to the Mortgage, and to all advances made upon the security thereof, provided that the holder of the Mortgage and such subsequent mortgage shall execute and deliver to Tenant an agreement ("SNDA Agreement"), in form substantially identical to Exhibit D hereto, providing that such holder will recognize this Lease and not disturb Tenant's possession of the premises in the event of foreclosure if no Event of Default is then in existence and an estoppel certificate in form substantially identical to Exhibit E hereto. Tenant agrees, upon receipt of such SNDA Agreement, to execute such further reasonable instrument(s) as may be necessary to subordinate this Lease to the lien of any such Mortgage. The term "Mortgage" shall include deeds of trust or any other similar hypothecations. Upon Substantial Completion of the Building, Tenant agrees to execute a completion certificate in form substantially identical to Exhibit F attached hereto.

(b) Tenant agrees to attorn, from time to time, to Landlord's Lender and/or the holder of such subsequent mortgage, or any purchaser of the Premises, for the remainder of the Term, provided that Landlord's Lender, such holder or such purchaser, shall then be entitled to possession of the Premises subject to the provisions of this Lease. The provisions of this subsection shall inure to the benefit of Landlord's Lender, such holder or such purchaser, shall apply notwithstanding that, as a matter of law, this Lease may terminate upon the foreclosure of the Mortgage (in which event the parties shall execute a new lease for the remainder of the Term on the same terms set forth herein), shall be self-operative upon any such demand, and no further instrument shall be required to give effect to said provisions. Each such party however, upon demand of the other, hereby agrees to execute, from time to time, instruments in confirmation of the foregoing provisions hereof, reasonably satisfactory to the requesting party acknowledging such subordination, non-disturbance and attornment as are provided herein and setting forth the terms and conditions of its tenancy.

TENANT'S OBLIGATION TO DISCHARGE LIENS -

21. Commencing as of the Lease Commencement Date, Tenant shall pay and discharge before the imposition of any fine, lien, interest or penalty all Additional Rent and other amounts and obligations which Tenant assumes or agrees to pay or discharge pursuant to this Lease, together with every fine, lien, penalty and interest with respect thereto. In the event of any failure by Tenant to pay or discharge any of the foregoing, Landlord shall have all remedies provided herein for the nonpayment of rent, as well as the rights set forth in Section 5(c) of this Part II.

UTILITIES -

22. Commencing as of the Lease Commencement Date, Tenant agrees to pay for all utilities consumed by it in the Premises.

TENANT DEFAULT -

23. a) If: (i) Tenant shall default in the payment of Fixed Rent and such default shall continue for more than 5 days after the Due Date thereof (irrespective of whether or not such Due Date falls on a Business Day); or (ii) Tenant shall default in the payment of any Additional Rent or any other sum payable hereunder (other than Fixed Rent, which shall be governed by (i) above), and such default shall continue for more than 15 days after written notice to Tenant; or (iii) Tenant shall fail to maintain any insurance required to be maintained under the provisions of this Lease; or (iv) Tenant shall default in fulfilling any of the other covenants of this Lease or any representation contained herein shall be false, and such default shall continue for more than 30 days after written notice thereof from Landlord, specifying such default (provided that if Tenant has commenced to cure within said 30 days, and thereafter is diligently prosecuting same to completion, said 30 day period shall be extended, where, due to the nature of a default, it is unable to be completely cured within 30 days, for such period (not to exceed 60 additional days) as Tenant shall continue to exercise its best efforts to cure, so long as such default is capable of being cured within the reasonable judgment of Landlord); or (v) any execution or attachment shall be issued against Tenant or any of its property whereby the Premises shall be taken or occupied or attempted to be taken or occupied by someone other than Tenant, and the same shall not be bonded, dismissed, or discharged as promptly as possible under the circumstances; or (vi) Tenant or Guarantor shall make or file, or have made or filed against Tenant or Guarantor, any bankruptcy proceeding or any assignment or other arrangement for the benefit of creditors under any state or federal insolvency or bankruptcy laws, which proceeding, assignment or arrangement is not vacated or dismissed within 60 days after the commencement thereof; or (vii) there shall exist a default under the Guaranty which has not been cured within any applicable cure period set forth therein; or (viii) if a receiver, trustee or liquidator of Tenant or Guarantor of all or substantially all of the assets of Tenant or Guarantor or of the Premises or Tenant's estate therein shall be appointed in any proceeding brought by Tenant or Guarantor, or if any such receiver, trustee or liquidator shall be appointed in any proceeding brought against Tenant or Guarantor and shall not be discharged within sixty (60) days after such appointment, or if Tenant or Guarantor shall consent to or acquiesce in such appointment; or (ix) if Tenant or Guarantor shall dissolve or otherwise fail to maintain its legal existence; or (x) if Tenant fails to make the payments due in connection with any Rejectable Offer made by Tenant pursuant to this Lease which shall have been accepted by Landlord; or (xi) if Tenant fails to make a Rejectable Offer or an Exchange Offer in the event the Building shall not have been Substantially Completed by the Substantial Completion Date, pursuant to the provisions of Section 33 hereof, or Tenant fails to comply with the other provisions of such section, then an "Event of Default" shall exist hereunder.

(b) If an Event of Default shall have occurred and be continuing Landlord shall be entitled to all remedies available at law or in equity. Without limiting the foregoing, Landlord shall have the right to give Tenant notice of Landlord's termination of the Term of this Lease. Upon the giving of such notice, the Term of this Lease and the estate hereby granted shall expire and terminate on such date as fully and completely and with the same effect as if such date were the date herein fixed for the expiration of the term of this Lease, and all rights of Tenant hereunder shall expire and terminate, but Tenant shall remain liable as hereinafter provided.

(c) If an Event of Default shall have occurred and be continuing, Landlord shall have the immediate right, whether or not the Term of this Lease shall have been terminated pursuant to Section 23(b) of this Part II, to re-enter and repossess the Premises and the right to remove all persons and property therefrom by summary proceedings, ejectment, any other legal action or in any lawful manner Landlord determines to be necessary or desirable. Landlord shall be under no liability by reason of any such re-entry, repossession or removal. No such re-entry, repossession or removal shall be construed as an election by Landlord to terminate this Lease unless a notice of such termination is given to Tenant pursuant to Section 23(b) of this Part II.

(d) At any time or from time to time after a re-entry, repossession or removal pursuant to Section 23(c) of this Part II, whether or not the term of this Lease shall have been terminated pursuant to Section 23(b) of this Part II, Landlord may (but shall be under no obligation to) relet the Premises for the account of Tenant, in the name of Tenant or Landlord or otherwise, without notice to Tenant, for such term or terms and on such conditions and for such uses as Landlord, in its absolute discretion, may determine. Landlord may collect any rents payable by reason of such reletting. Landlord shall not be liable for any failure to relet the Premises or for any failure to collect any rent due upon any such reletting.

(e) No expiration or termination of the Term of this Lease pursuant to Section 23(b) of this Part II, by operation of law or otherwise, and no re-entry, repossession or removal pursuant to Section 23(c) of this Part II or otherwise, and no reletting of the Premises pursuant to Section 23(d) of this Part II or otherwise, shall relieve Tenant of its liabilities and obligations hereunder, all of which shall survive such expiration, termination, re-entry, repossession, removal or reletting.

(f) In the event of any expiration or termination of the Term of this Lease or re-entry or repossession of the Premises or removal of persons or property therefrom by reason of the occurrence of an Event of Default, Tenant shall pay to Landlord all Fixed Rent, Additional Rent and other sums required to be paid by Tenant, in each case together with interest thereon at the Lease Default Rate from the due date thereof to and including the date of such expiration, termination, re-entry, repossession or removal; and thereafter, Tenant shall, until the end of what would have been the Term of this Lease in the absence of such expiration, termination, re-entry, repossession or removal and whether or not the Premises shall have been relet, be liable to Landlord for, and shall pay to Landlord, as liquidated and agreed current damages: (i) all Fixed Rent, Additional Rent and other sums which would be payable under this Lease by Tenant in the absence of any such expiration, termination, re-entry, repossession or removal, less (ii) the net proceeds, if any, of any reletting effected for the account of Tenant pursuant to Section 23(d) of this Part II, after deducting from such proceeds all expenses of Landlord in connection with such reletting (including, without limitation, all repossession costs, brokerage commissions, reasonable attorneys' fees and expenses (including fees and expenses of appellate proceedings), employees' expenses, alteration costs and expenses of preparation for such reletting). Tenant shall pay such liquidated and agreed current damages on the dates on which Fixed Rent would be payable under this Lease in the absence of such expiration, termination, re-entry, repossession or removal, and Landlord shall be entitled to recover the same from Tenant on each such date.

(g) At any time after any such expiration or termination of the Term of this Lease or re-entry or repossession of the Premises or removal of persons or property thereon by reason of the occurrence of an Event of Default, whether or not Landlord shall have collected any liquidated and agreed current damages pursuant to Section 23(f) of this Part II, Landlord shall be entitled to recover from Tenant, and Tenant shall pay to Landlord on demand, as and for liquidated and agreed final damages for Tenant's default and in lieu of all liquidated and agreed current damages beyond the date of such demand (it being agreed that it would be impracticable or extremely difficult to fix the actual damages), an amount equal to the excess, if any of (a) the aggregate of all Fixed Rent, Additional Rent and other sums which would be payable under this Lease, in each case from the date of such demand (or, if it be earlier, the date to which Tenant shall have satisfied in full its obligations under Section 23(f) of this Part II to pay liquidated and agreed current damages) for what would be the then-unexpired term of this Lease in the absence of such expiration, termination, re-entry, repossession or removal, discounted at the rate equal to the then rate on U.S. Treasury obligations of comparable maturity to the Term (the "Treasury Rate"), but in no event greater than the nondefault rate of interest for the Mortgage (such lower rate being referred to as the "Discount Rate") over (b) the amount of such rental loss that Tenant proves could be reasonably avoided, discounted at the Discount Rate for the same period. If any law shall limit the amount of liquidated final damages to less than the amount above agreed upon, Landlord shall be entitled to the maximum amount allowable under such law.

Mention in this Lease of any particular remedy shall not preclude Landlord from any other remedy at law or in equity, including the right of injunction. Tenant waives any rights of redemption granted by any Laws if Tenant is evicted or dispossessed, for any cause, or if Landlord obtains possession of the Premises by reason of the violation by Tenant of any of the terms of this Lease. Receipt by Landlord of any Fixed Rent, Additional Rent or other sums payable hereunder with knowledge of the breach of any provision hereof shall not constitute waiver of such breach, and no waiver by Landlord of any provision hereof shall be deemed to have been made unless made in writing duly executed by Landlord.

LANDLORD ASSIGNMENT OF WARRANTIES -

24. Landlord hereby conditionally assigns, without recourse or warranty whatsoever, to Tenant, all warranties, guaranties and indemnities, express or implied, and similar rights which Landlord may have against any manufacturer, seller, engineer, contractor or builder in respect of any of the Premises, including, but not limited to, any rights and remedies existing under contract or pursuant to the Uniform Commercial Code (collectively, the "guaranties"). Such assignment shall remain in effect until the termination of this Lease (at which time such guaranties shall revert back to Landlord). Landlord shall so retain the right (but without any obligation to do so) to enforce any guaranties assigned in the name of Tenant or Landlord upon the occurrence of a default hereunder. Landlord hereby agrees to execute and deliver at Tenant's expense such further documents, including powers of attorney (which shall contain indemnity agreements from Tenant to Landlord which shall be in form reasonably satisfactory to Tenant), as Tenant may reasonably request in order that Tenant may have the full benefit of the assignment of guaranties effected or intended to be effected by this Section. Upon the occurrence of a termination of this Lease, the guaranties shall automatically revert to Landlord. The foregoing provision of reversion shall be self-operative and no further instrument of reassignment shall be required. In

confirmation of such reassignment Tenant shall execute and deliver promptly any certificate or other instrument which Landlord may request.

RENT PAYMENTS -

25. If Landlord's interest in this Lease shall pass to another, or if the rent hereunder shall be assigned, or if a party, other than Landlord, shall become entitled to collect the rent due hereunder, then, notice thereof shall be given to Tenant by Landlord in writing, or, if Landlord is an individual and shall have died or become incapacitated, by Landlord's legal representative, accompanied by due proof of the appointment of such legal representative. Until such notice and proof shall be received by Tenant, Tenant may continue to pay the rent due hereunder to the one to whom, and in the manner in which, the last preceding installment of rent hereunder was paid, and each such payment shall fully discharge Tenant.

Tenant shall not be obligated to recognize any agent for the collection of rent or otherwise authorized to act with respect to the Premises until written notice of the appointment and the extent of the authority of such agent shall be given to Tenant by the one appointing such agent.

HOLDOVER -

26. If Tenant shall hold over after the expiration date of the Term, or if Tenant shall hold over after the date specified in any termination notice given by Tenant then, in either such event, Tenant shall be a month-to-month Tenant on the same terms as herein provided, except that the monthly Fixed Rent will be 1.5 times the monthly Fixed Rent payable by Tenant for the last full calendar month of Tenant's tenancy hereunder.

NOTICES-

27. Whenever, pursuant to this Lease, notice or demand shall or may be given to either of the parties (including Landlord's Lender) by the other, and whenever either of the parties shall desire to give to the other any notice or demand with respect to this Lease or the Premises, each such notice or demand shall be in writing, and any Laws to the contrary notwithstanding, shall not be effective for any purpose unless the same shall be given or served as follows: by mailing the same to the other party by registered or certified mail, return receipt requested, or by overnight courier service provided a receipt is required, at its Notice Address set forth in Part I hereof, or at such other address as either party may from time to time designate by notice given to the other. The date of receipt of the notice or demand shall be deemed the date of the service thereof (unless the notice or demand is not received or accepted in the ordinary course of business. in which case the date of mailing shall be deemed the date of service thereof).

INDEMNIFICATION -

28. Tenant shall defend all actions against Landlord or any owner, partner, member, officer, director or shareholder of Landlord, and of any of Landlord's partners or members, together with Landlord's Lender, or any owner, partner, member, officer, director, shareholder, employee or agent of Landlord's Lender (herein, collectively, "Indemnified Parties") with respect to, and shall pay, protect, indemnify and save harmless the Indemnified Parties from and against,

any and all liabilities, losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), causes of action, suits, claims, demands or judgments of any nature (a) to which any Indemnified Party is subject because of Landlord's estate in the Premises or (b) arising from (i) injury to or death of any person or damage to or loss of property, on the Premises or connected with the use, condition or occupancy of any thereof, (ii) Tenant's violation of this Lease, (iii) any act or omission of Tenant or its agents, contractors, licensees, subtenants or invitees, and (iv) any contest referred to in Section 34(b) of this Part II.

TENANT TO COMPLY WITH CONTRACTS AND EASEMENT AGREEMENTS -

29. Tenant agrees that Tenant is obligated to and shall perform all monetary and non-monetary obligations of Landlord and pay all expenses which the Landlord may be required to pay in connection with any and all contracts (including, but not limited to, insurance policies (including, without limitation, to the extent necessary to prevent cancellation thereof and to insure full payment of any claims made under such policies)), agreements, reciprocal easement agreements, any covenants, conditions and restrictions, any common area maintenance agreements or any other agreements or documents of record now affecting the Premises or hereafter executed with Tenant's written consent, or the ownership, operation, use or possession of the Premises, herein referred to collectively as "RFA," and that Tenant shall comply with all of the terms and conditions of RFA during the term of this Lease. Tenant further covenants and agrees to indemnify, defend and hold harmless Landlord and Landlord's Lender for, from and against any claim, loss or damage suffered by Landlord or Landlord's Lender by reason of Tenant's failure to perform any obligations or pay any expenses as required under any RFA or comply with the terms and conditions of any RFA as hereinabove provided during the term of this Lease. Tenant shall not enter into any amendment or supplement or modification of any RFA without the prior written consent of Landlord, which consent shall not be unreasonably withheld if the provisions of Section 31 of Part II of this Lease shall have been satisfied.

EQUAL EMPLOYMENT OPPORTUNITY -

30. Tenant is an equal opportunity employer and is a federal contractor. Consequently, the parties agree that they will comply with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 and the Vocational Rehabilitation Act of 1973, if applicable, and also that these laws are incorporated herein by this reference.

The parties also agree that they will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or any other characteristic protected by federal, state or local law.

OBLIGATIONS TO MODIFY EASEMENTS -

31. Landlord agrees and Landlord's Lender by accepting an assignment of this Lease agrees to enter into or modify with Tenant, at Tenant's expense, such easements, covenants, waivers, approvals or restrictions for utilities, parking or other matters as desirable for operation of the Premises (collectively, "Easements") as requested by Tenant, but only if (a) such easement does not adversely affect the value of the Premises, (b) consideration is paid to Tenant for such Easement, and (c) Landlord shall have received (Y) a certificate from the appropriate officer of

Tenant certifying as to the satisfaction of the conditions described in clause (a) and (b) above, and (Z) a duly authorized undertaking of Tenant and Guarantor, in form and substance reasonably satisfactory to Landlord, to the effect that Tenant and Guarantor will remain obligated hereunder and under the Guaranty to the same extent as if such Easement had not been made. Any easement that imposes any obligation or liability on Landlord shall expressly provide that it is without recourse to Landlord (except to the extent of Landlord's interest in the Premises), and that any lien arising by virtue of the nonperformance of obligations under such easement shall be subordinate to the lien of any Mortgage. Tenant shall be responsible for the payment of all costs and expenses (including the costs and expenses of Landlord and Landlord's Lender) incurred in connection with this Section.

MERGER, CONSOLIDATION OR SALE OF ASSETS BY GUARANTOR -

32. It shall be a condition precedent to the merger of Guarantor into another corporation, to the consolidation of Guarantor with one or more other corporations, and the sale or other disposition of all or substantially all the assets of Guarantor to one or more other entities, that the surviving entity or transferee of assets, as the case may be, shall deliver to Landlord or Landlord's Lender an acknowledged instrument ("assumption instrument") in recordable form assuming all obligations, covenants and responsibilities of Guarantor under the Guaranty and under any instrument executed by Guarantor or Tenant relating to the Premises or this Lease, including, without limitation, any consent to the assignment of Landlord's interest in this Lease to the Landlord's Lender as security for indebtedness, unless the documents pertaining to such merger, consolidation, sale or other disposition expressly provide for the assumption of such obligations, covenants and responsibilities of Guarantor by such surviving entity or transferee, and Landlord or Landlord's Lender is provided a true and complete copy of such documents properly certified as true and complete by an authorized officer of such surviving entity or transferee. Tenant agrees to cause Guarantor to not merge or consolidate or sell or otherwise dispose of all or substantially all of its assets unless such instruments shall have been so delivered. In addition, it shall be a condition of such a merger that no Event of Default then exists under this Lease and that Tenant deliver prior written notice of such merger, consolidation or disposition to Standard & Poor's Ratings Service. Notwithstanding the foregoing, if Tenant shall fail to deliver the required assumption instruments as hereinabove provided, Guarantor may cure such failure (and consequently, a default arising as a result of such failure) by delivery of the appropriate assumption instruments within thirty (30) days after notice from Landlord to Tenant.

CONSTRUCTION -

33. The parties acknowledge that the construction of the Building has not yet been completed. Landlord has concurrently agreed, pursuant to the terms of that certain Construction Agreement of even date herewith between Landlord and Tenant (the "Construction Agreement"), to complete construction of the Building in accordance with plans and specifications acceptable to Tenant. Landlord agrees to diligently pursue completion of the Building and to cause completion of the Building in accordance with the terms of the Construction Agreement. In the event that the Building is not Substantially Completed on or before the Substantial Completion Date (as such date may be extended pursuant to the terms of the Loan Agreement between

Landlord and Landlord's Lender), then Tenant shall be obligated to continue to pay Fixed Rent, Additional Rent and other sums due under this Lease until the following conditions are satisfied, and within 30 days after such Substantial Completion Date Tenant shall be obligated to make a Rejectable Offer to purchase Landlord's interest in the Premises on the Failure of Completion Termination Date for a price equal to the Failure of Completion Price. Failure by Tenant to make such Rejectable Offer within 30 days after the Substantial Completion Date, if the Building is not Substantially Completed on or before such date, will constitute an Event of Default.

In the event Tenant makes such Rejectable Offer, Landlord shall within 10 days after the date Landlord receives the Rejectable Offer deliver written notice of its election either to accept or reject Tenant's Rejectable Offer (with a failure to respond constituting a deemed acceptance of such Rejectable Offer). In the event of an acceptance or deemed acceptance of a Rejectable Offer, on the applicable Failure of Completion Termination Date, the Landlord shall convey or cause to be conveyed title to the Premises to Tenant or Tenant's designee, the state of which shall be free and clear of any encumbrance voluntarily created by Landlord, except for liens and encumbrances created by, through, under or with the consent of Tenant, and Tenant or its designee shall accept such title, subject, however, to the condition of the Premises on the date of purchase and all applicable Laws, but free of liens and encumbrances resulting from acts of Landlord taken without the consent of Tenant. Upon the Failure of Completion Termination Date, Tenant shall, by wire transfer of immediately available funds, pay into the same account or to the same address as then designated for the payment of Fixed Rent, the Failure of Completion Price, together with all Fixed Rent, Additional Rent, and other sums then due and payable hereunder to and including such date of purchase, or deliver such other consideration as may be acceptable to Landlord's Lender in its sole discretion; and there shall be delivered to Tenant a special warranty deed or its equivalent to or other conveyance of the interests in the Premises and any other instruments necessary to convey the title thereto described above and to assign any other property then required to be assigned by Landlord pursuant hereto. Tenant shall pay all charges incident to such conveyance and assignment, including, without limitation, counsel fees, escrow fees, recording fees, title insurance premiums, transfer taxes and all other applicable taxes (other than any income or franchise taxes of Landlord) which may be imposed by reason of such conveyance and assignment and the delivery of said deed or conveyance and other instruments. Upon the completion of any purchase of the entire Premises but not prior thereto (whether or not any delay or failure in the completion of such purchase shall be the fault of Landlord), the Landlord's rights and obligations under this Lease shall terminate, and the obligations and liabilities of Tenant hereunder, actual or contingent, which have arisen on or prior to such completion of purchase, including but not limited to the provisions of Sections 28 and 43 of Part II hereof, shall survive such termination of the Lease. Prior to the completion of such purchase, this Lease shall continue in full force and effect, and Tenant shall continue to be obligated for Fixed Rent, Additional Rent and all other sums then due and payable hereunder, without setoff, counterclaim, recoupment, abatement, suspension, reduction or defense, except as specifically set forth herein.

If the Landlord rejects a Rejectable Offer by a written notice given to the Tenant within the time period set forth above, then this Lease shall terminate on the Failure of Completion Termination Date, and Tenant shall pay to the Landlord an amount equal to all Fixed Rent accrued as of such Failure of Completion Termination Date, Additional Rent and all other amounts then due and payable by the Tenant under this Lease. No rejection of a Rejectable Offer shall be effective unless Landlord's Lender shall have consented thereto in writing.

The "Failure of Completion Termination Date" shall be a rent payment date selected by Tenant no sooner than 30 days and no later than 60 days after Tenant shall have made a Rejectable Offer. "Failure of Completion Price" shall be an amount equal to (a) the sum of (i) the then unpaid principal amount of the Loan from Landlord's Lender to Landlord, (ii) all accrued and unpaid interest which shall be payable with respect to such Loan through and including the Failure of Completion Termination Date, and (iii) a Yield Maintenance Premium computed as provided under the Loan Agreement between Landlord's Lender and Landlord, minus (b) the proceeds of the Loan from Landlord's Lender which shall not have theretofore been disbursed to or for the benefit of Landlord.

TAXES AND IMPOSITIONS -

34. (a) Except as otherwise expressly provided in Section 33 of this Part II, Tenant shall, subject to the provisions hereof relating to contests, before interest or penalties are due thereon, commencing as of the Lease Commencement Date, pay and discharge all "Impositions", which are defined as: (i) all taxes (including, without limitation, those described in (iii) below), assessments (including, without limitation, all assessments for public improvements or benefits, whether or not commenced or completed prior to the date hereof and whether or not commenced or completed within the term of this Lease and all assessments for common area maintenance), excises, levies, fees (including, without limitation, license, permit, inspection, authorization and similar fees), water and sewer rents and charges and all other governmental charges, general and special, ordinary and extraordinary, foreseen and unforeseen, and any interest and penalties thereon which are, at any time prior to or during the Initial Term or any Extended Term hereof, imposed or levied upon or assessed against or which arise with respect to (A) the Premises, (B) any Fixed Rent, Additional Rent or other sums payable hereunder, (C) this Lease or the leasehold estate hereby created or (D) the operation. possession or use of the Premises; (ii) all gross receipts or similar taxes (i.e., taxes based upon gross income which fail to take into account deductions with respect to depreciation, interest, taxes or ordinary and necessary business expenses, in each case relating to the Premises) imposed or levied upon, assessed against or measured by any Fixed Rent, Additional Rent or other sums payable hereunder; (iii) all sales (including those imposed on lease rentals), value added, ad valorem, single business, gross receipts, use and similar taxes at any time levied, assessed or payable on account of the acquisition, ownership, leasing, operation, possession or use of the Premises; (iv) all transfer, recording, stamp and real property gain taxes incurred upon the sale, transfer, foreclosure or other disposition of the Premises or any interest therein by Tenant; (v) all claims and demands of mechanics, laborers, materialmen and others which, if unpaid, might create a lien on the Premises; and (vi) all charges of utilities, communications and similar services serving the Premises. Landlord shall promptly deliver to Tenant any bill or invoice it receives with respect to any Imposition. Notwithstanding any other provision contained herein, Tenant is not obligated to pay any of the following Impositions to which Landlord or any Person other than Tenant is otherwise subject under applicable law, rules or regulations: (U) any estate, gift or inheritance tax, (V) any franchise, net income or capital gains tax, or gross receipts tax imposed in lieu of any of the foregoing taxes described in this clause (V), or tax imposed under Section

59A of the Internal Revenue Code of 1986, as amended, or any similar state, local, foreign or successor provision, (W) any amounts paid pursuant to the Federal Insurance Contribution Act (commonly referred to a FICA), the Federal Unemployment Tax Act (commonly referred to as FUTA), or any analogous state unemployment tax act, or any other payroll related taxes, including, but not limited to, any required withholdings relating to wages, (X) except as otherwise expressly provided in Section 33 of this Part II, any Imposition in connection with the transfer or other disposition of any interest, other than Tenant's in the Premises or this Lease, to any person or entity, including, but not limited to, any transfer, capital gains, sales, gross receipts, value added, income, stamp, real property gains or withholding tax, (Y) any Imposition not imposed by law, rules or regulations directly on or with respect to the Premises or Tenant, and (Z) any interest, penalties, professional fees or other charges relating to any item listed in Clauses (U) through (Y), above; provided, further, that Tenant is not responsible for making any additional payments in excess of amounts which would have otherwise been due, as an Imposition or otherwise, but for a withholding requirement which relates to the particular payment and such withholding is in respect to or in lieu of an Imposition which Tenant is not obligated to pay; and provided, further, that if at any time during the term of this Lease, the method of taxation shall be such that there shall be assessed, levied, charged or imposed on Landlord a tax upon the value of the Premises or any present or future improvement or improvements on the Premises, including any tax which uses rents received from Tenant as a means to derive the value of the property subject to such tax, then all such levies and taxes or the part thereof so measured or based shall be payable by Tenant, but only to the extent that such levies or taxes would be payable if the Premises were the only property of Landlord, and Tenant shall pay and discharge the same as herein provided. In the event that any assessment against the Premises may be paid in installments, Tenant shall have the option to pay such assessment in installments; and in such event, Tenant shall be liable only for those installments which become due and payable during the Term.

(b) At Tenant' s sole cost, Tenant may contest (including seeking an abatement or reduction of) any Impositions agreed to be paid hereunder; provided that (i) Tenant first shall satisfy any requirements of Laws, including, if required, that the Impositions be paid in full before being contested, (ii) no Event of Default has occurred and is continuing, and (iii) failing to pay such Imposition will not subject Landlord or Landlord's Lender to criminal or civil penalties or fines or to prosecution for a crime. At Tenant's sole cost, Landlord shall assist Tenant as reasonably necessary with respect to any such contest, including joining in and signing applications or pleadings. Any rebate received shall belong to Tenant.

INSURANCE -

35. Commencing on the Lease Commencement Date:

(a) Tenant shall maintain All-Risk insurance for the Building for 100% of its replacement value. Said All-Risk policy shall include flood coverage if the Premises is located in a Flood Zone A, earthquake coverage; sprinkler leakage, debris removal, cost of demolition, malicious mischief, water damage, boiler and machinery explosion or damage and the like, with extended coverage.

(b) Tenant also shall maintain General Liability coverage, including Broad Form Endorsement, on an occurrence basis; in combined policy limits of not less than $2,000,000.00 per occurrence for bodily injury and for property damage with respect to the Premises.

(c) Tenant shall maintain worker's compensation insurance (including employers' liability insurance, if requested by Landlord or Landlord's Lender) to the extent required by the law of the state in which the Premises is located and to the extent necessary to protect Landlord and Landlord's Lender and the Premises against worker's compensation claims.

(d) At all times when any construction is in progress, Tenant shall maintain or cause to be maintained with such companies approved by Landlord builder's risk insurance, completed value form, covering all physical loss, in an amount reasonably satisfactory to Landlord.

(e) Any insurance maintained by Tenant pursuant to this Section shall name Landlord, Tenant and Landlord's Lender as additional insured parties and/or as loss payees, as appropriate, as their respective interests may appear. Tenant shall deliver to Landlord and Landlord's Lender a certificate of such insurance.

(f) Tenant may carry such All-Risk, worker's compensation and/or General Liability insurance through blanket insurance covering the Premises and other locations of Tenant and/or of Tenant's affiliates: provided that such blanket insurance policy specifically designates the Premises and allocates specific coverage limits to the Premises as required hereunder, and Tenant may maintain the required limits in the form of excess and/or umbrella policies, provided that the other requirements set forth above have been satisfied.

(g) All insurance coverage required to be carried hereunder: shall be carried with insurance companies (i) which are licensed to do business in the state in which the Premises is located; (ii) which are rated in the then most current Best's Insurance Guide (or any successor thereto) as having a general policyholder rating of A- or better and a financial rating of "VIII" or better; and (iii) whose claims paying ability is rated no lower than A by Standard & Poor's Ratings Service and A2 by Moody's Investors Service. All such insurance policies shall require the insured's insurance carrier to notify the other party hereto at least 30 days prior to any cancellation or material modification of such insurance. Notwithstanding the foregoing, the Tenant may carry insurance with companies which are affiliated with Tenant (and do not meet the requirements of this paragraph), provided that any such insurance with affiliates or non-qualifying companies shall not exceed the deductible or self-insurance limitations then imposed on Tenant hereunder, and further provided that Tenant shall pay or advance to Landlord as they become due all premiums for such insurance.

(h) During such time as both (i) the tangible net worth of Guarantor shall be not less than One Hundred Million ($100,000,000.00) Dollars as determined in accordance with generally accepted accounting principles consistently applied, and (ii) Guarantor has the Minimum Rating, Tenant may self-insure the coverage referred to in this Section, provided that such self insurance program does not violate any Laws, and further provided that such self-insurance obligations are guaranteed by the Guarantor. Tenant shall provide annually to the Landlord a certificate indicating its decision to self-insure hereunder, and evidence of compliance with the requirements hereof.

(i) Each insurance policy referred to above shall, to the extent applicable, contain standard non-contributory mortgagee clauses in favor of Landlord's Lender. The certificate shall provide that it may not be canceled except after 30 days prior notice to Landlord and Landlord's Lender and that any loss otherwise payable thereunder shall be payable notwithstanding (i) any act or omission of Landlord or Tenant which might, absent such provision, result in a forfeiture of all or a part of such insurance payment, (ii) the occupation or use of any of the Premises for purposes more hazardous than permitted by the provisions of such policy, (iii) any foreclosure or other action or proceeding taken by Landlord's Lender pursuant to any provision of the Mortgage upon the happening of an event of default thereunder, or (iv) any change in title or ownership of any of the Leased Premises. So long as Guarantor shall satisfy the requirements of Section 35(h) of Part II of this Lease, pertaining to Tenant's rights to self-insure, any insurance policy may be written with a deductible of not more than Five Hundred Thousand and 00/100 ($500,000.00) Dollars, which amount shall be deemed a self-insured amount.

(j) Tenant shall pay as they become due all premiums for the insurance required by this Section, shall renew or replace each policy, and shall deliver to Landlord and Landlord's Lender, a certificate or other evidence (reasonably satisfactory to Landlord's Lender and Landlord) of the existing policy and such renewal or replacement policy within 30 days prior to the date of the expiration of any policy. In the event of Tenant's failure to comply with any of the foregoing requirements of this Section, Landlord shall be entitled to procure such insurance. Any sums expended by Landlord in procuring such insurance shall be Additional Rent and shall be repaid by Tenant, together with interest thereon at the Lease Default Rate, from the time of payment by Landlord until fully paid by Tenant immediately upon written demand therefor by Landlord.

LANDLORD EXCULPATION -

36. Anything contained herein to the contrary notwithstanding, any claim based on or in any respect of any liability of Landlord under this Lease shall be enforced only against the Landlord's interest in the Premises and shall not be enforced against the Landlord individually or personally other than with respect to fraud or the misappropriation of insurance or condemnation proceeds. In no event shall any partner, member, shareholder, director, officer, manager or other owner or agent of Landlord have any liability under this Lease.

LANDLORD'S TITLE -

37. The Premises are demised and let subject to the Permitted Encumbrances without representation or warranty by Landlord; it being understood and agreed, however, that the recital of the Permitted Encumbrances herein shall not be construed as a revival of any Permitted Encumbrance which may have expired, and that Landlord shall not execute any further encumbrance on the Premises which has priority over this Lease without Tenant's prior written consent.

QUIET ENJOYMENT -

38. Landlord warrants and agrees that Tenant, on paying the rent and other charges due hereunder and performing all of Tenant's other obligations pursuant to this Lease, shall and may peaceably and quietly have, hold, and enjoy the Premises for the full Term, free from molestation, eviction, or disturbance by Landlord or by any other person(s) lawfully claiming by, through or under Landlord to be the same. Landlord makes no representation regarding title other than those claiming by, through or under Landlord.

BROKER -

39. Landlord and Tenant each represent and warrant that it has had no dealings or conversations with any real estate broker in connection with the negotiation and execution of this Lease. Landlord and Tenant each agree to defend, indemnify and hold harmless the other against all liabilities arising from any claim of any other real estate brokers, including cost of counsel fees, resulting from their respective acts.

STATEMENTS-

40. Tenant will cause Guarantor to deliver to Landlord and to any Landlord's Lender copies of all financial statements, reports, notices and proxy statements sent by Guarantor to its stockholders or to the Securities and Exchange Commission; provided, however, that if such statements and reports do not include the following information, Tenant will cause Guarantor to deliver to Landlord and Landlord's Lender the following:

(a) Within 60 days after the end of each fiscal quarter of Guarantor a balance sheet of Guarantor and its consolidated subsidiaries as at the end of such quarter and statements of profits and losses of Guarantor and its consolidated subsidiaries for such quarter setting forth in each case, in comparative form, the corresponding figures for the similar quarter of the preceding year, in reasonable detail and scope, and certified by the chief financial officer of Guarantor, the foregoing financial statements all being prepared in accordance with generally accepted accounting principles, consistently applied; and

(b) Within 90 days after the end of each fiscal year of Guarantor, a balance sheet of Guarantor and its consolidated subsidiaries as at the end of such year and a statement of profits and losses of Guarantor and its consolidated subsidiaries for such year setting forth in each case, in comparative form, the corresponding figures for the preceding fiscal year in reasonable detail and scope and certified by independent certified public accountants of recognized national standing selected by Guarantor.

Quarterly 10Qs as filed with the Securities and Exchange Commission shall satisfy the requirements contained in (a) herein. 10Ks as filed with the Securities and Exchange Commission shall satisfy the requirements contained in (b) herein.

TRANSFER OF TITLE -

41. In the event of any transfer(s) of the title to the Premises, Landlord (and in the case of any subsequent transfer, the then-grantor) automatically shall be relieved from and after the date of such transfer, of all liability with respect to the performance of any obligations on the part of said Landlord contained in this Lease thereafter to be performed; provided that any amount then due and payable to Tenant by Landlord (or the then-grantor), and any other obligation then to be performed by Landlord (or the then-grantor) under this Lease, either shall be paid or performed by Landlord (or the then-grantor) or such payment or performance assumed by the transferee; it being intended hereby that the covenants, conditions and agreements contained in this Lease on the part of Landlord shall, subject to the foregoing, be binding on Landlord, its successors and assigns, only during and with respect to their respective successive period of ownership.

NO CONTINUOUS OPERATION -

42. Anything in this Lease, express or implied, to the contrary notwithstanding, Landlord agrees that Tenant shall be under no duty or obligation, either express or implied, to open, or thereafter to continuously conduct, its business in the Premises at any time during the Term.

HAZARDOUS MATERIALS; INSPECTIONS -

43. (a) For the purposes hereof, the term "Hazardous Materials" shall include, without limitation, substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in any Laws.

(b) Tenant represents and warrants that, except as herein set forth, it will not use, store or dispose of any Hazardous Materials in the Premises. Landlord agrees that Tenant may sell household and automotive cleaners and other chemicals (including motor oil) in standard retail containers as are commonly sold by supermarkets, discount stores, and/or drugstores. Additionally, Landlord agrees that Tenant may use such household cleaners and chemicals to maintain the Premises, and additional chemicals to perform on-site photo-processing. Storage of such chemicals is also permitted. Landlord and Tenant acknowledge that any or all of the cleaners and chemicals described in this paragraph may constitute Hazardous Materials. However, Tenant may sell, use, store and dispose of same as herein set forth, provided that in doing so, Tenant complies with Laws. For the purposes of subdivisions (c) through (e) of this Article, the term "Hazardous Materials" shall exclude the Hazardous Materials permitted in this paragraph.

(c) If, at any time during the Term, Hazardous Materials shall be found in or on the Premises, then Tenant shall remove or remediate same to the extent required by Laws, and in compliance with Laws, and at Tenant's sole cost.

(d) Upon reasonable prior notice, Landlord and Landlord's Lender, their agents, representatives and employees shall have the right at all reasonable times and during normal business hours, except to the extent such access is limited by applicable law, to enter upon and inspect all or any portion of the Premises, provided that such inspections shall not unreasonably interfere with the operation thereof. Tenant agrees to bear and shall pay or reimburse Landlord's Lender or Landlord on demand for all expenses (including reasonable attorneys, fees and disbursements, administrative and similar costs of Landlord's Lender or Landlord) reasonably relating to or incurred by Landlord's Lender or Landlord in connection with the inspections, tests and reports described in this Section if (i) Landlord's Lender or Landlord, as applicable, has reasonable grounds to believe (based on the receipt of notice relating to such fact) at the time any such inspection is ordered, that there exists an environmental violation or that a Hazardous Material is present on, under or emanating from the Premises, or (ii) an Event of Default shall have occurred and is continuing.

(e) To the extent that Tenant has knowledge thereof, Tenant shall promptly provide notice to Landlord and Landlord's Lender of:

(i) any proceeding or investigation commenced or threatened by any governmental authority. with respect to the presence of any Hazardous Material affecting the Premises; and

(ii) all claims made or any lawsuit or other legal action or proceeding brought by any person against (A) Tenant or Landlord or the Premises, or (B) any other party occupying the Premises or any portion thereof, in any such case relating to any loss or injury allegedly resulting from any Hazardous Material or relating to any violation or alleged violation of Law;

(f) Tenant shall be solely responsible for and shall defend, indemnify and hold each Indemnified Party harmless from and against all claims, including costs and expenses of any kind (including without limitation reasonable expenses of investigation by engineers, environmental consultants and similar technical personnel and reasonable fees and disbursements of counsel), arising out of, in respect of or in connection with (i) Tenant's breach of its obligations in this Section, (ii) the occurrence of any regulated activity at, on or under the Premises at any time during or prior to the term of this Lease, (iii) the release, threatened release or presence of any Hazardous Materials at, on or under the Premises at any time during or prior to the term of the Lease, or (iv) any matters arising under or relating to any Law and relating to the Tenant or the Premises.

(g) The indemnity obligations of the Tenant and the rights and remedies of the Landlord under this Section shall survive the termination of this Lease for an indefinite period of time.

WAIVER OF LANDLORD'S LIEN -

44. Landlord hereby waives any right to distrain trade fixtures or any property of Tenant and any Landlord's lien or similar lien upon trade fixtures and any other property of Tenant regardless of whether such lien is created or otherwise. Landlord agrees, at the request of Tenant, to execute a waiver of any Landlord's or similar lien for the benefit of any present or future holder of a security interest in or lessor of any of trade fixtures or any other personal property of Tenant. Landlord acknowledges and agrees in the future to acknowledge (in a written form reasonably satisfactory to Tenant) to such persons and entities at such times and for such purposes as Tenant may reasonably request that trade fixtures are Tenant's property and not part of Improvements (regardless of whether or to what extent such trade fixtures are affixed to the Improvements) or otherwise subject to the terms of this Lease.

ESTOPPEL CERTIFICATE -

45. Landlord and Tenant agree to deliver to each other, from time to time as reasonably requested in writing, and within a reasonable period of time after receipt of such request, an estoppel certificate certifying: (a) that this Lease is unmodified and in force and effect (or if there have been modifications, that this Lease is in force and effect as modified, and identifying the modification agreements); (b) the date to which Fixed Rent has been paid; (c) whether there is any existing default by the Tenant in the payment of Fixed Rent, whether (in the case of Landlord, to its knowledge) there is an existing default by the Tenant in the payment of any Additional Rent beyond any applicable grace period, and whether (in the case of Landlord, to its knowledge) there is any other existing default by either party hereto, and, if there is any such default, specifying the nature and extent thereof; (d) in the case of Tenant, whether there are any actions or proceedings pending against the Premises before any governmental authority to condemn the Premises or any portion thereof or any interest therein and whether, to the knowledge of Tenant, any such actions or proceedings have been threatened, (e) in the case of Tenant, whether there exists any material unrepaired damage to the Premises from fire or other casualty; (f) in the case of Tenant, whether to the knowledge of Tenant, there is any existing default by Landlord under this Lease; and (f) other items that may be reasonably requested.

NOTICE OF LEASE -

46. Upon the request of either party hereto, Landlord and Tenant agree to execute a short form Notice of Lease in recordable form, setting forth information regarding this Lease, including, if available, the dates of commencement and expiration of the Term and the Date of Rent Commencement. Tenant shall pay any costs of recording such memorandum.

MISCELLANEOUS -

47. (a) This Lease shall be governed and construed in accordance with the laws of the state in which the Premises is located.

(b) The headings of the Sections of Part I, and of the Sections of Part II, are for convenient reference only, and are not to be construed as part of this Lease.

(c) The language of this Lease shall be construed according to its plain meaning, and not strictly for or against Landlord or Tenant; and the construction of this Lease and of any of its provisions shall be unaffected by any argument or claim that this Lease has been prepared, wholly or in substantial part, by or on behalf of Tenant or Landlord.

(d) Landlord and Tenant each warrant and represent to the other, that each has full right to enter into this Lease and that there are no impediments, contractual or otherwise, to full performance hereunder.

(e) This Lease shall be binding upon the parties hereto and shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of Landlord and the successors and assigns of Tenant.

(f) In the event of any suit, action, or other proceeding at law or in equity (collectively, "action"), by either party hereto against the other by reason of any matter arising out of this Lease, the prevailing party shall recover, not only its legal costs, but also reasonable attorneys' fees (to be fixed by the Court) for the maintenance or defense of said action, as the case may be.

(g) A waiver by either party of any breach(es) by the other of any one or more of the covenants, agreements, or conditions of this Lease, shall not bar the enforcement of any rights or remedies for any subsequent breach of any of the same or other covenants, agreements, or conditions.

(h) This Lease and the referenced exhibits set forth the entire agreement between the parties hereto and may not be changed or terminated orally or by any agreement, unless such agreement shall be in writing and signed by the party against whom enforcement of such change or termination is sought.

(i) If any provision of this Lease or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(j) The submission of this Lease for examination does not constitute a reservation of or agreement to lease the Premises; and this Lease shall become effective and binding only upon proper execution and unconditional delivery thereof by Landlord and Tenant.

(k) LANDLORD AND TENANT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS LEASE.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease on the day and year first above written.

ATTEST/WITNESS:

Phyllis O'Neal

Title: SECRETARY

LANDLORD:

G.B. PEKIN DEVELOPERS, L.L.C.,
an Illinois limited liability company

By: Pekin Independent, Inc.,
a Delaware corporation, its Managing Member

By: Bradley Gershman
Name: BRADLEY GERSHMAN
Title: PRESIDENT

ATTEST/WITNESS:

____
Assistant Secretary

TENANT:

HOOK-SUPERX, INC.

By: ______________________
Name:
Title:

CVS LEGAL APPROVAL: __________

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease on the day and year first above written.

LANDLORD:

G.B. PEKIN DEVELOPERS, L.L.C.,
an Illinois limited liability company

ATTEST/WITNESS:

By: Pekin Independent, Inc.,
a Delaware corporation, its Managing Member

____
Title: ________________________

By: ______________________________
Name:
Title:

TENANT:

ATTEST/WITNESS:

HOOK-SUPERX, INC.

Assistant Secretary

By: Robert E Nault
Name: ROBERT E NAULT
Title: VICE PRESIDENT

CVS LEGAL APPROVAL: __________

STATE OF INDIANA
COUNTY OF MARION

On this 3RD day of December, 1997, before me personally appeared BRADLEY GERSHMAN, personally known by me, who, being by me duly sworn, did depose and say that he resides at INDIANAPOLIS, IN, and that he is President of Pekin Independent, Inc., the Managing Member described in this instrument and that he executed this instrument on behalf of said Corporation and that he had authority to do so.

MARGARET A. WILSON, Notary Public
My commission expires: 11-5-01

STATE OF RHODE ISLAND
County of Providence

In Woonsocket, in said County and State, on the ____ day of December, 1997, before me personally appeared ____________________, the ____________________ of Hook-SupeRx, Inc., to me known and known by me to be the person executing the foregoing instrument, and he/she acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of Hook-SupeRx, Inc.

____________________, Notary Public
My Commission expires:

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STATE OF INDIANA
COUNTY OF MARION

On this ___ day of December, 1997, before me personally appeared _______________, personally known by me, who, being by me duly sworn, did depose and say that he resides at ________________________________, and that he is President of Pekin Independent, Inc., the Managing Member described in this instrument and that he executed this instrument on behalf of said Corporation and that he had authority to do so.

____
, Notary Public
My commission expires:

STATE OF RHODE ISLAND
County of Providence

In Woonsocket, in said County and State, on the 4th day of December, 1997, before me personally appeared Robert E. Nault, the Vice President of Hook-SupeRx, Inc., to me known and known by me to be the person executing the foregoing instrument, and he/she acknowledged said instrument by him/her executed to be his/her free act and deed in said capacity and the free act and deed of Hook-SupeRx, Inc.

Denise Stevens
Denise Stevens, Notary Public
My Commission expires:

#50105797 v1 - FONSECJE - lxvp01!.DOC - 19262/11

Denise Stevens, Notary Public
State Of Rhode Island
My Commission Expires 3-24-01

EXHIBIT A

LEGAL DESCRIPTION

All of Lot 5, 6 and 7 and Sublot A and Sublot B of Lot 4 in EDD's addition to the City of Pekin, being a subdivision of part of the east half of the northwest quarter of Section 2, Township 24 north, range 5 west, of the third principal meridian, being more particularly described as follows:

Commencing at the most northwesterly corner of said Lot 7 as the point of beginning of the tract to be described, said point also being on the southwesterly right-of-way line of Court Street; thence south 61°-58'-00" east along the southwesterly right-of-way line of Court Street, a distance of 205.50 feet to the intersection of the southwesterly right-of-way line of Court Street with the westerly right-of-way line of Tenth Street; thence south 00°-36'-25" east along the westerly right-of-way line of Tenth Street, a distance of 103.25 feet to the intersection of the westerly right-of-way line of Tenth Street with the northerly right-of-way line of an alley; thence south 89°-48'-35" west along the northerly right-of-way line of an alley, a distance of 144.02 feet; thence north 61°-58'-00" west along the northerly right-of-way line of an alley, a distance of 127.06 feet to the most southwesterly corner of said Lot 7; thence north 27°-39'-40" east along the westerly line of said Lot 7, a distance of 158.75 feet to the point of beginning, containing 0.777 acre, more or less, situated in Tazewell County and State of Illinois.

Parcel Identification Numbers: P.I.N. 10-10-02-113-005; P.I.N. 10-10-02-113-006; P.I.N. 10-10-02-113-007; P.I.N. 10-10-02-113-008; and P.I.N. 10-10-02-113-009.

Street Address: southwesterly corner of the intersection of Court Street and Tenth Street, Pekin, Illinois.

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EXHIBIT C TO

MORTGAGE, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

PERMITTED TITLE EXCEPTIONS

1. Exceptions set forth on Schedule B, Part I of loan title insurance policy issued by First American Title Insurance Company in favor of Lender insuring this Mortgage.
2. Lease dated as of even date herewith between the Mortgagor and Hook-SupeRx, Inc.

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EXHIBIT D

This space for use by Recorder of Deeds:

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (this "Agreement") is as of December 9, 1997, between and among **CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL LLC**, a Delaware limited liability company ("Lender"), Hook-SupeRx, Inc., a Delaware corporation ("Tenant"), and **G.B. PEKIN DEVELOPERS, L.L.C.**, an Illinois limited liability company ("Borrower").

RECITALS

A. Tenant is the tenant under a certain lease (the "Lease") dated as of even date herewith by and between Borrower and Tenant, which demises a parcel of land (the "Premises") as more particularly described in **Exhibit A** hereto.

B. The obligations of Tenant under the Lease are guaranteed by CVS Corporation (the "Guarantor") under a guaranty (the "Guaranty") of even date herewith.

C. This Agreement is being entered into in connection with a certain loan (the "Loan") which Lender has made to Borrower pursuant to that certain Loan Agreement (the "Loan Agreement") dated as of even date herewith between Lender and Borrower (the "Loan Agreement") and secured in part by a Mortgage, Security Agreement, and Fixture Financing Statement on the Premises (the "Mortgage") dated as of even date herewith and an Assignment of Leases and Rents dated as of even date herewith (the "Assignment"); (the Mortgage, the Assignment and the other documents executed and delivered in connection with the Loan are hereinafter collectively referred to as the "Loan Documents").

AGREEMENT

For mutual consideration, including the mutual covenants and agreements set forth below, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Tenant agrees that the Lease and all terms and conditions contained therein and all rights, options, liens and charges created thereby are and shall be subject and

subordinate in all respects to the Loan Documents and to all present or future advances under the obligations secured thereby and all renewals, amendments, modifications, consolidations, replacements and extensions of secured obligations and the Loan Documents, to the full extent of all amounts secured by the Loan Documents from time to time.

2. Lender agrees that, if Lender exercises any of its rights under the Loan Documents such that it becomes the owner of the Premises, including but not limited to an entry by Lender pursuant to the Mortgage, a foreclosure of the Mortgage, a power of sale under the Mortgage, or otherwise: (a) the Lease shall continue in full force and effect as a direct lease between Lender and Tenant, and subject to all the terms, covenants and conditions of the Lease and (b) Lender shall not disturb Tenant's right of quiet possession of the Premises under the terms of the Lease so long as Tenant is not in default beyond any applicable grace period of any term, covenant or condition of the Lease.

3. Tenant agrees that, in the event of an exercise of the power of sale or foreclosure of the Mortgage by Lender or the acceptance of a deed-in-lieu-of-foreclosure by Lender or any other succession of Lender to ownership of the Premises, Tenant will attorn to and recognize Lender as its Borrower under the Lease for the remainder of the term of the Lease (including all extension or option periods which have been or are hereafter exercised) upon the same terms and conditions as are set forth in the Lease, and Tenant hereby agrees to pay and perform all of the obligations of Tenant pursuant to the Lease.

4. Tenant agrees that, in the event Lender succeeds to the interest of Borrower under the Lease, Lender shall not be:

(a) liable in any way for any act, omission, neglect or default of any prior Borrower (including, without limitation, the then defaulting Borrower), or

(b) subject to any claim, defense, counterclaim or offsets which Tenant may have against any prior Borrower (including, without limitation, the then defaulting Borrower), or

(c) bound by any payment of rent or additional rent which Tenant might have paid for more than one month in advance of the due date under the Lease to any prior Borrower (including, without limitation, the then defaulting Borrower), or

(d) bound by any obligation to make any payment to Tenant which was required to be made prior to the time Lender succeeded to any prior Borrower's interest, or

(e) accountable for any monies deposited with any prior Borrower (including security deposits), except to the extent such monies are actually received by Lender, or

(f) bound by any amendment or modification of the Lease made without the written consent of Lender.

Nothing contained herein shall prevent Lender from naming Tenant in any foreclosure or other action or proceeding initiated in order for Lender to avail itself of and complete any such foreclosure or other remedy.

5. Tenant hereby agrees to give to Lender copies of all notices of Borrower defaults under the Lease in the same manner as, and whenever, Tenant shall give any such notice of default to Borrower and no such notice of default shall be deemed given to Borrower unless and until a copy of such notice shall have been so delivered to Lender. Lender shall have the right but no obligation, within its sole discretion, to remedy any Borrower default under the Lease, or to cause any default of Borrower under the Lease to be remedied, and for such purpose Tenant hereby grants Lender, in addition to the period given to Borrower for remedying defaults, an additional thirty (30) days to remedy, or cause to be remedied, any such default. Tenant shall accept performance by Lender of any term, covenant, condition or agreement to be performed by Borrower under the Lease with the same force and effect as though performed by Borrower. No Borrower default under the Lease shall exist or shall be deemed to exist (i) as long as Lender, in good faith, shall have commenced to cure such default within the above referenced time period and shall be prosecuting the same to completion with reasonable diligence, subject to force majeure, or (ii) if possession of the Premises is required in order to cure such default, or if such default is not susceptible of being cured by Lender, as long as Lender, in good faith, shall have notified Tenant that Lender intends to institute proceedings under the Loan Documents, and, thereafter, as long as such proceedings shall have been instituted and shall be prosecuted with reasonable diligence. In the event of the termination of the Lease by reason of any default thereunder by Borrower, upon Lender's written request, given within thirty (30) days after any such termination, Tenant, within fifteen (15) days after receipt of such request, shall execute and deliver to Lender or its designee or nominee a new lease of the Premises for the remainder of the term of the Lease upon all of the terms, covenants and conditions of the Lease. Neither Lender nor its designee or nominee shall become liable under the Lease unless and until Lender or its designee or nominee becomes, and then only with respect to periods in which Lender or its designee or nominee remains, the owner of the Premises. In no event shall Lender have any personal liability as successor to Borrower and Tenant shall look only to the estate and property of Lender in the Premises for the satisfaction of Tenant's remedies for the collection of a judgment (or other judicial process) requiring the payment of money in the event of any default by Lender as Borrower under the Lease, and no other property or assets of Lender shall be subject to levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to the Lease. Lender shall have the right, without Tenant's consent, to foreclose the Mortgage or to accept a deed-in-lieu of foreclosure of the Mortgage or to exercise any other remedies under the Loan Documents.

6. Tenant has no knowledge of any prior assignment or pledge of the rents accruing under the Lease by Borrower. Tenant hereby acknowledges the making of the Assignment from Borrower to Lender in connection with the Loan. Tenant acknowledges that the interest of the Borrower under the Lease is to be assigned to Lender solely as security for the purposes specified in said assignments, and Lender shall have no duty, liability or obligation whatsoever under the Lease or any extension or renewal thereof, either by virtue of said assignments or by any subsequent receipt or collection of rents thereunder, unless Lender shall specifically undertake such liability in writing.

7. If Tenant is a corporation. each individual executing this Agreement on behalf of said corporation represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the by-laws of said

corporation, and that this Agreement is binding upon said corporation in accordance with its terms. If Borrower is a limited liability company, each individual executing this Agreement on behalf of said limited liability company represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said limited liability company in accordance with the Operating Agreement for said limited liability company.

8. In the event (a) Tenant makes a Rejectable Offer (as said term is defined in the Lease) pursuant to Section 33 of the Lease, (b) Tenant either (i) pays the Failure of Completion Price (as said term is defined in the Lease) by wiring the amount of the Failure of Completion Price in immediately available funds or (ii) executes and delivers to Lender a Note (the "Exchange Offer Note") in the amount of the Failure of Completion Price and a pledge (the "Exchange Offer Pledge") thereof (each in form and substance satisfactory to Lender), (c) Tenant causes the Premises then being demised by the Lease to be conveyed to an entity ("Successor Borrower") which shall be an affiliate of Tenant (such that no merger of the Lease occurs in connection with such conveyance) and (d) Successor Borrower executes an assumption of the Mortgage, Note and the other Loan Documents (which assumption shall be in form and substance satisfactory to Lender and shall be in compliance with the other provisions of the Loan Agreement), then Tenant may make an offer ("Exchange Offer") by giving written notice to Lender ("Exchange Offer Notice") of its desire to convey to the Successor Borrower in exchange for Successor Borrower's interest in the Premises, a Substitute Premises, and so long as Tenant enters into a lease of such Substitute Premises from Successor Borrower on the same terms and conditions as specified under this Lease, Lender shall cause the Premises to be released from the Mortgage (in accordance with the terms of the Mortgage) and the other Loan Documents encumbering the Premises, subject to Successor Borrower and Lender entering into a modification of the Mortgage and other related Loan Documents which provide for the same to encumber the Substitute Premises, in the same manner in which the Premises had been initially encumbered by said Loan Documents. For the purposes of this Agreement the term "Substitute Premises" shall mean: a parcel of land with a completed building constructed thereon in accordance with plans and specifications similar to the plans and specifications for the Building, with respect to which a certificate of occupancy has been issued and all other licenses and permits have been received, and of which Building Tenant shall have taken occupancy and within which Building Tenant shall have commenced operation of a retail drug store, provided, however, that such land and building shall have a then current appraised value at least equal to the anticipated appraised value of the Premises upon completion of the Building, and further provided that said land and building shall be acceptable to Lender within its discretion, reasonably exercised.

In the event Tenant makes an Exchange Offer as provided above, Tenant shall provide Lender or cause Lender to be provided with such information ("Lender's Due Diligence Information") relating to title, environmental issues, zoning matters, real estate taxes, insurance, and existing legal violations relating to the Substitute Premises, and organizational documents and entity certificates and votes relating to Successor Borrower, as Lender shall reasonably require (which information shall include, without limitation, a title report and a Lender's ALTA title policy (naming Lender as the Insurer) in respect to the Substitute Premises containing such endorsements and affirmative coverages as Lender shall reasonably require, a survey with a surveyor's certification, an insurance certificate for the Substitute Premises meeting the requirements contained in the Loan Agreement, an environmental report on the Substitute

Premises, an engineering report on the Substitute Premises, an appraisal for the Substitute Premises, an opinion regarding due authorization, execution and enforceability, zoning and other issues which cover the same matters as shall have been included in the opinions provided to Lender by Borrower in connection with the closing of the Loan, organizational documents, votes, and certificates relating to the Successor Borrower and any general partner, managing member or trustee thereof, which must demonstrate that the Successor Borrower complies in all respects with the Special Purpose Provisions). All of the Lender's Due Diligence Information shall be provided to Lender within ten (10) business days after the giving of the Exchange Offer Notice to Lender. The preparation and obtaining of the Lender's Due Diligence Information shall be at Tenant's sole cost and expense, and Tenant shall be responsible for paying all costs of Lender's counsel, Lender's servicing agent, environmental engineer and appraiser incurred in connection with evaluating the Exchange Offer. Within ten (10) business days after Lender receives Lender's Due Diligence Information, Lender shall deliver to Substitute Borrower and Tenant a written notice of its election either to accept or reject such Exchange Offer (with a failure to respond constituting a deemed rejection of such Exchange Offer). In the event of an acceptance of such Exchange Offer, such acceptance shall be deemed conditional upon the satisfaction of the following conditions: (i) Substitute Borrower shall convey or cause to be conveyed title to the Premises to Tenant, and Tenant shall convey or cause to be conveyed the Substitute Premises to Substitute Borrower; (ii) Lender and Substitute Borrower shall enter into a modification of the Mortgage and such other of the Loan Documents as shall be necessary in order to (a) release the Premises from the lien of the Mortgage and from being encumbered by any of the other Loan Documents, (b) spread the lien of the Mortgage and any of the other applicable Loan Documents so as to encumber the Substitute Premises and (c) cause all of the applicable provisions in the Loan Documents to cease to relate to the Premises, but instead to relate to the Substitute Premises, as if the Lease shall have demised the Substitute Premises at the time the loan contemplated by the Loan Documents was closed, <u>mutatis</u> <u>mutandis</u>; (iii) Lender shall release to Tenant, to the extent that it is holding the same, either the amount of the Failure of Completion Price or the Exchange Offer Note and Exchange Offer Pledge; and (iv) in the event that the debt to Landlord's Lender shall have been deposited with a trust, which trust shall have sold certificates to investors evidencing an ownership interest in the trust assets, or securities collateralized by the debt shall have been sold to investors, Standard & Poor's Ratings Service (and/or any other rating agency then rating such certificates or securities) shall have confirmed in writing that the substitution of the Substitute Premises for the Premises will not result in a downgrade, withdrawal or qualification of the rating then assigned to such certificates or securities. Upon the completion of the conveyance of the Substitute Premises to the Substitute Borrower, this Lease shall be modified (in a manner satisfactory to Lender) to reflect the substitution of the Substitute Premises for the Premises and in such other respects as may be necessary as a result of the exchange of the Premises for the Substitute Premises, but in all other respects this Lease shall remain in full force and effect. Upon conveyance of the Substitute Premises to Substitute Borrower, Substitute Borrower shall requisition the proceeds of the Loan from the Lender which shall have not theretofore been disbursed to be paid to Tenant, and upon approval of such disbursement request, Lender shall remit or cause to be remitted said proceeds to Tenant. Any indemnification which shall have been given by Tenant with respect to the Premises shall survive the exchange of the Substitute Premises for such Premises.

In the event Lender rejects or is deemed to reject an Exchange Offer (which Lender may reject in its sole discretion) in accordance with the provisions hereof, then to the extent Lender shall then be holding the Exchange Offer Note, Tenant shall cause the same to be paid on demand, and upon receipt of such payment or in the case where the Failure of Completion Price shall previously have been paid by the Tenant to Lender in immediately available funds, Lender shall treat all monies then being held by Lender as being Defeasance Collateral in accordance with the applicable provisions contained in Section 11 of the Loan Agreement, and thereupon Lender shall permit the Premises to be released from the Mortgage and any of the other Loan Documents encumbering the same, in accordance with the provisions of said Section 11. Until the amount of the Failure of Completion Price shall have been paid by Tenant in immediately available funds in accordance with the terms of the Lease, the Lease shall continue in full force and effect, and Tenant shall continue to be obligated for Fixed Rent, Additional Rent, and all other sums then due and payable thereunder, without setoff, counterclaim, recoupment, abatement, suspension, reduction or defense, except as specifically set forth therein.

9. Pursuant to the terms of the Loan Agreement, the Lender is required to invest the funds in the Accounts pursuant to the instructions of the Borrower. Borrower hereby unconditionally and irrevocably appoints Tenant as its attorney in fact for the purpose of instructing Lender with respect to the investment of funds in the Accounts, and waives any claims or demands which it may have for any losses with respect to such investments, provided that the funds are invested solely in Eligible Investments. This power of attorney is a durable power, and is coupled with an interest, and shall not be revoked, modified or terminated by reason of the dissolution, bankruptcy or merger of Borrower. Lender and Servicer shall be entitled to rely upon this power of attorney to the same extent as if it were addressed directly to them.

10. Any notice, election, communication, request or other document or demand required or permitted under this Agreement shall be in writing and shall be deemed delivered on the earlier to occur of (a) receipt or (b) the date of delivery, refusal or nondelivery indicated on the return receipt, if deposited in a United States Postal Service Depository, postage prepaid, sent certified or registered mail, return receipt requested, or if sent via recognized commercial courier service providing for a receipt, addressed to Tenant or Lender, as the case may be, at the following addresses:

If to Tenant:	Hook-SupeRx, Inc. One CVS Drive Woonsocket, RI 02895 Attn: John McDonald
with a copy to:	CVS Corporation One CVS Drive Woonsocket, RI 02895 Attn: Phillip Galbo, Vice President and Treasurer
If to Lender:	Credit Suisse First Boston Mortgage Capital LLC Eleven Madison Avenue New York, NY 10010-3629 Attn: Robert K. Vahradian, Vice President

with a copy to: Brown, Rudnick, Freed & Gesmer
One Financial Center
Boston, Massachusetts 02111
Attn: Ronald S. Borod, Esquire

11. The term "Lender" as used herein includes any successor or assign of the named Lender herein, including, without limitation, any co-lender at the time of making the Loan, any purchaser at a foreclosure sale and any transferee pursuant to a deed-in-lieu of foreclosure, and their successors and assigns, and the term "Tenant" as used herein includes any successor and assign of the named Tenant herein.

12. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to be enforceable, or if such modification is not practicable such provision shall be deemed deleted from this Agreement, and the other provisions of this Agreement shall remain in full force and effect.

13. Neither this Agreement nor any of the terms hereof may be terminated, amended, supplemented, waived or modified orally, but only by an instrument in writing executed by the party against which enforcement of the termination, amendment, supplement, waiver or modification is sought.

14. This Agreement shall be construed in accordance with the laws of the State of Illinois.

15. Capitalized terms used herein and not expressly defined herein shall have the meanings assigned to such terms in the Loan Agreement.

[The balance of this page is intentionally left blank.]

Witness the execution hereof as of the date first above written.

LENDER:

WITNESS:

CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL LLC, a Delaware limited liability company

Alice Russell
Alice Russell

By: Robert K Valih
Name:
Title:

TENANT:

WITNESS:

HOOK-SUPERX, INC.,
a Delaware corporation

____

By: _______________________
Name:
Title:

The undersigned Borrower hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement.

BORROWER:

G.B. PEKIN DEVELOPERS, L.L.C.,
an Illinois limited liability company

WITNESS:

By: Pekin Independent, Inc.,
a Delaware corporation,
its Managing Member

____

By: _______________________
Name:
Title:

Witness the execution hereof as of the date first above written.

LENDER:

WITNESS:

CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL LLC, a Delaware limited liability company

____

By: ____________________

Name:

Title:

TENANT:

WITNESS:

HOOK-SUPERX, INC.,
a Delaware corporation

By: ____________________

Name: Michael F. Nulman

Title: Assistant Secretary

The undersigned Borrower hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement.

BORROWER:

G.B. PEKIN DEVELOPERS, L.L.C.,
an Illinois limited liability company

WITNESS:

By: Pekin Independent, Inc.,
a Delaware corporation,
its Managing Member

____

By: ____________________

Name:

Title:

Witness the execution hereof as of the date first above written.

LENDER:

WITNESS:

CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL LLC, a Delaware limited liability company

____

By: ____________________
Name:
Title:

TENANT:

WITNESS:

HOOK-SUPERX, INC.,
a Delaware corporation

____

By: ____________________
Name:
Title:

The undersigned Borrower hereby consents to the foregoing Agreement and confirms the facts stated in the foregoing Agreement.

BORROWER:

G.B. PEKIN DEVELOPERS, L.L.C.,
an Illinois limited liability company

WITNESS:

By: Pekin Independent, Inc.,
a Delaware corporation,
its Managing Member

Phyllis O'Neal

By: Bradley Gershman
Name: BRADLEY GERSHMAN
Title: PRESIDENT.

STATE OF NEW YORK
County of New York, ss.

December 5, 1997

Then personally appeared the above-named Robert Vahradian the Vice President of CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL LLC, and he/she acknowledged the foregoing instrument to be the free act and deed of said company, a Delaware limited liability company, for the purposes therein stated before me.

Alice Russell
Notary Public
My commission expires:

ALICE L. RUSSELL
Notary Public, State of New York
No. 01RU5081837
Qualified in Kings County
Commission Expires July 14, 1999

STATE OF RHODE ISLAND

County of Providence

December ____, 1997

Then personally appeared the above-named ______________________, the ___________ of Hook-SupeRx, Inc., and he/she acknowledged the foregoing instrument to be the free act and deed of said corporation, a Delaware corporation, for the purposes therein stated before me.

____
, Notary Public
My commission expires:

STATE OF NEW YORK

______________ , ss. December ____, 1997

Then personally appeared the above-named ______________, the ______________ of CREDIT SUISSE FIRST BOSTON MORTGAGE CAPITAL LLC, and he/she acknowledged the foregoing instrument to be the free act and deed of said company, a Delaware limited liability company, for the purposes therein stated before me.

____
, Notary Public
My commission expires:

STATE OF RHODE ISLAND

County of Providence December 4, 1997

Then personally appeared the above-named Michael B. Nulman, the Asst. Secretary of Hook-SupeRx, Inc., and he/~~she~~ acknowledged the foregoing instrument to be the free act and deed of said corporation, a Delaware corporation, for the purposes therein stated before me.

Brenda J. Herb
Brenda J. Herb, Notary Public
My commission expires: 9/15/01

STATE OF INDIANA

COUNTY OF MARION

December 3rd, 1997

Then personally appeared the above-named BRADLEY GERSHMAN, President of Pekin Independent, Inc., and he acknowledged the foregoing instrument to be the free act and deed of said corporation, as Managing Member of G. B. Pekin Developers, L.L.C., an Illinois limited liability company, for the purposes therein stated before me.

Margaret A. Wilson
MARGARET A. WILSON, Notary Public
My commission expires: 11-5-01

This Instrument was prepared by and after recording should be returned to:
Lawrence E. Uchill
Brown, Rudnick, Freed & Gesmer
One Financial Center
Boston, Massachusetts 02111

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STORE MANAGER

RELEASE OF CRIMINAL INFORMATION

STATEMENT OF CONSENT FORM

I, Jeffery Robert Stokes, do hereby voluntarily consent for the Pekin Police Department to do a background check for any criminal history on me.

They are authorized to release that information to the ____________ for the purpose of ____________.

I further agree that the final results of this check may be known and available to the proper person, or persons, requesting the examination.

I further do hereby release and forever hold harmless the Pekin Police Department, the City of Pekin, their Agents and/or employees and affiliates.

3/8/23 ____________
Date

Jeffery Robert Stokes ____________
Signature for Release of Information

Print Full Name Jeffery Robert Stokes

Address: [redacted]

Date of Birth: [redacted]

Drivers License No. : [redacted]

Social Security No.: [redacted]

Sex: [redacted]

Race: [redacted]

Have you ever been convicted of a criminal offense under this name or any other name? NO

If so, furnish details: Date N/A Offense N/A

Location N/A

Request made in connection with CVS Pharmacy, 910 Court ST, Pekin, IL 61554

CITY OF PEKIN LIQUOR COMMISION
111 S. CAPITOL ST
PEKIN,IL 61554

FBI RESPONSE

THE FOLLOWING IS IN RESPONSE TO YOUR SUBMISSION WHICH WAS SENT TO THE FEDERAL BUREAU OF INVESTIGATION. IF YOU HAVE ANY QUESTIONS REGARDING THIS RESPONSE, PLEASE CONTACT THE FBI HELP DESK :

FBI HELP DESK
PHONE NUMBER: 1-304-625-2000

IDENTIFIERS

RESULT:NH

DCN:	L54092407	**TCN:**	LS10477L54092407	**RESPONSE DATE:**	2023/03/08 0:0:0
SUBM TYPE:	FEAPP	**ORI:**	ILL14549L	**FBI ICN:**	E2023067000000296840
NAME:	STOKES, JEFFERY ROBERT	**EMPLOYER#:**	ILL14549L	**SSN:**	[redacted]
SEX CODE:	[redacted]	**RACE CODE:**	[redacted]	**DOB:**	[redacted]

FBI RESPONSE

THIS FEDERAL BUREAU OF INVESTIGATION RAPSHEET IS IN RESPONSE TO YOUR
SUBMISSION SENT TO THE FBI:
CIVIL APPLICANT RESPONSE

ICN E2023067000000296840 CIDN OCA NOOCA
STOKES,JEFFERY ROBERT DOB [redacted]
MNU SOC [redacted] SEX [redacted] RAC [redacted] HGT [redacted]
IL920490Z GOV EMP-LIQUOR UNIT
JOLIET IL 2023/03/08
A SEARCH OF THE FINGERPRINTS ON THE ABOVE
INDIVIDUAL HAS REVEALED NO PRIOR ARREST
DATA. CJIS DIVISION
2023/03/08 FEDERAL BUREAU OF INVESTIGATION

IL920490Z
GOV EMPLOYEE LIQUOR UNIT
SPOL-INFO/TECH COMMAND
ATTN CIVIL PROCESSING
260 N CHICAGO ST
JOLIET,IL 60432

ILLINOIS STATE POLICE
BUREAU OF IDENTIFICATION
260 NORTH CHICAGO STREET
JOLIET, ILLINOIS 60432-4075

CITY OF PEKIN LIQUOR COMMISION
111 S. CAPITOL ST
PEKIN, IL 61554

A SEARCH OF THE FILES OF THIS BUREAU MADE PURSUANT TO THE FEE APPLICANT FINGERPRINT CARD SUBMITTED BY YOUR AGENCY, FAILED TO REVEAL ANY CRIMINAL CONVICTION RECORD FOR THE SUBJECT OF YOUR INQUIRY.

THE APPLICANT FINGERPRINT CARD WILL BE RETAINED IN THE FILES OF THE ILLINOIS STATE POLICE TO FACILITATE FUTURE DISSEMINATION TO YOUR AGENCY OF ANY CONVICTION INFORMATION PERTAINING TO THIS SUBJECT.

THE ILLINOIS STATE POLICE IS PERMITTED TO DISSEMINATE CRIMINAL HISTORY RECORD INFORMATION AS AUTHORIZED BY STATE LAW. ATTEMPTS ARE MADE TO MAKE RECORDS AS COMPLETE AS POSSIBLE BY OBTAINING MISSING DISPOSITIONS FROM VARIOUS SOURCES. IN SOME CASES HOWEVER, DISPOSITION INFORMATION IS UNAVAILABLE.

THE SEARCH ROUTINE USED TO PROCESS YOUR SUBMISSION DID NOT INCLUDE AN INQUIRY INTO THE ILLINOIS STATE POLICE SEX OFFENDER REGISTRATION FILE. TO DETERMINE IF THE SUBJECT OF YOUR INQUIRY IS A REGISTERED SEX OFFENDER, PLEASE CHECK THE ILLINOIS STATE POLICE REGISTERED SEX OFFENDER INFORMATION WEB SITE AT "WWW.ISP.STATE.IL.US".

IF YOU HAVE ANY QUESTIONS CONCERNING THIS MATTER, PLEASE CONTACT THE BUREAU OF IDENTIFICATION AT ISP.BOI.CUSTOMER.SUPPORT@ILLINOIS.GOV OR (815) 740-5160 TO LEAVE A MESSAGE.

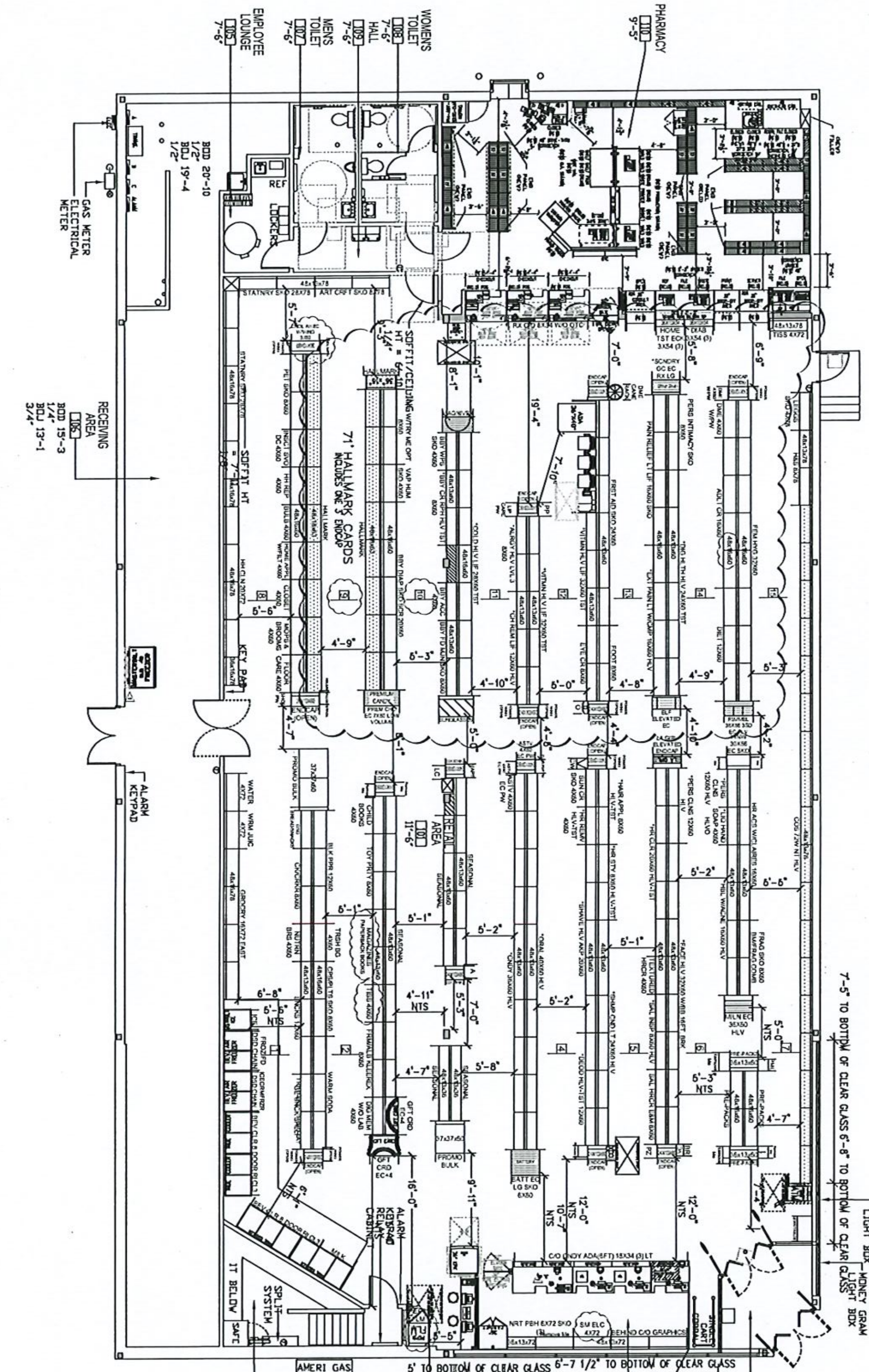
********************* **NOTICE** *********************

THE CURRENT OPTION OF HAVING A CRIMINAL HISTORY RECORD RESPONSE PRINTED AND MAILED BY THE ILLINOIS STATE POLICE WILL SOON BE UNAVAILABLE. IF YOU HAVE NOT DONE SO ALREADY, PLEASE REGISTER AND BEGIN UTILIZING THE CRIMINAL HISTORY INFORMATION RESPONSE PROCESS (CHIRP) AS SOON AS POSSIBLE IN ORDER TO AVOID ANY FUTURE DISRUPTION IN DELIVERY OF RESPONSES. CHIRP MAY BE ACCESSED BY THE FOLLOWING LINK: https://chirp.isp.illinois.gov/CHIRP/login.action

IDENTIFIERS

DCN:	L54092407	**TCN:**	LS10477L54092407	**PURPOSE:**	LIQ
SUBMISSION TYPE:	FEAPP	**RESULT:**	NO RECORD ON FILE		
Name: STOKES, JEFFERY	ROBERT	**Employer #:**	ILL14549L	**SSN #:**	[redacted]
Sex Code: [redacted]		**Race Code:**	[redacted]	**DOB:**	[redacted]

STATE USE ONLY
WARNING: RELEASE OF THIS INFORMATION TO UNAUTHORIZED INDIVIDUALS OR AGENCIES OR MISUSE IS PROHIBITED BY FEDERAL LAW TITLE 42 USC 3789G PERTAINING TO CRIMINAL HISTORY INFORMATION



CVS/pharmacy #6451

Pekin
ILLINOIS
Community. Opportunity. Home.

CITY OF PEKIN FOOD & BEVERAGE, PACKAGE LIQUOR AND MOTOR FUEL TAX REGISTRATION FORM

Date: 5-2-2023

Business Name: Highland Park CVS, LLC, dba CVS/pharmacy #6451
Address: 910 Court Street
City: Pekin State: IL Zip: 61554 Phone: 309-347-6617
Contact Name: Cathy. Tardie E-mail Address:

Illinois Business Tax # (IBT): 3381-7006

Address of Business Site (if different from above)
Business Name: Highland Park CVS, LLC
Address: One CVS Drive, MC #1160
City: Woonsocket State: RI Zip: 02895
Phone: 401-770-3355 Fax: 401-216-3782

DATE BUSINESS WILL START (STARTED) AT THIS LOCATION: 6-28-1998

Type of Organization:
☐ Sole Proprietorship ☐ Partnership ☐ Corporation ■ Other *(specify)* L.L.C.

Owner(s), Corporate Officer, Partners: *(include name, address and title)*
see attached Corporate Officer Licst

Under penalties as provided by law, I declare to the best of my knowledge and belief, the information on this form is true, correct and complete.

Linda M. Cimbron
Signature of Officer

5-2-2023
Date

Linda M. Cimbron, Assistant Secretary
Print Name and Title

Mail or Fax this completed and signed for to City of Pekin, Treasurer's Office, 111 S Capitol Street, Pekin, IL 61554. Fax # 309.346.2095

Certificate of Completion

JEFFERY STOKES

Has diligently and with merit completed the

Off-Premise BASSET Alcohol Certification

from the American Safety Council.

GRADUATION DATE

4/25/2023

BASSET Student ID Number
924968218

CEO, American Safety Council

Pekin Liquor Commission New Business Checklist

111 S. Capitol
Pekin, IL 61554
309-477-2300

PZ NM Business address assigned? 910 Court St
PZ NM Previous business type? Retail
PZ NM Owner address? Realty Income LLC P.O. Box 1610 Cockeysville, MD 21030
PZ NM Zoning type? B-3
PZ NM Former use of building? Retail New use of building Retail
PZ NM Special Use Permit by zoning needed? Yes /No (circle one)
PZ NM Mixed occupancy? Yes / No (circle one)
PZ NM Adequate parking spaces per zoning? Yes / No (circle one)
PZ NM Handicapped parking and correct signage? Yes / No (circle one)
BI NM Number of stories 1
BI NM County Health Department Inspection completed? Yes / No (circle one)
BI NM Occupancy permit issued by city zoning prior to opening? Yes / No (circle one)
CE _____ Existing liens on property (including City of Pekin) Yes / No (circle one)
FD JP Total square foot of building? 10,000
FD JP Key holder info for 911? Yes / No (circle one)
FD JP Fire protection system required based on Square foot of use? Yes / No (circle one)
FD JP Fire sprinkler required? Yes / No (circle one)
FD JP System testing competed on Fire Protection System? Yes / No (circle one) NA
FD JP Is sprinkler system RPZ inspection by licensed plumber every year? Yes / No / N/A (circle one)
FD JP Fire alarm system if required? Yes / No / N/A (circle one)
FD JP Knox Box (required if alarmed or sprinkled) Yes / No / N/A (circle one)
FD JP Portable 10lb ABC extinguishers? Yes / No Up to date? Yes / No (circle one in each)
FD JP Two exits (if greater than 50 people) Yes / No Exits open out? Yes / No (circle one in each)
FD JP Exit lighted signs operational? Yes / No (circle one)
FD JP Emergency lighting operational? Yes / No (circle one)
FD JP Standpipe system present? Yes / No Required? Yes / No (circle one in each)
FD JP Fire Department connection and caps present and in good condition? Yes / No (circle one)
FD JP Smoke detectors required? Yes / No Operational? Yes / No (circle one in each)
FD JP Occupancy number calculated based on square feet per Fire Department? Yes / No NA (circle one)
FD JP Restaurant suppression system? Yes / No / N/A ; Tested yes / No (circle one)
FD JP Kitchen present? Yes / No
FD JP Kitchen hood cleaning system schedule based on food/fuel type? Yes / No (circle one)
FD JP Staff Operational knowledge in case of fire? Yes / No (circle one)
FD JP Demonstrates knowledge during inspections? Yes / No (circle one)
FD JP Placement of class K fire extinguisher up to date? Yes / No (circle one)
FD JP Pull stations if required are unobstructed? Yes / No NA (circle one)
FD JP Elevator required? Yes / No If required, state tested and certified? Yes / No (circle one)
FD JP No smoking signage present? Yes / No (circle one)
FD JP Information present on compliance engine? Yes / No (FD USE ONLY) NA
FD JP Is video gaming being utilized? Yes / No (circle one)
PD _____ Phone number assigned to address and tested to 911? Yes / No (circle one)
PD _____ Cameras as required per Pekin Police? Yes / No (circle one)
PD _____ View from the Street? Yes / No (circle one)

All items are to be checked and compliant.

Zoning Board NM Building Inspections NM Fire Dept JP Police Dept ________

CITY OF
Pekin
ILLINOIS

Building Inspections Department
111 S. Capitol Street, Pekin, Illinois 61554 – (309) 478-5364
Pekininspections@ci.pekin.il.us

INTERNAL LIQUOUR LICENSE APPLICATION PROCESS

NAME OF BUSINESS CUS

ZONING DEPARTMENT -DATE REVIEWED 10-31-2023

Special Use Required Yes____ No X

If yes, Then ZBA approval attached N/A_____ Yes____ No_____

Parking requirements Met Yes X No___

Location is not within 100 feet from any school, church, or licensed daycare facility Yes X No____

BUILDING DEPARTMENT-DATE RECEIVED 10-31-2023

Pre-Occupancy Inspection Performed Yes X No____ Date Completed 10-31-2023

Pre-Occupancy Inspectors

1. Nic Maquet
2. Josh Peterson
3.
4.

Permits Issued Yes X No____ N/A_______

Permit #'s 23PEIL-OCC-0817

Health Department approval attached? Yes_____ No_____ N/A X

All inspections performed and passed? Yes X No____

Certificate of Occupancy Issued? Yes X No___ Date of Issuance N/A

FINAL DATE GIVEN TO CITY CLERK 10-31-2023

Nic Maquet

Chief Building Official