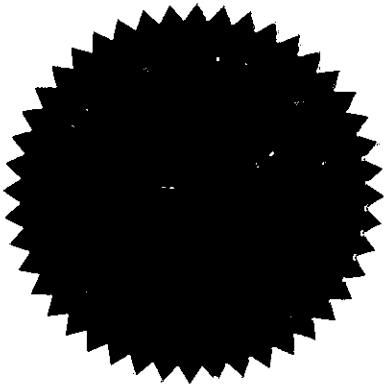


PUBLISHED IN PAMPHLET FORM THIS 19TH DAY OF NOVEMBER, 2001.
BY ORDER OF THE CORPORATE AUTHORITIES OF THE VILLAGE OF LOMBARD,
DUPAGE COUNTY, ILLINOIS.

Suzan L. Kramer
Suzan L. Kramer
Village Clerk



ORDINANCE AUTHORIZING AN AMENDMENT TO ORDINANCE 4980, RELATIVE
TO AN ANNEXATION AGREEMENT
18W583 ROOSEVELT ROAD
CVS/WILTON/RX

FRONT OF PAMPHLET

PAMPHLET

ORDINANCE 5043

**AN ORDINANCE AUTHORIZING AN AMENDMENT
TO ORDINANCE 4980, RELATIVE TO
AN ANNEXATION AGREEMENT**

(BOT 01-11: Wilton/RX Funding Business Trust)
(18W583 Roosevelt Road, unincorporated DuPage County)

(See also Ordinance No. 4980)

WHEREAS, RX FUNDING BUSINESS TRUST NO. 2000-1 (hereinafter referred to as "Owner"); WILTON DEVELOPMENT CORPORATION, a Delaware Corporation (hereinafter referred to as "Developer") and have petitioned the Village of Lombard for an amendment to Ordinance Number 4980, dated April 19, 2001 (hereinafter the "Annexation Agreement"); and

WHEREAS, said petition to the Village of Lombard requests an amendment to Ordinance Number 4980 so as to allow for the Village Board to be given the authority to approve an amendment to the Annexation Agreement (hereinafter the "First Amendment"); and

WHEREAS, said amendment extends the outside date for the satisfaction of the Condition Precedent, as defined in the Annexation Agreement from June 1, 2002 to September 30, 2002; and

WHEREAS, said amendment also assigns, transfers and conveys all of its rights, duties and obligations of the Owner under the Annexation Agreement to CVS LOMBARDO 2791, L.L.C., an Illinois limited liability company (hereinafter listed as "Substitute Owner"); and

WHEREAS, it is in the best interest of the Village that the First Amendment pertaining to the property generally located on the southeast corner of Roosevelt Road and Westmore/Meyers Road, unincorporated DuPage County, Illinois, and legally described in Section 2 below, be entered into; and,

WHEREAS, the First Amendment has been drafted and a copy is attached hereto and incorporated herein as Exhibit "A"; and,

WHEREAS, the Owner, Developer and Substitute Owner, which are the subject of said First Amendment, are ready, willing and able to enter into said First Amendment and to perform the obligations as required thereunder; and,

WHEREAS, a hearing on said First Amendment having been held, pursuant to proper notice, by the President and Board of Trustees on November 15, 2001.

NOW, THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, as follows:

SECTION 1: That the Village President and Village Clerk be and hereby are authorized to sign and attest to the First Amendment attached hereto and marked Exhibit "A", by and between the Village of Lombard; and,

SECTION 2: This ordinance is limited and restricted to the property generally located at the southwest corner of Roosevelt and Westmore-Meyers Roads in unincorporated DuPage County, Illinois containing 1.4 acres more or less and legally described as follows:

Parcel 1:

LOTS 1, 2 AND 3 AND THE EAST 12 FEET OF LOT 4 IN BLOCK 6 IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT, BEING A SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE NORTHWEST ¼ AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS.

Parcel 2:

LOTS 5 AND THE WEST 40.73 FEET OF LOT 4 (MEASURED ON THE SOUTH PROPERTY LINE AND PARALLEL TO THE EAST PROPERTY LINE OF SAID LOT 5) IN BLOCK 6 IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT, BEING A SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 1929 AS DOCUMENT NUMBER 276750, IN DU PAGE COUNTY, ILLINOIS.

Parcel 3:

LOT SIX (6), SEVEN (7), TWENTY (20), AND TWENTY-ONE (21) IN BLOCK SIX (6), IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT, BEING A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER IN SECTION TWENTY-ONE (21), TOWNSHIP THIRTY-NINE (39), NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL

MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON APRIL 1, 1929, AS DOCUMENT 276750, IN DU PAGE COUNTY, ILLINOIS.

Parcel 4:

THE EAST-WEST 20 FOOT PUBLIC ALLEY NORTH OF AND ADJOINING LOTS 6 AND 21 IN BLOCK 6 IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 1929 AS DOCUMENT NUMBER 276750, IN DU PAGE COUNTY, ILLINOIS.

Parcel Numbers: 06-21-103-001, 002, 003, 004, 010 & 011

SECTION 3: This ordinance shall be in full force and effect from and after its passage and approval as provided by law.

Passed on first reading this _____ day of _____, 2001.

First reading waived by action of the Board of Trustees this 15th day of November, 2001.


Passed on second reading this 15th day of November, 2001.

President Mueller,
Ayes: Trustees Destephano, Tross, Koenig, Sebby, Florey, Soderstrom

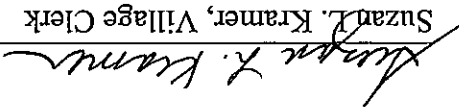
Nays: None

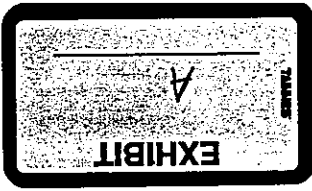
Absent: None

Approved this 15th _____ day of November _____, 2001.


William J. Mueller, Village President

ATTEST:


Suzanne L. Kramer, Village Clerk



Paragraph 25.U. of the Annexation Agreement to extend the outside date for the satisfaction of the Condition Precedent, as defined therein, from June 1, 2002 to September 30, 2002; and

WHEREAS, Owner, Substitute Owner and Developer are desirous of amending mutual consent to the assignment and transfer of the Owner's Interests to Substitute Owner; and **WHEREAS**, the Village and Developer have no objection to and desire to confirm their

Owner's Interests under the Annexation Agreement; and to Substitute Owner and Substitute Owner is agreeable to accepting and assuming all of the duties and obligations under the Annexation Agreement (collectively the "Owner's Interests") **WHEREAS**, Owner is desirous of assigning, transferring and conveying all of its rights,

legally described in Exhibit A attached hereto ("Subject Property"); and document number R2001-175943 ("Annexation Agreement") pertaining to the real estate Annexation Agreement dated April 19, 2001 and recorded in DuPage County, Illinois as **WHEREAS**, the Village, Owner and Developer have heretofore entered into that certain

WITNESSETH:

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT ("First Amendment") is made and entered into this 15th day of November, 2001, by and between the VILLAGE OF LOMBARD, a municipal corporation ("Village"); RX FUNDING BUSINESS TRUST NO. 2000-1 ("Owner"), WILTON DEVELOPMENT CORP., a Delaware corporation ("Developer") and CVS LOMBARD 2791, L.L.C., an Illinois limited liability company ("Substitute Owner");

**FIRST AMENDMENT
TO ANNEXATION AGREEMENT**

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Henry S. Stillwell III
Rathje, Woodward, Dyer & Burt
300 E. Roosevelt Road
P.O. Box 786
Wheaton, IL 60189

WHEREAS, all necessary and appropriate notices have been given and a hearing was held by the Corporate Authorities of the Village on November 15, 2001 with respect to the review and approval of this First Amendment; and

WHEREAS, the Corporate Authorities of the Village and the Owner and Developer deem it to the mutual advantage of the parties and in the public interest that the Annexation Agreement be amended as hereinafter provided.

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

FA-1. Incorporation of Recitals/Defined Terms: The Village, Owner and Developer agree that the foregoing recitals are incorporated into this First Amendment as if fully recited herein. All defined terms contained in the Annexation Agreement shall have the same meaning when utilized in this First Amendment, unless otherwise expressly provided herein.

FA-2. Assignment and Transfer of Owner's Interests: Owner hereby assigns, transfers and conveys all of the Owner's Interests under the Annexation Agreement to Substitute Owner and Substitute Owner hereby accepts and assumes all of said Owner's Interests. The Village and Developer hereby consent to said assignment and transfer of the Owner's Interests to Substitute Owner. In accordance therewith, all references to Owner under the Annexation Agreement shall hereafter mean and refer to Substitute Owner. Prior to taking legal title to the Subject Property Substitute Owner shall have the right and authority to designate an alternative entity to take legal title to the Subject Property, in which event Substitute Owner shall give the Village and Developer written notice thereof and such designated entity shall, by virtue of taking legal title to the Subject Property, automatically and without further amendment to the Annexation Agreement, succeed to the Owner's Interests under the Annexation Agreement and be bound by and subject to the terms and provisions of the Annexation Agreement, as amended, in the capacity as Owner thereunder.

FA-3. Extension of Outside Date for Condition Precedent: Paragraph 25.U. of the Annexation Agreement is hereby amended by deleting the date of June 1, 2002 in lines five and nine of said paragraph and substituting the date of September 30, 2002 in place thereof. In accordance therewith, the outside date for the satisfaction of the Condition Precedent shall be September 30, 2002.

FA-4. Continuity of Agreements: The Annexation Agreement shall continue in full force and effect in accordance with the terms and provisions contained therein, subject to the amendment thereto as set forth in this First Amendment. This First Amendment is hereby incorporated into and made a part of the Annexation Agreement.

FA-5. Trustee Exculpation: It is expressly understood and agreed by the parties hereto that (a) this Agreement is executed and delivered by Wilmington Trust Company, not individually or personally but solely as Owner Trustee (in such capacity, the "Owner Trustee") under the Trust Agreement for RX Funding Business Trust No. 2000-1, in the exercise of the powers and authority conferred and vested in it under the Trust Agreement, (b) each of the representations, undertakings and agreements herein made on the part of the Owner Trustee is made and intended not as personal representations, undertakings and agreements by Wilmington Trust Company but is made and intended for the purpose for binding only the Owner Trustee and (c) under no circumstances shall Wilmington Trust Company be personally liable for the payment of any indebtedness or expenses of the Owner Trustee or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Owner Trustee under this Agreement or the other related documents.

FA-6. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this First Amendment on the day and year first above written.

OWNER: RX FUNDING BUSINESS TRUST NO. 2000-1

By: Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee

By: _____
Name: _____
Title: _____

ATTEST:

Title: _____
DATED: _____

SUBSTITUTE OWNER:

CVS LOMBARD 2791, L.L.C., an Illinois limited liability company

By: API Properties 601 LLC, a Nevada limited liability company, its sole member

By: API Properties Nevada, Inc., a Nevada corporation, its sole member

By: _____
Name: _____
Title: _____

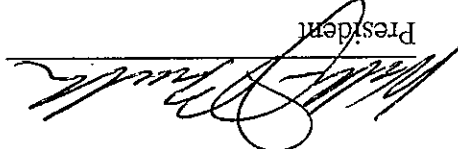
ATTEST:

Title: _____
DATED: _____

ACKNOWLEDGMENTS

per attached notarial certificate

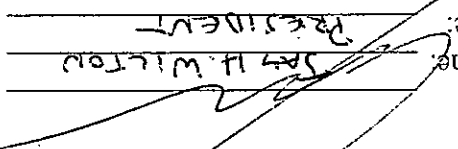
VILLAGE: VILLAGE OF LOMBARD, an Illinois municipal corporation

By: 
President

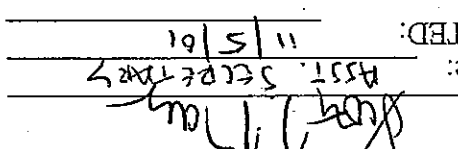
ATTEST:

Angela F. Kamm
Village Clerk
DATED: 11/16/01

DEVELOPER: WILTON DEVELOPMENT CORP., a Delaware corporation

By: 
Name: *Sam H. Wilton*
Title: *PRESIDENT*

ATTEST:

By: 
Name: *Asst. Secretary*
Title: *Asst. Secretary*
DATED: 11/5/01

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this First Amendment on the day and year first above written.

OWNER:

RX FUNDING BUSINESS TRUST NO. 2000-1

By: Wilmington Trust Company, not in its

individual capacity, but solely as Owner

Trustee

By:

Name: Jeanne M. Oiler

Title: Financial Services Officer

ATTEST:

Tracy M. McLamb

Title: Financial Services Officer

DATED: NOV. 1, 2001

SUBSTITUTE OWNER:

CVS LOMBARD 2791, L.L.C., an Illinois

limited liability company

By:

API Properties 601 LLC, a Nevada limited

liability company, its sole member

By:

API Properties Nevada, Inc., a Nevada corporation, its sole member

ATTEST:

Title: _____

Name: _____

By: _____

Delaware corporation

WILTON DEVELOPMENT CORP., a

DEVELOPER:

DATED: 11/16/01

Village Clerk

Susan K. Warner

ATTEST:

By:

President

municipal corporation

VILLAGE OF LOMBARD, an Illinois

VILLAGE:

)
)
) SS

STATE OF ILLINOIS

ACKNOWLEDGMENTS

DATED: _____

Title: _____

ATTEST:

Title: _____

Name: _____

By: _____

DATED: _____

Title: _____

By: _____

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this First Amendment on the day and year first above written.

OWNER:
RX FUNDING BUSINESS TRUST NO. 2000-1

By: Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee

By: _____
Name: _____
Title: _____

ATTEST:

Title: _____
DATED: _____

SUBSTITUTE OWNER:
CVS LOMBARD 2791, L.L.C., an Illinois limited liability company

By: API Properties 601 LLC, a Nevada limited liability company, its sole member

By: API Properties Nevada, Inc., a Nevada corporation, its sole member

By: *John M. Merwin*
Name: *John M. Merwin*
Title: *Vice President*

ATTEST:

John M. Merwin
Title: *Assistant Secretary*
DATED: *10/31/07*

VILLAGE:
VILLAGE OF LOMBARD, an Illinois municipal corporation

By: *Michael J. ...*
President

ATTEST:
Angela F. ...
Village Clerk
DATED: *11/16/07*

DEVELOPER:
WILTON DEVELOPMENT CORP., a Delaware corporation

By: _____
Name: _____
Title: _____

ATTEST:
member

Title: _____
DATED: _____

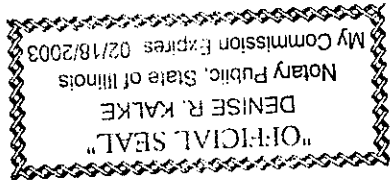
STATE OF ILLINOIS)
) SS)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the Village of Lombard, and Suzan L. Kramer, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 16th day of November, 2001.

Dennis R. Kalkreuth
Notary Public

Commission expires 2/18/03



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

ss. }

On NOVEMBER 5, 2001 before me, MARY SWOR, NOTARY PUBLIC

Date

personally appeared JAY H. MILTON

Name(s) of Signer(s)

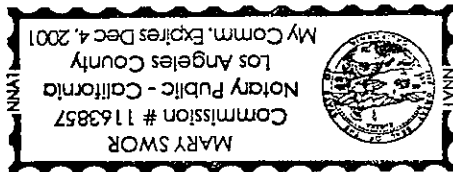
Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally known to me. U.S.
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Place Notary Seal Above



OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

FIRST ATTORNEY

Document Date: _____

Number of Pages: 11 (SEE TRSFR)

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

JAY H. MILTON

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): PRESIDENT
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____

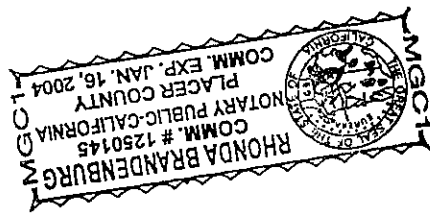


STATE OF DELAWARE)
COUNTY OF NEW CASTLE)
SS)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Jeanne M. Oler and Tracy M. McLamb are personally known to me to be the Financial Services Officer and Financial Services Officer of Wilmington Trust Company, acting in its capacity as Owner Trustee of RX FUNDING BUSINESS TRUST NO. 2000-1, not in its individual capacity, but solely as Owner Trustee, and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Financial Services Officer and Financial Services Officer respectively, and that they appeared before me this day in person and severally acknowledged that as such Financial Services Officer and Financial Services Officer they signed and delivered the said instrument, pursuant to authority given by said trust as their free and voluntary act, and as the free and voluntary act and deed of said trust, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 1 day of November, 01, 2001.
Commission expires _____, _____, _____
Notary Public _____
J.M.B.

STEVEN MITCHELL BARONE
NOTARY PUBLIC-DELAWARE
My Commission Expires Sept 16, 2002



C:\TEMP\STAMEND05.WPD
091901;102201;102501

STATE OF California)
COUNTY OF Placer)
) SS

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jane Marvick VP, and Lisa Baitern, of API PROPERTIES NEVADA, INC., a Nevada corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such VP and VP, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said VP then and there acknowledged that he, as custodian of the records of the corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 31st day of October 2001

Commission expires 1/16, 04

Notary Public

Rhonda Brandenburg

SCHEDULE OF EXHIBITS

EXHIBIT A: Legal Description of Subject Property

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Parcel 1:
LOTS 1, 2 AND 3 AND THE EAST 12 FEET OF LOT 4 IN BLOCK 6 IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT, BEING A SUBDIVISION OF THE WEST 1/4 OF THE NORTHWEST 1/4 AND THE EAST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Parcel 2:
LOTS 5 AND THE WEST 40.73 FEET OF LOT 4 (MEASURED ON THE SOUTH PROPERTY LINE AND PARALLEL TO THE EAST PROPERTY LINE OF SAID LOT 5) IN BLOCK 6 IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT, BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 1929 AS DOCUMENT NUMBER 276750, IN DUPAGE COUNTY, ILLINOIS.

Parcel 3:
LOT SIX (6), SEVEN (7), TWENTY (20), AND TWENTY-ONE (21) IN BLOCK SIX (6), IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT, BEING A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER IN SECTION TWENTY-ONE (21), TOWNSHIP THIRTY-NINE (39), NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON APRIL 1, 1929, AS DOCUMENT 276750, IN DUPAGE COUNTY, ILLINOIS.

Parcel 4:
THE EAST-WEST 20 FOOT PUBLIC ALLEY NORTH OF AND ADJOINING LOTS 6 AND 21 IN BLOCK 6 IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT SUBDIVISION, BEING A SUBDIVISION OF THE WEST 1/2 OF THE WEST 1/2 OF THE NORTHWEST 1/4 AND THE EAST 1/2 OF THE NORTHWEST 1/4 OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 1929 AS DOCUMENT NUMBER 276750, IN DUPAGE COUNTY, ILLINOIS.



Paragraph 25. U. of the Annexation Agreement to extend the outside date for the satisfaction of the Condition Precedent, as defined therein, from June 1, 2002 to September 30, 2002; and

WHEREAS, Owner, Substitute Owner and Developer are desirous of amending

WHEREAS, the Village and Developer have no objection to and desire to confirm their mutual consent to the assignment and transfer of the Owner's Interests to Substitute Owner; and

WHEREAS, Owner is desirous of assigning, transferring and conveying all of its rights, duties and obligations under the Annexation Agreement (collectively the "Owner's Interests") to Substitute Owner and Substitute Owner is agreeable to accepting and assuming all of the Owner's Interests under the Annexation Agreement; and

WHEREAS, the Village, Owner and Developer have heretofore entered into that certain Annexation Agreement dated April 19, 2001 and recorded in DuPage County, Illinois as document number R2001-175943 ("Annexation Agreement") pertaining to the real estate legally described in Exhibit A attached hereto ("Subject Property"); and

WITNESSETH:

THIS FIRST AMENDMENT TO ANNEXATION AGREEMENT ("First Amendment") is made and entered into this 15th day of November 2001, by and between the VILLAGE OF LOMBARD, a municipal corporation ("Village"); RX FUNDING BUSINESS TRUST NO. 2000-1 ("Owner"), WILTON DEVELOPMENT CORP., a Delaware corporation ("Developer"), and CVS LOMBARD 2791, L.L.C., an Illinois limited liability company ("Substitute Owner");

**FIRST AMENDMENT
TO ANNEXATION AGREEMENT**

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Henry S. Stillwell III
Rathje, Woodward, Dyer & Burt
300 E. Roosevelt Road
P.O. Box 786
Wheaton, IL 60189

WHEREAS, all necessary and appropriate notices have been given and a hearing was held by the Corporate Authorities of the Village on November 15, 2001 with respect to the review and approval of this First Amendment; and

WHEREAS, the Corporate Authorities of the Village and the Owner and Developer deem it to the mutual advantage of the parties and in the public interest that the Annexation Agreement be amended as hereinafter provided.

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

FA-1. Incorporation of Recitals/Defined Terms: The Village, Owner and Developer agree that the foregoing recitals are incorporated into this First Amendment as if fully recited herein. All defined terms contained in the Annexation Agreement shall have the same meaning when utilized in this First Amendment, unless otherwise expressly provided herein.

FA-2. Assignment and Transfer of Owner's Interests: Owner hereby assigns, transfers and conveys all of the Owner's Interests under the Annexation Agreement to Substitute Owner and Substitute Owner hereby accepts and assumes all of said Owner's Interests. The Village and Developer hereby consent to said assignment and transfer of the Owner's Interests to Substitute Owner. In accordance therewith, all references to Owner under the Annexation Agreement shall hereafter mean and refer to Substitute Owner. Prior to taking legal title to the Subject Property, Substitute Owner shall have the right and authority to designate an alternative entry to take legal title to the Subject Property, in which event Substitute Owner shall give the Village and Developer written notice thereof and such designated entry shall, by virtue of taking legal title to the Subject Property, automatically and without further amendment to the Annexation Agreement, succeed to the Owner's Interests under the Annexation Agreement and be bound by and subject to the terms and provisions of the Annexation Agreement, as amended, in the capacity as Owner thereunder.

FA-3. Extension of Outside Date for Condition Precedent: Paragraph 25.U. of the Annexation Agreement is hereby amended by deleting the date of June 1, 2002 in lines five and nine of said paragraph and substituting the date of September 30, 2002 in place thereof. In accordance therewith, the outside date for the satisfaction of the Condition Precedent shall be September 30, 2002.

FA-4. Continuity of Agreements: The Annexation Agreement shall continue in full force and effect in accordance with the terms and provisions contained therein, subject to the amendment thereto as set forth in this First Amendment. This First Amendment is hereby incorporated into and made a part of the Annexation Agreement.

FA-5. Trustee Exculpation: It is expressly understood and agreed by the parties hereto that (a) this Agreement is executed and delivered by Wilmington Trust Company, not individually or personally but solely as Owner Trustee (in such capacity, the "Owner Trustee") under the Trust Agreement for RX Funding Business Trust No. 2000-1, in the exercise of the powers and authority conferred and vested in it under the Trust Agreement, (b) each of the representations, undertakings and agreements herein made on the part of the Owner Trustee is made and intended not as personal representations, undertakings and agreements by Wilmington Trust Company but is made and intended for the purpose for binding only the Owner Trustee and (c) under no circumstances shall Wilmington Trust Company be personally liable for the payment of any indebtedness or expenses of the Owner Trustee or be liable for the breach or failure of any obligation, representation, warranty or covenant made or undertaken by the Owner Trustee under this Agreement or the other related documents.

FA-6. Counterparts: This Agreement may be executed in two (2) or more counterparts, each of which taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this First Amendment on the day and year first above written.

OWNER: RX FUNDING BUSINESS TRUST NO. 2000-1

By: Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee

By: _____
Name: _____
Title: _____

ATTEST:

Title: _____
DATED: _____

SUBSTITUTE OWNER:

CVS LOMBARD 2791, L.L.C., an Illinois limited liability company

By: API Properties 601 LLC, a Nevada limited liability company, its sole member

By: API Properties Nevada, Inc., a Nevada corporation, its sole member

By: _____
Name: _____
Title: _____

ATTEST:

Title: _____
DATED: _____

ACKNOWLEDGMENTS

see attached return cert. file

VILLAGE: VILLAGE OF LOMBARD, an Illinois municipal corporation

By: _____
President

ATTEST:

Village Clerk
DATED: 11/16/01

DEVELOPER: WILTON DEVELOPMENT CORP., a Delaware corporation

By: _____
Name: JAY H. WILTON
Title: PRESIDENT

ATTEST:

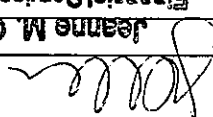
Title: ASST. SECRETARY
DATED: 11/15/01

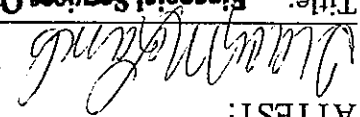
[Signature]

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this First Amendment on the day and year first above written.

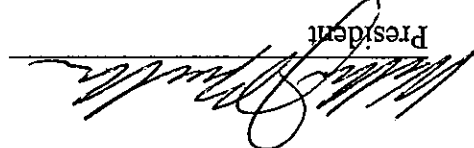
OWNER: RX FUNDING BUSINESS TRUST NO. 2000-1

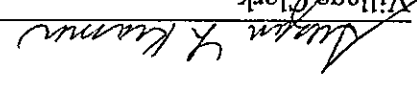
By: Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee

By: 
Name: Jeanne M. Olier
Title: Financial Services Officer

ATTEST: 
Tracy M. McLamb
Title: Financial Services Officer
DATED: NOV. 1, 2001

VILLAGE: VILLAGE OF LOMBARD, an Illinois municipal corporation

By: 
President

ATTEST: 
Village Clerk
DATED: 11/16/01

DEVELOPER: WILTON DEVELOPMENT CORP., a Delaware corporation

By: _____
Name: _____
Title: _____

ATTEST: _____
DATED: _____

SUBSTITUTE OWNER: CVS LOMBARD 2791, L.L.C., an Illinois limited liability company.

By: API Properties 601 LLC, a Nevada limited liability company, its sole member

By: API Properties Nevada, Inc., a Nevada corporation, its sole member

By: _____
Name: _____
Title: _____

ATTEST: _____

Title: _____
DATED: _____

ACKNOWLEDGMENTS

IN WITNESS WHEREOF, the parties hereto have set their hands and seals to this First Amendment on the day and year first above written.

OWNER: RX FUNDING BUSINESS TRUST NO. 2000-1

By: Wilmington Trust Company, not in its individual capacity, but solely as Owner Trustee

By: _____
Name: _____
Title: _____

ATTEST:

Title: _____
DATED: _____

SUBSTITUTE OWNER: CVS LOMBARD 2791, L.L.C., an Illinois limited liability company

By: API Properties 601 LLC, a Nevada limited liability company, its sole member

By: API Properties Nevada, Inc., a Nevada corporation, its sole member

By: *John Merline*
Name: John Merline
Title: Vice President

ATTEST:

John Merline
Title: President
DATED: 11/31/01

VILLAGE: VILLAGE OF LOMBARD, an Illinois municipal corporation

By: *William F. Kanner*
President

ATTEST:

William F. Kanner
Village Clerk
DATED: 11/16/01

DEVELOPER: WILTON DEVELOPMENT CORP., a Delaware corporation

By: _____
Name: _____
Title: _____

ATTEST:

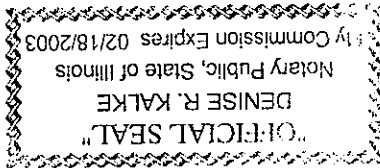
Title: _____
DATED: _____

STATE OF ILLINOIS)

) SS)
COUNTY OF DUPAGE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that William J. Mueller, personally known to me to be the President of the Village of Lombard, and Suzan L. Kramer, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this 16th day of November, 2001. Denise R. Kalke Notary Public
Commission expires 2/18/03



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

} ss.

On APRIL 5, 2001, before me, MARY SWOR, NOTARY PUBLIC,
 Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

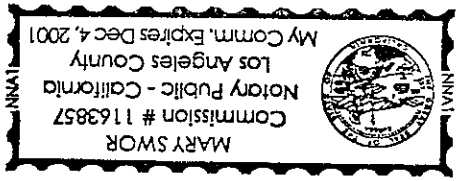
personally appeared JAY H. WILTON
 Name(s) of Signer(s)

personally known to me M.S.
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Mary Swor
 Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document: FIRST AMENDMENT TO AUCTION AGREEMENT

Document Date: _____
 Number of Pages: 1 (with this p.)

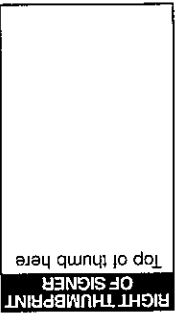
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

JAY H. WILTON
 Signer's Name:

- Individual
- Corporate Officer — Title(s): PRESIDENT
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



STATE OF DELAWARE

COUNTY OF NEW CASTLE)
SS)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO

HERBRY CERTIFY that the above-named Jeanne M. Oler and Tracy M. McLamb are personally known to me to be the Financial Services Officer and Financial Services Officer of Wilmington Trust Company, acting in its capacity as

Owner Trustee of RX FUNDING BUSINESS TRUST NO. 2000-1, not in its individual capacity, but solely as Owner Trustee, and also personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Financial Services Officer and Financial Services Officer respectively, and that they appeared before me this day in person and severally acknowledged that as such Financial Services Officer and Financial Services Officer they signed and delivered the said instrument, pursuant to authority given by said trust as their free and voluntary act, and as the free and voluntary act and deed of said trust, for the uses and purposes therein set forth.

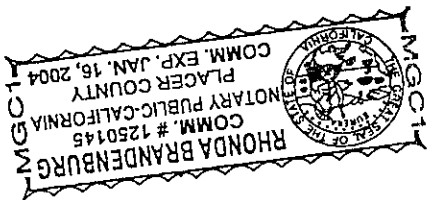
GIVEN under my hand and Notary Seal this 1 day of November, 01.

Commission expires _____,

STEVEN MITCHELL BARONE
NOTARY PUBLIC-DELAWARE
My Commission Expires Sept. 16, 2002

Notary Public

S.M.B.



C:\TEMP\1STAMEND05.WPD
091901;102201;102501

STATE OF California)
COUNTY OF Placer)
SS)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jean Merwin, Vice Pres and Lisa Barton, Asst Secy, of API PROPERTIES NEVADA, INC., a Nevada corporation, who are

personally known to me to be the same persons whose names are subscribed to the foregoing instruments as such _____ and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said _____ then and there acknowledged that he, as custodian of the records of the corporation, did affix the corporate seal of said corporation to said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal this 31st day of October, 2001

Commission expires 1/16, 04.

Rhonda Brandenburg
Notary Public

SCHEDULE OF EXHIBITS

EXHIBIT A: Legal Description of Subject Property

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

Parcel 1:
LOTS 1, 2 AND 3 AND THE EAST 12 FEET OF LOT 4 IN BLOCK 6 IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT, BEING A SUBDIVISION OF THE WEST ½ OF THE NORTHWEST ¼ AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

Parcel 2:
LOTS 5 AND THE WEST 40.73 FEET OF LOT 4 (MEASURED ON THE SOUTH PROPERTY LINE AND PARALLEL TO THE EAST PROPERTY LINE OF SAID LOT 5) IN BLOCK 6 IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT, BEING A SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE NORTHWEST ¼ AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 1929 AS DOCUMENT NUMBER 276750, IN DUPAGE COUNTY, ILLINOIS.

Parcel 3:
LOT SIX (6), SEVEN (7), TWENTY (20), AND TWENTY-ONE (21) IN BLOCK SIX (6), IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT, BEING A SUBDIVISION OF THE WEST HALF OF THE WEST HALF OF THE NORTHWEST QUARTER AND THE EAST HALF OF THE NORTHWEST QUARTER IN SECTION TWENTY-ONE (21), TOWNSHIP THIRTY-NINE (39), NORTH, RANGE ELEVEN (11), EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON APRIL 1, 1929, AS DOCUMENT 276750, IN DUPAGE COUNTY, ILLINOIS.

Parcel 4:
THE EAST-WEST 20 FOOT PUBLIC ALLEY NORTH OF AND ADJOINING LOTS 6 AND 21 IN BLOCK 6 IN LASALLE REALTY COMPANY'S VILLA ROOSEVELT SUBDIVISION, BEING A SUBDIVISION OF THE WEST ½ OF THE WEST ½ OF THE NORTHWEST ¼ AND THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 21, TOWNSHIP 39 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 1, 1929 AS DOCUMENT NUMBER 276750, IN DUPAGE COUNTY, ILLINOIS.

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