

9 691140

(Drugstore) Walgreen Co.
200 Wilmot Rd
Deerfield, Ill.
60015
361N Attn: Beverly Salk

THIS AGREEMENT, made and entered into ^{as of} this 31st day of May, 1982, by and between LAKE COUNTY TRUST COMPANY, as Trustee under Trust Agreement dated September 22, 1967, and known as Trust No. 1350, hereinafter called "Landlord", and WALGREEN WOODMAR, INC., an Indiana corporation hereinafter called "Tenant";

WITNESSETH:

WHEREAS, by lease dated June 15, 1954, as modified and supplemented by agreement dated December 6, 1954, as further modified, supplemented and extended by agreement dated December 2, 1965, as modified by agreement dated April 20, 1966, and as modified and supplemented by letter agreement dated October 17, 1972, all hereinafter called "said lease", Max Bloomstein, Jr., not individually but solely as Trustee under Trust Agreement dated November 30, 1955 and known as Trust No. 129 (to all of whose right, title and interest Landlord herein has heretofore succeeded), as Landlord, leased to Tenant certain first floor premises therein described and known as No. _____ Indianapolis Boulevard (now known as 6632 Indianapolis Boulevard) and located in the Woodmar Shopping Center, located 50 feet south of the southwest corner of Indianapolis Boulevard and 165th Street, Hammond, Indiana, for the term, at the rents and upon the other covenants and conditions therein set forth; and

WHEREAS, the parties hereto desire to extend and modify said lease as hereinafter provided;

NOW, THEREFORE, in consideration of the premises and of the covenants and agreements hereof, it is hereby covenanted and agreed by and between Landlord and Tenant as follows:

1. Said lease and the term thereof shall be and hereby are extended for a further period of ten (10) years commencing July 1, 1991 and continuing to and including May 31, 2001.
2. In order to adapt the premises now occupied by Tenant, Tenant shall remodel the leased premises prior to December 31, 1983. Said remodeling shall be done by Tenant at Tenant's sole cost and expense and shall include alterations and improvements to the interior of the leased premises in order to effect a new decor of the interior of the leased premises. Any remodeling affecting the structural portion of the building shall require Landlord's prior written approval.

If there shall be any structural weaknesses or structural defects in said building or premises, not caused by Tenant, and without reference to any additional loads or stresses which may be placed thereon as a result of said remodeling or if there shall be any other condition or conditions in said building or premises, structural or otherwise, not caused by Tenant or arising from said remodeling, and which do not presently meet the requirements of public authorities then, Landlord, at Landlord's cost and expense, shall correct such weakness, defect, condition or conditions promptly after notice thereof. Tenant presently knows of no such defects or conditions.

(This instrument prepared by Debra J. Family, 200 Wilmot Rd., Deerfield, IL).

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3. Tenant shall have the right and option at Tenant's election to terminate said lease effective as of May 30, 1996. If Tenant elects to exercise such option, Tenant shall send notice thereof to Landlord at least twelve months prior to the date said lease, as herein further extended is to terminate, but no notice shall be required to terminate said lease at the expiration of the further extended period provided herein, to-wit: May 31, 2001.

4. (a) (1) Commencing the first full calendar month after the execution of this agreement and continuing to and including May 31, 1991 Tenant shall pay a fixed rent of \$5000. per month.

(2) Commencing June 1, 1991 and continuing for the remainder of the term as extended herein Tenant shall pay a fixed rent of \$5500. per month;

said rents to be payable each and every month in advance and to be properly apportioned for any period less than a full calendar month;

(b) During the periods under subsections (1) and (2) above, if a sum equal to - - -

3% of the cash receipts of sales as defined in said lease up to and including \$1,000,000.;

plus 2½% of such cash receipts of sales in excess of \$1,000,000. and up to and including \$1,400,000.;

plus 2% of such cash receipts of sales in excess of \$1,400,000.;

made by Tenant in the operation of Tenant's store on the leased premises in any twelve month period ending on May 31, shall exceed the total fixed monthly rents paid under subsections (1) or (2) of paragraph 4 herein for such twelve month period, then and in such event and on or before July 15 next succeeding, Tenant shall furnish to Landlord a statement of the total amount of such cash receipts of sales for such lease year and Tenant shall pay the amount of such excess as additional rent. The aforesaid amounts of \$1,000,000. and \$1,400,000. shall be proportionately adjusted in the case of any period if more or less than a full twelve calendar months.

5. Section (b) of Article 25 of said lease shall be and hereby is deleted therefrom and the following sections (b), (c), (d) and (e) shall be substituted in lieu thereof:

"(b) Tenant shall pay to Landlord Tenant's share as defined in sections (c) and (d) hereof, of the cost of maintaining said common areas which cost shall include: operating, managing, equipping, policing and protecting (if and to the extent provided by Landlord), insuring, servicing, heating, ventilating, cooling, lighting, repairing and maintaining the common areas and services and other areas and facilities used in the operation and maintenance of the shopping center. Such expenses shall include security and fire protection, including, at the option of Landlord, servicing Tenant fire extinguishers (if and to the extent such service is provided by Landlord and not provided by Tenant); on-site traffic direction and control (including operation, maintenance and repair of on-site elevators, escalators and stairs); all costs and expenses of cleaning and removing of rubbish, dirt, debris, snow and ice, all costs and expenses of planting, replanting and replacing flowers and landscapings, water and sewer charges affecting said common areas; premiums for public

liability and property damage insurance, fire, extended coverage, malicious mischief, vandalism, workmen's compensation and employer's liability all of which insurance premiums shall relate to common areas and shall at no time duplicate any payments made by Tenant under Paragraph 7 of this agreement; wages, unemployment taxes, social security taxes, all costs and expenses for supplies, the operation of loud speakers and any other equipment supplying music; all costs and expenses incurred by Landlord in supplying and maintaining all public restrooms shared by all tenants of the Shopping Center; all costs and expenses incurred by Landlord in the testing of sprinkler systems located in the Shopping Center or, at Landlord's option in the leased premises; all charges for utility services for the common areas, including all costs and expenses of maintaining lighting fixtures (including the cost of light bulbs and electric current); operating and maintaining Shopping Center signs on the Shopping Center and utility costs of electricity for one existing off-site shopping center sign; reasonable depreciation of equipment, machinery and facilities, rents paid for the leasing of equipment finance charges paid for the purchase of equipment, machinery and facilities used in the operation of the common areas, administrative costs at the rate of fifteen percent (15%) of the total costs of operating and maintaining the common areas, fees for audit of common area charges, personal property taxes affecting machinery and equipment servicing the common areas, the cost of licenses and permits for the operation of the common areas and appropriate reserves for the operation and maintenance of the common areas. So long as such reserves are not for capital improvements, said reserves shall be subject to the audit of Tenant, and expenditures from such reserves shall be subject to the audit of Tenant, and expenditures from such reserves shall be made within 24 months of the establishment of the reserves or said reserves shall be refunded to Tenant.

(c) If the costs as described in section (b) above for the year commencing June 1, 1982 and continuing to and including May 31, 1983, and every consecutive twelve month period thereafter until May 31, 1991 shall be increased over such costs for the year commencing June 1, 1981 and continuing to and including May 31, 1982, then and in such event Tenant shall pay to Landlord a pro rata share of the amount of such increase. Tenant's pro rata share shall be computed by multiplying such increase by a fraction the numerator of which shall be the square foot floor area of the leased premises (excluding mezzanine area used solely for storage or office space) and the denominator of which shall be the square foot floor area of all non-department store buildings in said shopping center (so long as the amounts paid toward such maintenance by such department stores are deducted from the total cost).

(d) Commencing June 1, 1991 and continuing for the remainder of the term as extended herein Tenant shall pay a prorata share of the maintenance cost of the common areas as above described. Tenant's share shall be in the same proportion to the total cost as the square foot floor area of the leased premises (excluding mezzanine area used solely for storage or office space) is to the rentable square foot floor area of all non-department store buildings in said Shopping Center (so long as the amounts paid toward such maintenance by such department stores are deducted from the total cost).

(e) Tenant's share of payments as defined in sections (c) and (d) herein shall be paid once monthly, and shall be based on 1/12 of the actual annual cost of the previous year. Within 45 days after Landlord shall submit statements to Tenant for each lease year, Tenant shall pay the difference between the estimated cost and actual cost, if any, or, in the alternative Landlord shall refund any amounts due Tenant in the event Tenant overpaid the amount of such actual cost."

6. Paragraph 5, Paragraph 6 and section (1) of Paragraph 4 of the agreement dated December 2, 1965 shall be and hereby are deleted from said lease.

7. If the general real estate taxes (including all special benefit taxes and special assessments) levied and assessed against the land and buildings in said Shopping Center as shown on the plan attached to said lease for the year 1982 or for any tax year or partial tax year thereafter and continuing until May 31, 1991, shall be increased over such taxes levied and assessed for the year 1981, then and in such event, and upon request from Landlord accompanied by the paid tax bills or photocopies thereof, Tenant shall pay to Landlord a prorata share of the amount of such increase. Tenant's share shall be computed by multiplying such increase by a fraction the numerator of which shall be the square foot floor area of the leased premises and the denominator of which shall be the rentable square foot floor area of all buildings in said Shopping Center.

Commencing June 1, 1991 and continuing for the remainder of the term as extended herein Tenant shall pay a pro rata share of such taxes. Tenant shall from time to time and upon request from Landlord accompanied by the paid bill or photocopy therefor, pay to Landlord Tenant's prorata share of such taxes. Tenant's share shall be computed by multiplying the bill for same by a fraction the numerator of which shall be the square foot floor area of the leased premises and the denominator of which shall be the rentable square foot floor area of all buildings in said Shopping Center as shown on the plan attached to said lease.

It is further understood that any liability hereunder for any period in which said lease term or said periods as above described shall not cover an entire tax year shall be properly prorated to reflect Tenant's possession under said lease and the time periods as reflected above.

If at any time during the lease term the method of taxation shall be altered so that any new tax assessment, levy, imposition or charge, or any part thereof, shall be measured by or be based in whole or in part upon the lease, the leased premises, or the real estate estate or the rent or other charges therefrom and shall be imposed upon the Landlord, then all such taxes, assessments, levies, impositions or charges, or the part thereof, to the extent that they are so measured or based, shall be deemed to be included within the term "real estate taxes" for the purposes hereof, to the extent that such "real estate taxes" would be payable if the real estate were the only property of Landlord subject thereto, and Tenant shall pay such "real estate taxes" as so defined. There shall be excluded from "real estate taxes" all federal income taxes, federal excess profits taxes, franchise, capital stock and federal or state estate or inheritance taxes of Landlord. The covenants in this subsection are intended to survive the expiration of the lease term.

Tenant shall pay a prorata share of all expenses, including reasonable attorney's fees, expenses, administrative hearing and court costs incurred in contesting or negotiating the amount of the tax assessment or the rate of such tax assessment, so long as any of such fees or costs are attributable to the successful reduction of payments made by Tenant under this Article and so long as such taxes are reduced to the maximum extent, and the benefit of such reduction is in excess of the cost of such fees or expenses.

The third floor added to the building leased to Carson, Pirie, Scott and Company shall be considered as having one-half ($\frac{1}{2}$) of its actual gross Floor Area for the purpose of determining Tenant's proportionate share of special assessments, real estate taxes, and other taxes payable hereunder. The covenants of this subsection are intended to survive the expiration of the Lease Term.

8. Landlord shall carry fire and extended coverage insurance malicious mischief, sprinkler leakage, public liability, vandalism and water damage and rent loss insurance covering the buildings and improvements of the Shopping Center, (less the amount applicable to the Common Areas and/or the Enclosed Mall and included in Section (b) of Article 25 of said lease), shown on the plan attached to said lease, to the extent of not less than 80% and not more than 100% of the replacement cost, less foundations with companies that are authorized to do business in the State of Indiana and are governed by the regulatory authority which establishes maximum rates in the vicinity. If the cost of premiums for such insurance for the year 1982 and for each year or partial year thereafter continuing until May 31, 1991 shall be increased over the cost of such premiums for the year 1981, then and in such event and upon request from Landlord accompanied by the paid bills therefor or photocopies thereof, Tenant shall pay a prorata share of such increase. Tenant's share shall be computed by multiplying said increase by a fraction the numerator of which shall be the square foot floor area of the leased premises and the denominator of which shall be the rentable square foot floor area of all buildings in said Shopping Center, except the third floor of the building leased to Carson, Pirie, Scott and Company shall be considered as having one-half ($\frac{1}{2}$) its actual gross floor area for the purpose of determining Tenant's proportionate share of insurance premiums payable hereunder. Landlord may carry such insurance under so-called blanket policies.

Commencing June 1, 1991 Tenant shall pay a prorata share of the premiums for such insurance. Upon request from Landlord accompanied by the paid bill or photocopy therefor, Tenant shall pay Tenant's pro rata share of such premiums for insurance. Tenant's share shall be computed by multiplying the cost of such premiums by a fraction the numerator of which shall be the square foot floor area of the leased premises and the denominator of which shall be the rentable square foot floor area of all buildings in said Shopping Center.

9. Paragraph 1 of the lease amendment dated April 20, 1966, shall be and hereby is deleted from said lease.

10. In the event that Tenant shall discontinue the use of the Premises located at 6638 Indianapolis Boulevard Hammond, Indiana (hereinafter called "Grill") for the sale of food for consumption on the premises at any time during the term of its lease covering said Grill, but shall continue to operate said Grill Premises as a Walgreen Store, the rent for said Grill shall be combined with the rent to be paid for the leased premises herein and commencing on the date Tenant shall operate said Grill as a Walgreen Store, and continuing during the period of said operation, and in lieu of the provisions continuing during the period of said operation, and in lieu of the provisions then in effect, Tenant shall pay a combined rent for the leased premises and the Grill as follows:

(a) A fixed monthly rent equal to the then effective fixed rent specified in Paragraph 4(a) hereof plus a sum equal to one twelfth (1/12) of the total fixed plus percentage rent paid by Tenant for said grill area (6638 Indianapolis Boulevard) for the twelve month period immediately preceding the date Tenant commences operating said Grill as a Walgreen store;

(b) Tenant shall pay percentage rent as specified in Paragraph 4(b) hereof.

and

11. (a) Landlord covenants, /represents ~~XXXXXXXXXX~~ that Landlord has legal title to the entire property shown on the plan attached to said lease and the right to make this agreement, that said entire property is now free and clear of all liens, encumbrances and restrictions, except:

(1) parking lot 300 x 228 feet adjacent to southwest corner, held under leasehold for a term of 20 years from November 1, 1954 with three successive renewal options of ten years each; which shall not affect any of Tenant's rights granted under said lease as extended herein;

(2) restrictive covenant, containing reverter, that the demised premises shall be used only for business and commercial purposes, and no industrial, manufacturing or processing activities (except such manufacturing or processing activities as are usual, customary and incidental to and operated in connection with business and commercial enterprises selling at retail and are so conducted on the said property) shall be conducted in the demised premises, which shall not affect any of Tenant's rights granted under said lease as extended herein;

(3) lease to Carson, Pirie Scott and Company, which shall not affect any of Tenant's rights granted under said lease as extended herein;

(4) easements, covenants and restrictions of record, none of which affect the rights of Tenant to peaceful and uninterrupted possession and use under said lease as extended herein;

(5) mortgage to The Great West Life Assurance Company dated December 1, 1975 in the amount of \$675,000.;

(6) Trust Deed dated September 23, 1965 and recorded thereafter in Lake County, Indiana to Allen Fuller, Trustee, insuring note payable to McElvain Mortgage Company;

and that upon paying the rents and keeping the agreements of the lease on its part to be kept and performed, Tenant shall have peaceful and uninterrupted possession during the continuance of said lease as extended herein. Landlord shall furnish Tenant satisfactory evidence of Landlord's title.

(b) If at the time of execution of this agreement the entire property shown on the plan attached to said lease, or any part thereof, is subject to any mortgage, deed of trust or other encumbrance in the nature of a mortgage, which is prior and superior to the lease, it is a further express condition hereof that Landlord shall thereupon furnish and deliver to Tenant, in form and substance acceptable to Tenant, an agreement executed by such mortgagee or trustee, either (i) making such mortgage, deed of trust or other encumbrance in the nature of a mortgage subject and subordinate to said lease as extended herein and to the leasehold estate created hereby and to all of Tenant's rights hereunder, or (ii) obligating such mortgagee or trustee to be bound by said lease as extended herein and by all of Tenant's rights hereunder, provided that Tenant is not then in continued default, after notice, in the payments of rents or otherwise under the terms of the lease.

12. Section (b) of Paragraph 8 of the lease amendment dated December 2, 1965 shall be and hereby is deleted from said lease.

13. In Section (b) of Article 21 of said lease, the words reading in the ninth, tenth and eleventh lines, "If, because of such fire or other casualty, any or all of the three stores described in Article 26 shall be closed, then and in such event, and until all of said three stores shall have reopened in approximately the same locations and with approximately the same..." shall be deleted and the following shall be inserted in lieu thereof:

"If, because of such fire or other casualty, Carson, Pirie, Scott and Company, or any successor, shall be closed, then, in such event, and until Carson's or any successor, shall have reopened in approximately the same location and with approximately the same areas..."

14. Notwithstanding any provisions in said lease, Tenant shall install floor supported rolling grill doors in the entry of the mall adjacent to the leased premises and Tenant shall remodel the store front of the leased premises. Upon receipt of a statement of the cost of installation of said rolling grilling doors from Tenant, and upon completion of the store front remodeling by Tenant, Landlord shall pay to Tenant the sum of \$7,000. In addition, Tenant shall have the right and is hereby irrevocably authorized to deduct the sum of \$7,000. from 50% of percentage rent each year until said sum shall be totally deducted. In no event shall Landlord pay to Tenant nor shall Tenant deduct a total amount in excess of the actual cost submitted to Landlord. From such time as said rolling grill doors are installed and continuing for the remainder of the term as extended herein Tenant shall maintain, repair and replace said rolling grill doors.

15. In all other respects, said lease and all of the applicable covenants and conditions thereof shall remain and continue in full force and effect.

16. This agreement shall also bind and benefit the successor and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement, under seal, as of the day and year first above written.

WALGREEN WOODMAR, INC.

Subject to rider attached hereto
LAKE COUNTY TRUST COMPANY
as Trustee aforesaid

MS
By William O. Stunk
President

By Donna L. Campbell
Donna L. Campbell, as Trust
Officer

Attest:
OT [Signature]
Asst. Secretary

Attest:
BY: Charlotte L. Keilman
Charlotte L. Keilman, as
Assistant Secretary

Witnesses:
Wimped Stungot
Beverly [Signature]

Witnesses:
Ruth E. Carlson
Ruth E. Carlson
Pauline Lloyd
Pauline Lloyd

RIDER ATTACHED TO AND MADE A PART OF THAT CERTAIN AGREEMENT DATED AS OF MAY 31, 1982, BETWEEN LAKE COUNTY TRUST COMPANY, AS TRUSTEE ("Landlord") AND WALGREEN WOODMAR, INC. ("Tenant") COVERING THE PREMISES DESCRIBED THEREIN AT WOODMAR SHOPPING CENTER, HAMMOND, INDIANA.

Exculpatory Clause. This Agreement is made and entered into by LAKE COUNTY TRUST COMPANY, a Corporation duly organized and existing under the laws of the State of Indiana, and duly authorized to accept and execute trusts within the State of Indiana, not in its individual capacity, but solely in its capacity as Trustee under the provisions of a Trust Agreement dated September 22, 1967, and known as Trust No. 1471, pursuant to the power and authority conferred upon it under and by virtue of the terms and provisions of said Trust Agreement, and the covenants and undertakings herein made and entered into by it are made and entered into solely for the purposes of binding the Trust Estate, and it is expressly agreed by the parties hereto and by all persons claiming by, through or under them that no personal liability is assumed by or shall, at any time, arise or be asserted or enforced against LAKE COUNTY TRUST COMPANY, in its individual capacity, or against any beneficiary under said Trust Agreement, or against Landau and Heyman, Inc., or against the successors or assigns thereof, on account of this Agreement, or on account of the covenants herein contained, either express or implied, all such liability, if any, being expressly waived and released by Tenant and by any persons claiming by, through or under Tenant, and that recourse hereunder, if any, by Tenant, its successors or assigns, shall be limited exclusively to the assets of the Trust Estate from time to time subject to the provisions of said Trust Agreement.

(SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF)

STATE OF ILLINOIS)
) ss.
COUNTY OF LAKE)

I, W. J. Campbell, do hereby certify that before me this day in person appeared William O. Strick, personally known to me to be the Vice President of WALGREEN WOODMAR, INC., an Indiana corporation, and G. Donaghy III personally known to me to be the Assistant Secretary of said corporation and each and severally acknowledged that they signed and delivered the foregoing instrument in the respective capacities herein set forth and caused to be affixed thereto the corporate seal of said corporation, pursuant to authority given under the articles and by-laws of the corporation, as the free and voluntary act of said corporation, and as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 8 day of December, 1982.

W. J. Campbell
NOTARY PUBLIC

My Commission Expires June 26, 1984

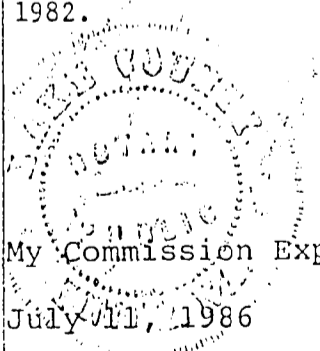
STATE OF INDIANA)
) ss.
COUNTY OF LAKE)

I, Michelle M. Myers, do hereby certify that before me this day in person appeared Donna L. Campbell, personally known to me to be the Trust Officer of LAKE COUNTY TRUST COMPANY, as Trustee aforesaid, and Charlotte L. Keilman, personally known to me to be the Assistant Secretary of said corporation and each and severally acknowledged that they signed and delivered the foregoing instrument in the respective capacities herein set forth and caused to be affixed thereto the corporate seal of said corporation, pursuant to authority given under the articles and by-laws of the corporation, as the free and voluntary act of said corporation, and as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and seal this 21st day of October, 1982.

Michelle M. Myers
NOTARY PUBLIC Michelle M. Myers

Resident: Lake County, Ind.



My Commission Expires:

July 11, 1986