

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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LEASE TERMINATION AGREEMENT

MORRIS W. CARTER
RECORDER

THIS LEASE TERMINATION AGREEMENT (the "Agreement") made and entered into this 30th day of April, 1999, by and between LAKE COUNTY TRUST COMPANY, as Trustee under Trust #1574 ("Landlord"), and WALGREEN CO., an Illinois corporation ("Tenant").

WITNESSETH:

WHEREAS, pursuant to that certain lease dated December 30, 1970, by and between BRUCE T. FLEMING, BETTY J. FLEMING, WAYNE E. KURTZ, FLORRIS E. KURT, LENTEN P. DRAPER, PORTER R. DRAPER, AND DONNA D. WELTER, individuals (to all right, title and interest of whom Landlord has succeeded), as landlord, and NATIONAL TEA CO., an Illinois corporation (to all right title and interest of which Tenant has succeeded), as tenant, as modified by a letter agreement dated March 6, 1985, a letter agreement dated January 8, 1986, and a consent letter dated November 25, 1987 (collectively, the "Lease"), Landlord leased to Tenant certain premises more commonly known as 219 North Main Street, Crown Point, Indiana ("Leased Premises"), and located within a building which is contained in a property more particularly described in said Lease;

WHEREAS, Landlord and Tenant desire to terminate the Lease upon the following terms and conditions:

NOW, THEREFORE, in consideration of a monetary sum as set forth hereinbelow, and other good and valuable consideration the sufficiency and receipt of which are hereby acknowledged, and the covenants and conditions hereinafter provided, it is agreed by and between Landlord and Tenant as follows:

1. The Lease and the terms thereof shall be and hereby are terminated effective as of April 30, 1999 (hereinafter called "Termination Date"), and from and after the Termination Date, neither party shall have any other, further accrued, or unaccrued obligation or liability of any nature to the other. Such Termination Date shall not be extended by any delay in the execution of this Agreement.

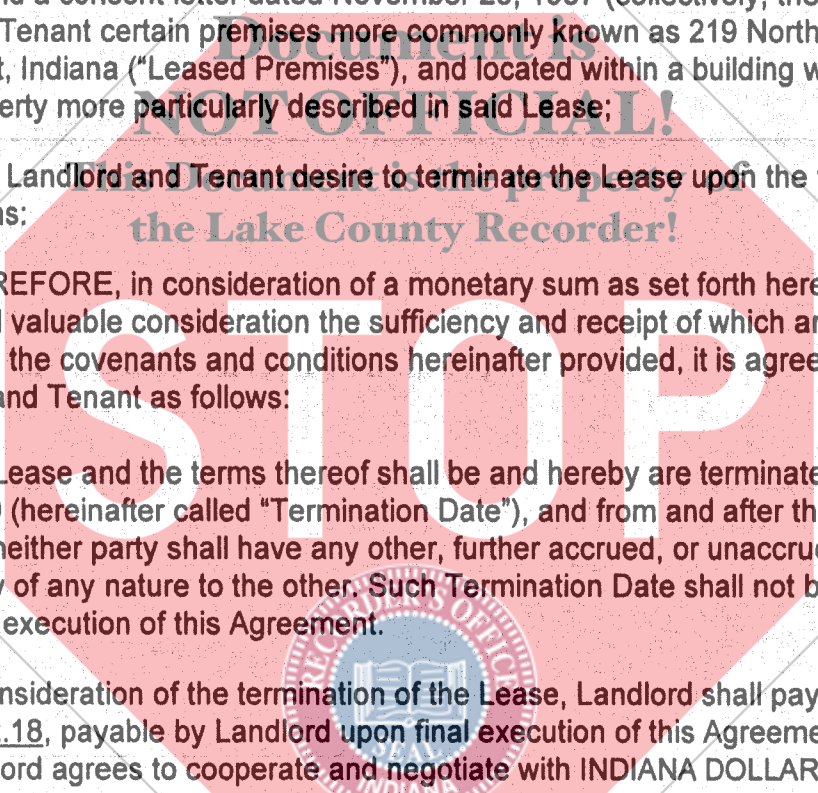
2. In consideration of the termination of the Lease, Landlord shall pay to Tenant the sum of \$78,882.18, payable by Landlord upon final execution of this Agreement. Furthermore, Landlord agrees to cooperate and negotiate with INDIANA DOLLAR GENERAL PARTNERS, a Kentucky general partnership consisting of Dade Lease Management, Inc., a Delaware corporation, and Dolgencorp, Inc., a Kentucky corporation ("Dollar General") with respect to, and to use honest, good-faith effort to endeavor to execute a new lease with Dollar General upon substantially the same terms and conditions as contained in a sublease by and between Tenant and Dollar General dated June 29, 1998, which shall terminate of even date herewith.

3. Landlord and Tenant covenant, represent and warrant to each other that no broker or finder has been engaged by either party with regards to this Agreement. Each of the parties agrees to indemnify the other against and hold it harmless from liability arising from any claim for broker commissions or fees arising as a result of their respective acts or omissions (including, without limitation, the cost of attorneys' fees in connection therewith).

4. Landlord covenants, represents and warrants that Landlord has legal title to the entire property containing the Leased Premises and has the right to make this Agreement, and that at the time of execution of this Agreement, neither the property containing the Leased Premises, nor any part thereof, is subject to any mortgage, deed of trust, assignment or other encumbrance prohibiting this Agreement.

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

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TICOR TITLE INSURANCE
Crown Point, Indiana
99205801

6. Except for any matter arising under this Agreement, each of the parties hereto does hereby release, remise and forever discharge the other, its successors and assigns, and the officers, directors or partners of the other, as the case may be, of and from any and all claims, expenses, causes of action, obligations and any liability from any cause or thing whatsoever, arising out of or in connection with the Lease, including, but not limited to, any obligation to pay a share of real estate taxes assessed on the Leased Premises and other charges which may have accrued prior to the Termination Date.

7. In all other respects, the Lease and all of the applicable terms thereof shall remain unmodified and shall continue in full force and effect up to and including the Termination Date.

8. This Agreement shall bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties. If Landlord is comprised of more than one person or entity, the obligations imposed upon Landlord under this Agreement shall be joint and several.

9. Landlord has been afforded a full and fair opportunity to seek advice from legal counsel and Landlord acknowledges that Tenant's attorney represents Tenant and not Landlord.

10. Each of the signatories to this Agreement represents and warrants that he/she has all requisite authority to sign on behalf of, and legally bind, the entity for which he/she is signing.

11. The submission of this Agreement to Landlord for examination and execution shall not bind Tenant in any manner, nor constitute an offer by Tenant, and no agreement or other obligation of Tenant shall arise until such time as this Agreement is fully executed and delivered by Landlord and Tenant.

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

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WALGREEN CO.

LAKE COUNTY TRUST COMPANY, as Trustee
under Trust #1574

By: [Signature]
Name: Alan M. Resnick
Vice President

By: SEE SIGNATURE PAGE ATTACHED
Name: _____
Title: _____

ATTEST:
By: _____
Name: _____
Title: _____

ATTEST:
By: _____
Name: _____
Title: _____

Witnesses:
[Signature]
Name: Daniel B. Berlin

Witnesses:

Name: _____

Name: _____

Name: _____



DBB
MPS

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal warranties, indemnities, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally but are made and intended for the purpose of binding only that portion of the trust property specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against LAKE COUNTY TRUST COMPANY on account of this instrument or on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Nothing contained herein shall be construed as creating an liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY personally is not a "Transferor or Transferee" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

The information contained in this instrument has been furnished the undersigned by the beneficiaries under aforesaid Trust and the statements made therein are made solely in reliance thereon and no responsibility is assumed by the undersigned, in its individual capacity for the truth or accuracy of the facts herein stated.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 30th day of April, 1999.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee
Under the provisions of a Trust Agreement dated June 2, 1974
And known as Trust No. 1574.

BY: Elaine M. Sievers
Elaine M. Sievers, Trust Officer

ATTEST:

By: Judy Griesel
Judy Griesel, Assistant Secretary