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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

Prior Deed References:

Deed Recorded on _____ **2007 099872**

As Instrument No., and Warranty

Deed Recorded on _____, 2007 as

Instrument No. _____ in the

Office of the Recorder Of Lake County, Indiana

2007 DEC 21 AM 9:51

MICHAEL A. BROWN
RECORDER

CMU20072985

RECIPROCAL EASEMENT AGREEMENT

THIS RECIPROCAL EASEMENT AGREEMENT (this "Agreement") is made as of the 14th day of December, 2007 by and between Main Crossing Development Co., Inc., an Indiana corporation ("Main Crossing") and Hook-SupeRx, L.L.C., a Delaware limited liability company ("CVS"). Main Crossing and CVS are referred to herein collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, CVS is the Owner (as hereinafter defined) of a certain tract of land consisting of approximately 2.224 +/- acres located at the northeast corner of Main Street, and Calumet Avenue in the municipality of Munster, Lake County, Indiana (the "CVS Tract") as legally described in Exhibit A attached hereto, and as shown and depicted as Lot 1" on the resubdivision plan entitled Plat of Amendment RNR #2 An Addition to The Town of Munster, Lake County, Indiana Final Plat", dated November 27, 2007, revised December 10, 2007, prepared by Torrenga Engineering, Inc. and recorded with the Lake County Recorder on December 12, 2007 as Document No. 2007-097278, in Plan Book 102, Plan 31 (the "Subdivision Plat"), incorporated herein by reference; and

WHEREAS, Main Crossing the Owner of a certain tract of land consisting of approximately 1.348 +/- acres located on Main Street, adjacent to the east of the CVS Parcel, in the municipality of Munster, Lake County, Indiana, as shown and depicted as "Lot 2" on the Subdivision Plat and legally described in Exhibit B attached hereto and incorporated by reference herein (the "Main Crossing Tract"); and

WHEREAS, CVS is planning to construct a building on the CVS tract for the operation of a retail pharmacy with drive through, and related uses, together with adjacent paved parking and driveway areas and other site improvements; and Main Crossing is planning to develop the Main Crossing Tract for retail use, including the future construction of a building and adjacent paved parking and driveway areas and other site improvements; and

WHEREAS, the Parties desire that the CVS Tract and the Main Crossing Tract (hereinafter referred to collectively as the "Development") be subject to certain easements, rights and restrictions as hereinafter set forth.

FILED

NOW, THEREFORE, for and in consideration of the premises, easements,

DEC 21 2007

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

025451

CHICAGO TITLE INSURANCE COMPANY

#56
CT
CA

restrictions and encumbrances contained herein, and Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto do hereby agree as follows:

1. **DEFINITIONS.**

A. **Owner:** "Owner" shall mean the record owner from time to time (whether one or more persons) of title to any Tract, or portion thereof, but excluding those holding security interests for the performance of an obligation. Notwithstanding the foregoing, in the event an entire Tract is ground leased for a term of at least twenty (20) years, the ground lessee shall be deemed the Owner in lieu of such record owner provided the ground lessee assumes the obligations herein in a recorded memorandum of ground lease or other instrument of record.

B. **CVS Access Easement Area:** "CVS Access Easement Area" shall mean the areas of the CVS Tract shown as "20' Egress Easement" on the Subdivision Plat, and further shown and legally described on **Exhibit C** attached hereto and incorporated by reference herein.

C. **Main Crossing Access Easement Area:** "Main Crossing Access Easement Area" shall mean the areas of the Main Crossing Tract shown as "Ingress/Egress Easement" on the Subdivision Plat, and legally described on **Exhibit D** attached hereto and incorporated by reference herein.

D. **Access Facilities:** "Access Facilities" shall mean all roadways, access drives, driveways, entrances, walkways, landscaped areas, curbing, curb cuts, lighting, markings, directional signs, pavement and any other structures or improvements used for access and located in the CVS Access Easement Area and Main Crossing Access Easement Area.

E. **Easement Areas:** "Easement Areas" shall mean all areas of the Development on, over, under and across which easement rights have been granted pursuant to this Agreement, including the CVS Access Easement Area, and the Main Crossing Access Easement Area.

F. **Laws:** "Laws" shall mean all laws, ordinances, requirements, orders, codes, directives, rules and regulations of the federal, state, county and municipal governments and of all other governmental authorities affecting the Development or the appurtenances thereto or any part thereof whether the same are in force at the recording of this Agreement or in the future passed, enacted or directed.

G. **Tract:** "Tract" shall mean any parcel of land within the Development, as well as the Northern Tracts (described below), legally existing on this date, and as created from time to time, together with the buildings and improvements located thereon, from time to time.

H. **Hazardous Material:** "Hazardous Material" or "Hazardous Materials"

shall mean any substance, material, waste, pollutant, irritant, or contaminant defined, listed, or referred to in any Environmental Law (together with any amendments thereto, regulations promulgated thereunder and all substitutions thereof) as being either hazardous or toxic, including without limitation, petroleum, petroleum byproducts or derivatives, asbestos, polychlorinated biphenyls.

I. **Environmental Law:** "Environmental Law" or "Environmental Laws" shall mean each and every applicable federal, state, regional, county or municipal statute, ordinance, rule, regulation, order, code, directive or requirement, relating to the environment or Hazardous Substances, including without limitation the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq.; the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq.; the Federal Water Pollution and Control Act, 33 U.S.C. §1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; and the Tank Laws (as defined below), now or hereafter existing, together with all successor statutes, ordinances, rules, regulations, orders, directives or requirements now or hereafter existing.

2. **GRANT OF EASEMENTS.**

A. **CVS Access Easement:** CVS, as the Owner of the CVS Tract, hereby grants to Main Crossing, as the Owner of the Main Crossing Tract, a permanent and non-exclusive right and easement (the "CVS Access Easement") for pedestrian and vehicular (both commercial and non-commercial) passage in, on, over and across the CVS Access Easement Area, for the purpose of providing egress from the Main Crossing Tract to roadways or other Access Facilities (the "North Subdivision Roadway") now or hereafter located within the "50' Ingress-Egress, Utility, & Drainage Easement" area that runs along and adjacent to the north boundary lines of both the CVS Tract and the Main Crossing Tract (the "North Subdivision Easement Area"), as shown on and established by the Subdivision Plat and further shown on that certain resubdivision plan entitled "Main Crossing, An Addition to the Town of Munster, Lake County, Indiana", prepared by Torrenga Engineering, Inc., dated December 18, 2003, recorded January 10, 2005 as Document No. 2005-001552 in Plan Book 096, Plan 63 (the "Main Crossing Plat"). The CVS Access Easement shall be transferable with the Main Crossing Tract, and neither the CVS Access Easement Area nor its points of connection with the North Subdivision Driveway and/or the Main Crossing Tract shall be relocated or modified without the prior written consent of the Owner of the Main Crossing Tract, which such consent will not be unreasonably withheld provided that the new location is at least as wide, and provides access at least as direct, convenient and visible, as the original location, and that the Owner of the CVS Tract constructs new Access Facilities in the new location that are of at least the same grade, width and quality of construction as the Access Facilities constructed in the original locations.

B. **Main Crossing Access Easement:** Main Crossing, as the Owner of the Main Crossing Tract, hereby grants to CVS, as the Owner of the CVS Tract, a permanent and non-exclusive right and easement for pedestrian and vehicular (both commercial and non-commercial) passage in, on, over and across the Main Crossing Access Easement

Area, for the purpose of providing ingress to and egress from the CVS Tract to roadways or other Access Facilities (the "East Subdivision Roadway") now or hereafter located within the "50' Ingress-Egress, Utility, & Drainage Easement" area that runs along and adjacent to the east boundary line of the Main Crossing Tract (the "East Subdivision Easement Area"), as shown on and established by the Subdivision Plat and the Main Crossing Plat (the "Main Crossing Access Easement"). The Main Crossing Access Easement shall be transferable with the CVS Tract and neither the Main Crossing Access Easement Area nor its points of connection with the East Subdivision Driveway and/or the CVS Tract shall be relocated or modified without the prior written consent of the Owner of the CVS Tract, which such consent will not be unreasonably withheld provided that the new location is at least as wide, and provides access at least as direct, convenient and visible, as the original location, and that the Owner of the Main Crossing Tract constructs new Access Facilities in the new location that are of at least the same grade, width and quality of construction as the Access Facilities constructed in the original locations.

C. **Confirmation of Subdivision Easements.** Main Crossing, as the Owner of the Main Crossing Tract, as well as Lot 2 and Lot 5 shown on the Main Crossing Plat (the "Northern Tracts") which are adjacent to the north of the CVS Tract and the Main Crossing Tract, hereby further confirms that, by virtue of the Subdivision Plat and the Main Crossing Plat, the CVS Tract has the benefit of permanent, non-exclusive easements over the North Subdivision Driveway and East Subdivision Driveway, and any other Access Facilities now or hereafter located within the North Subdivision Easement Area and East Subdivision Easement Area (collectively, the "Subdivision Driveways") for all purposes for which streets and ways are used in the Town of Munster, Indiana, including, without limitation, for pedestrian and vehicular (both commercial and non-commercial) passage in, on, over and across the Subdivision Driveways for purposes of providing ingress and egress from the CVS Tract to Main Street and to Calumet Avenue (the "Subdivision Roadway Easement"), and further confirms that, by virtue of the Subdivision Plat and Main Crossing Plat (and any other prior plans to the extent still in force and applicable) the CVS Tract has the benefit of all other easements shown on the Subdivision Plat and Main Crossing Plat, including, without limitation, easements for drainage and utilities (for such uses as drainage and utility easements are customarily used in the Town of Munster) over, across, through and under the North Subdivision Easement Area and East Subdivision Easement Area, and all other similar drainage, utility and other easement areas shown on the Subdivision Plat and Main Crossing Plat. To the extent not otherwise created for the benefit of the CVS Tract by virtue of the Subdivision Plat and/or Main Crossing Plat, Main Crossing hereby grants and conveys all such easements, as shown and located on the Subdivision Plat and Main Crossing Plat, to CVS as the Owner, and for the benefit of, the CVS Tract.

D. **Temporary License for Construction of Easement Areas and Easement Facilities:** The initial construction of the Access Facilities within the CVS Access Easement Area and the Main Crossing Easement Area shall be performed by the Owner of the CVS Tract at such Owner's sole cost and expense. In connection with any work to be performed in the construction of the Access Facilities, Main Crossing hereby grants to CVS (and its contractors, agents, employees, materialmen and laborers) a temporary non-

exclusive license over the Mai Crossing Tract as may be necessary to construct the Access Facilities, and the right to remove and demolish any buildings, structures, improvements, trees, plantings, vegetation, or other objects located within the Main Crossing Easement Area (and/or beyond such Main Crossing Easement Area to the extent reasonably required to construct the Access Facilities); provided that such construction work be expeditiously pursued and conducted in a good and workmanlike manner and in accordance with Laws; provided further that, in addition to insurance required to be carried by other provisions of this Agreement, customary insurance is maintained protecting the Owner of the Main Crossing Tract from the risks involved; and provided further that the use of such temporary license shall not unreasonably interfere with the use, operation and enjoyment of the Main Crossing Tract.

E. **Easement For Maintenance of Easement Areas:** The Owners of the Tracts hereby grant to the Owners of all other Tracts in the Development, a permanent and non-exclusive right and easement to allow for performance of the Maintenance (as defined in Section 6(A)(2) below) of the Easement Areas as may be provided in this Agreement, and to the extent authorized under Section 10(b) below.

F. **Permitted Users.** An Owner may grant the benefit of the easement(s) described in this Agreement to its tenants hereafter occupying any building or any portion thereof on its Tract, for the duration of such tenancy and to the agents, vendors, licensees, customers, employees and invitees of such Owner or tenant (collectively, the "Permitted Users"). Notwithstanding the foregoing, nothing in this Section 2(F) shall release an Owner from its obligations and responsibilities contained herein.

G. **Damage or Destruction by Owner.** Any Owner (or such owner's Permitted Users) who disturbs or damages another Owner's Tract, or any portion thereof, in the exercise of any rights or obligations hereunder, shall, in a prompt and workmanlike manner, repair and restore such damage or disturbance as nearly as practicable to the condition that existed prior to such damage or disturbance. Any grading which materially alters the flow of surface water to, or materially alters the drainage of, another Owner's Tract or the Access Easement Area shall likewise be repaired and restored as nearly as practicable to the condition that existed prior to such grading.

3. **PARKING AREAS.**

Nothing in this Agreement shall be construed or deemed to convey any rights to an Owner that would permit parking on another Owner's Tract. All future development of any other Tract, or any portion thereof, shall include the on-site construction of parking sufficient to satisfy the demands of its intended use as well as Laws pertaining to parking areas and parking requirements. No easements or agreements related to parking areas shall be granted or entered into by the Owners to third parties, which may invoke the application of Laws requiring cross parking within the Development.

4. **USE RESTRICTION.**

No part of the Development or the Northern Tracts, other than the CVS Tract

shall be used for, or in connection with: a drug store, a retail pharmacy, or a pharmacy prescription department; the sale of items requiring dispensing by or through a registered or licensed pharmacist (including where such dispensing is in connection with the operation of a mail order facility); providing or selling photo processing or developing services; the sale of health and beauty aids; the sale of over-the-counter drugs; and/or a discount, 99 cents store or "dollar" store which sells general merchandise (a "Dollar Store"). Examples of a Dollar Store (without limiting such Dollar Stores only to those listed) are stores such as Fred's, Dollar Store, Dollar General, or Family Dollar. "Pharmacy prescription department" shall include the dispensing of prescription drugs by physicians, dentists or other health care practitioners or entities such as health maintenance organizations, where such dispensing is for profit, but not where such dispensing is incidental to the operation of the business operating in the Development or the Northern Tracts; and a "health and beauty aids store" shall mean a store which devotes more than ten percent (10%) of its retail selling space to the display and sale of health and beauty aids. The phrase "used for" appearing in the first sentence of this Section 4 shall include the support or benefit by means of parking, utility facilities or other similar operational support services or facilities for a use prohibited pursuant to the terms of this Section 4.

Notwithstanding anything to the contrary contained herein, unless due to fire, casualty or Force Majeure Event resulting in the cessation of business operations (and providing that the Owner or Permitted User of the CVS Tract thereafter diligently pursues such repair or other action as is necessary to commence business operations again), if the occupant of the CVS Tract ceases to sell any of the products in this Section 4 for a period of at least 180 consecutive days, then the restricted sale of such product pursuant to this Section 4 shall be of no further force and effect; provided, however, the prohibition against a Dollar Store shall remain in place so long as CVS or any affiliate of CVS Caremark Corporation, or either of their successors or assigns occupies or operates on the CVS Tract.

Notwithstanding anything to the contrary contained herein, the following shall be permitted to operate within the Development and the Northern Tracts: (u) a beauty salon which sells health and beauty aids only as an incidental part of its operations; (v) a store which devotes less than 10% of its retail selling space in the aggregate to the display and sale of health and beauty aids; (w) a retail establishment having as its primary use the sale of cameras and related equipment, which establishment provides photo processing and film developing services only as a complimentary part of its business; (x) a retail establishment that, as an ancillary part of its operations, offers the reprinting of photographs, but not the expedited processing or developing of film; and (y) a photography studio.

5. PROHIBITED USES.

Except as otherwise set forth herein, a Tract shall be used for those uses permitted under the Laws provided, however, that no part of the Development shall be used or occupied for the operation of any of the following: a pinball, video game, or any form of entertainment arcade; a gambling or betting office, other than for the sale of lottery

tickets; a massage parlor; a cinema, video store or bookstore selling, renting, or exhibiting primarily material of a pornographic or adult nature; an adult entertainment bar or club; a bowling alley; a roller skating or ice skating rink; a billiards parlor or pool hall; a firearms shooting range or any other use which creates or causes excessive noise; a theater; a health club or exercise salon; any type of educational or vocational institution; a flea market; a warehouse; a facility which performs on-site dry cleaning; a gas station; a facility which performs on-site auto repair.

6. MAINTENANCE.

A. Maintenance

(1) General Standards. Each Owner shall be responsible for Maintenance, at its own cost, of its respective Tract in accordance with Laws and otherwise in a good, clean and sanitary order, free from infestation from insects, rodents, vermin and other pests and otherwise in a condition comparable to other "first-class" commercial/retail properties located in Munster, Indiana. For purposes of this Section 6(A)(i), "Maintenance" includes (but is not limited to) sweeping, washing and removal of trash, litter and refuse, removal of snow and ice from pavement, parking areas and walkways, painting and striping of parking areas, repair and replacement of paving as necessary, repair and replacement of utilities and drainage exclusively serving such Tract, maintenance of landscaped areas (including replacement and replanting), and maintenance and repair of lighting, fixtures, signage, directional signs, lines and markers. Paved areas shall be maintained in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall be comparable in quality, use, and durability. Garbage, trash, rubbish and other refuse, will be stored in covered containers or compactors and removed at regular intervals, not less than weekly, at such Owner's expense.

(2) Easement Maintenance. Notwithstanding anything to the contrary herein, the Owner of the CVS Tract shall be responsible, at its sole cost and expense, for the operation, Maintenance and repair of those Easement Areas and Access Facilities located on the CVS Tract in the condition described in subparagraph 6(A)(1) above, and the Owner of the Main Crossing Tract shall be responsible, at its sole cost and expense, for the operation, Maintenance and repair of those Easement Areas and Access Facilities located on the Main Crossing Tract in the condition described in subparagraph 6(A)(1) above. For purposes of this section 6(A)(2), "Maintenance" shall mean, without limitation, the maintenance of the applicable Easement Areas in a fully operational condition and in a condition comparable with other first class commercial/retail properties in the Munster, Indiana area. With respect to maintenance of Access Facilities, the term "Maintenance" shall include, without limitation, sweeping, washing and removal of trash, litter and refuse, removal of snow and ice from pavement, painting and striping of any applicable areas, repair and replacement of paving and concrete curbs as necessary, maintenance of any landscaped areas, and maintenance and repair of any lighting, fixtures, signage, directional signs, lines and markers, with

paving being maintained in a level, smooth and evenly-covered condition with the type of surfacing material originally installed or such substitute as shall be comparable in quality, use, and durability.

7. **CONSTRUCTION ACTIVITIES.**

A. **General Construction Controls.**

Any construction activities performed from time to time on the Development, or any portions thereof:

(1) shall be performed in a good and workmanlike manner so as not to unreasonably disturb the operation of any business conducted upon any Tract, or interfere with the Owner or Permitted Users of any Owner, and once commenced, such work will be diligently pursued to completion; and

(2) any grading which materially alters the flow of surface water or materially modifies the grading or drainage of any of the Easement Areas or an adjoining Tract (as then constructed) shall be repaired and restored as nearly as practicable to its prior existing condition in a prompt and workmanlike manner; and

(3) once constructed, the Easement Areas and any portion(s) thereof shall not be materially obstructed during the normal business hours of any Owner except as may be reasonably necessary to perform maintenance, repair and replacement or as may be reasonably necessary to prevent the dedication of the Easement Areas to public use; and

6. **INDEMNIFICATION/INSURANCE.**

A. **Indemnification.** Each Owner (the "Indemnifying Owner") shall indemnify and save harmless the other Owner(s) (the "Indemnified Owner") from and against any and all liabilities, damages, penalties or judgments, any and all actions, suits, proceedings, claims, demands, assessments, costs and expenses, including, without limitation, reasonable legal fees and expenses, incurred in enforcing this indemnity, arising from injury to person or property sustained by anyone in and about the Indemnified Owner's Tract resulting from any act or omission of the Indemnifying Owner or its Permitted Users. The Indemnifying Owner shall, at its own cost and expense, defend any and all suits or actions, just or unjust, which may be brought against the Indemnified Owner or in which the Indemnified Owner may be impleaded with others upon any such above-mentioned matter, claim or claims, except for those arising from the affirmative acts, omissions, bad faith or negligence of the Indemnified Owner or the affirmative acts, omissions, bad faith or negligence of the Indemnified Owner's Permitted Users.

B. **Insurance.**

(1) Each Owner at its own expense shall be required to procure and maintain in full force and effect a policy or policies of commercial general liability insurance, against any liability or claim for personal liability, wrongful death, property damage or liability for which such party is responsible under this Agreement or under the Laws, with an insurance company with an A.M. Best Company ("Best's") rating of at least A- and a Best's financial performance rating of at least VII and authorized to transact business in the State of Indiana with a commercially reasonable combined single limit of not less than \$2,000,000.00 per occurrence.

(2) Policies of insurance required under this paragraph shall name the other Owner(s) (and their mortgagees and/or lessors, if required) as additional named insureds. Each Owner shall provide the other Owner(s) with certificates of such insurance from time to time upon written request to evidence that such insurance is in force. Such insurance policies shall provide an obligation requiring the insurer to provide not less than thirty (30) days written notice to the other Owner(s) and additional named insureds prior to cancellation or non-renewal of the policy.

(3) An Owner or its parent or affiliated entity having a net worth of One Hundred Million Dollars (\$100,000,000) or more, or a market capitalization of One Billion Dollars (\$1,000,000,000) or more, may self-insure the obligations under this Section 6. Such Owner's failure to provide proof of insurance required herein in the time and manner required shall be deemed such Owner's election to self-insure.

7. **EMINENT DOMAIN.**

A. **Owner's Right to Award.** In the event of the exercise of eminent domain or transfer in lieu thereof of a Tract or any portion thereof (whether or not such taking includes any Easement Areas, or any portion(s) thereof)(the "**Condemned Tract**"), the award attributable to the Condemned Tract shall be payable only to the Owner thereof. No other Owner shall have an interest in any award or payment made in connection with the exercise of eminent domain or transfer in lieu thereof of the Condemned Tract, provided, however, that the other Owner(s) to the extent not in diminution of any award available to Owner of the Condemned Tract for the loss of the Condemned Tract, may file collateral claims with the condemning authority for their losses and may receive payment if awarded separately and apart from the award made to the Owner of the Condemned Tract, including any separate award for substantial impairment to the benefits hereunder such as parking, signage, or access.

B. **Restoration of Easement Areas and Facilities.** If any Easement Areas, or any portions thereof, are so condemned or transferred, the Owner of the affected Tract shall promptly repair and restore the remaining portion of the affected Easement Areas as nearly as practicable to the condition which existed immediately prior to such condemnation or transfer to the extent that the entire proceeds of such award are

sufficient to pay the cost of such restoration and repair and without contribution from the Owners of the other Tracts. Notwithstanding the foregoing, in the event that the proceeds of such an award are insufficient to pay the cost of the restoration and repair of the affected Easement Areas, any Owner of any other Tract may, at such Owner's sole and absolute discretion, contribute any additional amounts necessary to restore and repair the Easement Areas, as contemplated herein.

8. RIGHTS OF MORTGAGEES.

No provision of this Agreement shall in any way defeat or render invalid the lien of any mortgage or other security instrument entered into in good faith and for valuable consideration, whether presently in existence or hereafter recorded against any part of the Development, but any such lien shall be subordinate and subject to the provisions of this Agreement but not to any liens created by this Agreement; provided, however, that if any portion of the Development is purchased in connection with a foreclosure of such mortgage or security instrument or is conveyed to the party so secured in lieu of foreclosure, any person so acquiring or purchasing and his successors and assigns shall hold any and all real property so purchased or acquired subject to the provisions of this Agreement. The Parties shall, upon written request, undertake commercially reasonable efforts to obtain, within thirty (30) days of request from any other Party, an agreement from the existing holders of such mortgage or other security instrument on their respective Tracts subordinating the terms thereof to the terms of this Agreement.

9. BINDING EFFECT.

A. Covenants Run With Land. This Agreement shall be perpetual in nature, shall run with the land and shall benefit and be binding upon the Owners, their heirs, administrators, representatives, successors and assigns. This Agreement shall be recorded with the Lake County Recorder's Office. Any transferee of any Tract, or any part thereof, shall automatically be deemed, by acceptance of a deed, a leasehold interest satisfying the conditions set forth in Section 1(A) above, or any ownership interest in and to a Tract, or portion thereof, to have assumed all obligations set forth herein, and to have agreed to comply with the provisions hereof. The transferor of any such Tract shall, upon the completion of the transfer, be relieved of all liability hereunder except that which arose during the transferor's period of ownership and which remains unsatisfied on the date transfer.

B. No Dedication To Public; No Implied Easements. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of any Tract to the general public or for any public use or purpose whatsoever, it being the intention of the parties hereto that this Agreement be for the exclusive benefit of the Owners and the Permitted Users and that nothing herein, express or implied, shall confer upon any person, other than the Owners and their heirs, administrators, legal representatives, successors and assigns, any rights or remedies under or by reason of this Agreement. No easements, except those expressly set forth herein shall be implied by this Agreement.

C. No Waiver. No delay or omission of an Owner in the exercise of any right

accruing upon default by another Owner shall impair any such right or be construed to be a waiver thereof. A waiver on one occasion by an Owner of a breach or a default of any of the terms and conditions of this Agreement by another Owner shall not be construed to be a waiver of subsequent breaches or defaults or of any other provisions hereof.

10. REMEDIES AND ENFORCEMENT.

(a) All Legal and Equitable Remedies Available. In the event of a breach or threatened breach by an Owner of a Tract and/or its Permitted Users (collectively, jointly and severally, the "Defaulting Owner") of any of the terms, covenants, restrictions or conditions hereof, the other Owner(s) shall be entitled forthwith to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such breach from the Defaulting Owner.

(b) Self-Help. In addition to all other remedies available at law or in equity, upon the failure of a Defaulting Owner to cure a breach of this Agreement within thirty (30) days following written notice thereof by an Owner or its tenants (unless, with respect to any such breach the nature of which cannot reasonably be cured within such 30-day period, the Defaulting Owner commences such cure within such 30-day period and thereafter diligently pursues such cure to completion), any Owner or its tenants shall have the right to perform such obligations contained in this Agreement on behalf of such Defaulting Owner and be reimbursed by such Defaulting Owner upon demand for the reasonable costs thereof together with interest at the Prime Rate charged from time to time by Bank of America (its successors or assigns) as published in the Wall Street Journal plus three percent (3%) per annum (not to exceed the maximum rate of interest allowed by law). Notwithstanding the foregoing, in the event of (i) an emergency (e.g. obstruction of access to any Tract); or (ii) material impairment of the easement rights granted hereunder, an Owner or its tenants may immediately cure the same, without notice, and be reimbursed by the Defaulting Owner upon demand for the reasonable cost thereof together with interest at the Prime Rate, plus three percent (3%), as above described. In the event the Defaulting Owner fails to pay or reimburse another Owner for any sums due and owing under this Section 10 within thirty (30) days of demand from such Owner (the "Delinquent Payment"), the amount of such Delinquent Payment shall automatically become a lien upon the Delinquent Owner's Tract, which such lien shall be enforced (with interest at the rate set forth herein) in the same manner as a mortgage. Such lien shall automatically attach and take effect upon the recording of a claim of lien in the appropriate recording office in Lake County, Indiana setting forth the name of the Defaulting Owner, the amount of the Delinquent Payment, the date of the non-payment, a description of the tract or portion thereof to which the lien shall attach, and a statement that the lien is claimed pursuant to the provisions of this Agreement.

(c) Attorneys' Fees. In any legal or equitable proceeding to determine the rights of the Owners to enforce or restrain the breach of this Agreement, the losing party or parties, as determined by the court, hearing officer, other tribunal, or arbiter utilized for this purpose, shall pay the reasonable attorneys' fees, legal costs and expenses of the prevailing party or parties.

(d) Remedies Cumulative. The remedies specified herein shall be cumulative and in addition to all other remedies permitted at law or in equity.

(e) No Termination for Breach. Notwithstanding the foregoing to the contrary, no breach hereunder shall entitle any Owner to cancel, rescind, or otherwise terminate this Agreement.

11. ESTOPPEL CERTIFICATE.

Each Owner, within thirty (30) days of written request from another Owner, shall execute, acknowledge and deliver an estoppel certificate, in a mutually acceptable form, certifying to such requesting Owner or any prospective purchaser, assignee, lessee or mortgagee designated by such requesting Owner, without charge, that: (a) this Agreement is in full force and effect, without modification (or if there have been modifications, identifying the modifications); (b) there are no existing defaults nor does any set of facts exist which with the passage of time or the giving of notice or both would constitute a default (or if so, specifying the nature and extent thereof); (c) there exist no disputes relative to amounts payable by or to such Owner or any unpaid expenses (or if so, setting forth the nature and amount of the dispute); and (d) such other information concerning the status of this Agreement or the performance of the Owners of their respective obligations hereunder as may be reasonably requested.

12. DURATION.

Unless otherwise canceled or terminated pursuant to the terms hereof or by mutual agreement of the Parties, all of the easements and rights granted in this Agreement, and the obligations herein (except as otherwise provided herein), shall continue in perpetuity; provided, however, that if any term or provision hereof would otherwise be unlawful and void or voidable for violation of the rule against perpetuities or any other common law or statutory rule pertaining to the duration of such easements and rights, then such term or provision shall be effective only until the date which is twenty-one (21) years after the death of the last surviving descendant, currently living, of the former Presidents of the United States alive on the date of this Agreement.

13. DOCUMENT MODIFICATION AND CANCELLATION.

This Agreement (including exhibits) may be modified or canceled only by mutual agreement of all of the Owners as set forth in a written document and which shall be effective upon recording with the appropriate recording office.

14. FORCE MAJEURE.

Any Owner shall be excused from performing any obligation or undertaking provided in this Agreement, except any obligation to pay any sums of money under the applicable provisions hereof, in the event that, and only for as long as, the performance of any such obligation is prevented, delayed, retarded or hindered by Act of God, fire, earthquake, flood, explosion, extraordinary action of the elements, war, invasion,

insurrection, terrorism, riot, mob violence, sabotage, inability to procure or general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strike, lockout, action of labor unions, condemnation, requisition, Laws, order of government or civil, military or naval authorities, or any other cause, whether similar or dissimilar to the foregoing, not within the reasonable control of such Owner, (the "Force Majeure Event"). Such Owner shall provide notice to the other Owner(s) within five (5) business days following the onset of the Force Majeure Event, specifying the cause which prevents such Owner's performance and estimating the period of expected delay.

15. MISCELLANEOUS.

A. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision, to any other person or circumstance shall not be affected thereby; the remainder of this Agreement shall be given effect as if such invalid or inoperative portion had not been included.

B. Applicable Law. This Agreement shall be construed in accordance with the laws of the State of Indiana.

C. No Partnership or Joint Venture. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render any of said Parties liable for the debts or obligations of the others.

D. Notices. All notices, approvals, consents or requests given or made pursuant to this Agreement shall be made in writing and shall be deemed given upon receipt by personal delivery; or United States certified mail, return receipt requested, with postage prepaid; or one (1) day after deposit with a recognized overnight carrier, charges prepaid. Notices shall be addressed as follows until a new address for notices shall be designated by notice in the manner provided in this paragraph to all other Owners:

If to Main Crossing: Main Crossing Development Co., Inc.
801 MacArthur Boulevard
Suite 302
Munster, Indiana 46321

If to CVS: Hook-SupeRx, L.L.C.
c/o CVS Corporation
One CVS Drive
Woonsocket, RI 02895
Attn: Property Administration, Store No. 4368

with a copy to:
Hinckley, Allen & Snyder LLP
28 State Street

Boston, MA 02109
Attn: Thomas Bhisitkul, Esq.

E. Interpretation. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This Agreement may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument.

F. Entire Agreement. This Agreement and the Exhibits attached hereto set forth the entire agreement between the Parties governing the Development. There are no statements, promises, representations or understandings, oral or written, not herein expressed.

G. Execution. This Agreement may be executed in any number of counterparts, each of which shall be an original, and such counterparts together shall constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY BLANK]



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

MAIN CROSSING: **MAIN CROSSING DEVELOPMENT CO., INC.**
An Indiana corporation

By: Richard J. Pellar
Name: Richard Pellar
Title: President

CVS: **HOOK-SUPERX, L.L.C.**
a Delaware limited liability company

By: _____
Name: _____
Title: _____

CVS Legal Approval
Thomas Bhisitkul, Esq.
Hinckley, Allen & Snyder LLP

**Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder!**

**THIS INSTRUMENT PREPARED BY AND AFTER
RECORDING RETURN TO:**

**Thomas Bhisitkul, Esq., Hinckley, Allen & Snyder LLP, 28 State Street, Boston,
MA 02109**

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Thomas Bhisitkul

Property Address: Northwest corner of Main Street and Calumet Avenue, in Munster,
Indiana

PIN: 18-28-0662-003 and 18-28-0662-004

NOTARY ACKNOWLEDGMENTS ON FOLLOWING PAGES

STATE OF INDIANA)

COUNTY OF LAKE)

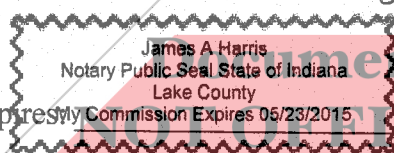
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that Richard Pellar, whose name is signed to the foregoing instrument as President of **Main Crossing Development Co., Inc.** and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on behalf of said entity on the day the same bears date.

Given under my hand and official seal this the 13th day of DECEMBER, 2007.

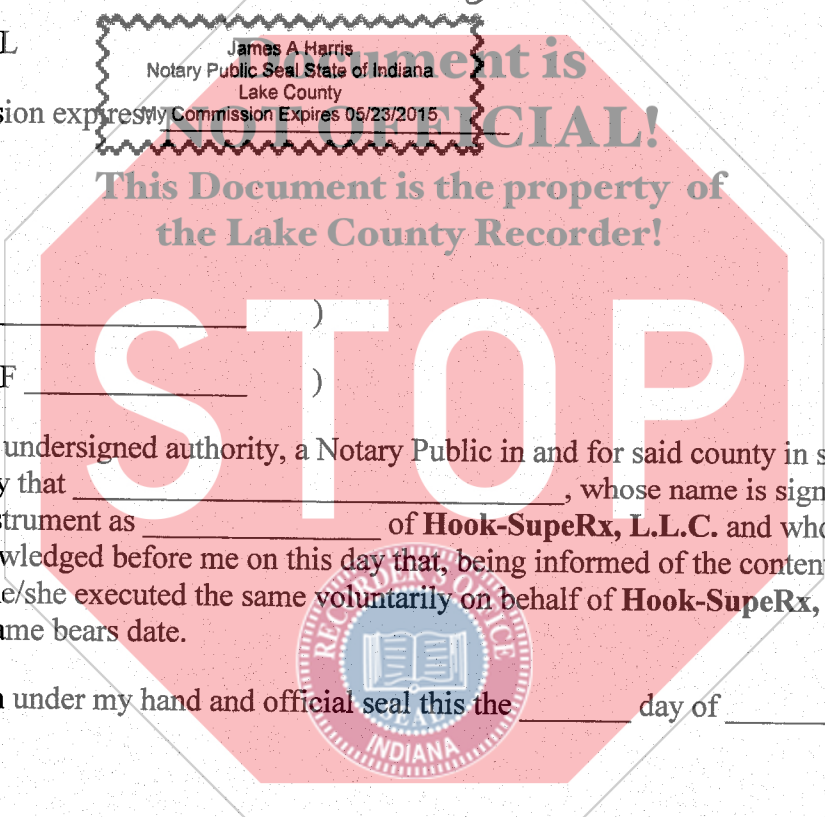
James A. Harris
Notary Public

AFFIX SEAL

My commission expires



This Document is the property of the Lake County Recorder!



STATE OF _____)

COUNTY OF _____)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____, whose name is signed to the foregoing instrument as _____ of **Hook-SupeRx, L.L.C.** and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on behalf of **Hook-SupeRx, L.L.C.** on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 2007.

Notary Public

AFFIX SEAL

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

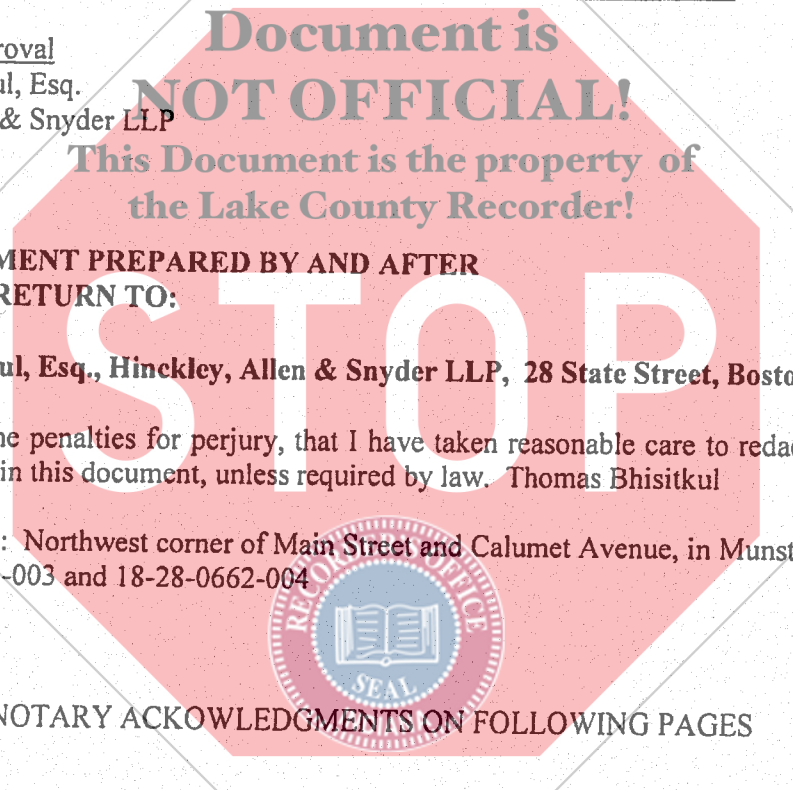
MAIN CROSSING: **MAIN CROSSING DEVELOPMENT CO., INC.**
An Indiana corporation

By: _____
Name: _____
Title: _____

CVS: **HOOK-SUPERX, L.L.C.**
a Delaware limited liability company

By: Timothy E. Kramer
Name: TIMOTHY E. KRAMER
Title: ASST. SECY./SENIOR LEGAL COUNSEL

CVS Legal Approval
Thomas Bhisitkul, Esq.
Hinckley, Allen & Snyder LLP



THIS INSTRUMENT PREPARED BY AND AFTER RECORDING RETURN TO:

Thomas Bhisitkul, Esq., Hinckley, Allen & Snyder LLP, 28 State Street, Boston, MA 02109

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Thomas Bhisitkul

Property Address: Northwest corner of Main Street and Calumet Avenue, in Munster, Indiana
PIN: 18-28-0662-003 and 18-28-0662-004

NOTARY ACKNOWLEDGMENTS ON FOLLOWING PAGES

STATE OF INDIANA)

COUNTY OF _____)

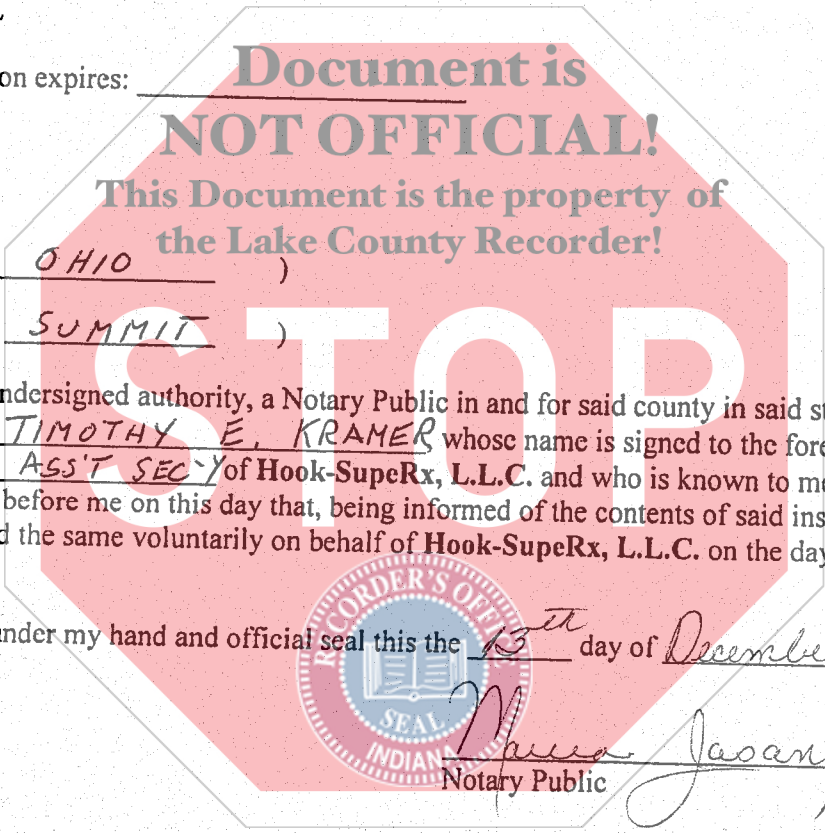
I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that _____, whose name is signed to the foregoing instrument as _____ of **Main Crossing Development Co., Inc.** and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on behalf of said entity on the day the same bears date.

Given under my hand and official seal this the _____ day of _____, 2007.

Notary Public

AFFIX SEAL

My commission expires: _____



STATE OF OHIO)

COUNTY OF SUMMIT)

I, the undersigned authority, a Notary Public in and for said county in said state, hereby certify that TIMOTHY E. KRAMER whose name is signed to the foregoing instrument as ASS'T SEC'Y of **Hook-SupeRx, L.L.C.** and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he/she executed the same voluntarily on behalf of **Hook-SupeRx, L.L.C.** on the day the same bears date.

Given under my hand and official seal this the 13th day of December, 2007.

Marcia Jasany
Notary Public

AFFIX SEAL

My commission expires: _____

MARCIA JASANY
Notary Public
State of Ohio

My Commission Expires 3/1/2009
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EXHIBIT "A" TO EASEMENT AGREEMENT

Legal Description of CVS Tract

Lot 1 shown on RNR #2, an Addition to the Town of Munster, being a Resubdivision of Lot 3 and Lot 4, Main Crossing, as per plat thereof recorded in Plat Book 102, page 25 in the Office of the Recorder of Lake County, Indiana, and as amended by Plat of Amendment RNR #2, an Addition to the Town of Munster, being a Resubdivision of Lot 3 and Lot 4, Main Crossing as per plat thereof recorded in Plat Book 102, page 31 in the Office of the Recorder of Lake County, Indiana.



EXHIBIT "B" TO EASEMENT AGREEMENT

Legal Description of Main Crossing Tract

Lot 2 shown on RNR #2, an Addition to the Town of Munster, being a Resubdivision of Lot 3 and Lot 4, Main Crossing, as per plat thereof recorded in Plat Book 102, page 25 in the Office of the Recorder of Lake County, Indiana, and as amended by Plat of Amendment RNR #2, an Addition to the Town of Munster, being a Resubdivision of Lot 3 and Lot 4, Main Crossing as per plat thereof recorded in Plat Book 102, page 31 in the Office of the Recorder of Lake County, Indiana.



EXHIBIT "C" TO EASEMENT AGREEMENT

Legal Description of CVS Access Easement Area

A part of Lot 1 shown on RNR #2, an Addition to the Town of Munster, being a Resubdivision of Lot 3 and Lot 4, Main Crossing, as per plat thereof recorded in Plat Book 102, page 25 in the Office of the Recorder of Lake County, Indiana, and as amended by Plat of Amendment RNR #2, an Addition to the Town of Munster, being a Resubdivision of Lot 3 and Lot 4, Main Crossing as per plat thereof recorded in Plat Book 102, page 31 in the Office of the Recorder of Lake County, Indiana, more particularly described as follows:

Commencing at the Northeast corner of said Lot 1; thence South 00 degrees 59 minutes 03 seconds West (basis of bearings per said Amended Plat) along the East line of said Lot 1, a distance of 25.00 feet to a point on the South line of a 50-foot Ingress/Egress, Utility and Drainage Easement ("Easement 1") as shown on said Amended Plat, said point being the Point of Beginning; thence continuing South 00 degrees 59 minutes 03 seconds West along said East line, a distance of 196.67 feet to the North line of the 40-foot Green Belt, Utility & Drainage Easement ("Easement 2") as shown on said Amended Plat; thence South 88 degrees 38 minutes 38 seconds West along the North line of said Easement 2, a distance of 20.02 feet to a point on a line that is 20.00 feet West of and parallel with the East line of said Lot 1; thence North 00 degrees 59 minutes 03 seconds East along said parallel line, a distance of 197.44 feet to the South line of said Easement 1; thence South 89 degrees 09 minutes 28 seconds East along the South line of said Easement 1, a distance of 20.00 feet to the Point of Beginning.

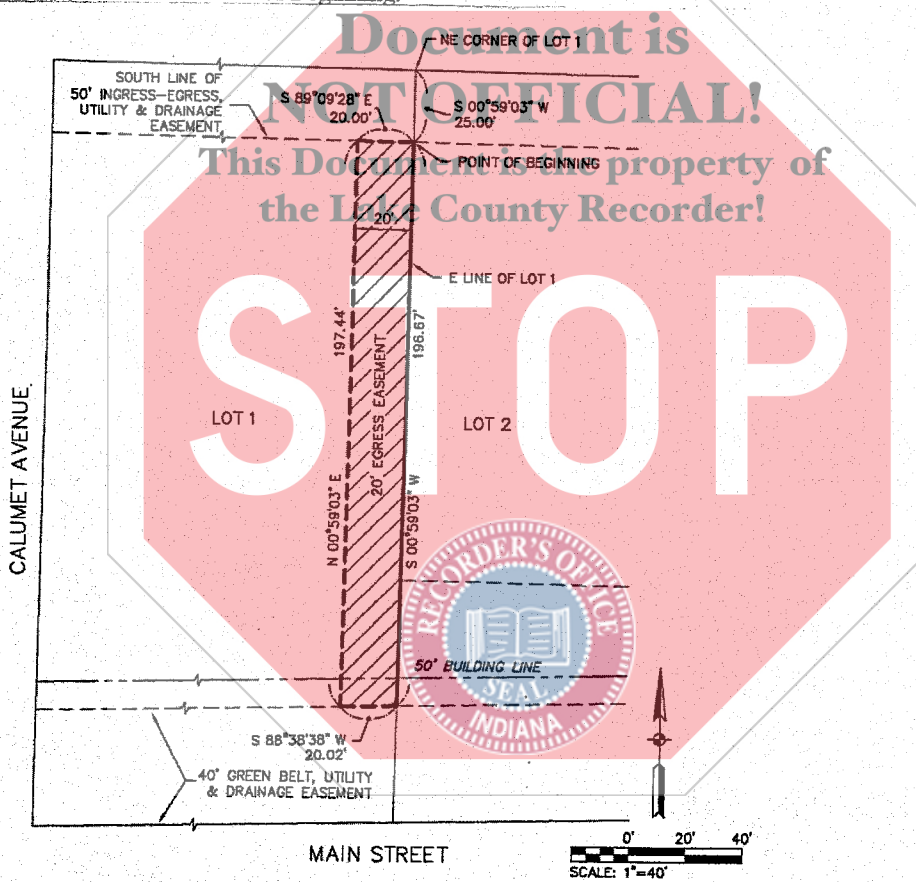


EXHIBIT "D" TO EASEMENT AGREEMENT

Legal Description of Main Crossing Access Easement Area

A part of Lot 2 shown on RNR #2, an Addition to the Town of Munster, being a Resubdivision of Lot 3 and Lot 4, Main Crossing, as per plat thereof recorded in Plat Book 102, page 25 in the Office of the Recorder of Lake County, Indiana, and as amended by Plat of Amendment RNR #2, an Addition to the Town of Munster, being a Resubdivision of Lot 3 and Lot 4, Main Crossing as per plat thereof recorded in Plat Book 102, page 31 in the Office of the Recorder of Lake County, Indiana, more particularly described as follows:

Commencing at the Southeast corner of said Lot 2; thence South 88 degrees 38 minutes 38 seconds West (basis of bearings per said Amended Plat) along the South line of said Lot 2, a distance of 50.04 feet to the West line of a 50 foot Ingress/Egress, Utility and Drainage Easement ("Easement 1") as shown on said Amended Plat; thence North 00 degrees 50 minutes 32 seconds East along the West line of said Easement 1, a distance of 40.03 feet to the North line of a 40 foot Greenbelt, Utility and Drainage Easement ("Easement 2") as shown on said Amended Plat, said point being the Point of Beginning; thence South 88 degrees 38 minutes 38 seconds West along the North line of said Easement 2, a distance of 178.61 feet to the West line of said Lot 2; thence North 00 degrees 59 minutes 03 seconds East along the West line of said Lot 2, a distance of 44.61 feet; thence South 89 degrees 09 minutes 28 seconds East, a distance of 178.37 feet to the West line of said Easement 1; thence South 00 degrees 50 minutes 32 seconds West along the West line of said Easement 1, a distance of 37.75 feet to the Point of Beginning.

