

TERMINATION AND SURRENDER OF STORE LEASE AND SUBLEASE

THIS TERMINATION AND SURRENDER OF STORE LEASE AND SUBLEASE (the "Termination"), is made and entered into as of the 2nd day of May, 1990 by and between JEWEL COMPANIES, INC., a New York corporation, having an address at 8725 W. Higgins Road, Chicago, Illinois 60631 ("Jewel"), VENTURE STORES, INC., a Delaware corporation, having an address at 2001 E. Terra Lane, O'Fallon, Missouri 63366 ("Venture") and LASALLE NATIONAL BANK, not personally but solely as Trustee under Trust Agreement and known as Trust No. 28684, having an address c/o Joseph J. Freed and Associates, Inc., 1000 Capitol Drive, Wheeling, Illinois 60090 ("Freed").

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RECITALS:

A. Freed and Jewel are parties to a certain lease dated May 15, 1967, amended by (i) Rider to Lease dated February 21, 1968, (ii) First Amendment to Lease dated September 2, 1970, (iii) Second Amendment to Lease dated February 11, 1972 and (iv) Third Amendment to Lease dated April 16, 1973 (the lease as amended hereinafter the "Prime Lease") demising land and a building thereon (the "Premises") in the shopping center known as Northpoint Shopping Center located at the intersection of Rund Road and Palatine Road in Arlington Heights, Illinois (the "Shopping Center"); and

B. Jewel and Venture (as successor-in-interest to The May Department Stores Company) are parties to a certain sublease dated June 1, 1978, together with all amendments, supplements and modifications thereto and assignments thereof, if any (collectively, the "Sublease"), pursuant to which Jewel subleased to Venture the Premises.

C. The initial term of the Sublease commenced on June 1, 1978 and expired on November 4, 1988, with Venture having the option of two (2) successive extensions of the initial term for five (5) full lease years with respect to each such option. Venture duly exercised the first option to extend the term described in Section 2.1 of the Sublease.

D. The Shopping Center, of which the Premises are a part, is legally described in Exhibit A attached hereto and made a part hereof.

E. Jewel, Venture and Freed mutually desire to terminate and surrender all of their respective obligations under the Prime Lease and Sublease, and to settle their rights and duties with respect to the Prime Lease and Sublease, commencing on the date hereof, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

I. Termination of Prime Lease and Sublease. Jewel, Venture and Freed hereby terminate and surrender, effective as of the date hereof (the "Effective Date"), all of their respective obligations, liabilities, rights, title and interest in, to and under the Prime Lease and Sublease, upon all of the terms and conditions herein set forth. It is mutually understood and agreed between and among Jewel, Venture and Freed that the Prime Lease and Sublease are hereby rescinded, terminated, cancelled and of no further force and effect as of the date hereof, except as otherwise provided in this Termination.

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Box 416

AFTER RECORDING PLEASE
RETURN TO
ANDREW F. Klein, Esq.
203 North LaSalle Street
SUITE 1700
CHICAGO, ILLINOIS 60610

2. **Vacation of the Premises.** Freed acknowledges and agrees that Jewel and Venture vacated the Premises and have removed all of their respective property therefrom prior to the Effective Date, and have surrendered possession thereof as of the Effective Date.

3. **Acceptance of Leased Premises.** Freed hereby accepts Jewel's and Venture's surrender of possession of the Premises, in the "as is" condition in which it was tendered. Freed acknowledges and agrees that Jewel and Venture have surrendered possession of the Premises to Freed on the Effective Date in full conformance with the terms applicable to the surrender of the Premises to Freed set forth in the applicable sections of the Prime Lease and Sublease, provided, however, that nothing contained herein shall be deemed to require Jewel and Venture to remove buildings, building fixtures, building equipment or other fixed assets from the Premises.

4. **Mutual Release of Obligations.** As of the Effective Date, each of Jewel, Venture and Freed hereby mutually release one another from all of their respective claims, terms, covenants, conditions and obligations arising or to be performed under the Prime Lease and Sublease, except that Jewel, Venture and Freed do not release one another from any of the following obligations, which shall survive cancellation of the Prime Lease and Sublease hereunder: (i) the respective obligations of each of Jewel, Venture and Freed, if any, relating to matters arising prior to the Effective Date; and (ii) the respective obligations of Jewel, Venture and Freed under this Termination.

5. **Jewel Representations and Warranties.** Jewel represents and warrants to Freed that the following are true as of the Effective Date:

- (a) The Prime Lease is not and has not been assigned or transferred (other than to Osco Drug, Inc. who subsequently reassigned the Prime Lease to Jewel) and is not and has not been hypothecated, pledged, mortgaged or in any other way encumbered;
- (b) Jewel has not sublet any portion of the Premises other than to May;
- (c) Jewel has not entered into any outstanding contracts for the supply of labor or material to the Premises, and no work has been done and no materials have been delivered to the Premises, which labor and materials have not been fully paid for, and for which a mechanic's lien claim could be asserted and/or foreclosed under the lien laws of Illinois; and
- (d) Jewel has not done or suffered to be done anything whereby the Premises and/or Freed's title to such Premises are in any manner encumbered or charged.

6. **Venture Representations and Warranties.** Venture represents and warrants to Freed that the following are true as of the Effective Date:

- (a) The Sublease is not and has not been assigned or transferred other than from The May Department Stores Company ("May") to Venture and is not and has not been hypothecated, pledged, mortgaged or in any other way encumbered;
- (b) Neither Venture nor May has sublet any portion of the Premises;

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- (c) Neither Venture nor May has entered into any outstanding contracts for the supply of labor or material to the Premises, and no work has been done and no materials have been delivered to the Premises, which labor and materials have not been fully paid for, and for which a mechanic's lien claim could be asserted and/or foreclosed under the lien laws of Illinois; and
- (d) Neither Venture nor May has done or suffered to be done anything whereby the Premises and/or Freed's title to such Premises are in any manner encumbered or charged.

7. **Freed Covenant.** If the consent of holders of mortgages or deeds of trust encumbering the Shopping Center is required with respect to the execution of this Termination, Freed agrees to obtain such consent.

8. **Mutual Indemnification.** Venture agrees to indemnify, protect, defend and hold Freed and its agents, beneficiaries, partners or beneficiaries, Joseph J. Freed and Associates, Inc. and their respective representatives, agents, officers, administrators, successors and assigns (collectively, "Freed Indemnified Parties") and Jewel and its representatives, agents, officers, administrators, successors and assigns (collectively, "Jewel Indemnified Parties") harmless from and against any claims, damages, costs and expenses (including reasonable attorneys' fees and expenses) arising out of (a) the breach of any of its or May's obligations under the Sublease or the use and occupancy of the Premises by May or Venture and which further relate to the period prior to the Effective Date hereof and (b) any breach of the representations and warranties made in Paragraph 6 hereof. Jewel agrees to indemnify, protect, defend and hold the Freed Indemnified Parties and Venture and its representatives, agents, officers, administrators, successors and assigns (collectively, the "Venture Indemnified Parties") harmless from and against any claims, damages, losses, costs and expenses (including reasonable attorneys' fees and expenses) arising out of any breach of the representations and warranties made in Paragraph 5 hereof. Freed agrees to indemnify, protect, defend and hold the Venture Indemnified Parties harmless from and against any claims, damages, losses, costs and expenses (including reasonable attorneys' fees and expenses) arising out of the breach of any of its obligations under the Prime Lease and which further relate to the period prior to the Effective Date hereof. Freed agrees to indemnify, protect, defend and hold the Venture Indemnified Parties and Jewel Indemnified Parties harmless from and against any claims, damages, losses, costs and expenses (including reasonable attorneys' fees and expenses) arising out of the breach of its obligation under Paragraph 7 hereof.

9. **Counterparts.** This Termination may be executed in several counterparts, and all so executed shall constitute one Termination binding on each of the parties hereto, notwithstanding that each of the parties are not signatories to the original of the same counterpart.

10. **Successors and Assigns.** This Termination shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

11. **Conflicts.** In the event of a conflict or inconsistency between the provisions of this Termination and the provisions of the Prime Lease or Sublease, the provisions of this Termination shall govern and control.

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12. **Trustee Exculpation.** This Termination is executed by LaSalle National Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement known as Trust No. 28684 at LaSalle National Bank, to all provisions of which Trust Agreement this Termination is expressly made subject. It is expressly understood and agreed that nothing herein or in said Prime Lease or Sublease contained shall be construed as creating any liability whatsoever against said Trustee or its beneficiaries personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee and its beneficiaries of every sort, if any, is hereby expressly waived by the parties to this Termination, and that so far as said Trustee and its beneficiaries are concerned the owner of any indebtedness or liability occurring hereunder shall look solely to the Premises for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said Trustee has no control over, and under this Termination assumes no responsibility for (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property (3) the collection of rents or rental of such property, or (4) the conduct of any business which is carried on upon such Premises.

IN WITNESS WHEREOF, Jewel, Venture and Freed have executed this agreement the day and year first written above.

JEWEL COMPANIES, INC., a New York corporation

By: _____
Name: Frank Venturi
Its: Vice President

ATTEST:

Assistant Secretary

VENTURE STORES, INC., a Delaware corporation

By: _____
Name: _____
Its: _____

ATTEST:

Secretary

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12. **Trustee Exculpation.** This Termination is executed by LaSalle National Bank, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee, and under the express direction of the beneficiaries of a certain Trust Agreement known as Trust No. 28684 at LaSalle National Bank, to all provisions of which Trust Agreement this Termination is expressly made subject. It is expressly understood and agreed that nothing herein or in said Prime Lease or Sublease contained shall be construed as creating any liability whatsoever against said Trustee or its beneficiaries personally, and in particular without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenants, either express or implied, herein contained, or to keep, preserve or sequester any property of said Trust, and that all personal liability of said Trustee and its beneficiaries of every sort, if any, is hereby expressly waived by the parties to this Termination, and that so far as said Trustee and its beneficiaries are concerned the owner of any indebtedness or liability occurring hereunder shall look solely to the Premises for the payment thereof. It is further understood and agreed that said Trustee has no agents or employees and merely holds naked legal title to the property herein described; that said Trustee has no control over, and under this Termination assumes no responsibility for (1) the management or control of such property, (2) the upkeep, inspection, maintenance or repair of such property (3) the collection of rents or rental of such property, or (4) the conduct of any business which is carried on upon such Premises.

IN WITNESS WHEREOF, Jewel Venture and Freed have executed this agreement the day and year first written above.

JEWEL COMPANIES, INC., a New York corporation

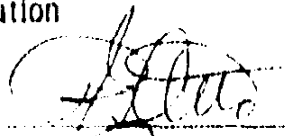

By: _____
Name: _____
Its: _____

ATTEST:



Secretary

VENTURE STORES, INC., a Delaware corporation

By: 
Name: _____
Its: President 

ATTEST:

Secretary

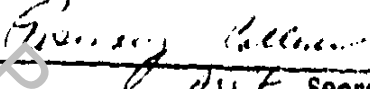
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LA SALLE NATIONAL BANK,
not personally but solely as
Trustee under Trust No. 28684

By: 
Vice President

ATTEST:


Secretary

Property of Cook County Clerk's Office

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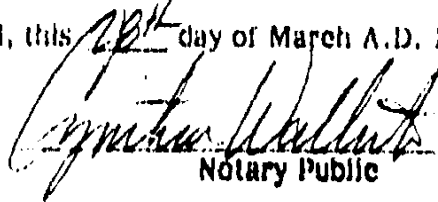
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UTAH
 STATE OF ILLINOIS)
 SALT LAKE) SS.
 COUNTY OF COOK)

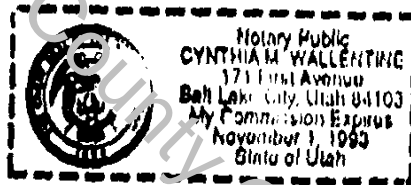
I, Cynthia M. Wallentine a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Frick Hunt, personally known to me to be the VICE President of JEWEL COMPANIES, INC., a corporation of the State of New York, and Charles J. J. J. J., personally known to me to be the ASSISTANT Secretary of said Corporation, whose names are subscribed to the within Instrument, appeared before me this day in person and severally acknowledged that as such VICE President and ASSISTANT Secretary, they signed and delivered the said Instrument of writing as VICE President and ASSISTANT Secretary of said Corporation to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 20th day of March A.D. 1990.


 Notary Public

My Commission Expires:

11/1/93



Clerk's Office

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STATE OF MISSOURI)
) SS.
CITY OF O'FALLON)

I, FRANCES J SAZANA a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Philip C. [unclear], personally known to me to be the President of VENTURE STORES, INC., a corporation of the State of Delaware, and John D. Bucklew, personally known to me to be the Secretary of said Corporation, whose names are subscribed to the within Instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said Instrument of writing as President and Secretary of said Corporation to be thereunto affixed, as their free and voluntary act and as the free and voluntary act and deed of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 2nd day of May, ~~March~~ A.D. 1990.

Frances J. Sazana
Notary Public

My Commission Expires:

2 6 94

FRANCES J. SAZANA, Notary Public
COUNTY OF O'FALLON, MISSOURI
STATE OF MISSOURI
MY COMMISSION EXPIRES

Property of Cook County Clerk's Office

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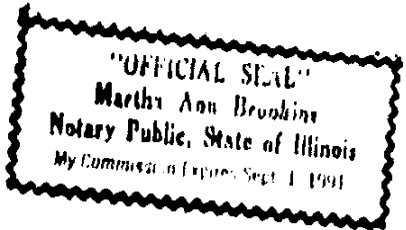
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, _____ a Notary Public, in and for said County, in the State aforesaid, do hereby certify, that JOSEPH _____ Assistant Vice President of the LA SALLE NATIONAL BANK, and _____ Assistant Secretary of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as such Assistant Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth; and said Assistant Secretary then and there acknowledged that he, as custodian of the corporate seal of said Bank, did affix the corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 30th day of March, A.D. 1990.

Martha Ann Brookins
Notary Public



COOK County Clerk's Office

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EXHIBIT A

LOT 1 OF NORTHGATE SHOPPING CENTER SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTH WEST 1/4 OF SECTION 17, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH WEST CORNER OF SAID LOT 1 THENCE SOUTHWARD ALONG THE WESTERLY LINE OF SAID LOT 1, BEING THE EASTERLY LINE OF ARLINGTON HEIGHTS ROAD; SOUTH 1 DEGREES, 50 MINUTES 41 SECONDS EAST, A DISTANCE OF 73.57 FEET; THENCE SOUTH 00 DEGREES, 17 MINUTES, 45 SECONDS EAST, A DISTANCE OF 470.00 FEET; THENCE SOUTH 13 DEGREES, 57 MINUTES, 59 SECONDS EAST, A DISTANCE OF 40.00 FEET; THENCE SOUTH 33 DEGREES, 05 MINUTES, 01 SECONDS EAST, A DISTANCE OF 37.43 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 33 DEGREES, 05 MINUTES, 01 SECONDS A DISTANCE OF 7.57 FEET, THENCE SOUTHEASTERLY ALONG A LINE BEING 50.00 FEET NORTHEASTERLY OF AND PARALLEL WITH THE CENTER LINE OF RAND ROAD, SOUTH 48 DEGREES, 24 MINUTES, 05 SECONDS EAST A DISTANCE OF 387.47 FEET; THENCE SOUTH 50 DEGREES 47 MINUTES 20 SECONDS EAST A DISTANCE OF 48.01 FEET; THENCE NORTH 48 DEGREES, 24 MINUTES 05 SECONDS WEST, A DISTANCE OF 444.74 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PTA Nos: 03-17-301-019
03-17-301-017
03-17-301-020
03-17-301-021
03-17-301-022

Address: Northeast corner of Rand
of Palatine Roads, Arlington Heights