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Cook County Recorder 51.00



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CONSENT TO TERMINATION OF LEASE

THIS CONSENT TO TERMINATION OF LEASE (this "Consent"), is made as of this 15 day of May, 2001, by and between LASALLE BANK NATIONAL ASSOCIATION, AS SUCCESSOR TRUSTEE TO THE EXCHANGE NATIONAL BANK OF CHICAGO, AS TRUSTEE U/T/A DATED JUNE 14, 1976 AND KNOWN AS TRUST NO. 10-31142-09 ("Landlord"), and LUCKY STORES, INC., a Delaware corporation ("Tenant").

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WITNESSETH:

A. Landlord and Tenant's predecessor in interest, Lucky Stores, Inc., a California corporation, entered into that certain Lease dated as of June 29, 1976 (the "Original Lease") for the premises commonly known as 8630 South Harlem Avenue, Bridgeview, Illinois and as legally described on Exhibit A (the "Premises"), which Original Lease was subsequently amended by a certain First Amendment to Lease dated as of January 30, 1978 (the "First Amendment") and by a certain Second Amendment to Lease dated as of October 28, 1980 (the "Second Amendment"); the Original Lease as amended by the First Amendment and the Second Amendment is hereinafter referred to as the "Lease";

B. Tenant subsequently assigned the Lease to Eagle Food Centers, L.P., a Delaware limited partnership ("Eagle"), pursuant to that certain Assignment of Lease and Agreement dated as of November 10, 1987 (the "Eagle Assignment");

C. Eagle subsequently sublet the Premises to Shop-N-Save, J.F.C., Inc., an Illinois corporation ("Shop-N-Save"), pursuant to that certain Lease dated as of August 23, 1993 (the "Sublease");

D. Eagle subsequently assigned its rights in, to and under the Eagle Assignment and the Sublease to CN Harlem, L.L.C., an Illinois limited liability company ("CN Harlem"), pursuant to that certain Assignment and Assumption Agreement dated as of February 14, 2001 (the "CN Harlem Assignment");

E. Landlord has entered into a Real Estate Sales Contract dated March 16, 2001 (the "Real Estate Contract") with Shop-N-Save, LLC, an Illinois limited liability company ("Purchaser"), for the sale of the Premises; and

F. Landlord and CN Harlem have decided that it is in their mutual and best interest to cancel and terminate the Lease and the Eagle Assignment upon the consummation of the sale and purchase of the Premises pursuant to the Real Estate Contract, and desire that Tenant consent to the termination of the Lease and the Eagle Assignment.

NOW, THEREFORE, in consideration of the covenants and agreements contained in this Consent, and subject to the Purchaser, concurrently with the consummation of the sale and purchase of the Premises pursuant to the Real Estate Contract, either (i) recognizing, and thereafter continuously recognizing, the rights in and to the Premises of all parties in possession or with a right to possession of

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the Premises, or (ii) legally and lawfully terminating all rights of all such parties in and to the Premises with no liability or expense to Tenant, Tenant hereby consents to the termination of the Lease and the Eagle Assignment upon the consummation of the sale and purchase of the Premises pursuant to the Real Estate Contract.

Landlord agrees to defend, indemnify, and save Tenant harmless from and against all loss or damage sustained and all expenses, costs, and attorney fees of Tenant in any action or defense undertaken by Tenant to protect itself from such loss or damage resulting from any failure by Purchaser to either (a) recognize all rights in and to the Premises of all parties in possession or with a right to possession of the Premises, or (b) legally and lawfully terminate all rights of such parties with no liability or expense to Tenant.

IN WITNESS WHEREOF, the parties to this Consent to Termination of Lease caused this instrument to be executed by their duly authorized officers, and their seals to be affixed and duly attested, the day and year first above written.

TENANT:

LUCKY STORES, INC., a Delaware corporation

By: *William H. Arnold*  
Print Name: WILLIAM H. ARNOLD  
Title: VICE PRESIDENT

LANDLORD:

LASALLE BANK NATIONAL  
ASSOCIATION, AS SUCCESSOR TRUSTEE  
TO THE EXCHANGE NATIONAL BANK OF  
CHICAGO, AS TRUSTEE U/P/A DATED  
JUNE 14, 1976 AND KNOWN AS TRUST NO.  
10-31142-09

By: *Georgeann C. Losurdo*  
Print Name: GEORGEANN C. LOSURDO  
Title: Asst. Vice President

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This instrument is executed by LASALLE BANK National Association, not personally but solely as Trustee, as aforesaid, in the exercise of the power and authority conferred upon and vested in it as such Trustee. All the terms, provisions, stipulations, covenants and conditions to be performed by LASALLE BANK National Association are undertaken by it solely as Trustee as aforesaid, and not individually and all statements herein made are made on information and belief and are to be construed accordingly, and no personal liability shall be assessed or be enforceable against LASALLE BANK National Association by reason of any of the terms, provisions, stipulations covenants and/or statements contained in this instrument

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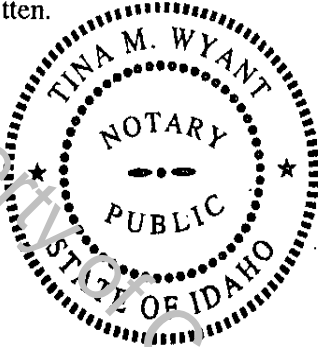
STATE OF Idaho )  
 ) ss.  
County of Ada )

On this 15 day of May, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared WILLIAM H. ARNOLD, to me known to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

04/02/03



Tina M. Wyant  
Notary Public in and for the  
State of Idaho  
Residing at Ada

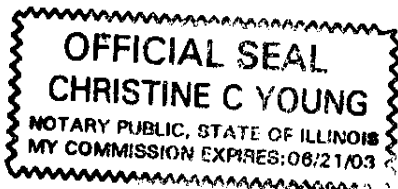
STATE OF Illinois )  
 ) ss.  
County of Cook )

On this 29th day of MAY, 2001, before me, the undersigned, a Notary Public in and for said State, personally appeared GEORGEANT. Lusua to me known to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

6-21-03



Christine C Young  
Notary Public in and for the  
State of ILLINOIS  
Residing at CHgo, IL

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Exhibit A

STREET ADDRESS: 8630 SOUTH HARLEM  
CITY: BRIDGEVIEW COUNTY: COOK  
TAX NUMBER: 18-36-404-009-0000 and 18-36-404-010-0000

## LEGAL DESCRIPTION:

A PART OF THE FOLLOWING DESCRIBED PARCEL OF LAND: LOTS 190 THROUGH 193, INCLUSIVE, (EXCEPTING THEREFROM THAT PORTION DESCRIBED IN DOCUMENT NUMBER 13273055, RECORDED APRIL 27, 1944; AND EXCEPT THE EAST 17 FEET OF SAID LOTS 190 THROUGH 193, EXCEPT THE SOUTH 17 FEET OF SAID LOT 190) IN FREDERICK H. BARTLETT'S 1ST ADDITION TO FREDERICK H. BARTLETT'S 79TH STREET ACRES, BEING A SUBDIVISION OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 31, AND THE WEST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 31, ALSO THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, SAID PART LYING EASTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID LOT 193, BEING 475 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 193, THENCE SOUTH 65 FEET ON A LINE PARALLEL WITH THE EAST LINE OF SAID LOTS 190 THROUGH 193 TO A POINT; THENCE EAST 159 FEET ON A LINE PARALLEL WITH SAID NORTH LINE OF LOT 193 TO A POINT; THENCE SOUTH 366.70 FEET, MORE OR LESS, ON A LINE PARALLEL WITH SAID EAST LINE OF LOTS 190 THROUGH 193, TO A POINT BEING 167 FEET NORTH OF THE SOUTH LINE OF SAID LOT 190; THENCE EAST 19 FEET ON A LINE PARALLEL WITH SAID SOUTH LINE OF LOT 190 TO A POINT; THENCE SOUTH 150 FEET ON A LINE PARALLEL WITH SAID EAST LINE OF LOTS 190 THROUGH 193 TO A POINT 17 FEET NORTH OF SAID SOUTH LINE OF LOT 190 AND BEING 297 FEET WEST OF SAID EAST LINE OF LOTS 190 THROUGH 193 EXCEPTING FROM THE FOREGOING DESCRIBED REAL ESTATE, THE FOLLOWING: THE SOUTH 167 FEET OF THE EAST 267 FEET OF LOTS 190 AND 191, TAKEN AS A TRACT, IN FREDERICK H. BARTLETT'S 1ST ADDITION TO FREDERICK H. BARTLETT'S 79TH STREET ACRES, BEING A SUBDIVISION OF PARTS OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

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