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2002-11-15 16:32:57

Cook County Recorder 216.50



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This document prepared by and after recording return to: Kerry M. Lavelle, Lavelle Legal Services, 208 South LaSalle, Suite 1200, Chicago, Illinois 60604 (312) 332-7555

MEMORANDUM OF LEASE

(13001 Ashland Avenue, Calumet Park, Illinois 60409)

This MEMORANDUM OF LEASE is made and entered into on this 31st day of October, 2002, by and among the following parties:

Raceway Central, LLC, an Illinois limited liability company ("Lessor"); and
SVT, LLC, an Indiana limited liability company ("Lessee").

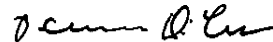
RECITALS:

- A. By a Lease dated December 4, 2000 between Lessor and Lessee ("Lease"), Lessor has leased to Lessee the real estate commonly known as 13001 Ashland Avenue, Calumet Park, Illinois ("Demised Premises"). The legal description of the Demised Premises is attached hereto as Exhibit A and incorporated herein.
- B. The term of the Lease extends for a period of twenty-five (25) years from May 1, 2002 through April 30, 2027.
- C. The Lease grants Lessee options to extend the Lease for four (4) additional five (5) year terms from May 1, 2027 to April 30, 2047 in five year increments.
- D. The use and occupancy of the Demised Premises are restricted to the operation of a grocery supermarket and other purposes not specifically prohibited by the Lease.
- E. This Memorandum of Lease may be executed in counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

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IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

Lessor:
Raceway Central, LLC



By: F. Clifford DiLorenzo
Its: Manager

By: Robert Wagner
Its: Manager

Lessee:
SVT, LLC

0021263944

By: David Wilkinson
Its: President

Property of Cook County Clerk's Office

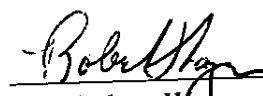
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Its: Manager



By: Robert Wagner
Its: Manager

Lessee:
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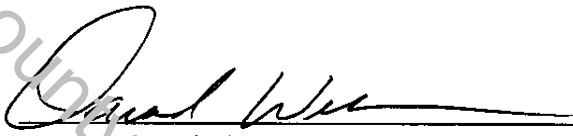
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Its: Manager

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SVT, LLC



By: David Wilkinson
Its: President

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STATE OF ILLINOIS)
)
COUNTY OF COOK)

0021263944

Before me, a notary public, in and for the county and the state above written, this 31 day of October, 2002, personally appeared F. Clifford DiLorenzo, as manager of Raceway Central, LLC who, for an on behalf of said limited liability company, acknowledged the execution of the above and foregoing Memorandum of Lease.

WITNESSETH my hand and notary seal.


Notary Public
My commission expires: 0-12-06



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STATE OF ILLINOIS)
)
COUNTY OF COOK)

0021262944

Before me, a notary public, in and for the county and the state above written, this 31 day of October, 2002, personally appeared Robert Wagner, as manager of Raceway Central, LLC who, for an on behalf of said limited liability company, acknowledged the execution of the above and foregoing Memorandum of Lease.

WITNESSETH my hand and notary seal.


Notary Public
My commission expires: 4-17-08




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STATE OF ILLINOIS)
)
COUNTY OF COOK)

Before me, a notary public, in and for the county and the state above written, this 31 day of October, 2002, personally appeared David Wilkinson, as president of SVT, LLC who, for an on behalf of said limited liability company, acknowledged the execution of the above and foregoing Memorandum of Lease.

WITNESSETH my hand and notary seal.


Notary Public
My commission expires: 4-12-06



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**SVT, LLC
CALUMET PARK (ULTRA)
LEASE DOCUMENTS**

0021263944

-
1. Supermarket Lease with Raceway Central, LLC, dated December 4, 2000.
 2. Lease Agreement, dated December 4, 2000 (Percentage Rent Waiver/Option To Become Property Manager/Right of First Refusal to Purchase Outlot 1 and Outlot 2).
 3. Lease Payment Agreement, dated December 4, 2000 (Central Grocers, Inc. Rent Subsidy).
 4. Pricing Agreement, dated December 4, 2000 (Village Pricing Ordinance/Lease Termination Rights).
 5. Guarantee Agreement, dated December 4, 2000 (Central Grocers Guaranty of SVT, LLC'S Lease Obligations).

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Supermarket Lease

**SVT
Limited Liability Company**

for the

**Raceway Park Shopping Center
SEC Ashland Avenue & Vermont Street
Calumet Park, Illinois**

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LEASE

THIS LEASE is made on the 4th day of December, 2000, by and between RACEWAY CENTRAL LLC, an Illinois limited liability company ("Landlord"), and SVT, LLC, an Indiana limited liability company ("Tenant").

Section 1

OVERVIEW

Section 1.1. Overview. In consideration of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant the land and the improvements to be constructed thereon, as hereinafter provided, consisting of an approximately sixty-five thousand (65,000) square foot supermarket building (the "Supermarket Building"), located on approximately three hundred four thousand, two hundred eighty-five (304,285) square feet of land (the "Supermarket Building Pad"). The Supermarket Building Pad, Tenant's related site improvements, Premises Improvements as defined in Section 5.1(c) and the Supermarket Building, together with all appurtenances and the rights-of-way incident thereto shall be the premises ("Premises"). The Premises shall be part of the Landlord's development depicted on the preliminary site plan ("Preliminary Site Plan") attached hereto as Exhibit A, which includes a Shopping Center (the "Shopping Center") and a future development land is to be developed ("Future Development Land"). The land on which the Shopping Center and Future Development Land (collectively, the "Land") is located at the southeast corner of Vermont Street and Ashland Avenue, Calumet Park, Illinois. The Land which consists of approximately 1,140,865 square feet is described on the boundary survey ("Survey") attached hereto as Exhibit C. The Shopping Center shall be improved with a minimum of sixty-five thousand (65,000) square feet and a maximum of two hundred sixty thousand (260,000) square feet of buildings, including the Supermarket Building and excluding buildings constructed upon the Future Development Land which is not a part of the Shopping Center.

Section 2

TERM

Section 2.1. Original Term. The original term ("Original Term") of this Lease shall commence (the "Commencement Date") on the three hundred thirtieth (330th) day following the later of (a) Landlord's substantial completion of the Supermarket Building Pad as satisfactory for initiation of Tenant's foundations as required in Sections 5.1(B) and 5.5 as evidenced by Tenant's signed acceptance of possession; or (b) Landlord's substantial completion of the Shopping Center Improvements as set forth in Section 5.1(A), 5.5 and 5.6; provided, however, that notwithstanding anything contained in this Section 2.1 to the contrary, Tenant, in its sole and arbitrary discretion, may elect not to take possession of the Supermarket Building Pad at any time during the time period between October 1 and April 1, of any year, in which case the aforementioned three hundred thirty (330) day period shall begin on the date on which the Supermarket Building Pad is delivered to and accepted by Tenant.

The Original Term shall begin on the Commencement Date and end on the last day of the twenty-fifth (25th) Lease Year ("Ending Date") following the Commencement Date, and may be extended as hereinafter provided. Within sixty (60) days after the Commencement Date, Tenant and Landlord shall confirm the Commencement Date and Ending Date in the Memorandum of Lease provided in Section 12.3.

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Section 2.2. Extension Options. Tenant shall have four (4) extension options ("Extension Options") to extend the Original Term of this Lease for five (5) years with respect to each such Extension Option, subject to the terms, covenants and provisions of this Lease and at the increased rental as provided herein. Tenant shall make written request to the Landlord of Tenant's intention to exercise any of the four (4) Extension Options no less than 270 days before the expiration of the Original Term or any extension thereby resulting from the exercise of an Extension Option. The word "Term" whenever used herein shall mean the Original Term of this Lease and any extension thereof resulting from the exercise of any Extension Option, unless the context otherwise requires. In the event that Tenant suffers a loss of use and enjoyment of the Premises due to a casualty, such loss of time which renders the Premises inoperable may, at the option of Tenant, be added to the Original Term or a subsequent Extension Option.

Section 2.3. Lease Year. The term "Lease Year" shall mean a period during the Term from, and including, August 1 to and including July 31. If the Term commences on a date other than August 1, the period from such commencement through and including July 31 shall be a "Partial Lease Year." If the Term ends on a date other than July 31, the period from the immediately preceding August 1 to and including the last day of the Term shall also be a "Partial Lease Year."

Section 3

RENT

Section 3.1. Rent Payee. Rent checks shall be made payable to Landlord and mailed to Trkla, Pettigrew, Allen & Payne, 222 S. Riverside Plaza #1616, Chicago, Illinois 60606 until Tenant is otherwise notified in writing by Landlord, Tenant shall be fully protected in acting upon any notice purporting to be signed by or on behalf of the party who should give such notice and believed by Tenant in good faith to be genuine.

Section 3.2. Supermarket Building Floor Area. Upon substantial completion of the Supermarket Building, Landlord's architect shall measure the first floor area of the Supermarket Building from the exterior of any exterior wall and from the center of any common wall to verify the first floor area square footage of the Supermarket Building ("Supermarket Building Floor Area"), which shall initially not be less than sixty-five thousand (65,000) square feet.

Section 3.3. Base Rent. For each Lease Year during the Term, Tenant shall pay to Landlord or its nominee as base rent ("Base Rent") an amount equal to one hundred seven and one-half percent (107.5%) of Landlord's mortgage constant for the financing of the total of the net estimated First and Subsequent Phase Costs of the Project after subtracting Village Entitlements and fifty percent (50%) of the (i) Development Services Fee and (ii) Construction Coordination Fee as set forth in Exhibit B. The mortgage constant will be the amount payable under the construction and permanent loan for the Shopping Center, but in no event will the amortization period be less than twenty-five (25) years or the interest rate be greater than nine and one-quarter percent (9.25%) per annum. Principal or interest payments made by the Landlord in addition to those required by the permanent loan, amortized over twenty-five (25) years, shall not increase the mortgage constant. Landlord agrees to promptly pay the Supermarket Building Costs, as set forth on Exhibit B in accordance with the provisions of Section 4.1 and 4.2. Landlord and tenant acknowledge that the individual line items or the total of net estimate First and Subsequent Phase Costs of the Project after subtracting Village Entitlements may be less or more than the estimates shown and agree that the Base Rent shall be determined using the net sum of the actual individual line items which will ultimately become the Costs of the Project as defined within Exhibit B attached hereto.

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Section 3.4. Base Rent for Extension Option(s). The Base Rent for the Extension Options shall be as follows:

- (a) For each year of the first five year Extension Option, the Base Rent shall be one hundred fifty percent (150%) of the first full Lease Year's Base Rent.
- (b) For each year of the second, third and fourth five year Extension Option the Base Rent shall be one hundred and two percent (102%) of the Base Rent of the last Lease Year.

Section 3.5. Percentage Rent. In addition to the Base Rent, Tenant shall pay to Landlord or its nominee as percentage rent ("Percentage Rent") a sum equal to one-half of one percent (0.5%) of Sales (as defined in Section 3.6) made in or from the Premises for each Lease Year in excess of Fifty-Two Million Dollars (\$52,000,000) per year which shall be the sales base amount ("Sales Base Amount"), but not greater than sixty million dollars (\$60,000,000), plus a sum equal to one percent (1.00%) of Sales made in or from the Premises for each Lease Year of sixty million dollars (\$60,000,000) per year and greater. The Sales Base Amount shall be reduced pro rata for any Partial Lease Year. Percentage Rent, if any, shall be paid on or before the sixty (60th) day following the end of each Lease Year. If the Term begins on a day other than August 1, then the prorated Sales Base Amount for that year shall be added to the Sales Base Amount for the first Lease Year and the Percentage Rent, if any, for the first Partial Lease Year and the first Lease Year shall be calculated by applying the applicable percentage to the combined Sales for the first Partial Lease Year and the first Lease Year in excess of the combined Sales Base Amount (pro-rated for the Partial Lease Year) and shall be paid sixty (60) days following the end of the first Lease Year. Subject to Section 8.2, the obligation to pay Percentage Rent, shall not be deemed to require business to be conducted on the Premises nor any business thereon to be conducted so as to produce Percentage Rent. Notwithstanding the foregoing calculation of Percentage Rent, the Sales Base Amount shall be reduced pro rata in the event that Tenant operates its business more than three hundred and thirty (330) days in a Lease Year, but less than the full Lease Year. The Percentage Rent shall be eliminated in the event that Tenant operates its business three hundred and thirty (330) days or less in a Lease Year. Notwithstanding the foregoing, during each of the Extension Option periods, the sole Sales Base Amount on which the Percentage Rent is calculated shall be seventy-eight million dollars (\$78,000,000). During the Extension Option periods, the Tenant shall pay to Landlord or its nominee as Percentage Rent a sum equal to one percent (1.00%) of Sales made in or from the Premises for each Lease Year in excess of seventy-eight million dollars (\$78,000,000) which shall be the sole Sales Base Amount above which the Percentage Rent shall be calculated.

Section 3.6. Sales. The term "Sales" is hereby defined as the Three (3) Year Moving Average (hereinafter defined) of gross cash receipts received from all sales of merchandise and services by Tenant or rents received from subtenants, concessionaires, or licensees, excluding all deposits. The Three Year Moving Average shall be the Lease Year plus the Sales of the previous two (2) years, divided by three (3). Sales shall not include: credits, returns and allowances for merchandise returned; any sums collected in connection with or on account of any sales, use, excise, occupation or similar tax which is imposed by any existing or future law or ordinance of the United States Government or of any state, municipality or other governmental authority upon, with respect to, or measured by, the selling price of merchandise or services; receipts from the sales of newspapers, postage stamps, stamped post cards and envelopes; receipts from the sales of merchandise sold in bulk to persons other than retail customers; receipts from delivery services, cash station service fees, money orders, etc.; receipts from sales to the extent refunds are made for coupons or similar promotions with respect thereto; moneys received for utilities from others in payment of bills, premiums, debts or the sale of lottery and other tickets, taxes, utilities, or insurance premiums; credits arising from the transfer of merchandise from the Premises to other stores owned by Tenant; credits

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received resulting from claims for loss or damage to merchandise in transit; returns to shippers or manufacturers, returned merchandise, merchandise trade-in, exchanges, merchandise cancellations, allowances and trading stamps; receipts from the sale of salvage cartons, meat scraps and other salvage merchandise; fees incurred with respect to purchases paid by credit cards such as Master Card and Visa; receipts from sales through vending machines to the extent such receipts are less than one percent (1.00%) of the sales for the Lease Year or part thereof; and the sale of pharmaceuticals directed by a licensed physician's prescription. Notwithstanding the forgoing, if, as a departure from the ordinary marketing and operating procedures of Tenant, Tenant determines, in its sole discretion that it shall sublet certain departments of its supermarket that are ordinarily associated with the sales of items, Tenant will include as Sales, except the sale of pharmaceuticals directed by a licensed physician's prescription, the gross cash receipts received from the sale of all merchandise and services received by such subtenant that is then under sublease with Tenant for the sale of such supermarket related products.

Section 3.7. Property Management Fee. The Property Management Fee for the entire Shopping Center shall be Forty Thousand Dollars (\$40,000) per year. Tenant shall pay its prorated portion of that Property Management Fee based on the square footage of all the buildings in the Shopping Center. Such \$40,000 Property Management Fee shall be indexed to increase two percent (2%) per year during the term of the Lease. Further, Tenant shall have the irrevocable right, at any time during the term of the Lease, or during any Extension Option to become the property manager, to fulfill all the duties, responsibilities and obligations of being the property manager and to receive the fee from Landlord equal to the indexed \$40,000 Property Management Fee in consideration for managing the Shopping Center.

Section 3.8. Accounting Statements. At the time of payment of Percentage Rent, Tenant shall submit to Landlord a written statement certified as true and correct by Tenant's authorized representative showing the amount of Sales in the preceding three Lease Years. Landlord or its auditors, at Landlord's expense shall have the right to examine and audit during reasonable business hours all books and records of Tenant pertaining to the Sales in the Premises, provided that any such examination and audit shall be performed within twelve (12) months after receipt of said statement. Except for fraud, if Landlord does not object in writing to any statement within said twelve (12) months, the same shall conclusively be deemed correct and accepted by Landlord. All information with regard to Sales shall be treated as confidential and shall not be divulged by Landlord or Landlord's accountants to anyone except Landlord's lenders and/or a bona fide prospective purchaser or investor of the Shopping Center, without Tenant's prior written consent.

Section 4

SUPERMARKET BUILDING COSTS

Section 4.1. Supermarket Building Allowance. Tenant intends to design and construct, or cause to be designed and constructed the Supermarket Building. A supermarket building allowance ("Supermarket Building Allowance") shall be paid by Landlord to Tenant pursuant to Section 4.2 and shall be equal to the product of (i) the Supermarket Building Floor Area and (ii) Fifty-Seven Dollars and No Cents (\$57.00) per square foot which shall not exceed the sum of Three Million Seven Hundred Five Thousand Dollars and No Cents (\$3,705,000.00).

Section 4.2. Payment of Supermarket Building Costs. During the construction of the Premises and thereafter, on the tenth (10th) day of each month, Tenant shall submit to Landlord and its institutional construction escrowee an itemized request for payment of the Supermarket Building Costs incurred in the preceding month in form reasonably satisfactory to Landlord, Landlord's institutional construction escrowee and Landlord's construction lender, together with the following (collectively, the "Draw

Documents"): (i) appropriate Sworn Contractor's Statement; (ii) appropriate copies of all construction subcontractors and professionals' liability and/or professional liability insurance certificates, Waivers of Lien and Affidavits, or a written indemnity by Tenant, acceptable to Landlord's construction lender, protecting Landlord and Landlord's lender and title company against loss occasioned by mechanic's liens or claims therefore; (iii) for the final hard costs draw only, a certificate of substantial completion by Tenant's architect certifying that the Premises have been substantially completed in accordance with the final plans and specifications and all applicable codes, laws and ordinances for the Premises, and (iv) such other documentation that the institutional construction escrowee may reasonably require to provide title insurance coverage. Provided that Tenant has submitted to Landlord a request for payment pursuant to this Section 4.2, Landlord shall deposit the requested amount into the escrow and cause the same to be disbursed for payment to the scheduled parties no more than twenty (20) days after such submission. Tenant's construction contracts shall require a minimum of five percent (5%) retainage, which retainage may be paid out upon full completion of the applicable line item. Tenant shall pay all Supermarket Building Costs for the Supermarket Building (exclusive of any fixturing costs which are Tenant's sole cost and expense) in excess of the Supermarket Building Allowance on a monthly basis utilizing the Landlord's institutional construction escrowee. The amount of such excess shall be divided by the number of months that Landlord's architect certifies to Landlord and Tenant as the anticipated construction period for the Supermarket Building. These amounts shall be paid by Tenant at the times that Landlord is required to make its monthly deposit into the escrow. Tenant shall pay the Landlord's institutional construction escrow fee related to the Premises.

Section 4.3. Common Walls. Tenant agrees to cooperate with Landlord if the opportunity to construct common walls with adjacent tenants becomes available. Landlord shall provide Tenant with related sketches, cost savings estimates and preliminary engineering studies for Tenant's review and incorporation into the Supermarket Building's design. The total Supermarket Building Allowance shall be increased by one-half of the net savings of the common wall. All common wall construction will require a mutually satisfactory amendment to this Lease. Landlord will reimburse Tenant for Tenant's costs and expenses that relate to Tenant's cooperation in connection with the subsequent use of Tenant's walls as common walls.

Section 5

IMPROVEMENTS

Section 5.1. Improvements.

A) **Shopping Center Improvements.** Landlord agrees to construct, in a good and workmanlike manner using skilled tradesman and new, high-quality materials, in compliance with all requirements of public authorities and at its sole expense, the improvements of the Shopping Center (other than the Supermarket Building), which it is required by this Lease to construct, substantially in conformance with the description of the "Shopping Center Improvements" set forth in Exhibit D hereto. These shall include, without limitation, (i) the paved and striped parking area directly west of the Premises for at least 400 standard size automobiles, (ii) the parking lot lighting, (iii) the landscaping around the front and sides of the Premises, weather permitting; (iv) retention/detention areas; and (v) traffic signals, roadway improvements, offsite utility extensions and the paved ingress and egress access from Vermont Street and Ashland Avenue including all truck delivery drives. Except as described in this Section 5.1(A), the Shopping Center Improvements specifically exclude the Premises Improvements as described in Exhibit E.

B) **Supermarket Building Pad.** Landlord agrees to construct the Supermarket Building Pad in substantial compliance with all requirements of public authorities and at its sole expense, pursuant to the

specifications stated in Exhibit F hereto. Upon substantial completion by Landlord, as defined in Section 5.5, Tenant shall have fourteen (14) days upon written notice of completion to accept the Supermarket Building Pad or reject it in writing. Acceptance shall commence the time periods set forth in Section 2.1. Rejection shall be explained in reasonable detail, in writing, to allow the Landlord to correct any unsatisfactory work. If Tenant fails to accept or reject the Supermarket Building Pad within the prescribed period of time, it shall be deemed accepted. Landlord shall provide ongoing construction testing and reports to Tenant, at Landlord's sole cost and expense, regarding the soil load bearing capacity of the Supermarket Building Pad relative to foundation, loading docks, and pavement areas, etc., and such test results must be in accordance with Exhibit F herein.

C) Premises Improvements. Tenant agrees to design and construct, or cause to be designed and constructed, in a good and workmanlike manner using skilled tradesman and new, high-quality materials and equipment, in compliance with all requirements of public authorities, the premises improvements, ("Premises Improvements") substantially in accordance with the plans and specifications to be reviewed and approved by Landlord as set forth in Section 5.2. Such construction and Premises Improvements by Tenant shall include the Supermarket Building, Supermarket Building sidewalks and loading docks required to serve the Supermarket Building Pad and the necessary utility connections and meters for the Tenant to individually meter and pay for all utilities including, but not limited to, gas, electric, telephone, cable, water, sanitary and storm sewer, if applicable.

D) First Phase. The initial Shopping Center Improvements, Supermarket Building Pad, Supermarket Building, and Premises Improvements are collectively referred to as the "First Phase". The improvements for the First Phase will include (i) mass grading, earth balance and rough grading of the Shopping Center Land, Future Development Land and the Supermarket Building Pad; (ii) offsite traffic signals and road improvements such as left turn bays, deceleration lanes, right turn lanes, etc. (iii) utilities such as offsite sanitary and storm sewer enlargement and/or extension to the Land, on site sanitary sewer, fire hydrants, natural gas, storm water piping and catch basins, retention/detention areas on the Land; (iv) parking lot, common area sidewalks, parking lot lighting, and curbs, slopping and the entries from Vermont and Ashland Avenue; and all other improvements set forth in Exhibits D, F and G; (v) construction of an entry from Ashland Avenue and a minimum of a 44'0" wide driveway from the Supermarket Building Pad to the Main Entry Area depicted on Exhibit A-1, Site Plan Area Allocations; and (vi) a 25'0" wide truck driveway from the rear of the Supermarket Building Pad through the Retail Anchor Area (as depicted on Exhibits A and A-1) and Main Entry Area as depicted and defined on Exhibit A-1, including permanent ingress or egress easements in connection with this Section 5.1(D)(v) and 5.1(D)(vi).

E) Subsequent Phases. The Landlord intends to market the Shopping Center to other prospective tenants and/or land purchasers both concurrently and after the design and construction of the Shopping Center's First Phase. Certain areas of the Shopping Center and outlots may remain unimproved until such time as the Landlord attracts additional tenants or land purchasers. In the event the Subsequent Phases, as set forth in this Section 5.1(E) are not completed, Landlord shall construct a driveway, and grant an easement through the Subsequent Phase land to accommodate Tenant's delivery truck traffic.

F) Future Development Land. The owners and/or tenants of the buildings and improvements designed and constructed within the Future Development Land shall (i) be responsible for their own common area maintenance, real estate taxes and assessments; and (ii) pay a pro-rata share of maintenance and insurance related to the Land's overall retention/detention storm drainage system based on the Future Development Land's percentage of the total overall Land area as set forth on Exhibit A-1, as revised.

Section 5.2. Plans and Specifications. Tenant and Landlord shall submit plans and specifications to each other for review and approval which shall not be unreasonably withheld or denied. Any non-approval of the other party's plans and specifications for the First Phase or Subsequent Phases shall be submitted in writing in sufficient detail to explain the cause of the plans and specifications not being approved. Tenant's and Landlord's architects and/or engineers shall be licensed in the State of Illinois.

A) The plans and specifications for the Site Criteria, Shopping Center Improvements and the Supermarket Building Pad set forth in Exhibits D, F and G respectively, shall be prepared by the Landlord's architect and/or engineer, at Landlord's sole cost, in substantial conformance with the aforementioned Exhibits as reviewed and approved by the Tenant.

B) Tenant shall, within thirty (30) days following the execution of this Lease: prepare and deliver to the Landlord preliminary Premises Improvement plans, the Supermarket Building's fixture floor plans, utility requirements, utility hookup locations, utility depths, preliminary finished floor elevations and loading dock locations (collectively, "Tenant's Preliminary Plans") for incorporation into the Landlord's plans and specifications for the Supermarket Building Pad and Shopping Center. If Landlord disapproves of the Tenant's Preliminary Plans, Landlord shall notify Tenant of such in writing within a fourteen (14) day period following submission by Tenant, and at the same time return to Tenant one set of said plans and specifications marked to show the basis that said plans and specifications have been disapproved. If Landlord notifies Tenant of its reasonable disapproval, Tenant shall cause said plans and specifications to be appropriately revised within thirty (30) days after receipt of such notice. Tenant shall, within that same period, submit to Landlord two complete sets of said plans and specifications as revised for the approval or disapproval of Landlord. Tenant's architect shall incorporate Landlord's reasonable written objections or comments into the Premises Improvement plans and specifications for use by Tenant in preparing plans and specifications for construction bids. If Landlord fails to accept or reject the above-described documents within fourteen (14), they shall be deemed accepted.

C) No later than the later to occur of ninety (90) days following the execution of this Lease or thirty (30) days following approval of the Landlord's plans and specifications for the Supermarket Building Pad by Tenant and approval of Tenant's Preliminary Plans, Tenant shall provide two sets of plans and specifications for the Premises Improvements and Supermarket Building, including all architectural, structural, electrical, mechanical, HVAC and telecommunication information which it intends for construction bidding ("Tenant's Final Plans") for the Landlord's review and approval. Landlord shall review Tenant's Final Plans and specifications within fourteen (14) days of receipt and provide written objections or comments, if any, to Tenant. If Landlord disapproves of Tenant's Final Plans and specifications, Landlord shall notify Tenant of such in writing within said fourteen (14) day period and at the same time return to Tenant one set of said plans and specifications marked to show the basis that said plans and specifications have been disapproved. If Landlord notifies Tenant of its reasonable disapproval, Tenant shall cause said plans and specifications to be appropriately revised thirty (30) days after receipt of such notice. Tenant shall, within that same period, submit to Landlord two complete sets of Tenant's Final Plans and specifications as revised for the approval or disapproval of Landlord. Tenant's architect shall incorporate Landlord's reasonable written objections or comments into the Tenant's Final Plans and specifications for use by Tenant in obtaining construction bids and executing construction agreements. If Landlord fails to accept or reject the above-described documents within fourteen (14) days, they shall be deemed accepted.

D) Landlord has submitted to Tenant (i) topographic and boundary surveys, with legal description of the Land showing existing grades; (ii) proposed building, paved areas, driveway and curb cuts, lighting, drainage, existing and planned utility locations, the future pylon sign locations; (iii) preliminary plans and

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specifications for the Supermarket Building Pad; and (iv) environmental and geotechnical reports, as provided under Section 16. Tenant shall have fourteen (14) days from the execution of this Lease to reject or approve said submission. If Tenant fails to accept or reject the above-described documents within the prescribed period of time, they shall be deemed accepted.

E) The provisions of this Section 5.2 with respect to notice and time for and method of performance shall also apply to any plans and specifications which are revised after the Landlord's prior acceptance. Landlord and Tenant shall not unreasonably withhold approval of any plans and specifications which substantially conform to the exhibits contained herein. Once approved by Tenant and Landlord, the plans and specifications for the Premises Improvements, Supermarket Building, Supermarket Building Pad, and Shopping Center shall be deemed included as exhibits hereto. If for any reason, other than default by Tenant with regard to Tenant's obligation under this Section 5.2, Landlord has not approved the final plans and specifications for the Premises Improvements within the time periods set forth herein, Tenant shall give Landlord notice of its intent to terminate this Lease unless Landlord complies with its obligations set forth herein within ten (10) days. If Landlord fails to comply, then Tenant shall have the option to terminate this Lease, and this Lease shall be of no further force or effect from and after the expiration of the ten (10) day period.

Section 5.3. Construction. Tenant and Landlord shall make prompt application for all highway improvements, traffic signals, curb cuts and building related permits. Construction of the Shopping Center Improvements, Supermarket Building Pad, or Premises Improvements shall commence promptly and with due diligence after the issuance of any of the said permits. Notwithstanding any provision in this Lease to the contrary, Tenant and Landlord shall not be obligated to commence the construction of the Supermarket Building Pad, Shopping Center Improvements, Supermarket Building, Premises Improvements and Shopping Center until the following have occurred: (i) a fully executed copy of the Agreement of Subordination, Non-Disturbance and Attornment, as defined in Sections 12.4 and 12.5, has been delivered to Tenant by Landlord; (ii) acquisition of title to the Shopping Center Land by Landlord; (iii) Tenant has received at Landlord's expense, not to exceed Seven Hundred Dollars and No Cents (\$700.00), a leasehold title insurance policy, insuring Tenant's leasehold interest and Leasehold Improvements and the necessary Agreement of Subordination, Non-Disturbance and Attornment, as set forth in Sections 12.4 and 12.5; (iv) Tenant has received and approved an executed copy of the Redevelopment Agreement between the Municipality and Landlord; and (v) Tenant and Landlord enter into a Real Estate Agreement setting forth the necessary easement rights of Tenant in the common areas, ingress and egress rights, and where necessary, utility easement right, as set forth in Section 17.18. Once all events stated in this section have occurred, Tenant's and Landlord's obligations to construct the improvements for which they are responsible under this Lease shall be in full force and effect.

Section 5.4. Timing. Landlord and Tenant shall perform their respective plan submission and construction obligations as set forth herein. If Landlord fails to complete its obligations on or before the applicable dates for any reason whatsoever except for conditions set forth in Section 17.12, Tenant may terminate this Lease by ninety (90) days' written notice to Landlord; provided, however, that Landlord may nullify Tenant's termination if during such period, it satisfies the plan submission or construction obligation required to have been performed by the applicable date.

Section 5.5. Substantial Completion of Supermarket Building Pad. Substantial completion of the Supermarket Building Pad shall include all applicable environmental mitigation, if any; satisfactory soil compaction, mass grading, earth balance and rough grading sufficient for Tenant to reasonably begin construction of the Supermarket Building's foundations, provided however, that nothing in this Section 5.5 shall limit Tenant's rights under 2.1 and Sections 5.1(B).

Section 5.6. Substantial Completion of Premises Improvements. The Premises Improvements shall be deemed substantially completed when Tenant's architect notifies and certifies to Landlord that construction of the Premises Improvements are substantially complete; provided, however, that in no event shall construction be deemed substantially completed unless Tenant has obtained a certificate of occupancy. Final payment of the Supermarket Building Allowance, including all retainage from Tenant's contractors, if any, shall be made by Landlord within sixty (60) days following the later to occur of the Tenant's architect's certification of substantial completion (including all applicable codes, laws and ordinances) or acceptance of the substantial completion of the Premises Improvements by the Landlord's construction lender.

Section 5.7. Substantial Completion of Shopping Center Improvements. The Shopping Center Improvements, except for sitework and future buildings to be constructed in Subsequent Phases shall be deemed substantially completed when Landlord's architect and municipality notifies and certifies to Tenant that construction is sufficiently complete so that the Shopping Center can be occupied and utilized by other tenants of the Shopping Center, with current leases, if any. Landlord shall cause the foregoing conditions to be satisfied on or before April 30, 2002.

Section 6

MAINTENANCE, REPAIRS AND UTILITIES

Section 6.1. Tenant's Obligations. With respect to the Supermarket Building and Premises, and any subsequent improvements thereto, Tenant agrees at its sole cost and expense to promptly:

- A) make all repairs necessitated by the negligence of Tenant, its agents, employees and invitees;
- B) make all necessary replacements of and repairs and maintenance to the interior, exterior and structural portions of the Supermarket Building, Tenant's site improvements and Premises, including, but not limited to the Supermarket Building's roof and flashings, walls, parapets, canopies, exterior doors, signs, exterior lights, exterior railings, recessed loading docks, dock retaining walls, sidewalks, loading dock stairs and to repaint all exterior painted portions of said improvements when and as reasonably necessary, however, Tenant may assert claims for defects in the design and construction of its Premises against its appropriate design professional or contractor.
- C) provide (i) replacement and (ii) ordinary maintenance and repairs for the heating equipment, air-conditioning and ventilating equipment such as cleaning, lubricating and adjusting and replacing belts, fastening filters, adding refrigerant gas, adjusting and maintaining pilot assemblies and motor controls incidental to such maintenance, and repairing and replacing heat exchangers, blower coils and compressors.
- D) pay utility bills for all water, telecommunications, fuel, gas, telephone, sanitary sewer, if any, and electricity used by it;
- E) remove graffiti, control litter on a regular basis during each day the Shopping Center is operating and replace all plate glass broken or damaged during the Term;
- F) make all interior repairs, maintenance and painting, to maintain the interior and exterior of the Supermarket Building in a first-class condition;

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G) control its shopping carts on a regular basis during each day that the Premises is operating for business; and

H) perform all repairs and maintenance to the Supermarket Building and Premises Improvements, including all repairs and improvements resulting from defects in their initial design and construction; however, Tenant may assert claims for defects in the design and construction at the Premises against its appropriate design professional or contractor.

Section 6.2. Landlord's Obligations. With respect to the Shopping Center Improvements and any subsequent improvements to the Shopping Center made by Landlord, specifically excluding the Supermarket Building, except as provided in this Section 6.2(F), or Premises Improvements, Landlord agrees at its sole cost and expense to promptly:

A) make all repairs necessitated by the negligence of Landlord, its agents, employees, invitees, or other tenant invitees of the Shopping Center;

B) make all necessary replacements of and repairs and maintenance to the exterior and structural portions of the Shopping Center and Landlord's site improvements including, but not limited to the roof, flashings, walls, parapets, canopies, exterior doors, exterior lights, exterior railings, loading docks, dock retaining walls, paving, landscaping, entry drives, underground utilities, sidewalks and to repaint all exterior painted portions of said Shopping Center Improvements when and as reasonably necessary;

C) pay Common Area (as defined in Section 7.1 herein) utility bills for all water, fuel, gas, telephone, parking lot lights, sanitary sewer, if any;

D) remove graffiti and control litter on a regular basis during each day the Shopping Center is operating, replace all plate glass broken or damaged;

E) perform all repairs and maintenance to the Shopping Center Improvements, including all repairs and improvements resulting from defects in their initial design and construction;

F) assist Tenant by acting in good faith to procure a liquor license for Tenant during Landlord's negotiations and involvement with municipality.

Section 6.3. Permits and Fees. Landlord shall pay all utility, driveway, permit and inspection fees relating to the Shopping Center Improvements imposed by governmental authorities, except those fees relating to Tenant's business, Tenant's utility meters, meter fees, or utility tap in fees, Premises Improvements, Supermarket Building, site related improvements to the Supermarket Building and beyond those to be provided by Landlord pursuant to Exhibit F and exterior signs of Tenant and its subtenants or Premises Improvement construction related fees or permits.

Section 6.4. Performance. All maintenance, alterations, repairs and replacements to the Shopping Center Improvements and the Supermarket Building and Premises Improvements shall be begun and completed within a reasonable time by the Landlord and Tenant, respectively. If Landlord or Tenant fail to maintain or make any required alteration, repair, maintenance or restoration or to pay any permit, fee or charge required to be paid by Landlord or Tenant hereunder within a reasonable time after notice, Landlord or Tenant may do so (except that in case of emergency prior notice need not be given), and Landlord or Tenant shall within ten (10) days after written notice pay to Landlord or Tenant the amount incurred in doing so. If Landlord or Tenant fail to pay, Landlord or Tenant may initiate suit.

Section 7

COMMON AREAS AND CHARGES

Section 7.1. Common Areas. The sidewalks, driveways, parking areas, aisles and driveways for automobile or truck ingress and egress to and from the Shopping Center designed for use by all tenants of the Shopping Center including temporary truck access roads, if required, as shown on the Preliminary Site Plan and Site Plan Area Allocations, are herein together referred to as the "Common Areas."

Section 7.2. Tenant's and Landlord's Right to Use. Tenant and Landlord hereby grant to each other, their employees, customers, agents and invitees, without charge, a non-exclusive easement for the Term of this Lease for the free and unrestricted use, in common with others having business in the Shopping Center, of all of the Common Areas.

Section 7.3. Maintenance of Common Areas. Subject to Sections 6.1 and 6.2, Landlord agrees, at its own expense (except to the extent of Tenant's reimbursement obligations set forth herein), to operate and maintain the Common Areas and keep the same in good and first-class condition and repair. Such operations and maintenance shall include, but not be limited to (a) keeping the Common Areas lighted during hours of darkness when stores within the Shopping Center are open for business and for at least ninety (90) minutes after stores are closed for business; (b) sweeping, gardening, providing janitorial services and snow removal for the Common Areas; (c) repairing and replacing asphalt paving, parking lot bumpers, bumper posts, if any, underground utility conduits and systems serving more than one store (except to the extent such repairs are the responsibility of a public utility or individual), striping, restriping, providing light bulbs, light standards, directional signs installed in accordance with good and first-class shopping center management practices, lighting systems, planters, landscaping, planting areas, landscaping sprinkler system, water, electrical and other utility services thereto; (d) acquiring (including creating a reasonable reserve therefore), maintaining and replacing machinery and equipment used in such operation, maintenance and repair; (e) employing personnel used in such operation, maintenance and repair, and providing unemployment insurance, workmen's compensation insurance and other employee costs to them; (f) providing guard service or traffic control guards on an "as needed" basis, or providing a police substation on the Premises for the Common Areas (specifically excluding the interior of the Supermarket Building or other tenant interiors within the Shopping Center) when stores within the Shopping Center are open for business either through direct employment or third parties; and (g) repairing, replacing, restoring and maintaining the Common Areas to eliminate potholes, pavement cavities and pools of water. Landlord agrees that all maintenance and repairs shall be done as quickly as possible and at such times and in such a manner as shall minimize any inconvenience to the business conducted in the Shopping Center and to delivery vehicles servicing such business, and further specifically agrees that all work in connection with striping, restriping, patching or paving of the parking areas shall not be done on Saturday, Sunday or holidays unless otherwise consented to in advance in writing by Tenant or unless such action is required to be carried out promptly for safety purposes. Notwithstanding the foregoing, Tenant shall have the right, absent Landlord's ability to act in a timely fashion to maintain the common areas as set forth in this Section 7.3, to provide ten (10) day notice to Landlord of Tenant's intent to complete such maintenance or repair. If, after the ten (10) day notice period has expired, Landlord has not completed or has not made arrangements to begin such maintenance or repairs, or has inadequately completed such maintenance or repair, Tenant may make such repair, as deemed necessary by the Tenant, and abate its common area maintenance charge by the costs of such maintenance or repair.

Section 7.4. Parking Minimums. The ratio of parking spaces to the gross floor area of the Shopping Center, specifically excluding all buildings on the Future Development Land depicted on the Preliminary

Site Plan, shall not be less than one (1) space for standard-size automobiles for each four hundred (400) square feet of gross first floor area of the Shopping Center. The Supermarket Building, regardless of future expansion, shall be included in the calculation of said ratio at sixty-five thousand (65,000) square feet. Notwithstanding the forgoing, Tenant shall have designated to it parking for no less than 400 standard sized automobiles within the Supermarket Building Pad as depicted on Exhibits A and A-1.

Section 7.5. Use of Common Areas.

A) Notwithstanding anything herein to the contrary, but subject to all governmental rules, regulations and ordinances, it is agreed that Tenant may utilize the sidewalks within the Premises for the sale of seasonal merchandise or services; provided, however, that such use shall not exceed four (4) months in the aggregate in any Lease Year. Tenant may erect or place temporary displays or structures (including, without limitation, garden centers, shopping cart corrals, Christmas tree sales areas and tents) within the Supermarket Building Pad which do not exceed aggregate 4,000 square feet in the aggregate of ground floor area or 16'-0" in maximum height during the aforementioned four month period, however, such displays or structures may not be less than 60'-0" from the perimeter of the Supermarket Building Pad depicted on Exhibits A and A-1. Tenant shall have the right to store Tenant's shopping carts on the sidewalks within the Premises, and if it so desires, to secure and lock the shopping carts to said sidewalk and/or Supermarket Building during non-business periods.

B) Subject to the rights granted to Tenant in Paragraph 7.5(A) and sidewalk sales and display of merchandise by tenants of the Shopping Center which Landlord may permit from time to time, Landlord shall not use or permit the use of the Common Areas for any purpose other than pedestrian movement and the parking and passage of motor vehicles. Landlord and Tenant shall prohibit commercial truck parking in the Common Areas. However, Tenant and Landlord agree that, from time to time, certain delivery truck traffic may be temporarily staged in the customer parking area of the Common Areas. In such instances, Tenant will act in good faith to relocate such standing vehicles to loading areas to the rear of the Supermarket Building. Landlord shall not permit the Common Areas to be used for parking or any other purpose by any occupant or occupants of adjacent or contiguous property to the Shopping Center (which includes property which would be adjacent to the Common Area but for any intervening road, street, highway or waterway) or by customers or invitees of such occupant or occupants.

Section 7.6. Common Area Maintenance Costs. It is agreed that:

A) "Common Area Maintenance Costs" shall mean the reasonable and direct costs for the operation, maintenance and repair of the Common Areas, including, but not limited to periodic restriping and seal coating of the parking areas, patching of potholes in parking areas, exterior lighting (including canopy lighting and replacements thereof when such lighting of Tenant's and other tenants' canopies are connected to Common Area lighting of the Shopping Center), exterior cleaning, graffiti removal, Tenant and Common Area snow removal (including salting of parking areas and sidewalks), landscaping, Common Area scavenger service (specifically excluding Tenant and other tenants of the Shopping Center) and Common Area extermination service (specifically excluding Tenant and other tenants of the Shopping Center), guard service or traffic control personnel, when stores within the Shopping Center are open for business, whether directly employed by the Landlord or supplied by a third party, liability insurance and the cost of retaining real estate tax counsel, provided that all fees or contracts, the cost of which are to be included in Common Area Maintenance Costs, must be competitively priced, and provided, further, that the Common Area Maintenance Costs shall not include any costs related to any interior areas or any administration costs of Landlord, other than the Property Management Fee.

B) Tenant agrees to pay on a monthly basis, in advance, an estimated share of the Tenant's Common Area Maintenance Costs (the "Tenant's Common Area Maintenance Costs"). The actual amount of Tenant's Common Area Maintenance Costs shall be calculated quarterly by multiplying the total Common Area Maintenance Costs by a fraction ("Tenant's Proportionate Share"), the numerator of which shall be the Supermarket Building Floor Area and the denominator of which shall be the total number of square feet of all of the floors, except mezzanines, of all of the buildings to be constructed or constructed from time to time in the Shopping Center, including the Supermarket Building Floor Area and excluding buildings constructed on the Future Development Land.

C) Tenant's Common Area Maintenance Costs shall begin on the Commencement Date.

D) Landlord shall submit to Tenant (i) a quarterly detailed statement on March 31st, June 30th, September 30th and December 31st of each year of the Term stating the actual amount of Tenant's Common Area Maintenance Costs and (ii) a final statement of Tenant's Common Area Maintenance Costs within sixty (60) days following the end of the Term, certified by Landlord to be accurate in all material respects, together with a computation of Tenant's Common Area Maintenance Costs. Tenant shall pay to Landlord, within twenty (20) days of Tenant's receipt of each such statement, the full amount of the difference, if any, between the estimated common area maintenance costs and monthly payments, and the amount shown due from Tenant. In the event such statements state that the aggregate of Tenant's estimated payments in the reported period exceed the amount owed, such excess shall be credited to the next monthly payment or payments in the immediately following period and, in the case of the final statement provided at the end of the Term, any amount owed to Tenant shall be paid by Landlord with such statement.

E) Landlord shall keep or cause to be kept, and Tenant may inspect at any reasonable time, full and complete records of the Common Area Maintenance Costs. If Tenant does not object in writing to any statement within six (6) months after the receipt thereof by Tenant, the same shall conclusively be deemed correct and accepted by Tenant, in the absence of fraud.

Section 8

USE, ALTERATIONS AND FIXTURES

Section 8.1. Use and Zoning. Tenant shall be permitted to use the Premises subject to the provisions of this Section 8. Landlord's legal counsel for zoning matters shall supply Tenant with written verification that the Premises and Shopping Center are properly zoned to operate a supermarket and ancillary services and Shopping Center in accordance with custom and use similar to other Chicago area shopping centers with supermarkets similar to the supermarkets operated by SVT, LLC, commonly known as "Ultra", "Strack and Van Til", or "Town and Country" stores.

Section 8.2. Continuous Operation. Tenant shall initially open a full service supermarket within the Premises and shall continuously operate during Tenant's customary business hours of other shopping centers in which it is a tenant operate a full service supermarket within the Premises for a period ending on the sixth anniversary of the Commencement Date.

Section 8.3. Deliveries. The Tenant and/or its suppliers and personnel, shall have access by semi-trailer trucks or other delivery vehicles from adjacent streets and the driveway areas east and north of the Premises.

Section 8.4. Exclusive and Non-Exclusive Uses.

A) Landlord and Tenant shall not, directly or indirectly, lease, use or permit to be used or occupied any property within a radius of one (1) mile of the Shopping Center, other than the Premises, in which Landlord or any affiliate of Landlord shall directly or indirectly have any interest for the purpose of (i) a retail food store or supermarket larger than eighteen thousand (18,000) square feet, or (ii) the sale of fresh or frozen meats, poultry, fish or produce, or over-the-counter delicatessen items, or (iii) the operation of a catering business, or (iv) the sale of alcoholic liquors in package form including, without limitation, beer, wine and ale.

B) Landlord shall not, directly or indirectly, lease, use or permit to be used or occupied any part of the Shopping Center and Future Development Land for the purpose of (i) a retail food store or supermarket; (ii) the sale of fresh or frozen meats, poultry, fish and produce; (iii) bakery products other than those sold by Starbucks, Einstein Bagels, Dunk N Donuts or a market equivalent, if any; (iv) over-the-counter delicatessen items except those sold by Subway, Pizza Hut, Domino's Pizza or their market equivalent; and (v) cigarette store. Tenant agrees that any retail facility greater than eighty thousand (80,000) square feet of first floor area operating in the Shopping Center shall be entitled to sell groceries such as, dairy products, paper products including, paper towels, toilet paper, kleenex, facial tissues, paper plates, plastics wraps and plastics, feminine hygiene products, pesticides, diapers, baby foods, formula, pet foods and supplies, water, soda, beverages, mixes, alcoholic beverages, cigarettes, laundry detergents and supplies, and other soaps, for on and off site consumption, but limited to no more than ten thousand (10,000) square feet in the aggregate dedicated to retail sales so long as such occupant does not sell refrigerated or frozen products, meats or delicatessen products, produce or bakery products (excluding commercially prepackaged bakery products). Tenant shall permit the Landlord to develop Outlot Number One and Outlot Number Two and Future Development Land, all as depicted via Exhibit A, herein, with fast food restaurants, sit down restaurants, drugstores such as those operated by Walgreen's and other retail stores not in conflict with this Section 8 or Exhibit H. Notwithstanding the forgoing, any other tenant of the Shopping Center and the Future Development Land shall agree in its lease or operating agreement not to operate or permit any leasehold assignees or subtenants to operate a grocery store, Supermarket, convenient store, or retail operation engaging in the sale of refrigerated food products, frozen food products, produce, bakery products (excluding commercially prepackaged bakery products), meats or delicatessen products in the Shopping Center or Future Development Land ordinarily sold by Tenant.

C) Except for those items specifically limited or prohibited in this Section 8, or Exhibit H, Landlord covenants that Tenant shall not be prevented from or restricted in the retail selling of any merchandise or rendering of any services on the Premises which are from time to time commonly sold or rendered in conventional and warehouse supermarket stores because of any restriction, covenant, lease or agreement entered into by Landlord. Landlord hereby represents and warrants that no lease heretofore executed by Landlord with another tenant for space in the Shopping Center contains an exclusivity clause which would prevent the sale of merchandise or services by Tenant as contemplated in this Section 8.

D) Tenant shall have a right of first refusal to purchase Outlet Number Two for the fair market value of Outlet Number Two for twenty-four (24) months after the execution of this Lease. During said twenty-four (24) month period, if a bonafide offer is presented to Landlord, Landlord shall deliver a copy of such offer to Tenant and Tenant shall have 30 days from receipt of such offer, to exercise its right to purchase and accept and match the terms of the bonafide offer to purchase.

Section 8.5. Landlord's Alterations. Landlord, at its sole expense, from time to time, shall make alterations, improvements or additions to the Shopping Center, not including the Premises, that may be

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required on account of any existing or future tenant or laws, ordinances or regulations of lawful authority. If, because of any activity described in the immediately preceding sentence, Tenant is deprived of the use of the Premises for reasons other than normal and customary maintenance and repairs, including but not limited to driveway repairs, replacement or modification, parking lot replacement or repairs, the rents and other charges to be paid by Tenant hereunder shall abate during the period of such deprivation unless included within the Tenant's business income insurance set forth in Section 9. All alterations, improvements or additions to the Premises as may be required solely by reason of the nature of Tenant's business or any existing or future laws, ordinances or regulations of lawful authority shall be made by the Tenant at its sole expense.

Section 8.6. Tenant's Additions and Alterations. Tenant may at its sole expense from time to time make any additions, alterations, changes or improvements, including structural changes in, on and to the Premises which it may deem necessary or desirable, provided such alterations, changes or improvements shall not reduce the value of the Premises, are consistent with the design of the Shopping Center and (with respect to exterior alterations, changes and improvements only) are approved in writing by the Landlord's lender, if required. Tenant acknowledges and agrees that it shall not increase the size of the Supermarket Building with the exception of expanding, subject to municipal approvals, into the parking area immediately adjacent to its north and east walls so long as such expansion does not (a) increase the Supermarket Building floor area in excess of ninety thousand square feet (90,000) or (b) prevent the reasonable passage of delivery vehicles, including semi trucks, to the Retail Anchor. Said expansion shall not occur beyond the east line of the Laflin street right-of-way prior to its vacation, as extended into the Land. Tenant shall not be required to, but may, remove any such alterations, changes or improvements at any time before or within thirty (30) days following the termination of this Lease by lapse of time or otherwise, provided Tenant shall repair any damage caused by such removal in a workmanlike manner and in accordance with all existing laws and ordinances in effect at the time of removal.

Section 8.7. Liens. Tenant shall keep the Premises free from any mechanics' or materialmen's liens for any labor or material furnished Tenant in connection with the Premises, except that Tenant shall have the right to contest the validity or amount of any such lien. Tenant agrees to provide a cash bond or other security within fourteen (14) days as may reasonably be required by the Landlord's title insurance company or lender if mechanic's or materialmen's liens are incurred related to the Premises.

Section 8.8. Fixtures. Any fixtures, equipment, signs or other property, however attached to or incorporated in the Premises belonging to Tenant or its subtenants or licensees, are to be and remain their property, and Tenant shall remove them before or within thirty (30) days following the termination of the Lease by lapse of time or otherwise. Tenant shall repair any damage caused by such removal in a workmanlike manner in accordance with all existing laws and ordinances in effect at the time of removal.

Section 8.9. Signs. Tenant shall have the exclusive right to place at least 2 signs and advertisements on the Premises in accordance with Exhibit I or as approved in writing by Landlord in its reasonable discretion. Tenant shall have the right to construct, at its sole cost and expense in conjunction with other tenants of the Shopping Center, a pylon sign at the two locations shown on Exhibit A hereto, the design of which shall be subject to Landlord's reasonable review and approval. Landlord's only obligation with respect to a future pylon sign shall be to supply an electrical stub at the pylon signs' future locations.

Section 9

PROPERTY INSURANCE, RESTORATION AND BUSINESS INTERRUPTION INSURANCE

Section 9.1. Property Insurance. Landlord, as to all insurable improvements of the Shopping Center, and Tenant as to its (i) Supermarket Building, Premises Improvements and leasehold improvements, (ii) trade fixtures, (iii) merchandise, (iv) equipment, (v) plate glass, (vi) building and signs, and (vii) other personal property on the Premises, each agrees to carry, at all times during the Term, "special causes of loss" insurance, including, without limitation, fire, explosion, sprinkler leakage, vandalism, malicious mischief and extended coverage, in an amount and form so that the proceeds thereof are sufficient to provide for actual replacement in full of their respective improvements and other property. The cost of the property insurance for the Shopping Center shall not be included in Common Area Maintenance Costs for the Premises. The cost of the "special causes of loss" insurance for the Supermarket Building, Premises Improvements and Tenant's leasehold improvements, trade fixtures, merchandise, equipment, plate glass, signs and other personal property shall also not be included in Common Area Maintenance Costs and shall be the Tenant's sole responsibility.

Section 9.2. Mutual Release and Waiver of Subrogation Rights. Notwithstanding any contrary or inconsistent term or provision of this Lease, each party hereto releases the other from liability for, and waives all rights of recovery against the other party arising from any loss or damage to property which is required to be insured pursuant to Section 9.1, and each party agrees to have all property damage insurance which it may carry endorsed with a clause providing that this release from liability and waiver of rights of recovery from the other party shall not affect the validity of said policy or the rights of the insured to recover thereunder. Each party covenants that it shall obtain for the benefit of the other party a waiver of any right of subrogation which the insurer of such party might otherwise acquire against the other party by virtue of the payment of any such loss covered by such insurance. The indemnities set forth elsewhere herein shall not apply to rights waived under this Section 9.2.

Section 9.3. Premises Restoration. If the Premises are damaged or destroyed by fire or other casualty, the Premises shall be restored and/or repaired by Tenant at Tenant's sole cost and expense so long as a preponderance of evidence does not exist that the Premises are destroyed due to Landlord's gross negligence or willful misconduct. In such case, the Landlord shall have the immediate obligation to repair and replace the Premises. Tenant shall accomplish the repairs with all reasonable dispatch, but in no event shall such repairs be started later than three (3) months after the date of the damage or destruction or completed later than twelve (12) months from the date of the damage or destruction, subject to Section 17.12 herein. Tenant shall resume the operation of its business immediately after completion of the restoration of the Premises. It is agreed that the proceeds applicable to a fire or other casualty shall be applied by Landlord and Tenant, if applicable, against all hard and soft costs of reconstruction. Tenant shall be responsible for all costs of rebuilding in excess of insurance proceeds received including the payment of rent, Common Area Maintenance Costs and real estate taxes during the reconstruction period. Any insurance proceeds not required to reconstruct the Premises equivalent to its initial construction shall belong to Tenant.

Section 9.4. Last Two Years. If (i) ninety percent or more of the Supermarket Building and Premises Improvements are damaged or destroyed during the last two (2) Lease Years of the original Term prior to the last day by which Tenant may exercise an Extension Option to extend the then current Term or during an Extension Option, and (ii) the cost of repairing or restoring said improvements as required by Section 9.3 exceeds twice the Base Rent to be paid in such Lease Year, then Tenant shall have the option to: (i) extend the then current Term by exercising an Extension Option to extend the Term for five (5) Lease

Years; (ii) terminate this Lease, and continue paying rent through the then existing Term of the Lease. Such Extension Option or notice to continue with the then current Term of the Lease shall be exercised by Tenant giving notice thereof to Landlord within ninety (90) days after such damage or destruction. In the absence of such 90 day notice exercising said Extension Option, or continuing the current Term of the Lease, this Lease shall terminate sixty (60) days following the date of expiration of the notice period. Any notice by Tenant exercising said Extension Option shall be effective notwithstanding the fact that the last day by which Tenant otherwise had to exercise said Extension Option occurs subsequent to the date of such damage or destruction.

Section 9.5. Failure to Restore. Subject to Section 17.12, if Tenant fails to begin or complete the repairs or restoration of the Supermarket Building and Premises Improvements within the times and in the manner provided for in this Section 9, then Landlord may, in addition to any other remedies it may have, (i) terminate this Lease by notice in writing to Tenant at any time prior to said beginning or completion, of the Supermarket Building and Premises Improvement's restoration, as the case may be, or (ii) after thirty (30) day notice to Tenant of Landlord's intention that Landlord may perform said repairs or restoration or so much of them as it deems necessary or desirable provided Landlord uses reasonable efforts to minimize the costs of said repairs or restoration, and upon demand Tenant shall pay to Landlord a sum equal to the costs incurred by Landlord in connection therewith. In any event, Tenant shall pay rent as required under Section 3, utilizing the business income insurance provided in Section 9.6. If Tenant fails to pay said costs to Landlord on or before the tenth (10th) business day following said demand, Landlord may sue Tenant to recoup said costs together with interest thereon at the rate of the prime rate as published in the *Wall Street Journal* from time to time plus five percent (5%) interest per annum as Landlord's sole and exclusive remedy.

Section 9.6 Business Interruption Insurance. Tenant shall at its sole cost maintain business interruption insurance in amounts sufficient to pay the Base Rent, average of the prior two (2) years Percentage Rent, if any, Common Area Maintenance charges, real estate taxes and any other financial obligations required by the Lease. Said insurance shall be in full force and effect during the Term of the Lease and shall name the Landlord and Landlord's lender as additional insured. Tenant shall deliver certificate or memoranda of such policies of insurance to Landlord and such policy shall provide that additional insureds be given thirty (30) days written notice of any reduction, cancellation or non-renewal of coverage afforded the additional insured parties.

Section 10

EMINENT DOMAIN

Section 10.1. Total. If the entire Premises is taken under the power of eminent domain, this Lease shall terminate on the date Tenant is deprived of possession pursuant to such taking.

Section 10.2. Partial If under the power of eminent domain, (a) seven percent (7%) of the Supermarket Building; (b) any part of the loading areas accessory to the Supermarket Building; (c) a total of fifteen percent (15%) or more of the entire land area of the Supermarket Building Pad; (d) fifteen percent (15%) or more of the Common Areas; or (e) fifty (50) or more parking spaces shown on Exhibit A, are taken by one or more takings and such takings materially impair the operation of the Premises as a supermarket, then Tenant may terminate this Lease by giving Landlord no less than ten (10) days' written notice thereof at any time after the date of such taking and before the expiration of forty-five (45) days from the date Tenant

is deprived of its right to use such portion of the Premises pursuant to such taking and the Lease shall terminate on the 10th day after the date of such notice.

Section 10.3. Restoration. If a portion of the Premises or the Shopping Center is so taken and this Lease is not terminated therefor, the remainder of the Premises shall be restored by Tenant or Landlord, as applicable, as soon as possible, to an architecturally compatible unit.

Section 10.4. Rent Abatement. In the event of any such partial taking, all rents and other charges payable by Tenant hereunder shall be reduced from and after the date Tenant is deprived of possession of such portion of the Premises equitably, considering the loss of sales, loss of floor space, lost utility of loading docks, driveways, access points for trucks and other factors that either decrease sales or increase costs to the Tenant. In addition, if any such taking results in the suspension of the business in the Premises, all rents and other charges payable by Tenant hereunder shall abate from the date of such suspension of business until the earlier of (i) the date such business is resumed, or (ii) the date sixty (60) days following the substantial completion of said restoration by Landlord or Tenant, as the case may.

Section 10.5. Settlement. For the purpose of this Section 10 a taking under the power of eminent domain shall include conveyances or dedications made in settlement of or in lieu of condemnation proceedings.

Section 10.6. Allocation of Awards. All awards arising from a total or partial taking of the Premises, of Tenant's leasehold estate or a taking for temporary use shall be allocated as follows: first, to the satisfaction of existing mortgage indebtedness; and second, to Landlord and Tenant in the proportion that respective interests in the Premises, considering Tenant's lost profits. Tenant shall have the right to make a separate claim in condemnation proceedings for its economic losses, including but not limited to the value of its trade fixtures, removal expenses, leasehold improvements, diminution of inventory value, severance pay, loss of shared advertising and administrative contributions, and relocation expenses.

Section 11

LIABILITY INSURANCE

Section 11.1. Landlord's Liability Insurance. Landlord, as part of Common Area Maintenance Costs, shall provide and maintain, prior to the commencement of the construction of the Shopping Center required by this Lease and during the Term, a policy or policies of commercial general liability insurance, with minimum limits of Three Million Dollars (\$3,000,000) combined single limit with respect to personal injury or death; provided that such limits of liability shall be increased at the discretion of Tenant if, in Tenant's reasonable judgment, pursuant to a review undertaken by Tenant or its agents no more often than every three (3) years, increased limits are required to protect Landlord and Tenant against exposure for claims covered thereby, which policy or policies shall:

- A) be written by responsible insurance companies acceptable to Tenant;
- B) provide that such policy or policies shall not be canceled or modified by the insurer without first giving Tenant at least thirty (30) days' prior written notice;
- C) insure Landlord and Tenant on account of any loss arising from injury or death to persons or damage or destruction to property caused by or related to or occurring on (i) any construction or

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reconstruction that Landlord may perform or may have performed in connection with the Shopping Center, including the Supermarket Building Pad, if applicable: (ii) the Common Areas; and (iii) any act or omission of Landlord, its agents, employees, licensee, invitees or contractors on any portion of the Shopping Center, including the Supermarket Building Pad;

- D) name as insureds Landlord, Landlord's lender and Tenant (and its permitted sublessees) as additional insureds;
- E) insure Landlord's agreement to indemnify, defend and hold harmless Tenant from all claims and damages arising from maintenance, remodeling, construction and reconstruction undertaken by Landlord during the Term;
- F) provide Tenant with evidence of Workers Compensation and Employers Liability coverage; and
- G) provide that all subcontractors of Landlord are insured.

Landlord shall deliver certificates or memoranda of such policies of insurance to Tenant. Notwithstanding the foregoing, if at anytime Landlord fails to procure such insurance as set forth herein, Tenant may purchase said insurance and set off the costs of said insurance against rent due to Landlord.

Section 11.2. Tenant's Liability Insurance. Tenant shall, at its own cost and expense, provide and maintain, during the Term for the mutual benefit of Landlord and Tenant, a policy or policies of commercial general liability insurance with respect to the Premises (which may be in the form of a blanket policy maintained by Tenant with respect to the Premises and other property owned or leased by Tenant), with minimum limits of no less than Three Million Dollars (\$3,000,000) combined single limit, with respect to personal injury, property damage or death arising out of any one occurrence, and, if Tenant shall sell or purvey alcoholic or intoxicating beverages at the Premises, so-called "dramshop insurance" with minimum limits of \$1,000,000, including loss of support, provided that said limits of liability shall be increased at the direction of Landlord if in Landlord's reasonable judgment, pursuant to a review undertaken by Landlord or its agents no more often than every three (3) years, increased limits are required to protect Landlord and Tenant against exposure for claims covered thereby, which policy or policies shall:

- A) name as insureds Tenant, Landlord and such other persons as Landlord or Tenant may designate;
- B) be written by a responsible insurance company acceptable to Landlord;
- C) provide that such policy or policies may not be canceled by the insurer without first giving Landlord at least thirty (30) days' prior written notice;
- D) insure Tenant's agreement to indemnify, defend and hold harmless Landlord from all claims and damages arising from maintenance remodeling, construction and reconstruction undertaken by Tenant during the Term; and
- E) provide Landlord with evidence of Workers Compensation and Employers Liability coverage. Tenant shall deliver certificates or memoranda of such policies of insurance to Landlord; provided that, if Tenant shall fail to provide and maintain such insurance, Landlord may, but shall not be obligated to, in addition to any other remedies provided for herein, cause such insurance to be issued covering Landlord, its managers, members, agents and employees and subtenants and Landlord shall have the right to add the premiums for the same to the Rent or other charges due or payable to Landlord hereunder until Landlord

has been fully reimbursed therefore, together with interest thereon at the prime rate as published in the *Wall Street Journal* from time to time, plus the sum of five percent (5%) per annum as Landlord's sole and exclusive remedy.

Section 11.3 Tenant Construction Liability Insurance. Tenant shall, prior to the commencement of any construction or reconstruction required by this Lease, procure and thereafter maintain a builders risk insurance policy on the Supermarket Building, its leasehold improvements, trade fixtures, and other personal property and a commercial general liability policy as specified in Section 11.2, covering their respective liabilities with respect to any construction or reconstruction that they may perform or have performed in, upon or in connection with the Premises, which insurance shall be in a form and with limits reasonably acceptable to the Landlord and its construction lender and shall name the Landlord and mortgagee(s), including their officers, agents and employees, as additional insureds and shall contain a clause that the insurer will not cancel or change said policy or policies without first giving the other thirty (30) days' prior written notice. Tenant shall furnish Landlord with copies of said policy or policies, or certificates or memoranda thereof. Further, Landlord shall provide Builder's risk insurance for the Supermarket Pad and Subsequent Phase and Future Development Land, naming SVT, LLC as additional insured.

Section 11.4. Indemnities. Each party hereby agrees to indemnify and save the other party hereto harmless from and against any and all claims, actions, damages, liability and expense (including reasonable attorneys' fees) in connection with loss of life, personal injury or damage to property, or any of them, in or about the Shopping Center, occasioned wholly or in part by any act or omission of such party, or its tenants (or their subtenants), agents, contractors or employees.

Section 12

TITLE AND POSSESSION

Section 12.1. Quiet Enjoyment. Landlord covenants that Tenant shall peaceably and quietly occupy and enjoy the full possession and use of the Premises as herein provided. Further, as set forth in Sections 5.3, 12.3 and 12.5 and Agreement of Subordination, Non Disturbance and Attornment shall be executed in favor of Tenant.

Section 12.2. Permitted Uses, Exclusive Uses. Subject to Landlord's approval, which shall not be unreasonably withheld, Tenant may at any time or from time to time sublease the whole or any part of the Premises for any lawful purpose, consistent with Section 8. If an assignment or a subletting of the entire Premises is for a use which increases the hazard insurance premium on the Premises, Tenant shall reimburse Landlord therefore upon being furnished with reasonable evidence of such increase.

Section 12.3. Title Evidence and Memorandum of Lease. Landlord represents and warrants that, the Premises shall be subject only to a land, construction or permanent loan and any financing described in this Section 12.3 for which the Agreement of Subordination, Non-Disturbance and Attornment (Exhibit J) has been delivered to and executed by Landlord, Tenant and Lender, current taxes not past due, utility easements not conflicting with the rights herein granted to Tenant, and such other customary title conditions, provided, however, that they shall not interfere with the construction and operation of a supermarket on the Premises and the matters set forth on Exhibit K hereto (the "Permitted Exceptions"). Landlord shall promptly record and/or file a Memorandum of the Lease in such place or places in the county wherein the Shopping Center, including the Premises, are situated as are provided for the recording

and/or filing of deeds, including the appropriate place for filing deeds with respect to property subject to any so-called Torrens systems or other title registration system, if all or any part of the Shopping Center, including the Premises, is registered thereunder. Landlord shall deliver a Leasehold title insurance policy to Tenant insuring Tenant's leasehold interest, subject only to: (i) construction or land loan(s); and (ii) Permitted Exceptions (Exhibit K). The Agreement of Subordination, Non-Disturbance and Attornment included herein as Exhibit J has been approved and executed by Landlord and Tenant and shall be recorded and/or filed in the same place or places as the Memorandum after opening of the Landlord's construction loan and execution by the Landlord's lender which shall not be later than April 30, 2001. Landlord shall furnish to Tenant evidence reasonably satisfactory to Tenant that title to the Premises and Shopping Center Land is as herein represented as of the date of recording and/or filing the Memorandum, and if Tenant is not furnished with such evidence of title, and evidence of recording and/or filing of the Memorandum vis-a-vis the Leasehold title insurance policy; and the Agreement of Subordination, Non-Disturbance and Attornment on or before April 30, 2001, Tenant may terminate this Lease by notice to Landlord at any time after April 30, 2001. Notwithstanding the immediately preceding sentence, if the Agreement of Subordination, Non-Disturbance and Attornment is delivered to Tenant within thirty (30) days after Tenant's delivery of the notice to terminate, then such right of Tenant shall be extinguished.

Section 12.4. Subordination. Tenant agrees to subordinate and attorn this Lease to the holder of any deed of trust, trust deed or mortgage under the terms of any such deed of trust, trust deed, or mortgage which may hereafter be placed on the Premises in accordance with the Agreement of Subordination, Non-Disturbance and Attornment, provided that Landlord shall obtain a counterpart of such document executed by the other parties and deliver it to Tenant.

Section 12.5 Non-Disturbance. Landlord shall require the Premises interest holders with a right to foreclosure to enter into the Agreement of Subordination, Non-Disturbance and Attornment, as set forth in Exhibit J for the benefit of the Tenant or such other document as required by a holder of any deed of trust, trust deed or mortgage under the terms of any such deed of trust, trust deed, or mortgage which may hereafter be placed on the Premises.

Section 13

TAXES

Section 13.1. Taxes. Except as hereinafter provided, Tenant shall pay as additional rent the real estate taxes applicable to the Premises for all periods during the Lease beginning 330 days after completion of the Supermarket Building Pad by the Landlord and written acceptance by the Tenant, subject to the following sentence. The amount of such taxes for the calendar years during which the Term begins and ends shall be adjusted pro rata between Landlord and Tenant on the basis of the number of days of the Term falling within said tax years. Provided Landlord forwards all tax bills for real estate taxes applicable to the Premises to Tenant not less than fifteen (15) days prior to any period of delinquency, Tenant shall pay all of such taxes directly to the appropriate tax collecting authority and shall provide Landlord with a copy of the receipted tax bill evidencing payment on or before two (2) months after the payment date. To the extent that the real estate taxes applicable to the Premises are not separate from the real estate taxes applicable to the Shopping Center, then Landlord shall pay said taxes for which Tenant is responsible after receipt by Landlord of Tenant's pro rata share for the Supermarket Building. Tenant's share of real estate taxes shall be calculated by multiplying the total amount of said taxes by Tenant's Proportionate Share of the taxes on the buildings within the Shopping Center plus a share of the real estate taxes equal to the Supermarket Building Pad's (or Building, as the case may be) percentage of the Shopping Center's land exclusive of the Future Development Land. As such, the property tax on the parking lot(s) shall be paid

by the Landlord and billed to Tenant through the monthly common area maintenance charges. Tenant shall provide Landlord a check payable to the appropriate real estate taxing authority within fourteen (14) days following receipt of Landlord's notice to Tenant of its proportionate share of real estate taxes. Landlord agrees to retain tax counsel acceptable to Tenant, which acceptance shall not be unreasonably withheld, for the purpose of evaluating and contesting the validity of any and all tax bills or assessments pertaining in whole or in part to the Premises, and the cost of said tax counsel and their required consultants, if any, shall be included in Common Area Maintenance Costs. Tenant agrees to be bound by the outcome of tax contests prosecuted by said tax counsel. If any rebate of taxes is made, the rebate shall be retained by or paid to Tenant in proportion to the amount of such taxes to which the rebate relates which Tenant has paid. Landlord shall promptly forward to Tenant copies of all applicable notices of assessment, tax bills and other matters relating to the taxes or assessments applicable to the Premises to the end that Tenant is not prejudiced in exercising the rights granted herein.

Section 14

SPECIAL PROVISIONS

Section 14.1. Irrevocable Offer. Tenant has executed and delivered six (6) copies of this Lease to Landlord and such execution and delivery constitutes an irrevocable offer to lease upon the terms stated herein until fourteen (14) days following the date of this Lease. Landlord may accept such offer by executing and delivering three (3) copies of this Lease executed by the Landlord's land trust and/or both Messrs. DiLorenzo and Wagner as managers at Raceway Central, LLC to Tenant on or before the day which is fourteen (14) days following the date of this Lease. Failure by Landlord to deliver this Lease as required in the immediately preceding sentence shall be deemed a rejection of this Lease.

Section 15

DEFAULT

Section 15.1. Default. Any of the following shall constitute an event of default under this Lease:

A) If any rent is due and remains unpaid for ten (10) days after receipt of written notice from Landlord (Landlord shall not be required to give such notice more than twice in any Lease Year), or if Tenant breaches any of the other covenants of this Lease, and if such other breach continues for thirty (30) days after receipt of written notice from Landlord (or such longer period as may be reasonably required to effect a cure thereof), Landlord shall then, but not until then, have the right to sue for rent or terminate this Lease and re-enter the Premises, except that if Tenant shall pay said rent within said ten (10) business days, or in good faith within said thirty (30) days commence to correct such other breach and diligently proceed therewith, then Landlord shall not have the right to terminate this Lease.

B) Tenant shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to any present or future federal or state bankruptcy law or under any similar federal or state law, or shall be adjudicated as bankrupt or insolvent, or if a petition or answer proposing the adjudication of Tenant as bankrupt or its reorganization under any present or future federal or state bankruptcy law or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof.

C) Failure by Landlord or Tenant to fully perform their respective duties and obligations under this Lease within the time periods prescribed herein and when such periods are not prescribed, then, promptly

with time of the essence. However, Tenant's or Landlord's undertaking, in good faith, within 30 days notice of non payment default shall prevent Landlord or Tenant from terminating this Lease for such default.

Section 16

ENVIRONMENTAL MATTERS AND DESIGN AND CONSTRUCTION STANDARDS

The following terms shall have the meanings ascribed to them hereinbelow regarding environmental matters addressed in this Section 16:

- A) "Claim" shall mean and include any demand, cause of action, proceeding or suit (i) for damages (actual, consequential or punitive), losses, injuries to person or property, damages to natural resources, fines, penalties, interest, contribution or settlement, or (ii) for the costs of site investigations, feasibility studies, information requests, health or risk assessments or response actions, and (iii) for enforcing insurance, contribution or indemnification agreements.
- B) "Environmental Law" shall mean and include all federal, state and local statutes, ordinances, regulations, and rules relating to environmental quality, health, safety, contamination and clean-up, including, without limitation, the Clean Air Act, 42 U.S.C. Section 7401 et seq.; the Clean Water Act, 33 U.S.C. Section 1251 et seq.; and the Water Quality Act of 1987; the Federal Insecticide, Fungicide, and Rodenticide Act ("FIFRA") 7 U.S.C. Section 136 et seq.; the Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. Section 1401 et seq.; the National Environmental Policy Act, 42 U.S.C. Section 4321 et seq.; the Noise Control Act, 42 U.S.C. Section 4901 et seq.; the Occupational Safety and Health Act, 29 U.S.C. Section 651 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Section 6901 et seq.; as amended by the Hazardous and Solid Waste Amendments of 1984; the Safe Drinking Water Act, 42 U.S.C. Section 300f et seq.; the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq.; as amended by the Superfund Amendments and Reauthorization Act, the Emergency Planning and Community Right-to-Know Act, and Radon Gas and Indoor Air Quality Research Act; the Toxic Substances Control Act ("TSCA"), 15 U.S.C. Section 2601 et seq.; the Atomic Energy Act, 42 U.S.C. Section 2011 et seq.; the Nuclear Waste Policy Act of 1982, 42 U.S.C. Section 10101 et seq.; the Environmental Protection Act of Illinois ("IEPA") 415 ILCS 5/1 et seq.; and state superlien and environmental clean-up statutes, with implementing regulations and guidelines. Environmental Laws shall also include all state, regional, county, municipal and other local laws, regulations and ordinances insofar as they are equivalent or similar to the federal laws recited above or purport to regulate Hazardous Materials and common law doctrines of nuisance and waste,
- C) "Hazardous Materials" shall mean and include the following, including mixtures thereof (not excluding materials customarily used or sold in connection with Tenant or any subtenants or any other person claiming by or through Tenant as part of ordinary supermarket operations): any hazardous substance, pollutant, contaminant, waste, by-product or constituent regulated under CERCLA; oil and petroleum products and natural gas, natural gas liquids, liquefied natural gas and synthetic gas usable for fuel; pesticides regulated under the FIFRA; asbestos and asbestos-containing materials, PCBs, and other substances regulated under the TSCA; source material, special nuclear material, by-product material and any other radioactive materials or radioactive wastes, however produced, regulated under the Atomic Energy Act or the Nuclear Waste Policy Act; chemicals subject to the OSHA Hazard Communication

Standard, 29 C.F.R. (1910.1200 et seq.; and industrial process and pollution control wastes whether or not hazardous within the meaning of RCRA.

D) "Manage" or "Management" means to generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend or burn for energy recovery; incinerate, accumulate speculatively, transport, transfer, dispose of or abandon Hazardous Materials.

E) "Release" or "Released" shall mean any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or disposing of Hazardous Materials into the environment, as "environment" is defined in CERCLA..

F) "Response" or "Respond" shall mean action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, ,investigate, assess or abate the Release of a Hazardous Material.

Landlord warrants and represents that, to the best of its knowledge:

A) The Supermarket Building Pad and Shopping Center Land have been operated and maintained in material compliance with all applicable Environmental Laws.

B) Landlord has not received, and does not know of any previous or current owner or operator of all or a portion of the Supermarket Building Pad and Shopping Center Land receiving, any summons, citation, directive, information inquiry or request, notice of potential responsibility, notice of violation or deficiency, order, Claim, complaint, investigation, judgment, letter, notice of environmental lien or response action in progress, or other communication, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, Illinois Environmental Protection Agency or other federal, state, or local agency or authority, or any other entity or individual, concerning, with regard to all or a portion of the Supermarket Building Pad and Shopping Center Land, (i) any intentional or unintentional act or omission which has resulted or may result in the Release of a Hazardous Substance on all or a portion of the Supermarket Building Pad and Shopping Center Land; (ii) the imposition of any lien on all or a portion of the Supermarket Building Pad and Shopping Center Land; or (iii) any alleged violation of or responsibility under Environmental Laws. Landlord has no knowledge of any fact which could give rise to any of the foregoing.

C) No permits are held or are required to be held nor are any registrations or notices required to be made with respect to all or a portion of the Supermarket Building Pad and Shopping Center Land in its current condition under Environmental Laws.

D) No Hazardous Materials are being Managed or have been Managed in, on or about all or a portion of the Supermarket Building Pad and Shopping Center Land, except in compliance with Environmental Laws.

E) Neither Landlord nor its agents has Released or caused to be Released or allowed their agents to Release any Hazardous Materials in, on or about all or a portion of the Supermarket Building Pad and Shopping Center Land.

F) At the time of the execution and commencement of this Lease, no Hazardous Materials are present in, on, or about all or a portion of the Supermarket Building Pad and Shopping Center Land, except in compliance with Environmental Laws.

G) There are no on-site containment, storage, treatment or disposal facilities for Hazardous Materials, including, without limitation, underground storage tanks, sumps, till and disposal areas, impoundments and subsurface structures, except in compliance with Environmental Laws.

H) The foregoing warranties and representations are true and correct as of the date of the execution of this Lease, and, subject to the actions of Tenant, its sublessees, assigns and successors, shall remain true and correct throughout the term of the Lease and, for such purpose, the term "Environmental Laws" shall be deemed to include such laws.

Landlord has provided Tenant with copies of all environmental reports and tests, preliminary civil engineering drawings, geotechnical work related to the testing, design and construction of the Shopping Center and Supermarket Building Pad (collectively, the "Testing Reports") which have been accepted by Tenant. Landlord shall submit two copies of all applicable permits and required governmental approvals, as they are obtained, for the Shopping Center and Supermarket Building Pad, including building permits, zoning variance approvals, Army Corps of Engineers approvals, soil compaction reports, Health Department permits, etc. for the Shopping Center, specifically excluding those related to the Supermarket Building Pad and Supermarket Building or Tenant shall be responsible for all building and health permits, tap in permits and meter permits related to the Supermarket Building. Tenant's sole recourse against Landlord for the breach of any of Landlord's representations or warranties made in this Section or for any latent defects or errors in the Supermarket Building Pad's testing, design and construction, including Claims related to Environmental Laws, shall be to exercise its rights against Landlord's environmental, construction, design and testing professionals. Landlord shall be required to reasonably assist the Tenant in any such action. Landlord shall include Tenant as an additional insured on all errors and omissions insurance policies and professional liability policies for all consulting, design and testing firms for consulting services related to the design and construction of the Supermarket Building Pad including, but not limited to all environmental testing, soil testing, soil compaction testing, grading, excavation, surveying and civil engineering design for all offsite and on site work including traffic signal design. All architects and engineers professional liability insurance shall be in an amount not less than One Million Dollars (\$1,000,000), if available, which shall be carried on an occurrence basis maintained in full force and effect for a period of not less than ten (10) years, if available commercially, following the performance and completion of their testing, consulting, design and construction services. Additionally, Commercial General Liability Insurance shall include all major divisions of coverage, including (but not limited to premises/operations, subcontracted operations, contractual liability, product/completed operations) on a comprehensive basis with Bodily Injury and Property Damage coverage with minimum limits of Two Million Dollars (\$2,000,000) General Aggregate, One Million Dollars (\$1,000,000) each occurrence combined single limit which shall cover liability related to testing, consulting, design and construction services related to the Supermarket Building Pad and Shopping Center. All such policies shall be placed with insurance companies rated at least A/VIII by the most recent edition of Best's Rating Service and licensed to do business in the State of Illinois. Such policies shall also include Additional Insured endorsements naming Landlord and Tenant, and providing that additional insured parties shall be given thirty (30) days prior written notice of any reduction, cancellation or non-renewal of coverage afforded to the additional insured parties thereunder and shall be primary to any other insurance maintained by said additional insured parties. In the event that a structural, environmental, soil compaction, flooding, drainage or other problem occurs as a result of a defect in the testing, consulting, design and construction, including, but not limited to the soil compaction, traffic design, drainage and grades of the Shopping Center, Supermarket Building Pad, or Supermarket Building the Landlord and Tenant shall reserve the right to initiate legal action against any consulting firm, contractor, testing firm or design firm retained by either the Tenant and Landlord to perform all necessary replacements, repairs and maintenance to the Premises, Supermarket Building Pad, Supermarket Building and Shopping Center, when necessary as a result of

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defects in the Supermarket Building Pad, Supermarket Building, Shopping Center resulting from their errors or omissions. It is understood that Landlord shall be indemnified and held harmless for any such action related to defects or faulty construction and design related to the Supermarket Building Pad, Supermarket Building, Future Development Land and Shopping Center prior to and after acceptance by Tenant and/or Landlord. Landlord and Tenant shall assign, or cause its beneficiary to assign to Tenant or Landlord any claims against any environmental, soil testing or civil engineering or other consulting firms responsible for the Supermarket Building, Shopping Center, Future Development Land, or Supermarket Building Pad's design, or any contractor, supplier or other person for errors and omissions or breach of contract or warranty arising out of the testing, design, engineering or construction related thereto. Insofar as Tenant and Landlord are obligated to maintain, repair or replace the Supermarket Building Pad, Premises, Shopping Center or related improvements, Landlord and Tenant shall permit the other party in its sole discretion and at its expense to take legal action against such person or persons. Landlord and Tenant shall cooperate fully with the other in asserting any such claim, and if any damages or other payments are received by Landlord or Tenant as a result of such claims, Landlord or Tenant shall pay the same over to the other.

Section 17

GENERAL

Section 17.1. Notices. Any notice, demand or other communication which may be desired or required to be given or provided hereunder shall be given in writing and be deemed given (i) if and when personally delivered, or (ii) upon receipt if sent by a nationally recognized overnight courier, or (iii) on the second (2nd) day after being deposited into the United States certified or registered mail, postage prepaid, addressed as set forth below:

If to Landlord: Raceway Central LLC
Attn: F. Clifford DiLorenzo, Manager
c/o Trkla, Pettigrew, Allen & Payne, Inc.
222 South Riverside Plaza, Suite 1616
Chicago, Illinois 60606

copy to: Raceway Central LLC
Attn: Robert Wagner, Manager
c/o Central Grocers, Inc.
11100 Belmont
Franklin Park, Illinois 60131

If to Tenant: SVT, LLC
Attn: David Wilkinson, President
c/o Strack and Van Til Warehouse
2244-45th Avenue
Highland, Indiana 46322

or at such other address as Tenant shall designate by written notice to Landlord.

Section 17.2. Rent Refund. Promptly after the termination or cancellation of this Lease for any reason other than Tenant's default or after the effective date of the abatement of rents and other charges hereunder, whether entire or partial, Landlord shall refund to Tenant all rents and other charges paid by Tenant to the

extent they are allocable to any period of time beyond the effective date of such termination, cancellation or abatement of rent and other charges.

Section 17.3. Holding Over. Subject to the rights of Tenant pursuant to this Lease, Tenant shall at the termination of this Lease by lapse of time or otherwise yield up immediate possession of the Premises: if it does not do so, and without in any way limiting Landlord's right to repossess the Premises, Tenant shall pay as liquidated damages (and not as a penalty or forfeiture) for the time such possession is withheld a sum equal to actual damages plus the prevailing Base Rent prorated. In no event shall such holding (a) be deemed to create a tenancy from year to year, nor shall Landlord elect to create such a tenancy or (b) entitle Landlord to recover from Tenant any other actual or consequential damages other than the liquidated damages provided for herein.

Section 17.4. Commissions. Both Landlord and Tenant, respectively, warrant they have not dealt with real estate brokers with respect to the execution and delivery of this Lease.

Section 17.5. Waiver. The failure of Landlord or Tenant to insist upon strict performance by the other of any of the provisions of this Lease or to exercise any option herein conferred shall not be deemed as a waiver or relinquishment for the future of any such provision or option.

Section 17.6. Remedies. Except as otherwise provided, all rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its rights to the exercise of any or all of the others. Tenant's rights include the right to perform Landlord's obligations, provided, Tenant has given Landlord notice thereof and a reasonable opportunity to commence such performance, subject to Section 17.12.

Section 17.7. No Offer. Subject to Section 14.1, the submission of this Lease for examination does not constitute an offer to enter into a lease, and this Lease shall become effective only upon execution and delivery hereof by Landlord and Tenant.

Section 17.8. Interpretation. All provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each section hereof. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one landlord or tenant and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The captions of the articles and sections contained herein are for convenience only and do not define, limit, construe or describe the scope or intent of such articles or sections. If any provisions of this Lease shall be held invalid, the validity of the remainder of this Lease shall not be affected thereby.

Section 17.9. Exhibits. All exhibits referred to herein and attached to this Lease are hereby made a part of this Lease. The exhibits include:

- Exhibit A Preliminary Site Plan
- Exhibit A-1 Site Plan Area Allocations
- Exhibit B Preliminary Development Budget
- Exhibit C Survey
- Exhibit D Shopping Center Improvements
- Exhibit E Premises Improvements
- Exhibit F Supermarket Building Pad
- Exhibit G Site Criteria for Common Area

Exhibit H	Prohibited Uses
Exhibit I	Sign Criteria
Exhibit J	Agreement of Subordination, Non-Disturbance and Attornment
Exhibit K	Permitted Exceptions
Exhibit L	Real Estate Agreement (R.E.A.)

Section 17.10. Successors. All of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives and successors; and no third party, other than such heirs, legal representatives and successors shall be entitled to enforce any or all of the provisions of this Lease or shall have any rights hereunder whatsoever.

Section 17.11. Attorneys' Fees. If either party obtains a judgment against the other by reason of a breach of this Lease, the prevailing party shall be entitled to its reasonable attorneys' fees incurred to obtain such judgment.

Section 17.12. Delay in Performance - Force Majeure. If the performance of any act or obligation under this Lease is prevented or delayed by an act of God, earthquake, flood, explosion, war, invasion, insurrection, strike, lockout, action of labor union, condemnation, laws, orders of government or civil or military or naval authorities, then Tenant and Landlord shall be excused from the performance of obligations set forth in this Lease for so long as Landlord and Tenant are prevented or delayed by reason thereof, and the time within which to perform shall be tolled one day for each day of such delay. This force majeure provision shall apply to Landlord's and Tenant's obligations hereunder except those that require the payment of money.

Section 17.13 Severability. If any of the covenants, conditions or terms of this Lease shall be found void or unenforceable for whatever reason by any court of law or of equity, then every other covenant, conditions or term herein set forth shall remain valid and binding, and in such event, such covenants, conditions or terms shall be given effect to the extent required to carry out the general intention of this Lease and to impart validity to such covenant, conditions or term.

Section 17.14 Captions Singular, Plural, Gender. The headings herein are intended for convenience only and shall not be construed to have any substantive effect with respect to this Lease. Words used herein shall be deemed to include singular and plural, and any gender as the context requires.

* * *

Section 17.15 Construction. The rule requiring written instruments to be construed against the party preparing such instruments shall not apply to this Lease. This Lease as written shall supersede and take precedence over all previous drafts.

Section 17.16 Landlord's Authority to Execute this Lease. Contemporaneously with the execution of this Lease, Landlord shall deliver to Tenant i) a Certificate of Good Standing for Landlord issued by the Secretary of State bearing a date, no more than one hundred and eighty (180) days prior to the date of its delivery.

Section 17.17 General Consent. Notwithstanding any language in the Lease, parties vested with the authority to consent to actions of another party cannot unreasonably withhold such consent.

Section 17.18 Real Estate Agreement. The parties hereto, as well as all other tenants and subtenants of the Shopping Center shall enter into a Real Estate Agreement ("R.E.A.") setting forth the rights of each tenant in and to the use and occupancy of the Common Area of the Shopping Center which are consistent with the intended use of the Premises by SVT, LLC. Said R.E.A. shall be completed and executed by Landlord and tenant in accordance with the time requirements set forth in Section 5.3 and shall become Exhibit L to this Lease when executed.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first above written.

TENANT

LANDLORD

SVT , LLC, an Indiana limited liability company

Raceway Central LLC, an Illinois limited liability company

By: David Wilkinson
David Wilkinson, President

By: F. Clifford DiLorenzo
F. Clifford DiLorenzo, Manager

By: Robert Wagner
Robert Wagner, Manager

UNOFFICIAL COPY

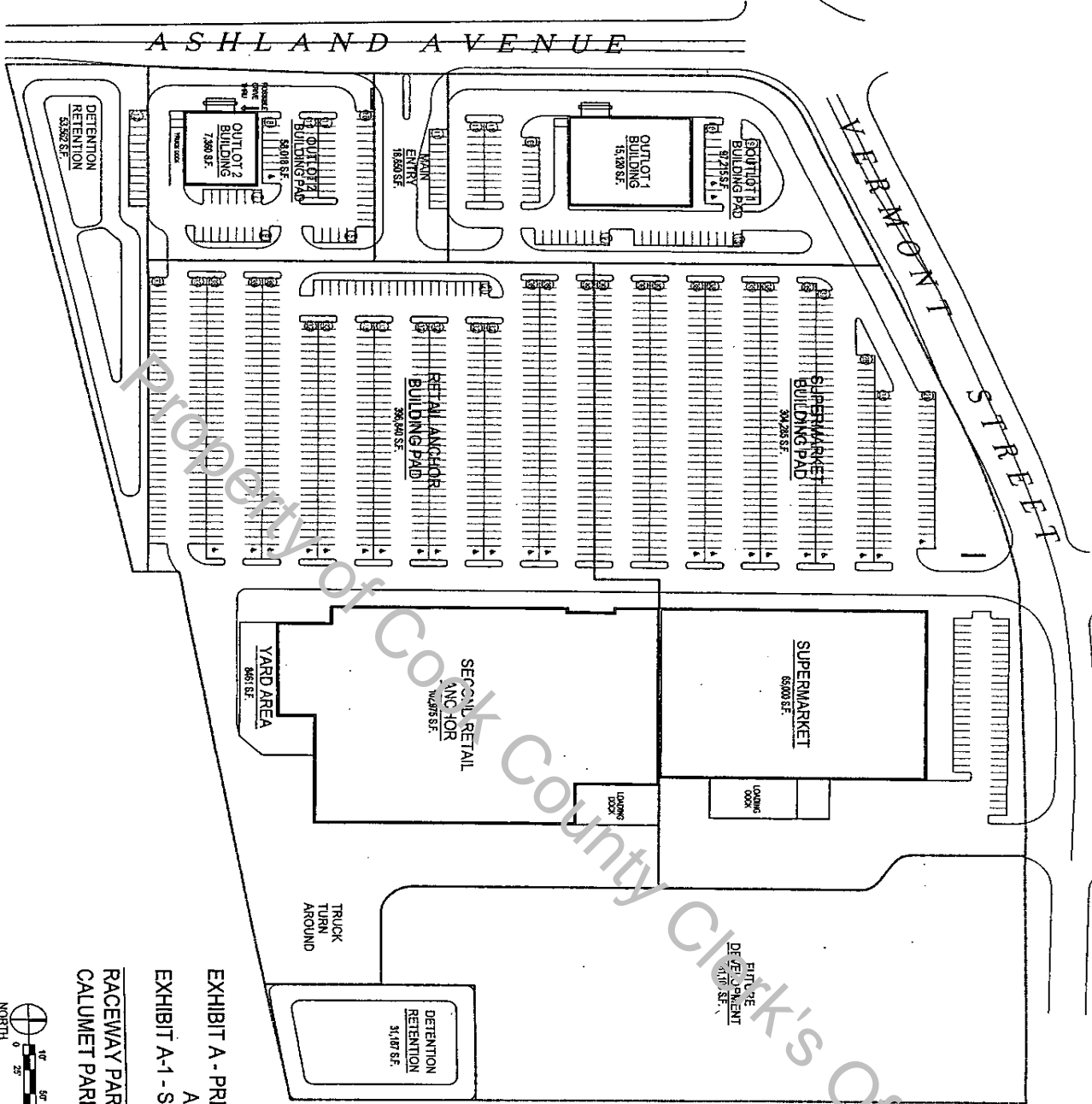
EXHIBIT A
PRELIMINARY SITE PLAN
(Section 1.1)

and

0021263944

EXHIBIT A-1
SITE PLAN AREA ALLOCATIONS
(Section 5.1(D))

Property of Cook County Clerk's Office



**EXHIBIT A - PRELIMINARY SITE PLAN
AND
EXHIBIT A-1 - SITE PLAN AREA ALLOCATIONS**

**RACEWAY PARK SHOPPING CENTER
CALUMET PARK, ILLINOIS**

12/04/2006

*The Building, Orientation, and Future Development Land area sizes are approximate.

LAND AREAS	
MAIN ENTRY AREA	18,850 S.F.
SUPERMARKET BUILDING PAD	304,285 S.F.
RETAIL ANCHOR AREA	396,840 S.F.
OUTLOT 1 AREA	97,215 S.F.
OUTLOT 2 AREA	59,018 S.F.
FUTURE DEVELOPMENT LAND (EST.)*	181,108 S.F.
DETENTION/RETENTION AREA (EST.)*	84,749 S.F.
TOTAL	1,140,885 S.F.
PROPOSED BUILDING AREAS*	
SUPERMARKET AREA	65,000 S.F.
SECOND ANCHOR STORE AREA	102,975 S.F.
OUTDOOR YARD AREA	8,461 S.F.
OUTLOT 1 BUILDING ENVELOPE	15,120 S.F.
OUTLOT 2 BUILDING ENVELOPE	7,360 S.F.
TOTAL	198,916 S.F.
PARKING BY LAND AREA	
SUPERMARKET	466 SPACES
SECOND ANCHOR	580 SPACES
OUTLOT 1	62 SPACES
OUTLOT 2	79 SPACES
TOTAL	1,207 SPACES

0021263944

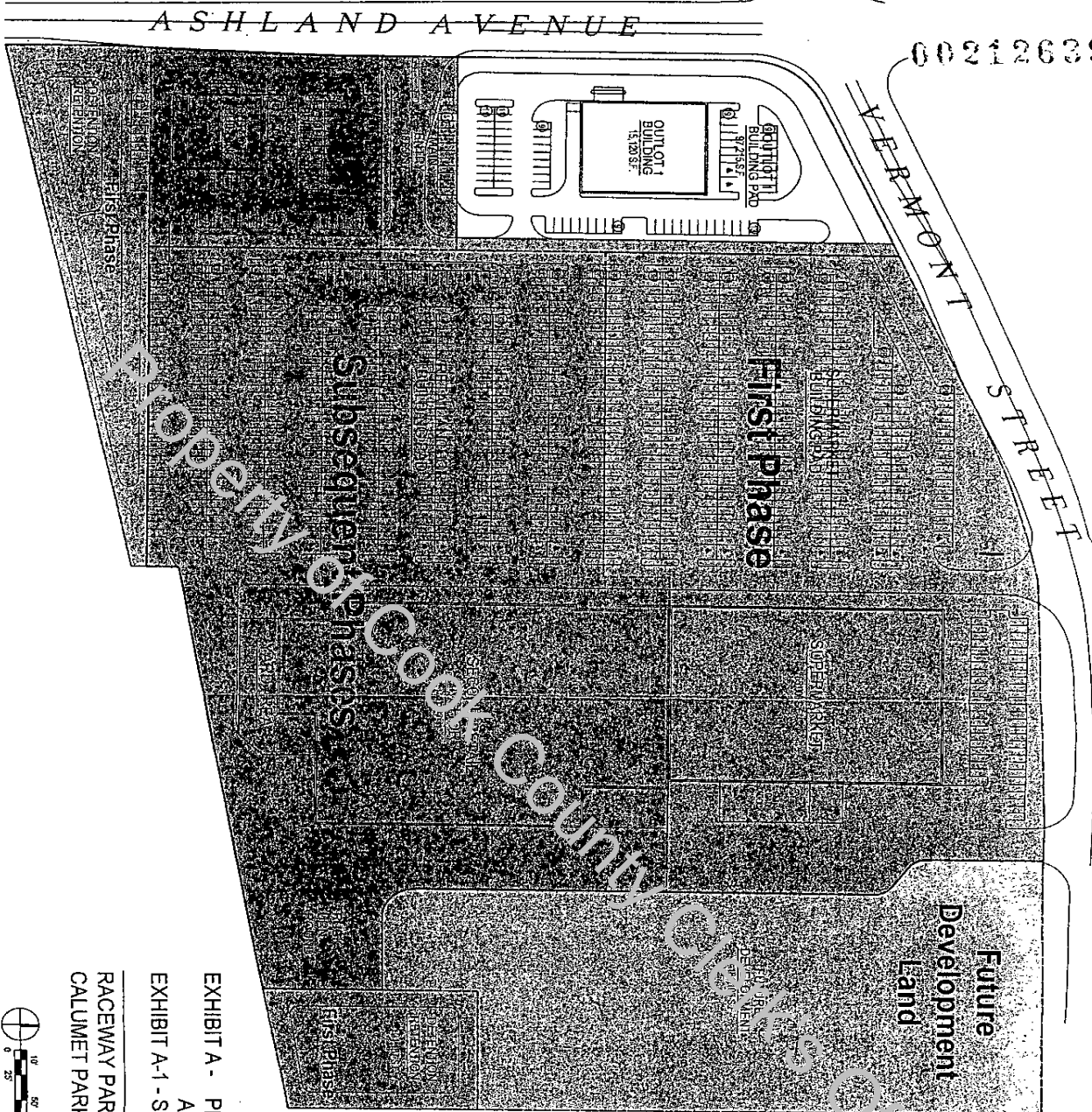


EXHIBIT A - PRELIMINARY SITE PLAN
AND
EXHIBIT A-1 - SITE PLAN AREA ALLOCATIONS
RACEWAY PARK SHOPPING CENTER
CALUMET PARK, ILLINOIS
12/04/2009

- First Phase
- Subsequent Phases
- Future Development Land

*The Building, Detention/Retention, and Future Development Land area
sizes are approximate.

LAND AREAS	
MAIN ENTRY AREA	18,650 S.F.
SUPERMARKET BUILDING PAD	304,285 S.F.
RETAIL ANCHOR AREA	396,840 S.F.
OUTLOT 1 AREA	97,215 S.F.
OUTLOT 2 AREA	58,018 S.F.
FUTURE DEVELOPMENT LAND (EST.)*	181,108 S.F.
DETENTION/RETENTION AREA (EST.)*	84,729 S.F.
TOTAL	1,140,865 S.F.
PROPOSED BUILDING AREAS**	
SUPERMARKET AREA	65,000 S.F.
SECOND ANCHOR STORE AREA	102,975 S.F.
OUTDOOR YARD AREA	8,461 S.F.
OUTLOT 1 BUILDING ENVELOPE	15,120 S.F.
OUTLOT 2 BUILDING ENVELOPE	7,380 S.F.
TOTAL	188,916 S.F.
PARKING BY LAND AREA	
SUPERMARKET	488 SPACES
SECOND ANCHOR	680 SPACES
OUTLOT 1	82 SPACES
OUTLOT 2	79 SPACES
TOTAL	1,207 SPACES

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EXHIBIT B
PRELIMINARY DEVELOPMENT BUDGET
(Section 3.3)

0021263944

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Exhibit B Supermarket Lease Agreement - Preliminary Development Budget Raceway Park Shopping Center, Calumet Park, Illinois

			Total Cost
Hard Costs Of The Project			0021263944
Land (Parcel 1)	Approx.	1,004,226 s.f.	\$ 2,700,000
Land (Parcel 2)	Approx.	136,639 s.f.	\$ 89,000
Environmental Clean-up Allowance			50,000
Demolition of Raceway Allowance			150,000
Supermarket Building Allow. (incl. Arch. & Eng. Allowance)	65,000 s.f. @	\$57.00 /s.f.	3,705,000
Retail Anchor and Outlots 1 & 2 Building Allowances			NIC
Sitework (Required by Supermarket)	304,285 s.f. @	\$2.85 /s.f.	867,212
Sitework (Common Area/Ingress/Egress)	Approx.	18,650 s.f. @	\$4.15 /s.f.
Sitework (Phase II Prelim.)			84,700
Offsite Utilities Allowance (including design fees at \$6,000)			57,000
Highway R.O.W. Improvement Allowance (Vermont and Ashland)			315,000
Traffic Signals	2 @	\$135,000 each	270,000
Retention/Detention	84,749 s.f. @	\$2.20 /s.f.	186,448
Extra-Ordinary Foundations/Supermarkets (poor soil conditions)			138,580
Landscaping/Landscape Architect/Irrigation System Allowance			102,000
Sub-Total Hard Costs Of The Project			\$ 8,792,338
Soft Costs Of The Project			
Soil Borings/Inspections/Testing			\$ 22,200
Environmental Testing Allowance			4,000
Builders Risk Insurance			23,000
Construction Loan Escrow Consulting	12 draws @	\$1,500 /draw	18,000
Title Policy Lien Administration			5,900
Interim Real Estate Tax Allowance, Land Holding Period			7,000
Interim Real Estate Tax Allowance, Construction Period			39,000
Advertising/Leasing Brochure Design & Mailing			3,000
Ultra Advertising/Subsequent Phase Leasing Sign			4,500
Project Book & Record Keeping/Title Adm.	20 months @	\$800 /month	16,000
Outside Auditing/Tax Return For LLC	2 years @	\$6,000 /year	12,000
Lender Land Appraisal/Market Study			14,500
Lender Legal/Architect			8,500
Lender Loan Points & Misc. (Constr. & Perm.)			158,631
Lender Forward Commitment Fees			As Required
Legal & Misc. Consulting Services Estimate:			
a. LLC Agreement and Supermarket Building Lease			NIC
b. Other Tenant Lease(s)			NIC
c. Bond Counsel Issuance Costs & Discounts			Village
d. Environmental			2,000
e. Zoning Consulting Fee			12,500
f. Tax Increment Financing Consulting			27,500
g. Conventional Financing for Constr. & Perm. Loan			45,000
h. Miscellaneous Legal & Consulting			25,000
Financing Presentation, Renderings and Exhibits			10,500
Boundary Survey and Topo. Survey (including adjacent roads)			25,400
Supermarket Building Arch. & Eng. Allowance (incl. in Supermarket Bldg Allowance above)			incl. above
Engineering Design; Site Related			70,200
Engineering Design; Roadways & Traffic Signals			41,000
Plats of Subdivisions, New Legals, Property Corners, etc.			8,400
Traffic Study/Testimony Allowance			10,500
Development Services Fee			205,000
Development Expenses/Miscellaneous			40,000
Construction Coordination Fee			130,500
Enterprise Zone Consulting Fee			12,000
Subsequent Phase Leasing Consulting Fees			NIC
Subsequent Phase Land Sale Consulting Fees			NIC
Subsequent Phase Real Estate Operating Agreements			NIC
Interim Finance Village Bonds			Village
Miscellaneous			50,000
Construction Loan Interest	\$6,781,561 @	58% @ 7.75% i @	i only dur. const. @ 12.0 mo.
Sub-Total Soft Costs Of The Project			\$ 1,437,634
Sub-Total Hard & Soft Costs Of The Project			10,229,971
Contingency (Hard & Soft Costs) Of The Project			249,339
Total Estimated Costs Of The Project Before Village Entitlements			\$ 10,479,311

Central _____
F. Clifford DiLorenzo _____

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Exhibit B (continued)
Supermarket Lease Agreement
Preliminary Development Budget
Raceway Park Shopping Center
Calumet Park, Illinois

0021263944

Budget Recap

Hard Costs	\$ 8,792,338
Soft Costs	1,437,634
Contingency	249,339
Total Project Cost	\$ 10,479,311

Sources of Funds

Total Project Costs	\$ 10,479,311
(Less) Village Contribution	(3,490,000)
(Less) 50% of the Development Services Fee	(142,500)
(Less) 50% of the Construction Coordination Fee	(65,250)
(Less) Conventional Construction/Permanent Loan Financing	(6,781,561)
	\$ -

Annual Debt Service (without Debt Coverage Ratio)

Convent. perm. loan debt service	\$6,781,561 @ 7.25% i @ 25 years	\$ 588,211
		\$ 588,211 /annum

Est. Rent Per Square Foot (excluding possible rate differences)

Conventional Loan Debt Service	\$ 588,211 /annum
(Plus) Landlord's Profit and Overhead	44,116
Est. Annual Rent	\$ 632,327
Est. Annual Rent Per Square Foot (@65,000 s.f.)	\$ 9.73 /s.f. of building

Central _____
F. Clifford DiLorenzo _____

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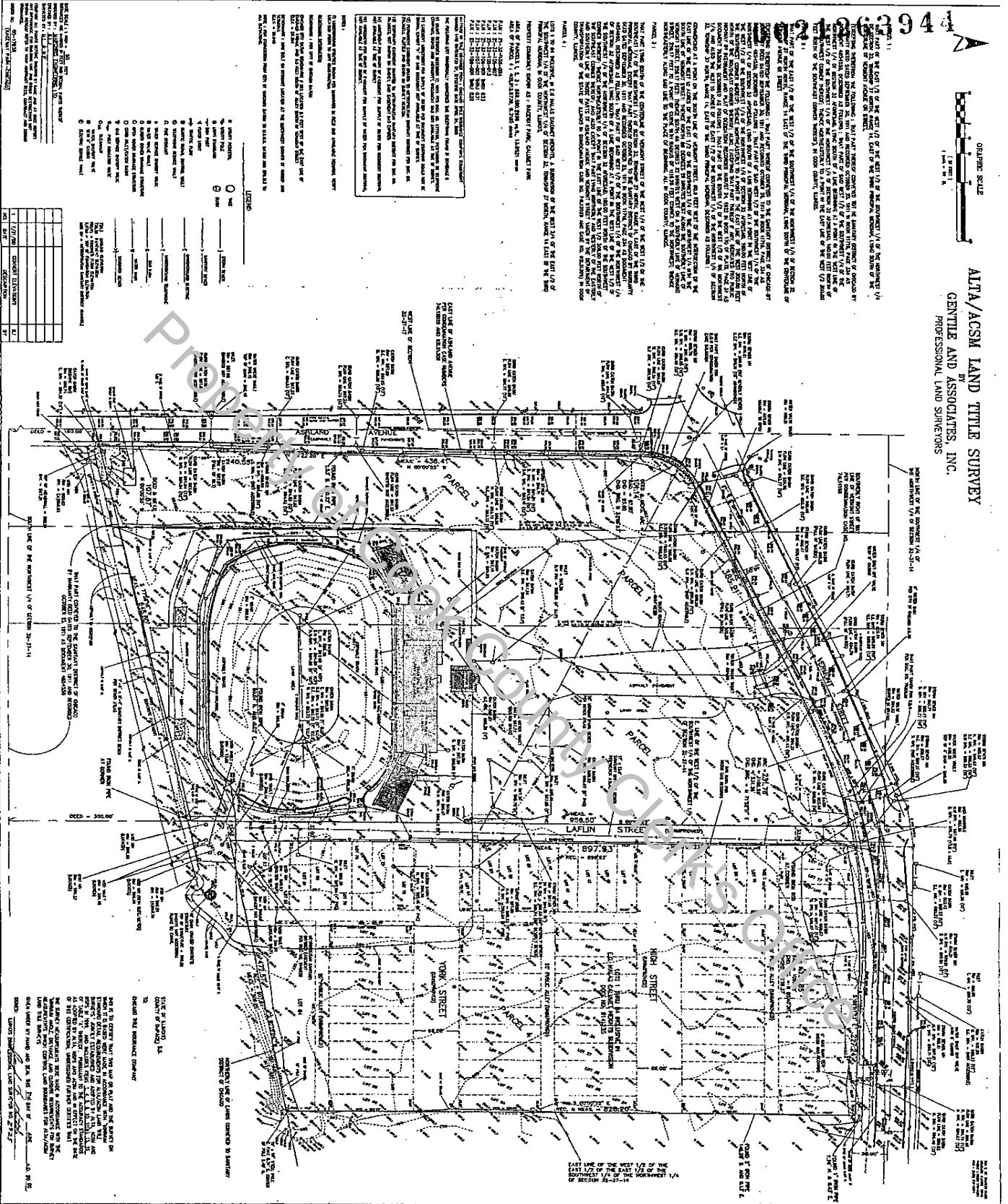
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EXHIBIT C
SURVEY
(Section 1.1)

Property of Cook County Clerk's Office



ALTA/ACSM LAND TITLE SURVEY
BY
GENTILE AND ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS



SECTION 1: ALL CORNERS, POINTS, AND BOUNDARIES SHOWN ON THIS SURVEY HAVE BEEN RECONSTRUCTED AND VERIFIED BY MEASUREMENT AND CALCULATION. ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 2: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 3: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 4: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 5: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 6: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 7: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 8: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 9: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 10: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 11: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 12: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 13: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 14: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 15: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 16: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 17: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 18: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 19: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

SECTION 20: ALL DISTANCES AND BEARINGS HAVE BEEN MEASURED AND CALCULATED IN ACCORDANCE WITH THE SURVEYING STANDARDS OF THE PROFESSION.

LEGEND

0 1/4" = 100'

1	20' WIDE
2	10' WIDE
3	5' WIDE
4	2' WIDE
5	1' WIDE
6	1/2" WIDE
7	1/4" WIDE
8	1/8" WIDE
9	1/16" WIDE
10	1/32" WIDE
11	1/64" WIDE
12	1/128" WIDE
13	1/256" WIDE
14	1/512" WIDE
15	1/1024" WIDE
16	1/2048" WIDE
17	1/4096" WIDE
18	1/8192" WIDE
19	1/16384" WIDE
20	1/32768" WIDE
21	1/65536" WIDE
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23	1/262144" WIDE
24	1/524288" WIDE
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26	1/2097152" WIDE
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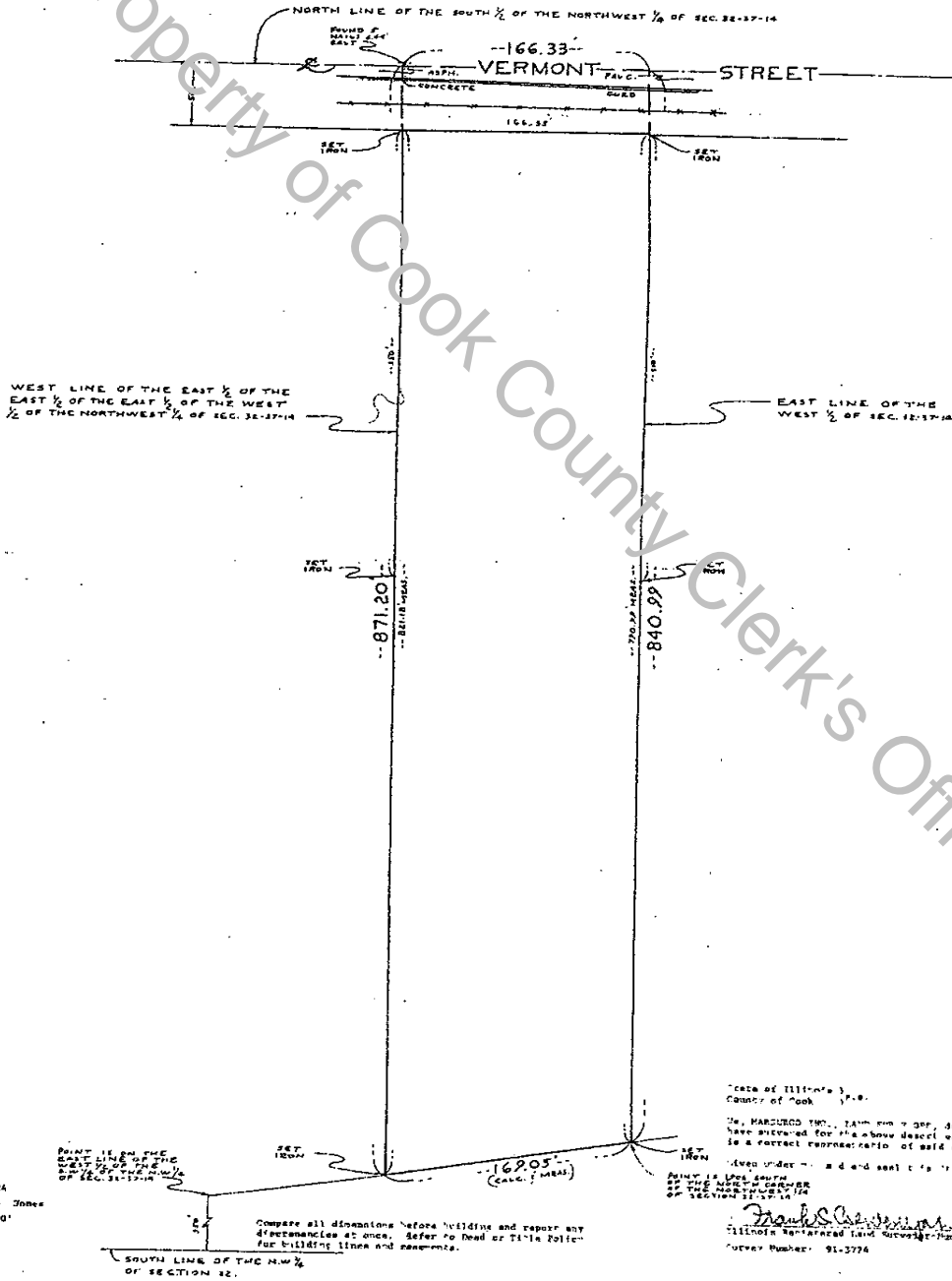
CERTIFICATE of SURVEY

by
MARSURGO, INC., LAND SURVEYORS
REGISTERED ILLINOIS LAND SURVEYORS

17718 350TH OAK PARK AVENUE
TUESDAY PARK, ILLINOIS 60477

PHONES: 426-3177
426-3178

That part of the West 1/2 of Sec. 32, Township 37 North, Range 14, East of the Third Principal Meridian, 1st 1/2 dist. of a line running from a point on the East Line of the East 1/2 of the Southwest 1/4 of the Northwest 1/4 of said Section 32 which is 350.00 feet West of the North 1/4 of the West 1/4 of said Section to a point in the East Line of the Northwest 1/4 of said Section 1906.00 feet North of the North Corner thereof, in Cook County, Illinois.



Survey Number: 91-3724
Ordered by: Jeffrey Jones
Scale: 1" = 50'

Compare all dimensions before building and report any discrepancies at once. Refer to local or State Police for building lines and easements.

State of Illinois)
County of Cook)
I, MARSURGO, INC., Land Surveyors, do hereby certify that we have surveyed the above described tract and that the same is a correct representation of said survey.
Given under my hand and seal this 14th day of April, A.D., 1991.
Surveyed by MRS. MARCO
BY THE REGISTERED SURVEYOR
OF SECTION 32-37-14
Mark S. Johnson
Illinois Registered Land Surveyor No. 1174
Survey Number: 91-3724

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EXHIBIT D SHOPPING CENTER IMPROVEMENTS (Section 5.1A)

Overview

This Exhibit shall be used in conjunction with that certain lease (the "Lease") between Raceway Central LLC, an Illinois limited liability company ("Landlord") and SVT, LLC ("Tenant") for an approximately sixty-five thousand (65,000) square foot Supermarket Building ("Supermarket Building") and related sitework improvements (collectively, the "Premises Improvements") to be constructed by the Tenant on a parcel of land (the "Supermarket Building Pad") designed and constructed by Landlord within a to be developed shopping center (the "Shopping Center") at the southeast corner of Vermont Street and Ashland Avenue in Calumet Park, Illinois.

Intent

These minimum Shopping Center design criteria shall govern the testing, design and construction of the Shopping Center by Landlord, at Landlord's sole expense, to ensure that the Shopping Center will be of suitable construction, including its long-term structural integrity. All capitalized words or terms herein shall be as defined within the Lease.

1. The Landlord shall cause the Shopping Center to be designed and constructed in substantial conformance with the configuration depicted on Exhibit A, the Preliminary Site Plan.
2. Common Areas shall be designed and constructed in substantial conformance with Exhibit G.
3. The Shopping Center's exterior design and construction shall be equal to other first class Chicago area shopping centers anchored by food and discount department stores with outlot parcels.

EXHIBIT E
PREMISES IMPROVEMENTS
(Section 5.1A)

Overview

This Exhibit shall be used in conjunction with that certain lease (the "Lease") between Raceway Central LLC, an Illinois limited liability company ("Landlord") and SVT, LLC ("Tenant") for an approximately sixty-five thousand (65,000) square foot supermarket building ("Supermarket Building") and related sitework improvements (collectively, the "Premises Improvements") to be designed and constructed by the Tenant on a parcel of land (the "Supermarket Pad") designed and constructed by Landlord within a to be developed shopping center (the "Shopping Center") at the southeast corner of Vermont Street and Ashland Avenue in Calumet Park, Illinois. All capitalized words or phrases used within this Exhibit shall be as set forth within the Lease.

Intent

The Premises Improvements to be constructed by the Tenant shall consist of a first-class supermarket built in accordance with the final plans and specifications (Tenant's "Final Plans") provided by Tenant. The Tenant's Final Plans shall (a) be prepared by the Tenant's architect and shall incorporate Tenant's Preliminary Plans and (b) substantially conform with the requirements set forth herein and all plan submissions between Tenant and Landlord shall be as set forth in Section 5.2 of the Lease. Landlord retains the right to review and comment on the selection of the general contractor and the subcontractors.

A. Site Development Work. The Landlord's responsibilities for Common Areas shall include but not be limited to procuring and/or coordinating the following:

- (1) All civil engineering drawings, traffic studies, traffic signal design, offsite highway, sewer and water design and related permits and fees.
- (2) All necessary boundary surveys, topographic surveys and soil and water table tests.
- (3) All site clearance.
- (4) All excavation, backfill, grading and filling.
- (5) All public utility installations.
- (6) Power supply from the two proposed pylon sign locations shown on the preliminary site plan to within 5'-0" of the perimeter of the Supermarket Building.
- (7) Compacted Supermarket Building underfloor pad with a finished elevation 0'-8" below Tenant's proposed finished floor elevation as shown on the Landlord's civil engineer's drawings. Soil shall support a minimum footing bearing value of 3000 psf. 4'-0" below the Supermarket Building proposed finished floor.
- (8) Bituminous paved customer and employee parking lot, access roads including the temporary access road for truck delivery through the Subsequent Phase Area, if required.

- (9) A.D.A. approved wheelchair and/or shopping cart ramps from the parking lot to the top of the Tenant's front sidewalk as shown on Tenants Preliminary Plans.
- (10) Concrete bases for parking lot light poles and parking light poles and lights, with a minimum of 7-10 foot candles, with an 8.5 foot candle average.
- (11) Catch basins and storm sewers for adequate site drainage.
- (12) Concrete sidewalks and curbing in the common areas as required and shown on the Preliminary Site Plan except those directly contiguous to the Supermarket Building's exterior walls.
- (13) Necessary common area retaining walls where required by the terrain or municipal planning department, specifically including those required by the operation of the Supermarket Building.
- (14) Landscaping in accordance with municipal ordinances.
- (15) All work to be per applicable federal, state and local laws and/or building codes.
- (16) All work to remediate soil problems.

B. Tenant's Responsibilities for Supermarket Building Construction and Premises Improvements.
The Tenant's responsibilities for the Supermarket Building construction and Premises Improvements shall include but not be limited to the following:

- (1) Steel, concrete or masonry enclosed structure using column centers and wall layout as shown on Tenant Preliminary Plans. Method and materials must meet all codes and have expected useful life typical of the industry.
- (2) Canopy construction, if any, to have adequate surface and support for mounting signs.
- (3) Roofing, roof installation and flashing shall be single ply fully adhered, membrane roof system with rigid installation, with minimum 20 year guarantee. Flashing as per manufacturer of system.
- (4) Toilets, lounge, and compressor/mechanicals rooms to be housed as set forth in Tenant's Preliminary Plans.
- (5) Provide all interior metal stud and drywall partitions, drop soffits, etc. as set forth in Tenant's Preliminary Plans.
- (6) Metal toilet partitions, if required, water closets, hand sinks, and miscellaneous equipment in each rest room per Tenant's Preliminary Plans.
- (7) Suspended acoustical tile ceiling at Tenant's option, above all required areas using acoustical tile (2'-0" x 4'0" lay-in grid), fire rated, if applicable.

- (25) Interior finishes, including general painting, and miscellaneous wall coverings.
- (26) Masonry waterproofing and stain.
- (27) Walk-in freezer(s) shall have a recessed subfloor of concrete, vapor barrier, minimum 4' of urethane insulation (extending to thermal break) and topped with reinforced concrete cap.
- (28) The loading dock shall be a minimum double-width.
- (29) Loading dock pit, if recessed, shall have concrete curbs on each side. Docks shall have dock seals and manual dock levelers if dock is enclosed. The loading dock edge which is 0'-1" lower than the main floor shall be a minimum of 4'-0" higher than bottom of pit.
- (30) Loading docks edges shall have dock bumpers and 4" x 4" perimeter edge angle.
- (31) Furnish and install entry ramp to loading dock, if applicable.
- (32) Furnish and install non-skid "Entrap" by 3M or equal at door entrance(s). Coordinate color with masonry.
- (33) All floor trenches as required for refrigeration equipment.
- (34) All work to be per applicable federal, state and local laws and/or building codes.
- (35) Provide minimum 0'-8" diameter concrete filled pipe bumpers a minimum of 4'-0" above and below grade at all Supermarket Building corners, receiving, exits doors, transformer pads, gas services, etc. subject to truck and auto traffic.
- (36) Provide minimum of 0'-4" sand base for final grading for concrete slabs on grade.
- (37) Provide concrete slabs on grade or mezzanine.
- (38) Provide minimum of 8" diameter concrete filled steel bumper posts at all corners, exterior doors,

C. Building Equipment to be Supplied, Installed or Completed by Tenant.

- (1) All automatic operated doors and proximity operators, all entrance and exit doors, panic hardware, push and pull bars, and cart guards.
- (2) All exterior hollow metal doors, metal roll-up overhead doors, and all interior hollow metal doors shall have pressed steel frames.
- (3) Doors between sales area and stockroom shall be "Eliason" or equal, as shown on Tenant's Preliminary Plans with heavy-duty approved framing.
- (4) Complete HVAC system, duct work, diffusers and registers.

- (5) Balancing of the duct system.
- (6) Toilet, lounge, and office exhaust fans and heaters.
- (7) HVAC system to service mezzanine rooms and computer rooms.
- (8) HVAC system to include any cooking equipment exhaust hood(s). This shall include hood, black iron exhaust duct, ductwork, roof curbing, exhaust fan and controls and fire extinguishing system ("ANSEL" or equal). All per code.

D. Building, Painting, Tile, Etc. to be Supplied, Installed or Completed by Tenant.

- (1) 12"x12"x1/8" vinyl composite tile floor covering in sales area concourse.
- (2) Meat preparation room floors and meat cooler floors to be exposed, sealed concrete.
- (3) Bakery and/or delicatessen preparation room, if required, to be VCT tile.
- (4) All small floor areas not mentioned above to be sealed with two coats of "Porifil" (or equivalent) clear sealer prior to receiving equipment.
- (5) "KEM-LITE" or equal around sinks and garbage disposal in produce preparation area to a height of 4'-0".
- (6) Exposed exterior side and back walls to be sealed and coated or painted two coats (filler and finish), where applicable.
- (7) All gypsum board interior wall surfaces in sales area to be painted.
- (8) Paint all outside, exposed, untreated steel and galvanized iron, including doors and door frames, bumpers, louvers, railings, door and window lintels, guardrails, light poles (excluding parking lot light poles), etc. with minimum of two (2) coats.
- (9) Paint all exterior exposed walls; all interior exposed walls and sheet rock ceilings in the sales area, rest rooms, offices, closets and meat room; and all other interior drywall partitions and walls, with minimum of two (2) coats.
- (10) Treat unpainted, exposed, concrete or masonry walls in food storage and preparation areas with two coats clear sealer.
- (11) Concrete floors of all walk-ins shall be sealed with two coats clear sealer.

E. Electrical Work to be Supplied, Installed or Completed by Tenant.

- (1) 120/208 volt or 277/-480 volt, 3-phase, 4 wire electrical service with 10% additional capacity (min. 2000 amp service respectively).

- (2) All work shall be in accordance with the National Electric Code and/or local codes and the necessary service switches and distribution panels to satisfy all state and local ordinances and power and lighting circuitry.
- (3) Wiring for all trade fixtures and signs.
- (4) Controls to pylon sign and canopy lighting to Landlord's common area panel.
- (5) Emergency lighting.
- (6) Raceways and conduit for electric wiring, intercom, sound, telephone, energy management systems and cash registers, as required by manufacturers including four cell "Walker Duct", or equal at checkout counters (in slab).
- (7) Lighting fixtures as per Tenant's lighting plan.
- (8) All fluorescent fixtures will utilize "T8" ballasts and watt-saving lamps.
- (9) Zero degree ballasts in refrigerated meat preparation room, outside, and any cold areas.
- (10) Electric motor, main panel and all sub-panels.
- (11) All wiring and conduit or raceway from sub-panel to refrigeration machinery, to include hookup of compressor racks and related refrigeration computers, fans, air handlers, etc.
- (12) All wiring and conduit from sub-panel to Supermarket Building's store fixture stub-up and final electrical hook-up to equipment.
- (13) Supplemental air conditioning (e.g. computer room), if required.
- (14) Toilet, lounge, and office exhaust fans and heaters.
- (15) Hot water heater(s).
- (16) Wiring furnished and installed for all walk-ins coolers and freezers.
- (17) Wire lighting for adequate night light display.
- (18) Preparation area light fixtures shall be covered (per local codes).
- (19) Exit lighting per local codes.
- (20) All wiring and conduit from sub-panel to "HVAC" system.
- (21) Connections to transformer pad supplied by Tenant for connections to transformer supplied by Commonwealth Edison.
- (22) Final connections from Tenant supplied adjacent stub-ups to Tenant's fixtures.

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(23) Final connection of Tenant's sign(s).

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(24) Final connection of refrigeration equipment.

F. Plumbing Work to be Supplied, Installed or Completed by Tenant.

- (1) Connections to Landlord supplied stubs for new gas and water services to Supermarket Building.
- (2) Connections to Landlord supplied stub for new sanitary and storm sewers from public sewers.
- (3) All toilet fixtures, floor drains, hub drains, mop sink, cleanouts and the necessary waste and vent piping, including hot water heater(s).
- (4) Roof drains connected to underground storm sewer stub provided by Landlord.
- (5) Interior roof drain pipes shall be insulated.
- (6) Provide and install all interior gas piping to hot water heater(s), furnace(s), and to Tenant's fixtures, as required. No gas piping shall be roof mounted.
- (7) Provide exterior catch basin with minimum 1500 gallon grease trap and connect all work sinks and floor drains to this catch basin prior to discharge into Landlord's sanitary sewer stub.

G. Tenant's Refrigeration Subcontractor and other Subcontractors. The Tenant's general contractor shall be responsible for the coordination of the refrigeration subcontractor. Each trade shall afford other trades every reasonable opportunity for the installation of their work and for storage of their materials. Each trade shall coordinate their work with the adjacent work and cooperate with the other trades so as to facilitate the general progress of the work.

H. Tenant's Covenants. Tenant to warrant that the design and construction of the Supermarket Building and all systems that are installed therein comply with the requirements of all state and local building and health codes.

I. Submittal List.

The manufacturers, fabricators, and/or suppliers shall submit for review, shop drawings, literature, submittals, technical information and/or samples as required on the following items for review by Tenant and Landlord, if requested.

Architectural/Structural Items.

- (1) Concrete-mix design.
- (2) Reinforcing steel drawings.
- (3) Structural steel columns and beams drawings.

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- (4) Steel girders and joists drawings.
- (5) Miscellaneous steel drawings.
- (6) Roof deck drawings.
- (7) Millwork drawings.
- (8) Roofing specification.
- (9) Sheet metal samples.
- (10) Hollow metal door and frame drawings.
- (11) Overhead door drawings.
- (12) Aluminum storefront and door drawings.
- (13) Paint and stain samples.
- (14) Ceramic and quarry tile samples.
- (15) Tile grout samples.
- (16) Toilet partition drawings.
- (17) Toilet accessory drawings.
- (18) Hardware schedules.
- (19) Dock bumper and pad cut sheets.

HVAC Items

- (1) Registers, grilles and diffusers.
- (2) Dampers and louvers.
- (3) Air handling unit.
- (4) Return air fan.
- (5) Exhaust fans.
- (6) Evaporative coolers and make-up valves.
- (7) Condensing unit.
- (8) Temperature control wiring diagrams and equipment.

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- (9) Exhaust hoods.

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Plumbing Items

- (1) Plumbing fixtures and trim.
- (2) Chair carriers.
- (3) Floor drains and cleanouts.
- (4) Backwater valves.

Fire Protection Items

- (1) Sprinkler drawings and hydraulic calculations.
- (2) Sprinkler heads, canopies, valves, switches.

Electrical Items

- (1) Main switchgear.
- (2) Panels and cabinets.
- (3) Stand-by generator, if any.
- (4) Lighting fixtures.
- (5) Ducts, gutters and devices.

Shop drawings, samples, and submittals shall not be limited to only those items listed above. General contractor to provide additional submittals as requested by Tenant and Landlord.

J. Temporary Construction and Services. The Tenant's general contractor shall provide the following specific items of temporary construction and services:

1. Temporary Telephone. Install a job telephone with a minimum of two (2) lines for duration of contract. Pay for all local calls. Party making long distance and toll calls shall pay for same. Temporary phones shall be moved inside three (3) weeks prior to commencement of fixturing by Tenant and shall be maintained by the general contractor until Tenant's permanent phone lines are installed and operating.

2. Temporary Water.

- (a) Water required in the performance of the contract shall be provided and paid for by the Tenant's general contractor. Water used for human consumption shall conform to requirements of state and local authorities for potable water.

- (b) All mains, laterals, branch lines and service pipings and fittings to supply temporary water in sufficient quantity at required locations of the Supermarket Building including the costs of making the service connections at approved locations. Temporary connections and piping shall be removed and all openings closed in an acceptable manner at the end of the work.

3. Temporary Electric Service.

- (a) Temporary electric service required in the performance of the contract shall be furnished and paid for by the Tenant's general contractor who shall furnish, install, and maintain all temporary poles and overhead construction, transformers, meters, drops, and other wiring and fittings for both light and power at locations required in the work, and shall bear the cost of making the service connections. Before final acceptance, temporary electrical service facilities installed by the general contractor shall be removed, excavations backfilled and compacted, and the service connections severed in acceptable manner.
- (b) Adequate temporary lighting and convenience outlets shall be furnished and installed in the temporary structures and elsewhere as may be necessary for proper safety, performance and inspection of the work in accordance with all applicable codes. If operations are carried on during hours of darkness, adequate floodlights, clusters, and spot illumination shall be furnished and maintained during all hours that natural illumination is deemed, by the Tenant's architect as being insufficient for the work being performed. All artificial lighting shall be so placed and distributed that these specifications may be easily read at any time and in any place where work under the contract is in progress. All electric utilities shall be at Tenant's general contractor's expense until thirty (30) days prior to store opening. This includes refrigeration, compressors, etc.

K. Temporary Heat. When required for proper installation or protection of any portion of the work, the Tenant's general contractor shall furnish and install approved temporary heating units, operate and maintain same, and remove them or relocate them as directed until such time as the Supermarket Building's heating system is operational. The cost of all temporary systems and/or utility operating costs shall be the responsibility of the Tenant's General Contractor until thirty (30) days prior to store opening. Open salamanders shall not be operated where smoke will damage finished work or interfere with satisfactory installation of finishes or to heat areas with recently poured concrete.

L. Temporary Closures. The Tenant's general contractor shall erect temporary closures over openings when weather conditions render such action necessary for proper installation of any portion of the work.

M. Protection For Work In Place. Work in place that is subject to injury, because of operations being carried on adjacent thereto, shall be covered, boarded up, or substantially enclosed with adequate protection. All forms of protection shall be constructed in a manner such that, upon completion, the entire work will be delivered to Tenant in proper, whole and unblemished condition.

N. Temporary Fire Protection. The Tenant's general contractor shall provide and maintain fire extinguishers, fire hoses and other equipment as necessary for proper fire protection during construction. Such equipment is to be used for fire protection only.

O. Temporary Barricades. The Tenant's general contractor shall provide all temporary barricades to applicable codes and as required to insure the safety of all persons. Barricades and/or safety devices shall be provided as required by local authorities for work in or adjacent to public right-of-ways and all right-of-ways and construction areas shall be kept free of all debris.

P. Scaffolds and Runways. The Tenant's general contractor shall furnish, erect and maintain for duration of work as required, all scaffolds, runways, guard rails, platforms and similar temporary construction, as may be necessary for the performance of the work and to insure the safety of all persons. Such facilities shall be of type and arrangement as required for their specific use, shall be substantially constructed throughout, strongly supported, and well secured, and shall comply with all applicable rules and regulations of applicable state and local codes.

Q. Field Office & Other Temporary Structures. The Tenant's general contractor shall erect and maintain suitable temporary field office for his use, the use of Tenant or its representative, and other authorized personnel. The office shall promptly be removed from the site upon completion of the work.

R. Temporary Chemical Toilet. The Tenant's general contractor shall supply temporary toilets in numbers as required, located as approved and maintained in a clean and sanitary condition acceptable to the Tenant's architect and legally constituted authorities.

S. Governing Authorities. Should government, state or local authorities require construction of temporary barricades or covered passageways, they shall be constructed by the Tenant's general contractor at no additional cost to Landlord and Tenant, shall be approved by the Tenant's architect and shall be painted and maintained in a neat, orderly appearance at all times.

T. Removal of Temporary Construction. Temporary office facilities, toilets, storage sheds, and other construction of temporary nature shall be removed by the Tenant's general contractor from the Premises and Shopping Center as soon as, in the opinion of the Tenant's architect, the progress of the work will permit, and the portions of the Premises occupied by same shall be properly reconditioned and restored to a condition acceptable to the Tenant's and Landlord's architects.

U. Pumping and Drainage. Surface or subsurface water or other fluids shall not be permitted to accumulate in excavations nor in or about the Premises and vicinity thereof. Should such conditions be encountered or develop, the water or other fluid shall be controlled and suitably disposed of by the Tenant's general contractor by means of temporary pumps, piping, drainage lines, troughs, ditches, dains, or other methods as approved by the Tenant's architect.

V. Project Closeout. Tenant and/or its general contractor shall provide all work for project closeout as specified, including but not limited to items W, Y, Z, AA and BB shown below.

W. Cleaning shall include furnishing of all material and labor necessary for the completion of all cleaning herein specified, or as required by same.

- (1) Cleaners. Except site clean-up, all cleaning on exterior and interior of building as herein specified and as necessary to complete the cleaning, shall be done by approved professional cleaners.
- (2) Exterior. In addition to items specified below, all surfaces on exterior stone, concrete, metal, etc., shall be cleaned using methods approved by the Tenant's architect.
- (3) Trash Removal. The Tenant's general contractor and each trade shall be responsible for the clean-up and removal of its own trash and debris at the end of each day.
- (4) Glass. Clean both sides carefully and thoroughly and leave absolutely clean and free from paint, grease and dirt. Remove all labels.
- (5) Hardware. All hardware shall be carefully and thoroughly cleaned and polished and left absolutely clean and free from paint, grease and dirt.
- (6) Plumbing. All plumbing fixtures, fittings and exposed plated piping shall be carefully and thoroughly cleaned and polished and left absolutely clean and free from paint, grease, dirt, etc. Remove all labels.
- (7) Electrical Work. All electrical fixtures, including glassware, trim switch plates, etc. shall be carefully and thoroughly cleaned and polished and left absolutely clean and free from paint, grease, dirt, etc. Remove all labels.
- (8) Equipment. All items of equipment, mechanical, electrical, etc., shall be carefully and thoroughly cleaned.
- (9) Floors. All floors shall be thoroughly cleaned. Resilient floor coverings shall be mopped with warm water and mild detergent in accordance with the manufacturers recommendations. Concrete floors shall be sanded, vacuumed, damp-mopped or scrubbed, as required to leave them thoroughly clean. Cleaning shall include removal of all layout marks.
- (10) Completion. The entire Premises, inside and out, and the entire Premises shall be in first class, clean condition before final payment of Supermarket Building Cost by Landlord.

X. As-Built Drawings. The Tenant's general contractor shall maintain a set of drawings, from the original bidding documents, for recording information as follows:

- (1) If the Tenant's general contractor shall elect to vary from the contract documents, and secures prior approval of the Tenant's architect, for any phase of the work, other than those listed below he shall record in a neat, readable manner, all such variances on reproducible drawings.
- (2) For domestic water, sanitary sewer, storm drainage, electrical and fire protection work as-built drawings shall be maintained by the Tenant's general contractor as the work progresses and as follows:
 - a) All deviations from the sizes, locations and from all other features of all installations shown in the contract documents shall be recorded.

- b) In addition, it shall be possible, using these drawings, to correctly and easily locate, identify and establish sizes of all piping, directions and the like, as well as all other features of work which will be concealed underground for future maintenance, remodeling, etc.
 - c) Locations of underground work shall be established by dimensions to column lines or walls, locating all turns, etc., and by properly referenced centerline or invert elevations and rates of fall.
- (3) The following requirements apply to all as-built drawings:
- a) They shall be maintained at the Tenant's sole expense.
 - b) All such drawings shall be done carefully and neatly on reproducible sepias provided by the Tenant's architect.
 - c) Additional drawings shall be provided as necessary for clarification.
 - d) They shall be kept up-to-date during the entire course of the work and shall be available upon request for examination by the Landlord and Landlord's architect and, when necessary, to establish clearances for other parts of the work.
 - e) One copy of the as-built drawings shall be returned to Landlord prior to substantial completion of the work and prior to the final punch list, and are subject to the approval of the Tenant's and Landlord's architects.

Y. Guarantees

- (1) All work to be guaranteed by the Tenant's general contractor for a period of one year from the later of the date of issuance of the Certificate of Occupancy, or the date of acceptance of the work by Tenant and Landlord's architect. In addition to the extended guarantees required in item number 6 below, subcontractors shall guarantee their work for a period of one (1) year from the later of the date of the issuance of the certificate of occupancy, or the date of acceptance of the work by Tenant, and shall guarantee to repair work that proves defective in workmanship and/or materials due to above work without expense whatsoever to Tenant. In case of work performed by Tenant's subcontractors, the Tenant's general contractor shall guarantee the work to and in favor of the Landlord and Tenant.
- (2) Delivery of guarantees shall not relieve the Tenant's general contractor from any obligation assumed under any other provisions of the Tenant's general construction contract.
- (3) The Tenant's general contractor shall repair all defects and/or damage resulting from faults in workmanship or materials that develop during specified guarantee periods. Repair procedures and schedules shall be approved by the Tenant. Tenant's general contractor shall perform repair work entirely at his own expense within ten (10) days of written notice in a manner which will impair the Tenant's business as little as possible.

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- (4) Nothing herein intends or implies that guarantees shall apply to work which has been abused or neglected by the Landlord or Tenant, or their successors in interest.
- (5) All special guarantees required by this Exhibit shall be in writing, and in the form required and delivered to Landlord and Tenant prior to substantial completion, and prior to the final punchlist.
- (6) Extended guarantees shall be provided as follows:
 - a) Masonry and precast concrete - 5 year guarantee against water penetration.
 - b) Roofing system - 20 years.
 - c) Sheetmetal and flashing - 5 years.
 - d) Caulking and sealants - 5 years.
 - e) Sanitary caulking - 5 years.
 - f) Entrance doors and framing - 2 years.
 - g) Finish hardware - 2 years.
 - h) Air conditioning compressors - 5 years.

Z. Maintenance Manual and Shop Drawings. The Tenant's general contractor shall furnish Tenant and Landlord, prior to substantial completion, and prior to the final punch list, as part of the contract, two (2) sets each of (a) bound maintenance and operations manuals presenting full details for care and maintenance of equipment of every nature, furnished under this contract and (b) bound copies of all approved shop drawings.

AA. Mechanics Lien Guarantee. Tenant's general contractor shall provide Tenant and Landlord with a satisfactory mechanics lien guarantee.

BB. Punch List. The following procedure will be used for the final punch inspection:

- (1) All consultants, Landlord's representative and Tenant's representatives to turn in a punch list within ten (10) days after substantial completion of project.
- (2) Tenant's architect to be responsible for combining all lists onto one master list and delivering it to the Tenant's general contractor within seven (7) days after receipt from all consultants, Landlord's representative and Tenant's representative.
- (3) Tenant's general contractor to return a copy of the punchlist showing all projected completion dates for each item to Tenant's architect. Copy to be returned to Tenant's architect within seven (7) days.
- (4) After notification of completion of punch list by Tenant's general contractor and architect an inspection will be made by the Landlord and Tenant to verify any

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discrepancies which shall be noted in writing and given to the general contractor within seven (7) days.

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EXHIBIT F
SUPERMARKET BUILDING PAD
(Section 5.1B)

Overview

This Exhibit shall be used in conjunction with that certain lease (the "Lease") between Raceway Central LLC, an Illinois limited liability company ("Landlord") and SVT, LLC ("Tenant") for an approximately sixty-five thousand (65,000) square foot supermarket building ("Supermarket Building") and related sitework improvements (collectively, the "Premises Improvements") to be constructed by the Tenant on a parcel of land approximately 304,285 square feet (the "Supermarket Building Pad") designed and constructed by Landlord within a to be developed shopping center (the "Shopping Center") on approximately one million one hundred forty thousand eight hundred sixty-five (1,140,865) square feet of land at the southeast corner of Vermont Street and Ashland Avenue in Calumet Park, Illinois. The Supermarket Building Pad is depicted diagrammatically on Exhibit A, the Preliminary Site Plan and Exhibit A-1 Site Plan Area Allocations. All capitalized words or terms herein shall be as defined within the Lease.

Intent

These minimum site criteria in addition to Section 5.1(B) and other Lease provisions shall govern the testing, design and construction of the Supermarket Building Pad by Landlord, at Landlord's sole expense, to ensure that the Supermarket Building Pad will be suitable for normal construction, including the long-term structural integrity of the Premises Improvements, Supermarket Building and related site improvements.

This exhibit shall define the condition in which the Supermarket Building Pad is delivered by the Landlord to the Tenant. The Landlord will furnish the Tenant with copies of all environmental, soil and compaction tests, as well as copies of all civil engineering drawings and specifications prepared by the Landlord's engineers related to the testing, design and construction of the Supermarket Building Pad and Shopping Center's sitework. Any provisions set forth in the Lease for approval by Tenant of any of the items set forth herein shall govern.

General Minimum Requirements

1. A Phase One Environmental Report has been provided to the Landlord and Tenant by the Seller of the Shopping Center Land to describe the presence of Hazardous Material and/or toxic substances. A licensed testing company, subject to reasonable approval by Tenant, shall conduct customary due diligence and take sufficient soil samples, if required, by either Tenant or Landlord, to supplement the Phase One Environmental Report and to determine the environmental condition of the Supermarket Building Pad and Shopping Center Land. Test results shall indicate if the Shopping Center Land contains any levels of Hazardous Material, toxic or corrosive substances which would be in violation of current Environmental Law.
2. A geotechnical report shall be prepared by a testing company for the Landlord and Tenant, at the Landlord's sole cost, consisting of soil borings located within the Supermarket Building Pad. Borings are to be of sufficient depth and be complete with soil description/classifications, location map, and recommendations for the Supermarket Building Pad's preparation and Supermarket Building's foundation

design. In the event that the soil borings indicate potential soil problems as diagnosed by the geotechnical consultants, additional soil borings shall be provided by the Landlord.

3. The geotechnical Report shall indicate depths or elevations at which a minimum soil bearing capacity of 3000 PSF at 4'-0" below the proposed Supermarket Building's finish floor elevation can be provided for conventional spread footings. Areas with unusual soil conditions are to be evaluated per geotechnical recommendations. Landlord to rectify unacceptable soil conditions per methods recommended by the geotechnical consultant and approved by Tenant. All vegetation, organic and unsuitable materials are to be removed from the Supermarket Building Pad and Shopping Center Land where improvements are depicted on Exhibit A.

4. Landlord shall provide Tenant with (a) two (2) copies of the Shopping Center Land's survey provided by the Shopping Center Land's Seller; (b) two copies of the Survey prepared by the Landlord's civil engineering firm; and (c) the Landlord's civil engineering drawings indicating all existing and proposed grades, utilities (Gas, Storm, Sanitary, Water, Electrical, etc.) and locations of above grade and below grade structures to be removed and/or demolished, for Tenant's approval. Existing topography and proposed finished ground contours are to be indicated by contour lines at 1'-0" intervals and/or spot elevations at 50'-0" on center.

5. Landlord shall provide for the demolition and removal of all above and below grade structures, including, but not limited to the existing race track, buildings, tanks, piping, slabs, tunnels, foundations, manholes, catch basins, utilities, etc. The Landlord may reasonably request approval by Tenant to leave in place below grade obstructions which will not affect the Tenant's installation of conventional spread footings, utilities, refrigeration trenching and storm drainage plumbing or electrical piping systems.

6. Preparation of the Supermarket Building Pad shall not begin before advising Tenant in advance of Landlord's construction schedule and giving Tenant the opportunity to have a representative present to observe all site preparations at all times during Landlord's preparation of the site.

7. The Supermarket Building Pad shall be brought to eight (8) inches below the proposed finish floor elevation with approved engineered fill, if required.

8. The type of backfill replacement material and its method of installation shall be as required per this exhibit and will be provided by the Landlord at its sole cost and shall be subject to approval by Tenant which approval shall not be unreasonably withheld.

9. All replacement backfill used to raise existing grades to subgrade elevation shall be placed in lifts (thickness commensurate with material type as determined by Landlord's geotechnical consultants) and compacted to at least 95% Modified Proctor Density under the Supermarket Building and 90% Modified Proctor Density in parking areas, parking aisles or truck aisles. All fill operations to be verified/certified by Landlord's geotechnical consultants. Maximum variation in elevation from subgrade design elevation to be plus or minus one-tenth (1/10) inch.

10. Landlord shall submit a copy of all certificates of compaction and density test reports certifying that all fill material has been compacted in accordance with this exhibit. Landlord's surveyor or civil engineer shall certify in writing that grade and subgrade elevations within the Supermarket Building taken on an approximate 50'-0" grid are within one-tenth (1/10) inch plus or minus of grades shown on the Landlord's civil engineer's drawings approved by Tenant and Landlord.

11. The Landlord shall perform all soil treatment, replacement and compaction required to overcome any adverse soil conditions in order to comply with the provisions of this exhibit.
12. In the event that during Tenant's excavation process for loading docks, utilities, refrigeration trenching, plumbing or electrical piping systems, footings and foundations for the Supermarket Building and related sitework within the Premises, the Tenant discovers obstructions, or unsuitable soil, materials, adverse soil conditions which will not allow a foundation design of 3,000 P.S.F. via spread footing design, at 4'0" below the proposed finish floor elevations, the Landlord shall be responsible for all costs and expenses incurred for additional foundation excavation and construction, excavation for utilities, footings and foundations as a result of such unsuitable soil, materials, adverse soil conditions, or obstructions.
13. Landlord shall supply all utilities (sanitary sewer, storm sewer, gas, water and electrical), specifically excluding telephone, stubbed in a workmanship like manner to a point which is 5'-0" outside the perimeter of the Supermarket Building. All utility stubs shall be of a capacity reasonable for a 65,000 square foot supermarket. Landlord to (a) supply one storm sewer connection point within 5'-0" of the Supermarket Building of adequate size to receive storm water from the Supermarket Building's roof drains, loading docks and Premises site improvements; (b) supply gas service to the Premises for an estimated gas load of 5000 cubic feet per hour; (c) supply one sanitary sewer stub to the Supermarket Building; and (d) supply one water stub to the Supermarket Building of adequate size for applicable fire protection requirements.
14. Exhibit G, Site Criteria for Common Areas, shall also govern the condition of the Supermarket Pad for which the Landlord is responsible to deliver to the Tenant.
15. Tenant's estimated electrical service requirement is 2000 AMPS, 277/480 volt 3 phase.
16. Provide water service at minimum 30 psi gauged. Actual water service to be sized per code. Automatic sprinkler system requirements shall require: a) 0.30 gpm per square feet over the most remote 2000 sq. ft. for all areas which will allow a maximum of 18'-0" of vertical storage; b) 0.24 gpm per square feet over most remote 2000 sq. ft. for all areas which will allow a maximum of 14'-0" of vertical storage; c) 0.17 gpm per square feet over most remote 2500 sq. ft. for all areas which will allow a maximum of 12'-0" of vertical storage; d) 250 gpm included for outside hose allowance; and e) flow test data to be provided to Tenant.
17. The top of all storm, sanitary and water lines servicing the Supermarket Building to be no less than 3'-6" below top of finished grade or pavements.
18. Provide for installation at Tenant's sole expense of a minimum of a 1500 gallon capacity exterior grease basin located approximately 10'-0" from the Supermarket Building per municipal Building and Health Department requirements. Exact location to be determined. Provide for installation of inspection manhole at Tenant's expense per municipal requirements. The subject grease trap shall intercept all sanitary sewer effluent from the meat room, bakery, deli, etc. prior to discharge into the Landlord's sanitary sewer stub.
19. No utility line running parallel to the Supermarket Building's exterior walls shall be run closer than five (5) feet to the building.

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20. Landlord shall provide paving on Supermarket Building Pad for all areas not utilized for Tenant's loading docks, landscaping areas, sidewalks and concrete unloading surfaces. Tenant shall be responsible for constructing all required loading docks, sidewalks in front of Supermarket Building, concrete unloading surfaces, concrete stoops and stairs at all perimeter doors, storm drainage structures inside the Supermarket Building or loading docks and surfaces and connecting them to Landlord's storm drainage system.

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EXHIBIT G
SITE CRITERIA FOR COMMON AREA
(Section 5.1D)

Overview

This Exhibit shall be used in conjunction with that certain lease (the "Lease") between Raceway Central LLC, an Illinois limited liability company ("Landlord") and SVT, LLC ("Tenant") for an approximately sixty-five thousand (65,000) square foot supermarket building ("Supermarket Building") and related sitework improvements (collectively, the "Premises Improvements") to be designed and constructed by the Tenant on a parcel of land (the "Supermarket Building Pad") designed and constructed by Landlord within a to be developed shopping center (the "Shopping Center") at the southeast corner of Vermont and Ashland Avenue in Calumet Park, Illinois. All capitalized words or terms shall be as defined within the Lease.

Intent

These minimum site criteria, in addition to Exhibit F, the Supermarket Building Pad, shall outline work to be done by Landlord, including testing, design and construction to eliminate adverse site conditions in the Supermarket Building Pad, Shopping Center Land and Common Areas by Landlord at Landlord's sole expense. Any provisions set forth in the Lease for approval by Tenant of any of the items set forth herein shall govern.

A. General Information to be Submitted to Tenant

All items of this section to be submitted by Landlord are subject to reasonable review and acceptance by Tenant.

1. Landlord shall submit two (2) copies of the following to Tenant:
 - a) Geotechnical reports for the Shopping Center Land and Supermarket Building Pad.
 - b) Boundary and topographic survey of the Shopping Center Land.
 - c) Complete site development, demolition, civil engineering and traffic signal (if applicable) plans and specifications for the Shopping Center and Supermarket Building Pad incorporating all site criteria for the Common Areas and the Supermarket Building Pad.
 - d) Preliminary Shopping Center facade design for approval by Tenant, which shall not be unreasonably withheld, including facade material specifications, samples, and colors.
 - e) Traffic study.
 - f) Landscape plan(s).

- i) Photometric layout for Shopping Center site lighting.
- j) Environmental Reports.
- k) Water Pressure Tests.

2. Landlord shall submit plans, schedules, etc., periodically, as they are developed, for Tenant's review and/or approval, to facilitate (a) expediting the design and construction of the Shopping Center and (b) consistent detailing and coordination between Tenant's architectural work and the Shopping Center.

3. Landlord shall submit two copies of all permits and required governmental approvals, as they are obtained, for the Shopping Center and Supermarket Building Pad, including building permits, zoning variance approvals, Army Corps of Engineers approvals, Health Department permits, etc. for the Shopping Center, specifically excluding those related to the Supermarket Building. Tenant shall be responsible for all building and health permits, tap in permits and meter permits related to the Supermarket Building.

B. General Minimum Requirements

All provisions of this Section to be submitted to Tenant in the form of plans, specifications and reports, are subject to reasonable review and acceptance by Tenant.

C. Site Development

The following minimum site design criteria shall be incorporated by the Landlord's architect/engineer into the preparation of the civil engineering drawings for the Supermarket Building Pad and Shopping Center sitework.

- 1. Demolition and removal of all existing buildings and structures, including their foundations.
- 2. All organic and other unsuitable materials existing below grade shall be removed to a depth of 4'-0" below the proposed Supermarket Building floor elevation and replaced with engineered fill compacted to 95% Modified Proctor Density in building areas and 90% Modified Proctor Density in parking areas, driveways and truck delivery areas or aisles. Any other adverse soil conditions, including surface or sub-surface water found by the Landlord's geotechnical consultants shall be corrected.
- 3. Parking lot to be graded from a minimum of 1.0% to a maximum of a 3.5% slope. This slope is required to prevent ponding water without creating the problem of "run-away" shopping carts.
- 4. Parking areas shall use a minimum of 60 degree parking stalls (9' wide) spaced at 58'-0" O.C. minimum or 90 degree parking stalls (9' wide) spaced at 60'-0" O.C. or as shown on approved Preliminary Site Plan included in Exhibit A herein. Handicap stalls shall be provided per A.D.A. or other federal, state and local requirements in proximity to the Supermarket Building. Handicapped parking signs shall be provided and installed by Landlord subject to acceptance by Tenant.
- 5. Provide and install at all entry/exit drives:
 - a) Pedestrian crosswalks with 8' wide yellow striping at sidewalk ramps.

- b) Striped parcel pickup lane.
 - c) Storefront drive a minimum of 27'-0" wide exclusive of a parcel pickup lane, or as shown on the Preliminary Site Plan.
6. Subject to engineering studies and/or geotechnical reports which may require higher standards, minimum pavement design at common area parking and service drive areas to be:
- a) 1 1/2" base course and 1" finish asphalt surface course on 8" compacted CA-6 stone base, or equal, in all parking areas.
 - b) 2" base course and 1" finish asphalt surface course on 10" compacted CA-6 stone base, or equal, for all entrance, service and storefront drives.
7. Construction of storefront sidewalks for other tenants of the Shopping Center:
- a) Minimum of 6'-0" in width at storefront from entry door to curb.
 - b) 4" thick 2500 psi concrete slab with 6" x 6" x 10/10 WWF on 4" compacted sand or gravel installed with expansion joints, compressible filler and sealer.
 - c) Slope of sidewalk away and perpendicular to store front to be 1/8" to 1/4" per 1'-0".
8. Provide rear service drive in accordance with the Preliminary Site Plan.
- a) Slopes for the service and street access drives may not exceed six percent (6%).
 - b) All exterior pavement areas at receiving doors subject to tractor trailer traffic should be level, if possible. Should it be necessary to slope these surfaces, a maximum six percent (6%) slope along the long axis of this surface in one direction will be acceptable.
9. If possible, storm retention areas, if any, shall not be in parking lot and receiving areas. All storm water retention/detention areas located in parking areas, if any, to have maximum water height of 1'-0" (at drain). High water line must be a minimum of 50'-0" away from Tenant's front sidewalk. Indicate high water line on site engineering plan.
10. Provide irrigated landscaped areas and islands in accordance with the Preliminary Site Plan.

D. Site Utilities

1. Landlord shall provide a construction schedule for site utilities to Tenant at the time the Supermarket Building Pad is delivered to Tenant for acceptance. Tenant will be responsible for the cost of all utility operating costs including the costs of electricity, water and gas consumed within the Premises utilized for the construction of the Supermarket Building from the date which the Supermarket Building Pad is accepted.
2. Landlord shall provide an average minimum maintained 7.0 to 10.00 foot candle power of illumination for the parking areas of the Shopping Center at the north sides of the Supermarket Building and a maintained average of 8.5 foot candle power of illumination for the remaining parking areas of the

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balance of the Shopping Center. The parking lot lighting, Shopping Center pylon sign and all undercanopy lighting for the Supermarket Building and Shopping Center to be circuited to a master panel within the Shopping Center's electrical/mechanical room to allow simultaneous operation via a master time clock.

3. Landlord shall provide fire hydrants per Factory Mutual requirements and as required by local fire department.

4. Tenant to verify with Landlord the exact size and final locations of all underground utilities from engineering drawings to be submitted by Landlord's civil engineering consultant to Tenant for coordination with electrical, plumbing, gas, storm water, water or telecommunication designs prepared by the Tenant's architect.

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EXHIBIT H
PROHIBITED USES
(Section 8.4B)

Notwithstanding anything to the contrary herein contained. Landlord and Tenant shall not use or permit the use of the Shopping Center or Premises for any of the following prohibited uses:

- a) "Second-hand" store, army, navy or governmental "surplus" store;
- b) A fire or bankruptcy sale auction house;
- c) An automobile showroom for the sale, display and leasing of automobiles;
- d) An automobile repair shop;
- e) A bowling alley;
- f) A skating rink;
- g) A video arcade;
- h) A theater;
- i) A massage parlor;
- j) A warehouse;
- k) A funeral parlor;
- l) An adult bookstore displaying, leasing, trading or selling pornographic materials;
- m) A bar, tavern or dance hall with the exception of a sit down restaurant serving beer, liquor or wine which would be located on outlot number one or two as shown on the Site Plan;
- n) A health spa;
- o) A trailer or truck rental operation;
- p) Any other use which is not in conformity with governmental requirements.

EXHIBIT I
SIGN CRITERIA
(Section 8.9)

A. Exterior Signs

1. Tenant may furnish and erect illuminated signs on the canopy fascia and/or the exterior walls of its Premises to identify the Tenant doing business on the Premises.
2. Signs shall not be used for advertising other than that which is implicit in identifying the Tenant, nor shall brand names be used except when a brand name coincides with the name of the Tenant's store. Advertising symbols or logo-type may be used; however, they shall be utilized at Landlord's sole discretion and written approval.
3. Signs shall be surface-mounted with individual, translucent, plastic-faced, illuminated letters. Sides of letters are to be opaque. There shall be no neon or fluorescent tubes or incandescent bulbs exposed to view. Flashing signs and signs employing exposed raceways will not be permitted.
4. The sign letters' projection from the fascia surface to the outside face of letter shall not exceed 0'-7".
5. The horizontal centerline of the proposed single or two-line signs shall be located at the midpoint distance between the top and bottom of the canopy fascia, if applicable. Maximum sign length shall be 50% of Tenant's leased north, west or east walls. Maximum height of lettering or of total sign shall not exceed 8'-0". Minimum height of individual letters shall not be less than 1'-6". No more than two lines vertically shall be employed. Should the two-line style be utilized, all lettering styles shall be the same. Tenant may use upper and lower case letters.
6. Each individual letter shall be illuminated and powered only by remote transformers located behind the Supermarket Building's fascia panel. The Tenant's electrical work shall include power wiring, final hook-up, and a seven-day timing device to control the fascia signage.
7. All signs shall be approved by Landlord prior to fabrication. The Tenant shall cause its sign company to submit detailed drawings, in triplicate, to Landlord. Landlord will review the drawings and return copies marked to indicate approval or the necessary comments within fourteen (14) days of submission. No sign shall be erected by any Tenant except in accordance with the drawing bearing Landlord's final approval, which shall not be unreasonably withheld.
8. A sign permit shall be secured by the Tenant at its sole cost from the applicable municipality prior to the installation of any fascia sign, if required.
9. Upon vacating its Premises, Tenant shall remove its sign letters and repair the building fascia to its condition prior to that of Tenant's sign installation.
10. No signs shall be erected above the Supermarket Building parapet.

B. Miscellaneous

1. Signs painted on glass storefronts will not be permitted.

2. No under-canopy signs will be permitted without Landlord's written approval.
3. Interior neon signs may be utilized by Tenant so long as said signs are not within 10'-0" of an exterior window.

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EXHIBIT J AGREEMENT OF SUBORDINATION, NON DISTURBANCE AND ATTORNMENT

THIS AGREEMENT OF SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT ("Agreement") is entered into by and among Raceway Central LLC, an Illinois limited liability company ("Landlord"), _____, and _____ ("Mortgagee"), and SVT, LLC, an Indiana limited liability company ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the contract purchaser of approximately 1,140,865 square feet of land ("Land") of a portion of which ("Shopping Center Land") it intends to develop an approximate 260,000 square foot shopping center ("Shopping Center") located at the southeast corner of Vermont Street and Ashland Avenue in the Village of Calumet Park, County of Cook, State of Illinois, the legal description of said which is set forth on Exhibit A attached hereto and made a part hereof;

WHEREAS, Mortgagee is the holder of that certain Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Financing Statement, dated as of _____, 2000, recorded in the Office of the Recorder of Cook County, Illinois on _____, 2000 as Document No. _____, made and given by Landlord in favor of Mortgagee to secure the construction and term financing for the improvements to the Shopping Center and (as the same may be renewed, extended, amended or modified from time to time, the "Mortgage");

WHEREAS, under a certain Lease dated as of December 4, 2000 (as the same may be renewed, extended, amended or modified from time to time, the "Lease"), by and between Landlord and Tenant, Landlord did lease, let and demise to Tenant certain premises (hereinafter called the "Premises") located within the Shopping Center on the Shopping Center Land, as more particularly described in the Lease;

WHEREAS, the parties hereto desire to establish certain relative priorities and rights of quiet and peaceful possession for their mutual benefit and to enter into other covenants and agreements, as more particularly set forth herein.

NOW THEREFORE, in consideration of the premises and covenants, terms, conditions, agreements and demises herein contained, and for other good and valuable consideration, each part to the other, the sufficiency and receipt of which are hereby acknowledged, the parties hereto agree, covenant and warrant as follows:

1. Tenant hereby covenants and agrees that the Lease is and shall continue to be subject and subordinate in all respects to the Mortgage and the liens created thereby and each other document or instrument evidencing or securing all or any part of the indebtedness secured by the Mortgage (the Mortgage and each such other document or instrument being called the

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"Loan Documents"), and each increase, renewal, modification, consolidation, replacement and extension being called an "Amendment".

2. So long as the Tenant performs or causes to be performed its obligations under the Lease and the Tenant shall not be then in default under any of the terms, covenants or conditions of the Lease, after the giving of such notice, and the opportunity to cure, as set forth in the Lease, Mortgagee shall not, in the exercise of any right, remedy or privilege granted under the Mortgage or otherwise available to Mortgagee at law or in equity, disturb Tenant's possession under the Lease and the Lease shall not be affected or cut off or terminated thereby; nor shall any acquisition of the Shopping Center or Shopping Center Land (or any improvements thereon) or the Premises by Mortgagee, whether by agreement, deed-in-lieu of foreclosure or by means of the exercise of any right, remedy or privilege granted under the Mortgage or otherwise available to Mortgagee at law or in equity, disturb Tenant's possession under the Lease, and such possession shall not be affected or cut off or terminated thereby.

3. Upon any enforcement of the Mortgage, or in the event the interests of the Landlord under the Lease shall be transferred to Mortgagee by reason of foreclosure, deed in lieu of foreclosure, or otherwise, Tenant hereby covenants and agrees to make full and complete attornment to the Mortgagee as substitute lessor upon the same terms, covenants and conditions as provided in the Lease and all extensions or renewals thereof, so as to establish direct privity of estate and contract between the Mortgagee and Tenant with the same force and effect and relative priority in time and right as though the Lease was originally made directly between Mortgagee and Tenant. If the interests of Landlord under the Lease shall be transferred by reason of foreclosure of the Mortgage, deed in lieu of foreclosure, or otherwise, to any party other than Mortgagee, then Tenant hereby covenants and agrees to make full and complete attornment to such party as substitute lessor, upon the same terms and conditions as provided for herein in the case of attornment to Mortgagee.

4. The Landlord and Tenant agree to give each other and Mortgagee copies of statements served by it upon any of the other parties hereto, whenever any such notice or statement alleges a default by, or failure on the part of any of the parties hereto to perform its duties under the Lease, as the case may be, and to accept performance by any of the parties hereto to cure any such default within the grace or cure period set forth in the Lease, as applicable.

5. Notices to each of the parties hereto shall be effective upon mailing to such party by certified mail, return receipt requested, addressed as follows:

If to Landlord:

Raceway Central LLC
Attn: F.-Clifford DiLorenzo, Manager
c/o Trkla, Pettigrew, Allen & Payne, Inc.
222 South Riverside Plaza, Suite 1616
Chicago, Illinois 60606

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With a copy to:

Kerry M. Lavelle, Esq.
Lavelle Legal Services Ltd.
208 South LaSalle Street
Suite 1200
Chicago, Illinois 60604

If to Tenant:

SVT, LLC
2244 45th Avenue
Highland, Indiana 46322
Attn: David Wilkinson, President

With a copy to:

Kerry M. Lavelle, Esq.
Lavelle Legal Services, Ltd.
208 South LaSalle Street
Suite 1200
Chicago, Illinois 60604-1003

With a copy to:

Glenn Patterson, Esq.
Anderson & Taubor
Barrister Court
9211 Broadway
Merrillville, Indiana 46410

If to Mortgagee:

With a copy to:

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Attn: _____

or as to each party to such other address as the party may designate by a notice given in accordance with the requirements contained in this Section 5.

6. Notwithstanding the above, the provisions of the Mortgage shall govern with respect to the disposition of any casualty insurance proceeds or condemnation awards. Further, the Mortgagee shall not be (i) obligated to complete any construction work required to be done by the Landlord (as hereinafter defined) pursuant to the provisions of the Lease or to reimburse the Tenant for any construction work done by the Tenant; (ii) liable for any accrued obligation of the Landlord, or for any act or omission of the Landlord; (iii) liable under any indemnity provision of whatever nature contained in the Lease, including, but not limited to, any environmental indemnification; (iv) required to make any repairs to the Shopping Center or to the Premises leased under the Lease as a result of fire or other casualty or by reason of condemnation; (v) required to make any capital improvements to the Shopping Center or to the Premises leased under the Lease which the Landlord may have agreed to make, but had not completed, or to perform or provide any services not related to possession or quiet enjoyment of the Premises leased under the Lease; (vi) subject to any offsets, claims or counterclaims which shall have accrued to the Tenant against the Landlord prior to the date on which any Mortgagee shall become the owner of the Shopping Center, (or the portion thereof subject to the Lease) in excess of the Mortgagee's interest in the Shopping Center; or (vii) liable for any security deposit or other monies not actually received by the Mortgagee.

7. The Tenant hereby represents and warrants to the Mortgagee that as of the date hereof (i) the Tenant is the owner and holder of the Tenant's interest under the Lease; (ii) a true and complete copy of the Lease is annexed hereto and made a part hereof as Schedule A and the Lease has not been modified or amended (except for any amendments which are annexed to Schedule A); (iii) the Lease is in full force and effect; (iv) neither the Tenant nor the Landlord is in default under any of the terms, covenants, conditions or provisions of the Lease, and the Tenant to the best of its knowledge knows of no event which but for the passage of time or the giving of notice or both would constitute an event of default by the Tenant or the Landlord under the Lease; (v) neither the Tenant nor the Landlord has commenced any action or given or received any notice for the purpose of terminating the Lease, (vi) all rents, additional rents and other sums due and payable under the Lease have been paid in full and no rents, additional rents or other sums payable under the Lease have been paid for more than one (1) month in advance of the due dates thereof, and (vii) there is no offset or defenses to the payment of any rent, additional rent, or other sums payable under the Lease.

8. The Tenant shall not, without the prior written consent of the Mortgagee (i) enter into any agreement amending, modifying or terminating the Lease; (ii) prepay any of the rents, additional rents or other sums due under the Lease for more than one (1) month in advance of the due date thereof; or (iii) voluntarily surrender the Premises leased under the Lease or terminate the Lease without cause or shorten the term thereof. Any such amendment,

modification, termination, prepayment or voluntary surrender, without the prior written consent of the Mortgagee shall not be binding on the Mortgagee.

9. The Tenant shall notify the Mortgagee of any default by the Landlord under the Lease or any other circumstance which would entitle the Tenant to cancel or terminate the Lease or abate the rents, additional rents or other sums payable thereunder, and agrees that, notwithstanding any provisions of the Lease to the contrary, no notice of cancellation, termination or abatement thereof shall be effective unless the Mortgagee shall have received notice of the default or other circumstance giving rise to such cancellation, termination or abatement and shall have failed within thirty (30) days after receipt of such notice to cure such default or remedy such circumstance, or if such default cannot be cured within thirty (30) days, shall have failed within thirty (30) days after receipt of such notice to commence (and to thereafter diligently pursue and to complete within an additional period not to exceed thirty (30) days) any action necessary to cure such default or remedy such circumstance, as the case may be.

10. Anything in this Agreement or in the Lease to the contrary notwithstanding, in the event that any Mortgagee shall acquire title to the Shopping Center, or shall otherwise acquire any rights of the Landlord under the Lease, then such Mortgagee shall have no personal obligation, nor incur any personal liability, with respect to the Shopping Center or the Lease. The only recourse of the Tenant for the payment and discharge of any obligations imposed upon the Mortgagee under this Agreement or under the Lease, shall be against the interest of the Mortgagee in the Shopping Center. The Tenant agrees that with respect to any money judgment which may be obtained or secured by the Tenant against the Mortgagee, the Tenant shall look solely to the estate or interest owned by the Mortgagee in the Shopping Center and the Tenant will not collect or attempt to collect any judgment out of any other assets of the Mortgagee.

11. This Agreement contains the entire agreement between the parties hereto respecting the subject matter hereof. No variations, modifications or changes herein or hereof shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party.

12. This instrument may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be constructed together and shall constitute one instrument, but in making proof, it shall only be necessary to produce one such counterpart.

13. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The words, "Mortgagee", "Landlord", and "Tenant" shall include their respective heirs, executors, administrators, beneficiaries, successors and assigns, and any party claiming by through more under them, including, without limitation, in the case of Mortgagee, any purchaser at a foreclosure sale and its successors and assigns.

14. The terms, covenants and conditions hereof shall insure to the benefit of and be binding upon the respective parties hereto, and their respective heirs, executors, administrators, beneficiaries, successors and assigns.

15. This Agreement shall only be effective and enforceable when Landlord takes the title to the Shopping Center Land.

16. Landlord represents and warrants that there shall be no other interest holders in the Shopping Center with foreclosure rights that would otherwise affect Tenant's quiet use and enjoyment of the Premises. Landlord agrees to indemnify and hold Tenant harmless for any action taken by another interest holder, in foreclosure of their rights that ultimately affect and disturb the quiet use and enjoyment of the Premises by Tenant.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed, sealed and delivered in their respective names and in their behalf; and if a corporation or limited liability company, by its officers or managers, respectively, duly authorized, this _____ day of _____, 2000.

LANDLORD:

RACEWAY CENTRAL LLC, an Illinois limited liability company

By: _____
Name: Robert Wagner
Title: Manager

By: _____
Name: F. Clifford DiLorenzo
Title: Manager

TENANT:

SVT, LLC, an Indiana limited liability company

By: _____
Name: David Wilkinson
Title: President

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MORTGAGEE:

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EXHIBIT K
PERMITTED EXCEPTIONS
(Section 12.3)

1. General real estate taxes and special assessments not yet due and payable.
2. Fee mortgage subject to Agreement of Subordination, Non-Disturbance and Attornment, as set forth in Exhibit J. to the Lease.
3. Any other exception that would not hinder or delay the use of the Premises as required by the provisions of the Lease.

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EXHIBIT L
REAL ESTATE AGREEMENT
(Section 17.18)

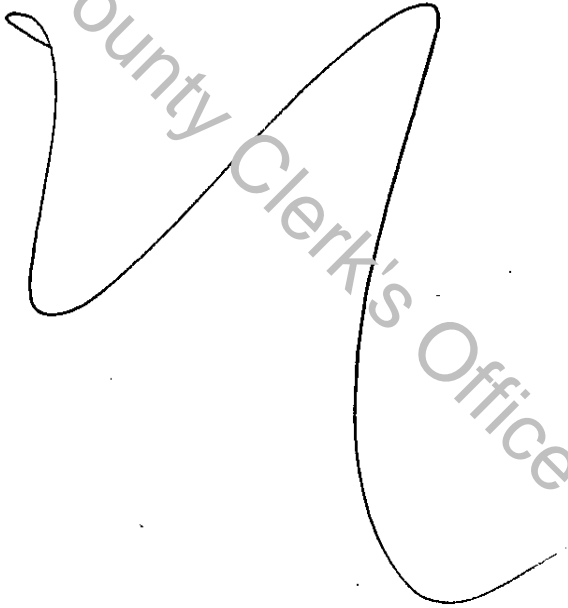
[TO BE PROVIDED PURSUANT TO SECTION 17.18]

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LEASE AGREEMENT

This Agreement ("Agreement") is by and between Raceway Central LLC, an Illinois limited liability company ("Company") that is located at 222 South Riverside Plaza, Suite 1616, Chicago, Illinois 60606 and SVT, LLC ("SVT") that is located at 2244 45th Avenue, Highland, Indiana 46322 and is entered into on this 4th day of December, 2000.

WITNESSETH

WHEREAS, the parties have entered into a certain lease, between Company as lessor, and SVT as lessee dated December 4, 2000 ("Lease") for a supermarket with approximately 65,000 square feet and adjacent parking the combined square footage of which is approximately 304,285 square feet ("the Supermarket Building Pad") on the corner of the southeast corner of Vermont Avenue and Ashland Avenue in Calumet Park, Illinois;

WHEREAS, the parties agree that the Lease controls the relationship between the parties except where the Lease is inconsistent with the agreements herein;

WHEREAS, the parties agree that this Agreement shall be controlling with respect to percentage rent (Section 3.5 of the Lease), the property management fee (Section 3.7 of the Lease) and a right of first refusal with respect to Outlot 1 and Outlot 2 (as depicted in Exhibit A and Exhibit A-1 of the Lease);

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and in the Lease the parties agree as follows:

1. Notwithstanding Section 3.5 and 3.6 of the Lease, the parties agree that so long as Company is the lessor under the Lease and SVT is the tenant, Company waives all rights, title and interest to any percentage under the Lease for the entire term of the Lease and any Extension Options (as defined in Section 2.2 of the Lease) therein.

2. Notwithstanding Section 3.7 of the Lease, SVT shall have an irrevocable option to become the property manager of the Shopping Center (and any future development that becomes a part of the Shopping Center and to receive all property management fees set forth in Section 3.7 of the Lease as well as the property management fees (if any) set forth in other leases or agreements between the lessor (or its assignees) and the Second Retail Anchor, Outlot 1, Outlot 2, and any future tenants in the Future Development Land (all of which are depicted in Exhibit A and Exhibit A-1 of the Lease). This is an option that is personal to SVT and not the subject of transfer or assignment.

3. At such time that Company assigns, sells, transfers or otherwise disposes of its rights as the lessor under the Lease, Company covenants and agrees that it shall put said transferee on notice of the SVT rights contained herein.

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4. Notwithstanding the absence of language contained in the Lease, SVT shall have a right of first refusal for 36 months beginning on the date hereof, a right of first refusal to purchase Outlot 1 and Outlot 2 (both of which are depicted in Exhibit A and Exhibit A-1 of the Lease). The purchase price for the Outlot 1 or Outlot 2 shall be equal to the bonafide offer to purchase received from any third part offeror. Once SVT is served with notice that Company has received an offer to purchase Outlot 1 or Outlot 2, or both, SVT shall have 20 calendar days to either accept or reject the pending offer to purchase in its entirety. If SVT accepts such offer, SVT shall have 90 calendar days thereafter to close the purchase right of first refusal. In the event Company, within 36 months following the date hereof, determines in its sole discretion to sell, transfer, convey or otherwise dispose of its interest in the Lease, Company agrees to execute deliver and record a memorandum of this Right of First Refusal as a restriction on title to Outlot 1 and Outlot 2 in form and substance satisfactory to Company and SVT.

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

TENANT

LANDLORD

SVT, LLC, an Indiana limited liability company

Raceway Central, LLC, an Illinois limited liability company



By: David Wilkinson
Its: President



By: F. Clifford DiLorenzo
Its: Manager

By: Robert Wagner
Its: Manager

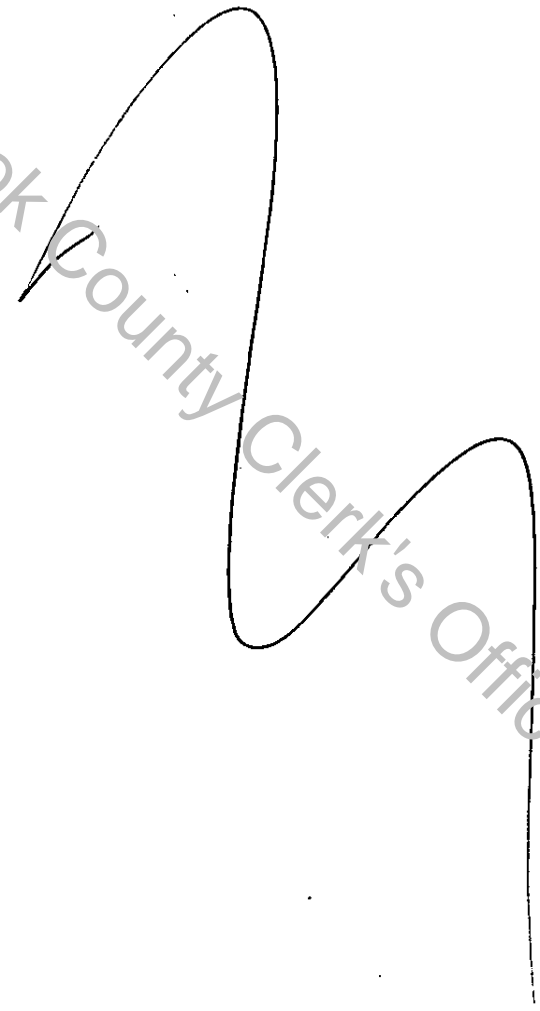
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LEASE PAYMENT AGREEMENT

This LEASE PAYMENT AGREEMENT ("Agreement") is by and between Central Grocers, Inc., an Illinois corporation ("Central") which is located at 11100 Belmont, Franklin Park, Illinois 60131 and SVT, LLC, an Indiana limited liability company ("SVT") which is located at 2244 45th Avenue, Highland, Indiana 46322, and is effective on the 4th day of December, 2000.

WITNESSETH:

WHEREAS, Central owns a 40% interest in a certain limited liability company, Raceway Central, LLC, an Illinois limited liability company ("Raceway Central") which shall design, construct and develop a shopping center at the southeast corner of Vermont Avenue and Ashland Avenue in Calumet Park, Illinois;

WHEREAS, Raceway Central will be developed into two phases; the first of which will be primarily the grocery store in which SVT will operate its store ("First Phase" as defined in Section 5.1D of a certain Lease of even date herewith), the second of which will be for a second anchor tenant and other outlots that will complete the shopping center ("Subsequent Phase" as defined in Section 5.1F of the Lease);

WHEREAS, certain improvements to roadways and to the shopping center will need to be made during the construction of the First Phase that will also benefit the Subsequent Phase;

WHEREAS, that, pursuant to the terms of the Lease, the Base Rent (as defined in the Lease, Section 3.3) of SVT due to Raceway Central is based upon, among other items, the aforementioned infrastructure improvements needed to complete the First Phase, even if the Subsequent Phase is never completed;

WHEREAS, Central is willing to reimburse SVT a portion of the rent payments that are related to the construction of the First Phase that are necessary notwithstanding the fact that Subsequent Phase may never be completed; and

WHEREAS, it is anticipated that Central shall receive benefits from being a 40% member of Raceway Central and that it shall share a portion of such benefits with SVT to help defray SVT's Base Rent costs.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and within the Lease and the Raceway Central Operating Agreement, the parties agree as follows:

1. In years one (1) through five (5) of the Lease, Central shall contribute one hundred percent (100%) in funds, groceries, or other consideration, to SVT to the extent that the Base Rent exceeds \$8.00 per square foot, whether or not the Subsequent Phase is completely sold, or fully leased.

2. If the Subsequent Phase was not completely sold, or fully leased, as of the end of the fifth (5th) year of the Lease, then Central will be relieved of its obligation under Paragraph 1 above, and instead thereof, Central will reimburse SVT 50% in funds, groceries, or other consideration of the amount that the actual Base Rent exceeds the following rental maximums:

<u>Years</u>	<u>SVT's Annual Base Rent Maximum</u>
6-10	\$8.50 per square foot
11-15	\$9.00 per square foot
16-20	\$9.25 per square foot
21-25	\$9.50 per square foot

provided however that at such time during years six (6) through twenty-five (25) of the Lease when the Subsequent Phase becomes completely sold, or fully leased, then Central's obligation in Paragraph 1. above shall resume in lieu of the foregoing provisions of this Paragraph 2.

3. Central is not responsible to reimburse SVT for any rental amounts during any Extension Options (defined in Section 2.2 of the Lease), for percentage rent, management fee, property taxes or any other charges, costs, or indemnities under the Lease.

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

SVT, LLC, an Indiana limited liability company

By: David Wilkinson
Its: President

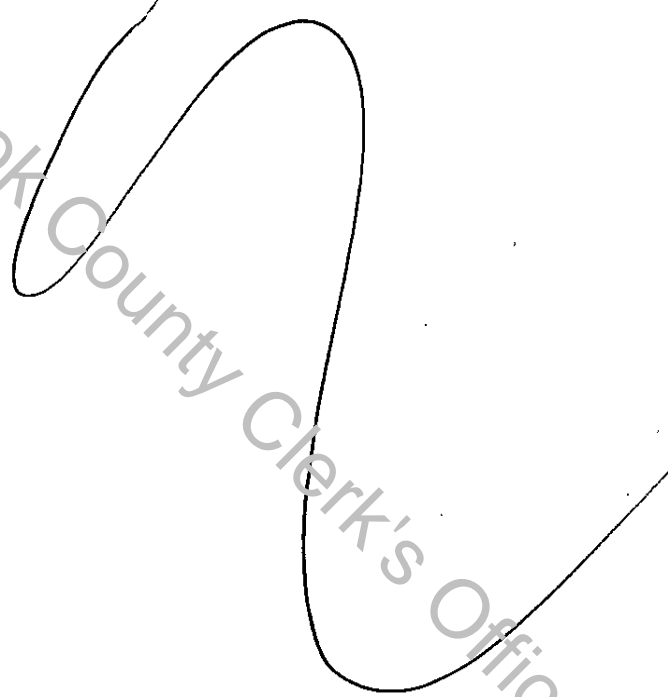
Central Grocers, Inc., an Illinois corporation

By: Robert Wagner
Its: Vice President

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PRICING AGREEMENT

This Agreement ("Agreement") is by and between Raceway Central LLC, an Illinois limited liability company (the "Company") that is located at 222 South Riverside Plaza, Suite 1616, Chicago, Illinois 60606, Central Grocers, Inc., an Illinois corporation ("Central") that is located at 11100 Belmont, Franklin Park, Illinois 60131 and SVT, LLC ("SVT") that is located at 2244 45th Avenue, Highland, Indiana 46322 (collectively, the "Parties"), and is entered into on this 4th day of December, 2000.

WITNESSETH

WHEREAS the Company, as Lessor, and SVT, as Lessee, have entered into a certain lease, dated December 4, 2000 ("Lease") for a supermarket within a shopping center ("Shopping Center at the southeast corner of Vermont Avenue and Ashland Avenue in Calumet Park, Illinois ("Village");

WHEREAS, the Parties acknowledge that Village Ordinances No. 78-291 and 83-409 impact negatively upon SVT's current pricing policies as presented in that certain letter dated October 16, 2000, attached hereto, from David Wilkinson, President of SVT, and the Honorable Mayor Buster B. Porch, the Village's Mayor, (the "Letter");

WHEREAS, the Village is considering the requests made by SVT in the Letter and the Village will consider amendments to its ordinances consistent with the requests made in the Letter after January 3, 2001;

WHEREAS, SVT has been requested by the Village to execute the Lease in connection with funding for the Shopping Center as set forth in a Redevelopment Agreement with the Company, dated December 7, 2000, prior to an acceptable written agreement with the Village regarding issues presented within the Letter. The Parties acknowledge that SVT will be damaged economically in the event the requests set forth in the Letter are not granted by the Village;

NOW THEREFORE, in consideration of the mutual promises and covenants contained within the Lease and herein, the Parties agree as follows:

1. SVT and the Company shall continue predevelopment activities in connection with the Shopping Center and Supermarket Building as contemplated within the Lease during the time period in which the Village is taking the Letter under advisement;
2. SVT and the Company shall work jointly with the Village on a best efforts basis to cause the required ordinances to be amended in a manner that will address SVT's concerns to its reasonable satisfaction as stated in the Letter;

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3. In the event the Village is unwilling or unable to materially satisfy SVT's requests and concerns stated within the Letter by February 25, 2001, then, SVT shall have the option to terminate the Lease without recourse by the respective Parties to any other party to this Agreement.

4. In the event of the Lease's termination pursuant to Paragraph 3 above, each Party shall be responsible for all indirect or direct costs incurred to date in connection with Lease, the Company's Operating Agreement or related development costs, without recourse, including any claims for future profits or lost opportunities;

5. In the event of the Lease's termination pursuant to Paragraph 3 above, Central shall transfer its Membership Interest in the Company to F. Clifford DiLorenzo for the sum of Ten Dollars and No Cents (\$10.00) within fourteen (14) days following the Lease termination by SVT; and

6. In the event of the Lease's termination the Company shall reimburse Central for all loans and Capital Contributions made to the Company, including accrued interest thereon to the date of termination. Such loan reimbursements to Central, with accrued interest, shall be made from Distributable Cash at parity with payment of loans made by Community Care L.L.C. and other Members (including accrued interest).

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

TENANT

SVT, LLC, an Indiana limited liability company



By: David Wilkinson
Its: President

LANDLORD

Raceway Central, LLC, an Illinois limited liability company



By: F. Clifford DiLorenzo
Its: Manager



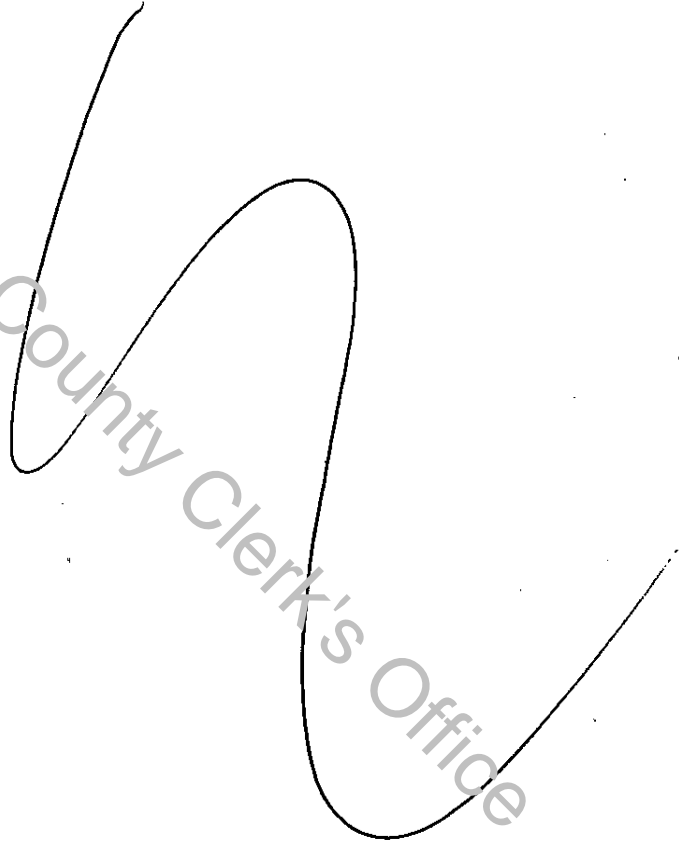
By: Robert Wagner
Its: Manager

Central Grocers, Inc., an Illinois corporation



By: Robert Wagner
Its: Vice President

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A large, stylized handwritten signature in black ink is written over the diagonal watermark text.

GUARANTEE AGREEMENT

This Agreement ("Agreement") is by and between Raceway Central LLC, an Illinois limited liability company ("Company") that is located at 222 South Riverside Plaza, Suite 1616, Chicago, Illinois 60606 and Central Grocers, Inc., an Illinois corporation ("Central") that is located at 11100 Belmont, Franklin Park, Illinois 60131 and is entered into on this 4th day of December, 2000.

WITNESSETH

WHEREAS, Central is a member of the Company that is designing, constructing and developing a shopping center at the southeast corner of Ashland Avenue and Vermont Avenue in Calumet Park, Illinois;

WHEREAS, SVT, LLC, an Indiana limited liability company, in which Central has a majority interest, has executed a lease ("Lease") of this same date to operate an approximately 65,000 square foot supermarket;

WHEREAS, under circumstances described herein, Central agreed to provide its guarantee of Tenant's performance of its obligations under the Lease (the "Guarantee");

WHEREAS, the Company agrees to waive the requirement of the Guarantee; provided it is able to obtain Project Financing, as such term is defined in Section 9.3 of the Operating Agreement for the Company dated December 4, 2000 and the Project Financing so obtained is on the same terms and conditions that would have been provided if the Guarantee had been provided; and

WHEREAS, Central and the Company recognize that the absence of the Guarantee may also impair the availability and terms and conditions of permanent financing for the Project and the absence of permanent financing may adversely affect the availability and terms and conditions of the Project Financing.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Company and Raceway agree as follows:

Central agrees that if the absence of the Guarantee causes i) the Project Financing to be unavailable or available on terms and conditions less favorable than those that would be obtained with the Guarantee in place; or ii) permanent financing for the Project to be unavailable or available on terms and conditions that are less favorable than those that would be obtained with the Guarantee in place, then, upon written notice by the Company to Central, Central shall deliver to the Company an executed copy of a guarantee in form and content reasonably required by the provider of the Project Financing or permanent financing. The Company's notice shall describe the conditions relating to the Project Financing or permanent financing that comply with the requirements of this paragraph.

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Central shall deliver the Guarantee to the Company within ten (10) days following its receipt of such notice.

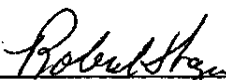
IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first above written.

**Raceway Central, LLC, an
Illinois limited liability company**


**Central Grocers, Inc., an
Illinois corporation**



By: F. Clifford DiLorenzo
Its: Manager



By: Robert Wagner
Its: Vice President



By: Robert Wagner
Its: Manager

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