



Doc#: 0633916083 Fee: \$40.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 12/05/2006 03:59 PM Pg: 1 of 9

DEC NCS 212484 cng  
10/1

Property of Cook County Clerk's Office

**ASSIGNMENT AND ASSUMPTION OF LEASE**

THIS AGREEMENT is made as of this 30th day of November, 2006, by and between HAWK OPERATIONS LLC, a Delaware limited liability company ("Assignor") and CENTRAL GROCERS, INC., an Illinois corporation ("Assignee").

**RECITALS**

A. American National Bank and Trust Company of Chicago, not personally but as Trustee under Trust Agreement dated February 28, 1986, and known as Trust number 66662, and P&D Partners Ltd., No. 101, by that certain Indenture of Lease dated August 14, 1987 (as amended, or assigned from time to time, the "Lease"), leased to Super Valu Stores, Inc. certain property located in Tinley Park, Illinois, more particularly described in the Lease and on Exhibit A attached hereto and made a part hereof (the "Premises").

B. Pursuant to that certain Assignment and Assumption of Lease dated as of January 22, 2006, Supervalu Holdings, Inc., as successor-in-interest to Super Valu Stores, Inc., assigned to Assignor all of its right, title and interest in the Lease to Assignor.

C. Assignor and Assignee are parties to that certain Agreement of Purchase and Sale dated September 15, 2006 (as amended from time to time, the "Agreement"), pursuant to which, among other things, Assignor has agreed to assign to Assignee all of Assignor's right, title and interest as tenant under the Lease to Assignee.

D. Assignor desires to assign all of its right, title and interest as tenant under the Lease to Assignee and Assignee is willing to accept the assignment and assume all of the obligations of tenant under the Lease first accruing and relating to the period from and after the Effective Date (as hereinafter defined) under the terms set forth herein for the benefit of Assignor.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

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## 1. Assignment.

Assignor shall and does hereby transfer and assign to Assignee, without reservation, all of Assignor's right, title and interest in and under the Lease, effective as of the Effective Date specified below, including without limitation, the security deposit under the Lease, if any, but only to the extent that the same has not been applied by the landlord in accordance with the terms of the Lease, and any other documents relating to or given in connection with or pursuant to the Lease. Assignor hereby indemnifies and agrees to defend, hold harmless and protect Assignee and its managers, members, partners, trustees, beneficiaries, shareholders, directors, officers, consultants, employees, advisors and other agents and their respective direct or indirect managers, members, partners, trustees, beneficiaries, shareholders, directors, officers, consultants, employees, advisors and other agents, and all of their respective successors and assigns (the "Assignee Indemnified Parties) from and against any and all loss, costs, expenses (including reasonable attorneys' fees), obligations, liabilities, claims (including any claim for damage to property or injury to or death of any persons), liens, or encumbrances, but not consequential damages or lost profits, arising out of or resulting from any breach or default or failure to perform obligations under the terms of the Lease arising and relating to the period of time prior to the Effective Date. The party claiming indemnification (the "Indemnitee") shall notify the other party (the "Indemnitor") of any such claim for indemnification within twenty (20) days after the Indemnitee receives notice of the basis for such claim, but failure to notify the Indemnitor shall in no case limit the obligations of the Indemnitor hereunder except to the extent Indemnitor shall be prejudiced by such failure. Should Indemnitor fail to discharge or undertake to defend against such claim upon learning of the same, then the Indemnitee may litigate or settle such liability or submit such liability to arbitration or other alternative dispute resolution in its reasonable discretion and Indemnitor's liability shall include, but not be limited to, the amount of such settlement. Notwithstanding anything contained herein, in the event of the concurrent negligence of Assignor, its agents, employees, sublessees, invitees, licensees or contractors on the one hand, and that of the Assignee Indemnified Parties on the other hand, which concurrent negligence results in injury or damage to third party persons or third party property and relates to the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of the Premises, Assignor's obligation to indemnify the Assignee Indemnified Parties as set forth herein shall be limited to the extent of Assignor's negligence, and that of its agents, employees, sublessees, invitees, licensees or contractors, including Assignor's proportional share of costs, and attorneys' fees and expenses incurred in connection with any claim, action or proceeding brought with respect to such injury or damage.

## 2. Assumption.

Assignee accepts the foregoing assignment and assumes each and every obligation as tenant under the Lease first accruing on or after and relating to the period of time on or after November 30, 2006 (the "Effective Date") or for which it received a proration credit. Assignee hereby indemnifies and agrees to defend, hold harmless and protect Assignor and its managers, members, partners, trustees, beneficiaries, shareholders, directors, officers, consultants, employees, advisors and other agents and their respective direct or indirect managers, members, partners, trustees, beneficiaries, shareholders, directors, officers, consultants, employees, advisors and other agents, and all of their respective successors and assigns ("Assignor Indemnified Parties") from and against any and all loss, costs, expenses (including reasonable attorneys' fees), obligations, liabilities, claims (including any claim for damage to property or

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injury to or death of any persons), liens, or encumbrances, but not consequential damages or lost profits, arising out of or resulting from any breach or default or failure to perform obligations under the terms of the Lease first arising and relating to the period of time on or after the Effective Date. The Indemnitee shall notify the Indemnitor of any such claim for indemnification within twenty (20) days after the Indemnitee receives notice of such claim, but failure to notify the Indemnitor shall in no case limit the obligations of the Indemnitor hereunder except to the extent Indemnitor shall be prejudiced by such failure. Should Indemnitor fail to discharge or undertake to defend against such claim upon learning of the same, then the Indemnitee may litigate or settle such liability or submit such liability to arbitration or other alternative dispute resolution in its reasonable discretion and Indemnitor's liability shall include, but not be limited to, the amount of such settlement. Notwithstanding anything contained herein, in the event of the concurrent negligence of Assignee, its agents, employees, sublessees, invitees, licensees or contractors on the one hand, and that of the Assignor Indemnified Parties on the other hand, which concurrent negligence results in injury or damage to third party persons or third party property and relates to the construction, alteration, repair, addition to, subtraction from, improvement to or maintenance of the Premises, Assignee's obligation to indemnify the Assignor Indemnified Parties as set forth herein shall be limited to the extent of Assignee's negligence, and that of its agents, employees, sublessees, invitees, licensees or contractors, including Assignee's proportional share of costs, and attorneys' fees and expenses incurred in connection with any claim, action or proceeding brought with respect to such injury or damage.

### **3. Notice Address for Tenant and Certificate of Insurance.**

On the Effective Date, Assignee shall deliver a notice to landlord changing the notice address for tenant under the Lease and a certificate of insurance in compliance with the insurance requirements set forth in the Lease.

### **4. Acceptance of the Leased Premises and Improvements.**

Assignee hereby acknowledges and accepts the Premises and the existing improvements thereon "As Is" and without warranties of any kind, express or implied, except as otherwise specifically set forth in the Agreement.

### **5. Counterpart Execution**

This Agreement may be executed in counterparts, each of which when executed and delivered to the other party (or to the other party's legal counsel) will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

### **6. Successors and Assigns**

This Agreement shall be binding on and inure to the benefit of Assignor and Assignee and their respective successors and assigns.

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IN WITNESS WHEREOF, this instrument has been signed on the date first above written.

**ASSIGNEE**

**ASSIGNOR:**

CENTRAL GROCERS, INC., an Illinois corporation

HAWK OPERATIONS LLC, a Delaware limited liability company

By Joe Caccamo  
Its President

By Edward J. Mulhan  
Its PRESIDENT & CEO

This Instrument Prepared by:  
Mindy W. Sherman, Esq.  
Perkins Coie LLP  
131 South Dearborn, Suite 1700  
Chicago, Illinois 60603

And after recording return to:  
Sharon Zaban Letchinger, Esq.  
Schwartz Cooper Chartered  
180 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601

Address:  
16000 S. Harlem Ave.  
Tinley Park, Illinois 60477

PIN:  
27-24-201-009-0000  
27-24-201-010-0000

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STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

I, Sharon Zabaw Letchinger, a Notary Public in and for said County in the State aforesaid, do hereby certify that Joe Caccamo, President of Central Grocers, Inc an Illinois corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 30<sup>th</sup> day of November, 2006.

[Signature]  
Notary Public

My Commission Expires:

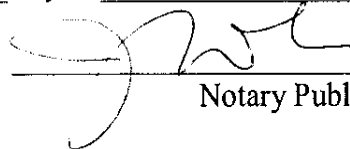


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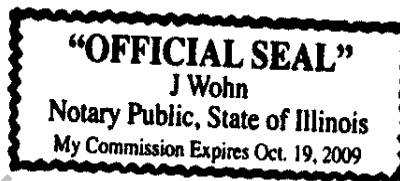
STATE OF ILLINOIS )  
 ) SS:  
COUNTY OF COOK )

I, JENNIFER WOHN, a Notary Public in and for said County in the State aforesaid, do hereby certify that EDWARD J. MUMFORD, PRESIDENT/CEO of Hawk Operations LLC, a Delaware limited liability company, personally known to me to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that he signed and delivered such instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal, this 30 day of NOVEMBER, 2006.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

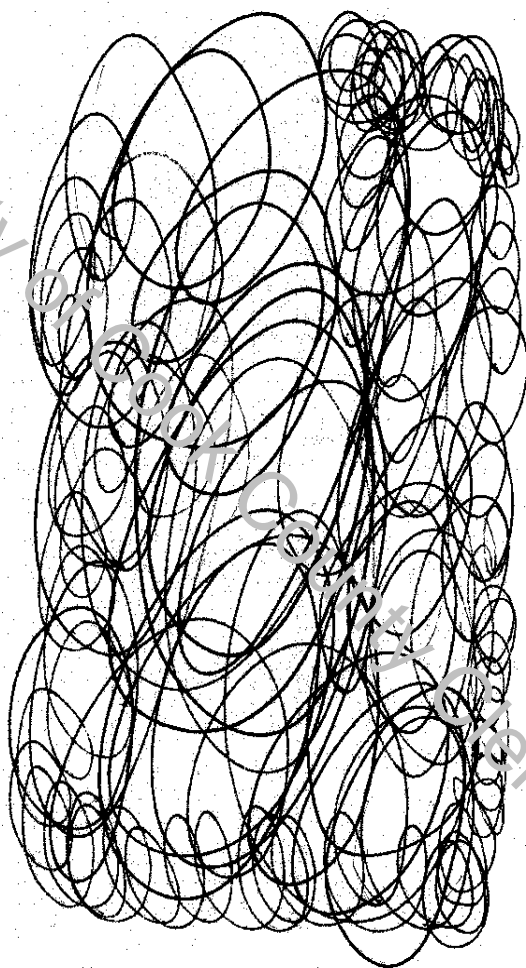


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## EXHIBIT A

### LEGAL DESCRIPTION OF PREMISES

[See attached.]



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**UNOFFICIAL COPY****PARCEL 1:**

THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24 WITH THE SOUTHERLY LINE OF 159TH STREET AS DEDICATED PER DOCUMENT 10909313; THENCE SOUTH ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24 A DISTANCE OF 1223.50 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 24; THENCE WEST ALONG SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 24 TO A POINT DISTANCE 70.00 FEET WEST MEASURED AT RIGHT ANGLES FROM SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24; THENCE NORTH PARALLEL WITH SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 24, A DISTANCE OF 1173.78 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 89 DEGREES 41 MINUTES AND A RADIUS OF 50.00 FEET, A DISTANCE OF 78.26 FEET TO POINT OF TANGENCY, DISTANT 10.00 FEET SOUTH AS MEASURED AT RIGHT ANGLES FROM SAID SOUTHERLY LINE OF 159TH STREET; THENCE WESTERLY PARALLEL WITH SAID SOUTHERLY LINE OF 159TH STREET A DISTANCE OF 314.28 FEET TO A POINT; THENCE NORTHWESTERLY IN A STRAIGHT LINE A DISTANCE OF 207.24 FEET TO A POINT ON SAID SOUTHERLY LINE OF 159TH STREET; THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF 159TH STREET A DISTANCE OF 641.00 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THE WEST 410.00 FEET LYING SOUTH OF THE SOUTH LINE OF 159TH STREET (AS DEDICATED BY DOCUMENT NO. 10909313) OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPT THE WEST 30.00 FEET OF THE NORTH 435.01 FEET THEREOF) ALL IN COOK COUNTY, ILLINOIS.

ALSO SAVE AND EXCEPT, HOWEVER, THE FOLLOWING DESCRIBED PORTION:

THAT PART OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 24, THEN SOUTHERLY ALONG THE EAST LINE OF SAID SECTION 24 A DISTANCE OF 109.80 FEET TO A POINT OF INTERSECTION OF THE SOUTHERLY LINE 159TH STREET AS DEDICATED PER DOCUMENT 10909313 WITH THE EAST LINE OF SECTION 24; THEN WESTERLY ALONG THE SOUTHERLY LINE OF 159TH STREET AS DEDICATED PER DOCUMENT 10909313 89.65 FEET; THEN SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING; THEN WESTERLY ALONG A LINE PARALLEL TO AND 20.00 FEET SOUTHERLY OF THE SOUTHERLY LINE OF 159TH STREET AS DEDICATED PER DOCUMENT 10909313 A DISTANCE OF 265.24 FEET; THEN SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 89 DEGREES 39 MINUTES 26 SECONDS MEASURED FROM EAST TO SOUTH WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 239.81 FEET THEN EASTERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 112.00 FEET THEN SOUTHERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE 46.09 FEET; THEN EASTERLY ALONG A LINE FORMING A RIGHT ANGLE WITH THE PREVIOUSLY DESCRIBED LINE A DISTANCE OF 173.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF HARLEM AVENUE; THEN NORTHERLY ALONG THE WEST RIGHT OF WAY LINE OF HARLEM AVENUE A DISTANCE OF 244.50 FEET TO A POINT OF CURVATURE; THEN NORTHWESTERLY ALONG THE ARC OF A CIRCLE CONCAVE TO THE SOUTHWEST HAVING A RADIUS 50.00 FEET AND A CENTRAL ANGLE OF 52 DEGREES 46 MINUTES AND 6 SECONDS A DISTANCE OF 46.05 FEET TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

Property:

16000 Harlem Avenue, Tinley Park, IL

TINLEY PARK  
PAGE 1 OF 2



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PARCEL 2:

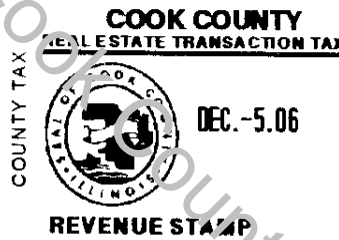
EASEMENT FOR INGRESS AND EGRESS, AS CREATED IN THE DECLARATION OF EASEMENTS AND RESTRICTIONS RECORDED AUGUST 21, 1987 AS DOCUMENT NO. 87464664, AS AMENDED BY FIRST AMENDMNET TO DECLARATION OF EASEMENTS AND RESTRICTIONS RECORDED AS DOCUMENT 89127008, AND BY AMENDMENT RECORDED AS DOCUMENT 98618348 AND BY SECOND AMENDMENT RECORDED AS DOCUMENT 08114248 TO AND FROM THE COMMON

AREA, AS COMMON AREA IS DEFINED IN SAID DECLARATION OF EASEMENTS AND RESTRICTIONS, AND AN EASEMENT FOR THE INSTALLATION, USE, OPERATION, MAINTENANCE AND REPAIR OF COMMON UTILITY FACILITIES, AS COMMON UTILITY FACILITIES IS DEFINED IN THE AFORESAID DECLARATION OF EASEMENTS AND RESTRICTIONS.

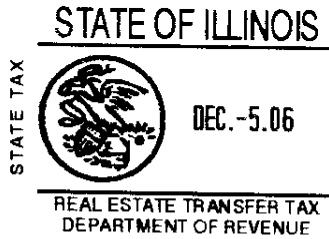
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	FP 103042



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