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Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 05/07/2018 09:37 AM Pg: 1 of 14

PREPARED BY AND WHEN RECORDED RETURN TO:

Latimer LeVay Fyock
55 W. Monroe Street, Suite 1100
Chicago, IL 60603
Attention: Janet Wagner, Esq.
LLF File No.: 72001-451

Property Address:
7122 West 40th Street
Stickney, Illinois
(Cook County)

ASSIGNMENT OF LEASES AND RENTS

A. THIS ASSIGNMENT OF LEASES AND RENTS (as the same may from time to time hereafter be modified, supplemented or amended, this "**Assignment of Leases**"), made as of April 27, 2018, by STICKNEY SUPERMARKET EXCHANGE, LLC, a Delaware limited liability company, as signatory trustee of STICKNEY SUPERMARKET DST, a Delaware statutory trust ("**Assignor**"), having a mailing address at 2901 Butterfield Road, Oak Brook, Illinois 60523, to PARKWAY BANK AND TRUST COMPANY, an Illinois banking corporation, having a principal place of business and mailing address at 4800 N. Harlem Avenue, Harwood Heights, IL 60706, as "**Lender**".

WITNESSETH THAT:

B. WHEREAS, Assignor is justly indebted to Lender for money borrowed (the "**Loan**") in the original principal sum of Eight Million Fifteen Thousand Nine-Hundred and Three and 00/100 Dollars (\$8,015,093.00) (the "**Loan Amount**"). To evidence and secure the Loan, Assignor has made and delivered to Lender that certain Loan Agreement of even date herewith (as may be modified, amended, supplemented, extended or consolidated in writing, the "**Loan Agreement**"), that certain Secured Promissory Note of even date herewith made by Assignor payable to Lender (as may be modified, amended, supplemented, extended or consolidated in writing, and any note(s) issued in exchange therefor or replacement thereof, the "**Note**") in the Loan Amount payable as provided for in the Note, with interest as therein expressed, and Assignor has executed and delivered a Mortgage, Security Agreement, Assignment of Rents and Fixture Filing (the "**Mortgage**") bearing the aforesaid date to secure the Note and creating a lien on Assignor's interest in certain real estate in the County of Cook, State of Illinois, more particularly described in Exhibit A attached hereto and made a part hereof, including but

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not limited to the Improvements now or hereafter thereon and the easements, rights and appurtenances thereunto belonging, all as more particularly described in the Mortgage and hereinafter called the "Premises".

C. WHEREAS, Assignor is the lessor under that certain written lease of even date herewith covering the Premises more particularly described in Exhibit B attached hereto and made a part hereof, and Assignor may hereafter make other leases of the Premises or parts thereof.

D. WHEREAS, Lender has required the assignment hereafter made as a condition to making the Loan.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

1. Assignor does hereby absolutely and directly (and not merely collaterally) assign, bargain, sell, transfer, convey, hypothecate, set over and deliver unto Lender, all rights of the lessor under the leases described above and all other leases, tenancies, rental arrangements, subleases, and guarantees of the performance or obligations of any tenants thereunder affecting the Premises, or any part thereof, now existing or which may be executed at any time in the future during the life of this Assignment of Leases, and all amendments, extensions and renewals of said leases, subleases and guarantees and any of them, all of which are hereinafter called the "Leases," and all rents or other income or payments, regardless of type or source of payment (including but not limited to common area maintenance charges, lease termination payments, purchase option payments, refunds of any type, prepayment of rents, settlements of litigation or settlements of past due rents) which may now or hereafter be or become due or owing under the Leases, and any of them, or on account of the use of the Premises, all of which are hereinafter called the "Rents". It is intended hereby to establish a present and complete transfer and direct and absolute assignment of all the Leases and all rights of the lessor thereunder and all the Rents unto Lender, with the right, but without the obligation, to collect all of said Rents, which may become due during the life of this Assignment of Leases. Assignor agrees to deposit with Lender copies of all Leases on all or any portion of the Premises.
2. Assignor hereby appoints Lender the true and lawful attorney of Assignor with full power of substitution and with power for it and in its name, place and stead, to demand, collect, give receipts and releases for any and all Rents herein assigned which may be or become due and payable by the lessees and other occupants of the Premises, and at its discretion to file any claim or take any other action or proceeding and make any settlement of any claims, either in its own name or in the name of Assignor or otherwise, which Lender may deem necessary or desirable in order to collect and enforce the payment of any and all

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Rents. Lessees of the Premises, or any part thereof, are hereby expressly authorized and directed to pay all Rents herein assigned to Lender or such nominee as Lender may designate in writing delivered to and received by such lessees who are expressly relieved of any and all duty, liability or obligation to Assignor in respect of all payments so made.

Lender is hereby vested with full power to use all measures, legal and equitable, whether in person, by agent or by a receiver deemed by it necessary or proper to enforce this Assignment of Leases, including the right, subject to the rights of tenants under the Leases or any subleases, to enter upon the Premises, or any part thereof and take possession thereof forthwith to effect the cure of any default on the part of Assignor as lessor in any of the Leases or with or without taking possession of the Premises, to collect the Rents assigned hereunder all without regard to the adequacy of any security for the Indebtedness secured by the Loan Documents.

3. Assignor hereby grants full power and authority to Lender to exercise all rights, privileges and powers herein granted at any and all times hereafter, without notice to Assignor, with full power to use and apply all of the Rents assigned hereunder as specified in the Loan Documents.
4. Notwithstanding any provision herein to the contrary, prior to an Event of Default, Lender hereby grants to Assignor the license to enforce all provisions contained in the Leases and collect and use (subject to the terms and conditions of the Loan Documents), all Rents, as the same become due and payable, but in any event for not more than one calendar month in advance. Assignor shall render such accounts of collections as Lender may reasonably require. The license herein granted to Assignor shall terminate immediately and automatically, without further action or documentation, upon an Event of Default; and upon written Notice of Assignor's Event of Default at any time hereafter given by Lender to any lessee, all Rents thereafter payable and all agreements and covenants thereafter to be performed by any such lessee shall be paid and performed by such lessee directly to Lender in the same manner as if the above license had not been granted, without prosecution of any legal or equitable remedies under the Mortgage. Any lessee of the Premises or any part thereof is authorized and directed to pay to Assignor any Rent herein assigned currently for not more than one calendar month in advance, and any payment so made prior to receipt by such lessee of the aforementioned notice shall constitute a full acquittance to lessee therefor.
5. Lender shall be under no obligation to enforce any of the rights or claims assigned to it hereunder or to perform or carry out any of the obligations of the lessor under any of the Leases and does not assume any of the liabilities in connection with or arising out of the covenants and agreements of Assignor in the Leases; and Assignor covenants and agrees that it will faithfully perform all of

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the obligations imposed under any and all of the Leases. All Security Deposits collected by Assignor shall be maintained in accordance with all applicable legal requirements and, if cash, shall be deposited by Assignor at a federally insured institution reasonably satisfactory to Lender. Except to the extent that the same is caused solely as a result of Lender's gross negligence or willful misconduct, should Lender incur any liability, loss or damage under the Leases or under or by reason of this Assignment of Leases, or in the defense of any claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in any of the Leases, the amount thereof, including costs, expenses and reasonable attorneys' fees and costs, including reasonable attorneys' fees and costs on appeal, shall be added to the Indebtedness secured by the Mortgage. Nothing in this Assignment of Leases shall be construed as constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession.

6. This Assignment of Leases shall not operate to place responsibility for the control, care, management or repair of the Premises, or parts thereof, upon Lender nor shall it operate to make Lender liable for the carrying out of any of the terms and conditions of any of the Leases, or for any waste of the Premises by the lessees under any of the Leases or any other party, or for any dangerous or defective condition of the Premises or for any negligence in the management, upkeep, repair or control thereof resulting in loss or injury or death to any lessee, licensee, employee or stranger.
7. Provided there has been no Event of Default under the Loan Documents, any amounts collected hereunder by Lender which are in excess of those applied to pay in full the aforesaid liabilities and Indebtedness at the time due shall be promptly paid to Assignor.
8. Assignor covenants not to alter, modify, amend or change the terms of any of the Leases or give any consent or permission or exercise any option required or permitted by the terms thereof or waive any obligation required to be performed by any lessee or execute, cancel, renew or terminate any of the Leases or accept a surrender thereof or enter into Leases after the date hereof without the prior written consent of Lender, not to be arbitrarily or capriciously withheld, and Assignor will not make any further transfer or assignment thereof, or attempt to pledge, assign or encumber any of the Leases or Rents or other amounts payable thereunder, or convey or transfer or suffer a conveyance or transfer of the Premises or of any interest therein so as to effect, directly or indirectly, a merger of the estates and rights of, or a termination or diminution of the obligations of any lessee thereunder. Assignor further covenants to deliver to Lender, promptly upon receipt thereof, copies of any and all demands, claims and notices of default received by Assignor from any lessee under any of the Leases assigned herein or of any default thereunder by any lessee. Assignor

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shall keep and perform all terms, conditions and covenants required to be performed by Assignor under the Leases. If requested by Lender, Assignor shall enforce the Leases and all remedies available to Assignor against the lessees thereunder in case of default under the Leases by lessees.

9. When Lender's consent is requested in connection with the foregoing paragraph 8, if: (i) Assignor provides Lender with a written request for consent to such Lease and the request is accompanied by (A) a copy of the Lease and (B) copies of the most recently completed balance sheets and income statements for such lessee, to the extent reasonably available; (ii) the request is given in the manner provided for the giving of Notices in the Loan Agreement; (iii) the request is boldly noted as a request for consent to a Lease for which Lender's consent is required and specifically states that the Lease will be deemed approved if Lender fails to respond within 10 business days (Lender and Assignor hereby agree that such 10 business day period shall commence on the date of Lender's actual receipt of all information reasonably required by Lender in connection with Lender's review of said Lease); and (iv) in the event Lender fails to respond to any such request for consent within the time period set forth in subparagraph (iii) above, then said consent shall be deemed to have been given.
10. Upon payment in full of the principal sum, interest and other Indebtedness secured hereby, and by any other documents which secure the Note, this Assignment of Leases shall terminate, otherwise, it shall remain in full force and effect as herein provided and, with the covenants, warranties and power of attorney herein contained, shall inure to the benefit of the heirs, successors and assigns of Lender, and shall be binding upon Assignor, and its heirs and permitted successors and assigns.
11. Following the occurrence of an Event of Default, Lender may as attorney-in-fact or agent of Assignor or in its own name as Lender and under the powers granted herein and in the Mortgage extend, modify, or terminate (to the extent permitted by law or the terms of the specific Lease) any then existing Leases or subleases and make new Leases, which extensions, modifications or new Leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the Maturity Date and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such Leases, and the options or other such provisions to be contained therein, shall be binding upon Assignor and all persons whose interests in the Premises are subject to the lien of the Mortgage and shall be binding also upon the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the Indebtedness secured by the Mortgage, satisfaction of any foreclosure decree, or issuance of any certificate of sale or deed to any purchaser

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12. It is understood and agreed that this Assignment of Leases shall become effective concurrently with the Note and the Mortgage. Reference is made to Section 6.7 of the Loan Agreement for terms and provisions regarding the law governing this Assignment of Leases.
13. It is the intention of Lender and Assignor that the assignment effectuated by this Assignment of Leases with respect to the Rents and other amounts due under the Leases shall be a direct, absolute and currently effective assignment and shall not constitute merely the granting of a lien, collateral assignment or a security interest or pledge for the purpose of securing the Indebtedness secured by the Mortgage and is effective whether or not a default occurs hereunder or under the Loan Documents. In the event that a court of competent jurisdiction determines that, notwithstanding such expressed intent of the parties, Lender's interest in the Rents or other amounts payable under the Leases constitutes a lien on or security interest in or pledge thereof, it is agreed and understood that the forwarding of a notice to Assignor after the occurrence of an Event of Default, advising Assignor of the revocation of Assignor's license to collect such Rents shall be sufficient action by Lender to (i) perfect such lien on or security interest in or pledge of the Rents, (ii) take possession thereof and (iii) entitle Lender to immediate and direct payment of the Rents for application as provided in the Loan Documents, all without the necessity of any further action by Lender, including, without limitation, any action to obtain possession of the Land, Improvements or any other portion of the Premises. Notwithstanding the direct and absolute assignment of the Rents, there shall be no pro tanto reduction of any portion of the Indebtedness secured by the Mortgage except with respect to Rents actually received by Lender and applied by Lender toward payment of such Indebtedness. Any assignment of a security interest in Security Deposits is subject to the rights of tenants in such Security Deposits as provided under the terms of the Leases.
14. Without limitation of the absolute nature of the assignment of the Rents hereunder, Assignor and Lender agree that (i) this Assignment of Leases shall constitute a "security agreement" for purposes of 11 U.S.C. Section 552(b), (ii) the security interest created by this Assignment of Leases extends to property of Assignor acquired before the commencement of a case in bankruptcy and to all amounts paid as Rents and (iii) such security interest shall extend to all Rents acquired by the estate after the commencement of any case in bankruptcy. Without limitation of the absolute nature of the assignment of the Rents, to the extent Assignor (or Assignor's bankruptcy estate) shall be deemed to hold any interest in the Rents after the commencement of a voluntary or involuntary bankruptcy case, Assignor hereby acknowledges and agrees that such Rents are and shall be deemed to be "cash collateral" under Section 363 of the Bankruptcy Code. Assignor may not use the cash collateral without the consent of Lender and/or an order of any bankruptcy court pursuant to 11 U.S.C. 363(c)(2), and Assignor hereby waives any right it may have to assert that such Rents do not

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constitute cash collateral. No consent by Lender to the use of cash collateral by Assignor shall be deemed to constitute Lender's approval, as the case may be, of the purpose for which such cash collateral was expended.

15. Assignor acknowledges and agrees that, upon recordation of this Assignment of Leases, Lender's interest in the Rents shall be deemed to be fully perfected, "choate" and enforced as to Assignor and all third parties, including, without limitation, any subsequently appointed trustee in any case under the Bankruptcy Code, without the necessity of (i) commencing a foreclosure action with respect to this Assignment of Leases, (ii) furnishing notice to Assignor or tenants under the Leases, (iii) making formal demand for the Rents, (iv) taking possession of the Premises as a lender-in-possession, (v) obtaining the appointment of a receiver of the Rents and profits of the Premises, (vi) sequestering or impounding the Rents, or (vii) taking any other affirmative action.
16. Notwithstanding anything in this Assignment of Leases to the contrary, Lender may, upon written Notice to Assignor, elect to (i) exclude from the assignment provided in this Assignment of Leases any of the Leases as specified in such notice so that the interest under such indicated Lease is not assigned to Lender, (ii) subordinate the lien and other terms and provisions of the Mortgage to any of the Leases as indicated in said notice and/or (iii) require Assignor to use best efforts to obtain a non-disturbance and attornment agreement, in form and substance approved by Lender, from any of the lessees under any of the Leases as indicated in said notice.
17. The rights and remedies of Lender hereunder are cumulative and are not in lieu of, but are in addition to, any rights or remedies which Lender shall have under the Note, Mortgage or any other instrument or document or under applicable law, and the exercise by Lender of any rights and remedies herein contained shall not be deemed a waiver of any other rights or remedies of Lender, whether arising under the Loan Agreement, the Note, the Mortgage or otherwise, each and all of which may be exercised whenever Lender deems it in its interest to do so.
18. Each Notice which any party hereto may desire or be required to give to the other shall be given in accordance with the provisions of the Loan Agreement.
19. If this Assignment of Leases is executed by more than one Person as Assignor, all obligations and agreements of Assignor are joint and several.
20. Capitalized terms used herein and not otherwise defined shall have those meanings given to them in the Loan Agreement.
21. **AFTER CONSULTING WITH COUNSEL AND CAREFUL CONSIDERATION, AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, ASSIGNOR AND LENDER (BY ITS ACCEPTANCE HEREOF) KNOWINGLY, VOLUNTARILY,**

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AND INTENTIONALLY WAIVE THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF THIS ASSIGNMENT OF LEASES OR ANY OTHER INSTRUMENT OR AGREEMENT BY WHICH THIS ASSIGNMENT OF LEASES IS, OR MAY HEREAFTER BE, SECURED, OR OUT OF ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (ORAL OR WRITTEN), OR ACTIONS OF ASSIGNOR OR LENDER. THIS WAIVER IS A MATERIAL INDUCEMENT TO THE LENDER'S ACCEPTANCE OF THIS ASSIGNMENT OF LEASES.

[Signature Page Follows]

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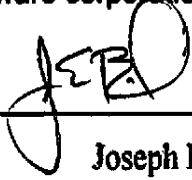
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IN WITNESS WHEREOF, Assignor has caused this Assignment of Leases and Rents to be duly executed and delivered as of the date first hereinabove written.

STICKNEY SUPERMARKET DST, a Delaware statutory trust

By: Stickney Supermarket Exchange, L.L.C., a Delaware limited liability company, its signatory trustee

By: Inland Private Capital Corporation, a Delaware corporation, its sole member

By: 
Its: Joseph E. Binder
Senior Vice President

The State of Illinois }
County of DeWitt }

I, Paul Chen, a Notary Public in and for said County in said State, hereby certify that Joseph Binder, who is SOVP of Inland Private Capital Corporation, a Delaware corporation, the sole member of Stickney Supermarket Exchange, L.L.C., a Delaware limited liability company, as signatory trustee of Stickney Supermarket DST, a Delaware statutory trust, who has signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation as the sole member of said limited liability company as the signatory trustee of said statutory trust.

Given under my hand this 27th day of April, 2018.


Notary Public

My Commission Expires:



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LEGAL DESCRIPTION

PARCEL 1:

THE EAST 40.31 FEET OF THE WEST 172.31 FEET (EXCEPT THE NORTH 150 FEET THEREOF) LYING NORTH OF A LINE 337.39 FEET SOUTH OF THE NORTH LINE OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 OF THE FOLLOWING DESCRIBED TRACT: THE EAST 1/2 OF THE SOUTH 341.08 FEET OF BLOCK 37, ALSO THAT PART OF BLOCK 37 LYING NORTH OF THE SOUTH 341.08 FEET OF BLOCK 37 IN CIRCUIT COURT PARTITION OF SECTION 6, TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 2A:

LOTS 1 AND 2 IN WITHER'S SUBDIVISION OF THE WEST 48 FEET OF THE WEST 92 FEET LYING NORTH OF A LINE 287.39 FEET SOUTH OF THE SOUTH LINE OF PERSHING ROAD (SAID SOUTH LINE OF PERSHING ROAD BEING 50 FEET SOUTH OF THE NORTH LINE OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13) OF THE FOLLOWING TRACT: THE EAST 1/2 OF THE SOUTH 341.08 FEET OF BLOCK 37, ALSO THAT PART OF SAID BLOCK LYING NORTH OF THE SOUTH 341.08 FEET OF SAID BLOCK 37 IN CIRCUIT COURT PARTITION OF PART OF SECTIONS 31 AND 32, TOWNSHIP 39 NORTH RANGE 13 AND PART OF SECTION 6 TOWNSHIP 38 NORTH RANGE 13 AND PART OF SECTION 1 TOWNSHIP 38 NORTH, RANGE 12 AND PART OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

PARCEL 2B:

A 12 FOOT WIDE STRIP OF LAND LYING WEST OF AND ADJOINING PARCEL 2A.

PARCEL 3:

THE EAST 44 FEET OF THE WEST 92 FEET LYING NORTH OF A LINE 287.39 FEET SOUTH OF THE SOUTH LINE OF PERSHING ROAD (SAID SOUTH LINE OF PERSHING ROAD BEING 50 FEET SOUTH OF THE NORTH LINE OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY ILLINOIS) OF THE FOLLOWING TAKEN AS A TRACT:

THE EAST 1/2 OF THE SOUTH 341.08 FEET OF BLOCK 37 ALSO THAT PART OF SAID BLOCK 37 LYING NORTH OF THE SOUTH 341.08 FEET OF SAID BLOCK 37 IN CIRCUIT COURT PARTITION OF SECTION 6 AFORESAID, IN COOK COUNTY ILLINOIS.

PARCEL 4:

THE EAST 40 FEET OF THE WEST 132 FEET LYING NORTH OF A LINE 337.39 FEET SOUTH OF THE NORTH LINE OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN OF THE FOLLOWING DESCRIBED LAND TAKEN AS A TRACT, THE EAST 1/2 OF THE SOUTH 341.08 FEET OF BLOCK

SAID BLOCK 37 ALL IN CIRCUIT COURT PARTITION OF SECTION 6 AFORESAID IN COOK COUNTY ILLINOIS.

PARCEL 5:

THE WEST HALF OF THE SOUTH 241.8 FEET OF BLOCK 37 (EXCEPT THE SOUTH 33 FEET THEREOF AND EXCEPT THAT PART, IF ANY, LYING NORTH OF A LINE 416.1 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF THE WEST HALF OF THE NORTHWEST 1/4 OF SECTION 6, TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN CIRCUIT COURT PARTITION OF PARTS OF SECTIONS 31 AND 32 TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 1 TOWNSHIP 38 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE NORTHEAST HALF OF SECTION 12 TOWNSHIP 38 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS;

AND

THE SOUTH 25 FEET OF THAT PART OF THE NORTHWEST 1/4 OF SECTION 6 TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 6 AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 316.1 FEET; THENCE EAST ON A LINE PARALLEL WITH THE NORTH LINE OF SAID SECTION, 344.39 FEET; THENCE NORTHERLY TO A POINT IN THE NORTH LINE OF SAID SECTION, 344.65 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION; THENCE WEST ON SAID NORTH LINE TO THE POINT OF BEGINNING (EXCEPT THE NORTH 33 FEET AND WEST 40 FEET THEREOF),

AND

THE NORTH 100 FEET OF THE SOUTH 341.8 FEET OF THE WEST HALF OF BLOCK 37 IN CIRCUIT COURT PARTITION OF PARTS OF SECTIONS 31 AND 32 TOWNSHIP 39 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 6, TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF SECTION 1, TOWNSHIP 38 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTHEAST 1/4 OF SECTION 12 TOWNSHIP 38 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP THEREOF RECORDED DECEMBER 13, 1906 AS DOCUMENT 3966484 IN BOOK 95 OF PLATS PAGE 10;

AND

THAT PART OF THE EAST HALF OF THE SOUTH 341.08 FEET OF BLOCK 37 IN CIRCUIT COURT PARTITION OF PART OF SECTION 6, TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORD IN BOOK 95 OF PLATS PAGE 10 AS DOCUMENT 3966484 LYING WEST OF THE WEST LINE OF LORRAINE SUBDIVISION RECORDED JUNE 13, 1946 AS DOCUMENT 13820063 AND SOUTH OF A LINE 337.39 FEET SOUTH OF AND

183 FEET THEREOF);

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AND

THAT PART OF THE NORTHWEST 1/4 OF SECTION 6 TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SECTION 6 AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 316.1 FEET; THENCE EAST ON A LINE PARALLEL WITH NORTH LINE OF SAID SECTION, 344.39 FEET; THENCE NORTHERLY 316.1 FEET TO A POINT IN THE NORTH LINE OF SAID SECTION, 344.65 FEET EAST OF THE NORTHWEST CORNER OF SAID SECTION; THENCE WEST ON SAID NORTH LINE TO A THE POINT OF BEGINNING (EXCEPT THE NORTH 33 FEET AND WEST 40 FEET THEREOF FOR STREETS AND EXCEPT THE SOUTH 25 FEET OF THE NORTH 2 1/2 ACRES OF THE WEST HALF OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 CONVEYED IN DEED RECORDED AS DOCUMENT 5463186 AND EXCEPT THE NORTH 291.1 FEET OF THE WEST 200 FEET OF THE NORTHWEST 1/4 (EXCEPT THE NORTH 33 FEET AND THE WEST 40 FEET RESERVED FOR STREET) CONVEYED TO SAM ARADE BY DEED RECORDED AS DOCUMENT 5522228); ALL IN COOK COUNTY ILLINOIS;

EXCEPT FOR THAT PORTION CONVEYED TO THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION BY DEED RECORDED JANUARY 19, 1973 AS DOCUMENT 22192998.

PARCEL 6:

LOT 1 IN PREROST AND SVATEK SUBDIVISION OF THE NORTH 150 FEET OF THE EAST 40.31 FEET OF THE WEST 172.31 FEET LYING NORTH OF A LINE 337.39 FEET SOUTH OF THE NORTH LINE OF SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, OF THE FOLLOWING DESCRIBED TRACT: THE EAST 1/2 OF THE SOUTH 341.08 FEET OF SAID BLOCK 37 ALSO THAT PART OF BLOCK 37 LYING NORTH OF THE SOUTH 341.08 FEET OF SAID BLOCK 37 ALL IN CIRCUIT COURT PARTITION OF SECTION 6 AFORESAID ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JULY 15, 1955 AS DOCUMENT 16301178 IN COOK COUNTY ILLINOIS.

PARCEL 7:

LOT 4 IN PREROST AND SVATEK SUBDIVISION OF THE NORTH 150 FEET OF THE SOUTH 183 FEET OF PART OF THE WEST 1/2 OF THE EAST 1/2 OF BLOCK 37 IN CIRCUIT COURT PARTITION OF PART OF SECTION 6, TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1955 AS DOCUMENT 16235807, IN COOK COUNTY ILLINOIS.

PARCEL 8:

LOT 3 IN PREROST AND SVATEK SUBDIVISION OF THE NORTH 150 FEET OF THE SOUTH 183 FEET OF PART OF THE WEST 1/2 OF THE EAST 1/2 OF BLOCK 37 IN

RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1955 AS DOCUMENT 16235807, IN COOK COUNTY ILLINOIS.

PARCEL 9:

LOT 2 IN PREROST AND SVATEK SUBDIVISION OF THE NORTH 150 FEET OF THE SOUTH 183 FEET OF PART OF THE WEST 1/2 OF THE EAST 1/2 OF BLOCK 37 IN CIRCUIT COURT PARTITION OF PART OF SECTION 6, TOWNSHIP 38 NORTH RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 13, 1955 AS DOCUMENT 16235807, IN COOK COUNTY ILLINOIS.

PIN(s): 19-06-100-016-0000; 19-06-100-018-0000; 19-06-100-019-0000; 19-06-100-020-0000; 19-06-100-021-0000; 19-06-100-022-0000; 19-06-100-023-0000; 19-06-100-024-0000; 19-06-125-057-0000; 19-06-125-058-0000; 19-06-125-059-0000; 19-06-125-060-0000

Commonly known as: 7122 West 40th Street, Stickney, Illinois

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EXHIBIT B

That certain lease by and between CF Albert Propco LLC as Lessor, and New Albertson's, Inc. as Tenant, dated as of October 31, 2017 for the premises located at 7122 West 40th Street, Stickney, Illinois.

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