310assn - Bridgeview, Illinois

87611732

# ASSIGNMENT OF LEASE AND AGREEMENT

THIS ASSIGNMENT OF LEASE AND AGREEMENT is made as of the 10 day of November, 1987, by and between LUCKY STORES, INC., a Delaware corporation (as successor by merger to Lucky Stores, Inc., a California corporation), hereinafter referred to as "Assignor," and EAGLE FOOD CENTERS, L.P., a Delaware limited partnership, hereinafter referred to as "Assignee."

## P R E L I M I N A R Y:

A. Assignor is the tenant of a portion of certain real property and the improvements thereon situate in the County of Cook, State of Illinois (hereinafter referred to as the "Premises"), described in Exhibit A, attached hereto and incorporated herein by reference, pursuant to that certain lease dated June 29, 1976, a short form of which was recorded in the Official Records of Cook County, State of Illinois, as Document No. 23-834-440, wherein LaSalle National Bank, as Trustee under Trust Agreement dated June 14, 1976 and known as Trust No. 10-31142-09 (hereinafter referred to as "Landlord") is the successor landlord. Said lease has been amended and/or supplemented by the documents, if any, listed on Exhibit B, attached hereto and incorporated herein by reference. Said lease, as so amended and/or supplemented (if applicable), is hereinafter referred to as the "Lease."

87611732

87611732

B. Assignor desires to assign to Assignee all of its right, title and interest as tenant under the Lease and Assignee desires to accept such assignment and to agree to perform all of the obligations of the tenant under the Lease, upon the terms and conditions hereinafter set forth.

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

1. Effective 10 November, 1987 (the "Effective Date"), Assignor hereby assigns to Assignee all of the right, title and interest of Assignor as tenant under the Lease, including Assignor's rights to any security deposits thereunder. Such assignment shall not relieve Assignor from any of its obligations under the Lease and shall be subject and subordinate to the terms and provisions of the Lease. The termination or cancellation of the Lease shall constitute a termination or cancellation of this assignment of the Lease.

2. Assignee hereby accepts the foregoing assignment and agrees, for the benefit of Assignor, to perform in a timely manner each and all of the obligations of Assignor as tenant under the Lease arising on and after the Effective Date.

3. Assignee shall not enter into or consent to any amendment or modification of the Lease which would materially increase the obligations of the tenant under the terms of the Lease without the prior written consent of Assignor, which consent shall not be unreasonably withheld or delayed; provided that

INITIAL

87611732

the foregoing provision shall not apply in the event that Assignor is released from liability under the Lease with respect to such modifications or amendments.

4. Assignee shall not assign the Lease without the prior written consent of Assignor, which consent shall not be unreasonably withheld or delayed; provided that the foregoing provision shall not apply in the event that Assignor is released from liability under the Lease upon the effectiveness of such assignment nor shall the foregoing provision apply to an assignment to a corporation or other entity that acquires or otherwise succeeds to a substantial portion of the assets of Assignee. Any consent by Assignor to an assignment shall not be construed to relieve Assignee from its obligation to obtain the written consent of Assignor to any further assignment.

5. As long as Assignor remains fully liable to Landlord (primarily or secondarily) for the performance of the tenant's obligations under the Lease, Assignee shall remain fully liable to Assignor for the performance of each and all of the obligations of the tenant under the Lease arising on and after the Effective Date.

6. Should Assignee default in the performance of:

(a) in any material respect, any covenant or agreement hereunder;

(b) the payment of rent or other monetary obligation under the Lease and should such default continue uncured by Assignee for [twenty (20)]* days after receipt by Assignee of written notice thereof from Landlord; or

(c) any covenant or agreement under the Lease which does not involve the payment of money to Landlord and should such default continue uncured by Assignee for [twenty (20)]* days after receipt by Assignee of written notice thereof from Landlord, or if the default is of a type which is not reasonably possible to cure within [twenty (20)]* days, if Assignee has not commenced to cure such default within said [twenty (20)]* day period and does not thereafter diligently prosecute the curing of such default to completion, then in the event the default of Assignee is of a type reasonably possible for Assignor to cure and provided Assignee is not contesting such claimed default by actions reasonably acceptable to Assignor, Assignor shall have the right, but not the obligation, to cure any such default on behalf of Assignee and Assignee hereby irrevocably appoints Assignor as its agent and attorney-in-fact for the purpose of curing such default and executing all instruments and taking all actions that may be reasonably necessary or appropriate to cure such default. Following such cure, Assignor shall give Assignee written notice of the expenses incurred by Assignor in connection with such default and the curing thereof and shall include with such notice reasonable evidence supporting such expenses, and Assignee shall reimburse Assignor

*In the event that the grace period therefor allowed under the Lease is less than twenty-five (25) days, then the time period allowed herein (in the bracketed portion) shall be deemed to be a period of time which is five (5) days less than the grace period allowed therefor under the Lease but in no event shall such period be less than five (5) days.

within twenty (20) days after Assignee's receipt of such notice for all expenses (including, without limitation, reasonable attorney's fees) incurred by Assignor in connection with such default and the curing thereof. In the event Assignee fails to so reimburse Assignor within said twenty (20) day period, then, forthwith following Assignee's receipt of the written request of Assignor, Assignee shall assign the Lease to Assignor by written assignment in recordable form at no consideration and deliver to Assignor possession of the premises demised by the Lease and Assignee hereby irrevocably appoints Assignor as its agent and attorney-in-fact for the purpose of executing and delivering such assignment in the event that Assignee has not executed and delivered such assignment to Assignor forthwith following Assignor's request therefor. Assignor and Assignee each agree to give the other immediate written notice of any notice of default received from Landlord, with a copy of such notice of default.

7. Assignee acknowledges and agrees that the interest assigned to it hereby is subject to and together with all of the rights, interests, obligations and duties of Assignor under, pursuant to and as provided in the documents listed in Exhibit C, attached hereto and incorporated by reference herein. Assignee, for the benefit of Assignor, agrees to perform each and all of the obligations of Assignor pursuant to such documents and to comply with the terms and provisions of such documents which are applicable to the tenant under the Lease in each case arising on or after the Effective Date.

8. This Assignment of Lease and Agreement shall inure to the benefit of and shall be binding upon the parties hereto, their successors, transferees and assigns.

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

LUCKY STORES, INC.,
a Delaware corporation

(SEAL)

By: F. D. HELM, VICE PRESIDENT

By: CHRISTOPHER MCLAIN
VICE PRESIDENT
AND SECRETARY

"Assignor"

EAGLE FOOD CENTERS, L.P.,
a Delaware limited partnership

By EAGLE FOOD CENTERS, INC.,
a Delaware corporation
Its Managing General Partner

By: _____
Its: President

"Assignee"

STATE OF )
) SS
COUNTY OF )

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that _____, personally known to me to be the _____ of LUCKY STORES, INC., and _____, personally known to me to be the _____ of said Corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such _____ and _____, they signed the said instrument as _____ and _____ of said Corporation, and caused the corporate seal of said Corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said Corporation, as their free and voluntary act and as the free and voluntary act and deed of said Corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, A.D. 19_____.

_____
NOTARY PUBLIC

Commission expires_____.

(THIS INSTRUMENT WAS PREPARED BY:
WILLIAM J. SNYDER
P.O. BOX 97
ROCK ISLAND, IL 61204-0097
(309) 786-8497

8761173 2



8761173 2

**CORPORATE ACKNOWLEDGMENT** NO. [illegible]

State of CALIFORNIA }
County of ALAMEDA } ss.

On this the 22nd day of October 19 87, before me,

Joan Croker,

the undersigned Notary Public, personally appeared

F. D. Helm, Vice President and
Christopher McLain, Vice President and Secretary

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) who executed the within instrument as noted above or on behalf of the corporation therein named, and acknowledged to me that the corporation executed it.

WITNESS my hand and official seal.

Joan Croker
Notary's Signature

JOAN CROKER
NOTARY PUBLIC
ALAMEDA COUNTY, CALIFORNIA
My commission expires Oct. 22, 1990

8761732

7120 122

STATE OF ILLINOIS )
) SS
COUNTY OF ROCK ISLAND )

The undersigned, a Notary Public in and for the County and State aforesaid, DOES HEREBY CERTIFY that PASQUALE V. PETITTI, personally known to me to be the President of EAGLE FOOD CENTERS, INC., a Delaware corporation, managing general partner of EAGLE FOOD CENTERS, L.P., a Delaware limited partnership, and 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 as such President of EAGLE FOOD CENTERS, INC., a Delaware corporation, managing general partner of EAGLE FOOD CENTERS, L.P., a Delaware limited partnership, he signed the said instrument as his free and voluntary act and as the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 26th day of October, A.D. 19 87.

Connie Eckermann
NOTARY PUBLIC

My commission expires _____.

OFFICIAL SEAL
CONNIE ECKERMANN
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXP. JULY 3, 1991

After Recording, Return To:

Andrew M. Smith
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10153


87611732



87611732

A Part of the following described parcel of land:

Lots 190 through 193, inclusive (excepting therefrom the East 17 feet of said Lots 190 through 193 and except the South 17 feet of said Lot 190 and except the South 167 feet of the East 267 feet of Lots 190 and 191 taken as a tract) in Frederick H. Bartlett's First Addition to Frederick H. Bartlett's 79th Street Acres, being a subdivision of the West 1/2 of the Southeast 1/4 of Section 31; the West 1/2 of the Northwest 1/4 of said Section 31; and the West 1/2 of the Southwest 1/4 of said Section 31, all in Township 38 North, Range 13 East of the Third Principal Meridian, also the East 1/2 of the Southeast 1/4 of Section 36, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois. (End of Parcel).

Said Part lying Easterly and Northerly of the following described Line: Beginning at a point on the North line of said Lot 193 being 475 feet West of the Northeast corner of said Lot 193; thence South 65 feet on a line parallel with the East line of said Lots 190 through 193 to a point; thence East 159 feet on a line parallel with said North line of Lot 193 to a point; thence South 366.70 feet, more or less, on a line parallel with said East line of Lots 190 through 193, to a point being 167 feet North of the South line of said Lot 190; thence East 19 feet on a line parallel with said South line of Lot 190 to a point; thence South 150 feet on a line parallel with said East line of Lots 190 through 193 to a point 17 feet North of said South line of Lot 190 and being 297 feet West of said East line of Lots 190 through 193.

87611732

EXHIBIT A

The West 60 feet of the East 376 feet of the South 208.9 feet of the North 407.9 feet of Lots 191, 192 and 193 taken as a tract in Frederick H. Bartlett's First Addition to Frederick H. Bartlett's 79th Street acres, being a subdivision of the West 1/2 of the Southeast 1/4 of Section 31; the West 1/2 of the Northwest 1/4 of said Section 31; and the West 1/2 of the Southwest 1/4 of said Section 31, all in Township 38 North, Range 13 East of the Third Principal Meridian, also the East 1/2 of the Southwest 1/4 of Section 36, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

87611732

EXHIBIT A

## EXHIBIT B

STORE NO. 310 - (TORRENS PROPERTY) BRIDGEVIEW, ILLINOIS

1. First Amendment to Lease dated January 30, 1978 between Exchange National Bank of Chicago as Trustee under Trust No. 31142 and Lucky Stores, Inc.

2. Notice of Assignment dated February 15, 1978 from The Lincoln National Life Insurance Company to Lucky Stores, Inc.

3. Estoppel letter dated March 27, 1978 from Lucky Stores, Inc. to The Lincoln National Life Insurance Company.

4. Second Amendment to Lease and Consent dated October 28, 1980 between Exchange National Bank of Chicago as Trustee under Trust No. 31142 and Lucky Stores, Inc.

5. Short Form Recording Indenture of Second Amendment to Lease dated October 28, 1980.

6. Letter Agreement dated September 23, 1983 between Lucky Stores, Inc. and Joseph Costello.

7. Letter re transfer of ownership dated November 8, 1985.

8. Letter re address change dated July 14, 1987 from Costello and Niznik to Lucky Stores, Inc.









87611732

## EXHIBIT C

STORE NO. 310 - (TORRENS PROPERTY) BRIDGEVIEW, ILLINOIS

1. Indenture of Establishment of Protective Covenants, Conditions and Restrictions, and Grant of Easements dated June 20, 1977 between Exchange National Bank as Trustee under Trust No. 31142 and Exchange National Bank as Trustee under Trust Agreements No. 22187, No. 25576 and No. 30019.

2. Declaration of Protective Covenants, Conditions and Restrictions and Grant of Easements recorded June 29, 1977.

3. Establishment of Easements and Restrictions dated _____ _____ 1977 by Exchange National Bank as Trustee under Trust No. 31142.

4. License Agreement dated October 28, 1980 between Exchange National Bank of Chicago as Trustee under Trust No. 22187 and Lucky Stores, Inc.

INITIAL

NOV-13-87 451957 87611732 - A — Rec 22.00



87611732

87611732

22.00