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324assn - Orland Park, Illinois

ASSIGNMENT OF LEASE AND AGREEMENT

THIS ASSIGNMENT OF LEASE AND AGREEMENT is made as of the 10th 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."

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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 December 16, 1977, a short form of which was recorded in the Official Records of Cook County, State of Illinois, as Document No. 24 354 831, wherein Chicago Title and Trust Company, as Trustee under Trust Agreement dated July 12, 1977 and known as Trust No. 1071254 (hereinafter referred to as "Landlord") is the 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."

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 November 10, 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.

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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

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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.,
(SEAL) a Delaware corporation

By: _____ P. D. HELM, VICE PRESIDENT

By: _____ "Assignor"

CHRISTOPHER McLAIN
VICE PRESIDENT
AND SECRETARY

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

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CORPORATE ACKNOWLEDGMENT NO. 202

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.

Notary's Signature Joan Croker

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

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NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • P.O. Box 4625 • Woodland Hills, CA 91364

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

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That part of the North 554.09 feet (except the East 240.00 feet of the North 360.00 feet thereof) of Lots 1 and 2 taken as a tract, in Orland Center Subdivision of part of the Northeast 1/4 of Section 16, Township 36 North, Range 12 East of the Third Principal Meridian, lying North of the following described line; Beginning at a point on the West line of said Lot 2 which is 423.09 feet South of the Northwest corner thereof and running thence East, 59.00 feet; thence North 124.00 feet; thence East, 132.00 feet; thence South, 86.45 feet to the South line of the North 385.00 feet of said tract; thence S. 89°-50'-20" E., along said line, 437.22 feet to the East line of said tract, being also the West line of LaGrange Road, all in Cook County, Illinois.

27-16-206-005-0000

AND ALSO

That part of the North 554.09 feet (except the East 240.00 feet of the North 360.00 feet thereof) of Lots 1 and 2 taken as a tract, in Orland Center Subdivision of part of the Northeast 1/4 of Section 16, Township 36 North, Range 12 East of the Third Principal Meridian, lying South of the following described line; Beginning at a point on the West line of said Lot 2 which is 423.09 feet South of the Northwest corner and running thence East, 59.00 feet; thence North, 124.00 feet; thence East, 132.00 feet; thence South, 86.45 feet to the South line of the North 385.00 feet of said tract; thence S. 89°-50'-20" E., along said line, 437.22 feet to the East line of said tract, being also the West line of LaGrange Road, excepting therefrom the East 200.00 feet thereof, all in Cook County, Illinois.

AND ALSO, together with an easement for ingress and egress over the following described real property:

The South 25.00 feet of the North 360.00 feet of the East 240.00 feet of Lot 1 in Orland Center Subdivision, a subdivision of part of the North East 1/4 of Section 16, Township 36 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois, as set forth in the Reciprocal Easement Agreement for Driveway by and between Chicago Title and Trust Company, as Trustee under Trust Agreement dated July 12, 1977, and known as Trust No. 1071254, and United Savings and Loan Association dated April 18, 1978, and recorded May 5, 1978, as document 24443888.

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EXHIBIT A

EXHIBIT B

STORE NO. 324 - ORLAND PARK, ILLINOIS

1. First Amendment to Lease dated April 26, 1979 between Chicago Title and Trust Company as Trustee under Trust No. 1071254 and Lucky Stores, Inc.

2. Notice of First Amendment to Lease dated April 26, 1979 between Chicago Title and Trust Company as Trustee under Trust No. 1071254 and Lucky Stores, Inc.

3. Estoppel Certificate dated May 1, 1979 from Lucky Stores, Inc. to B. A. Mortgage and International Realty Corporation.

4. Estoppel Certificate dated May 6, 1980 from Lucky Stores, Inc. to The Northwestern Mutual Life Insurance Company.

5. Estoppel Certificate dated May 27, 1980 from Lucky Stores, Inc. to The Northwestern Mutual Life Insurance Company.

6. Estoppel Certificate dated May 27, 1981 from Lucky Stores, Inc. to The Northwestern Life Insurance Company.

7. Letter re rent payments dated May 20, 1986 from Tri-Land Properties to Lucky Stores, Inc.

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EXHIBIT C

STORE NO. 324 - ORLAND PARK, ILLINOIS

1. Grant of Easement for Parking dated March 14, 1979 by Chicago Title and Trust Company as Trustee under Trust No. 1071254 to Poppin Fresh Pies, Inc.

2. Declaration of Easement for Ingress and Egress and Consent dated March 1, 1979 by Chicago Title and Trust Company as Trustee under Trust No. 1071254.

3. Specific Assignment, Subordination, Non-Disturbance and Attornment Agreement dated December 20, 1979 between Lucky Stores, Inc., Chicago Title and Trust Company as Trustee under Trust No. 1071254 and The Northwestern Mutual Life Insurance Company.

4. Agreement re Insurance dated August 4, 1980 between The Northwestern Mutual Life Insurance Company and Lucky Stores, Inc.

5. Agreement re Insurance dated September 3, 1980 between BA Mortgage and International Realty Corporation and Lucky Stores, Inc.

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