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AMENDMENT OF TERM
AND REVOLVING CREDIT
MORTGAGE

LASALLE NATIONAL BANK TRUST
NUMBERS: 51378, 108982, 109248
and 109453,

Mortgagor

CHEMICAL BANK, as Agent,

Mortgagee

DATED: AS OF 6 30, 1988

This instrument was prepared by and when
recorded is to be returned to:

Sharon A. Guss, Esq.
KAYE, SCHOLER, FIERMAN, HAYS & HANDLER
425 Park Avenue
New York, New York 10022

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AMENDMENT OF TERM AND REVOLVING CREDIT MORTGAGE

THIS AMENDMENT made as of this 30th day of JUN, 1988 between LASALLE NATIONAL BANK, a national banking association, not personally but solely as Trustee under a Trust Agreement dated August 31, 1976 and known as Trust No. 51378 ("Trust No. 51378"), LASALLE NATIONAL BANK, a national banking association, not personally but solely as Trustee under a Trust Agreement dated February 1, 1985 and known as Trust No. 108982 ("Trust No. 108982"), LASALLE NATIONAL BANK, a national banking association, not personally but solely as Trustee under a Trust Agreement dated December 5, 1984 and known as Trust No. 109248 ("Trust No. 109248") and LASALLE NATIONAL BANK, a national banking association, not personally but solely as Trustee under a Trust Agreement dated February 15, 1985 and known as Trust No. 109453, ("Trust No. 109453") (Trust No. 51378, Trust No. 108982, Trust No. 109248 and Trust No. 109453 are hereinafter collectively called the "Trusts" or the "Mortgagor") each having an address at 135 South LaSalle, Chicago, Illinois 60690 and Chemical Bank, a New York banking corporation having an office at 52 Broadway, New York, New York, as agent (in such capacity, hereinafter called the "Mortgagee") for the benefit of itself, individually and as agent, and the other Banks (hereinafter defined).

WHEREAS, the Mortgagor entered into that certain Loan and Security Agreement (hereinafter called the "Loan Agreement") dated as of January 30, 1987 among Mortgagor, Mortgagee, individually and as agent, Mitsubishi Trust & Banking Corporation, Kleinwort, Benson Limited, Shawmut Bank, N.A. and First Wisconsin National Bank of Milwaukee (collectively with Chemical Bank, in its individual capacity, hereinafter called the "Banks");

WHEREAS, pursuant to the Loan Agreement, Mortgagor executed certain Term Notes in the aggregate original principal sum of \$80,000,000 and Revolving Notes in the aggregate original principal sum of \$80,000,000 in favor of Mortgagee;

WHEREAS, in connection with the Loan Agreement and as security for the Term Notes and Revolving Notes, Mortgagor granted to the Mortgagee that certain Term and Revolving Credit Mortgage (hereinafter called the "Mortgage") securing the aggregate original principal sum of \$150,000,000, dated as of January 30, 1987 and recorded January 30, 1987 in the Office of the Cook County Illinois Recorder of Deeds as Document No. 87061739 covering the premises more particularly described on Schedule A attached hereto and made a part hereof;

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WHEREAS, Trust No. 51378 is the owner of the real estate legally described in Schedule A-1 annexed hereto and made a part hereof, Trust No. 108982 is the owner of the real estate legally described in Schedule A-2 annexed hereto and made a part hereof, Trust No. 109248 is the owner of the real estate legally described in Schedule A-3 annexed hereto and made a part hereof and Trust No. 109453 is the owner of the real estate described in Schedule A-4 annexed hereto and made a part hereof;

WHEREAS, concurrently herewith, the Mortgagor, Mortgagee and the Banks are amending the Loan Agreement and amending and endorsing the Revolving Notes to increase the principal sum of the debt evidenced by the Revolving Notes by an additional \$20,000,000 so that the aggregate maximum principal sum of the Revolving Notes is increased from \$80,000,000 to \$100,000,000; and

WHEREAS, the Mortgagor and the Mortgagee desire to amend the Mortgage to reflect the above described amendment of the Loan Agreement and the Revolving Notes.

NOW, THEREFORE, in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration each to the other in hand paid, receipt of which is hereby acknowledged, Mortgagor and the Mortgagee covenant and agree as follows:

1. The sum of \$80,000,000 in the 4th line from the bottom of the second page of the Mortgage is deleted and the sum of \$100,000,000 is hereby substituted in lieu thereof.

2. The reference made to all indebtedness, obligations, covenants, agreements and liabilities of the Mortgagor to Chemical Bank of any kind, whether or not arising under or in connection with the Loan Documents, in Paragraph (7) on the third page of the Mortgage shall be deemed to exclude all indebtedness, obligations, covenants, agreements and liabilities of the Mortgagor to Chemical Bank under the \$10,000,000 unsecured line of credit established by Chemical Bank for Mortgagor during the summer of 1988.

3. This Amendment may not be modified, waived or terminated orally.

4. All capitalized terms used in this Amendment which are not otherwise defined herein shall have the meanings ascribed to them in the Mortgage.

5. Except as expressly amended hereby, the Mortgage and the liens and encumbrances created thereby are hereby ratified and confirmed and, except as expressly modified

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hereby, all the terms, covenants and conditions thereof shall remain in full force and effect in accordance with the provisions thereof and Mortgagor agrees that nothing contained herein is intended to or shall impair the lien, conveyance and grant of the Mortgage.

IN WITNESS WHEREOF, this Amendment has been duly executed by the parties hereto as of the day and year first above written.

MORTGAGOR:

LASALLE NATIONAL BANK, a national banking association, not personally but as Trustee of Trust No. 51378

By: [Signature]
Title: ASSISTANT VICE PRES/DEN

Attest: [Signature]
Title: ASSISTANT SECRETARY

LASALLE NATIONAL BANK, a national banking association, not personally but as Trustee of Trust No. 108982

By: [Signature]
Title: ASSISTANT VICE PRES/DEN

Attest: [Signature]
Title: ASSISTANT SECRETARY

LASALLE NATIONAL BANK, a national banking association, not personally but as Trustee of Trust No. 109248

By: [Signature]
Title: ASSISTANT VICE PRES/DEN

Attest: [Signature]
Title: ASSISTANT SECRETARY

LASALLE NATIONAL BANK, a national banking association, not personally but as Trustee of Trust No. 109453

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MADE A PART HEREOF

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This mortgage is executed by the LaSalle National Bank, not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it by the deed of trust and the note thereunder, and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on said First Party or on said LaSalle National Bank personally to pay said note or any interest thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by Trustee and by every person now or hereafter claiming any right or security hereunder, and that so far as the First Party and its successors and said LaSalle National Bank personally are concerned, the legal holder or holders of said note and the buyer or owners of any indebtedness accruing hereunder shall look solely to the promises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, if any.

LA SALLE NATIONAL BANK

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By: [Signature]
Title: ASSISTANT VICE PRESIDENT

9 Attest: [Signature]
Title: ASSISTANT SECRETARY

MORTGAGEE:

CHEMICAL BANK, as Agent

By: [Signature]
Managing Director

ATTEST

By: [Signature]
Vice President
[Corporate Seal]

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STATE OF)
) ss.:
COUNTY OF)

I, Mary M. Atkinson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John H. Roach, Jr., the Managing Director of Chemical Bank, a New York banking corporation, and _____, the _____ of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Managing Director and _____, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as Managing Director and _____ of said Corporation, and caused the corporate seal of said Corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said Corporation, as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 15th day of July, 1988, A.D.

Mary M. Atkinson
Notary Public

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11/10/2011

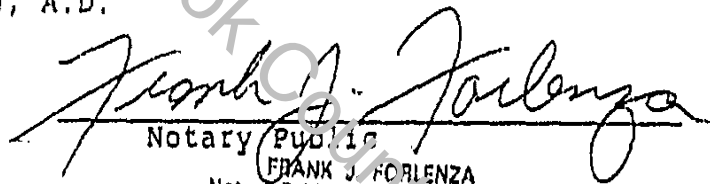
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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, FRANK J. FORLENZA a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that JOHN H. STEVENS, the VICE PRESIDENT of Chemical Bank, a New York banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such VICE PRESIDENT, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as VICE PRESIDENT of said Corporation, and caused the corporate seal of said Corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said Corporation, as his own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 11th day of July, 1988, A.D.



Notary Public

FRANK J. FORLENZA

Notary Public, State of New York

No. 41-4848912

Qualified in Queens County

Certificate Filed in New York County

Commission Expires March 30, 1989

NOV 1989

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COOK COUNTY CLERK
JANUARY 2011

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STATE OF ILLINOIS)
) COOK) ss.:
COUNTY OF)

I, Marla Franklyn, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that , the ASSISTANT VICE PRESIDENT of LaSalle National Bank, a national banking association, as Trustee of Trust Numbers 51378, 108982, 109248 and 109453, and ASSISTANT VICE PRESIDENT of said Bank, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such ASSISTANT VICE PRESIDENT and ASSISTANT VICE PRESIDENT, respectively, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Bank, as Trustee for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 30 day of June, 1988, A.D.

Marla Franklyn
Notary Public

My Commission Expires April 28, 1990

Notary Public for Cook County Clerk's Office

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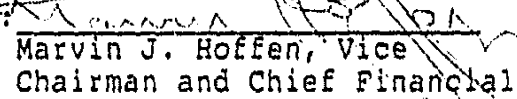
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JOINDER

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged the undersigned, being the owner of 100% of the beneficial interest in each of the Trusts, hereby consents to the execution by the Mortgagor of this Amendment and hereby ratifies and confirms the Joinder executed and delivered by the undersigned as of January 30, 1987 as attached to and made a part of the Mortgage.

DOMINICK'S FINER FOODS, INC.,
a Delaware Corporation

By: 
Marvin J. Hoffen, Vice
Chairman and Chief Financial
Officer

Attest: 
Thomas D. Roti, Vice
President and Assistant
Secretary

(Corporate Seal)

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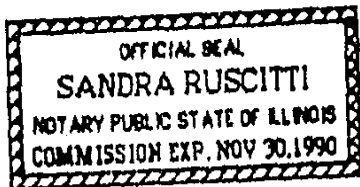
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STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

I, Sandra Ruscitti, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Marvin J. Hoffen, the Vice Chairman and Chief Financial Officer of Dominick's Finer Foods, Inc., a Delaware corporation, duly licensed to transact business in the State of Illinois, and Thomas D. Roti, the Vice President and Assistant Secretary of said Corporation, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice Chairman and Chief Financial Officer and Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as Vice Chairman and Chief Financial Officer and Vice President and Assistant Secretary of said Corporation, and caused the corporate seal of said Corporation to be affixed thereto, pursuant to the authority given by the Board of Directors of said Corporation, as their own free and voluntary act and as the free and voluntary act of said Corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28th day of June, 1988, A.D.

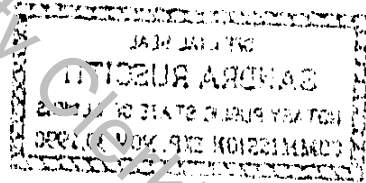


Sandra Ruscitti
Notary Public

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SCHEDULE A-1

Legal Description

Property Address: 1822 Willow Road
Northfield, Illinois

<u>Permanent Tax Number</u>	<u>Volume</u>
04-24-413-023	133
04-24-413-030	133
04-24-413-031	133
04-24-413-057	133

PARCEL 1

That part of the Chicago Northwestern Railroad Company's right of way situated in the North East quarter of the South East quarter of Section 24, Township 42 North, Range 12, East of the Third Principal Meridian, described as follows:

Beginning at the intersection of the South line of Willow Road as said Willow Road is now located and established in Northfield, Illinois with a line drawn parallel to and distant 46.5 feet North Easterly, measured at right angles, from the main track center line of said railroad company, as said main track is located and established across said Section 24; thence continuing Easterly along said South line of Willow Road, a distance of 140.8 feet; thence Southerly parallel with said center line of main track, a distance of 171 feet; thence Westerly at right angles a distance of 135 feet, more or less, to a point distant 46.5 feet North Easterly, measured at right angles, from said center line of the main track; thence Northerly parallel with said center line of the main track a distance of 210 feet, more or less, to the point of beginning, excepting from the foregoing a Parcel bounded and described as follows:

Beginning at the intersection of the South line of Willow Road as said Willow Road is now located and established in Northfield, Illinois with a line drawn parallel to and distant 46.5 feet North Easterly measured at right angles from the main track center line of said railroad company as said main track is located and established across said Section 24; thence Easterly along said South line of Willow Road 140.80 feet; thence Southerly parallel with said center line of the main track 16.0 feet; thence West to a point on the aforesaid described 46.5 foot parallel line, said point being 15.36 feet South Easterly of the point of beginning (as measured along

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said parallel line); thence North Westerly to the point of beginning, all in Cook County, Illinois.

PARCEL 2

Lot 1 in Berger's Industrial Park Subdivision, being a Subdivision of part of the East half of the South East quarter of Section 24, Township 42 North, Range 12, East of the Third Principal Meridian, and part of the West half of the South West quarter of Section 19, Township 42 North, Range 13, East of the Third Principal Meridian, except that part of said Lot 1 bounded and described as follows:

Beginning at the North West corner of said Lot 1; thence Easterly along the North line of said Lot 1 a distance of 81.37 feet to the North East corner of said Lot 1; thence Southerly along the Easterly line of said Lot 1 a distance of 9.0 feet to a point; thence North Westerly along a straight line to a point 10.0 feet East of and 6.0 feet South of the said North West corner of said Lot 1 (as measured on the North line of said Lot 1 and on a line at right angles thereto); thence South Westerly to a point on the Westerly line of said Lot 1 being 12 feet South Easterly of the point of beginning (as measured along said Westerly line of Lot 1); thence Northerly along said Westerly line of Lot 1, 12.0 feet to the point of beginning, all in Cook County, Illinois.

PARCEL 2

Lot 2, except the South 22 feet thereof in Berger's Industrial Park Subdivision, being a Subdivision of part of the East half of the South East quarter of Section 24, Township 42 North, Range 12, East of the Third Principal Meridian, and part of the West half of the South West quarter of Section 19, Township 42 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

PARCEL 4

That part of the North East quarter of the South East quarter of Section 24, Township 42 North, Range 12, East of the Third Principal Meridian, bounded and described as follows:

Commencing at a point on the South line of Willow Road, distant 46.5 feet, North Easterly measured at right angles, from the center line of the main track (now removed) of the Chicago and North Western Transportation Company, as said main track was located in September 19, 1959; thence Easterly along said South line of Willow Road a distance of 140.8 feet to the point of beginning of the Parcel of land herein described; thence South Easterly parallel with said main track center line a distance of 171 feet; thence North Easterly at right

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angles to the last described course a distance of 25 feet, more or less, to a point on the South Westerly right of way line of the Chicago and Northwestern Transportation Company (formerly the Chicago North Shore and Milwaukee Railway Company), being a point distance 30 feet South Westerly, measured at right angles, from the center line between the two main tracks of said former railway company as originally located and established; thence North Westerly along said South Westerly right of way line to a point on the South line of said Willow Road; thence Westerly along said South line of Willow Road to the point of beginning, all in Cook County, Illinois.

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SCHEDULE A-2

Legal Description

Property Address: 6312 N. Nagle Avenue
Chicago, Illinois

<u>Permanent Tax Number</u>	<u>Volume</u>	<u>Affects</u>
13-06-207-005	323	Lot 1
13-06-207-006	323	Lot 14
13-06-207-007	323	Lot 13
13-06-207-008	323	Lot 12
13-06-207-009	323	Lot 2
13-06-207-010	323	Lot 3
13-06-207-011	323	Lot 4
13-06-207-012	323	Lot 5
13-06-207-013	323	Lot 6
13-06-207-014	323	Lot 7
13-06-207-015	323	Lot 8
13-06-207-016	323	Lot 9
13-06-207-017	323	Lot 10
13-06-207-018	323	Lot 11

Lots 1 to 14 both inclusive in Bianchi's Resubdivision of Lots 1, 2, 3, and 4 (except the West 153 feet of said Lot 4) and (except parts taken for streets) together with Lots 1 to 18 inclusive and vacated streets and alleys in Bianchi's Subdivision of the West 153 feet of Lot 4 all in the subdivision of Lot 1 in the Circuit Court Partition of the East 30 acres of the North 1/2 of the North East 1/4 of Section 6, Township 40 North, Range 13 East of the Third Principal Meridian (excepting therefrom that part lying Easterly of the center of Milwaukee Avenue), all in Cook County, Illinois.

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SCHEDULE A-3Legal Description

Property Address: 1968 Sibley Boulevard
Calumet City, Illinois

<u>Permanent Tax Number</u>	<u>Volume</u>	<u>Affects</u>
29-12-127-033	204	Tract A
29-12-128-033	204	Tract A
29-12-128-035	204	Tract A
29-12-129-041	204	Tract A
29-12-128-034	204	Tract B
29-12-129-042	204	Tract B
29-12-129-043	204	Tract B
29-12-129-028	204	Tract B

TRACT APARCEL 1

Lots 22 to 29 inclusive all in Block 8 in Fordson Manor a re-subdivision of part of Eidam Subdivision in the South West 1/4 of the North West 1/4 of Section 22, Township 36 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PARCEL 2

Lots 1 to 8 inclusive and Lots 25 to 32 inclusive in Block 13, together with the vacated alley between said Lots in Cryer's Calumet Center Addition, a Subdivision of the East 1/2 of the North West 1/4 of Section 12, Township 36 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

PARCEL 3

The West 1/2 of vacated Jeffrey Avenue North of the South line of Lot 29 in Block 8 in Fordson Manor as extended to the East and South of the South line of Harding Avenue (along the North line of Lot 22 in Block 8 in Fordson Manor as extended East) in Cook County, Illinois.

ALSO

The East 1/2 of vacated Jeffrey Avenue North of the South Line of Lot 25 in Block 13 in Cryer's Calumet Center Addition extended West and South of the North line of Lot 32 in Block 13

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in Cryer's Calumet Center Addition extended West in Cook County, Illinois.

PARCEL 4

Lots 25 to 32 inclusive in Block 14, together with all of vacated Chappel Street North of the South line of Lot 25 in Block 14 as extended to the West and South of the South line of Harding Avenue in Cryer's Calumet Center Addition, a Subdivision of the East 1/2 of the North West 1/4 of Section 12, Township 36 North, Range 14 East of the Third Principal Meridian all in Cook County, Illinois.

TRACT B

Lots 9 to 24 inclusive in Block 13, including all vacated alleys adjoining said Lots in said Block and the East 1/2 (except the West 8.12 feet thereof) of vacated Jeffrey Avenue North of the North line of Sibley Boulevard adjoining said Lots; Lots 12 to 24 inclusive in Block 14 including vacated alley South of and adjoining Lot 22 and including vacated Chappel Avenue North of the North line of Sibley Boulevard adjoining said Lots, all in Cryer's Calumet Center Addition, a subdivision of the East 1/2 of the North West 1/4 of Section 12, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

ALSO

That part of the East 1/2 (except the East 21.88 feet thereof) of the heretofore vacated 33.00 foot wide Constance Avenue (Jeffrey Avenue) as heretofore dedicated in Cryer's Calumet Center Addition (being a Subdivision of the East 1/2 of the North West 1/4 of Section 12, Township 36 North, Range 14 East of the Third Principal Meridian) lying North of the Easterly prolongation of the North line of Lot 30 in Block 8 in Fordson Manor Subdivision (being a resubdivision of Lots or Blocks 4, 5, 6 and 7 in Eidam's Subdivision of the West 1/2 of the North East 1/4 of the North East 1/4 of the South East 1/4 of the North East 1/4 of the North East 1/4 of Section 11 and (except right-of-way of the Illinois Central Railroad Company) the South West 1/4 of the North West 1/4 of Section 12, all in Township 36 North, Range 14 East of the Third Principal Meridian, recorded February 5, 1925 as Document Number 8765030) and lying South of the Westerly prolongation of the North line of Lot 24 in Block 13 in Cryer's Calumet Center Addition aforesaid, all in Cook County, Illinois.

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SCHEDULE A-4

Legal Description

Property Address: 259 East Lake Street
Oak Park, Illinois

<u>Permanent Tax Number</u>	<u>Volume</u>		
16-08-125-001	142	, DEPT-01	\$34.00
16-08-125-002	142	, T43333 TRAN 0521 07/12/88 15:05:00	
16-08-126-001	142	, #2338 & C: *-88-305641	
		, COOK COUNTY RECORDER	

PARCEL 1

Lots 6 and 7 (except the West 11.37 feet thereof), the West 31 feet of Lot 9, Lot 10, Lots 11 and 12 of the William Beye's Subdivision of the East 625.50 feet of Block 38 in the Village of Ridgeland, being a subdivision of the East 1/2 of the East 1/2 of Section 7 and also the North West 1/4 and the West 1/2 of the South West 1/4 of Section 8, Township 39 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois;

ALSO

PARCEL 2

The East 182 feet (except that part, if any included within Cuyler Avenue) of the West 625.50 feet of Block 38 in the Village of Ridgeland, being a subdivision of the East 1/2 of the East 1/2 of Section 7 and also the North West 1/4 and the West 1/2 of the South West 1/4 of Section 8, Township 39 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois;

ALSO

PARCEL 3

That part of the vacated North Boulevard South of and adjoining Block 38 in the Village of Ridgeland aforesaid, lying West of the East line of the West 31 feet of Lot 9 in William Beye's Subdivision aforesaid, extended South, and East of the East line of Cuyler Avenue, all in Cook County, Illinois.

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