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MAIL TO
AFTER RECORDING
RETURN TO:

The Sports Authority, Inc.
3389 North State Road 7
Fl. Lauderdale, Florida 33319
Attn: Vice-President - Real Estate

THIS DOCUMENT HAS BEEN
PREPARED BY:

Harold W. Francke
Rudnick & Wolfe
203 N. LaSalle Street
Suite 1800
Chicago, Illinois 60601

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DEPT-01 RECORDING \$41.50
 T46466 TRAM 2693 06/11/96 14:10:00
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 COOK COUNTY RECORDER

This space reserved for Recorder's use only.

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RECOGNITION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

This Recognition, Nondisturbance and Attornment Agreement ("Agreement") is made as of the 23rd day of January, 1996, by and between EAGLE FOOD CENTERS, INC., a Delaware corporation ("Eagle"), and THE SPORTS AUTHORITY, INC., a Delaware corporation ("Tenant") (Eagle and Tenant are herein collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, Tenant has entered into that certain Sublease dated as of April 21, 1995 (the "Original Sublease") with AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, NOT PERSONALLY, BUT SOLELY AS TRUSTEE UNDER A TRUST AGREEMENT DATED MARCH 15, 1988 AND KNOWN AS TRUST NO. 104902-09 ("Landlord"), pursuant to which Tenant has leased from Landlord the following (collectively, the "Premises"): (i) approximately 70,000 square feet of floor area in a building containing approximately 105,440 square feet of floor area (the "Building") located on the real property in the Village of Niles, Illinois legally described on Exhibit A attached hereto (the "Property"); (ii) a nonexclusive easement to use all public and common facilities erected on or serving the Shopping Center (as hereinafter defined) and intended for common use, including but not limited to all entrances, exits, driveways, parking areas, walks, service drives and all utilities servicing said property; and (iii) a nonexclusive right and easement to use the electrical equipment room in the Building serving but not located within Tenant's floor space. The Original Sublease has been amended by a First Amendment to Sublease dated January 22, 1996 (the Original Sublease and First Amendment are collectively referred to herein as the "Sublease"); and

WHEREAS, Landlord is the sublessee, pursuant to an assignment from MCDADE AND COMPANY, INC. ("McDade"), under that certain Indenture of Lease dated as of February 29,

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8/11/2011

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1980 by and between LUCKY STORES, INC. ("Lucky"), as lessor, and McDade, as lessee (the "Master Sublease"), demising the Property, including the Building and related parking and driveway areas located thereon, all as depicted on the plot plan (the "Plot Plan") attached hereto as Exhibit B; and

WHEREAS, Eagle is the successor in interest to Lucky, as the lessee under that certain Lease and Sublease dated as of July 1, 1972 (the "Master Lease"), pursuant to which there was leased from JOHN F. LEBOR, as lessor ("Lebor") certain real property situated in the Village of Niles, Illinois, including the Property, as improved with the Building and related parking and driveway areas located thereon all as depicted on the Plot Plan (the "Shopping Center"), which Shopping Center is legally described on Schedule A attached to the Master Lease; and

WHEREAS, JOSEPH BEECH III, AS TRUSTEE UNDER A TRUST AGREEMENT DATED NOVEMBER 29, 1976 ("Master Landlord"), as assignee of Lebor (who was the assignee from Lucky), is the landlord under the Master Lease and is the lessee under that certain Ground Lease dated July 1, 1970, by and between Lucky, as lessee, and HEN-EL CORPORATION, as lessor, as amended by that certain First Amendment to Indenture of Lease dated October 23, 1970 and that certain Amendment No. 2 to Lease dated August 21, 1972 (collectively, the "Master Ground Lease") pursuant to which Lucky leased certain real property situated in the Village of Niles, Illinois, including the Property, and HEN-EL CORPORATION dissolved and its interest passed to Trust No. 101, which subsequently assigned its interest under the Master Ground Lease to HARRY J. KOLZE III and WYOLENE KOLZE BISCHOFF, as Trustees of Trust No. 102 (collectively, "Ground Landlord"); and

WHEREAS, the Parties desire to provide for a consent by Eagle to Tenant's use of the Premises and for a recognition, nondisturbance and attachment agreement as more fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants of the Parties herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Eagle hereby consents to Tenant's use of the Premises for the purpose of (i) a retail store of the type operated by Tenant at a majority of its other locations in the metropolitan Chicago market, which may include but shall not be limited to, the sale of sporting goods, and for no other business, except as Eagle may otherwise consent in writing, which consent shall not be unreasonably withheld or delayed and (ii) back room office space not to exceed 30,000 square feet of floor area.

2. A. The Sublease, and Tenant's rights and privileges thereunder, shall not be affected, diminished or interfered with by Eagle in the exercise of any of its rights and remedies under the Master Sublease and Tenant's right of occupancy shall not be disturbed by Eagle during the term of the Sublease, or any extensions or renewals

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thereof, unless Tenant is in default under the Sublease in which event Tenant may suffer disturbance in its possession of the Premises but only in the manner provided in the Sublease. In the event Eagle terminates the Master Sublease, or Landlord's right to possession of the Building or Premises thereunder, Tenant shall continue its tenancy of the Premises under the terms and conditions of the Sublease, and subject to the provisions of Paragraph 2.D. below, shall attorn to Eagle to the same extent and with the same force as if Eagle were the "Landlord" under the Sublease. Such attornment shall be effective and self-operative without the execution of any other instruments on the part of either of the Parties. Subject to the provisions of Paragraph 2.D. below, Eagle shall thereupon succeed to the rights and obligations of Landlord under the Sublease, and shall further be entitled to the benefits of, and to receive and enforce the performance of, all of the covenants to be performed by Tenant under the Sublease, as though Eagle were named therein as "Landlord."

B. Eagle shall not, by virtue of this Agreement, be or become subject to any liability to Tenant under the Sublease or otherwise, until Eagle shall have terminated the Master Sublease, or the Landlord's right to possession of the Building or Premises thereunder, and then only to the extent of liabilities accruing subsequent to the date of such termination. Upon termination of the Master Sublease or the Landlord's right to possession of the Building or Premises thereunder, Eagle shall assume and perform the obligations of the "Landlord" under the Sublease accruing after such termination, and shall assume and perform any obligations of Landlord of a continuing nature which accrued prior to termination and which continue to accrue after such termination (provided, however, that Eagle's liability shall be only for such portion of such obligations which accrue after such termination). Notwithstanding the foregoing, this Paragraph 2.B. shall not limit Eagle's liability or obligations to Tenant under this Agreement, nor shall the foregoing provisions limit Tenant's right under the Sublease to offset against rents coming due amounts Tenant has incurred or expended in curing any defaults of Landlord occurring prior to the date of termination.

C. Eagle shall not be bound by, and shall be entitled to recover from Tenant as Rent under the Sublease, any payment of Rent or voluntary payments of additional rent made by Tenant to Landlord for more than one month in advance. Eagle shall not be bound by any amendment to or modification of the Sublease which would adversely affect Eagle's interest in the Sublease (in the event Eagle succeeds to Landlord's interests under the Sublease) unless such amendment or modification is made with the prior written consent of Eagle.

D. After Eagle gives written notice to Tenant (and concurrently with such notice to Tenant, Eagle shall also send a copy of such notice to Landlord) that the Master Sublease, or Landlord's right to possession of the Building or Premises thereunder, has been terminated, and that the Rent due under the Sublease should be paid to Eagle, Tenant shall pay to Eagle all Rent and other monies due, and to become due, to Landlord



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under the Sublease unless, within seven (7) business days after receiving such notice, Tenant receives written notice from Landlord disputing such termination. In such event, Tenant shall pay Eagle an amount equal to the monetary obligations which the tenant under the Master Sublease is then required to pay to Eagle (less any amounts which Eagle is then required to pay pursuant to and in accordance with the Master Lease which Tenant then pays directly to Master Landlord, any mortgagee of Master Landlord's interest in the Building or the Property [a "Master Landlord Mortgagee"], or to Ground Landlord, provided Tenant furnishes to both Eagle and Landlord appropriate confirmation or evidence of all such payments made directly by Tenant) in partial satisfaction of Tenant's obligation to pay Rent under the Sublease, and shall pay the balance of its Rent into an escrow as it is directed by a joint direction from Landlord and Eagle, and if it does not receive such joint direction, it shall deposit the balance of its Rent with the Clerk of the Court wherein either Landlord or Eagle has instituted an action to resolve such dispute, and until it does receive such joint direction or a notice of the pendency of any such action, it shall continue to pay the balance of its Rent to Landlord. Until Tenant is notified by a joint notice from Landlord and Eagle that such dispute has been resolved or Tenant is in receipt of a certified copy of a final order or decree of the court having jurisdiction over such dispute ordering or decreeing a resolution of such dispute, no succession and attornment shall take effect. In the event Tenant is so notified that the dispute has been resolved and that the Master Sublease has been terminated, Eagle shall succeed as the "Landlord" under the Sublease and Tenant shall attorn to Eagle as of the date of such notice. Until Tenant receives such notice that the dispute has been resolved or such court order or decree, Tenant shall not be disturbed in its possession of the Premises (so long as it is not in default under the Sublease) and Tenant shall be protected in making the payments as is herein provided and shall not be liable to either Landlord or Eagle in so doing.

3. Eagle agrees to send to Tenant copies of all notices sent by Eagle to either McDade or Landlord concurrently with the giving of any such notice to McDade or Landlord and to promptly send to Tenant copies of all notices received by Eagle from (i) Ground Landlord, Master Landlord or any Master Landlord Mortgagee, under the Master Ground Lease, the Master Lease or any instrument or agreement executed by either Master Landlord or Eagle in favor of a Master Landlord Mortgagee) or (ii) McDade or Landlord under the Master Sublease, at the following address or such other address as Tenant may designate by notice:

The Sports Authority, Inc.
3383 North State Road 7
Ft. Lauderdale, Florida 33319
Attention: President

With a copy to: Vice President - Real Estate
at the same address



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Tenant agrees to send to Eagle copies of any notices given to McDade or Landlord under the Sublease concurrently with the giving of such notices to McDade or Landlord. Such notices shall be sent to Eagle at the following address or such other address as Eagle may designate by notice:

Eagle Food Centers, Inc.
Route 67 and Knoxville Road
Milan, Illinois 61264
Attention: Real Estate Dept.

With a copy to: Snyder & Schwarz, P.C.
1600 Fourth Avenue
Suite 200
P.O. Box 3700
Rock Island, IL 61204
Attention: William J. Snyder

Any notice, demand, request, consent or communication that any party hereto desires or is required to give to another party hereto shall be in writing and shall either be served personally to the address and on the person specified below or by prepaid, first class, certified or registered mail, return receipt requested, or by an overnight mail service which maintains records of such delivery. If served by registered or certified mail, notices shall be deemed given on the date which is three (3) business days after the date such notice is deposited in the U.S. mail (or on the date delivery is refused by the intended recipient).

4. Eagle agrees that, should it succeed to Master Landlord's interests under the Master Ground Lease, it will not terminate the Master Ground Lease pursuant to its terms unless it simultaneously acquires ownership of the land leased pursuant to the Master Ground Lease. Eagle acknowledges and agrees that the Sublease shall remain in effect notwithstanding the fact that Eagle may elect or be required to terminate the Master Lease and purchase Master Landlord's interests in the Premises and the Building pursuant to the terms of the Master Lease or that certain Assignment of Lease and Agreement dated July 1, 1972 between the Master Landlord and Fortuna Grande Corporation (the "Fortuna Assignment"). Notwithstanding any of the foregoing or anything to the contrary contained elsewhere in this Agreement, in the event Eagle is required, pursuant to a written notice from Landlord, to exercise Eagle's right under the Master Lease or the Fortuna Assignment to terminate the Master Lease or to purchase the Master Landlord's leasehold estate (which will thereby permit Landlord to acquire or succeed to Eagle's rights under the Master Sublease), then upon such termination of the Master Lease (or the purchase of the Master Landlord's leasehold estate on behalf of Landlord), Eagle shall be released from all of its obligations and liabilities under the Master Sublease and this Agreement, except with respect to obligations and liabilities which arose or accrued prior to such time.

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5. Eagle acknowledges that, notwithstanding anything in the Master Sublease to the contrary, or that may be implied by law from the mode of affixation, or otherwise, all of Tenant's existing and future inventory ("Inventory") shall remain the personal property of Tenant and shall not become a fixture or a part of the Premises or Property.

6. In the event Tenant, pursuant to the terms of the Sublease, elects to exercise one or more of the options contained in the Master Sublease to extend the term of the Master Sublease, Eagle agrees to recognize such exercise (provided the Sublease is then in effect and no default then exists under the Sublease) and to acknowledge such exercise as being valid and effective as if the same had been undertaken by Landlord.

7. This Agreement shall inure to the benefit of and shall be binding upon Tenant and Eagle, and their respective mortgagees, purchasers, successors and assigns. The validity and ongoing effectiveness of this Agreement shall not be affected by the unenforceability or invalidity of, or any party's failure to perform an obligation under, any agreement heretofore or hereafter executed by Eagle and Landlord, or their successors, with the consent of Tenant as hereinabove provided.

8. Upon receipt of written notice from Tenant confirming that it is in the process of executing a sublease for any part or all of the Premises (a copy of which sublease shall accompany such notice), Eagle shall execute and deliver to such sublessee(s) such recognition, nondisturbance and attornment agreement(s) and estoppel letter(s) (collectively, the "Nondisturbance Documents") in substantially the same form as this Agreement and the form of estoppel letter being delivered to Tenant concurrently with this Agreement (with such changes or modifications to the Nondisturbance Documents as may be necessary or appropriate to reflect such transaction(s) and which are reasonably acceptable to Tenant and Eagle and their respective attorneys). Provided, however, as a condition each time that Eagle is requested to execute and deliver the Nondisturbance Documents, Tenant shall furnish to Eagle evidence reasonably acceptable to Eagle and its attorneys confirming that, for the balance of the term of the Master Lease, the collective rental and other obligations of all of Tenant's subtenants of the Premises (including the rental and other obligations of the subtenant(s) covered by the Nondisturbance Documents which Eagle is then being asked to execute) are at least equal to or greater than that portion of the total rental and other obligations as is applicable to the Property which Eagle is then responsible for pursuant to and in accordance with the terms of the Master Lease.

9. This Agreement shall be governed by and construed according to the laws of the State of Illinois.

10. This Agreement may not be modified or abrogated in any manner other than by a written instrument signed by the Parties or their successors in interest.

11. All terms not defined in this Agreement shall have the meaning given them in the Sublease.

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Eagle and Tenant have executed this Agreement, to be effective as of the above date.

EAGLE FOOD CENTERS, INC., a Delaware corporation

By: Herbert T. Otten
Its: Senior VP / CFO

ATTEST

By: [Signature]
Its: [Signature]

THE SPORTS AUTHORITY, INC., a Delaware corporation

By: [Signature]
Its: Senior Vice President

ATTEST

By: [Signature]
Its: President, Chief Operating Officer and Chairman of the Board

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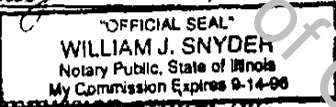
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STATE OF ILLINOIS)
COUNTY OF ~~COOK~~ ^{Rock Island})

I hereby certify that, on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Herbert E. Dotter and Gary H. Long, as Senior VP/CFO and Asst. Sec'y, respectively, of EAGLE FOOD CENTERS, INC., a Delaware corporation, personally known to me to be the persons whose names are subscribed to the foregoing Recognition, Nondisturbance and Attornment Agreement and that such individuals acknowledged to me that they executed the same in their official capacities as Senior VP/CFO and Asst. Sec'y of EAGLE FOOD CENTERS, INC., and that, as such officers, they were authorized to do so for the uses and purposes set forth therein.

WITNESS my hand and official seal in the State and County aforesaid this 29th day of January, 1996.

My Commission expires on:  "OFFICIAL SEAL" WILLIAM J. SNYDER Notary Public, State of Illinois My Commission Expires 9-14-96

Sign Name: William J. Snyder
Print Name: William J. Snyder
Notary Public

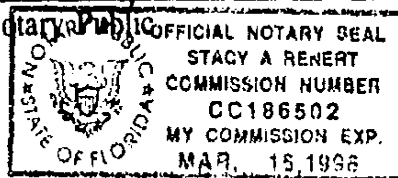
STATE OF FLORIDA)
COUNTY OF BROWARD)

I hereby certify that, on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard J. Lynch, Jr. and Stacy A. Renert as Senior Vice President and President, respectively, of THE SPORTS AUTHORITY, INC., a Delaware corporation, personally known to me to be the persons whose names are subscribed to the foregoing Recognition, Nondisturbance and Attornment Agreement and that such individuals acknowledged to me that they executed the same in their capacities as Senior Vice Pres. and President of THE SPORTS AUTHORITY, INC., and that, as such officers, they were authorized to do so for the uses and purposes set forth therein.

WITNESS my hand and official seal in the State and County aforesaid this 22nd day of January, 1996.

My commission expires on:

Sign Name: Stacy A. Renert
Print Name: Stacy A. Renert

Notary Public  OFFICIAL NOTARY SEAL STACY A. RENERT COMMISSION NUMBER CC186502 MY COMMISSION EXP. MAR. 15, 1996

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EXHIBIT A

Lot 1 in Hen-El Corporation's Subdivision of Part of the South East 1 /4 of the South East 1/4 of Section 14, Township 41 North, Range ~~2~~ East of the Third Principal Meridian, in Cook County, Illinois.

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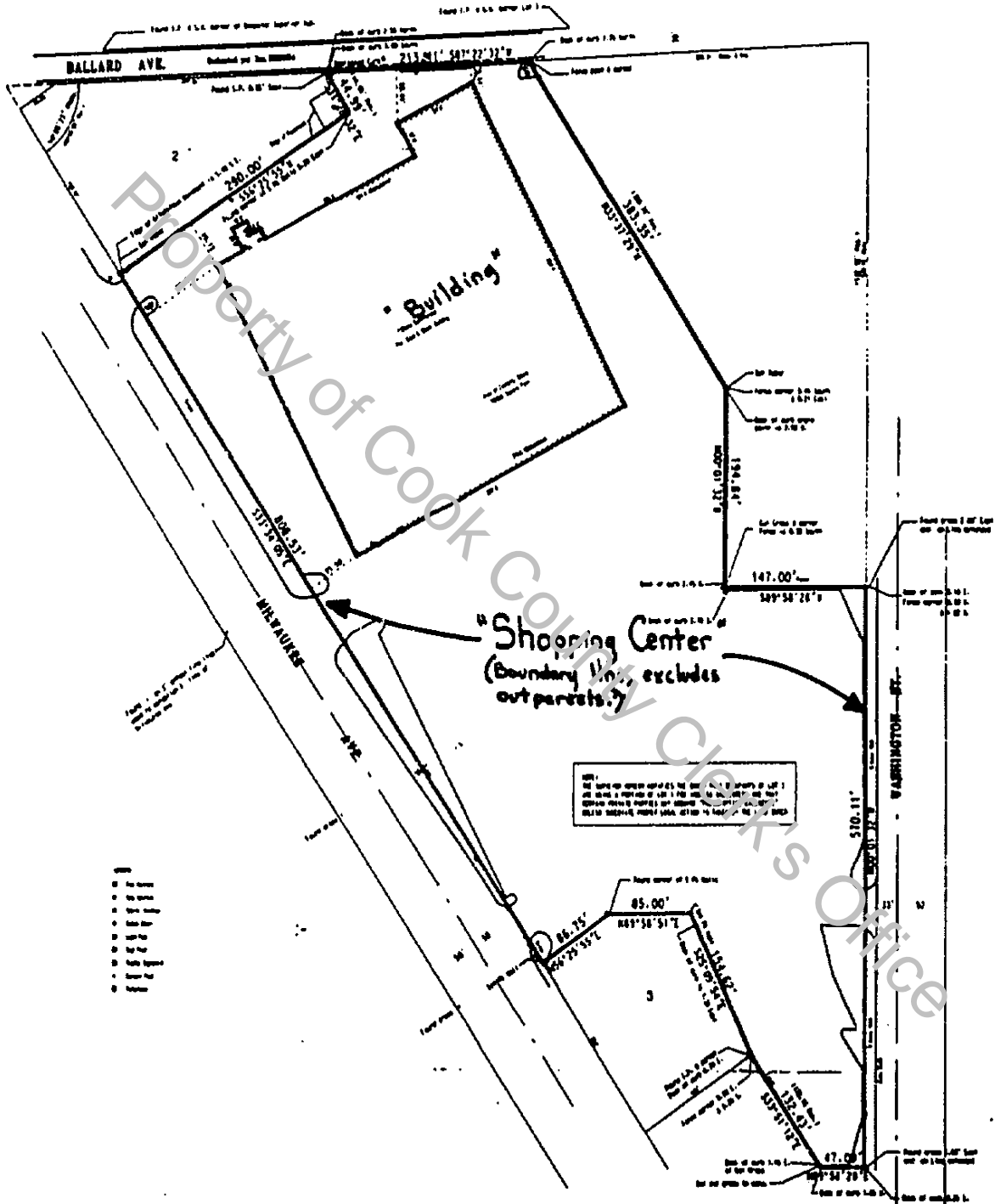
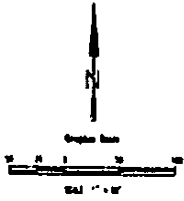
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LOT 1 IN THE 2ND-23 CHAMPLAIN'S SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 14, TOWNSHIP 41 NORTH, RANGE 14 EAST, OF THE THIRD PRINCIPAL MERIDIAN, ADJACENT TO THE PLAT FRONTING WASHINGTON FOR A PART AS SHOWN BY MAP 111 IN COOK COUNTY, ILLINOIS

Area - 0.690 Acres

EXHIBIT "B" - Page 1 of 2



- 1. All lines are shown as they are in the field.
- 2. All lines are shown as they are in the field.
- 3. All lines are shown as they are in the field.
- 4. All lines are shown as they are in the field.
- 5. All lines are shown as they are in the field.
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- 9. All lines are shown as they are in the field.
- 10. All lines are shown as they are in the field.

NOTICE: THE SHOWN BOUNDARY LINES ARE BASED ON THE FIELD SURVEY OF LOT 1 AND ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE SURVEY. THE SHOWN BOUNDARY LINES ARE NOT TO BE CONSIDERED AS A GUARANTEE OF THE ACCURACY OF THE SURVEY.

1. The survey is based on the field measurements and is not to be considered as a guarantee of the accuracy of the survey.
2. The survey is based on the field measurements and is not to be considered as a guarantee of the accuracy of the survey.
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- 1. All lines are shown as they are in the field.
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David L. Mackie
 David L. Mackie, Inc.
 1111 North Dearborn Street, Chicago, Illinois 60610



MACKIE CONSULTANTS, INC.
 1111 North Dearborn Street, Chicago, Illinois 60610
 Phone: 312-329-8800 Fax: 312-329-8801

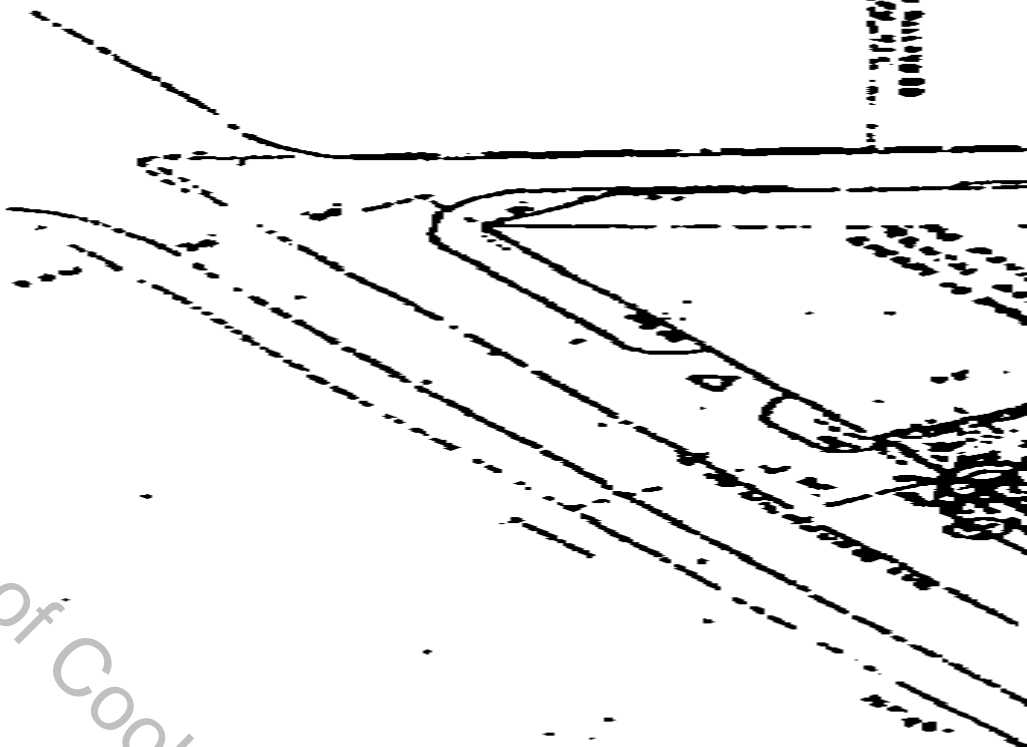
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211 West Madison St
Chicago, Ill. 60604



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SITE PLAN

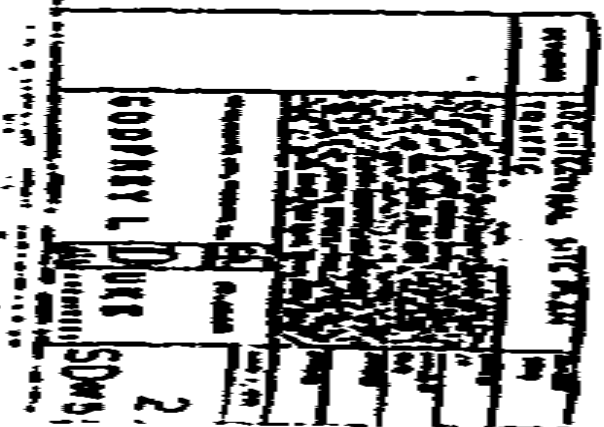
EXISTING BUILDING (110)
NEW BUILDING (110)
NEW BUILDING (110)

NEW BUILDING (110)

NEW BUILDING (110)

NEW BUILDING (110)
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Proprietary Area
Pylon Sign Location



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