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[Gary]

AMENDED AND RESTATED SUBLEASE

THIS AMENDED AND RESTATED SUBLEASE, made and entered into as of the 1st day of March, 1997, by and between RIDGE DEVELOPMENT, L.L.C., an Indiana limited liability company ("Tenant"), and SUPER CENTER, INC., an Indiana corporation ("Subtenant").

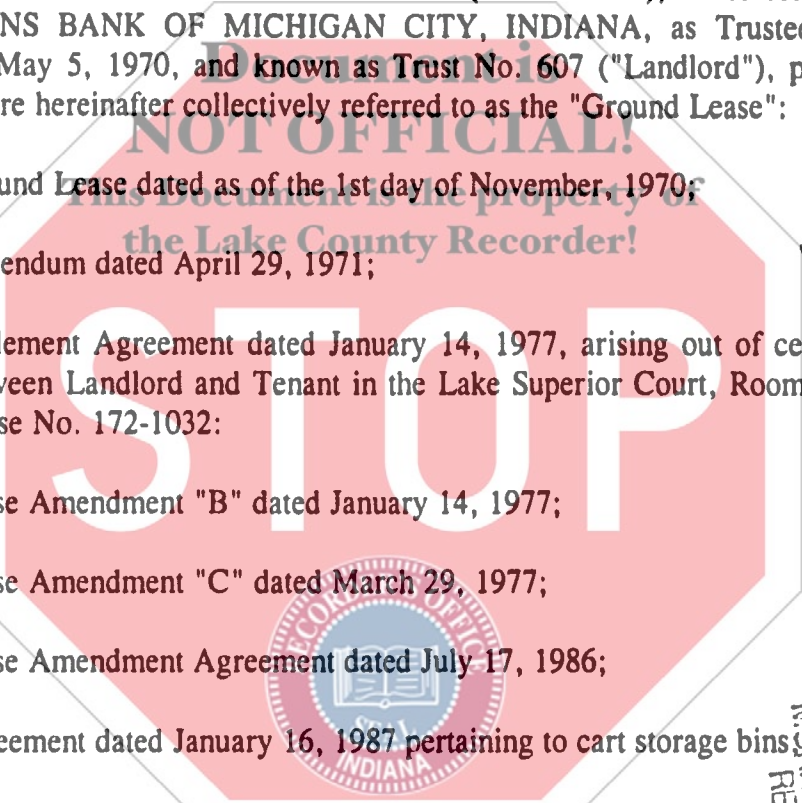
WHEREAS, LAKE COUNTY TRUST COMPANY, as Trustee under Trust Agreement dated October 12, 1970 and known as Trust No. 1637 ("Trust 1637"), leased certain real estate from the CITIZENS BANK OF MICHIGAN CITY, INDIANA, as Trustee under Trust Agreement dated May 5, 1970, and known as Trust No. 607 ("Landlord"), pursuant to the following, which are hereinafter collectively referred to as the "Ground Lease":

- 1) Ground Lease dated as of the 1st day of November, 1970;
- 2) Addendum dated April 29, 1971;
- 3) Settlement Agreement dated January 14, 1977, arising out of certain litigation between Landlord and Tenant in the Lake Superior Court, Room No. 1, under Cause No. 172-1032;
- 4) Lease Amendment "B" dated January 14, 1977;
- 5) Lease Amendment "C" dated March 29, 1977;
- 6) Lease Amendment Agreement dated July 17, 1986;
- 7) Agreement dated January 16, 1987 pertaining to cart storage bins
- 8) Consent to Relocation of Underground Water Line dated June 26, 1987;
- 9) Memorandum Regarding Lease dated March 6, 1987 and recorded in the office of the Lake County Recorder on July 17, 1987 as Document No. 928356;
- 10) Amendment to Legal Description dated June 23, 1987 and recorded in the office of the Lake County Recorder on July 17, 1987 as Document No. 928357; and
- 11) Lease Amendment Agreement dated May 31, 1995;

and

WHEREAS, Trust 1637 assigned all of its interest as "lessee" under the Ground Lease to Tenant pursuant to a Lease Agreement and Agreement for Assumption of Note and Mortgage

Chicago Title Insurance Company



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STATE OF INDIANA
LAKE COUNTY
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Handwritten initials/signature

dated October 1, 1995 and recorded in the office of the Lake County Recorder on November 29, 1995 as Document No. 95072529; and

WHEREAS, Subtenant is presently subleasing said real estate, together with the improvements thereon, from Tenant pursuant to that certain Sublease dated October 14, 1986, by and between Trust 1637 and Subtenant; and

WHEREAS, upon the effective date of this Sublease, the leased premises shall be those as depicted on the survey attached hereto as Exhibit "A" and made a part hereof, together with all improvements thereon (hereinafter called the "leased premises"); and

WHEREAS, the parties hereto, by mutual agreement hereby make this Sublease;

NOW, THEREFORE, in consideration of the rents and covenants herein contained, the Tenant does hereby sublease to Subtenant, and Subtenant hereby accepts, the premises hereinafter described upon the term and conditions as hereinafter set forth:

ARTICLE I

PREMISES

1. The leased premises consist of the real estate legally described on Exhibit "A" attached hereto and made a part hereof, which real estate is improved by a commercial building of approximately 70,000 square feet. The leased premises are located in the City of Gary, Indiana, within the shopping center commonly known as "Ridge Plaza" (hereinafter called the "Shopping Center"). The leased premises are outlined in red on the site plan attached hereto as Exhibit "B" and made a part hereof). The Tenant hereby also grants to Subtenant the nonexclusive use of the common areas, service roads, sidewalks and customer car parking areas within the Shopping Center to the full extent of Tenant's interest therein pursuant to the Ground Lease (all of which are hereinafter called "common area"). Said non exclusive right shall not interfere with the rights of the other tenants in the Shopping Center and their employees, agents, customers and invitees to use any part of said common area as set forth in the Ground Lease or said other tenant's respective leases. Notwithstanding the foregoing, during the period that the conditions described in paragraph 9 of Article V hereof are in effect, it is intended that Subtenant shall have exclusive control over the common areas, consistent with Tenant's obligations regarding said common areas to the other tenants in the Shopping Center.

ARTICLE II

TERM

1. The term of this Sublease shall commence on the date hereof. The term of this Sublease shall end on the last day of June, 2002.

2. Subtenant is hereby given eight (8) successive options to extend the term of this Sublease for additional periods of five (5) years each. In the event all of the options are exercised, the final extended term of this Sublease would end on the last day of June, 2042. Except as hereinafter provided, the subtenancy during the option periods shall be upon the same terms and conditions as are contained in this Sublease. Provided that Subtenant is not in default on the last day of the original term or on the last day of a previously extended term, as the case may be, each respective option shall automatically be deemed to have been exercised, unless Subtenant gives Tenant written notice of its election not to exercise such option. Should Subtenant elect not to exercise any of the aforementioned options, it shall notify Tenant of its intention not to exercise any option no later than twelve (12) months (i) before the expiration of the original term of this Sublease or (ii) before the expiration of the previously extended term, as the case may be. Said notice shall be in writing and delivered by Subtenant to Tenant either personally or by registered or certified mail, return receipt requested.

ARTICLE III

RENT

1. Subtenant agrees to pay to Tenant, without demand, set-off or deduction, at the office of Marvin Weiss, 1000 East 80th Place, Suite 222, Merrillville, Indiana 46410, or such other person and place as Tenant may direct Subtenant in writing at any time rent for the leased premises, as follows:

- (a) Fixed Minimum Rent. Fixed minimum rent of Thirty Thousand and 00/00 Dollars (\$30,000.00) per month until December 31, 1998. Effective as of January 1, 1999, in consideration of Tenant's agreement to perform certain remodeling work in the leased premises mutually acceptable to the parties, fixed minimum rent shall be increased to \$34,166.67 per month. All fixed minimum rent is payable in advance on the first day of each calendar month hereunder. If this Sublease commences on a day other than the first day of a calendar month, then the rent for such month shall be prorated on a per diem basis. If the original term of this Sublease is extended as provided for herein, the fixed minimum rent during the option periods shall remain Thirty-Four Thousand One Hundred Sixty-Six and 67/100 Dollars (\$34,166.67) per month.

- (b) Percentage Rent. In addition to the fixed minimum rent and any other rent, percentage rent in each lease year as follows: One percent (1%) of Subtenant's gross receipts between Twelve Million One Hundred Fifty Thousand and 00/00 Dollars (\$12,150,000.00) and Fourteen Million One Hundred Fifty Thousand and 00/00 Dollars (\$14,150,000.00) and one-half of one percent (0.5%) of Subtenant's gross receipts in excess of Fourteen Million One Hundred Fifty Thousand and 00/00 Dollars (\$14,150,000.00). Percentage rent for partial lease years shall be prorated by annualizing the gross receipts of the partial lease year. For these purposes "lease year" means calendar year. Notwithstanding the foregoing, in the event that Subtenant changes the nature of its business operation at the leased premises from a conventional-type supermarket to a discount-type supermarket, then, in lieu of the foregoing, percentage rent for such lease years shall be one-half of one percent (0.5%) of Subtenant's gross receipts in excess of Twelve Million One Hundred Fifty Thousand and 00/00 Dollars (\$12,150,000.00).

If the percentage rent, computed in accordance with the terms of this Sublease, exceeds the percentage rent paid for the lease year ending in 1989, such excess shall not be paid for any such lease year until such time as the aggregate excess for all such lease years equals the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00). Once Subtenant has recouped the sum of One Hundred Thousand and 00/100 Dollars (\$100,000.00), then the percentage rent payable by Subtenant to Tenant shall revert back to the percentage rent due and payable under the original terms of this Sublease and the terms and provisions of this grammatical paragraph shall be of no further force and effect. This grammatical paragraph shall only apply to Super Center, Inc. as Subtenant. It shall be null and void as to any sub-subtenant or assignee of this Sublease.

- (c) Additional Rent. In addition to the fixed minimum rent and percentage rent, but subject to paragraph 9 of Article V below, Subtenant shall pay as additional rent (hereinafter called "additional rent"):
- (i) The premium cost of insurance maintained by Tenant pursuant to Article VII hereof;
 - (ii) All real estate taxes, special assessments, charges and levies of every kind which may be taxed, assessed or levied on the land and buildings constituting the leased premises in any lease year, including any such tax which may be imposed in lieu of or in substitution for the taxes on said real estate as now provided by law, and the cost to Tenant of all efforts to avoid completely or to avoid any increase in any such tax, assessment, charge, etc. (including, but not limited to the cost of tax consultants necessitated thereby);

- (iii) The parking rent and sewer usage fees which are described in the Ground Lease for which Tenant is obligated to Landlord pursuant to said Ground Lease;
- (iv) The Guaranteed Annual Rent and Percentage Rent which Tenant is required to pay under the Ground Lease;
- (v) Tenant financed the cost of a certain remodeling and expansion with conventional financing through a financial institution with a floating interest rate. Any interest which Tenant pays with respect to such financing at any time during the life of such loan which is in excess of eight percent (8%), shall be reimbursed by Subtenant as additional rent hereunder.

Subtenant shall be invoiced by Tenant for such amounts and such invoiced amounts shall be due and payable on or before the due date for such payment to others by Tenant. All such invoices by Tenant to Subtenant shall include appropriate documentation as to the amount due. Provided however, any amounts due hereunder which are required by said Ground Lease to be paid monthly or at fixed intervals shall be due and payable by Subtenant monthly or at such fixed interval.

2. All payments, performances and damages due Tenant from Subtenant or Subtenant from Tenant under this Sublease shall be without relief from valuation and appraisal laws, shall bear interest at 9% per annum from the due date, or 2% over the prime rate then charged by the First National Bank of Chicago, whichever is higher, together with reasonable attorney fees.

ARTICLE IV

PERCENTAGE RENT PROVISIONS

1. Percentage rent shall be paid annually, on or before sixty (60) days after the end of each lease year during the term hereof (hereinafter referred to as the "percentage rent payment date"). The amount of each payment of percentage rent shall be the amount described in paragraph 1(b) of Article III hereof of Subtenant's gross receipts for the immediately preceding lease year. The amount of percentage rent due during any partial lease year shall be determined by annualizing Tenant's gross receipts. Notwithstanding the foregoing, after the first lease year, Subtenant shall pay an estimated amount of percentage rent on a monthly basis equal to one-twelfth (1/12) of the prior lease year's percentage rent amount. If the actual amount of percentage rent due for such lease year is more than said estimated monthly payments, Subtenant shall remit the amount due within sixty (60) days of the end of such lease year. If the actual amount due for such lease year is less than said estimated monthly payments, then Subtenant shall be credited with such difference to be applied against its subsequent estimated monthly payments therefor.

2. The term "Subtenant's gross receipts" as used herein is hereby defined to mean all receipts from gross sales and services of Subtenant (generated from Subtenant's business operations from the leased premises) and, except as hereinafter provided, from all licensees or concessionaires of Subtenant, from all business conducted in, upon or from the leased premises by Subtenant and all others, including, without limiting the generality of the foregoing, all deposits not refunded to purchasers and any and all fees, charges or commissions received by Subtenant in connection with its business conducted at the leased premises. Subtenant's gross receipts shall not include the amount of any sales, use or gross receipts tax imposed by any federal, state, municipal or governmental authority on sales and collected from customers, provided that the amount thereof is added to the selling price or absorbed therein, and actually paid by the Subtenant to such governmental authority, nor shall it include any fee or commissions received by Subtenant for collecting such taxes. Each charge or sale upon installment or credit shall be treated as a sale for the full price (excluding carrying charges or interest) in the month during which such charge or sale shall be made.

3. For the purposes of ascertaining the amount payable as percentage rent, Subtenant agrees to prepare and keep available for a period of not less than two (2) years following the end of each lease year adequate records which shall show inventories and receipts of merchandise at the leased premises, and daily receipts from all sales, services and other transactions on or from the leased premises by Subtenant and any other persons conducting any business upon or from said premises, and all pertinent original sales records. Such pertinent original sales records shall include sales tax returns, business, occupation and excise tax reports, cash register tapes on which all sales are recorded and all registers shall be of the type providing "locked-in" totals. Tenant and Tenant's authorized representatives shall have the right to examine Subtenant's said records during regular business hours. If any examination or audit by Tenant shall determine that Subtenant's certified statements of Subtenant's gross receipts as hereinafter provided have been in error, and as a result, Tenant is entitled to greater percentage rent than Subtenant has previously paid for the period covered by such erroneous statement, then Subtenant shall pay to Tenant immediately such greater percentage rent, plus interest thereon at the rate of nine per cent (9%) per annum from the date the same should have been paid, or two per cent (2%) over the prime rate then charged by the First National Bank of Chicago, whichever is higher, together with the reasonable cost of Tenant's audit should the gross receipts reported on any of Subtenant's statements err by two percent (2%) or more from the gross receipts disclosed by the examination of Tenant's authorized representatives.

4. On each percentage rent payment date during the term hereof (and on the percentage rent payment date following the end of said term), Subtenant shall submit to Tenant, at the place then fixed for the payment of rent, together with the remittance of any percentage rent due, a written statement, on a form supplied by Subtenant and approved by Tenant, signed by Subtenant, and certified by an officer of Subtenant to be true and correct, showing in reasonably accurate detail, the amount of Tenant's gross receipts in each preceding lease year (or lesser period, if any, in the first or last lease year). Also when requested by Tenant, the Subtenant shall submit to Tenant within thirty (30) days after such request at the place then fixed for the payment of rent,

a written statement on a form supplied by Subtenant and approved by Tenant, showing in reasonably accurate detail, the amount of Tenant's gross receipts for the month preceding the date of the request.

ARTICLE V

USE OF PREMISES AND REPAIRS

1. The leased premises shall be used and occupied for a retail supermarket and for no other purpose without the prior written consent of Tenant, which consent may be granted or withheld in Tenant's sole and arbitrary discretion (provided that for so long as Tenant is controlled by Donald J. Weiss or any of his descendants, Tenant shall not unreasonably withhold such consent). For purposes of this Lease, "control" of an entity shall mean the power, directly or indirectly, to direct the management and operations of such entity. Subtenant acknowledges that there are certain restrictions on use provided for in the Ground Lease and Subtenant shall strictly abide by such restrictions.

2. Subtenant shall promptly comply with all laws, ordinances, directives and regulations of public and insurance authorities affecting the leased premises. Subtenant shall not perform any acts or carry on any practices which may injure the building which forms a part of the leased premises or be a nuisance or menace to the other tenants in the Shopping Center. Subtenant shall not keep anything within the premises or use the premises for any purpose which invalidates any insurance policy carried on the leased premises or other parts of the Shopping Center. All property kept, stored or maintained within the premises by Subtenant shall be at the Subtenant's sole risk. All loading and unloading of merchandise shall be controlled by Subtenant so as to least affect or disturb other tenants and customers in the Shopping Center and shall be done through the areas provided therefor. Subtenant shall keep the front, side and rear of premises clean and free of trash, dirt and debris and shall provide for periodic trash and rubbish collection. Subtenant shall keep the sidewalks clean and free of snow or debris. Subtenant shall require its employees to park in areas on or off the Shopping Center, in areas reasonably designated by Tenant, and upon Tenant's request, Subtenant shall furnish employee vehicle identification to its employees.

3. Except as provided for in the plans and specifications for the remodeling and expansion and included in the aforementioned Building Contracts, Tenant has made no representations as to the condition of the leased premises and has made no promise to decorate, alter, improve or repair said premises, either before or after the execution hereof. Tenant shall have no obligation to provide any space, services, fixtures, equipment or facilities other than are specified herein to be provided by Tenant. Subtenant hereby accepts the premises "as is" and Tenant's taking possession of the premises shall be conclusive evidence of its receipt thereof in good order and repair.

4. Tenant, at its expense, shall at all times keep the bearing walls and the structural foundation of the leased premises in good order, condition and repair. Subtenant shall, at all times, keep all other components of the leased premises, including all floors, stairways, roofs, entrances, plate glass and window moldings, partitions, doors, frames, fixtures, equipment and appurtenances thereof (including lighting, heating, plumbing, electrical systems and fixtures, sprinkler fire protection systems, and the air conditioning systems) in good order, condition and repair, including the replacement thereof, if necessary. It is intended hereby that except as provided in the first sentence of this paragraph 4, all maintenance, repair and replacements shall be the sole obligation of Subtenant; provided however, after the original term of this Sublease and during the term of any option periods hereunder, if the roof is in need of entire replacement (as opposed to repair), then Tenant and Subtenant shall each pay for one-half (½) of the cost of replacing the roof.

5. If Subtenant refuses or neglects to repair property as required hereunder and to repair to the reasonable satisfaction of Tenant as soon as reasonably possible after written demand, Tenant may make such repairs without liability to Subtenant for any loss or damage that may accrue to Subtenant's merchandise, fixtures, or other property or to Subtenant's business by reason thereof, and upon completion of such repairs, Subtenant shall pay Tenant's costs for making such repairs plus a ten percent (10%) administration expense, as additional rent.

6. Subtenant may not make structural alterations to the leased premises without Tenant's prior written consent, which consent shall not be unreasonably withheld, provided that Subtenant shall deliver to Tenant the plans and specifications, copies of the proposed contract or contracts, sworn contractors' statements and necessary permits, and shall furnish indemnification against liens, costs, damages and expenses as may be reasonably required by Tenant.

7. Any and all alterations, additions, improvements and fixtures, other than trade fixtures, or any of them, which may be made or installed by either of the parties hereto upon the premises and which in any manner are attached to the floors, walls or ceilings, shall be free of security interests therein, and at the termination of this Lease, shall become the property of the Tenant and remain upon and be surrendered with the premises as a part thereof, without damage or injury, together with any carpeting or other floor covering which may be cemented or otherwise affixed to the floor; without compensation or credit to Subtenant. Notwithstanding the foregoing, at Tenant's option, Tenant may require Subtenant to remove all of its leasehold improvements at Subtenant's expense at the expiration of this Lease.

8. Subtenant shall not permit any mechanic's or materialmen's liens to stand against and become liens upon the leased premises or the Shopping Center for any labor or material furnished to or on behalf of Subtenant in connection with work of any character performed on the leased premises by, at the direction or with the consent of Subtenant. Subtenant shall, however, have the right to contest the validity of or amount of any claim occasioning the filing of such lien, provided that (a) after the filing of any such lien Subtenant shall take whatever action is necessary, including posting a bond or other security or indemnity in such amount and form as reasonably

required by Tenant, to have the lien released within fifteen (15) days after its filing, and (b) promptly after the conclusion of such contest Subtenant shall pay out to the proper person or persons the amount of any judgment or award, if any, necessary to satisfy such claims.

9. At any time that (i) Subtenant is controlled by Donald J. Weiss or (ii) Subtenant is controlled by any of Donald J. Weiss' descendants and Tenant is not controlled by Marvin Weiss, and provided Subtenant is not then in default hereunder (beyond all applicable notice and cure periods), Subtenant shall have the option to elect to be responsible for managing and maintaining the common areas of the Shopping Center (including repairs, replacements and alterations) and to pay all charges incurred therefore (subject to reimbursement as provided below), including, but not limited to, gardening and landscaping; decorating and remodeling; sign operation, maintenance and replacement; repairs; replacements; parking lot striping and paving; lighting; fire protection service; sanitary sewers; security; removal of snow, trash, rubbish, garbage and other refuse; and the cost of personnel to implement such services. Subtenant shall use commercially reasonable efforts to manage and maintain the common areas of the Shopping Center so that at all times they are in a condition comparable to the common areas of comparable, local shopping centers anchored by Jewel and Dominick's. Tenant shall, from time to time, upon invoicing by Subtenant reimburse Subtenant for a portion of such costs which benefit the Shopping Center as a whole (as opposed to just Subtenant) based on the square footage that the leased premises of the other tenants in the Shopping Center bears to the total square footage of all rentable space in the Shopping Center. Tenant shall not be obligated to reimburse Subtenant for any such item which cost more than \$50,000 (in the aggregate with related items) unless Tenant approved the expenditure in advance, which approval shall not be unreasonably withheld. Such reimbursement shall be due within twenty (20) days after invoicing (with proper documentation) by Subtenant. Subtenant shall remain obligated to pay all rent due hereunder regardless of whether Subtenant is managing and maintaining the common areas of the Shopping Center.

10. For the period that Subtenant manages and maintains the common areas of the Shopping Center as provided above. Tenant releases Subtenant and its agents and employees from, and waives all claims for, damage or injury to person or property and loss of business sustained by Tenant and resulting from the common areas of the Shopping Center or any part thereof or any facilities, fixtures or equipment therein becoming in disrepair, or resulting from any accident or occurrence in or about the Shopping Center. This paragraph shall apply particularly, but not exclusively, to damage or injury caused, in whole or in part, by flooding, water, snow, broken glass or sewage. Notwithstanding the foregoing, Tenant shall not be deemed to have released Subtenant or waived claims for any damage, injury or loss resulting from the negligence or wilful misconduct of Subtenant or its agents, employees or contractors, subject to the last sentence of paragraph 1 of Article VII below.

Subtenant shall provide Tenant with at least 30 days prior written notice before terminating its management and maintenance obligations. For any period during which Subtenant does not assume such management and maintenance of the common areas, Tenant or Tenant's designated agent) shall be responsible for such management and maintenance.

11. Subtenant acknowledges and agrees that it is the intention of the parties that this is a "net net net" lease and that during the term Subtenant is to be solely responsible for all costs associated with the ownership and operation of the leased premises. Tenant shall be under no obligation to expend any funds with respect to the ownership and operation of the leased premises, except as expressly set forth in this sublease.

ARTICLE VI

UTILITIES

Subtenant shall pay all charges for all water, gas, electricity, sewage disposal, sprinkler standby service, and other utilities used or consumed by it in the operation of its store in the leased premises. Tenant shall not be liable for any damage to Subtenant or its property as a result of a discharge from the sprinkler system or the failure of said system to operate, a discharge from any other water pipes, or an electrical or mechanical failure or malfunction in any other system.

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INDEMNIFICATION AND INSURANCE

1. Subtenant agrees to indemnify and save Tenant and its beneficiaries harmless against any and all claims, demands, damages, costs and expenses, including reasonable attorney fees for the defense thereof, arising from or out of any occurrence in, upon or at the leased premises, excluding the common areas (and not resulting from negligence of Tenant or its beneficiaries) or from or out of the conduct or management of the business conducted by Subtenant in the leased premises or from any breach or default on the part of Subtenant in the performance of any covenant or agreement on the part of Subtenant to be performed pursuant to the terms of this Sublease, or from any act, omission, or negligence of Subtenant, its agents, contractors, servants, employees, sublessees, concessionaires or licensees, in or about the premises. Tenant and its beneficiaries shall not be liable, and Subtenant waives all claims for damage to person or property sustained by Subtenant or Subtenant's employees, agents, servants, invitees and customers resulting from the building in which the leased premises are located by reason of the leased premises or any equipment or appurtenances thereunto appertaining becoming out of repair, or resulting from any accident in or about the building which constitute the leased premises situated. Subtenant hereby releases Tenant from all claims and liabilities arising from or caused by any hazard covered by Subtenant's insurance (or which would have been covered by Subtenant's insurance if Subtenant had maintained the insurance coverages required herein) in connection with Tenant's property or activities on or about the leased premises, regardless of the cause of the damage or loss, and Tenant hereby releases Subtenant from all claims and liabilities arising from or caused by any hazard covered by Tenant's insurance in connection with Tenant's property or activities on or about the leased premises, regardless of the cause of the damage or loss, provided this mutual waiver does not invalidate any insurance policy.

2. In any event, Subtenant shall, during the entire term hereof keep in full force and effect a policy of comprehensive public liability and property damage insurance with respect to the leased premises, and the business operated by Subtenant therein in which the limits of public liability shall not be less than One Million Dollars (\$1,000,000.00) per person and One Million Dollars (\$1,000,000.00) per accident, and in which the property damage liability shall be not less than Two Hundred Thousand Dollars (\$200,000.00). In addition, Subtenant shall carry an umbrella policy (which may be a blanket policy) with a limit of at least \$15,000,000. The policies shall name the Tenant and its beneficiaries, any persons, firms or corporations designated by Tenant and its beneficiaries, and Subtenant, as insured parties and shall contain a clause that the insurer will not cancel or change the insurance without first giving Tenant and its beneficiaries fifteen (15) days prior notice in writing. The insurance shall be in reputable insurance companies subject to Tenant's reasonable approval. Prior to opening for business, and subsequently as such policies are from time to time renewed, Subtenant shall deliver a copy of the policy or a certificate of insurance to the Tenant and its beneficiaries.

3. Tenant shall keep the leased premises insured throughout the term of this Lease against the following:

- (a) Loss or damage by fire and such other risks as may be included in the standard form of extended coverage endorsement in an amount equal to the full replacement value of the leased premises.
- (b) Against such other hazards and in such amounts as the holders of any mortgage or deed of trust to which the Sublease is subordinated may reasonably require from time to time.
- (c) At Tenant's discretion, rent protection or rental interruption insurance for up to one year's rental.

All insurance provided hereunder shall be effected under enforceable policies issued by insurers of recognized responsibility licensed to do business in Indiana. Subject to the foregoing, all policies of insurance required herein shall name Tenant and its beneficiaries, as their respective interest may appear. Any insurance policy may be made payable to the holders of any mortgage or deeds of trust to which this Sublease is at any time subordinate or to which it becomes subordinated as the interest of such holders may appear, pursuant to a standard clause for holders of mortgages or deeds of trust providing that any such mortgage or deed of trust shall contain provisions wherein proceeds of loss by reason of casualty shall be made available to Tenant for the purpose of fulfilling its obligations under Article VI of this Sublease. To the extent available, all policies shall contain an agreement by the insurers (i) that any loss shall be payable to Tenant and its beneficiaries, or the holders of any such mortgage or deed of trust, as the case may be, notwithstanding any act or negligence of Tenant, or its beneficiaries, which might otherwise result in forfeiture of such insurance, and (ii) that such policy shall not be cancelled except upon fifteen (15) days prior written notice to the holders of any mortgage or deed of trust to whom loss may

be payable. Neither Subtenant nor Tenant and its beneficiaries shall have any right of action against the other on account of any loss or damage from fire and extended coverage provided such loss is covered by insurance and provided this waiver does not invalidate any insurance policy.

ARTICLE VII

DESTRUCTION OR TAKING OF LEASED PREMISES

1. If the leased premises shall be damaged by fire, the elements, accident or other casualty ("casualty"), but are not thereby rendered untenable in whole or in part, Tenant shall at its own expense cause such damage to be repaired, and the rent shall not be abated to the extent that such damage and repairs do not substantially impede the continued normal operation of Subtenant's business. If by reason of such casualty, the premises shall be rendered untenable only in part, Tenant shall at its own expense cause the damage to be repaired, and the fixed minimum rent meanwhile shall be abated proportionately as to the portion of the premises rendered untenable, or the Subtenant's decrease in sales resulting thereby, whichever is greater. If the entire leased premises shall be rendered wholly untenable by reason of such casualty, Subtenant shall at its option either (a) require such damage to be repaired at Tenant's expense, and the fixed minimum rent meanwhile shall abate until the leased premises have been repaired by Tenant, or (b) terminate this Lease and the tenancy hereby created as of the date of such casualty by giving to Tenant within ninety (90) days following the date of said casualty, written notice of Subtenant's election so to do and in the event of such termination rent shall be adjusted as of such date. Nothing in this paragraph shall be construed to permit the abatement in whole or in part of the percentage rent. Tenant's obligation hereunder to repair the leased premises shall be to repair and restore the damage to the portions of the leased premises covered by said insurance and the building in which the same are located including, but not limited to the building, parking areas, electrical systems, floors and mechanical systems, but excluding Subtenant's trade fixture which are to be covered by Subtenant's insurance. Upon completion of Tenant's repairs or prior thereto upon receipt from Tenant of written notice that Tenant's repairs are substantially completed, Subtenant shall proceed with reasonable promptness with such additional repairs and restoration as are necessary to restore the premises to substantially their condition prior to such casualty and to reopen the damaged premises for business as speedily as possible.

2. The provisions of Paragraph 1 above requiring Tenant to repair the leased premises in the event the entire premises are not rendered wholly untenable shall not be operative if the casualty necessitating the repair occurs during the last two lease years and if the cost of repair, based on firm bids from responsible contractors, shall exceed the fixed minimum rent for one (1) lease year. In addition, the provisions of Paragraph 1 above requiring Tenant to repair the leased premises in the event the entire premises are rendered wholly untenable shall not be operative if less than five (5) years remain until the end of lease term. In either such event, Subtenant shall have the option of (a) extending the term of this Sublease, as hereinafter provided, thereby requiring Tenant to effect the repairs hereunder; or (b) terminating this Sublease as of the date of the casualty. Such option shall be exercised by Subtenant giving Tenant written notice thereof

within ninety (90) days after said casualty. Subtenant's option hereunder to extend the term of the Sublease shall be to extend it for an additional ten (10) year period. To the extent available, Subtenant shall use the options provided for in Article II, paragraph 2 of this Sublease. If Subtenant does not have enough options available to it under Article II, paragraph 2, to effect a 10-year extension, then Subtenant's ninth option under Article II, paragraph 2 shall be deemed to be for those number of years sufficient to allow a 10-year extension of this Sublease.

3. Subject to causes beyond Tenant's control, such as but not limited to strikes, material shortages and lockout, in the event Tenant fails to commence any repairs required or elected to be made pursuant to Paragraphs 1 or 2 above within either (a) ninety (90) days after the date of such casualty or (b) thirty (30) days after receipt of any payment of insurance proceeds payable as a result of such casualty, whichever occurs first, Subtenant may, at its option, terminate this Sublease as of the date of such casualty by giving Tenant written notice of such termination within thirty (30) days after the date the first of such events occur, and in the event of such termination Tenant shall repay Subtenant the amount of any unearned rent held by it. If Tenant's repair of the leased premises has not been completed within nine (9) months after the date Tenant is required or has elected to commence repairs (the "nine month period"), Subtenant shall again have the option of terminating this Sublease as of the date of such casualty by written notice of such termination to Tenant within ten (10) days after the end of such nine month period, which nine month period shall be extended for such amount of time as is equal to delays in Tenant's repair occasioned by causes beyond Tenant's control.

4. If the whole of the leased premises shall be acquired or condemned by eminent domain, or other taking in lieu thereof, by any governmental or quasi governmental authority for any public or quasi-public use or purpose, then this Sublease shall terminate as of the date of title vesting in such proceeding or taking and all rentals shall be paid up to that date and Subtenant shall have no claim against Tenant nor the condemning authority for the value of any unexpired term of this Sublease.

5. If any part of the leased premises shall be acquired or condemned by eminent domain, or other taking in lieu thereof, by any governmental or quasi governmental authority, and such partial taking or condemnation renders the leased premises unsuitable for the business of the Subtenant, or substantially impairs the profitability of Subtenant's business, then this Sublease shall, at Subtenant's option, terminate as of the date of title vesting in such proceeding or taking. Subtenant shall have no claim against Tenant for the value of any unexpired term of this Sublease and rent shall be adjusted to the date of such termination. In the event of a partial taking or condemnation of any part of the leased premises which is not extensive enough to render the Shopping Center economically not feasible and which does not render the premises unsuitable for the business of Subtenant or substantially impairs the profitability of Subtenant's business, Tenant shall promptly restore the remaining portion of the leased premises to a condition comparable to its condition at the time of such condemnation, less the portion lost in the taking, and this Sublease shall continue in full force and effect with the fixed minimum rent abating for the period after the

partial condemnation or taking in the same manner as applicable to a damage of the leased premises by casualty which renders the leased premises wholly or partially untenable.

6. In the event of any condemnation or taking as aforesaid, whether whole or partial, Subtenant shall not be entitled to any part of the award paid for such condemnation to Tenant and Tenant shall receive the full amount of such award, provided that such award does not include any of Subtenant's damages resulting from said condemnation.

7. Although the damages pursuant to the preceding paragraph shall belong to Tenant, Subtenant shall have the right to claim and recover from the condemning authority, but not from Tenant (unless Tenant's award also includes Subtenant's damages), such compensation as may be separately awarded or recoverable by Subtenant in Subtenant's own right on account of (a) any and all damage to Subtenant's business by reason of the condemnation; (b) any cost or loss to which Subtenant might be put in removing Subtenant's merchandise, furniture, fixtures and equipment, and (c) the cost or loss of leasehold improvements made upon the leased premises by Subtenant at its expense (or by Tenant at Subtenant's expense), including fixtures other than removable trade fixtures and other capital improvements affixed by Subtenant to the leased premises.

ARTICLE IX

LIMITATIONS OF TENANCY

1. Tenant covenants that it has the right to make this Sublease for the term aforesaid and that it will put the Subtenant into complete and exclusive possession of the leased premises. Tenant further covenants that if the Subtenant shall pay the rental and perform all the covenants and provisions of this Sublease to be performed by the Subtenant, the Subtenant shall during the term demised, freely, peaceably, and quietly occupy and enjoy the full possession of the premises hereby demised and the tenements, hereditaments, and appurtenances thereto belonging and the rights and privileges herein granted without molestation or hindrance.

2. This Sublease is subject and subordinate to all mortgages which may now or hereafter affect the real property of which the leased premises forms a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, provided, however, that so long as Subtenant is not in default under the terms of this Sublease, such subordination shall not affect Subtenant's right to quiet possession of the leased premises. This subordination shall be self-operative and no further instrument of subordination shall be required by any lessee or mortgagee. In confirmation of such subordination, Subtenant shall promptly execute and deliver any certificate that Tenant may request. Subtenant hereby irrevocably appoints and constitutes Tenant the Subtenant's attorney-in-fact during the term hereof and any renewals or extension thereof to execute any such certificate or certificates for and on behalf of Subtenant.

3. Subtenant, in the event any proceedings are brought for the foreclosure of any mortgage, or in the event of exercise of the power of sale under any mortgage or in the event of

a deed from Tenant in lieu of foreclosure of any mortgage, made by Tenant covering the leased premises, shall attorn to the purchaser upon any such foreclosure or sale or grantee of any such deed and recognize such purchaser or grantee as the Tenant under this Sublease.

4. Subtenant may not assign in whole or in part, or sublet all or any part of the leased premises or term, without the consent of the Tenant, which consent may be granted or withheld in Tenant's sole and arbitrary discretion (provided that for so long as Subtenant is controlled by Donald J. Weiss or any of his descendants, Tenant shall not unreasonably withhold such consent); provided that in any event Subtenant shall not thereby cause a violation of any restrictions on the use of the leased premises set forth in the Ground Lease; and provided further, if the gross rentals received by Subtenant for any lease year as a result of such assignment or subletting exceeds the gross rentals to be paid by Subtenant hereunder for the last lease year prior to such assignment or subletting, then fifty percent (50%) of such excess shall be deemed to be additional rent which shall be due and payable by Subtenant to Tenant (unless Subtenant is then controlled by Donald J. Weiss or any of his descendants, in which case Subtenant shall be entitled to 100% of such excess). Notwithstanding anything in this paragraph 4 to the contrary, Subtenant shall have the right to assign this Sublease or to sublet any part of the leased premises to Donald J. Weiss or any of his descendants, or to any entity controlled by Donald J. Weiss or any of his descendants, without Tenant's consent (provided such assignment or subletting shall not release Subtenant from liability hereunder).

5. Subtenant shall from time to time upon written request by Tenant furnish to Tenant a written statement, signed by Subtenant and addressed to the person designated in such request by Tenant on the status of any matter pertaining to this Sublease, including to the date of such statement that (i) the terms, provisions and conditions of this Sublease have been complied with; (ii) there are no defaults hereunder; and (iii) this Sublease is still in full force and effect. If any, or all of (i), (ii) or (iii) are not stated in the affirmative in said statement, said statement shall describe the facts and matters which Subtenant alleges prevent such affirmative statement.

6. Tenant shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting the same or of making repairs, additions or alterations thereto or to the building in which the same is located, or for the purpose of exhibiting the same to prospective tenants, purchasers or others. Tenant shall not be liable to Subtenant in any manner for any expense, loss or damage by reason thereof nor shall the exercise of such rights be deemed an eviction or disturbance of Subtenant's use or possession. No entry upon the leased premises by Tenant for the purpose of inspecting or exhibiting the leased premises shall unreasonably interfere with Subtenant's conduct of its business therein.

7. At the termination of this Sublease, Subtenant shall surrender possession of the leased premises in good condition, reasonable wear and tear, changes and alterations authorized under this Sublease, loss and damage by fire or other casualty and repairs and maintenance which are Tenant's obligation excepted.

ARTICLE X

REMEDIES

1. All rights and remedies of Tenant herein enumerated shall be cumulative, and none shall exclude any other right or remedy allowed by law. It is agreed that in the event:

- (a) That the Subtenant shall fail, neglect or refuse to pay within fifteen (15) days after written notice from Tenant any installment of fixed minimum rent at the time and in the amount as herein provided or to pay within fifteen (15) days after written notice any other monies becoming due and payable under the terms hereof; or
- (b) That any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act shall be filed by or against Subtenant, or any voluntary or involuntary proceedings in any Court or tribunal shall be instituted to declare Subtenant insolvent or unable to pay Subtenant's debts, and in the case of involuntary proceedings if the same shall not be dismissed or discharged within ninety (90) days; or
- (c) That the Subtenant shall fail, neglect or refuse to keep and perform any of the other covenants, conditions, stipulations or agreements herein contained and covenanted and agreed to be kept and performed by it, and in the event any such default shall continue for a period of more than sixty (60) days after notice thereof in writing given to the Subtenant by the Tenant; provided, however, that if the cause of giving such notice involves the making of repairs or other matters reasonably requiring a longer period of time than the period of such notice the Subtenant shall be deemed to have complied with such notice so long as it has commenced to comply with such notice within the period of time set forth in the notice and is diligently prosecuting the compliance with said notice, or has taken proper steps or proceedings, under the circumstances to prevent the seizure, destruction, alteration, or other interference with the leased premises by reason of noncompliance with the requirements of any law or ordinance or with the rules, regulations or directions of any governmental authority as the case may be;

the Subtenant does hereby authorize and fully empower Tenant or Tenant's agent to terminate, cancel or annul this Sublease at once and to re-enter and take possession of the leased premises immediately, without any previous notice of intention to re-enter and remove all persons and their property therefrom, and to use such assistance in effecting and perfecting such removal as Tenant may deem necessary and advisable to recover at once full and exclusive possession of all the leased premises whether in possession of Subtenant or other persons or otherwise. If Tenant terminates, cancels or annuls this Sublease, Tenant may recover from Subtenant and Subtenant shall pay to Tenant, on demand, as and for liquidated and final damages, an accelerated lump sum amount equal to the amount by which Tenant's estimate of the aggregate amount of rent owing from the date of

such termination through the scheduled expiration date of the term plus Tenant's estimate of the aggregate expenses of reletting the leased premises, exceeds Tenant's estimate of the fair rental value of the leased premises for the same period (after deducting from such fair rental value the time needed to relet the leased premises and the amount of concessions which would normally be given to a new subtenant), both discounted to present value at the rate of five percent (5%) per annum.

2. The Tenant, however, may, at its option, at any time after such default or violation of condition or covenants, re-enter and take possession of the leased premises without such re-entering working a forfeiture of the rents to be paid and the covenants, agreements and conditions to be kept and performed by Subtenant, for the full term of this Sublease. In such event, the Tenant shall have the right, but not the obligation, to divide or subdivide the demised premises in any manner the Tenant may determine and the right, but not the obligation, to lease or let the same or portions thereof for such periods of time and at such rentals and for such use and upon such covenants and conditions as Tenant may elect, applying the net rentals from such letting first to the payment of Tenant's expense incurred in dispossessing the Subtenant and the costs and expenses of making such improvements in the demised premises as may be necessary in order to enable the Tenant to relet the same, and to the payment of any brokerage commissions or other necessary expenses of the Tenant in connection with such reletting. The balance, if any, shall be applied by the Tenant from time to time, but in any event no less than once each month on account of the payments due or payable by the Subtenant hereunder, with the right reserved to Tenant to bring such actions or proceedings for the recovery of any deficits remaining unpaid as it may deem advisable from time to time, without being obligated to await the end of the term hereof for a final determination of the Subtenant's account and the commencement or maintenance of one or more actions shall not bar the Tenant from bringing other or subsequent actions for further accruals pursuant to the provisions of this paragraph. Any balance remaining, however, after full payment and liquidation of Tenant's account as aforesaid, shall be retained by Tenant and in no event shall be payable to Subtenant.

3. In the event of any breach hereunder by Subtenant, Tenant may also immediately or at any time thereafter, after reasonable notice to Subtenant, cure such breach for the account and at the expense of Subtenant.

4. In computing damages or rental due under this Sublease, the value of percentage rent for any period subsequent to the termination of this Sublease or the termination of Subtenant's right of possession shall be an amount per year equal to the average percentage rent paid by Subtenant for the three (3) lease years immediately preceding such termination, and if less than a full year shall have elapsed, in which percentage rent was paid, or was to be paid, then the sales during the months of said uncompleted year shall be annualized in determining the amount of percentage rental due for said year and any subsequent years.

5. Tenant shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Tenant shall have failed to perform such obligations within thirty (30) days (or such additional time as is reasonably required to correct any such defaults)

after notice by Subtenant to Tenant properly specifying wherein Tenant has failed to perform any such obligation.

6. The various rights and remedies herein contained and reserved to each of the parties shall not be considered as exclusive of any other right or remedy of such party, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay in exercising or omission of the right to exercise, any right or power by either party shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this Sublease by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, term or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

Document is
NOT OFFICIAL!

ARTICLE XI

This Document is the property of
the Lessor. Order!
SPECIAL PROVISIONS

1. In the event that this Sublease is terminated for any reason whatsoever, Tenant shall have the right and option to purchase any or all of Subtenant's furniture, fixtures, equipment and inventory belonging to Subtenant which are located on the leased premises and which are used in connection with Subtenant's operation of its supermarket. The purchase price shall be the fair market value of any such items which Tenant elects to purchase as determined hereunder. As used herein, "fair market value" shall mean that value which a willing seller, not under compulsion to sell, and a willing buyer, not under compulsion to buy, would sell and buy such items as part of the sale of an ongoing business. In the event Tenant elects to purchase said items, and the parties are unable to agree on the fair market value within fifteen (15) days, then each party shall appoint an appraiser who is experienced and qualified in such matters. If such appraisers are unable to agree within twenty (20) days as to the fair market value, then the parties shall, within five (5) days thereafter jointly agree on a third appraiser to make such determination, and who shall do so within twenty (20) days thereafter. Any decision by arbitration hereunder shall be conclusive and binding upon the parties hereto. In the event that Tenant elects to purchase any such items, Tenant shall have the right to pay all persons who have security interests or liens in the assets being purchased hereunder out of the sales proceeds. Should the sales proceeds be insufficient to repay said lien holders, Subtenant shall promptly pay the deficiency. Tenant's option to purchase any or all of such property may be exercised by serving written notice on Subtenant within fifteen (15) days following the effective date of the termination of this Sublease; provided however, should there be a termination of this Sublease by reason of a bankruptcy, insolvency, an assignment of said property for the benefit of creditors, or should there be a levy, execution or similar possessory proceeding by any person acting under the order of any court, at any time, Tenant may thereupon exercise the aforementioned option to purchase any or all of such property without notice. In all events, Tenant shall not be required to purchase any or all of said property,

notwithstanding Tenant's election to do so. The purchase price to be paid by Tenant under this paragraph shall be net of all encumbrances and liens upon any property purchased by virtue of this paragraph, including, but not limited to, federal, state and/or local tax liens. Furthermore, Tenant shall be entitled to set off and deduction from the purchase price for any sums due Tenant by Subtenant under the terms of this Sublease.

2. During the term of this Sublease, if the Subtenant desires to sell its supermarket business at the leased premises, Marvin Weiss, one of Tenant's beneficiaries, is hereby given the right of first refusal with respect to such sale. Upon receipt of a bona fide offer from a third party, Subtenant shall give written notice to Marvin Weiss of the receipt of such bona fide offer. Said written notice shall disclose the name of the offeror and the complete terms of the offer. Marvin Weiss shall have the absolute right to elect to purchase said supermarket business upon the same terms and conditions as are contained in said offer. If Marvin Weiss does not notify Subtenant of his election to purchase the same by written notice given to Subtenant within twenty (20) working days of Marvin Weiss' receipt of Subtenant's notice of his election to purchase the same, then Subtenant shall be free to sell said supermarket business to such third party, but only on the terms and conditions as are contained in Subtenant's original notice to Marvin Weiss. This right of first refusal shall be deemed to be a personal right of Marvin Weiss and, in the event of his death, such right shall terminate and shall not inure to the benefit of his personal representatives, heirs or beneficiaries, or any other of Tenant, land trustee's, beneficiaries.

3. In the event that Subtenant exercises all of its options to extend the term hereof as hereinabove provided, Subtenant shall, prior to the expiration of the last extended term, have the first right of negotiation for a new lease of all, or any portion of, the premises then being leased by Subtenant. In that event, and upon request of Subtenant, Tenant and Subtenant agree to negotiate in good faith and due diligence such new lease, before the Tenant may undertake negotiations with any other party.

4. If the Subtenant's business at the leased premises is not in continuous operation for a period of more than eighteen (18) months, then, at Tenant's election, Subtenant shall be deemed to be in breach of this Sublease and Tenant shall have all remedies available to it as in the case of any other default, including, but not limited to, terminating the lease and/or retaking possession of the leased premises.

5. In the event that Subtenant assigns or sublets, or proposes to assign or sublet, all or any portion of this Sublease, the Subtenant shall pay Tenant all amounts expended by Tenant for reasonable attorney fees in connection with such assignment or subletting, or such proposed assignment or subletting.

6. It is the purpose and intent of this Sublease that the fixed minimum rent, percentage rent and all forms of additional rent which Subtenant is to pay Tenant under the provisions of this Sublease shall be absolutely net to Tenant, so that this Sublease shall yield on a net basis to Tenant all such fixed minimum rent, percentage rent and additional rent throughout the term of this

Sublease. It is therefore also the intent and purpose of this Sublease that all costs, fees, interest, charges, expenses, taxes, reimbursements and obligations of every kind and nature whatsoever relating to the leased premises which may arise or become due during or out of the term of this Sublease shall be paid or discharged by Subtenant, and that the Tenant shall be indemnified and saved harmless by Subtenant from and against all such costs, fees, interest, charges, expenses, taxes, reimbursements and obligations, except as otherwise expressly provided in this Sublease and except for personal obligations of Tenant such as income taxes and obligations on any mortgage debt. It is the further intent of this Sublease that Subtenant shall, in all particulars, comply with the terms of the Ground Lease so as not to create a default thereunder, anything to the contrary contained herein notwithstanding. To that end, except for the payment of percentage rent under the Ground Lease, which shall remain Tenant's obligation thereunder, Subtenant shall discharge all of Tenant's other obligations under said Ground Lease with respect to the leased premises as if they were fully set forth herein.

7. Notwithstanding anything contained herein to the contrary, Tenant hereby assigns to Subtenant all guarantees and warranties to which Tenant is entitled by virtue of the aforementioned Building Contracts in connection with the remodeling and expansion so as to facilitate Subtenant's maintenance and repair obligations hereunder. To the extent that any guarantee and/or warranty is not assignable, then Tenant shall avail itself of such guarantee or warranty to avoid having Subtenant incur expenses covered by such guarantee and/or warranty.

ARTICLE XII

MISCELLANEOUS

1. All negotiations, considerations, representations and understandings between the parties are incorporated herein, and may be modified or altered only by agreement in writing between the parties.

2. The covenants, agreements and obligations herein contained shall extend to, bind and inure to the benefit not only of the parties hereto but to their respective personal representatives, heirs, successors and assigns.

3. All notices required under this Sublease shall be deemed to be properly served if delivered in writing personally or sent by certified mail to the Tenant at 1000 East 80th Place, Suite 222, Merrillville, Indiana 46410, or to the Subtenant at 6010 West Ridge Road, Gary, Indiana, or to any subsequent address which the Tenant or Subtenant may designate to the other for such purpose. Date of service of a notice served by mail shall be the date on which such notice is received, as evidenced by the certified mailing return receipt.

4. Tenant does not, in any way or for any purpose, become a partner of Subtenant in the conduct of its business, or otherwise, or joint venturer or a member of a joint enterprise with Subtenant. The provisions of this Sublease relating to the percentage rent payable hereunder are

included solely for the purpose of providing a method whereby the rent is to be measured and ascertained.

5. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Sublease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this paragraph shall not operate to excuse Subtenant from prompt payment of rent or any other payments required by the terms of this Sublease.

6. This Sublease may be executed in one or more duplicate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

7. Each party hereto warrants to the other that it has dealt with no broker or finder in connection with the making of this Sublease, and each will save, defend and hold the other harmless against any claims, actions, judgments or loss arising out of any activity of such party with any broker or finder in connection with this Sublease.

8. Should any term or provision of this Sublease for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other term or provision hereof, which other terms and provisions shall continue in full force and effect. This Sublease shall be governed by Indiana law.

9. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the Trustee nor for the purpose nor with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only that portion of the leased premises specifically described herein, and this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee or any of the beneficiaries under said Trust Agreement, on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

10. The Sublease dated October 14, 1986, between Tenant and Subtenant relating to the leased premises is hereby amended and restated in its entirety upon the terms and provisions set forth herein.

ARTICLE XIII

RIGHT OF FIRST REFUSAL TO PURCHASE THE SHOPPING CENTER

Until such time as Subtenant is no longer controlled by Donald J. Weiss or any of his descendants, if Tenant desires to sell all or any part of its interest in the Shopping Center, Subtenant is hereby given the right of first refusal with respect to such sale. Upon receipt of a bona fide offer from a third party, Tenant shall give written notice to Subtenant of the receipt of such bona fide offer. Said written notice shall disclose the name of the offeror and the complete terms of the offer. Subtenant shall have the absolute right to elect to purchase Tenant's interest in the Shopping Center (or said portion thereof) upon the same terms and conditions are contained in said offer. If Subtenant does not notify Tenant of its election to purchase the same by written notice given to Tenant within 30 days of Subtenant's receipt of Tenant's notice of its election to purchase the same, then Tenant shall be free to sell Tenant's interest in the Shopping Center (or said portion thereof) to such third party, but only on the terms and conditions as are contained in Tenant's original notice to Subtenant.

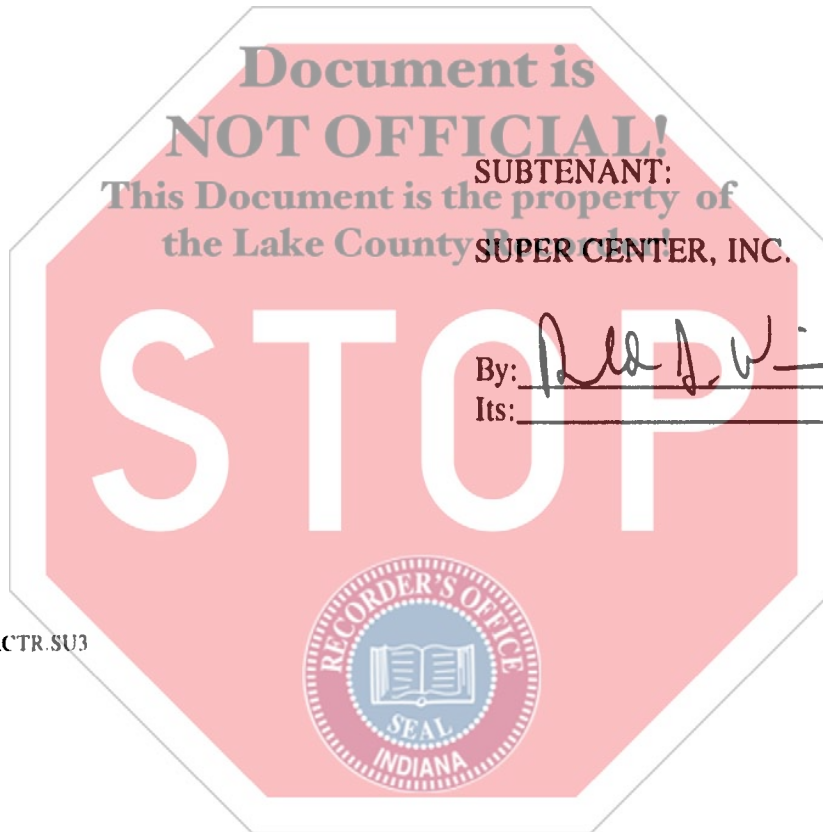


IN WITNESS WHEREOF, the parties hereto have executed this Sublease on the day and year first above written.

TENANT:

RIDGE DEVELOPMENT, L.L.C., an
Indiana limited liability company

By: *Mankleis*
Its: _____



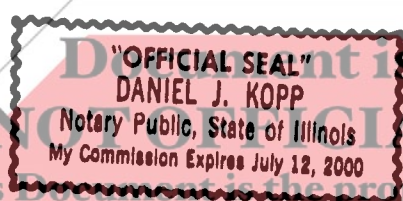
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STATE OF ^{Illinois} INDIANA)
) SS:
COUNTY OF ^{Cook} LAKE)

Before me, the undersigned Notary Public, personally appeared the within named Marvin Weiss, as Manager of Ridge Development, L.L.C., who acknowledged the execution of the foregoing instrument as the free and voluntary act of said Ridge Development, L.L.C., and as his free and voluntary act, acting for Ridge Development, L.L.C., this 20th day of March, 1997.

WITNESS my hand and Notarial Seal.

My Commission Expires: _____



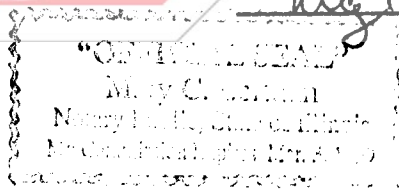
Daniel J. Kopp

STATE OF ^INDIANA)
) SS:
COUNTY OF ^{Will} LAKE)

Before me, the undersigned Notary Public, personally appeared Donald T. Weiss, President of Super Center, Inc., and acknowledged the execution of the above and foregoing to be his voluntary act and deed this 4th day of April, 1997.

WITNESS my hand and Notarial Seal.

My Commission Expires: _____



May C. Beckman

This instrument prepared by Daniel J. Kopp, Schwartz, Cooper, Greenberger & Krauss, Chtd., 180 North LaSalle Street, Suite 2700, Chicago, Illinois 60601

EXHIBIT A
(GARY)

A LEASEHOLD INTEREST IN AND TO THE FOLLOWING DESCRIBED REAL ESTATE
IN LAKE COUNTY, INDIANA.

PARCEL 1

PART OF THE NORTHWEST 1/4 OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 9
WEST OF THE 2ND PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA, BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE
NORTHWEST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 25; THENCE
SOUTH 89°03'55" EAST 1019.35 FEET ALONG THE NORTH LINE OF SAID SECTION 25;
THENCE SOUTH 00°11'51" WEST 36.17 FEET TO THE POINT OF BEGINNING; THENCE
SOUTH 89°55'15" EAST 43.32 FEET; THENCE NORTH 0°00'25" EAST 15.53 FEET TO A
LINE THAT IS 20.0 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF
SAID SECTION 25; THENCE SOUTH 89°03'55" EAST 254.01 FEET ALONG A LINE
PARALLEL WITH THE NORTH LINE OF SAID SECTION 25 TO THE EAST LINE OF THE
NORTHWEST 1/4; THENCE SOUTH 0°23'08" EAST 221.68 FEET ALONG THE EAST
LINE OF THE NORTHWEST 1/4; THENCE NORTH 89°55'15" WEST 474.68 FEET;
THENCE NORTH 0°11'51" EAST 210.0 FEET; THENCE SOUTH 89°55'15" EAST 175.16
FEET TO THE POINT OF BEGINNING

PARCEL 2

THE NORTH 150 FEET OF LOT 9 IN KECK'S SUBDIVISION RECORDED IN PLAT BOOK
29, PAGE 90 IN SECTION 25, TOWNSHIP 36, NORTH RANGE 9 WEST OF THE SECOND
PRINCIPAL MERIDIAN IN LAKE COUNTY, INDIANA