

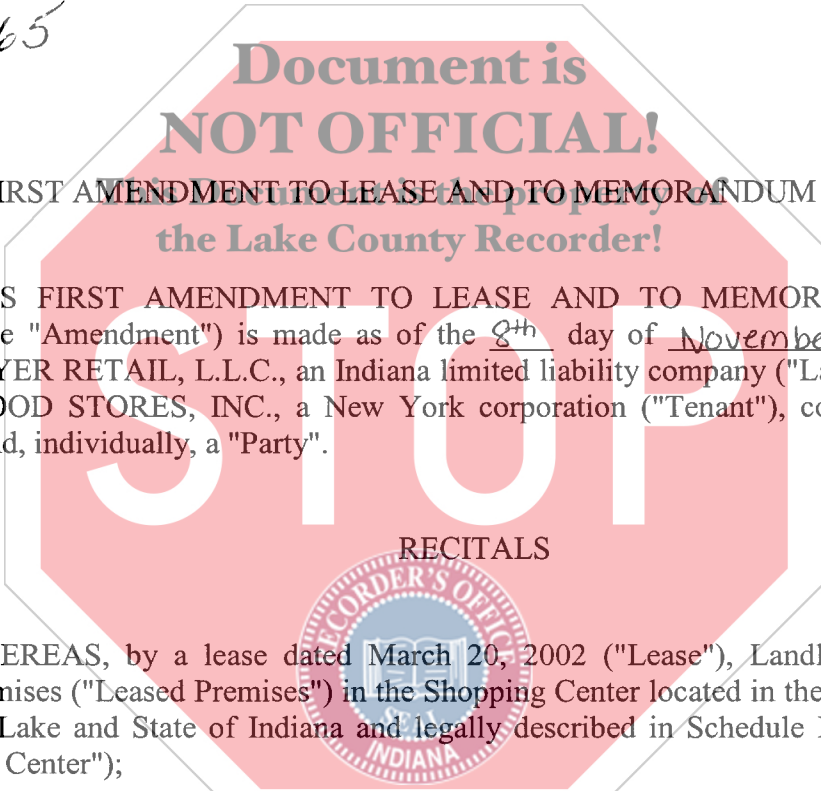
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When Recorded Return To:

Michael J. Martin, Esq.
Burke, Warren, MacKay & Serrano, P.C.
330 North Wabash Avenue
22nd Floor - IBM Plaza
Chicago, Illinois 60611-3607

2002 105666

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD
2002 NOV 19 AM 9:37
MORRIS W. CARTER
RECORDER

620004765



FIRST AMENDMENT TO LEASE AND TO MEMORANDUM OF LEASE
the Lake County Recorder!

THIS FIRST AMENDMENT TO LEASE AND TO MEMORANDUM OF LEASE (the "Amendment") is made as of the 8th day of November, 2002, between DYER RETAIL, L.L.C., an Indiana limited liability company ("Landlord"), and JEWEL FOOD STORES, INC., a New York corporation ("Tenant"), collectively the "Parties" and, individually, a "Party".

RECITALS

WHEREAS, by a lease dated March 20, 2002 ("Lease"), Landlord leased to Tenant premises ("Leased Premises") in the Shopping Center located in the City of Dyer, County of Lake and State of Indiana and legally described in Schedule I to the Lease ("Shopping Center");

WHEREAS, a Memorandum of Lease dated March 20, 2002 with respect to the Lease ("Memorandum of Lease") was filed for record with the Office of the Recorder of Lake County, Indiana on April 1, 2002 as Document No. 2002 030215;

WHEREAS, the legal description of the Shopping Center was altered by the filing with the Office of the Recorder of Lake County, Indiana of the Plat of the Mid-Northern Equities Commercial Subdivision on August 28, 2002 in Plat Book 92, Page 33 (the "Plat"); and

WHEREAS, the Parties desire to amend the legal description of the Shopping Center in the Lease and Memorandum of Lease to conform said description to the description of the Shopping Center established by the Plat.

NOW, THEREFORE, in consideration of Ten and no/100 DOLLARS BENJAMIN hand paid by each Party to the other, the receipt and sufficiency of which the Parties

FILED

NOV 18 2002

PETER BENJAMIN
LAKE COUNTY AUDITOR

Handwritten signatures and initials, including a large signature and the number '20'.

hereby acknowledge, and other good and valuable consideration, including the mutual covenants herein contained, the Parties hereto covenant and agree as follows:

1. Schedule I to the Lease is hereby deleted and Schedule I attached hereto is hereby substituted therefor.
2. Schedule I to the Memorandum of Lease is hereby deleted and Schedule I attached hereto is hereby substituted therefor.
3. Except as herein expressly amended, the provisions of the Lease and of the Memorandum of Lease shall be and remain in full force and effect.

EXECUTED as of the date first above written.

Document is
NOT OFFICIAL!
This Document is the property of
the Lake County Recorder

Dyer Retail, L.L.C., an Indiana limited liability company

By: 
Its Manager

"LANDLORD"

Jewel Food Stores, Inc., a New York corporation

By: 
Vice President
WILLIAM M. ARNOLD
"TENANT"



STATE OF IL)
) : ss.
COUNTY OF Cook)

On the 17th day of Oct., 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared William A. Stuer to me known to be the Manager of Dyer Retail L.L.C., the limited liability company that executed the foregoing instrument, as the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires:

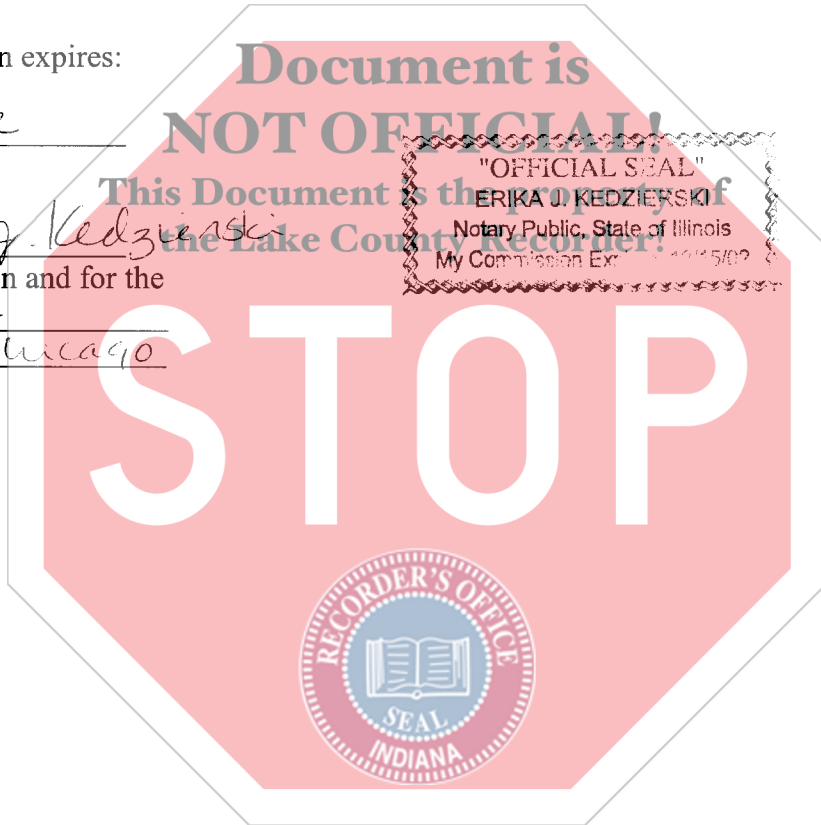
12/15/02

Erika J. Kedzierski

Notary Public in and for the

State of IL

Residing at Chicago



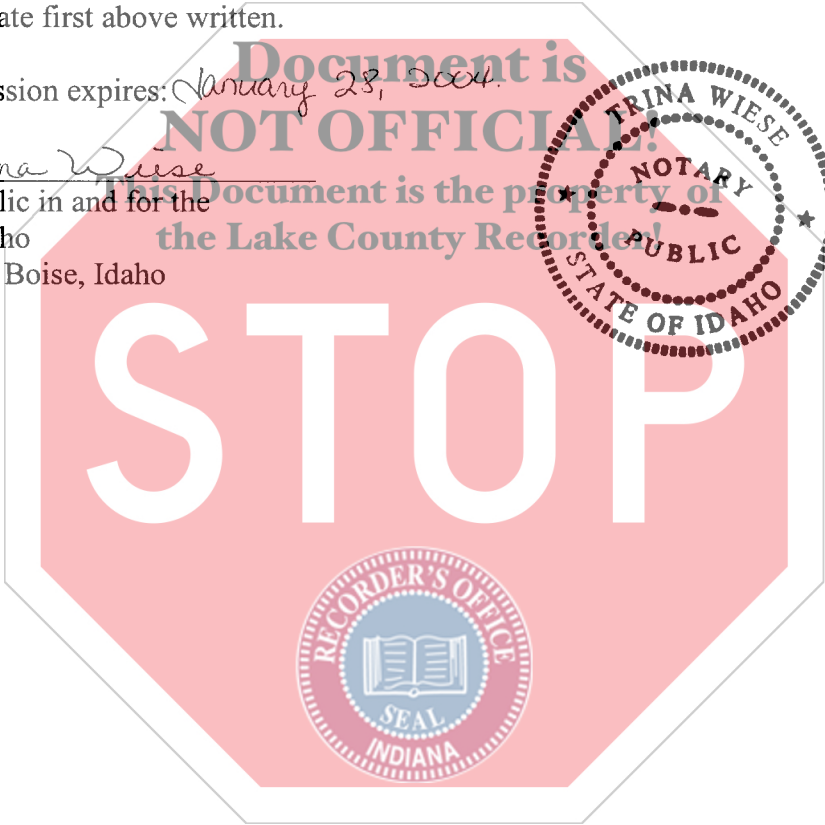
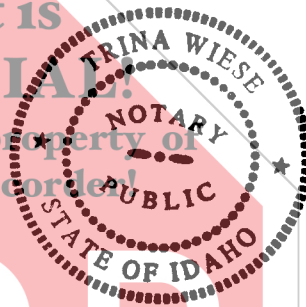
STATE OF IDAHO)
) ss.
County of Ada)

On this 8th day of November, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared William H. Arnold, to me known to be the Vice President, of American Drug Stores, Inc., the corporation that executed the foregoing instrument, and acknowledged to me that the said instrument is the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.

My commission expires: January 23, 2004.

Trina Wiese
Notary Public in and for the
State of Idaho
Residing at Boise, Idaho



SCHEDULE I

LOTS 1 THROUGH 5 (INCLUSIVE) AND LOT 7 IN MID-NORTHERN EQUITIES COMMERCIAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 7 AND PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 2002 AS DOCUMENT 2002-077303, IN LAKE COUNTY, INDIANA.

DETENTION PARCEL:

EASEMENT OVER LOT 6 IN MID-NORTHERN EQUITIES COMMERCIAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 7 AND PART OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 35 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 28, 2002 AS DOCUMENT 2002-077303, IN LAKE COUNTY, INDIANA.



LENDER CONSENT

The undersigned, as Lender under that certain Construction Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated July 17, 2002 and recorded August 7, 2002 as document no. 2002 069305 and that certain Assignment of Rents and Leases dated July 17, 2002 and recorded August 2, 2002 as document no. 2002 069306, hereby consents to the foregoing First Amendment to Lease and to Memorandum Of Lease.

Dated this 27th day of October, 2002.

LaSalle Bank National Association

By: _____

Name: _____

Title: _____

STATE OF Illinois)

SS:

COUNTY OF COOK)

I, MARIA T. ESPARZA, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Andrea M. Patchew, personally known to me to be the FVP of LASALLE BANK N.A (the "Company") whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he/she signed and delivered the said instrument of writing as FVP of the Company as his/her free and voluntary act and as the free and voluntary act and deed of each the Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of October, 2002.

My Commission Expires: 4-12-03

Maria T. Esparza
Notary Public

