

STATE OF INDIANA
LAKE COUNTY
FILED RECORDS

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MORRIS L. CARTER
RECORDER

After recording return to:

Glenn R. Patterson
Tauber & Westland, PC
9211 Broadway
Merillville, IN 46410

CM 420021575

ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT OF LEASE AND ASSUMPTION AGREEMENT (this "Agreement") is made as of this 22nd day of November, 2002, by and between DOMINICK'S FINER FOODS, LLC, a Delaware limited liability company, successor in interest to Dominick's Finer Foods, Inc., a Delaware corporation ("Assignor"), and SVT, LLC, an Indiana limited liability company ("Assignee").

RECITALS

A. On April 12, 1990, Lake County Trust Company, as Trustee under Trust No. 4025, predecessor in interest to Rosewood Property Company, a Delaware corporation ("Landlord") as Landlord, and Omni Superstores of Indiana, Inc., the predecessor in interest to Assignor, entered into a certain lease pursuant to which said Landlord demised to Omni Superstores of Indiana, Inc. certain real property in the Town of Schererville, County of Lake, State of Indiana, which property is more particularly described in Exhibit A, attached hereto and incorporated herein by reference (the "Premises"). Said Lease was amended by that certain Modification of Lease Agreement dated October 31, 1991, and that certain Second Lease Modification Agreement dated November 22, 2002 (together, the "Amendments") and as so amended, that Lease is hereinafter referred to as the "Lease". The Lease is evidenced by that certain Indenture of Lease (Short Form) dated April 12, 1990, and recorded May 4, 1990, as document 098880, made by Lake County Trust Company, as Trustee under Trust No. 4025, and Omni Superstores of Indiana, Inc., an Indiana corporation, assigned by the Assignment and Acceptance of Lease dated September 4, 1991, and recorded March 27, 1995, as document 95016087, made by Omni Superstores of Indiana, Inc., an Indiana corporation, assignor, to Dominick's Finer Foods, Inc., a Delaware corporation, assignee, supplemented by the Supplement to Indenture of Lease dated October 28, 1997, and recorded November 4, 1997, as Document No. 97075213, made by Dominick's Finer Foods, Inc., a Delaware corporation, tenant, and Omni Superstores of Indiana, Inc., assignor, and Lake County Trust Company, as Trustee under Trust No. 4025, Landlord.

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PETER BENJAMIN
LAKE COUNTY AUDITOR

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CHICAGO TITLE INSURANCE COMPANY

B. Assignor and Assignee have agreed that Assignor shall sell and assign its interest as lessee under the Lease (sometimes referred to as the "Leasehold Estate") to Assignee and, in consideration therefor, that Assignee shall assume the obligations of the Tenant under the Lease, and that Assignor and Assignee shall each give certain indemnities to the other, all the foregoing to be effective as of the date first hereinabove written.

NOW, THEREFORE, in consideration of the mutual terms, covenants, and conditions hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment.

Subject to the terms and provisions, hereinafter set forth, Assignor hereby sells, assigns, grants, transfers and sets over to Assignee, its successors and assigns, all of Assignor's right, title and interest in the Leasehold Estate.

2. Consideration; Assumption of Obligation.

In consideration of the assignment set forth in Paragraph 1 hereinabove, Assignee accepts the assignment of Assignor's interest in the Leasehold Estate and agrees to perform in a timely manner each and all of the obligations of Assignor thereunder.

3. Amendment of the Lease.

Assignee shall neither enter into nor consent to any amendment or modification of the Lease without the prior written consent of Assignor, which consent shall not be unreasonably withheld, delayed or conditioned so long as any such amendment or modification does not increase the obligations of Assignee or Assignor under the Lease.

4. Assignment or Subletting.

Assignee shall not assign the Leasehold Estate, or sublet the Premises, without the prior written consent of Assignor, which consent shall not be unreasonably withheld, delayed or conditioned. Assignor agrees to approve or disapprove, any proposed assignment of the Leasehold Estate or subletting of the Premises within sixty (60) days after receipt in writing from Assignee of all of the terms of the proposed assignment or subletting. Any consent by Assignor to any assignment or subletting by Assignee shall not be construed to relieve Assignee of its obligation to obtain the written consent of Assignor to any further assignment or subletting or of any other obligation of the Tenant under the Lease. Notwithstanding the foregoing, Assignee shall have the right to sublet a portion of the Premises to H & R Block (or to a substitute or replacement business of the same or similar type), a portion of the Premises to Sand Ridge Bank (or to a substitute or replacement depository/financial institution), and a portion of the Premises to any other person or entity deemed appropriate in Assignee's business judgment in connection with and as a part of Assignee's operation of a super market and customarily related businesses on the Premises, without the prior written consent of Assignor. In no event shall the total square footage of the portion(s) of the Premises sublet or licensed to third parties exceed a total, in the

aggregate, of seventeen thousand (17,000) square feet and no single such sublessee or licensee shall occupy more than four thousand five hundred (4,500) square feet.

5. Default by Assignee.

Should Assignee default in the performance of:

5.1. any term, covenant or condition of this Agreement and should such default continue for twenty (20) days after receipt by Assignee of notice thereof from Assignor;

5.2. the payment of rent or any other monetary obligation under the Lease, and should such default continue for five (5) days as to Base Rent and twenty (20) days as to all other rent and charges due under the Lease, after receipt by Assignee of notice thereof from Assignor or Landlord; or

5.3. any term, covenant or condition under the Lease which does not involve the payment of money and should such default continue unincured by Assignee for twenty (20) days after receipt by Assignee of notice thereof from lessor, or if the default of Assignee is of a type which is not reasonably possible to cure within twenty (20) days, if Assignee has not commenced to cure said default within said twenty (20)-day period and does not thereafter diligently prosecute the curing of said default to completion,

then, Assignor may treat the occurrence of any one or more of the foregoing events as a breach of this Agreement, and in addition to any or all other rights or remedies available to Assignor hereunder or as provided by law, Assignor may, at Assignor's option, elect to:

5.3.1. terminate the assignment of the Leasehold Estate to Assignee and by giving written notice of such termination and by recording a unilateral notice of such termination and reversion of the Leasehold Estate in the Official Records of Lake County, State of Indiana, in which event the Leasehold Estate shall automatically revert to Assignor with like force and effect as if the Assignment of Lease herein made between Assignor and Assignee had never taken place. Upon such termination and reversion, Assignor may reenter and resume possession of the Premises, with or without process of law, and remove all persons and property therefrom. In addition to and without limitation of the foregoing, at Assignor's request, Assignee shall execute such documents as Assignor may reasonably require to evidence the termination and reversion of the Leasehold Estate; or

5.3.2. without terminating the assignment of the Leasehold Estate to Assignee, cure such default on behalf of Assignee, in which event Assignee shall within ten (10) days after demand therefor, reimburse Assignor for all costs, charges, expenses and attorney's fees (hereinafter collectively referred to as the "Costs") with regard thereto, which demand shall include Assignor's statement itemizing all such costs in reasonable detail and to re-enter the Premises to undertake the curing of any default of Assignee. The election by Assignor of any remedy set forth in this Subparagraph 5.3.2 shall not be deemed a waiver by Assignor of Assignor's right to elect to terminate the Leasehold Estate pursuant to Subparagraph 5.3.1 above.

6. Alterations.

Assignee agrees that it shall not make any alterations or additions in or to the Premises without first obtaining Assignor's written consent thereto, which consent shall not be unreasonably withheld, delayed or conditioned; provided, however, that Assignee may make any such alteration or addition in or to the Premises as may be reasonably necessary for the proposed use of the Premises by Assignee without the consent of Assignor, provided that (a) such alteration or addition is done in a workmanlike manner and complies with all applicable government laws, rules and regulations and does not diminish the value of the Premises, and (b) such alteration or addition does not affect the integrity of any structural element or of the roof of the building on the Premises, and (c) such alteration or addition does not require the approval of the Landlord under the Lease. In the event approval of the Landlord is required under the Lease for any alteration or addition in or to the Premises, Assignee shall have the responsibility to obtain such approval from the Landlord, and Assignee agrees that no alteration or addition shall be undertaken until such approval has been obtained. Failure to obtain such approval shall be reasonable grounds for Assignor withholding its consent to any such alteration or addition.

7. Taxes.

Upon the request of Assignor, Assignee shall furnish Assignor with copies of all tax bills, marked "paid," and/or copies of all canceled checks paid to the applicable taxing authority, evidencing the payment of all taxes and assessments payable by the Tenant under the Lease. Said documentation shall be provided within thirty (30) days of Assignor's request therefor.

8. Right of Entry.

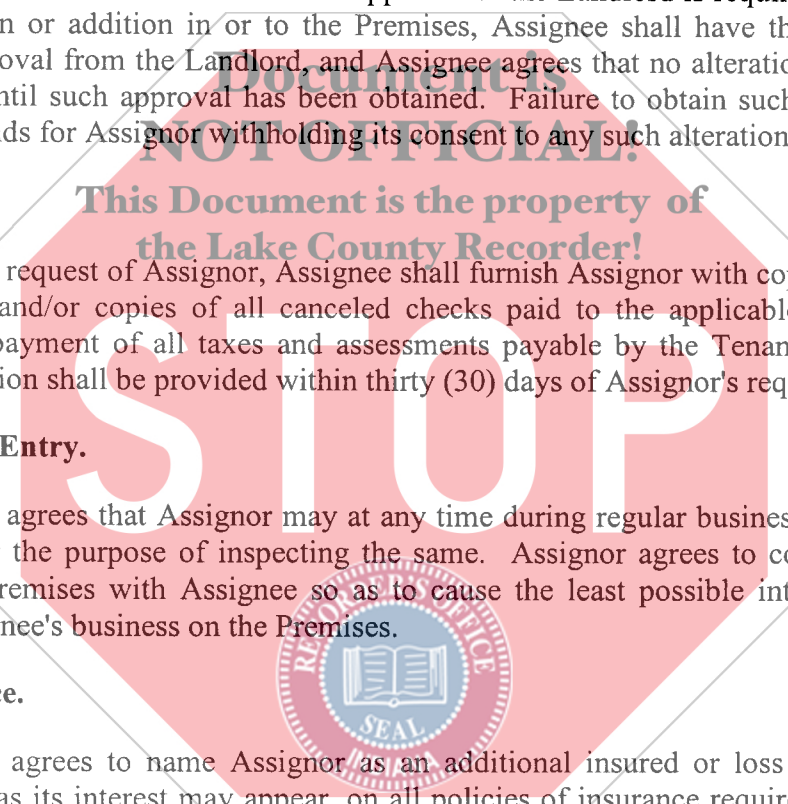
Assignee agrees that Assignor may at any time during regular business hours enter upon the Premises for the purpose of inspecting the same. Assignor agrees to coordinate any such entry into the Premises with Assignee so as to cause the least possible interference with the conduct of Assignee's business on the Premises.

9. Insurance.

Assignee agrees to name Assignor as an additional insured or loss payee, as may be appropriate and as its interest may appear, on all policies of insurance required to be carried by the lessee under the Lease. Assignee shall, within thirty (30) days after the date hereof and thereafter upon the renewal or replacement of any such policies of insurance, furnish Assignor with certificates evidencing that all such insurance is being maintained, which certificates shall provide that in the event of cancellation, either by the insurance company or by Assignee, such cancellation shall not be effective until thirty (30) days after written notice of such cancellation has been given to Assignor.

10. Condition of Premises.

Assignee acknowledges that Assignee is acquiring the Leasehold Estate solely in reliance on Assignee's own investigation and that no representations or warranties of any kind whatsoever, express or implied, have been made to anyone by Assignor or Assignor's employees,



agents, or representatives. Assignee is aware of all zoning regulations, other governmental requirements, site and physical conditions, and other matters affecting the use and condition of the Premises and is purchasing the Leasehold Estate in its present "AS IS" condition as of the date hereof. Assignee hereby releases and discharges Assignor from any claim, action, cause of action, demand, expense, or liability, whether known or unknown, foreseen or unforeseen, relating to the condition of or connected with the Premises, including, without limitation, the building on the Premises, the subsurface soils and ground water and any contamination thereof by hazardous materials; provided, however, that nothing contained in this Section 10 shall be interpreted or construed as an assumption by Assignee of any liability or obligation of Assignor to any other person or entity relating to the condition of or connected with the Premises, including, without limitation, the building on the Premises, the subsurface soils and ground water and any contamination thereof by Hazardous Materials, which event or occurrence giving rise to such claim, action, cause of action, demand, expense or liability occurs prior to the date hereof.

11. Indemnification of Assignee.

Assignor hereby agrees to defend (with counsel reasonably satisfactory to Assignee) and indemnify Assignee, its heirs, personal representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including attorney's fees) arising out of or resulting from any act or omission committed or alleged to have been committed by Assignor as Tenant under the Lease or as occupant of the Premises, including, without limitation any breach or default committed or alleged to have been committed by the Tenant under the Lease prior to the date hereof; provided, however, that the foregoing indemnity shall not extend or be applicable, directly or indirectly, to the subject matter of the release of Assignor by Assignee set forth in Paragraph 10 above.

12. Indemnification of Assignor.

Assignee, for itself and on behalf of its successors and assigns, hereby agrees to defend (with counsel reasonably satisfactory to Assignor) and indemnify Assignor and Landlord and their respective officers, employees, agents, representatives, successors and assigns, and each of them, from and against any and all claims, suits, demands, causes of action, actions, liabilities, losses, damages, costs and expenses (including attorney's fees) arising out of or resulting from any act or omission committed or alleged to have been committed by Assignee, its successors and assigns, as lessee under the Lease or as occupant of the Premises, including, without limitation, any breach or default committed or alleged to have been committed by the Tenant under the Lease, on or after the date hereof.

13. Termination of Assignee's Obligations.

At such time that Assignor is released from all of its obligations under the Lease by Landlord or its successor, all of the obligations of Assignor and Assignee under Paragraphs 3, 4, 5, 6, 7, 8 and 9 hereof, shall terminate in all respects, without qualification or limitation, effective as of the date of such release of Assignor, and thereafter, the assignment and assumption set forth in Paragraphs 1 and 2 hereof, shall become absolute, unconditional and without rights of

reversion or any other limitation or qualification, and the only obligations of Assignor and Assignee under this Agreement which shall survive such termination, shall be the obligations of Assignee and Assignor under Paragraphs 11 and 12 hereof, respectively.

14. Notices.

All notices and demands shall be given in writing by registered or certified mail, postage prepaid, return receipt requested. Notice shall be considered given forty-eight (48) hours after deposit in the United States mail. Notices shall be addressed as set forth below for each party, provided that if any party gives notice of a change of name or address, notices to the party providing that notice shall thereafter be given as required by such notice.

To Assignor:

Dominick's Finer Foods, LLC
c/o Property Development Associates
Attn: Real Estate Law #90-5918
5918 Stoneridge Mall Road
Pleasanton, CA 94588
Telephone: 925/467-3600
Fax: 925/467-3616

To Assignee:

SVT, LLC
Attention: David Wilkinson, President
2244 45th Street
Highland, IN 46322
Telephone: 219/924-7588
Fax:

Assignee agrees that within three (3) days after receiving any notice from any party relating to performance of Assignor's or Assignee's obligations under the Lease, Assignee shall send a copy of such notice to Assignor. Assignor agrees that within three (3) days after receiving any notice from lessor relating to performance of Assignor's or Assignee's obligations under the Lease, Assignor shall send a copy of such notice to Assignee.

15. Joint and Several Liability.

In the event that either party hereto, or its successors and assigns, consists of or includes more than one person or entity, each of such persons or entities shall be jointly and severally liable for the performance of each and all of the obligations to be performed by such party under and by virtue of this Agreement.

16. Successors and Assigns.

This Agreement and each and every provision hereof shall bind and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

17. Governing Law.

This Agreement shall be construed and interpreted and the rights and obligations of the parties hereto determined in accordance with the laws of the State of Indiana.

18. Headings.

The headings and captions of the paragraphs of this Agreement are for convenience and reference only and in no way define, describe or limit the scope of intent of this Agreement or any of the provisions hereof.

19. Gender, Number.

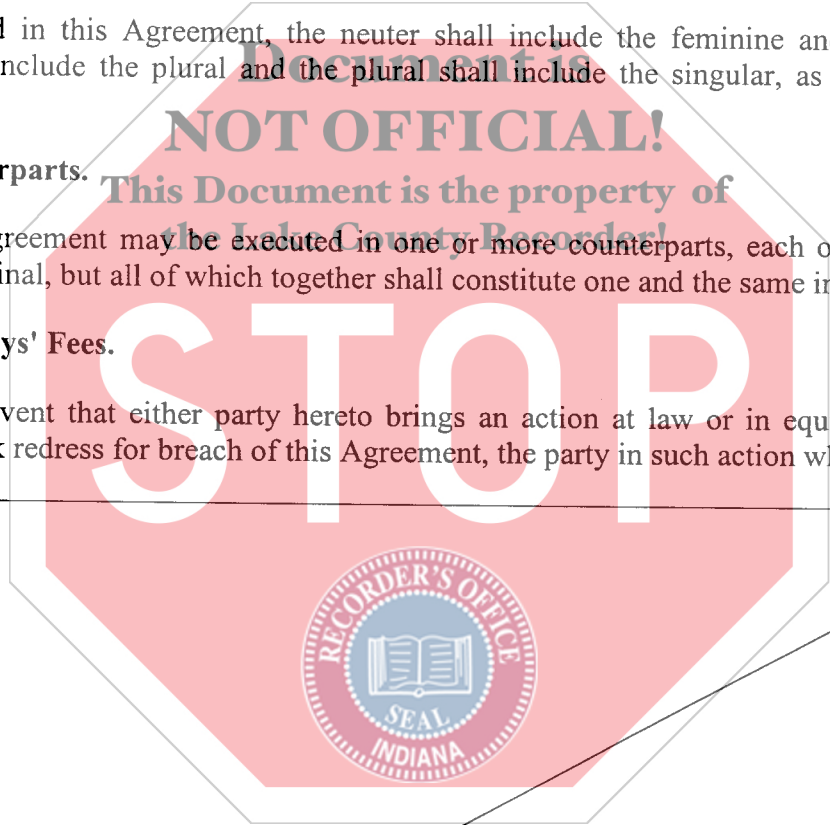
As used in this Agreement, the neuter shall include the feminine and masculine, the singular shall include the plural and the plural shall include the singular, as the context may require.

20. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. Attorneys' Fees.

In the event that either party hereto brings an action at law or in equity to enforce or interpret or seek redress for breach of this Agreement, the party in such action which obtains



substantially the relief which it sought in such action shall be entitled to recover from the other its litigation expenses and reasonable attorneys' fees in addition to all other appropriate relief.

22. Time.

Time is of the essence of this Agreement and each and every provision hereof where time of performance is specified.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set opposite their signatures below, but this Agreement on behalf of such party shall be deemed to have been dated as of the date first above written.

ASSIGNOR:

DOMINICK'S FINER FOODS, LLC,
a Delaware limited liability company

By: Dominick's Supermarkets, Inc., a Delaware corporation
This Document is the property of the Lake County Recorder!

Its: Member

Date: 6/20, 2002

By: [Signature]
Assistant Vice President

Date: 11/20, 2002

By: Donna S. Mitchell
Assistant Secretary

Approved as to Form: _____ (TSS)

ASSIGNEE:

SVT, LLC
an Indiana limited liability company

Date: _____, 2002 By _____

(typed or printed name)

Its _____

substantially the relief which it sought in such action shall be entitled to recover from the other its litigation expenses and reasonable attorneys' fees in addition to all other appropriate relief.

22. Time.

Time is of the essence of this Agreement and each and every provision hereof where time of performance is specified.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the respective dates set opposite their signatures below, but this Agreement on behalf of such party shall be deemed to have been dated as of the date first above written.

ASSIGNOR:

DOMINICK'S FINER FOODS, LLC,
a Delaware limited liability company

By: Dominick's Supermarkets, Inc., a Delaware corporation

Its: Member

Date: _____, 2002

By: _____
Assistant Vice President

Date: _____, 2002

By: _____
Assistant Secretary

Approved as to Form: _____ (TSS)

ASSIGNEE:

SVT, LLC
an Indiana limited liability company

Date: 11/20, 2002

By: *David Wickinson*

DAVID WICKINSON

(typed or printed name)

Its PRESIDENT of Strack and Van Til Super Market, Inc., sole manager

CONSENT OF LANDLORD

Landlord acknowledges and confirms that this Assignment has been reviewed and approved by an authorized officer of Landlord, that Landlord agrees to recognize and accept Assignee as the tenant under the Lease and acknowledges the rights reserved to Assignor to re-enter the Premises pursuant to the terms of this Assignment including without limitation, the right to re-enter in the event Assignee rejects the Lease in a bankruptcy proceeding. Landlord hereby consents to the assignment of the Lease by Assignor to Assignee upon the terms and conditions contained herein. The consent of Landlord to such assignment shall not operate as a waiver of any term, condition or provision of the Lease, nor shall the same in any manner be construed to modify any terms, condition or provision of the Lease, and such consent shall not be deemed a consent to any subsequent assignment of the Lease or subsequent subletting of the Premises or a consent to such assignment other than upon the terms contained in this Agreement. The aforesaid consent by Landlord shall not in any manner serve to release or discharge Assignor from any obligations, liabilities or duties under the terms of the Lease, except as otherwise set forth in the Lease as modified.

**This Document is the property of
the Lake County Recorder!**

LANDLORD:

ROSEWOOD PROPERTY COMPANY,
a Delaware corporation

Date: November 18, 2002

By


B. Dennis King

Its: Senior Vice President

This instrument was prepared by:

Thomas S. Smith, Esquire
Preston, Gates & Ellis
222 SW Columbia, Suite 1400
Portland, OR 97201
Telephone: 503/228-3200
Fax: 503/248-9085


Glenn R. Patterson
Tauber & Westland, PC
Barrister Court
9211 Merrillville, IN 46410
Telephone: 219/769-6474

Nancy Dunlap, Esquire
Rosewood Property Company
500 Crescent Court, Suite 300
Dallas, TX 75201
Telephone: 214/756-6187

Acknowledgments on following page(s)

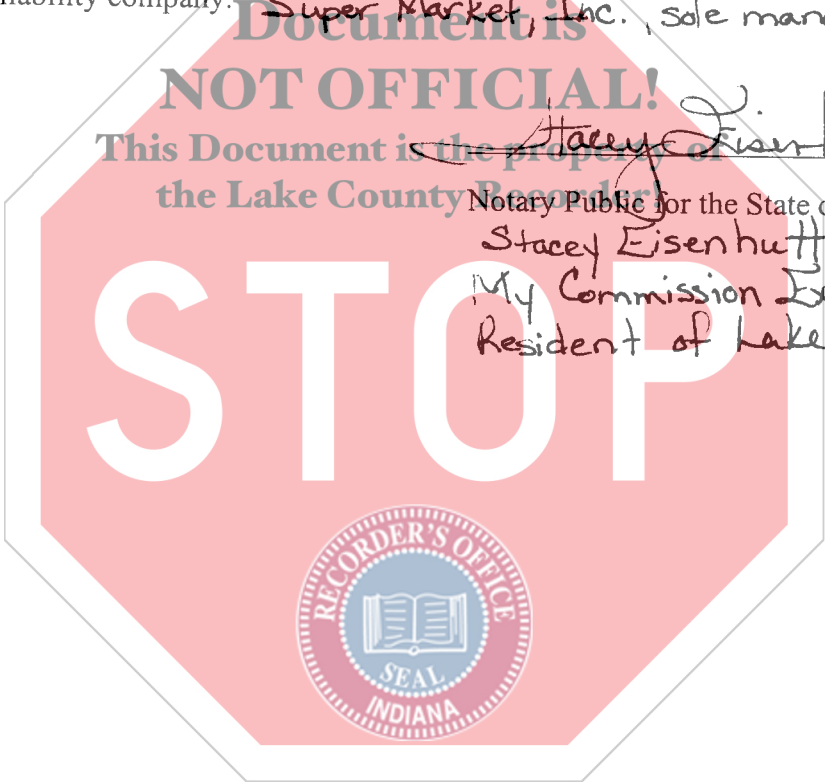
(Acknowledgment for Assignee)

STATE OF INDIANA)

) ss.

County of Lake)

This instrument was acknowledged before me this 20th day of November, 2002, by David Wilkinson, President and of Strack and Van Til, SVT, LLC, an Indiana limited liability company. Super Market, Inc. sole manager

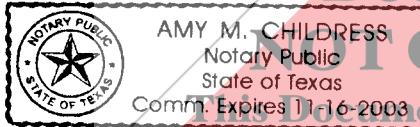


Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder
Stacey Eisenhuff
Notary Public for the State of Indiana
My Commission Expires: 01-15-08
Resident of Lake Co.

Acknowledgment for Landlord

STATE OF TEXAS)
)
) ss.
County of Dallas)

This instrument was acknowledged before me this 19th day of November, 2002, by B. Dennis King of Rosewood Property Company, a Delaware corporation.



Amy M. Childress

Notary Public for the State of Texas

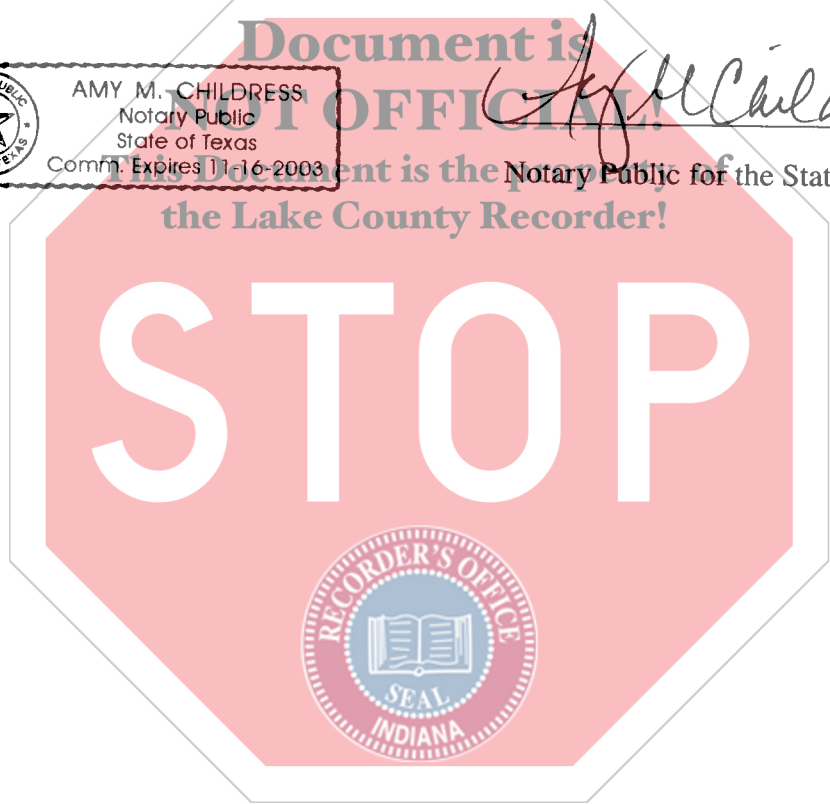


EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lot 2, in the Crossroads, an addition to the Town of Schererville, as shown in Plat Book 69, page 3, in the Office of the Recorder of Lake County, Indiana.

