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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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Winston & Strawn LLP
35 West Wacker Drive
Chicago, Illinois 60601
Attn: Jared Feehan

2006 106900

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MICHAEL A. BROWN
RECORDER

**AMENDMENT TO LEASEHOLD MORTGAGE
AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS**

NCS 261965
APR 28 1
596192-521

THIS FIRST AMENDMENT TO LEASEHOLD MORTGAGE AND SECURITY AGREEMENT WITH ASSIGNMENT OF RENTS (this "Amendment") is dated as of November 30, 2006 by and between SVT, LLC an Indiana limited liability company, as mortgagor, having an office at 2244 45th Street, Highland, Indiana 46322 (the "Mortgagor") and LASALLE BANK NATIONAL ASSOCIATION, as mortgagee, with an office at 135 South LaSalle Street, Chicago, Illinois 60603, individually and as Administrative Agent for the benefit of the Lenders (in such capacity, together with its successors, substitutes and assigns, "Mortgagee").

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RECITALS

A. Mortgagor entered into and delivered that certain Leasehold Mortgage and Security Agreement with Assignment of Rents dated as of October 31, 2002 (the "Mortgage"), encumbering certain real property located in Lake County, Indiana and more particularly described on Exhibit A attached hereto, for the benefit of the banks referred to in that certain Credit Agreement dated October 2, 2002 by and among Central Grocers, Inc., Strack and Van Til Super Market, Inc., Sterk's Super Foods, Inc. and Mortgagor (collectively, the "Original Borrowers"), Mortgagee, as Administrative Agent and the banks party thereto (as amended, supplemented, restated or otherwise modified from time to time, the "Original Credit Agreement"), which Mortgage was recorded on January 13, 2003 in the Recorder's Office of Lake County, Indiana (the "Recorder's Office") as Document No. 2003 003586.

B. The Mortgage was given by Mortgagor to secure (a) the indebted hereby secured; (b) the performance of the Borrowers under the Original Credit Agreement and (c) the performance of all of the terms, covenants, conditions, agreements and liabilities contained in the Mortgage and the other Loan Documents.

C. As of the date hereof, Central Grocers, Inc. ("Borrower") and Mortgagee as Administrative Agent for the Lenders are entering into that certain Amended and Restated Credit Agreement dated as of even date herewith (collectively the "Restated Credit Agreement").

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ck # 013498

D. As of the date hereof, Mortgagor and Mortgagee, as Administrative Agent for the Lenders, are entering into that certain Guaranty and Collateral Agreement (the "Guaranty") whereby Mortgagee has agreed to guaranty the obligations of Borrower under the Restated Credit Agreement.

E. Mortgagor and Mortgagee now desire to amend the Mortgage in certain respects to reflect the Restated Credit Agreement.

F. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Restated Credit Agreement.

NOW, THEREFORE, in consideration of the execution and delivery of the Restated Credit Agreement, the Guaranty the sum of Ten and 00/100 Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby agree as follows:

1. Each of the recitals set forth above are incorporated herein.
2. The term "Mortgage" as set forth in the Mortgage, shall be deemed to mean the Mortgage, as amended pursuant to this Amendment, as the same may be hereafter further amended, supplemented, restated or otherwise modified from time to time.
3. The second and third WHEREAS clauses shall be deleted and replaced with the following:

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"WHEREAS, Mortgagor is a party to that certain Secured Credit Agreement dated as of October 31, 2002 (as amended, supplemented, modified or restated, the "*Original Credit Agreement*"), among itself, as a "Borrower", Central Grocers, Inc., as a "Borrower", Strack and Van Til Super Market, Inc., as a "Borrower", Sterk's Super Foods, Inc., as a "Borrower", Mortgagee, certain banks from time to time party thereto (each such bank individually, an "*Original Lender*" and collectively, the "*Original Lenders*"), Harris Trust and Savings Bank, as "Documentation Agent" and National City Bank, as "Syndication Agent", pursuant to which the Original Lenders committed, subject to the terms and conditions more particularly specified therein, (i) to make a \$40,000,000 revolving credit facility (the "*Original Revolving Credit*") available to the Borrowers (as defined in the Credit Agreement), and (ii) to make a \$40,000,000 term credit facility (the "*Original Term Credit*") available to the Borrowers in the form of term loans;

WHEREAS, all borrowings under the Revolving Credit were to be evidenced by Secured Revolving Credit Notes of the Mortgagor aggregating \$40,000,000, dated of even date herewith, payable to the order of the respective Original Lender

named thereon and maturing in no event later than October 31, 2007 and bearing interest thereon at the rates and payable at the times provided in the Credit Agreement (such promissory notes and any and all promissory notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to collectively as the "Original Revolving Notes" and, individually, as an "Original Revolving Note"), and all borrowings under the Term Credit were to be evidenced by Secured Term Credit Notes of the Mortgagor, aggregating \$40,000,000 dated of even date herewith, payable to the order of the respective Lender named thereon and maturing in no event later than October 31, 2007 and bearing interest thereon at the rates and payable at the times provided in the Credit Agreement (such promissory notes and any and all promissory notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to collectively as the "Original Term Notes" and, individually, as an "Original Term Note," and the Term Notes and Revolving Notes being hereinafter referred to collectively as the "Original Notes" and, individually, as an "Original Note");

WHEREAS, as of even date hereof, the Original Credit Agreement is being amended and restated in its entirety by that certain Credit Agreement (the "Credit Agreement") among Central Grocers, Inc. ("Borrower") and Mortgagee, as Administrative Agent for the lenders a party thereto (the "Lenders"); (i) to extend and increase the revolving credit facility in the amount of \$100,000,000.00 (the "Revolving Credit") available to the Borrower, and (ii) to extend and increase the term credit facility in the amount of \$50,000,000 (the "Term Credit") available to the Borrowers in the form of term loans;

WHEREAS, all borrowings under the Revolving Credit and the Term Credit are to be evidenced by amendments to the Original Notes by the Borrower payable to the order of the Administrative Agent and maturing on November 30, 2011 and bearing interest thereon at the rates and payable at the times provided in the Credit Agreement (such promissory notes and any and all promissory notes issued in renewal thereof or in substitution or replacement therefor being hereinafter referred to collectively as the "Notes" and, individually, as a "Note");

WHEREAS, as of even date hereof, Mortgagor and Mortgagee, as Administrative Agent for the Lenders, are entering into that certain Guaranty and Collateral Agreement whereby Mortgagor has agreed to guaranty all of Borrower's Obligations under the Credit Agreement including the indebtedness evidenced by the Notes."

4. The Mortgage shall secure, in addition to those items listed in the "NOW, THEREFORE" clause, all of the Obligations (as defined in the Restated Credit Agreement) of the Borrower under the Restated Credit Agreement and all of the Secured Obligations of the Mortgagor under the Guaranty.

5. The Mortgage shall remain in full force and effect as originally executed and delivered by Mortgagor, except as expressly modified and amended herein. Mortgagor hereby confirms and reaffirms all of its obligations under the Mortgage.

6. In the case of conflict between the Mortgage and this Amendment, this Amendment shall prevail.

7. In the event any provision of this Amendment shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

8. This Amendment inures to the benefit of and is binding upon the parties hereto and their respective successors and assigns.

9. This Amendment may be executed in two or more counterparts, each of which shall be deemed to be an original.

[Signature Page Follows]



IN WITNESS WHEREOF, this Amendment has been duly authorized and has been executed by the Mortgagor and Mortgagee on the date first above written.

MORTGAGOR:

SVT, LLC,
an Indiana limited liability company

By: *David Wilkinson*

Name: *David Wilkinson*

Title: *President*



MORTGAGEE:

LASALLE BANK NATIONAL
ASSOCIATION

By: John C. Thurston

Name: JOHN C. THURSTON

Title: SVP



This instrument was prepared by
~~and after recording please return to:~~
Winston & Strawn LLP
35 West Wacker Drive
Chicago, Illinois 60601
Attn: Jared Feehan


RECORDER'S OFFICE
AFTER RECORDING RETURN TO:
HILDA BARBOSA
FIRST AMERICAN TITLE INS CO
30 NORTH LASALLE ST., STE # 310
CHICAGO, IL 60602



STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 27th day of November 2006 before me, the undersigned, a Notary Public in and for the State of Illinois, personally known, who, being by me duly sworn, did say that he is David Wilkinson, the President of SUT, LLC, and that the instrument was signed and sealed by him on behalf of said LLC, and that the foregoing signatory acknowledged the execution of the instrument to be the voluntary act and deed of said LLC.

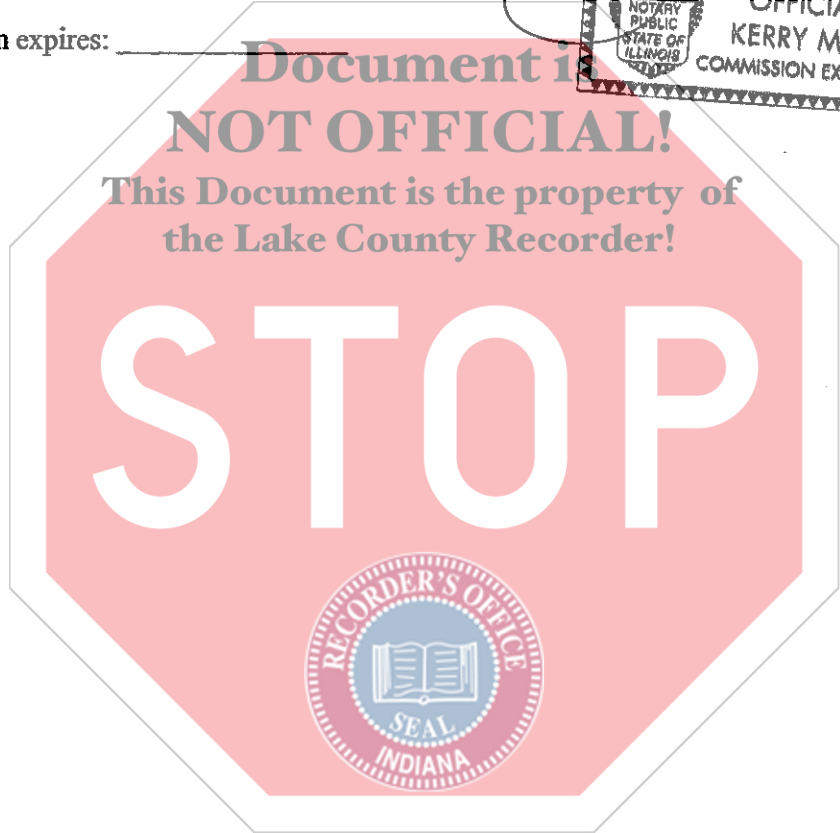
IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public
(Seal)



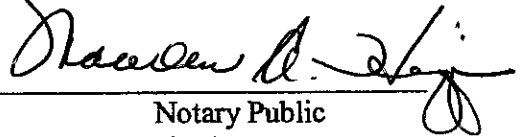
My commission expires: _____



STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

On this 30TH day of NOVEMBER 2006 before me, the undersigned, a Notary Public in and for the State of Illinois, personally known, who, being by me duly sworn, did say that he is JOHN C. HURSTON, the SENIOR VICE PRESIDENT of LASALLE BANK NATIONAL ASSOCIATION, and that the instrument was signed and sealed by him on behalf of said national association, and that the foregoing signatory acknowledged the execution of the instrument to be the voluntary act and deed of said national association.

IN TESTIMONY WHEREOF, I have hereunto set by hand and affixed my official seal in the County and State aforesaid, the day and year first above written.



Notary Public
(Seal)

My commission expires: _____

"OFFICIAL SEAL" is
MAUREEN A. HIGGINS
Notary Public, State of Illinois
My Commission Expires 7/25/07
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EXHIBIT A

LEGAL DESCRIPTION

Those parts of Lots 1 to 7 both inclusive, and part of vacated Decatur Street and alleys of Indian Hills Addition to Gary, as per plat thereof, recorded in Plat Book 19, page 15 and part of Block 3 Millers Station, in the City of Gary, as per plat thereof, recorded in Plat Book 5, page 45, in the Office of the Recorder of Lake County, Indiana, described as follows: Commencing at the Southwest corner of Section 6, Township 36 North, Range 7 West of the Second Principal Meridian; thence North 00E09'40" East, along the West line of said Section 6, 584.97 feet to the Southerly right of way line of Dunes Highway; thence North 73E05'44" East, along said Southerly right of way line of Dunes Highway, 253.75 feet; thence South 00E09'40" West, 84.32 feet to the Point of Beginning; thence, with the North wall of a building and its extension thereof, North 73E08'49" East, 85.69 feet; thence, with a party wall, South 17E00'33" East, 23.47 feet; thence, with a party wall and its extension thereof, North 73E07'02" East, 355.99 feet; thence South 02E18'06" East, 133.18 feet to the Northerly right of way line of Dunes Highway Relief Road (Melton Road); thence South 73E05'44" West, along said right of way line, 392.89 feet; thence on a curve to the right 59.04 feet, said curve having a radius of 1859.86 feet and a chord that bears South 74E00'18" West 59.04 feet; thence North 02E50'38" West, 127.80 feet; thence North 73E05'44" East, 4.31 feet; thence North 00E09'40" East, 28.90 feet to the Point of Beginning. Containing 1.39 acres and subject to all public road rights of way, easements of record, or implied if any.

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recording of the instrument.
First American Title Insurance Company

