

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2008 066326

2008 SEP 23 AM 9:25

MICHAEL A. BROWN  
RECORDER

CM L20067723

LEASE ASSIGNMENT AGREEMENT

This Agreement is made and entered into this day by and among the Jackson Family Trust No. 92-136-H3 (the Lessor), SVT, LLC (the Assignor) and Miller Grocery Market, LLC (the Assignee).

WHEREAS, Lessor and Assignor are the lessor and the lessee, respectively, under that Certain Lease dated July 21, 2000, as amended by that certain Amendment to Lease dated October 27, 2000, and as further amended by the Second Amendment to Lease dated October 27, 2000, and as assigned to the Assignor by that certain assignment of Lease dated October 27, 2000 (hereinafter collectively referred to as the Lease) regarding the premises which are legally described as follows:

Those parts of Lots 1 to 7 both inclusive, and part of vacated Decatur Street and alleys of Indiana 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 00 degrees 09 minutes 40 seconds East, along the West line of said Section 6, 584.97 feet to the Southerly right of way line of Dunes Highway; thence North 73 degrees 05 minutes 44 seconds East, along said Southerly right of way line of Dunes Highway, 253.75 feet; thence South 00 degrees 09 minutes 40 seconds West 84.32 feet to the Point of Beginning; thence, with the North wall of a building and its extension thereof, North 73 degrees 08 minutes 49 seconds East, 85.69 feet; thence, with a party wall, South 17 degrees, 00 minutes 33 seconds East, 23.47 feet; thence, with a party wall and its extensions thereof, North 73 degrees 07 minutes 02 seconds East, 355.99 feet; thence South 02 degrees 18 minutes 06 seconds East, 133.18 feet to the Northerly right of way line of Dunes Highway Relief Road (Melton Road); thence South 73 degrees 05 minutes 44 seconds 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 74 degrees 00 minutes 18 seconds West 59.04 feet; thence North 02 degrees 52 minutes 38 seconds West 127.80 feet Measured (127.54 feet Record); thence North 73 degrees 05 minutes 44 seconds East, 4.31 feet; thence North 00 degrees 09 minutes 40 seconds East, 28.90 feet to the Point of Beginning. Containing 1.39 acres (the Real Estate); and

WHEREAS, the Assignor and the Assignee have entered into an Agreement for the sale to the Assignee of Assignor's supermarket business (the Business) now conducted on the Real Estate; and

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CHICAGO TITLE INSURANCE COMPANY

WHEREAS, it is a condition precedent to the obligation of the Assignor to sell the Business to the Assignee, and of the obligation of the Assignee to purchase the Business from the Assignor, that the Lessor, Assignor, and Assignee enter into this Agreement, to be effective in all respects on and as of the date of the closing of the sale of the Business by Assignor to Assignee (the Effective Date).

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party, Lessor, Assignor and Assignee covenant and agree as follows:

1. Assignment of Lease. Assignor hereby conveys and assigns to the Assignee all of its right, title and interest in the Lease and the Real Estate to the Assignee, effective as of the Effective Date, without qualification, limitation, or exception.

2. Assumption of Lease obligations. Assignee hereby agrees to assume and indemnify all of the obligations of the Lessee under and pursuant to the Lease, effective as of the Effective Date, without qualification, limitation, or exception. Assignor shall remain liable under the Lease for all obligations accruing prior to June 1, 2012 which are not paid and/or performed by Assignee.

If the Assignee shall fail to pay any money or perform any obligation under the Lease, then Assignor shall tender payment to Lessor or perform any act required under the Lease, within seven (7) days after receiving demand therefor by Lessor. No Court action is required. If Assignor fails to pay or perform within seven (7) days after receipt of said written demand from Lessor, or if Assignor fails to comply with any other term of this Agreement, and Lessor is required to seek Court intervention, then the Court is authorized to award actual damages, and all costs and reasonable attorneys fees incurred by Lessor. Any written demand made by Lessor under this Paragraph 2. shall be sent to Assignor by certified mail, return receipt requested, at the following addresses:

SVT, LLC  
Attention: President  
2244 - 45th Street  
Highland, Indiana 46322

with a copy to: Glenn R. Patterson  
Lucas, Holcomb & Medrea LLP  
300 East 90<sup>th</sup> Drive  
Merrillville, IN 46410

3. Consent to Assignment. Lessor does hereby consent to the assignment of the Lease to Assignee, and to the assumption of the Lease by Assignee, in all respects without qualification, limitation, or exception.

4. Release of Assignor. Lessor hereby releases Assignor from all obligations under the Lease accruing on and after June 1, 2012, without qualification, limitation, or exception.

5. Representations, Warranties, and Estoppel. Lessor represents and warrants to Assignee as follows: That the above described Lease is in full force and effect and that neither the Lessor nor the Assignor is in default in the performance of any of the terms, covenants, and conditions required to be complied with by such party, nor has either Lessor nor Assignor committed any breach or default which could result in termination of the Lease; that the real estate being let to the Assignee includes the Real Estate described herein; that the Assignor has paid or will have paid all rent, taxes and expenses due through and including the Effective Date; and that these representations and warranties are being made in order to induce the Assignee to accept assignment of the Assignor's interest in the lease and to assume the obligations of the Assignor under the Lease.

6. Conflict. In the event that any of the covenants and agreements contained herein conflict with the Lease, the covenants and agreements contained herein shall, in all cases, prevail and all the conflicting parts of the Lease shall be deemed to be deleted.

7. Condition Precedent. All of the rights and obligations of the parties under this Agreement are expressly conditioned upon the closing of the sale of the Business by the Assignor to the Assignee, written notice of which will be provided to the Lessor by either Assignor or Assignee, and which notice shall set for the closing date of the purchase and sale of the Business, which closing date shall be the Effective Date hereunder.

8. Recording. The Assignee, at its sole expense, shall record this instrument on or after the effective date, and such recording shall be conclusive evidence of the closing of the sale of the Business by Assignor to Assignee, provided that the Assignee shall give to the Lessor an actual written notice of the closing of the sale within five (5) business days after the closing.

IN WITNESS WHEREOF, the parties have executed this Lease Assignment Agreement as of the dates written below.

(See attached signature pages)

Date: March 13, 2007

Jackson Family Trust No. 92-136-H3, Lessor

By: JACKSON FAMILY TRUST

Printed Name: ANN JACKSON TRUSTEE

Title: made by Robell Jackson p.o.a.

STATE OF INDIANA )  
 ) S.S.  
COUNTY OF LAKE )

Before me, the undersigned Notary Public in and for said county and state, personally appeared Rachelle Jackson, who in my presence signed and acknowledged the execution of the foregoing Lease Assignment Agreement, and delivered said instrument as their free and voluntary act, for the uses and purposes set forth therein.

WITNESS My hand and Notarial Seal this day 13<sup>th</sup> of March, 2007.

My Commission Expires:

Dec 12, 2007

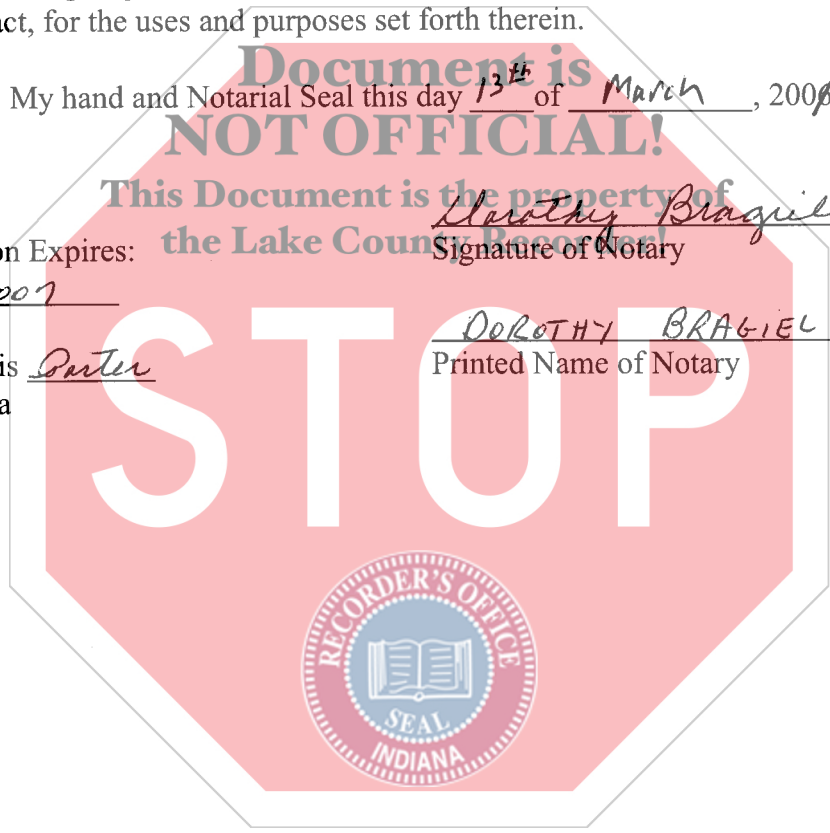
Signature of Notary

Dorothy Bragiel

My Residence is Porter  
County, Indiana

Printed Name of Notary

DOROTHY BRAGIEL



Date: 3-15-07  
~~3-15-06~~

SVT, LLC, Assignor

By: David Wilkin  
Printed Name: DAVID WILKINSON

Title: PRESIDENT

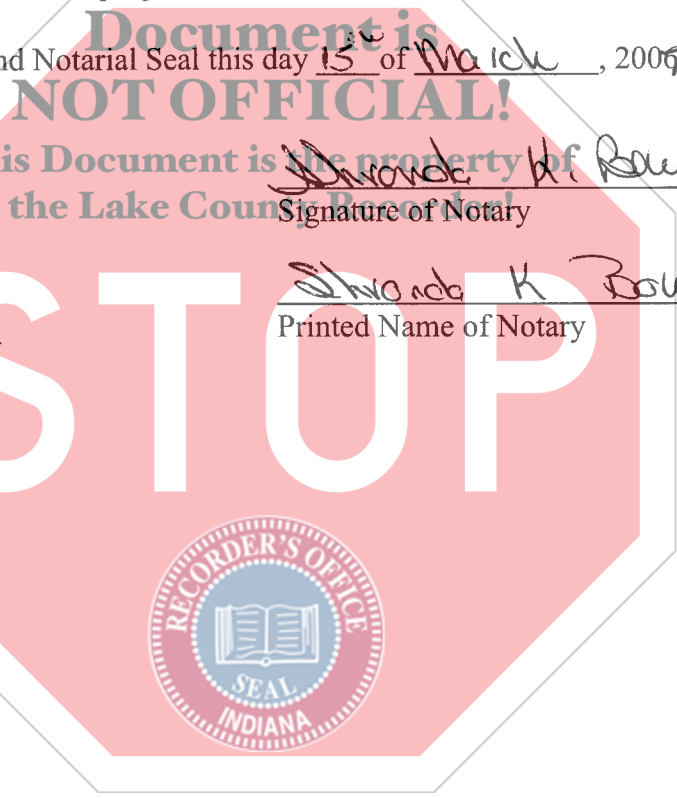
STATE OF INDIANA )  
 ) S.S.  
COUNTY OF LAKE )

Before me, the undersigned Notary Public in and for said county and state, personally appeared David Wilkinson, who in my presence signed and acknowledged the execution of the foregoing Lease Assignment Agreement, and delivered said instrument as their free and voluntary act, for the uses and purposes set forth therein.

WITNESS My hand and Notarial Seal this day 15 of March, 2007.

My Commission Expires: 12/31/08

My Residence is Lake  
County, Indiana



Shonda K Bowen  
Signature of Notary

Shonda K Bowen  
Printed Name of Notary

Date: 3-15-2007

Miller Grocery Market, LLC, Assignee

By: [Signature]  
Printed Name: MUSTAFA MUSLEH

Title: MEMBER

STATE OF INDIANA )  
 ) S.S.  
COUNTY OF LAKE )

Before me, the undersigned Notary Public in and for said county and state, personally appeared Mustafa Musleh, who in my presence signed and acknowledged the execution of the foregoing Lease Assignment Agreement, and delivered said instrument as their free and voluntary act, for the uses and purposes set forth therein.

WITNESS My hand and Notarial Seal this day 15<sup>th</sup> of March, 2007.

My Commission Expires: 1/28/08

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

[Signature]  
Signature of Notary

My Residence is Lake County, Indiana

Shwonda K Bowen  
Printed Name of Notary

This instrument prepared by:

**Robert B. Golding, Jr.,**  
9250 Columbia Avenue, Suite E-2,  
Munster, Indiana 46321  
(219) 836-8530  
Attorney Number 10827-45



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law.

[Signature]  
Robert B. Golding, Jr.