

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORRIS W. CARTER
RECORDED

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MUST BE COMPLETED IN BLACK INK, INCLUDING SIGNATURES.

FORM NO. 12

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE, made and entered into by and between the parties hereto, to evidence their execution of a certain Lease dated May 29, 1997.

WITNESSETH:

1. The name of the Lessor is LAKE COUNTY TRUST COMPANY as Trustee under Trust #4614 whose address is 5217 Hohman Avenue, Hammond, Indiana 46320

2. The name of the Lessee is Citizens Financial Services, FSB whose address is 707 Ridge Road, Munster, Indiana 46321

(select appropriate paragraph 3)

3. ~~The specific legal description of the Leased Premises — The specific legal description of the tract of real estate on which the building described in paragraph 3A hereof is located —~~ The specific legal description of the larger tract of real estate of which the Leased Premises is a part (Strike out inapplicable portion) is:

See attached Exhibit "A"

3A. The Leased Premises is the area numbered "B" in the building shown on the survey or plot plan attached hereto and marked Exhibit ~~A~~ on which survey or plot plan there is set forth the specific legal description of the real estate on which the said building is located or such specific legal description, if any, which is hereinabove set forth in paragraph 3 hereof.

3B. The Leased Premises is that portion cross-hatched on the survey or plot plan attached hereto and marked "Exhibit ~~A~~" on which survey or plot plan there is set forth the specific legal description of the larger tract of real estate of which the Leased Premises is a part or such specific legal description, if any, which is hereinabove set forth in paragraph 3 hereof.

(select appropriate paragraph 4)

4. The (initial) term of the Lease is _____ and expires _____

HOLD FOR FIRST AMERICAN TITLE

FC 21083

Handwritten initials and date: *Mc*
2/25/97

4A. The term of the Lease is for a period of Five (5) years and _____ () months commencing on the first () days after Lessor has notified Lessee in writing that the Leased Premises are ready for occupancy, day Tenant opens for business, or 12 months from the date of the Lease, whichever is first.
(select appropriate paragraph 5)

~~5. The Lease does not contain any option or options of the Lessee to renew or extend the term of the Lease.~~

5A. The Lease grants to the Lessee the option to renew or extend the term of the Lease (for _____ () years) (for Five (5) successive periods of Five (5) years each) from the date of the expiration of the term as set out in either paragraph 4 or paragraph 4A hereof.

6. The Lease does/does not contain an option to purchase the Leased Premises or any part thereof. (If the Lease does contain an option to purchase only a part of the Leased Premises, set forth below the specific legal description of such portion.)

7. The following restrictions are imposed upon the use of the Leased Premises or any part thereof:
Tenant may use premises for providing Banking, Insurance, Investment, Lending, and Trust Services, and any reasonably related services.

8. The Lease imposes the following restrictions upon the use of the real estate owned by the Lessor, the specific legal description of which is set forth in the survey or plot plan attached hereto and marked "Exhibit B:"

9. (List below any other agreements between Lessor and Lessee which should be set forth as notice to third parties, such as the non-exclusive use of all access and parking areas as shown on the survey or plot plan marked "Exhibit ^B" attached hereto, limited liability, transfer of title on expiration of lease term, etc.) Lessee and its customers, invitees, and employees shall have non-exclusive use of all public access and parking areas on the real property described in Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease or have caused this Memorandum of Lease to be executed this _____ day of June, 1997.

Lake County Trust Co.
as Trustee u/t/a dated
December 28, 1994 a/k/a
Trust NO. 4614
By: see attached

Sterk's Super Foods, Inc.
By: [Signature]
Lessor C.E.O.

Citizens Financial Services, FSB
By: [Signature]
Vice-President Lessee

(Individual Acknowledgment)

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public in and for said County and State, personally appeared DICK J. STERK

who acknowledged the execution of the foregoing Memorandum of Lease, and who, having been duly sworn, stated that the representations therein contained are true.

It is expressly understood and agreed that this Memorandum of Lease is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that LAKE COUNTY TRUST COMPANY, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or sale or any mortgage or any disposition thereof. Nothing in this lease contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and, in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the premises herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the premises, except as represented to it by the beneficiary/beneficiaries of said Trust.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiary/beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

(Page 1 of 2 pages of Trustee's Signature Page)

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 21st day of August, 1997.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated December 28, 1994 and known as Trust No. 4614.

BY: Elaine M. Worstell
Elaine M. Worstell, Trust Officer

ATTEST:

BY: Sandra L. Stiglitz
Sandra L. Stiglitz, Assistant Secretary

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 21st day of August, 1997.

Leah Susanne Anderson
Leah Susanne Anderson-Notary Public

My Commission Expires: April 7, 1999 Resident: Lake County, Indiana.

(Page 2 of 2 pages of Trustee's Signature Page)

DESCRIPTION: Part of Lot "A", Prairie Park Unit 1, a Subdivision in the City of East Chicago, Lake County, Indiana, as shown in Plat Book 38, page 7, in the Office of the Recorder of Lake County, Indiana, which part of said Lot "A" is more particularly described as:

Beginning at a point on the North line of said Lot "A" which point lies 169.60 feet East of the Northwest corner of said Lot "A" as measured along the North line thereof; thence South 88 degrees 18 minutes 46 seconds East, along the North line of said Lot "A", a distance of 418.35 feet to the Northeast corner of said Lot "A", thence South 0 degrees 12 minutes 42 seconds West, along the East line of said Lot "A", a distance of 205.15 feet; thence Easterly, along an offset in the East line of said Lot "A", a distance of 32.85 feet to a point of curve; thence South-easterly along the Easterly line of said Lot "A", on a curve concave to the East and having a radius of 583.95 feet, an arc distance of 41.28 feet to the Southeast corner of said Lot "A"; thence North 89 degrees 40 minutes 58 seconds West, along the Southerly line of Lot "A", a distance of 188.92 feet; thence South 36 degrees 54 minutes 00 seconds West, along the Southerly line of said Lot "A", a distance of 112.25 feet; thence Northwesterly, along the Southerly line of said Lot "A" on a curve concave to the South and having a radius of 457.18 feet, an arc distance of 230.86 feet; thence North 1 degree 41 minutes 14 seconds East, along a line perpendicular to the North line of said Lot "A", a distance of 259.22 feet to the point of beginning, in the City of East Chicago, Lake County, Indiana.

EXHIBIT "A"

907 RIDGE ROAD
MUNSTER, INDIANA 46321

2121 COLUMBUS DRIVE, E.C., IND.

TORRENGA ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING

TELEPHONE 836-8918

PLAT OF SURVEY

DESCRIPTION: Part of Lot "A", Prairie Park Unit 1, a Subdivision in the City of East Chicago, Lake County, Indiana, as shown in Plat Book 38, page 7, in the Office of the Recorder of Lake County, Indiana, which part of said Lot "A" is more particularly described as:
Beginning at a point on the North line of said Lot "A" which point lies 169.60 feet East of the Northwest corner of said Lot "A" as measured along the North line thereof; thence South 88 degrees 18 minutes 46 seconds East, along the North line of said Lot "A", a distance of 418.35 feet to the Northeast corner of said Lot "A", thence South 0 degrees 12 minutes 42 seconds West, along the East line of said Lot "A", a distance of 206.15 feet; thence Easterly, along an offset in the East line of said Lot "A", a distance of 32.86 feet to a point of curve; thence South-easterly along the Easterly line of said Lot "A", on a curve concave to the East and having a radius of 583.95 feet, an arc distance of 41.28 feet to the Southeast corner of said Lot "A"; thence North 89 degrees 40 minutes 58 seconds West, along the Southerly line of Lot "A", a distance of 188.92 feet; thence South 36 degrees 54 minutes 00 seconds West, along the Southerly line of said Lot "A", a distance of 112.25 feet; thence Northwesterly, along the Southerly line of said Lot "A" on a curve concave to the South and having a radius of 457.18 feet, an arc distance of 230.86 feet; thence North 1 degree 41 minutes 14 seconds East, along a line perpendicular to the North line of said Lot "A", a distance of 259.22 feet to the point of beginning, in the City of East Chicago, Lake County, Indiana.

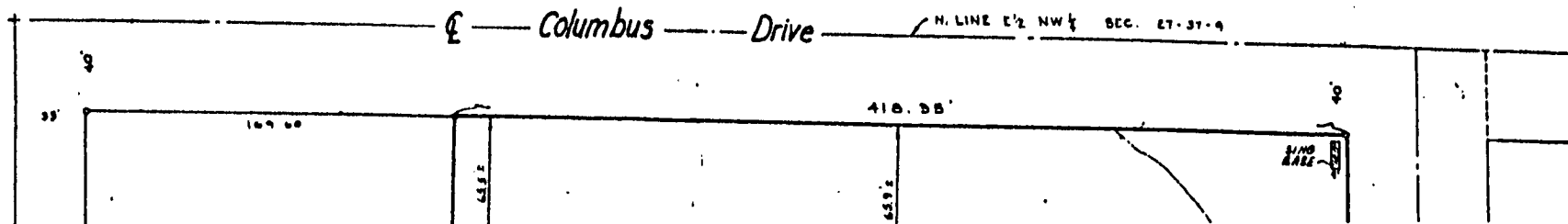
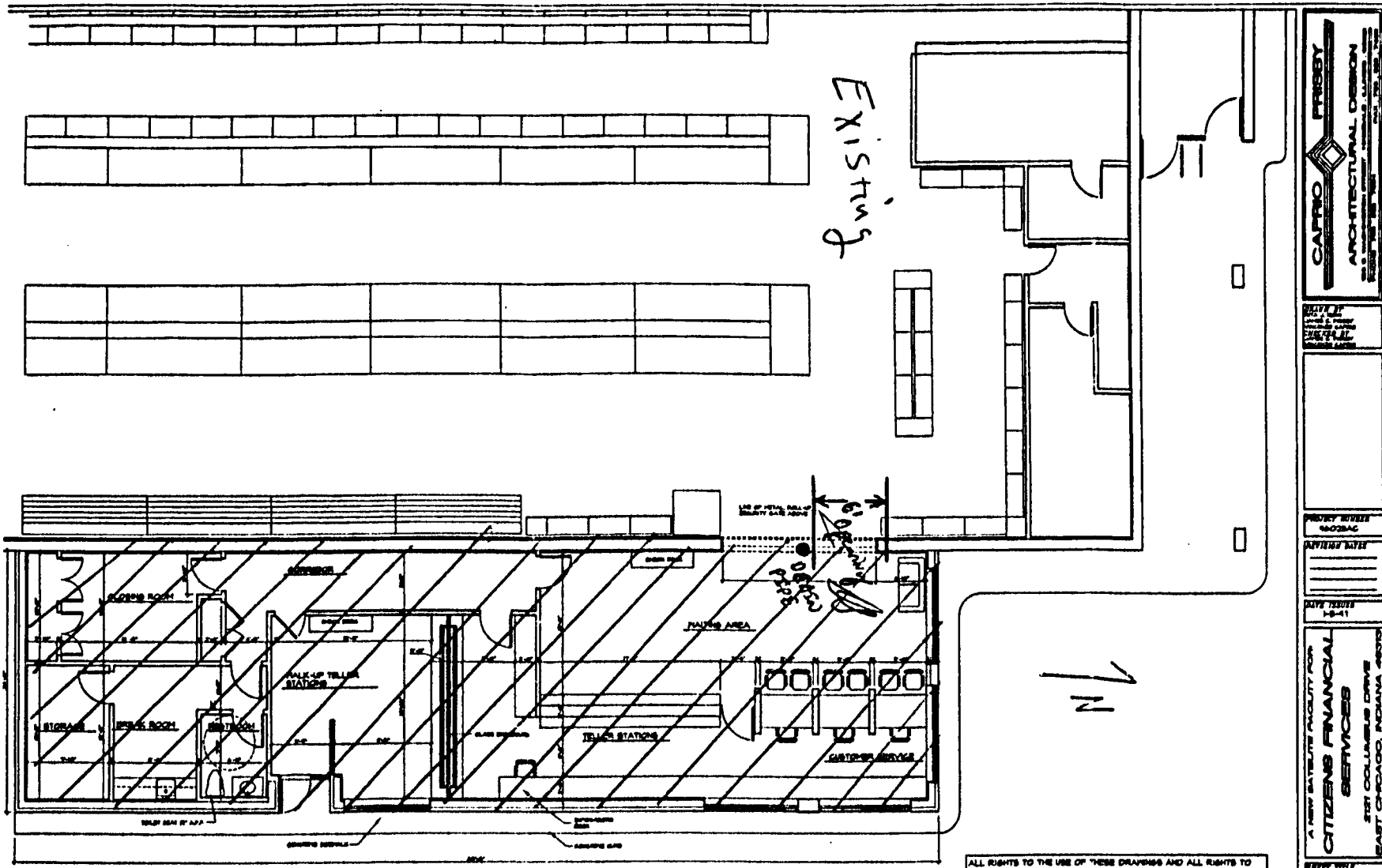


Exhibit "A"
1/3



ALL RIGHTS TO THE USE OF THESE DRAWINGS AND ALL RIGHTS TO THE DESIGN SHOWN ON THESE DRAWINGS BELONG EXCLUSIVELY TO CAPRIO FRISBY ARCHITECTURAL DESIGN. THESE DRAWINGS / CONSTRUCTION DOCUMENTS CANNOT BE REPRODUCED OR USED FOR ANOTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF CAPRIO FRISBY ARCHITECTURAL DESIGN. THE USE OF ANY PART OF THESE DRAWINGS, DESIGNS OR CONSTRUCTION DOCUMENTS WITHOUT APPROVAL FROM CAPRIO FRISBY ARCHITECTURAL DESIGN WILL BE CONSIDERED INFRINGEMENT OF ARCHITECTURAL COPYRIGHT LAWS. ALL VIOLATORS WILL BE PROSECUTED TO THE FULLEST EXTENT ALLOWABLE BY LAW.

FIRST FLOOR PLAN

↑
TO
BE
BUILT

CAPRIO FRISBY ARCHITECTURAL DESIGN <small>1000 N. LAKE ST. CHICAGO, ILL. 60610</small>	
PROJECT NUMBER 90028AC	
DATE ISSUED 1-9-11	
DESIGN DEVELOPER CITIZENS FINANCIAL SERVICES <small>5757 COLLEMBUS DRIVE CHICAGO, ILLINOIS 60638</small>	
SHEET NUMBER DD8 1	