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THIS INSTRUMENT WAS PREPARED BY  
AND RETURN AFTER RECORDING TO:

MORRIE MUCH  
Much Shelist Freed Denenberg Ament *✓*  
Bell & Rubenstein, P.C.  
200 N. LaSalle Street, Suite 2100  
Chicago, IL 60601-1095

98045871

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

98 JUN 18 AM 10:15

MORRIS W. CARTER  
RECORDER

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum"), dated as of May 27, 1998, is made by and among HORIZON BANK NATIONAL ASSOCIATION (successor by merger to Citizens Bank of Michigan City, Indiana), not personally but solely as Trustee under Trust Agreement dated May 5, 1971 and known as Trust No. 613 ("Landlord") and STRACK & VAN TIL SUPERMARKET, INC., an Indiana corporation ("Tenant");

**FILED**

JUN 18 1998

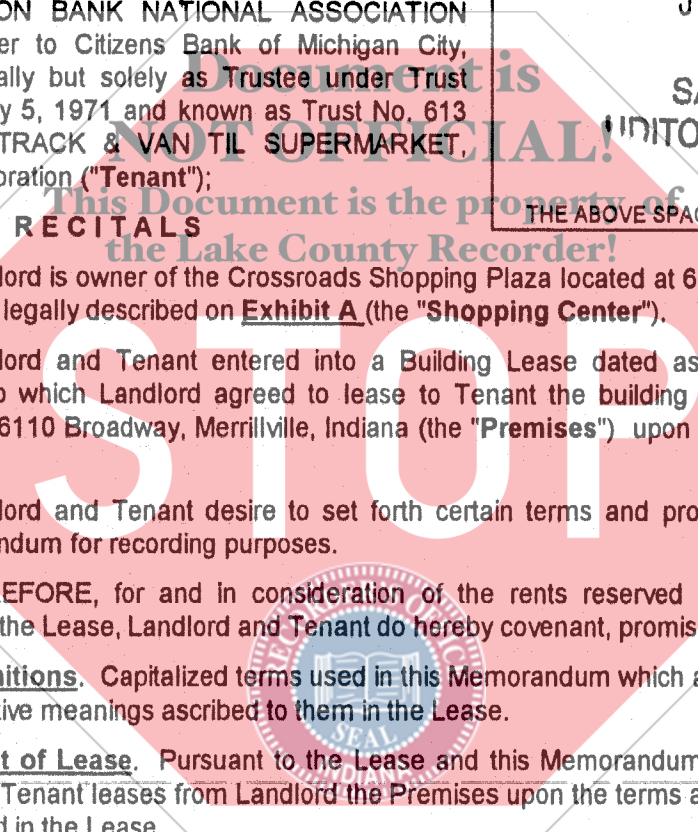
SAM ORLICH  
CLERK LAKE COUNTY

RECITALS

- A. Landlord is owner of the Crossroads Shopping Plaza located at 61<sup>st</sup> Street and Broadway, in Merrillville, Indiana, legally described on Exhibit A (the "Shopping Center").
- B. Landlord and Tenant entered into a Building Lease dated as of May 22, 1998 (the "Lease"), pursuant to which Landlord agreed to lease to Tenant the building in the Shopping Center commonly known as 6110 Broadway, Merrillville, Indiana (the "Premises") upon the terms and conditions set forth in the Lease.
- C. Landlord and Tenant desire to set forth certain terms and provisions contained in the Lease in this Memorandum for recording purposes.

NOW, THEREFORE, for and in consideration of the rents reserved and the covenants and conditions set forth in the Lease, Landlord and Tenant do hereby covenant, promise and agree as follows:

- 1. **Definitions.** Capitalized terms used in this Memorandum which are not otherwise defined shall have the respective meanings ascribed to them in the Lease.
- 2. **Grant of Lease.** Pursuant to the Lease and this Memorandum, Landlord demises and leases to Tenant and Tenant leases from Landlord the Premises upon the terms and conditions set forth in this Memorandum and in the Lease.
- 3. **Commencement Date.** The Term commenced or will commence on June 1, 1998.
- 4. **Expiration Date.** The Initial Term of the Lease is scheduled to expire on May 31, 2008, unless sooner terminated or unless extended or renewed in accordance with the Lease.
- 5. **Rent.** The Base Rent, Additional Rent and Rent Adjustments due and payable from Tenant to Landlord for the Term of the Lease and any extension term are determined and are payable pursuant to the terms and provisions of the Lease.
- 6. **Options to Extend.** Tenant has four (4) consecutive options to extend the Term of the Lease for terms of five (5) years each, subject to and on such terms and conditions set forth in the Lease. If all options are exercised, the Term, as extended, will expire on May 31, 2028.



THE ABOVE SPACE FOR RECORDER'S USE ONLY

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C# 15908  
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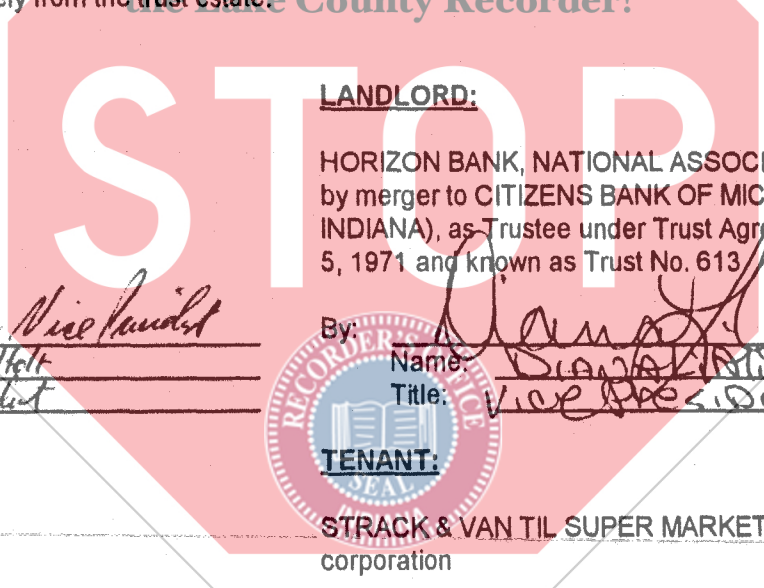
7. **Use of Premises.** The Premises may be used only as a rental food market for the sale of food products principally at retail and related sundry items sold in Ultra Foods Warehouse and/or Strack & Van Til Mega Mart and/or Country food markets.

8. **Prohibited Uses.** As long as a lease with Walgreen Co. remains in effect for space within the Shopping Center, Tenant may not operate a drugstore or a so-called prescription pharmacy or for any other person requiring a qualified pharmacist. Certain other restrictions on use are found in the Lease.

9. **No Assignment or Subletting.** Tenant may not assign the Lease or sublet or permit the use or occupancy of any part of the Premises without the express written consent of Landlord.

10. **Exclusive Use.** As long as Tenant continuously operates a supermarket at the Premises, Landlord may not lease, license or otherwise allow any portion of the Shopping Center to be used, occupied or possessed for the purpose of the operation of a supermarket business or any other business involving the retail sale of unprepared food for off-premises consumption (except for tenants, now occupying the Shopping Center under existing leases) without the prior written consent of Tenant.

11. **Exculpation of Landlord.** This Memorandum of Lease is executed by Horizon Bank, National Association, not personally but solely as Trustee, as described. All the covenants and conditions to be performed by Horizon Bank, National Association, are taken by it solely as Trustee, and not individually, and no personal liability shall be asserted or enforceable against Horizon Bank, National Association or any of its agents, employees or beneficiaries by reason of any of the covenants, statements, representations or warranties contained in this instrument, all such liability being waived. Nothing in this section shall be construed as a bar to any injunctive relief or remedy available to Tenant or to any award of damages payable solely from the trust estate.



**LANDLORD:**

HORIZON BANK, NATIONAL ASSOCIATION (successor by merger to CITIZENS BANK OF MICHIGAN CITY, INDIANA), as Trustee under Trust Agreement dated May 5, 1971 and known as Trust No. 613

By:

Name: David Wilkinson  
Title: Vice President

ATTEST:

Brian J. Holt  
Name: Brian J. Holt  
Title: Vice President

**TENANT:**

STRACK & VAN TIL SUPER MARKET, INC., an Indiana corporation

By:

David Wilkinson, President

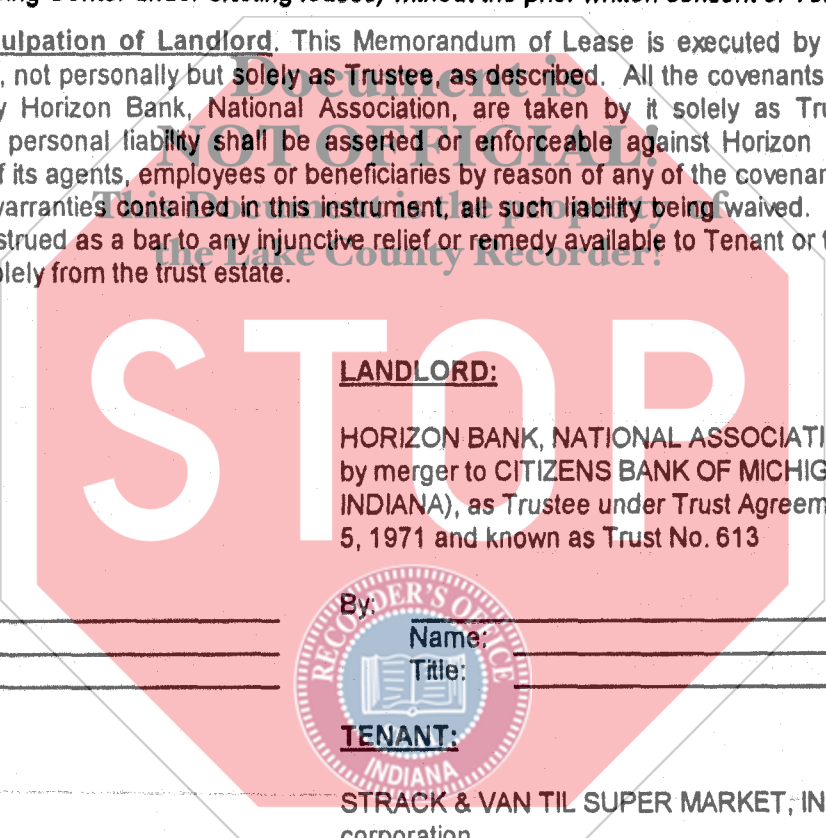
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**LANDLORD:**

HORIZON BANK, NATIONAL ASSOCIATION (successor by merger to CITIZENS BANK OF MICHIGAN CITY, INDIANA), as Trustee under Trust Agreement dated May 5, 1971 and known as Trust No. 613

ATTEST:

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TENANT:**

STRACK & VAN TIL SUPER MARKET, INC., an Indiana corporation

By: David Wilkinson  
David Wilkinson, President

STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

I, the undersigned, a Notary Public in and for said county in the State aforesaid, do hereby certify that Miana Alinsky and Duan Holt, the Vice President and Vice President, respectively, of HORIZON BANK, NATIONAL ASSOCIATION, successor by merger to Citizens Bank of Michigan City, Indiana, as Trustee under Trust Agreement dated May 5, 1971, and known as Trust No. 613, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the Horizon Bank, National Association, as Trustee, for the uses and purposes therein set forth.

Given under my hand and seal this 27 day of May, 1998.

Sharon Yumee

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

LaPorte

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Sharon L. Mear, Notary Public My commission expires: August 22, 2001  
A resident of LaPorte County, IN

STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David Wilkinson, President of STRACK AND VAN TIL SUPER MARKET, INC., an Indiana corporation, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal this \_\_\_ day of \_\_\_\_\_, 1998.

Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

County of Residence: \_\_\_\_\_

STATE OF INDIANA )  
                          )  
COUNTY OF LAKE )       SS

I, the undersigned, a Notary Public in and for said county in the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, the \_\_\_\_\_ and \_\_\_\_\_, respectively, of HORIZON BANK, NATIONAL ASSOCIATION, successor by merger to Citizens Bank of Michigan City, Indiana, as Trustee under Trust Agreement dated May 5, 1971, and known as Trust No. 613, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of the Horizon Bank, National Association, as Trustee, for the uses and purposes therein set forth.

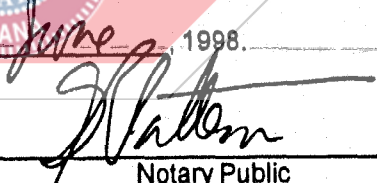
Given under my hand an seal this \_\_\_ day of \_\_\_\_\_, 1998.

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_  
**Document is NOT OFFICIAL!**  
**This Document is the property of the Lake County Recorder!**

STATE OF INDIANA )  
                          )  
COUNTY OF LAKE )       SS

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared David Wilkinson, President of STRACK AND VAN TIL SUPER MARKET, INC., an Indiana corporation, and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

Given under my hand an seal this 1st day of June, 1998.

  
Notary Public  
Printed Name: Glenn R. Patterson

My Commission Expires: 11/25/00  
County of Residence: Lake

**EXHIBIT A**

**LEGAL DESCRIPTION OF SHOPPING CENTER**

The North 838.68 feet of the Northeast Quarter of the Northeast Quarter of Section 9, Township 35 North, Range 8 West of the Second Principal Meridian; excepting the North 302.50 feet of the East 340.0 feet and the South 70.0 feet of the East 255.0 feet thereof all in Lake County, Indiana.

