

Chicago Title Insurance Company

2000-09001247

**AMENDED AND RESTATED  
MEMORANDUM OF LEASE**

2000 JUL 15 AM 9 55

This Amended and Restated Memorandum of Lease is made as of June 1, 2000, by Lake County Trust Company, as Trustee, under Trust No. 2300 (the "Landlord"), and Wilco Food Center, Inc., an Indiana corporation (the "Tenant").

For valuable consideration, Landlord has leased to Tenant, for a term commencing November 1, 1976, and ending October 31, 2010, the following real estate commonly known as 2080 East Commercial Avenue, Lowell, Indiana 46356, more particularly described on Exhibit A attached hereto and made a part hereof.

This Amended and Restated Memorandum of Lease supercedes that certain Memorandum of Lease dated as of April 17, 2000, and is subject to the terms, conditions and restrictions contained in that certain unrecorded lease dated July 23, 1976, as amended from time to time.

IN WITNESS WHEREOF, the parties have entered into this Amended and Restated Memorandum of Lease as of the date first written above.

LANDLORD: Lake County Trust Company, as Trustee, under Trust No. 2300

By: SEE SIGNATURE PAGE ATTACHED

Attest:

TENANT: Wilco Food Center, Inc.

**FILED**

By: Linda K. Armstrong  
Linda K. Armstrong, President

JUL 15 2000

PETER BENJAMIN  
LAKE COUNTY AUDITOR

01210

18.00  
C. J. [unclear]

It is expressly understood and agreed that this 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)

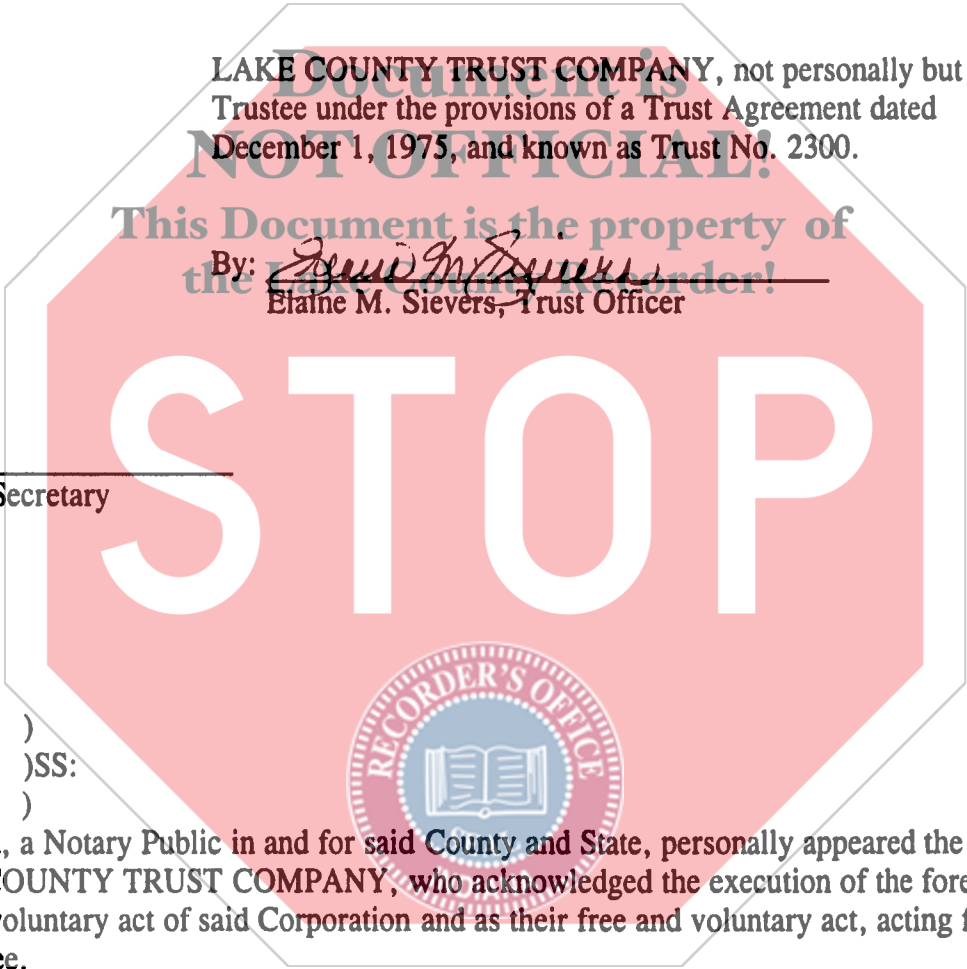
IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 7th day of June, 2000.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated December 1, 1975, and known as Trust No. 2300.

By: *Elaine M. Sievers*  
Elaine M. Sievers, Trust Officer

ATTEST:

By: *Hesta Payo*  
Hesta Payo, 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 acknowledged 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 7<sup>th</sup> day of June, 2000.

*Tina Brakley*  
Tina Brakley- Notary Public

My Commission Expires: 12-26-07

Resident Lake County, Indiana

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

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me the undersigned, a Notary Public for said County and State, personally appeared \_\_\_\_\_, and \_\_\_\_\_ the \_\_\_\_\_ and \_\_\_\_\_ of Lake County Trust Company, respectively, as Trustee, under Trust No. 2300, and acknowledged the execution of this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

IN WITNESS my hand and Notarial Seal.

Document is  
**NOT OFFICIAL!**

This Document is the property of \_\_\_\_\_, Notary Public  
the Lake County Recorder!

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me the undersigned, a Notary Public for said County and State, personally appeared Linda K. Armstrong, President of Wilco Food Center, Inc., and acknowledged the execution of this instrument this 30th day of May, 2000.

IN WITNESS my hand and Notarial Seal.

  
ELIZABETH ANN PAVLOFF \_\_\_\_\_, Notary Public

My Commission Expires: 6/25/07  
My County of Residence: Lake

ELIZABETH ANN PAVLOFF  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. JUNE 25, 2007

This instrument prepared by: Kopko Genetos & Retson LLP  
Philip C. Spahn  
8585 Broadway, Suite 480  
Merrillville, Indiana 46410



## EXHIBIT A

### Legal Description

The North 435 feet of the East 500 feet of the Northeast quarter of Section 25, Township 33 North, Range 9 West of the 2nd P.M., in the Town of Lowell, in Lake County, Indiana, EXCEPTING THEREFROM THE FOLLOWING THREE PARCELS:

- (1) Beginning at the Northeast corner of said Section 25, said point being a Brass Monument, thence South along the East line of said Section 25, having an assumed bearing of South 00 degrees 00 minutes 00 seconds West, 220.03 feet to a pk nail; thence North 89 degrees 03 minutes 22 seconds West along a line parallel to the North line of said Section 25, 60.01 feet, to a set reinforcing bar, said point being the point of beginning; thence continuing North 89 degrees 03 minutes 22 seconds West, 130.02 feet; thence North 00 degrees 00 minutes 00 seconds East, along a line parallel to the East line of the Northeast quarter of said Section 25, 189.75 feet, to a set reinforcing bar; thence East along the South right of way line of State Route No. 2, 130.02 feet to a set reinforcing bar lying 60.00 feet West of and parallel to the East line of the Northeast quarter of said Section 25; thence South 00 degrees 00 minutes 00 seconds West, along a line 60.00 feet West of and parallel to the East line of the Northeast quarter of said Section 25, 190.96 feet, to the point of beginning, all in Lake County, Indiana.
- (2) Part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 33 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point on the North line of said Section that is North 89 degrees 04 minutes 45 seconds West, 500.0 feet from the Northeast corner of said Section; thence due South parallel to the East line of said Section 435.0 feet to the point of beginning; thence South 89 degrees 04 minutes 45 seconds East parallel to the North line of said Section 21.00 feet; thence North 9 degrees 55 minutes 15 seconds East, 170.0 feet; thence North 89 degrees 04 minutes 45 seconds West, 23.73 feet; thence due South parallel to the East line of said Section, 170.02 feet to the point of beginning, in Lake County, Indiana.
- (3) Part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 33 North, Range 9 West of the 2nd P.M., in Lake County, Indiana, described as follows: Commencing at the Northeast corner of said Section 25; thence North 88 degrees 48 minutes 15 seconds West 59.54 feet along the North line of said section to the Northwest corner of the owner's land; thence South 0 degrees 16 minutes 30 seconds West 29.10 feet along the West line of the owner's land to the south boundary of S.R. 2 and the point of beginning of this description; thence South 87 degrees 56 minutes 00 seconds East 40.02 feet along the boundary of said S.R. 2 to the west boundary of Clark Street; thence South 0 degrees 16 minutes 30 seconds West 270.61 feet along the boundary of said Clark Street; thence North 89 degrees 43 minutes 30 seconds West 10.00 feet; thence North 0 degrees 16 minutes 30 seconds East 240.00 feet; thence North 43 degrees 59 minutes 56 seconds West 37.34 feet; thence North 80 degrees 48 minutes 30 seconds West 3.98 feet to the west line of the owner's land; thence North 0 degrees 16 minutes 30 seconds East 4.51 feet along said west line to the point of beginning.