

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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2005 000690

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MICHAEL J. PATTERSON
RECORDS

RETURN TO: GLENN R. PATTERSON, ESQ.
LUCAS, HOLCOMB & MEDREA, LLP
EASTON COURT
300 EAST 90TH DRIVE
MERRILLVILLE, INDIANA 46410

MEMORANDUM OF SHOPPING CENTER LEASE

This is a Memorandum of that certain unrecorded Shopping Center Lease dated December 10, 2004 (the "Lease") by and between **RILEY PLAZA SHOPPING CENTER, LLC, an Illinois limited liability company, and B.T. RILEY (EAST CHICAGO), LLC, an Indiana limited liability company** (together the "Landlord"), and **STERKS SUPER FOODS, INC., an Indiana corporation** (the "Tenant"), concerning the premises described as the "Sterk's Super Foods Store" on Exhibit "A" to the Lease and Exhibit "A" hereto (the "Premises"), which Premises is a part of the Riley Plaza Shopping Center, which is legally described as follows:

Lots 13 to 25, both inclusive, and that part of Lot 26, all in Block 4, also Lots 13 to 23, both inclusive, and that part of Lots 24 and Lots 30 to 46 both inclusive, all in Block 5, also that part of the North and South 16 foot alley in said Block 5, and that part of Olcott Avenue lying between said Blocks 4 and 5, all taken as one tract, described as follows: Beginning at the Northwest corner of said Lot 13 in Block 5; thence South 89 degrees 59 minutes 07 seconds East, 522.34 feet along the North line of Lots 13 and 46, and its extensions in said Block 5 and along the North line of Lot 13 in said Block 4 to the Northeast corner of said Lot 13; thence South 0 degrees 59 minutes 51 seconds West, 339.65 feet along the East line of Lots 13 to 26 in said Block 4 to a point 95.00 feet North of the Southeast corner of Lot 29 in said Block 4; thence North 89 degrees 00 minutes 09 seconds West along a line drawn perpendicularly to said East line 209.00 feet; thence South 0 degrees 59 minutes 51 seconds West along a line drawn parallel with the East line of Lots 13 to 29 in said Block 4, 98.41 feet to the point of intersection with the Westerly extension of the South line of Lot 29 in said Block 4; thence North 89 degrees 56 minutes 12 seconds West, 163.15 feet along said Westerly

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extension and along the South line of Lot 30 and its extension in said Block 5 to the East line of the West half of the North and South 16 foot alley in said Block 5; thence North 0 degrees 59 minutes 00 seconds East along said East line 140.10 feet to the North line extended of the South 10.50 feet of Lot 24 in said Block 5; thence North 89 degrees 57 minutes 06 seconds West, 150.07 feet along said North line to the west line of said Lot 24; thence North 0 degrees 59 minutes 19 seconds East, 294.15 feet along the West line of Lots 24 to 13 in said Block 5 to the place of beginning, all being in the Subdivision of the Southeast Quarter of Section 29, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Indiana, as the same appears of record in Plat Book 2, page 11, in Lake County, Indiana.

For good and valuable consideration, the Landlord leases the Premises to Tenant, and Tenant rents the same from Landlord, and Landlord grants to Tenant the easements described in the Lease (including easements for parking in the Supermarket Parking Area as depicted on Exhibit "A" and for ingress and egress to the Premises) all as more fully described in the Lease, each for an initial term expiring on the last day of the tenth (10th) Lease Year (as defined in the Lease) after the Commencement Date (as defined in the Lease), all in accordance with and subject to the terms and provisions contained in the Lease, all of which are incorporated into this Memorandum by reference.

Subject to the terms and provisions of the Lease, Tenant has four options to extend the term of the Lease for five (5) Lease Years each, all as more specifically set forth in the Lease.

This Memorandum is not a complete summary of the Lease. Provisions in this Memorandum should not be used in interpreting the Lease provisions. In the event of a conflict between this Memorandum and the Lease, the Lease shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum effective as of the 10th day of December, 2004.

LANDLORD:

RILEY PLAZA SHOPPING CENTER, LLC,
an Illinois limited liability company

By: 

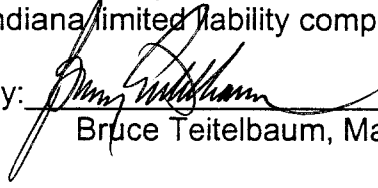
Thomas Gamsjaeger, Co-Manager

By B.T. Riley (East Chicago), L.L.C., an
Indiana limited liability company, its Co-Manager

By: 

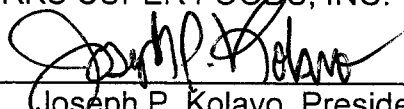
Bruce Teitelbaum, Manager

B.T. RILEY (EAST CHICAGO), L.L.C., an
Indiana limited liability company

By: 
Bruce Teitelbaum, Manager

TENANT:

STERKS SUPER FOODS, INC.

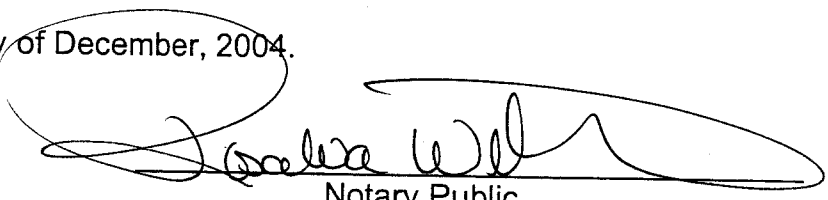
By: 
Joseph P. Kolavo, President



STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared THOMAS GAMSJAEGER, as Co-Manager of RILEY PLAZA SHOPPING CENTER, LLC, and acknowledged the execution of the foregoing Memorandum of Lease.

Dated as of the 8th day of December, 2004.

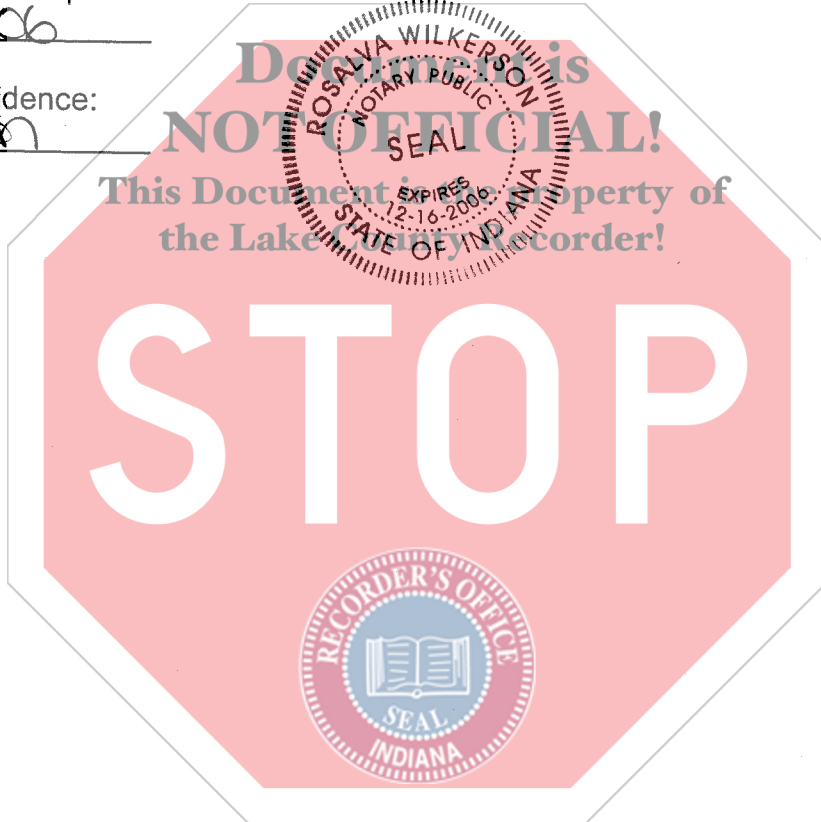


Notary Public

Printed Name: Rosalva Wilkerson

My Commission Expires:
12-16-06

County of Residence:
Lake, IN



STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared BRUCE TEITELBAUM as the Manager of B.T. RILEY (EAST CHICAGO), L.L.C., as a Co-Manager of Riley Plaza Shopping Center, LLC, and acknowledged the execution of the foregoing Memorandum of Lease.

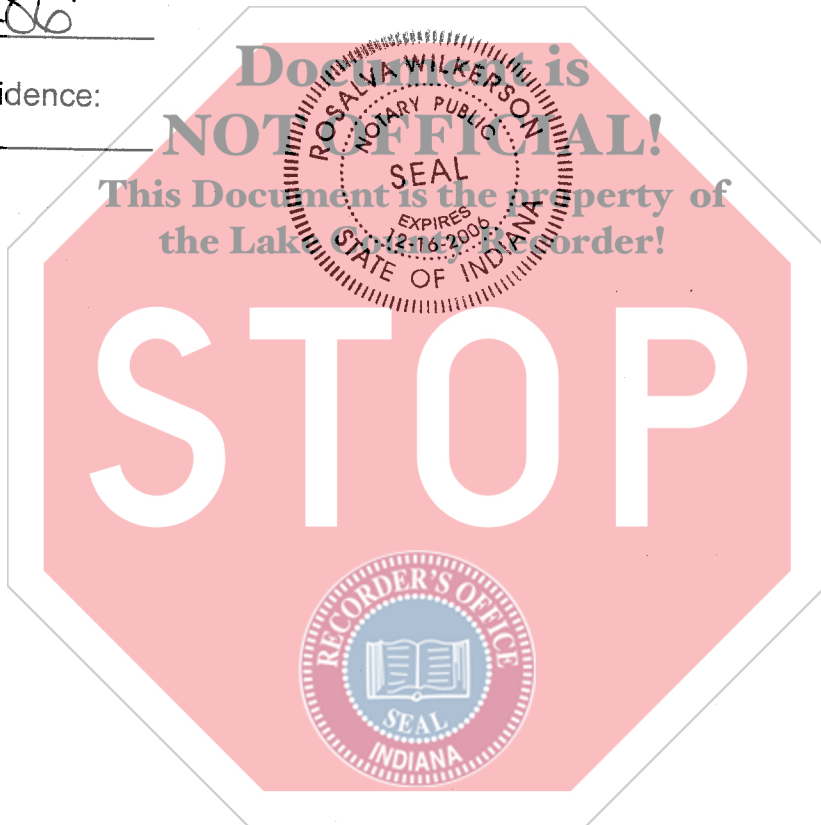
Dated as of the 8th day of December, 2004.


Notary Public

Printed Name: ROSALVA WILKERSON

My Commission Expires:
12-16-06

County of Residence:
LAKE IN



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared JOSEPH P. KOLAVO, as the President of STERKS SUPER FOODS, INC., and acknowledged the execution of the foregoing Memorandum of Lease on behalf of Tenant.

Dated as of the 10th day of December, 2004.



Glenn R. Patterson, Notary Public

My Commission Expires:

November 25, 2008

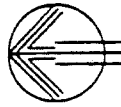
County of Residence:

Lake



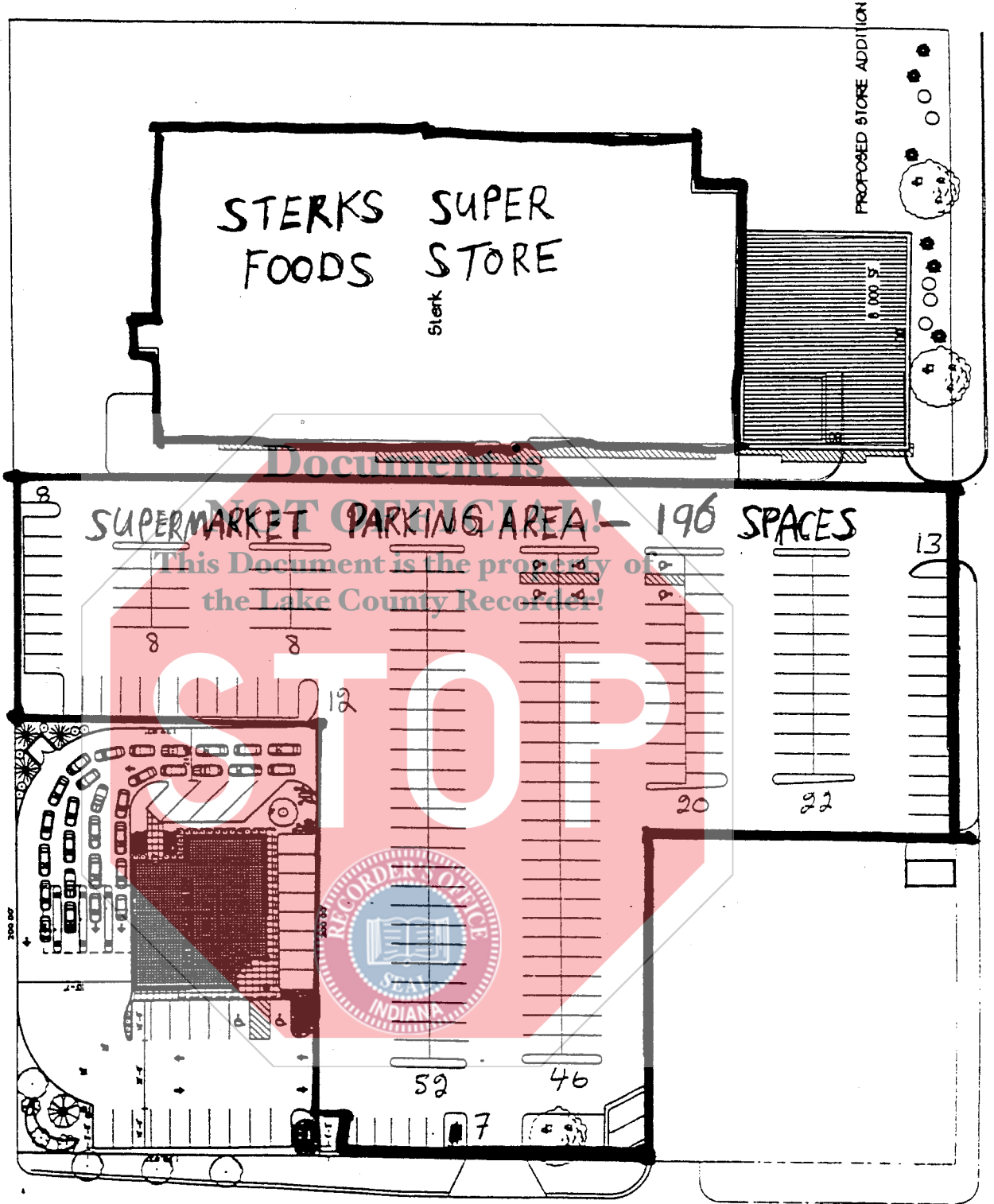
This instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Medrea, LLP, Easton Court, 300 East 90th Drive, Merrillville, Indiana 46410

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SITE PLAN

Scale 1" = 30' - 0"



INDIANAPOLIS BOULEVARD

West 148th STREET

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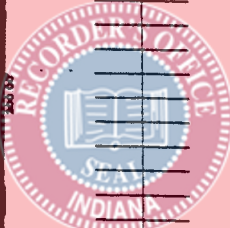
shop strip

STERKS FOODS SUPER STORE
sterk

PROPOSED STORE ADDITION

6,000 SF

SUPERMARKET PARKING AREA - 196 SPACES



13

20

22

52

46

7

100' BY

2'-8"

12

8

8

8

8

13