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Return to: Aurelio's Pizzeria
Attn: Al. Bovenkerk
→ 1412 Lincoln Hwy;
Schererville, IN 46375

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE evidences the existence of a Lease dated May 1, 2006, (the "Lease") made by AGNES MARTIN, as Lessor/Landlord and DAVID SCHEIDT and AL BOVENKERK, as Lessee/Tenant, of premises located in Lake County, Indiana, hereinafter called the "Leased premises".

1. The specific legal description of the real property, a part of which is subject to the Lease is:

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LAKE COUNTY
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The West 200 feet of the East 500 feet of that part of the Northwest Quarter of the Northwest Quarter of Section 17, Township 35 North, Range 9 West of the 2nd Principal Meridian, lying North of the Joliet Road (Lincoln Highway, Route 30), in the Town of Schererville, Lake County, Indiana.

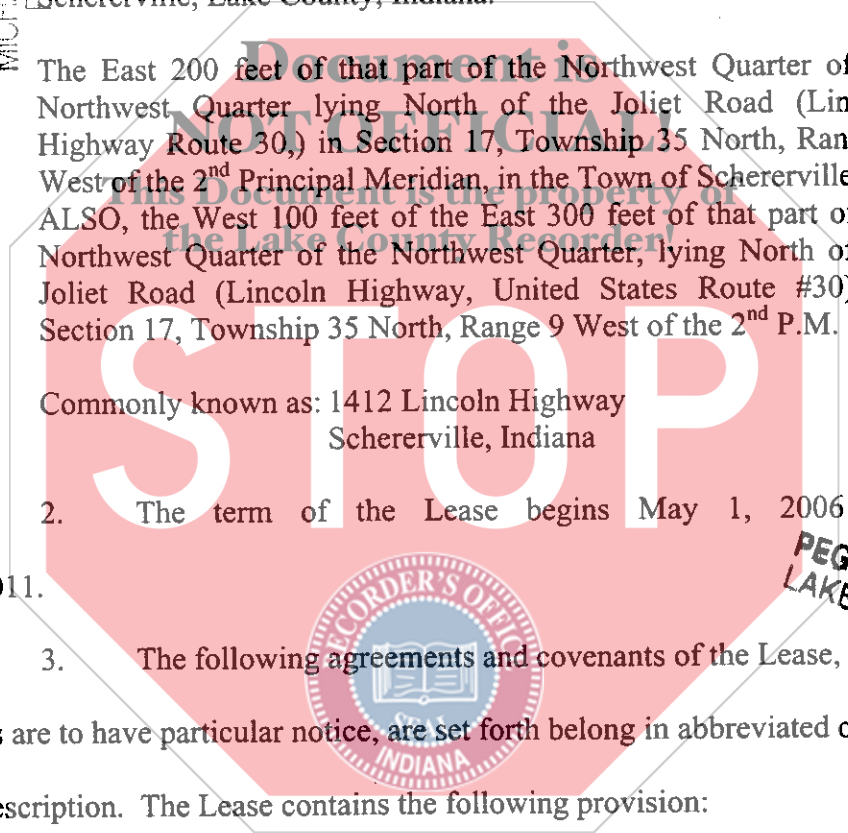
The East 200 feet of that part of the Northwest Quarter of the Northwest Quarter lying North of the Joliet Road (Lincoln Highway Route 30,) in Section 17, Township 35 North, Range 9 West of the 2nd Principal Meridian, in the Town of Schererville, ALSO, the West 100 feet of the East 300 feet of that part of the Northwest Quarter of the Northwest Quarter, lying North of the Joliet Road (Lincoln Highway, United States Route #30), in Section 17, Township 35 North, Range 9 West of the 2nd P.M.

Commonly known as: 1412 Lincoln Highway
Schererville, Indiana

2. The term of the Lease begins May 1, 2006 and ends April 30, 2011.

3. The following agreements and covenants of the Lease, as to which third parties are to have particular notice, are set forth below in abbreviated or summary form and description. The Lease contains the following provision:

Lessee for itself and for all other persons or corporations who may perform labor or furnish materials, supplies, tools or equipment for the construction of any improvements to



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the demised premises, or for work incidental to such construction, hereby waives and relinquishes all right to claim or file notice of mechanic's lien upon said real estate or any part thereof or upon any buildings or improvements thereon. Lessee, for itself, and for all contractors, journeymen, materialmen, mechanics and laborers, and all other persons, firms and corporations, performing labor and furnishing the materials or machinery for the construction of said improvements and appurtenances, does hereby agree that no said improvements and appurtenances, or any part thereof, or against the real estate on which the same is located, or any part thereof, or against the real estate on which the same is located, or any part thereof; and in the event Lessee shall fail to obtain the release of any liens filed, Lessee shall indemnify, save and hold harmless Lessor from any expenses incurred in obtaining the release of any such lien, including attorney fees.

And this Memorandum and Lease are each a No-Lien Instrument pursuant to Ind. Code Sect. 32-8-3-1, as amended.

4. The Lease contains other agreements and covenants of the parties, as set forth in an executed counterpart of it in possession of the parties. Such agreements and covenants are incorporated, by this reference, into this Memorandum as though contained in full herein.

SIGNED this 25 day of Jan 25-06, 2006.

Agnes Martin
AGNES MARTIN, Lessor

David Scheidt
DAVID SCHEIDT, Lessee

Al Bovenkerk
AL BOVENKERK, Lessee



