

**FIRST AMENDMENT TO RECIPROCAL EASEMENT,  
MAINTENANCE, AND USE RESTRICTION AGREEMENT**

THIS FIRST AMENDMENT TO RECIPROCAL EASEMENT, MAINTENANCE, AND USE RESTRICTION AGREEMENT (this "Amendment") is made and entered into as of this 31st day of March, 2008 by and between Aldi (Indiana) L.P., an Indiana limited partnership ("Aldi"), and Milton Property Group, L.L.C., an Indiana limited liability company ("Milton").

WITNESSETH

WHEREAS, Aldi and Milton have heretofore entered into that certain Reciprocal Easement, Maintenance, and Use Restriction Agreement (the "REMURA") dated August 16, 2007 and recorded on October 18, 2007 in the Office of the Recorder for Lake County, Indiana as document no. 2007 083499; and

WHEREAS, as described in the REMURA, Aldi is the legal owner of that certain parcel of real property, known as approximately 2.55 acres located in the Northwest quadrant of the intersection of 107<sup>th</sup> Avenue and Broadway, Crown Point, Lake County, Indiana, which parcel is more particularly described on Exhibit A hereto ("Aldi Parcel"); and

WHEREAS, as described in the REMURA, Milton is the legal owner of that certain parcel of real property, containing approximately 5.94 acres, adjacent to Aldi Parcel, which parcel is more particularly described on Exhibit B hereto (subject to Paragraph 2 of this Amendment below, the "Milton Parcel"; the portion of the Milton Parcel, as described in Paragraph 2 of this Amendment below, that is located east of North Superior Drive is herein and in the REMURA referred to as the "East Milton Parcel"); and

WHEREAS, Aldi and Milton (each, and each successor owner of any part of Aldi Parcel or Milton Parcel (as described in Paragraph 2 of this Amendment below), hereinafter and in the REMURA individually referred to as a "Party" and collectively referred to as the "Parties") desire to amend the REMURA on the terms and conditions described in this Amendment.

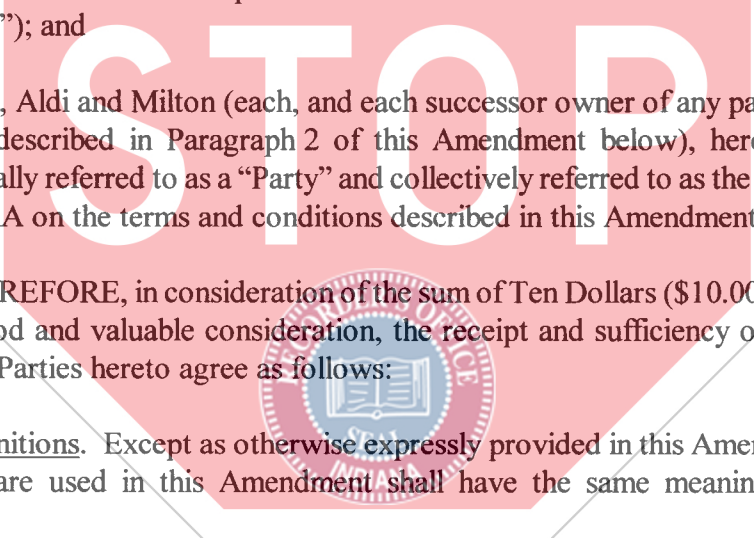
NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) paid by each to the other and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Definitions. Except as otherwise expressly provided in this Amendment, capitalized terms that are used in this Amendment shall have the same meaning herein as in the REMURA.
2. Revision of "Milton Parcel". Since the date when the REMURA was entered into by Aldi and Milton, Milton has acquired additional land adjacent to, and has conveyed to another unaffiliated entity a portion of, the original Milton Parcel, and the Parties desire to continue to subject to the REMURA only the original Aldi Parcel and the remaining land

2008 MAR 31 10:44:56 AM

STATE OF INDIANA  
LAKE COUNTY  
OFFICE OF THE RECORDER  
2008 JUN 9 AM 8:51  
RECORDED  
NO. 2007-083499-1

CHICAGO TITLE INSURANCE COMPANY  
C/M 02075476




\$32.00  
ct  
34  
B

owned by Milton, after such acquisition and conveyance. Accordingly, for all purposes of the REMURA and Paragraphs 1 through 5 of this Amendment, references to the "Milton Parcel" shall mean and refer to the real property legally described in Exhibit C attached hereto and made a part hereof.

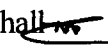
3. Ingress and Egress; CAP. With regard to the easements for vehicular (including delivery trucks) and pedestrian ingress and egress which are created pursuant to Section I(a) of the REMURA, each of the Parties agrees to construct and install paved driveways within the portion of its Parcel that is identified by cross-hatching on Exhibit D attached hereto and made a part hereof as the "Assured Driveway Areas" (herein, the "Assured Driveway Areas") and thereafter (a) to keep such Assured Driveway Areas open for vehicular (including delivery trucks) and pedestrian ingress and egress and (b) to perform all of its maintenance obligations relative to the portion of the Assured Driveway Areas that is located on its Parcel as set forth in Section III(a) of the REMURA. Aldi further agrees that in no event shall the CAP be located within the Assured Driveway Areas.

4. Use. Section V(a)(i) of the REMURA is amended and restated in its entirety to read as follows: "For purposes of this section, the term "grocery store" shall mean any establishment involving the sale of food products in which the resulting gross sales of food products constitute twenty percent (20%) or more of such establishment's business and "food products" shall not include, without limitation, greeting cards, magazines, lottery tickets, flashlights, film, school supplies, books and kitchen and cooking utensils and equipment".

5. Miscellaneous.

- (a) Covenants Running with the Land. This Amendment shall be a covenant running with the land and shall be binding upon and inure to the benefit of Aldi and Milton and their respective successors and assigns and shall remain in full force and effect and shall be unaffected by any change in ownership or possession of Aldi Parcel and/or Milton Parcel, or by any change of use, demolition, reconstruction, expansion or other circumstances, except as otherwise provided herein; provided, however, that, upon the sale or transfer of all or any portion of Aldi Parcel and/or Milton Parcel, the seller or transferor shall automatically be deemed to have been released and relieved from all liabilities accruing hereunder from and after the date of such conveyance, but only with respect to the property conveyed, and the purchaser or transferee of such property shall automatically be deemed to have assumed such liabilities with respect to the property acquired by such purchaser or transferee.
- (b) Governing Law. The terms of this Amendment shall be governed by and construed in accordance with the laws of the State of Indiana.
- (c) Construction. The necessary grammatical changes required to make the provisions of this Amendment apply in the plural sense where there is more than one Party or Parcel owner, and to either corporations, associations, 

partnerships, limited liability companies or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. This Amendment has been the subject of extensive negotiations, and any ambiguities shall not be interpreted against a Party due to such party being the draftsman hereof.

- (d) Captions. The headings of the several sections contained herein are for convenience of reference only and do not define, limit or construe the contents of such sections.
- (e) Partial Invalidity. If any term or provision of this Amendment shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this Amendment shall not be affected thereby, but each term and provision of this Amendment shall be valid and be enforced to the fullest extent permitted by law.
- (f) Waiver. No waiver of any of the terms or conditions of this Amendment shall be binding or effective unless expressed in writing and signed by the Party or Parcel owner giving such waiver.
- (g) Not a Partnership. Nothing herein contained shall be construed as creating a partnership, joint venture or any other relationship between Aldi and Milton.
- (h) Facilitation. Each Parcel owner agrees to perform such further acts and to execute and deliver such further documents as may be reasonably necessary to carry out the provisions of this Amendment and are consistent therewith.
- (i) Attorneys Fees. If a Parcel owner hereto brings an action to enforce the terms hereof or declare rights hereunder, the prevailing Parcel owner in such action shall be entitled to collect the reasonable attorneys fees and costs of such action from the non-prevailing Parcel owner.
- (j) Authority. Each individual executing this Amendment personally warrants and represents that he or she is authorized to enter into this Amendment on behalf of its respective corporation, partnership or limited liability company and to bind said entity with respect to any transaction contemplated by or occurring under the provisions of this Amendment.
- (k) Counterparts. This Amendment may be executed in counterparts, each of which shall be an original and all of which shall collectively be deemed as one instrument.
- (l) Mortgages. Each Parcel owner represents and warrants to each other that there are no mortgages or deeds of trust which encumber its respective Parcel as of the date hereof (other than the mortgage in favor of Bank Leumi USA which is referenced in the Consent and Subordination which is attached to this Amendment). Any mortgage affecting any portion of the Development shall 

at all times be subject and subordinate to the terms of this Amendment. The covenants and agreements set forth herein shall not be affected by any foreclosure or deed in lieu of foreclosure, and any person or entity, including but not limited to a mortgagee or beneficiary of a deed of trust, which hereafter acquires title to any portion of the Development shall be subject to the terms and provisions hereof.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Amendment to be executed as of the day and year first above written.

ALDI (INDIANA) L.P.

By Aldi (Indiana) LLC  
Its General Partner

By: Michael J. Jessen  
Michael J. Jessen  
Its Manager

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This Document is the property of the Lake County Recorder!

MILTON PROPERTY GROUP, L.L.C., an  
Indiana limited liability company

By: George D. Hanus  
George D. Hanus, President

This instrument prepared by:  
Todd A. Leeth  
Hoepner Wagner & Evans LLP  
103 Lincolnway  
Post Office Box 2357  
Valparaiso, Indiana 46384  
(219) 464-4961

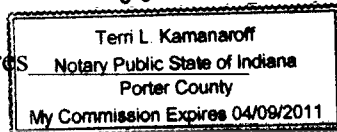


STATE OF Indiana )  
 ) SS.  
COUNTY OF Porter )

On this 14<sup>th</sup> day of April, 2008, before me a Notary Public within and for said County and State, personally appeared Michael J. Jessen, to me personally known, who being by me duly sworn did say that he is the Manager of Aldi (Indiana) LLC, the Indiana limited liability company executing the within and foregoing instrument on behalf and as the general partner of Aldi (Indiana) L.P., an Indiana limited partnership, that this instrument was signed on behalf of such company, as such general partner of such limited partnership, and that he, as such manager, acknowledged the execution of this instrument to be the voluntary act and deed of such company, as such general partner of such limited partnership, by it and by him voluntarily executed.

Terri L. Kamanaroff  
Notary Public

My Commission expires



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

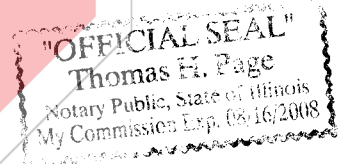
STATE OF Illinois )  
 ) SS.  
COUNTY OF Cook )

On this 15<sup>th</sup> day of April, 2008, before me a Notary Public within and for said County and State, personally appeared George D. Hanus, to me personally known, who being by me duly sworn did say that he is the President of Milton Property Group, L.L.C., the Indiana limited liability company executing the within and foregoing instrument, that this instrument was signed on behalf of such company and that he, as such officer, acknowledged the execution of this instrument to be the voluntary act and deed of such company by it and by him voluntarily executed.

Thomas H. Page  
Notary Public

My Commission expires: \_\_\_\_\_

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



I hereby affirm under penalties of perjury that I have taken reasonable care to redact each Social Security Number on this document, unless required by law.

Thomas H. Page

**LIST OF EXHIBITS TO FIRST AMENDMENT TO RECIPROCAL EASEMENT,  
MAINTENANCE AND USE RESTRICTION AGREEMENT**


Exhibit A	Aldi Parcel
Exhibit B	Milton Parcel
Exhibit C	Revised Milton Parcel
Exhibit D	Site Plan 



EXHIBIT A  
Aldi Parcel

Lot 1 in the Resubdivision of Lots 7, 8, 9, 12, 13, 14, and Outlot "A", Superior Corporate Center Phase 2, an Addition to the City of Crown Point, as per Plat thereof, recorded in Plat Book 102, page 16 on November 16, 2007 as document no. 2007 091090, in the Office of the Recorder of Lake County, Indiana.

Tax Key: 9-645-1



EXHIBIT B  
Milton Parcel

Lots 2, 3 and 4 in the Resubdivision of Lots 7, 8, 9, 12, 13, 14, and Outlot "A", Superior Corporate Center Phase 2, an Addition to the City of Crown Point, as per Plat thereof, recorded in Plat Book 102, page 16 on November 16, 2007 as document no. 2007 091090, in the Office of the Recorder of Lake County, Indiana

Part of Lot 5A in the Resubdivision of Lot 5 in the Resubdivision of Lots 7, 8, 9, 12, 13, 14, and Outlot "A", Superior Corporate Center Phase 2, an Addition to the City of Crown Point, as per Plat thereof, recorded in Plat Book 102, page 47 on February 12, 2008 as document no. 2008 010127, in the Office of the Recorder of Lake County, Indiana

Lot 10, Superior Corporate Center Phase 2, an Addition to the City of Crown Point, as per Plat thereof, recorded in Plat Book 99 page 39, and amended by Certificate of Correction relating to such Plat, recorded on August 2, 2007 as document no. 2007 063038, in the Office of the Recorder of Lake County, Indiana

Tax Keys: 9-645-2  
9-645-3  
9-645-4  
Part of 9-649-1  
9-620-4

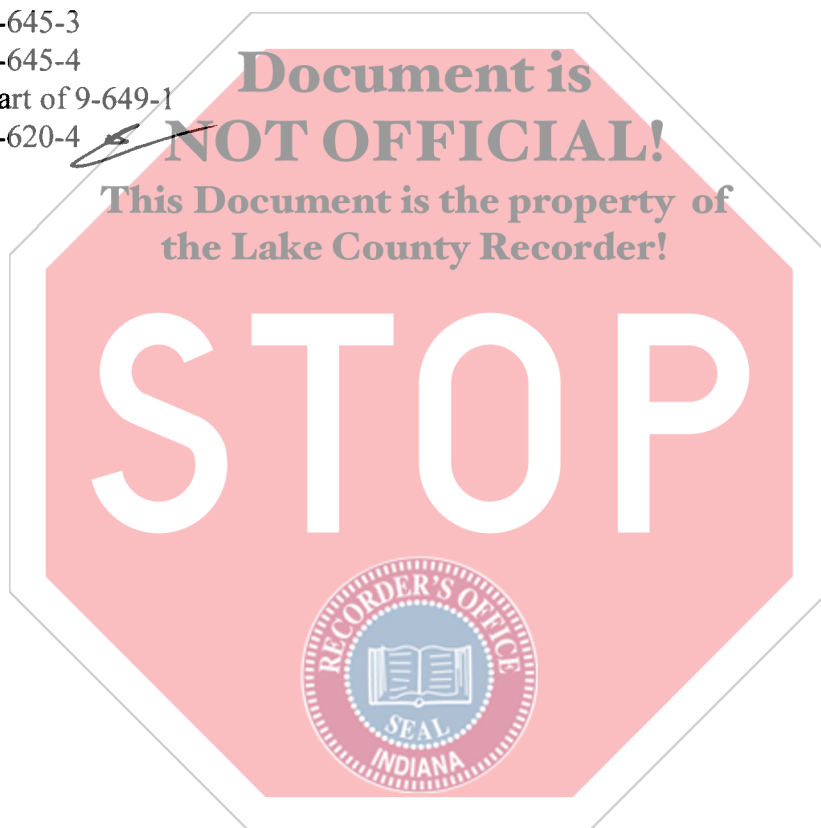




EXHIBIT C  
Revised Milton Parcel

Lots 2, 3 and 4 in the Resubdivision of Lots 7, 8, 9, 12, 13, 14, and Outlot "A", Superior Corporate Center Phase 2, an Addition to the City of Crown Point, as per Plat thereof, recorded in Plat Book 102, page 16 on November 16, 2007 as document no. 2007 091090, in the Office of the Recorder of Lake County, Indiana

Lots 5A and 5B in the Resubdivision of Lot 5 in the Resubdivision of Lots 7, 8, 9, 12, 13, 14, and Outlot "A", Superior Corporate Center Phase 2, an Addition to the City of Crown Point, as per Plat thereof, recorded in Plat Book 102, page 47 on February 12, 2008 as document no. 2008 010127, in the Office of the Recorder of Lake County, Indiana

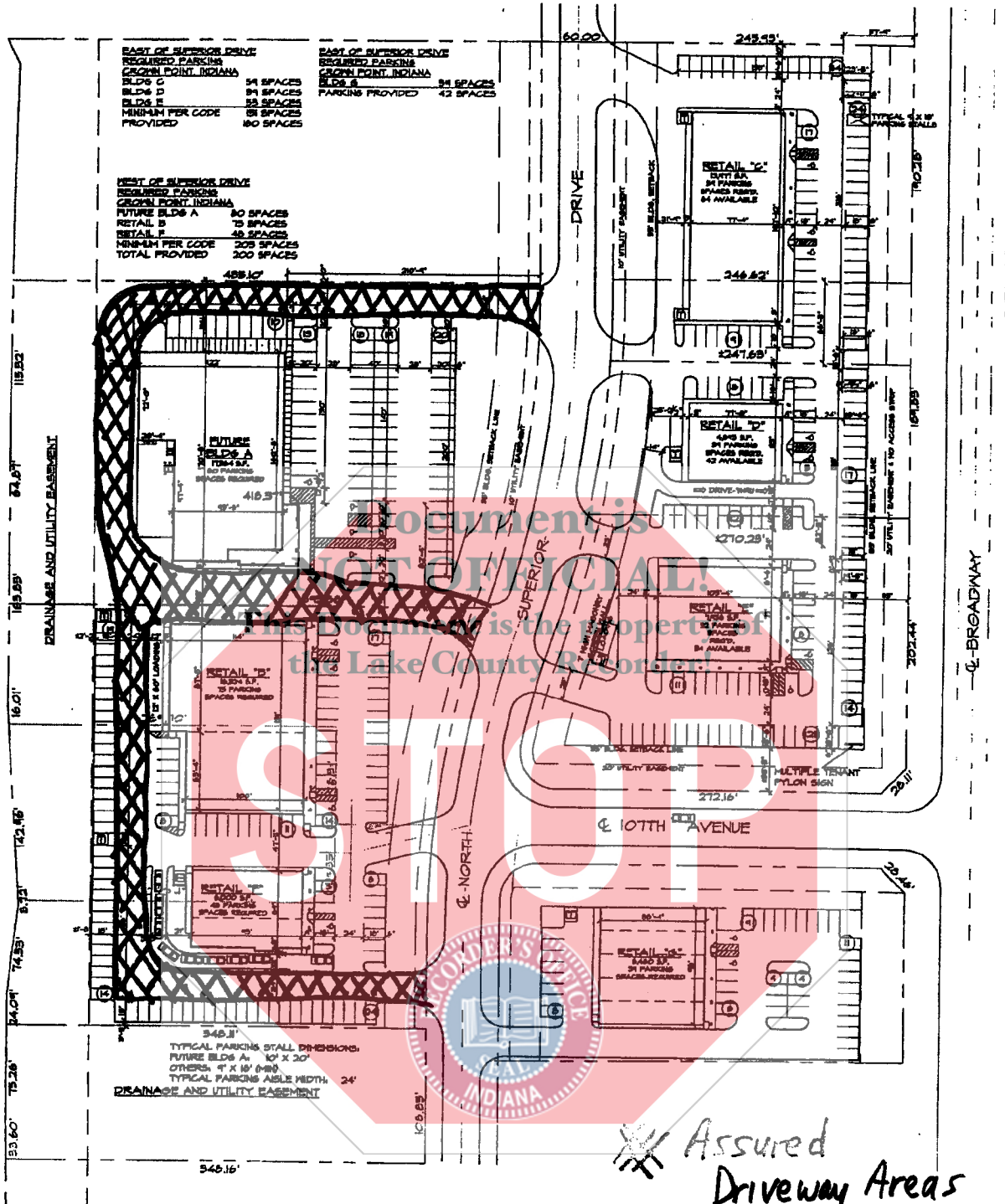
Lot 10, Superior Corporate Center Phase 2, an Addition to the City of Crown Point, as per Plat thereof, recorded in Plat Book 99 page 39, and amended by Certificate of Correction relating to such Plat, recorded on August 2, 2007 as document no. 2007 063038, in the Office of the Recorder of Lake County, Indiana

Tax Keys: 9-645-2  
9-645-3  
9-645-4  
9-649-1  
9-649-2  
9-620-4



# EXHIBIT D

## Site Plan ~~2~~



SITE PLAN STUDY  
 NORTH SUPERIOR DRIVE  
 @ 10TH AND BROADWAY  
 CROWN POINT, INDIANA  
 FOR  
 AETNA DEVELOPMENT

KMA PROJ. No. 0644 SITE 30-2 8/02/01  
 KMA & ASSOCIATES, INC. ARCHITECTS  
 1141 LAKE COOK ROAD SUITE F  
 DEERFIELD, ILLINOIS 60015-5235  
 (847)945-5869 FAX(847)945-0284



CONSENT AND SUBORDINATION

The undersigned, Bank Leumi USA ("Mortgagee"), as the holder of that certain Mortgage recorded on November 5, 2007 in the Office of the Recorder for Lake County, Indiana, as document no. 027007-198943 (the "Mortgage"), hereby consents to the foregoing First Amendment to Reciprocal Easement, Maintenance, and Use Restriction Agreement and the "REMURA" referenced therein (collectively, the "REMURA Document") and subordinates any and all liens and security interests held by it pursuant to the Mortgage or to any other security documents evidencing or securing the indebtedness secured by the Mortgage (including, without limitation, any assignment of leases and/or rents) to such REMURA Document.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent and Subordination as of the 9<sup>th</sup> day of June, 2008.

Bank Leumi USA

By: Aimee St. Pierre  
Its: Vice President

STATE OF IL  
COUNTY OF Cook

Document is  
NOT OFFICIAL!

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of June, 2008 by Aimee St. Pierre, as the V.P. of Bank Leumi USA, a N.Y. corporation, on behalf of such corporation.

Maria D. Gonzalez  
Notary Public

My Commission Expires July 13, 2009

County of Residence: Cook

