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STATE OF INDIANA
LAKE COUNTY
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2009 082019

2009 DEC 11 AM 8:38

MICHAEL A. BROWN
RECORDER

MEMORANDUM OF LEASE AGREEMENT

This Memorandum of Lease Agreement dated this 20th day of November, 2009, by and between BL Holdings, LLC, an Illinois limited liability Company, existing and organized under the laws of the State of Illinois with offices at 707 Skokie Boulevard, Suite 201, Northbrook, Illinois 60602 (hereinafter referred to as "Landlord"), and ALDI (INDIANA), L.P., a limited partnership organized and existing under the laws of the State of Indiana with offices at 197 E. Division Road, Valparaiso, Indiana 46383 ("Tenant").

WITNESSETH:

1. Landlord's predecessor and Tenant have entered into a certain Lease Agreement dated the 10th day of June, 2008 and amended by an Addendum to Lease Agreement dated the 10th day of June, 2008 (herein collectively referred to as the "Lease") for the following described real property referred to herein and in the Lease as the "Premises"):

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THAT PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN HAMMOND INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND CAPPED IRON ROD (1/2") AT THE EASTERLY-MOST CORNER OF LOT 1 IN JRP ADDITION TO THE CITY OF HAMMOND, INDIANA, AS PLATTED AND RECORDED IN LAKE COUNTY INDIANA AS DOCUMENT NUMBER 2007083186; THENCE ALONG THE NORTHEASTERLY PROLONGATION OF THE SOUTHEASTERLY LINE OF SAID LOT 1, SAID LINE BEING ALSO THE NORTHERLY LINE OF AN EXISTING 60-FOOT EASEMENT FOR INGRESS-EGRESS PER DOCUMENT NUMBERS 97045436 AND 2003101917 AS SHOWN ON SAID JRP ADDITION, NORTH 53 DEGREES 48 MINUTES 23 SECONDS EAST (ASSUMED BEARING BEING THE BASIS FOR THIS DESCRIPTION), A DISTANCE OF 559.86 FEET TO A FOUND IRON ROD (1/2"); THENCE SOUTH 36 DEGREES 11 MINUTES 37 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE NORTHERLY-MOST CORNER OF LAND DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED APRIL 25, 2007 AS DOCUMENT NUMBER 2007 038808; THENCE ALONG THE NORTHERLY LINE OF SAID PROPERTY SOUTH 35 DEGREES 19 MINUTES ~~30~~

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SECONDS EAST, A DISTANCE OF 19.37 FEET; THENCE SOUTH 53 DEGREES 53 MINUTES 52 SECONDS WEST, A DISTANCE OF 47.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 36 DEGREES 06 MINUTES 08 SECONDS EAST, A DISTANCE OF 112.00 FEET; THENCE SOUTH 53 DEGREES 53 MINUTES 52 SECONDS WEST, A DISTANCE OF 253.86 FEET; THENCE NORTH 36 DEGREES 06 MINUTES 08 SECONDS WEST, A DISTANCE OF 112.00 FEET; THENCE NORTH 53 DEGREES 53 MINUTES 52 SECONDS EAST, A DISTANCE OF 253.86 FEET TO THE POINT OF BEGINNING, CONTAINING 0.65 ACRES OF LAND, MORE OR LESS, ALL IN HAMMOND INDIANA.

Commonly known as 7849 Indianapolis Blvd., Hammond, Indiana.

2. The term of the Lease is for 15 years commencing on June 10, 2008 and continuing until the 9th day of June, 2023. Tenant enjoys an option to renew and extend the tenancy created by the Lease for five (5) additional successive five (5) year periods.

3. The Lease provides that the Premises shall be used solely for the operation of a limited selection retail grocery store having as its principal purpose of the sale of the following food items: groceries, meats, produce, frozen foods, dairy products, fruit, soda, bakery goods, delicatessen items, prepared foods, and general merchandise now or hereafter offered for sale in at least a majority of the limited selection full price retail grocery supermarkets operated by Tenant and Tenant's affiliates operated under the same trade name as the Premises (the "Permitted Use").

4. The Lease provides that, in the event Tenant is operating in the entire leased premises, the Permitted Use, then:

Landlord shall not lease any space in the Shopping Center for use, or permit any occupant to use any space in the Shopping Center, as its primary business, as a retail grocery supermarket; as used herein, the term "retail grocery supermarket" shall mean an operation in which at least a majority of the following food products are held for sale at retail: groceries, meats, produce, frozen foods, dairy products, fruit, soda, bakery goods, delicatessen items; however, Landlord shall have the right to lease space in the Shopping Center to (I) a department store who may use an "incidental" portion of its leased premises for the sale of food and/or beverage products, (ii) to other tenants or occupants that sell food and/or beverages to be consumed primarily within their premises, (iii) to other tenants who may use an "incidental" portion of their leased premises for the sale of ice cream, yogurt, frozen

beverages, coffee, tea, candy, nuts, popcorn, pretzels, so-called health and natural foods, donuts, cookies, sandwiches, and other similar snacks, beverages or fast food offerings, (iv) Cermak Produce Incorporated, their successors and assigns, and (v) a national drug store chain such as, for example only, Walgreen's, CVS, Osco, or Rite Aid Drugs. For purposes of the foregoing restriction, the term "incidental" shall mean ten percent (10%) or less of such tenant's gross leasable area.

The foregoing exclusive right shall not apply to (i) Kerasotes Showplace Theaters, LLC or any tenants or occupants under any lease or occupancy agreement entered into prior to the date of Tenant's execution of this lease, or any extensions or renewals thereof, (ii) any tenants or occupants permitted to assume any lease or occupancy agreement existing as of the date of Landlord's execution of this Lease, or to operate the exclusive use by the order of a court or other governmental authority with jurisdiction, and (iii) any affiliate of Tenant.

The Shopping Center is described on Exhibit "A" attached hereto and incorporated herein.

5. The Lease further provides for certain rights and obligations of the Tenant relating to the use of four (4) parking spaces within the Shopping Center. This Controlled Access Property is governed by Section 33.5 of the Lease:

Tenant shall have the right, to the extent permitted under applicable federal, state and local statute, ordinance, code or other law, to prohibit commercial or charitable solicitation, advertising, dissemination of handbills or picketing in the parking areas in the Shopping Center; provided that such action is (a) targeted at Tenant's business or labor practices, and (b) in any way impedes or interferes with Tenant's use and enjoyment of the leased premises or access thereto. Additionally, Tenant shall have the responsibility, to the extent permitted under applicable federal, state and local statute, ordinance, code or other law, to prohibit commercial or charitable solicitation, advertising, dissemination of handbills or picketing in the parking areas in the Shopping Center; provided that such action is

targeted at Tenant's business or labor practices. If Tenant is required by law to permit picketing or hand billing, then such activity will be permitted only in the area designated as "Controlled Access Property" (hereinafter "CAP") on the Site Plan attached hereto as Exhibit A, which CAP shall consist of four (4) parking spaces, and then for no more than ten (10) consecutive days and no more often than twice during the Term of this lease (including any Optional Extension Periods), except as otherwise required by law.

6. Landlord and Tenant agree to this Memorandum of Lease Agreement for the purpose of placing the parties interests in the Lease in the public records of Lake County, Indiana ~~KS~~

IN WITNESS WHEREOF, Landlord and Tenant have hereunto subscribed their names the day and year first above written.

BL HOLDINGS, LLC, an
Illinois limited
liability company

By: _____

Manager

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NOT OFFICIAL!
This Document is held by
the Lake County Recorder!

ALDI (INDIANA), L.P.

By: Aldi (Indiana) LLC

Its General Partner

By: _____

Michael J. Jessen
Michael J. Jessen, Manager



STATE OF ILLINOIS)
)
COUNTY OF COOK) SS:

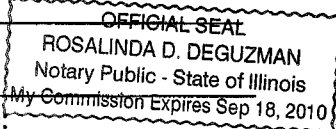
Before me, the undersigned, a Notary Public for Cook County, State of ~~Indiana~~ ^{Illinois}, personally appeared George Markopoulos as Manager of BL Holdings, LLC and being first duly sworn by me upon oath, says that the facts alleged in the foregoing instrument are true. Signed and sealed this 20th day of November, 2009.

My Commission Expires: _____

[Signature]
Notary Public

Printed: _____

County of Residence: _____



STATE OF INDIANA)
)
COUNTY OF PORTER) SS:

Before me, the undersigned, a Notary Public for Porter County, State of Indiana, personally appeared Michael J. Jessen as Manager of Aldi (Indiana), L.P. by Aldi (Indiana) LLC its General Partner and being first duly sworn by me upon oath, says that the facts alleged in the foregoing instrument are true. Signed and sealed this 9 day of December, 2009.

My Commission Expires: _____

[Signature]
Notary Public

Printed: _____

County of Residence: _____



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Todd A. Leeth

This Instrument Prepared By:
Todd A. Leeth
Hoeppner Wagner & Evans LLP
103 E. Lincolnway
P.O. Box 2357
Valparaiso, IN 46384
2190464-4961

November 19, 2009 X:\Aldi 6307\Hammond Lease 166\Documents\Memorandum of Lease 2009-11-19.wpd

EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

PARCEL 1:

THAT PART OF THE EAST HALF OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN AND PART OF THE WEST HALF OF SECTION 16, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF INDIANAPOLIS BOULEVARD 973.10 FEET NORTHWESTERLY OF THE THREAD OF THE STREAM OF THE LITTLE CALUMET RIVER (LOCATED AND DESCRIBED IN DOCUMENT NO. 481268 AND RECORDED MAY 13, 1963) AS MEASURED ALONG THE EAST LINE OF SAID INDIANAPOLIS BOULEVARD (SAID EAST LINE OF INDIANAPOLIS BOULEVARD HAVING A BEARING AND DISTANCE FROM THE THREAD OF THE STREAM OF NORTH 35 DEGREES 12 MINUTES 30 SECONDS WEST, AT A DISTANCE OF 553.10 AND NORTH 37 DEGREES 21 MINUTES WEST, AT A DISTANCE OF 420.0 FEET); SAID POINT ALSO BEING 60.0 FEET SOUTH 37 DEGREES 21 MINUTES EAST OF STATION 71 PLUS 80 OF LINE AA (+80.87 FEET) AS RECORDED IN INDIANA STATE HIGHWAY COMMISSION RIGHT OF WAY GRANT DOCUMENT NO. 457419 AND IN BOOK 608, PAGE 473 AND AS MEASURED ALONG SAID EAST LINE OF INDIANAPOLIS BOULEVARD; THENCE NORTH 52 DEGREES 39 MINUTES EAST, A DISTANCE OF 840.0 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 36 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 1103 FEET; THENCE NORTH 53 DEGREES 31 MINUTES 01 SECONDS EAST, A DISTANCE OF 101.26 FEET TO A POINT ON THE EAST LINE OF SECTION 17 AND THE WEST LINE OF SECTION 16; THENCE CONTINUING NORTH 53 DEGREES 31 MINUTES 01 SECONDS EAST, A DISTANCE OF 404.66; THENCE NORTH 36 DEGREES 28 MINUTES 59 SECONDS WEST, 319.00 FEET; THENCE NORTH 53 DEGREES 31 MINUTES 01 SECONDS EAST, 64.00 FEET; THENCE NORTH 36 DEGREES 28 MINUTES 59 SECONDS WEST 561.87 FEET TO A POINT ON CURVE NO. 1, HAVING A RADIUS OF 1050.00 FEET; THENCE WESTERLY ALONG SAID CURVE AN ARC DISTANCE OF 378.65 FEET, SAID CURVE HAVING A CHORD BEARING OF SOUTH 76 DEGREES 06 MINUTES 13 SECONDS WEST AND A CHORD LENGTH OF 376.60 FEET; TO A POINT OF CURVE NO. 2 SAID CURVE NO. 2 HAVING A RADIUS OF 200.00 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE NO. 2, A DISTANCE OF 186.75 FEET TO THE P. T. OF CURVE NO. 2; THENCE SOUTH 52 DEGREES 39 MINUTES WEST, A DISTANCE OF 60.0 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 (AMONG OTHER LAND) AS CREATED BY GRANT OF EASEMENT DATED MARCH 17, 1969 AND RECORDED MAY 1, 1969, AS DOCUMENT NO. 14765, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE LAND DESCRIBED AS FOLLOWS:

PART OF THE EAST HALF OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF INDIANAPOLIS BOULEVARD 913.00 FEET NORTHWESTERLY OF THE THREAD OF THE STREAM OF THE LITTLE CALUMET RIVER (LOCATED AND DESCRIBED IN DOCUMENT NO. 481268)

481268 RECORDED ON MAY 13, 1963) AS MEASURED ALONG THE EAST LINE OF SAID INDIANAPOLIS BOULEVARD (SAID EAST LINE OF INDIANAPOLIS BOULEVARD HAVING A BEARING AND DISTANCE FROM THE THREAD OF THE STREAM OF NORTH 35 DEGREES 12 MINUTES 30 SECONDS WEST, AT A DISTANCE OF 553.10 FEET AND NORTH 37 DEGREES 21 MINUTES WEST, AT A DISTANCE OF 360.00 FEET); SAID POINT BEING 120.00 FEET SOUTH 37 DEGREES 21 MINUTES EAST OF STATION 71+80 OF LINE AA (+80.87 FEET) AS RECORDED IN INDIANA STATE HIGHWAY COMMISSION RIGHT OF WAY GRANT RECORDED MARCH 18, 1950, AS DOCUMENT NO. 457419 AND IN BOOK 608, PAGE 473) AND AS MEASURED ALONG SAID EAST LINE OF INDIANAPOLIS BOULEVARD; THENCE NORTH 37 DEGREES 21 MINUTES WEST ALONG SAID EAST LINE A DISTANCE OF 60 FEET; THENCE NORTH 52 DEGREES 39 MINUTES EAST, A DISTANCE OF 840 FEET; THENCE SOUTH 36 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 60 FEET; THENCE SOUTH 52 DEGREES 39 MINUTES WEST, 840 FEET TO THE PLACE OF BEGINNING.

PARCEL 3:

A 40 FOOT EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY EASEMENT AGREEMENT DATED NOVEMBER 25, 1985 AND RECORDED DECEMBER 20, 1985 AS DOCUMENT NO. 833951 IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, FOR THE PURPOSE OF INGRESS AND EGRESS OVER THE LAND DESCRIBED AS FOLLOWS:

PART OF THE EAST HALF OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF HAMMOND, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE EAST LINE OF INDIANAPOLIS BOULEVARD 913.00 FEET NORTHWESTERLY OF THE THREAD OF THE STREAM OF THE LITTLE CALUMET RIVER (LOCATED AND DESCRIBED IN DOCUMENT NO. 481268 RECORDED ON MAY 13, 1963) AS MEASURED ALONG THE EAST LINE OF SAID INDIANAPOLIS BOULEVARD (SAID EAST LINE OF INDIANAPOLIS BOULEVARD HAVING A BEARING AND DISTANCE FROM THE THREAD OF THE STREAM OF NORTH 35 DEGREES 12 MINUTES 30 SECONDS WEST, AT A DISTANCE OF 553.10 FEET AND NORTH 37 DEGREES 21 MINUTES WEST, AT A DISTANCE OF 360.00 FEET); SAID POINT BEING 120.00 FEET SOUTH 37 DEGREES 21 MINUTES EAST OF STATION 71+ 80 OF LINE AA (+80.87 FEET) AS RECORDED IN INDIANA STATE HIGHWAY COMMISSION RIGHT OF WAY GRANT RECORDED MARCH 18, 1950, AS DOCUMENT NO. 457419 AND IN BOOK 608, PAGE 473) AND AS MEASURED ALONG SAID EAST LINE OF INDIANAPOLIS BOULEVARD; THENCE NORTH 37 DEGREES 21 MINUTES WEST ALONG SAID EAST LINE A DISTANCE OF 60 FEET; THENCE NORTH 52 DEGREES 39 MINUTES EAST, A DISTANCE OF 840 FEET; THENCE SOUTH 36 DEGREES 28 MINUTES 59 SECONDS EAST, A DISTANCE OF 60 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 36 DEGREES 28 MINUTES 59 SECONDS EAST, 943.0 FEET; THENCE SOUTH 53 DEGREES 31 MINUTES 01 SECONDS WEST, 40.0 FEET; THENCE NORTH 36 DEGREES 28 MINUTES 59 SECONDS WEST, 943.0 FEET; THENCE NORTH 53 DEGREES 31 MINUTES 01 SECOND EAST, 40.0 FEET TO THE POINT OF BEGINNING. ~~AA~~



PARCEL 4:

THAT PART OF SOUTHEAST ¼ SECTION 17, TOWNSHIP 36 NORTH RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN HAMMOND, DESCRIBED AS FOLLOWS; COMMENCING ON THE EAST LINE OF INDIANAPOLIS BOULEVARD 313.10 FEET NORTHWESTERLY OF THE THREAD OF THE STREAM OF THE LITTLE CALUMET RIVER LOCATED AND DESCRIBED IN DOCUMENT 481268 RECORDED MAY 13, 1963 AS MEASURED ALONG SAID EAST LINE, SAID EAST LINE HAVING A BEARING OF NORTH 35 DEGREES 12 MINUTES 30 SECONDS WEST; THENCE CONTINUING NORTH 35 DEGREES 12 MINUTES 30 SECONDS WEST ALONG SAID EAST LINE 240 FEET; THENCE NORTH 37 DEGREES 21 MINUTES WEST 360 FEET; THENCE NORTH 52 DEGREES 39 MINUTES EAST 800 FEET; THENCE SOUTH 36 DEGREES 28 MINUTES 59 SECONDS EAST 630 FEET; THENCE SOUTH 54 DEGREES 48 MINUTES 21 SECONDS WEST 800 FEET TO THE PLACE OF BEGINNING; EXCEPT THEREFROM THAT PART CONVEYED TO THE STATE OF INDIANA IN A DEED RECORDED NOVEMBER 6, 1995 AS DOCUMENT NO. 95067542. TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND ACROSS THAT PART OF THE SOUTHEAST ¼ OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN HAMMOND, DESCRIBED AS FOLLOWS: COMMENCING ON THE EAST LINE OF INDIANAPOLIS BLVD. 913.10 FEET NORTHWESTERLY OF THE THREAD OF THE STREAM OF THE LITTLE CALUMET RIVER LOCATED AND DESCRIBED IN DOCUMENT NO. 481268 RECORDED MAY 13, 1963 AS MEASURED ALONG SAID EAST LINES SAID EAST LINES HAVING A BEARING OF NORTH 35 DEGREES 12 MINUTES 30 SECONDS WEST AND NORTH 37 DEGREES 21 MINUTES WEST; THENCE NORTH 37 DEGREES 21 MINUTES WEST ALONG SAID EAST LINE 60 FEET THENCE NORTH 52 DEGREES 39 MINUTES EAST 800 FEET; THENCE SOUTH 36 DEGREES 28 MINUTES 59 SECONDS EAST 60 FEET; THENCE SOUTH 52 DEGREES 39 MINUTES WEST 800 FEET TO THE PLACE OF BEGINNING.

SUBJECT TO THE FOLLOWING PERMITTED EXCEPTIONS: ~~None~~

