

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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2019 JUN 12 AM 10:27

MICHAEL B. BROWN
RECORDER

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE CO.
NATIONAL COMMERCIAL SERVICES
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**AMENDED AND RESTATED
MEMORANDUM OF LEASE AGREEMENT**

This Memorandum of Lease Agreement dated this 25 day of April, 2019, by and between DPM HAMMOND SHOPPING CENTER, LLC, a Delaware limited liability company, with offices at 22815 Ventura Blvd., Suite 310, Woodland Hills, CA 91364. (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 real property referred to herein and in the Lease as the "Premises" which can now be described as a portion of the following real estate:

LOT 1 IN GATEWAY PROMENADE FIRST ADDITION TO THE CITY OF HAMMOND, BEING A SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 17, TOWNSHIP 36 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 30, 2009 AS DOCUMENT 2009-020214, IN LAKE COUNTY, INDIANA.

Commonly known as 7925 Indianapolis Blvd., Hammond, Indiana.

2. The Landlord and Tenant have established the Rent Commencement Date as January 4, 2010.

3. The term of the Lease shall extend and continue to January 31, 2025. Tenant enjoys an option to renew and extend the tenancy created by the Lease for five (5) additional successive five (5) year periods.

4. 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

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

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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").

5. 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.

6. 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.


7. 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.

8. The purpose of this Amended and Restated Memorandum of Lease is to correct certain dates set forth in that certain Memorandum of Lease made by the parties hereto dated November 20, 2009 and recorded December 11, 2009 as Document No. 2009-082019 in the office of the Recorder of Lake County, Indiana.

9. This Amended and Restated Memorandum of Lease may be executed by the undersigned parties in one or more counterparts and by and through duplicate fax or electronic mail copies, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

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

DPM HAMMOND SHOPPING CENTER, LLC, a
Delaware limited liability company

By: 
Name:
Title:

STATE OF)
)
COUNTY OF) SS:

Before me, the undersigned, a Notary Public for _____ County, State of _____,
personally appeared _____ as the _____ of
DPM HAMMOND SHOPPING CENTER, LLC, a Delaware limited liability company and being
first duly sworn by me upon oath, says that the facts alleged in the foregoing instrument are true. Signed
and sealed this ___ day of _____, 20__.

My Commission Expires:

Notary Public
Printed: _____
County of Residence: _____

*See CA Attachment
#213.
○ Acknowledgement
○ Jurat*

*See CA Attachment
#2133337
✓ Acknowledgement
○ Jurat*

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

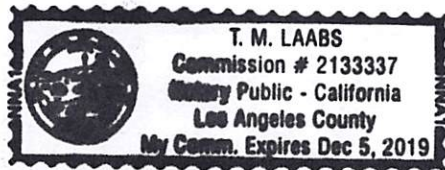
On April 25, 2019 before me, T.M. LAABS - Notary
(insert name and title of the officer)

personally appeared David Frank
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature T.M. Laabs (Seal)



ALDI (INDIANA), L.P.
By: Aldi (Indiana) LLC
Its General Partner

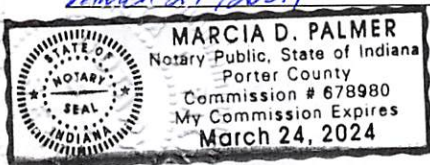
By: *[Signature]*
David Zalunardo, Manager

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Before me, the undersigned, a Notary Public for Porter County, State of Indiana, personally appeared David Zalunardo 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 1 day of April, 2019.

My Commission Expires:
March 24, 2024

Marcia D. Palmer
Notary Public
Printed: *Marcia D. Palmer*
County of Residence: *Porter*



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
Hoepfner Wagner & Evans LLP
103 E. Lincolnway
Valparaiso, Indiana 46383

