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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 07/06/2012 01:04 PM Pg: 1 of 6

This instrument was prepared by:

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Much Shelist Denenberg Ament &  
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191 North Wacker Drive, Suite 1800  
Chicago, Illinois 60606

File No. \_\_\_\_\_

6 & ct  
FIRST AMERICAN  
File # 50110/50129

M.G.R. TITLE

## MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made as of the 2nd day of July, 2012, by and between **BRADFORD HARWOOD HEIGHTS 2 LLC**, an Illinois limited liability company ("Landlord"), and **ROUNDY'S SUPERMARKETS, INC.**, a Wisconsin corporation ("Tenant").

Pursuant to a Lease dated January 30, 2012 by and between Landlord and Tenant (the "Lease"), and incorporated herein by this reference, Landlord has leased to Tenant, commencing on the date set forth in Section 1(b) of the Lease ("**Commencement Date**") and ending on December 31st of the 20th full calendar year following the Commencement Date, the Leased Premises located in the Village of Harwood Heights, County of Cook, State of Illinois, which Leased Premises is legally described as set forth in **Exhibit A** attached hereto and made a part hereof. Landlord has also granted to Tenant the option to extend the term of the Lease for four (4) consecutive terms of five (5) years each upon the expiration of the initial term thereof.

It is understood that the purpose of this instrument is to create of record a leasehold estate, the terms and conditions of which, other than as the same are set forth herein, are

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contained in the Lease referred to above, which said Lease and any and all amendments thereto are, by this reference, made a part hereof the same as if fully rewritten herein.

Pursuant to Section 4(a) of the Lease, Tenant may use the building to be constructed on the Leased Premises for a retail grocery supermarket and/or liquor store having as its principal purpose the sale of food and related items, including, but not limited to, groceries, meats, produce, frozen foods, dairy products, fruit, liquor, beer, wine, soda, tobacco products, bakery goods, delicatessen items, pharmaceutical items, flowers and floral products, prepared foods, snack bar and general merchandise now or hereafter offered for sale in competing retail grocery supermarkets, and/or for any other lawful retail purpose, except as otherwise set forth in the Lease. Landlord acknowledges that Tenant also has the right to install or cause to be installed an automated teller machine in such building.

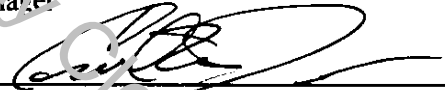
This Memorandum of Lease may be executed in counterparts, all of which evidence only one agreement and only one of which need be produced for any purpose, which, when assembled and taken together, is to be regarded as a single agreement.

**IN WITNESS WHEREOF**, this Memorandum of Lease has been executed as of the day and year first above written.

**LANDLORD:**

**BRADFORD HARWOOD HEIGHTS 2 LLC**, an Illinois limited liability company

By: Bradford Real Estate Services Corp.,  
its Manager

By:   
Name: CHAD W. JONES  
Its: TREASURER

**TENANT:**

**ROUNDY'S SUPERMARKETS, INC.**, a Wisconsin corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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contained in the Lease referred to above, which said Lease and any and all amendments thereto are, by this reference, made a part hereof the same as if fully rewritten herein.

Pursuant to Section 4(a) of the Lease, Tenant may use the building to be constructed on the Leased Premises for a retail grocery supermarket and/or liquor store having as its principal purpose the sale of food and related items, including, but not limited to, groceries, meats, produce, frozen foods, dairy products, fruit, liquor, beer, wine, soda, tobacco products, bakery goods, delicatessen items, pharmaceutical items, flowers and floral products, prepared foods, snack bar, and general merchandise now or hereafter offered for sale in competing retail grocery supermarkets and/or for any other lawful retail purpose, except as otherwise set forth in the Lease. Landlord acknowledges that Tenant also has the right to install or cause to be installed an automated teller machine in such building.

This Memorandum of Lease may be executed in counterparts, all of which evidence only one agreement and only one of which need be produced for any purpose, which, when assembled and taken together, is to be regarded as a single agreement.

**IN WITNESS WHEREOF**, this Memorandum of Lease has been executed as of the day and year first above written.

**LANDLORD:**

**BRADFORD HARWOOD HEIGHTS 2 LLC**, an Illinois limited liability company

By: Bradford Real Estate Services Corp.,  
its Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**TENANT:**

**ROUNDY'S SUPERMARKETS, INC.**, a Wisconsin corporation

By: Edward A. Kitz  
Name: Edward A. Kitz  
Its: Group VP - Legal, Risk & Treasury

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STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

I, Ashley Lis, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that CHAD JONES, as TRUSTEE of Bradford Real Estate, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_ of said limited liability company, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 2<sup>nd</sup> day of July, 2012.



[Signature]  
Notary Public

STATE OF WISCONSIN )

COUNTY OF MILWAUKEE )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012, the above-named \_\_\_\_\_ to me known to be the \_\_\_\_\_ of ROUNDY'S SUPERMARKETS, INC. and to me known to be the officer of said Corporation who executed the foregoing instrument and acknowledged the same as the deed of said Corporation.

\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission: \_\_\_\_\_

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STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such \_\_\_\_\_ of said limited liability company, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her own free and voluntary act and as the free and voluntary act of said limited liability company for the uses and purposes therein set forth.

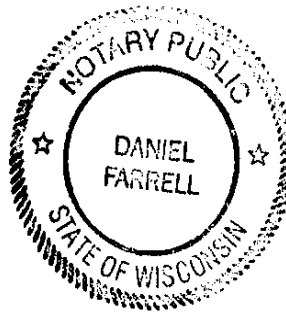
GIVEN under my hand and notarial seal this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

STATE OF WISCONSIN        )  
  ) ss.  
COUNTY OF MILWAUKEE    )

Personally came before me this 2 day of July, 2012, the above-named Edward G. Kitz to me known to be the Group V.P. of ROUNDY'S SUPERMARKETS, INC. and to me known to be the officer of said Corporation who executed the foregoing instrument and acknowledged the same as the deed of said Corporation.

Daniel Farrell  
Daniel Farrell  
Notary Public, State of Wisconsin  
My Commission: 1-10-2010



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## EXHIBIT A

### LEGAL DESCRIPTION OF LEASED PREMISES

#### PARCEL 1:

LOTS 6, 7 AND THE NORTH HALF OF LOT 8 IN KLEFSTAD'S INDUSTRIAL ADDITION TO HARWOOD HEIGHTS, A SUBDIVISION IN THE NORTH EAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN,

#### PARCEL 2:

LOTS 13 AND 14 IN BLOCK 1 AND THAT PART OF LOTS 15 TO 18 IN SAID BLOCK 1, LYING NORTH OF A LINE DRAWN FROM A POINT IN THE EAST LINE OF SAID LOT 15, WHICH IS 47.80 FEET SOUTH OF THE NORTH EAST CORNER OF SAID LOT 15 TO A POINT IN THE WEST LINE OF SAID LOT 18, WHICH IS 42.60 FEET SOUTH OF THE NORTH WEST CORNER OF SAID LOT 18, TOGETHER WITH THE EAST AND WEST VACATED 20 FOOT PUBLIC ALLEY IN SAID BLOCK 1 LYING SOUTH OF AND ADJOINING THE SOUTH LINE OF SAID LOT 14 AND THE SOUTH LINE OF SAID LOT 14, EXTENDED EAST TO THE EAST LINE OF SAID BLOCK 1 AND LYING NORTH OF AND ADJOINING THE NORTH LINE OF SAID LOTS 15 TO 18 AND THAT PART OF THE VACATED NORTH AND SOUTH PUBLIC ALLEY IN SAID BLOCK 1, LYING EAST OF AND ADJOINING THE EAST LINE OF LOTS 13 AND 14 AFORESAID ALL IN LAWRENCE LAWN'S ADDITION, BEING A SUBDIVISION OF THE SOUTH HALF OF THE NORTH HALF OF THE EAST HALF OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER AND OF THE NORTH HALF OF THE WEST 10 ACRES OF THE EAST HALF OF THE WEST HALF OF THE NORTH EAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

#### PARCEL 3

THE SOUTH HALF OF LOT 8 AND THE NORTH 112 FEET OF LOT 9 IN KLEFSTAD'S INDUSTRIAL ADDITION TO HARWOOD HEIGHTS, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS