

#4-6000  
R-61077

Winston & Strawn  
35 W. Wacker Dr  
Chicago, Ill 60601  
attn: Sandra Haines

098880

SFSCHIND - April, 1990  
(Construction by Tenant of  
Omni Bldg. - Progress Payment)

**FILED**

APR 30 1990

**INDENTURE OF LEASE  
(SHORT FORM)**

*Anna N. Anton*  
AUDITOR LAKE COUNTY

THIS INDENTURE OF LEASE made and entered into as of this 12th day of April, 1990, by and between LAKE COUNTY TRUST COMPANY, as Trustee under Trust No. 4025 (herein called "Landlord"), and OMNI SUPERSTORES OF INDIANA, INC., an Indiana corporation, (herein called "Tenant").

WITNESSETH: That

WHEREAS, Landlord is the owner of a parcel of real property (herein called the "Landlord Parcel"), legally described in Exhibit A-2 attached hereto and made a part hereof, commonly known as northeast corner of U.S. Route 41 and U.S. Route 30, Schererville, Indiana, and proposes to develop or cause to be developed upon the Landlord Parcel buildings and other improvements constituting a modern shopping center (herein called the "Landlord Center"), in accordance with the development plan (herein called the "Site Plan") attached to that certain Long Form of Lease dated April 12, 1990, as Exhibit B.

This Document is the property of

WHEREAS, WAL-MART STORES, INC., a Delaware corporation, (herein called "Mart") is the owner of a parcel of property (herein called "Mart Parcel"), legally described in Exhibit A-1 attached hereto and made a part hereof which adjoins the Landlord's Parcel and proposes to develop or cause to be developed upon the Mart Parcel a building and other improvements (herein called "Mart Center") in accordance with the Site Plan.

WHEREAS, Landlord and Mart desire that the Landlord Parcel and the Mart Parcel (hereinafter called "Shopping Center Parcel") be developed with buildings and other improvements in conjunction with each other so that the Landlord Center and Mart Center shall constitute an integrated shopping center (herein called "Shopping Center"), which is legally described on Exhibit A attached hereto and made a part hereof.

WHEREAS, Landlord desires to let and lease unto Tenant, and Tenant is willing to lease and hire from Landlord a portion of the Landlord Parcel, outlined in red, on Exhibit B (herein called the "Omni Parcel"), upon which shall be constructed a store building and related improvements (herein called the "Omni Building"); and the Omni Parcel, together with the Omni Building being herein called the "Premises" together with the benefit of any and all easements, appurtenances, rights and privileges now or hereafter belonging thereto, all for the term, upon the rentals and subject to the terms, provisions, conditions and agreements in that certain Long Form Lease.

NOW, THEREFORE, in consideration of the foregoing and of the mutual agreements herein contained, and for \$10 and other good and valuable considerations in hand paid by each party hereto to the other, the receipt and sufficiency of all of which is hereby acknowledged, Landlord and Tenant hereby agree as follows:

Agreement of Lease. Landlord hereby leases and lets unto Tenant, and Tenant hereby takes, leases and hires from Landlord, the Omni Parcel together with the Omni Building to be constructed thereon as hereinafter provided, and together with all appurtenances and rights hereinafter granted with respect to the

CHICAGO TITLE INSURANCE COMPANY  
INDIANA DIVISION

STATE OF INDIANA/S.S. NO.  
LAKE COUNTY

001816  
28.05

Common Areas (as hereinafter defined), all for the Term, upon the rentals and subject to all of the terms, provisions and conditions in that certain Long Form Lease.

Initial Term. The Initial Term of this Lease (herein called the "Initial Term") shall commence on the Commencement Date, as defined in that certain Long Form Lease and shall continue thereafter until the last day of the 20th Lease Year, as defined in that certain Long Form Lease.

Extended Terms. The Term of this Lease shall be automatically extended for four (4) consecutive periods of five years each (herein generally called the "Extended Terms"), the first such Extended Term commencing immediately following the expiration of the Initial Term and each successive Extended Term commencing following the expiration of the preceding Extended Term, all upon the same terms, provisions and conditions prevailing during the Initial Term, including, without limitation, the rentals reserved herein.

Termination of the Term. The Initial Term and any Extended Term may be terminated:

(a) Pursuant to any provision or right of termination elsewhere set forth in the Long Form Lease, or

(b) By Tenant at the end of the Initial Term or at the end of any Extended Term upon written notice to Landlord given at least 180 days prior to the expiration of the Initial Term or Extended Term, as the case may be.

Definition of Common Areas. Subject to the provisions of Subparagraph 1(b) and (c) of the Cross Easement Agreement, the sidewalks, driveways, parking areas, ramps, service areas (including loading and unloading facilities), Shopping Center signs, mall, public restrooms, recreation areas, landscaping, walkways, aisles, driveways for ingress and egress to and from the Shopping Center, buildings, and other facilities of the Shopping Center designed for use by all occupants of the Shopping Center, as shown on the Site Plan, are herein together referred to as the "Common Areas".

Tenant's Right to Use. Subject to the provisions of the of the Cross Easement Agreement, Landlord hereby grants to Tenant, its employees, customers, agents and invitees, without charge, a non-exclusive perpetual easement for the life of the Lease and the right to the free and unrestricted use, in common with others having business in the Shopping Center of all of the Common Areas and the exclusive easement and right to use that portion of the service areas, including loading and unloading facilities, designed for use with the Premises. Nothing under this Section shall abrogate Tenant's liability for payment of Common Area Maintenance Costs:

Exclusive Use. (a) As long as fifty percent (50%) or more of the Premises are used or are to be used as a food store or supermarket, or Dominick's or Omni type supermarket, Landlord shall not, directly or indirectly, lease, use or permit to be used or occupied any part of the Landlord Center, other than the Premises, or any property within the radius of 5,000 feet of the Landlord Center in which Landlord or its beneficiary or any officer, director, shareholder or partner of Landlord or any such beneficiary shall directly or indirectly have any interest for the purpose of (a) a retail food store or department, (b) a supermarket, which may include the sale of proprietary drugs, paper goods, cleaning and kitchen equipment, sundries and all other items customarily carried or sold in a supermarket of the size and type of the Premises, (c) the sale of food or grocery items for consumption off the premises, (d) the sale of alcoholic liquors in package form

including without limitation, beer, wine and ale or (e) a drug store or prescription pharmacy or other purpose requiring a qualified pharmacist, (f) the sale of ethical and prescription drugs, or (g) sale of proprietary medicines and remedies, provided that the provisions of this Section shall not apply to the sale of confectionery items where the sale of such items is incidental to, and does not constitute a substantial part of, the main business of the seller of such confectionery items. Notwithstanding the foregoing, it is understood and agreed that the Landlord may lease premises within the areas above described for the purpose of any type of business specified in Exhibit "C" attached hereto and made a part hereof.

(b) Notwithstanding anything herein to the contrary under Subsection (a) the aforesaid radius restriction involving "any property within the radius of 5,000 feet of the Landlord Parcel" under Subsection (a) shall not be applicable to:

(i) any existing institutional mortgagee who holds a mortgage against the Landlord Parcel who at the time of the foreclosure of its mortgage against the Landlord Parcel (including by deed to such mortgagee in lieu of foreclosure) owns any property within said 5,000 feet which property is leased to another party having a right to a use in violation of a prohibited use under Subsection (a) to the extent of the right to use the property within said 5,000 feet in violation of a prohibited use under Subsection (a) for the existing term of said lease, including any right to renew or extend the term of said lease; or

(ii) any future institutional mortgagee who holds a mortgage against the Landlord Parcel who at the time of the execution of such mortgage against the Landlord Parcel or at the time of the foreclosure of its mortgage against the Landlord Parcel (including by deed to such mortgagee in lieu of foreclosure) owns any property within said 5,000 feet which property is leased to another party having a right to use in violation of a prohibited use under Subsection (a) to the extent of the right to a use the property within said 5,000 feet in violation of a prohibited use under Subsection (a) for the existing term of said lease, including any right to renew or extend the term of said lease; or

(iii) any future partner, officer, director, shareholder or partner of Landlord or of the beneficiary of Landlord after the Commencement Date of this Lease who owns any property within said 5,000 feet which property was previously leased to another party (prior to said officer, director, shareholder or partner becoming an officer, director, shareholder or partner of Landlord or of the beneficiary of Landlord) having a right to a use in violation of a prohibited use under Subsection (a) to the extent of said right to the use of the property within said 5,000 feet in violation of Subsection (a) for the existing term of said lease, including any right to renew or extend the term of said lease; or

(iv) any present officer, director or shareholder of Landlord or of the beneficiary of Landlord who after the Commencement Date acquires an ownership interest in an entity that owns property within said 5,000 feet, which property is leased to another party having a right to a use in violation of a prohibited use under Section (a).

(c) Pursuant to the Cross Easement Agreement (as defined in the Long Form Lease), the following restrictions shall apply to the Mart Parcel from the date of the Cross Easement Agreement until the earlier to occur of; (a) ten (10) years from and after the commencement of this Lease; or (b) the date upon which the Tenant, its successors or assigns, has ceased operating for 18 consecutive months a general food supermarket in the Premises. Until such time: (1) no more than twenty-five percent (25%) of the square footage contained in the building located on the Mart Parcel shall be devoted to the sale of food items customarily carried or sold in a supermarket of the size and type of the Omni Building; (2) Mart will not utilize the Mart Parcel for the operation of its "Hypermart", "Supercenter", or any other use which is primarily designed to sell food items in direct competition with a general food supermarket; and (3) Mart will not operate on the Mart Parcel any of the following: full service delicatessen, a fresh produce department, a fresh bakery, a fresh meat department or a fresh seafood department. Furthermore, Mart shall not sell fresh dairy products nor shall Mart have more than 50 linear feet of freezers devoted to the merchandising of frozen food products on the Mart Parcel. Notwithstanding the foregoing, Mart shall be allowed to sell fresh food products including salads, meats, breads and snack foods in connection with its typical snack bar operation as the same may from time to time be operated in a majority of its similarly sized stores in the State of Indiana.

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Prohibited Business Subject to the limitations as to the use of the buildings in the Shopping Center set forth in Paragraph 2 of the Cross Easement Agreement (as defined in the Long Form Lease), Landlord shall not, directly or indirectly, lease, use or permit to be used or occupied any part of the Landlord Center as a theatre, bowling alley, funeral parlor, office, restaurant, warehouse, game room, skating rink, billiard room, health spa or studio, gymnasium, massage parlors, adult book store, training or educational facility or for the purpose of manufacturing, except as follows:

(a) Offices incidental to the principal use of a business.

(b) Offices shall be permitted in any Outlot. Offices not exceeding a combined total of 7,000 square feet of floor area shall be permitted within Building C designated on the Site Plan and within stores facing U.S. Route 41 in Building A designated on the Site Plan.

(c) Restaurants, including fast food restaurants, shall be permitted within any Outlot. Restaurants, excluding fast food restaurants, not exceeding a combined total of 6,000 square feet of floor area shall be permitted in Building C designated on the Site Plan and within stores facing U.S. Route 41 in Building A designated on the Site Plan. A maximum of three (3) carry-out fast food restaurants, such as pizza or chinese food, not exceeding a combined total of 5,000 square feet of floor area shall be permitted in Building C designated on the Site Plan and within stores facing U.S. Route 41 in Building A designated on the Site Plan.

(d) A game room, which is part of a business, the principal purpose of which is for a restaurant will be permitted on the Outlots or in Building C in the Landlord Center.

(e) A Health Spa or Studio not exceeding 2,500 square feet of floor area will be permitted within any Outlot and in the Landlord Center in Building C.

(f) A training or education facility will be permitted within any Outlot and in Building C of the Landlord Center not excluding a total of 2,500 square foot. If under 1,500 sq. ft. an educational facility will be permitted in the north one-half of Building A.

Liquor Licenses. If at any time the sale or purveying of alcoholic beverages, including wine and beer, in package form shall be lawfully permitted to take place at the Landlord Center, Tenant shall have the right so to do and if only one such license may be obtained, the exclusive right to obtain licenses and permits from Governmental Agencies for such purpose; and in connection therewith:

(a) Landlord covenants and agrees to cooperate with Tenant as Tenant may reasonably require, including the execution and/or joining in of applications for licenses and permits to enable Tenant to sell and purvey such alcoholic beverages, including wine and beer, in package form, at the Premises; and

(b) If only one license and/or permit can be obtained for the purpose of selling such alcoholic beverages, either in package form or by the drink, within the Landlord Center, Tenant shall have the exclusive right to such license and permit and Landlord shall not permit any other tenant of the Landlord Center to obtain any such license or permit.

Easement and Development Agreements. Landlord represents and warrants to Tenant that (i) it will comply with the terms, provisions, covenants and conditions of the Declaration of Easements, Development Agreement and Cross Easement Agreement (all as defined in the Long Form Lease), (ii) it will not do or omit to do or permit anything to be done which would result in a default under the said Agreements, (iii) it will not amend, modify or terminate the Declaration of Easements, Development Agreement and Cross Easement Agreement, without the prior written consent of Tenant, (iv) it will enforce the provisions of the Declaration of Easements in the event of any default by Mart or any party bound by the Declaration of Easements; and it will forward to Tenant a copy of any notice it receives pertaining to the Declaration of Easements within 5 days after receipt thereof.

Conflicts. In the event of a conflict or discrepancy between the terms, conditions and provisions of such Long Form of Lease and this Short Form Lease, the Long Form shall prevail.

Notice. The purpose of this instrument is to give notice of the existence of the tenancy created hereby and by said Lease, and of the existence of such Lease which, together with this instrument, constitutes the agreement between the parties hereto.

Trustee Exculpation. It is expressly understood and agreed that this Lease is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that LAKE COUNTY TRUST COMPANY, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or sale or any mortgage or any disposition thereof. Nothing in this Lease contained shall be construed as creating any personal liability or personal responsibility of the Trustee, and, in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and

that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the premises herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the premises, except as represented to it by the beneficiary or beneficiaries of said Trust. Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, state or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" under the Act and makes no representations concerning any possible environmental defects. In making any warranty herein the trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this lease. The foregoing provisions are intended solely to exculpate LAKE COUNTY TRUST COMPANY from individual liability hereunder, but nothing contained herein shall relieve Landlord's trust assets from any liability or obligation undertaken by Landlord in this Lease, including but not limited to rents, proceeds of insurance and proceeds of condemnation.

**NOT OFFICIAL!**

This Document is the property of  
 IN WITNESS WHEREOF, Landlord and Tenant have signed and sealed  
 this Lease as of the day and year first above written.

**STOP**

LANDLORD:  
 LAKE COUNTY TRUST COMPANY, as Trustee  
 under Trust No. 4025

BY: Karyn Zasada  
 Karyn Zasada, Trust Officer

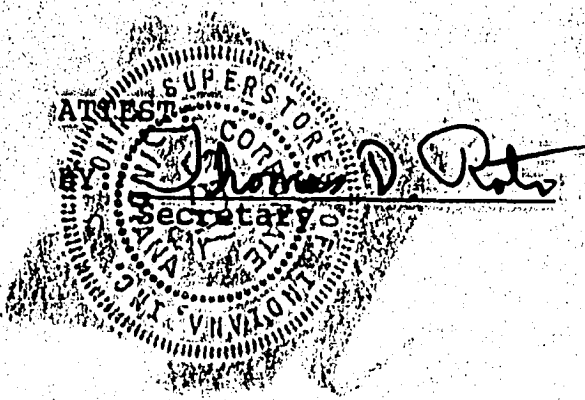
ATTEST:

BY: Angela Newcomb  
 Angela Newcomb, Asst. Secretary



TENANT:  
 OMNI SUPERSTORES OF INDIANA, INC.

BY: David D. Rainier  
 Vice President



THIS INSTRUMENT PREPARED BY: Eldridge R. Hersey, Esq.  
 333 Northwest Ave., Northlake, IL 60164

AFTER RECORDING, RETURN TO: Sandra L. Haines, WINSTON + STRAWN, 35 W. Wacker, Chicago, IL 60601

STATE OF INDIANA

COUNTY OF LAKE

} SS:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify the abovenamed Trust Officer and Assistant Secretary of Lake County Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Witness my hand and seal this 12th day of April, 1990.

*Veronica Petchak*

Veronica Petchak

Notary Public

Resident: Lake County, Indiana

My Commission Expires

November 4, 1990

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This Document is the property of the Lake County Recorder!

STOP

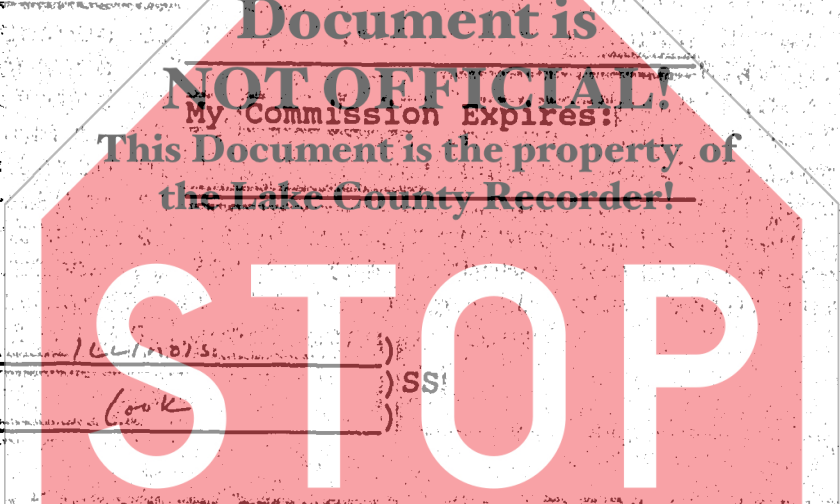


STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

I, \_\_\_\_\_, a Notary Public in and for said County in the State aforesaid; DO HEREBY CERTIFY THAT \_\_\_\_\_ President of \_\_\_\_\_ and \_\_\_\_\_

Secretary of said Bank personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such \_\_\_\_\_ President and \_\_\_\_\_ Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as his own free and voluntary act and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.



STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

BEFORE ME, the undersigned Notary Public, duly commissioned and qualified in and for the said County and State, personally came and appeared Arnold G. Rasmussen and Thomas D. Rott to me known, who declared and acknowledged to me that they are the Vice President and Secretary of Omni Superstores of Indiana, Inc., an Indiana corporation, that as such duly authorized officers, by and with the authority of the Board of Directors of said corporation, have signed and executed the foregoing instrument as the free and voluntary act and deed of said corporation, and for the objects and purposes therein set forth.

Given under my hand and notarial seal this 12th day of April, 1990.

Eldridge R. Hersey  
My Commission Expires  
April 19, 1992

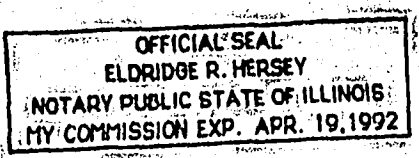




EXHIBIT "A"

Parcel 1

Part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 16; thence North 87(degrees)-53'-18" East on the North line of the Northwest Quarter of said Section 16, a distance of 959.92 feet to the Point of Beginning; thence continuing North 87(degrees)-53'-18" East on the North line of said Northwest Quarter, a distance of 198.86 feet to a point in the West Right-Of-Way line of the New York Central Railroad; thence South 2(degrees)-30'-27" East on said West Right-Of-Way line, a distance of 651.37 feet; thence South 87(degrees)-21'-58" West, a distance of 319.68 feet; thence South 29(degrees)-34'-39" West, a distance of 29.77 feet; thence South 2(degrees)-38'-02" East, a distance of 80.05 feet; thence South 43(degrees)-30'-03" West, a distance of 81.96 feet; thence South 2(degrees)-38'-02" East, a distance of 79.96 feet to a point in the North Right-Of-Way line of U.S. Route 30; thence 89(degrees)-28'-09" West on said North Right-Of-Way line, a distance of 110.00 feet; thence North 2(degrees)-38'-02" West, a distance of 51.93 feet; thence North 43(degrees)-30'-03" East, a distance of 116.41 feet; thence North 2(degrees)-38'-02" West, a distance of 55.93 feet; thence South 87(degrees)-58'-03" West, a distance of 288.40 feet; thence North 0(degrees)-32'-56" West, a distance of 192.12 feet; thence South 89(degrees)-27'-04" West, a distance of 195.80 feet; thence North 3(degrees)-18'-21" West, a distance of 209.99 feet; thence North 2(degrees)-32'-55" West, a distance of 13.65 feet; thence North 87(degrees)-29'-33" East, a distance of 704.82 feet; thence North 2(degrees)-30'-27" West, a distance of 76.38 feet to the Point of Beginning, containing 12.4199 Acres, more or less.

Parcel 2

Part of the Northwest Quarter of the Northwest Quarter of Section 16 and part of the Southwest Quarter of the Southwest Quarter of Section 9, both in Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 16; thence North 87(degrees)-53'-18" East on the North line of the Northwest Quarter of said Section 16, a distance of 63.95 feet to the Point of Beginning, said point being in the East Right-Of-Way line of U.S. Route 41; thence Northerly on said East Right-Of-Way line being a circular curve whose radius is 49,165.67 feet and whose center is to the West, the chord of said curve bears North 2(degrees)-23'-17" West, a distance of 6.11 feet; thence North 87(degrees)-53'-18" East, a distance of 51.21 feet; thence South 2(degrees)-06'-43" East, a distance of 20.00 feet; thence North 87(degrees)-53'-18" East, a distance of 140.00 feet; thence North 2(degrees)-06'-42" West, a distance of 70.00 feet; thence Northwesterly on a circular curve whose radius is 58.44 feet and whose center is to the Southwest, the chord of said curve bears North 29(degrees)-17'-09" West, a distance of 53.38 feet; thence North 56(degrees)-27'-37" West, a distance of 5.49 feet; thence Northwesterly on a circular curve whose radius is 58.44 feet and whose center is to the Northeast, the chord of said curve bears North 29(degrees)-17'-09" West, a distance of 53.38 feet; thence North 2(degrees)-06'-42" West, a distance of 115.00 feet; thence South 87(degrees)-53'-18" West, a distance of 20.00 feet; thence North 2(degrees)-48'-16" West, a distance of 180.00 feet; thence South 87(degrees)-53'-18" West, a distance of 120.00 feet to a point in the East Right-Of-Way line of U.S. Route 41; thence Northerly on said East Right-Of-Way line being a circular curve

whose radius is 49,165.67 feet and whose center is to the West, the chord of said curve bears North 3(degrees)-03'-18" West, a distance of 250.51 feet; thence North 87(degrees)-53'-18" East, a distance of 1102.98 feet to a point in the West Right-Of-Way line of the New York Central Railroad; thence South 2(degrees)-07'-35" East on said Right-Of-Way line, a distance of 699.74 feet to a point in the North line of the Northwest Quarter of said Section 16; thence South 87(degrees)-53'-18" West on the North line of the Northwest Quarter of said Section 16, a distance of 198.86 feet; thence South 2(degrees)-30'-27" East, distance 76.38 feet; thence South 87(degrees)-29'-33" West, a distance of 704.82 feet; thence South 2(degrees)-32'-55" East, a distance of 13.65 feet; thence South 87-53'-18" West, a distance of 140.00 feet; thence South 2(degrees)-06'-41" East, a distance of 25.00 feet; thence South 87(degrees)-53'-18" West, a distance of 51.37 feet to a point in the East Right-Of-Way line of U.S. Route 41; thence Northerly on said East Right-Of-Way line being a circular curve whose radius is 49,165.67 feet and whose center is to the West, the chord of said curve bears North 2(degrees)-18"-59" West, a distance of 119.89 feet to the Point of Beginning; containing 17.8407 Acres, more or less.

Parcel A

Part of the Northwest Quarter of the Northwest Quarter of Section 16 and part of the Southwest Quarter of the Southwest Quarter of Section 9, both in Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 16; thence North 87(degrees)-53'-18" East on the North line of the Northwest Quarter of said Section 16, a distance of 63.95 feet to the Point of Beginning, said point being in the East Right-Of-Way line of U.S. Route 41; thence Northerly on said East Right-Of-Way line being a circular curve whose radius is 49,165.67 feet and whose center is to the West, the chord of said curve bears North 2(degrees)-23'-17" West, a distance of 6.11 feet to the Point of Beginning; thence Northerly on said East Right-Of-Way line being a circular curve whose radius is 49,165.67 feet and whose center is to the West, the chord of said curve bears North 2(degrees)-32'-50" West, a distance of 263.18 feet; thence North 87(degrees)-53'-18" East, a distance of 140.00 feet; thence South 2(degrees)-06'-42" East, a distance of 115.00 feet; thence Southeasterly on a circular curve whose radius is 58.44 feet and whose center is to the Northeast, the chord of said curve bears South 29(degrees)-17'-09" East, a distance of 53.38 feet; thence South 56(degrees)-27'-37" East, a distance of 5.49 feet; thence Southeasterly on a circular curve whose radius is 58.44 feet and whose center is to the Southwest, the chord of said curve bears South 29(degrees)-17'-09" East, a distance of 53.38 feet; thence South 2(degrees)-06'-42" East, a distance of 70.00 feet; thence South 87(degrees)-53'-18" West, a distance of 140.00 feet; thence North 2(degrees)-06'-43" West, a distance of 20.00 feet; thence South 87(degrees)-53'-18" West, a distance of 51.21 feet to the Point of Beginning, containing 1.0244 Acres, more or less.

Parcel B

Part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 16; thence North 87(degrees)-53'-18" East on the North line of the Northwest Quarter of said Section 16, a distance of 63.95 feet to a point in the East Right-Of-Way line of U.S. Route 41; thence Southerly on the East Right-Of-Way line of U.S. Route 41

being a circular curve having a radius of 49,165.67 feet and whose center is to the West, the chord of said curve bears South 2(degrees)-18'-58" East, a distance of 119.89 feet to the Point of Beginning; thence North 87(degrees)-53'-18" East, a distance of 51.37 feet; thence North 2(degrees)-06'-41" West, a distance of 25.00 feet; thence North 87(degrees)-53'-18" East, a distance of 140.00 feet; thence South 3(degrees)-18'-21" East, a distance of 225.00 feet; thence South 87(degrees)-53'-18" West, a distance of 196.00 feet to a point in the East Right-Of-Way line of U.S. Route 41; thence Northerly on the East Right-Of-Way line of U.S. Route 41 being a circular curve having a radius of 49,165.67 feet and whose center is to the West, the chord of said curve bears North 2(degrees)-07'-46" West, a distance of 199.95 feet to the Point of Beginning, containing 0.9704 Acres, more or less.

PARCEL C

Part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 16, thence North 87(degrees)-53'-18" East on the North line of the Northwest Quarter of said Section 16, a distance of 63.95 feet to a point in the East Right-Of-Way line of U.S. Route 41; thence Southerly on the East Right-Of-Way line of U.S. Route 41 being a circular curve having a radius of 49,165.67 feet and whose center is to the West, the chord of said curve bears South 2(degrees)-11'-59" East, a distance of 119.84 feet to the Point of Beginning; thence North 87(degrees)-53'-18" East, a distance of 196.00 feet; thence South 3(degrees)-18'-21" East, a distance of 185.00 feet; thence South 89(degrees)-27'-04" West, a distance of 200.56 feet to a point in the East Right-Of-Way line of U.S. Route 41; thence Northerly on the East Right-Of-Way of U.S. Route 41 being a circular curve having a radius of 49,165.67 feet and whose center is to the West, the chord of said curve bears North 1(degrees)-54'-31" West, a distance of 179.49 feet to the Point of Beginning, containing 0.8290 Acres, more or less.

PARCEL D

Part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 35, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 16, thence North 87(degrees)-53'-18" East on the North line of the Northwest Quarter of said Section 16, a distance of 1158.78 feet to a point in the West Right-Of-Way line of the New York Central Railroad; thence South 2(degrees)-07'-35" East on said West Right-Of-Way line, a distance of 651.37 feet; thence North 87(degrees)-21'-58" West, a distance of 150.55 feet; thence South 2(degrees)-38'-02" East, a distance of 250.00 feet to a point in the North Right-Of-Way line of U.S. Highway 30; thence North 87(degrees)-21'-58" West of said North Right-Of-Way line, a distance of 99.31 feet; thence North 89(degrees)-28'-09" West on said North Right-Of-Way line, a distance of 255.00 feet to the Point of Beginning; thence North 2(degrees)-38'-02" West, a distance of 51.93 feet; thence North 43(degrees)-30'-03" East, a distance of 116.41 feet; thence North 2(degrees)-38'-02" West, a distance of 55.92 feet; thence South 87(degrees)-58'-03" West, a distance of 288.40 feet; thence South 0(degrees)-32'-56" East, a distance of 180.00 feet to a point in the North Right-Of-Way line of U.S. Highway 30; thence South 89(degrees)-28'-09" East on said North Right-Of-Way line, a distance of 211.33 feet to the Point of Beginning, containing 1.0674 Acres, more or less.

PARCEL E

Part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 16; thence North 87(degrees)-53'-18" East on the North line of the Northwest Quarter of said Section 16, a distance of 1158.78 feet to the West Right-Of-Way line of the New York Central Railroad; thence South 2(degrees)-30'-27" East on the West Right-Of-Way line of the New York Central Railroad, a distance of 576.37 feet; thence South 87(degrees)-21'-58" West, a distance of 150.55 feet to the Point of Beginning; thence South 2(degrees)-38'-02" East, a distance of 250.00 feet to a point in the North Right-Of-Way line of U.S. Route 30; thence South 87(degrees)-21'-58" West, a distance of 99.31 feet; thence North 89(degrees)-28'-09" West on said North Right-Of-Way line, a distance of 145.00 feet; thence North 2(degrees)-38'-02" West, a distance of 79.96 feet; thence North 43'-30'-03" East, a distance of 81.96 feet; thence North 2(degrees)-38'-02" West, a distance of 80.05 feet; thence North 29(degrees)-34'-39" East, a distance of 29.77 feet; thence North 87(degrees)-21'-58" East, a distance of 169.13 feet to the Point of Beginning, containing 1.2017 Acres, more or less.

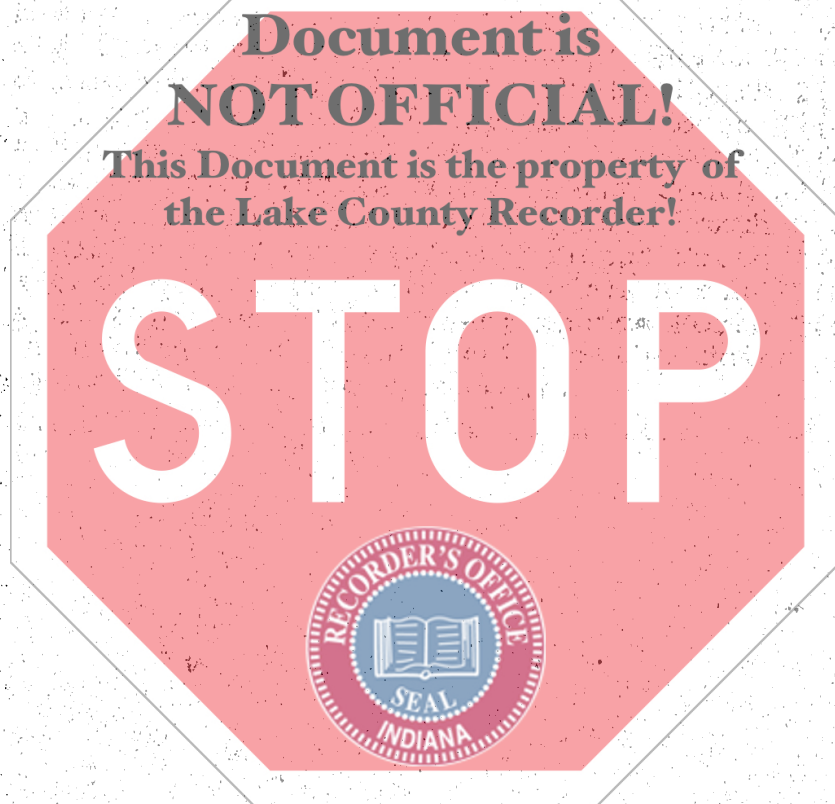


EXHIBIT "A-1"

PARCEL 1

Part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 16; thence North 87(degrees)-53'-18" East on the North line of the Northwest Quarter of said Section 16, a distance of 959.92 feet to the Point of Beginning; thence continuing North 87(degrees)-53'-18" East on the North line of said Northwest Quarter, a distance of 198.96 feet to a point in the West Right-Of-Way line of the New York Central Railroad; thence South 2(degrees)-30'-27" East on said West Right-Of-Way line, a distance of 651.37 feet; thence South 87(degrees)-21'-58" West, a distance of 319.68 feet; thence South 29(degrees)-34'-39" West, a distance of 29.77 feet; thence South 2(degrees)-38'-02" East, a distance of 80.05 feet; thence South 43(degrees)-30'-03" West, a distance of 81.96 feet; thence South 2(degrees)-38'-02" East, a distance of 79.96 feet to a point in the North Right-Of-Way line of U.S. Route 30; thence North 89(degrees)-28'-09" West on said North Right-Of-Way line, a distance of 110.00 feet; thence North 2(degrees)-38'-02" West, a distance of 51.93 feet; thence North 43(degrees)-30'-03" East, a distance of 116.41 feet; thence North 2(degrees)-38'-02" West, a distance of 55.93 feet; thence South 87(degrees)-58'-03" West, a distance of 288.40 feet; thence North 0(degrees)-32'-56" West, a distance of 192.12 feet; thence South 89(degrees)-27'-04" West, a distance of 195.80 feet; thence North 3(degrees)-18'-21" West, a distance of 409.99 feet; thence North 2(degrees)-32'-55" West, a distance of 13.65 feet; thence North 87(degrees)-29'-33" East, a distance of 704.82 feet; thence North 2(degrees)-30'-27" West, a distance of 76.38 feet to the Point of Beginning, containing 12.4199 Acres, more or less.

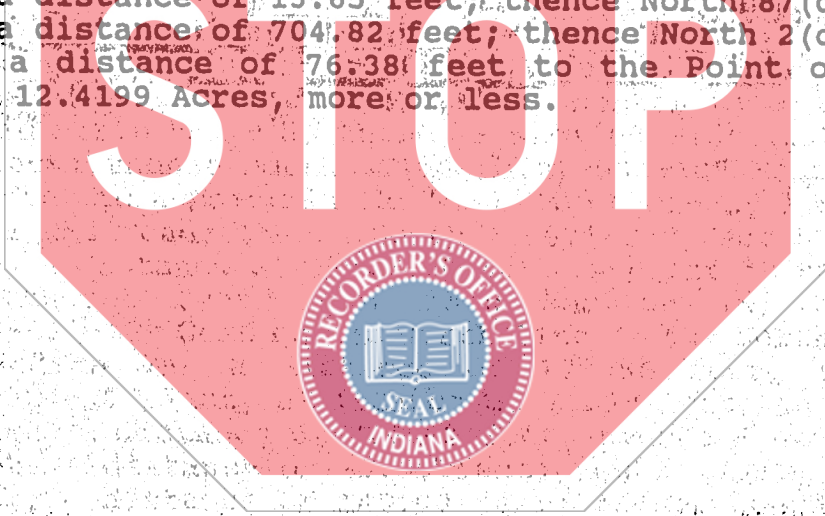


EXHIBIT "A-2"  
(LANDLORD PARCEL)

PARCEL 2

Part of the Northwest Quarter of the Northwest Quarter of Section 16 and part of the Southwest Quarter of the Southwest Quarter of Section 9, both in Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 16; thence North 87(degrees)-53'-18" East on the North line of the Northwest Quarter of said Section 16, a distance of 63.95 feet to the Point of Beginning, said point being in the East Right-of-Way line of U.S. Route 41; thence Northerly on said East Right-of-Way line being a circular curve whose radius is 49,165.67 feet and whose center is to the West, the chord of said curve bears North 2(degrees)-23'-17" West, a distance of 6.11 feet; thence North 87(degrees)-53'-18" East, a distance of 51.21 feet; thence South 2 -06'-43" East, a distance of 20.00 feet; thence North 87(degrees)-53'-18" East, a distance of 140.00 feet; thence North 2(degrees)-06'-42" West, a distance of 70.00 feet; thence Northwesterly on a circular curve whose radius is 58.44 feet and whose center is to the Southwest, the chord of said curve bears North 29(degrees)-17'-09" West, a distance of 53.38 feet; thence North 56(degrees)-27'-37" West, a distance of 5.49 feet; thence Northwesterly on a circular curve whose radius is 58.44 feet and whose center is to the Northeast, the chord of said curve bears North 2(degrees)-06'-42" West, a distance of 115.00 feet; thence South 87(degrees)-53'-18" West, a distance of 20.00 feet; thence North 2(degrees)-48'-16" West, a distance of 180.00 feet; thence South 87(degrees)-53'-18" West, a distance of 120.00 feet to a point in the East Right-of-Way line of U.S. Route 41; thence Northerly on said East Right-of-Way line being a circular curve whose radius is 49,165.67 feet and whose center is to the West, the chord of said curve bears North 3(degrees)-03'-18" West, a distance of 250.51 feet; thence North 87(degrees)-53'-18" East, a distance of 1102.98 feet to a point in the West Right-of-Way line of the New York Central Railroad; thence South 2 -07'-35" East of said Right-of-Way line, a distance of 699.74 feet to a point in the North line of the Northwest Quarter of said Section 16; thence South 87(degrees)-53'-18" West on the North line of the Northwest Quarter of said Section 16, a distance of 198.86 feet; thence South 2(degrees)-30'-27" East, a distance of 76.38 feet; thence South 87 -29'-33" West, a distance of 704.82 feet; thence South 2(degrees)-32'-55" East, a distance of 13.65 feet; thence South 87(degrees)-53'-18" West, a distance of 140.00 feet; thence South 2(degrees)-06'-41" East, a distance of 25.00 feet; thence South 87(degrees)-53'-18" West, a distance of 51.37 feet to a point in the East Right-of-Way line of U.S. Route 41; thence Northerly on said East Right-of-Way line being a circular curve whose radius is 49,165.67 feet and whose center is to the West, the chord of said curve bears North 2(degrees)-18'-59" West, a distance of 119.89 feet to the Point of Beginning, containing 17.8407 Acres, more or less.

PARCEL A

Part of the Northwest Quarter of the Northwest Quarter of Section 16 and part of the Southwest Quarter of the Southwest Quarter of Section 9, both in Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 16; thence North 87(degrees)-53'-18" East on the North line of the Northwest Quarter of said Section 16, a distance of 63.95 feet to the Point of Beginning, said point being in the East Right-of-Way line of U.S. Route 41; thence Northerly on said East Right-

of-Way line being a circular curve whose radius is 49,165.67 feet and whose center is to the West, the chord of said curve bears North 2(degrees)-23'-17" West, a distance of 6.11 feet to the Point of Beginning; thence Northerly on said East Right-of-Way line being a circular curve whose radius is 49,165.67 feet and whose center is to the West, the chord of said curve bears North 2(degrees)-32'-50" West, a distance of 263.18 feet; thence North 87-53'-18" East, a distance of 140.00 feet; thence South 2(degrees)-06'-42" East, a distance of 115.00 feet; thence Southeasterly on a circular curve whose radius is 58.44 feet and whose center is to the Northeast, the chord of said curve bears South 29(degrees)-17'-09" East, a distance of 53.38 feet; thence South 56(degrees)-27'-37" East, a distance of 5.49 feet; thence Southeasterly on a circular curve whose radius is 58.44 feet and whose center is to the Southwest, the chord of said curve bears South 29(degrees)-17'-09" East, a distance of 53.38 feet; thence South 2(degrees)-06'-42" East, a distance of 70.00 feet; thence South 87(degrees)-53'-18" West, a distance of 140.00 feet; thence North 2(degrees)-06'-43" West, a distance of 20.00 feet; thence South 87(degrees)-53'-18" West, a distance of 51.21 feet to the Point of Beginning, containing 1.0244 Acres, more or less.

PARCEL B

Part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 16; thence North 87(degrees)-53'-18" East on the North line of the Northwest Quarter of said Section 16, a distance of 63.95 feet to a point in the East Right-of-Way line of U.S. Route 41; thence Southerly on the East Right-of-Way line of U.S. Route 41 being a circular curve having a radius of 49,165.67 feet and whose center is to the West, the chord of said curve bears South 2(degrees)-18'-58" East, a distance of 119.89 feet to the Point of Beginning; thence North 87(degrees)-53'-18" East, a distance of 51.37 feet; thence North 2(degrees)-06'-4" West, a distance of 25.00 feet; thence North 87(degrees)-53'-18" East, a distance of 140.00 feet; thence South 3(degrees)-18'-21" East, a distance of 225.00 feet; thence South 87(degrees)-53'-18" West, a distance of 196.00 feet to a point in the East Right-of-Way line of U.S. Route 41; thence Northerly on the East Right-of-Way line of U.S. Route 41 being a circular curve having a radius of 49,165.67 feet and whose center is to the West, the chord of said curve bears North 2(degrees)-07'-46" West, a distance of 199.95 feet to the Point of Beginning, containing 0.9704 Acres, more or less.

PARCEL C

Part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 16, thence North 87(degrees)-53'-18" East on the North line of the Northwest Quarter of said Section 16, a distance of 63.95 feet to a point in the East Right-of-Way line of U.S. Route 41; thence Southerly on the East Right-of-Way line of U.S. Route 41 being a circular curve having a radius of 49,165.67 feet and whose center is to the West, the chord of said curve bears South 2(degrees)-11'-59" East, a distance of 319.84 feet to the Point of Beginning; thence North 87(degrees)-53'-18" East, a distance of 196.00 feet; thence South 3(degrees)-18'-21" East, a distance of 185.00 feet; thence South 89(degrees)-27'-04" West, a distance of 200.56 feet to a point in the East Right-of-Way line of U.S. Route 41; thence Northerly on the East Right-of-Way of U.S. Route 41 being a circular curve having a radius of 49,165.67 feet and whose

center is to the West, the chord of said curve bears North 1 (degree) -54' -31" West, a distance of 179.49 feet to the Point of Beginning, containing 0.8290 Acres, more or less.

PARCEL D

Part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 16; thence North 87 (degrees) -53' -18" East on the North line of the Northwest Quarter of said Section 16, a distance of 1158.78 feet to a point in the West Right-of-Way line of the New York Central Railroad; thence South 2 (degrees) -07' -35" East on said West Right-of-Way line, a distance of 651.37 feet; thence North 87 (degrees) -21' -58" West, a distance of 150.55 feet; thence South 2 (degrees) -38' -02" East, a distance of 250.00 feet to a point in the North Right-of-Way line of U.S. Highway 30; thence North 87 (degrees) -21' -58" West on said North Right-of-Way line, a distance of 99.31 feet; thence North 89 (degrees) -28' -09" West on said North Right-of-Way line, a distance of 255.00 feet to the Point of Beginning; thence North 2 (degrees) -38' -02" West, a distance of 51.93 feet; thence North 43 (degrees) -30' -03" East, a distance of 116.41 feet; thence North 2 (degrees) -38' -02" West, a distance of 55.92 feet; thence South 87 (degrees) -58' -03" West, a distance of 288.10 feet; thence South 0 (degree) -32' -56" East, a distance of 180.00 feet to a point in the North Right-of-Way line of U.S. Highway 30; thence South 89 (degrees) -28' -09" East on said North Right-of-Way line, a distance of 211.33 feet to the Point of Beginning, containing 1.0674 Acres, more or less.

PARCEL E

Part of the Northwest Quarter of the Northwest Quarter of Section 16, Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows:

Commencing at the Northwest corner of the Northwest Quarter of said Section 16; thence North 87 (degrees) -53' -18" East on the North line of the Northwest Quarter of said Section 16, a distance of 1158.78 feet to the West Right-of-Way line of the New York Central Railroad; thence South 2 (degrees) -30' -27" East on the West Right-of-Way line of the New York Central Railroad, a distance of 576.37 feet; thence South 87 (degrees) -21' -58" West, a distance of 150.55 feet to the Point of Beginning; thence South 2 (degrees) -38' -02" East, a distance of 250.00 feet to a point in the North Right-of-Way line of U.S. Route 30; thence South 87 (degrees) -21' -58" West, a distance of 99.31 feet; thence North 89 (degrees) -28' -09" West on said North Right-of-Way line, a distance of 145.00 feet; thence North 2 (degrees) -38' -02" West, a distance of 79.96 feet; thence North 43 (degrees) -30' -03" East, a distance of 81.96 feet; thence North 2 (degrees) -38' -02" West, a distance of 80.05 feet; thence North 29 (degrees) -34' -39" East, a distance of 29.77 feet; thence North 87 (degrees) -21' -58" East, a distance of 169.13 feet to the Point of Beginning, containing 1.2017 Acres, more or less.



EXHIBIT "C"

Purposes of types of business which shall not violate Section 19.1(a) and 19.2 of the Lease in connection with the Landlord Center:

1. One ice cream parlor, such as Baskin Robbins, Bressler's or TCBY.
2. One candy store, such as Fannie May or Fanny Farmer.
3. One donut shop, such as Dunkin Donuts, Winchell's Donut House or Cinnabon.
4. A maximum of three (3) carry-out fast food restaurants, such as pizza or chinese food, not exceeding a combined total of 5,000 square feet of floor area shall be permitted as indicated in Section 19.2(c) in Building C designated on the Site Plan and stores facing U.S. Route 41 in Building A designated on the Site Plan.

5. One weightloss center such as Jenny Craig.
6. One Mrs. Fields "cookie" store or sandwich store, provided that such store does not operate as a delicatessen nor a bakery.

