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RETURN TO: GLENN R. PATTERSON, ESQ.
SINGLETON, LEVY AND CRIST
SUITE 200
9245 CALUMET AVENUE
MUNSTER, INDIANA 46321

FEB 26 1991

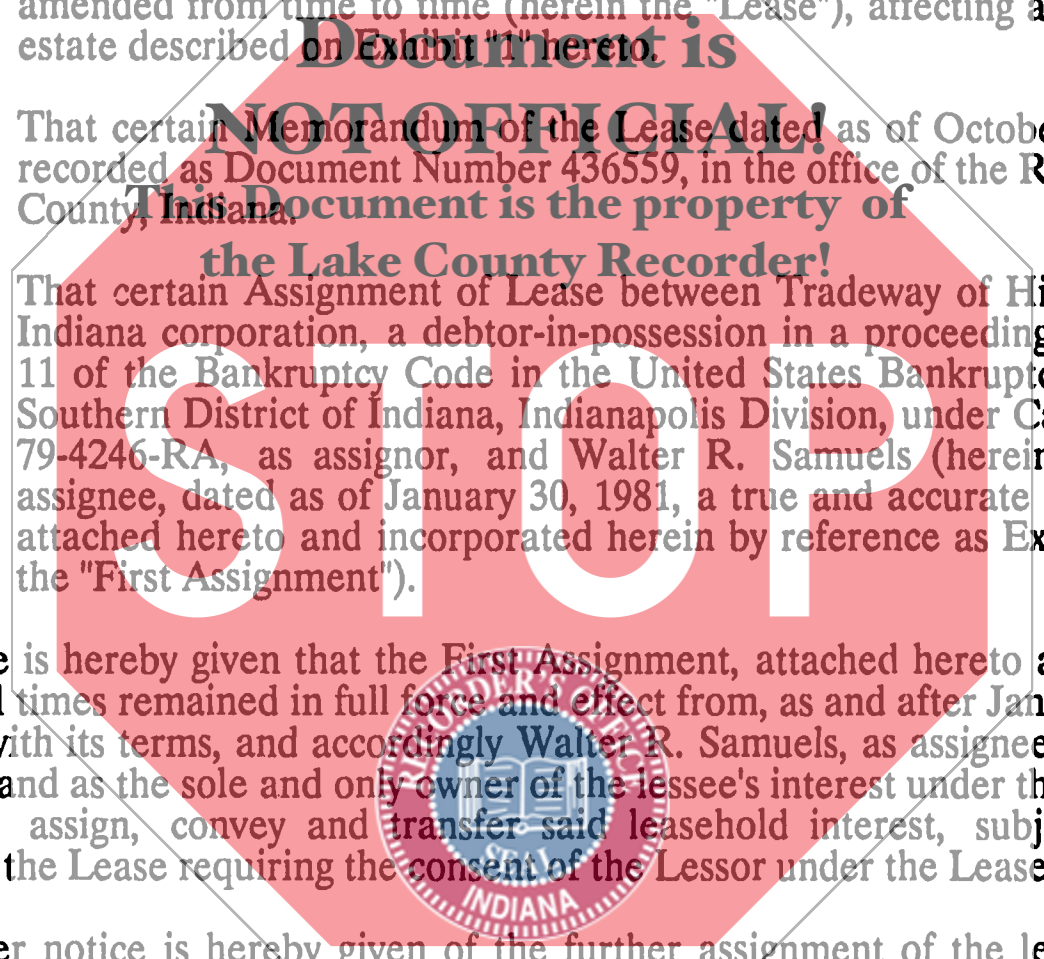
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MEMORANDUM AND NOTICE OF ASSIGNMENT
AND ASSUMPTION OF LEASEHOLD INTEREST

Key # 27-195-3

Anna N. Anton
AUDITOR LAKE COUNTY

Reference is hereby made to each of the following:

1. That certain Lease Agreement between Lake County Trust Company as Trustee under Trust Agreement dated June 1, 1961, and known as Trust No. 814 (herein the "Lessor") and Tradeway of Highland, Inc., an Indiana corporation, as lessee, dated as of October 24, 1977, as the same has been amended from time to time (herein the "Lease"), affecting a part of the real estate described on Exhibit "1" hereto.
2. That certain Memorandum of the Lease dated as of October 24, 1977, and recorded as Document Number 436559, in the office of the Recorder of Lake County, Indiana.
3. That certain Assignment of Lease between Tradeway of Highland, Inc., an Indiana corporation, a debtor-in-possession in a proceeding under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division, under Cause Number IP 79-4246-RA, as assignor, and Walter R. Samuels (herein "Assignor"), as assignee, dated as of January 30, 1981, a true and accurate copy of which is attached hereto and incorporated herein by reference as Exhibit "2" (herein the "First Assignment").



Notice is hereby given that the First Assignment, attached hereto as Exhibit "2", is and has at all times remained in full force and effect from, as and after January 30, 1981, in accordance with its terms, and accordingly Walter R. Samuels, as assignee under the First Assignment, and as the sole and only owner of the lessee's interest under the Lease, has the right to sell, assign, convey and transfer said leasehold interest, subject only to any provisions of the Lease requiring the consent of the Lessor under the Lease.

Further notice is hereby given of the further assignment of the lessee's leasehold interest under the Lease by Walter R. Samuels to RSVT Real Estate Corporation, pursuant to the terms and provisions of that certain Assignment And Assumption Of Leasehold Interest, of even date herewith (herein the "Second Assignment").

Further notice is hereby given that RSVT Real Estate Corporation has accepted the assignment under the Second Assignment and has thereby agreed to assume and discharge all of the duties, liabilities and obligations of the lessee under the Lease.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

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

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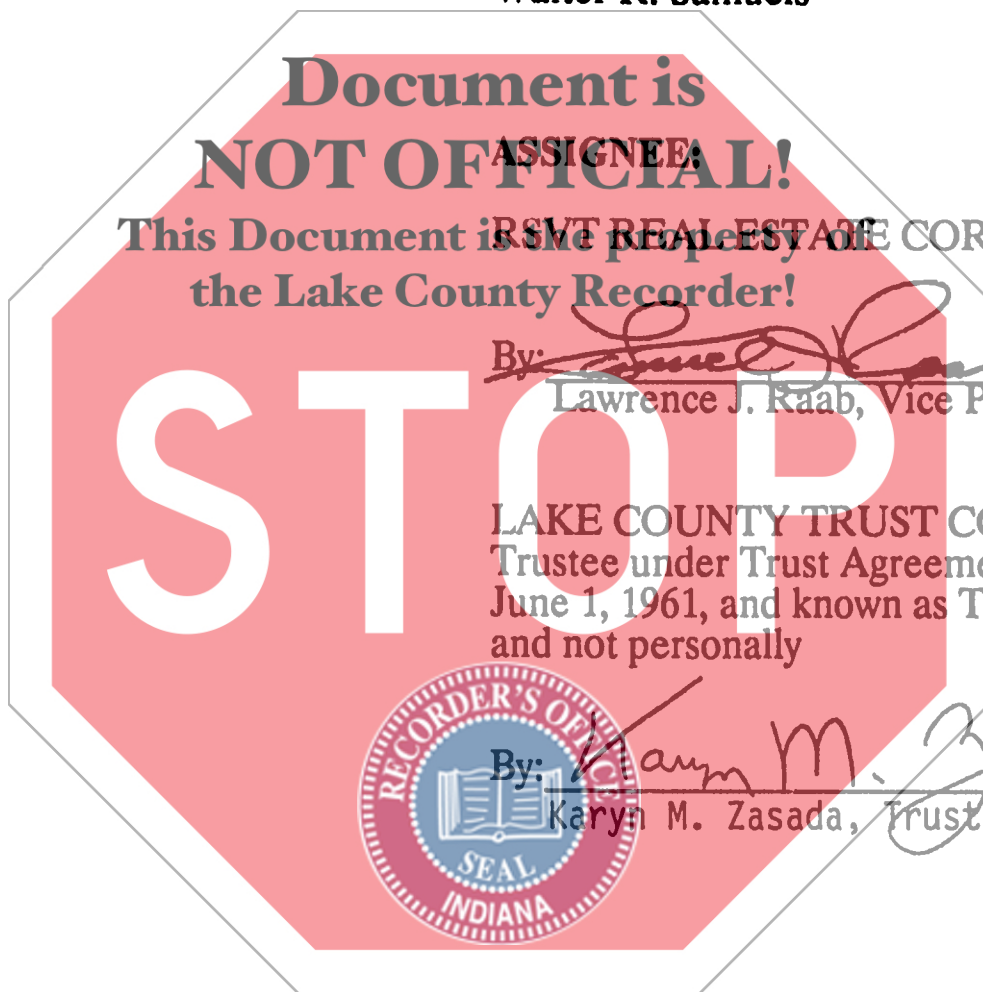
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representations, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee or for the purpose or with the intention of binding said Trustee personally, but this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trust Company or against the beneficiaries of Trust Number 814 on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

ASSIGNOR:

Walter R. Samuels
Walter R. Samuels
Walter R. Samuels



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ASSIGNEE:
TRUST REAL ESTATE CORPORATION
This Document is the property of
the Lake County Recorder!

By: Lawrence J. Raab
Lawrence J. Raab, Vice President

LAKE COUNTY TRUST COMPANY, as
Trustee under Trust Agreement dated
June 1, 1961, and known as Trust No. 814,
and not personally

By: Karyn M. Zasada
Karyn M. Zasada, Trust Officer



Attest By:

Charlotte L. Keilman

Charlotte L. Keilman, Assistant Trust Officer

STATE OF NEW YORK }
COUNTY OF NEW YORK } SS:

Before me, a Notary Public in and for said County and State, personally appeared WALTER R. SAMUELS and acknowledged the execution of the foregoing Memorandum And Notice Of Assignment And Assumption Of Leasehold Interest.

Witness my hand and Notarial Seal this 11 day of February, 1991.

Corinne Becker
Notary Public

My Commission Expires:

1/31/92

County of Residence:

New York

CORINNE BECKER
Notary Public, State of New York
No. 31-4792263
Qualified in New York County
Commission Expires January 31, 1992



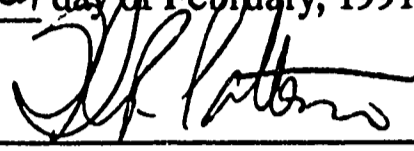
STATE OF INDIANA

COUNTY OF LAKE

} SS:

Before me, a Notary Public in and for said County and State, personally appeared LAWRENCE J. RAAB as vice president of RSVT REAL ESTATE CORPORATION, and acknowledged the execution of the foregoing Memorandum And Notice Of Assignment And Assumption Of Leasehold Interest, as he is duly authorized to do on behalf of said corporation.

Witness my hand and Notarial Seal this 19th day of February, 1991.



GLENN R. PATTERSON Notary Public

My Commission Expires:

11/25/92

County of Residence:

Lake

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STOP



STATE OF INDIANA
COUNTY OF LAKE

} SS:

Before me, a Notary Public in and for said County and State, personally appeared Karyn M. Zasada and Charlotte L. Keilman as Trust Officer & Ass't TO of LAKE COUNTY TRUST COMPANY AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 1, 1961, AND KNOWN AS TRUST NUMBER 814, and acknowledged the execution of the foregoing Memorandum And Notice Of Assignment And Assumption Of Leasehold Interest, as he is duly authorized to do on behalf of said Trust Number 814, and not personally.

Witness my hand and Notarial Seal this 19th day of February, 1991.

Angela Newcomb
Angela Newcomb Notary Public

My Commission Expires:

April 2, 1994

County of Residence:

LAKE



This Instrument prepared by Glenn R. Patterson, Esq., Singleton, Levy and Crist, Suite 200, 9245 Calumet Avenue, Munster, Indiana 46321

EXHIBIT "1"

**TO MEMORANDUM AND NOTICE OF ASSIGNMENT
AND ASSUMPTION OF LEASEHOLD INTEREST**

Parcel 1:

The North 670 feet of Lot 1, Park Addition to Highland, as shown in Plat Book 28, page 22, also a part of Lot 1, Park Addition to Highland, as shown in Plat Book 28, page 22, more particularly described as beginning at a point 855 feet Southwesterly from the East line of Lot 1 measured along the Southeasterly line of Lot 1; thence Northwesterly measured at right angles with the last described line a distance of 143.64 feet to the South line of the North 670 feet of said Lot 1; thence East along the South line of the North 670 feet to the Southeasterly line of said Lot 1 a distance of 197.88 feet; thence Southwesterly along the Southeasterly line of Lot 1, a distance of 136.10 feet to the place of beginning in the Town of Highland, Lake County, Indiana.

Parcel 2:

Right and Easement to go upon, over and across and to use the following described real estate: That part of the Southwest Quarter of the Northwest Quarter of Section 21, Township 36 North, Range 9 West of the 2nd Principal Meridian described as follows: Commencing at a point where the South line of the Southwest Quarter of the Northwest Quarter intersects the Easterly right of way line of U.S. Highway No. 41, as the same exists and is now laid out; thence East along the South line of the Southwest Quarter of the Northwest Quarter a distance of 136.5 feet to the place of beginning; thence North 74 degrees 02 minutes East a distance of 132.5 feet to a point of tangent; thence Northerly on a curve convex to the Southeast and having a radius of 75 feet, a distance of 96.91 feet; thence East a distance of 88.0 feet; thence South a distance of 62.5 feet; thence South 46 degrees 01 minutes 34 seconds East a distance of 66.34 feet to the South line of the Southwest Quarter of the Northwest Quarter; thence West a distance of 317.50 feet to the place of beginning, for ingress and egress as created by indenture of easement dated October 22, 1963, and recorded December 26, 1963, in Miscellaneous Record 884, page 57, as Document No. 534457, made by and between Lake County Trust Company, not personally, but as Trustee under the Trust Agreement dated February 21, 1961, and known as Trust No. 782, et al., all in the Town of Highland, Lake County, Indiana.

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③

ASSIGNMENT OF LEASE

This Assignment of Lease made and entered into this 30th day of January, 1981, by and between Tradeway of Highland, Inc., a debtor-in-possession in a proceeding under Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Southern District of Indiana, Indianapolis Division under Cause Number IP 79-4246-RA (hereinafter referred to as "Assignor"), and Walter S. Samuels, 1633 Broadway, New York, New York 10019 (hereinafter referred to as "Assignee"),

WITNESSETH THAT:

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WHEREAS, a certain Lease dated October 24, 1977

(hereinafter referred to as the "Lease"), was entered into by and between Assignor, as Lessee and Lake County Trust Company, Trustee under Trust #814, as Lessor, for certain premises commonly known as 8401 Wicker Park Boulevard, Highland, Indiana, which premises are more particularly described in the Lease, a copy of which is attached hereto, made a part hereof and marked Exhibit "A"; and

WHEREAS, Assignor desires to assign all of its right, title and interest in and to the Lease to Assignee pursuant to his offer to purchase the Lease; and

WHEREAS, by its Order of January 2, 1981, the United States Bankruptcy Court authorized Assignor to assume the Lease and to assign its leasehold interest to Assignee pursuant to his offer to purchase.

NOW, THEREFORE, in consideration of these premises and the agreements herein contained, the parties hereto agree as follows:

1. Assignor hereby assumes and affirms its interest as Lessee under the Lease, Exhibit "A" attached hereto.

2. Assignor hereby assigns and transfers to Assignee all of its right, title and interest as Lessee under the Lease subject to the payments and conditions to be performed by Lessee therein.

3. Pursuant to the Court Order, this assignment is made free and clear of all liens and encumbrances, if any, which may be asserted against the interest of the Assignor in the Lease.

4. Assignee hereby accepts said assignment of Lease and hereby assumes and agrees to make all of the payments and perform all of the agreements, obligations and conditions of the Lease to be performed by Lessee.

IN WITNESS WHEREOF, the parties hereto have executed or have caused this Assignment of Lease to be executed on their behalf by their duly authorized officers on the date first written above, effective as of that date.

TRADEWAY OF HIGHLAND, INC.

By: *Bernard A. Major*
Bernard A. Major,
Chairman of the Board

ATTEST:



By: *Jerrold M. Abelson*
Jerrold M. Abelson,
Secretary

Walter R. Samuels
Walter R. Samuels
A. ...

ACKNOWLEDGMENT

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

Claimant (Walter Craig)

DONALD A MAJOR

Before me, a Notary Public in and for said County and State, personally appeared WALTER A. CRAIG and JERROLD M. ABELSON, the President and Secretary, respectively, of Tradeway of Highland, Inc., who acknowledged the execution of the foregoing Assignment of Sublease as a free and voluntary act and deed of the Corporation this 18 day of February, 1981.



Steven H. Amick

STEVEN H. AMICK, Notary Public
County of Residence MARION

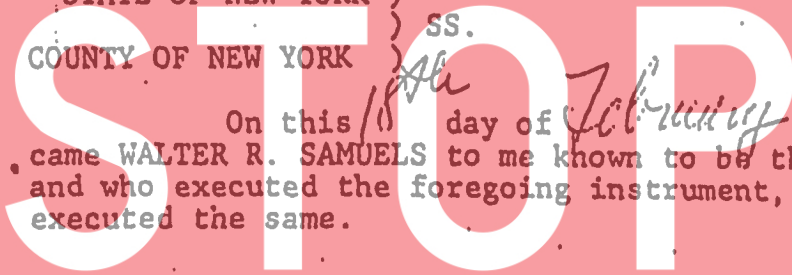
My Commission Expires: _____

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STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

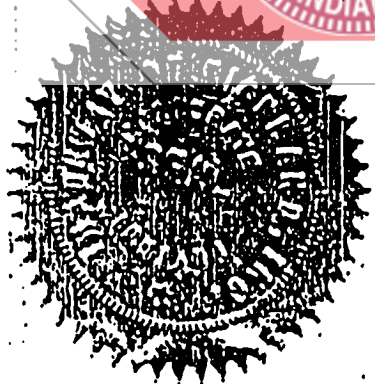
On this 18 day of February, 1981 before me personally came WALTER R. SAMUELS to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.



Julie Blauke

Notary Public

JULIE BLAUBE
Notary Public, State of New York
No. 44-000-031
Qualified in Queens County
Commission Expires March 13, 1981



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 This Document is the property ^{BETWEEN} of
 the Lake County Recorder!
 LAKE COUNTY TRUST COMPANY,
 Trustee Under Trust #814
 as Lessor
 -and-
 TRADEWAY OF HIGHLAND, INC.,
 an Indiana corporation
 as Lessee

STOP

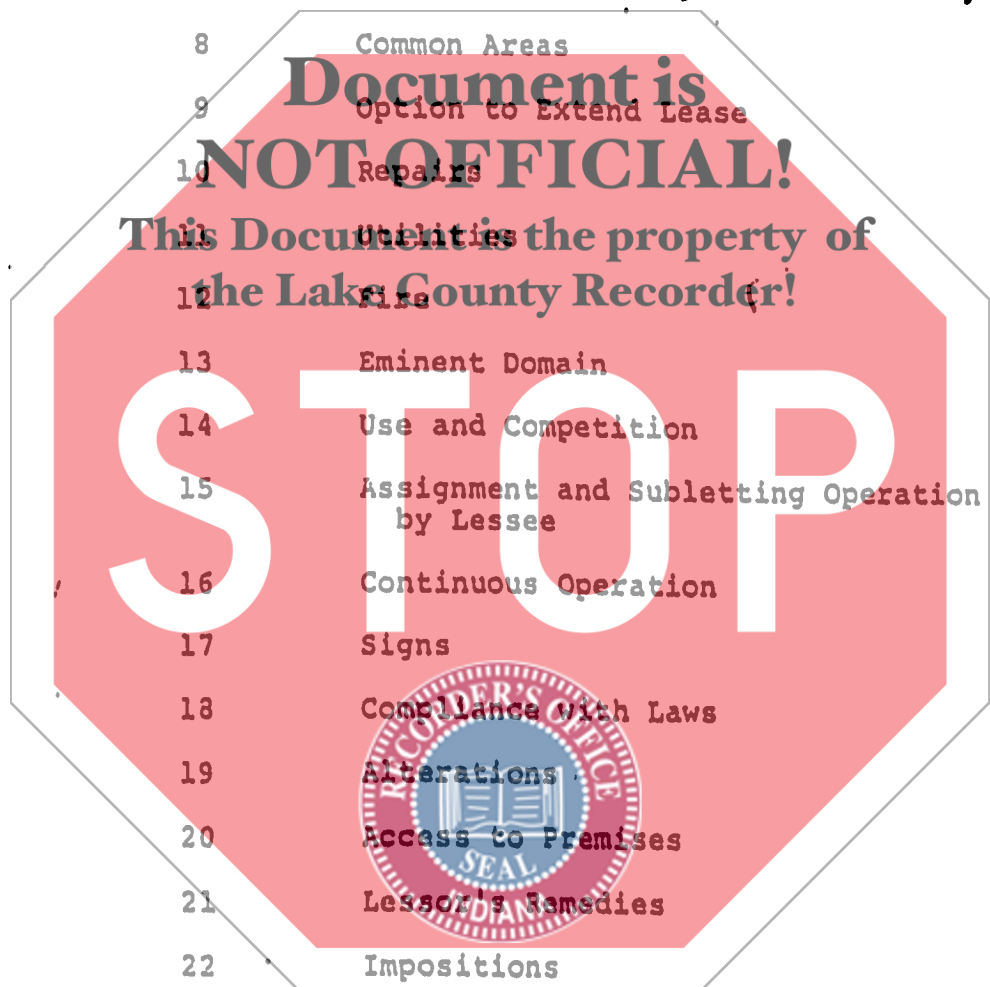


10-27-77: Original of this document is on file in the Recorder's Office.

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EXHIBIT "A"

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AGREEMENT OF LEASE

THIS AGREEMENT OF LEASE made and entered into as of this 24 day of October, 1977, by and between LAKE COUNTY TRUST COMPANY, Trustee under Trust #814, having an office at 2200 North Main Street, Crown Point, Indiana 46307 (hereinafter referred to as "Lessor"), and TRADEWAY OF HIGHLAND, INC., an Indiana corporation, having an office at 3800 U.S. 31 South, Kokomo, Indiana 46901 (hereinafter referred to as "Lessee").

W I T N E S S E T H:

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In consideration of the payment by Lessee to Lessor of the sum of \$25,000 by cashier's check upon execution of this lease and the further payment of the sum of \$25,000 by Lessee to Lessor in eight equal and consecutive monthly installments of \$3,125.00, the first monthly installment to be paid on January 1, 1978, and each subsequent monthly installment to be paid on the first day of each month thereafter, and in the further consideration of the rents, covenants and conditions herein set forth, Lessor and Lessee do hereby mutually covenant, promise and agree as follows:

1. DEMISED PREMISES

Lessor does hereby demise unto Lessee and Lessee does hereby take from Lessor, for the term hereinafter provided, and any extension(s) thereof, certain store premises containing approximately 84,000 square feet of gross ground floor area, measured from the interior of exterior walls and the middle of interior walls, ("T-Way Store") located within a shopping center on the east side of Wicker Park Boulevard, Town of Highland, Lake County, Indiana. The T-Way Store is outlined in red and cross-hatched on Exhibit A (and designated Store #1



thereon) and is referred to as the "Demised Premises" or "Premises". The Demised Premises are located within a shopping center building ("Shopping Center Building") in a shopping center ("Shopping Center") outlined by a blue line on Exhibit A and described in Exhibit B annexed hereto and made a part hereof.

Subject to the terms and conditions of this Lease, during the term hereof Lessee shall have the right and a non-exclusive easement in common with other tenants of the Shopping Center (and their respective employees, concessionaires, licensees, customers and invitees) to use all parking and other common facilities and the like thereon, as presently designed on Exhibit A, and which may hereafter, from time to time be constructed, allocated and set aside for use as common facilities and built on the Shopping Center.

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2. TERM

The initial term ("initial term") of this lease shall commence upon the "Commencement Date" as that term is hereinafter defined, and shall terminate on January 31, 1998, unless extended or sooner terminated as hereinafter provided. The word "Term", as used in this lease, shall include the initial term of this lease, as hereinabove described, and any extensions thereof. The Term and Lessee's obligation to pay rent, shall commence on a date (the "Commencement Date") which shall be the first to occur as follows:

- (a) December 1, 1977; or
- (b) The date Lessee shall open the Demised Premises for business to the public.

3. ANNUAL MINIMUM RENT

Lessee shall, commencing upon the Commencement Date and during the initial term and all extensions of the Term of

this lease pursuant to Article 9 hereof, pay to Lessor a fixed minimum rental ("Rent") during the first ten (10) years of the initial term at the annual rate of \$210,000 and for the remainder of the initial term ("Initial Term Remainder") at the annual rate of \$220,000 and for an extension of the initial term at the annual rate set forth in Article 9 hereof.

All such Rent shall be paid to Lessor at such place as Lessor shall designate in writing from time to time without abatement or dimution, in equal monthly installments without notice or demand on the first day of each month, in advance, commencing upon the Commencement Date, provided, however, in the event the first day of the Term shall not be the first day of a calendar month, then the Rent for such month shall be prorated

upon a daily basis.

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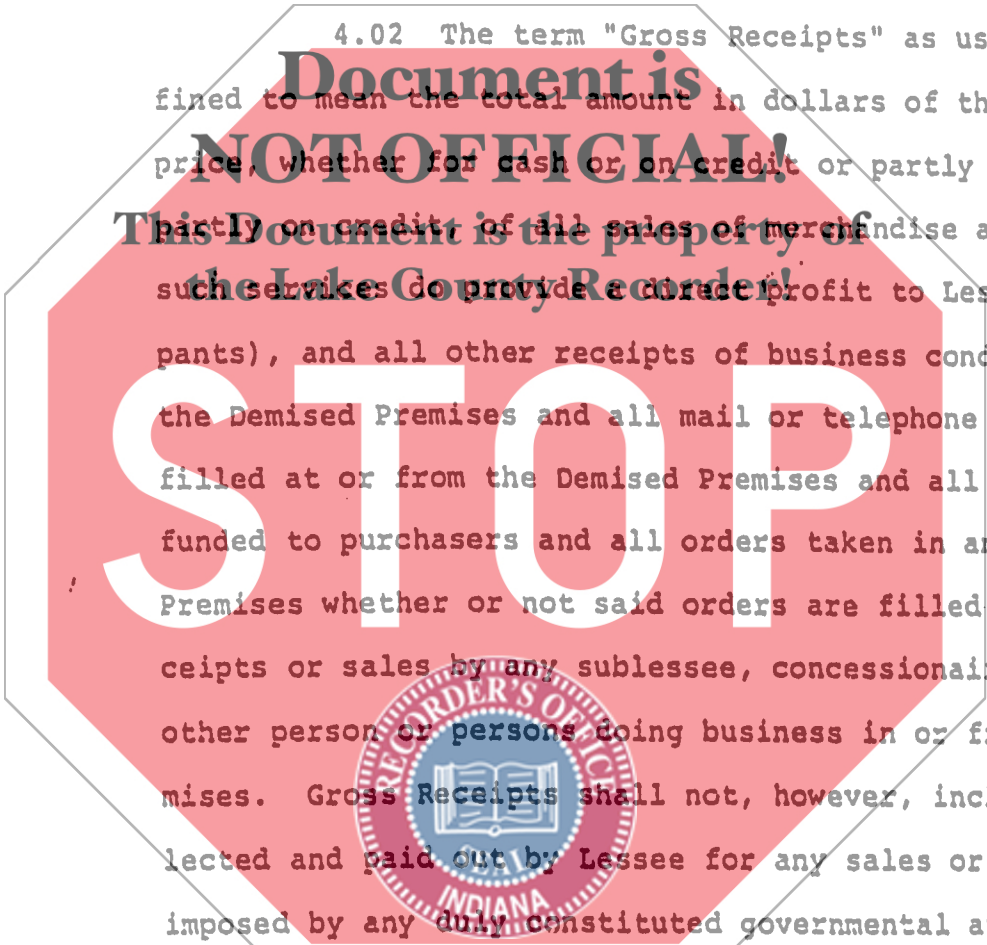
4. PERCENTAGE RENT

4.01 In addition to the "Rent" set forth in Article 3 above, Lessee covenants and agrees to pay as additional rent, a sum ("Percentage Rent") equal to two (2%) percent of the Gross Receipts (as hereinafter defined) received at the Demised Premises over and in excess of the "Base Figure" (as hereinafter defined) of Gross Receipts during each "Lease Year" (as hereinafter defined) of the Term. As used herein, the term "Lease Year" shall mean a period during the Term of twelve (12) months commencing on January 1 and terminating on December 31. For the purposes of this Article 4, for any period prior to January 1, 1978, Lessee shall not be obligated to pay Percentage Rent for such period. In the event that any Lease Year shall be less than twelve (12) months then the Base Figure shall be appropriately adjusted for such partial Lease Year and proportionately reduced. The term "Base Figure" shall mean \$7,100,000 during

the first ten (10) years of the initial term, \$7,500,000 during the period of the Initial Term Remainder and \$8,500,000 if the Term is extended pursuant to Article 9 hereof.

On or before the thirtieth day after the expiration of each "Percentage Rent Period" (as hereinafter defined) included in the Term and thirty days after the termination (including any early termination) of the Term, Lessee shall pay to Lessor the Percentage Rent. The term "Percentage Rent Period" means the semi-annual periods commencing January 1 and July 1 in each Lease Year or partial Lease Year.

4.02 The term "Gross Receipts" as used herein is defined to mean the total amount in dollars of the actual sales price, whether for cash or on credit or partly for cash and partly on credit, of all sales of merchandise and services (if such services do provide a direct profit to Lessee or its occupants), and all other receipts of business conducted in or from the Demised Premises and all mail or telephone orders received or filled at or from the Demised Premises and all deposits not refunded to purchasers and all orders taken in and from the Demised Premises whether or not said orders are filled elsewhere and receipts or sales by any sublessee, concessionaire, licensee and any other person or persons doing business in or from the Demised Premises. Gross Receipts shall not, however, include any sums collected and paid out by Lessee for any sales or retail excise tax imposed by any duly constituted governmental authority, nor shall they include any exchange of goods or merchandise between the stores of Lessee where such exchange of goods or merchandise is made solely for the convenient operation of the business of Lessee and not for the purpose of consummating a sale which has theretofore been made at, in or from the Demised Premises or for the



purpose of depriving Lessor of the benefit of a sale which otherwise would be made at, in or from the Demised Premises, nor sales made to employees at discount, nor sales made through vending machines, nor the amount of returns to shippers or manufacturers, nor the amount of any cash or credit refund made upon any sale, nor sales of fixtures which are not a part of Lessee's stock in trade. Each sale upon installment or credit shall be treated as a sale in the month during which such sale shall be completed. No deduction shall be made from Gross Receipts for any franchise, income or gross receipts taxes, or for any other taxes based upon income of Lessee.

4.03 Lessee shall utilize cash registers equipped with sealed continuous totals, or such other method as may be first approved by Lessor, to record all Gross Receipts and Lessee shall keep on the Demised Premises for at least eighteen (18) months after expiration of each Lease Year or partial Lease Year records conforming to sound and accepted accounting practices showing all of the Gross Receipts at, in, from, and upon the Demised Premises for such Lease Year or partial Lease Year, including all tax reports, sales slips, sales checks, bank deposit records and other supporting data. Within 15 days after the end of each calendar month, or portion thereof in the lease Term, Lessee shall furnish Lessor a statement, certified by one of Lessee's Executive Officers, of Lessee's Gross Receipts during such month or portion thereof; and on or before April 1st in each calendar year included in the lease Term and within sixty (60) days after the end of the lease Term shall furnish Lessor a statement, hereinafter called the annual statement, certified by an independent Certified Public Accountant approved by Lessor, of Lessee's Gross Receipts during the preceding Lease Year or partial Lease Year. Lessor

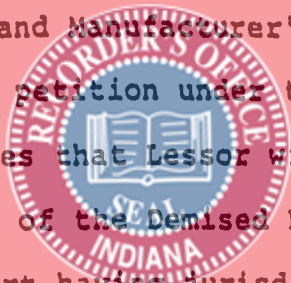
shall have the right from time to time by its accountants or representatives to audit all annual statements of Gross Receipts and in connection with such audits to examine all of Lessee's records (including all supporting data) of Gross Receipts and Lessee shall make all such records available for such examination. Such audit shall be by a certified public accountant satisfactory to Lessee. If any such audit discloses that the actual Gross Receipts by Lessee exceeded those reported, Lessee shall forthwith pay the Percentage Rent due for the excess. If such audit discloses that said Gross Receipts exceeded those reported by more than 2%, Lessee shall pay the cost of such audit and examination.

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5. DELIVERY

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It is the intention of Lessor and Lessee that Lessee shall have possession of the Demised Premises on the date that Lessor hereof is legally entitled to deliver the Demised Premises to Lessee. The Lessee acknowledges that the Demised Premises are now under lease to a subsidiary corporation of United Merchants and Manufacturer's, Inc. ("UM&M") and that UM&M filed a Chapter XI petition under the Bankruptcy Act. The Lessee further acknowledges that Lessor will not be legally permitted to deliver possession of the Demised Premises to Lessee until the Bankruptcy Court having jurisdiction over the UM&M Chapter XI proceeding authorizes and directs UM&M to deliver legal possession of the Demised Premises to Lessor. Lessee further agrees that Lessor has no obligation hereunder to undertake to obtain legal possession of the Demised Premises from UM&M.



Lessee's possession, and occupancy of the Demised Premises prior to the Commencement Date, shall be subject to the terms, covenants and conditions of this lease, except for the payment of Rent and Percentage Rent. Lessee acknowledges that it has inspected the Demised Premises and is satisfied with the physical condition thereof and agrees to accept same in its condition as of the date of execution hereof.

6. LESSOR'S WORK

Within ninety days after the Commencement Date, Lessor agrees to install an interior partition ("Demising Wall") which shall physically separate the Demised Premises from the remainder of space (Store #2 as shown on Exhibit A) located southerly therefrom.

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7. ADDITIONAL SHOPPING CENTER BUILDINGS

Lessor agrees that no further buildings, additions or improvements shall be erected or constructed in the Shopping Center without Lessee's prior written consent. Notwithstanding the foregoing, Lessee hereby consents to the erection of a one story building (excluding mechanical penthouses) within the area indicated for such purpose on Exhibit C annexed hereto and made a part hereof, provided Lessor complies with the following:

- (a) the aggregate floor area of the building to be erected in such area shall not exceed 5,500 square feet;
- (b) such building shall be used solely for a restaurant or a fast food (e.g. McDonalds) operation or a bank, and for no other purpose.

Further and notwithstanding the foregoing, Lessee hereby consents to the erection of a one story building (excluding mechanical penthouses) which building ("building addition") shall be conti-

guous with the northerly wall of the present Shopping Center Building and the front (westerly) perimeter wall of said building addition shall not extend beyond a straight line connecting Point A with Point B (Point A being a point determined by the northerly wall of said building addition as if extended ten (10) feet beyond the outside surface of the exterior wall of the Shopping Center Building and Point B being a point determined by the southerly wall of said building addition as if not extended beyond the outside surface of the exterior wall of the Shopping Center Building), provided Lessor complies with the following:

(a) the aggregate floor area of the building addition to be erected in such area shall not exceed 24,000 square feet;

(b) upon completion of such building addition there shall be parking spaces available in the Common Areas in the ratio of four (4) parking spaces for each 1,000 square feet of selling area contained within the Shopping Center Building;

(c) such building addition shall have as a principal use or uses, those use or uses described in Schedule-1 attached hereto. With respect to any use or uses not described on Schedule-1, Lessor shall request the approval of Lessee, which approval shall not be unreasonably withheld or delayed. Any dispute between Lessor and Lessee relating to Lessee's approval or disapproval of a proposed use (not listed on Schedule-1 as to which uses Lessee hereby consents and approves) shall be resolved by arbitration in accordance with procedures set forth in Article 46.

Nothing herein contained shall be deemed to prevent the installation by Lessor of lighting fixtures or standards, traffic control devices or the renovation or restoration of any buildings, or changes which may be required to comply with the laws, rules, orders and regulations of the municipal authorities having jurisdiction.

8. COMMON AREAS

8.01. Lessee understands and hereby acknowledges that the Demised Premises are subject to a certain indenture dated October 22, 1963 by and among Lessor and various other parties, a true copy of which is concurrently herewith being initialled by Lessor and Lessee and incorporated herein by reference (hereinafter the "Traffic Channelization Agreement"). This lease shall be subject to all of the terms and covenants of the Traffic

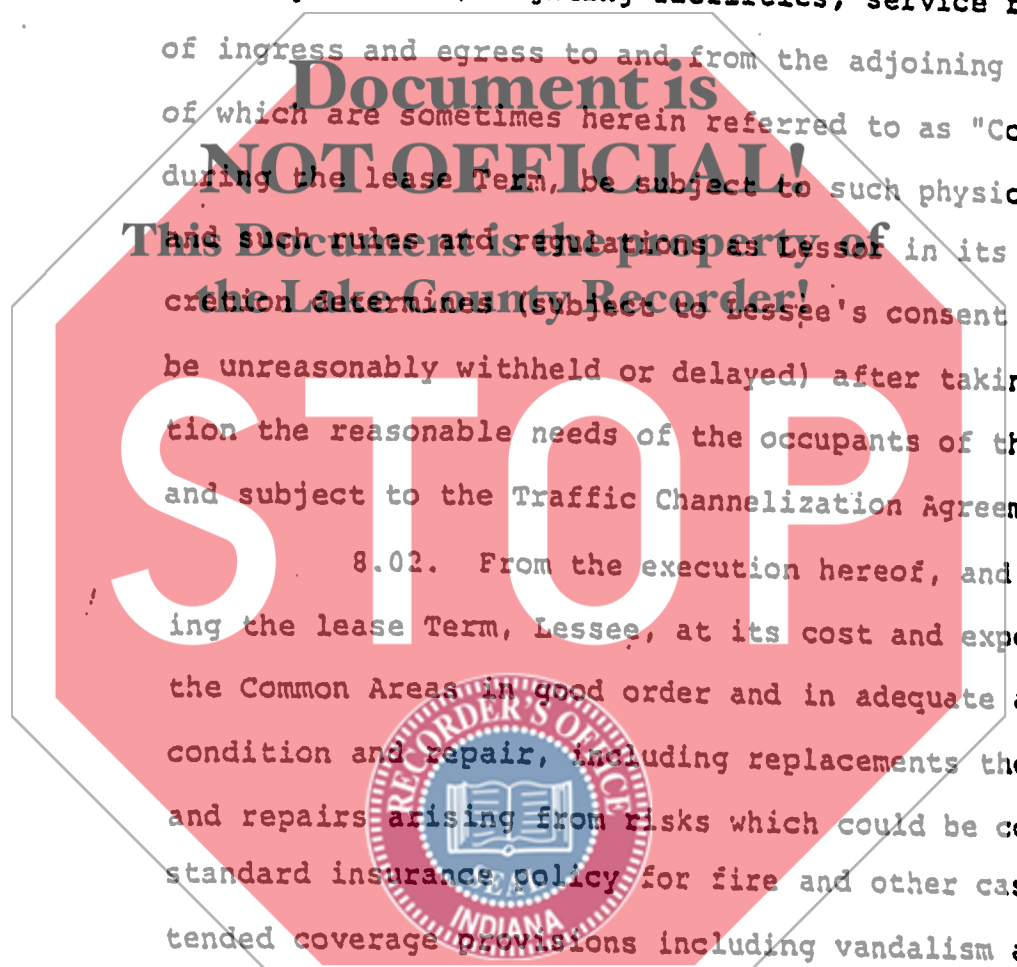


Channelization Agreement and to any and all extensions, renewals, replacements and modifications thereof, all of which Lessor covenants will only be made with the prior consent of Lessee during the Term of this lease. Lessee hereby assumes and agrees to perform all obligations under the Traffic Channelization Agreement applicable to the owner (and its beneficiaries) and/or occupant of the Shopping Center accruing during the Term of this lease. The parking area and other common facilities of the Shopping Center, all approaches, entrances, exits, sidewalks, roadways, landscaped areas, lighting facilities, service roads and means of ingress and egress to and from the adjoining public roads (all

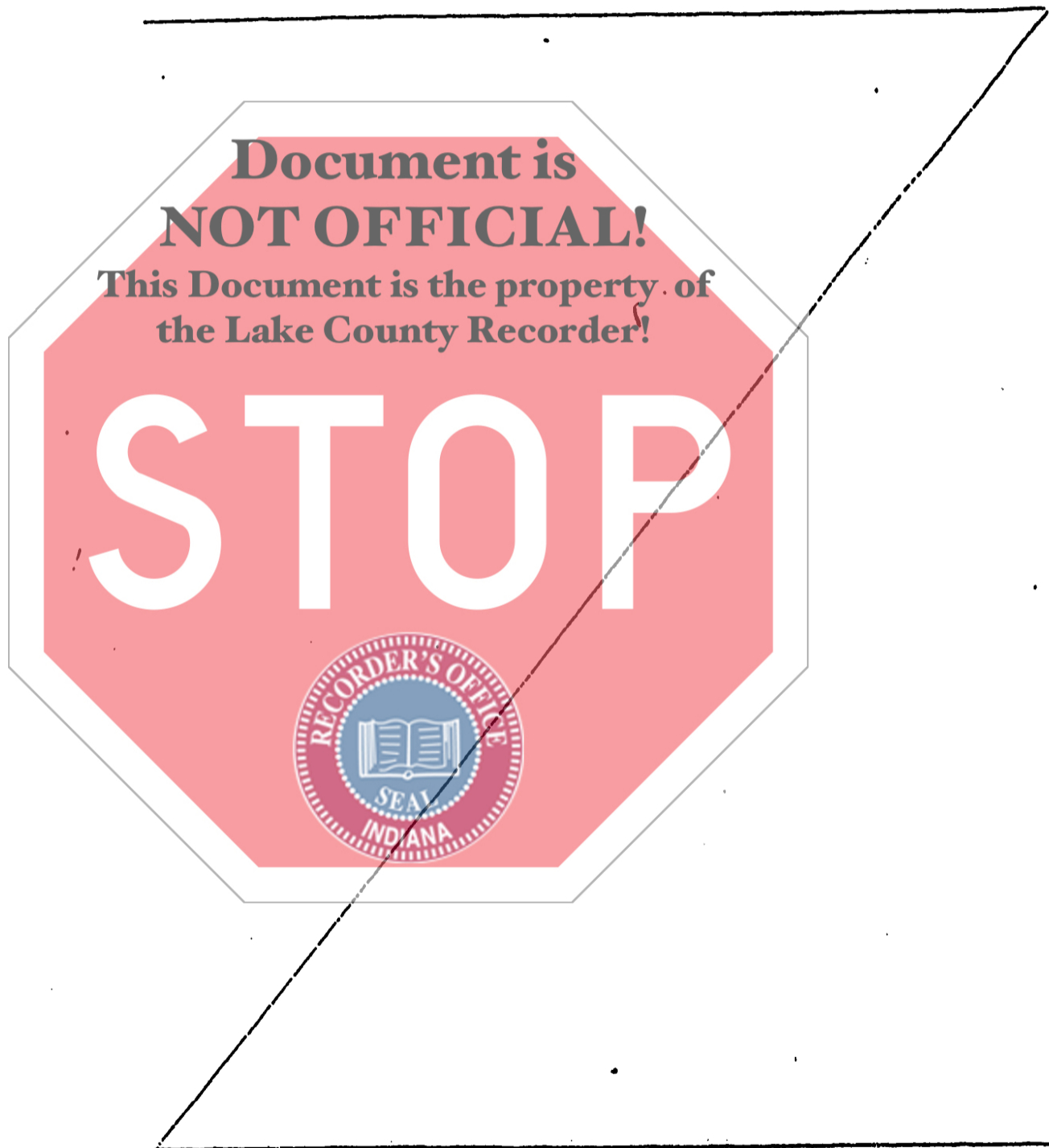
of which are sometimes herein referred to as "Common Areas") shall during the lease Term, be subject to such physical modifications

and such rules and regulations as Lessor in its reasonable discretion determines (subject to Lessee's consent which shall not be unreasonably withheld or delayed) after taking into consideration the reasonable needs of the occupants of the Shopping Center and subject to the Traffic Channelization Agreement.

8.02. From the execution hereof, and thereafter during the lease Term, Lessee, at its cost and expense, shall keep the Common Areas in good order and in adequate and serviceable condition and repair, including replacements thereof as required and repairs arising from risks which could be covered under a standard insurance policy for fire and other casualties with extended coverage provisions including vandalism and malicious mischief, which Common Areas obligations shall include all matters referred to in Sections 8.01 and 8.03 hereof, as well as keeping the same marked for the orderly traffic flow and parking of automobiles, free and clear of debris, obstructions, water, snow, ice and supplying adequate illumination therefor during such normal Shopping Center business hours as any occupant of the Shopping



Center shall be opened for business and for at least forty-five minutes thereafter. The provisions of this paragraph shall be for the benefit of Lessor, Lessee and the other tenants of the Shopping Center, provided, however, Lessee shall not be liable to the other tenants due to any interruption in the use of the Common Areas or the services required to be furnished therein, unless such interruption arises from the negligent act or omission of Lessee or any person acting on Lessee's behalf.



8.03. The "operating cost" of the Common Areas, as herein defined, shall mean the total cost of maintaining and operating the Common Areas, including without limitation, payments required under the Traffic Channelization Agreement to be made by the owner (and its beneficiaries) and/or occupant of the Shopping Center during the Term of this lease, and maintenance of any traffic lights and signals on and off the Common Areas which is required in connection with the operation of the Shopping Center, gardening and landscaping, the cost of public liability and property damage insurance and other insurance attributable to the Common Areas, repairs, painting, striping, lighting, sanitary control, removal of snow, trash, rubbish, garbage and other refuse, replacements, depreciation on a straight-line basis for machinery and equipment used in such maintenance and operation (provided Lessee has not been reimbursed by Lessor theretofore for the original cost of said machinery and equipment), and the cost of personnel required therefor (other than non-technical, administrative office and clerical personnel), including the cost of personnel to implement such services, to direct parking and to police the Common Areas, if such personnel are necessary.

8.04. Lessor shall pay to Lessee Lessor's "prorata share" (as hereinafter defined) of the operating cost of the Common Areas.

Lessor's "prorata share" shall be determined by multiplying the operating costs of the Common Areas by a fraction the numerator of which shall be the gross square foot ground floor area of all buildings in the Shopping Center (excluding the Demised Premises) and the denominator of which shall be the gross square foot ground floor area of all buildings in the Shopping Center (including the Demised Premises). Lessor shall

pay to Lessee, quarterly based upon a written statement certified by an officer of Lessee, its prorata share of the operating costs of the Common Areas during each Lease Year of the Term as hereinafter provided. For the purpose of this Section 8.04, the first Lease Year begins on the Commencement Date and terminates on January 1, 1978. On or before April after the expiration of the first Lease Year of the Term and of each subsequent Lease Year, Lessee shall deliver to Lessor a statement certified by a certified public accountant satisfactory to Lessor setting forth in reasonable detail the total operating costs expended by Lessee in maintaining the Common Areas and comprising the total operating costs. Such statement shall certify that it has been prepared in accordance with sound and generally accepted accounting principles consistently applied. If said statement shows that Lessor has overpaid its prorata share of said operating costs for the Lease Year in question, Lessee shall refund to Lessor such excess amount at the time it submits such statement. If such statement shows that Lessee has underpaid its said share of said costs, Lessor shall pay to Lessee, within thirty days thereafter, its prorata share of operating costs of the Common Areas, to the end that Lessee shall receive Lessor's prorata share of the operating costs of the Common Areas for such Lease Year. Where there is an extraordinary expenditure (including any capital expenditure), Lessor's prior written approval must be obtained prior to such expenditure. Lessee herewith grants to Lessor the right to audit Lessee's books and records pertaining to such charges to ascertain the correctness and propriety of such charges, provided such audit is made within twelve (12) months after the annual statement is submitted by Lessee to Lessor. Such audit shall be conducted by a certified public accountant satisfactory to Lessee. If requested by Lessor, Lessee shall



furnish Lessor with bills, invoices or other proof showing the operating costs of the Common Areas. If the audit reveals an error in Lessee's annual statement by 2% of the submitted costs, Lessee shall bear the expense of such audit.

8.05. Lessor represents that based upon its measurement records for the purposes of determining Lessor's prorata



share of the operating costs of the Common Areas and "Impositions" as defined in Article 22, that the gross square feet of ground floor area in the Shopping Center Building containing the Demised Premises is 125,000 square feet. Based on the foregoing, Lessor's prorata share is 32.8% of the operating costs of the Common Areas and Impositions, and Lessee's share is 67.2% of the operating costs of the Common Areas and Impositions. Provided, however, (and notwithstanding anything to the contrary contained in Section 8.04) until such time as Lessor shall lease Store #2 as shown on Exhibit A, Lessor's prorata share of the operating costs of the Common Areas for the period ending on January 1, 1979, shall be -0- and Lessee's prorata share of the operating costs of the Common Areas shall be 100%, and thereafter, Lessor's prorata share of the operating costs for the Common Areas shall be 32.8% of said operating costs but in no event shall Lessor be obligated to pay more than \$6,800 per Lease Year.



8.06 No advertising signs or displays shall be erected or placed on the Common Areas without Lessor's prior written consent, which consent shall not be unreasonably withheld or delayed.

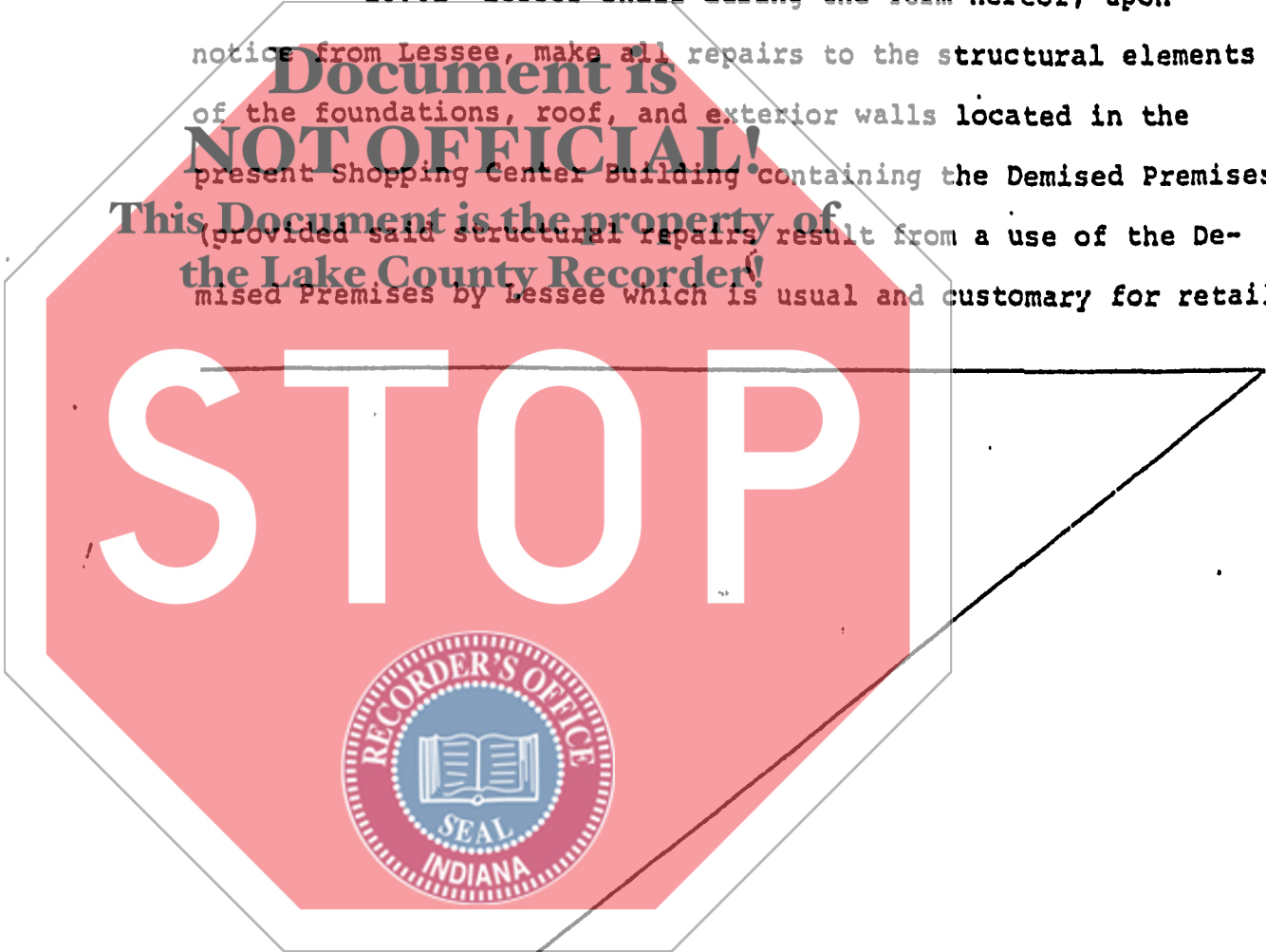
8.07 If, in Lessor's good faith business judgment, it should determine that its prorata share of operating costs of the Common Areas are unreasonably excessive or that Lessee is not maintaining the Common Areas up to the standards which comparable local shopping centers in the Highland area are maintained, then Lessor shall have the right to assume the obligation to maintain said Common Areas upon at least thirty (30) days' prior written notice to Lessee. In such event Lessor shall, during the remainder of the Term hereof, maintain said Common Areas. Lessee and all other tenants and/or occupants of the Shopping Center shall thereafter during the Term hereof pay to Lessor the amounts that they had been paying to Lessee for their share of Common Area operating costs.

9. OPTION TO EXTEND LEASE

9.01. Provided Lessee is not in default hereunder, Lessee shall have the option to extend the Term of this lease for one (1) additional period of ten (10) years upon the same terms and conditions of this lease, except that the Rent shall be \$242,000 per annum, which option shall be exercised by written notice to Lessor not less than twelve (12) months prior to the expiration of the initial term hereof.

10. REPAIRS

10.01 Lessor shall during the Term hereof, upon notice from Lessee, make all repairs to the structural elements of the foundations, roof, and exterior walls located in the present Shopping Center Building containing the Demised Premises (provided said structural repairs result from a use of the Demised Premises by Lessee which is usual and customary for retail



department or discount stores in free standing shopping centers in the Highland area). Notwithstanding the foregoing, Lessor shall not be obligated to make repairs to the roof to the extent ordinary maintenance and repairs are necessary to maintain its watertight quality, which repairs shall be made by Lessee and Lessor shall not be obligated to repair and replace the exterior and interior of all windows, plate glass doors, store fronts and signs, which repairs shall be made by Lessee, unless such repairs are required by reason of a structural condition. Notwithstanding any provision of this Section 10.01 to the contrary, Lessor shall not be obligated to make repairs arising from damage caused by any act, omission or negligence of Lessee, any assignee or subtenant or concessionaire or their respective employees, agents, invitees, licensees or contractors. In the event Lessee shall make any alterations, Lessee shall be solely responsible for all such altered portions of the Premises.

10.02. Except as provided in Section 10.01 above, Lessee shall, at its own cost and expense, keep, maintain, repair and replace the Demised Premises, and each and every part thereof, including, without limitation, the repair, replacements and maintenance of the heating, air-conditioning (including the required servicing and draining of the cooling towers) and other mechanical systems, plumbing and electrical systems and doors; door frames and glass. Lessee shall maintain and repair all portions of the Demised Premises which Lessor is obligated to maintain and repair pursuant to Section 10.01 hereof if such repairs are made necessary as a result of Lessee's failure to maintain and repair those items which Lessee is obligated to maintain or repair pursuant to this Section 10.02 or which arise from the negligence of Lessee, its concessionaires or any assignee or subtenant of Lessee or their respective employees, agents, invitees, licensees or contractors.

10.03. Notwithstanding the foregoing provisions, of this Article 10, in the event that any of the foregoing repairs are required as a result of fire or other casualty or condemnation, then the provisions of Article 12 and Article 13 shall control in lieu of the provisions of this Article 10.

10.04. If Lessee shall fail to make (or shall commence to make but shall fail diligently to prosecute) such repairs, changes or replacements, as the case may be, which it is required to make in accordance with the provisions of this Article 10, after thirty (30) days written notice of the necessity therefor (or of such failure) or such shorter period as may be reasonable in an emergency, Lessor may perform such repairs at the expense

of Lessee. Said expense shall be paid as additional rental with the next succeeding installment of Rent together with interest at the legal maximum rate.

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10.05. If Lessor or the Institutional First Mortgagee shall fail to make (or shall commence to make but shall fail diligently to prosecute) any repairs to be made by Lessor in accordance with the provisions of this Article 10, after thirty (30) days written notice of the necessity therefor (or of such failure) or such shorter period as may be reasonable in an emergency, Lessee may perform all of the same at the expense of the Lessor and Lessor shall reimburse Lessee for the cost of such repair, together with interest at the legal maximum rate within ten (10) days after written demand therefor.

10.06. For the period commencing on January 1, 1988, and for the remainder of the Term, the costs and expenses ("Major Mechanical System Expenses") incurred and paid by Lessee during a Lease Year for the purpose of replacing and repairing the Major Mechanical Systems (as hereinafter defined) located within the Demised Premises, may be deducted, on a cumulative basis, from Percentage Rent due hereunder, provided, however, during the

initial term hereof deductions for Major Mechanical System Expenses may be made only from Percentage Rent sums payable to Lessor from Gross Receipts in excess of \$9,500,000 and during the extension of the Term, if any, deductions for Major Mechanical System Expenses may be made only from Percentage Rent sums payable to Lessor from Gross Receipts in excess of \$10,500,000. The term "Major Mechanical Systems" means replacement and repair of the heating, air-conditioning, ventilating, plumbing and electrical systems and roof located within the Demised Premises. From time to time, but no less than once every six (6) months during each Lease Year, Lessee shall furnish to Lessor evidence satisfactory to Lessor of Lessee's actual expenses incurred in connection with the Major Mechanical Systems. Such evidence to include supporting schedules detailing the date the expense was incurred, the party to whom the expense was paid and the party who performed the work in question and supporting invoices from said parties and such other information as Lessee may reasonably request.

10.07. Lessee shall immediately commence to install and complete, at Lessee's expense, two new heat exchangers to be located on the roof of the Shopping Center Building containing Demised Premises. In the event the cost to furnish and install said exchangers shall exceed \$5,000 Lessor will reimburse Lessee for such excess amount.

11. UTILITIES

Lessee shall promptly pay for all utilities rendered or furnished to the Demised Premises from the date of execution hereof, including steam, heat, water, gas, electricity, light and power. Water and sewer charges or water and sewer taxes, regardless of the manner billed or assessed, shall be paid by Lessee, for the period of the Term of this lease. Lessor represents that all utilities presently serving the Demised Pre-

mises are connected to the lines of the utility or governmental body furnishing such utility service; that Lessee shall have the right to receive such service without additional connection charges and shall not be obligated to pay any private party for its right to the continued use of same. Until such time as Lessor



shall lease Store #2 (or commence tenant work therein) as described on Exhibit A, Lessor shall contribute the sum of \$100 per month as its share of the utility cost for Store #2 as long as such utilities are within the reasonable control of Lessee. At such time as any tenant work is commenced in Store #2 or Store #2 is leased, Lessor and/or its tenant shall pay for all utility services provided to said Store.

12. FIRE

12.01. From and after the date on which Lessee shall enter upon the Demised Premises and take possession thereof, Lessor shall insure the Demised Premises and the Shopping Center Building containing the Demised Premises against loss, damage or destruction by fire or other casualties included in a standard extended coverage endorsement including vandalism and malicious mischief with the named insureds thereon, Lessor, Lessee and any mortgagees as their interests may appear subject to the provisions of this lease. Such insurance shall be in an amount equal to the full replacement cost thereon (with up to a \$10,000 deductible provision for each loss at the discretion of Lessor) less footings, foundations and slabs; such replacement cost to be reappraised at the request of Lessor or Lessee, but not more often than every two (2) years by an independent appraiser, the cost of such appraiser to be shared equally by Lessor and Lessee. Lessee shall within ten days after request from Lessor pay to Lessor Lessee's prorata share of insurance carried by Lessor under this Section 12.01. For the purposes of this Section 12.01, Lessee's prorata share of such insurance premiums shall be that percentage which the gross square feet of ground floor area within the Demised Premises (presently 84,000 square feet) bears to the gross square feet of ground floor area within the Shopping Center (presently 125,000 square feet). Based on the foregoing, Lessee's present prorata share of insurance premiums for insurance carried by Lessor under this Section 12.01, shall be 67.2%. On the Commencement Date and on January 1,

1979 and on January 1 of each Lease Year thereafter, Lessee shall pay to Lessor \$7,000 on account of insurance premiums payable by Lessor under this Section 12.01, said \$7,000 to be credited by Lessor against Lessee's prorata share of insurance premiums required to be paid hereunder. During each Lease Year Lessor shall recalculate the payments to be made by Lessee on account of insurance premiums, such recalculation to be based upon the actual insurance premiums paid during the Lease Year preceding the Lease Year in question. Further, at such time as Lessor shall secure the actual insurance premiums for the Lease Year in question, Lessee shall promptly remit to Lessor any deficiency between its prorata share thereof and amounts paid on account thereof or if Lessee has paid on account thereof more than its prorata share thereof, Lessor shall remit to Lessee such excess amount. For the purpose of the insurance deductible provision referred above, Lessee shall be obligated to pay its then prorata share thereof in the event of any loss, said Lessee's prorata share to be determined in the same manner as its share of insurance premiums is so determined, provided, however, in the event such loss arises from the sole negligence of any party, such negligent party shall bear 100% of the loss within said deductible provision. Duplicate originals of such insurance policies or



certificates thereof shall be delivered to Lessee and each mortgagee, unless such mortgagee shall require the originals of such insurance policies, in which event said original(s) shall be delivered to such mortgagee on demand. So long as Lessor shall maintain the insurance required hereunder, Lessor shall not be liable for any loss or damage to the Demised Premises, resulting from fire, explosion or other casualty or occurrence nor liable for any loss or damage to the furniture, fixtures, equipment, merchandise, machinery or improvements of Lessee or its sublessee's resulting from fire, explosion or other casualty or occurrence, including Lessor's negligence.

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12.02. In the event that at any time during the lease Term or any extension thereof the permanent improvements then constituting all or any part of the Demised Premises shall be damaged or destroyed partially or totally by fire, or other insured casualty or occurrence required to be insured by Lessor pursuant to Section 12.01, Lessor shall, subject to the provisions of Section 12.03 below, repair, rebuild and restore the same as nearly as practicable to the condition existing just prior to such damage or destruction. All proceeds with respect to the Demised Premises payable at any time and from time to time by any insurance company under any policies as aforesaid shall be payable for the purpose of repair, rebuilding and restoration ("Reconstruction") as provided for in Section 12.03 hereof to the Institutional First Mortgagee (as defined in Article 24), if any, or if none, to Lessor.

12.03. In the event the Demised Premises are damaged by fire, explosion or any other casualty, Landlord shall, subject to the terms and conditions of this Section 12.03 and Article 12

hereof, within thirty (30) days from the date of such damage commence to repair said damage and complete such repairs within eight (8) months from the date of such damage, provided, however, if the cost to repair such damage shall exceed the amount of insurance proceeds recovered as a result of such damage Lessor shall have no obligation to repair such damage until the following conditions ("Conditions") have occurred:

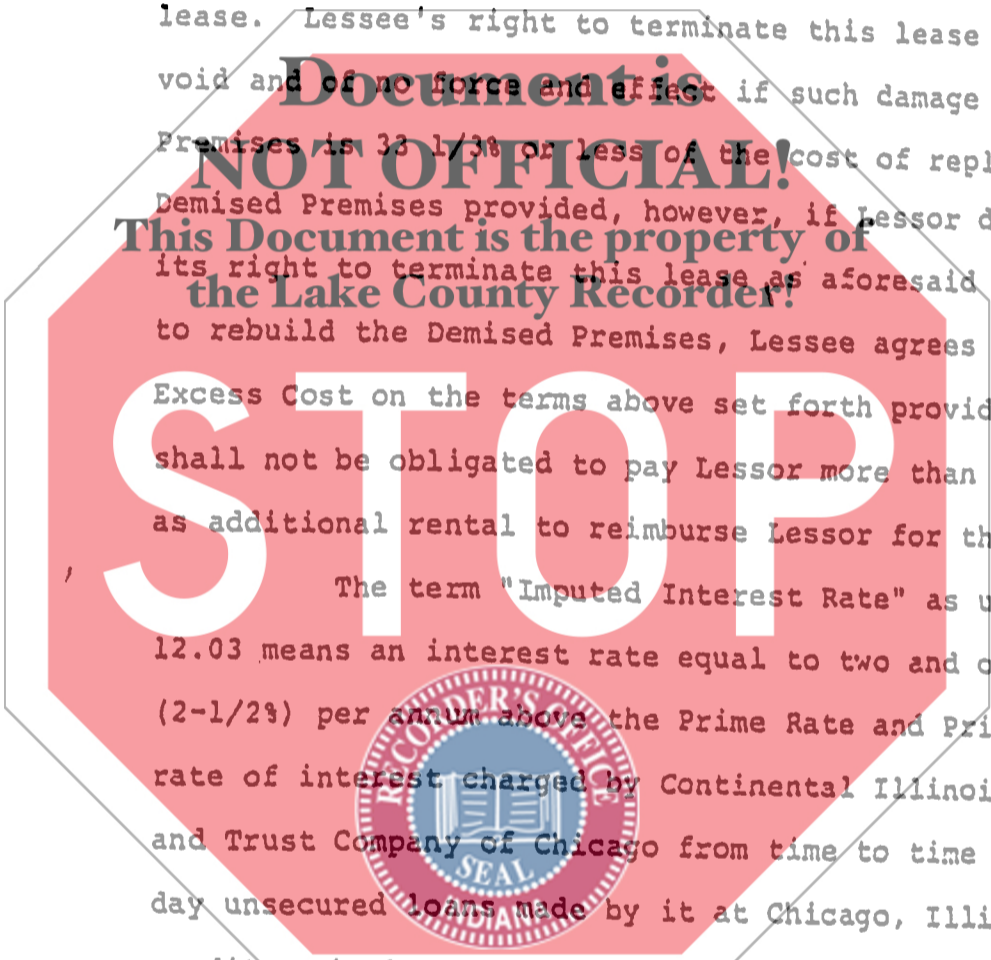
(a) Lessee has agreed in writing to pay Lessor as additional rent 100% of the cost ("Excess Costs") to repair the Demised Premises in excess of the amount of insurance proceeds recovered as a result of such damage, the Excess Costs to be paid to Lessor in equal monthly installments along with, but separate and distinct from, the Rent due hereunder, together with interest at the "Imputed Interest Rate" (as hereinafter defined), said monthly installments to be in an amount required in order that the Excess Costs, together with interest thereon at the Imputed Interest Rate shall be fully repaid to Lessor over the then remaining portion of the initial term (or if this lease be in an extended term, over the then remaining portion of such extended term) in equal monthly installments, to be applied first to payment of interest at the Imputed Interest Rate and the balance to the payment of Excess Costs. In any event, the Excess Costs plus any accrued interest at the Imputed Interest Rate, shall be due and payable on the date this lease terminates or expires for any reason whatsoever.

(b) Lessee shall execute such additional instruments as Lessor shall request to evidence the unpaid Excess Costs and the amount of each monthly payment contemplated by the terms hereof.

If, within ten (10) days after the date Lessor shall have advised Lessee that the insurance proceeds are inadequate to repair said

damage to the Demised Premises, the Conditions shall not have occurred, then, in such event, Lessor may, within the ten (10) day period next following, elect to either terminate this lease or pay the Excess Costs. Provided, however, if the "Gross Receipts" (as defined in Section 4.02) shall for the twelve month period preceding the date of such damage be less than \$7,000,000 (except for that period expiring on January 1, 1979, less than \$6,000,000 on a prorata basis), Lessee may, within the five (5) day period next following receipt of Lessor's notice to rebuild with Lessor paying the Excess Cost, elect to terminate this lease. Lessee's right to terminate this lease shall be null and void and of no force and effect if such damage to the Demised Premises is 33 1/3% or less of the cost of replacement of the Demised Premises provided, however, if Lessor does not exercise its right to terminate this lease as aforesaid provided but elects to rebuild the Demised Premises, Lessee agrees to pay Lessor the Excess Cost on the terms above set forth provided that Lessee shall not be obligated to pay Lessor more than \$7,500 per annum as additional rental to reimburse Lessor for the Excess Costs.

The term "Imputed Interest Rate" as used in this Section 12.03 means an interest rate equal to two and one-half percent (2-1/2%) per annum above the Prime Rate and Prime Rate means the rate of interest charged by Continental Illinois National Bank and Trust Company of Chicago from time to time for ninety (90) day unsecured loans made by it at Chicago, Illinois to its most creditworthy borrowers. In no event shall the Imputed Interest Rate be less than 8.5% per annum or exceed 12 1/4% per annum. All interest pursuant to this Section 12.03 shall be computed for the actual number of days elapsed on the basis of a year consisting of 360 days.



If the repairing shall render the Demised Premises untenable, in whole or in part, a proportionate abatement of the Rent shall be allowed from the date when the damage occurred until the date Lessor completes its work, said proportion to be computed on the basis of the relation which the gross square foot area of the ground floor space rendered untenable bears to the gross square foot area of the ground floor space of the Demised Premises; and in such event the "Base Figure" (as defined in Section 4.01) shall be equitably adjusted for such period. In no event shall Lessor be required to repair or replace Lessee's stock in trade, fixtures, furniture, furnishings, floor coverings and equipment.

If Lessor is required or elects to repair the Demised Premises as herein provided, Lessee shall repair or replace its stock in trade, fixtures, furniture, furnishings, floor coverings and equipment, and if Lessee has closed, Lessee shall promptly re-open for business. Notwithstanding the foregoing, if the Demised Premises is damaged during the last two years of the initial term or during the last two years of any extended term to the extent of 33 1/3% or more of the cost of replacement thereof, Lessor and Lessee, at their option, may terminate this lease within the thirty (30) day period following such damage.

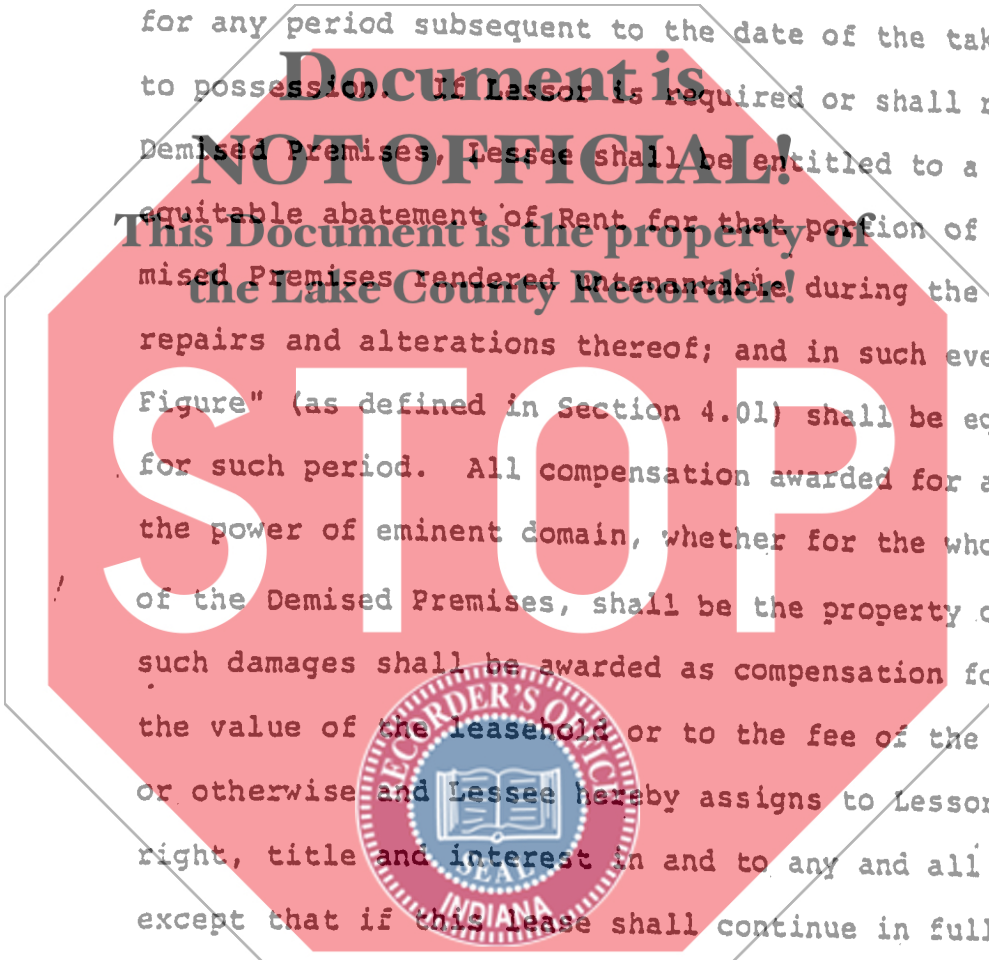
12.04. Except as provided in Section 12.03 and Article 13 to the contrary, there shall be no Rent abatement during any repairing, rebuilding, restoration, alteration or Reconstruction, including Reconstruction as a result of a taking as set forth in Article 13 hereof.

13. EMINENT DOMAIN

13.01. If the whole of the Demised Premises shall be taken by any public authority by the exercise, or under the threat of the exercise of the power of eminent domain, the lease Term shall cease as of the day the right to possession shall be taken by such public authority, and Lessee shall pay rent up to that date with an appropriate refund by Lessor of such rent as may have been paid in advance for any period subsequent to the date the right to possession is taken. If less than all of the floor area of the Demised Premises shall be so taken, the lease Term shall cease only on the parts so taken as of the day the right to possession shall be taken by such public authority, and Lessee shall pay rent up to that day with appropriate refund by Lessor of such rent as may have been paid in advance for any period subsequent to the date the right to possession is taken and thereafter the Rent and the "Base Figure" (as defined in Section 4.01) shall be equitably adjusted. Lessor shall at its expense make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remaining premises a complete architectural unit, provided that Lessor shall not be obligated to undertake any such repairs and alterations if the cost thereof exceeds the award received by Lessor provided, further, if such costs to repair and alter the Demised Premises exceeds the award received by Lessor for the Demised Premises, then, if Lessee agrees to pay Lessor such costs in excess of said award in the manner and on the same terms and conditions as provided for in Section 12.03 with respect to the payment of Excess Costs as therein defined, Lessor shall proceed to repair and alter the Demised Premises as heretofore provided. If Lessee shall not agree to pay such costs in excess of said award on the same terms and conditions provided in Section 12.03 with respect



to the payment of Excess Costs, Lessor may elect to terminate this lease or repair and alter the Demised Premises. Notwithstanding anything to the contrary in this lease contained, in no event shall Lessee be entitled to terminate this lease as to the portion of the Demised Premises not taken unless the floor area of the Demised Premises so taken leaves the remaining space no longer suitable for a full line retail department store, in which event, the lease Term shall cease and Lessee shall pay rent up to the day the right to possession is taken, with an appropriate refund by Lessor of such rent as may have been paid in advance for any period subsequent to the date of the taking of the right to possession. If Lessor is required or shall repair or alter the Demised Premises, Lessee shall be entitled to a temporary and equitable abatement of Rent for that portion of the remaining Demised Premises rendered untenable during the period of Lessor's repairs and alterations thereof; and in such event the "Base Figure" (as defined in Section 4.01) shall be equitably adjusted for such period. All compensation awarded for any taking under the power of eminent domain, whether for the whole or a part of the Demised Premises, shall be the property of Lessor, whether such damages shall be awarded as compensation for diminution in the value of the leasehold or to the fee of the Demised Premises or otherwise and Lessee hereby assigns to Lessor all of the Lessee's right, title and interest in and to any and all such compensations, except that if this lease shall continue in full force and effect, Tenant may make a separate claim to the condemning authority for the value of its personal property located within the Demised Premises and if this lease shall terminate, Tenant may make a separate claim to the condemning authority for the value of its personal property within the Demised Premises and the value of any leasehold improvements (other than leasehold improvements made by Lessor) and the cost of Lessee's moving expenses.



the guarantor of Lessee's (or sublessee's) obligations under this lease (or any sublease) will operate any competing department store under any store name within a radius of three (3) miles of the center of the Shopping Center. Notwithstanding the foregoing, this restriction shall not apply to (a) any store being operated on the date hereof by any corporation controlled by the guarantor of Lessee's (or sublessee's) obligations under this lease (or any sublease) or (b) any store then operated by an assignee of Lessee's interest in this lease or a subtenant of the entire Premises in the event of any such assignment or subletting by Lessee in accordance with the provisions of Article 15 hereof.

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15. ASSIGNMENT AND SUBLETTING OPERATION BY LESSEE

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15.01. Subject to the provisions of Section 15.02, Lessee may not assign this lease, or sublet, or underlet, license or grant concessions for, all or any part of the Demised Premises.

15.02. Notwithstanding the provisions of Section 15.01 hereof, Lessee may assign this lease, or sublet, or underlet, license or grant concessions for all or any part of the Demised Premises, for a full line retail department store, to an "Approved Party" (as hereinafter defined). An "Approved Party" means any person or legal entity (i) having a net worth of \$10 million dollars, as certified by an independent certified public accountant mutually satisfactory to Lessor and Lessee and (ii) having a good business reputation. Any assignment or sublease shall be subject to the following conditions:

(a) during the first ten years of the initial term the annual Rent shall be \$220,500 and for the remainder of the initial term the annual Rent shall be \$231,000 and for extended portion of

the Term pursuant to Article 9 hereof the annual Rent shall be, \$254,100;

(b) no such assignment or sublease nor the acceptance of Rent by the Lessor from such assignee or sublessee shall relieve, release or in any manner affect the liability of the Lessee;

(c) any such assignee or sublessee shall, in writing, assume and agree to keep observe and perform all of the agreements, conditions, covenants and terms of this lease on the part of the Lessee to be kept, observed and performed and shall be, and become liable jointly and severally with the Lessee for the non-performance thereof accruing from said date;

(d) a duplicate original of any such assignment or sublease and assumption duly executed and acknowledged by the Lessee and by such assignee or sublessee shall be delivered to the Lessor after such assignment and assumption shall have been executed and delivered;

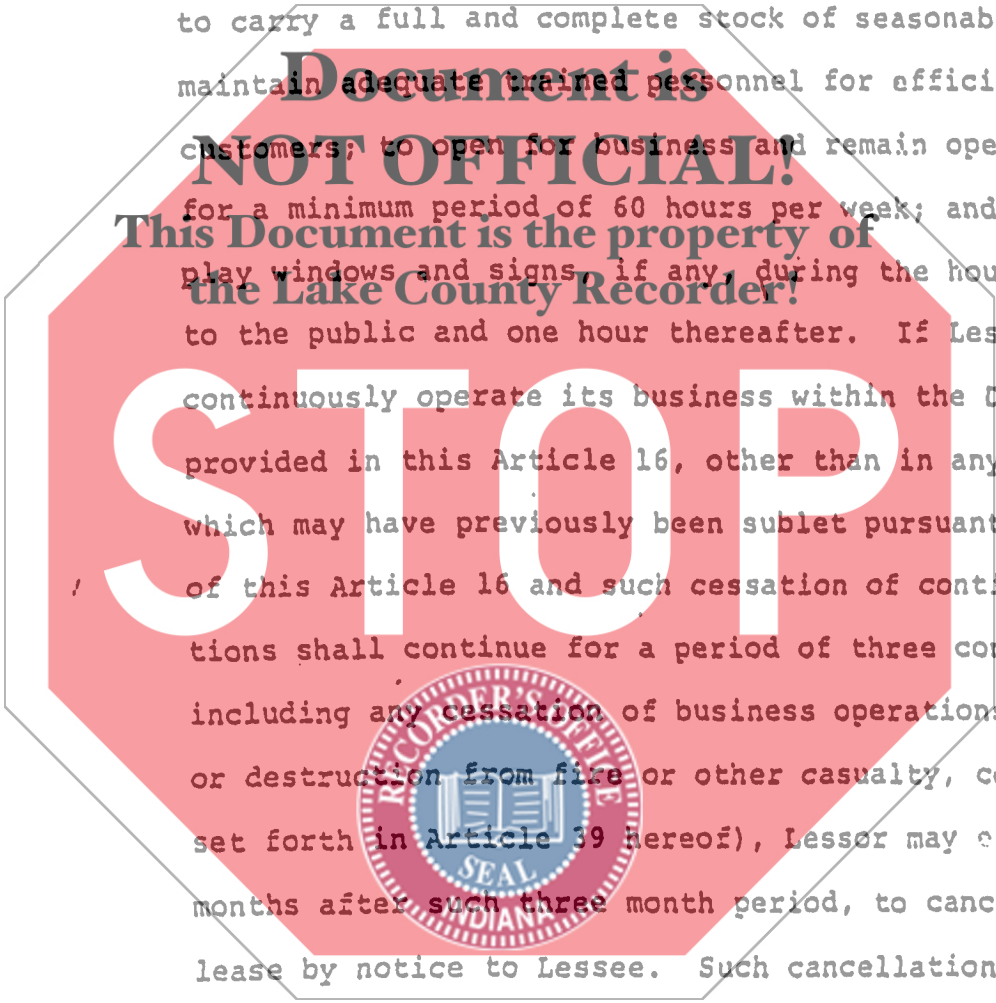
(e) no additional assignment or sublease of this lease shall be made except upon compliance with and subject to the provisions of this Article 15; and

(f) any subletting shall be subject to all the terms, conditions and covenants of this lease, except as modified by subparagraph (a) hereof.

15.03. Notwithstanding the provisions of Section 15.02 hereof, in the event the Demised Premises are damaged due to fire or other casualties to the extent of 33 1/3% or more of the cost of replacement thereof, then, for a period of 18 months from such date of damage, Lessee may not assign, sublet, underlet, license or grant concessions to an "Approved Party".

16. CONTINUOUS OPERATION

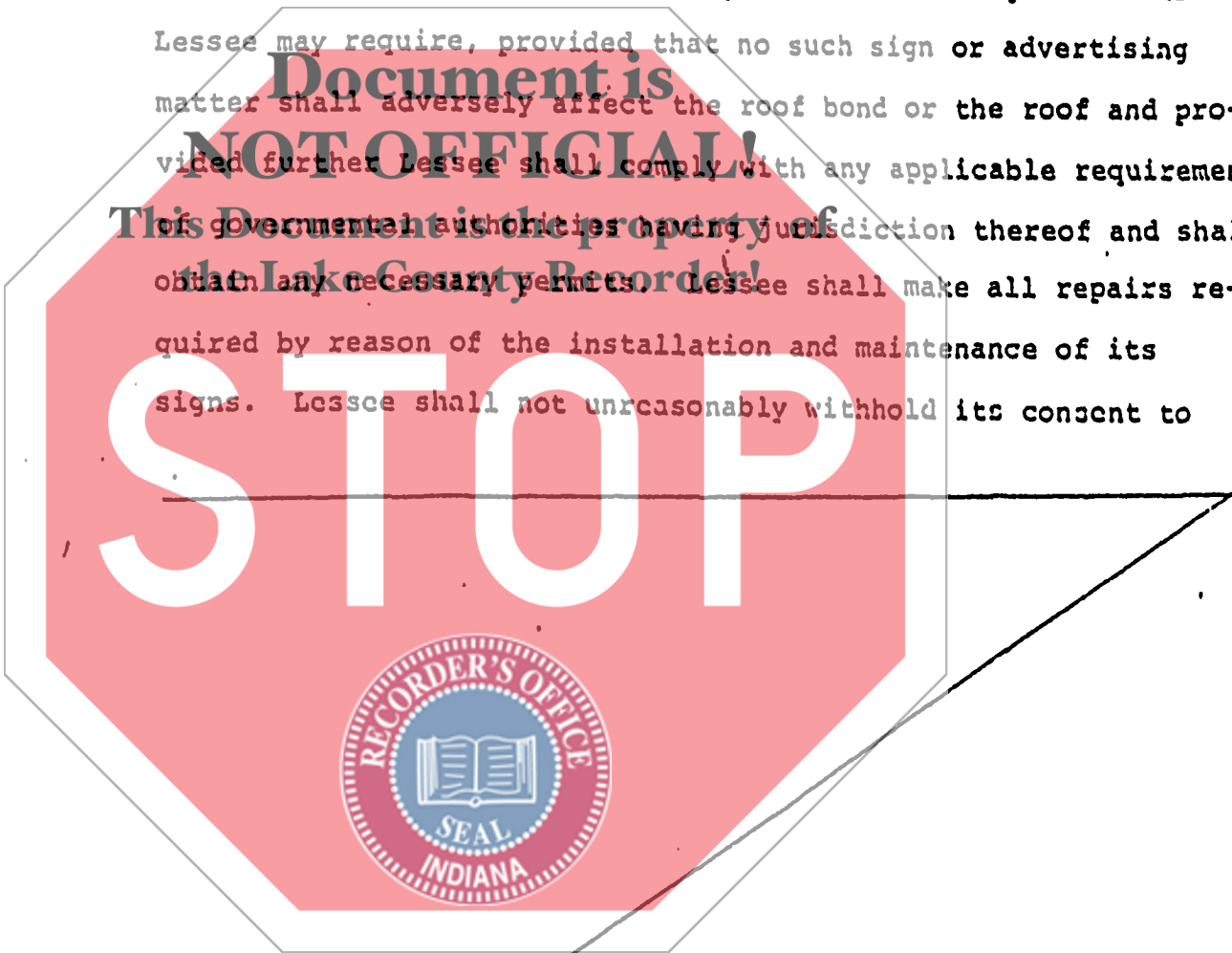
Except when and to the extent that the Demised Premises are untenable by reason of damage by fire or other casualty, Lessee agrees to use and continuously operate for the use provided in Section 14 all of the Demised Premises other than such minor portions thereof as are reasonably required for storage and office purposes; to use such storage and office space only in connection with the business conducted by Lessee in the Demised Premises; to furnish and install all trade fixtures which shall at all times be suitable and proper for carrying on Lessee's business; to carry a full and complete stock of seasonable merchandise; to maintain adequate trained personnel for efficient service to customers; to open for business and remain open to the public for a minimum period of 60 hours per week; and to light its display windows and signs, if any, during the hours when it is open to the public and one hour thereafter. If Lessee shall cease to continuously operate its business within the Demised Premises as provided in this Article 16, other than in any portion thereof which may have previously been sublet pursuant to the provisions of this Article 16 and such cessation of continuous business operations shall continue for a period of three consecutive months (not including any cessation of business operations relating to damage or destruction from fire or other casualty, condemnation or matter set forth in Article 39 hereof), Lessor may elect, within six (6) months after such three month period, to cancel and terminate this lease by notice to Lessee. Such cancellation shall be effective forty-five (45) days after such notification has been given by Lessor to Lessee unless within said forty-five day period Lessee shall recommence its business operations within the Demised Premises and thereafter remaining open for business as contemplated



by this Article 16 for a period of twelve (12) consecutive months. In such event, this lease, at the option of Lessor, shall be cancelled and terminated as of such effective date, all Rent, additional rent, other charges due hereunder shall be adjusted and prorated as of such date and the parties hereto shall thereupon be relieved from all further obligations to the other hereunder.

17. SIGNS

Subject to the prior written consent of Lessor, Lessee shall have the right to install, maintain and replace in, on over or in front of its store, such signs or advertising matter as Lessee may require, provided that no such sign or advertising matter shall adversely affect the roof bond or the roof and provided further Lessee shall comply with any applicable requirements of governmental authorities having jurisdiction thereof and shall obtain any necessary permits. Lessee shall make all repairs required by reason of the installation and maintenance of its signs. Lessee shall not unreasonably withhold its consent to



other tenants in the Shopping Center who request permission to participate in the use of the existing pylon sign located in the Shopping Center and agree to pay to Lessee their equitable share of the operating costs of the sign and the initial cost of their sign.

18. COMPLIANCE WITH LAWS

Lessee agrees to comply with all laws, ordinances, orders, rules and regulations, now or hereafter in force, applicable to the Demised Premises by reason of any use by Lessee, its assigns, sublessees, concessionaires, contractors, licensees, employees or agents or resulting from their manner of use.

Lessee may contest the validity or applicability of any such law, ordinance, order, rule or regulation and refuse to comply with same pending a final determination in any proceeding brought thereon, provided that any such non-compliance shall not subject the Lessor or the Institutional First Mortgagee to any criminal liability and Lessee hereby indemnifies Lessor and each such mortgagee and agrees to hold them harmless from any liability, loss, costs, fines, suits, penalties and damages, including reasonable counsel fees resulting from such non-compliance.

19. ALTERATIONS

19.01. Lessee shall have the right, at its expense, from time to time, to redecorate its store and upon the written approval of Lessor, to make such interior, and/or non-structural alterations, installations and changes in such part thereof as it shall deem necessary or desirable for its purpose; provided, however that the aforementioned alterations, installations and changes shall not impair the safety of the Demised Premises and shall be done in a good and workmanlike manner in accordance with all the applicable laws and other governmental requirements, and provided further that any such alterations or changes shall not weaken the structural soundness, or diminish the value,

or the Demised Premises and the Shopping Center; or change the general character of the Shopping Center or its architectural unity.

19.02. Lessee covenants to pay promptly when due the entire cost of any work to the Demised Premises or any part thereof, undertaken by Lessee so that the Demised Premises and the Shopping Center Building shall at all times be free of liens for labor and materials resulting therefrom; to procure all necessary permits before undertaking such work; to do all of such work in a good and workmanlike manner, employing materials of good quality and complying with all governmental requirements and to save and defend Lessor harmless from and indemnify and defend Lessor against all liability, injury, liens, loss, costs, claims or damages to any person or property occasioned by or growing out of such work.

19.03. Lessee agrees to discharge (either by satisfaction, payment, bond or otherwise) any mechanic's, materialman's or other lien against the Demised Premises and the Shopping Center Building within thirty (30) days after notice received by it, with respect to any liens which may arise out of any payment due for or purported to be due for, any labor, services, materials, supplies, or equipment alleged to have been furnished to or for Lessee, upon or about the Demised Premises and the Shopping Center Building.

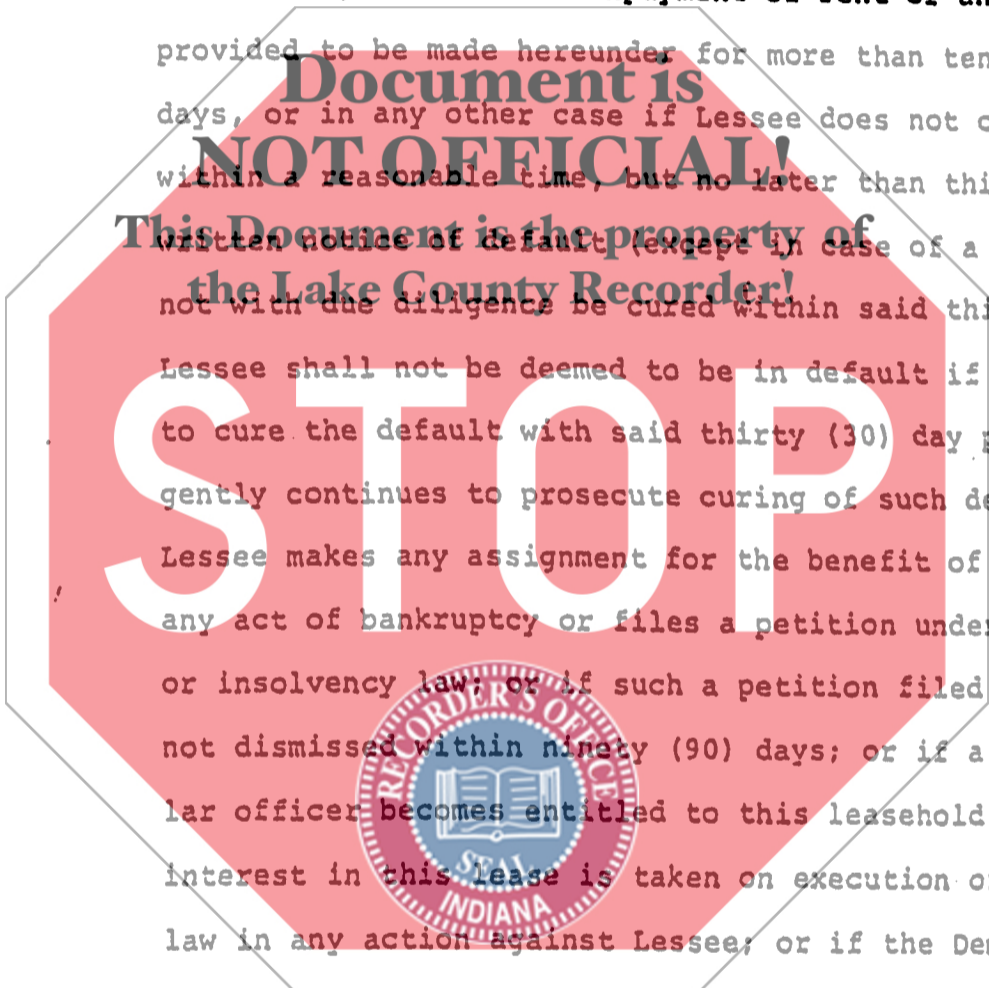
20. ACCESS TO PREMISES

Lessor and its agents shall have the right at all reasonable times (i) to examine the Demised Premises, (ii) to show the Demised Premises to prospective purchasers, (iii) to enter the Demised Premises for the purpose of making such repairs, improvements, or alterations as may be required for the safety or preservation thereof, or in order to comply with the requirements of any public authority, or as may be required of Lessor

under the terms of this lease, and Lessor shall do all such work as expeditiously as reasonably possible, and (iv) to exhibit the Demised Premises to prospective tenants during the last twelve months of the lease Term; provided that, in performing any of such activities, Lessor shall not thereby materially interfere with the conduct of Lessee's business.

21. LESSOR'S REMEDIES

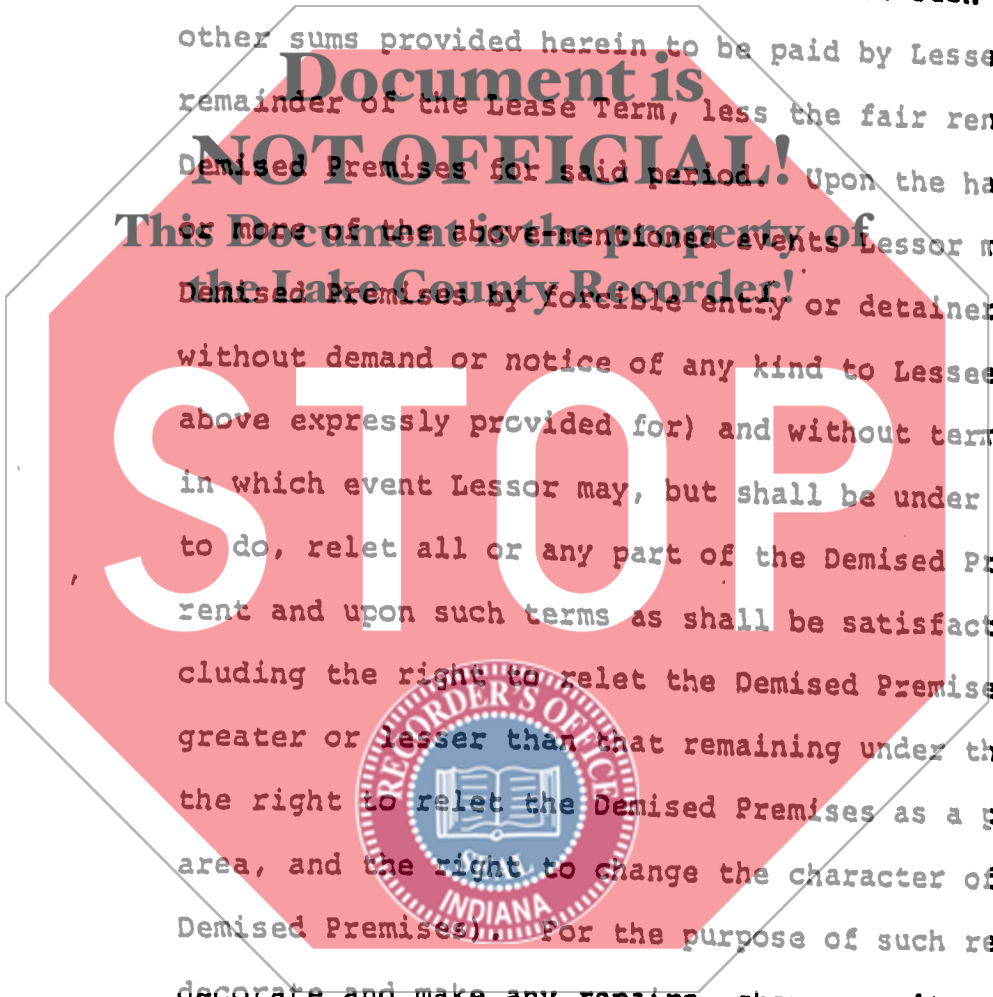
21.01. Without further notice, Lessor may terminate this Lease if any default by Lessee continues after written notice of default, in case of nonpayment of rent or any other payment provided to be made hereunder for more than ten (10) business days, or in any other case if Lessee does not cure the default within a reasonable time, but no later than thirty (30) days after written notice of default (except in case of a default which cannot with due diligence be cured within said thirty (30) day period, Lessee shall not be deemed to be in default if Lessee commences to cure the default with said thirty (30) day period and diligently continues to prosecute curing of such default); or if Lessee makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency law; or if such a petition filed against Lessee is not dismissed within ninety (90) days; or if a receiver or similar officer becomes entitled to this leasehold; or if Lessee's interest in this lease is taken on execution or other process of law in any action against Lessee; or if the Demised Premises are levied upon by any revenue officer or similar officer; or if Lessee does, or permits to be done, any act which creates a mechanic's lien or claim therefor against the land or building of which the Demised Premises are a part; except in the case of said receivership, execution, levy or mechanic's lien, if the same is not vacated or bonded within 180 days therefrom unless Lessor's or



its mortgagee's interest in the Demised Premises or Shopping Center are placed in either jeopardy or subject to forfeiture, in which event, Lessee shall forthwith either vacate said receivership, execution, levy or lien or bond same. Upon termination of this lease, Lessor may re-enter the Demised Premises, with or without process of law, using such force as may be necessary, and remove all persons, fixtures and



chattels therefrom, and Lessor shall not be liable for any damages resulting therefrom. Upon such repossession of the Demised Premises, Lessor shall be entitled to recover as liquidated damages and not as a penalty a sum of money equal to the value of the Rent, Percentage Rent (in an amount per year equal to the average yearly Percentage Rent theretofore paid by Lessee or, if such repossession occurs during the first Lease Year, the amount of Percentage Rent that would have been payable at the end of such Lease Year if the average monthly Gross Receipts to the date of such repossession are projected to the end of such Lease Year) and other sums provided herein to be paid by Lessee to Lessor for the remainder of the Lease Term, less the fair rental value of the Demised Premises for said period. Upon the happening of any one or more of the above-mentioned events Lessor may repossess the Demised Premises by forcible entry or detainer suit, or otherwise, without demand or notice of any kind to Lessee (except as hereinabove expressly provided for) and without terminating this lease, in which event Lessor may, but shall be under no obligation so to do, relet all or any part of the Demised Premises for such rent and upon such terms as shall be satisfactory to Lessor (including the right to relet the Demised Premises for a term greater or lesser than that remaining under the Lease Term, and the right to relet the Demised Premises as a part of a larger area, and the right to change the character of use made of the Demised Premises). For the purpose of such reletting, Lessor may decorate and make any repairs, changes, alterations or additions in or to the Demised Premises that may be necessary or convenient. If Lessor does not relet the Demised Premises, Lessee shall pay to Lessor on demand as liquidated damages and not as a penalty a sum equal to the amount of the Rent, Percentage Rent (in an amount per year equal to the average yearly Percentage



Rent theretofore paid by Lessee or, if such repossession occurs during the first Lease Year, the amount of Percentage Rent that would have been payable at the end of such Lease Year if the average monthly Gross Receipts to the date of such repossession are projected to the end of such Lease Year) and other sums provided herein to be paid by Lessee for the remainder of the Lease Term. If the Demised Premises are relet and a sufficient sum shall not be realized from such reletting after paying all of the expenses of such decorations, repairs, changes, alterations, additions, the expenses of such reletting and the collection of the rent accruing therefrom, to satisfy the rent herein provided to be paid for the remainder of the Lease Term, Lessee shall pay to Lessor on demand any deficiency and Lessee agrees that Lessor may file suit from time to time to recover any sums falling due under the terms of this section. Any recovery under this Section shall be without relief from valuation and appraisement laws.

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22. IMPOSITIONS

22.01. Lessor shall pay before any fine, penalty, interest or costs may be added thereto for the non-payment thereof all real estate taxes, duties, assessments, all sewer charges (all of which are hereinafter referred to as "Imposition" or "Impositions") which may be assessed, levied, or imposed, or which may become a lien upon the Shopping Center (including the Common Areas and the Demised Premises) during the Term hereof (or any extension thereof), or any tax levied, assessed or imposed in lieu of the foregoing. If by law any Imposition may be paid in installments, Lessor shall pay the same in installments before any fine, penalty, interest or cost may be added thereto for the non-payment thereof.

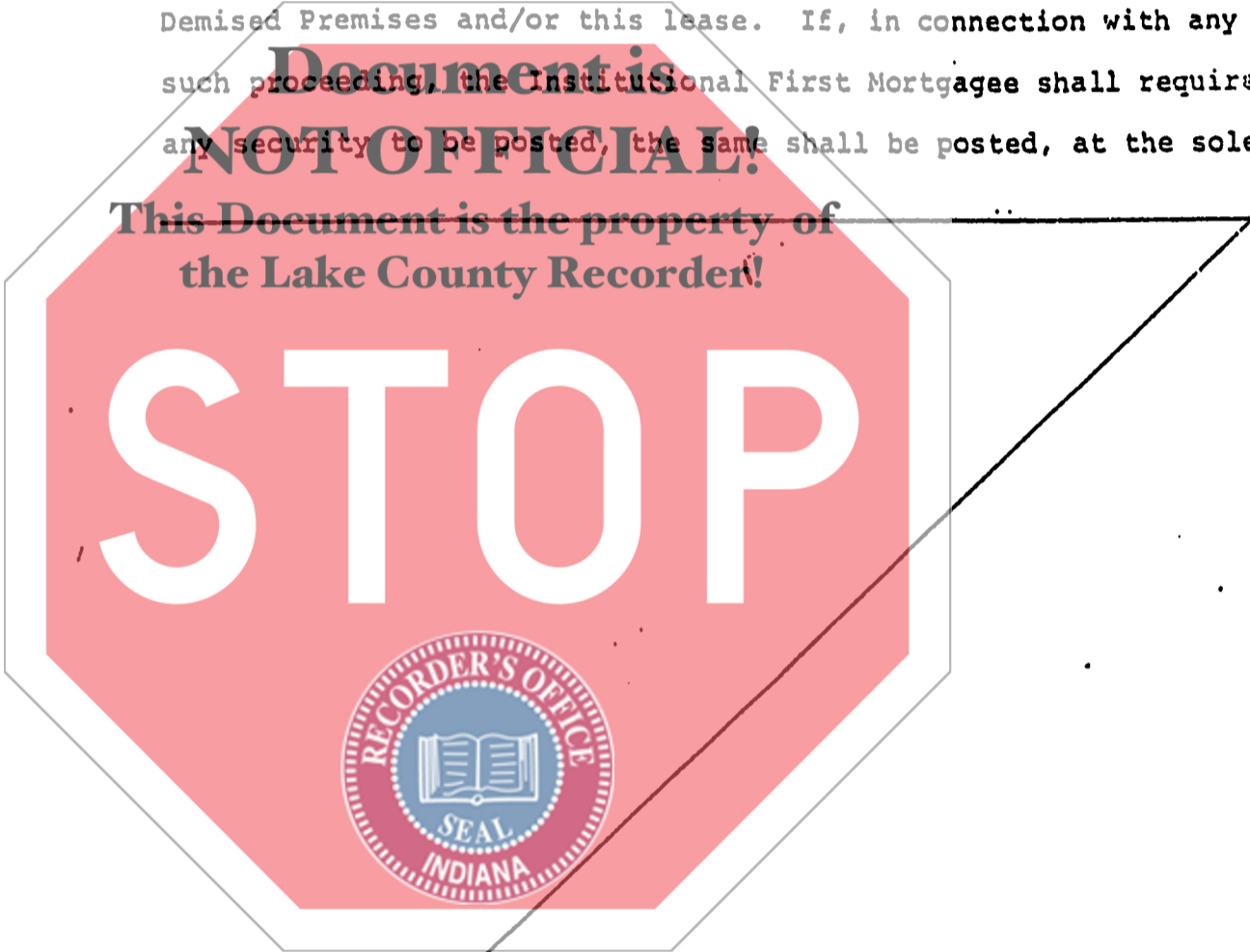
22.02. Lessee shall bear as additional rent a prorata share (as hereinafter defined) of all Impositions during the Term hereof

payable in any calendar year after December 31, 1977 to the extent that the same are in excess of the Impositions payable during the calendar year 1977 (the "Excess Impositions") and shall pay the same to Lessor upon written demand from Lessor. Lessee's prorata share of the Excess Impositions shall be the Excess Impositions multiplied by a fraction the numerator of which shall be the gross square feet of ground floor area in the Demised Premises (presently 84,000) and the denominator of which shall be the gross square feet of ground floor area in all buildings in the Shopping Center (presently 125,000). Based on the foregoing, Lessee's prorata share is presently 67.2% of the Excess Impositions. Lessor shall send to Lessee a copy of the tax bills received by Lessor covering the Shopping Center together with a statement setting forth Lessee's prorata share of the Excess Impositions whenever Lessor is entitled to demand the payment of Lessee's prorata share. All Excess Impositions or installments thereof payable by Lessee hereunder with respect to the calendar year in which this lease shall terminate shall be apportioned between the Lessor and Lessee, to the end that Lessee shall pay only for the Excess Impositions applicable to the time period covered by the Term of this lease. Any such Excess Impositions payable for a period of less than a full calendar year shall be adjusted and prorated. Without limiting the foregoing, Lessee shall pay to Lessor, quarterly during each Lease Year based upon the tax bill for the preceding Lease Year, its prorata share of the Excess Impositions for the Lease Year in question. For the purposes of this Section 22.02, a Lease Year shall commence on January 1 and terminate on December 31 and Lessee shall make quarterly payments to Lessor on account of the Excess Impositions on January 1, April 1, July 1 and October 1 of each Lease Year, provided, however, at such time as Lessor shall secure the actual



tax bill for the Lease Year in question Lessee shall promptly remit to Lessor any deficiency between its prorata share thereof and the amounts paid on account thereof and if Lessee has paid on account thereof more than its prorata share thereof, Lessor shall remit to Lessee such excess amount.

22.03. (a) Either Lessor or Lessee may, at its sole expense, by appropriate legal proceedings in the name of Lessor, contest the amount or validity of any Imposition, but no action shall be taken by either Lessor or Lessee which would result in a forfeiture of either Lessor's or Lessee's interest in the Demised Premises and/or this lease. If, in connection with any such proceeding, the Institutional First Mortgagee shall require any security to be posted, the same shall be posted, at the sole



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cost and expense of the party initiating the proceeding. Upon the termination of such proceedings, either party shall deliver to the other proof of the payment of the Imposition as finally determined in such proceeding and Lessee shall thereupon be entitled to any refund of any Excess Imposition and penalties or interest thereon which shall have been paid by Lessee to Lessor prior thereto.:

(b) Lessee covenants and agrees that with respect to each and every proceeding instituted by it with respect to any Impositions as hereinabove set forth, it will not without the Lessor's prior written consent (such consent not to be unreasonably withheld), enter into any stipulation of settlement or discontinuance of any such proceeding.

(c) If there shall be any additional improvements to the existing buildings in the Shopping Center other than the Demised Premises, or if there shall be any additional improvements to the Demised Premises or the Shopping Center, which shall result in an increase in the assessment of the Shopping Center, then, Lessor, or Lessee, as the case may be, shall pay all Impositions resulting from such improvements made to their respective portions of buildings in the Shopping Center. Nothing herein contained shall be deemed to permit such additional improvements or the erection of additional buildings or the erection of additional stories to the buildings in the Shopping Center.

23. COVENANT OF TITLE AND QUIET ENJOYMENT

23.01. Lessee upon payment of the rent and upon the due performance of the agreements, conditions, covenants and terms herein contained on Lessee's part to be kept, observed and performed, shall and may at all times during the term hereby

granted, peaceably and quietly have, hold and enjoy the Demised Premises, without any manner of suit, trouble or hindrance.

23.02. Lessee covenants and agrees that Lessor shall not be in default pursuant to any of the terms, covenants and conditions of this lease on its part to be performed until and unless Lessee shall give written notice of such default to Lessor and Institutional First Mortgagee (as defined in Article 24) in accordance with the provisions hereof, which notice shall specify in detail the nature of such default, and that Lessor and Institutional First Mortgagee, as the case may be, shall have a reasonable time thereafter within which to cure any such default provided, however, that any such default shall not be deemed to continue so long as Lessor or Institutional First Mortgagee, as the case may be, after receiving such notice, proceeds to cure such default as soon as reasonably possible and continues to take all steps reasonably necessary to cure such default within a period of time which, under all prevailing circumstances shall be reasonable. No default shall be deemed to continue if and so long as Lessor or such mortgagee shall be so proceeding to cure the same in good faith, or be delayed and prevented from curing the same by any cause provided in Article 38 hereof.

24. SUBORDINATION AND ESTOPPEL

24.01. This lease shall be subordinate only at all times to the lien of any institutional first mortgagee (meaning a first mortgage or a deed of trust held by a bank, savings and loan association, trust company, insurance company, business trust (i.e. REIT), pension fund or like institution) as security for any note, debenture, bond or otherwise in any amount that now exists or which may hereafter be placed on the Demised Pre-

mises or the Shopping Center (herein collectively referred to as the "Institutional First Mortgage") and to all renewals, modifications, consolidations and extensions thereof, provided and upon the condition that the holder of the Institutional First Mortgage shall agree that as long as no default exists, nor any event has occurred which has continued to exist for such period of time after notice, if any, required by this lease, which entitled Lessor to terminate this lease or which cause, without any action of Lessor, the termination of this lease, or which entitled Lessor to dispossess Lessee, then:

(a) the right of possession of Lessee to the Demised Premises, and Lessee's rights arising out of this lease, including, but not limited to, the renewal options, privileges, rights, remedies and causes of actions hereunder, shall not be affected or disturbed by either the holder of such Institutional First Mortgage in the exercise of any of such holder's rights under the Institutional First Mortgage, or the notes, debentures, bonds or debt secured thereby, or otherwise by law provided, or by any purchaser of the Demised Premises or by any person acquiring title thereof, as referred to in subparagraph (c) of this Section 24.01.

(b) In the event that the holder of the Institutional First Mortgage comes into possession of or ownership of title to the Demised Premises by foreclosure of its mortgage or if a receiver is appointed on behalf of the Institutional First Mortgagee, or by proceedings on the said notes, debentures, bonds or debt or otherwise, this lease shall not be terminated or affected by said foreclosure or any of said proceedings; and this lease shall continue in full force and effect as a direct lease between Lessee and such Institutional First Mortgagee upon all the terms, covenants, conditions and agreements

set forth in this lease, and the Institutional First Mortgagee shall accept the attornment of Lessee.

(c) In the event that the Demised Premises are sold or otherwise disposed of pursuant to any right or any power contained in the Institutional First Mortgage or bond or other instrument in connection with such Institutional First Mortgage as a result of proceedings thereon, or as otherwise authorized by law, this lease shall not be terminated or effected thereby, and the purchaser of the Demised Premises or any person acquiring title thereto through or by virtue of said sale or other disposition shall take subject to this lease; and this lease shall continue in full force and effect as a direct lease between Lessee and any party acquiring title to the Demised Premises, as aforesaid, upon all the terms, covenants, conditions and agreements set forth in this lease and the purchaser or other person acquiring the title to the Demised Premises shall accept the attornment of Lessee.

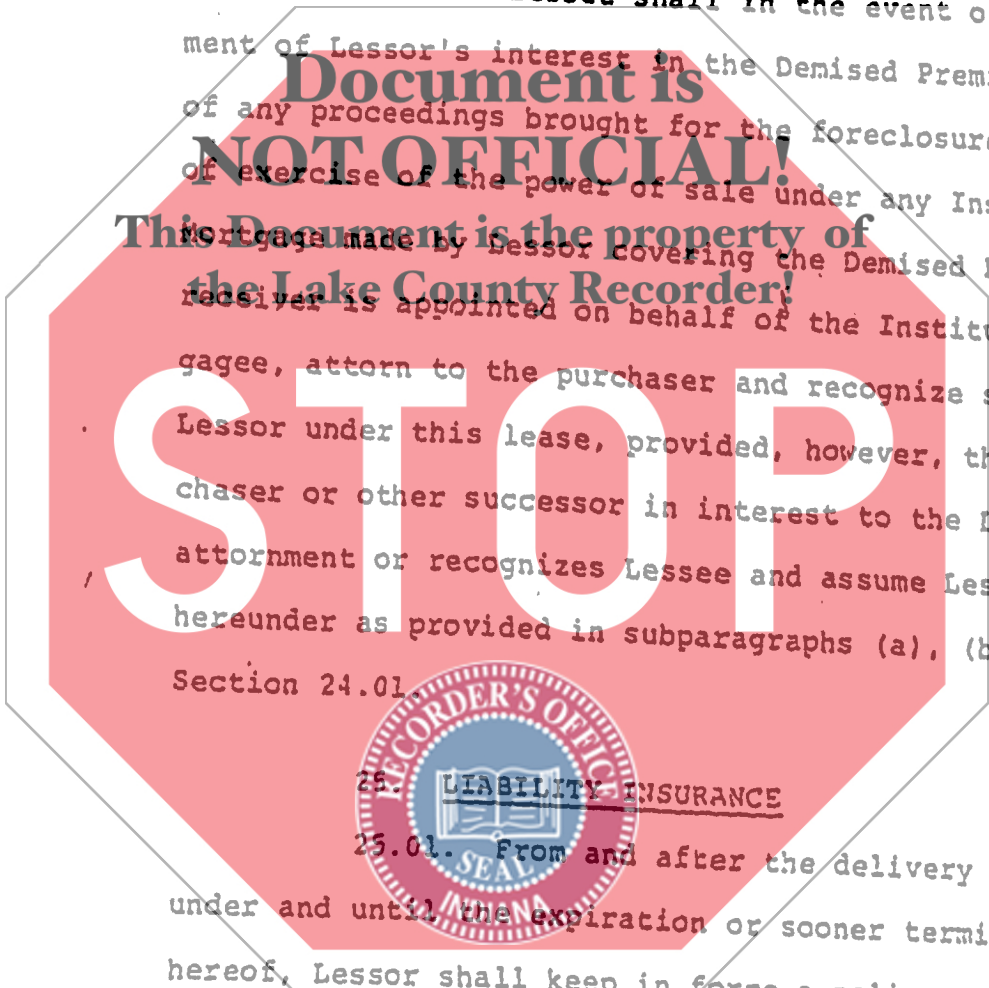
(d) With respect to the provisions of subparagraphs (b) and (c) of this Section 24.01 Lessee shall, from and after the Institutional First Mortgagee's or other such owner's succession to the interest of Lessor under this lease, have the same remedies for the breach of covenant contained in the lease that Lessee might have had under the lease against Lessor; provided further, however, that the Institutional First Mortgagee or other such owner who shall acquire its interest from the Institutional First Mortgagee or in the foreclosure proceeding shall not be: (1) liable for any act or omission of any prior landlord (including Lessor); or (2) subject to any offsets or defenses which Lessee might have against any prior landlord



(including Lessor); or (3) bound by any prepayment of Rent, Percentage Rent or additional rent which Lessee might have paid for more than the current month to any prior landlord (including Lessor).

24.02. The holder of the Institutional First Mortgage is herein sometimes called the "Institutional First Mortgagee".

24.03. Lessee shall in the event of the sale or assignment of Lessor's interest in the Demised Premises or in the event of any proceedings brought for the foreclosure of or in the event of exercise of the power of sale under any Institutional First Mortgage made by Lessor covering the Demised Premises, or if a receiver is appointed on behalf of the Institutional First Mortgagee, attorn to the purchaser and recognize such purchaser as Lessor under this lease, provided, however, that any such purchaser or other successor in interest to the Lessor accepts such attornment or recognizes Lessee and assume Lessor's obligations hereunder as provided in subparagraphs (a), (b), (c) and (d) of Section 24.01.



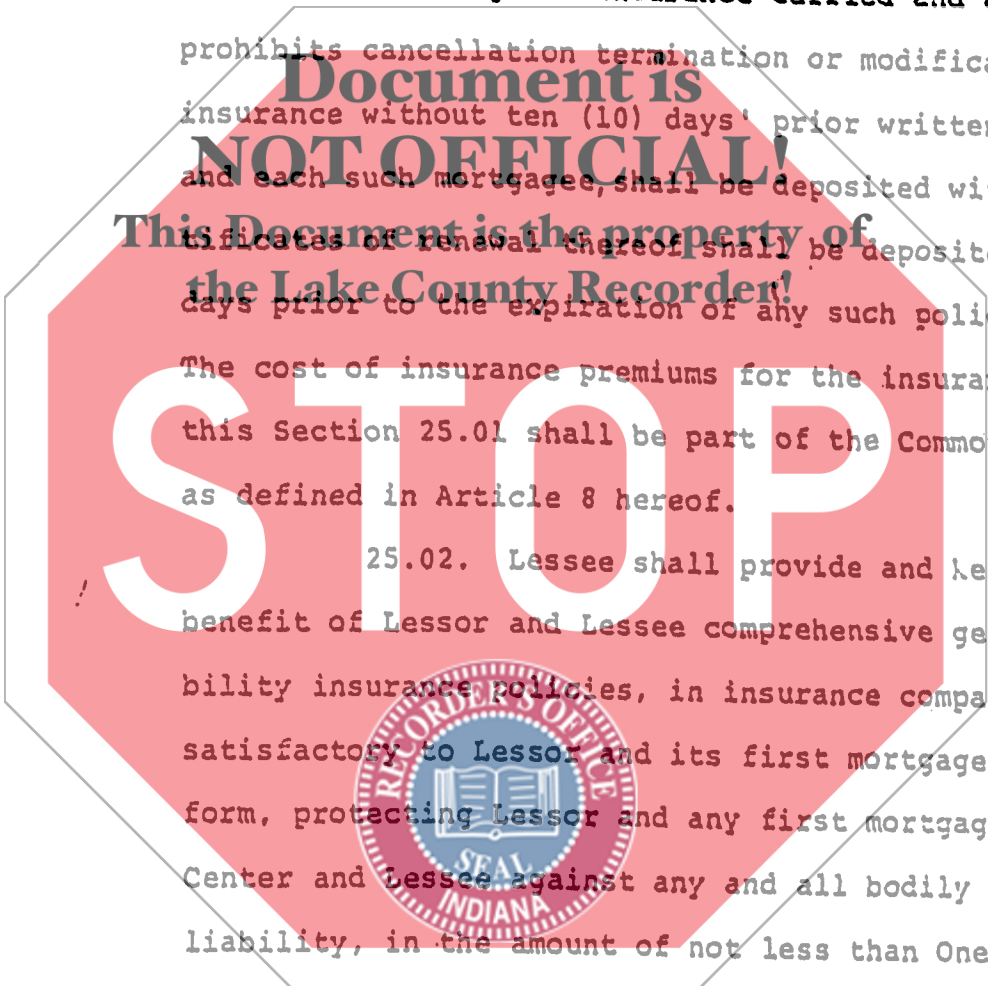
25. ~~LIABILITY INSURANCE~~
25.01. From and after the delivery of possession hereunder and until the expiration or sooner termination of the Term hereof, Lessor shall keep in force a policy or policies of liability insurance protecting each mortgagee of the Demised Premises, Lessor, Lessor's designees and Lessee, as named insured, and covering the Shopping Center Building containing the Demised Premises and the Common Areas of the Shopping Center, (but as to

the Common Areas, subject to the provisions of Section 8.04) with aggregate limits of liability in the amount of not less than One Million (\$1,000,000) Dollars in respect of bodily injury or death to any one person, in the amount of not less than One Million (\$1,000,000) Dollars in respect of bodily injury or death occurring in any one accident, and in the amount of not less than One Hundred Thousand (\$100,000) Dollars in respect of property damage. A renewal policy shall be procured not less than ten (10) days prior to the expiration of any such policy. A certificate of the insurer evidencing the insurance carried and an endorsement which prohibits cancellation termination or modification of any such

insurance without ten (10) days' prior written notice to Lessee and each such mortgagee, shall be deposited with Lessee and certificates of renewal thereof shall be deposited within ten (10) days prior to the expiration of any such policy or renewal thereof.

The cost of insurance premiums for the insurance carried under this Section 25.01 shall be part of the Common Area operating cost as defined in Article 8 hereof.

25.02. Lessee shall provide and keep in force for the benefit of Lessor and Lessee comprehensive general public liability insurance policies, in insurance companies reasonably satisfactory to Lessor and its first mortgagee and in standard form, protecting Lessor and any first mortgagee of the Shopping Center and Lessee against any and all bodily injury and death liability, in the amount of not less than One Million Dollars (\$1,000,000.00) in respect of any one occurrence, and in the amount of not less than One Million Dollars (\$1,000,000.00) in respect of injuries to or death of any one person and in the amount of not less than One Hundred Thousand Dollars (\$100,000.00) in respect of property damage. Such policy shall be applicable to the Demised Premises and Lessee's business operations to be conducted therein.



At the commencement of the term of this lease, Lessee shall deliver to Lessor and its first mortgagee certificates of insurance it is required to maintain, and at least ten (10) days prior to the expiration of each such policy, Lessee shall pay the premiums for renewal insurance and within such period shall deliver to Lessor and its first mortgagee the original policy or duplicate original with an endorsement thereon marked paid and/or duplicate receipt or other information satisfactory to the other evidencing payment thereof. If the original policy of any such insurance shall be required to be delivered to the holder of any institutional mortgage to which this lease is subject and subordinate, a duplicate original or certificate of such policy shall be delivered to Lessor upon request. Each such policy or certificate therefor issued by the insurer shall, to the extent obtainable, contain an agreement by the insurer that such policy shall not be cancelled without at least ten (10) days' prior written notice to Lessor, the holder of any mortgage on the fee.

26. RIGHT TO CURE DEFAULTS

(a) Subject to the provisions of Section 23.02 and compliance therewith, in the event Lessor shall neglect to pay when due any obligations hereunder and the failure so to pay may have an adverse effect on Lessee's rights or interest under this lease, or shall fail to perform (or commence to perform and diligently prosecute) any obligations on Lessor's part required in this lease beyond any applicable grace period, if any, (except in case of emergency), including the making of any payments or reimbursement herein provided to be made by Lessor to Lessee, then Lessee after ten (10) days prior written notice to Lessor, or such other notice period as in this lease provided, may pay such principal, interest or other charges and cure such default

all on behalf of and at the expense of Lessor, and make all necessary payments in connection therewith, and Lessor shall, on demand, pay Lessee forthwith the amounts so paid by Lessee or due from Lessor to Lessee pursuant to the provisions of this lease, together with interest thereon at the rate of eight (8%) percent per annum.

(b). In the event Lessee shall neglect to pay when due any Impositions or any obligations required to be paid by it pursuant to the terms of this lease, or shall fail after written notice as in this lease provided, to perform (or to commence performance and diligently prosecute) any obligations specified

in this lease including its obligations as sublessor under any subleases of the Demised Premises, then Lessor may pay said Imposition or other obligation or charge and cure such default, all on behalf of and at the expense of Lessee, and do all necessary work and make all necessary payments in connection therewith, and Lessee shall on demand pay Lessor forthwith the amount so paid by Lessor together with interest thereon at the rate of eight (8%) percent per annum, and any amount not so paid shall be added to and become part of rent next due or to become due as additional rent.

26.1 PERFORMANCE OF SUBLEASE
Lessee covenants that with respect to any license, concession or sublease ("Sublease") of the Demised Premises, the Lessee:

(a) will diligently perform and observe all of the terms, covenants and conditions of the Sublease required to be performed and observed by Lessee as sublessor unless such performance or observance shall have been waived or not required by the sublessee, to the end that all things shall be done which are necessary to keep unimpaired the Lessee's rights as sublessor under the Sublease;

(b) will promptly notify the Lessor in writing of any default by the sublessee in the performance or observance of any of the terms, covenants or conditions on the part of sublessee to be performed or observed;

(c) will promptly (i) advise the Lessor in writing of the giving of any notice by the sublessee to the sublessor of any default by the Lessee, as such sublessor, in the performance or observance of any of the terms, covenants or conditions of the Sublease on the part of the Lessee, as sublessor thereunder, to be performed or observed, and (ii) deliver to the Lessor a true copy of each such notice;

(d) will, within thirty (30) days after written demand by the Lessor, obtain from the sublessee and furnish to the Lessor, an offset statement in substantially the form described in Article 31 hereof.

(e) will execute an assignment to Lessor of any Sublease in form and substance substantially similar to the Assignment of Subleases, of even date herewith, which Assignment has been recorded in the Lake County, Indiana Recorder's Office concurrently with a Memorandum of this lease.

26.2 SUBLEASES
That the Lessee will not, without the prior written consent of the Lessor obtained in each instance:

(a) sublet to any person, except for actual occupancy by such person, all, or substantially all of the space in any building now or hereafter constituting a portion of the Demised Premises;

(b) permit any modification, assignment, renewal, extension or amendment of or to any sublease without the written consent of Lessor, or its successors and assigns so as to have the affect of reducing (i) the fixed minimum rentals as provided

for in any sublease, (ii) the obligations of the sublessees to contribute their prorata share of Impositions and Common Area operating costs or (iii) reducing the term of any subleases, except as otherwise provided for therein, nor permit any cancellation of any subleases unless Lessee shall have entered into another sublease or subleases on terms and conditons which are not less favorable.

(b-1) permit any assignment by any sublessee under any sublease, if the effect of such assignment is to release said sublessee from its obligations thereunder.

(c) commence any summary proceeding or other action to recover possession of any space leased pursuant to any sublease,

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other than a proceeding brought in good faith by reason of a default of any sublessee provided that no adjudication in such proceeding that the same was brought by the Lessee in bad faith shall be conclusive evidence as between the Lessor and the Lessee that the proceeding was not brought in good faith; or

(d) receive or collect, or permit the receipt or collection of, any rental payments of more than one periodic installment of rent under any sublease in advance of the due dates of such rental payments, except that the Lessee may, at the time of the execution of any such sublease, require the sublessee thereunder to make a rent security deposit, or an advance payment of rent for the initial rental period of such sublease, in an amount not exceeding one periodic installment of the rent reserved

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27. CONDITION OF PREMISES AT TERMINATION

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At the expiration or earlier termination of the lease Term, Lessee shall surrender the Demised Premises together with all alterations, additions and improvements then a part thereof, in good order and condition except for the following: ordinary wear and tear, and (subject to the compliance by Lessee with the provisions of Article 12 and Article 13 of this lease) loss or damage by fire, the elements or other casualty occurrence. All furniture and trade fixtures installed on the Demised Premises at the expense of Lessee or other occupants shall remain the property of Lessee or such other occupant and may be removed from the Demised Premises at the end of the Lease Term, with any damage caused by such removal to be repaired at the sole cost and expense of Lessee, provided, however, Lessee shall, at any time and from time to time during the lease Term, have the option to relinquish its property rights with respect to such trade fixtures, which

option shall be exercised by notice of such relinquishment to Lessor, and from and after the exercise of said option, the property specified in said notice shall be the property of Lessor but be maintained and replaced by Lessee. Any property of Lessee not removed within thirty (30) days after the expiration of the Term of this lease shall be deemed to be abandoned.

28. HOLDING OVER

In the absence of any written agreement to the contrary, if Lessee should remain in occupancy of any of the Demised Premises after the expiration of the lease Term, it shall so remain as a tenant from month to month at twice the monthly Rent and all other provisions of this lease applicable to such tenancy shall remain in full force and effect, and notwithstanding any law, ordinance or statute to the contrary, Lessee agrees that its occupancy may be terminated upon thirty (30) days prior written notice at any time after the expiration of the lease Term, but any such holding over by Lessee shall not be construed as Lessor's consent to such holding over.

29. PERFORMANCE UNDER PROTEST

If at any time a dispute shall arise as to any amount or sum of money to be paid by one party to the other under the provisions hereof, the party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment, and there shall survive the right on the part of said party to institute suit for recovery of such sum, and if it shall be adjudged that there was no legal obligation on the part of said party to pay such sum or any part thereof as it was not legally required to pay under the provisions of this lease said party shall be entitled to recover such sum as said party was not legally required to perform hereunder; and if at any time

a dispute shall arise between the parties hereto as to any work to be performed by either of them under the provisions hereof, the party against whom the obligation to perform the work is asserted may perform such work and pay the cost thereof "under protest" and the performance of such work shall in no event be regarded as a voluntary performance and there shall survive the right on the part of said party to institute suit for the recovery of the cost of such work, and if it shall be adjudged that there was no legal obligation on the part of said party to perform the same or any part thereof, said party shall be entitled to recover the cost of such work or the cost of so much thereof as said party was not legally required to perform under the provisions of this lease.

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STOP

30. PARTIAL INVALIDITY
If any term, covenant, condition or provision of this lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be not affected thereby, and each term, covenant, condition and provision of this lease shall be valid and be enforced to the fullest extent permitted by law. This lease shall be construed in accordance with the laws of the State of Indiana.

31. ASSIGNMENT OF LESSOR'S INTEREST

In the event of any assignment of this lease by Lessor, Lessor shall be relieved of all liability hereunder thereafter accruing, including, but not limited to obligations hereunder to be paid and performed subsequent to the date of such assignment, exclusive of those payments required to be made to Lessee under

Article 26 for defaults payable or performable prior to the date of such assignment.

32. BROKER

Lessor and Lessee each represent that they dealt with no broker which brought about this lease other than Fidelity Builders, Inc. of Lincolnwood, Illinois, and each agrees to hold the other harmless against any claims for brokerage commissions arising out of any breach of this representation. Lessor agrees to defend, indemnify and hold Lessee and its parent and affiliates harmless against any and all liability, loss, costs, expense or damages, including reasonable counsel fees resulting from any claims for brokerage commissions by Fidelity Builders, Inc. arising out of the execution of this lease.

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33. CAPTIONS AND DEFINITIONS

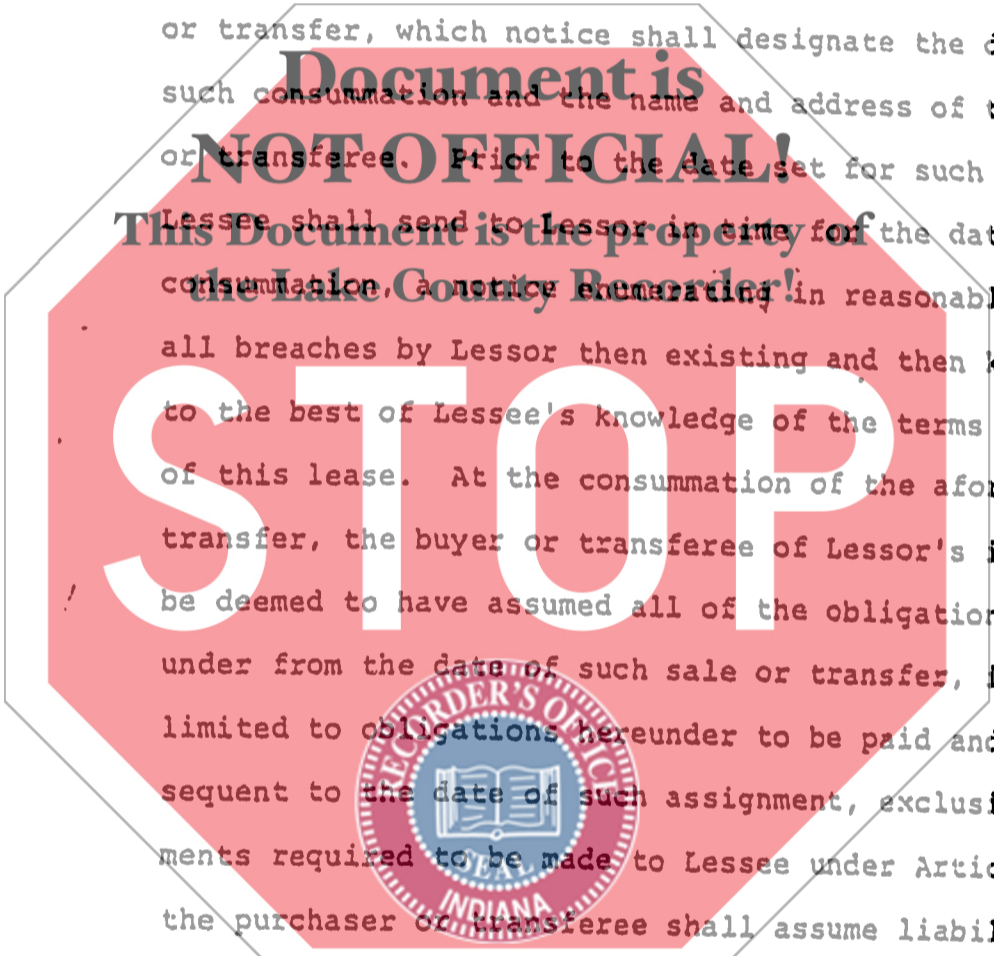
Marginal captions of this lease are solely for convenience of reference and shall not in any way limit or amplify the terms and provisions hereof. The necessary grammatical changes which shall be required to make the provisions of this lease apply (a) in the plural sense if there shall be more than one Lessor, and (b) to any Lessor which shall be either a corporation, an association, a partnership, or an individual, male or female, shall in all instances be assumed as though in each case fully expressed. Unless otherwise provided, upon the termination of this lease under any of the Articles hereof, the parties hereto shall be relieved of any further liability hereunder except as to acts, omissions or defaults occurring prior to such termination.



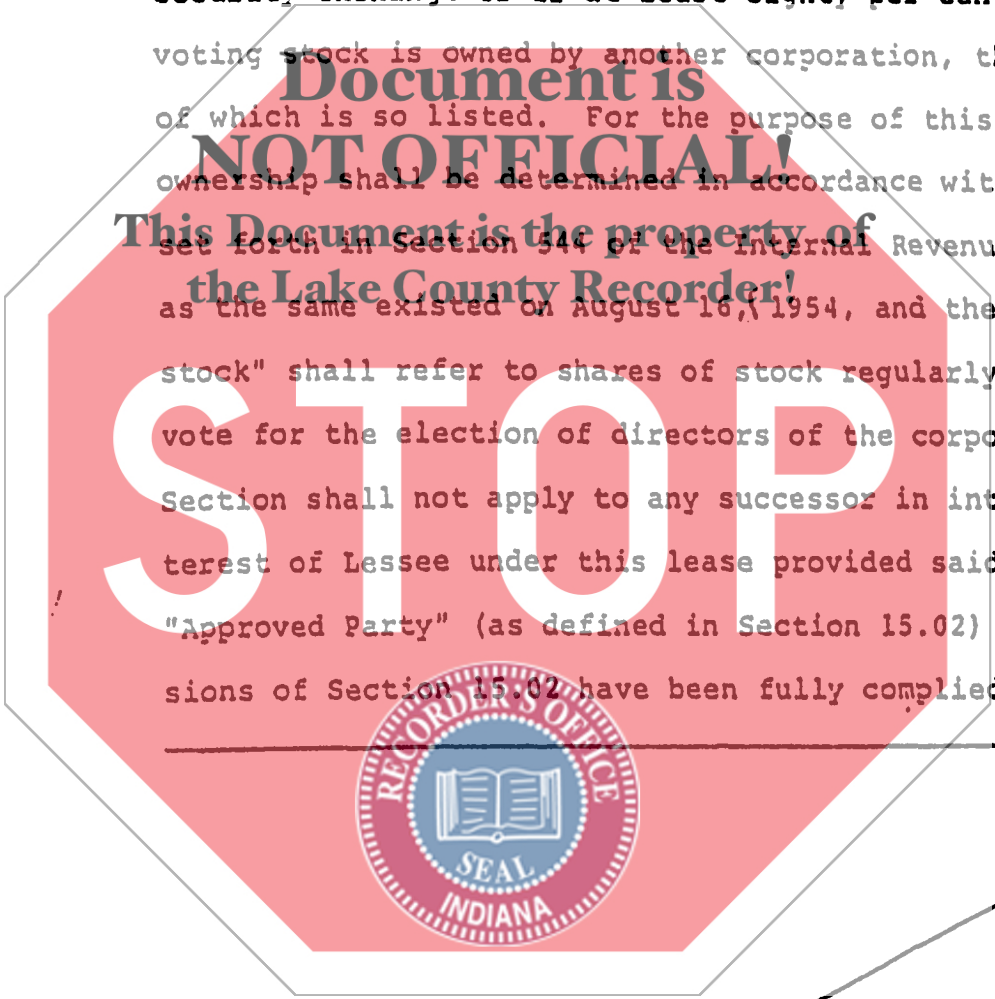
34. SUCCESSORS AND ASSIGNS

34.01. The conditions, covenants and agreements contained in this lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. All covenants and agreements of this lease shall run with the land.

34.02. If Lessor shall contract to sell or transfer its interest in the Shopping Center, Lessor shall send notice to Lessee of the proposed sale or transfer at least ten (10) days prior to the date set for the consummation of such sale or transfer, which notice shall designate the date proposed for such consummation and the name and address of the proposed buyer or transferee. Prior to the date set for such consummation, Lessee shall send to Lessor in time for the date set for such consummation, a notice enumerating in reasonable detail any and all breaches by Lessor then existing and then known to Lessee, to the best of Lessee's knowledge of the terms and conditions of this lease. At the consummation of the aforesaid sale or transfer, the buyer or transferee of Lessor's interest shall be deemed to have assumed all of the obligations of Lessor hereunder from the date of such sale or transfer, including but not limited to obligations hereunder to be paid and performed subsequent to the date of such assignment, exclusive of those payments required to be made to Lessee under Article 26 as to which the purchaser or transferee shall assume liability with respect to, but such liability of the purchaser or transferee shall be limited to the equity of such purchaser or transferee in the Shopping Center.



34.03 If Lessee is a corporation and if at any time during the lease Term the person or persons who own a majority, or controlling number of its voting shares at the time of the execution of this lease cease to own such shares (except as the result of transfers by gifts, bequest or inheritance) Lessee shall so notify Lessor and Lessor may terminate this lease by notice to Lessee given within ninety (90) days thereafter. This Section shall not apply whenever Lessee is a corporation the outstanding voting stock of which is listed on a recognized security exchange or if at least eighty per cent (80%) of its voting stock is owned by another corporation, the voting stock of which is so listed. For the purpose of this Section, stock ownership shall be determined in accordance with the principles set forth in Section 544 of the Internal Revenue Code of 1954 as the same existed on August 16, 1954, and the term "voting stock" shall refer to shares of stock regularly entitled to vote for the election of directors of the corporation. This Section shall not apply to any successor in interest to the interest of Lessee under this lease provided said successor is an "Approved Party" (as defined in Section 15.02) and the provisions of Section 15.02 have been fully complied with.



35. SHORT FORM LEASE

The parties will, at any time at the request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of lease setting forth a description of the premises, the Term of this lease and any other portions hereof, excepting the rental provisions, as either party may request. If the precise dates of commencement and termination of the Term of this lease are not known at the time of the execution of said short form of lease, the parties will, as soon as they are known, and at the request of either party, execute a supplemental instrument, in recordable form, setting forth the exact dates of commencement and termination of the Term. The party making such request shall pay all costs incurred in connection with recording the same.

36. OFFSET STATEMENTS

Lessor and Lessee agree at any time and from time to time upon not less than ten (10) days prior notice by the other to execute, acknowledge and deliver to the party requesting same, a statement in writing certifying to the best of the knowledge of the party making the statement that this lease is unmodified (or if there have been modifications, stating the modifications) and in full force and effect (or if it is claimed not to be in full force and effect, stating the facts thereof), that to the best of its knowledge that the other party is not in default (or if claimed to be in default, stating the amount and nature of the default) and specifying the dates to which the Rent and other charges have been paid in advance, if any; it being intended that any such statement delivered pursuant to this



Article 36 may be relied upon by any prospective purchaser of the fee or any mortgagee of the fee or any assignee of any mortgage upon the fee of the Demised Premises and any prospective sub-tenant or prospective assignee or mortgagee of Lessee's interest herein.

37.. NOTICES

All notices, requests, demands, approvals, consents and other communications authorized or required hereunder shall be in writing and shall be given by mailing the same by registered or certified mail, return receipt requested, postage prepaid, to the respective party for whom intended, at the address first hereinabove set forth or such other address or addresses as such party may hereafter designate by notice to the other party, (with copies in the case of notices to Lessor) addressed to Fidelity Builders, Inc., Suite 470, 4433 West Touhy Avenue, Lincolnwood, Illinois 60646) and shall, unless otherwise specifically provided herein, be deemed to have been given when deposited with the United States Postal Service (or any successor thereto), except for notices of change of addresses which shall be deemed given when received by the party to whom addressed. In the event of interruption of the Postal Service, notices may be delivered personally to an executive officer of Lessor or Lessee.

38. FORCE MAJEURE

In the event that Lessor or Lessee shall be delayed or hindered in or prevented from the performance of any act required to be performed by either hereunder (other than Lessee's obligation to make payments of Rent, additional rent and other charges required hereunder) by reason of strikes, lockouts, unavailability of materials after the exercise of

reasonable diligence, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other party, war or other reason beyond its reasonable control, including delays due to independent and unaffiliated contractors and subcontractors employed by either party, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either party.

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39. MORTGAGE NOTICES

Whenever in this lease there is a requirement that Lessee shall give notice to any mortgagee, said notice shall be sent to

Travelers Insurance Company
c/o Republic Realty and Mortgage Co.
111 West Washington Street
Chicago, Illinois

in the manner provided in Article 37, or to such other address or mortgagee as such mortgagee or Lessor may hereafter designate by notice to Lessee.

In the event the Institutional First Mortgagee shall acquire title to the Demised Premises by mortgage foreclosure proceedings or by conveyance in lieu of foreclosure arising out of the Lessor's default in the terms, provisions, conditions or payments as provided for in the Institutional First Mortgage then, thereafter, so long as such mortgagee or purchaser therefrom shall be in possession of or be in title to the Demised Premises or a receiver be appointed on behalf of the Institutional First Mortgagee, then Lessee's right or option to deduct from Rent and additional rent due or to become due and payable from the Lessee, in accordance with the lease as reimbursement to it

of any sums it has paid prior to the acquisition of title by such mortgagee or purchaser or to the appointment of such receiver or sums paid subsequent to the acquisition of title concerning obligations of Lessor payable or performable prior to such acquisition of title, shall be suspended. The provision, however, shall not prejudice Lessee's right to reimbursement by means of any other legal remedies it may have.

40. LESSOR'S LIABILITY; INDEMNIFICATION OF LESSOR

40.01 Lessor shall not be liable for any damage to the Demised Premises, or to any property of Lessee, any sublessee or any ~~concessionaire or other person~~ thereon from water, rain, snow, ice, sewerage, steam, gas or electricity which may leak into or issue or flow from any part of the Demised Premises, or from the bursting, breaking, obstruction, leaking or any default of or in any of the pipes or plumbing appliances, or from electrical wiring of other fixtures, or from the condition of said premises or any part thereof, except for the negligence of Lessor in performing repairs or alterations pursuant to Article 10 hereof.

40.02 Lessor shall indemnify, defend and hold Lessee harmless of and from all liability, loss, damage, costs, fines, suits, penalties and expense provided same does not arise out of Lessee's or its employee's and/or agent's, licensee's, concessionaire's, sublessee's or contractors' negligence, omissions, fault, misconduct or breach thereof (a) in connection with any injury or damage to person or property arising out of Lessor's use or occupation of that portion of the Shopping Center Building not containing the Demised Premises and the Shopping Center, or (b) occasioned in whole or in part by any improper act or omission of Lessor, its employees, agents, contractors or invitees.

40.03 Lessee shall indemnify, defend and hold Lessor and the Institutional Mortgagee harmless of and from all liability, loss, damage, costs, fines, suits, penalties and expense provided same does not arise out of Lessor's, Institutional First Mortgagee's or their respective employee's and/or agent's or contractors' negligence, omissions, fault, misconduct or breach thereof (a) in connection with any injury or damage to person or property arising out of Lessee's use or occupation of the Demised Premises and the Shopping Center, or (b) occasioned in whole or in part by any improper act or omission of Lessee, its employees, agents, sublessees, concessionaires, contractors or invitees.

40.04 Each party shall provide a contractual liability insurance coverage endorsement as part of their liability insurance coverage for the purpose of securing the indemnities of Lessor and Lessee made in this Article 40.

40.05 Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this lease in connection with the Demised Premises, the Shopping Center Building or the Shopping Center, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person or account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof (provided that in the case of increased cost the other party shall have the right, within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect).

41. COOPERATION

Whenever and wherever it would be to Lessor's and Lessee's best interest to have the cooperation of the other party with respect to petitions, applications and appeals to or before governing authorities or the courts with respect to the Demised Premises or the Shopping Center (but not with respect to any controversy or dispute between the parties) each party shall render its full cooperation in connection therewith at no cost to the other but the party requesting such cooperation shall reimburse the other for any out-of-pocket expense incurred in so cooperating.

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42. MUTUAL WAIVER

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The failure of Lessor or Lessee to seek redress for violation, or to insist upon the strict performance of any covenant or condition of this lease shall not prevent a subsequent act, which would have originally constituted a default, from having all the force and effect of an original default. The receipt by Lessor of Rent with knowledge of the breach of any covenant of this lease shall not be deemed a waiver of such breach. No provision of this lease shall be deemed to have been waived by Lessor or Lessee unless such waiver be in writing signed by Lessor or Lessee, as the case may be. No payment by Lessee or receipt by Lessor of a lesser amount than the monthly Rent herein stipulated shall be deemed to be other than on account of the stipulated Rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such Rent or pursue any other remedy in this lease provided.

STOP



43. REASONABLE CONSENTS

Whenever the consent or approval of Lessor or Lessee is required hereunder, each separately agrees that the same shall not be unreasonably withheld or delayed, except that it shall not be unreasonable for Lessor to withhold its consent based upon a refusal of the Institutional First Mortgagee to give its consent or approval hereunder when the same is required.

44. DESIGNATION OF LESSOR'S PAYEE

Lessor hereby designates all payments due from Lessee to Lessor hereunder to be made payable to the order of Fidelity Builders, Inc., agent for Highland Indiana Super City and mailed to Fidelity Builders, Inc., Suite 470, 4433 West Touhy Avenue, Lincolnwood, Illinois 60646.

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45. ENTIRE AGREEMENT

This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect. This lease shall not be modified in any way or terminated except by a writing executed by both parties.

46. ARBITRATION AND APPRAISAL

46.01. In any case in which it is provided by the terms of this lease that any matter shall be determined by arbitration, such arbitration shall be conducted in the manner specified in this Article 46.

46.02. Such arbitration shall be determined in the City of Chicago and State of Illinois, by a board of three arbitrators, in accordance with the commercial arbitration rules then obtaining of the American Arbitration Association (or, if such Association shall not then be in existence, such other organization, if

any, as shall then have become the successor of said Association and if there shall be no successor, then in accordance with the then prevailing provisions of the laws of the State of Illinois relating to arbitration), and the decision of a majority of said arbitrators shall be final and conclusive upon the parties hereto and may be filed and enforced in any court having jurisdiction. Each party hereto shall forthwith designate one of said arbitrators and the two arbitrators so designated shall select a third arbitrator. If either party shall fail to designate an arbitrator, the one arbitrator so designated shall act alone. If two arbitrators are chosen, but cannot agree upon the third, they shall promptly make application to the Chief Judge of the Circuit Court of Cook County, Illinois to name the third. The arbitrator or arbitrators so chose shall make their determination as promptly as possible.

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46.03. The arbitrator or arbitrators, shall have the right to interpret and apply the terms of this lease, but may not change any such terms or deprive any party to this lease of any right or remedy expressly or impliedly provided in this lease.

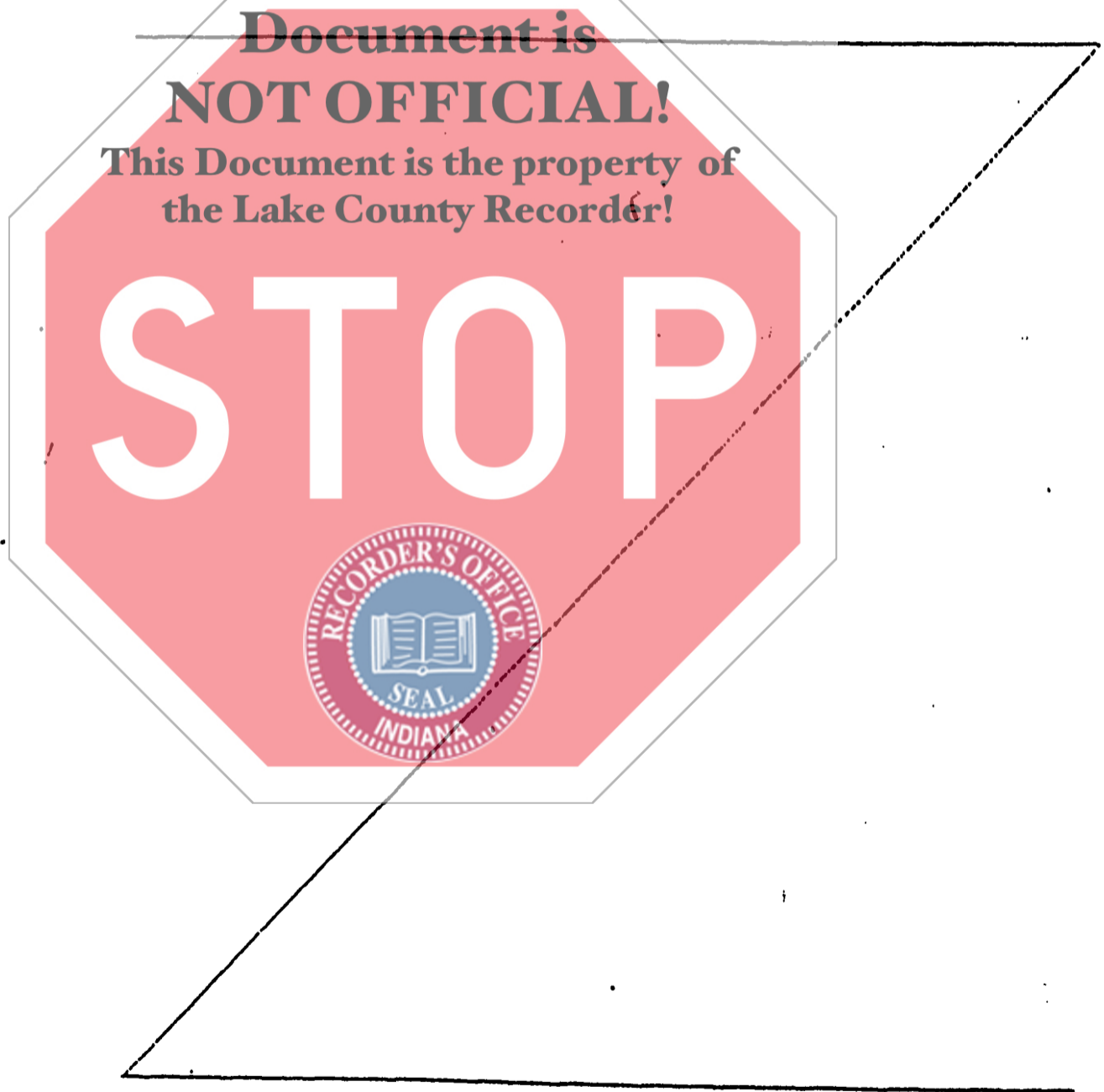
46.04. Except as otherwise provided in this lease, and except for payment of counsel fees, the expenses of arbitration shall be borne by the party who initiates same.

47. LIMITATION ON PRINCIPAL USE OF REMAINING PORTION OF SHOPPING CENTER BUILDING

Provided Lessee is operating its business from the Demised Premises and further provided Lessee is not in default under the terms of this lease, Lessor shall not lease Store #2, as shown on Exhibit A hereto, for a principal use as (i) a full line retail discount department store, (ii) a toy operation or a major appliances operation or a hardware operation of the present "Handyman" type and (iii) a catalog sales operation of the present "McDade's" type. In no event shall these restrictions apply to any occupancy of Store #2 by Sears, Roebuck and Co. or any other so-called major retail department store operator.

48. TRUSTEE EXCULPATION

This lease is made and entered into by Lake County Trust Company, a corporation duly organized and existing under the laws of Indiana and duly authorized to accept and execute Trusts within the State of Indiana, not in its individual capacity but solely in its capacity as Trustee under the provisions of a Trust Agreement dated June 1, 1961 and known as Trust #814 pursuant to the power of authority conferred upon it and by virtue of the terms and provisions of said Trust Agreement. It is expressly understood and agreed by and between the parties hereto,



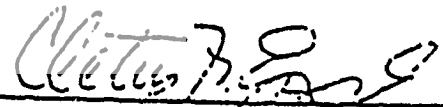
anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Trustee while in form purporting to be the representations, covenants, undertakings and agreements of said Trustee are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings, and agreements by the Trustee or for the purpose or with the intention of binding said Trustee or for the purpose or with the intention of binding said Trustee personally, but this instrument is executed and delivered by said Trustee not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trust company or against the beneficiaries of Trust #814 on account of this instrument or on account of any representation, covenant, undertaking or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

IN WITNESS WHEREOF, the parties hereto have executed these presents in duplicate and affixed their seals hereto as of the day and year first above written.

LAKE COUNTY TRUST COMPANY, as Trustee under Trust #814, Lessor

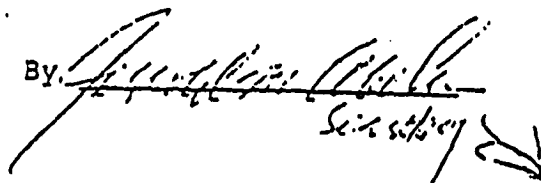
Attest:

By



CLETUS F. APPLE
as Trust Officer

By


Secretary

TRADEWAY OF HIGHLAND, INC., Lessee

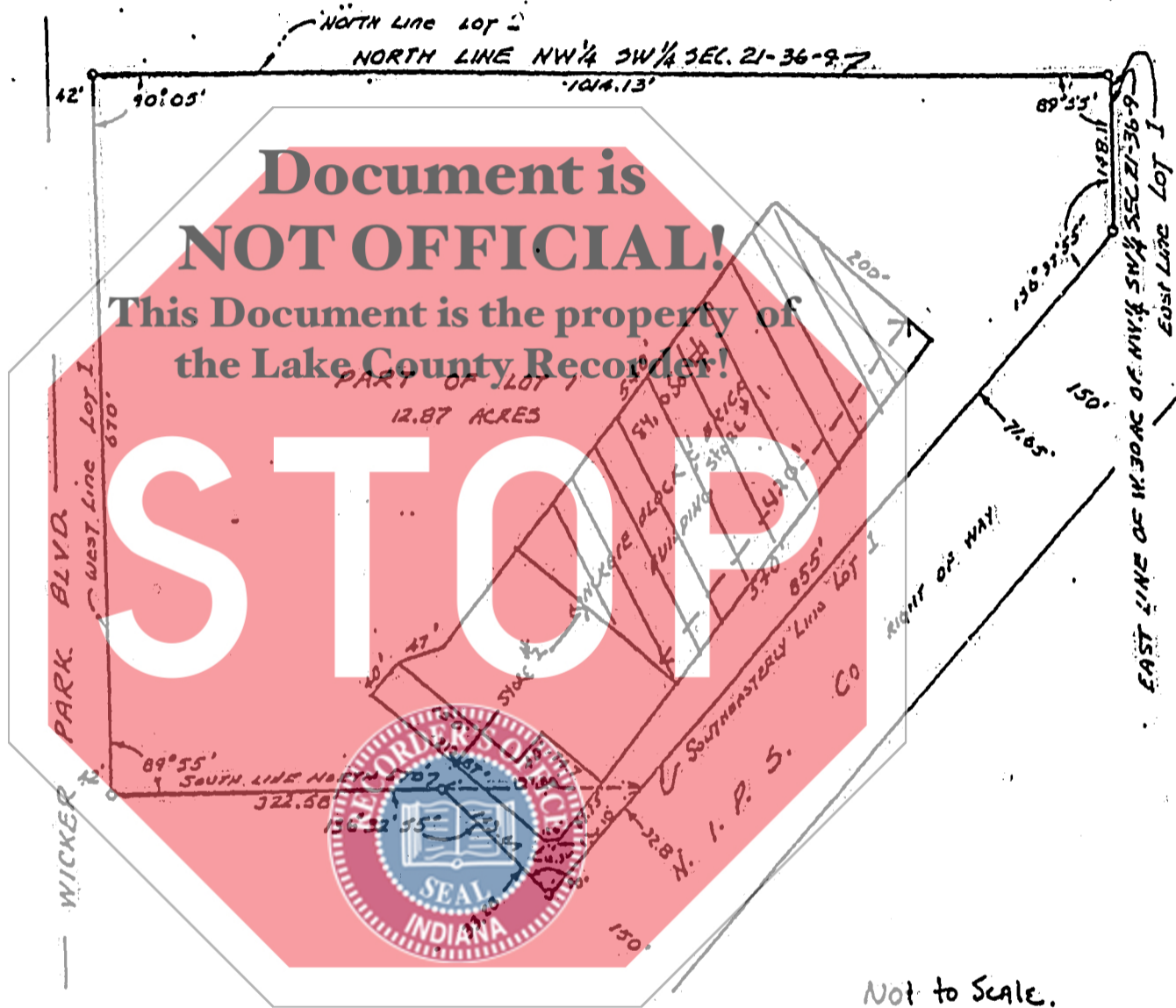
By



PLAT OF SURVEY Exhibit 'A'

Highland Super City Real Estate
Highland, Indiana

DESCRIPTION: The North 670 feet of Lot 1, in Park Addition to Highland as shown in Plat Book 28, page 22; also a part of Lot 1, in Park Addition to Highland, as shown in Plat Book 28, page 22, more particularly described as beginning at a point 855 feet Southwesterly from the East line of Lot 1 measured along the Southeasterly line of Lot 1; thence Northwesterly measured at right angles with the last described line a distance of 143.64 feet to the South line of the North 670 feet of said Lot 1; thence East along the South line of the North 670 feet to the Southeasterly line of said Lot 1 a distance of 197.88 feet; thence Southwesterly along the Southeasterly line of Lot 1 a distance of 136.10 feet to the place of beginning, in the Town of Highland, Lake County, Indiana.



Not to Scale.

EXPLANATION: No distances should be assumed by scale measurements upon this plat. Dimensions are given in feet and decimal parts thereof.

STATE OF INDIANA }
COUNTY OF LAKE } SS.

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY ACCORDING TO THE OFFICIAL RECORDS AND THAT THE PLAT HEREON CORRECTLY REPRESENTS SAID SURVEY.

Alfred P. Torringa
ALFRED P. TORRENGA - Registered Professional Engineer
Number - 6112 and Land Surveyor Number - 10160.



FILED 110 - 150
Aug 27, 1965
REV. MAY 3, 1974
REV. Feb. 4, 1975

NOTE - Contractors or builders should be notified to carefully test and compare on the ground the angles, measurements etc., as shown on this certificate, with the corners, points etc., given on the property, before building on the same. In case of any discrepancy or variance between the same to the surveyor, that misunderstanding, displacement of points, etc., may be corrected before damage is done.

EXHIBIT B

Parcel 1:

The North 670 feet of Lot 1, Park Addition to Highland, as shown in Plat Book 28, page 22, also a part of Lot 1, Park Addition to Highland, as shown in Plat Book 28, page 22, more particularly described as beginning at a point 855 feet Southwesterly from the East line of Lot 1 measured along the Southeasterly line of Lot 1; thence Northwesterly measured at right angles with the last described line a distance of 143.64 feet to the South line of the North 670 feet of said Lot 1; thence East along the South line of the North 670 feet to the Southeasterly line of said Lot 1 a distance of 197.88 feet; thence Southwesterly along the Southeasterly line of Lot 1 a distance of 136.10 feet to the place of beginning, in the Town of Highland, Lake County, Indiana.

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Parcel 2:

Right and Easement to go upon, over and across and to use the following described real estate; That part of the Southwest Quarter of the Northwest Quarter of Section 21, Township 36 North, Range 9 West of the 2nd Principal Meridian described as follows: Commencing at a point where the South line of the Southwest Quarter of the Northwest Quarter intersects the Easterly right of way line of U.S. Highway No. 41, as the same exists and is now laid out; thence East along the South line of the Southwest Quarter of the Northwest Quarter a distance of 136.5 feet to the place of beginning; thence North 74 degrees 02 minutes East a distance of 132.5 feet to a point of tangent; thence Northerly on a curve convex to the Southeast and having a radius of 75 feet, a distance of 96.91 feet; thence East a distance of 88.0 feet; thence South a distance of 82.5 feet; thence South 46 degrees 01 minutes 34 seconds East a distance of 66.34 feet to the South line of the Southwest Quarter of the Northwest Quarter; thence West a distance of 317.50 feet to the place of beginning, for ingress and egress as created by indenture of easement dated October 22, 1963 and recorded December 26, 1963, in Miscellaneous Record 884, page 57, as Document No. 534457, made by and between Lake County Trust Company, not personally, but as Trustee under the Trust Agreement dated February 21, 1961 and known as Trust No. 782, et al, all in the Town of Highland, Lake County, Indiana.

SCHEDULE-1

PERMITTED USES

Office space

Service shops

Stores whose principal business is the sale of

1. Food
2. Pets
3. Art & Art Supplies
4. Furniture
5. Antiques



Recreational Uses

1. Skating Rink
2. Racquet Club
3. Bowling Alley
4. Billiard Parlor
5. Miniature Golf