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ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into as of the 1st day of December, 1993, by and between GRIFFITH PLAZA COMPANY LIMITED PARTNERSHIP, an Indiana limited partnership, having an address at 115 West Washington Street, Indianapolis, Indiana 46204 ("Assignor") and SIMON PROPERTY GROUP, L.P., a Delaware limited partnership having an address at 115 West Washington Street, Indianapolis, Indiana 46204 ("Assignee"). \*f/k/a GRIFFITH PLAZA COMPANY.

W I T N E S S E T H :

WHEREAS, Assignor is a party to those certain agreements by and among Assignor and those parties set forth in Exhibit A attached hereto and incorporated herein (the "Other REA Parties"), which agreements and the recording information with respect thereto are more particularly described in Exhibit A attached hereto and incorporated herein (collectively, the "REA Documents"), and relate to that certain shopping center known as "Griffith Park Plaza" (the "Center") located on certain real property more particularly described in the REA Documents. Assignor owns or leases that portion of the Center which is more particularly described in the REA Documents (the "Developer Tract").

WHEREAS, as of the Closing Date (as such term is defined in the Contribution Agreement referred to below), Assignor is transferring to Assignee all of Assignor's right, title and interest in and to the Developer Tract, and all buildings and improvements located thereon and all appurtenances thereto, pursuant to the terms and conditions of that certain Contribution Agreement dated as of December 1, 1993 among Assignor, Assignee and certain other parties (the "Contribution Agreement").

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to transfer and assign to Assignee, all of Assignor's right, title and interest in, to and under the REA Documents.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. All of the recitals are hereby incorporated in this Assignment.

2. Assignment. Assignor hereby assigns, transfers and sets over unto Assignee, its successors and assigns, without warranty or representation, express or implied (except as set forth in the Contribution Agreement) and subject to the limitation on liability and other terms set forth in the Contribution Agreement

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\* dba Simon Real Estate Group Limited Partnership

STATE OF INDIANA, S.S.NO.  
LAKE COUNTY  
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all of the Assignor's agreements, duties, responsibilities, covenants, rights, obligations, title and interest in, to and under the REA Documents, to have and to hold the same unto the Assignee, its successors and assigns, from and after the Closing Date, for the rest and remainder of the term and renewal terms, if any, thereof, subject to all covenants, terms, conditions and other provisions contained in the REA Documents.

3. Assumption. Assignee, for the benefit of Assignor and the Other REA Parties, hereby covenants and agrees that it accepts the foregoing assignment and assumes and agrees to be bound by and to pay, perform, observe and discharge all the covenants, agreements, duties, responsibilities and obligations of Assignor under the REA Documents accruing or attributable to any period from and after the Closing Date. The provisions of this paragraph 3 shall not be construed as negating any express assumption of obligations or liabilities by Assignee or Assignor in the Contribution Agreement.

4. Further Assurances. Assignor agrees to execute, acknowledge where appropriate and deliver such other or further instruments of transfer or assignment as Assignee may reasonably require in order to carry out the foregoing assignment, or as may otherwise be reasonably requested by Assignee to carry out the intent and purposes hereof.

5. Binding Effect. This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns, and shall inure to the benefit of the Other REA Parties.

6. Counterparts. This Assignment may be signed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall be deemed one and the same instrument. The page on which a party hereto has executed any counterpart hereof may be removed and attached to any other counterpart hereof. Any counterpart hereof to which is attached the signatures of all parties hereto shall constitute an original of this Assignment.

7. Governing Law. This Assignment and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State in which the Center is located.

8. Signatory Warranty. Each person executing this Assignment warrants that such person is duly authorized to do so on behalf of the party for whom such person has executed this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

Assignor:

GRIFFITH PLAZA COMPANY LIMITED PARTNERSHIP, an Indiana limited partnership

By: GRIFFITH DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership, its General Partner



IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

Assignee:

SIMON PROPERTY GROUP, L.P.,\* a  
Delaware limited partnership

By: Simon Property Group, Inc.,  
General Partner

By:

  
Randolph L. Foxworthy,  
Vice President

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the Lake County Recorder!

**STOP**



STATE OF INDIANA )  
COUNTY OF Marion ) SS:

Before me, a Notary Public in and for said County and State, personally appeared Melvin Simon, the General Partner of GRIFFITH DEVELOPERS LIMITED PARTNERSHIP, an Indiana limited partnership, the general partner of GRIFFITH PLAZA COMPANY LIMITED PARTNERSHIP, an Indiana limited partnership, who acknowledged the execution of the foregoing Assignment and Assumption Agreement for and on behalf of the partnership.

Witness my hand and Notarial Seal this 6<sup>th</sup> day of December, 1993.

Document is  
**NOT OFFICIAL**  
Notary Public

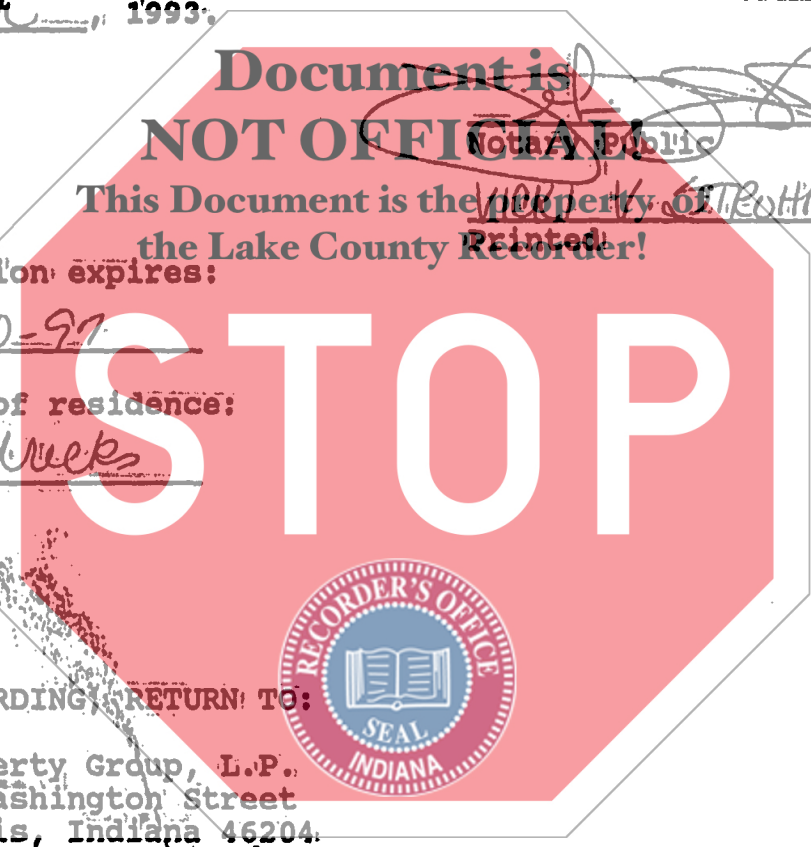
This Document is the property of WELLS FARGO BANK  
the Lake County Recorder!

My commission expires:

9-10-97

My county of residence:

Hendricks



AFTER RECORDING, RETURN TO:

Simon Property Group, L.P.  
115 West Washington Street  
Indianapolis, Indiana 46204.

Attn: Spencer Knotts

This instrument prepared by Benjamin A. Pecar, Attorney at Law, One American Square, Box 82008, Indianapolis, Indiana 46282.



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

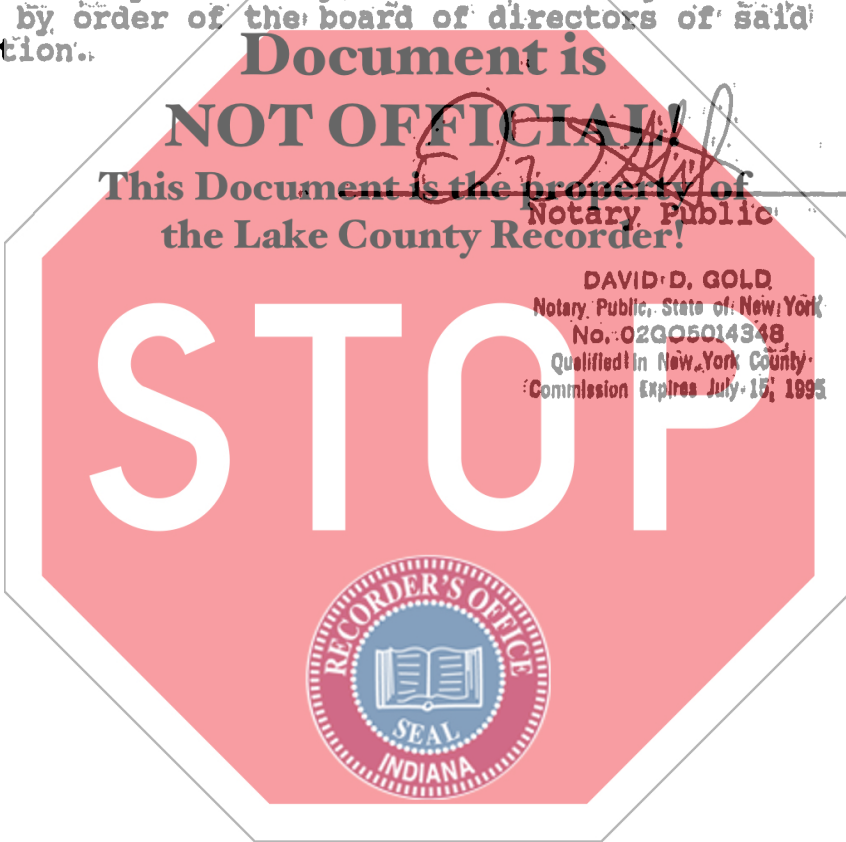
On the 20<sup>th</sup> day of December, 1993, before me personally came Randolph L. Foxworthy, to me known, who, being by me duly sworn, did depose and say that he resides at 11533 Larkspur Lane, Carmel, Indiana 46032; that he is a Vice President of Simon Property Group, Inc., a Maryland corporation and the general partner of Simon Property Group, L.P., a Delaware limited partnership, the corporation described in and which executed the foregoing instrument on behalf of the partnership; and that he signed his name thereto by order of the board of directors of said corporation.

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Notary Public  
the Lake County Recorder!

(seal)



\* dba Simon Real Estate Group Limited Partnership

Exhibit A

Griffith Plaza

Construction, Operation and Reciprocal Easement Agreement, dated March 15, 1979 by and between Griffith Plaza Company and The May Department Stores Company, recorded September 26, 1979 as Document No. 551914, as amended in the First Amendment to Construction, Operation and Reciprocal Agreement, dated March 17, 1980 and recorded April 2, 1980 as Document No. 579630, as amended.

