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RETURN TO:  
FIRST AMERICAN TITLE INS. CO.  
5285 COMMERCE DR. SUITE 1  
CROWN POINT, IN 46307

**FILED 93088499**

DEC 28 1993

Merrillville, Indiana

**ASSIGNMENT OF LEASE**

*Clara R. Anton*  
AUDITOR LAKE COUNTY

In consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration paid to CC Acquisitions L.P., a New Jersey limited partnership ("Assignor"; also sometimes referred to herein as "Landlord") by Bermuda Isles Associates Limited Partnership, a Florida limited partnership ("Assignee"), the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby assign, transfer, sell, grant and convey to Assignee all of the Assignor's right, title and interest as the landlord in, to and under that certain lease (the "Lease") dated November 30, 1993 by and between Landlord, as landlord and Circuit City Stores, Inc., as tenant (the "Tenant"), demising premises located in Merrillville, Indiana and legally described on Exhibit A attached hereto (herein called the "Real Property"), a Memorandum of which was recorded as Document No. 93085423 in the Office of the County Recorder of Lake County, Indiana. The assignment made hereby is made subject to the lien of the County Recorder's other loan documents encumbering the Real Property, which documents are more specifically described in that certain Special Warranty Deed dated of even date herewith pursuant to which Assignor has concurrently herewith conveyed the Real Property to Assignee.

Assignor covenants and agrees to indemnify and hold Assignee harmless from and against any and all claims, suits, actions, loss, damages, costs and expenses, including, without limitation, reasonable attorneys' fees, of every nature, whatsoever, arising out of any obligation of landlord under the Lease that arose, was to be performed or that became due prior to the conveyance of the Real Property from Assignor to Assignee.

Assignee hereby accepts the assignment set forth herein and hereby assumes the obligations of Assignor arising after the conveyance of the Real Property from Assignor to Assignee under the lease assigned hereby and Assignee covenants and agrees to indemnify and hold Assignor harmless from and against any and all claims, suits, actions, loss, damages, costs and expenses including, without limitation, reasonable attorneys' fees, of every nature whatsoever, arising out of any obligation of Landlord under the Lease that arises, is to be performed or that becomes due after the conveyance of the Real Property from Assignor to Assignee.

This Assignment shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

This Assignment shall be governed by and construed in

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD  
DEC 28 1993

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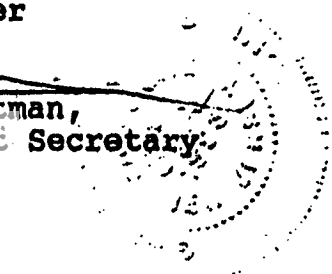
accordance with the internal laws (as opposed to the conflicts of laws provisions) of the State in which the Real Property is located.

This Assignment has been executed by the parties hereto as of December 27, 1993.

Assignor:

CC Acquisitions L.P.  
By: G-P Acquisitions, Inc.,  
general partner

By:   
Name: Alison Altman,  
Title: Assistant Secretary



**Document is  
NOT OFFICIAL!**

Assignee:

This Document is the property of  
the Lake County Recorder  
Bermuda Isles Associates  
Limited Partnership,  
a Florida limited partnership  
By: G-P Bermuda Isles, Inc.,  
general partner

By:   
Name: Norton Herrick,  
Title: President



STATE OF FLORIDA; COUNTY OF: PALM BEACH; SS.:

I, *Licky Blevins*, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Norton Herrick of G-P Bermuda Isles, Inc., a Florida corporation, the general partner of Bermuda Isles Associates Limited Partnership, a Florida limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said Corporation as general partner of G-P Bermuda Isles, Inc., as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this *23rd* day of December, 1993.

Document is

*Licky Blevins*  
Notary Public

**NOT OFFICIAL**

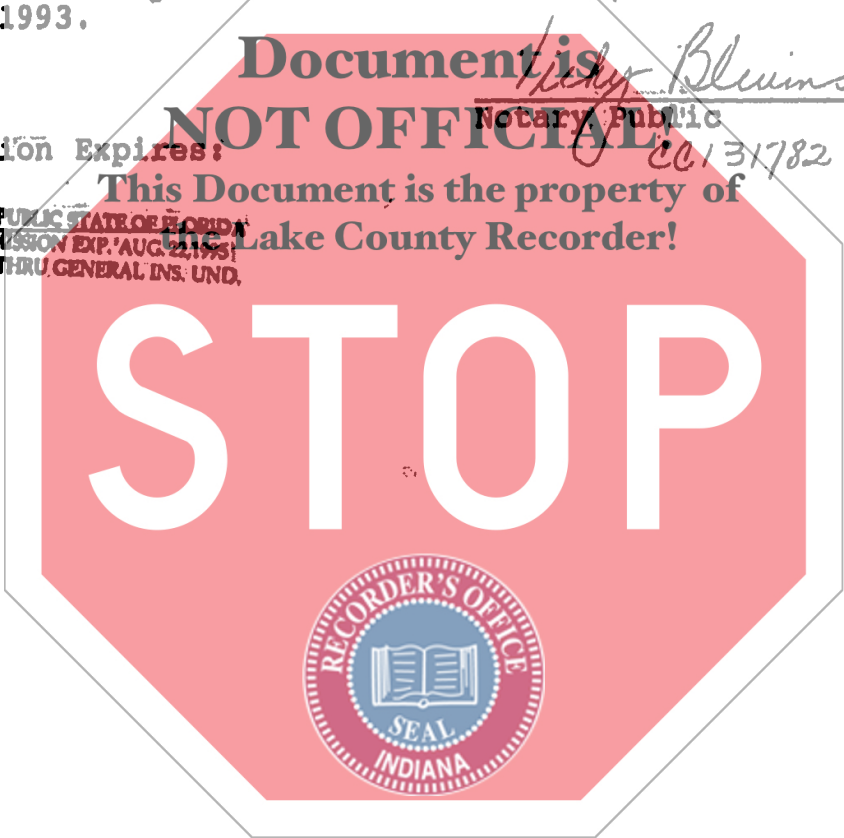
My Commission Expires:

*CC 131782*

This Document is the property of

**the Lake County Recorder!**

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. AUG. 21, 1995  
BONDED THRU GENERAL INS. UND.



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

I, ~~GRACE PASQUA ALDONNA~~ a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Alison Altman of G-P Acquisitions, Inc., a New Jersey corporation, the general partner of CC Acquisitions L.P., a New Jersey limited partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such assistant secretary, appeared before me this day in person and acknowledged that she signed and delivered said instrument as her own free and voluntary act and as the free and voluntary act of said Corporation as general partner of CC Acquisitions L.P., as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 27<sup>th</sup> day of December, 1993.

Document is NOT OFFICIAL!

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My Commission Expires:

12/10/94

*Grace Pasqua Aldonna*  
Notary Public

STOP

GRACE PASQUA ALDONNA  
Notary Public State of New York  
No. 41-4975467  
Qualified in Queens County  
Commission Expires 12/10/1994

After recording, return to:  
Alison Altman, Esq.  
Linett, Schechter, Reicher & Altman  
888 7th Avenue  
New York, New York 10106



Prepared by:  
Alison Altman, Esq.  
Linett, Schechter, Reicher & Altman  
888 7th Avenue  
New York, New York 10106

G165473.AL5



EXHIBIT A

PARGEL 1: (Part of Part A, Lot 4)

That part of Part A of Lot 4 lying South of a line drawn 70.0 feet South and parallel with the North line of Lot 4 in Southlake Plaza as shown in Plat Book 73 Page 30, as corrected by: Plat of Correction as shown in Plat Book 73 Page 37, and Certificate of Clarification recorded November 6, 1992, as document number 92070667, in the Office of the Recorder of Lake County, Indiana, containing 3.04 acres, more or less.

Also described as:

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This Document is the property of the Lake County Recorder  
Part of Part A of Lot 4 in Southlake Plaza as recorded in Plat Book 73 Page 37 in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Commencing at the southeast corner of the north-half of the Southeast Quarter of Section 23, Township 35 North, Range 8 West of the 2nd Principal Meridian; thence North  $90^{\circ} 00' 00''$  West 1,286.40 feet along the south line of said north-half also being the south line of said Southlake Plaza to the southwest corner of Lot 2 in said Southlake Plaza; thence North  $0^{\circ} 43' 24''$  East 421.68 feet to the south line of said Lot 4 and the point of beginning; thence North  $89^{\circ} 16' 36''$  West 250.69 feet along the south line of said Lot 4 to the southwest corner of said Lot 4; thence northerly along the westerly line of said Lot 4 the following five courses: 1, North  $0^{\circ} 43' 24''$  East 73.83 feet; 2, North  $89^{\circ} 16' 36''$  West 10.0 feet; 3, North  $0^{\circ} 43' 24''$  East 254.17 feet; 4, South  $89^{\circ} 16' 36''$  East 6.0 feet; 5, North  $0^{\circ} 43' 24''$  East 176.0 feet to the southwest corner of the north 70 feet of said Lot 4; thence South  $89^{\circ} 16' 36''$  East 67.28 feet along the south line of said north 70 feet to a point on the southerly line of Part B of said Lot 4; thence South  $60^{\circ} 35' 04''$  East 193.14 feet along the southerly line of said Part B to the east line of said Lot 4 being a point on a nontangent curve; thence southerly 83.04 feet along aforesaid east line along the arc of a curve concave easterly with a radius of 520.52 feet and a chord bearing South  $17^{\circ} 01' 45''$  East 82.95 feet, to a point of reverse curve; thence continuing southerly 205.59 feet along aforesaid east line along the arc of a curve concave westerly with a radius of 520.52 feet and a chord bearing South  $10^{\circ} 17' 03''$  East 204.26 feet to the beginning of a nontangent line; thence continuing along aforesaid east line South  $0^{\circ} 43' 24''$  West 131.77 feet to the southeast corner of said Lot 4; thence North  $89^{\circ} 16' 36''$  West 46.31 feet along the south line of said Lot 4 to the point of beginning, containing 3.04 acres more or less all in Lake County, Indiana.

PARCEL 2: (Part of Part B, Lot 4)

Together with an easement for parking, utility crossovers and driveways created by the Easement Agreement dated November 25, 1992 by and between Northern Indiana Public Service Company, an Indiana corporation, and Focus Partnership I, an Indiana partnership, recorded December 8, 1992 as document number 92077518, upon the terms, covenants, conditions, restrictions and obligations therein provided over the following described real estate, to-wit:

That part of Part B of Lot 4 lying South of a line drawn 70.0 feet South and parallel with the North line of Lot 4 in Southlake Plaza as shown in Plat Book 73 Page 30 as corrected by: Plat of Correction as shown in Plat Book 73 Page 37; and Certificate of Clarification recorded November 6, 1992 as document number 92070667, in the Office of the Recorder of Marion County, Indiana, containing 0.17 acres more or less, the property of

**the Lake County Recorder!**

Also described as:

Part of Part B of Lot 4 in Southlake Plaza as recorded in Plat Book 73 Page 37 in the Office of the Recorder of Lake County, Indiana, more particularly described as follows: Commencing at the southeast corner of the north half of the Southeast Quarter of Section 23, Township 35 North, Range 8 West of the 2nd Principal Meridian; thence North 90° 00' 00" West 1,286.40 feet along the south line of said north half also being the south line of said Southlake Plaza to the southwest corner of Lot 2 in said Southlake Plaza; thence North 0° 43' 24" East 421.63 feet to the south line of said Lot 4; thence North 89° 16' 36" West 250.69 feet along the south line of said Lot 4 to the southwest corner of said Lot 4; thence northerly along the westerly line of said Lot 4 the following five courses: 1, North 0° 43' 24" East 73.83 feet; 2, North 89° 16' 36" West 10.0 feet; 3, North 0° 43' 24" East 254.17 feet; 4, South 89° 16' 36" East 6.0 feet; 5, North 0° 43' 24" East 176.0 feet to the southwest corner of the north 70 feet of said Lot 4; thence South 89° 16' 36" East 67.28 feet along the south line of said north 70 feet to a point on the southerly line of Part B of said Lot 4 and the point of beginning; thence South 60° 35' 04" East 193.14 feet along the southerly line of said Part B to the east line of said Lot 4 being a point on a nontangent curve; thence northerly 93.77 feet along aforesaid east line along the arc of a curve concave easterly with a radius of 520.52 feet and a chord bearing North 07° 18' 03" West 93.65 feet, to the southeast corner of said North 70 feet; thence North 89° 16' 36" West 156.36 along the south line of said north 70 feet to the point of beginning, containing 0.17 acres more or less all in Lake County, Indiana.

**PARCEL 3: (Easement Rights under Operation and Easement Agreement)**

Together with the rights and the easements created by the Operation and Easement Agreement dated as of December 8, 1992 recorded December 17, 1992 as document number 92080433, as amended by First Amendment to Operation and Easement Agreement dated April 1, 1993 and recorded May 19, 1993 as document number 93033098.

