

CONSOLIDATED AND RESTATED ASSIGNMENT

1312 THIS CONSOLIDATED AND RESTATED ASSIGNMENT, made this day of April, 1994, between Northwestern National Life Insurance Company, a Minnesota corporation, whose address is c/o Washington Square Capital, 100 Washington Square, Suite 800, P.O. Box 9402, Minneapolis, Minnesota 55440 ("Assignee"), and Lake County Trust Company, an Indiana corporation whose address is 2200 North Main Street, Crown Point, Indiana 46307 ("LCTC"), not personally but solely as Trustee under Trust Agreements dated May 12, 1984 and known as Trust Nos. 3408, 3409, 3410, 3411, 3412 and 3413 and LCTC not personally but solely as Trustee under Trust Agreement dated March 24, 1987 and known as Trust 3711, (collectively, "Assignor").

RECITALS

Assignee, as assignee, and Assignor, as assignor, are parties to (i) an Assignment of Rents and Leases dated February 1, 1987, recorded February 26, 1987, as Document No. 903821, as modified by a Loan Modification Agreement recorded July 11, 1988, as Document No. 986371 and re-recorded July 12, 1988, as Document No. 986549 (as modified, the "1987 Assignment"), assigning leases, rents and profits from the real estate in Lake County, Indiana, described on Exhibit A hereto as security for a \$3,300,000 Promissory Note dated February 1, 1987 (the "1987 Note"), and (ii) an Assignment of Rents and Leases dated June 1, 1988, recorded July 11, 1988, as Document No. 986369, and re-recorded July 12, 1988, as Document No. 986548 (the "1988 Assignment"), assigning leases, rents and profits from the real estate in Lake County, Indiana described on Exhibit B hereto, as security for a \$1,700,000 Promissory Note dated June 1, 1988 (the "1988 Note").

Concurrently herewith, Assignee and Assignor are entering into a Consolidated and Restated Note (the "Consolidated and Restated Note") whereby the parties are consolidating and restating in their entirety the 1987 Note and the 1988 Note.

By this Consolidated and Restated Assignment, the parties desire to consolidate and restate the 1987 Assignment and the 1988 Assignment as part of the security for the Consolidated and Restated Note.

NOW, THEREFORE, the parties hereto agree as follows:

1. The 1987 Assignment and the 1988 Assignment are hereby consolidated and restated in their entirety as follows:

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94031276

For info see doc #

Chicago Title Insurance Company

H.S.

ASSIGNMENT OF RENTS AND LEASES

(Indiana Form)

THIS ASSIGNMENT made this ____ day of _____, 1994, by Lake County Trust Company, not personally but solely as Trustee under Trust Agreement dated March 24, 1987 and known as Trust No. 3711 (herein called "Phase II Owner"), and Lake County Trust Company, not personally but solely as Trustee under Trust Agreements dated May 12, 1984 and known as Trust Nos. 3408, 3409, 3410, 3411, 3412 and 3413 (herein together called "Phase I Owner"), the address of which Phase II Owner and Phase I Owner is 2200 North Main Street, Crown Point, Indiana 46307 (which Phase II Owner and Phase I Owner are herein jointly and severally called the "Assignor"), to Northwestern National Life Insurance Company (herein called the "Assignee"), whose address is c/o Washington Square Capital, 100 Washington Square, Suite 800, P.O. Box 9042, Minneapolis, Minnesota 55440.

W I T N E S S E T H, That

FOR VALUE RECEIVED, Assignor hereby grants, transfers, assigns and sets over to Assignee all of the right, title and interest of Assignor in and to (i) all of the rents, issues and profits of and from the premises described in Exhibit A and Exhibit B, attached hereto and made a part hereof (herein called the "Premises"), (ii) all leases (herein generally called "Leases") now or hereafter existing on all or any part of the Premises including, but not limited to, that certain lease or leases of the Premises (herein generally called the "Existing Leases") more particularly described in Exhibit C attached hereto and made a part hereof, if any, (iii) rights and claims for damages against tenants arising out of defaults under Leases, including rights to compensation with respect to rejected Leases pursuant to Section 365(a) or replacement Section thereto of the Bankruptcy Code of the United States and (iv) the proceeds (herein called "Proceeds") payable upon exercise of any option to purchase contained in any Lease.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS AGREED AS FOLLOWS:

1. Assignor hereby grants, transfers and assigns to Assignee all of the right, title and interest of Assignor in and to the said Leases, in and to the Proceeds and possession of the Premises, including any and all of the rents, issues, profits and avails now due, or which may hereafter become due under and by virtue of any lease (including without limitation the

Existing Leases) whether written or oral, or any letting, of or any agreement for the use or occupancy of any part of the Premises which may have been heretofore or may be hereafter made or agreed to between Assignor or any other present, prior or subsequent owner of the Premises or any interest therein or which may be made or agreed to by the Assignee, its successors or assigns under the powers herein granted, and any tenant or occupant of all or any part of the Premises, for the purpose of securing:

- (a) Payment of the indebtedness evidenced by that certain Consolidated and Restated Note (herein called the "Note") of even date herewith in the principal sum of \$4,731,551.42 and any extensions, modifications or renewals thereof, executed by Assignor, payable to the order of Assignee, and secured by a Consolidated and Restated Mortgage (herein generally called the "Mortgage") of the same date, to Assignee, as mortgagee, upon the Premises, and filed for record in the proper office of the County and State where the Premises are located on _____, 1994, as Document No. _____, which Mortgage and Note are held by or for the benefit of the Assignee.
- (b) Payment of all other sums with interest thereon becoming due and payable to the Assignee herein and in the Note and Mortgage contained.
- (c) Performance and discharge of each and every term, provision, condition, obligation, covenant and agreement of Assignor herein and in the Note and Mortgage contained.

2. Assignor represents and agrees that (a) Assignor is lessor under the Existing Leases, in each case either directly or as successor in interest to the named lessor thereunder; (b) the Existing Leases are not in default; (c) Assignor is entitled to receive all of the rents, issues and profits and to enjoy all the other rights and benefits mentioned herein and assigned hereby; (d) the same have not been heretofore sold, assigned, transferred or set over by any instrument now in force and will not at any time be sold, assigned, transferred or set over by the Assignor or by any person or persons whomsoever except as contemplated by this Assignment; and (e) that the Assignor has good right to sell, assign, transfer and set over the same and to grant to and confer upon the Assignee the rights, interests, powers and/or authorities herein granted and conferred.

3. Assignor will, from time to time, execute upon request of the Assignee, any and all instruments requested by the Assignee to carry this instrument into effect or to accomplish any other purposes deemed by the Assignee to be necessary or appropriate in connection with this Assignment or the Premises including, without limitation, specific assignments of any Lease or agreement relating to use or occupancy of the Premises or any part thereof now or hereafter in effect, as may be necessary or desirable, in the opinion of Assignee, to constitute the same an Existing Lease hereunder.

4. This Assignment shall in no way operate to restrict or prevent the Assignee from pursuing any remedy which it now or hereafter may have because of any present or future breach of the terms or conditions of the Mortgage and/or the Note.

5. The Assignee shall not in any way be responsible for failure to do any or all of the things for which this document is the property of the State of Indiana and the Assignee shall not be responsible for or liable upon any of the agreements, undertakings or obligations imposed upon the lessor under said Leases or any other agreement with respect to the Premises.

6. The Assignee shall be accountable only for such cash as it actually receives under the terms hereof.

7. Failure of the Assignee to do any of the things or exercise any of the rights, interests, powers and/or authorities hereunder shall not be construed to be a waiver of any of the rights, interests, powers or authorities hereby assigned and granted to the Assignee.

8. The Assignee shall assign this Assignment of Rents and Leases and any and all rights accruing thereunder to any subsequent assignee and holder of the Note and Mortgage for which this Assignment of Rents and Leases is given as additional security.

9. It is understood that the assignment of said Leases and of the rents, issues and profits of and from the Premises as effected hereby is an absolute assignment which is effective as of the date hereof and, upon demand by Assignee to the lessee under any said Leases or to any person liable for any of the rents, issues and profits of and from the Premises or any part thereof, such lessee or person liable for any of such rents, issues and profits shall be, and is hereby authorized and directed to, pay to or upon the

order of Assignee, and without inquiry of any nature, all rents then owing, or thereafter accruing under said Leases or any other instrument or agreement, oral or written, giving rise to an obligation to pay rents, issues or profits in connection with the Premises.

10. So long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby, or in the performance of any obligation, covenant or agreement herein or in the Note or Mortgage contained, Assignee shall not demand from lessees under said Leases or other persons liable therefor, any of the rents, issues and profits hereby assigned but shall permit the Assignor to collect, upon but not prior to accrual, all such rents, issues and profits from the Premises and the said Leases and to retain and enjoy the same; provided that, notwithstanding the provisions of this Section 10, all lessees under said Leases and all other persons liable for rents, issues and profits of and from the Premises shall comply with any demands for rents made by Assignee pursuant to the provisions of this Assignment of Rents and Leases without regard to whether or not the same are made in compliance with this Section 10.

11. Upon or at any time after default in the payment of any indebtedness evidenced by the Note or secured hereby or by the Mortgage, or in the performance of any term, provision, condition, obligation, covenant or agreement herein or in the Note or Mortgage contained, and the expiration of any period of grace with respect to any such default as provided for herein or in the Note or Mortgage contained, the Assignee may declare all sums secured hereby immediately due and payable and may, at Assignee's option, without notice, either in person or by agent, with or without bringing any action or proceeding, or by a receiver to be appointed by a court, enter upon, take possession of, and manage and operate the Premises and each and every part and parcel thereof; and in connection therewith, the Assignee may make, cancel, enforce or modify Leases (including without limitation Existing Leases), fix or modify rents, repair, maintain and improve the Premises, employ contractors, subcontractors and workmen in and about the Premises, obtain and evict tenants, in its own name sue for or otherwise collect or reserve any and all rents, issues and profits, including those past due and unpaid, employ leasing agents, managing agents, attorneys and accountants in connection with the enforcement of Assignee's rights hereunder and pay the reasonable fees and expenses thereof, and otherwise do and perform any and all acts and things which Assignee may deem necessary or appropriate in and about the Premises for the protection thereof or the enforcement of Assignee's

rights hereunder or under the Note or Mortgage; and all amounts expended by Assignee in connection with the foregoing, shall constitute so much additional indebtedness secured hereby and by the Mortgage.

Assignee shall apply any monies collected by Assignee, as aforesaid, less costs and expenses incurred, as aforesaid, upon any indebtedness secured hereby and by the Mortgage in such order and manner as Assignee may determine. The entering upon and taking possession of the Premises, the collection of rents, issues and profits, the exercise of any of the rights hereinabove specified and the application of collections, as aforesaid, shall not cure, waive, modify or affect any default hereunder or under the Note or Mortgage.

12. Any tenants or occupants of any part of the Premises (including, without limitation, all persons claiming any interest as lessee under the Existing Leases) are hereby authorized to recognize the claims and demands of Assignee hereunder without investigating the reason for any action taken by the Assignee or the validity or the amount of indebtedness owing to the Assignee or the existence of any default hereunder or under the Note or Mortgage or the application to be made by the Assignee of any amounts to be paid to the Assignee. The sole signature of the Assignee shall be sufficient for the exercise of any rights under this Assignment of Rents and Leases and the sole receipt of the Assignee for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Premises. Checks for all or any part of the rentals collected under this Assignment of Rents and Leases shall be drawn to the exclusive order of the Assignee.

13. The Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligation, duty or liability under the said Leases, nor shall this Assignment operate to place upon Assignee responsibility for the control, care, management or repair of the Premises or the carrying out of any of the terms and conditions of the said Leases; nor shall it operate to make the Assignee responsible or liable for any waste committed on the Premises by the lessee under any Lease or any other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, licensee, employee or stranger. Nothing herein or in the Mortgage contained, and no exercise by Assignee of any of the rights herein or in the Mortgage conferred shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of

the Premises by Assignee pursuant to the provisions hereof.

14. The Assignor shall and does hereby agree to indemnify and to hold Assignee harmless of and from any and all liability, loss or damage which it may or might incur under said Leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said Leases. Should the Assignee incur any such liability, loss or damage under said Leases or under or by reason of this Assignment, or in the defense of any such claims or demands, the amount thereof, including costs, expenses, and reasonable attorneys' fees, shall be secured hereby and by the Mortgage, and Assignor shall reimburse the Assignee therefor immediately upon demand, and upon the failure of Assignor so to do, the Assignee may declare all sums secured hereby immediately due and payable.

15. The Assignee has not received nor been transferred any security deposited by any lessee with the lessor under the terms of the Existing Leases and the Assignee assumes no responsibility or liability for any security so deposited.

16. Assignor will not (a) modify, change, alter, supplement, amend, surrender or accept surrender of any of the Leases; (b) execute any other assignment or pledge of the rents from the Premises or any part thereof, or of the Assignor's interest in any of the Leases, except to Assignee; (c) execute any Lease except for actual occupancy by the lessee thereunder; (d) permit any Leases to become subordinate to any lien other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent; or (e) execute hereafter any Lease unless there shall be included therein a provision providing that lessee acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by landlord under such Lease unless such sums have actually been received in cash by Assignee as security for lessee's performance under such Lease, without Assignee's prior written consent.

17. Assignor has not, and will not, accept rent in advance under any Lease (including without limitation Existing Leases) excepting only monthly rents for current months which may be paid in advance.

18. Assignor will (a) cause this Assignment to be served upon the lessee under each Lease; (b) at Assignor's sole cost and expense, cause this Assignment to be recorded and filed and re-recorded and re-filed in each and every public office in which such filing and recording may be necessary to constitute record notice of this Assignment and the terms and provisions hereof as applicable to the Premises; (c) at all times promptly and faithfully abide by, discharge or perform all of the covenants, conditions and agreements contained in each Lease; (d) enforce or secure the performance of all of the covenants, conditions and agreements of the Leases on the part of the lessees to be kept and performed; (e) appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of Assignor, as lessor, and of the lessees thereunder, and pay all costs and expenses of Assignee, including reasonable attorneys' fees in any such action or proceeding in which Assignee may appear; (f) furnish to Assignee, within ten (10) days after a request by Assignee to do so, a written statement containing the names of all lessees of the Premises, or any part thereof, the terms of their respective Leases, the spaces occupied and the rentals payable thereunder; and (g) exercise within five (5) days of the demand therefor by Assignee, any right to request from the lessee under any Lease a certificate with respect to the status thereof.

19. Upon payment in full of all indebtedness secured hereby, this Assignment of Rents and Leases shall become and be void and of no effect.

20. This Assignment applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. Wherever the term "Assignor" is used herein, such reference shall be deemed to mean each Assignor whose name appears below, severally, and all such Assignors, jointly and severally, and their respective heirs, legatees, devisees, executors, successors and assigns. Wherever the term "Assignee" is used herein, such term shall include all successors and assigns, including each and every from time to time owner and holder of the Note, of the Assignee named herein, each of whom shall have, hold and enjoy all of the rights, powers and benefits hereby afforded and conferred upon Assignee as fully and with the same effect as if such successors and assigns of Assignee were herein by name designated as Assignee. The term "Existing Leases" shall refer to the lease or leases described in Exhibit C hereto, whether one or more than one, if any.

21. In the event any lessee under the Leases should be the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state, or local statute which provides for the possible termination or rejection of the Leases assigned hereby, the Assignor covenants and agrees that if any of the Leases is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. The Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which will be applied to whatever portion of the indebtedness secured by this Agreement that Assignee may elect.

22. Each notice required or permitted pursuant to this Assignment shall be sufficient and shall be deemed served if mailed postage prepaid, certificate or registered mail, return receipt requested, to the applicable party at the above-stated addresses, or to such other address as such party may request in writing. Any time period provided in the giving of any notice hereunder shall commence upon the date such notice is deposited in the mail, as aforesaid.

23. Nothing herein contained shall be deemed to imply the consent of Assignee to any Lease containing an option to purchase all or any part of the Premises and no Lease shall contain or provide for such option without the prior written consent of Assignee.

2. All references in this Amendment and in the Mortgage and Assignment as amended hereby to the Mortgage and Assignment shall be to the Mortgage and Assignment as amended by this Amendment and as they may subsequently be amended or extended. All references in this Assignment to the Note shall be to the Consolidated and Restated Note of even date herewith and as it may subsequently be amended or extended.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be made as of the day and year first above stated.

NORTHWESTERN NATIONAL LIFE ^{INS}
INSURANCE COMPANY

By: *Jack San Filippo*
Its: Authorized Representative

STATE OF Minnesota
COUNTY OF Hennepin ss.

The foregoing instrument was acknowledged before me this 12th day of April, 1991, by Jack San Filippo, the Authorized Representative of Northwestern National Life Insurance Company, a Minnesota corporation, on behalf of such corporation.



Tracy Drapp
Notary Public,
Commission Expiration Date:
7/17/97
[AFFIX NOTARIAL SEAL]

MRR097A6.WP5



[Trustee Assignor]

This Assignment of Rents and Leases is executed by Assignor solely in the exercise of the authority conferred upon it as Trustee as aforesaid, and no personal liability or responsibility shall be assumed by, nor at any time be asserted or enforced against it, its agents or employees on account hereof, or on account of any promises, covenants, undertakings or agreements herein or in said Note contained, either express or implied; all such liability, if any, being expressly waived and released by the mortgagee or holder or holders of said Note and by all persons claiming by, through or under said Mortgage or the holder or holders, owner or owners of said Note and by every person now or hereafter claiming any right or security thereunder. It is understood and agreed that Assignor, individually or as Trustee, shall have no obligation to see to the performance or non-performance of any of the covenants or promises herein contained, and shall not be liable for any action or non-action taken in violation of any of the covenants herein contained. It is further understood and agreed that the Assignor is not entitled to receive any of the rents, issues or profits of or from said trust property, and this instrument shall not be construed as an admission to the contrary. ** SEE PAGE 12 FOR TRUSTEES ENVIRONMENTAL EXCULPATORY LANGUAGE**

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Rents and Leases as of the day, month and year first above written.

ATTEST:

Sandra L. Stiglitz
Assistant Secretary
Sandra L. Stiglitz

Lake County Trust Company, not personally but solely as Trustee under Trust Agreement dated March 24, 1987 and known as Trust No. 3711



By: Elaine M. Worstell
Elaine M. Worstell - Trust Officer

~~Trust Officer~~

ATTEST:

Sandra L. Stiglitz
Assistant Secretary
Sandra L. Stiglitz

Lake County Trust Company, not personally but solely as Trustee under Trust Agreement dated May 12, 1984 and known as Trust Nos. 3408, 3409, 3410, 3411, 3412 and 3413.

By: Elaine M. Worstell
Elaine M. Worstell Trust Officer

~~Trust Officer~~

[Trustee Assignor]

STATE OF Indiana)
) SS.
COUNTY OF Lake)

I, Laura L. Anderson, a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY that Elaine M. Worstell - Trust Officer of Lake County Trust Company (herein

called the "Assignor") and Sandra L. Stiglitz, Assistant Secretary of said Assignor, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Vice President and Assistant Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Assignor, as Trustee as aforesaid, for the uses and purposes therein set forth; and the said Assistant Secretary then and there acknowledged that he/she, as custodian of the corporate seal of said Assignor, did affix the corporate seal of said Assignor to said instrument as a free and voluntary act and as the free and voluntary act of said Assignor, as Trustee as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 13th day of April, A.D., 1994.

Laura L. Anderson
Notary Public
Laura L. Anderson



My Commission Expires:
11-11-95

Resident: Lake County,

Indiana

ENVIRONMENTAL EXCULPATORY LANGUAGE

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

JOINDER

(INDIANA FORM)

The undersigned, being the owner in the aggregate of One Hundred Per Cent (100%) of the beneficial interest in, and being the sole beneficiary of the Trusts which are the Assignor under the foregoing Consolidated and Restated Assignment, hereby consents to and joins in the foregoing Consolidated and Restated Assignment, intending hereby to bind any interest it and its respective administrators, successors or assigns may have in the Premises described in the foregoing Consolidated and Restated Assignment, or any leases or other agreements relating thereto, as fully and with the same effect as if the undersigned were named as the Assignor in said Consolidated and Restated Assignment. Nothing herein contained shall be deemed to render the undersigned liable upon any obligation for payments provided in the foregoing Consolidated and Restated Assignment.

Dated:

April 13 1964

This document is the property of the Lake County Recorder!

Park Center Partnership, L.P.,
an Illinois limited partnership

By: Park Center, Inc., an
Illinois corporation, sole
general partner

ATTEST:

B. J. Spathus
Secretary



By: [Signature]
Name: GERALD W. FOGELSON
Title: PRESIDENT

STATE OF Illinois)
COUNTY OF Cook) SS

I, Constance M. Green, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Gerald W. Fogelson, President of PARK CENTER, INC., an Illinois Corporation (the "Corporation"), and D.J. Spathes, Secretary of said Corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary acts, and as the free and voluntary act of said Corporation, as the general partner in Park Center Partnership, L.P., an Illinois limited partnership (the "Partnership"), for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that s/he, as custodian for the corporate seal of said Corporation, did affix the said instrument as a free and voluntary act, and as the free and voluntary act of said Corporation, as the general partner in the Partnership, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12th day of April, 1994.

Constance M. Green
Notary Public

My Commission Expires:

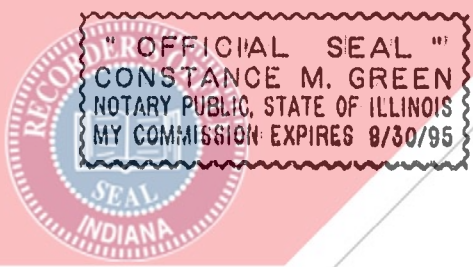


EXHIBIT A

Parcel 1: Part of Park Center Offices Unit 1, as shown in Plat Book 57, page 40, in Lake County, Indiana, described as follows: Commencing at the Southeast corner of said Unit 1; thence North along the East line of said Unit 1, 221.91 feet to the point of beginning; thence West, 138.78 feet; thence North, 195 feet; thence North 78 degrees, 35 minutes, 52 seconds East, 91.43 feet; thence South 76 degrees, 25 minutes, 48 seconds East, 89.27 feet to said East line; thence South along said East line, 195.80 feet to the point of beginning.

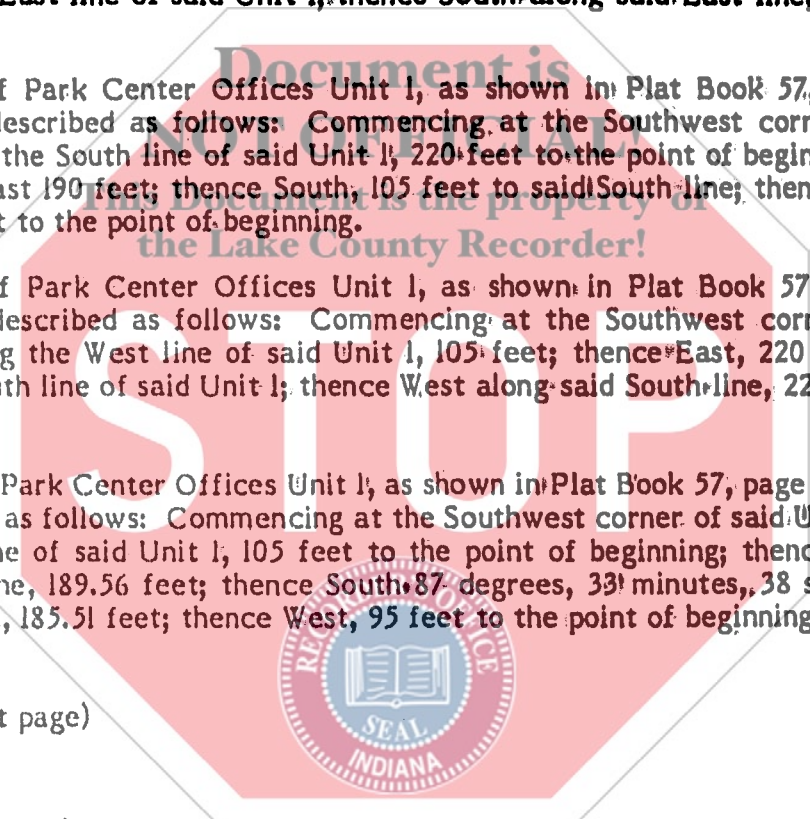
Parcel 2: Part of Park Center Offices Unit 1, as shown in Plat Book 57, page 40, in Lake County, Indiana, described as follows: Commencing at the Southeast corner of said Unit 1; thence West along the South line of said Unit 1, 110 feet; thence North, 220 feet; thence East, 138.78 feet to the East line of said Unit 1; thence South along said East line, 221.91 feet to the point of beginning.

Parcel 3: Part of Park Center Offices Unit 1, as shown in Plat Book 57, page 40, in Lake County, Indiana, described as follows: Commencing at the Southwest corner of said Unit 1; thence East along the South line of said Unit 1, 220 feet to the point of beginning; thence North, 105 feet; thence East 190 feet; thence South, 105 feet to said South line; thence West along said South line, 190 feet to the point of beginning.

Parcel 4: Part of Park Center Offices Unit 1, as shown in Plat Book 57, page 40, in Lake County, Indiana, described as follows: Commencing at the Southwest corner of said Unit 1; thence North along the West line of said Unit 1, 105 feet; thence East, 220 feet; thence South 105 feet to the South line of said Unit 1; thence West along said South line, 220 feet to the point of beginning.

Parcel 5: Part of Park Center Offices Unit 1, as shown in Plat Book 57, page 40, in Lake County, Indiana, described as follows: Commencing at the Southwest corner of said Unit 1; thence North along the West line of said Unit 1, 105 feet to the point of beginning; thence continuing North along said West line, 189.56 feet; thence South 87 degrees, 33 minutes, 38 seconds East, 95.09 feet; thence South, 185.51 feet; thence West, 95 feet to the point of beginning.

(Continued on next page)



Parcel 6: Part of Park Center Offices Unit 1, as shown in Plat Book 57, page 40, in Lake County Indiana, described as follows: Commencing at the Northwest corner of said Unit 1; thence Easterly and Northeasterly along the Northwesterly line of said Unit 1, 559.92 feet; thence Southeasterly along the Northeasterly line of said Unit 1, 200.61 feet to the East line of said Unit 1; thence South along said East line, 301 feet; thence North 76 degrees, 25 minutes, 48 seconds West, 89.27 feet; thence South 78 degrees 35 minutes, 52 seconds West, 91.43 feet thence South, 310 feet; thence West, 315 feet; thence North, 185.51 feet; thence North, 87 degrees, 33 minutes, 38 seconds West, 95.09 feet to the West line of said Unit 1; thence North along said West line, 20.01 feet to the point of beginning;

Parcel 7: Part of the Northeast Quarter of Section 24, Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as beginning at the Northwest corner of Park Center Offices Unit #1, as shown in Plat Book 57, page 40, in Lake County, Indiana; thence Easterly and Northeasterly along the Northwesterly line of said Unit #1, 559.92 feet; thence Southeasterly along the Northeasterly line of said Unit #1, 200.61 feet to the East line of said Unit 1 and the Westerly line of Pine Island Drive; thence North 13 degrees 34 minutes 12 seconds East along said Pine Island Drive 12.0 feet; thence North 76 degrees 25 minutes 48 seconds West 89.02 feet; thence Northwesterly along a curve to the right with a radius of 95.6 feet for a distance of 68.05 feet; thence North 35 degrees 38 minutes 48 seconds West 47.0 feet; thence South 54 degrees 21 minutes 12 seconds West 54.04 feet; thence Southwesterly along a curve to the left with a radius of 130.52 feet for a distance of 112.71 feet; thence South 04 degrees 52 minutes 45 seconds West 31.36 feet; thence Southwesterly along a curve to the right with a radius of 82.35 feet for a distance of 125.85 feet; thence North 87 degrees 33 minutes 38 seconds West 239.99 feet; thence South 02 degrees 26 minutes 22 seconds West 12.0 feet to the point of beginning.



EXHIBIT B

PARCEL 1:

Lot 1, Park Center Offices Unit 2, as shown in Plat Book 62,, page 49, in Lake County, Indiana.

PARCEL 2: ACCESS EASEMENT (for Parcel 1)

Perpetual, Non-exclusive access easement, appurtenant to Parcel 1, granted to the public for the purpose of ingress and egress upon and along the parcels of land designated and marked as access easements on the plat of Park Center Offices Unit 1 as shown in Plat Book 57, page 40, in Lake County, Indiana, including, without limitation, an access easement 20 feet and 30 feet wide along the southern border of Parcel 1, the center line of which is designated on said plat as "C/L Fountain Drive" and "C/L Commerce Drive".

PARCEL 3: UTILITY EASEMENT (for Phase II)

Perpetual, non-exclusive utility easement, appurtenant to Parcel 11, granted pursuant to Grant of Utility Easement recorded as Document No. 986365, in Lake County, Indiana, with respect to the property known as Park Center Offices Unit 11, a planned unit development of the Town of Schererville shown on the plat recorded in Plat Book 57, page 40, as Document No. 76312.

PARCEL 4: TWELVE-FOOT EASEMENT

Perpetual, Non-exclusive access and utility easement, appurtenant to Parcel 1 and to Parcel 5, Parcel 6, Parcel 7, Parcel 8, Parcel 9 and Parcel 10, granted pursuant to Document recorded as No. 986366, in Lake County, Indiana, for ingress and egress over, under and across, and for a utility easement across, the following described property:

Part of the Northeast Quarter of Section 24, Township 35 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as beginning at the Northwest corner of Park Center Offices Unit No. 1, as shown in Plat Book 57, page 40, in Lake County, Indiana; thence Easterly and Northeasterly along the Northwestern line of said Unit No. 1, 559.92 feet; thence Southeasterly along the Northeasterly line of said Unit No. 1, 200.61 feet to the East line of said Unit 1 and the Westerly line of Pine Island Drive; thence North 13 degrees 34 minutes 12 seconds East along said Pine Island Drive 12.0 feet; thence North 76 degrees 25 minutes 48 seconds West 89.02 feet; thence Northwesterly along a curve to the right with a radius of 95.6 feet for a distance of 68.05 feet; thence North 35 degrees 38 minutes 48 seconds West 47.0 feet; thence South 54 degrees 21 minutes 12 seconds West 54.04 feet; thence Southwesterly along a curve to the left with a radius of 130.52 feet for a distance of 112.71 feet; thence South 04 degrees 52 minutes 45 seconds West 31.36 feet; thence Southwesterly along a curve to the right with a radius of 82.35 feet for a distance of 125.85 feet; thence North 87 degrees 33 minutes 38 seconds West 239.99 feet; thence South 02 degrees 26 minutes 22 seconds West 12.0 feet to the point of beginning.

(Continued on next page)

PARCEL 5:

Part of Park Center Offices Unit 1, as shown in Plat Book 57, page 40, in Lake County, Indiana, described as follows: Commencing at the Southeast corner of said Unit 1; thence North along the East line of said Unit 1, 221.91 feet to the point of beginning; thence West, 138.78 feet; thence North 195 feet; thence North 78 degrees 35 minutes 52 seconds East, 91.43 feet; thence South 76 degrees 25 minutes 48 seconds East, 89.27 feet to said East line; thence South along said East line, 195.80 feet to the point of beginning.

PARCEL 6:

Part of Park Center Offices Unit 1, as shown in Plat Book 57, page 40, in Lake County, Indiana, described as follows: Commencing at the Southeast corner of said Unit 1; thence West along the South line of said Unit 1, 110 feet; thence North, 220 feet; thence East, 138.78 feet to the East line of said Unit 1; thence South along said East line, 221.91 feet to the point of beginning.

PARCEL 7:

Part of Park Center Offices Unit 1, as shown in Plat Book 57, page 40, in Lake County, Indiana, described as follows: Commencing at the Southwest corner of said Unit 1, thence East along the South line of said Unit 1, 220 feet to the point of beginning; thence North 105 feet; thence East 190 feet; thence South 105 feet to said South line; thence West along said South line, 190 feet to the point of beginning.

PARCEL 8:

Part of Park Center Offices Unit 1, as shown in Plat Book 57, page 40, in Lake County, Indiana, described as follows: Commencing at the Southwest corner of said Unit 1; thence North along the West line of said Unit 1, 105 feet; thence East 220 feet; thence South 105 feet to the South line of said Unit 1; thence West along said South line, 220 feet to the point of beginning.

PARCEL 9:

Part of Park Center Offices Unit 1, as shown in Plat Book 57, page 40, in Lake County, Indiana, described as follows: Commencing at the Southwest corner of said Unit 1; thence North along the West line of said Unit 1, 105 feet to the point of beginning; thence continuing North along said West line, 189.56 feet; thence South 87 degrees 33 minutes 38 seconds East, 95.09 feet; thence South 185.51 feet; thence West 95 feet to the point of beginning.

(Continued on next page)

PARCEL 10:

Part of Park Center Offices Unit 1, as shown in Plat Book 57, page 40, in Lake County, Indiana, described as follows: Commencing at the Northwest corner of said Unit 1; thence Easterly and Northeasterly along the Northwesterly line of said Unit 1, 559.92 feet; thence Southeasterly along the Northeasterly line of said Unit 1, 200.61 feet to the East Line of said Unit 1; thence South along said East Line, 30 feet; thence North 76 degrees 25 minutes 48 seconds West, 89.27 feet; thence South 78 degrees 35 minutes 52 seconds West, 91.43 feet thence South, 310 feet; thence West, 315 feet; thence North, 185.51 feet; thence North 87 degrees 33 minutes 38 seconds West, 95.09 feet to the West line of said Unit 1; thence North along said West Line, 20.01 feet to the point of beginning.

PARCEL 11:

Non-exclusive right appurtenant to the owners of Parcels 5, 6, 7, 8 and 9 to the use of Common Facilities on Parcel 10, pursuant to Declaration of Covenants, Conditions, Restrictions and Easements recorded as Document No. 771818.

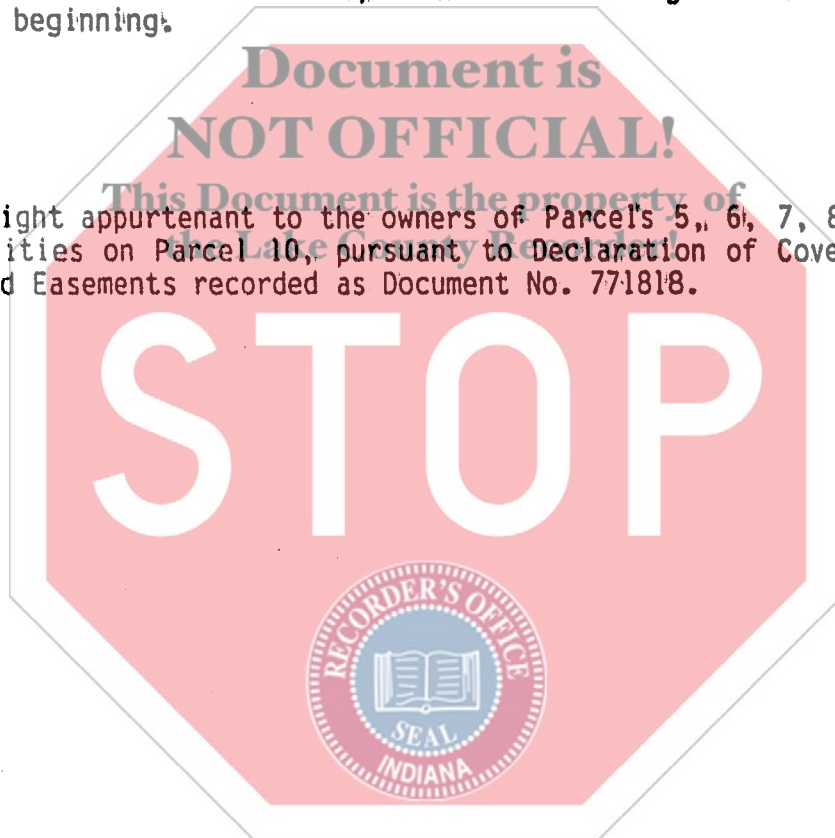


EXHIBIT C

ASEL CENTER
RENT ROLL

Prepared by: LMH
Mar. 14, 1994

TENANTS	ADDRESS	SUBJ	BASE YEAR	SG. FT.	SECURITY DEPOSIT	YRS OF LEASE	COMMENCE DATE	EXPIRATION DATE	CURRENT RENT/SF	BLDG %	CURRENT MONTHLY RENT
AUSTGEN & GRAD	5201 FOUNTAIN-A	1	1993	2,400.00	2,500.00	4	10/01/93	09/30/97	11.50	24%	2,900.00
APX MORTGAGE	5201 FOUNTAIN-C	1	1993	350.00	350.00	3	06/01/93	05/31/96	12.00	9%	950.00
HOWARD PUBLICATIONS	5201 FOUNTAIN-D	1	1988	2,400.00	1,500.00	4	01/01/90	12/31/94	14.50	24%	2,900.00
LIBERTY TITLE	5201 FOUNTAIN-F	1	1993	600.00	600.00	3	09/11/91	09/10/94	12.36	6%	618.00
PRINCIPAL MUTUAL	5201 FOUNTAIN-G	1	1993	600.00	600.00	3	03/01/93	02/28/96	12.00	6%	600.00
WORD FOR WORD	5201 FOUNTAIN-H	1	1993	3,250.00	0.00	3	09/01/93	08/30/96	11.50	32%	3,114.58
CHILD ENRICH CTR	5221 FOUNTAIN A-D	2	1993	4,500.00	3,650.29	6	09/01/93	08/31/99	11.50	44%	4,312.50
CHILDREN'S PLACE	5221 FOUNTAIN-H	2	1992	5,700.00	2,000.00	7	11/01/92	08/31/99	11.95	56%	5,630.50
INTEP ONE MORTG	5241 FOUNTAIN-A	3	1990	3,300.00	1,650.00	3	05/01/91	04/30/94	11.58	31%	3,184.23
NATL SERVICE	5241 FOUNTAIN-D	3	1993	1,200.00	1,150.00	3	03/15/93	06/30/96	11.50	12%	1,150.00
THE-A-PUTX, INC.	5241 FOUNTAIN-E	3	1990	4,900.00	4,246.99	4	08/01/92	07/31/96	4.90	49%	2,000.00 *
STAR TEMPORARY SVC	5241 FOUNTAIN-I	3	1994	800.00	800.00	3	02/15/94	02/28/97	12.00	8%	800.00
CLASSIC INSURANCE	5261 FOUNTAIN A-H	4	1993	7,800.00	4,100.00	5	09/01/93	08/31/98	12.68	78%	8,245.00
WORD FOR WORD	5261 FOUNTAIN-I	4	1993	2,400.00	0.00	3	01/01/93	12/31/95	11.79	22%	2,357.50
SOUTHLAKE/TRI-CITY	5281 FOUNTAIN A-H	5	1992	8,576.00	0.00	3	05/01/92	04/30/95	11.22	84%	8,018.55
H'WEST NATL. MORT.	5281 FOUNTAIN-I	5	1992	1,624.00	1,624.00	3	11/01/92	01/31/96	11.50	16%	1,556.34
AMER OFFICE EQUIP	5240 FOUNTAIN-A	6	1992	3,673.00	1,000.00	5	04/30/92	10/30/97	13.87	29%	4,245.98
VACANT	5240 FOUNTAIN-E	6		2,400.00					0.00	16.7%	
VACANT	5240 FOUNTAIN-G	6		1,800.00					0.00	14.3%	
INVESTMENT MGMT	5240 FOUNTAIN-C	6	1989	827.00	792.54	3	02/01/92	01/31/95	11.87	6.6%	817.90
JOHN M. O'DROBINAK	5240 FOUNTAIN-I	6	1991	3,900.00		5	10/01/93	09/30/94	7.08	12%	2,300.00 **
FIRST AMERICAN TITLE	5265 COMMERCE-A	7	1992	2,630.00	0.00	1.4	02/01/94	06/30/95	11.50	20.93%	2,528.08
KAISER CHIROPRACTIC	5265 COMMERCE-D	7	1993	1,860.00	1,782.50	3	03/01/93	02/28/96	7.74	14.76%	1,200.00 ***
MCULLY DEALERS	5265 COMMERCE-E	7	1988	4,600.00	8,133.33	10	11/01/88	10/31/98	11.00	35.5%	4,216.67
FIRST AMERICAN TITLE	5265 COMMERCE G-I	7	1992	3,600.00	0.00	3	05/01/92	06/30/95	12.24	28.5%	3,672.00
				76,298.00	37,479.65						66,767.93
TOTAL SF OCCUPIED				72,038.00							
TOTAL SF VACANT				4,260.00							
TOTAL SQUARE FOOTAGE				76,298.00							
% OCCUPIED				94.43%							

* RENT PER THE LEASE IS \$4,420.33/MONTH

** SPECIAL ONE YEAR DEAL

*** \$1,200.00 IN YEAR 2; \$1,300.00 IN YEAR 3