

22

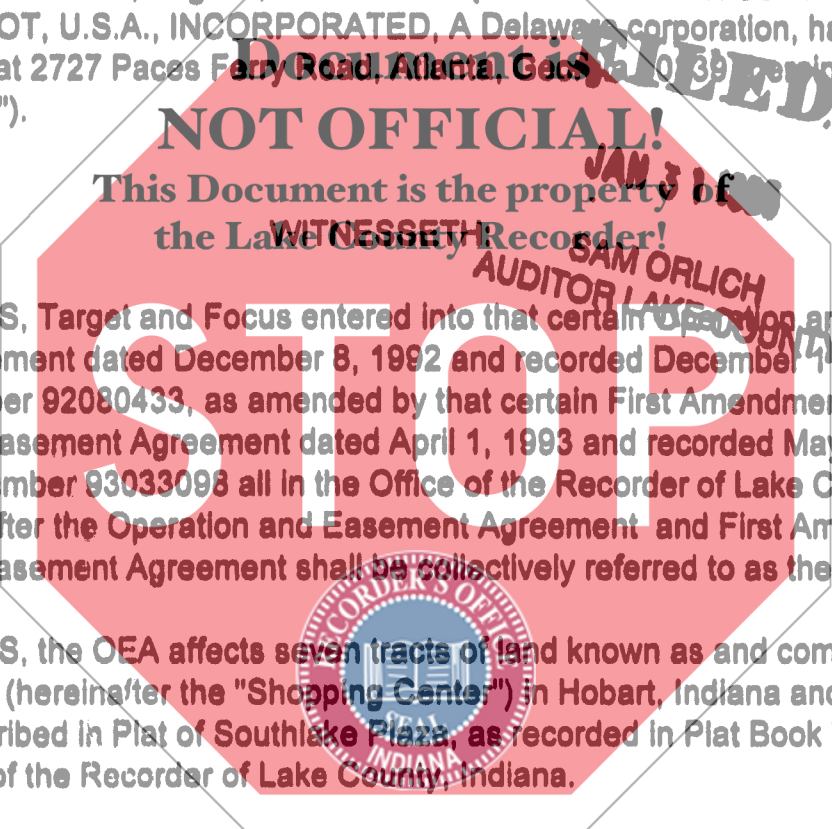
SECOND AMENDMENT TO OPERATION AND EASEMENT AGREEMENT

THIS SECOND AMENDMENT TO OPERATION AND EASEMENT AGREEMENT (herein referred to as the "Second Amendment") made as of this 18th day of January, 1995 by DAYTON HUDSON CORPORATION, a Minnesota corporation, having its principal offices at 33 South Sixth Street, Minneapolis, Minnesota 55402 (herein referred to as "Target"), FOCUS PARTNERSHIP I, an Indiana general partnership, having its principal offices at 840 Virginia Street, Merrillville, Indiana 46410 (herein referred to as "Focus"), CIRCUIT CITY STORES, INC., a Virginia corporation, having its principal offices at 9950 Mayland Drive, Richmond, Virginia, 23233-1464 (herein referred to as "Circuit City") and HOME DEPOT, U.S.A., INCORPORATED, A Delaware corporation, having its principal offices at 2727 Paces Ferry Road, Atlanta, Georgia 30329 (herein referred to as "Home Depot").

95005204
MARGARET H. CLEVELAND
LAKE COUNTY RECORDER

95 JAN 31 AM 8:45

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORDING



This Document is the property of
the Lake County Recorder!

WHEREAS, Target and Focus entered into that certain Operation and Easement Agreement dated December 8, 1992 and recorded December 17, 1992 as Document Number 92080433, as amended by that certain First Amendment to Operation and Easement Agreement dated April 1, 1993 and recorded May 21, 1993 as Document Number 93033098 all in the Office of the Recorder of Lake County, Indiana (hereinafter the Operation and Easement Agreement and First Amendment to Operation and easement Agreement shall be collectively referred to as the "OEA");

WHEREAS, the OEA affects seven tracts of land known as and comprising Southlake Plaza (hereinafter the "Shopping Center") in Hobart, Indiana and as more particularly described in Plat of Southlake Plaza, as recorded in Plat Book 73 at page 37 in the Office of the Recorder of Lake County, Indiana.

WHEREAS, Home Depot has acquired from Focus Lot No. 3 as shown on the plat of the Shopping Center;

WHEREAS, Home Depot has recorded a plat of resubdivision which subdivides Lot No. 3 into four (4) separate lots being Lot 1 of the Resubdivision of Lot 3; Lot 2 of the Resubdivision of Lot 3; Lot 3 of the Resubdivision of Lot 3; and Lot 4 of the Resubdivision of Lot 3; said Plat was recorded January 3, 1995 as Document No. 95000641 in Plat Book 77 at page 91 of the Lake County Indiana Recorder's Office and is known as Plat of Resubdivision of Lot 3 of Southlake Plaza;

DRAFTED BY AND WHEN RECORDED RETURN TO :
GERALD F. ALLEN, ESQ.; 1101 Perimeter Dr.,
Suite 440; Schaumburg, IL 60173

7

001315
48.00

WHEREAS, for convenience herein, each of the foregoing Lots 1, 2, 3, and 4 of the Plat of Resubdivision shall be referred to herein respectively as Lot 3A, Lot 3B, Lot 3C, and Lot 3D;

WHEREAS, Home Depot wishes to sell or lease Lot 3A, Lot 3B, Lot 3C, and Lot 3D and is currently negotiating with The Sports Authority, Inc. for Lot 3A, PETsMART, Inc. for Lot 3B, several potential retail users for Lot 3C, and Steak'n Shake for Lot 3D (hereinafter collectively the "Users") for the sale or lease of the Lots as indicated, and the users plan to develop and construct buildings on their respective Lots substantially in the configuration shown on the site plan attached as Exhibit "F" and made a part hereof (hereinafter the "Lot 3 Site Plan");

WHEREAS, Home Depot is currently negotiating for the acquisition of Lot No. 2 as shown on the plat of the Shopping Center, and if Home Depot acquires said Lot No. 2, Home Depot will configure its store and parking area and other amenities substantially as shown on the Lot 3 Site Plan;

WHEREAS, the OEA provides that the Approving Parties (as defined in the OEA) shall approve or disapprove plans for construction of buildings in the Shopping Center in order to maintain an architecturally compatible scheme for the Shopping Center;

WHEREAS, Target, Focus, Home Depot and Circuit City are, as of the date hereof, the Approving Parties in the OEA, but as of the acquisition by Home Depot of the Home Depot Tract, Focus will no longer be an Approving Party pursuant to the terms of the OEA;

WHEREAS, Target, Focus, Home Depot and Circuit City, by this Second Amendment, desire to clarify certain rights and obligations arising under the OEA and to provide the Users and their respective successors and/or assigns, with certain rights and obligations;

NOW, THEREFORE, in consideration of these presents and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. The OEA shall be amended by adding the Lot 3 Site Plan attached hereto as Exhibit "F";
2. The text of Article 1.1 of the OEA is hereby deleted in its entirety and replaced with the following:

"Approving Party. "Approving Party" shall mean the Party designated from time to time to make certain decisions and/or give certain approvals pursuant to the terms of this OEA. Initially, there shall be one Approving Party representing the Developer Tracts and one Approving party representing the Target Tract. Developer contemplates selling each of the separate lots of the Developer Tracts identified in the Site Plan to third party purchasers. At such time as (a) Developer sells all of the Developer Tract identified as "Lot No. 2" on the Site Plan, the owner of said lot shall be an Approving Party, (b) Developer or its successor (herein, Home Depot) sells that portion of the Developer Tract identified as "Lot 1 of the Resubdivision of Lot 3" (and referred to herein as Lot 3A) on the Lot 3 Site Plan, the owner of Lot 3A shall be an Approving Party, but until such sale is consummated, Home Depot shall be the Approving Party for all of Lot 3, and (c) Developer sells all of the Developer Tract identified as "Lot No. 4" on the Site Plan, the owner of said lot shall be an Approving Party. At such time as the Developer sells the last of said Lots 2, 3 and 4 as shown on the Site Plan, Developer shall no longer be an Approving Party, it being the intent that there be a maximum of three (3) Approving Parties for the Developer Tracts. Each Approving Party shall have absolute discretion to make the decision and/or give the approvals expressly designated to be made and/or given on behalf of the real estate represented by such position regardless of whether the Approving party then owns or is an Occupant, as the case may be, of all or less than all of the Developer Tracts or the Target Tract, as the case may be. The holder of an Approving Party position shall have the right to assign such position to (a) an Occupant of all or substantially all of the Tract represented by such Approving Party position or (b) any other party owning a Tract within the Tract represented by such Approving Party position, but if an assignment is not made, then such Approving Party position shall automatically be deemed assigned to the Party acquiring the last Tract owned by the transferring Approving Party. Any such assignment shall be confirmed by written notice given to the other Approving Parties. Developer shall be the initial Approving Party for the Developer Tract and Target shall be the initial Approving Party for the Target Tract."

3. Article 1.10 of the OEA is hereby deleted in its entirety and replaced with the following:

"1.10.1 Lot 3A Retailer. "Lot 3A Retailer" shall mean (a) The Sports Authority, Inc., a Delaware corporation, operating a retail sporting goods store, or (b) any other first-class national or regional retailer which occupies a space in the Lot 3A Tract in the configuration substantially as shown on the Lot 3 Site Plan.

1.10.2 Lot 3B Retailer. "Lot 3B Retailer" shall mean (a) PETsMART, Inc., a Delaware corporation, operating a retail pet supply store, or (b) any other first-class national or regional retailer which occupies a space in the Lot 3B Tract in the configuration substantially as shown on the Lot 3 Site Plan.

1.10.3 Lot 3C Retailer. "Lot 3C Retailer" shall mean a first-class national or regional retailer which occupies a space in the Lot 3C tract in the configuration substantially as shown on the Lot 3 Site Plan."

1.10.4 Lot 3D Retailer. "Lot 3D Retailer" shall mean (a) Steak'n Shake, or (b) any first class national or regional retailer or food service/restaurant operator which occupies the Lot 3D tract."

4. Article 1.11 of the OEA is hereby deleted in its entirety and replaced with the following:

1.11.1 Lot 3A Building. "Lot 3A Building" shall mean the building to be located on the Lot 3-A Tract in the configuration substantially as shown on the Lot 3 Site Plan.

1.11.2 Lot 3B Building. "Lot 3B Building" shall mean the building to be located on the Lot 3B Tract in the configuration substantially as shown on the Lot 3 Site Plan.

1.11.3 Lot 3C Building. "Lot 3C Building" shall mean the building to be located on the Lot 3C Tract in the configuration substantially as shown on the Lot 3 Site Plan..

1.11.4 Lot 3D Building. "Lot 3D Building" shall mean the building to be located on the Lot 3D Tract."

5. Article 1.12 of the OEA is hereby deleted in its entirety and replaced with the following:

1.12.1 Lot 3A Tract. "Lot 3A Tract" shall mean the Developer Tract identified as Lot 3A on the Lot 3 Site Plan."

1.12.2 Lot 3B Tract. "Lot 3B Tract" shall mean the Developer Tract identified as Lot 3B Tract on the Lot 3 Site Plan."

1.12.3 Lot 3C Tract. "Lot 3C Tract" shall mean the Developer Tract identified as Lot 3C tract on the Lot 3 Site Plan."

1.12.4 Lot 3D Tract. "Lot 3D Tract" shall mean the Developer Tract identified as Lot 3D Tract on the Lot 3 Site Plan."

6. Section 1.15 of the OEA is hereby amended by deleting the text added by the First Amendment and inserting the following:

The parties acknowledge that so long as Home Depot or a retailer selling similar products is the Occupant of the Lot 2 Building, that Occupant shall have the right to store lumber and to have a propane tank storage area outside of the Lot 2 Building and to have a Temporary Outdoor Sales Area in the areas which it customarily utilizes for such purposes in connection with a building in the configuration of the Lot 2 Building; provided, however, that any such lumber storage area, propane tank storage area, or Temporary Outdoor Sales Area shall be located at least 250 feet from the western boundary line of the Lot 2 Tract of the Shopping Center and further provided, however, that Home Depot or the Occupant of the Lot 2 Building shall comply with all laws and regulations pertaining to such outdoor storage.

7. The OEA is hereby amended by inserting the following text as Article 1.23 thereof:

"Steak' Shake. "Steak'n Shake" shall mean Steak'n Shake, Inc., an Indiana corporation."

8. The OEA is hereby amended by inserting the following text as Article 1.24 thereof:

"PETsMART. "PETsMART" shall mean PETsMART, Inc., a Delaware corporation."

9. The OEA is hereby amended by inserting the following text as Article 1.25 thereof:

"Sports Authority. "Sports Authority" shall mean The Sports Authority, Inc., a Delaware corporation."

10. The reference to the Lot 3 tract in the text added to Section 2.4 by the First Amendment is hereby changed to the Lot 2 Tract.

11. OMITTED INTENTIONALLY

12. The reference to the Lot 3 tract in Article 3.3 (B) of the OEA is hereby changed to the Lot 2 Tract.

13. The text of Article 3.3 (C) of the OEA is hereby amended by inserting the following text at the end of the first paragraph thereof:

"The Approving Parties hereby specifically consent to the placement of buildings along the common boundary lines between the Lot 3-A Retailer and the Lot 3-B Retailer in the configuration substantially as shown on the Lot 3 Site Plan. The Approving Parties hereby further specifically consent to the placement of buildings along the common boundary lines between the tracts of the Lot 3-B Retailer and the Lot 3-C Retailer in a configuration substantially as shown on the Lot 3 Site Plan. Each of the Lots 3-A, 3-B and 3-C Retailers hereby grant to the other an easement on and under of the granting party's property to the extent necessary for installation and maintenance of footings and foundations for the benefited party's building located on the benefited party's tract."

14. OMITTED INTENTIONALLY

15. Article 3.3 (F) (ii) of the OEA shall be amended to delete the following from the second and third lines thereof:

"Lot No. 2 - 35 Feet

"Lot No. 3 - 35 Feet"

and by inserting in lieu thereof the following:

"Lot No. 2 - 42 Feet

Lot No. 3A - 38 Feet

Lot No. 3B - 32 Feet

Lot No. 3C - 32 Feet

Lot No. 3D - 22 Feet

16. The text of Article 4.2 (D) (i) of the OEA is hereby deleted in its entirety and replaced with the following:

"To each of the Developer Tracts as follows:

Lot No. 2	-	28.79%
Lot No. 3A	-	10.84%
Lot No. 3B	-	7.82%
Lot No. 3C	-	8.00%
Lot No. 3D	-	2.05%
Lot No. 4	-	8.63%
Lot No. 5	-	4.35%

17. The reference to the Lot 3 Tract in Article 4.2 (H) is hereby changed to the Lot 2 Tract.

18. The OEA is hereby amended by inserting the following text as Article 4.2 (I) thereof:

"So long as The Sports Authority is the Approving Party for Lot 3A, the holder of the Approving Party position for the Lot 3A Tract shall have the right, upon giving not less than sixty (60) days' written notice to Operator, to take over and assume the maintenance obligations of the Common Area upon the Lot 3A Tract. In the event such Approving Party takes over maintenance of the Common Area upon the Lot 3A Tract, Approving Party shall assume maintenance contracts, such as snow removal contracts, which Operator has previously entered into for maintenance of the Common Area and which cannot, by their terms, be terminated; provided, however, that such Approving Party shall not be required to assume any maintenance contracts entered into by the Operator with any entity related to Developer or Operator and that such Approving Party shall not be required to assume any maintenance contracts with terms longer than one (1) year. Following the effective date of such assumption, Approving Party shall maintain the Common Area on the Lot 3A tract and shall pay all costs and expenses incurred in connection therewith; provided, however, Operator shall continue to maintain the Common Utility Lines of the Shopping Center regardless of location, shall continue to maintain the Permanent Access Roadway regardless of location, shall continue to maintain the Common Area security program, if any, and shall continue to insure the Common Area on the Lot 3A Tract under the Operator's Common Area public liability insurance program if such Approving Party elects to

participate therein by written notice to the Operator. Upon such assumption, the owner and Occupants of the Lot 3A Tract shall be released from the obligation to contribute toward the Operator's maintenance and operation of the balance of the Common Area, except with respect to those functions identified above for which continued participation is mandatory or elected; the Lot 3A Tract's share of such costs shall be paid in accordance with the allocation set forth in Section 4.2 (D) above. Operator shall continue to maintain the balance of the Common Area in accordance with the standards set forth herein.

Such Approving Party shall have the right to cause the Operator to resume the operation and maintenance of its Common Area upon the satisfaction of the following conditions:

- Document is NOT OFFICIAL!**
This Document is the property of the Lake County Recorder!
- (i) Such Approving Party shall give the Operator at least sixty (60) days' prior notice of its intention to have the Operator reassume the operation and maintenance of its Common Area; provided, however, such date for resumption shall always be the first day of a calendar quarter; and
 - (ii) Prior to the date established for Operator to reassume the maintenance and operation thereof, such Approving Party shall, at its sole cost and expense, cause the Common Area on the Lot 3A Tract to be in a condition which is at least equal to the condition of maintenance then existing on the other portions of the Common Area then being maintained by the Operator.

Provided the above conditions are satisfied, concurrently with the designated date, Operator shall resume full operation and maintenance of the Common Area located on the Lot 3A Tract, and the owner and Occupants of the Lot 3A Tract shall be responsible for its share of the costs and expenses of Operator's performance as set forth in Section 4.2(D) above."

19. The text of Article 5.1 (B) of the OEA is hereby amended by inserting the following text after subparagraph (xviii) thereof:

"It is hereby acknowledged that as they are operated at the present time, the Sports Authority Lot 3A Building retail sporting goods store, PETSMART Lot 3B Building retail pet supply store and veterinary clinic, and Steak'n Shake Lot 3D Building restaurant with sit-down service and drive-through area do not violate any of the limitations set forth in subparagraphs (i) through (xiii) above, but none of the activities in such Buildings shall be conducted in such a manner as to constitute a noxious or offensive operation."

20. References to the Lot 3 Tract or Lot 3 Building in Section 5.1 (D) are hereby changed to the Lot 2 Tract, provided, however, that the Temporary Outdoor Sales area need not be shown on the Lot 3 Site Plan but in no event shall the Temporary Outdoor Sales area exceed 11,000 square feet in area and such area shall be located at least 250 east of the west line of the Lot 2 Tract.

21. The reference to the Lot 3 Building in the text added by the creation of subsection (J) to Section 5.1 by the First Amendment is hereby changed to the Lot 2 Building.

22. The OEA is hereby amended by inserting the following text as Article 5.1 (K) thereof:

Notwithstanding anything herein to the contrary, the owner of the Lot 3C Tract shall have the right to utilize the entirety of the Lot 3C Tract for parking area rather than erecting a building on the Lot 3C Tract, but such use shall not adversely affect the parking availability and parking layout applicable to the owners of the Lot 3A, Lot 3B and Lot 3D tracts as shown on the Lot 3 Site Plan.

22A. The OEA is hereby amended by inserting the following text as Article 5.1 (L) thereof:

Notwithstanding anything in this OEA to the contrary (including without limitation subsections 1.10.1, 1.10.2 and 1.10.3 hereof), so long as the Lot 4 Building is used as a store selling consumer, office or automotive electronics products (which include without limitation televisions, stereos, speakers and video recorders and players, computer hardware and software, entertainment software and entertainment media [which shall include without limitation records, game cartridges, video tapes, cassettes and compact discs], cellular and cordless telephones, household appliances [which shall include without limitation refrigerators, freezers, stoves, microwave ovens, vacuum cleaners and dishwashers] and motor vehicle audio, stereo and telephone systems) (all of such items being herein referred to as the "Products"), or has been so used in the prior twelve months, no portion of the Lot 3 Tract shall be used for the purpose of selling any of the Products; provided, however, that sale of the foregoing items in *de minimus* quantities shall not be prohibited so long as the sales of such items are limited to less than 100 square feet of sales area and are less than 2% of the gross sales from such portion so utilized, and further provided, however, that the foregoing shall not apply to the use of any portion of the Lot 3 Tract as a retail automotive supply and repair store by Pep Boys, Inc. in the manner of operations conducted by that entity in its other stores as of the date of this Amendment.

23. The fourth and fifth sentences of Article 5.3 (A) of the OEA are hereby deleted in their entirety and replaced with the following:

"A freestanding sign ("the Lots 2 & 3 Sign") used to identify the Occupant of the Lot 2 Tract and the four (4) Occupants of Lot 3A, Lot 3B, Lot 3C, and Lot 3D may be constructed in the area on the Lot 3A Tract designated on the Lot 3 Site Plan as "Pylon Sign". The cost of the design, construction and installation of the Lots 2 & 3 Sign shall be proportionately shared by each Occupant utilizing such Sign, and such proportionate share shall be determined by a fraction, the numerator of which shall be the amount of square footage each Occupant utilizes on such Sign, and the denominator of which shall be the total square footage on such Sign. Each individual Occupant shall be responsible for the maintenance and repair of its sign panel and each shall pay its proportionate share as determined herein above of the overall maintenance and repair of the Sign. The Approving Parties hereby consent to the design of the Sign substantially as set forth on Exhibit "G" attached hereto and made a part hereof.

24. The OEA is hereby amended by inserting the following text as Article 5.3 (D) thereof:

"Notwithstanding anything contained herein to the contrary and subject to approval of the applicable governmental authorities, Sports Authority shall be permitted to install "Coming Soon" and "Grand Opening" banners and balloons upon any portion of the Lot 3A Tract provided The Sports Authority has secured the necessary governmental permits and approvals, and further provided that all such banners shall be removed within 90 days after the date The Sports Authority commences sales to the public from the Lot 3A Building ."

25. The text of Article 6.4 of the OEA is hereby amended by inserting the following text after the words "Operator: As from time to time designated":

"Sports Authority: The Sports Authority, Inc.
3383 North State Road 7
Fort Lauderdale, Florida 33319
Attention: President

With a copy to:
Vice President of Real Estate
at the same address."

26. It is hereby acknowledged that Target, Focus, Home Depot and Circuit City are, as of the date hereof, the Approving Parties under Section 1.1 of the OEA.

27. It is hereby acknowledged that upon the acquisition by Home Depot of the Lot 2 Tract, Focus will no longer be an Approving Party.

28. As of the date hereof, the Operator (as defined in Article 1.14 of the OEA) designated by the Approving Parties pursuant to Article 4.2 (B) of the OEA is Focus.

29. Each Approving Party hereby approves the Lot 3 Site Plan and agrees to grant in a timely manner all approvals and consents required under the OEA relative to development of Lot 3 Tract and the Lot 2 Tract so long as such development is consistent in all material respects with the Lot 3 Site Plan.

30. Upon its acquisition of the Lot 2 Tract, the Lot 3A tract, the Lot 3B Tract, the Lot 3C Tract, or the Lot 3D Tract, the acquiring entity shall execute a supplement to this Agreement, substantially in the form attached hereto as Exhibit "H", and by this reference made a part hereof, indicating that such acquiring entity acknowledges that it is a party to the OEA as amended by this Agreement.

31. If any part of this Second Amendment shall be found to be invalid or unenforceable, the remainder of this Second Amendment shall be enforceable in accordance with its terms, deleting such unenforceable or invalid provisions therefrom.

32. This Second Amendment shall run with the land and shall be binding upon the parties hereto, their successors and assigns, and shall inure to the benefit of all present and future owners of the Shopping Center or any portions thereof. This Second Amendment shall be recorded in Lake County, Indiana at the expense of Home Depot.

33. This Second Amendment may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the parties; each counterpart shall be deemed an original but all counterparts shall constitute a single instrument.

34. Except as and to the extent herein modified, the OEA is hereby re-ratified and re-affirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

FOCUS PARTNERSHIP I
an Indiana General Partnership

By: Jerald Good

Title: General Partner

Date Signed JANUARY 17 1995

DAYTON HUDSON CORPORATION
a Minnesota Corporation

By: _____

Title: _____

Date Signed _____ 199__

HOME DEPOT U.S.A., INC.
a Delaware Corporation

By: A.M. [Signature]
Sr Corporate Counsel-Real Estate

Title: _____

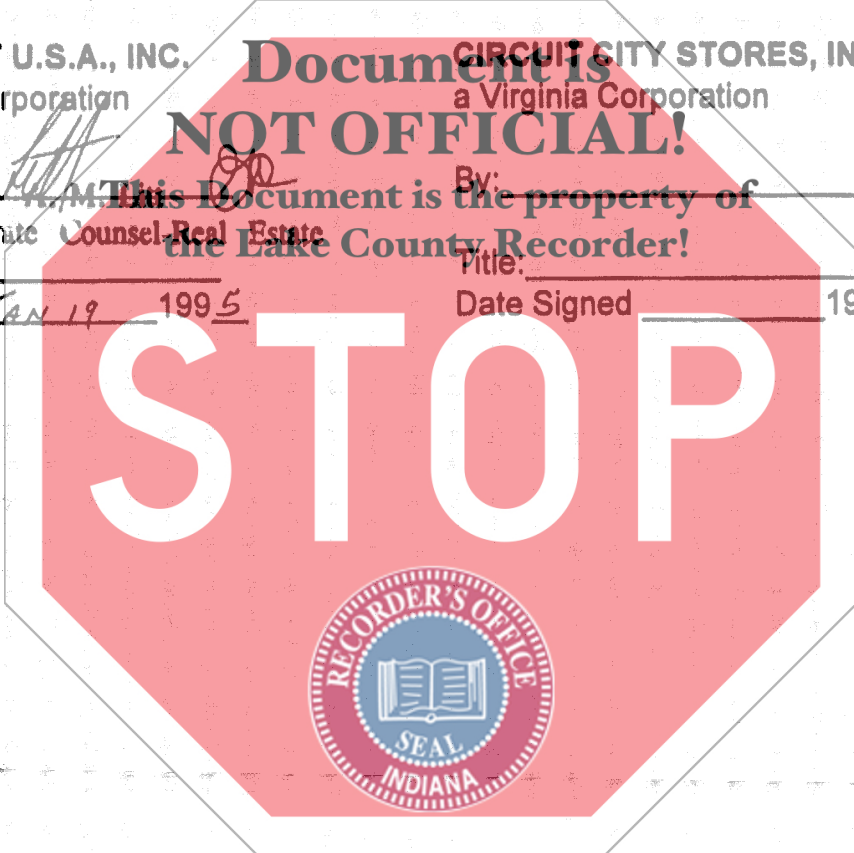
Date Signed JAN 19 1995

CIRCUIT CITY STORES, INC.
a Virginia Corporation

By: _____

Title: _____

Date Signed _____ 199__



IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

FOCUS PARTNERSHIP I
an Indiana General Partnership

By: _____

Title: _____

Date Signed _____ 199__

DAYTON HUDSON CORPORATION
a Minnesota Corporation

By: [Signature] _____

Edward J. Bierman
Vice President

Title: Target Stores _____

Date Signed January 18 1995

HOME DEPOT U.S.A., INC.
a Delaware Corporation

By: [Signature] _____

Title: _____

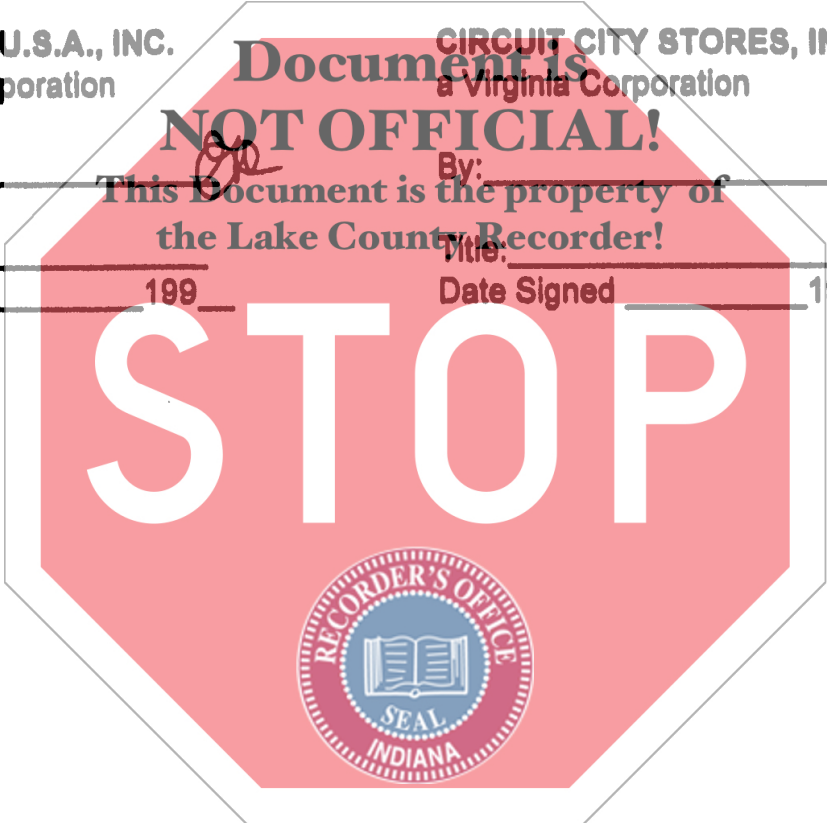
Date Signed _____ 199__

CIRCUIT CITY STORES, INC.
a Virginia Corporation

By: _____

Title: _____

Date Signed _____ 199__



IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

FOCUS PARTNERSHIP I
an Indiana General Partnership

DAYTON HUDSON CORPORATION
a Minnesota Corporation

By: _____

By: _____

Title: _____

Title: _____

Date Signed 199

Date Signed 199

HOME DEPOT U.S.A., INC.
a Delaware Corporation

CIRCUIT CITY STORES, INC.
a Virginia Corporation

By: _____

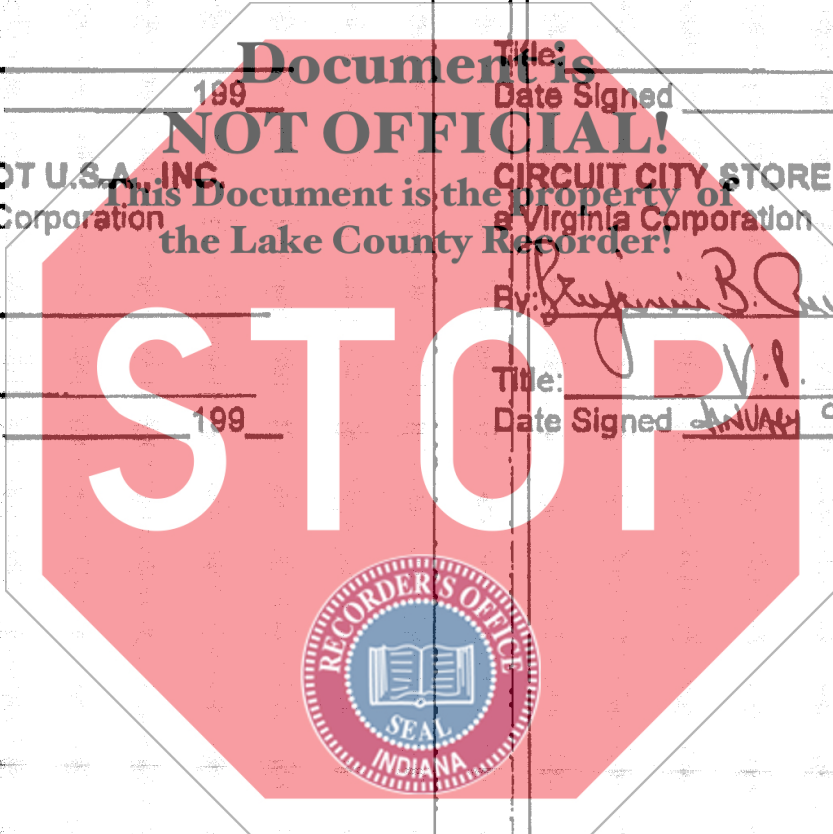
By: Stephanie B. Cunningham J.

Title: _____

Title: V.P.

Date Signed 199

Date Signed JANUARY 9 1995



Acknowledgment attached to
Second Amendment to OEA

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

On this 17th day of January, 199⁵, before me personally came
Jerald J. Good, known to me to be the person whose name is subscribed to
the foregoing instrument as an authorized signatory for Focus Partnership I
the corporation described in and which executed the foregoing instrument, and who
acknowledged to me that: the instrument was executed for the purposes and consideration therein
expressed as the act of the corporation, and the instrument was signed by the authorized
signatory all by authority of the board of directors of said corporation.

**Document is
NOT OFFICIAL!**
This Document is the property of
the Lake County Recorder!

George W. Carberry
Notary Public George W. Carberry

My Commission Expires: 4/9/95

STOP



Acknowledgement attached to
Second Amendment to OEA

STATE OF GEORGIA)
) ss.
COUNTY OF COBB)

On this 19th day of January, 1995, before me, the undersigned, a Notary public in and for said State, personally appeared A. M. Litt, to me known to be the Senior Corporate Counsel - Real Estate of Home Depot U.S.A., Inc., a Delaware corporation, that executed the foregoing instrument, and who acknowledged to me that: the said instrument was executed for the purposes and consideration therein expressed as the act of the corporation, and the instrument was signed by the authorized signatory, all by authority of the Board of Directors of said corporation.

WITNESS MY HAND and official seal hereto affixed the day, month and year in this certificate first above written.



Jacquie L. Gould

Jacquie L. Gould
Notary public in and for the
State of Georgia
Residing at Cumming



My commission expires:

My Commission Expires Aug. 16, 1998



STATE OF MINNESOTA)
) SS
COUNTY OF HENNEPIN)

On this 18th day of January, 1995, before me, a Notary Public within and for said County, personally appeared Edward J. Bierman, to me personally known, who, being first by me duly sworn, did say that he is the Vice President-Target Stores, a division of Dayton Hudson Corporation, and that the foregoing instrument was signed by him on behalf of said corporation by authority of its Board of Directors and Edward J. Bierman acknowledged said instrument to be the free act and deed of said corporation.

John A. Connen

Notary Public



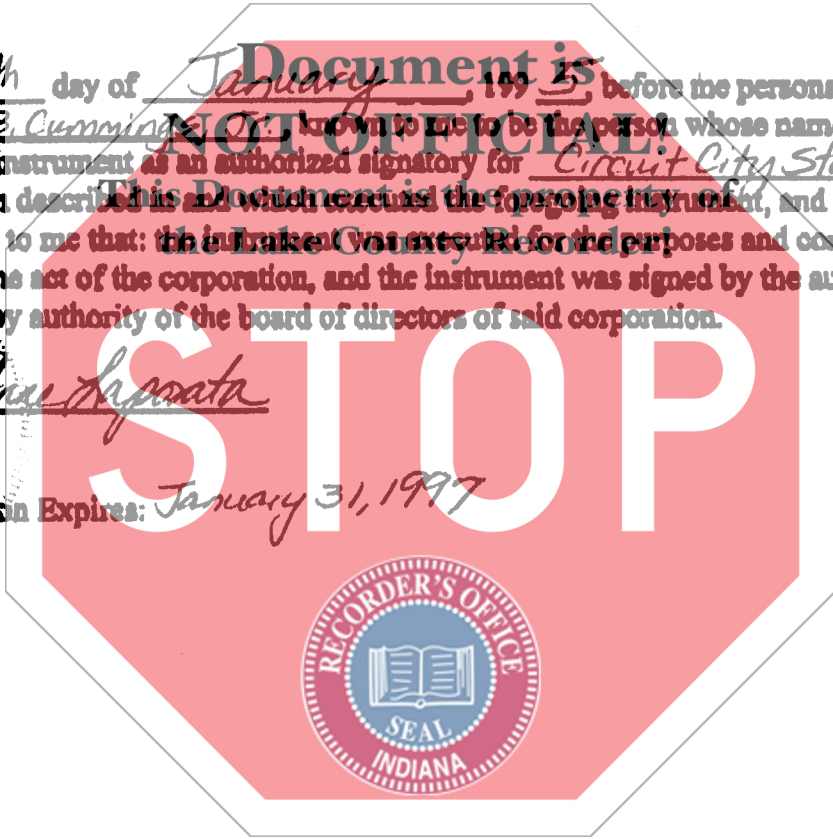
**Acknowledgment attached to
Second Amendment to OEA**

STATE OF Virginia)
) SS
COUNTY OF Henrico)

On this 9th day of January, 1995, before me personally came Benjamin B. Cummings, Jr. known to me to be the person whose name is subscribed to the foregoing instrument as an authorized signatory for Circuit City Stores, Inc. the corporation described in and which executed the foregoing instrument, and who acknowledged to me that: the instrument was executed for the purposes and consideration therein expressed as the act of the corporation, and the instrument was signed by the authorized signatory, all by authority of the board of directors of said corporation.

[Signature]
Notary Public

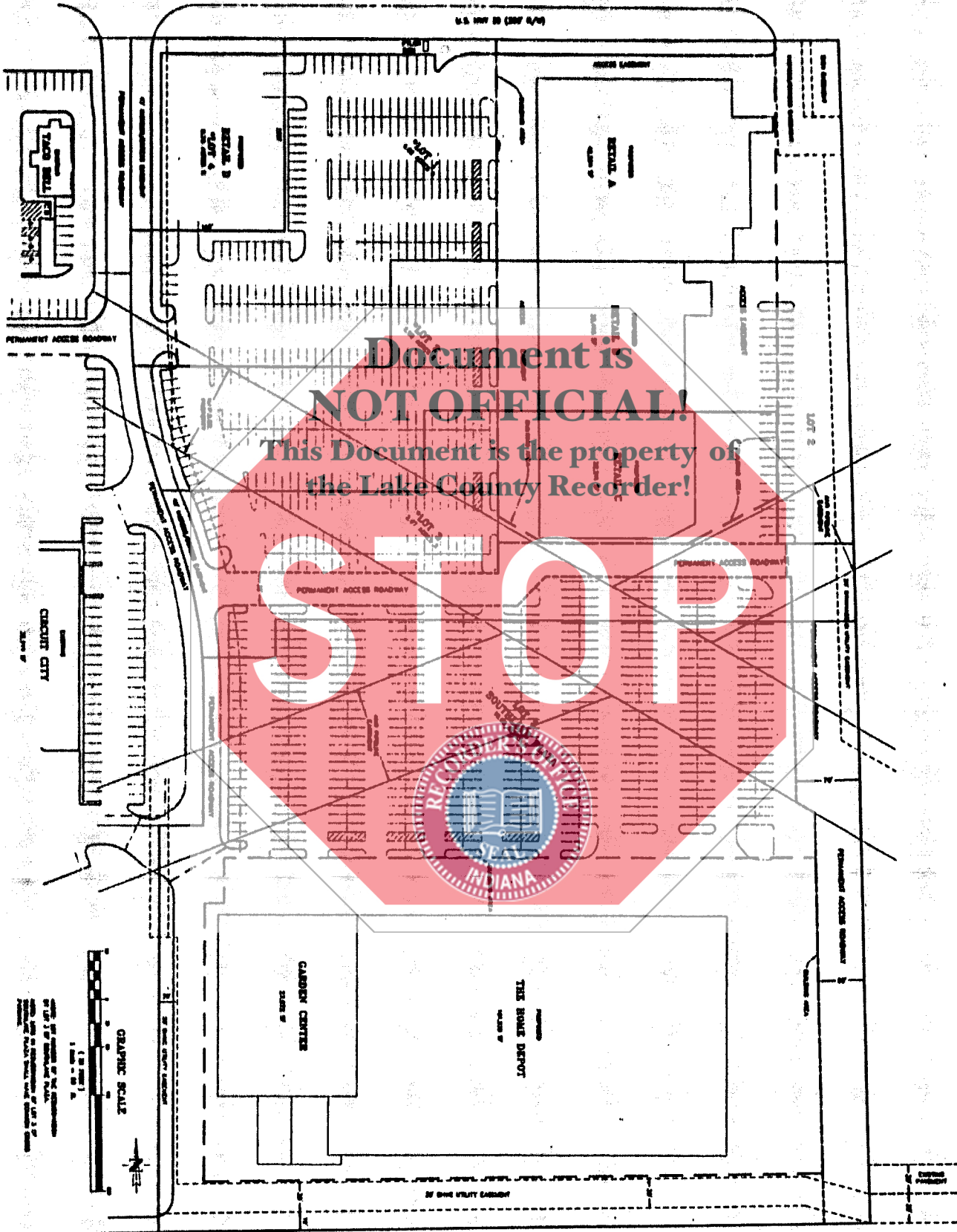
My Commission Expires: January 31, 1997



Document is
NOT OFFICIAL

Exhibit F
to
OEA Second Amendment

LOT 3 SITE PLAN



GRAPHIC SCALE
1" = 100' 0"

NOTE: ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.

NO. OF SHEETS	1
SHEET NO.	1
OEA	

Plumb Tuckett & Associates
ARCHITECTS • ENGINEERS • SURVEYORS
189 East 90th Drive • Merrillville, IN 46410

OEA
PRELIMINARY
SITE PLAN

DATE	10/21/04
CHECKED BY	GIS
DATE	10-20-2004
BY	T. C. L. S.

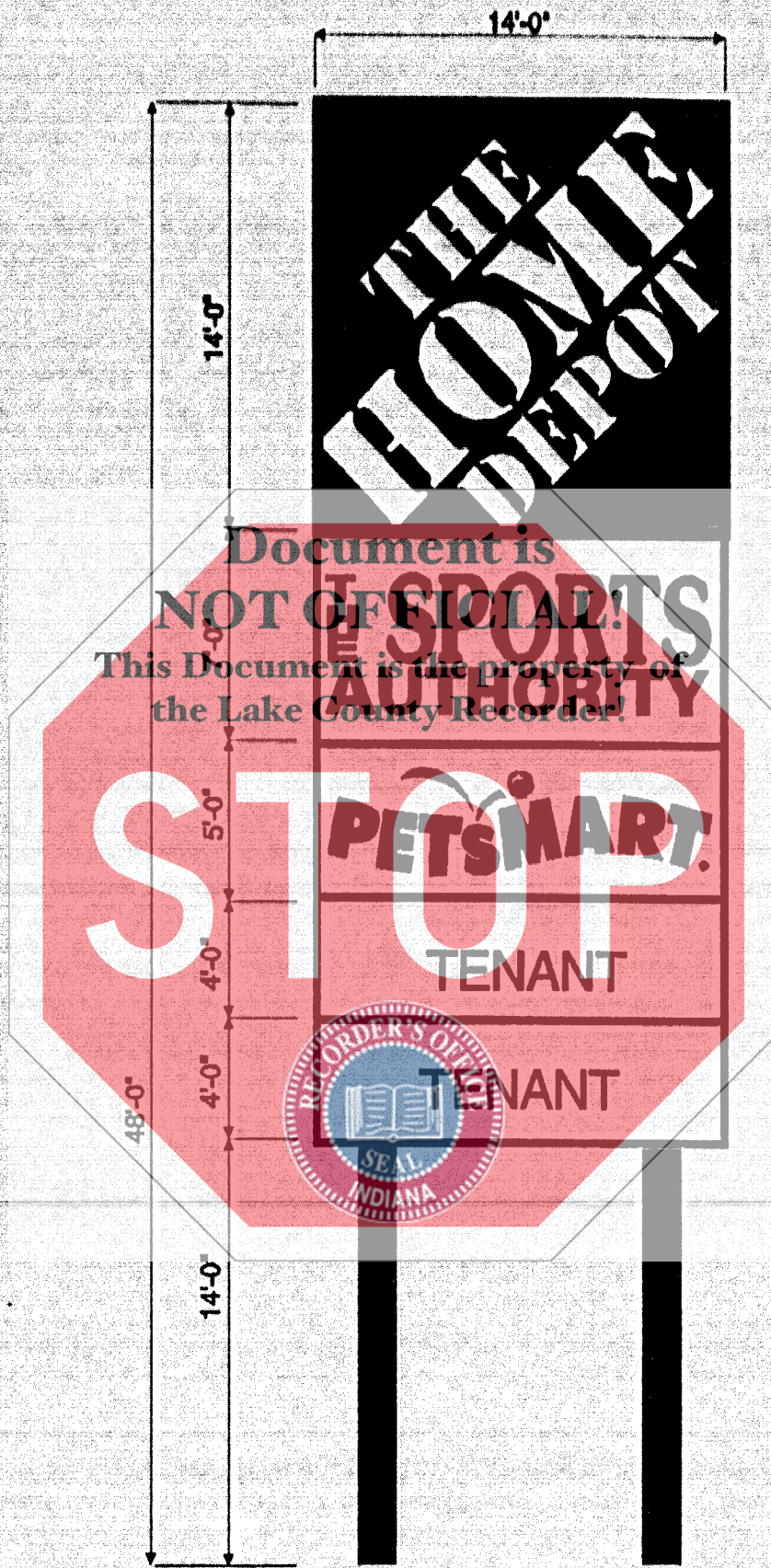


EXHIBIT "H"

SUPPLEMENT TO OEA

THIS SUPPLEMENT TO OEA dated this _____ day of _____, 199____ is executed by the undersigned pursuant to the terms of an Operation and Easement Agreement identified herein.

WITNESSETH:

WHEREAS, Dayton Hudson Corporation, a Minnesota Corporation (herein, "Target") and Focus Partnership I, an Indiana general partnership (herein, "Developer") entered into an OPERATION AND EASEMENT AGREEMENT dated December 8, 1992 (herein, the "OEA") affecting seven tracts of land known as and comprising Southlake Plaza (herein, the "Center") in Hobart, Indiana;

WHEREAS, a Second Amendment to Operation and Easement Agreement (herein, the "Modification") dated _____, 1994 was executed by and between Target, Developer and Circuit City, Inc., a Virginia Corporation, and Home Depot, U.S.A., Incorporated, a Delaware Corporation;

WHEREAS, the Modification provided that any entity acquiring a portion of Lot 3 of the Center would acknowledge that such acquiring entity had, by virtue of such acquisition, become a Party to the OEA; and

WHEREAS, the undersigned has acquired a portion of Lot 3 of the Center;

NOW, THEREFORE, pursuant to and in compliance with the terms of the OEA as amended by the Modification, the undersigned does hereby acknowledge and agree that it: (a) is a Party to the OEA as amended by the Modification; (b) will comply with the terms thereof; (c) will be responsible for the obligations of a Party as set forth therein; and (d) is not entitled to nor empowered with the rights of an Approving Party as that term is defined in the OEA.

Pursuant to Section 6.4 of the OEA, the undersigned hereby states that notices and other communication issued under the OEA to the undersigned should be sent as follows:

Entity Name:

Entity Address:

Attn:

The undersigned hereby authorizes Home Depot, U.S.A., Incorporated to record an executed copy of this Agreement in Lake County, Indiana and agrees to reimburse Home Depot for the recording expense within ten days after request for reimbursement.

ENTITY NAME:

By: _____

Title: _____

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 199____, before me personally came _____, known to me to be the person whose name is subscribed to the foregoing instrument as an authorized signatory for _____, the corporation described in and which executed the foregoing instrument, and who acknowledged to me that: the instrument was executed for the purposes and consideration therein expressed as the act of the corporation, the seal was affixed, and the instrument was signed by the authorized signatory, all by order of the board of directors of said corporation.

Notary Public

My Commission Expires:

