

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

97 OCT 14 PM 1:14

MORRIS V. CARTER
RECORDER

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193734LD #138

Recording at the Request of and
When Recorded Mail Original to:

GoodSmith, Gregg & Unruh
300 South Wacker Drive
Suite 3100
Chicago, Illinois 60606
Attention: Laurence W. Levi

Chicago Title Insurance Company

**ASSIGNMENT OF LESSOR'S
INTEREST IN LEASES AND RENTS**

This Assignment of Lessor's Interest in Leases and Rents (the "Assignment") is made as of OCTOBER 14, 1997, by GARY JOINT VENTURE, an Ohio general partnership ("Assignor"), to WELLS FARGO BANK, NATIONAL ASSOCIATION, as agent ("Assignee") for Wells Fargo Bank, National Association and each other person which executes the Loan Agreement (as defined in the Mortgage) as a lender or which executes and delivers an Assignment and Assumption (as defined in that certain Loan Agreement among Assignor, Assignee, and the Lenders of even date herewith (the "Loan Agreement"), as an assignee (collectively, "Lenders").

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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1. **Assignment.** Assignor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby absolutely grant, sell, convey, assign, transfer, set over and deliver unto Assignee the following:

(a) All leases, written or oral, now in existence or hereafter arising and all agreements for the use and occupancy of all or any portion of the fee and leasehold interests described on Exhibit "A" attached hereto and incorporated herein by reference or any improvements thereon (the "Premises"), together with all the right, power and authority of Assignor to alter, modify or change the terms of such leases and agreements or to surrender, cancel or terminate such leases and agreements and together with any and all extensions and renewals thereof and any and all further leases, including without limitation subleases, upon all or any part of the Premises (all of such leases, agreements, subleases and tenancies being hereinafter collectively called the "Leases");

(b) Any and all guarantees of the obligations of the lessees (the "Lessees") under any of such Leases;

This instrument was prepared by:
Laurence W. Levi
GoodSmith, Gregg & Unruh
300 South Wacker Drive, Suite 3100
Chicago, Illinois 60606

Handwritten initials and date: 68.10.97

(c) The immediate and continuing right to collect and receive all of the rents, income, receipts, revenues, issues and profits now due or which may become due or to which Assignor may now or shall hereafter (whether during any applicable period of redemption, or otherwise) become entitled or may demand or claim, arising or issuing from or out of the Leases, or from or out of the Premises or any part thereof, including without limitation minimum rents, additional rents, percentage rents, parking maintenance charges or fees, tax and insurance contributions, proceeds of sale of electricity, gas, chilled and heated water and other utilities and services, deficiency rents and liquidated damages following default or late payment of rent, premiums payable by any Lessee upon the exercise of a cancellation privilege provided for in any Lease and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the Premises, together with any and all rights and claims of any kind which Assignor may have against any Lessee under any Lease or any subtenants or occupants of the Premises (all such money, rights and claims being hereinafter collectively called the "Rents"), LESS AND EXCEPTING THEREFROM, HOWEVER, any sums which by the express provisions of any Lease are payable directly to any governmental authority or to any other person, firm or corporation other than the lessor under any Lease or any person, firm or corporation which controls or is controlled by or is under common control with the lessor under any Lease.

2. Assignor's Representations and Warranties. Assignor and each signatory who signs on its behalf represents and warrants to Assignee as follows:

(a) Assignor is the sole legal and beneficial owner of the Premises in fee simple absolute and has good and marketable title to the Leases and Rents, free and clear, to Assignor's best knowledge, of all claims, liens and encumbrances other than those described on Exhibit "B" attached hereto and unrecorded leases disclosed in writing to Assignee prior to the date hereof. Assignor has all requisite right, power and authority to assign the Leases and Rents and no other person, firm or corporation has any right, title or interest therein;

(b) Assignor has duly and punctually performed all and singular the terms, covenants, conditions and warranties of the Leases on Assignor's part to be kept, observed and performed; and, except as disclosed to Assignee in writing prior to the date hereof, the Lessees thereunder are not in default of any of the terms or provisions of the respective Leases and no event has occurred and no fact exists thereunder which with notice and/or lapse of time would constitute such a default;

(c) The Leases are valid and unmodified except as indicated herein and are in full force and effect; Assignor has not previously sold, assigned, transferred, mortgaged or pledged the Leases or the Rents, whether now due or hereafter to become due; the Rents now due or to become due for any periods subsequent to the date hereof have not been collected and payment thereof has not been anticipated for a period of more than one month in advance, waived or released, discounted, set off or otherwise discharged or compromised; Assignor has not received any funds or deposits from any Lessee for which credit has not already been made on account of accrued rents; Assignor has not received any bona fide and acceptable offer to purchase the

Premises or any part thereof which would in any way affect any right or option of first refusal to purchase all or any portion of the Premises now contained in any Lease; and Assignor has not done any thing which might prevent Assignee from or limit Assignee in operating under or enforcing any of the provisions hereof.

3. Affirmative Covenants of Assignor. Assignor shall (i) observe, perform and discharge duly and punctually all and singular the obligations, terms, covenants, conditions and warranties of Assignor, as lessor under the Leases, (ii) give prompt notice to Assignee of any failure on the part of Assignor to observe, perform and discharge the same or of any claim made by any Lessee of any such failure by Assignor, (iii) upon Assignee's request, notify and direct in writing each and every present or future Lessee or occupant of the Premises or of any part thereof that any security deposit or other deposits heretofore delivered to Assignor have been retained by Assignor or assigned and delivered to Assignee, as the case may be, (iv) enforce the Leases or secure in the name of Assignee, the performance of each and every obligation, term, covenant, condition and agreement in the Leases to be performed by any Lessee or any guarantor, (v) appear in and defend any action or proceeding arising under, occurring out of or in any manner connected with the Leases or the obligations, duties or liabilities of Assignor and any Lessee thereunder, do so in the name and on behalf of Assignee upon request by Assignee, but at the expense of Assignor, and pay all costs and expenses of Assignee, including reasonable attorneys' fees and disbursements, in any action or proceeding in which Assignee may appear, (vi) use best efforts (acting in good faith and in accordance with sound business practice) to keep the Premises leased at a good and sufficient rental and on other terms and conditions reasonably acceptable to Assignee, (vii) deliver to Assignee executed copies of all existing and future "Qualified Leases" (as such term is hereinafter defined) when executed upon all or any part of the Premises, (viii) at the request of Assignee, transfer and assign such future Leases upon the same terms and conditions as herein contained, and (ix) make, execute and deliver to Assignee upon demand and at any time or times, any and all assignments and other documents and instruments which Assignee may deem advisable to carry out the true purposes and intent of the assignment set forth in this Assignment.

4. Negative Covenants of Assignor. Unless Assignor first obtains the written consent of Assignee, Assignor shall not (i) cancel, terminate or consent to any surrender of any Lease (except in the ordinary course of business with respect to Leases in default), (ii) commence any action of ejectment or any summary proceedings for dispossession of any Lessee under any Lease or exercise any right of recapture provided in any Lease (except in the ordinary course of business with respect to Leases in default), (iii) materially modify or in any way alter the terms of any Lease if the effect thereof is to cause such Lease to fail to be a Qualified Lease (as defined below), (iv) waive or release any Lessee or any guarantors from any obligations or conditions to be performed by any Lessee or any guarantor of any Lease if the effect thereof is to cause such Lease to fail to be a Qualified Lease, (v) enter into any Lease (unless such Lease is a Qualified Lease) or renew or extend the term of any Lease unless an option for such renewal or extension was originally so reserved by the Lessee and for a fixed and definite rental, (vi) consent to any modification of the express purposes for which the Premises or any portion thereof have been leased pursuant to any Lease, (vii) consent to any subletting of the Premises or any part thereof, to any assignment of any Lease by any Lessee thereunder, or to any assignment or subletting of

any sublease, (viii) receive or collect any Rents from any Lessee for a period of more than one month in advance (whether in cash or by evidence of indebtedness), (ix) pledge, transfer, mortgage or otherwise encumber or assign future payments of Rents, or (x) waive, excuse, condone, discount, setoff, compromise, or in any manner release or discharge any Lessee under any Lease of and from any obligations, covenants, conditions and agreements to be kept, observed and performed by such Lessee, including the obligation to pay Rents thereunder, in the manner and at the time and place specified therein, if the effect thereof is to cause such Lease to fail to be a Qualified Lease; provided, however, that the foregoing restrictions on Assignor shall not apply (a) to any Lease which is for space containing less than 1,000 square feet of gross leasable area so long as the aggregate amount of space not restricted by this paragraph 4 pursuant to this clause (a) does not exceed 10% of the gross leasable area of the Mortgaged Property (excluding anchor tenant space) or (b) to any Lease which is for a term of less than one year so long as the aggregate amount of space not restricted by this paragraph 4 pursuant to this clause (b) does not exceed 15% of the gross leasable area of the Mortgaged Property (excluding anchor tenant space). "Qualified Lease" means any Lease which (x) is on a standard form approved by Assignee and contains terms no less favorable to Assignor than those shown on Exhibit C to the Mortgage or (y) is approved by Assignee. Any approval of Assignee required by this paragraph 4 shall not be unreasonably withheld.

5. License. Provided that there exists no Default hereunder and no event has occurred which with notice and/or lapse of time would constitute a Default hereunder, Assignor shall have the right under a license granted hereby and Assignee hereby grants to Assignor a license (but limited by the remedies of Assignee set forth herein) to collect, but not more than one month in advance, all of the Rents arising from or out of the Leases or any renewals or extensions thereof, or from or out of the Premises or any part thereof, but only as trustee for the benefit of Assignee. Assignor shall apply the Rents so collected first to payment of any and all amounts due and payable under one or more promissory notes (collectively, the "Note") by Assignor in favor of the Lenders, which are secured by that certain Mortgage, Security Agreement and Assignment of Leases and Rents of even date herewith (the "Mortgage") by Assignor, as grantor, in favor of Assignee, as grantee, or under any of the other Loan Documents, as defined in the Mortgage. Thereafter, so long as no Default exists hereunder and no event has occurred and no fact exists which with notice and/or lapse of time would constitute a Default hereunder, Assignor may use the Rents in any manner not inconsistent herewith or with the Loan Documents. The license granted hereby shall be revoked automatically upon the occurrence of a Default hereunder or an event which with notice and/or lapse of time would constitute a Default hereunder.

6. Power of Attorney. Subject to the license described and limited in Paragraph 5 above, Assignor hereby constitutes and appoints Assignee the true and lawful attorney-in-fact, coupled with an interest, of Assignor, empowered and authorized in the name, place and stead of Assignor to demand, sue for, attach, levy, recover and receive all Rents and any premium or penalty payable upon the exercise by any Lessee under any Lease of a privilege of cancellation originally provided in such Lease and to give proper receipts, releases and acquittances therefor and after deducting expenses of collection, to apply the net proceeds as a credit upon any portion of the indebtedness secured by the Mortgage notwithstanding the fact that such portion of said

indebtedness may not then be due and payable or that such portion of said indebtedness is adequately secured, and Assignor does hereby authorize and direct any such Lessee to deliver such payment to Assignee, in accordance with this Assignment, and Assignor hereby ratifies and confirms all that its said attorney, Assignee, shall do or cause to be done by virtue of the powers granted hereby. The foregoing appointment is irrevocable and continuing and such rights, powers and privileges shall be exclusive in Assignee, its successors and assigns. A Lessee need not inquire into the authority of Assignee to collect any Rents, and its obligations to Assignor shall be absolutely discharged to the extent of any payment to Assignee. Subject to the license described and limited in Paragraph 5 above, Assignor hereby constitutes and appoints Assignee the true and lawful attorney-in-fact, coupled with an interest, of Assignor empowered and authorized in the name and stead of Assignor to subject and subordinate at any time and from time to time any Lease or any part thereof to the lien and security interest of the Mortgage or any other mortgage, deed of trust or security agreement on or to any ground lease of the Premises, or to request or require such subordination, where such reservation, option or authority was reserved to Assignor under any such Lease, or in any case where Assignor otherwise would have the right, power or privilege so to do. The foregoing appointment is irrevocable and continuing and such rights, powers and privileges shall be exclusive in Assignee, its successors and assigns, and Assignor hereby warrants that Assignor has not, at any time prior to the date hereof, exercised any such rights or assigned the right to do so, and Assignor hereby covenants not to exercise any such right to subordinate any such Lease to the lien of the Mortgage or to any other mortgage, deed of trust or security agreement or to any ground lease unless requested to do so by Assignee.

7. No Merger. Unless Assignee otherwise consents in writing, the fee and the leasehold estates, if any, in and to the Premises shall not merge but shall always remain separate and distinct, notwithstanding the union of such estates either in Assignor, Assignee, any Lessee or any third party by purchase or otherwise.

8. Defaults. The following shall constitute a Default hereunder:

(a) The failure of Assignor to perform its obligations hereunder and the continuance of such failure for a period of ten (10) days after written notice to Assignor in the case of a failure to make a payment of money, or the continuance of such failure for a period of thirty (30) days after written notice to Assignor in the case of other failures, or if such other failure is of such a nature that it cannot be reasonably corrected within such thirty (30) day period, it shall not constitute a Default hereunder until such failure continues for ninety (90) days if corrective action is instituted by Assignor within such thirty day period and diligently pursued thereafter;

(b) The material false or misleading nature of any representative or warranty contained herein; and

(c) The occurrence of a Default and the expiration of any applicable notice or grace periods under any of the other Loan Documents.

9. **Remedies.** Upon or at any time after the occurrence of Default hereunder, Assignee at its option shall have the complete right, power and authority hereunder then or thereafter to exercise and enforce any or all of the following rights and remedies:

(a) Without taking possession of the Premises, in Assignee's own name, to demand, collect, receive, sue for, attach and levy the Rents, give proper receipts, releases and acquittances therefor and after deducting all necessary and proper costs and expenses of operation and collection, as determined by Assignee, including without limitation reasonable attorneys' fees, apply the net proceeds thereof together with any funds of Assignor deposited with Assignee, in reduction or payment of any obligation secured by the Mortgage in such order of priority as Assignee may determine in its sole discretion;

(b) Exercise any or all of the rights and remedies contained in the Loan Documents;

(c) Without regard to the adequacy of the security or solvency of Assignor and whether or not waste has occurred, with or without any action or proceeding, through any person or by any agent, or by a receiver to be appointed by the court, and irrespective of Assignor's possession, then or thereafter enter upon, take possession of, manage and operate the Premises or any part thereof; make, modify, enforce, cancel or accept surrender of any Lease now in effect or hereinafter in effect on the Premises or any part thereof; remove and evict any Lessee; increase or decrease Rents under any Lease; decorate, clean and repair, and otherwise do any act or incur any cost or expense which Assignee may deem reasonably necessary to protect its interest hereunder, as fully and to the same extent as Assignor could do if in possession; and in such event to apply the Rents so collected as provided in Paragraph 10 below.

(d) Make or do any payments or acts which Assignor fails to make or do in such manner and to such extent as Assignee may deem necessary to protect the Premises or any Lease, including without limitation the right to appear in and defend any action or proceeding purporting to affect the Premises or any Lease or the rights or powers of Assignee and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor contained in any Lease and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees.

Any remedy provided herein may, if not exercised prior to foreclosure sale pursuant to the Mortgage, be exercised at any time during the period of redemption from foreclosure sale whether or not a Default exists.

10. **Application of Rents.** All Rents collected by or on behalf of Assignee each month shall be applied as follows:

(a) First, to payment of all reasonable fees of any receiver approved by the court;

(b) Second, to payment of all prior or current real estate taxes and special assessments with respect to the Premises;

(c) Third, to payment of all premiums then due for the insurance required by the provisions of the Mortgage;

(d) Fourth, to payment of expenses incurred for normal maintenance of the Premises in such order of priority as Assignee shall deem proper, including without limitation the payment of reasonable management, brokerage and attorneys' fees and disbursements and establishment and maintenance, without interest, of a reserve for replacement;

(e) Fifth:

(i) If received prior to any foreclosure sale of the Premises, then to Assignee for payment of the portion of the indebtedness secured by the Mortgage then due and payable, but no such payment made after acceleration of the indebtedness secured by the Mortgage shall affect such acceleration; and

(ii) If received during or with respect to the period of redemption after a foreclosure sale of the Premises then:

(1) If the purchaser at the foreclosure sale is not Assignee, first to Assignee to the extent of any deficiency of the sale proceeds to repay the indebtedness secured by the Mortgage, second to the purchaser as a credit to the redemption price, but if the Premises are not redeemed, then to the purchaser of the Premises;

(2) If the purchaser at the foreclosure sale is Assignee, to Assignee to the extent of any deficiency of the sale proceeds to repay the indebtedness secured by the Mortgage and the balance to be retained by Assignee as a credit to the redemption price, but if the Premises are not redeemed, then to Assignee, whether or not such deficiency exists.

The rights and powers of Assignee under this Assignment and the application of Rents under this Paragraph 10 shall continue until expiration of the redemption period from any foreclosure sale, whether or not any deficiency remains after a foreclosure sale.

11. Exculpation of Assignee. The acceptance by Assignee of this Assignment with all of the rights, powers, privileges and authority created hereby shall not, prior to entry upon and taking possession of the Premises by Assignee, be deemed or construed to constitute Assignee a "mortgagee in possession" nor thereafter or at any time or in any event obligate Assignee to appear in or defend any action or proceeding relating to the Leases, the Rents or the Property or to take any action hereunder or to expend any money or incur any expenses or perform or discharge any obligation, duty or liability under any Lease or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any Lessee and not assigned and delivered to Assignee, nor shall Assignee be liable in any way for any injury or damage to person or property sustained by any person or persons, firm or corporation in or about the Premises.

12. No Waiver or Election of Remedies

(a) Waiver. Neither the collection of the Rents and application as provided for in this Assignment nor the entry upon and taking possession of the Premises by Assignee shall be deemed to cure or waive any Default or waive, modify, or affect any notice of Default hereunder or under the Loan Documents or invalidate any act done pursuant to any such notice. The enforcement of any such right or remedy by Assignee once exercised shall continue for so long as Assignee shall elect notwithstanding that the collection and application of the Rents may have cured the original Default. If Assignee shall thereafter elect to discontinue the exercise of any such right or remedy, the same or any other right or remedy hereunder may be reasserted at any time and from time to time following any subsequent Default.

(b) Election of Remedies. The failure of Assignee to assert any of the terms, covenants and conditions of this Assignment for any period of time or at any time or times shall not be construed or deemed to be a waiver of any such right and nothing herein contained nor anything done or omitted to be done by Assignee pursuant to this Assignment shall be deemed to be an election of remedies or a waiver by Assignee of any of its rights and remedies under any of the other Loan Documents or under the law. The right of Assignee to collect and enforce the payment and performance of the obligations under the other Loan Documents may be exercised by Assignee either prior to or simultaneously with or subsequent to any action taken hereunder.

13. Assignor's Indemnities. Assignor hereby agrees to indemnify and defend Assignee and hold Assignee free and harmless from and against any and all liability, loss, cost, damage or expense which Assignee may incur under or by reason of this Assignment, or for any action taken by Assignee hereunder, or by reason or in defense of any and all claims and demands whatsoever which may be asserted against Assignee arising out of the Leases, including without limitation any claim by any Lessee of credit for Rents paid to and received by Assignor but not delivered to Assignee for any period under any Lease more than one month in advance of the due date thereof, except for any liability, cost, damage, or expense incurred as a result of Assignee's gross negligence or intentional misconduct. In the event Assignee incurs any such liability, loss, cost, damage or expense, the amount thereof including without limitation reasonable attorneys' fees, with interest thereon at the Default Rate provided in the Loan Documents, shall be payable by Assignor to Assignee immediately without demand and shall be secured by the Mortgage.

14. Continuation - Termination. Upon payment and discharge in full of the obligations secured by the Mortgage, as evidenced by a full release of record of the Mortgage, this Assignment shall become and be void and of no force or effect.

15. Demand Upon Lessees. Written demand by Assignee delivered to any Lessee for payment of Rents by reason of the occurrence of any Default claimed by Assignee shall be sufficient evidence of each such Lessee's obligation and authority to make all future payments of Rents to Assignee without the necessity for further consent by the Assignor. Assignor hereby indemnifies and agrees to hold each Lessee free and harmless from and against all liability, loss,

cost, damage or expense suffered or incurred by such Lessee by reason of its compliance with any demand for payment of Rents made by Assignee contemplated by the preceding sentence.

16. **Notices.** All notices or other communications required or permitted to be given pursuant to the provisions of this Assignment shall be in writing and shall be deemed to have been made or given when personally served, three (3) days after being placed in the United States mail, postage prepaid, registered or certified and properly addressed, or one (1) business day after prepaid deposit for overnight delivery with a nationally recognized courier service. Notice given in any other manner shall be effective only if and when received by the addressee. For purposes of notice, the addresses of the parties shall be:

Assignor: Gary Joint Venture
c/o The Richard E. Jacobs Group, Inc.
25425 Center Ridge Road
Cleveland, Ohio 44145-4122
Attention: President

With a required copy to: Its General Counsel
at the same address

And with a required copy to: JG Lakehurst Ltd.
c/o The Richard E. Jacobs Group, Inc.
25425 Center Ridge Road
Cleveland, Ohio 44145-4122
Attention: President

Assignee: Wells Fargo Bank
225 West Wacker Drive, Suite 2550
Chicago, Illinois 60606
Attention: Senior Loan Officer

With a required copy to: Wells Fargo Real Estate Group
420 Montgomery Street, Floor 6
San Francisco, California 94163
Attention: Chief Credit Officer

provided, however, that either party shall have the right to change its address for notice hereunder to any other location within the continental United States by the giving of thirty (30) days' notice to the other party in the manner set forth hereinabove.

17. **Parties Bound.** The terms, covenants, conditions and warranties contained herein and the powers granted hereby shall run with the land, shall inure to the benefit of and bind all parties hereto and their respective heirs, executors, administrators, legal representatives, successors and permitted assigns.

18. **Joint and Several Liability.** All obligations of each Assignor hereunder shall be joint and several.

19. **Modifications.** No provision hereof shall be modified or limited except by a written agreement expressly referring hereto and to the provision so modified or limited and signed by both Assignor and Assignee.

20. **Severability.** In case any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Assignment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

21. **Headings.** The headings contained in this Assignment are for reference purposes only and shall not in any way affect the meaning or interpretation hereof.

22. **Applicable Law.** This Assignment shall be construed according to the laws of the State of Illinois, except to the extent preempted by United States federal law.

23. **Time of Essence.** Time is of the essence of this Assignment and each provision hereof of which time is an element.

24. **Attorneys' Fees.** If Assignee finds it necessary to obtain the services of an attorney or to incur any other expenses to enforce any of its rights, hereunder, Assignor shall pay reasonable attorneys' fees and costs to Assignee in connection with such enforcement, whether or not a suit to enforce such rights is brought or, if brought, prosecuted to judgment.

25. **No Third Parties Benefited.** This Assignment is made for the sole protection and benefit of Assignee, its successors and assigns, and no other person or persons shall have any rights hereunder.

26. **Limited Recourse Against Assignor.** Subject to the exceptions and qualifications described below, the undersigned shall not be personally liable for the payment of the indebtedness evidenced by or created or arising under this Assignment and any judgment or decree in any action brought to enforce the obligation of the undersigned to pay such indebtedness shall be enforceable against the undersigned only to the extent of its interest in the property encumbered by the Mortgage and the other Loan Documents and any such judgment or decree shall not be subject to execution upon or be a lien upon the assets of the undersigned other than its interest in such property. The liability of "JG Lakehurst" under the "Second Lakehurst Mortgage" shall be subject to the limits on liability set forth in Section E.23 of the "Lakehurst Loan Agreement" (as such terms are defined in the Loan Agreement). The foregoing limitation of personal liability shall be subject to the following exceptions and qualifications:

(a) The undersigned shall be fully and personally liable for the following:

(i) Failure to pay taxes, assessments and any other charges which result in liens prior in right to the lien of the Mortgage or the other Loan Documents against any portion of the property covered by the Mortgage or the other Loan Documents (provided that liability and payment pursuant to this clause (i) shall be without prejudice to the right to contest such taxes, assessments and other charges);

(ii) Fraud, misrepresentation or waste;

(iii) Retention by the undersigned of any rental income or other income arising with respect to any property covered by the Mortgage or the other Loan Documents after any Default thereunder which, under the terms thereof, should have been paid to Assignee;

(iv) All insurance proceeds, condemnation awards or other similar funds or payments attributable to any property covered by the Mortgage or the other Loan Documents which, under the terms thereof, should have been paid to Assignee; and

(v) The removal, demolition, damage or destruction of any property covered by the Mortgage or the other Loan Documents unless such removal, demolition, damage or destruction is (A) consented to in writing by Assignee, (B) fully compensated for by insurance proceeds or condemnation award, or (C) promptly replaced with collateral in which Assignee has a first priority security interest and which has a value equal to or greater than the value of the property removed, demolished, damaged or destroyed.

(b) Nothing contained in this Paragraph 26 shall affect or limit the ability of Assignee to enforce any of its rights or remedies with respect to any property encumbered by the Mortgage and the other Loan Documents.

(c) Nothing contained in this Paragraph 26 shall affect or limit the rights of Agent to proceed against any person or entity, including the undersigned, "Guarantors" (as such term is defined in the Loan Agreement), JG Lakehurst (subject to Paragraph E.23 of the Lakehurst Loan Agreement, or "Guarantors" (as such term is defined in the Lakehurst Loan Agreement) with respect to the enforcement of any guarantees of payment, guarantees of performance and completion, mortgages or the other Loan Documents or other similar rights against the parties to such guarantees, mortgages and other Loan Documents.

(d) The limitations contained in this Paragraph 26 shall be void and completely ineffective in the event that the undersigned, "Guarantors" (as such term is defined in the Loan Agreement), JG Lakehurst or "Guarantors" (as such term is defined in the Lakehurst Loan Agreement) shall voluntarily file any petition or commence any case or proceeding under any provision or chapter of the Federal Bankruptcy Act, the Federal Bankruptcy Code, or any other federal or state law relating to insolvency, bankruptcy or reorganization, or the entry of any order of relief under the Federal Bankruptcy Code with respect to the undersigned, "Guarantors" (as such term is defined in the Loan Agreement), JG Lakehurst or "Guarantors" (as such term is defined in the Lakehurst Loan Agreement).

27. Trusts. The parties hereto agree in all circumstances (including, but not limited to, an action for breach of warranty) to look solely to the trust estate of any trust which is a partner of Assignor for redress in the event of any action or claim against such trust arising under this Assignment.

28. JURY TRIAL WAIVER. THE UNDERSIGNED HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (1) ARISING UNDER THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH, OR (2) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS AGREEMENT OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith, OR THE TRANSACTIONS RELATED HERETO OR THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND THE UNDERSIGNED HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE PARTIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

IN WITNESS WHEREOF, this Assignment has been duly executed under seal by the Assignor as of the date and year first above written.

GARY JOINT VENTURE, an Ohio
general partnership

By: Jacobs Realty Investors Limited Partnership, a
Delaware limited partnership, a general partner in Gary
Joint Venture

In turn by: JG Realty Investors Corp., an Ohio corporation, a
general partner in Jacobs Realty Investors Limited Partnership

By: 
Name: Martin J. Cleary
Title: President

Recording Requested by:
When Recorded Mail to:

Wells Fargo Bank, National Association

225 West Wacker Drive
Suite 2550
Chicago, Illinois 60606
Attention: Senior Loan Officer

STATE OF OHIO.)
) ss.
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public, in and for said County and State, personally appeared Martin J. Cleary, the President of JG Realty Investors Corp., an Ohio corporation and general partner in Jacobs Realty Investors Limited Partnership, a Delaware limited partnership and general partner in Gary Joint Venture, an Ohio general partnership, who acknowledged that he did sign the foregoing instrument on behalf of said corporation, and that the same is the free act and deed of said corporation, and his free act and deed individually and as such officer, for the uses and purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 30th day of Sept., 1997.


Notary Public

MARGARET H. SHAW
Notary Public - State of Ohio
Recorded in Lorain County
My Commission Expires May 22, 2000

**EXHIBIT A
LEGAL DESCRIPTION**

(attached hereto)

PARCEL 1: PART OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, 40.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET, 376.01 FEET; THENCE NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 904.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH 21 DEGREES 38 MINUTES 19 SECONDS WEST, 71.31 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS NORTH 58 DEGREES 57 MINUTES 55

SCHEDULE A CONTINUED

SECONDS WEST, 188.62 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 00 SECONDS WEST, 251.51 FEET; THENCE NORTH 43 DEGREES 20 MINUTES 00 SECONDS WEST, 334.48 FEET; THENCE NORTH 46 DEGREES 40 MINUTES 00 SECONDS EAST, 255.69 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS NORTH 26 DEGREES 43 MINUTES 53 SECONDS WEST, A CHORD DISTANCE OF 94.17 FEET; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST, 78.00 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS NORTH 4 DEGREES 42 MINUTES 06 SECONDS WEST, A CHORD DISTANCE OF 172.88 FEET; THENCE NORTH 9 DEGREES 35 MINUTES 46 SECONDS EAST, 177.00 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CHORD BEARS NORTH 35 DEGREES 24 MINUTES 14 SECONDS WEST, A CHORD DISTANCE OF 49.50 FEET; THENCE NORTH 80 DEGREES 24 MINUTES 14 SECONDS WEST, 103.84 FEET; THENCE ALONG THE ARC OF A 370 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 86 DEGREES 33 MINUTES 07 SECONDS WEST, A CHORD DISTANCE OF 79.25 FEET; THENCE SOUTH 87 DEGREES 18 MINUTES 00 SECONDS WEST, 225.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 80.00 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 00 SECONDS EAST, 225.00 FEET; THENCE ALONG THE ARC OF A 450 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS SOUTH 86 DEGREES 33 MINUTES 07 SECONDS EAST, A CHORD DISTANCE OF 96.39 FEET; THENCE SOUTH 80 DEGREES 24 MINUTES 14 SECONDS EAST, 103.84 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS NORTH 57 DEGREES 16 MINUTES 30 SECONDS EAST, A CHORD DISTANCE OF 47.13 FEET; THENCE ALONG THE ARC OF A 340 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, WHOSE CHORD BEARS NORTH 32 DEGREES 13 MINUTES 26 SECONDS EAST, A CHORD DISTANCE OF 201.90 FEET; THENCE ALONG THE ARC OF A 450 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS NORTH 39 DEGREES 44 MINUTES 54 SECONDS EAST, A CHORD DISTANCE OF 152.39 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, 185.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, 552.88 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 30 MINUTES 23 SECONDS EAST, A CHORD DISTANCE OF 3.03 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES 47 SECONDS EAST, 29.84 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A 300.68 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS SOUTH 19 DEGREES 45 MINUTES 47 SECONDS EAST, A CHORD DISTANCE OF 189.82 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE WEST, WHOSE CHORD BEARS SOUTH 4 DEGREES 04 MINUTES 54 SECONDS EAST, A CHORD DISTANCE OF 39.23 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 154.98 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 416.47 FEET; THENCE NORTH 72 DEGREES 08 MINUTES 00 SECONDS EAST, 292.00 FEET; THENCE SOUTH 62

SCHEDULE A CONTINUED

DEGREES 52 MINUTES 00 SECONDS EAST, 105.36 FEET; THENCE NORTH 72
DEGREES 08 MINUTES 00 SECONDS EAST, 355.70 FEET; THENCE NORTH 17
DEGREES 52 MINUTES 00 SECONDS WEST, 95.71 FEET; THENCE NORTH 72
DEGREES 08 MINUTES 00 SECONDS EAST, 222.80 FEET; THENCE NORTH 17
DEGREES 52 MINUTES 00 SECONDS WEST, 312.59 FEET; THENCE SOUTH 88
DEGREES 38 MINUTES 13 SECONDS WEST, 179.55 FEET; THENCE NORTH 1
DEGREE 21 MINUTES 47 SECONDS WEST, 48.50 FEET; THENCE NORTH 88
DEGREES 38 MINUTES 13 SECONDS EAST, 105.80 FEET; THENCE ALONG THE ARC
OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS
NORTH 43 DEGREES 38 MINUTES 13 SECONDS EAST, A CHORD DISTANCE OF 49.50
FEET; THENCE NORTH 1 DEGREE 21 MINUTES 47 SECONDS WEST, 78.93 FEET;
THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 100.00 FEET;
THENCE NORTH 1 DEGREE 21 MINUTES 47 SECONDS WEST, 30.00 FEET TO THE
SOUTH RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE NORTH 88 DEGREES
38 MINUTES 13 SECONDS EAST, 180.00 FEET ALONG THE SOUTHERLY
RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE SOUTH 1 DEGREE 21
MINUTES 47 SECONDS EAST, 108.93 FEET; THENCE ALONG THE ARC OF A 35
FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS SOUTH
46 DEGREES 21 MINUTES 47 SECONDS EAST, A CHORD DISTANCE OF 49.50 FEET;
THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 196.21 FEET;
THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 392.71 FEET;
THENCE SOUTH 72 DEGREES 08 MINUTES 00 SECONDS WEST, 254.00 FEET;
THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 666.70 FEET;
THENCE NORTH 72 DEGREES 08 MINUTES 00 SECONDS EAST, 736.50 FEET;
THENCE ALONG THE ARC OF A 712 FOOT RADIUS CURVE, CONCAVE TO THE WEST,
WHOSE CHORD BEARS NORTH 6 DEGREES 49 MINUTES 08 SECONDS WEST, A CHORD
DISTANCE OF 322.07 FEET; THENCE NORTH 87 DEGREES 14 MINUTES 16
SECONDS EAST, 83.44 FEET; THENCE DUE SOUTH 353.91 FEET; THENCE SOUTH
9 DEGREES 47 MINUTES 44 SECONDS WEST, 174.01 FEET; THENCE SOUTH 68
DEGREES 21 MINUTES 41 SECONDS WEST, 700.00 FEET; THENCE SOUTH 21
DEGREES 38 MINUTES 19 SECONDS EAST, 210.00 FEET; THENCE SOUTH 68
DEGREES 21 MINUTES 41 SECONDS WEST, 130.00 FEET; THENCE NORTH 21
DEGREES 38 MINUTES 19 SECONDS WEST, 210.00 FEET; THENCE SOUTH 68
DEGREES 21 MINUTES 41 SECONDS WEST, 48.58 FEET; THENCE NORTH 17
DEGREES 52 MINUTES 00 SECONDS WEST, 479.41 FEET; THENCE SOUTH 72
DEGREES 08 MINUTES 00 SECONDS WEST, 73.73 FEET; THENCE NORTH 17
DEGREES 52 MINUTES 00 SECONDS WEST, 120.00 FEET; THENCE SOUTH 72
DEGREES 08 MINUTES 00 SECONDS WEST, 270.00 FEET; THENCE SOUTH 17
DEGREES 52 MINUTES 00 SECONDS EAST, 116.00 FEET; THENCE SOUTH 72
DEGREES 08 MINUTES 00 SECONDS WEST, 87.86 FEET; THENCE SOUTH 20
DEGREES 19 MINUTES 09 SECONDS WEST, 100.51 FEET; THENCE SOUTH 72
DEGREES 08 MINUTES 00 SECONDS WEST, 451.23 FEET; THENCE SOUTH 17
DEGREES 52 MINUTES 00 SECONDS EAST, 466.71 FEET; THENCE SOUTH 68
DEGREES 21 MINUTES 41 SECONDS WEST, 183.84 FEET TO THE POINT OF
BEGINNING.

SCHEDULE A CONTINUED

ALSO COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 2402.02 FEET ALONG THE WEST LINE OF SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 28 SECONDS EAST, 330.00 FEET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 200.93 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 11 MINUTES 44 SECONDS EAST, A CHORD DISTANCE OF 510.01 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH WHOSE CHORD BEARS NORTH 88 DEGREES 28 MINUTES 52 SECONDS EAST, A CHORD DISTANCE OF 24.63 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH WHOSE CHORD BEARS NORTH 88 DEGREES 30 MINUTES 23 SECONDS EAST, A CHORD DISTANCE OF 3.03 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 32 MINUTES 52 SECONDS EAST, A CHORD DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING, BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 36 MINUTES 33 SECONDS EAST, A CHORD DISTANCE OF 50.24 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 49.76 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES 47 SECONDS EAST, 30.00 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 100.00 FEET; THENCE NORTH 1 DEGREE 21 MINUTES 47 SECONDS WEST, 29.98 FEET TO THE POINT OF BEGINNING.

PARCEL 2: PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 361.86 FEET ALONG THE WEST LINE OF SECTION 23; THENCE NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 1,425.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 700.00 FEET; THENCE SOUTH 21 DEGREES 38 MINUTES 19 SECONDS EAST, 210.00 FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 41 SECONDS WEST, 700.00 FEET; THENCE NORTH 21 DEGREES 38 MINUTES 19 SECONDS WEST, 210.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3: PART OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 361.86 FEET ALONG THE WEST LINE OF

SCHEDULE A CONTINUED

SECTION 23; THENCE NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 2,255.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 670.00 FEET; THENCE SOUTH 21 DEGREES 38 MINUTES 19 SECONDS EAST, 210.00 FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 41 SECONDS WEST, 670.00 FEET; THENCE NORTH 21 DEGREES 38 MINUTES 19 SECONDS WEST, 210.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4: PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, 40.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET, 376.01 FEET; THENCE NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 904.18 FEET; THENCE NORTH 21 DEGREES 38 MINUTES 19 SECONDS WEST, 71.31 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS NORTH 58 DEGREES 57 MINUTES 55 SECONDS WEST, A CHORD DISTANCE OF 188.62 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 00 SECONDS WEST, 251.51 FEET; THENCE NORTH 43 DEGREES 20 MINUTES 00 SECONDS WEST, 334.48 FEET TO THE PLACE OF BEGINNING; THENCE NORTH 46 DEGREES 40 MINUTES 00 SECONDS EAST, 255.69 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS NORTH 26 DEGREES 43 MINUTES 53 SECONDS WEST, A CHORD DISTANCE OF 94.17 FEET; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST, 78.00 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS NORTH 11 DEGREES 32 MINUTES 20 SECONDS WEST, A CHORD DISTANCE OF 90.90 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 00 SECONDS WEST, 362.64 FEET; THENCE SOUTH 43 DEGREES 20 MINUTES 00 SECONDS EAST, 238.58 FEET TO THE PLACE OF BEGINNING.

PARCEL 5: PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE THE SECOND PRINCIPAL MERIDIAN, IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 2,402.02 FEET ALONG THE WEST LINE OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 28 SECONDS EAST, 330.00 FEET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 200.93 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 11 MINUTES 44 SECONDS EAST, A CHORD DISTANCE OF 510.01 FEET; THENCE CONTINUING ALONG SAID RIGHT OF WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH WHOSE CHORD BEARS NORTH 88

SCHEDULE A CONTINUED

DEGREES 28 MINUTES 52 SECONDS EAST, A CHORD DISTANCE OF 24.63 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG AN ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 30 MINUTES 23 SECONDS EAST, A CHORD DISTANCE OF 3.03 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 32 MINUTES 52 SECONDS EAST, A CHORD DISTANCE OF 80.00 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 36 MINUTES 33 SECONDS EAST, A CHORD DISTANCE OF 50.24 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 49.76 FEET TO THE POINT OF BEGINNING, BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE SOUTH 1 DEGREE 21 MINUTES 47 SECONDS EAST, 30.00 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 100.00 FEET; THENCE ALONG THE ARC OF A 220.68 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS SOUTH 18 DEGREES 34 MINUTES 00 SECONDS EAST, A CHORD DISTANCE OF 130.54 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, WHOSE CHORD BEARS SOUTH 75 DEGREES 53 MINUTES 48 SECONDS EAST, A CHORD DISTANCE OF 45.11 FEET; THENCE ALONG THE ARC OF A 250 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 76 DEGREES 18 MINUTES 24 SECONDS EAST, A CHORD DISTANCE OF 106.77 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 570.53 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST WHOSE CHORD BEARS NORTH 43 DEGREES 38 MINUTES 13 SECONDS EAST, A CHORD DISTANCE OF 49.50 FEET; THENCE NORTH 1 DEGREE 21 MINUTES 47 SECONDS WEST, 78.93 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 100.00 FEET; THENCE NORTH 1 DEGREE 21 MINUTES 47 SECONDS WEST, 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 591.93 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30 TO THE POINT OF BEGINNING.

PARCEL 6: PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 2,402.02 FEET ALONG THE WEST LINE OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 28 SECONDS EAST 330.00 FEET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 200.93 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 11 MINUTES 44 SECONDS EAST, A CHORD DISTANCE OF 510.01 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 28 MINUTES 52 SECONDS EAST, A CHORD DISTANCE OF 24.63 FEET; THENCE

SCHEDULE A CONTINUED

CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG AN ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 30 MINUTES 23 SECONDS EAST, A CHORD DISTANCE OF 3.03 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 32 MINUTES 52 SECONDS EAST, A CHORD DISTANCE OF 80.00 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 36 MINUTES 33 SECONDS EAST, A CHORD DISTANCE OF 50.24 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 821.69 FEET TO THE POINT OF BEGINNING BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE SOUTH 1 DEGREE 21 MINUTES 47 SECONDS EAST, 108.93 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS SOUTH 46 DEGREES 21 MINUTES 47 SECONDS EAST, A CHORD DISTANCE OF 49.50 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 573.00 FEET; THENCE ALONG THE ARC OF A 400 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS SOUTH 82 DEGREES 56 MINUTES 47 SECONDS EAST, A CHORD DISTANCE OF 117.10 FEET; THENCE ALONG THE ARC OF A 35.0 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS NORTH 62 DEGREES 43 MINUTES 12 SECONDS EAST, A CHORD DISTANCE OF 47.52 FEET; THENCE ALONG THE ARC OF A 385.68 FOOT RADIUS CURVE, CONCAVE TO THE WEST, WHOSE CHORD BEARS NORTH 9 DEGREES 18 MINUTES 10 SECONDS EAST, A CHORD DISTANCE OF 142.77 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 793.00 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30 TO THE POINT OF BEGINNING.

PARCEL 7: PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 2,402.02 FEET ALONG THE WEST LINE OF SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 28 SECONDS EAST, 330.00 FEET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 200.93 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 11 MINUTES 44 SECONDS EAST, A CHORD DISTANCE OF 510.01 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH WHOSE CHORD BEARS NORTH 88 DEGREES 28 MINUTES 52 SECONDS EAST, A CHORD DISTANCE OF 24.63 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG AN ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 30 MINUTES 23 SECONDS EAST, A CHORD DISTANCE OF 3.03

SCHEDULE A CONTINUED

FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 32 MINUTES 52 SECONDS EAST, A CHORD DISTANCE OF 80.00 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 36 MINUTES 33 SECONDS EAST, A CHORD DISTANCE OF 50.24 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 1,694.69 FEET TO THE PLACE OF BEGINNING—BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 160.00 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE SOUTH 1 DEGREE 21 MINUTES 47 SECONDS EAST, 296.44 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 87.90 FEET; THENCE NORTH 54 DEGREES 36 MINUTES 32 SECONDS WEST, 122.00 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS NORTH 16 DEGREES 30 MINUTES 01 SECOND WEST, A CHORD DISTANCE OF 43.20 FEET; THENCE ALONG THE ARC OF A 465.68 FOOT RADIUS CURVE, CONCAVE TO THE WEST, WHOSE CHORD BEARS NORTH 10 DEGREES 07 MINUTES 22 SECONDS EAST, A CHORD DISTANCE OF 185.45 FEET TO THE PLACE OF BEGINNING.

PARCEL 8: PART OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 02 DEGREES 42 MINUTES 00 SECONDS WEST, 361.86 FEET ALONG THE WESTERLY LINE OF SECTION 23; THENCE NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 2,955.90 FEET; THENCE NORTH 09 DEGREES 47 MINUTES 44 SECONDS EAST, 174.01 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 275.87 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 219.13 FEET; THENCE NORTH 17 DEGREES 52 MINUTES 00 SECONDS WEST, 245.70 FEET; THENCE NORTH 54 DEGREES 36 MINUTES 33 SECONDS WEST, 44.97 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 87.90 FEET; THENCE NORTH 01 DEGREES 21 MINUTES 47 SECONDS WEST, 296.44 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30, 130.00 FEET; THENCE SOUTH 01 DEGREE 21 MINUTES 47 SECONDS EAST, 53.02 FEET; THENCE SOUTH 61 DEGREES 21 MINUTES 47 SECONDS EAST, 98.97 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 255.33 FEET TO THE EASTERLY LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23; THENCE SOUTH 02 DEGREES 45 MINUTES 44 SECONDS EAST ALONG THE EASTERLY LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, 675.70 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 474.83 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

SCHEDULE A CONTINUED

PARCEL 9: PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, 3,323.36 FEET ALONG THE SOUTH LINE OF SECTION 23; THENCE NORTH 2 DEGREES 45 MINUTES 44 SECONDS WEST, 2,554.45 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23 TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE CHESAPEAKE & OHIO RAILROAD AND THE POINT OF BEGINNING; THENCE NORTH 62 DEGREES 41 MINUTES 15 SECONDS WEST, 30.34 FEET ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE CHESAPEAKE & OHIO RAILROAD TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 312.27 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE #30; THENCE SOUTH 01 DEGREE 21 MINUTES 47 SECONDS EAST, 53.02 FEET; THENCE SOUTH 61 DEGREES 21 MINUTES 47 SECONDS EAST, 98.97 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 255.33 FEET TO THE EASTERLY LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23; THENCE NORTH 02 DEGREES 45 MINUTES 44 SECONDS WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, 87.97 FEET TO THE POINT OF BEGINNING.

PARCEL 10: PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 361.86 FEET ALONG THE WEST LINE OF SECTION 23; THENCE NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 513.42 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CHORD BEARS NORTH 66 DEGREES 43 MINUTES 26 SECONDS WEST, A CHORD DISTANCE OF 148.83 FEET; THENCE ALONG THE ARC OF A 200 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS NORTH 51 DEGREES 45 MINUTES 00 SECONDS WEST, A CHORD DISTANCE OF 183.15 FEET; THENCE NORTH 24 DEGREES 30 MINUTES 00 SECONDS WEST, 110.44 FEET; THENCE NORTH 46 DEGREES 40 MINUTES 00 SECONDS EAST, 176.65 FEET; THENCE SOUTH 43 DEGREES 20 MINUTES 00 SECONDS EAST, 334.48 FEET; THENCE NORTH 46 DEGREES 40 MINUTES 00 SECONDS EAST, 251.51 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS SOUTH 58 DEGREES 57 MINUTES 55 SECONDS EAST, A CHORD DISTANCE OF 188.62 FEET; THENCE SOUTH 21 DEGREES 38 MINUTES 19 SECONDS EAST, 71.31 FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 41 SECONDS WEST, 433.05 FEET TO THE POINT OF BEGINNING.

SCHEDULE A CONTINUED

PARCEL 11: EXCLUDED.

PARCEL 12: PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, 40.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET; THENCE ALONG SAID RIGHT-OF-WAY OF MISSISSIPPI STREET, NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 1,050.72 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 448.35 FEET; THENCE NORTH 44 DEGREES 10 MINUTES 00 SECONDS EAST, 260.33 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 00 SECONDS EAST, 35.02 FEET; THENCE ALONG THE ARC OF A 370 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS SOUTH 86 DEGREES 33 MINUTES 07 SECONDS EAST, A CHORD DISTANCE OF 79.25 FEET; THENCE SOUTH 80 DEGREES 24 MINUTES 14 SECONDS EAST, 103.84 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CHORD BEARS SOUTH 35 DEGREES 24 MINUTES 14 SECONDS EAST, A CHORD DISTANCE OF 49.50 FEET; THENCE SOUTH 9 DEGREES 35 MINUTES 46 SECONDS WEST, 177.00 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS SOUTH 2 DEGREES 45 MINUTES 34 SECONDS WEST, A CHORD DISTANCE OF 83.33 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 00 SECONDS WEST, 457.91 FEET; THENCE SOUTH 87 DEGREES 18 MINUTES 00 SECONDS WEST, 38.88 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET AND THE POINT OF BEGINNING.

PARCEL 13: PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, 40.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET, 1,757.06 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 00 SECONDS EAST, 225.00 FEET; THENCE ALONG THE ARC OF A 450 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS SOUTH 86 DEGREES 33 MINUTES 07 SECONDS EAST, A CHORD DISTANCE OF 96.39 FEET; THENCE SOUTH 80 DEGREES 24 MINUTES 14 SECONDS EAST, 41.83 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG THE ARC OF A 235.52 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS NORTH 20 DEGREES 15 MINUTES 39 SECONDS EAST, A CHORD DISTANCE OF 349.78 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, 167.50 FEET; THENCE ALONG THE ARC OF A 450 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS SOUTH 44 DEGREES 13 MINUTES 15

SCHEDULE A CONTINUED

SECONDS WEST, A CHORD DISTANCE OF 82.74 FEET; THENCE ALONG THE ARC OF A 340 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, WHOSE CHORD BEARS SOUTH 32 DEGREES 13 MINUTES 26 SECONDS WEST, A CHORD DISTANCE OF 201.90 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS SOUTH 57 DEGREES 16 MINUTES 30 SECONDS WEST, A CHORD DISTANCE OF 47.13 FEET; THENCE NORTH 80 DEGREES 24 MINUTES 14 SECONDS WEST, 62.01 FEET TO THE POINT OF BEGINNING.

PARCEL 14: EXCLUDED.

PARCEL 15: PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 02 DEGREES 42 MINUTES 00 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET 1,935.70 FEET; THENCE NORTH 06 DEGREES 45 MINUTES 44 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET, A DISTANCE OF 13.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 06 DEGREES 45 MINUTES 44 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET A DISTANCE OF 77.98 FEET TO A POINT; THENCE NORTH 02 DEGREES 42 MINUTES 00 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF MISSISSIPPI STREET PARALLEL WITH THE WEST LINE OF SECTION 23, A DISTANCE OF 115.65 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY NORTH 44 DEGREES 39 MINUTES 48 SECONDS EAST, 25.61 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 13 SECONDS EAST, A DISTANCE OF 211.59 FEET TO A POINT OF CURVE; THENCE, ALONG A 500.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CHORD BEARS SOUTH 75 DEGREES 58 MINUTES 23 SECONDS EAST, A DISTANCE OF 275.19 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 20.00 FEET TO A POINT OF CURVE; THENCE ALONG A 235.52 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, WHOSE CHORD BEARS SOUTH 46 DEGREES 13 MINUTES 11 SECONDS WEST, A DISTANCE OF 176.39 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 13 SECONDS WEST, 363.05 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL 16: (KOHL'S PARCEL), PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS:

SCHEDULE A CONTINUED

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, 40.0 FEET TO THE EAST RIGHT-OF-WAY LINE OF MISSISSIPPI STREET; THENCE, NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 1935.70 FEET TO A POINT; THENCE NORTH 06 DEGREES 45 MINUTES 44 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF MISSISSIPPI STREET, A DISTANCE OF 91.24 FEET; THENCE NORTH 02 DEGREES 42 MINUTES 00 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF MISSISSIPPI STREET PARALLEL WITH SAID WEST LINE OF SECTION 23, A DISTANCE OF 115.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 02 DEGREES 42 MINUTES 00 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF MISSISSIPPI STREET PARALLEL WITH WEST LINE OF SECTION 23, A DISTANCE OF 369.35 FEET; THENCE NORTH 10 DEGREES 46 MINUTES 07 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF MISSISSIPPI STREET, A DISTANCE OF 72.53 FEET; THENCE NORTH 65 DEGREES 48 MINUTES 32 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF MISSISSIPPI STREET, A DISTANCE OF 53.76 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE 30 (LINCOLN HIGHWAY); THENCE EASTERLY 742.70 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID U. S. ROUTE 30, BEING A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 05 MINUTES 59 SECONDS EAST, A DISTANCE OF 742.70 FEET; THENCE, SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 552.88 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 185.00 FEET TO A POINT OF CURVE; THENCE 70.28 FEET ALONG A 450.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS SOUTH 34 DEGREES 28 MINUTES 27 SECONDS WEST, A DISTANCE OF 70.21 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 167.50 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE 278.79 FEET ALONG A 500.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 75 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 275.19 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 13 SECONDS WEST, A DISTANCE OF 211.59 FEET; THENCE SOUTH 44 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 25.61 FEET TO THE EAST RIGHT-OF-WAY LINE OF MISSISSIPPI STREET AND THE POINT OF BEGINNING.

PARCEL 17: THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS AND RELATED REAL ESTATE RIGHTS FOR INGRESS, EGRESS, PEDESTRIAN AND VEHICULAR ACCESS, SUPPORT, ENCROACHMENTS, PARKING, UTILITY AND OTHER PURPOSES CREATED AND GRANTED AS AN APPURTENANCE TO PARCELS HEREINABOVE DESCRIBED PURSUANT TO THE FOLLOWING DOCUMENT (HEREINAFTER COLLECTIVELY CALLED "OPERATING AGREEMENTS"):

SCHEDULE A CONTINUED

1. EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF THE 27TH DAY OF JUNE, 1972 BY AND BETWEEN GARY JOINT VENTURE, J. C. PENNEY COMPANY, INC., AND SEARS, ROEBUCK AND CO. AND RECORDED NOVEMBER 8, 1972, AS DOCUMENT NO. 174993, IN THE LAKE COUNTY RECORDS, VOLUME 1316 AT PAGE 578 WITH THE RECORDER OF DEEDS, COUNTY OF LAKE, INDIANA.

-- 2. SUPPLEMENT TO SAID EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF THE 27TH DAY OF JUNE, 1972 BY AND AMONG LIKE PARTIES, WHICH AGREEMENT IS NOT RECORDED, BUT INCORPORATED IN THE SAID EASEMENT, RESTRICTION AND OPERATING AGREEMENT FOR ALL PURPOSES.

2 1/2. A TRANSFER OF INTEREST FROM J. C. PENNEY COMPANY TO CARSON PIRIE SCOTT AND COMPANY, A DELAWARE CORPORATION, WAS RECORDED NOVEMBER 8, 1972, AS DOCUMENT NO. 174995, IN LAKE COUNTY RECORDS.

3. A FIRST AMENDMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF THE 16TH DAY OF APRIL, 1973 AND RECORDED AS DOCUMENT NO. 208331 IN LAKE COUNTY RECORDS.

4. DECLARATION BY GARY JOINT VENTURE DATED THE 7TH DAY OF JUNE, 1973 AND FILED AS DOCUMENT NO. 208332 IN THE LAKE COUNTY RECORDS.

5. DEED OF DECLARATION DATED JUNE 15, 1973, EXECUTED BY GARY JOINT VENTURE AND FILED AS DOCUMENT NO. 208333 IN THE LAKE COUNTY RECORDS.

6. SECOND AMENDMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT, DATED AS OF DECEMBER 10, 1974 AND RECORDED AS DOCUMENT NO. 289791 IN THE LAKE COUNTY RECORDS.

7. AMENDMENT TO DEED OF DECLARATION, DATED AS OF DECEMBER 19, 1974, EXECUTED BY GARY JOINT VENTURE AND FILED AS DOCUMENT NO. 289795 IN THE LAKE COUNTY RECORDS.

7 1/2. DECLARATION DATED DECEMBER 10, 1974, MADE BY AND BETWEEN GARY JOINT VENTURE, A PARTNERSHIP, SEARS, ROEBUCK AND CO., A NEW YORK CORPORATION, AND J. C. PENNEY COMPANY, INC., A DELAWARE CORPORATION, AND FILED FOR RECORD AS DOCUMENT NO. 289797.

8. DECLARATION BY GARY JOINT VENTURE DATED AS OF JUNE 1, 1977 FILED AS DOCUMENT NO. 423317 IN THE LAKE COUNTY RECORDS.

9. SECOND AMENDMENT TO DEED OF DECLARATION DATED AS OF JUNE 1, 1977, EXECUTED BY GARY JOINT VENTURE AND FILED FOR RECORD AS DOCUMENT NO. 423318 IN LAKE COUNTY RECORDS.

10. EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF JUNE

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1-608

UNIT 165022 970922
ALTA LOAN FORM

* 1831

5 04-93-735

SCHEDULE A CONTINUED

1, 1977, BY AND BETWEEN GARY JOINT VENTURE AND ADCOR REALTY CORPORATION AND FILED FOR RECORD AS DOCUMENT NO. 423320 IN THE LAKE COUNTY RECORDS.

11. SUPPLEMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF JUNE 1, 1977, BY AND BETWEEN LIKE PARTIES, WHICH AGREEMENT IS NOT RECORDED, BUT IS INCORPORATED IN SAID EASEMENT, RESTRICTION AND OPERATING AGREEMENT FOR ALL PURPOSES.

12. THIRD AMENDMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF JUNE 1, 1977, BY AND AMONG GARY JOINT VENTURE, ADCOR REALTY CORPORATION, J. C. PENNEY COMPANY, INC., SEARS, ROEBUCK AND CO., AND I-65-US 30 CORP FILED AS DOCUMENT NO. 423321 IN LAKE COUNTY RECORDS.

13. THIRD AMENDMENT TO DEED OF DECLARATION BY GARY JOINT VENTURE DATED AS OF JUNE 24, 1991, FILED AS DOCUMENT NO. 91032353, IN THE LAKE COUNTY RECORDS.

14. DECLARATION OF DRAINAGE EASEMENTS BY GARY JOINT VENTURE DATED AS OF JUNE 24, 1991, FILED AS DOCUMENT NO. 91031994, IN THE LAKE COUNTY RECORDS.

SCHEDULE B

EXHIBIT B

PERMITTED ENCUMBRANCES

Items 1-46 on that certain Chicago Title Insurance Company Pro Forma Title Policy numbered as Policy Number 0493735 (Southlake First Mortgage Loan Policy).

EXHIBIT C

QUALIFIED LEASES

The minimum base rent for each unit of the Premises shall be no less than the amount set forth in a separate written instrument signed by the Assignor and Assignee, as amended from time to time.

The Lease shall be a bona fide agreement with an unaffiliated third party. The Lease shall have a term of not less than five years. The Lease shall contain no co-tenancy requirement (except for any such requirement which may affect hours of operation for evenings, Sundays or holidays). The Lease shall not permit the Lessee to cease business operations with the public (except as provided in the form lease for the Premises approved by Assignee).