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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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MORRIS W. CARTER

**ASSIGNMENT OF LESSOR'S INTEREST
IN LEASE(S)**

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Chicago Title Insurance Company

THIS ASSIGNMENT, made this 23rd day of December, 1997, by GARY JOINT VENTURE (hereinafter called "Assignor"), a duly constituted and subsisting general partnership organized and existing under and pursuant to the laws of the State of Ohio, with offices at 25425 Center Ridge Road, Cleveland, Ohio 44145, (hereinafter called "Assignor") in favor of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, a corporation organized and existing under and by virtue of the laws of the State of New York, having its principal office at 730 Third Avenue, New York, New York 10017 (hereinafter called "Assignee"),

WITNESSETH:

FOR VALUE RECEIVED, Assignor does hereby SELL, ASSIGN, TRANSFER, SET OVER and DELIVER unto the Assignee, the lease(s) more particularly identified in the Schedule of Leases attached hereto as EXHIBIT "A" which said lease(s) cover(s) portions of the premises together with buildings and improvements thereon, as further described on EXHIBIT "B" attached hereto and incorporated herein by reference (hereinafter called "said premises"), situate in the County of Lake, State of Indiana, and more particularly described in the Mortgage and Security Agreement hereinafter identified, ** unrecorded*

TOGETHER with any and all extensions and renewals thereof and any and all further leases (including subleases thereof, tenancies following attornment and oil and gas leases) upon all or any part of the said premises (all such leases, subleases and tenancies heretofore mentioned are hereinafter collectively included in the designation "said lease(s)"),

TOGETHER with any and all guarantees of lessee's performance under any of said lease(s), and

TOGETHER with 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 (including the period of redemption, if any) become entitled or may demand or claim, arising or issuing from or out of the said lease(s) or from or out of the said premises or any part thereof, including but not by way of limitation: minimum rents,

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additional rents, percentage rents, parking maintenance, 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, the premium payable by any lessee upon the exercise of a cancellation privilege originally provided in any said lease, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by destruction or damage to the said premises together with any and all rights and claims of any kind which Assignor may have against any lessee under such lease(s) or any sub-tenants or occupants of the said premises (all such moneys, rights and claims in this paragraph described being hereinafter called "rents"), EXCEPTING THEREFROM, any sums which by the express provisions of any said lease are payable directly to any governmental authority or to any other person, firm or corporation other than the lessor under the said lease;

SUBJECT, however, to a license hereby granted by Assignee to Assignor, but limited as hereinafter provided, to collect and receive all of the said rents.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, or for such shorter period as hereinafter may be indicated.

FOR THE PURPOSE OF SECURING the payment of the indebtedness evidenced by that certain Indiana Mortgage Note dated of even date herewith in the principal sum of NINETY-SEVEN MILLION AND 00/100THS DOLLARS (\$97,000,000.00) made by Assignor payable to the order of Assignee and presently held by Assignee, including any extensions and renewals thereof and any supplemental note or notes increasing such indebtedness as well as the payment, observance, performance and discharge of all other obligations, covenants, conditions and warranties contained in the Mortgage and Security Agreement to be recorded in the Official Records of Lake County, Indiana immediately prior in time to the recording hereof, and in any extensions, supplements and consolidations thereof (hereinafter called the "Mortgage"), covering the said premises which are described in EXHIBIT B hereto and securing the said Indiana Mortgage Note and supplemental notes, if any (hereinafter called the "Note").

TO PROTECT THE SECURITY OF THIS ASSIGNMENT, IT IS COVENANTED AND AGREED AS FOLLOWS:

1. That Assignor represents and warrants: That Assignor is the owner in fee simple absolute of the said premises and has good title to the identified lease(s) and rents hereby assigned and good right to assign the same, and that no other person, firm or corporation has any right, title or interest therein; that, except as otherwise noted in that certain recertification of rent roll delivered by Assignor to Assignee contemporaneously with the execution of this Assignment, Assignor has duly and punctually performed all and singular the terms, covenants, conditions and

warranties of the identified lease(s) on Assignor's part to be kept, observed and performed; that the identified lease(s) is (are) valid and unmodified except as indicated herein and in full force and effect; that Assignor has not previously sold, assigned, transferred, mortgaged or pledged the said rents, from said premises, whether now due or hereafter to become due except to Assignee; that any of said rents due and issuing from said premises or from any part thereof for any period more than one month subsequent to the date hereof have not been collected and that payment of any of same has not otherwise been anticipated, waived, released, discounted, set-off, or otherwise discharged or compromised; that Assignor has not received any funds or deposits from any lessee for which credit has not already been made on account of accrued rents; that Assignor has not received, prior to the date of recording of the Mortgage, any bona fide and acceptable offer to purchase the said premises or any part thereof which would in any way affect any right or option of first refusal to purchase same now contained in the identified lease(s); and that the lessee(s) under the identified lease(s) is (are) not in default of any of the terms thereof except as may be disclosed to Assignee by a certain Affidavit Re: Existing Leases delivered by Assignor contemporaneously with the execution of this Assignment.

2. That Assignor covenants and agrees as follows: To observe, perform and discharge, duly and punctually, all and singular the obligations, terms, covenants, conditions and warranties of the Note and Mortgage, of the identified lease(s) and of all future leases affecting the said premises, on the part of the Assignor to be kept, observed and performed, and to give prompt notice to Assignee of any failure on part of Assignor to observe, perform and discharge same; to notify and direct in writing each and every present or future lessee or occupant of the said 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; to enforce or secure in the name of the Assignee the performance of each and every obligation, term, covenant, condition and agreement in said lease(s) by any lessee to be performed; to appear in and defend any action or proceeding arising under, occurring out of, or in any manner connected with the said lease(s) or the obligations, duties, or liabilities of the Assignor and any lessee thereunder, and, upon request by Assignee, will do so in the name and behalf of the Assignee but at the expense of the Assignor, and to pay all costs and expenses of the Assignee, including attorney's fees in a reasonable sum in any action or proceeding in which the Assignee may appear.

3. That Assignor further covenants and agrees as follows: Not to receive or collect any rents from any present or future lessee of said premises or any part thereof for a period of more than one month in advance, (whether in cash or by promissory note), nor pledge, transfer, mortgage or otherwise encumber or assign future payments of said rents; not to waive, excuse, condone, discount, set-off, compromise, or in any manner release or discharge any lessee thereunder, of and from any obligations, covenants, conditions and agreements by said lessee to be kept, observed and performed, including the obligation to pay the rents thereunder, in the

manner and at the place and time specified therein; not to cancel, terminate or consent to any surrender of any said lease (unless a new lease is executed for such space on a form approved by Assignee for equal or greater rental and for a term as long as or longer than those of the terminated lease), or commence an action of ejectment or any summary proceedings for dispossession of the lessee under any said lease, or exercise any right of recapture provided in any said lease, nor modify, or in any way alter the terms thereof; not to lease any part of the said premises, nor renew or extend the term of any lease of said premises unless an option therefor was originally so reserved by lessee in said lease and for a fixed and definite rental; not to relocate any said lessee within said premises, nor consent to any modification of the express purposes for which the premises have been leased, nor consent to any subletting of said premises or any part thereof, or to any assignment of said lease(s) by any lessee thereunder or to any assignment or further subletting of any sublease, without, in each such instance enumerated in this paragraph, the prior written consent of the Assignee.

4. That Assignor and Assignee agree that:

(a) Assignor will prepare annually a commercially reasonable leasing plan (the "Leasing Plan") appropriate for a property of the type and character of the Premises, including a marketing plan and projections for rollovers, vacancies, leasing commission costs, tenant improvement costs and other capital costs and Assignor will set aside appropriate reserves in a segregated property account to provide for anticipated costs, except to the extent set aside in reserve accounts established as specifically required by the Mortgage.

(b) Assignor will lease the Premises in its reasonable discretion in accordance with the Leasing Plan and, subject to the following conditions, may enter into new leases and may amend, renew or extend Leases without Assignee's prior consent provided:

(i) there are no defaults (which continue after the expiration of all applicable notice and grace periods) under the Loan Documents (as said term is defined in the Mortgage) at the time the new lease, amendment, renewal or extension is executed;

(ii) the fixed minimum rent and other economic terms (including free rent periods and other tenant concessions) of the new lease, amendment, renewal or extension are, in Assignor's reasonable business judgment, at prevailing market terms for similar space in properties comparable to the property in the same geographic location;

(iii) each new lease is written on an Assignee-approved form of lease without material deviation, each renewal or extension is of a Lease written

on an Assignee-approved form of lease without material deviation and each amendment does not represent a material deviation from an Assignee-approved form of lease or, if not the case, then the new lease, amendment, renewal or extension, as the case may be, is submitted to Assignee together with Assignee's form of Subordination, Non-Disturbance and Attornment Agreement or Mortgage Subordination Agreement executed by Tenant;

(iv) the new, extended or amended lease represents no more than 30,000 square feet of rentable area of the building or buildings affected by the new lease and represents less than 50% of the gross revenues from the building or buildings;

(v) Lender has not revoked Assignor's privilege of entering into new leases and amending, renewing or extending leases without Assignee's consent in accordance with subparagraph (c) below;

(vi) the lease amendment does not reduce the initial terms or any renewal term after the renewal has been exercised, of any lease exceeding 30,000 square feet; and

(vii) the lease amendment does not reduce the rent of any lease exceeding 30,000 square feet, except in connection with an extension or renewal of the lease that complies with the provisions of this Section.

Assignor may not enter into any new lease or any amendment, renewal or extension of a Lease that does not meet the preceding conditions except with Assignee's prior consent.

(c) Upon the occurrence of any of the following and 60-days' prior notice to Assignor, Assignee may revoke Assignor's privilege to enter into new leases and to amend, renew and extend Leases without Assignee's prior consent:

(i) if Assignee sells or otherwise transfers the Loan Documents; and

(ii) if annual gross revenues from the Premises are less than the aggregate of annual debt service payments, impositions, insurance premiums and operating expenses for the Premises.

(d) Assignor's privilege to enter into new leases and to amend, renew or extend leases without Assignee's prior consent automatically terminates upon the occurrence of

a default under the Loan Documents, which default continues after the expiration of all applicable notice and grace periods.

(e) Not more than 30 days after execution of each new lease and each amendment, renewal or extension of any lease by Assignor and tenant, Assignor will deliver to Assignee or Assignee's designated servicer, an original or a copy certified by Assignor, together with a reasonably detailed lease abstract prepared by Assignor; and by April 1st of every calendar year, Assignor shall execute and deliver to Assignee the certificate attached hereto as EXHIBIT "C." In the event Assignor fails to deliver the leases and/or certifications, all authorities to enter into or modify the leases set forth in this paragraph 4 shall be revoked.

5. That in the event any representation or warranty herein of Assignor shall be found to be untrue or Assignor shall default in the observance or performance of any obligation, term, covenant, condition or warranty herein, then, in each such instance, the same shall constitute and be deemed to be a default under the Note and the Mortgage thereby entitling Assignee to declare all sums secured thereby and hereby immediately due and payable and to exercise any and all of the rights and remedies provided thereunder and hereunder as well as by law, subject to all applicable notice and/or grace periods (including those set forth in paragraph 19 below).

6. That so long as there shall exist no default by Assignor in the payment of any indebtedness secured hereby or in the observance and performance of any other obligation, term, covenant or condition or warranty herein or in the Note and the Mortgage or in said lease(s) contained, Assignor shall have the right under a license granted hereby (but limited as provided in the following paragraph) to collect upon, but not prior to accrual, as aforesaid, all of said rents, arising from or out of the said lease(s) or any renewals or extensions thereof, or from or out of the said premises or any part thereof, and Assignor shall receive such rents, and shall hold same, as well as the right and license to receive same, as a trust fund to be applied, and Assignor hereby covenants to so apply same, first to the payment of taxes and assessments upon said premises before penalty or interest are due thereon, secondly to the cost of such insurance and of such maintenance and repairs as is required by the terms of the Mortgage, and thirdly to satisfaction of all obligations under the said leases, and fourthly to the payment of interest and principal becoming due on the Note and the Mortgage, before using any part of the same for any other purposes.

7. That upon the sale and conveyance by Assignor and its successors and assigns of the fee title to the said premises, all right, title and interest and powers granted under the license aforesaid shall automatically pass to and may be exercised by each such subsequent owner and upon or at any time after default beyond any application notice and/or grace periods in the payment of any indebtedness secured hereby or in the observance or performance of any obligation, term, covenant, condition or warranty herein or in the Note and the Mortgage or in the said lease(s)

contained, 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) to terminate the license granted to Assignor to collect as aforesaid the said rents, and then and thereafter, without taking possession, in Assignee's own name, to demand, collect, receive, sue for, attach and levy the said rents, to 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 reasonable attorneys' fees, to apply the net proceeds thereof, together with any funds of Assignor deposited with Assignee, upon any indebtedness secured hereby and in such order as Assignee may determine; (b) to declare all sums secured hereby immediately due and payable and, at its option, exercise all of the rights and remedies contained in the Note and the Mortgage; and (c) without regard to the adequacy of the security, with or without any action or proceeding through any person or by agent, or by a receiver to be appointed by court and irrespective of said Assignor's possession, then or thereafter, to enter upon, take possession of, manage and operate said premises or any part thereof, make, modify, enforce, cancel or accept surrender of any lease now in effect or hereafter in effect on said premises or any part thereof; remove and evict any lessee; increase or decrease rents; decorate, clean and repair; and otherwise do any act or incur any costs or expense as Assignee shall deem proper to protect the security hereof, as fully and to the same extent as Assignor could do if in possession, and in such event to apply the rents so collected to the operation and management of said premises, but in such order as Assignee shall deem proper, and including the payment of reasonable management, brokerage and attorneys' fees, payment of the indebtedness under said Note and Mortgage and maintenance, without interest, of a reserve for replacement;

Provided, however, that the acceptance by Assignee of this Assignment, with all of the rights, powers, privileges and authority so created, shall not, prior to entry upon and taking of possession of said 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 the Assignee to appear in or defend any action or proceeding relating to the said lease(s) or to the said premises, 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 said lease(s), or to assume any obligation or responsibility for any security deposits or other deposits delivered to Assignor by any lessee thereunder 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 said premises;

And provided further that the collection of said rents and application as aforesaid and/or the entry upon and taking possession of the said premises shall not cure or waive any default or waive, modify or affect any notice of default under the Note and the Mortgage or invalidate any act done pursuant to such notice, and the enforcement of such right or remedy by Assignee, once exercised, shall continue for so long as Assignee shall elect, notwithstanding that the collection

and application aforesaid of such rents may have cured for the time 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.

8. That Assignor does hereby constitute and appoint Assignee the true and lawful attorney, coupled with an interest, of said Assignor and in the name, place and stead of Assignor, to demand, sue for, attach, levy, recover and receive any premium or penalty payable upon the exercise, by any lessee under any lease of the said premises, of a privilege of cancellation originally provided in said 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, as selected by Assignee, of the indebtedness secured hereby, notwithstanding the fact that the amount owing thereunder may not then be due and payable or that the indebtedness is otherwise adequately secured, and Assignor does hereby authorize and direct any such lessee to deliver such payment to Assignee in accordance with the foregoing, and does hereby ratify and confirm all whatsoever that its said attorney, the Assignee herein shall do or cause to be done by virtue of the powers granted hereby. The within appointment shall be irrevocable and continuing and such rights, powers and privileges shall be exclusive in Assignee, its successors and assigns so long as any part of the indebtedness secured hereby shall remain unpaid; provided, however, that Assignee shall not exercise any rights pursuant to the provisions of this paragraph 8 unless Assignor is in default beyond any applicable notice and/or grace period.

9. That Assignor does hereby constitute and appoint Assignee the true and lawful attorney, coupled with an interest of said Assignor and in the name, place and stead of said Assignor to subject and subordinate at any time and from time to time, any lease affecting the said premises or any part thereof, to the lien of the Mortgage or any other mortgage or deed of trust on or to any ground lease of said premises or to request or require such subordination, where such reservation, option or authority was reserved under any said lease to the Assignor, or in any case, where the Assignor otherwise would have the right, power or privilege so to do. This appointment is to be irrevocable and continuing and these rights, powers and privileges shall be exclusive in Assignee, its successors and assigns so long as any part of the indebtedness secured hereby shall remain unpaid, and Assignor does hereby warrant that Assignor has not, at any time prior to the date hereof, exercised any such right and covenants not to exercise any such right to so subordinate any such lease to the Mortgage or to any other mortgage or to any ground lease.

10. That Assignor hereby agrees to indemnify and hold the Assignee harmless of and from any and all liability, loss, damage or expense which it may or might incur under or by reason of this Assignment, or for any action taken by the 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 said lease(s), including, but without limitation thereto, any claim by any lessee of credit for rental

paid to and received by Assignor, but not delivered to Assignee, for any period under any said lease more than one month in advance of the due date thereof; should the Assignee incur any such liability, loss, damage or expense, the amount thereof (including reasonable attorney's fees) with interest thereon at the penalty rate set forth in the Note and the Mortgage shall be payable by Assignor immediately without demand, and shall be secured hereby and by the Mortgage.

11. That until the indebtedness secured hereby shall have been paid in full, Assignor will deliver to the Assignee executed copies of any and all other and future leases upon all or any part of the said premises and will transfer and assign such other and future leases upon the same terms and conditions as herein contained and Assignor hereby covenants and agrees to make, execute and deliver unto Assignee upon demand and at any time or times, any and all assignments and other instruments sufficient for the purpose or that the Assignee may deem to be advisable for carrying out the true purposes and intent of this Assignment (including assignment of the rent under any lease with the United States Government after allowance of the rental claim, ascertainment of the amount due and issuance of the warrant for payment thereof).

12. That the failure of the Assignee to avail itself of 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 hereto shall be deemed a waiver by Assignee of any of its rights and remedies under the Note and the Mortgage, or under the laws of the state in which the said premises are situate. The right of the Assignee to collect the said indebtedness and to enforce any other security therefor may be exercised by Assignee, either prior to, simultaneously with, or subsequent to any action taken hereunder.

13. That so long as any of the indebtedness secured hereby and by the Note and the Mortgage shall remain unpaid, unless the Assignee shall otherwise consent in writing, the fee title and the leasehold estate(s) on said premises as hereinbefore described shall not merge, but shall always be kept separate and distinct, notwithstanding the union of said estate(s) either in the Assignor or in any lessee or in a third party by purchase or otherwise.

14. That upon payment in full of all of the indebtedness secured by said Note and Mortgage and of all sums payable hereunder, this Assignment shall become and be void and of no effect, but the affidavit, certificate, letter or statement of any officer of Assignee showing any part of said indebtedness to remain unpaid shall be and constitute conclusive evidence to any third party, of the validity, effectiveness and continuing force of this Assignment, and any such person, firm or corporation, may and is hereby authorized to rely thereon. A demand on any lessee made by Assignee for payment of rents by reason of any default claimed by Assignee shall be sufficient warrant to said lessee to make future payments of rents to Assignee without the necessity for further consent by the said Assignor.

15. That all notices, demands or documents of any kind which Assignee may be required or may desire to serve upon Assignor hereunder shall be sufficiently served by delivering same as provided in the Mortgage.

16. That 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, successors and assigns, and all lessees, sub-tenants and assigns of same, and all subsequent owners of the said premises, and all subsequent holders of the Note and Mortgage. In this Assignment, whenever the context so requires, the masculine gender shall include the feminine and/or neuter and the singular number shall include the plural and conversely in each case. All obligations of each Assignor hereunder shall be joint and several.

17. That Assignor agrees that during the term of this Assignment it will not further assign or otherwise transfer or encumber its interests in the leases or the rents without Assignee's prior written consent which may be withheld in Assignee's sole discretion. If Assignee consents to any further assignment, transfer or encumbrance of the leases or rents, it will only do so provided (i) the subordinate assignment restricts the subordinate assignee from subordinating the leases to any mortgage or deed of trust held by the subordinate assignee; (ii) the subordinate assignment prohibits the subordinate assignee from taking any action that would terminate, modify or amend or could result in the termination, modification or amendment of any lease; and (iii) the subordinate assignee agrees that if it exercises its remedies under its assignment and either it or any party acting on its behalf collects any rents from said premises, such rents will be deemed collected for the benefit of Assignee and held in trust for Assignee and upon written demand, the party holding the rents collected will immediately pay them to Assignee. If any subordinate assignment does not contain the foregoing provisions, to the extent permitted by law, the subordinate assignee will be deemed bound by such provisions as if set forth in the subordinate assignment.

18. That Assignor and Assignee agree that:

(a) Notwithstanding any provisions in the Note or in the Mortgage or any other Loan Document to the contrary (except as provided in subparagraphs (b) and (c) below), it is expressly understood and agreed that if Assignee at any time takes action to enforce the collection of the indebtedness, Assignee will proceed to foreclose the Mortgage instead of instituting suit upon the Note. If a lesser sum is realized from the foreclosure of the Mortgage and sale of the said premises than the amount then due and owing under the Note and the Mortgage, Assignee will never (except as provided in subparagraphs (b) and (c) below) institute any action, suit, claim or demand in law or in equity against Assignor (or any of its partners or principals or any of the

constituent members, partners, principals, trustees, beneficiaries or shareholders of such partners or principals) for or on account of the deficiency.

(b) Nothing contained in subparagraph (a) will in any way affect or impair (i) the lien of the Mortgage or any representation or warranty of title made in the Mortgage which will remain in full force and inure to the benefit of Assignee; (ii) Assignee's rights under any master lease, indemnity or guarantee given in connection with the indebtedness evidenced by the Note; or (iii) Assignee's right to present and collect on any letter of credit given in connection with the indebtedness evidenced by the Note; or (iv) Assignor's personal liability for the indebtedness evidenced by the Note to the extent of the diminution (the "Diminution") in the value of the said premises as a consequence of a breach by Assignor of its obligation under the provisions of Paragraph 42 of the Mortgage if at the time of acceleration of the indebtedness or foreclosure of the Mortgage and sale of the said premises Assignor is in default under any of the provisions of Paragraph 42 of the Mortgage and such default has an adverse effect on the value of the said premises. In no event shall Assignor's personal liability under (iv) above exceed the Diminution.

(c) Further, the following are excluded and excepted from the provisions of subparagraph (a) and Assignee may recover personally against Assignor for the following:

(1) all losses, damages or liabilities suffered by Assignee arising out of any fraud or willful or intentional misrepresentation by Assignor in connection (i) with Assignor's performance or fulfillment of any of Assignee's conditions to or requirements in advancing the indebtedness evidenced by the Note or otherwise with Assignor's inducements to Assignee to advance such indebtedness; (ii) with the execution and delivery of any of the documents evidencing or securing the indebtedness evidenced by the Note; (iii) with the making of any representations or warranties which are in addition to the representations and warranties of title in the Mortgage; or (iv) with Assignor's performance of any of its obligations under such documents;

(2) all rents and other revenues, payments or reimbursements ("Income") of any kind whatsoever (including all payments and contributions from tenants for taxes, insurance, operating expenses and common area maintenance charges) derived from the said premises after a default by Assignor (whether or not notice of such default has been given) under any of the documents evidencing or securing the indebtedness evidenced by the Note which default is a basis of the action by Assignee to enforce collection of the indebtedness or on deposit on the date such default occurs in one or more accounts used by Assignor or Assignor's agents, representatives or property manager in connection with the operation of the said premises, except to the extent properly applied (as documented by evidence reasonably satisfactory to Assignee) to the normal and customary expenses and operations of the said premises;

(3) all security deposits collected by Assignor (or any of Assignor's predecessors) and not properly refunded to tenants and all advance rents collected by Assignor (or any of Assignor's predecessors) and not properly applied in due course; proper refunding or application must be documented by evidence reasonably satisfactory to Assignee;

(4) the replacement cost of any items of personalty or any fixtures owned by Assignor removed from the said premises after Assignor defaults under any of the documents evidencing and securing the indebtedness evidenced by the Note;

(5) all losses, damages or liabilities suffered by Assignee arising from any acts of commission or omission by Assignor that result in waste upon the said premises as determined by a court of competent jurisdiction;

(6) all mechanic's liens, materialmen's liens or any other liens arising from work performed on or materials delivered to the said premises prior to foreclosure of the Mortgage and sale of the said premises but only to the extent Assignee had advanced funds to pay for such work or materials; and

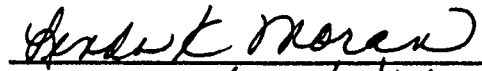
(7) any insurance or condemnation proceeds attributable to the said premises that are not applied in accordance with the terms of the Mortgage and any insurance or condemnation proceeds attributable to the said premises that were not paid to Assignee but were required to be paid to Assignee under the terms of the Mortgage.

19. That notwithstanding any provision in the Note, the Mortgage or herein to the contrary, in the event of a monetary default hereunder or under the Note or the Mortgage, Assignee shall be entitled to enforce its remedies only after such default shall have continued uncorrected for five (5) days after the mailing or other actual communication of notice to Assignor, and in the event of any non-monetary default, Assignee shall be entitled to enforce the remedies provided only after such default shall have continued uncorrected for fifteen (15) days after the mailing or other actual communication of notice to Assignor and the Assignor has failed to cure said non-monetary default to the satisfaction of the Assignee within said 15-day period, provided, however, that if such non-monetary default is of a character as to require more than fifteen days to cure and the Assignor shall, prior to the expiration of such fifteen days, promptly commence and diligently and continuously proceed to cure said default, such period shall be extended for a reasonable period necessary to cure such default with due diligence, but in no event more than 120 days.

IN WITNESS WHEREOF, this Assignment has been duly executed by the Assignor the day and year first above written.

Signed, sealed and delivered
in the presence of:

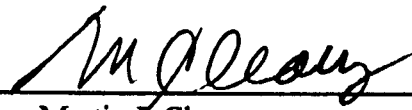

Printed Name: JEANNE GEORGE


Printed Name: LINDA K. HOLAN

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

This Assignment was prepared by:

Steven D. Hamilton, Esq.
Stinson, Mag & Fizzell, P.C.
1201 Walnut, Suite 2600
Kansas City, Missouri 64106

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

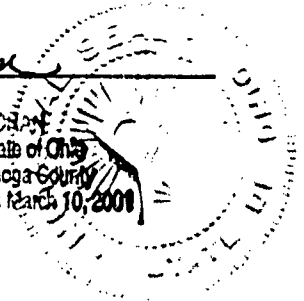
On the 23rd day of December, 1997, before me personally came Martin J. Cleary, to me known, who being by me duly sworn, did depose and say that he is the President of JG Realty Investors Corp., a general partner of Jacobs Realty Investors Limited Partnership, which is a general partner of Gary Joint Venture, an Ohio general partnership (the "Company"), that he was duly authorized to execute such instrument on behalf of JG Realty Investors Corp., that he did execute said instrument in his capacity as President, and that the same is his free act and voluntary deed as said officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio this 23rd day of December, 1997.

Linda K. Moran

Notary Public

LINDA K. MORAN
Notary Public - State of Ohio
Recorded in Cuyahoga County
My Commission Expires March 10, 2001



**EXHIBIT "A" TO
ASSIGNMENT OF LESSOR'S INTEREST
IN LEASES**

This Schedule of Leases is attached to and constitutes a part of a certain Assignment of Lessor's Interest in Lease(s), dated Dec. 23, 1997, executed by GARY JOINT VENTURE, AS Assignor, in favor of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, as Assignee

LEASE NUMBER	TENANT NAME	DDBA NAME	LEASE DATE
AL100	Lee Wards Creative Crafts, Inc.	MICHAELS ARTS AND CRAFTS	5/03/82
AL104	Edison Brothers Apparel Store,	J. Riggings	2/01/92
AL108	Lerner Stores, Inc.	Lerner	8/16/89
AL112	Children's Place Retail Stores	The Children's Place	1/31/96
AL116	Victoria's Secret Stores, Inc.	Victoria's Secret	1/30/91
AL124	Kinney Shoe Corporation	Foot Locker	8/04/89
AL128	Paul Harris Stores, Inc.	Paul Harris	4/08/96
AL132	Lids Corporation	Lids	5/19/97
AL136	Chicago G.S., Inc.	Glamour Shots	8/18/93
AL140	San Francisco Music Box Co	SAN FRANCISCO MUSIC BOX CO.	10/05/87
AL144	RMG Enterprises, Inc.	One Hour Moto Photo	2/07/91
AL148	Trade Secret Development Corp.	Trade Secret	9/19/88
AL152	Babbage's Etc., LLC	Babbage's	4/19/94
AL156	Edison Brothers Stores, Inc.	5-7-9	2/01/94
AL168	Cinnabon, Inc.	Cinnabon	10/06/92
AU500	Ruby Tuesday, Inc.	Ruby Tuesday	3/12/91
AU502	Mrs. Fields' Original Cookies,	Hot Sam Pretzel Bakery	2/16/94
AU504	Wring, Mary L.	Merle Norman	4/03/92
		***** WARNING: RENT STEPS ON	
AU505	Yogurt Ventures, Inc.	Freshen's Yogurt	12/13/89
AU506	Original Cookie Company, Incor	The Original Cookie Company	1/17/96
AU508	Record Town, Inc.	Tape World	7/22/88
AU512	Talbots, Inc.	Talbots	6/28/95
AU518	D.Q.F., Inc.	Karmelkorn	2/01/97
AU520	Garden Botanika, Inc.	Garden Botanika	10/09/96
AU524	Disney Store, Inc.	The Disney Store	2/17/97
AU528	Gap (Indiana) L.P.	Gap	8/17/95
AU536	Lechters Indiana, Inc.	Lechters/Lechters Housewares	2/01/96
AU540	Casual Corner Group, Inc.	Casual Corner Group	9/16/96
AU548	American Greetings Corporation	Carlton Cards	10/11/94
AU552	Sterling Jewelers Inc.	JB Robinson	7/27/94
AU554	Claire's Boutiques, Inc.	The Icing	7/31/97
AU556	Cinnabon, Inc.	Cinnabon, World Famous	10/06/92
AU560	Allstars, Inc.	Athletes In Motion	5/04/92
AU564	Tandy Corporation	Radio Shack	6/03/94
AU572	Creative Hairdressers, Inc.	Hair Cuttery	3/17/97
BL200	Sanderlin, Inc.	Deck The Walls	1/30/97
BL204	Sweet Ideas Limited Partnershi	Mr. Bulky's Treats & Gifts	5/12/93
BL208	General Nutrition Corporation	General Nutrition Center	5/22/92
BL212	Archibald Candy Corporation	Fannie May Candies	1/16/95
BL216	Marks Bros. Jewelers, Inc.	The Whitehall Company Jewelers	2/01/97

BL220	Edison Bros. Apparel Stores	CODA	6/26/90
BL224	Gantos Stores, Inc.	Gantos	12/21/89
BL228	Kinney Shoe Corporation	Kinney Shoes	6/05/95
BL232	Bachrach Clothing, Inc.	Bachrach	12/12/96
BL234	American Greetings Corporation	Luv	2/01/97
BL236	Mother's Stores, Inc.	MOTHERTIME	12/19/86
BL240	McKinley Apparel, Inc.	STUARTS PLUS	7/06/87
BL244	Brown Group Retail, Inc.	Naturalizer	11/02/89
BL245	Bresler Malls, Inc.	Bresler Ice Cream & Yogurt	2/14/90
BL248	Frullati Systems, Inc.	Frullati Cafe or Frullati	1/02/97
BL250	Lenscrafters, Inc.	Lenscrafters	2/01/97
BL256	Little Caesar of Indiana, Inc.	LITTLE CAESAR'S PIZZA STATION	6/24/87
BL260	National Restaurant Enterprise	Burger King	7/27/95
BL266	A & W Restaurants, Inc.	A & W Hot Dogs & More	7/19/96
BL268	Life Uniform Co. of Indiana	Life Uniform	2/01/95
BL270	Bermans The Leather Experts, I	Wilson's The Leather Experts	1/23/97
BL276	Lane Bryant, Inc.	Lane Bryant	3/07/90
BU600	Lite Scent, Inc.	Wicks 'N Sticks	11/11/92
BU604	Stride Rite Children's Group.	Stride Rite	1/10/97
BU608	Hang Up Shoppes, Inc., The	Man Alive	7/09/96
BU618	Sterling Jewelers Inc.	Osterman Jewelers	9/05/95
BU620	Gymboree Retail Stores, Inc.,	Gymboree	6/19/95
BU624	G & G Shops, Inc.	RAVE	9/12/85
BU626	Jean Nicole, Inc.	Stuarts Plus	9/12/85
BU628	Walden Book Company, Inc.	Waldenbooks	2/01/97
BU636	The Limited Stores, Inc.	The Limited	5/17/91
BU640	Structure	Structure	8/19/94
BU644	MC Sporting Goods	M C SPORTING GOODS	1/22/88
BU656	Walden Book Company, Inc.	Waldensoftware	5/03/89
BU658	Camelot Music, Inc.	Camelot Music	12/21/89
CL300	F. W. Woolworth Co.	CHAMP'S SPORTS	12/01/89
CL304	County Seat Stores, Inc.	County Seat	10/22/91
CL308	Record Town, Inc.	Record Town Music Record Town	3/05/97
CL312	Evanson Card Shops, Inc.	Kirlin's Hallmark Shop	12/13/93
CL316	B. Dalton Company	B. Dalton Booksellers	12/19/88
CL320	Edison Indiana Stores, Inc.	BAKERS	8/25/88
CL324	Ashby's, Inc.	Ashby's	12/16/93
CL328	Mrs. Fields' Original Cookies,	Hot Sam Pretzel Bakery	11/12/93
CL332	Claire's Boutiques, Inc.	Claire's Boutiques	6/21/94
CL336	Dream Quest, Inc.	Dream Quest	5/31/96
CL340	Sunsations Sunglass Company	Sunglass Hut	8/09/94
CL344	Kinney Shoe Corporation	Lady Foot Locker	2/01/96
CL352	Armstrong Jewelers, Inc.	Armstrongs Diamond Center	2/01/93
CU700	Exact Time, Inc.	Exact Time	11/05/91
CU700A	Gold Concept, Inc.	Intrigue	4/01/96
CU700B	Merksamer Jewelers, Inc.	Fox's Jewelers	10/21/94
CU701	Swiss Pretzel Shops, Inc.	Corn Dogs & More	11/12/93
CU704	Bally's Aladdin's Castle, Inc.	Aladdin's Castle	12/04/89
CU706	Desmond's Formal Wear, Inc.	Desmond's Formal Wear	11/13/95
CU708	Bombay Company, Inc.	THE BOMBAY COMPANY	7/27/88
CU712	Finish Line, Inc., The	The Finish Line	9/19/94
CU716	Bath & Body Works, Inc.	Bath & Body Works	2/07/95
CU720	Things Remembered, Inc.	Things Remembered-Engraved	8/16/94
CU728	Pacific Sunwear of California,	Pacific Sunwear of California	7/24/97

CU736	Frederick's of Hollywood	Frederick's of Hollywood	1/09/90
CU740	Piercing Pagoda, Inc.	PIERCING PAGODA	3/11/92
CU744	Tinder Box International, Ltd.	Tinder Box	2/01/94
CU748	Athlete's in Motion, Inc.	Kids Team	1/02/91
CU752	Genesco, Inc.	Jarman	2/01/90
DFLP-1A	Gander Mountain, L.L.C.	Gander Mountain	8/01/94
DFLP-2B	Ristorante Management Grp. of	Italianni's	7/14/95
DL400	C & J Clark Retail, Inc.	Hanover Shoes	2/01/92
DL404	Select Comfort Retail Corporat.	Select Comfort	7/10/96
DL408	Gadzooks, Inc.	Gadzooks	7/19/96
DL412	Track 'N Trail	Track 'N Trail	3/21/95
DL416	Retail Ventures, Inc.	American Eagle Outfitters	12/14/89
DL420	Wilson's Leather of Indiana, In	Wilson's The Leather Experts	1/23/97
DL428	Spencer Gifts, Inc.	Spencer Gifts	2/01/97
DL432	Kinney Shoe Corporation	Kids Foot Locker	5/15/96
DL434	Lemstone, Inc.	Lemstone Books	7/22/96
DL438	Musiland Group, Inc.	Suncoast Motion Picture Co.	9/16/88
DL440	C. D. V. Inc.	Shoe Fixers	10/21/94
DL444	Margene Limited	Shoe Fixers	4/15/92
DL452	Orange Julius of America	Orange Julius	2/01/94
DL456	Dollar Craze, Inc.	Dollar Craze	2/01/97
DL460	Pampalone Travel Agency	Pampalone's Travel	7/09/97
DL462	Sterling, Inc.	KAY JEWELERS	9/15/87
DL464	Subway Restaurants, Inc.	Subway	7/12/90
DL466	Louie's Tux Shop, Inc.	Seno Formal Wear	11/28/90
DL468	Kinney Shoe Corporation	Athletic X-Press	9/12/89
DU800	Gloria Jean's Gourmet Coffees	Gloria Jean's Gourmet Coffees	10/05/89
DU802	Expressly Portraits	Expressly Portraits	11/26/91
DU804	World of Science, Inc.	World of Science	1/20/97
DU808	Northern Reflections, Inc.	Northern Reflections	11/06/92
DU812	Eddie Bauer, Inc.	Eddie Bauer	9/14/95
DU816	Maurices, Inc.	Maurices	6/03/91
DU820	Macy's Specialty Stores, Inc.	Aeropostale	4/16/95
DU824	Kay-Bee Toy & Hobby Shops, Inc	Kay-Bee Toy & Hobby	12/14/89
DU828	The Buckle, Inc.	The Buckle	12/18/91
DU830	Limited Express, Inc.	Limited Express	3/07/90
DU836	Payless ShoeSource, Inc.	Payless Kids/Payless ShoeSourc	3/04/92
E	J. C. Penney Company, Inc.	J C PENNEY	6/27/72
FL2A	Kohl's Department Stores, Inc.	Kohl's	5/13/92
FL5A	Brinker Restaurant Corporation	Chili's Grill & Bar.	9/02/93
GROND	GMRI, Inc.	The Olive Garden	2/09/88
GROUND	Burger King Corporation	BURGER KING	10/31/84
K5000	NBD Bank, N.A.	NBD Bank Machine	2/01/97
K6020	Sunsations Sunglass Company	Sunglass Hut	8/01/94
LAND	General Cinema Corp.	GENERAL CINEMA	6/27/85
LAND01	NBD Bank, N.A.	Gainer Bank	10/05/73
LAND1B	Ravine Enterprises, Inc.	Pizzeria Uno	3/26/90
PK40	American Book Corner, Inc.	Cookbook Corner/Kids Book	8/08/94
PK50	Piercing Pagoda, Inc.	Plumb Gold	7/16/97

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 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 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.

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 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 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 37 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 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 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.

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 NORTHWEST, 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.

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, 41.93 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 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:

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"):

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 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.

EXHIBIT "C"
ANNUAL
CERTIFICATION OF RENT ROLL

Dated: _____

Teachers Insurance and Annuity
Association of America ("Lender")
730 Third Avenue
New York, NY 10017

Re: TIAA Appl. # _____
TIAA Mtge. # _____
Property located at _____
(the "Property")

Ladies and Gentlemen:

1. Pursuant to the documents evidencing and securing the captioned loan (the "Loan Documents"), the undersigned certified to Lender, as follows:

(a) The leases ("Leases") identified on the rent roll¹ attached as Schedule "A" and made a part of this certification constitute all of the existing leases affecting the Property and to the knowledge of the undersigned the only subleases relating to the use and occupancy of the Property are as follows:

¹ The attached rent roll should detail the following information for each lease: Name of tenant (including d/b/a), date of lease and any amendments thereto, square footage, fixed rental and all escalations, additional and percentage rent, unrealized concessions (including free rent), security deposit, commencement date, expiration date and the date through which rentals have been paid.

(b) There are no persons or entities in occupancy of all or any portion of the Property except pursuant to the Leases.

2. With respect to the Leases and except as set forth on Schedule B² the undersigned further certifies to Lender as follows:

(a) Except for those leases approved by Lender in writing, the Leases executed by Borrower subsequent to the closing of the Loan did not require Lender's prior consent because (i) on the date of execution of each Lease, no default existed under the Loan Documents (after the expiration of all applicable notice and grace periods); (ii) each Lease was written on a lease form approved by Lender, without material deviation or if non-conforming, was accompanied by a Subordination, Non-disturbance and Attornment Agreement signed by tenant and on the form approved by Lender without material deviation; (iii) at the time of execution of each Lease, the Lease was in Borrower's reasonable business judgment on market terms for similar properties in the same geographic market; and (iv) each Lease was for less than 50% of the net rentable area in the building(s) located on the Property and represented less than 50% of the gross revenues from the Property.

(b) Each of the tenants under the Leases is in occupancy of its leased premises, paying rent and open and conducting business.

(c) Each of the Leases is in full force and effect and enforceable in accordance with its terms with no defaults or matters that with the passage of time or giving of notice would constitute a default, there are no existing defenses or offsets to the payment of rents and Borrower has not released, discounted or discharged the tenant from any obligation under the Lease including the payment of rent.

(d) Each of the Leases represents the entire agreement between the parties as to the leasing of the leased premises and has not been assigned, modified, supplemented or amended.

2 Delivery to Lender of this Certification with exceptions listed on Schedule B will not be deemed approval of such matters by Lender and will not affect or impair Lender's rights to exercise its remedies under the Loan Documents if any of the exceptions listed in Schedule B violate any terms of the Loan Documents.

(e) Borrower has complied with all obligations and satisfied all conditions (including any co-tenancy requirements) under the Leases which Borrower as landlord must have complied with or satisfied on or before the date of this certification.

(f) None of the Leases obligates Borrower as landlord to pay any sum to the tenant or to make any tenant or capital improvements (other than restoration after casualty or condemnation), except for such obligations as have been satisfied by Borrower prior to the date of this certification or which specifically exclude Lender or any other purchaser in foreclosure from liability for such obligations.

(g) None of the Leases contains an option to purchase all or any portion of or interest in the Property (including rights of first or last offer).

(h) To the knowledge of the undersigned, the tenants under the Leases are not presently in bankruptcy or reorganization proceedings.

(i) To the knowledge of the undersigned, each of the leased premises is being operated in accordance with all applicable zoning ordinances and building codes.

(j) None of the Leases provides the tenant thereunder an early termination or cancellation right (including those arising from a failure to meet continuing co-tenancy requirements).

(k) None of the Leases includes percentage or participation rent that is based on net sales figures or net profit amounts.

(l) Borrower as landlord has no obligations under the Leases with respect to off-site improvements.

(m) To the best knowledge of the undersigned, none of the leases is the subject of any pending action, suit or proceeding; and to the knowledge of the undersigned, none of the tenants under the leases has threatened in writing to file a lawsuit against the Borrower with regard to the Property, which lawsuit the undersigned believes will likely be filed and, if filed, would affect the Borrower in a materially adverse manner.

Name:
Title:

Sworn to and Subscribed
before me this ____ day
of _____, 19__.

Notary Public

Notary Commission Expires: