



1. **Definitions.** All capitalized terms which are not defined herein shall have the meanings ascribed thereto in that certain Mortgage, Security Agreement, Assignment of Leases and Rents and Fixture Filing of even date herewith from Assignor for the benefit of Assignee (as amended, modified, replaced or restated from time to time, "Mortgage") given as security for the Letters of Credit.

2. **Grant of Security Interest.** Assignor hereby grants, transfers, sets over and assigns to Assignee, all of the right, title and interest of Assignor in and to (i) all of the rents, revenues, issues, profits, proceeds, receipts, income, accounts and other receivables arising out of or from the land legally described in Exhibit A attached hereto and made a part hereof and all buildings and other improvements located thereon (said land and improvements being hereinafter referred to collectively as the "Premises"), including, without limitation, lease termination fees, purchase option fees and other fees and expenses payable under any lease; (ii) all leases and subleases (collectively, "Leases"), now or hereafter existing, of all or any part of the Premises together with all guaranties of any of such Leases and all security deposits delivered by tenants thereunder, whether in cash or letter of credit; (iii) all rights and claims for damage against tenants arising out of defaults under the Leases, including rights to termination fees and compensation with respect to rejected Leases pursuant to Section 365(a) of the Federal Bankruptcy Code or any replacement Section thereof; and (iv) all tenant improvements and fixtures located on the Premises. Subject to Assignee's rights as set forth in Paragraph 5 below, this Assignment is an absolute transfer and assignment of the foregoing interests to Assignee given to secure:

(a) Payment by Obligor when due of (i) any and all indebtedness and obligations that may be due and owing to Assignee by Obligor under or with respect to the Reimbursement Agreement or the other Reimbursement Documents (as defined in the Mortgage); and (ii) all costs and expenses paid or incurred by Assignee in enforcing its rights hereunder, including without limitation, court costs and reasonable attorneys' fees; and

(b) Observance and performance by Obligor of the covenants, conditions, agreements, representations, warranties and other liabilities and obligations of Obligor or any other obligor or benefiting Assignee which are evidenced or secured by or otherwise provided in the Reimbursement Agreement, this Assignment or any of the other Reimbursement Documents, together with all amendments and modifications thereof.

3. **Representations and Warranties of Assignor.** Assignor represents and warrants to Assignee that:

(a) this Assignment, as executed by Assignor, constitutes the legal and binding obligation of Assignor enforceable in accordance with its terms and provisions;

(b) Assignor is the lessor under all Leases;

(c) there is no other existing assignment of Assignor's entire or any part of its interest in or to any of the Leases, or any of the rents, issues, income or profits assigned hereunder, nor has either Assignor entered into any agreement to subordinate any of the Leases or such Assignor's right to receive any of the rents, issues, income or profits assigned hereunder;

(d) Assignor has not executed any instrument or performed any act which may prevent Assignee from operating under any of the terms and provisions hereof or which would limit Assignee in such operation; and

(e) there are no defaults by the landlord and, to Assignee's knowledge, there are no material defaults by tenants under any Leases.

4. **Covenants of Assignor.** Assignor covenants and agrees that so long as this Assignment shall be in effect:

(a) Assignor shall not lease any portion of the Premises unless Assignor obtains Assignee's prior written consent to such lease, which consent shall be deemed given if Assignee fails to notify Assignor that Assignee's consent is being withheld within ten (10) business days after the loan officer of Assignee with primary responsibility for administering the Loan has received (i) Assignor's request for consent (which request, to be effective, shall specifically and conspicuously refer to the ten (10) business day deemed consent provision of this subsection) and (ii) all other information reasonably necessary for Assignee to adequately evaluate such request (including, without limitation, a copy of the proposed lease, credit information regarding the proposed tenant and a statement of the leasing commissions, tenant improvement costs, tenant incentives and other cost and expenses to be incurred in connection with such lease);

(b) Assignor shall observe and perform all of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the lessor thereunder, and Assignor shall not do or suffer to be done anything to impair the security thereof. Assignor shall not (i) release the liability of any tenant under any Lease, (ii) consent to any tenant's withholding of rent or making monetary advances and off-setting the same against future rentals, (iii) consent to any tenant's claim of a total or partial eviction, (iv) consent to a tenant termination or cancellation of any Lease, except as specifically provided therein, or (v) enter into any oral leases with respect to all or any portion of the Premises;

(c) Assignor shall not collect any of the rents, issues, income or profits assigned hereunder more than thirty days in advance of the time when the same shall become due, except for security or similar deposits;

(d) Assignor shall not make any other assignment of its entire or any part of its interest in or to any or all Leases, or any or all rents, issues, income or profits assigned hereunder, except as specifically permitted by the Reimbursement Documents;

(e) Assignor shall not modify the terms and provisions of any Lease, nor shall Assignor give any consent (including, but not limited to, any consent to any assignment of, or subletting under, any Lease, except as expressly permitted thereby) or approval, required or permitted by such terms and provisions or cancel or terminate any Lease, without Assignee's prior written consent, which consent shall be deemed given if Assignee fails to notify Assignor that Assignee's consent is being withheld within ten (10) business days after the loan officer of Assignee with primary responsibility for administering the Loan has received (i) Assignor's request for consent (which request, to be effective, shall specifically and conspicuously refer to the ten (10) business day deemed consent provision of this subsection) and (ii) all other information reasonably necessary for Assignee to adequately evaluate such request (including, without limitation, a copy of the proposed agreement); provided, however, that Assignor may cancel or terminate any Lease as a result of a material default by the tenant thereunder and failure of such tenant to cure the default within the applicable time periods set forth in the Lease;

(f) Assignor shall not accept a surrender of any Lease or convey or transfer, or suffer or permit a conveyance or transfer, of the premises demised under any Lease or of any interest in any Lease so as to effect, directly or indirectly, proximately or remotely, a merger of the estates and rights of, or a termination or diminution of the obligations of, any tenant thereunder; any termination fees payable under a Lease for the early termination or surrender thereof shall be paid jointly to Assignor and Assignee;

(g) Assignor shall not alter, modify or change the terms of any guaranty of any Lease, or cancel or terminate any such guaranty or do or permit to be done anything which would terminate any such guaranty as a matter of law;

(h) Assignor shall not waive or excuse the obligation to pay rent under any Lease;

(i) Assignor shall, at its sole cost and expense, appear in and defend any and all actions and proceedings arising under, relating to or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor or any tenant or guarantor thereunder, and shall pay all costs and expenses of Assignee, including court costs and reasonable attorneys' fees, in any such action or proceeding in which Assignee may appear;

(j) Assignor shall give prompt notice to Assignee of any notice of any default by the lessor under any Lease received from any tenant or guarantor thereunder;

(k) Assignor shall enforce the observance and performance of each covenant, term, condition and agreement contained in each Lease to be observed and performed by the tenants and guarantors thereunder and shall immediately notify Assignee of any material breach by the tenant or guarantor under any such Lease;

(l) Assignor shall not permit any of the Leases to become subordinate to any lien or liens other than liens securing the indebtedness secured hereby or liens for general real estate taxes not delinquent;

(m) Assignor shall not execute hereafter any Lease unless there shall be included therein a provision providing that the tenant thereunder acknowledges that such Lease has been assigned pursuant to this Assignment and agrees not to look to Assignee as mortgagee, mortgagee in possession or successor in title to the Premises for accountability for any security deposit required by lessor under such Lease unless such sums have actually been received in cash by Assignee as security for tenant's performance under such Lease;

(n) If any tenant under any Lease is or becomes the subject of any proceeding under the Federal Bankruptcy Code, as amended from time to time, or any other federal, state or local statute which provides for the possible termination or rejection of the Leases assigned hereby, Assignor covenants and agrees that if any such Lease is so terminated or rejected, no settlement for damages shall be made without the prior written consent of Assignee, and any check in payment of damages for termination or rejection of any such Lease will be made payable both to Assignor and Assignee. Assignor hereby assigns any such payment to Assignee and further covenants and agrees that upon the request of Assignee, it will duly endorse to the order of Assignee any such check, the proceeds of which shall be applied in accordance with the provisions of Paragraph 8 below; and

(o) Not later than thirty (30) days after the end of each calendar quarter, Assignor shall deliver to Assignee a certified rent roll for the Premises as of the last day of such period in a form reasonably satisfactory to Assignee.

5. **Rights Prior to Default.** Unless or until an Event of Default (as defined in Paragraph 6) shall occur, Assignor shall have the right to collect, at the time (but in no event more than thirty days in advance) provided for the payment thereof, all rents, issues, income and profits assigned hereunder, and to retain, use and enjoy the same. Upon the occurrence of an Event of Default, Assignor's right to collect such rents, issues, income and profits shall immediately terminate without further notice thereof to Assignor. Assignee shall have the right to notify the tenants under the Leases of the existence of this Assignment at any time.

6. **Events of Default.** An "Event of Default" shall occur under this Assignment upon the occurrence of (a) a breach by Assignor of any of the covenants, agreements, representations, warranties or other provisions hereof which is not cured or waived within the applicable grace or cure period, if any, set forth in the Mortgage or (b) any other Event of Default described in the Reimbursement Agreement, Mortgage or the other Reimbursement Documents.

7. **Rights and Remedies Upon Default.** At any time upon or following the occurrence of any Event of Default, Assignee, at its option, may exercise any one or more of the following rights and remedies without any obligation to do so, without in any way waiving such Event of Default, without further notice or demand on Assignor, without regard to the adequacy

of the security for the obligations secured hereby, without releasing Assignor, Obligors or any guarantor of Obligors' obligations under the Reimbursement Agreement from any obligation, and with or without bringing any action or proceeding to foreclose the Mortgage or any other lien or security interest granted by the Reimbursement Documents:

(a) Declare all amounts owed Assignee pursuant to the Reimbursement Agreement, together with all accrued and unpaid interest thereon, immediately due and payable;

(b) Enter upon and take possession of the Premises, either in person or by agent or by a receiver appointed by a court, and have, hold, manage, lease and operate the same on such terms and for such period of time as Assignee may deem necessary or proper, with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee, to make, enforce, modify and accept the surrender of Leases, to obtain and evict tenants, to fix or modify rents, and to do any other act which Assignee deems necessary or proper;

(c) Either with or without taking possession of the Premises, demand, sue for, settle, compromise, collect, and give acquittances for all rents, issues, income and profits of and from the Premises and pursue all remedies for enforcement of the Leases and all the lessor's rights therein and thereunder. This Assignment shall constitute an authorization and direction to the tenants under the Leases to pay all rents and other amounts payable under the Leases to Assignee, without proof of default hereunder, upon receipt from Assignee of written notice to thereafter pay all such rents and other amounts to Assignee and to comply with any notice or demand by Assignee for observance or performance of any of the covenants, terms, conditions and agreements contained in the Leases to be observed or performed by the tenants thereunder, and Assignor shall facilitate in all reasonable ways Assignee's collection of such rents, issues, income and profits, and upon request will execute written notices to the tenants under the Leases to thereafter pay all such rents and other amounts to Assignee; and

(d) Make any payment or do any act required herein of Assignor in such manner and to such extent as Assignee may deem necessary, and any amount so paid by Assignee shall become immediately due and payable by Assignor with interest thereon until paid at the Prime Rate plus four percent (4%) and shall be secured by this Assignment.

8. **Application of Proceeds.** All sums collected and received by Assignee out of the rents, issues, income and profits of the Premises following the occurrence of any one or more Events of Default shall be applied in accordance with applicable Indiana mortgage foreclosure law and, unless otherwise specified in such act, in such order as Assignee shall elect in its sole and absolute discretion.

9. **Limitation of Assignee's Liability.** Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Premises or from any other act or omission of Assignee in managing, operating or maintaining the Premises following the

occurrence of an Event of Default. Assignee shall not be obligated to observe, perform or discharge, nor does Assignee hereby undertake to observe, perform or discharge any covenant, term, condition or agreement contained in any Lease to be observed or performed by the lessor thereunder, or any obligation, duty or liability of Assignor under or by reason of this Assignment. Assignor shall and does hereby agree to indemnify, defend (using counsel satisfactory to Assignee) and hold Assignee harmless from and against any and all liability, loss or damage which Assignee may incur under any Lease or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Assignee by reason of any alleged obligation or undertaking on its part to observe or perform any of the covenants, terms, conditions and agreements contained in any Lease; provided, however, in no event shall Assignor be liable for any liability, loss or damage which Assignor incurs as a result of Assignee's gross negligence or willful misconduct. Should Assignee incur any such liability, loss or damage under any Lease or under or by reason of this Assignment, or in the defense of any such claim or demand, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall become immediately due and payable by Assignor with interest thereon at the Prime Rate plus four percent (4%) and shall be secured by this Assignment. This Assignment shall not operate to place responsibility upon Assignee for the care, control, management or repair of the Premises or for the carrying out of any of the covenants, terms, conditions and agreements contained in any Lease, nor shall it operate to make Assignee responsible or liable for any waste committed upon the Premises by any tenant, occupant or other party, or for any dangerous or defective condition of the Premises, or for any negligence in the management, upkeep, repair or control of the Premises resulting in loss or injury or death to any tenant, occupant, licensee, employee or stranger. Nothing set forth herein or in the Mortgage, and no exercise by Assignee of any of the rights set forth herein or in the Mortgage shall constitute or be construed as constituting Assignee a "mortgagee in possession" of the Premises, in the absence of the taking of actual possession of the Premises by Assignee pursuant to the provisions hereof or of the Mortgage.

10. **No Waiver.** Nothing contained in this Assignment and no act done or omitted to be done by Assignee pursuant to the rights and powers granted to it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the Reimbursement Documents. This Assignment is made and accepted without prejudice to any of the rights and remedies of Assignee under the terms and provisions of such instruments, and Assignee may exercise any of its rights and remedies under the terms and provisions of such instruments either prior to, simultaneously with, or subsequent to any action taken by it hereunder. Assignee may take or release any other security for the performance of the obligations secured hereby, may release any party primarily or secondarily liable therefor, and may apply any other security held by it for the satisfaction of the obligations secured hereby without prejudice to any of its rights and powers hereunder.

11. **Further Assurances.** Assignor shall execute or cause to be executed such additional instruments (including, but not limited to, general or specific assignments of such Leases as Assignee may designate) and shall do or cause to be done such further acts, as Assignee may request, in order to permit Assignee to perfect, protect, preserve and maintain the assignment made to Assignee by this Assignment.

12. **Security Deposits.** Assignor acknowledges that Assignee has not received for its own account any security deposited by any tenant pursuant to the terms of the Leases and that Assignee assumes no responsibility or liability for any security so deposited.

13. **Severability.** If any provision of this Assignment is deemed to be invalid by reason of the operation of law, or by reason of the interpretation placed thereon by any administrative agency or any court, Assignee and Assignor shall negotiate an equitable adjustment in the provisions of the same in order to effect, to the maximum extent permitted by law, the purpose of this Assignment and the validity and enforceability of the remaining provisions, or portions or applications thereof, shall not be affected thereby and shall remain in full force and effect.

14. **Successors and Assigns.** This Assignment is binding upon Assignor and its legal representatives, successors and assigns, and the rights, powers and remedies of Assignee under this Assignment shall inure to the benefit of Assignee and its successors and assigns.

15. **Written Modifications.** This Assignment shall not be amended, modified or supplemented without the written agreement of Assignor and Assignee at the time of such amendment, modification or supplement.

16. **Duration.** This Assignment shall become null and void at such time as the Letters of Credit are cancelled and Assignor shall have fully paid and performed all of the other obligations secured hereby and by the other Reimbursement Documents.

17. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of Indiana.

18. **Notices.** All notices, demands, requests and other correspondence which are required or permitted to be given hereunder shall be deemed sufficiently given when delivered or mailed in the manner and to the addresses of Assignor and Assignee, as the case may be, as specified in the Mortgage.

19. **Waiver of Trial by Jury.** ASSIGNOR AND ASSIGNEE (BY ACCEPTANCE HEREOF), HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (a) UNDER THIS ASSIGNMENT OR ANY RELATED AGREEMENT OR UNDER ANY AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS ASSIGNMENT OR (b) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS ASSIGNMENT, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. ASSIGNOR AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST ASSIGNEE OR ANY OTHER PERSON INDEMNIFIED UNDER THIS ASSIGNMENT ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

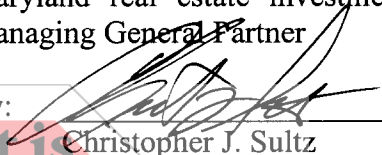


**IN WITNESS WHEREOF**, Assignor has executed and delivered this Assignment as of the day and year first above written.

**EAST CHICAGO ENTERPRISE CENTER LIMITED PARTNERSHIP**, an Illinois limited partnership

By: **PRIME GROUP REALTY, L.P.**, a Delaware limited partnership, its General Partner

By: **PRIME GROUP REALTY TRUST**, a Maryland real estate investment trust, its Managing General Partner

By:   
Christopher J. Sultz  
Senior Vice President

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STATE OF ILLINOIS     )  
  ) ss.  
COUNTY OF COOK     )

I, Nicole Kristin Genova a Notary Public in and for said County, in the State aforesaid, do hereby certify that **CHRISTOPHER J. SULTZ**, the Senior Vice President of **PRIME GROUP REALTY TRUST**, in its capacity as the Managing General Partner of Prime Group Realty, L.P., in its capacity as General Partner of **EAST CHICAGO ENTERPRISE CENTER LIMITED PARTNERSHIP**, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of **PRIME GROUP REALTY TRUST**, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal, this 28th day of December, 2001.

Nicole Kristin Genova  
NOTARY PUBLIC

(SEAL)

**Document is NOT OFFICIAL!**

Official Seal: NICOLE KRISTIN GENOVA, NOTARY PUBLIC, STATE OF ILLINOIS, MY COMMISSION EXPIRES 03/28/02

This Instrument Prepared by and to be Returned After Recording to:

**This Document is the property of the Lake County Recorder!**

Martin W. Salzman  
Schwartz, Cooper, Greenberger & Krauss, Chtd.  
180 North LaSalle Street, Suite 2700  
Chicago, Illinois 60601

**STOP**

RECORDER'S OFFICE  
SEAL  
INDIANA

**EXHIBIT A**

**Legal Description of Premises**

PARCEL 1:

AN IRREGULAR SHAPED PARCEL OF LAND SITUATED IN THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE COUNTY OF LAKE, IN THE STATE OF INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF A LINE PARALLEL TO AND ONE HUNDRED (100) FEET WEST OF THE EAST LINE OF SAID QUARTER SECTION WITH A LINE PARALLEL TO AND SEVEN HUNDRED NINETEEN (719) FEET DISTANT NORTH OF THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH ALONG SAID PARALLEL LINE, ONE HUNDRED (100) FEET WEST OF THE EAST LINE OF SAID QUARTER SECTION LINE, THE SAME BEING THE EAST LINE OF A PARCEL OF LAND CONVEYED TO INDIANA HARBOR BELT RAILROAD COMPANY BY EDWARD T. GLENNON ET UX., BY QUIT CLAIM DEED DATED DECEMBER 10, 1927, RECORDED JUNE 12, 1928 IN RECORD 422, PAGE 266, OF LAKE COUNTY, INDIANA, A DISTANCE OF TWO HUNDRED (200) FEET TO THE NORTH LINE OF THE PARCEL OF LAND CONVEYED BY AFOREMENTIONED DEED; THENCE WEST ALONG SAID NORTH LINE OF PARCEL OF LAND CONVEYED BY AFOREMENTIONED DEED A DISTANCE OF THIRTY-FIVE AND TWENTY HUNDREDTHS (35.20) FEET; THENCE SOUTHWESTERLY ON A STRAIGHT LINE A DISTANCE OF ONE HUNDRED FORTY SEVEN AND TEN HUNDREDTHS (147.10) FEET TO A POINT OF CURVE, SAID POINT OF CURVE BEING SEVENTY-FIVE AND SEVENTH-FIVE HUNDREDTHS (75.75) FEET WEST OF THE EAST LINE OF THE AFOREMENTIONED PARCEL OF LAND CONVEYED TO EDWARD T. GLENNON ET UX.; THENCE CONTINUING SOUTHWESTERLY ALONG A CURVED LINE, CONVEX TO THE NORTHWEST HAVING A RADIUS OF FIVE HUNDRED THIRTY ONE AND FORTY-FOUR HUNDREDTHS (531.44) FEET AND BEING TANGENT TO LAST DESCRIBED STRAIGHT LINE AT SAID POINT OF CURVATURE, AN ARC DISTANCE OF FIFTY-NINE AND THIRTEEN HUNDREDTHS (59.13) FEET, MORE OR LESS, TO A POINT IN THE SOUTH LINE OF LAND CONVEYED BY SAID QUIT-CLAIM DEED OF EDWARD T. GLENNON ET UX.; THENCE EAST ALONG SAID SOUTH LINE OF LAND CONVEYED BY SAID QUIT-CLAIM DEED OF EDWARD T. GLENNON ET UX., A DISTANCE OF EIGHTY—EIGHT AND EIGHTY-SEVEN HUNDREDTHS (88.87) FEET TO THE POINT OF BEGINNING.

PARCEL 2:

THE SOUTH HALF OF BLOCK 10, AS MARKED AND LAID DOWN ON THE RECORDED PLAT OF SUBDIVISION OF THE WEST 1317.5 FEET OF THE NORTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF EAST CHICAGO, AS SHOWN IN PLAT BOOK 2, PAGE 15, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID BLOCK 10, SAID POINT BEING THE NORTHEAST CORNER OF THE INTERSECTION OF THE EASTERLY SIDE OF TOD AVENUE WITH THE NORTHERLY SIDE OF 145TH STREET; THENCE EASTERLY ALONG THE NORTHERLY LINE OF 145TH STREET 432.5 FEET TO THE WESTERLY LINE OF RAILROAD AVENUE; THENCE NORTHERLY ALONG THE WESTERLY LINE OF RAILROAD AVENUE 289

FEET 8 INCHES TO THE SOUTHERLY SIDE OF RIGA PLACE; THENCE WESTERLY ALONG THE SOUTHERLY SIDE OF RIGA PLACE 432.5 FEET TO THE EASTERLY SIDE OF TOD AVENUE; THENCE SOUTHERLY ALONG THE EASTERLY SIDE OF TOD AVENUE 289 FEET 8 INCHES TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

PARCEL 3:

PART OF LOT 9, AS MARKED AND LAID DOWN ON THE RECORDED PLAT OF EAST CHICAGO, BEING A SUBDIVISION IN THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND P. M., IN THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA, AS THE SAME APPEARS OF RECORD IN PLAT BOOK 3, PAGE 57, IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, AND A PART OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHERE THE WESTERLY LINE OF THE RIGHT OF WAY OF THE CURVE TO THE NORTHEAST OF THE FORMER CHICAGO AND CALUMET TERMINAL RAILWAY COMPANY (NOW OWNED BY SOUTH CHICAGO AND SOUTHERN RAILROAD) INTERSECTS THE WEST LINE OF RAILROAD AVENUE; THENCE NORTH ALONG THE WEST LINE OF SAID RAILROAD AVENUE TO A POINT 170 FEET SOUTH OF THE SOUTH LINE OF 145TH STREET; THENCE WEST PARALLEL WITH AND 170 FEET SOUTH OF THE SOUTH LINE OF 145TH STREET A DISTANCE OF 120 FEET; THENCE NORTH PARALLEL WITH AND 120 FEET WEST OF THE WEST LINE RAILROAD AVENUE A DISTANCE OF 170 FEET TO THE SOUTH LINE OF 145TH STREET; THENCE WEST ALONG THE SOUTH LINE OF 145TH STREET TO A POINT THEREON 171 FEET EAST OF THE EAST LINE OF TOD AVENUE; THENCE SOUTH ALONG A LINE PARALLEL TO AND 171 FEET EAST OF THE EAST LINE OF TOD AVENUE A DISTANCE OF 100 FEET; THENCE WEST ALONG A LINE 100 FEET SOUTH OF AND PARALLEL WITH 145TH STREET A DISTANCE OF 30 FEET; THENCE SOUTH PARALLEL WITH AND 141 FEET EAST OF THE EAST LINE OF TOD AVENUE A DISTANCE OF 121 FEET, MORE OR LESS, TO A POINT ON THE SOUTH LINE OF PRENTISS AVENUE, EXTENDED ACROSS AND EASTWARD OF TOD AVENUE, WHICH IS 151 FEET EAST OF THE EAST LINE OF TOD AVENUE; THENCE EAST ALONG SAID SOUTH LINE OF PRENTISS AVENUE, SO EXTENDED, A DISTANCE OF 29 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH AND 170 FEET EAST OF THE EAST LINE OF TOD AVENUE A DISTANCE 130 FEET; THENCE WEST ALONG A LINE PARALLEL WITH AND 130 FEET SOUTH OF THE SOUTH LINE OF PRENTISS AVENUE SO EXTENDED, A DISTANCE OF 170 FEET TO THE EAST LINE OF TOD AVENUE; THENCE SOUTH ALONG THE EAST LINE OF TOD AVENUE TO THE POINT OF INTERSECTION OF SAID EAST LINE OF TOD AVENUE WITH THE SOUTH LINE OF COMMERCE PLACE, ALSO KNOWN AS JOHNSON STREET, EXTENDED ACROSS TOD AVENUE; THENCE WEST ALONG THE SOUTH LINE OF SAID COMMERCE PLACE, ALSO KNOWN AS JOHNSON STREET, A DISTANCE 110 FEET; THENCE SOUTH ALONG A LINE PARALLEL TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29 A DISTANCE OF 50 FEET TO THE NORTH LINE OF THE MAIN LINE RIGHT OF WAY OF THE FORMER STATE LINE AND INDIANA CITY RAILROAD COMPANY (NOW OWNED BY THE SOUTH CHICAGO AND SOUTHERN RAILROAD); THENCE EAST ALONG SAID NORTH LINE OF SAID STATE LINE AND INDIANA CITY RAILROAD COMPANY'S MAIN LINE RIGHT OF WAY TO THE WESTERLY LINE OF THE RIGHT OF WAY OF SAID CHICAGO AND CALUMET TERMINAL RAILWAY COMPANY'S CURVE TO THE NORTHEAST; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE OF THE RIGHT OF WAY OF SAID CHICAGO AND CALUMET TERMINAL RAILWAY COMPANY'S CURVE TO THE NORTHEAST

TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART THEREOF LYING WEST OF THE EAST LINE OF TOD AVENUE, IN THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA, ALSO EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL:

A RECTANGULAR SHAPED PARCEL OF LAND 30 FEET NORTH AND SOUTH AND 120 FEET EAST AND WEST CONTIGUOUS TO ANOTHER RECTANGULAR SHAPED PARCEL OF LAND OWNED BY NORTHERN INDIANA PUBLIC SERVICE COMPANY 170 FEET NORTH AND SOUTH 120 FEET EAST AND WEST IN THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, MORE FULLY DESCRIBED AS BEGINNING AT A POINT 170 FEET SOUTH OF THE SOUTH LINE OF 80 FOOT WIDE DEDICATED 145<sup>TH</sup> STREET WHICH POINT IS 210 FEET SOUTH OF THE CENTER LINE OF SAID 145<sup>TH</sup> STREET, ALL IN THE WEST LINE OF DEDICATED 80 FOOT WIDE RAILROAD AVENUE; THENCE CONTINUING SOUTH ON THE WEST LINE OF SAID RAILROAD AVENUE 30 FEET; THENCE WEST ON A LINE PARALLEL TO AND 200 FEET SOUTH OF THE SOUTH LINE OF SAID 145<sup>TH</sup> STREET, 120 FEET; THENCE NORTH ON A LINE PARALLEL TO AND 120 FEET WEST OF THE WEST LINE OF SAID RAILROAD AVENUE 30 FEET; THENCE EAST ON A LINE PARALLEL TO AND 170 FEET SOUTH OF THE SOUTH LINE OF SAID 145<sup>TH</sup> STREET, 120 FEET TO THE POINT OF BEGINNING, ALL IN EAST CHICAGO, NORTH TOWNSHIP, LAKE COUNTY, INDIANA.

PARCEL 4:

(A) PART OF A PARCEL OF LAND SITUATED IN THE CITY OF EAST CHICAGO, LAKE COUNTY, STATE OF INDIANA, LOCATED IN THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND P.M., BEING LAND CONVEYED TO C. AND C. T. RY. (PREDECESSOR OF THE B. AND O. C. T. R. R.) BY STANDARD STEEL AND IRON COMPANY DEEDS OF AUGUST 31, 1888 AND OF JUNE 7, 1890 AND RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY IN BOOK 44, PAGE 166, AND IN BOOK 47, ON PAGE 521 RESPECTIVELY, SAID PARCEL OF LAND LYING SOUTHERLY OF AND ADJACENT TO LANDS CONVEYED TO C. AND C. T. RY., BY STANDARD STEEL AND IRON COMPANY BY DEED OF APRIL 2, 1890, RECORDED IN THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, IN BOOK 47, PAGE 483, SAID PARCEL BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE PARCEL OF LAND CONVEYED BY STANDARD STEEL AND IRON COMPANY BY SAID DEED OF APRIL 2, 1890, WITH THE PRESENT EAST LINE OF RAILROAD AVENUE, THENCE RUNNING EASTERLY ALONG SAID SOUTH LINE OF PROPERTY CONVEYED BY SAID DEED OF APRIL 2, 1890, A DISTANCE OF 525.8 FEET TO A POINT; THENCE SOUTHWESTERLY ALONG A CURVED LINE WITH A RADIUS OF 459.3 FEET, CONVEX TO THE NORTHWEST, A DISTANCE OF 610 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF CHICAGO AVENUE, SAID POINT BEING 86.3 FEET EAST OF THE INTERSECTION OF SAID NORTH LINE OF CHICAGO AVENUE, WITH THE EAST LINE OF RAILROAD AVENUE; THENCE WESTWARDLY ALONG THE NORTH LINE OF CHICAGO AVENUE, A DISTANCE OF 86.3 FEET TO THE EAST LINE OF RAILROAD AVENUE; THENCE NORTHWARDLY ALONG THE EAST LINE OF RAILROAD AVENUE A DISTANCE OF 349.9 FEET, MORE OR LESS, TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PART THEREOF LYING WESTERLY OF A CURVED LINE 15 FEET EASTERLY FROM THE CENTER LINE OF THE EASTERLY TRACK OF BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD AS LOCATED NORTH OF

CHICAGO AVENUE AND EAST OF RAILROAD AVENUE, ON MAY 9, 1957;

AND ALSO A PARCEL OF LAND DESCRIBED AS: (B) PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA; BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF CHICAGO AVENUE IN SAID CITY OF EAST CHICAGO, WITH A LINE PARALLEL TO AND 630 FEET WEST OF THE EAST LINE OF SAID SECTION 29; THENCE NORTH ON LAST DESCRIBED LINE 349.5 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE 75 FOOT RIGHT OF WAY OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY; THENCE WEST ON SAID RIGHT OF WAY LINE 159.25 FEET, MORE OR LESS, TO THE POINT OF CURVE; THENCE SOUTHWESTERLY ON CURVE TANGENT TO THE LAST DESCRIBED LINE AND CONVEX TO NORTHWEST WITH A RADIUS OF 459.3 FEET A DISTANCE OF 387.35 FEET, MORE OR LESS, TO A POINT 195.53 FEET NORTH ON THE NORTH LINE OF CHICAGO AVENUE, AND 186.3 FEET EAST OF EAST LINE OF RAILROAD AVENUE; THENCE SOUTH ON A LINE PARALLEL TO THE EAST LINE OF SAID SECTION 29, 195.53 FEET TO A POINT IN THE NORTH LINE OF CHICAGO AVENUE; SAID POINT BEING 186.3 FEET EAST OF THE EAST LINE OF RAILROAD AVENUE; THENCE EAST ON THE NORTH LINE OF CHICAGO AVENUE, AFORESAID, 500 FEET MORE OR LESS TO THE POINT OF BEGINNING, EXCEPTING FROM THE ABOVE TRACTS (A AND B) OF LAND THE FOLLOWING:

PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND PRINCIPAL MERIDIAN IN THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA, BEGINNING AT THE POINT OF INTERSECTION OF THE NORTH LINE OF CHICAGO AVENUE IN SAID CITY OF EAST CHICAGO, WITH A LINE PARALLEL TO AND 630 FEET WEST OF THE EAST LINE OF SAID SECTION 29; THENCE NORTH ON THE LAST DESCRIBED LINE 349.5 FEET MORE OR LESS, TO THE SOUTH LINE OF THE 75 FOOT RIGHT-OF-WAY LINE OF THE BALTIMORE AND OHIO CHICAGO TERMINAL RAILROAD COMPANY; THENCE WEST ON THE SAID RIGHT-OF-WAY LINE A DISTANCE OF 476.26 FEET TO A POINT 208.79 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF RAILROAD AVENUE; THENCE SOUTH 213.77 FEET TO A POINT 210.12 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF RAILROAD AVENUE; THENCE WEST PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF CHICAGO AVENUE A DISTANCE OF 23.82 FEET TO A POINT 186.3 FEET EAST OF THE EAST RIGHT-OF-WAY LINE OF RAILROAD AVENUE; THENCE SOUTH ALONG A LINE PARALLEL TO THE EAST RIGHT-OF-WAY WAY LINE OF RAILROAD AVENUE A DISTANCE OF 136 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF CHICAGO AVENUE; THENCE EASTERLY, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 500 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

PART OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH MARKS THE INTERSECTION OF THE NORTH LINE OF CHICAGO AVENUE IN THE CITY OF EAST CHICAGO, WITH THE EASTERLY LINE OF THE LAND OWNED BY THE CHICAGO TERMINAL TRANSFER RAILWAY COMPANY, SAID POINT BEING 86.3 FEET EAST OF THE EAST LINE OF RAILROAD AVENUE, RUNNING EAST ON THE NORTH LINE OF CHICAGO AVENUE CHICAGO AVENUE 100 FEET; THENCE ON AN ANGLE

89 DEGREES 09 MINUTES TO THE LEFT AND RUNNING NORTH PARALLEL WITH THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 196.7 FEET TO SAID EASTERLY LINE; THENCE SOUTH WESTERLY ON SAID LINE, WHICH IS A CURVE CONVEX ON THE NORTHWESTERLY SIDE WITH A RADIUS OF 459.3 FEET, A DISTANCE OF 224.2 FEET TO THE PLACE OF BEGINNING, IN THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA, EXCEPTING THEREFROM ALL OF THE LAND LYING SOUTH OF A LINE 136 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF CHICAGO AVENUE.

PARCEL 6:

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 100 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE EAST AND WEST QUARTER LINE OF SECTION 29; THENCE NORTH 719 FEET ALONG THE WEST LINE OF WATERWAY PARALLEL TO THE EAST LINE OF SAID SECTION 29; THENCE WEST PARALLEL TO THE EAST AND WEST CENTER LINE OF SAID SECTION 29, 199.15 FEET TO THE PLACE OF BEGINNING OF IRREGULARITY; THENCE NORTHWESTERLY ON A CURVE HAVING A RADIUS OF 218.96 FEET, A DISTANCE OF 195.3 FEET AND INTERSECTING A LINE PARALLEL TO THE EAST AND WEST SECTION LINE AND 168.61 FEET WEST OF THE POINT OF BEGINNING OF IRREGULARITY, SAID POINT OF INTERSECTION BEING 82 FEET NORTH OF LAST DESCRIBED EAST AND WEST LINE; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 18 FEET; THENCE PARALLEL TO AND 819 FEET NORTH OF THE EAST AND WEST QUARTER LINE OF SAID SECTION 29, A DISTANCE OF 770.5 FEET TO THE EAST LINE OF THE RIGHT OF WAY OF THE CHICAGO TERMINAL TRANSFER RAILROAD COMPANY; THENCE SOUTH ALONG THE EAST LINE OF AFORESAID RIGHT OF WAY OF THE CHICAGO TERMINAL TRANSFER RAILROAD COMPANY AND PARALLEL TO THE EAST LINE OF SECTION 29, A DISTANCE OF 761.8 FEET TO POINT OF CURVE, THENCE ON A CURVE CONVEX TO SOUTHWEST WITH A RADIUS OF 573.7 FEET, THE SAME BEING THE NORTHEAST LINE OF THE RIGHT OF WAY OF THE CHICAGO TERMINAL TRANSFER RAILROAD COMPANY, A DISTANCE OF 262.3 FEET, THENCE EAST PARALLEL WITH AND 196 FEET FROM THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 29, A DISTANCE OF 1080.8 FEET MORE OR LESS, TO THE WEST LINE OF THE WATERWAY; THENCE NORTH ALONG THE WEST LINE OF THE WATERWAY AND PARALLEL TO THE EAST LINE OF SAID SECTION 29, A DISTANCE OF 196 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM THAT PORTION LYING WEST OF THE EAST LINE OF PROPERTY CONVEYED BY THE STANDARD STEEL AND IRON COMPANY TO THE EAST CHICAGO BELT RAILROAD COMPANY BY DEED DATED JULY 11, 1896 AND RECORDED ON JULY 30, 1896, IN BOOK 79, PAGE 150 TO 153, INCLUSIVE, ALL IN THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT 266 FEET WEST OF THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER ON THE EAST AND WEST QUARTER LINE OF SAID SECTION 29; THENCE SOUTH ALONG THE WEST LINE OF THE RIGHT OF WAY 196 FEET; THENCE EAST PARALLEL TO AND 196 FEET SOUTH OF EAST AND WEST QUARTER SECTION LINE A DISTANCE OF 76.52 FEET TO THE EAST LINE OF RIGHT OF WAY; THENCE NORTH 915 FEET PARALLEL TO THE WEST LINE OF SAID SECTION 29; THENCE WEST ON A LINE PARALLEL TO AND 719 FEET NORTH OF THE EAST AND WEST LINE OF SAID SECTION 29, 98.52 FEET;

THENCE SOUTHEASTERLY ON A STRAIGHT LINE TO A POINT IN THE WEST LINE OF THE RIGHT OF WAY, OF THE INDIANA HARBOR BELT RAILROAD COMPANY 50 FEET SOUTH OF THE LAST DESCRIBED LINE; THENCE SOUTH 669 FEET FROM SAID POINT ALONG THE WEST LINE OF THE RIGHT OF WAY OF THE INDIANA HARBOR BELT RAILROAD TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

PARCEL 7:

PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ONE HUNDRED (100) FEET WEST AND ONE HUNDRED NINETY-SIX (196) FEET SOUTH OF THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 29; THENCE WEST ON A LINE PARALLEL TO AND ONE HUNDRED NINETY-SIX (196) FEET SOUTH OF THE NORTH LINE OF SAID SOUTHEAST QUARTER OF SECTION 29 FOR A DISTANCE OF ONE THOUSAND EIGHTY-ONE AND FIVE TENTHS (1081.5) FEET TO THE EASTERLY LINE OF THE RIGHT OF WAY OF THE CHICAGO AND CALUMET TERMINAL RAILWAY COMPANY; THENCE SOUTHEASTERLY ALONG THE RIGHT OF WAY OF SAID RAILROAD COMPANY ON A CURVE CONVEX TO THE SOUTHWEST, WITH A RADIUS OF FIVE HUNDRED SEVENTY-THREE AND SEVEN TENTHS (573.7) FEET FOR A DISTANCE OF FOUR HUNDRED SEVEN AND FOUR-TENTHS (407.4) FEET TO THE NORTH LINE OF THE RIGHT OF WAY OF THE STATE LINE AND INDIANA CITY RAILWAY COMPANY; THENCE EASTERLY ALONG THE NORTH LINE OF SAID RAILWAY COMPANY, FOR A DISTANCE OF SEVEN HUNDRED NINETY AND FIVE-TENTHS (790.5) FEET MORE OR LESS TO A POINT ONE HUNDRED (100) FEET WEST OF THE EAST LINE OF SECTION 29 AFORESAID; THENCE NORTH A DISTANCE OF TWO HUNDRED FORTY-TWO AND FIFTY-THREE ONE HUNDREDTHS (242.53) FEET MORE OR LESS TO THE PLACE OF BEGINNING, EXCEPTING THEREFROM THAT PORTION LYING WEST OF THE EAST LINE OF PROPERTY CONVEYED BY THE STANDARD STEEL AND IRON COMPANY TO THE EAST CHICAGO BELT RAILROAD COMPANY BY DEED DATED JULY 11, 1896 AND RECORDED ON JULY 30, 1896, IN BOOK 79, PAGE 150 TO 153, INCLUSIVE, ALL IN THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

A STRIP OF LAND 66 FEET WIDE ACROSS THE EAST HALF OF SECTION 29, TOWNSHIP 37 NORTH, RANGE 9 WEST OF THE 2ND P. M., LAKE COUNTY, INDIANA, SAID STRIP BEING 33 FEET ON EACH SIDE OF A CENTER LINE DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF SAID SECTION 29, WHICH IS 233 FEET WEST OF THE EAST LINE OF SAID SECTION 29, THENCE NORTHERLY PARALLEL WITH AND 233 FEET WESTERLY FROM THE EAST LINE OF SAID SECTION 29, TO A POINT WHICH IS 1,320 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 29, THENCE NORTHWESTERLY BY A CURVE CONVEXED TO THE NORTHEAST WITH A RADIUS OF 2,865 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 29, WHICH IS 558.2 FEET WEST OF THE EAST LINE OF SAID SECTION 29, ALL IN THE CITY OF EAST CHICAGO, LAKE COUNTY, INDIANA.

PIN: 30-29-33, 30-90-13, 31-35-2, 31-37-5, 31-37-10, 31-37-19, 31-37-21 and 31-37-24 (Tax Unit No. 24)

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