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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2004 040934

2004 MAY 18 AM 10:11

Prior Deed Reference: 2004-040932  
Warranty Deed recorded in Book \_\_\_\_, Page  
\_\_ on MAY 18, 2004

TERMINATION OF GROUND SUBLEASE AND BUILDING LEASE

THIS TERMINATION AGREEMENT is made as of April 5<sup>th</sup>, 2004 (the "Effective Date"), by and between SIMON PROPERTY GROUP, L.P., a Delaware limited partnership, successor in interest to Griffith Plaza Company, a Delaware limited partnership, whose address is 115 West Washington Street, Suite 1500, Indianapolis, Indiana ("SPG") and JEDI'S GARDEN, INC., an Indiana corporation, having a business address of Griffith Park Plaza, 444 West Ridge Road, Griffith, Indiana 46319 ("Jedi's").

RECITALS:

A. SPG is the owner of the land in the City of Griffith, Lake County, Indiana, legally described in Exhibit A attached hereto (the "Parcel").

B. Jedi's is Tenant of a Parcel and Building ("Premises") under that certain Ground Sublease and Building Lease dated June 7, 1983 by and between Tenant as Successor in interest to George Karuntzos and SPG as Successor in interest to Griffith Plaza Company, as Landlord, as amended or changed by the following documents (a) Agreement Setting Lease Term dated October 18, 1983; (b) Letter Agreement dated March 11, 1993; (c) Letter Agreement dated April 25, 1996; and (d) Lease Amendment dated December 30, 2003, (the "Lease");

C. Concurrently with the execution and delivery of this Termination Agreement, Jedi's is acquiring from SPG fee title to the Parcel pursuant to a Real Estate Sale Contract between them dated as of December 30, 2003 (the "Sale Contract"); and

D. WHEREAS, SPG and Jedi's desire to terminate and cancel the Lease and, in conjunction with the closing of the transaction under the Sale Contract, to release each other from their respective obligations under the Lease to the extent provided herein.

NOW, THEREFORE, in consideration of mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Termination. The Lease shall be terminated and cancelled as of 11:59 p.m. on the date of the closing of the sale contemplated by the Sale Contract (the "Termination Date").

**HOLD FOR MERIDIAN TITLE CORP**

27631203

Return to

Interstate Title Services  
1897 Palm Beach Lakes Blvd. Ste. 125  
West Palm Beach, Fl. 33409

G-0

I-10025

19 DG  
MT

2. Mutual Release. Upon the Termination Date, Landlord and Tenant shall be released and discharged from their respective obligations under the Lease, and neither party shall have any further liability under the Lease, excluding, however, (i) the obligations of Tenant attributable to any period of the Lease on or prior to the Termination Date, (ii) any obligations of Tenant under the Lease which survive termination thereof; and (iii) except for the obligations of Jedi's to SPG under the Indemnity given by Jedi's for the benefit of SPG dated as of the date of the closing of the sale contemplated by the Sale Contract and delivered at Closing.

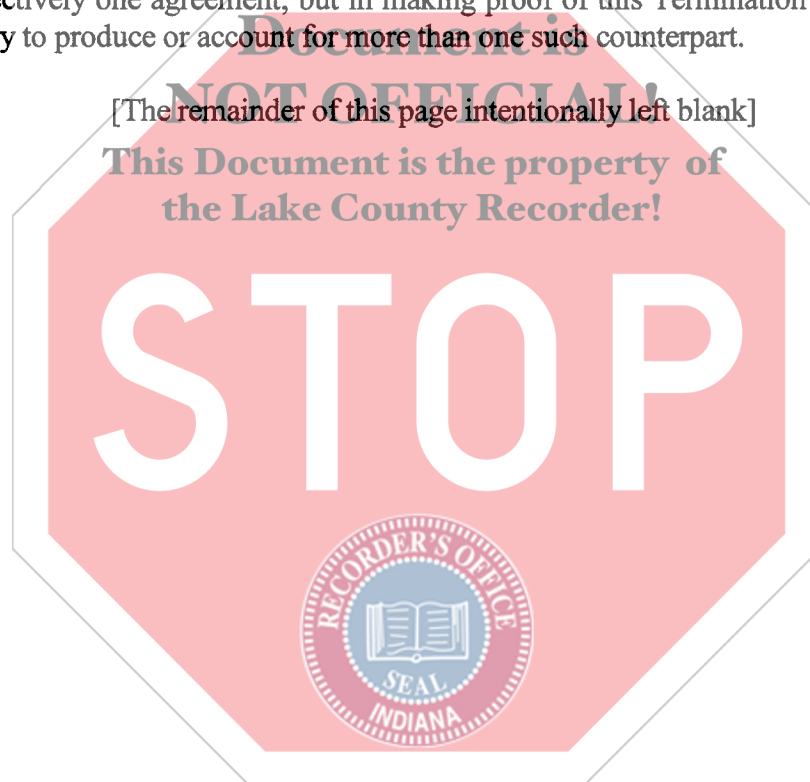
3. Binding Effect. This Termination Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective predecessors, successors and assigns.

4. Governing Law. This Termination Agreement shall be construed for all purposes in accordance with, and shall be governed by, the laws of the State of Indiana.

5. Headings. The headings preceding the text of the paragraphs hereof are inserted solely for convenience of reference and shall not constitute a part of this Termination Agreement, nor shall they affect its meaning, construction or effect.

6. Counterparts. This Termination Agreement may be executed in multiple identical counterparts, each of which for all purposes shall be deemed an original, and all of which shall constitute collectively one agreement; but in making proof of this Termination Agreement, it shall not be necessary to produce or account for more than one such counterpart.

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

SIMON PROPERTY GROUP, L.P., a Delaware limited partnership

By: SIMON PROPERTY GROUP, INC., a Delaware corporation, General Partner

By: [Signature]  
Name: DAVID SIMON  
Title: CHIEF EXECUTIVE OFFICER

STATE OF INDIANA )  
 ) SS.  
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared DAVID SIMON personally known to me, and to me known to be the CHIEF EXECUTIVE OFFICER of Simon Property Group, Inc., a Delaware corporation, general partner of Simon Property Group, L.P., a Delaware limited partnership, who acknowledged his execution of the foregoing instrument for and on behalf of said corporation by authority of its Board of Directors, said corporation being duly authorized to execute the foregoing instrument for and on behalf of said limited partnership.

WITNESS my hand and Notarial Seal this 6 day of APRIL, 2004.



[Signature]  
Notary Public

\_\_\_\_\_  
(Printed Name)

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_



JEDI'S GARDEN, INC., an Indiana corporation

By:

KOSTAS PARLIANOS

Printed:

KOSTAS PARLIANOS

Title:

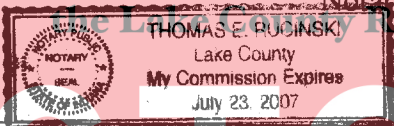
PRES.

STATE OF INDIANA )  
COUNTY OF LAKE ) SS.

Before me, a Notary Public in and for said County and State, personally appeared KOSTAS PARLIANOS personally known to me, and to me known to be the Pres and \_\_\_\_\_ of JEDI'S GARDEN, INC., an Indiana corporation, who acknowledged his execution of the foregoing instrument for and on behalf of said corporation by authority of its Board of Directors.

WITNESS my hand and Notarial Seal this 7th day of April, 2004.

Thomas E. Rucinski  
Notary Public



(Printed Name)

My Commission Expires: \_\_\_\_\_  
My County of Residence: \_\_\_\_\_

This instrument prepared by and after recording return to: Elizabeth T. Young, Esq., Attorney at Law, Robinson Wolenty & Young, LLP, 8888 Keystone Crossing, Suite 710, Indianapolis, Indiana 46240.

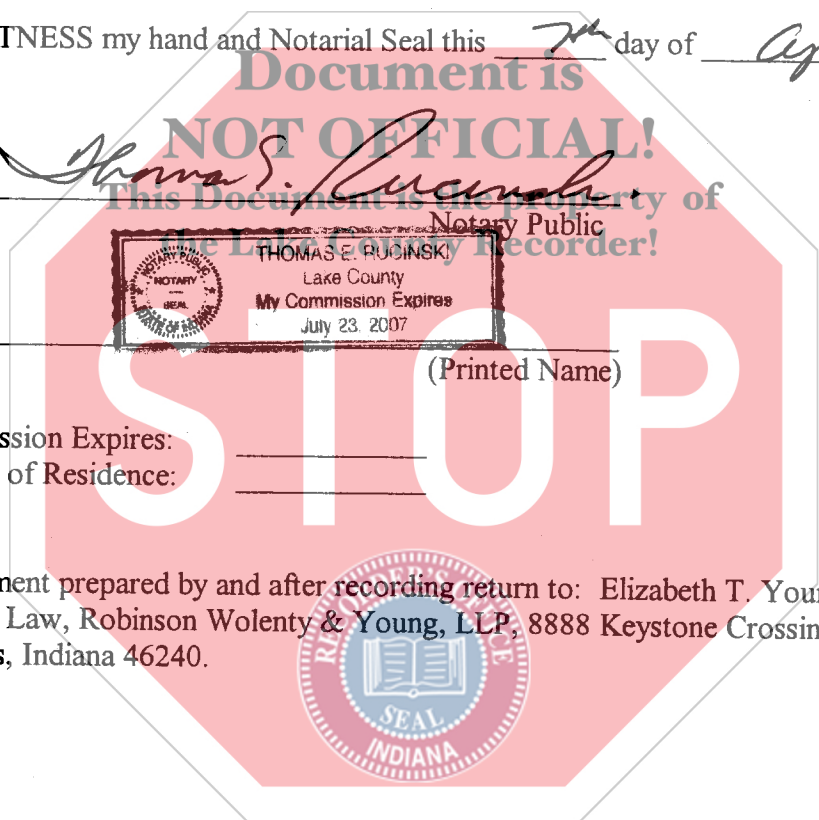


Exhibit A

To Termination Agreement of Ground Lease

Legal Description of the Parcel



EXHIBIT A

LEGAL DESCRIPTION

GRIFFITH, INDIANA

That part of the Southwest Quarter of section 23, and the Northwest Quarter of Section 26, all in Township 26 North, Range 9 West of the Second Principal Meridian, described as follows: Commencing at the intersection of the South Line of said Section 23 and the East right-of-way line of Cline Avenue as dedicated; thence North  $15^{\circ}02'30''$  West 74.09 feet; thence due North 80 feet all along said Easterly right-of-way line; thence due East 273.98 feet; thence due South 250.43 feet to the North right-of-way line of Ridge Road; thence North  $81^{\circ}00'44''$  West 150 feet along last said line; thence North  $60^{\circ}06'51''$  West 117.74 feet; thence North  $15^{\circ}02'30''$  West 17.37 feet to the place of beginning, all in the Town of Griffith, Lake County, Indiana, containing in all 1.342 acres, more or less.

