ASSIGNMENT OF INGRESS AND EGRESS EASEMENT

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THIS ASSIGNMENT OF INGRESS AND EGRESS EASEMENT (the "Assignment") is made and entered this 29th day of December, 2003, by and between ATG Development Company, LLC, an Indiana limited liability company ("Assignor"), and the Cambridge Center Commercial Association, Inc., an Indiana nonprofit corporation ("Assignee").

- A. Reference is made to that certain Cambridge Center Commercial Association Declaration of Easements and Restrictions, by Assignor, dated April 29, 2003, and recorded in the Office of the Recorder of Lake County, Indiana on May 6, 2003 as Document No. 2003 046034 (the "Declaration").
- B. Pursuant to the Declaration, Assignor will simultaneously with the execution of this Assignment transfer to Assignee all of Assignor's right, title and interest as "Grantee" in, to and under that certain Ingress and Egress Easement, by and between Lake Business Center, LLC, a Delaware limited liability company, as Grantor, and Assignor, as Grantee, dated April 9, 2003, and recorded in the Office of the Recorder of Lake County, Indiana on April 10, 2003 as Document No. 2003 036836 (the "Easement"), with respect to the easement parcel legally described on Exhibit A attached hereto and made a part hereof (the "Easement Premises").
- C. Assignor agrees to assign all of its right, title and interest in, to and under the Easement to Assignee, and Assignee agrees to accept such assignment upon the terms and conditions of this Assignment.
- NOW, THEREFORE, in consideration of the recitals above, the mutual covenants contained herein and other good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:
- Assignor hereby assigns and transfers all of its right, title and interest in, to and under the Easement to Assignee, and Assignee hereby accepts the foregoing assignment and assumes all of the obligations of Assignor as "Grantee" pursuant to the Easement arising from and after the date hereof.
- 2. Assignor covenants and agrees to indemnify, defend, and hold harmless Assignee from and against any actions, suits, proceedings or claims, and all costs and expenses (including without limitation reasonable attorneys' fees and costs) incurred in connection therewith, based upon or arising out of any breach or alleged breach of the Easement by Assignor occurring or alleged to have occurred before the date of this Assignment.
- 3. Assignee covenants and agrees to indemnify, defend, and hold harmless Assignor from and against any actions, suits, proceedings or claims, arid all costs and expenses (including without limitation reasonable attorneys' fees and costs) incurred in connection therewith, based upon or arising out of any breach or alleged breach of the Easement by Assignee occurring or alleged to have occurred from and after the date of this Assignment.
 - 4. This Assignment is made pursuant to the Declaration.

JUN 7 2004

STEPHEN R. STIGLICH LAKE COUNTY AUDITOR 000567

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5. All notices to be given pursuant to this Assignment will be sufficient if given by personal service, or by guaranteed overnight delivery service, or by telecopy, or by postage prepaid mailing by certified or registered mail with return receipt requested, to the parties as set forth below, or to such other address as a party may request by notice given pursuant to this section. Any time period provided in the giving of any notice hereunder shall commence upon the date of personal service, the day after delivery to the guaranteed overnight delivery service, the day after sending the telecopy, or two (2) days after mailing certified or registered mail. However, any failure to give notice in accordance with the terms of this section will not invalidate such notice if such notice was in fact in writing and actually received by the party to whom it was directed.

Assignor: ATG Development Company, LLC

One Professional Center, Suite 304

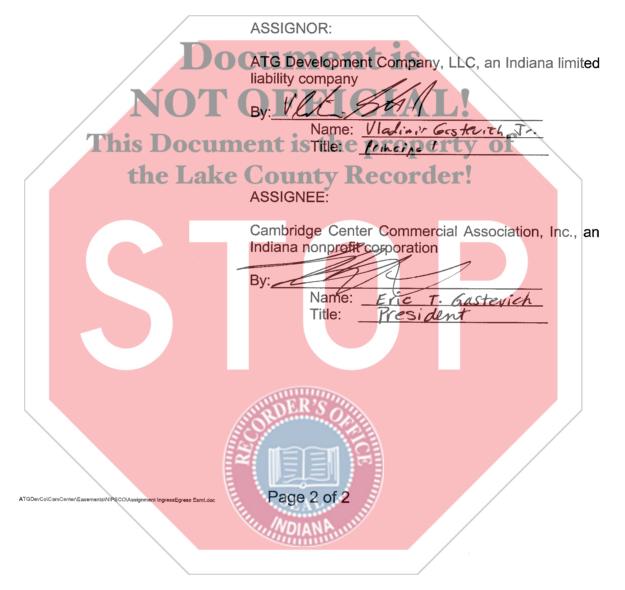
Crown Point, Indiana 46307

Assignee: Cambridge Center Commercial Association, Inc.

One Professional Center, Suite 304 Crown Point, Indiana 46307

6. This Assignment shall be binding on and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date first written above.



STATE OF <u>Indiana</u>) ss:
county of <u>lake</u>) ss:
The foregoing instrument was acknowledged before me this 29 day of December, 2003, by Vladimir Gastevich, Jr., Principal of ATG Development Company, LLC, an Indiana limited liability company, on behalf of the company.
May Mount Notary Public
My commission Expires: <u>June 25, 2008</u> Resident of <u>Jas per</u> County
Tindia
STATE OF Indiana) SS:
COUNTY OF Lake)
Document is
The foregoing instrument was acknowledged before me this 29 day of Comber, 2003, by Eric T. Gastevich, President of Cambridge Center Commercial Association, Inc., an Indiana nonprofit corporation, on behalf of the
company. This Document is the property of
the Lake County Kindy My Junes
My commission Expires: June 25, 2008 Resident of Japoer County
Resident of Japper County
This instrument prepared by:
Vladimir Gastevich
One Professional Center, Suite 304 Crown Point, IN 46307
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EXHIBIT A

INGRESS/EGRESS EASEMENT FOR CAMBRIDGE CENTER

DESCRIPTION: Part of the Northeast Quarter of Section 25, Township 36 North, Range 10 West of the Second Principal Meridian, more particularly described as follows: Commencing at the Northeast corner of said Northeast Quarter; thence South 01°54′55″ West, along the East line of said Northeast Quarter, a distance of 754.65 feet to the point of beginning; thence continuing South 01° 54′55″ West along said East line, a distance of 53.00 feet; thence North 88° 03′ 15″ West along the South edge of an existing high back curb, a distance of 345.00 feet; thence North 01° 54′ 55″ East, a distance of 155.23 feet; thence South 88° 17′ 28″ East, a distance of 30.00 feet; thence South 01° 54′ 55″ West, a distance of 102.36 feet; thence South 88° 03′ 15″ East along the North edge of an existing high back curb and extension thereof, a distance of 315.00 feet to the point of beginning, excepting therefrom that part lying within Calumet Avenue Right-of-Way (100 feet wide), all in the Town of Munster, Lake County, Indiana.

PREPARED FOR:

ATG Corporation

PREPARED BY:

Torrenga Engineering, Inc.

JOB NO.:

5029-03

DATE:

February 14, 2003

