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BEACON HILL RETAIL CENTER (PHASE ONE) DECLARATION OF RECIPROCAL EASEMENTS AND OPERATING COVENANTS

This Declaration of Reciprocal Easements and Operating Covenants ("REA") is made this third day of June, 2005 by I-65 Partners, LLC, an Indiana Limited Liability Company (the "Developer").

RECITALS

WHEREAS, Developer is the owner in fee simple of certain real estate situated in the City of Crown Point, Lake County, Indiana (the "City"), which has been subdivided by the recordation of the Final Subdivision Plat, Beacon Hill Phase One in the Office of the Recorder of Lake County, Indiana (the "Plat"), which real estate is more particularly described as follows:

Lots 1 through 14, inclusive, Beacon Hill - Phase One an Addition to the City of Crown Point, Indiana, as per plat thereof recorded in Plat Book 097, page 46, in the Office of the Recorder of Lake County, Indiana.

(individually a "Lot", and collectively the "Lots"); and

WHEREAS, Developer intends that the Lots be developed and improved as an integrated shopping center (the "Center"), pursuant to a site plan, attached hereto and incorporated herein as Exhibit "A" (the "Site Plan");

WHEREAS, Developer intends to sell or lease certain Lots and/or portions thereof to purchasers and lessees who will construct and operate retail business on such Lots;

WHEREAS, Developer desires to provide for the construction, maintenance and operation of the common areas, the buildings and other improvements to be situated in the Center, and in that regard and for that purpose, to impose certain easements, restrictions and operating covenants upon the Lots.

NOW, THEREFORE, for good and valuable consideration, including the promises, covenants, and agreements herein contained, it is hereby declared:

FILED

JUN 22 2005

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

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ARTICLE 1
DEFINITIONS

As used in this REA, the following terms have the following meanings:

Section 1.1 Accounting Period. "Accounting Period" means any period beginning on January 1 of each year and ending on the following December 31. However, the first Accounting Period shall begin on the date that the first store in the Center opens for business and shall end on the next following December 31.

Section 1.2 Allocable Shares. The "Allocable Share" of the Common Area Maintenance Cost for each Lot shall be an amount equal to the sum of each of the percentage amounts in the Common Area Maintenance categories for such Lot as set forth on Exhibit "B" attached hereto and incorporated herein, for an Accounting Period, or portion thereof.

Section 1.3 Center. "Center" means the Lots, together with all buildings and other improvements constructed at any time thereon, which Center shall be known as the "Beacon Hill Retail Center".

Section 1.4 Common Area. "Common Area" means all areas within the boundaries of the Center, created for the use of all Occupants and their Permittees, including, but not limited to: (a) sidewalks; (b) landscaped and planted areas depicted on the Site Plan; (c) all curbs and lighting standards, traffic and directional signs and traffic striping and markings; and (d) all Common Area Improvements. Specifically excluded from the definition of "Common Area" are the following: (i) the building pad of any Store prior to or during construction of said Store; (ii) any Store; (iii) truck loading zones, garbage collection areas and refuge/dumpster facilities of any Store; (iv) any part of Lots 1 through 8, inclusive, or any improvement located on Lots 1 through 8, inclusive, except for Common Area Improvements; (v) any landscaped and/or planted areas that are not depicted as such on the Site Plan; and, (vi) the storm water drainage facilities located on Lot 14, except as otherwise provided in Article 23.

Section 1.5 Common Area Access Roadways. "Common Area Access Roadways" means roadways to provide vehicular access to and from and ingress and egress to and from each Lot and in and out of the Parking Area and to streets and highways adjacent to the Center, including entrances and exits and service drives all as depicted on the Site Plan and so noted thereon as "INGRESS/EGRESS" .

Section 1.6 Common Area Improvements. "Common Area Improvements" means all improvements, including but not limited to the Parking Area, Common Utility Facilities, Common Area Access Roadways and Common Signage, hereinafter constructed on the Center by Developer to be used in common by all Occupants and their Permittees, whether or not located wholly or in part in the Common Area.

Section 1.7 Common Area Maintenance Cost. "Common Area Maintenance Cost" means all monies paid out by Developer during an Accounting Period, or portion thereof, for:

Costs and expenses actually incurred and directly relating to the operation, maintenance, repair, restoration, replacement and insuring of the Common Area as required by this REA, specifically excluding however: (a) costs and expenses of original construction of the Common Area; (b) tax and accounting depreciation of any kind, except accounting depreciation (straight line method over the standard useful life of the capital asset) of machinery and equipment used solely at the Center and in the maintenance of the Common Area thereof; and (c) any and all costs and expenses relating to the repair, restoration, replacement or modification of the Common Area, or any portion thereof, due to fire or other casualty, or due to condemnation, or modification thereof, whether or not the cost thereof may be considered to be a capital repair cost or expenditure; plus an additional amount equal to ten percent (10%) of the above-referenced costs and expenses as compensation to Developer for the services rendered pursuant to Article 9 hereof. Capital repair costs for the Common Area shall not include the above-referenced ten (10%) compensation to Developer but instead, shall bear an additional amount equal to four percent (4%) as compensation to Developer.

Section 1.8 Common Area Work. "Common Area Work" means all of the work necessary to complete all Common Area Improvements.

Section 1.9 Common Utility Facilities. "Common Utility Facilities" means all storm drainage facilities, detention/retention ponds that are not dedicated to the City, except as otherwise provided in Article 23, sanitary sewer systems, gas and electric systems, water systems, fire protection installations and underground utility cables, situated within the utility easements shown on the Plat and/or within the Common Area of the Center, not located within or under a Store, which are installed for the benefit of the Center, and those traffic control facilities that affect traffic flow and control on adjacent public streets and rights of way, which have not been deeded or dedicated to the City, excluding any and all of the foregoing which are constructed on Lots 1 through 8, inclusive.

Section 1.10 Common Signage. "Common Signage" means the signage as depicted on Exhibit "C" which is attached hereto and incorporated herein, situated within the sign easement closest to Broadway as shown on the Plat and as depicted on Exhibit "D" which is attached hereto and incorporated herein, situated within the sign easement closest to 109th Street as shown on the Plat, excluding however, individual trade name fascia on both signs and the electronic message board (reader), if any, on either sign.

Section 1.11 Completion. "Completion" with respect to a Store, or a portion thereof, means upon the issuance of a temporary or a permanent certificate of occupancy by the City as to that Store, or a portion thereof, or that date on which the Store is first opened for business, or the portion thereof is first used for its intended purpose, whichever is earlier, and with respect to the Common Area Improvements, shall be upon certification thereof by the Project Engineer.

Section 1.12 Lease. "Lease" means any land, building or space lease, deed or other instrument or arrangement whereby an Occupant acquires rights to use or occupy all or any part of a Store.

Section 1.13 Occupant. "Occupant" or "Occupants" mean any Person that owns and/or operates a Store within the Center, their successors and assigns, and any other person entitled by Lease to use and occupy a Store, or one or more of them, as the context may require.

Section 1.14 Outdoor Selling Area. "Outdoor Selling Area" means those parts of the Center where outdoor selling, storage and display of merchandise may be permitted from time to time by Developer, and which are also permitted by the City. So as neither to interfere with the use of other portions of the Common Area nor detract from the appearance of the Center, outdoor selling, storage and display of merchandise will not be permitted on the Center except as permitted by Developer and pursuant to Section 12.6 hereof. Notwithstanding the foregoing, the Occupant of Lot 11 shall have the right to engage in the outdoor selling, storage and display of merchandise on the sidewalk immediately in front of the Store on Lot 11, in the open area between said sidewalk and the Store, and in the Parking Area in front of the Store, without the permission of the Developer under Section 12.6 or otherwise, so long as the Occupant is in compliance with city ordinances regarding same.

Section 1.15 Parking Area. "Parking Area" means all areas in the Center which are designated to be used and shared for common parking of motor vehicles as depicted on the Site Plan and all interior roadways and curbs within or adjacent to such areas, excluding parking areas located on Lots 1 through 8, inclusive.

Section 1.16 Party. "Party" or "Parties" mean Developer or any Person or Occupant or any Person who has purchased, or may hereafter purchase, a Lot, and the beneficiary of any Occupant which is a land trust, and any successor Person(s) acquiring any interest of a Party in or to any portion of such Party's Lot, except as is otherwise provided in Section 21.18.

Section 1.17 [Intentionally Omitted].

Section 1.18 Permissible Building Area. "Permissible Building Area" means an area of each Lot approved as such by Developer under Article 3 within which a building of a certain size and height may be constructed as hereinafter more fully provided.

Section 1.19 Permittees. "Permittees" means all Occupants and their respective officers, directors, employees, agents, partners, contractors, subcontractors, customers, visitors, invitees, licensees and concessionaires having business purposes within the Center.

Section 1.20 Person. "Person" or "Persons" mean individuals, partnerships, trusts, associations, corporations, limited liability companies, and any other form of business organization, or one or more of them, as the context may require.

Section 1.21 Project Engineer. "Project Engineer" means the architect or engineer, as the case may be, as may from time to time be designated by Developer to perform the duties, functions and obligations required of the Project Engineer.

Section 1.22 Store. "Store(s)" means each (all) building(s) and related structural and decorative improvements located on the Center, including the building pad and all fill and soil compaction and foundation preparation work required.

ARTICLE 2
EASEMENTS

Section 2.1 Easement Definitions and Documentation.

a. For purposes of this Article, the following will apply:

(1) A Party granting an easement is called the "Grantor", it being intended that the grant shall thereby bind and include not only such Party but also its successors and assigns.

(2) A Party to whom the easement is granted is called the "Grantee", it being intended that the grant shall benefit and include not only such Party but its successors, assigns and such Permittees of the Grantee as the Grantee may permit and designate from time to time.

(3) The word "in" with respect to an easement granted "in" a particular Lot means, as the context may require, "in", "to", "on", "over", "through", "upon", "across" and "under", and any one or more of the foregoing.

(4) The grant of an easement by a Grantor shall bind and burden its Lot, which shall, for the purpose of this REA, be deemed to be the servient tenement (where only a portion of the Lot is bound and burdened by the easement, only that portion shall be deemed to be the servient tenement).

(5) The grant of any easement to a Grantee shall benefit its Lot, which shall, for the purpose of this REA, be deemed to be the dominant tenement (where only a portion of the Lot is so benefited, only that portion shall be deemed to be the dominant tenement).

(6) Easements granted or reserved in or pursuant to this Article 2, shall be in addition to, and not in derogation or limitation of, any easement or dedication granted or reserved by the Plat.

b. All easements declared, granted or reserved hereunder shall exist by virtue of this REA, without the necessity of confirmation by any other document. Likewise, upon the termination of any easement (in whole or in part) or its release with respect to all or any part of any Lot in accordance with the provisions hereof, the same shall be deemed to have been terminated or released without the necessity of confirmation by any other document. However, upon the request of a Party, the other Party or Parties, as the case may require, will sign and acknowledge a document memorializing the existence (including the location and any conditions), or the termination (in whole or in part), or the release (in whole or in part), as the case may be, of any easement, if the form and substance of the document is acceptable to each Party thereto.

c. All easements declared, granted or reserved under Sections 2.2, 2.3 and 2.5 hereunder shall spring from the conveyance by Developer of the fee simple interest of each Lot so conveyed, or by the granting by Developer of a leasehold interest in each Lot respecting which such grant is made, each from time to time as if such Grantees were the fee owners or lessees of such Lots as of the date of execution and recording of this REA.

Section 2.2 Easements for Use of and Access to Common Area. An easement is hereby declared and granted in the Common Area for:

a. Ingress to and egress from each Lot, to the streets and highways adjacent to the Center, for vehicular and pedestrian access, including entrances and exits, and over and upon the roadways to be constructed in the Center pursuant to the Site Plan;

b. The parking of vehicles authorized under this REA upon the Parking Area;

c. The passage and accommodation of pedestrians within the Center; and

d. The doing of such other things as are authorized or reasonably required to be done on the Common Area and on and to the Common Area Improvements under this REA. Enjoyment of the easements granted by this Section shall commence upon Completion of the effected Common Area.

Developer hereby reserves the right to eject from the Common Area any Persons not authorized to use the same. In addition, Developer reserves the right to close off the Common Area for such reasonable periods of time as may be minimally legally necessary to prevent the acquisition of prescriptive rights by anyone; provided, however, before closing off any part of the Common Area as provided above, Developer must give notice to the other Parties of its intention to do so and must coordinate its closing with the activities of the other Parties so that no unreasonable interference with the operation of or access to the Center occurs; and provided further that, if possible, any required closing shall occur on a non-business day. Developer reserves the right to delegate to other Occupants the right(s) reserved in this Section.

The easements provided for in this Section are subject to the rights to use the Common Area for other purposes provided for in this REA. Any other provision of this REA notwithstanding, the easements granted under this Section shall be perpetual and shall run with the land.

Section 2.3 Easements for Common Utility Facilities. Easements are hereby established in accordance with the Plat, within the Common Areas and over those other portions of the Center necessary for the installation, use, operation, maintenance and repair of Common Utility Facilities. All Common Utility Facilities shall be underground (except for storm water intake facilities and publicly owned power lines) and the location thereof shall be as approved by the City.

Any easement established under this Section 2.3 of this REA may be relocated in a manner consistent with Section 2.6, provided such relocation:

a. May be performed only after Developer has given all Occupants of the Center thirty (30) days notice of its intention to relocate such facilities;

b. Shall not materially interfere with, diminish or interrupt the utility services to any Occupant;

c. Shall not materially reduce or impair the usefulness, function, capacity or sufficiency of the utility facilities in question;

d. Shall not, except for the detention ponds and related surface storm water drainage facilities, be relocated other than underground;

e. Shall be performed at the sole cost of the Party or Parties making such request, unless such relocation is requested independently by the City, or a public utility provider (in which event the relocation shall be paid for by the Occupants benefited, to the extent the City or the public utility provider does not pay for same);

f. Shall not materially interfere with the operations carried on, in, or access to any Store; provided, however that if the relocation is requested independently by the City or a public utility provider, then the relocation shall not unreasonably interfere with the operations carried on, in, or access to a Store; and,

g. Shall, after Completion of the Common Utility Facilities, and in accordance with Section 2.6 hereof, be permitted hereunder only within the areas described in Section 2.6.

All Common Utility Facilities lying within any Common Area shall for all purposes be deemed to be included within the definition of Common Area Improvements. Any other provision of this REA notwithstanding, the easements granted under this Section shall be perpetual and shall run with the land.

Section 2.4 Construction Easements. Developer hereby establishes easements in the Common Area, and where applicable in the Permissible Building Area on each Lot (except Lot 11), for construction pursuant to Articles 5, 6 and 7 of this REA, and on Lot 11 for construction pursuant to the Article 5 of this REA. Anything in this REA to the contrary notwithstanding, (a) all construction easements on the Permissible Building Area of Lot 11 shall terminate upon commencement of the construction of the Store on Lot 11, and (b) all construction easements on Lot 11 shall terminate as of the date of Completion of the Store on Lot 11.

The exercise of easement rights under this Section must not result in damage or injury to the Store of any Occupant and must not unreasonably interfere with or interrupt the business operations conducted by any other Occupant in the Center. In addition, each Occupant, at its expense, shall promptly repair, replace or restore any Store which has been damaged or destroyed by Occupant in the exercise of the easement rights granted under this Section and shall hold other Occupants harmless from all loss, liability, cost or expense incurred in connection with the utilizing Occupant's exercise of said easement rights.

Subject to the provisions of the second grammatical paragraph of this Section 2.4, the easement rights described in this Section 2.4 shall remain in existence during that period of time that any construction in the Center is proceeding.

Section 2.5 Common Area Improvement Easements. Subject to the other provisions of this REA, easements are hereby declared and established in the Common Area for the installation, construction, repair, replacement, maintenance, relocation and removal of any and all Common Area Improvements, if such installation, construction, repair, maintenance, relocation or removal is required or permitted under the other provisions of this REA. Common Signage shall be located within sign easements established by the Plat with easements hereby declared and established in accordance with this Section 2.5, for the installation, construction, use, operation, repair, replacement, maintenance, relocation and removal of the Common Signage. Each utilizer of the easement rights granted under this Section shall hold all other Occupants harmless from all loss, liability, cost or expense incurred in connection with an exercise of said easement rights, except for the required contribution of the Parties to Common Area Maintenance Cost.

Section 2.6 Ascertainment of Definite Locations. Upon Completion of (i) the streets and highways adjacent to the Center, (ii) the internal roads within the Center, and (iii) the Common Utility Facilities, the easements established by Sections 2.2 and 2.3 shall be automatically expanded to include the areas, if any, on which the same were constructed, which are outside of the areas for same as depicted on the Plat, and, with respect to the Common Utility Facilities, the easements shall be automatically expanded to the area on which the Common Utility Facilities were constructed, plus five (5) feet on each side thereof, hereby intending that nothing herein shall be construed to limit or reduce the location or size of any easement specifically described on the Plat; provided, however, that there shall be no such expansion outside of the location of the easements as depicted on the Plat to the extent that so doing will materially interfere with the use and occupancy of any Lot, and in such event, Developer shall relocate the Parking Area, internal road or Common Utility Facilities which would otherwise require such expansion of the easement area, at Developer's cost. Upon Completion as aforesaid, the Project Engineer shall develop legal descriptions therefore and deliver the same to those Occupants requesting same in writing and having a reasonable need for same, at the expense of such Occupants.

Section 2.7 Party Wall Easements and Related Rights. In the event that, and to the extent that, party walls are constructed upon the boundary lines of (i) the Lots, (ii) lots created by any resubdivision of any Lot, or (iii) any parcel which is a part of a Lot described and conveyed by metes and bounds (which lots and parcels of a Lot, solely for purposes of this Section 2.7, shall be deemed to be a "Lot"), a mutual reciprocal easement is hereby declared and granted over and through that part of each Lot upon which the party wall is constructed for:

a. The structural support of that portion of a Store physically supported by such party wall; and

b. The encroachment of more than one-half (1/2) of such party wall over and upon each Lot, either presently existing or arising in the future for any reason, including, but not

limited to, any such encroachment arising out of the construction, reconstruction, repair, or replacement of such party walls.

Developer, intending to settle all questions relating to the use and ownership of such party walls, hereby declares that the Parties which own Lots and the Occupants of Lots upon which such party walls are physically constructed, shall have the right to use the party wall jointly, and the Developer does further declare as to such party walls as follows:

c. No Party or Occupant, without the prior written consent of the other affected Party and Occupant, shall extend such party walls, or use the same in any manner that would impair the use of same by the other affected Party or Occupant.

d. In the event that it becomes necessary or desirable to repair the whole or part of any such party wall, the expense thereof shall be borne equally by the affected Parties, unless such repair or rebuilding shall be necessitated by the negligent or willful acts or omissions of one Party, in which event all of the expense thereof shall be borne by such Party.

e. Any repair or rebuilding of such party walls shall be upon the same location, of the same dimensions, of the same or similar materials of equal quality as that used in the original party wall.

ARTICLE 3
PLANS OF THE PARTIES

Section 3.1 Plans of the Parties. Not later than ninety (90) days prior to the commencement of construction, each Party (excluding Developer and the Owner of Lot 11) shall, at its own expense, complete and deliver to Developer three (3) complete sets of: a site plan for the Lot showing in detail the location of all building structures, parking configurations, drive areas and refuge/dumpster facilities; and, a rendering of its Store showing the exterior appearance of the Store. The rendering shall, at a minimum, include the following: building structure elevations; rooftop equipment and profiles; doors, windows, light fixtures, canopies, overhangs and columns (design, type and location); rough landscape scope; all signage attached to the subject Store and/or situated on the subject Lot (design, location and illumination system); exterior finish material (design, type and color); exterior mechanical systems; refuge/dumpster screening devises; and, any other item that will significantly impact the aesthetic aspects of the Store. At least ten (10) days prior to commencing construction of its Store, each Party shall deliver to Developer a final set of building plans and specifications for review, all of which shall be consistent with the site plan and rendering referenced in this Section 3.1.

Section 3.2 Center to be Architecturally Harmonious. Each Party shall cause its architect to work with Developer and the Project Engineer to the end that each Store complies with the technical requirements of this REA and that the design and exterior of any Store not constructed by Developer will blend harmoniously and attractively with Developer's Store(s) and the Store on Lot 11 so as to provide an integrated shopping center. Developer shall have sole discretion to approve or reject the site plan for any Lot and rendering of any Store as

referenced in Section 3.1. (other than the Store on Lot 11). ***No Party shall commence construction without first obtaining approval from Developer of the site plan and rendering as referenced in Section 3.1. Upon receipt of approval from Developer, the construction shall proceed in accordance with the approved site plan and rendering.***

ARTICLE 4
GENERAL CONSTRUCTION REQUIREMENTS

Section 4.1 "Construction" Defined. As used herein the word "construction" includes initial construction of Stores under this REA, and except where otherwise specified, also includes subsequent construction, alterations, repair, rebuilding, demolition and razing carried on within the Center, but does not include interior, non-structural construction, repairs and alterations.

Section 4.2 Construction to Proceed in Reasonable Manner. Each Party shall perform its construction in accordance with and subject to the provisions of this REA so as not to:

a. Unreasonably interfere with any other construction being performed on the Center;

b. Unreasonably impair the use, occupancy or enjoyment of a Store or the Center by an Occupant or its Permittees.

Section 4.3 Construction Barricades. If any initial construction hereunder is not substantially completed when the Store of any Party first opens for business to the general public, or, as to any construction other than initial construction, if any Party begins construction after the Store of any other Party has opened for business to the general public, then the Party carrying on the construction shall erect, or cause to be erected, adequate, construction barricades substantially enclosing the area of its construction. Such Party shall maintain these construction barricades until the construction has been substantially completed (to extent reasonably necessary to remove the hazardous construction conditions).

This Section 4.3 applies only to construction that can reasonably be deemed to constitute a hazardous condition for Occupants and Permittees; provided, however, each Party may erect construction barricades, as hereinabove specified, at the time of any construction and maintain the same until the building surrounded is secure from unauthorized intrusion.

Section 4.4 Approval of Initial Construction, Storage Sites and Time Schedules. Before any Party begins any construction under Articles 6 or 7, it shall submit to Developer:

a. A plot plan, as respects the situs of the construction in question, material and equipment storage sites, construction shacks and other temporary improvements and worker's parking areas; and

b. A time schedule indicating the approximate length of time when each portion of the Center used for the purpose referred to in the proceeding subparagraph (a) shall be so used by such Party.

Developer shall require such reasonable adjustments to the designated locations or time schedules contained in the above documents of each Party as required, in order to prevent unnecessary conflicts in construction.

Section 4.5 Easement for Construction and Maintenance. From time to time, each Party shall have a temporary easement to use parts of the Common Area on its own Lot or parts of the Common Area on another Party's Lot (other than Lot 11) for:

a. All "construction", as defined in Section 4.1;

b. Maintaining or repairing its Store; and

c. For storage of materials and equipment relating to construction, maintenance and repair of its Store.

(Activity carried on under the preceding subparagraphs a., b. or c. is collectively referred to in this Section 4.5 as "Work"). In addition, from time to time, each Party shall have a temporary easement to use parts of the Common Area on its own Lot or parts of the Common Area on another Party's Lot for construction barricades reasonably required or permitted by Section 4.3.

Within a reasonable time before it begins any Work, a Party shall submit a plan to Developer and, if the temporary easement is to be on a portion of the Common Area on another Party's Lot as set forth above, to that Party, outlining those portions of the Common Area in which the easement is needed. Only if a Party requests an easement on portions of Common Area on another Party's Lot shall the location as shown on the plot plan be subject to the approval of that other Party, which consent will not be reasonably withheld or delayed, and, in such event, within ten (10) days after its receipt of the plan, the other Party whose Lot is affected thereby shall notify the requesting Party whether it approves or disapproves of the same.

If the temporary easement is approved, the Grantee shall complete the Work as expeditiously as possible and in accordance with and subject to the provisions of this REA and in a manner so that it does not unreasonably impair the use, occupancy and enjoyment of any Store or the Center by an Occupant or its Permittees. When the Grantee of the temporary easement ceases using the Common Area in question, it shall promptly restore such area to the condition in which it existed before the commencement of the Work. This restoration shall include clearing the area of all loose dirt, debris, equipment and construction materials and the repair or replacement of paving, striping and landscaping as required. The Grantee of the temporary easement shall also restore any portions of the Center that may be damaged by its Work promptly upon the occurrence of such damage. In addition, said Grantee shall at all time during the period of its Work keep all portions of the Center (except for the Store of the Party and the portions of the Common Area being used under this Section 4.5) free from any loose dirt, debris, equipment or construction materials relating to the Work.

Section 4.6 Safety Matters: Indemnification. Each Party shall:

a. Take all safety measures reasonably required to protect the other Parties and all Permittees and the property of each from injury or damage caused by or resulting from the performance of its construction.

b. Indemnify and hold the other Parties harmless from all claims, costs, expenses and liabilities arising from the death of or accident, injury, loss or damage whatsoever caused to any natural person or to the property of any Person as occurs in the process of its construction (the foregoing indemnification does not apply where death, accident, injury, loss or damage is caused in whole or in part by the negligence or fault of the other Party or its contractors).

c. Indemnify and hold the other Parties harmless from and against all mechanics' and laborers' liens and all costs, expenses and liabilities arising from its construction.

Section 4.7 Evidence of Compliance with Construction Requirements. Within sixty (60) days after it has completed any construction, each Party shall deliver to Developer evidence that the construction has been completed in compliance with the site plan and rendering referenced in Article 3 as well as with all applicable laws, ordinances, rules and regulations. A Certificate of Occupancy (or the equivalent thereof) issued by the governmental body having jurisdiction thereof shall be deemed satisfactory evidence of compliance with the requirements of this Section pertaining to compliance with all applicable laws, ordinances, rules and regulations.

Section 4.8 Liens. Each Party agrees that in the event any mechanic's lien or other statutory lien shall be filed during the term of this REA against its Lot or the Lot of another Party by reason of labor, services or materials supplied to or at the request of it pursuant to any construction on its Lot, or supplied to or at the request of an Occupant pursuant to any construction by an Occupant, it shall pay and discharge the same of record within thirty (30) days after the filing thereof; subject also to the provisions of the following sentence. Each such Party shall have the right to contest the validity, amount or applicability of any such respective liens by appropriate legal proceedings, and so long as it shall furnish bond or indemnity or title insurance as hereinafter provided, and be prosecuting such contest in good faith, the requirement that it pay and discharge such liens within said thirty (30) day period shall not be applicable; provided, however, that, in that event, within thirty (30) days after the filing thereof, such Party shall bond or indemnify or provide title insurance against such liens and shall indemnify and save harmless the other Party from all loss, damage, liability, expense or claim whatsoever (including attorneys' fees and other costs of defending against the foregoing) resulting from the assertion of any such liens. In the event such legal proceedings shall be finally concluded (so that no further appeal may be taken) adversely to the Party contesting such liens, such Party, within twenty (20) days thereafter, shall cause the lien(s) to be discharged of record.

ARTICLE 5
DEVELOPER'S CONSTRUCTION REQUIREMENTS

Section 5.1 Common Area Work. Developer agrees to construct the Center in accordance with the Site Plan and this REA, including, but not limited to, the Completion of the Common Area Work and the Common Area Improvements, as well as all other on and off-site improvements and facilities required by the City as a condition to the development of and construction upon the Center.

Section 5.2 Developer's Construction Duty Regarding Developer Store. When Developer commences construction of a Developer Store, it shall diligently pursue the same and complete such construction.

ARTICLE 6
CONSTRUCTION OF THE PARTIES' STORES

Section 6.1 Construction Duties. Each Party (excluding Developer) shall commence construction of its Store as soon as reasonably possible, but in any event no later than the earlier of (i) one year after becoming a Party as defined in Sections 1.16 and 21.18, or (ii) the completion of the Common Area Improvements.

Section 6.2 Opening Duty. After its commencement of construction, each Party shall diligently pursue the construction of its Store to completion and be open for business not later than one (1) year following the commencement of construction; provided, however, that nothing shall be deemed to preclude any Party from opening early, but opening early shall not waive Developer's obligations hereunder; and provided, however, that no Party shall be required to open for business prior to Completion of the Common Area Improvements. Nothing contained herein shall be so construed as requiring a Party to remain open for business after the opening date nor shall such Party be required on its opening date to be open to the public for more than nine (9) consecutive hours commencing no earlier than 9:00 a.m. on that date.

ARTICLE 7
FURTHER REQUIREMENTS RELATING TO CONSTRUCTION

Section 7.1 Developer Store. All construction by Developer, if any, shall be in substantial accordance with the terms, provisions and requirements of this REA and any other agreements.

Section 7.2 Parties' Stores. Subject to the conditions and limitations set forth in this REA, each Party (excluding Developer) covenants and agrees to construct its Store within its Permissible Building Area in substantial accordance with this REA and any other written agreements with Developer.

Section 7.3 Agreement to Perform Work. Each Party which performs work on the Center agrees to perform such work and to construct the buildings and improvements to be constructed by it in a diligent, good and workmanlike manner with the use of first-class materials, in full cooperation with the other Parties to the extent necessary to effect an integrated shopping center development, and in accordance with: (a) all applicable building and zoning laws and all other law, ordinances, orders, codes, rules, regulations and requirements of all federal, state, municipal, public and governmental agencies and governments; (b) all applicable orders, rules and regulations of the National Board of Fire Underwriters or any other body now or hereafter constituted performing similar functions; and, (c) the terms, provisions and requirements of this REA and any other written agreements with Developer.

ARTICLE 8
MAINTENANCE, REPAIR, ALTERATIONS AND RESTORATION – GENERAL

Section 8.1 Maintenance of Stores. Each Party shall, at its sole cost and expense, maintain the Store on its Lot. As used in this Section 8.1 the term, "maintain" means that standard of maintenance expected within first-class shopping centers in the Northwest Indiana metropolitan area which at a minimum requires that each Party promptly and conscientiously perform, without limiting the generality of the foregoing, the following tasks and such others as are proper:

a. Clean, inspect, wash, repair and replace all roof, window and door systems, exterior Store surfaces, columns, colonnades, canopies, overhangs, fascia and facades;

b. Clean, inspect, wash and maintain all truck loading zones, garbage collection areas and refuge/dumpster facilities;

c. Keep in a sanitary condition Store facilities and furnish necessary pest abatement controls; and,

d. Clean, inspect, maintain and operate those trade signs attached to its Store and situated on its Lot, other than Common Signage, including re-lamping and making repairs as required.

e. Sweep and clean all sidewalks, whether or not a part of the Common Area.

Section 8.2 Lot Maintenance by Parties Owning Lots 1, 2, 3, 4, 5, 6, 7 and/or 8. Each Party owning Lot 1, 2, 3, 4, 5, 6, 7, and/or 8, shall at its sole cost and expense, maintain those portions of its Lot that do not meet the definition of Common Area. As used in this Section 8.2 the term "maintain" means that standard of maintenance expected within first-class shopping centers in the Northwest Indiana metropolitan area which at a minimum requires that each such Party, promptly and conscientiously perform, without limiting the generality of the foregoing, the following tasks and such others as are proper:

a. Inspect, maintain, repair and replace all landscaping and sprinkler systems and water lines servicing the same as necessary to keep the same in a first-class and thriving condition;

b. Fertilize, mow, rake and thatch grass such that it is kept in first-class and thriving condition and is not more than four (4) inches in height;

c. Inspect, sweep, wash, snow plow, salt, maintain, repair and replace the surface of the parking facilities (other than the Parking Area), entranceways, driveways (other than the Common Area Access Roadways), sidewalks and curbs keeping them all free from snow and ice as well as level, smooth and evenly covered with the type of surface material originally installed thereon or such substitute therefore as shall be in all respects equal in quality, appearance and durability;

d. Remove all papers, debris, filth, refuge and excess surface waters;

e. Replace and repair all parking facility entrances, exit and directional signs, markers and lights;

f. Clean, maintain, repair and replace parking facility lighting fixtures and re-lamp parking facility lighting fixtures as needed; and,

g. Repair and replace striping, markers, directional signs, etc., as necessary to maintain the same in first-class condition.

h. All maintenance required by Section 8.1.

Section 8.3 Damage or Destruction of Parties' Stores. If any part of a Party's Store is damaged or destroyed by fire or any other cause and said Party elects not to restore its Store, said Party shall (a) raze such part thereof that has been damaged or destroyed and clear and keep the area maintained and free of all debris and (b) restore the balance of its Store to a structurally sound, single architectural unit or raze the balance of its Store. If a Party elects to rebuild its Store, it shall comply with the requirements as set forth in this REA with respect to initial construction.

Section 8.4 Miscellaneous Repairs and Alterations, Etc. Subject to the preceding Sections of this Article 8 and the other terms, provisions, restrictions and requirements of this REA, each Party, at any time and from time to time, may make such repairs, alterations, reconstructions, replacements, substitutions and/or additions to its Store as it deems necessary or advisable under the circumstances.

Section 8.5 Developer's Option to Purchase Lots and Stores. In the event that any Party or Occupant shall fail or refuse to perform any duty or comply with any other obligation under Article 6 or Article 8, or in the event that the Occupant of Lot 11 shall cease to do business for any reason other than for construction as defined by Section 4.1 for a period of one hundred eighty (180) consecutive days ("Go Dark"), then, in any such event, Developer may exercise the

option to purchase that Lot and Store by giving the Party and the Occupant written notice of its election so to do ("Notice of Exercise") within fifteen (15) days after the end of the one hundred eighty (180) day period. If, after the aforementioned one hundred eighty (180) days has commenced to run and prior to the conclusion of said period an event occurs which excuses non-performance pursuant to Article 17 hereof, then said one hundred eighty (180) day period will not, subsequent to the cessation of said event, begin anew. Rather, said one hundred eighty (180) day period will continue to run from the point in time that the event which excuses non-performance pursuant to Article 17 has terminated.

The Purchase Price of a Lot and Store shall be equal to its fair market value. "Fair Market Value" shall be determined by appraisal, made by a board of three (3) reputable real estate appraisers, each of whom shall be a member of the American Institute of Real Estate Appraisers and shall have no disqualifying interest, as that term is hereinafter defined. One appraiser shall be appointed by each of Developer and the Party, and the third appraiser shall be appointed by the Occupant, if a different Person than the Party, and if not, then by the first two appraisers. If the first two appraisers are unable to agree on a third appraiser within thirty (30) days after the appointment of the second of them to be appointed, or if Developer, the Party, or the Occupant refuses or neglects to appoint an appraiser as herein provided, then such third appraiser or such other appraiser whose appointment was not made as aforesaid shall be appointed by the then President of the American Institute of Real Estate Appraisers or such successor body hereafter constituted exercising a similar function, unless such President shall have any direct or indirect financial or other business interest in Developer, the Party, the Occupant, the Lot or the Store, other than financial holdings of not more than one percent (1%) of the value of any class of securities issued by Developer, the Party or the Occupant or by any corporation or partnership affiliated therewith (herein referred to as a "disqualifying interest") in which case the third appraiser or such other appraiser whose appointment was not made as aforesaid shall be appointed by the highest ranking officer of the American Institute of Real Estate Appraisers or such successor body who shall not have a disqualifying interest. Developer, the Party and the Occupant shall bear the cost of the appraiser appointed by it and shall bear equally the cost of any third appraiser. If the determinations of all three appraisers shall be different in amount, the highest appraised value shall be averaged with the middle value (said average being hereinafter referred to as "Sum A"), the lowest appraised value shall be averaged with the middle value (said average being hereinafter referred to as "Sum B"), and the Fair Market Value of the interest in question shall be determined as follows:

a. If neither Sum A nor Sum B differs from the middle appraised value by more than five percent (5%) of such middle appraised value, then the Fair Market Value of the Lot and Store shall be deemed to be the average of the three appraisals;

b. If either Sum A or Sum B (but not both of said sums) differs from the middle appraised value by more than five percent (5%), then the Fair Market Value of the Lot and Store shall be deemed to be the average of the middle appraised value and the appraised value closest in amount to said middle value; and

c. If both Sum A and Sum B differ from the middle appraised value by more than five percent (5%) of such middle appraised value, the appraisals shall have no force and effect,

and the parties hereto shall request that the Fair Market Value of the Lot and Store be determined by a panel of qualified real estate appraisers who shall be members of the American Institute of Real Estate Appraisers and shall have no disqualifying interest. Such panel shall be appointed by the then President of the American Institute of Real Estate Appraisers or such successor body hereafter constituted exercising similar functions, unless such President shall have a disqualifying interest, in which case the panel shall be appointed by the highest ranking officer of the American Institute of Real Estate Appraisers or such successor body hereafter constituted exercising similar functions who shall not have a disqualifying interest. The Fair Market Value as determined in accordance with the provisions of this Section shall be rendered within thirty (30) days of the request for the panel, and shall be binding and conclusive on Developer and Occupant.

If Developer shall give the Party and the Occupant its Notice of Exercise, Developer shall be obligated to consummate the purchase of the Lot and Store within sixty (60) days subsequent to the date of its Notice of Exercise, provided the appraisal process hereinabove referred to has been completed, but no later than thirty (30) days after the appraisal process has been completed. In the event Developer fails to consummate said purchase as aforesaid, Developer shall forfeit its entitlement to purchase the Lot and Store at that time; provided, however, that in the event that subsequent to the Store Going Dark and subsequent to Developer's forfeiture of its right to repurchase the Lot and Store, the Occupant shall resume business and thereafter Go Dark, then and in that case, Developer shall again have the right to repurchase the Lot and Store for its Fair Market Value in accordance with the same terms and conditions hereinabove set forth, including, without limitation, those conditions respecting the period of time for notice of exercise and consummation of such purchase. This right to repurchase shall be available to Developer each time a Store on Lot 11 shall Go Dark.

If Developer shall elect to exercise its option to repurchase a Lot and Store as hereinabove set forth, then the Party and/or the Occupant thereof shall be required to provide Developer with all surveys, plans, specifications and permits relating to the Lot and Store and with an ALTA owner's title insurance commitment from Chicago Title Insurance Company in the amount of the Fair Market Value of the Lot and Store, which commitment shall include extended coverage over the standard exceptions, except for easements or claims of easements not shown by the public records, and which commitment may be subject to any Schedule B-1 exceptions that such Lot was subject to at the time of the Party's acquisition of the Lot from Developer, general real estate taxes not then due and payable, building and zoning laws and ordinances and state and federal regulations, the REA, any and all easement rights granted to public and quasi-public entities not shown by the public records, and acts done or suffered by or judgments against Developer and anyone claiming by, through or under Developer.

ARTICLE 9
OPERATION, MAINTENANCE, REPAIR AND RESTORATION – COMMON AREA

Section 9.1 Maintenance of Common Area. From and after the date any Party opens its Store for business, Developer shall operate, maintain, repair, insure and keep the Common Area and the Common Area Improvements in good order, condition and repair.

Section 9.2 **General Operation and Maintenance Standards.** Developer, in the operation, maintenance and repair of the Common Area, ***only***, shall be obligated to maintain or cause same to be maintained, except as herein designated to the contrary, in good order, condition and repair in accordance with reasonable standards customarily used in first-class shopping centers in the Northwest Indiana metropolitan area, and shall promptly and conscientiously perform, without limiting the generality of the foregoing, the following services and such others as are proper:

a. Inspect, maintain, repair and replace all landscaping and sprinkler systems and water lines serving the same as necessary to keep the same in a first-class and thriving condition;

b. Fertilize, mow, rake and maintain grass such that it is kept in first-class and thriving condition and is not more than four (4) inches in height;

c. Repair, replace, power wash (one time annually), snow plow and shovel and salt all sidewalks;

d. Clean, inspect, maintain, repair, replace and operate Common Signage, including re-lamping as required;

e. Inspect, sweep, snow plow, salt, repair and replace the surface of the Parking Area, entranceways, the Common Area Access Roadways and curbs keeping them free from snow and ice as well as level, smooth and evenly covered with the type of surface material originally installed thereon or such substitute therefore as shall be in all respects equal in quality, appearance and durability;

f. Remove all papers, debris, filth, refuge and excess surface waters (not including that which is caused by minor imperfections and irregularities in the pavement);

g. Maintain, replace and repair all Parking Area entrances, exit and directional signs, markers and lights as shall be reasonably required in accordance with the practices prevailing in the operation of similar shopping centers;

h. Clean, repair, maintain and replace Parking Area lighting fixtures and re-lamp Parking Area lighting fixtures as needed;

i. Repair and replace striping, markers, directional signs, etc., as necessary to maintain the same in first-class condition;

j. Clean, repair, maintain and replace all Common Utility Facilities, to the extent that the same are not cleaned, repaired, maintained or replaced by the City or any other public bodies, authorities or public utility providers; and

k. Reimburse the Occupant of Lot 11 each month for the cost of electricity for the Center lighting (the "Common Area Lighting Cost"), in accordance with Section 9.3.

Section 9.3 Illumination of Common Area. Except for Lot 11, no lighting standards or fixtures erected and installed upon the Common Area of the Lot of a Party shall be connected to the meter of such Party. During all hours when any Occupant is open for business, and for thirty (30) minutes after the close of business, the Occupant of Lot 11 shall keep all Common Area lighted at standard foot candle power of 1.5 or the minimum standard required by applicable municipal ordinances, whichever is greater, but in no event shall the Occupant of Lot 11 be obligated to light said fixtures later than 10:45 p.m. of the time zone where the Center is situated. Anything herein to the contrary notwithstanding, the Occupant of Lot 11 shall keep lighted all security lights and all roadway lights situated within the Common Area and which are metered in common with the electricity for the Store on Lot 11, during all hours of darkness, whether or not any Store is open for business.

If at any time or from time to time a Party desires to have any portion of the Common Area lighted during hours when it is not otherwise lighted pursuant to the terms of this REA, that Party shall so notify the Occupant of Lot 11, and the Occupant of Lot 11 shall comply with the request of the Party desiring such lighting, provided that all costs of such lighting shall be borne solely by the Party requesting it or, if more than one Party requests such lighting at the same time, the cost thereof shall be equitably apportioned between the Parties so requesting such lighting.

The Developer shall reimburse the Occupant of Lot 11 each month for the Common Area Lighting Cost for electricity for the Center lighting which is metered in common with the electricity for the Store on Lot 11, as estimated from time to time by Northern Indiana Public Service Company. All invoices received by the Occupant of Lot 11 for Common Area Lighting Cost, shall be paid in due course by the Occupant of Lot 11. The Occupant of Lot 11 shall invoice Developer each month for the Common Area Lighting Cost thereby incurred. Upon Developer's failure to pay such invoices within thirty (30) days of the date of such invoice, the Occupant of Lot 11 shall have the same rights and remedies against the Developer, as the Developer has for the collection of a Party's unpaid Allocable Share of Common Area Maintenance Cost, including, but not limited to, the provisions of Article 17, the lien rights under Sections 9.4 and 9.5., and the provisions of Section 21.7.

Section 9.4 Failure of Performance.

a. Subject to the provisions of Subsection b. below, if a Party fails to perform any of its duties or obligations provided in Article 8 or Article 9, another Party may at any time give a written notice and a reasonable period of time to cure said failure to the Party thus failing, setting forth the specific failures to comply and if such failures are such that they cannot be corrected within such time, then if the Party receiving such notice fails to commence the correction of such failures within such period and fails to diligently prosecute the same thereafter, then, in either such event, the Party giving such notice shall have the right to correct such failures, including the right to enter upon any Lot to correct such failures, and the Party receiving such notice shall pay the costs thereof. Any amounts so expended may be withheld from amounts otherwise payable to the defaulting Party or collection may be sought otherwise and in any event the defaulting Party shall pay such amount with interest in accordance with Section 21.7; provided, however, these provisions shall be without prejudice to the Party receiving such notice to contest the right

of the other Party to make such repairs or expend such monies and to withhold such amounts. Notwithstanding anything hereinabove contained to the contrary, in the event of an emergency situation or in the event Developer fails to remove snow from or to illuminate the roadways within the Center in accordance with its obligations, a Party may, with only such notice as the circumstances reasonably permit, cure any such default and, thereafter, shall be entitled to the benefits of this Section 9.4. If under the terms of this Section, more than one Party is entitled to correct the failures of another Party ("Curing Parties") the Curing Parties shall agree among themselves which of them shall correct the failures, or if the Curing Parties cannot agree, then the Curing Party owning the largest Lot shall have the first right to cure, the Curing Party owning the next largest Lot shall have the second right to cure, and so forth.

b. If Developer fails to:

(1) Illuminate the Center, for a continuous four (4) hour period (such period to be automatically extended by events which excuse non-performance as set forth in Article 17 hereof) when said area would otherwise be illuminated for business operation of the Center and the same shall continue for an unreasonable period of time after telephonic notice thereof to Developer; or

(2) Remove snow from the Center within four (4) hours (such period to be automatically extended by events which excuse non-performance as set forth in Article 17 hereof) after the end of a snowfall which resulted in at least two and one-half (2 ½) inches of snow upon said areas and the same shall continue for an unreasonable period of time (such period to be automatically extended by events which excuse non-performance as set forth in Article 17 hereof) after telephone notice thereof to Developer; then any Occupant shall have the right to enter upon the Common Area of the Center for purposes of so illuminating or removing snow, and upon receipt by Developer from said Occupant of paid invoices therefore from bona fide independent third parties, the Parties shall reimburse said Occupant for their respective Allocable Share thereof. Any amount due and owing to said Occupant and remaining unpaid for a period of thirty (30) days after written demand therefore shall be secured with lien rights in favor of said Occupant on the Parties' respective Lots. Such lien shall be subordinate to a lien of a first mortgage or any portion thereof and said Occupant shall have the right to foreclose said lien as if the same were a first mortgage lien.

Section 9.5 Payments of Allocable Share of Common Area Maintenance Cost. Each Party shall pay Developer, as hereinafter provided, that Party's Allocable Share of the Common Area Maintenance Cost. Each Party (not including Developer) shall, beginning on the first day of the first Accounting Period and on the first day of each calendar month thereafter during said Accounting Period, pay to Developer (on account of that Party's Allocable Share of the Common Area Maintenance Cost), an amount equal to one-twelfth (1/12) of said Party's Allocable Share of the Common Area Maintenance Cost for said Accounting Period, as reasonably determined and estimated by Developer on the basis of the actual Common Area Maintenance Cost to the extend available, subject, however, to that Party's rights under Article 9 of this REA. Payments received by Developer shall be kept in an escrow account with a lending institution selected by Developer.

Within ninety (90) days after the end of each Accounting Period, Developer shall give each Party a full, complete and itemized statement of the Common Area Maintenance Cost for such Accounting Period, certified by Developer as being true, correct and complete. If a Party has paid more than its Allocable Share of the Common Area Maintenance Cost, Developer shall, concurrently with the furnishing of any statement, credit to that Party the excess over its Allocable Share. If a Party has paid less than its Allocable Share thereof for such Accounting Period, then that Party shall pay to Developer, within ten (10) days following the receipt of Developer's statement, the deficiency in its Allocable Share. Developer shall maintain complete records accurately covering and reflecting all items affecting or entering into a determination of each Party's Allocable Share of the Common Area Maintenance Cost for each Accounting Period.

Developer shall retain its books and records relating to Common Area Maintenance Cost for a period of three (3) years after the end of the Accounting Period to which such books and records apply and for so long thereafter as any dispute may exist between Developer and a Party as to such Common Area Maintenance Cost. Any Party shall have the right, upon fifteen (15) days' notice to Developer, to make an audit of Developer's books and records with respect to Common Area Maintenance Cost. Such audit shall be made at that Party's sole expense unless such audit discloses an overcharge in any Accounting Period to the auditing Party in excess of five percent (5%) of the last annual Common Area Maintenance Cost, and in such event Developer shall pay the expense of said audit. After any such audit, proper adjustments, if necessary, shall be made to the Common Area Maintenance Cost for said Accounting Period by Developer.

In the event any Party (not including Developer) shall fail to pay its Allocable Share pursuant hereto, Developer shall be entitled to file of record in the Office of the Recorder of Lake County, Indiana, a Notice of Lien as to such amount, affecting title to such Party's Lot, which lien shall be superior to all liens except those for real estate taxes and assessments, and the lien of a first priority mortgage of record, which lien may be foreclosed by Developer in the same manner, and to the same extent as if such were a mortgage under Indiana law.

The provisions of Section 9.4.a. shall apply to this Section 9.5 except that, in addition to the rights set forth in Section 9.4.a., the Curing Party shall be entitled to reimbursement from each other Party of the other Party's Allocable Share of the Common Area Maintenance Cost in the same manner as the Allocable Share would have been paid to Developer.

Section 9.6 Damage to or Destruction of Common Area Improvements. If any Common Area Improvements are damaged or destroyed by fire or other casualty, whether insured or uninsured, then Developer shall promptly rebuild and replace and repair such damaged or destroyed Common Area Improvements to the same condition and to the same general appearance existed immediately prior to such damage or destruction. Any insurance proceeds paid by virtue of such damage or destruction to such Common Area Improvements shall be made available to Developer. The Parties covenant and agree with each other that any Common Area Improvements which such Party is required to rebuild, replace or repair shall be completed within six (6) months after such damage or destruction occurs, and further agree that

such Party shall, prior to commencing such rebuilding, replacing or repairing, comply with the requirements with respect to initial construction set forth herein.

ARTICLE 10
PARKING REQUIREMENTS

Section 10.1 Size and Location of Parking Spaces. Parking spaces, drives, access roads and curb cuts, shall be in areas shown on the Site Plan, which shall not be changed without the consent of all of the Parties. The size of each parking space, regardless of angles of parking, shall comply with all applicable laws, ordinances, rules and regulations of the governmental body having jurisdiction over the Center, and in any event, those situated on Lot 11 shall have a minimum width of 9.5 feet on center measured at right angles to the side line of the parking space.

Section 10.2 Charges for Parking; Employee Parking Areas. No charge of any type shall be made to or collected from any Occupants or Permittees for the right to park vehicles in the Parking Areas, except such Common Area Maintenance Costs related thereto as required in this REA, or as may be provided in any Lease with any Occupant and except as may be required by law. The Permittees of any Party shall not be prevented from so parking so long as they do not violate the rules covering the use of the Parking Areas promulgated from time to time by Developer.

Section 10.3 Use of Parking Area. Except as otherwise expressly provided in this REA, no Party shall use or permit the use of the Parking Area on its Lot for any purpose other than pedestrian movement and the parking and passage of motor vehicles.

ARTICLE 11
OPERATING COVENANTS

Section 11.1 General Operating Covenants of Developer. Developer covenants and agrees that it will operate or cause to be operated the Store on the Lots owned by Developer and leased to Occupants, as applicable, in the following manner:

a. In accordance with the requirements of this REA;

b. As a complex of retail stores and commercial and service enterprises that are a part of a community shopping center;

c. Using diligent efforts to have all Stores occupied in their entirety;

d. Using diligent efforts to have all Stores utilized to the maximum extent possible and to consider the objective of maintaining a balanced and diversified grouping of retail stores, merchandise and services; and,

e. To manage and operate the Center under the name "Beacon Hill Retail Center" and under no other name without the prior approval of the other Parties hereto so long as those Parties are Occupants in the Center.

The covenants in this Section 11.1 are made subject to interruptions due to repair, alteration, remodeling or reconstruction of the Common Area Improvements or construction by Occupants (if authorized or not prohibited herein), and excuses for non-performance provided for in Article 17 hereof.

Section 11.2 Operating Covenants of Parties Other Than Developer. Each party severally covenants to open its Store as set forth in Section 6.2 hereof; provided, however, that no Party shall have an obligation to remain open for business after the opening date nor shall such Party be required on its opening date to be open to the public for more than nine (9) consecutive hours commencing no earlier than 9:00 a.m. of the time zone where the Center is situated, on that date.

ARTICLE 12
GENERAL COVENANTS – CENTER APPEARANCE

Section 12.1 Location of Buildings. Each of the Parties covenants and agrees with each other that no Store or other building improvements, other than Common Area Improvements, shall be erected or expanded on its Lot, except within the designated Permissible Building Area of that Party's Lot as shown on the Site Plan.

Section 12.2 Size of Building. No Store shall exceed one story in height, except that Stores on Lots 7 and 11 shall not exceed two stories without the approval of Developer, and provided further that the Store on Lot 11 shall not exceed forty-five (45) feet in height. One-story Stores, situated on Lots 1 through 8, 10 and 13 shall not exceed twenty-eight (28) feet in height, excluding decorative towers, columns, colonnades, canopies, overhangs, fascia and facades approved by Developer and by the owner of Lot 11. Any two-story Store situated on Lot 7 shall not exceed thirty-four feet (34) in height.

Section 12.3 Limitation on Detrimental Characteristics. No use or operation will be made, conducted or permitted on any part of the Center which is expressly prohibited pursuant to the terms of this REA. Included among the uses or operations which are prohibited because they are so objectionable and would have a detrimental effect upon the general appearance of the Center and would conflict with the reasonable standards of appearance, maintenance and housekeeping required by this REA, are uses or operations which produce or are accompanied by the following characteristics, which list is not intended to be all inclusive:

a. Any noise, litter, odor, dust, fumes, glare, vibration or other activity which may constitute a public or private nuisance.

b. Any unusual firing, explosion or other damaging or dangerous hazards.

c. Any assembly, manufacturing, distillation, refining, smelting, industrial, agriculture, warehouse, drilling or mining operation.

d. Any trailer court, mobile home park, lot for sale of new or used motor vehicles, labor camp, junk yard, stock yard or animal raising operation (other than pet shops and veterinarians).

e. Any dumping, disposal, incineration or reduction of garbage or refuge other than the handling or reducing such waste if produced on the premises from authorized uses and if handled in a reasonably clean and sanitary manner.

f. Any use or operation inconsistent with or contrary to the requirements of applicable laws and ordinances.

g. Any use or operation which shall increase the fire hazard or fire insurance rating for the Center or any improvements from time to time located thereon above that which is generally accepted for shopping centers in the Northwest Indiana metropolitan area containing a supermarket and other stores which reasonably may be expected to become Occupants of the Shopping Center.

h. Any use or operation which shall present a danger or hazard to the Center, or any portion thereof, the Parties, their successors and assigns, or the lessees, Occupants, employees, agents, customers, licensees, invitees, suppliers or concessionaires of all or any portion of the Center, but nothing contained in this subparagraph shall limit the customary operation of a retail shopping center, including the detention pond, on the Center.

i. Any trade, service, activity or purpose which is excessively noxious or offensive, or may be or become an annoyance or nuisance to the Center of any portion thereof by reason of unsightliness or excessive emission of odors, dust, fumes, smoke, liquid waste, noise, glare, vibration or radiation; provided, however, that nothing contained in this subparagraph shall limit or prohibit the customary operation of a warehouse supermarket or other grocery store on Lot 11.

Section 12.4 General Use Restrictions.

a. No portion of the Center may be used or occupied for any of the following purposes, or for any use which is inconsistent with the operation of a first-class shopping center in Northwest Indiana, including but not limited to the following:

(1) Adult entertainment center or book store (which are defined as any center or bookstore with at least twenty-five percent (25%) of its floor space dedicated to services or inventory the sale of which is prohibited to children under eighteen (18) years of age because it explicitly deals with or depicts violence or human sexuality).

(2) Massage parlor.

(3) Blood bank.

(4) Movie theatre.

(5) Bowling alley.

(6) Pool hall or billiard parlor (which are defined as any hall or parlor with at least twenty-five percent (25%) of its floor space dedicated to the rental of pool or billiard tables).

(7) Skating rink or roller blade facility.

(8) Night club, dance hall, discotheque, bar or tavern selling alcoholic beverages except if said sale is incidental to full service food sales for on-premises consumption.

(9) Video arcade, children's play facility, party facility, or amusement gallery (which are defined as any arcade, facility or gallery with at least seventy-five percent (75%) of its floor space dedicated to video games, pinball machines, amusement rides and/or action games designed for children under eighteen (18) years of age).

(10) Off-track betting facility or bingo parlor.

(11) Second hand, odd lot, closeout or liquidation store.

(12) Auction house or flea market.

(13) Education or training facilities.

(14) General office space (which is defined as office use in excess of 8,000 square feet except that which is incidental to the operation of a retail merchandise Store).

(15) Sleeping quarters or lodging.

(16) Sale, leasing, storage or washing of automobiles, boats, motorcycles or farm equipment.

(17) Industrial or manufacturing.

(18) ***Except on Lot 11***, the following: (1) a supermarket, grocery store, convenience food store, produce store, butcher or meat shop, delicatessen (as defined below), or bakery, or (2) any store of any size for the retail sale for off-premises consumption of (i) fresh fruits, vegetables, or other produce, (ii) fresh meats, fish or poultry, (iii) delicatessen items, (iv) fresh bakery goods, or (v) any combination of the foregoing, the sales floor area for which in such store, including all aisle space, exceeds in the aggregate, one hundred fifty (150) square feet, or (3) any store of any size having more than six thousand (6,000) square feet of sales floor area, including all aisle space, used for the retail sale of groceries and other food products for off-premises consumption; or (4) restaurants. For purposes of the foregoing, (a) the term "restaurant" shall mean any store, other than a delicatessen, for the sale of prepared food for on-premises sit-down service consumption, having no more than forty percent (40%) of the total

floor area of the store to which customers have access used for the sale for off-premises consumption of (i) fresh fruits, vegetables, or other produce, (ii) fresh meats, fish, or poultry, (iii) delicatessen items, (iv) fresh bakery goods, or (v) any combination of the foregoing, and also having a customer seating area that is no less than sixty percent (60%) of the total floor area of the store to which customers have access, and (b) the term "delicatessen" shall mean a store that sells cheese, fresh meats, fish and/or poultry for carry out, or in prepared sandwiches or salads for on and/or off-premises consumption.

(19) ***Except on Lot 6***, Drug store, prescription pharmacy or prescription ordering, processing or delivery facility, whether or not a pharmacist is present at such facility, or for any other purpose requiring a qualified pharmacist or other person authorized by law to dispense medicinal drugs, directly or indirectly, for a fee or remuneration of any kind.

Notwithstanding the foregoing restrictions, but subject nevertheless to Section 12.4.a.(18), at such times as the Occupant of Lot 6 operates a regional or national drugstore on Lot 6, the Occupant shall be permitted to sell all merchandise typically sold in such regional or national drugstore.

b. No Party shall allow or permit any part of the Parking Area or other parts of the Center to be used as a temporary or permanent bus stop, commuter parking area, truck park, or for any used other than for the parking of motor vehicles of Occupants of the Center and their respective customers, business invitees, employees and agents, without the written approval of Developer, provided, however, that the foregoing is not intended to limit the uses intended for Outdoor Selling Areas. Other than as set forth in the Site Plan no temporary or permanent improvements (including kiosks and the like) shall be placed or maintained within the Parking Area, except as provided on the Site Plan and those temporary improvements approved by Developer for outdoor selling.

Section 12.5 Common Signage. Developer shall erect, service and maintain the Common Signage as part of the Common Area Improvements. The single largest trade name fascia (depicted on Exhibits "C" and "D" as *Strack & Van Til*) on both sides of the Common Signage shall bear the trade name of the Store situated on Lot 11. The electronic message board (reader) on Exhibit "C, shall be controlled by the Occupant of Lot 11, which right shall be fully assignable by the owner of Lot 11, to any Occupant of Lot 11. Each Occupant of Lots 9, 10, 12 and 13, occupying a Store of at least 5,000 square feet in Floor Space shall be entitled to place a single trade name fascia (depicted on Exhibit "C" as *FUTURE TENANT 1 through 8* and Exhibit "D" as *TENANT 1 through 8*) on both sides of the Common Signage, provided however, that the Common Signage has vacant space for said trade name fascia (first come, first serve basis). Each Occupant of Lots 9, 10, 12 and 13, occupying a Store of at least 10,000 square feet in Floor Space shall be entitled to place two (2) trade name fascia on both sides of the Common Signage, provided however, that the Common Signage has vacant space for said trade name fascia (first come, first serve basis). Materials and design of trade name fascia shall be subject to the written approval of Developer. Trade name fascia and the message board (reader) are not part of the Common Signage for purposes of this REA and shall be paid for, insured, operated, maintained, repaired and replaced exclusively by the Occupant and/or Party that has its name on each trade name fascia or in the case of the message board (reader), by the Occupant having the right to

is available, Developer may, but is not obligated to, allow the Occupant of a Store on any Lot, regardless of the square footage of the Floor Space, to place a trade name fascia on the Common Signage. Developer's election shall be in writing.

Section 12.6 Non-Interference with Permittee Circulation. So as not to interfere with efficient automobile and pedestrian traffic flow in the Center, there shall be no selling activities conducted outside the Stores other than outdoor selling approved by Developer in approved Outdoor Selling Areas. Developer approval is required in addition to obtaining permits for same from the City.

Section 12.7 Fences. No fence or similar structure shall be placed, kept, permitted or maintained upon the Common Areas, except when approved by Developer for purposes of screening refuge/dumpster sites.

ARTICLE 13
TRANSFER OR CONVEYANCE OF LOTS

Section 13.1 Transfer by Parties Other Than Developer. Each Party (except for Developer) hereto agrees that it shall not transfer or convey its interest, in whole or in part, in all or any portion of its Lot until such Party has completed construction of the Store to be constructed by it upon its Lot in accordance with the terms of this REA and opened its Store for business, except that any Party may, prior thereto, transfer an interest in its Lot by way of mortgage, deed of trust, lease and sale-leaseback or any other financing arrangement requiring the transfer of the Lot (hereinafter collectively called "mortgage"), but any other such transfer during such time shall be null and void. Following the opening of its Store any Party may sell its Lot and be released from further liability hereunder provided any such Purchaser agrees in writing in a document in recordable form to be bound to the terms hereof. Such transfer shall not act to release the transferor from any liability accruing under the terms of this REA prior to said transfer. If requested by a Party transferring its interest hereunder, the other Parties shall furnish to the transferring Party or its transferee an estoppel letter stating, if true, that the transferring Party, to the best of its knowledge, is not in default under the terms of this REA; or, if in default, specifying such defaults.

Section 13.2 Purchasers from Developer. Developer shall have the right to transfer, assign or otherwise convey Developer's interest in the Developer Lot(s). Provided that Developer delivers to the other Parties a copy of an agreement in recordable form, signed by such Person or Persons as may acquire Developer's interest in the Developer Lot(s) by transfer, assignment or other conveyance and which (a) shall formally recognize the obligations of such Person or Persons as purchasers from Developer and (b) shall contain the express assumption by such Person or Persons as purchasers of all of Developer's obligations, responsibilities and duties hereunder (subject to the limitations upon Developer's liability herein contained), Developer shall be released from all liabilities accruing under the terms of this REA prior to and after said transfer.

Section 13.3 **Assignment of Developer's Common Area Maintenance Duties.** Developer shall have the right to transfer, assign or otherwise convey all or any part of Developer's duties, responsibilities, obligations, and liabilities under Article 9 (the "Common Area Maintenance Duties") to any other Person, at any time. Provided that Developer delivers to the other Parties a copy of an agreement in recordable form, signed by such Person as may have assumed all or any part of the Common Area Maintenance Duties by transfer, assignment or other conveyance, and which shall contain an express assumption by such Person of all the Common Area Maintenance Duties so assumed, Developer shall be deemed released from the Common Area Maintenance Duties so assumed and which accrue under Article 9 after the date of said transfer.

Section 13.4 **Limitation upon Developer's Liability.** If Developer shall breach, violate or fail to keep, observe or perform any of its covenants, representations, warranties, agreements or obligations under this REA, and, as a consequence thereof, another Party shall recover a money judgment against Developer, such judgment shall be satisfied (subject to the rights of any mortgagee of the Lots whose lien on the Lots predates the filing of the complaint which results in such judgment) only out of one or more of: (a) the proceeds of sale produced upon execution of such judgment and levy thereon against Developer's interest in the Center, including the improvements thereon; (b) the rents and other income from the Center receivable by Developer; (c) the proceeds of any insurance policies carried by Developer covering or relating to the Center, including the improvements thereon; and (d) the consideration received by Developer from the sale of all or any part of Developer's interest in the Center, including the improvements, made after any such breach, violation or failure of Developer (which consideration shall be deemed to include any assets at any time held by Developer to the extent that the value of same does not exceed the proceeds of such sale), and Developer shall not be liable for any deficiency. The provisions of this Section 13.4 are not designed or intended to relieve Developer from any of its covenants, representations, warranties, agreements or obligations under this REA, but rather to limit its liability in the case of the recovery of a judgment against it, as aforesaid; nor shall any of the provisions of this Section 13.4 be deemed to limit, restrict, waive or otherwise affect a Party's rights to obtain injunctive relief or other equitable relief (except for the right of specific performance, which right all Parties, other that the City, hereby waive and release) or to avail itself of any other right or remedy which may be accorded by law or under this REA.

ARTICLE 14
INSURANCE AND INDEMNIFICATION

Section 14.1 **Duty to Insure.** Prior to commencing construction as defined by Section 4.1 within the Center, and at all times thereafter, each Party shall obtain and require its contractor(s) to obtain and thereafter maintain, at least the minimum coverage(s) set forth below which minimum coverage(s) may be increased from time to time by Developer, in its sole discretion, but with the prior written consent of the Occupant of Lot 11:

a. Workers' Compensation - statutory limits.

b. Employers' Liability - $500,000.00 / $500,000.00 / $500,000.00.

c. Business Auto - $1,000,000.00 (combined single limit basis);

d. Commercial General Liability - $1,000,000.00 per occurrence and $2,000,000.00 aggregate (combined single limit basis), including:

(1) Bodily Injury/Property Damage;

(2) Independent Contractors' Liability;

(3) Business Auto;

(4) Products/Completed Operations Coverage (which shall be kept in effect for two (2) years after completion of all construction);

(5) "XCU" Hazard Endorsement (if applicable);

(6) "Broad Form" Property Damage Endorsement;

(7) "Personal and Advertising Injury" Endorsement; and

(8) "Blanket Contractual Liability" Endorsement.

e. Umbrella Liability Coverage (covering the above policies) - $1,000,000.00 per occurrence and $1,000,000.00 aggregate.

If any construction activity involves the use of another Party's Lot, then the owner of such Lot shall be named as an additional insured and in any event, Developer shall be named as an additional insured. If such insurance is cancelled or expires during construction, then the Party performing construction shall immediately stop all work on or use of the other Party's Lot until either the required insurance is reinstated or replacement insurance obtained.

Section 14.2 Duty to Carry Fire and Extended Coverage Insurance. Each Party shall carry (or cause to be carried) a policy of fire and extended coverage insurance on its Store, except that, in addition to insurance on the Developer Store(s), Developer shall carry (or cause to be carried) a policy of fire and extended coverage insurance on the Common Area Improvements. The Insurance required by this Section 14.2 shall be in an amount at least equal to the replacement cost (exclusive of cost of excavations, foundations and footings) of the improvements being insured and shall insure against loss or damage from causes that are from time to time included as covered risks under standard insurance industry practices within the classification of "difference in conditions coverage" and "broad form fire and extended coverage", and specifically against the following perils: fire, windstorm, hail, cyclone, tornado, riots, riot attending a strike, civil commotion, malicious mischief, vandalism, aircraft, vehicle, smoke damage and sprinkler leakage. Such insurance shall be carried by each Party commencing with the start of construction by each and continuing until the expiration date of this REA.

Section 14.3 General Requirements for Insurance Policies. All insurance required by Article 14 shall be procured from companies authorized to do business in the state where the Center is located and shall be rated by Best's Insurance Reports not less than A/X; provided, however, insurance required hereunder may be provided by underwriters of Lloyd's of London. All insurance may be provided under: (a) an individual policy covering this location; (b) a blanket policy or policies which includes other liabilities, properties and locations of such Party; provided, however, that if such blanket commercial general liability insurance policy or policies contain a general policy aggregate of less than $5,000,000.00 then such insuring Party shall also maintain excess liability coverage necessary to establish a total liability insurance limit of $5,000,000.00; (c) a plan of self-insurance, provided that any Party so self-insuring notifies Developer of its intent to self-insure and agrees that, upon the request of Developer, it shall deliver to such other Party each calendar year a copy of its annual report that is audited by an independent certified public accountant which discloses that such Party has $50,000,000.00 in net worth; or (d) a combination of any of the foregoing insurance programs. To the extent any deductible is permitted or allowed as a part of any insurance policy carried by a Party in compliance with this Article 14, such Party shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed $25,000.00 unless such Party complies with the requirements regarding self-insurance pursuant to (c) above.

The insurance required pursuant to this Article 14 shall include the following provisions:

(a) shall provide, that the policy may not be cancelled or materially reduced in amount or coverage without at least thirty (30) days' prior written notice by the insurer to each insured and to each additional insured; and

(b) shall provide that an act or omission of one of the named insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other named insureds and/or additional insureds.

Section 14.4 Indemnification by Parties. Each Party and Occupant (in this Section 14.4 called the "Indemnitor") shall indemnify, defend and hold harmless each other Party and Occupant (in this Section 14.4 called the "Indemnitee" and collectively "Indemnitees") against all claims, costs, expenses (including reasonable attorneys' fees) and liabilities (in this Section 14.4 collectively called "Claims") caused by Indemnitor's negligence and arising from:

a. The death of or any accident, occurrence, injury, loss or damage whatsoever caused to any natural person or to the property of any Persons as shall occur in or adjacent to the Center during the period from the date hereof to and including the expiration date of this REA (except to the extend such Claims arise from any negligence or fault of the Indemnitee or its Permittees); and

b. Any act or omission whatsoever of negligence or fault on a part of Indemnitor, its agents, servants or employees, relating to the Center, unless caused in whole or in part by Indemnitee or its Permittees.

Indemnitee(s) shall give Indemnitor notice of any suit or proceeding arising from any of the items specified in subparagraphs a. and b. above, and Indemnitor shall have the obligation to defend Indemnitee(s) in said suit or proceeding.

Section 14.5 Certificate of Insurance. Each Party shall, at the request of each other Party and/or the Developer, promptly furnish the requesting Party and the Developer, certificates evidencing compliance with the insurance coverage requirements of this Article 14. No Party shall be required during any given one hundred eighty (180) day period to honor more than one such request.

Section 14.6 Waiver of Subrogation – Parties. To the full extent permitted by law, each Party (in this Section 14.6 the "Releasing Party") hereby releases and waives for itself, and each Person claiming by, through or under it, each other Party (in this Section 14.6 the "Released Party") from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Shopping Center, which loss or damage is of the type generally covered by the insurance required to be maintained this Article 14, irrespective either of any negligence on the part of the Released Party which may have contributed to or caused such loss, or of the amount of such insurance required to be carried or actually carried. Each Party agrees to use its best efforts to obtain, if needed, appropriate endorsements to its policies of insurance with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given.

ARTICLE 15
CONDEMNATION

Section 15.1 "Condemnation" and "Condemnation Date" Defined.

a. "Condemnation" means:

(1) The taking of all or any part of the Center or the possession thereof under the power of eminent domain; or

(2) The voluntary sale of all or any part of a Party's interest in the Center to any Person having the power of eminent domain, provided that all or any part of the Center is then under the threat of taking under the power of eminent domain.

b. "Condemnation Date" means the date when possession of the condemned Lot (or any part thereof) is taken by the condemning authority.

Section 15.2 Restoration upon Condemnation. If any part of the Store of a Party is taken by condemnation and said Party elects to reconstruct its Store, it shall comply with the requirements set forth in this REA with respect to initial construction. If said Party elects not to reconstruct its Store, it shall raze the remainder thereof and clear and keep the area maintained and free of all debris and pave and stripe the area for Parking Area.

Section 15.3 Other Conditions to Restoration. If Common Area or Common Area Improvements shall be taken by condemnation, Developer, to the extent proceeds of the award are available, shall restore the Common Area and/or the Common Area Improvements, as the case may be, as nearly as possible to the condition thereof as existed immediately prior to such taking. Nothing hereinabove shall require, or permit, without the written consent of the other Parties, Developer to provide parking decks.

Section 15.4 Waiver of Award. In the event a Lot or any part hereof is taken by condemnation, each Party waives, in favor of the Party whose Lot or any part thereof is taken by condemnation, any value of the condemnation award attributable to any easements a Party holds in the Lot of such other Party. The waiver of award set forth above shall be effective only if the award recognizes (a) the burden of the servient tenement and the resultant effect on value and (b) the benefit to the dominant tenement and the reflection of deduction in value based upon deprivation of easement rights. However, a waiver under this Section shall not preclude the holder of any interest in another Lot from claiming and collecting from the condemning authority other severance and consequential damages to its own Lot resulting from the taking of the condemned portion of the other Lot.

Section 15.5 No Termination of Easements. Nothing in this Article 15 shall effect the existence of the easements granted under Article 2 hereof, except to the extent such easements burden the land taken by condemnation.

ARTICLE 16
REAL ESTATE TAXES

Each Party shall pay all real estate taxes and assessments attributable to its Lot on or before the time the same become due and payable (subject to each Party's right to make payment under protest), and if any Party fails to do so and the same become delinquent, the other Parties shall have the right but not the obligation to pay the same, with penalties and interest, and shall be entitled to be reimbursed in full immediately by the Party whose real estate taxes and assessments were paid, with interest on the amount paid at the rate of four percent (4%) over the prime rate as listed in the Wall Street Journal as of the date each such payment is made.

ARTICLE 17
EXCUSES FOR NON-PERFORMANCE

Notwithstanding anything contained in this REA, each Party shall be excused from performing any obligation under this REA, and any delay in the performance of any obligation (except the obligation to pay money when due) under this REA shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by acts of God, fire, earthquake, floods, explosion, extreme or unusual weather conditions, actions of the elements, war, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, litigation concerning zoning or building permits, court orders, laws or

orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the control of such Party (other than lack of or inability to procure monies to fulfill its commitments and obligations under this REA). Notwithstanding the foregoing, the provisions of this Article 17 shall at no time operate to excuse any Party from any obligation for the payment of monies herein required to be paid, and all such amounts shall be paid when due.

ARTICLE 18
NOTICES AND APPROVALS

Section 18.1 **Notice to Parties.** Each notice, demand, request, consent, approval, disapproval, designation or other communication (all of the foregoing are herein referred to as a "notice") that a Party may or is required to give or make or communicate to another Party shall be in writing and shall be given or made or communicated by United States Mail, addressed in the case of Developer to:

I-65 Partners, LLC
11045 Broadway, Suite E
Crown Point, IN 46307

With a duplicate to:

David A. Buls, Esq.
Casale, Woodward & Buls, LLP
9223 Broadway, Suite A
Merrillville, IN 46410

and addressed in the case of any other Party to the address specified by such Party as being the address for service of notices. Developer shall maintain a file of addresses of each Party and shall promptly furnish to any Party the address for notice, and person to be notified, of any other Party, subject to the right of a Party to designate with Developer a different address by notice similarly given at least ten (10) days in advance. Unless specifically stated to the contrary elsewhere in this REA, any notice shall be deemed to have been give, made or communicated, as the case may be, two (2) days after the same was deposited in the United States Mail, properly addressed, with postage thereon full prepaid; provided, however, all notices relating to defaults under this REA shall be forwarded by registered or certified mail, return receipt requested.

Section 18.2 **Form and Effect of Notice.** Every notice given to a Party or other Person must state (or must be accompanied by a cover letter that states):

a. The Section of this REA pursuant to which the notice is given;

b. The period of time within which the recipient of the notice must respond thereto, or if no response is required, a statement to that effect; and

c. If specifically allowed or permitted by this REA, that the failure to object to the notice within a stated time period will be deemed to be the equivalent of the recipient's approval of or consent to the subject matter of the notice.

In no event shall a recipient's approval of or consent to the subject matter of a notice be deemed to have been given by its failure to object thereto if such notice (or the accompanying cover letter) did not fully comply with the requirements of subparagraph 18.2.c. immediately preceding.

Section 18.3 Time and Form of Approvals. Wherever in this REA approval of a Party is required, and unless a different time limit is provided herein, such approval or disapproval shall be given in writing within sixty (60) days following the receipt of the item to be so approved or disapproved or the same shall be conclusively deemed to have been approved by such Party. Any disapproval which requires objective reasonableness shall specify the particularity the reasons therefore.

The item to be so approved shall be clearly marked (or shall be accompanied by a cover letter which is clearly marked) "Request for Approval" and indicate the Section of this REA under which approval is required.

Wherever in this REA a lesser period of time for approval or disapproval is provided for than the sixty (60) day period specified in this Section 18.3, such a lesser time limit shall not be applicable unless the notice to the Party whose consent, approval or disapproval is required contains a specific statement of the period of time within which such Party shall act. Failure to specify such times shall not invalidate the notice but simply shall requires the action of such Party to be taken within sixty (60) days.

ARTICLE 19
AMENDMENT

This REA may be amended or otherwise modified only by a writing signed and acknowledged by all of the Parties or their respective successors and assigns and recorded in the Office of the Recorder of Lake County, Indiana. No amendment or other modification of this REA shall require any consent or approval on the part of any Permittee of any Party.

Notwithstanding the foregoing, neither this Article 19, nor Article 22, nor any of the provisions of this REA that in any manner affect the rights, duties or obligations of any Party or the City with regard to the construction, installation, maintenance, repair or replacement of Common Utility Facilities, or the payment of the cost thereof, nor any other provision hereof which has been required by the City as a specific condition to final subdivision approval, shall be amended without the written consent of the City.

ARTICLE 20
EXPIRATION DATE

This REA shall continue in force and effect until all Stores in the Center shall Go Dark or such earlier date as may be required in order that this REA will not be invalidated or be subject to invalidation by reason of a limitation imposed by law on the duration hereof; provided, however, that the aforesaid shall not be deemed to limit the duration of the easements set forth in this REA. Notwithstanding the foregoing, if any of the covenants or other provisions of this REA shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendant of Elizabeth II, Queen of England.

ARTICLE 21
MISCELLANEOUS

Section 21.1 Partition Prohibited. There shall be no partition of any Lot or part thereof from the provisions of this REA.

Section 21.2 Reference to Articles, Sections and Subsections. All references herein to a given Article, Section, Subsection or Subparagraph refer to the Article, Section, Subsection or Subparagraph of this REA.

Section 21.3 Table of Contents and Captions. The table of contents and captions of this REA are inserted only as a matter of convenience and for reference. They do not define, limit or describe the scope or intent of this REA and they shall not affect the interpretation hereof. For example, there are substantive agreements of the Parties contained within Article 1, which is entitled "Definitions".

Section 21.4 Locative Adverbs. The locative adverbs "herein", "hereunder", "hereto", "hereby", "hereinafter", etc., and the words, whenever the same appear herein, mean and refer to this REA in its entirety and not to any specific Article, Section or Subsection hereof unless the context expressly provides otherwise.

Section 21.5 REA for Exclusive Benefit of Parties. The provisions of this REA are for the exclusive benefit of and shall be enforceable by the Parties, the beneficiary of any Occupant which is a land trust, their successors and assigns, and not for the benefit of any third person. This REA shall not be deemed to have conferred any rights upon any third person and there shall not be any third party beneficiaries hereof, except for the City, as expressly set forth herein.

Section 21.6 Waiver of Default. A waiver of any default by a Party must be in writing and no such waiver shall be implied from any omission by a Party to take any action in respect of such default. No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any provision of this REA shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any

other term or provision contained herein. The consent or approval by a Party to or of any act or request by another Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. The rights and remedies given to a Party by this REA shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which a Party might otherwise have by virtue of a default under this REA, and the exercise of one such right or remedy by a Party shall not impair such Party's standing to exercise any other right or remedy.

Section 21.7 Payment on Default. If by reason of another Party's failure or inability to perform any of the provisions of this REA to be performed by such other Party, a Party is compelled (or elects, if such failure or inability to perform shall continue for a period of thirty (30) days after notice specifying such default (or such longer period as may be required to cure such default in the case of a default not capable of being cured within thirty (30) days, provided that the defaulting Party has commenced the curing of such default within such period and thereafter proceeds diligently with such curing)) to pay any sum of money or do any acts that require the payment of money, the defaulting Party shall promptly upon demand reimburse the paying Party for such sums, and all such sums shall bear interest at the rate of four percent (4%) over the prime rate as listed in the Wall Street Journal as of the date each such payment is made, from the date of expenditure until the date of such reimbursement. Any other sums payable by any Party to another Party under this REA that shall not be paid when due shall bear interest at the rate established by this Section 21.7 from the due date of payment thereof.

Section 21.8 No Partnership, Joint Venture or Principal-Agent Relationship. Neither anything in this REA nor any acts of the Parties shall be deemed by the Parties or by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties, and no provision of this REA is intended to create or constitute any person a third party beneficiary hereof, except for the City, as expressly set forth herein.

Section 21.9 Severability. If any provision of this REA shall, to any extent, be invalid or unenforceable, the remainder of this REA (or the application of such provision to Persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each provision of this REA shall be valid and enforceable to the fullest extent permitted by law.

Section 21.10 Governing Law. This REA shall be construed and governed in accordance with the laws of Indiana.

Section 21.11 Dedication. Nothing herein contained shall be deemed to be a gift or dedication of any part of the Center to the general public, or for the general public or for any public purpose whatsoever, it being the intention of the Parties that this REA shall be strictly limited to and for the purposes herein expressed. A Party shall not dedicate any part of its Lot for public purposes without the consent of the other Parties hereto.

With the concurrence of all of the Parties, except as otherwise provided herein all or a part of the Common Area may be closed from time to time to such extent as is reasonable in the opinion of the Parties' respective legal counsel to prevent a dedication thereof or the accrual of rights of any person or of the public therein.

Section 21.12 Written Consent Required. Whenever a Party, Developer or the Project Engineer is requested to consent or to approve of any matter with respect to which its consent or approval is required by this REA, such consent or approval shall be given in writing, and shall (except as otherwise provided in this REA) not be unreasonably withheld, conditioned or delayed.

Section 21.13 Covenants Run with the Land. It is intended that the covenants, easements, agreements, promises and duties of each Party set forth in this REA shall be construed as covenants and not as conditions, and that, to the fullest extent legally possible, all such covenants shall run with the land or constitute equitable servitudes as between the Parties of the respective covenantor, as the servient tenement, and the Lot of the respective covenantee, as the dominant tenement.

Unless the context indicates otherwise, every covenant, easement, agreement and promise of each Party as set forth in this REA shall be deemed a covenant, easement, agreement and promise made for the benefit of the other Party and every duty of each Party as set forth in this REA shall be deemed to run to and for the benefit of the other Party.

Notwithstanding the foregoing, each and every duty, obligation, right and privilege of Developer as set forth in this REA shall run with the land of Lot 12, and shall be a duty, obligation, right and privilege of Developer only so long as Developer is the owner of Lot 12 or any part thereof, such that Developer shall have no duty, obligation, right or privilege under this REA after the date of transfer of fee simple title to Lot 12 to another person or entity.

Section 21.14 Rules for Center. Each Party shall observe and shall use its diligent efforts to cause its Permittees to observe such reasonable rules relating to the Center as may be adopted from time to time by Developer.

Section 21.15 Termination of REA. Except as otherwise specifically provided by this REA, no default under this REA shall entitle any Party to cancel or otherwise rescind this REA; provided, however, that this limitation shall not affect any other rights or remedies that the Parties may be by reason of any default under this REA. In the event of a permitted termination hereunder, each Party agrees to deliver to, or exchange with the other, an instrument in recordable form legally sufficient for such purpose.

Section 21.16 Right to Enjoin. In the event of any violation or threatened violation of any of the provisions of this REA by a Party or Occupant, each other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation.

Section 21.17 Rights, Privileges, and Easements with Respect to Liens. This REA and the rights, privileges and easements of the Parties with respect to each other Party and the Lots of each other Party shall in all events be superior and senior to any lien placed upon any Lot, including the lien of any mortgages or trust deeds. Any amendment or modification hereof, whenever made, shall be deemed superior and senior to any and all liens, including the lien of mortgages and trust deeds, the same as if the same had been executed concurrently herewith; provided, however, that any mortgage may reserve the right to approve any such amendments or modifications.

Section 21.18 Successor Not a Party. The exceptions to a successor Person becoming a Party by reason of any transfer of the whole or any part of the interest of any Party in and to such Party's Lot are as follows:

a. The transferring Party retains the entire possessory interest in the Lot or portion thereof so transferred by way of a leasehold trust deed or leasehold mortgage;

b. The transfer is followed immediately by a leaseback of the same Lot or portion thereof by such Party or an affiliate thereof (a sale and leaseback or a lease and subleaseback), in which event only the lessee or sublessee in possession shall have the status of Party but only so long as the lease in question has not expired or been terminated;

c. The transfer is by way of a sublease, other than as provided in subparagraph b. above; and

d. The successor ("Transferee Party") acquires by such transfer or conveyance:

(1) Less than all of a Party's ("Transferor Party") parcel; or

(2) An undivided interest, such as that of joint tenant, or tenant in common, in such Party's Lot or as a beneficial owner in such Party's interest in its Lot.

In the circumstances described in this subparagraph d., the Persons holding all of the interest in such Lot are to be jointly considered a single Party. In order that another Party shall not be required, with respect to said Lot, to obtain the action or agreement of, or to proceed against, more than one Person in carrying out or enforcing the terms, covenants, provisions and conditions of this REA, then in the circumstances described in this subparagraph d., the Transferor Party shall designate one Person, or two Persons, but not more than two Persons, who must be a member of the Transferee Party or Transferor Party to act on behalf of the Transferee Party and Transferor Party in all matters with regard to this REA.

In the absence of such written designation, the acts of the Transferor Party (whether or not it retains any interest in the Lot in question) shall be binding upon all Persons having an interest in said Lot in question, until such time as written notice of such designation is given to the other Party in accordance with the provisions of Article 18, notwithstanding the fact that the other Party shall become aware of any change in the ownership of any portion of the Center.

The exercise of any powers and rights of a Party under this REA by the Person(s) designated shall be binding upon all Persons having an interest in any Lot owned by such Party. (Such Person(s) designated shall, so long as such designation remains in effect, be a Party hereunder and the remaining Persons owning the Lot in question shall be deemed not to be Parties.) The other Party shall have the right to deal with and rely upon the acts or omissions of the Person(s) designated in the performance of this REA; but such designation shall not, however, relieve any Person from the obligations created by this REA.

Any Person(s) designated pursuant to the provisions of this subparagraph shall be the agent of its principals, upon whom service of any process, writ, summons, order or other mandate of any nature, of any court in any action, suit or proceeding arising out of this REA, or any demand for arbitration may be made, and service upon any one of such Person(s) designated shall constitute due and proper service of any such matter upon its principal.

The Parties agree that this Section 21.19 is not intended to limit any right of transfer that the Parties may otherwise have.

Section 21.19 Mortgages. Nothing in this REA contained shall be construed to interfere with or prohibit any Party from mortgaging its Lot or part thereof; provided, however, that any such mortgage shall, without the need for execution of further instruments, be junior and subordinate in all respects to this REA, but not to any amendments hereto except those to which such mortgagee has consented in writing.

Section 21.20 Conformity to Law.

a. In the event a Party receives a notice from any governmental agency or authority to the effect that the Party so notified is in violation of any governmental order, regulation or requirement in respect of the operation of any part of the Center, the Party so receiving such notice shall promptly transmit copies thereof to the other Parties;

b. Each Party, at its sole expense, shall promptly comply or cause compliance with all laws and governmental orders, regulations or requirements (hereinafter called "Laws") which may at any time be applicable to the buildings on its Lot. Any Party shall have the right, after prior notice to the other Parties, to contest by appropriate legal or administrative proceedings diligently conducted in good faith, in the name of itself and the other Parties, the validity or application of any of the Laws and may delay compliance therewith until a final decision has been rendered in such proceedings and appeal therefrom is no longer possible, provided such delay shall not render the Center or any part thereof liable to forfeiture, involuntary sale or loss, result in involuntary closing of the businesses conducted thereon or subject the other Parties to criminal liability. The other Parties shall cooperate to the fullest extent necessary with the contesting Party in any such proceeding, but a non-contesting Party shall not incur any expense;

c. If compliance with any of the Laws would prevent the full performance hereunder by the Party to whose part of the Center such laws apply, and such Party does not contest the applicability or validity of such Laws, the other Parties may contest the same at their expense. During the pendency of such contest, the Party whose part of the Center is affected may delay

compliance with the Laws unless such delay should render the Center or any part thereof liable to forfeiture, involuntary sale or loss, result in involuntary closing of the businesses conducted thereon or subject a non-contesting Party or any Occupant of its part of the Center to criminal liability;

d. The Party undertaking either proceeding shall at its own expense post any bond or security required by law, and if such security or proceeding does not act as a supersedeas preventing the imposition of all civil and criminal liability upon the Center, or any part thereof, and the Parties hereto, such Party shall furnish to the other Parties with security sufficient in amount to discharge all such liabilities or possible liabilities, plus all costs and expenses connected therewith;

e. A non-contesting Party shall cooperate to the fullest extent necessary with the contesting Party in any such proceeding, and shall take any action necessary to allow a contesting Party to proceed, at the expense, however, of the contesting Party, after first having obtained the consent to such expense by the contesting Party; and

f. This Section shall not apply to a Condemnation, which is covered separately in this REA.

Section 21.21 Estoppel Certificate.

Each Party and Developer agrees that upon the written request (which shall not be more frequent than three (3) times during any calendar year) of any other Party or Developer, an estoppel certificate shall be issued, stating to the best of the issuer's knowledge that as of such date:

(i) whether it knows of any default under this REA by the requesting Person, and if there are known defaults, specifying the nature thereof;

(ii) whether this REA has been assigned, modified or amended in any way by it and if so, then stating the nature thereof; and

(iii) whether this REA is in full force and effect.

Such statement shall act as a waiver of any claim by the Person furnishing it to the extent such claim is based upon facts contrary to those asserted in the statement and to the extent the claim is asserted against a bona fide encumbrancer or purchaser for value without knowledge of facts to the contrary of those contained in the statement, and who has acted in reasonable reliance upon the statement. Notwithstanding anything to the contrary, the issuance of an estoppel certificate shall in no event subject the Person furnishing it to any liability whatsoever, notwithstanding the negligent or otherwise inadvertent failure of such Person to disclose correct and/or relevant information, nor shall such issuance be construed to waive any rights of the issuer to either request an audit of the Common Area Maintenance Costs for any year it is entitled to do so.

ARTICLE 22
RIGHTS OF THE CITY

The City is hereby declared to be a third party beneficiary of the terms and provisions of this REA that have been required by the City as a specific condition to final subdivision approval (the "Required Provisions"), and shall have the right to enforce the Required Provisions of this REA by any means available at law or in equity, including the remedy of specific performance, the same as if the City were a Party, and Developer, on behalf of itself and its successors in interest, and all Parties hereto, do hereby waive any and all defenses to such enforcement rights. In addition to the foregoing, Developer hereby submits the Developer Lot to the jurisdiction of the City, and the City may, in addition to the foregoing: (a) adopt such ordinances, regulations and resolutions as deemed by it to be appropriate to facilitate the enforcement of those provisions of this REA which provide for the private maintenance, repair and replacement of public utilities services, such as, and including, but not limited to, detention ponds and other storm water retention and drainage facilities; (b) inspect and test the Developer Lot and to otherwise investigate and enforce compliance by the Parties with the required provisions of this REA, the laws of the State of Indiana and the ordinances of the City; (c) perform any act, duty or obligation required of Developer or any other Party under this REA, including, but not limited to, the timely maintenance, repair and replacement of the storm water drainage facilities located or to be located on the Center; and (d) assess each Party their respective Allocable Share of all costs and expenses incurred by the City in the exercise of any right under this Article 22, provided, however, that nothing in this REA shall be constructed or deemed to be, or impose upon the City, any obligation respecting same whatsoever.

ARTICLE 23
RIGHTS OF DEVELOPER REGARDING DEDICATED IMPROVEMENTS

Developer shall construct (1) the storm water management basins, storm water drainage facilities and fencing (if required by the City) as well as the roadway commonly known as "Beacon Hill Parkway" all of which improvements are situated within Lot 14, and (2) the storm water management basin, storm water drainage facilities and fencing (if required by the City), on the 4.255 acre "Appurtenant Drainage Easement" depicted on the Plat (the "Off-Site Drainage Facility), none of which improvements are to be considered Common Area Improvements for purposes of this REA. Thereafter, the improvements on Lot 14 and the Off-Site Drainage Facility shall be dedicated to the City. However, if the City refuses such dedication or fails to maintain, repair and replace the dedicated improvements on Lot 14 and the Off-Site Drainage Facility, Developer may, but is not obligated to, declare said improvements to be Common Area Improvements for purposes of this REA. If Developer elects to declare the dedicated improvements on Lot 14 and the Off-Site Drainage Facility to be Common Area Improvements, all Parties shall be notified of such election in writing by Developer.

ARTICLE 24
REPRESENTATION OF DEVELOPER AUTHORITY

The person executing this Declaration on behalf of Developer represents and warrants to the Parties that Developer is a duly authorized and existing limited liability company organized under the laws of the State of Indiana, that Developer has full right and authority to execute, deliver and record this Declaration, and that the person signing on behalf of Developer is authorized to do so.

IN WITNESS WHEREOF, Developer, as declarant, has caused its duly authorized sole member and sole manager to sign and seal this REA as of this third day of June, 2005.

I-65 Partners, LLC

By: _____
Robert I. Rossman, Sole Member and Manager

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned Notary Public in and for said County and State, this 3rd day of June, 2005, personally appeared Robert I. Rossman, the Sole Member and Sole Manager of I-65 Partners, LLC, and acknowledged the execution of the foregoing instrument.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 1-15-08

_____
Notary Public

County of Residence: Lake

Stacey Eisenhutt
Printed Name

This instrument prepared by David A. Buls, Esq., Casale, Woodward & Buls, LLP, 9223 Broadway, Suite A, Merrillville, Indiana 46410

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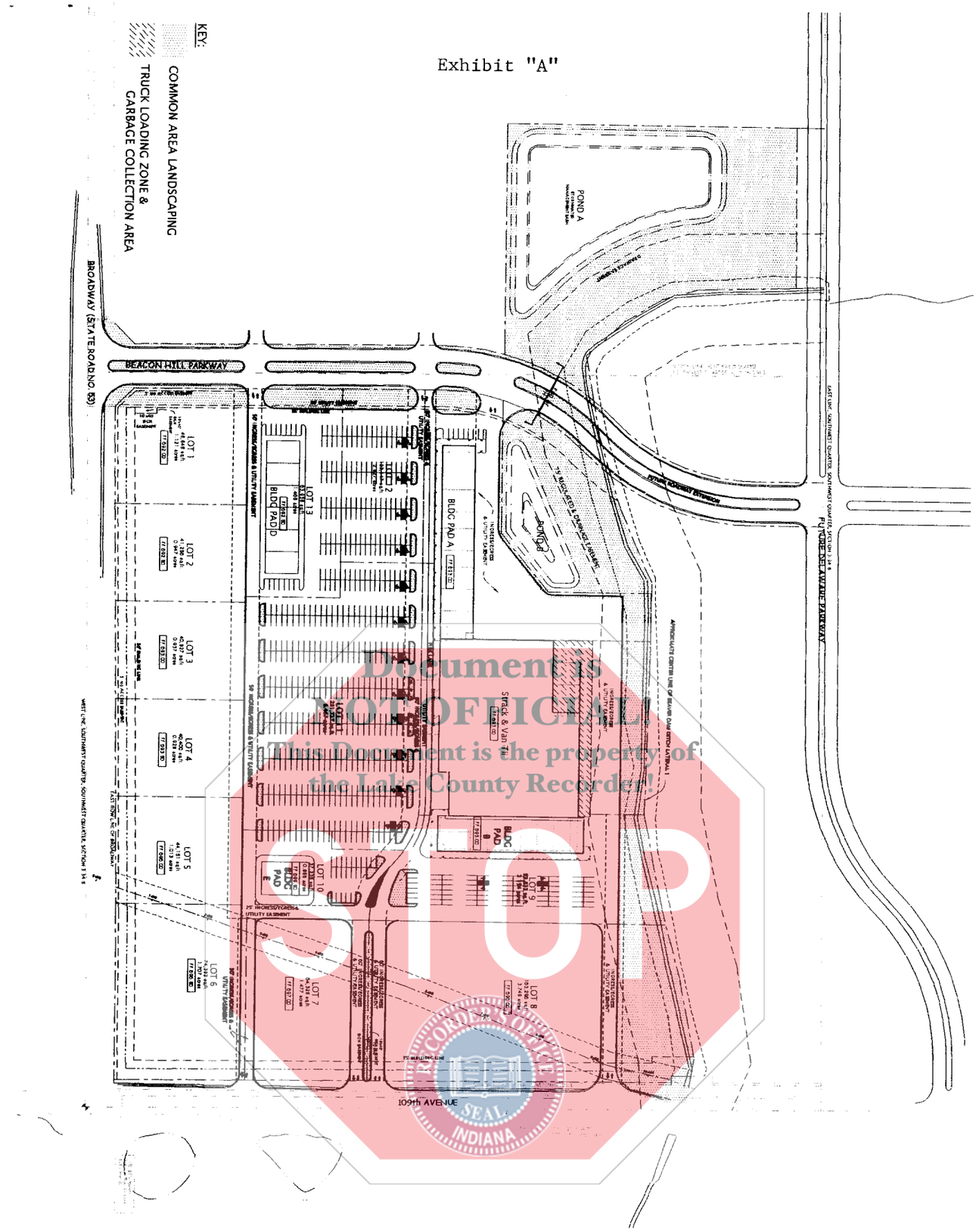
Exhibit "A"



SHEET 1 of 1

BEACON HILL PHASE I COMMERCIAL CENTER
CROWN POINT, INDIANA 46307

SITE PLAN

ROSSMAN & ASSOCIATES
1045 BROADWAY, SUITE C
CROWN POINT, IN 46307
Phone 219 663-7600 Fax 663-7294

DVG Inc.

Exhibit "B"

COMMON AREA MAINTENANCE CATEGORIES

Sanitary Sewer Systems - all costs and expenses actually incurred by the Developer and directly related to the operation, maintenance, repair, restoration and replacement of sanitary sewer systems within the Common Areas of the Center multiplied by the following applicable percentage(s):

Lot 1	5.56%	Lot 2	5.56%	Lot 3	5.56%	Lot 4	5.56%	Lot 5	5.56%	Lot 6	5.52%
Lot 7	5.56%	Lot 8	12.50%	Lot 9	12.50%	Lot10	5.56%	Lot11	12.50%	Lot12	12.50%
Lot13	5.56%										

Storm Sewer Systems - costs and expenses actually incurred by the Developer and directly related to the operation, maintenance, repair, restoration and replacement of storm sewer systems within the Common Areas of the Center multiplied by the following percentage(s):

Lot 1	3.58%	Lot 2	3.03%	Lot 3	3.00%	Lot 4	2.97%	Lot 5	3.24%	Lot 6	5.47%
Lot 7	4.72%	Lot 8	15.63%	Lot 9	8.83%	Lot10	3.57%	Lot11	26.97%	Lot12	12.87%
Lot13	6.12%										

Water Distribution Systems - costs and expenses actually incurred by the Developer and directly related to the operation, maintenance, repair, restoration and replacement of the water distribution systems within the Common Areas of the Center multiplied by the following percentage(s):

Lot 1	0%	Lot 2	0%	Lot 3	0%	Lot 4	0%	Lot 5	0%	Lot 6	0%
Lot 7	0%	Lot 8	21.13%	Lot 9	11.94%	Lot10	4.82%	Lot11	36.44%	Lot12	17.40%
Lot13	8.27%										

Parking Area and Driveways - costs and expenses actually incurred by the Developer and directly related to the operation, maintenance, repair, restoration and replacement of the Parking Area and driveways within the Common Areas of the Center multiplied by the following percentage(s):

Lot 1	0.93%	Lot 2	0.82%	Lot 3	0.82%	Lot 4	0.81%	Lot 5	0.86%	Lot 6	1.27%
Lot 7	1.14%	Lot 8	2.48%	Lot 9	13.81%	Lot10	5.73%	Lot11	41.66%	Lot12	20.01%
Lot13	9.66										

Landscaping and Irrigation Systems - costs and expenses actually incurred by the Developer and directly related to the operation, maintenance, repair, restoration and replacement of the landscaping and irrigations systems within the Common Areas of the Center multiplied by the following percentage(s):

Lot 1	4.33%	Lot 2	3.66%	Lot 3	3.62%	Lot 4	3.59%	Lot 5	3.92%	Lot 6	6.60%
Lot 7	5.71%	Lot 8	14.49%	Lot 9	8.19%	Lot10	3.30%	Lot11	24.99%	Lot12	11.93%
Lot13	5.67%										

Lighting Systems - costs and expenses actually incurred by the Developer and directly related to the operation, maintenance, repair, restoration and replacement of the lighting systems within the Common Areas of the Center multiplied by the following percentage(s):

Lot 1	0.93%	Lot 2	0.82%	Lot 3	0.82%	Lot 4	0.81%	Lot 5	0.86%	Lot 6	1.27%
Lot 7	1.14%	Lot 8	2.48%	Lot 9	13.81%	Lot10	5.73%	Lot11	41.66%	Lot12	20.01%
Lot13	9.66%										

Signage - costs and expenses actually incurred by the Developer and directly related to the operation, maintenance, repair, restoration and replacement of the freestanding signage within the Common Areas of the Center multiplied by the following percentage(s):

Lot 1	4.33%	Lot 2	3.66%	Lot 3	3.62%	Lot 4	3.59%	Lot 5	3.92%	Lot 6	6.60%
Lot 7	5.71%	Lot 8	14.49%	Lot 9	8.19%	Lot10	3.30%	Lot11	24.99%	Lot12	11.93%
Lot13	5.67%										

Miscellaneous - costs and expenses actually incurred by the Developer and directly related to the operation, maintenance, repair, restoration and replacement of the Common Areas, Common Area Improvements and Common Utility Facilities of the Center which do not fall within the preceding categories, multiplied by the following percentage(s):

Lot 1	4.33%	Lot 2	3.66%	Lot 3	3.62%	Lot 4	3.59%	Lot 5	3.92%	Lot 6	6.60%
Lot 7	5.71%	Lot 8	14.49%	Lot 9	8.19%	Lot10	3.30%	Lot11	24.99%	Lot12	11.93%
Lot13	5.67%										

Exhibit "C"

SIDE VIEW 3/16"=1'-0"

FRONT VIEW 3/16"=1'-0"

Exhibit "D"