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LAKELAND COUNTY
CLERK OF SUPERIOR COURT
RECORDS & COMMUNICATIONS
SECTION
100 W. BROAD ST.
RAVENNA, OH 44260

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
1133 Avenue of the Americas
Suite 3100
New York, NY 10036

See override

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME Giraffe Properties, LLC						
OR		1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS c/o Toys "R" Us, Inc. One Geoffrey Way			CITY Wayne	STATE NJ	POSTAL CODE 07470	COUNTRY USA
1d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION Limited Liability Company	1f. JURISDICTION OF ORGANIZATION Delaware	1g. ORGANIZATIONAL ID #, if any 3997160 <input type="checkbox"/> NONE		

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME						
OR		2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS			CITY	STATE	POSTAL CODE	COUNTRY
2d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE		

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME GERMAN AMERICAN CAPITAL CORPORATION, for the benefit of the holders of the Notes						
OR		3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS 60 Wall Street			CITY New York	STATE NY	POSTAL CODE 10005	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

See Exhibits A and B attached hereto, which are made a part hereof.

5. ALTERNATIVE DESIGNATION (if applicable):	<input type="checkbox"/> LESSEE/LESSOR	<input type="checkbox"/> CONSIGNEE/CONSIGNOR	<input type="checkbox"/> BAILEE/BAILOR	<input type="checkbox"/> SELLER/BUYER	<input type="checkbox"/> AG. LIEN	<input type="checkbox"/> NON-UCC FILING
6. <input checked="" type="checkbox"/> This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum (if applicable)	7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) (OPTIONAL FEE)		<input type="checkbox"/> All Debtors	<input type="checkbox"/> Debtor 1	<input type="checkbox"/> Debtor 2	
8. OPTIONAL FILER REFERENCE DATA						
To be filed in Lake County, IN				509691-16		601297/1A

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 MICHAEL BROWN
 MICHAEL BROWN

UCC FINANCING STATEMENT ADDENDUM 005-000677

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

9. NAME OF FIRST DEBTOR (1a or 1b) ON RELATED FINANCING STATEMENT

9a. ORGANIZATION'S NAME Giraffe Properties, LLC			
OR	9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME, SUFFIX

10. MISCELLANEOUS:

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11. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one name (11a or 11b) - do not abbreviate or combine names

11a. ORGANIZATION'S NAME					
OR	11b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
11c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
11d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	11e. TYPE OF ORGANIZATION	11f. JURISDICTION OF ORGANIZATION	11g. ORGANIZATIONAL ID #, if any <input type="checkbox"/> NONE	

12. ADDITIONAL SECURED PARTY'S or ASSIGNOR S/P'S NAME - insert only one name (12a or 12b)

12a. ORGANIZATION'S NAME					
OR	12b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
12c. MAILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY

13. This FINANCING STATEMENT covers timber to be cut or as-extracted collateral, or is filed as a fixture filing.

14. Description of real estate:

See Exhibit B attached hereto, which is made a part hereof, for a description of the real property to which the collateral is related.

16. Additional collateral description:

15. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest):

Debtor is Record Owner.

17. Check only if applicable and check only one box.
 Debtor is a Trust or Trustee acting with respect to property held in trust or Decedent's Estate

18. Check only if applicable and check only one box.
 Debtor is a TRANSMITTING UTILITY
 Filed in connection with a Manufactured-Home Transaction -- effective 30 years
 Filed in connection with a Public-Finance Transaction -- effective 30 years

EXHIBIT A TO UCC-1

DEBTOR: GIRAFFE PROPERTIES, LLC
c/o Toys "R" Us, Inc.
One Geoffrey Way
Wayne, New Jersey 07470

SECURED PARTY: GERMAN AMERICAN CAPITAL CORPORATION, for
the benefit of the holders of the Notes
60 Wall Street, 10th Floor
New York, New York 10005

The collateral covered by the UCC-1 Financing Statement to which this Exhibit A is attached consists of all of the Debtor's estate, right, title and interest now owned or hereafter acquired in, to and under any and all the property (collectively, the "Property") described in the following paragraphs (each a "Granting Clause"): 2005 AUG 10 10:00 AM
STATE OF NEW YORK
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1. The land (the "Land") or the leasehold estate therein, if applicable (the "Leasehold Estate");
2. all additional lands, estates and development rights hereafter acquired by Debtor for use in connection with the Land, the Leasehold Estates and the Condominium Units and the development of the Land, the Leasehold Estates and the Condominium Units and all additional lands and estates therein which may, from time to time, by supplemental mortgage, deed of trust or otherwise, be expressly made subject to the lien of the Security Instrument;
3. all of Debtor's right, title and interest in and to the buildings, foundations, structures, improvements and fixtures (as such term is defined in the Uniform Commercial Code in effect in the State of New York and including, without limitation, all HVAC equipment, elevators, escalators and lighting, together with all equipment, parts and supplies used to service, repair, maintain and equip the foregoing, the "Fixtures") now or hereafter located or erected on or within the Land, the Leasehold Estates and the Condominium Units (collectively, the "Improvements");
4. all of Debtor's right, title and interest in and to (i) all streets, avenues, roads, alleys, passages, places, sidewalks, strips and gores of land and ways, existing or proposed, public or private, adjacent to the Land, and all reversionary rights with respect to the vacation of said streets, avenues, roads, alleys, passages, places, sidewalks and ways in the land lying thereunder; (ii) all air, light, lateral support, development, drainage, oil, gas and mineral rights, options to purchase or lease, waters, water courses and riparian rights now or hereafter pertaining to or used in connection with the Leasehold Estates, the Land, the Condominium Units and/or the Improvements; (iii) all and singular, the tenements, hereditaments, rights of way, easements, appendages

and appurtenances and property now or hereafter belonging or in any way appertaining to the Leasehold Estates, the Land, the Condominium Units and/or the Improvements; and (iv) all estate, right, title, claim or demand whatsoever, either at law or in equity, in possession or expectancy, of, in and to the Leasehold Estates, the Land, the Condominium Units and/or the Improvements;

5. all of Debtor's right, title and interest in and to the machinery, appliances, apparatus, equipment, fittings, Fixtures, materials, articles of personal property and goods of every kind and nature whatsoever used in connection with the Leasehold Estates, the Land, the Condominium Units and/or the Improvements and all additions to and renewals, products and replacements thereof, and all substitutions therefor, now or hereafter affixed to, attached to, placed upon or located upon or in the Leasehold Estate, the Land, the Condominium Units and/or the Improvements, or any part thereof, and used or usable or intended to be used in connection with the complete and comfortable use, ownership, management, maintenance, enjoyment or operation of the Leasehold Estates, the Land, the Condominium Units and/or the Improvements in any present or future occupancy or use thereof and now owned or leased (to the extent permitted by the applicable Lease) or hereafter owned or leased by Debtor, including, but without limiting the generality of the foregoing, all heating, lighting, laundry, cooking, incinerating, loading, unloading and power equipment, boilers, dynamos, engines, pipes, pumps, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus, air cooling and air conditioning apparatus, building materials and equipment, elevators, escalators, carpeting, shades, draperies, awnings, screens, doors and windows, blinds, furnishings (other than the Excluded Personal Property) (hereinafter collectively called "Building Equipment");

6. all of Debtor's right, title and interest as lessor or licensor, as the case may be, in, to (a) that certain Master Lease Agreement dated of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Master Lease"), between, Debtor, as lessor, and Toys "R" Us – Delaware, Inc., a Delaware corporation, collectively as lessee ("Master Lessee"), pursuant to which Debtor has leased all of the Property to Master Lessee, together with all rents, income and profits, including, but not limited to all base rent and all additional rent for pass-through expenses, including without limitation taxes, insurance, ground rent, operating and occupancy expenses and CAM expenses, arising from such Master Lease (collectively, the "Master Lease Rents"), and (b) upon a termination of the Master Lease as to any or all of the Individual Properties, any lease, sublease or subsublease, letting, license, concession or other agreement (whether written or oral and whether now or hereafter in effect) pursuant to which any Person is granted a possessory interest by Debtor or right to use or occupy all or any portion of, any space in the Property, and every modification, amendment or other agreement relating to such lease, sublease, subsublease, or other agreement entered into by Debtor in connection with such lease, sublease, subsublease, or other agreement and every guarantee of the performance and observance of the covenants, conditions and agreements to be performed and observed by the other party thereto, including, without limitation, any cash and securities deposited thereunder (collectively with the Master Lease, "Leases"), the grant of such cash and

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securities hereunder being expressly subject to the provisions of the applicable Leases and all of Debtor's right, title and interest, subject to the provisions of Section 5 of the Security Instrument, in the right to receive and collect the revenues, income, rents, security deposits, issues, profits, royalties and other benefits payable under any of the Leases, and all revenues, income, rents, issues and profits otherwise arising from the use or enjoyment of all or any portion of the Property (collectively with the Master Lease Rents, "Rents");

7. subject to the provisions of Section 6.2 of the Loan Agreement, all of Debtor's right, title and interest in and to all proceeds, judgments, claims, compensation, awards or payments heretofor and hereafter made to Debtor for the taking whether permanent or temporary, by condemnation, eminent domain, or for any conveyance made in lieu of such taking, of the whole or any part of the Property or any easement appurtenant thereto, including, without limitation, all proceeds, judgments, claims, compensation awards or payments for changes of grade of streets or any other injury to or decrease in the value of the Property, whether direct or consequential, which awards and payments are hereby assigned to Secured Party;

8. subject to the provisions of Section 6.2 of the Loan Agreement, all of Debtor's right, title and interest in and to all unearned premiums paid under insurance policies obtained by Debtor now or hereafter obtained by Debtor to the extent the same insure the Property and Building Equipment and any other insurance policies required to be maintained pursuant to Section 6.1 of the Loan Agreement to the extent the same insure the Property and Building Equipment, including, without limitation, liability insurance policies and Debtor's interest in and to all proceeds of the conversion and the interest payable thereon, voluntary or involuntary, of the Property, or any part thereof, into cash or liquidated claims including, without limitation, proceeds of casualty insurance, title insurance or any other insurance maintained on or with respect to the Property and Building Equipment (other than liability insurance);

9. all right, title and interest of Debtor in and to all extensions, improvements, betterments, renewals, substitutes and replacements of, and all additions and Appurtenances to, the Property, hereafter acquired by or released to Debtor or constructed, assembled or placed by Debtor on the Property, and all conversions of the security constituted thereby;

10. all of Debtor's right, title and interest in, to and under, to the extent the same may be encumbered or assigned by Debtor pursuant to the terms thereof without occurrence of a breach or default thereunder and to the extent permitted by applicable law, and without impairment of the validity or enforceability thereof, (i) the REAs and all contracts and agreements relating to the Property (other than the Leases), including operating agreements and management agreements, and all other documents, books and records related to the ownership and operation of the Property; (ii) to the extent permitted by law, all consents, Licenses (including, to the extent permitted by law, any licenses held by Debtor permitting the sale of liquor at any of the Property, the transfer and/or assignment of which is permitted by law without filing or other qualification), warranties, guaranties, building permits and government approvals relating to or required for the

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. construction, completion, occupancy and operation of the Property; (iii) all plans and specifications for the construction of the Improvements, including, without limitation, installations of curbs, sidewalks, gutters, landscaping, utility connections and all Fixtures and equipment necessary for the construction, operation and occupancy of the Improvements; (iv) all such other contracts and agreements (other than the Leases) from time to time executed by Debtor relating to the ownership, leasing, construction, maintenance, operation, occupancy or sale of the Property, together with all rights of Debtor to compel performance of the terms of such contracts and agreements; and (v) the Condominium Declarations;

11. to the extent the same may be encumbered or assigned by Debtor pursuant to the terms thereof and to the extent permitted by law, all of Debtor's right, title and interest in, to and under all escrows, documents, instruments, accounts, chattel paper and general intangibles, as the foregoing terms are defined in the Uniform Commercial Code as in effect in the State in which the Property is located but excluding the Excluded Personal Property, and credit card receivables and escrows, in any case which now or hereafter relate to, are derived from, or are used in connection with the Property, and all contract rights, franchises, books, records, plans, specifications, Licenses, actions and causes of action which now or hereafter relate to, are derived from or used in connection with the Property or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon;

12. all of Debtor's right, title and interest in all proceeds, both cash and noncash, of the foregoing which may be sold or otherwise be disposed of pursuant to the terms of the Security Instrument;

13. all of Debtor's estate, right, title and interest to:

- (a) the Collateral Accounts and all cash, checks, drafts, certificates, instruments and other property, including, without limitation, all deposits and/or wire transfers from time to time deposited or held in, credited to or made to Collateral Accounts;
- (b) all interest, dividends, cash, instruments, and other property from time to time received, receivable or otherwise payable in respect of, or in exchange for, any or all of the foregoing or purchased with funds from the Collateral Accounts; and
- (c) to the extent not covered by clauses (a) or (b) above, all proceeds (as defined under the UCC) of any or all of the foregoing.

14. all of Debtor's estate, right, title and interest whether now owned or hereafter acquired and whether now existing or hereafter arising (the "Rate Cap Collateral"):

- (a) the Interest Rate Cap Agreement;

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- (b) all payments, distributions, disbursements or proceeds due, owing, payable or required to be delivered to Debtor in respect of the Interest Rate Cap Agreement, whether as contractual obligations, damages or otherwise; and
- (c) all of Debtor's claims, rights, powers, privileges, authority, options, security interests, liens and remedies, if any, under or arising out of the Interest Rate Cap Agreement, in each case including all accessions and additions to, substitutions for and replacements, products and proceeds of any or all of the foregoing.

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As used herein, the following capitalized terms have the following meanings:

"Collateral Accounts" shall mean the following account and sub-accounts maintained with Bank of America, N.A.:

- i. Giraffe Properties, LLC, Holding Account in favor of Bank of America, N.A., as Agent (Account Number 1235465893)
- ii. Giraffe Properties, LLC, Tax Reserve Account in favor of Bank of America, N.A., as Agent;
- iii. Giraffe Properties, LLC, Insurance Reserve Account in favor of Bank of America, N.A., as Agent;
- iv. Giraffe Properties, LLC, Ground Rent Reserve Account in favor of Bank of America, N.A., as Agent;
- v. Giraffe Properties, LLC, Debt Service Reserve Account in favor of Bank of America, N.A., as Agent;
- vi. Giraffe Properties, LLC, Master Lease Rent Shortfall Reserve Account in favor of Bank of America, N.A., as Agent;
- vii. Giraffe Properties, LLC, Proceeds Reserve Account in favor of Bank of America, N.A., as Agent;
- viii. Giraffe Properties, LLC, First Mezzanine Debt Service Reserve Account in favor of Bank of America, N.A., as Agent;
- ix. Giraffe Properties, LLC, Second Mezzanine Debt Service Reserve Account in favor of Bank of America, N.A., as Agent;

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- x. Giraffe Properties, LLC, Third Mezzanine Debt Service Reserve Account in favor of Bank of America, N.A., as Agent; and
- xi. Giraffe Properties, LLC, Fourth Mezzanine Debt Service Reserve Account in favor of Bank of America, N.A., as Agent.

"Interest Rate Cap Agreement" shall mean the Confirmation and Agreement (together with the confirmation and schedules relating thereto), dated on or about the date of the Loan Agreement, between the counterparty listed therein and Debtor, obtained by Debtor and collaterally assigned to Secured Party pursuant to the Loan Agreement. After delivery of a replacement Interest Rate Cap Agreement to Secured Party, the term Interest Rate Cap Agreement shall be deemed to mean such replacement Interest Rate Cap Agreement.

"Land" shall mean the land more particularly described on Exhibit B attached hereto and made a part hereof.

"Licenses" shall mean all certifications, permits, licenses and approvals, including without limitation, certificates of completion and occupancy permits required of Debtor for the legal use, occupancy and operation of the of each Individual Property for its current use as a retail store or distribution facility.

"Loan Agreement" shall mean that certain Loan and Security Agreement (together with all amendments, replacements and supplements), dated as of July 21, 2005, between Secured Party, for the benefit of the holders of the Notes, and Debtor.

"Security Instrument" shall mean that certain first priority Combined Fee and Leasehold Multistate Mortgage, Deed to Secure Debt, Deed of Trust, Security Agreement, Financing Statement, Fixture Filing and Assignment of Master Lease, Subleases, Rents and Security Deposits, dated the date of the Loan Agreement, executed and delivered by Debtor to Secured Party (or to a trustee for the benefit of Secured Party, as applicable) and encumbering the Property, as the same may be amended, restated, replaced, supplemented or otherwise modified from time to time.

"UCC" shall mean the Uniform Commercial Code as in effect in the State.

Terms used herein and not otherwise defined are used as defined in the Loan Agreement. Interested parties may contact the Secured Party during normal business hours to review a copy of the Loan Agreement, the Security Instrument or other loan documents.

STATE OF INDIANA
LAKE COUNTY
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WILLIAM BROWN
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EXHIBIT B TO UCC-1

Legal Description

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MICHAEL A. BROWN
CLERK

EXHIBIT B TO UCC-1

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Parcel 1:

Lot 4 in Cypress Equities Phase III, being an addition to the Town of Merrillville, as per plat thereof, recorded in Plat Book 90, page 33, in the Office of the Recorder of Lake County, Indiana, also being described as:

That part of the Northeast 1/4 of Section 22, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, described as follows: Commencing at a point on the North line of the West 1/2 of said Northeast 1/4, said point being 150 feet West of the Northeast corner thereof; thence North 89 degrees 54 minutes 57 seconds West, assumed, (North 89 degrees 59 minutes 00 seconds West) 118.98 feet along said North line to a point 1,600.6 feet (1,600.54 feet) Westerly from the Northeast corner of said Northeast 1/4, said point also being on the Easterly boundary of Interstate Highway 65; thence South 10 degrees 55 minutes 35 seconds West (South 10 degrees 57 minutes 00 seconds West), 151.70 feet along said Easterly boundary to the Northwesterly corner of a tract of land, 0.049 acres, more or less, described in Cause No. 45D04-9703-CP-00230 filed in Lake County, Indiana; thence South 16 degrees 17 minutes 43 seconds East (South 16 degrees 18 minutes 49 seconds East), 44.29 feet along the Northeasterly line of said tract of land to the Northeasterly corner thereof;

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... also contains ...

thence South 10 degrees 58 minutes 06 seconds West (South 10 degrees 57 minutes 00 seconds West), 42.65 feet along the Easterly line of said tract of land to the Southeasterly corner thereof; thence South 09 degrees 39 minutes 48 seconds West (South 09 degrees 40 minutes 23 seconds West), 452.33 feet along the Easterly boundary of Parcel 2 of proposed Right-of-Way taking by I.N.D.O.T. Project No. IM-65-8(133); thence South 90 degrees 00 minutes 00 seconds East, 672.00 feet; thence South 00 degrees 00 minutes 00 seconds East, 942.70 feet; thence Easterly 33.67 feet along a non-tangential curve concave Northerly, having a radius of 120.00 feet and a chord bearing North 81 degrees 57 minutes 43 seconds East, 33.56 feet to a point of tangency; thence North 73 degrees 55 minutes 27 seconds East, 34.45 feet to a point on the South line of 79th Avenue per Document No. 98019340; thence Easterly 85.24 feet along said Southerly right-of-way line, being a non-tangential curve concave Northerly, having a radius of 330.00 feet and a chord bearing South 68 degrees 03 minutes 42 seconds East, 85.01 feet to the Northeast corner of Lot 1 in the amended plat of Cypress Equities/Autonation Subdivision Phase 1 per Document No. 99067680; thence South 00 degrees 12 minutes 40 seconds East, 12.19 feet along the East line of said Lot 1 to a point on the South right-of-way line of 79th Avenue; thence Westerly 13.04 feet along a non-tangential curve concave Southerly having a radius of 120.00 feet and a chord bearing South 85 degrees 48 minutes 07 seconds West, 13.03 feet to the point of beginning; thence continuing Westerly along said curve 18.36 feet, said continuation of curve having a chord bearing South 78 degrees 18 minutes 24 seconds West, 18.34 feet to a point of tangency; thence South 73 degrees 55 minutes 27 seconds West, 67.05 feet to a point of curvature; thence Westerly 50.50 feet along a curve concave Northerly, having a radius of 180.00 feet and a chord bearing South 81 degrees 57 minutes 43 seconds West, 50.34 feet to a point of tangency; thence North 90 degrees 00 minutes 00 seconds West, 356.65 feet to a point of curvature; thence Southwesterly 31.81 feet along a curve concave Southeasterly, having a radius of 25.00 feet and a chord bearing South 53 degrees 33 minutes 08 seconds West, 29.70 feet to a point of reverse curvature; thence Southerly, Westerly and Northerly 170.58 feet along a curve concave Easterly, having a radius of 60.00 feet and a chord bearing North 81 degrees 26 minutes 52 seconds West, 118.67 feet; thence South 00 degrees 00 minutes 00 seconds West, 217.33 feet; thence North 90 degrees 00 minutes 00 seconds East, 631.04 feet to a point on a line parallel to and 13.00 feet West of the East line of said Lot 1; thence North 00 degrees 12 minutes 40 seconds West 246.66 feet along said parallel line to the point of beginning, being a part of Lot 1 in Cypress Equities/Autonation Subdivision, an Addition to the Town of

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Merrillville, as per plat thereof, recorded in Plat Book 84, page 31, as amended by amended plat, Cypress Equities/Autonation Subdivision, Phase 1, an Addition to the Town of Merrillville, as per plat thereof, recorded in Plat Book 87, page 19, in Lake County, Indiana, which per survey dated April 18, 2001, the above is to be known as proposed Lot 4, Cypress Equities Phase III.

Parcel 2:

- a). Easements for Access, Drainage/Water Detention and Utilities for the benefit of Parcel 1 as created under Construction, Operation and Reciprocal Easement Agreement dated February 1, 2001, as Document No. 2001 007499 and re-recorded April 17, 2001, as Document No. 2001 027823, as modified by First Amendment to Construction, Operation and Reciprocal Easement Agreement dated June 18, 2001 and recorded June 19, 2001, as Document No. 2001 047654.
- b). Benefits, if any, contained in Partial Assignment and Assumption of Pylon Sign Rights (AutoNation) dated June 18, 2001 and recorded June 19, 2001, as Document No. 2001 047656. executed by Cypress/Merrillville, Ltd., a Texas limited partnership (Developer) and AutoNation USA Corporation, a Florida Corporation (AutoNation)
- c). Benefits, if any, contained in Partial Assignment and Assumption of Pylon Sign Rights (Babies 'R' Us) dated June 18, 2001 and recorded June 19, 2001, as Document No. 2001 048136, executed by Cypress/Merrillville, Ltd., a Texas limited partnership (Developer) and Baby Superstore, Inc., a South Carolina Corporation (Babies 'R' Us)

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