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## ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease is executed as of April 10, 2007, by **MILLER BEACH PLAZA LLC** ("New Landlord"), and **CAB DEVELOPMENT LLC** ("Current Landlord").

The parties state as follows:

A. As of this date, Current Landlord is transferring title to and possession of the real estate commonly known as 801 S. Lake Street, Indiana, which is legally described on Exhibit A (collectively, the "Premises"), to New Landlord.

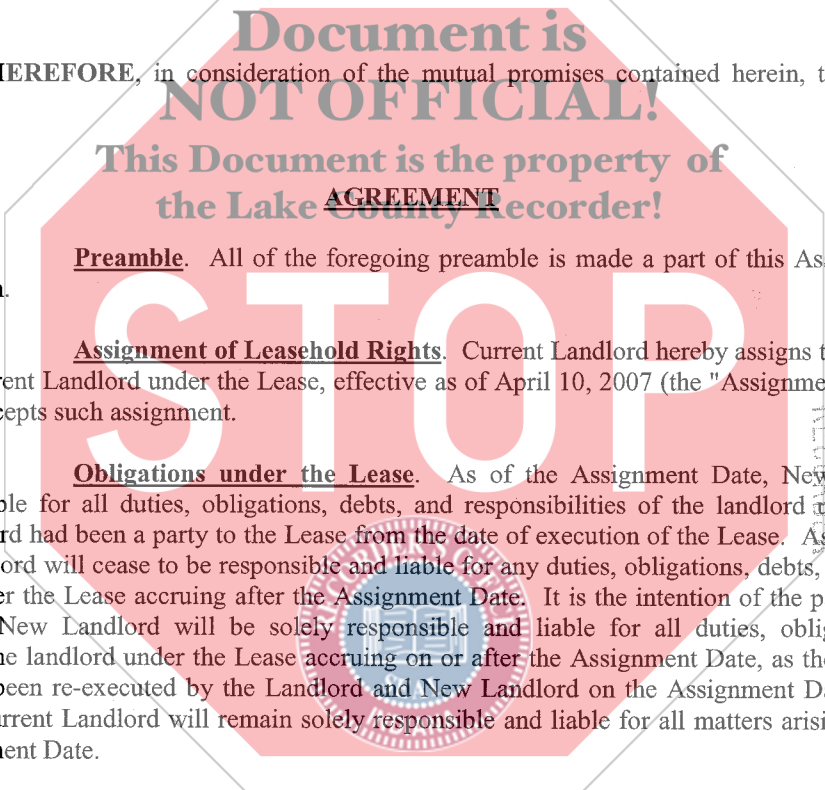
B. Current Landlord has certain rights with respect to the Premises as landlord under a certain Amended and Restated Lease entered into between Current Landlord and Walgreen Co., which is attached hereto and made a part hereof (the "Lease").

C. Current Landlord wishes to assign to New Landlord all rights of Current Landlord under the Lease on the terms and conditions provided herein.

D. Current Landlord is affiliated with New Landlord as both entities are owned by Donald J. Beal.

E. Current Landlord is conveying the Premises for no consideration to New Landlord as of April 10, 2007 in order to comply with requirements for New Landlord to obtain financing to construct a new Walgreens store on the Premises.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows.



**Section 1.** Preamble. All of the foregoing preamble is made a part of this Assignment as though fully set forth herein.

**Section 2.** Assignment of Leasehold Rights. Current Landlord hereby assigns to New Landlord all of the rights of Current Landlord under the Lease, effective as of April 10, 2007 (the "Assignment Date"), and New Landlord hereby accepts such assignment.

**Section 3.** Obligations under the Lease. As of the Assignment Date, New Landlord will be responsible and liable for all duties, obligations, debts, and responsibilities of the landlord under the Lease as though New Landlord had been a party to the Lease from the date of execution of the Lease. As of the Assignment Date, Current Landlord will cease to be responsible and liable for any duties, obligations, debts, and responsibilities of the landlord under the Lease accruing after the Assignment Date. It is the intention of the parties that, after the Assignment Date, New Landlord will be solely responsible and liable for all duties, obligations, debts, and responsibilities of the landlord under the Lease accruing on or after the Assignment Date, as though the Lease had terminated on and been re-executed by the Landlord and New Landlord on the Assignment Date. The foregoing notwithstanding, Current Landlord will remain solely responsible and liable for all matters arising under the Lease prior to the Assignment Date.

**Section 4.** Duties and Indemnification.

(a) **By Current Landlord.** Except as specifically provided in this Agreement, the parties agree that, all debts, causes of action, liabilities, obligations, and claims of any sort arising from or related to events which occurred prior to the Assignment Date related to the Premises and/or the Lease, whether known or unknown, are and

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will remain the sole obligation and responsibility of Current Landlord. Current Landlord will indemnify, defend, and hold New Landlord harmless from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) it may suffer, sustain, or incur by reason of or arising from or in connection with any failure to fully discharge all such responsibilities and obligations, or any willful misrepresentation on the part of Current Landlord.

(b) **By New Landlord.** Except as specifically provided in this Agreement, the parties agree that, all debts, causes of action, liabilities, obligations, and claims of any sort arising from or related to events which occur after the Assignment Date related to the Premises and/or the Lease, whether known or unknown, are and will be the sole obligation and responsibility of New Landlord. New Landlord will indemnify, defend, and hold Current Landlord harmless from and against any and all losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) it may suffer, sustain, or incur by reason of or arising from or in connection with any failure to fully discharge all such responsibilities and obligations, or any willful misrepresentation on the part of New Landlord, including but not limited to any claims with respect to security deposits transferred to New Landlord.

**Section 5. Notices.**

(a) All notices, demands and requests hereunder will be in writing and given by United States registered or certified mail, by facsimile transmission, or by messenger delivery, in the case of Current Landlord at:

5820 S. Ashland Avenue  
Chicago, IL 60636

and in the case of New Landlord at:

Document is  
NOT OFFICIAL!  
5820 S. Ashland Avenue  
Chicago, IL 60636

(b) Each party ~~From time to time~~ may change its address for purposes of notice under this article by giving to the other party notice of such change of address. Any notice, demand or request given by United States registered or certified mail, as provided herein, will be deemed served on the date it is deposited in the United States mail properly addressed and with postage fully prepaid.

(c) If a party attempts to give a notice hereunder and is unable to do so because the other party has refused to accept or has failed to claim any certified or registered mail, such notice may be given in writing by first class mail. Such notice will be deemed served on the date it is deposited in the United States mail properly addressed and with postage fully prepaid.

**Section 6. Attorney's Fees.** In the event any party to this Assignment is compelled to enforce its provisions in litigation commenced against another party hereto, then the prevailing party in such litigation will be entitled to recover its reasonable attorney fees, court costs and other litigation expenses from the non-prevailing party in such litigation.

[SIGNATURES APPEAR ON FOLLOWING PAGE.]

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

New Landlord: MILLER BEACH PLAZA LLC

By: Donald L. Beal  
Donald L. Beal

Current Landlord: CAB DEVELOPMENT LLC

By: Donald L. Beal  
Donald L. Beal

State of Indiana  
County of Lake

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This Document is the property of the Lake County Recorder!

On this 10<sup>th</sup> day of April 2007, before me appeared Donald L. Beal, who being sworn, ~~do~~ acknowledged that he is the Manager of both Miller Beach Plaza LLC and CAB Development LLC, that this instrument was signed by said Donald L. Beal as his free and voluntary act and as the free and voluntary act of said limited liability companies.



Diane M. Capiak  
, Notary Public

I affirm under penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.  
Manco A. Molina

**EXHIBIT A**

**LEGAL DESCRIPTION**

LOTS 2 TO 9, BOTH INCLUSIVE, PARTS OF LOTS 1, 10 AND 27 TO 33, BOTH INCLUSIVE, AND PART OF THE VACATED ALLEY IN BLOCK "F", DUNES HIGHWAY REALTY COMPANY'S SECOND SUBDIVISION, AS RECORDED IN PLAT BOOK 20 PAGE 11 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE WEST LINE OF BLOCK 'F' IN SAID DUNES HIGHWAY REALTY COMPANY'S SECOND SUBDIVISION, SAID POINT BEING 7.75 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 10 IN SAID BLOCK "F"; THENCE NORTH 00'09'03" WEST ALONG SAID WEST LINE 237.21 FEET TO A LINE 50.00 FEET SOUTH TO THE CENTER LINE OF U.S. HIGHWAY 20; THENCE SOUTH 84'50'03" EAST PARALLEL TO SAID CENTER LINE, 248.79 FEET; THENCE SOUTH 00'19'05" EAST; THENCE SOUTH 89'43'24" WEST, 248.34 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, INDIANA.

TAXING UNIT: 25

KEY NO: 42-219-27; 42-219-48; 42-219-1; 42-219-17; 42-219-20 (affects part of land and other real estate)

COMMONLY KNOWN AS: 801 S. LAKE STREET, GARY, INDIANA

