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2007 101387

**SOUTHLAKE INDIANA LLC, as assignor
(Borrower)**

to

**LEHMAN BROTHERS BANK FSB, as assignee
(Lender)**

2007 DEC 20 11:21:15

MICHAEL A. BROWN
RECORDER

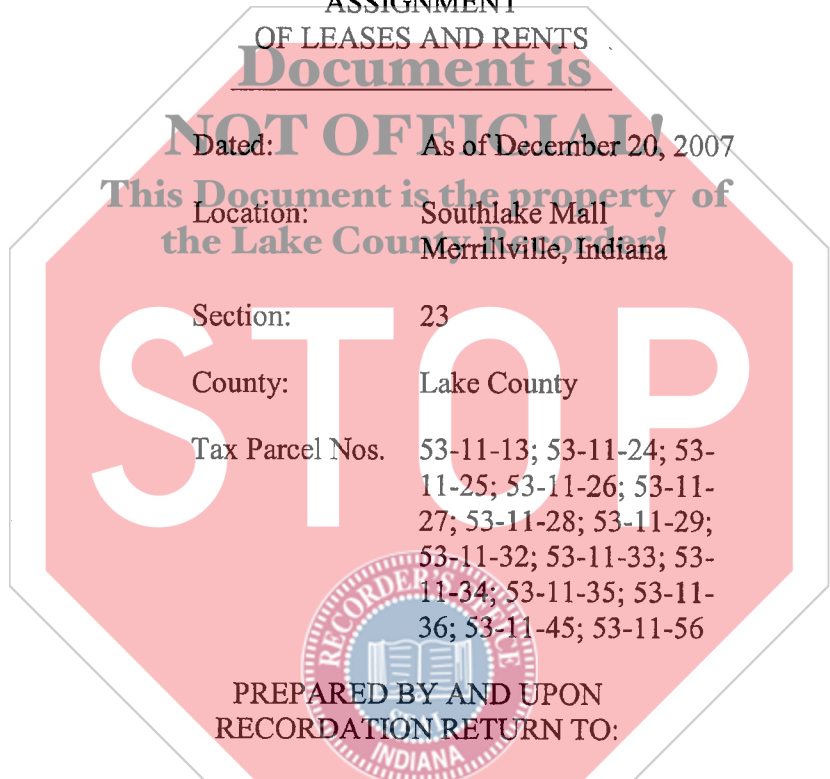
FILED IN PUBLIC RECORDS

**ASSIGNMENT
OF LEASES AND RENTS**

Document is

NOT OFFICIAL!

**This Document is the property of
the Lake County Recorder!**



Dated: As of December 20, 2007

Location: Southlake Mall
Merrillville, Indiana

Section: 23

County: Lake County

Tax Parcel Nos. 53-11-13; 53-11-24; 53-11-25; 53-11-26; 53-11-27; 53-11-28; 53-11-29; 53-11-32; 53-11-33; 53-11-34; 53-11-35; 53-11-36; 53-11-45; 53-11-56

PREPARED BY AND UPON
RECORDATION RETURN TO:

Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Attention: Alan Lawrence, Esq.

CHIGAGO TITLE INSURANCE COMPANY

USActive 10804387.5

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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS (this "**Assignment**") dated and effective as of December 20, 2007 made by SOUTHLAKE INDIANA LLC, a Delaware limited liability company, having an address c/o Westfield, LLC, 11601 Wilshire Blvd., 12th Floor, Los Angeles, California 90025 ("**Assignor**"), to LEHMAN BROTHERS BANK FSB, a federal stock savings bank, having an office at 399 Park Avenue, New York, New York 10022 (together with its successors and assigns, "**Assignee**").

WITNESSETH:

WHEREAS, Assignor is the owner of fee simple title to the property described on Exhibit A attached hereto (the "**Premises**"), together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and other improvements now or hereafter located thereon (collectively, the "**Property**");

WHEREAS, Assignor ("**Borrower**") and Assignee are parties to a Loan Agreement dated as of the date hereof (as amended, modified, restated, consolidated or supplemented from time to time, the "**Loan Agreement**") pursuant to which Assignee is making a secured loan to Borrower in a maximum principal amount of ONE HUNDRED FORTY MILLION and No/100 Dollars (\$140,000,000.00) (the "**Loan**");

WHEREAS, the Loan is evidenced by that certain Note (as defined in the Loan Agreement) and is secured by, inter alia, that certain Mortgage (as defined in the Loan Agreement) encumbering the Property;

WHEREAS, Assignor is making this Assignment as additional security for all sums which may or shall become due hereunder, under the Note, under the Loan Agreement or under any of the other Loan Documents (all such sums being hereinafter collectively referred to as the "**Debt**");

WHEREAS, it is a condition to the obligation of Assignee to make the Loan to Borrower pursuant to the Loan Agreement that Assignor execute and deliver this Assignment; and

WHEREAS, capitalized terms used in this Assignment without definition have the respective meanings assigned to such terms in the Loan Agreement or the Mortgage, as the case may be, the terms of each of which are specifically incorporated by reference herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which by the parties hereto is hereby acknowledged, Assignor hereby assigns, transfers, conveys, sets over and grants a security interest in, unto the Assignee, all right, title and interest of Assignor in and to all Leases and all Rents;

TO HAVE AND TO HOLD the same unto the Assignee, and its successors and assigns forever, upon the terms and conditions and for the uses hereinafter set forth.

And Assignor hereby further agrees as follows:

1. Certain Representations, Warranties and Covenants. Assignor represents, warrants and covenants to the Assignee that:

(a) The payment of the Rents to accrue under any Lease will not be waived, released, reduced, discounted or otherwise discharged or compromised by Assignor except as permitted in the Mortgage or the Loan Agreement. Assignor agrees that it will not assign any of the Rents except to a purchaser or grantee of the Property permitted under the Loan Documents;

(b) Assignor has not performed, and will not perform, any acts, and has not executed, and will not execute, any instrument that would prevent Assignee from exercising its rights under this Assignment; and

(c) Assignor hereby authorizes and directs any Tenant under any of the Leases and any successor to all or any part of the interests of any such Tenant to pay directly to the Account (as defined in the Lockbox Account Agreement), in accordance with the terms of the Cash Management Agreement and the Loan Agreement, the Rents due and to become due under such Tenant's Lease, and such authorization and direction shall be sufficient warrant to the Tenant to make future payments of Rents directly to the Account in accordance with the terms of the Mortgage without the necessity for further consent by Assignor.

2. Assignment; Deferred Exercise of Rights.

(a) As part of the consideration for the Debt, Assignor does hereby absolutely and unconditionally assign to Assignee all right, title and interest of Assignor in and to all present and future Leases and Rents, and this Assignment constitutes a present and absolute assignment and is intended to be unconditional and not as an assignment for additional security only. It is further intended that it not be necessary for Assignee to institute legal proceedings, absent any requirements of law or regulation to the contrary, to enforce the provisions hereof. Assignor hereby authorizes Assignee or its agents to collect the Rents; provided, however, that so long as no Event of Default shall have occurred and is continuing, and subject at all times to the requirement that payments and deposits of Rent be made directly to the Account, Assignor shall have a revocable license, but limited as provided in this Assignment and in any of the other Loan Documents, to otherwise deal with, and enjoy the rights of the lessor under, the Leases.

(b) Upon the occurrence and during the continuance of an Event of Default, and without the necessity of Assignee entering upon and taking and maintaining full control of the Property in person, by agent or by court-appointed receiver, the license referred to in paragraph (a) above shall immediately be revoked and Assignee shall have the right at its option, to exercise all rights and remedies contained in the Loan Documents, or otherwise available at law or in equity.

3. Rents Held in Trust by Assignor. Rents held or received by Assignor shall be held or received by Assignor as trustee for the benefit of Assignee only and shall be deposited directly to the Lockbox Account in accordance with the terms of the Loan Agreement.

4. Effect on Rights Under Other Documents. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the powers and rights granted it hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under any of the other Loan Documents, and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms of the other Loan Documents. The rights of Assignee under the other Loan Documents may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder. This Assignment is intended to be supplementary to and not in substitution for or in derogation of any assignment of rents or grant of a security interest contained in any of the other Loan Documents.

5. Event of Default. Upon or at any time after the occurrence and during the continuance of an Event of Default, then in addition to and without limiting any of the Assignee's rights and remedies hereunder and under the other Loan Documents and as otherwise available at law or in equity:

(a) Assignee may, at its option, without waiving such Event of Default and without regard to the adequacy of the security for the Debt, either in person or by agent, without bringing any action or proceeding, or by a receiver appointed by a court, without taking possession of the Property in its own name, demand, sue for or otherwise collect and receive all Rents, including those past-due and unpaid, for application to the payment of the Debt in accordance with the terms of the Loan Documents, and Assignee may enter into, and to the extent that Assignor would have the right to do so, cancel, enforce or modify any Lease. The exercise by Assignee of the option granted it in this Section 5(a) and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any Event of Default.

(b) Assignor hereby acknowledges and agrees that payment of any item of Rent by a Person to Assignee as hereinabove provided shall constitute payment in full of such item of Rent by such Person, as fully and with the same effect as if it had been paid to Assignor.

(c) Assignee in respect of the Leases and Rents shall have all of the rights and remedies of a secured party under the Uniform Commercial Code as in effect in the State in which such rights and remedies are asserted as described in Section 12(b) herein to the extent of such rights thereunder and additional rights and remedies to which a secured party is entitled under the laws in effect in any jurisdiction where any rights and remedies hereunder may be asserted.

6. Application of Rents and Proceeds. After the occurrence and during the continuance of an Event of Default, Rents received or held by Assignor or Assignee shall be applied in accordance with the terms of the Loan Documents.

7. Attorney-in-Fact. Upon the occurrence and during the continuance of any Event of Default, Assignor hereby appoints Assignee the attorney-in-fact of Assignor to take any

action and execute any instruments that Assignor is obligated, or has covenanted and agreed under the Loan Agreement or the other Loan Documents to take or execute, which appointment as attorney-in-fact is irrevocable and coupled with an interest. Without limiting the generality of the foregoing provisions of this Section 7, upon the occurrence and during the continuance of an Event of Default, Assignor does hereby irrevocably appoint Assignee as its attorney-in-fact with full power, in the name and stead of Assignor to demand, collect, receive and give complete acquittance for any and all of the Rents now due or that may hereafter become due, and at Assignee's discretion, to file any claim, to take any other action, to institute any proceeding or to make any settlement of any claim, either in its own name or in the name of Assignor or otherwise, which Assignee may deem necessary or desirable in order to collect and enforce the payment of Rents.

8. Termination. The Assignee, by the acceptance of this Assignment, agrees that when all of the Debt shall have been paid in full or a Total Defeasance of the Loan occurs in accordance with the terms and conditions of Section 2.3.1 of the Loan Agreement, this Assignment shall terminate, and Assignee shall execute and deliver to Assignor, upon such termination such instruments of termination or reassignment and Uniform Commercial Code termination statements, all without recourse and without any representation or warranty whatsoever, as shall be reasonably requested by Assignor.

9. Expenses. Assignor agrees to pay to Assignee all reasonable out-of-pocket expenses (including reasonable expenses for attorneys' fees and costs of every kind) of, or incident to, the enforcement of any of the provisions of this Assignment or performance by Assignee of any obligation of Assignor hereunder which Assignor has failed or refused to perform.

10. Further Assurances. Assignor agrees that, from time to time upon the written request of Assignee, it will give, execute, deliver, file and/or record any financing statements, notice, instrument, document, agreement or other papers and do such other acts and things that may be necessary and desirable (in the reasonable judgment of Assignee) to create, preserve, perfect or validate this Assignment, to enable Assignee to exercise and enforce its rights hereunder with respect to this Assignment or to otherwise carry out the purposes and intent of this Assignment.

11. No Obligation by Assignee. By virtue of this Assignment, Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any of the Leases. This Assignment shall not operate to constitute Assignee as a lender in possession of the Property or to place responsibility for the control, care, management or repair of the Property upon Assignee, nor shall it operate to make Assignee responsible or liable for any waste committed on the Property by any Tenant or other party in possession or for any dangerous or defective condition of the Property or for any negligence in the management, upkeep, repair or control thereof.

12. Miscellaneous.

(a) No failure on the part of Assignee or any of its agents to exercise, and no course of dealing with respect to, and no delay in exercising, any right, power or remedy

hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Assignee or any of its agents of any right, power or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Subject to Section 16 hereof, the remedies herein are cumulative and are not exclusive of any remedies provided by law.

(b) This Assignment shall be governed by, and be construed in accordance with, the laws of the state in which the Property is located without regard to conflict of law provisions thereof.

(c) Subject to Section 16 hereof, all rights and remedies set forth in this Assignment are cumulative, and Assignee may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby; and no such right or remedy set forth in this Assignment shall be deemed exclusive of any of the remedies or rights granted to Assignee in any of the Loan Documents. Nothing contained in this Assignment shall be deemed to limit or restrict the rights and remedies of Assignee under the Loan Agreement or any of the other Loan Documents.

(d) Until the indebtedness and all other Obligations secured by the Loan Documents are paid in full, Assignor will, upon request, deliver from time to time to Assignee executed originals to the extent available, otherwise photocopies certified by Assignor as true, correct and complete, of executed originals, of any and all existing Leases to which Assignor is a party, and executed originals, or photocopies of executed originals, so certified by Assignor, if an executed original is not available, of all other and future Leases to which Assignor is a party, and upon request of Assignee, will specifically transfer and assign to Assignee such other and future Leases upon the same terms and conditions as herein contained.

(e) Assignor represents that it: (i) has been advised that Assignee engages in the business of real estate financings and other real estate transactions and investments which may be viewed as adverse to or competitive with the business of Assignor or its affiliates; (ii) is represented by competent counsel and has consulted counsel before executing this Assignment; and (iii) has relied solely on its own judgment and on its counsel and advisors in entering into the transaction(s) contemplated hereby without relying in any manner on any statements, representations or recommendations of Assignee or any parent, subsidiary or affiliate of Assignee.

13. No Oral Change. This Assignment may not be amended except by an instrument in writing signed by Assignor and Assignee.

14. Successors and Assigns. Assignor may not assign its rights under this Assignment except as permitted under the Loan Agreement. Subject to the foregoing, this Assignment shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors and assigns.

15. Notices. All notices, requests and other communications provided for herein shall be given or made in writing in the manner specified in the Loan Agreement.

16. Exculpation. It is expressly agreed that recourse against Assignor for failure to perform and observe its obligations contained in this Assignment shall be limited as and to the extent provided in Section 11.1 of the Loan Agreement.

17. Definition of Leases and Rents.

(a) **“Leases”** shall mean all leases and other agreements or arrangements heretofore or hereafter entered into affecting the use, enjoyment or occupancy of, or the conduct of any activity upon or in, the Premises or the Improvements, including any extensions, renewals, modifications or amendments thereof.

(b) **“Rents”** shall mean rents, rent equivalents, moneys payable as damages or in lieu of rent or rent equivalents, royalties (including, without limitation, all oil and gas or other mineral royalties and bonuses), income, receivables, receipts, revenues, deposits (including, without limitation, security, utility and other deposits), accounts, cash, issues, profits, charges for services rendered, and other consideration of whatever form or nature received by or paid to or for the account of or benefit of Assignor or its agents or employees from any and all sources arising from or attributable to the Premises and the Improvements, including, without limitation, all receivables, customer obligations, installment payment obligations and other obligations now existing or hereafter arising or created out of the sale, lease, sublease, license, concession or other grant of the right of the use and occupancy of property, and proceeds, if any, from business interruption or other loss of income insurance.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]



IN WITNESS WHEREOF, this Assignment of Leases and Rents has been duly executed by Assignor as of the day and year first above written.

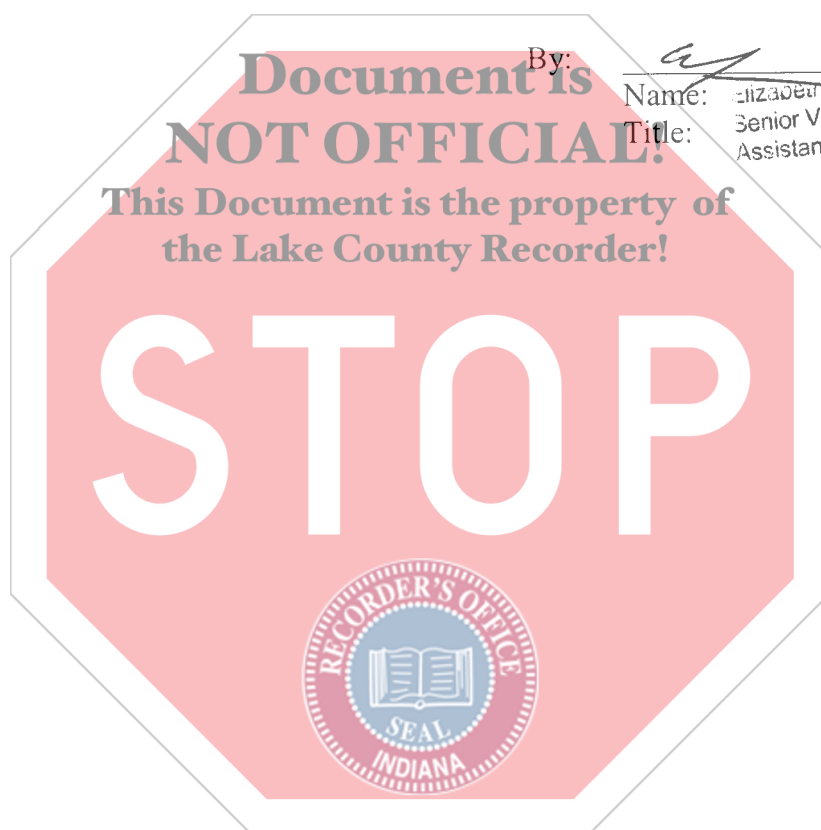
ASSIGNOR:

SOUTHLAKE INDIANA LLC,
a Delaware limited liability company

By: WEA Southlake LLC, a Delaware limited liability company, its sole member

By: Westfield America Limited Partnership, a Delaware limited partnership, its sole member

By: Westfield U.S. Holdings, LLC, a Delaware limited liability company, its general partner

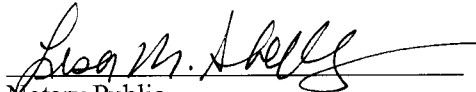


California All-Purpose Acknowledgment

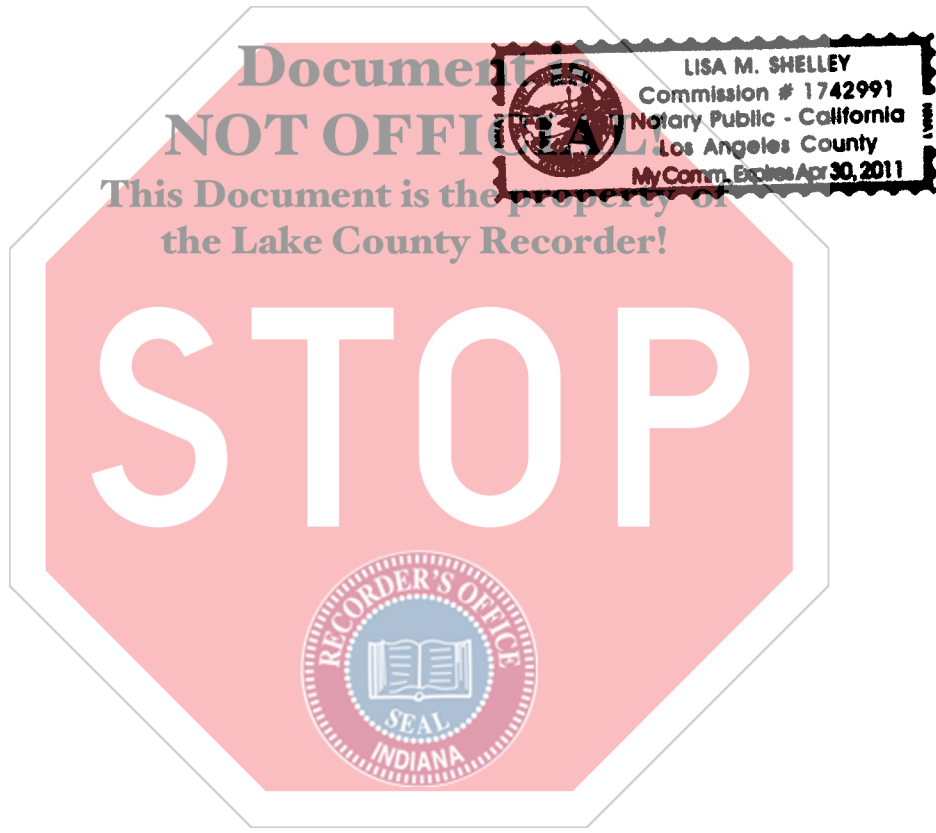
STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

On December 18, 2007, before me, Lisa M. Shelley, Notary Public, personally appeared ELIZABETH P. SATTERTHWAITTE personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public
My commission expires: 4-30-2011



This instrument was prepared by Alan Lawrence, Esq., Cadwalader, Wickersham & Taft LLP, One World Financial Center, New York, New York 10281

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Alan Lawrence



EXHIBIT A

LEGAL DESCRIPTION



No: 620075880

LEGAL DESCRIPTION

PARCEL 1:

PART OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART - ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, 40.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, ALONG THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET, 376.01 FEET; THENCE NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 904.18 FEET TO THE POINT OF BEGINNING; THENCE NORTH 21 DEGREES 38 MINUTES 19 SECONDS WEST, 71.31 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS NORTH 58 DEGREES 57 MINUTES 55 SECONDS WEST, 188.62 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 00 SECONDS WEST, 251.51 FEET; THENCE NORTH 43 DEGREES 20 MINUTES 00 SECONDS WEST, 334.48 FEET; THENCE NORTH 46 DEGREES 40 MINUTES 00 SECONDS EAST, 255.69 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS NORTH 26 DEGREES 43 MINUTES 53 SECONDS WEST, A CHORD DISTANCE OF 94.17 FEET; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST, 78.00 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS NORTH 4 DEGREES 42 MINUTES 06 SECONDS WEST, A CHORD DISTANCE OF 172.88 FEET; THENCE NORTH 9 DEGREES 35 MINUTES 46 SECONDS EAST, 177.00 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CHORD BEARS NORTH 35 DEGREES 24 MINUTES 14 SECONDS WEST, A CHORD DISTANCE OF 49.50 FEET; THENCE NORTH 80 DEGREES 24 MINUTES 14 SECONDS WEST, 103.84 FEET; THENCE ALONG THE ARC OF A 370 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 86 DEGREES 33 MINUTES 07 SECONDS WEST, A CHORD DISTANCE OF 79.25 FEET; THENCE SOUTH 87 DEGREES 18 MINUTES 00 SECONDS WEST, 225.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 80.00 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 00 SECONDS EAST, 225.00 FEET; THENCE ALONG THE ARC OF A 450 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS SOUTH 86 DEGREES 33 MINUTES 07 SECONDS EAST, A CHORD DISTANCE OF 96.39 FEET; THENCE SOUTH 80 DEGREES 24 MINUTES 14 SECONDS EAST, 103.84 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS NORTH 57 DEGREES 16 MINUTES 30 SECONDS EAST, A CHORD DISTANCE OF 47.13 FEET; THENCE ALONG THE ARC OF A 340 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, WHOSE CHORD BEARS NORTH 32 DEGREES 13 MINUTES 26 SECONDS EAST, A CHORD DISTANCE OF 201.90 FEET; THENCE ALONG THE ARC OF A 450 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS NORTH 39 DEGREES 44 MINUTES 54 SECONDS EAST, A CHORD DISTANCE OF 152.39 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, 185.00 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, 552.88 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE #30; THENCE ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 30 MINUTES 23 SECONDS EAST, A CHORD DISTANCE OF 3.03 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES 47 SECONDS EAST, 29.84 FEET TO A POINT OF CURVE; THENCE ALONG THE ARC OF A 300.68 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS SOUTH 19 DEGREES 45 MINUTES 47 SECONDS EAST, A CHORD DISTANCE OF 189.82 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE WEST, WHOSE CHORD BEARS SOUTH 4 DEGREES 04 MINUTES 54 SECONDS EAST, A CHORD DISTANCE OF 39.23 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 154.98 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 416.47 FEET; THENCE NORTH 72 DEGREES 08 MINUTES 00 SECONDS EAST, 292.00 FEET; THENCE SOUTH 62 DEGREES 52 MINUTES 00 SECONDS EAST, 105.36 FEET; THENCE NORTH 72 DEGREES 08 MINUTES 00 SECONDS EAST, 355.70 FEET; THENCE NORTH 17 DEGREES 52 MINUTES 00 SECONDS WEST, 95.71 FEET; THENCE NORTH 72 DEGREES 08 MINUTES 00 SECONDS EAST, 222.80

FEET; THENCE NORTH 17 DEGREES 52 MINUTES 00 SECONDS WEST, 312.59 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 179.55 FEET; THENCE NORTH 1 DEGREE 21 MINUTES 47 SECONDS WEST, 48.50 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 105.80 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS NORTH 43 DEGREES 38 MINUTES 13 SECONDS EAST, A CHORD DISTANCE OF 49.50 FEET; THENCE NORTH 1 DEGREE 21 MINUTES 47 SECONDS WEST, 78.93 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 100.00 FEET; THENCE NORTH 1 DEGREE 21 MINUTES 47 SECONDS WEST, 30.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF U.S. ROUTE #30; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 180.00 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE #30; THENCE SOUTH 1 DEGREE 21 MINUTES 47 SECONDS EAST, 108.93 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS SOUTH 46 DEGREES 21 MINUTES 47 SECONDS EAST, A CHORD DISTANCE OF 49.50 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 196.21 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 101.68 FEET; THENCE SOUTH 72 DEGREES 08 MINUTES 00 SECONDS WEST, 54.17 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 23.60 FEET; THENCE NORTH 82 DEGREES 52 MINUTES 00 SECONDS WEST, 30.30 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 228.40 FEET; THENCE SOUTH 82 DEGREES 52 MINUTES 00 SECONDS EAST, 30.30 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 39.03 FEET; THENCE SOUTH 72 DEGREES 08 MINUTES 00 SECONDS WEST, 199.83 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 405.41 FEET; THENCE NORTH 72 DEGREES 08 MINUTES 00 SECONDS EAST, 58.40 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 61.99 FEET; THENCE NORTH 72 DEGREES 08 MINUTES 00 SECONDS EAST, 34.01 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 199.30 FEET; THENCE NORTH 72 DEGREES 08 MINUTES 00 SECONDS EAST, 644.09 FEET; THENCE ALONG THE ARC OF A 712 FOOT RADIUS CURVE, CONCAVE TO THE WEST, WHOSE CHORD BEARS NORTH 6 DEGREES 49 MINUTES 08 SECONDS WEST, A CHORD DISTANCE OF 322.07 FEET; THENCE NORTH 87 DEGREES 14 MINUTES 16 SECONDS EAST, 83.44 FEET; THENCE DUE SOUTH 353.91 FEET; THENCE SOUTH 9 DEGREES 47 MINUTES 44 SECONDS WEST, 174.01 FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 41 SECONDS WEST, 700.00 FEET; THENCE SOUTH 21 DEGREES 38 MINUTES 19 SECONDS EAST, 210.00 FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 41 SECONDS WEST, 130.00 FEET; THENCE NORTH 21 DEGREES 38 MINUTES 19 SECONDS WEST, 210.00 FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 41 SECONDS WEST, 48.58 FEET; THENCE NORTH 17 DEGREES 52 MINUTES 00 SECONDS WEST, 479.41 FEET; THENCE SOUTH 72 DEGREES 08 MINUTES 00 SECONDS WEST, 73.73 FEET; THENCE NORTH 17 DEGREES 52 MINUTES 00 SECONDS WEST, 120.00 FEET; THENCE SOUTH 72 DEGREES 08 MINUTES 00 SECONDS WEST, 270.00 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 116.00 FEET; THENCE SOUTH 72 DEGREES 08 MINUTES 00 SECONDS WEST, 87.86 FEET; THENCE SOUTH 20 DEGREES 19 MINUTES 09 SECONDS WEST, 100.51 FEET; THENCE SOUTH 72 DEGREES 08 MINUTES 00 SECONDS WEST, 451.23 FEET; THENCE SOUTH 17 DEGREES 52 MINUTES 00 SECONDS EAST, 466.71 FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 41 SECONDS WEST, 183.84 FEET TO THE POINT OF BEGINNING.

ALSO COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 2402.02 FEET ALONG THE WEST LINE OF SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 28 SECONDS EAST, 330.00 FEET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 200.93 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE #30; THENCE ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 11 MINUTES 44 SECONDS EAST, A CHORD DISTANCE OF 510.01 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH WHOSE CHORD BEARS NORTH 88 DEGREES 28 MINUTES 52 SECONDS EAST, A CHORD DISTANCE OF 24.63 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH WHOSE CHORD BEARS NORTH 88 DEGREES 30 MINUTES 23 SECONDS EAST, A CHORD DISTANCE OF 3.03 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 32 MINUTES 52 SECONDS EAST, A CHORD DISTANCE OF 80.00 FEET TO THE POINT OF BEGINNING, BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE #30; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 36 MINUTES 33 SECONDS EAST, A CHORD DISTANCE OF 50.24 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 49.76 FEET; THENCE SOUTH 1 DEGREE 21 MINUTES 47 SECONDS EAST, 30.00 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 100.00 FEET; THENCE NORTH 1 DEGREE 21 MINUTES 47 SECONDS WEST, 29.98 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART - ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 361.86 FEET ALONG THE WEST LINE OF SECTION 23; THENCE NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 1,425.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 700.00 FEET; THENCE SOUTH 21 DEGREES 38 MINUTES 19 SECONDS EAST, 210.00 FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 41 SECONDS WEST, 700.00 FEET; THENCE NORTH 21 DEGREES 38 MINUTES 19 SECONDS WEST, 210.00 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

PART OF THE SOUTHWEST QUARTER AND THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART - ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 361.86 FEET ALONG THE WEST LINE OF SECTION 23; THENCE NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 2,255.90 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 670.00 FEET, THENCE SOUTH 21 DEGREES 38 MINUTES 19 SECONDS EAST, 210.00 FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 41 SECONDS WEST, 670.00 FEET; THENCE NORTH 21 DEGREES 38 MINUTES 19 SECONDS WEST, 210.00 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART - ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, 40.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET, 376.01 FEET; THENCE NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 904.18 FEET; THENCE NORTH 21 DEGREES 38 MINUTES 19 SECONDS WEST, 71.31 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS NORTH 58 DEGREES 57 MINUTES 55 SECONDS WEST, A CHORD DISTANCE OF 188.62 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 00 SECONDS WEST, 251.51 FEET; THENCE NORTH 43 DEGREES 20 MINUTES 00 SECONDS WEST, 334.48 FEET TO THE POINT OF BEGINNING; THENCE NORTH 46 DEGREES 40 MINUTES 00 SECONDS EAST, 255.69 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS NORTH 26 DEGREES 43 MINUTES 53 SECONDS WEST, A CHORD DISTANCE OF 94.17 FEET; THENCE NORTH 19 DEGREES 00 MINUTES 00 SECONDS WEST, 78.00 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS NORTH 11 DEGREES 32 MINUTES 20 SECONDS WEST, A CHORD DISTANCE OF 90.90 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 00 SECONDS WEST, 362.64 FEET; THENCE SOUTH 43 DEGREES 20 MINUTES 00 SECONDS EAST, 238.58 FEET TO THE POINT OF BEGINNING.

PARCEL 5:

PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART - ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 2,402.02 FEET ALONG THE WEST LINE OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 28 SECONDS EAST, 330.00 FEET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 200.93 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE #30; THENCE ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 11 MINUTES 44 SECONDS EAST, A CHORD DISTANCE OF 510.01 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23

FOOT RADIUS CURVE, CONCAVE TO THE SOUTH WHOSE CHORD BEARS NORTH 88 DEGREES 28 MINUTES 52 SECONDS EAST, A CHORD DISTANCE OF 24.63 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG AN ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 30 MINUTES 23 SECONDS EAST, A CHORD DISTANCE OF 3.03 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 32 MINUTES 52 SECONDS EAST, A CHORD DISTANCE OF 80.00 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 36 MINUTES 33 SECONDS EAST, A CHORD DISTANCE OF 50.24 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 49.76 FEET TO THE POINT OF BEGINNING, BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE #30; THENCE SOUTH 1 DEGREE 21 MINUTES 47 SECONDS EAST, 30.00 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 100.00 FEET; THENCE ALONG THE ARC OF A 220.68 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS SOUTH 18 DEGREES 34 MINUTES 00 SECONDS EAST, A CHORD DISTANCE OF 130.54 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTH, WHOSE CHORD BEARS SOUTH 75 DEGREES 53 MINUTES 48 SECONDS EAST, A CHORD DISTANCE OF 45.11 FEET; THENCE ALONG THE ARC OF A 250 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 76 DEGREES 18 MINUTES 24 SECONDS EAST, A CHORD DISTANCE OF 106.77 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 570.53 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST WHOSE CHORD BEARS NORTH 43 DEGREES 38 MINUTES 13 SECONDS EAST, A CHORD DISTANCE OF 49.50 FEET; THENCE NORTH 1 DEGREE 21 MINUTES 47 SECONDS WEST, 78.93 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 100.00 FEET; THENCE NORTH 1 DEGREE 21 MINUTES 47 SECONDS WEST, 30.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE #30; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 591.93 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE #30 TO THE POINT OF BEGINNING.

PARCEL 6:

PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART - ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 2,402.02 FEET ALONG THE WEST LINE OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 28 SECONDS EAST 330.00 FEET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 200.93 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE #30; THENCE ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 11 MINUTES 44 SECONDS EAST, A CHORD DISTANCE OF 510.01 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 28 MINUTES 52 SECONDS EAST, A CHORD DISTANCE OF 24.63 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 30 MINUTES 23 SECONDS EAST, A CHORD DISTANCE OF 3.03 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 32 MINUTES 52 SECONDS EAST, A CHORD DISTANCE OF 80.00 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 36 MINUTES 33 SECONDS EAST, A CHORD DISTANCE OF 50.24 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 821.69 FEET TO THE POINT OF BEGINNING BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE #30; THENCE SOUTH 1 DEGREE 21 MINUTES 47 SECONDS EAST, 108.93 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS SOUTH 46 DEGREES 21 MINUTES 47 SECONDS EAST, A CHORD DISTANCE OF 49.50 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 573.00 FEET; THENCE ALONG THE ARC OF A 400 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS SOUTH 82 DEGREES 56 MINUTES 47 SECONDS EAST, A CHORD DISTANCE OF 117.10 FEET; THENCE ALONG THE ARC OF A 35.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS NORTH 62 DEGREES 43 MINUTES 12 SECONDS EAST, A CHORD DISTANCE OF 47.52 FEET; THENCE ALONG THE ARC OF A 385.68 FOOT RADIUS CURVE, CONCAVE TO THE WEST, WHOSE CHORD BEARS NORTH 9 DEGREES 18 MINUTES 10 SECONDS EAST, A CHORD DISTANCE OF 142.77 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE #30; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 793.00 FEET ALONG THE SOUTHERLY

RIGHT-OF-WAY LINE OF U.S. ROUTE #30 TO THE POINT OF BEGINNING.

PARCEL 7:

PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART - ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 2,402.02 FEET ALONG THE WEST LINE OF SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 28 SECONDS EAST, 330.00 FEET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 200.93 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE #30; THENCE ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 11 MINUTES 44 SECONDS EAST, A CHORD DISTANCE OF 510.01 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH WHOSE CHORD BEARS NORTH 88 DEGREES 28 MINUTES 52 SECONDS EAST, A CHORD DISTANCE OF 24.63 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG AN ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 30 MINUTES 23 SECONDS EAST, A CHORD DISTANCE OF 3.03 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 32 MINUTES 52 SECONDS EAST, A CHORD DISTANCE OF 80.00 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY LINE, ALONG THE ARC OF A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS NORTH 88 DEGREES 36 MINUTES 33 SECONDS EAST, A CHORD DISTANCE OF 50.24 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 1,694.69 FEET TO THE POINT OF BEGINNING BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE #30; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 160.00 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE #30; THENCE SOUTH 1 DEGREE 21 MINUTES 47 SECONDS EAST, 296.44 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 87.90 FEET; THENCE NORTH 54 DEGREES 36 MINUTES 33 SECONDS WEST, 122.00 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS NORTH 16 DEGREES 30 MINUTES 01 SECONDS WEST, A CHORD DISTANCE OF 43.20 FEET; THENCE ALONG THE ARC OF A 465.68 FOOT RADIUS CURVE, CONCAVE TO THE WEST, WHOSE CHORD BEARS NORTH 10 DEGREES 07 MINUTES 22 SECONDS EAST, A CHORD DISTANCE OF 185.45 FEET TO THE POINT OF BEGINNING.

PARCEL 8:

PART OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART - ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 02 DEGREES 42 MINUTES 00 SECONDS WEST, 361.86 FEET ALONG THE WESTERLY LINE OF SECTION 23; THENCE NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 2,955.90 FEET; THENCE NORTH 09 DEGREES 47 MINUTES 44 SECONDS EAST, 174.01 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 275.87 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 219.13 FEET; THENCE NORTH 17 DEGREES 52 MINUTES 00 SECONDS WEST, 245.70 FEET; THENCE NORTH 54 DEGREES 36 MINUTES 33 SECONDS WEST, 44.97 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 87.90 FEET; THENCE NORTH 1 DEGREE 21 MINUTES 47 SECONDS WEST, 296.44 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE #30; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE #30, 130.00 FEET; THENCE SOUTH 01 DEGREE 21 MINUTES 47 SECONDS EAST, 53.02 FEET; THENCE SOUTH 61 DEGREES 21 MINUTES 47 SECONDS EAST, 98.97 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 255.33 FEET TO THE EASTERLY LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23; THENCE SOUTH 02 DEGREES 45 MINUTES 44 SECONDS EAST ALONG THE EASTERLY LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, 675.70 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 474.83 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL 9:

PART OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART - ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, 3,323.36 FEET ALONG THE SOUTH LINE OF SECTION 23; THENCE NORTH 2 DEGREES 45 MINUTES 44 SECONDS WEST, 2,554.45 FEET ALONG THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23 TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE CHESAPEAKE & OHIO RAILROAD AND THE POINT OF BEGINNING; THENCE NORTH 62 DEGREES 41 MINUTES 15 SECONDS WEST, 30.34 FEET ALONG THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE CHESAPEAKE & OHIO RAILROAD TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE #30 ; THENCE SOUTH 88 DEGREES 38 MINUTES 13 SECONDS WEST, 312.27 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF U.S. ROUTE #30; THENCE SOUTH 01 DEGREE 21 MINUTES 47 SECONDS EAST, 53.02 FEET; THENCE SOUTH 61 DEGREES 21 MINUTES 47 SECONDS EAST, 98.97 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 255.33 FEET TO THE EASTERLY LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23; THENCE NORTH 02 DEGREES 45 MINUTES 44 SECONDS WEST ALONG THE EAST LINE OF THE WEST 1/2 OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 23, 87.97 FEET TO THE POINT OF BEGINNING.

PARCEL 10:

PART OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 361.86 FEET ALONG THE WEST LINE OF SECTION 23; THENCE NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 513.42 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CHORD BEARS NORTH 66 DEGREES 43 MINUTES 26 SECONDS WEST, A CHORD DISTANCE OF 148.83 FEET; THENCE ALONG THE ARC OF A 200 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS NORTH 51 DEGREES 45 MINUTES 00 SECONDS WEST, A CHORD DISTANCE OF 183.15 FEET; THENCE NORTH 24 DEGREES 30 MINUTES 00 SECONDS WEST, 110.44 FEET; THENCE NORTH 46 DEGREES 40 MINUTES 00 SECONDS EAST, 176.65 FEET; THENCE SOUTH 43 DEGREES 20 MINUTES 00 SECONDS EAST, 334.48 FEET; THENCE NORTH 46 DEGREES 40 MINUTES 00 SECONDS EAST, 251.51 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST, WHOSE CHORD BEARS SOUTH 58 DEGREES 57 MINUTES 55 SECONDS EAST, A CHORD DISTANCE OF 188.62 FEET; THENCE SOUTH 21 DEGREES 38 MINUTES 19 SECONDS EAST, 71.31 FEET; THENCE SOUTH 68 DEGREES 21 MINUTES 41 SECONDS WEST, 433.05 FEET TO THE POINT OF BEGINNING.

PARCEL 11:

PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, 40.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET 763.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 287.04 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 00 SECONDS EAST, 38.88 FEET; THENCE NORTH 46 DEGREES 40 MINUTES 00 SECONDS EAST, 95.27 FEET; THENCE SOUTH 43 DEGREES 20 MINUTES 00 SECONDS EAST, 238.58 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 00 SECONDS WEST, 176.65 FEET; THENCE SOUTH 65 DEGREES 30 MINUTES 00 SECONDS WEST, 142.69 FEET TO THE POINT OF BEGINNING.

PARCEL 12:

PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN HOBART - ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, 40.00 FEET TO THE EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET; THENCE ALONG SAID RIGHT-OF-WAY OF MISSISSIPPI STREET, NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 1,050.72 FEET TO THE POINT

· OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, 448.35 FEET; THENCE NORTH 44 DEGREES 10 MINUTES 00 SECONDS EAST, 260.33 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 00 SECONDS EAST, 35.02 FEET; THENCE ALONG THE ARC OF A 370 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS SOUTH 86 DEGREES 33 MINUTES 07 SECONDS EAST, A CHORD DISTANCE, OF 79.25 FEET; THENCE SOUTH 80 DEGREES 24 MINUTES 14 SECONDS EAST, 103.84 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHWEST, WHOSE CHORD BEARS SOUTH 35 DEGREES 24 MINUTES 14 SECONDS EAST, A CHORD DISTANCE OF 49.50 FEET; THENCE SOUTH 9 DEGREES 35 MINUTES 46 SECONDS WEST, 177.00 FEET; THENCE ALONG THE ARC OF A 350 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS SOUTH 2 DEGREES 45 MINUTES 34 SECONDS WEST, A CHORD DISTANCE OF 83.33 FEET; THENCE SOUTH 46 DEGREES 40 MINUTES 00 SECONDS WEST, 457.91 FEET; THENCE SOUTH 87 DEGREES 18 MINUTES 00 SECONDS WEST, 38.88 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET AND THE POINT OF BEGINNING.

PARCEL 13:

PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, 40.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET; THENCE NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET, 1,757.06 FEET; THENCE NORTH 87 DEGREES 18 MINUTES 00 SECONDS EAST, 225.00 FEET; THENCE ALONG THE ARC OF A 450 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS SOUTH 86 DEGREES 33 MINUTES 07 SECONDS EAST, A CHORD DISTANCE OF 96.39 FEET; THENCE SOUTH 80 DEGREES 24 MINUTES 14 SECONDS EAST, 41.83 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE ALONG THE ARC OF A 235.52 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS NORTH 20 DEGREES 15 MINUTES 39 SECONDS EAST, A CHORD DISTANCE OF 349.78 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, 167.50 FEET; THENCE ALONG THE ARC OF A 450 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS SOUTH 44 DEGREES 13 MINUTES 15 SECONDS WEST, A CHORD DISTANCE OF 82.74 FEET; THENCE ALONG THE ARC OF A 340 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, WHOSE CHORD BEARS SOUTH 32 DEGREES 13 MINUTES 26 SECONDS WEST, A CHORD DISTANCE OF 201.90 FEET; THENCE ALONG THE ARC OF A 35 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS SOUTH 57 DEGREES 16 MINUTES 30 SECONDS WEST, A CHORD DISTANCE OF 47.13 FEET; THENCE NORTH 80 DEGREES 24 MINUTES 14 SECONDS WEST, 62.01 FEET TO THE POINT OF BEGINNING.

PARCEL 14 (FRINGE LAND # 5):

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 02 DEGREES 42 MINUTES 00 SECONDS WEST, 361.86 FEET ALONG THE WESTERLY LINE OF SECTION 23; THENCE NORTH 68 DEGREES 21 MINUTES 41 SECONDS EAST, 2,955.90 FEET TO THE POINT OF BEGINNING; THENCE NORTH 09 DEGREES 47 MINUTES 44 SECONDS EAST, 174.01 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST, 275.87 FEET; THENCE NORTH 88 DEGREES 38 MINUTES 13 SECONDS EAST, 474.83 FEET TO THE EASTERLY LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23; THENCE SOUTH ALONG THE EASTERLY LINE OF THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 23 TO A POINT 1,536.76 FEET NORTH OF THE SOUTH LINE OF SECTION 23; THENCE SOUTH 68 DEGREES 21 MINUTES 41 SECONDS WEST, 555.70 FEET TO THE PLACE OF BEGINNING.

PARCEL 15:

PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN HOBART - ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, 40.00 FEET; THENCE NORTH 02 DEGREES 42 MINUTES 00 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET, 1,935.70 FEET, THENCE NORTH 06 DEGREES 45 MINUTES 44 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET, A DISTANCE OF 13.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 06 DEGREES 45 MINUTES 44 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY OF MISSISSIPPI STREET, A DISTANCE OF 77.98 FEET TO A POINT; THENCE NORTH 02 DEGREES 42 MINUTES 00 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF MISSISSIPPI STREET PARALLEL WITH WEST LINE OF SECTION 23, A DISTANCE OF 115.65 FEET; THENCE, DEPARTING SAID EASTERLY RIGHT-OF-WAY NORTH 44 DEGREES 39 MINUTES 48 SECONDS EAST, 25.61 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 13 SECONDS EAST, 211.59 FEET TO A POINT OF CURVE; THENCE, ALONG A 500.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEARS SOUTH 75 DEGREES 58 MINUTES 23 SECONDS EAST, 275.19 FEET; THENCE SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, 20.00 FEET TO A POINT OF CURVE; THENCE ALONG A 235.52 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST, WHOSE CHORD BEARS SOUTH 46 DEGREES 13 MINUTES 11 SECONDS WEST, 176.39 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 13 SECONDS WEST, 363.05 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

PARCEL 16: (KOHL'S PARCEL)

PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, 40.0 FEET TO THE EAST RIGHT-OF-WAY LINE OF MISSISSIPPI STREET; THENCE, NORTH 2 DEGREES 42 MINUTES 00 SECONDS WEST, ALONG SAID EAST RIGHT-OF-WAY LINE PARALLEL WITH THE WEST LINE OF SAID SECTION 23, A DISTANCE OF 1935.70 FEET TO A POINT; THENCE NORTH 06 DEGREES 45 MINUTES 44 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF MISSISSIPPI STREET, A DISTANCE OF 91.24 FEET; THENCE NORTH 02 DEGREES 42 MINUTES 00 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF MISSISSIPPI STREET PARALLEL WITH SAID WEST LINE OF SECTION 23, A DISTANCE OF 115.65 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 02 DEGREES 42 MINUTES 00 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF MISSISSIPPI STREET PARALLEL WITH WEST LINE OF SECTION 23, A DISTANCE OF 369.35 FEET; THENCE NORTH 10 DEGREES 46 MINUTES 07 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF MISSISSIPPI STREET, A DISTANCE OF 72.53 FEET; THENCE NORTH 65 DEGREES 48 MINUTES 32 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE OF MISSISSIPPI STREET, A DISTANCE OF 53.76 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF U. S. ROUTE 30 (LINCOLN HIGHWAY); THENCE EASTERLY 742.70 FEET ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID U. S. ROUTE 30, BEING A 53,617.23 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH WHOSE CHORD BEARS NORTH 88 DEGREES 05 MINUTES 59 SECONDS EAST, A DISTANCE OF 742.70 FEET; THENCE, SOUTH 30 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 552.88 FEET; THENCE SOUTH 60 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 185.00 FEET TO A POINT OF CURVE; THENCE 70.28 FEET ALONG A 450.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST, WHOSE CHORD BEARS SOUTH 34 DEGREES 28 MINUTES 27 SECONDS WEST, A DISTANCE OF 70.21 FEET; THENCE NORTH 60 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 167.50 FEET; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 20.00 FEET; THENCE 278.79 FEET ALONG A 500.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH WHOSE CHORD BEARS NORTH 75 DEGREES 58 MINUTES 23 SECONDS WEST, A DISTANCE OF 275.19 FEET; THENCE SOUTH 88 DEGREES 03 MINUTES 13 SECONDS WEST, A DISTANCE OF 211.59 FEET; THENCE SOUTH 44 DEGREES 39 MINUTES 48 SECONDS WEST, A DISTANCE OF 25.61 FEET TO THE EAST RIGHT-OF-WAY LINE OF MISSISSIPPI STREET AND THE POINT OF BEGINNING.

PARCEL 17:

THE RECIPROCAL AND NON-EXCLUSIVE EASEMENTS AND RELATED REAL ESTATE RIGHTS FOR INGRESS, EGRESS, PEDESTRIAN AND VEHICULAR ACCESS, SUPPORT, ENCROACHMENTS, PARKING, UTILITY AND OTHER PURPOSES CREATED AND GRANTED PURSUANT TO THE FOLLOWING DOCUMENTS (HEREINAFTER COLLECTIVELY CALLED "OPERATING AGREEMENTS"):

1. EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF THE 27TH DAY OF JUNE, 1972 BY

AND BETWEEN GARY JOINT VENTURE, J.C. PENNEY COMPANY, INC., AND SEARS, ROEBUCK AND CO. AND RECORDED NOVEMBER 8, 1972, AS DOCUMENT NO. 174993, IN THE LAKE COUNTY RECORDS, VOLUME 1316 AT PAGE 578 WITH THE RECORDER OF DEEDS, COUNTY OF LAKE, INDIANA.

2. SUPPLEMENT TO SAID EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF THE 27TH DAY OF JUNE, 1972 BY AND AMONG LIKE PARTIES, WHICH AGREEMENT IS NOT RECORDED, BUT INCORPORATED IN THE SAID EASEMENT, RESTRICTION AND OPERATING AGREEMENT FOR ALL PURPOSES.

2-1/2. A TRANSFER OF INTEREST FROM J. C. PENNEY COMPANY TO CARSON PIRIE SCOTT & COMPANY, A DELAWARE CORPORATION, WAS RECORDED NOVEMBER 8, 1972, AS DOCUMENT NO. 174995, IN LAKE COUNTY RECORDS.

3. A FIRST AMENDMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF THE 16TH DAY OF APRIL, 1973 AND RECORDED AS DOCUMENT NO. 208331 IN LAKE COUNTY RECORDS.

4. DECLARATION BY GARY JOINT VENTURE DATED THE 7TH DAY OF JUNE, 1973 AND FILED AS DOCUMENT NO. 208332 IN THE LAKE COUNTY RECORDS.

5. DEED OF DECLARATION DATED JUNE 15, 1973, EXECUTED BY GARY JOINT VENTURE AND FILED AS DOCUMENT NO. 208333 IN THE LAKE COUNTY RECORDS.

6. SECOND AMENDMENT TO EASEMENT RESTRICTION AND OPERATING AGREEMENT, DATED AS OF DECEMBER 10, 1974 AND RECORDED AS DOCUMENT NO. 289791 IN THE LAKE COUNTY RECORDS.

7. AMENDMENT TO DEED OF DECLARATION, DATED AS OF DECEMBER 19, 1974, EXECUTED BY GARY JOINT VENTURE AND FILED AS DOCUMENT NO. 289795 IN THE LAKE COUNTY RECORDS.

7-1/2. DECLARATION DATED DECEMBER 10, 1974, MADE BY AND BETWEEN GARY JOINT VENTURE, A PARTNERSHIP, SEARS, ROEBUCK AND CO., A NEW YORK CORPORATION, AND J. C. PENNEY COMPANY, INC., A DELAWARE CORPORATION, AND FILED FOR RECORD AS DOCUMENT NO. 289797.

8. DECLARATION BY GARY JOINT VENTURE DATED AS OF JUNE 1, 1977 FILED AS DOCUMENT NO. 423317 IN THE LAKE COUNTY RECORDS.

9. SECOND AMENDMENT TO DEED OF DECLARATION DATED AS OF JUNE 1, 1977, EXECUTED BY GARY JOINT VENTURE AND FILED FOR RECORD AS DOCUMENT NO. 423318 IN THE LAKE COUNTY RECORDS.

10. EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF JUNE 1, 1977, BY AND BETWEEN GARY JOINT VENTURE AND ADCOR REALTY CORPORATION AND FILED FOR RECORD AS DOCUMENT NO. 423320 IN THE LAKE COUNTY RECORDS.

11. SUPPLEMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF JUNE 1, 1977, BY AND BETWEEN LIKE PARTIES, WHICH AGREEMENT IS NOT RECORDED, BUT IS INCORPORATED IN SAID EASEMENT, RESTRICTION AND OPERATING AGREEMENT FOR ALL PURPOSES.

12. THIRD AMENDMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF JUNE 1, 1977, BY AND AMONG GARY JOINT VENTURE, ADCOR REALTY CORPORATION, J.C. PENNEY COMPANY, INC., SEARS, ROEBUCK AND CO. AND I-65-US 30 CORP FILED AS DOCUMENT NO. 423321 IN THE LAKE COUNTY RECORDS.

13. THIRD AMENDMENT TO DEED OF DECLARATION BY GARY JOINT VENTURE DATED AS OF JUNE 24, 1991, FILED AS DOCUMENT NO. 91032353, IN THE LAKE COUNTY RECORDS.

14. DECLARATION OF DRAINAGE EASEMENTS BY GARY JOINT VENTURE DATED AS OF JUNE 24, 1991, FILED AS DOCUMENT NO. 91031994, IN THE LAKE COUNTY RECORDS.

15. FOURTH AMENDMENT TO EASEMENT, RESTRICTON AND OPERATING AGREEMENT DATED AS OF THE 20th DAY OF December, 2007 AND RECORDED 12/28/07 AS DOCUMENT NUMBER 2007- 101384 IN THE

LAKE COUNTY RECORDS.

16. FIRST AMENDMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT DATED AS OF THE 20th DAY OF December, 2007 AND RECORDED 12/28/07 AS DOCUMENT NUMBER 2007-101385 IN THE LAKE COUNTY RECORDS.

IN, ON, OVER, UPON AND UNDER CERTAIN ADJOINING REAL PROPERTY THEREIN MORE PARTICULARLY DESCRIBED, TOGETHER WITH ALL OF THE RIGHTS, POWERS, PRIVILEGES AND BENEFITS UNDER SAID OPERATING AGREEMENTS OCCURRING TO THE OWNER OR OWNERS OF THE PARCELS HEREIN DESCRIBED, THEIR SUCCESSORS, LEGAL REPRESENTATIVES AND ASSIGNS.

PARCEL 18 (FRINGE LAND NO. 2):

PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN IN HOBART-ROSS TOWNSHIP, LAKE COUNTY, INDIANA, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE NORTH 87 DEGREES 54 MINUTES 24 SECONDS EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH 02 DEGREES 42 MINUTES 00 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET, A DISTANCE OF 1,757.06 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 02 DEGREES 42 MINUTES 00 SECONDS WEST, A DISTANCE OF 178.64 FEET; THENCE NORTH 06 DEGREES 45 MINUTES 44 SECONDS EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET, A DISTANCE OF 13.26 FEET; THENCE NORTH 88 DEGREES 03 MINUTES 13 SECONDS EAST A DISTANCE OF 363.05 FEET TO A POINT ON A CURVE; THENCE ALONG A 235.52 FOOT RADIUS CURVE, CONCAVE TO THE EAST, WHOSE CHORD BEARS SOUTH 01 DEGREES 43 MINUTES 51 SECONDS EAST, A DISTANCE OF 206.19 FEET; THENCE NORTH 80 DEGREES 24 MINUTES 14 SECONDS WEST, A DISTANCE OF 41.83 FEET TO A POINT OF CURVE; THENCE ALONG A 450.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH, WHOSE CHORD BEAR NORTH 86 DEGREES 33 MINUTES 07 SECONDS WEST, A DISTANCE OF 96.39 FEET; THENCE SOUTH 87 DEGREES 18 MINUTES 00 SECONDS WEST, A DISTANCE OF 225.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF MISSISSIPPI STREET AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

