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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 042388

2012 JUN 27 AM 9:16

MICHELLE R. FAJMAN
RECORDER

THIS INSTRUMENT PREPARED BY:

Greg A. Bouwer
Koransky, Bouwer & Poracky, P.C.
425 Joliet Street, Suite 425
Dyer, Indiana 46311

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is dated as of the 21st day of June, 2012, by and between **HENRY WALTER HOLDINGS LLC**, an Indiana limited liability company ("Assignor"), having an address of 600 East 84th Avenue, Merrillville, Indiana 46410, and **RMJM PROPERTIES LLC**, an Indiana limited liability company ("Assignee"), having an address of 865 North Superior Drive, Crown Point, Indiana 46307, recites and provides:

Document is NOT OFFICIAL!

WITNESSETH:

WHEREAS, by Lease dated Lease by and between Crown East Development, LLC ("Original Lessor") and Outdoor Advertising, LLC ("Lessee"), dated October 16, 2009 as evidenced by a Memorandum of Lease dated August 31, 2010 and recorded September 9, 2010; and as evidenced by a Memorandum of Lease dated August 31, 2010 and recorded January 14, 2011 as Document No. 2011 002709 with regard to certain sign ("Sign") located on the real estate in the Crown East Industrial Park Subdivision, Crown Point, Lake County, Indiana ("Premises"); and

WHEREAS, Assignor has succeeded to the interest of the Original Lessor with respect to the Sign and thus, Assignor is the "Current Lessor" under the Lease; and

WHEREAS, Assignor now wishes to assign and transfer to Assignee all of the Assignor's right, title and interest in and to the Lease, all as more particularly hereinafter set forth;

ASSIGNMENT AND ASSUMPTION AGREEMENT:

For and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. The Assignor hereby assigns and transfers to the Assignee all of the Assignor's right, title and interest in and to the Lease, but subject to its terms.

2. Acceptance, Assumption and Indemnity by Assignee. The Assignee (a) accepts the assignment of all of the Assignor's right, title and interest in and to the Lease, (b) agrees to

AMOUNT \$ 18
CASH CHARGE
CHECK # _____
OVERAGE _____
COPY _____
NON-CONF _____
DEPUTY W

FIDELITY CP 920132120
1012.003347/Assignment of Lease 06.21.12
**FIDELITY NATIONAL
TITLE COMPANY**

be bound by their terms, covenants and conditions thereof; (c) assumes the obligations of the Assignor under the Lease from and after the date hereof, and (d) covenants to hold the Assignor harmless from and indemnify the Assignor for any loss, damage, cost or expense (including reasonable attorney's fees) arising out of any failure of the Assignee to perform any of its obligations under the Lease on or after the date hereof.

3. Further Assurances. The Assignor hereby covenants and agrees to execute and deliver, or cause to be executed and delivered, and to do or make, or cause to be done or made, upon the reasonable request of the Assignee, any and all instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the Assignee for the purpose of effecting the assignment described herein. The Assignee hereby covenants and agrees to execute and deliver, or cause to be executed and delivered, and to do or make, or cause to be done or made, upon the reasonable request of the Assignor, any and all instruments, papers, deeds, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the Assignor for the purpose of effecting the assignment described herein

4. Completeness and Modification. This Agreement constitutes the entire agreement between the parties hereto as to the transactions contemplated hereby and supersedes all prior discussions, understandings or agreements between the parties hereto.

5. Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This Agreement and all other instruments referred to herein shall be governed by, and shall be construed according to, the laws of the State of Illinois.

7. Counterparts. To facilitate execution, this Agreement may be executed in as many counterparts as may be required. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof; and it shall be sufficient that the signature on behalf of each party hereto appear on one or more such counterparts. All counterparts shall collectively constitute a single agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first shown above.


ASSIGNOR:

HENRY WALTER HOLDINGS LLC
an Indiana limited liability company

By: 
Brian D. Miller, Vice President

ASSIGNEE:

RMJM PROPERTIES LLC
an Indiana limited liability company

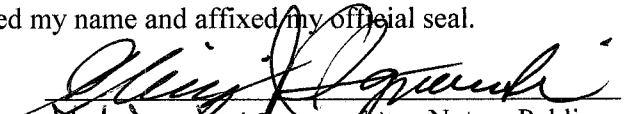
By: 
Name: MARK A. SCHWEITZER
Title: PRESIDENT

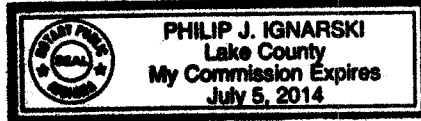
STATE OF INDIANA)
) ss:
COUNTY OF LAKE)

Before, the undersigned, a Notary Public and in for said County and State, this 21st day of June, 2012, personally appeared Brian D. Miller, Vice President of Henry Walter Holdings LLC, and acknowledged the execution of the foregoing assignment for the uses and purposes therein set forth.

In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires: 7/5/14
My County of Residence: LAKE


Philip J. Ignarski, Notary Public



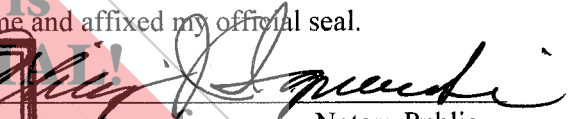
STATE OF INDIANA)
) ss:
COUNTY OF LAKE)

Before, the undersigned, a Notary Public and in for said County and State, this 21st day of June, 2012, personally appeared MARK SCHWEITZER, as MEMBER of RMJM Properties LLC, and acknowledged the execution of the foregoing assignment for the uses and purposes therein set forth.

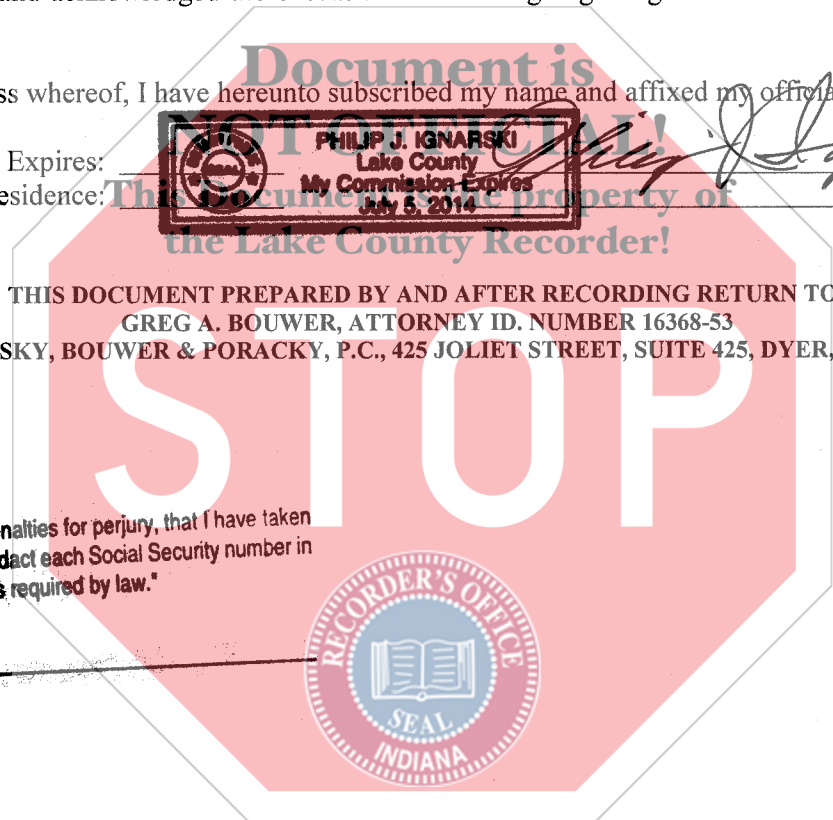
In witness whereof, I have hereunto subscribed my name and affixed my official seal.

My Commission Expires:
My County of Residence:




Notary Public

THIS DOCUMENT PREPARED BY AND AFTER RECORDING RETURN TO:
GREG A. BOUWER, ATTORNEY ID. NUMBER 16368-53
KORANSKY, BOUWER & PORACKY, P.C., 425 JOLIET STREET, SUITE 425, DYER, IN 46311



"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."

Daianna Tarton



EXHIBIT A

That part of the Northwest 1/4 of Section 10, Township 34 North, Range 8 West of the Second Principal Meridian, bounded and described as follows: Beginning at the Northeast corner of Lot 32 in Crown East Industrial Park Unit 2, as per plat thereof, recorded in Plat Book 97 page 45, of part of said Northwest 1/4 of Section 10; thence North 89 degrees 58 minutes 30 seconds West 376.51 feet along the North line of said Lot 32, to the Northwest corner of said Lot 32 and the East line of Outlot A in said Crown East Industrial Park, Unit 2; thence North 00 degrees 16 minutes 02 seconds West 299.20 feet along said East line of Outlot A, to the Northeast corner of said Outlot A; thence North 71 degrees 29 minutes 47 seconds West, 84.66 feet along the Northeasterly line of said Outlot A, to the Northernmost corner of said Outlot A; thence North 36 degrees 05 minutes 14 seconds East, 52.46 feet along the Westerly line of a parcel of property conveyed per deed Document No. 2007-031182 to the Northwest corner of said parcel of property conveyed per deed Document No. 2007-031182; thence North 18 degrees 30 minutes 13 seconds East, 50.00 feet to the Northerly line of a parcel of included in Judgment Quieting Title recorded as Document No. 2008-051337; thence South 71 degrees 29 minutes 47 seconds East 266.28 feet along said Northerly line to the Westerly line of a parcel of property included in Judgment Quieting Title recorded as said Document No. 2008-051337; thence North 18 degrees 30 minutes 13 seconds East, 79.13 feet along said Westerly line and along the Westerly line of a parcel of property conveyed per said deed document 2007-031182 to the Northwest corner of said property conveyed per document no. 2007-031182; thence North 89 degrees 43 minutes 58 seconds East 52.81 feet along the North line of said parcel of property conveyed per deed document No. 2007-031182 to the Northeast corner of said parcel of property conveyed per Deed Document No. 2007-031182; thence North 18 degrees 30 minutes 13 seconds East, 21.12 feet along the extension Northerly of the Easterly line of said parcel of property conveyed per deed Document no. 2007-31182, to the North line of said Northwest 1/4 of Section 10; thence North 89 degrees 43 minutes 58 seconds East 74.46 feet along said North line, to the West line of Delaware Parkway as dedicated in said Crown East Industrial Park Unit 2; thence South 00 degrees 01 minutes 30 seconds West, 427.19 feet along said West line, to the herein point of beginning.

