

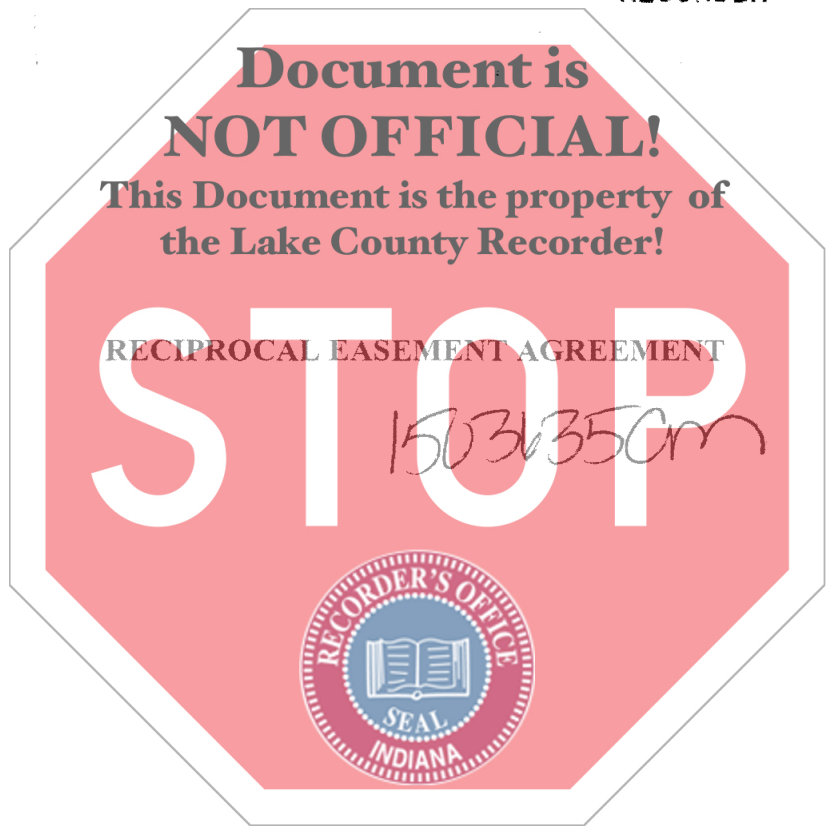
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CHICAGO TITLE INSURANCE COMPANY



INSTRUMENT DRAFTED BY AND
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COVENANTS, CONDITIONS AND RESTRICTIONS
AND RECIPROCAL EASEMENT AGREEMENT

THIS COVENANTS, CONDITIONS AND RESTRICTIONS AND RECIPROCAL EASEMENT AGREEMENT (hereinafter referred to as the "Agreement") is made as of the 29th day of January, 2016, by and between (i) IP-TL CENTURY PLAZA, LLC, a Delaware limited liability company ("IP-TL") and (ii) C&D ENTERPRISES OF MERRILLVILLE, LLC, an Indiana limited liability company ("C&D").

RECITALS

A. IP-TL owns certain land situated in the County of Lake, State of Indiana, commonly known as Century Plaza, more particularly described in Exhibit A attached hereto and made a part hereof (collectively hereinafter referred to as the "Shopping Center").

B. The Parties have entered into that certain Agreement to Sell and Purchase Agreement Estate dated as of January 29, 2016 ("Purchase Agreement"), whereby IP-TL has agreed to sell, and C&D has agreed to purchase, certain improved land located within the Shopping Center, more particularly described in Exhibit B attached hereto and made a part hereof (hereinafter referred to as the "C&D Parcel").

C. The Shopping Center and the C&D Parcel are hereinafter collectively referred to as the "Parcels", and individually as a "Parcel".

D. The Parties desire to create certain easements, rights, privileges, obligations, duties and easements and to impose certain restrictions and covenants upon the respective Parcels.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises, covenants and agreements herein contained, the Parties agree as follows:

ARTICLE I
DEFINITIONS

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

Section 1.1 Force Majeure

"Force Majeure" shall mean casualty or delays caused by any governmental or quasi-governmental entity; shortages of materials, natural resources or labor; fire; catastrophe; labor strikes; civil commotion; riots; war; acts of God; governmental prohibitions or regulations; or any and all other extraordinary causes beyond either Party's control (other than lack of or inability to procure funds or financing.)

Section 1.2 • Improvements

"IP-TL Improvements" means the improvements now or hereafter constructed on the Shopping Center.

"C&D Improvements" means the improvements currently existing on the C&D Parcel.

Section 1.3 Occupant

"Occupant" or "Occupants" means each Person entitled to use and occupy all or any portion of a Party's Improvements.

Section 1.4 Parcel

"Parcel" or "Parcels" means the Shopping Center, or the C&D Parcel, or any combination or portions thereof, as the context may require.

Section 1.5 Parking Areas

"C&D Parking Areas" means the parking areas now or hereafter located on the C&D Parcel.

"Shopping Center Parking Areas" means the parking areas now or hereafter located on the Shopping Center as determined by IP-TL from time to time.

Section 1.6 Party

A "Party" means IP-TL or C&D and "Parties" mean both of the foregoing, or any successor Person(s) acquiring the fee interest, of a Party in or to any portion of such Party's Parcel.

Section 1.7 Permittees

"Permittees" means all Parties, Occupants and their respective officers, directors, employees, agents, partners, contractors, customers, visitors, invitees, licensees and concessionaires.

Section 1.8 Person

"Person" or "Persons" means individuals, partnerships, associations, corporations and any other form of business organization, or one or more of them or combination of them.

Section 1.9 Primary Drives

"Primary Drives" means those common drives, including curbing over and across the Shopping Center and the C&D Parcel as they exist from time to time, and serving the Shopping



Center and the C&D Parcel as depicted on the site plan attached hereto as Exhibit C and made a part hereof.

Section 1.10 PUD

"PUD" means the Fourth Amendment to Century Plaza, a Planned Unit Development in the Town of Merrillville, Indiana, as recorded in Plat Book 108 Page 34.

Section 1.11 Utility Facilities

"Utility Facilities" means all utility lines and systems currently serving one Parcel and located on the other Parcel, including, without limitation, sanitary and storm sewer lines and systems, and electric power lines and systems.

ARTICLE II
EASEMENTS

Section 2.1 Definitions and Documentation

For purposes of this Article, the following will apply:

(a) All rights, privileges and easements granted herein are in accordance with the provisions of this Article II, are non-exclusive and in common with the party granting such rights, privileges and easements and, unless provided otherwise, are irrevocable and for the benefit of each of the Parties hereto and their respective heirs, representatives, successors and assigns as owners of their respective Parcels.

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

Section 2.2 Easements for Access Over the Primary Drives

(a) IP-TL hereby grants to C&D a non-exclusive easement over and across the Primary Drives located on the Shopping Center for the benefit of the C&D Parcel, for:

- (i) Ingress and egress from the C&D Parcel;
- (ii) Circulation and passage of vehicles; and

- (iii) Circulation, passage and accommodation of pedestrians.
- (iv) IP-TL acknowledges subject to the terms of this Agreement that no change shall be made with respect to the location or dimensions of that portion of the Primary Drives dashed lined on Exhibit C (the "Protected Access Area") that materially adversely affects C&D's use of the Protected Access Area as a means of ingress and egress to C&D's parcel. IP-TL reserves the right to close off the Protected Access Area for such reasonable periods of time as may be necessary to perform Access Area maintenance; provided, however, before closing off any part of the Protected Access Area as provided herein, IP-TL shall (i) give C&D at least five (5) days' prior written notice of its intention to do so and (ii) coordinate its closing with C&D so that no materially adverse interference with the operation of the C&D parcel occurs including using commercially reasonable efforts to provide alternate access to the C&D parcel. IP-TL reserves the right to unilaterally relocate any Primary Drive in the Shopping Center with the exception of the Primary Drives located within the Protected Access Area.

(b) C&D hereby grants to IP-TL a non-exclusive easement over and across the Primary Drives located on the C&D Parcel for the benefit of the Shopping Center for:

- (i) Ingress and egress from the Shopping Center;
- (ii) Circulation and passage of vehicles;
- (iii) Circulation, passage and accommodation of pedestrians; and
- (iv) Performance by IP-TL of any of its other rights and obligations set forth in this Agreement.

Section 2.3 Easements for Parking

(a) IP-TL hereby grants to C&D a non-exclusive easement over and across the Shopping Center Parking Access for the benefit of the C&D Parcel for the purpose of parking vehicles in conjunction with the use and enjoyment of the C&D Parcel; provided, however, C&D shall use commercially reasonable efforts to ensure that its customers and employees park within the C&D Parking areas and shall use the Shopping Center Parking Areas only when the parking areas of the C&D Parcel are substantially full or unavailable. Nothing herein shall limit IP-TL's unilateral right to modify, eliminate or relocate the Shopping Center Parking Areas and/or grant exclusive rights to portions thereof.

(b) C&D hereby grants to IP-TL a non-exclusive easement over and across the C&D Parking Areas for the benefit of the Shopping Center for the purpose of parking vehicles in conjunction with the use and enjoyment of the Shopping Center; provided, however, IP-TL shall use commercially reasonable efforts to ensure that its customers and employees park within the Shopping Center Parking Areas and shall use the C&D Parking Areas only when the Shopping Center Parking Areas are full or unavailable.

Section 2.4 Easements for Utility Facilities

(a) IP-TL hereby grants to C&D a non-exclusive easement over that portion of the Shopping Center containing existing utility facilities for the benefit of the C&D Parcel to the extent needed for C&D to use the existing Utility Facilities located in the Shopping Center which currently serve the C&D Parcel.

(b) C&D hereby grants to IP-TL a non-exclusive easement over the C&D Parcel for the benefit of the Shopping Center to the extent needed for IP-TL to connect and use the existing Utility Facilities located on the C&D Parcel which currently serve the Shopping Center.

(c) C&D hereby grants to IP-TL a non-exclusive easement over the C&D Parcel for the benefit of the Shopping Center to the extent needed for IP-TL to relocate any or all of the Utility Facilities, provided IP-TL's relocation of any Utility Facilities shall be done at IP-TL's sole cost and expense, and IP-TL shall use commercially reasonable efforts not to interfere with C&D's operation of its business.

Section 2.5 No Dedication of Easement and Benefit to Permittees

Nothing contained in this Article II, including the grant of any or all easements herein provided, shall be deemed to constitute a dedication of any Parcel, or any portion or portions thereof, to any governmental body or agency or to the general public, or be construed to create any rights in or for the benefit of any Occupant of any part of any Parcel, it being the intention of the Parties that this Agreement shall be strictly limited to and for the purposes herein expressed. C&D and IP-TL each may, however, extend the benefit of the easements created by Section 2.2, Section 2.3 and Section 2.4 to its Permittees.

Section 2.6 Right to Grant Private Easements and Easements to Utility Companies

Nothing herein shall limit the right of any Party to grant easements to any governmental unit, public body and/or utility company for the construction, installation, operation, maintenance, repair, relocation, modification, extension or alteration of sanitary sewers, storm drainage systems, fire protection installations, gas, water, power and telephone lines, mains and trunks in its Parcel (so long as such utility lines installed by C&D are installed underground and so long as any such easement granted by C&D does not affect, limit, or interfere with the use of the Shopping Center).

Section 2.7 Easements Perpetual

Notwithstanding anything herein to the contrary, the easements granted in this Article II shall be perpetual and shall survive the expiration or earlier termination of this Agreement.

ARTICLE III
MAINTENANCE, REPAIR AND RESTORATION
OF BUILDINGS AND IMPROVEMENTS: C&D PARCEL

Section 3.1 Maintenance of C&D Improvements

C&D shall keep and maintain or cause to be kept and maintained, at its sole cost and expense, the C&D Improvements, in a state of good repair, excepting normal wear and tear, reasonably consistent with the standards of the Shopping Center as a whole and in compliance with all present and future laws, ordinances, orders, rules and regulations of lawful governmental authorities.

Section 3.2 Damage or Destruction

C&D hereby agrees that in the event of the damage or destruction of all or any part of the C&D Improvements, C&D shall elect to either (i) promptly commence repairing and rebuilding the C&D Improvements in accordance with Article III and shall exercise reasonable diligence to prosecute such repair or rebuilding to completion in accordance with Section 3.3, or (ii) remove such damaged C&D Improvements in accordance with Section 3.4. C&D shall make such election and commence either such repairing and rebuilding or removal of damaged C&D Improvements within sixty (60) days of the date of such damage or destruction.

Section 3.3 Duty to Complete Rebuilding

C&D agrees to use due diligence in order to cause any building or other improvement which C&D is required to repair, replace or rebuild pursuant to this Article III to be completed and ready for occupancy within twelve (12) months after such damage or destruction occurs.

Section 3.4 Clearing Debris from Razed Improvements

To the extent C&D does not elect to restore such damaged or destroyed C&D Improvements, C&D shall raze the portions thereof which are not restored or rebuilt, clear away all debris and take all other action (including landscaping) required by good construction practice so that the area which had been occupied by the razed building or portions thereof will be attractive. Notwithstanding the foregoing, C&D, in performing any such razing, shall do so in a manner so as not to interfere with or affect the structural integrity of any utilities or any IP-TL Improvements.



Section 3.5. Parking Requirements.

C&D shall maintain at all times during which any C&D Improvements are in existence, not less than the number of standard parking spaces and handicapped parking spaces required by applicable code on the C&D parcel. The parking spaces, lanes and bays shall conform to the requirements of the PUD and all applicable codes, rules and regulations. Notwithstanding such codes, rules and regulations, all parking spaces shall be sized to accommodate standard size American-built automobiles.

Section 3.6 Compliance with Laws

All construction, alterations, and repair work on the C&D Parcel shall be accomplished in a commercially reasonable and expeditious manner, in compliance with all laws, rules, regulations, orders, permits approvals and licenses of governmental or quasi-governmental authorities having jurisdiction over all or any portion of the C&D Parcel. All necessary measures shall be taken to minimize any disruption or inconvenience caused by such work or unreasonable interference with pedestrian and vehicular traffic flow within the Primary Drives. C&D shall repair, at its own cost and expense, any and all damage caused by such work and shall restore any affected portion of the Shopping Center upon which such work is performed to a condition reasonably consistent with that which existed prior to the beginning of such work. In addition, C&D shall promptly pay all costs and expenses associated therewith and shall indemnify and hold IP-TL harmless from all damages, losses or claims, including reasonable attorneys' fees, directly or indirectly attributable to the performance of such work. Except in cases of emergency or cases in which the prior consent of IP-TL has been obtained or cases in which minor repairs which will have no effect on pedestrian or vehicular traffic, all such work shall be undertaken only after giving IP-TL ten (10) days' prior written notice of the work to be undertaken, the scope and nature of the work, the duration of the work, and the area in which the work is to be performed.

Section 3.7 IP-TL Right to Self-Help.

If C&D fails to perform or cause to be performed any of its duties or obligations provided for in Section 3.4 or Section 3.6 above, IP-TL may at any time give a written notice to C&D setting forth the specific failure to comply with any such Section. If such failure is not corrected with reasonable promptness and in any event, within thirty (30) days after receipt of such notice, or in the case of an emergency, as promptly as necessary to avoid any damage or injury to persons or property, or if such failure is such that it cannot be corrected within such time and C&D fails to commence the correction of such failure within such period and diligently prosecute the same thereafter, then, in either such event, IP-TL shall have the right to correct such failure, including the right to enter upon the C&D Parcel to the extent necessary to correct such failure, in which event, C&D shall pay IP-TL any amounts so expended, with interest, in accordance with Section 13.5 below, within thirty (30) days after C&D's receipt of invoice from IP-TL therefor.

ARTICLE IV
MAINTENANCE: UTILITY FACILITIES AND PRIMARY DRIVES

Section 4.1 Maintenance; Common Area Charge.

(a) IP-TL shall, subject to the other provisions of this Agreement, operate, manage, equip, heat, ventilate, cool, light, insure, secure, repair and maintain such common areas and facilities of the Shopping Center for their intended purposes in such manner as IP-TL shall in its sole discretion determine, and maintain and keep in repair the Protected Access Area and the exterior areas of the C&D Parcel which are located outside the interior curblines next adjacent to the C&D Improvements (excluding underground utilities, sewer lines and C&D's signs, the maintenance, repair and replacement of which are solely C&D's responsibility) (the "C&D Exterior Areas"), including periodic resurfacing of the parking areas therein so as to maintain them in good condition with a good quality surfacing material. As consideration for the foregoing, and as consideration for the easements granted pursuant to Article II above, C&D shall pay to IP-TL "C&D's Pro-Rata Share" (as hereinafter defined) of all costs and expenses of every kind and nature paid or incurred by IP-TL during the term of this Agreement in operating, managing, equipping, policing (if and to the extent provided by IP-TL), protecting, insuring, heating, cooling, lighting, painting, cleaning, ventilating, repairing, replacing and maintaining (a) the common areas of the Shopping Center, including any stoplights and other traffic control or fire safety devices adjacent to the Shopping Center, (b) the C&D Exterior Areas, and (c) costs and expenses paid or incurred by IP-TL under or pursuant to any easement, operating or development agreements to which IP-TL is or may be bound by IP-TL's Trust or may be subject (the "Operating Agreements") (collectively, the "Operating Costs"). Operating Costs shall include, but not be limited to: maintaining any common area as shall be required in IP-TL's commercially reasonable judgment to preserve the utility thereof in the same condition and status as such areas were at the time of completion of the original construction and installation thereof; security, traffic control and fire protection; cleaning; repair of water and sewer lines outside Occupants' spaces; removal of rubbish and other refuse (excluding any rubbish, waste and trash produced by or resulting from the use and operation of the C&D Improvements); pedestrian traffic direction and control; line painting; exterior illumination of common areas and the C&D Exterior Areas and illumination and maintenance of signs, whether or not the lights or signs are located on the Shopping Center; dirt, debris, snow and ice clearance; planting, maintaining, replanting and replacing flowers and other landscaping; the costs associated with the operation of an offsite maintenance shop including electricity, gas, telephone, water and sewer charges; water and sewage charges; premiums for mischief, vandalism, workers compensation, employees' liability and other insurance; wages and salaries; wage unemployment taxes as directly related to the operation of the common areas of the Shopping Center; social security taxes; special assessments; real estate taxes and personal property taxes for the common areas of the Shopping Center; fees for audits, attorneys (excluding attorneys' fees associated with litigation involving claims by other Occupants of the Shopping Center) and accountants; management fees; required licenses and permits; supplies and hand tools; operation of loudspeakers and any other equipment supplying music to the

common areas and the C&D Exterior Areas; all charges for utility services, including maintaining lighting fixtures (including the cost of light bulbs and electric current); all costs, expenses, non-charges, or other impositions or assessments incurred by IP-TL in connection with environmental protection legislation or regulation or imposed on the Shopping Center or any part thereof with regard thereto; all costs of any bus or livery service to the Shopping Center which IP-TL determines to provide; reasonable depreciation of, or rents paid for the leasing of, equipment used in the operation of the Shopping Center. Costs of (i) maintaining tenant-leased building structures of the Shopping Center, (ii) equipment properly chargeable to IP-TL's capital account and (iii) depreciation of the original cost of constructing the Shopping Center shall be excluded. IP-TL may, in its sole and absolute discretion defer billing to C&D, all or any portion of any Operating Cost incurred in one fiscal year to future fiscal years. In the event that any Operating Costs are incurred or increased as a result of the particular needs of C&D, IP-TL reserves the right to charge C&D for the full amount of any Operating Costs incurred or increased as a result of C&D's particular needs. Any Operating Cost which is incurred or increased as a result of the requirements of more than one Occupant may be allocated among such Occupants in a manner deemed equitable by IP-TL. In the event Operating Costs relating to outdoor areas and facilities are not separately incurred for the Shopping Center but are incurred together with other areas within the vicinity of the Shopping Center, then the cost allocable to the Shopping Center shall be an amount equal to the product of such total cost multiplied by a fraction, the numerator of which shall be the square footage of the outdoor area within the Shopping Center and the denominator of which shall be the square footage of other outdoor areas which are a part of areas for which expenses have been incurred and included within such total cost. Notwithstanding the foregoing, C&D shall not be obligated to reimburse IP-TL for any portion of the cost of IP-TL's commercial general liability insurance policy(ies).

(b) C&D's "Pro-Rata Share(s)" of Operating Costs shall be equal to the product of (a) the amount of said Operating Costs, and (b) a fraction, the numerator of which is the square footage of the C&D Parcel and the denominator of which is the square footage of the Shopping Center and the C&D Parcel. The obligations of C&D and IP-TL pursuant to this Section 4.1 shall survive the expiration or earlier termination of this Agreement.

(c) Each year during the term of this Agreement, C&D shall pay to IP-TL on account of C&D's obligation under Section 5.5, the "Operating Cost Payment" which shall be payable in equal monthly installments on the first day of every calendar month. Following each fiscal year, the Operating Cost Payment shall be adjusted upwards or downwards in the manner set forth below. The amount of the Operating Cost Payment for each fiscal year or partial fiscal year, shall be adjusted pursuant to IP-TL's estimate, which estimate shall be determined as follows: the actual costs (whether paid or incurred) for the preceding fiscal year shall be multiplied by a factor of 1.10, and the product thereof shall be the Operating Cost Payment for the forthcoming fiscal year, in addition to the appropriate administrative charges as herein provided, which shall be payable retroactively to the first day of such fiscal year. C&D shall also pay each month along with its Operating Cost Payment installments, an amount necessary to maintain an

"Administrative Charge" equal to one-twelfth (1/12) of fifteen percent (15%) of the total annual costs of operating and maintaining the Shopping Center, as estimated by IP-TL.

(d) The Administrative Charge payment payable pursuant to Section 4.1(c) above shall be an amount estimated by IP-TL. In each year after the end of IP-TL's fiscal year, and after the end of IP-TL's fiscal year following expiration or termination of the term of this Agreement, IP-TL shall furnish C&D a statement, in reasonable detail, of IP-TL's actual Operating Costs paid or incurred by IP-TL, and thereupon there shall be an adjustment between IP-TL and C&D with payment to or repayment by IP-TL, as the case may be, to the end that IP-TL shall receive the entire amount of C&D's proportionate share of such costs plus fifteen percent (15%) of the sum of the foregoing as the Administrative Charge. Any amount due from C&D shall be payable within ten (10) days following the rendition of IP-TL's statement therefor. The obligation of C&D hereunder shall survive the expiration or earlier termination of the term of this Agreement. Provided C&D is not otherwise in default hereunder, for a period of twelve (12) months after C&D's receipt of IP-TL's fiscal year statement during each year, C&D, at its sole cost and expense, shall have the right to review IP-TL's books and records with respect to such Operating Costs and IP-TL shall make such books and records available to C&D at reasonable hours at the address designated by IP-TL. If C&D's review shall disclose any inaccuracy with respect to the amount of Operating Costs charged by IP-TL for the period of such statement, there shall be a recalculation of the Operating Costs and an appropriate readjustment between IP-TL and C&D to reflect any underpayment or overpayment by C&D. If C&D's review discloses that C&D was overbilled by more than five percent (5%), IP-TL shall also pay C&D's actual costs for such review.

(e) C&D shall keep and maintain or cause to be kept and maintained, in good condition and repair, at its expense and to the same standard as prescribed for the Shopping Center by IP-TL, the C&D Improvements and C&D's exterior signs, including any signage set forth in Section 6.3 below, and the sidewalks and curbs adjacent to the C&D Improvements, including without limitation replacement, repaving, snow, ice and debris removal, and general maintenance thereof, and shall keep and maintain or cause to be kept and maintained, in good condition and repair, and the portion of the Utility Facilities located on the C&D Parcel.

Section 4.2 Failure of Performance.

If C&D fails to perform or cause to be performed any of its duties or obligations provided in Section 4.1(a) through (d) above, IP-TL may at any time give a written notice to C&D setting forth the specific failure to comply with such Section. If such failure is not corrected within ten (10) days after receipt of such notice, IP-TL shall have the rights and remedies afforded to it pursuant to Section 13.5 below.

Section 4.3 Compliance with Laws; Notice of Work.

All construction, alterations, and repair work on the IP-TL Parcel shall be accomplished in a commercially reasonable and expeditious manner, in compliance with all laws, rules,

regulations, orders, permits approvals and licenses of governmental of quasi-governmental authorities having jurisdiction over all or any portion of the IP-TL Parcel. All necessary measures shall be taken to minimize any disruption or inconvenience caused by such work or unreasonable interference with pedestrian and vehicular traffic flow within the Primary Drives. Except in cases of emergency or cases in which the prior consent of C&D has been obtained or cases in which minor repairs which will have no effect on pedestrian or vehicular traffic, all such work which may cause any such disruption or inconvenience or interference with pedestrian and vehicular traffic flow within the Primary Drives shall be undertaken only after giving all C&D ten (10) days' prior written notice of the work to be undertaken, the scope and nature of the work, the duration of the work, and the area in which the work is to be performed.

Section 4.4 Redefinition of Shopping Center.

At any time, IP-TL shall have the option, in its sole discretion, to modify the size and dimensions of the Shopping Center for the purposes of Section 4.1 above. Upon IP-TL's exercise of such option, IP-TL shall notify C&D in writing thereof, and from the effective date of such exercise, (i) the "Shopping Center" for all purposes under Section 4.1 above shall mean those areas specified by IP-TL in its notice to C&D, and (ii) C&D's Pro-Rata Share (and the calculations set forth in Section 4.1) shall be proportionately adjusted.

Section 5.1. Duty to Carry Casualty Insurance-Release and Waiver of Subrogation.

(a) C&D shall carry (or cause to be carried) policies of all-risk property insurance on the C&D Improvements. Such insurance shall be carried by C&D commencing with the date of this Agreement. IP-TL shall not be liable to C&D, or to any insurance company insuring C&D, for any loss or damage to any building or improvements which was or could have been covered by such insurance even though such loss or damage might have been occasioned by the negligence of IP-TL, its agents or employees, and C&D hereby releases all of its rights to recover from IP-TL for such loss or damage. Without in any manner limiting or conditioning the effectiveness of the foregoing waiver and release, C&D covenants that it will obtain for the benefit of IP-TL a waiver of any right of subrogation the insurer of C&D may acquire against IP-TL or other parties by virtue of the payment of any such loss covered by such insurance.

(b) IP-TL shall carry (or cause to be carried) policies of all-risk property insurance on the IP-TL Improvements. Such insurance shall be carried by IP-TL commencing with the date of this Agreement. C&D shall not be liable to IP-TL, or to any insurance company insuring IP-TL, for any loss or damage to any building or improvements which was or could have been covered by such insurance even though such loss or damage might have been occasioned by the negligence of C&D, its agents or employees, and IP-TL hereby releases all of its rights to recover from C&D for such loss or damage. Without in any manner limiting or conditioning the effectiveness of the

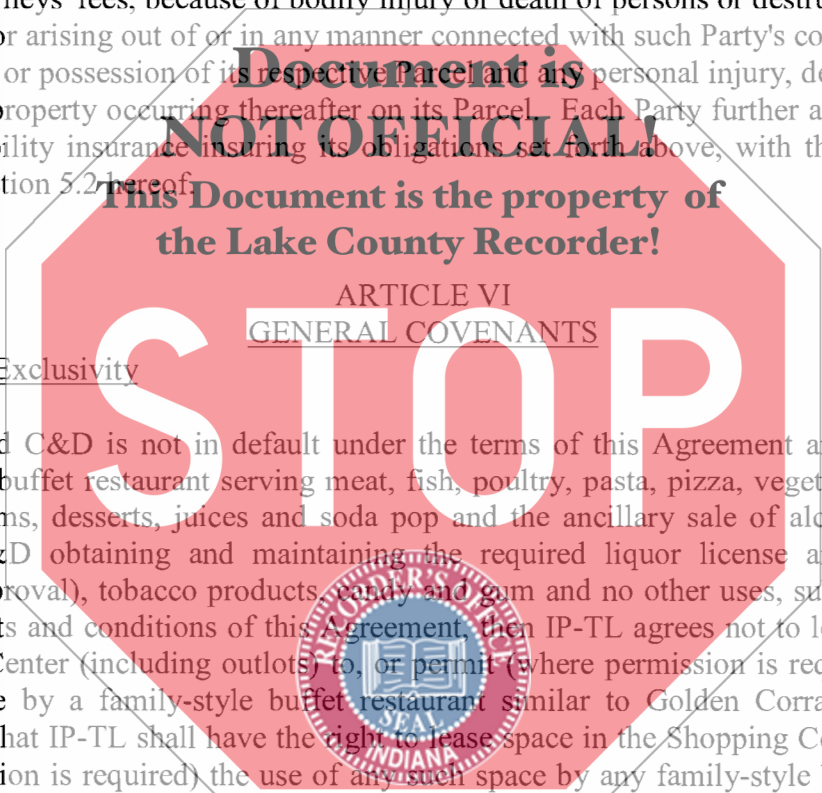
· foregoing waiver and release, IP-TL covenants that it will obtain for the benefit of C&D a waiver of any right of subrogation the insurer of IP-TL may acquire against C&D or other parties by virtue of the payment of any such loss covered by such insurance.

Section 5.2 Duty to Carry Liability Insurance

Each Party shall carry (or cause to be carried) with financially responsible insurance companies, commercial general liability insurance covering its legal liability in connection with claims for personal injury or death and property damage incurred upon or about its Parcel. Such insurance shall have a single limit of coverage of not less than Two Million Dollars (\$2,000,000). C&D shall name IP-TL and any additional Persons as reasonably requested by IP-TL as additional insureds (including, as of the date of this REA, Tri-Land Developments, Inc. and Tri-Land Properties, Inc.) IP-TL shall name C&D as an additional insured.

Section 5.3 Indemnification

Each Party respectively agrees to defend, indemnify and save the other Party and its employees, members, managers, agents, contractors, Occupants and Permittees of each other Party harmless against and from all claims, losses, damages, costs and expenses, including reasonable attorneys' fees, because of bodily injury or death of persons or destruction of property resulting from or arising out of or in any manner connected with such Party's construction on and use, occupancy or possession of its respective Parcel and any personal injury, death of persons or destruction of property occurring thereafter on its Parcel. Each Party further agrees to maintain contractual liability insurance insuring its obligations set forth above, with the same limits as provided in Section 5.2 hereof.



Section 6.1 Exclusivity

Provided C&D is not in default under the terms of this Agreement and is operating a Golden Corral buffet restaurant serving meat, fish, poultry, pasta, pizza, vegetables, fruit, salad bar, bakery items, desserts, juices and soda pop and the ancillary sale of alcoholic beverages (subject to C&D obtaining and maintaining the required liquor license and the Town of Merrillville approval), tobacco products, candy and gum and no other uses, subject to all of the terms, covenants and conditions of this Agreement, then IP-TL agrees not to lease any space in the Shopping Center (including outlots) to, or permit (where permission is required) the use of any such space by a family-style buffet restaurant similar to Golden Corral. C&D hereby acknowledges that IP-TL shall have the right to lease space in the Shopping Center to or permit (where permission is required) the use of any such space by any family-style buffet restaurants not similar to Golden Corral, including, but not limited to, Chinese family buffet restaurants and Indian family buffet restaurants. This covenant shall automatically become null and void if C&D fails to abide by the terms, covenants and conditions of this Agreement or the C&D Parcel ceases to be used primarily as described herein.

Section 6.2 Limitation on Detrimental Characteristics and Uses

No use, operation or occupancy will be made, conducted or permitted (i) on any part of the C&D Parcel which use or operation is prohibited or restricted by the PUD, (ii) on any part of the C&D Parcel which use or operation violates any exclusive use rights or prohibited use rights of other Occupants of the Shopping Center or restrictions at the Shopping Center as such shall exist as of the date of this Agreement (collectively, the "Restricted Uses"), which Restricted Uses are set forth on Exhibit D attached hereto and made a part hereof, it being agreed that within ten (10) days after written request from C&D, IP-TL shall notify C&D in writing as to which of the foregoing Restricted Uses are still applicable, (iii) on any part of either Parcel which is prohibited or restricted by zoning applicable to such Parcel as of the date of this Agreement, or (iv) on any part of the C&D Parcel which is detrimental to the use, operation or occupancy of the Shopping Center, as determined by IP-TL in its sole but commercially reasonable discretion.

Section 6.3 Signage.

(a) C&D shall not install any additional signage on the C&D Parcel or the C&D Improvements other than in compliance with (i) the sign criteria set forth on Exhibit E attached hereto and made a part hereof, and (ii) all applicable codes, rules and regulations. IP-TL acknowledges that C&D may construct a ground pylon sign on the C&D Parcel provided the sign is in accordance with the (i) sign approvals previously obtained by IP-TL from the Town of Merrillville for the Shopping Center, (ii) the requirements listed on Exhibit E-1 attached hereto, and (iii) the rules, regulations and ordinances of the Town of Merrillville. Any maintenance, repair or replacement of said pylon sign shall be in accordance with Exhibit E and all applicable governmental laws, ordinances, rules, regulations, and codes. In addition, all costs of installation, maintenance and repair of said pylon sign shall be borne by C&D, and C&D shall keep said sign in good working order and repair and in a clean and sightly condition at all times.

(b) Upon payment of its share of the initial costs incurred by IP-TL to date and such additional costs to be incurred by IP-TL in connection with the large pylon sign located on Highway U.S. 30 as hereinafter provided, C&D shall have the right to utilize the sign panel shown on Exhibit E-2, provided that C&D shall notify IP-TL in writing of its election to utilize such sign panel, which notice shall be accompanied by Tenant's share of the aforementioned costs to the extent then-incurred by IP-TL, not later than February 1, 2018. Tenant's share of the initial costs is the sum of \$19,236.00, which consists of: (A) 4.8% of the total cost incurred by IP-TL in the initial construction cost of the pylon sign, (B) 25% of the total cost incurred by IP-TL in retrofitting two (2) large sign panels on the pylon sign into eight (8) small panels, (C) 100% of the cost of routing C&D's individual sign panels, and (D) an administrative fee payable to IP-TL equal to 20% of the costs set forth in (A) through (C). In addition to C&D's obligation to make the initial payment to IP-TL, C&D shall be responsible for 4.8% of any repairs and/or replacements to said large pylon sign, with the exception of the sign panels. C&D's sign panels shall be repaired and replaced by C&D at its sole cost and expense. The rights

- granted pursuant to this Section to permit advertising on the Shopping Center sign shall be subject to and conditioned upon (i) C&D's compliance with all of the terms, covenants and conditions contained in the Agreement, (ii) the sign's continued compliance with ordinances, rules and regulations of the Town of Merrillville; and (iii) IP-TL's continued ownership and use of said pylon sign. Any modification in the name to be advertised on said sign shall be subject to the approval of IP-TL.

Section 6.4 Hazardous Materials.

C&D shall not cause, nor to permit, any Hazardous Substances (as hereinafter defined) to be brought upon, generated, produced, stored, used, discharged or disposed of in, on or about the C&D Parcel or the Shopping Center by C&D, its agents, employees, contractors or invitees, other than in the ordinary course of C&D's business for use on the C&D Parcel only and in such case in lawful quantities, stored in proper containers and in strict accordance with all legal requirements. C&D further covenants that it shall not cause or permit to occur any violation of any federal, state or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under or about the C&D Parcel or Shopping Center or arising from C&D's use or occupancy of the C&D Parcel or the acts or omissions of C&D, its agents, employees, contractors and invitees. The term "Hazardous Substances," as used herein, shall include any hazardous or toxic substance, material or waste which is declared to be "toxic" or "hazardous" (or words of similar import), or is otherwise regulated as such under any law, ordinance or regulation now or hereafter enacted or promulgated by any lawful authority. C&D shall indemnify, defend (using counsel reasonably satisfactory to IP-TL) and hold harmless IP-TL, IP-TL's property manager, and their respective officers, directors, beneficiaries, shareholders, partners, agents and employees, from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including without limitation, diminution in value of the Shopping Center), damages for the loss or restriction on use of rentable or usable space on the Shopping Center, and all sums paid in clean-up and settlement of claims, including attorneys', consulting and expert fees resulting from or arising out of the generation, production, storage, use, discharge or disposal of Hazardous Substances in, on or about the C&D Parcel, by C&D, its agents, employees, contractors or invitees. C&D's obligations and liabilities under this Section 6.3 shall survive the expiration or termination of this Agreement.

Section 6.5 Loading and Unloading.

All loading and unloading of goods shall be done only at such times, in the areas and through the entrance designated for such purposes by IP-TL. C&D further agrees to remove all tractor trailers from the loading areas immediately after unloading and to refrain from parking or storing or allowing anyone to park or store such trailers in the Shopping Center.

Section 6.6 Garbage and Refuse.

All garbage and refuse shall be kept in the kind of container specified by IP-TL, and prepared for collection in the manner and at the times and places specified by IP-TL. If IP-TL shall provide or designate a service for picking up refuse and garbage, C&D shall use same at C&D's cost, provided such cost shall be competitive to any similar service available to C&D.

C&D will not install or cause to be installed any automatic garbage disposal equipment without the prior written consent of IP-TL.

ARTICLE VII
REMEDIES

Section 7.1. IP-TL's Remedies.

In addition to the other rights and remedies set forth in this agreement, if C&D violates any of the covenants contained in Section 3.6, Section 6.2, Section 6.3 or Section 6.4 above, IP-TL shall have the right to enforce any of its rights in law or in equity.

Section 7.2 C&D's Remedies.

If IP-TL violates any of the covenants contained in the first sentence of Section 4.1(a) above and such violation continues for a period of twelve (12) consecutive months, excluding periods of temporary closure or discontinuance of operations: (a) to permit the repair of damage; (b) to undertake the alteration or refurbishing of the Shopping Center; (c) due to a taking by condemnation or eminent domain or an agreement in lieu thereof; or (d) due to events of Force Majeure, C&D shall have the right to enforce any of its rights in law or in equity.

The C&D Parcel is currently taxed as a separate tax parcel. In addition to its obligation to pay the Common Area Charge to IP-TL, C&D shall be obligated to pay directly to the appropriate governmental agency all taxes, assessments and charges on the C&D Parcel including, but not limited to, Real Estate Taxes, MCD Conservancy District Assessments and Little Calumet River Basin Assessments when due and payable.

Notwithstanding anything contained in this agreement, and with the exception of either Party's obligation to pay any sum of money due under this Agreement, each Party shall be excused from performing any obligation under this Agreement, and any delay in the performance of any obligation under this Agreement shall be excused, if and so long as the performance of the obligation is prevented, delayed or otherwise hindered by events of Force Majeure.



ARTICLE X
NOTICES AND APPROVALS

Each notice, demand, request, consent, approval, disapproval, designation or other communication, (all of the foregoing are herein referred to as a "notice"), that a Party is required or desires to give or make or communicate to any other Party shall be in writing and shall be deemed to have been given or made when mailed by certified or registered United States Mail, postage prepaid, return receipt requested, or sent via a recognized overnight courier service addressed in the case of C&D to:

C&D ENTERPRISES, LLC
Attn: William C. Niemet
1023 W. Dorlan, Suite C
Springfield, IL 62702
E-Mail: goldencorral488@gmail.com

with a copy to:

Woodward Law Offices, LLP
200 East 90th Dr.
Merrillville, In. 46410
Phone Number 219-736-9990

Fax Number 219-736-9991
E-mail: dwoodward@wbbklaw.com

and addressed in the case of IP-TL to:

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the Lake County Recorder.**

IP-TL CENTURY PLAZA, LLC
c/o Tri-Land Developments, Inc.
One East Oak Hill Drive
Suite 302
Westmont, IL 60559
Attention: Richard F. Dube
Phone: 708-531-8210
Fax: 708-531-8217
E-Mail: rdube@trilandproperties.com

with a copy to:

BURKE, WARREN, MACKAY & SERRITELLA, P.C.
Attn: Rachel D. Wanroy
330 N. Wabash Ave., Suite 2100
Chicago, IL 60611-3607
Phone: (312) 840-7079
Fax: (312) 840-7900
E-Mail: rwanroy@burkelaw.com

subject to the right of a Party from time to time to designate a different address by giving notice similarly given, such different address being effective under this Article X from and after the day of receipt of notice thereof by such other Party.

In the event any Party is a partnership or is composed of more than one Person, then such Party shall designate one Person for purposes of service of process and receipt of notices.

ARTICLE XI
AMENDMENTS

This Agreement may be amended, modified or terminated in writing by the Parties without the consent or approval of any other Person(s) (including Permittees of the Parties); provided, any amendment or modification of the Agreement made without the consent of the institutional holder of a mortgage of a Party's Parcel which has notified all Parties of its status as such a holder ("Mortgagee") shall not be binding upon such Mortgagee without such Mortgagee's consent; and except as expressly permitted by the terms of this Agreement, this Agreement shall not be terminated or amended or modified in any material respect which would or might adversely affect such Mortgagee without such Mortgagee's consent.

This Agreement and the rights and obligations of the Parties hereunder shall remain binding from the date hereof and shall continue until the expiration of a period of fifty (50) years after the date hereof; provided, however that each Party shall be responsible to perform all obligations imposed upon it hereunder which accrue prior to such expiration and are not fully performed as of such expiration.

ARTICLE XIII
MISCELLANEOUS

Section 13.1 Table of Contents and Captions; Exhibits

The table of contents and captions of this Agreement are inserted only as a matter of convenience and for reference. They do not define, limit or described the scope or intent of this Agreement and they shall not affect the interpretation hereof. All exhibits attached hereto which are specifically mentioned in this Agreement are hereby made a part hereof.

Section 13.2 Locative Adverbs; Terms

The locative adverbs, "herein", "hereunder", "hereto", "hereby", "hereinafter", and like words, wherever the same appear herein, mean and refer to this Agreement in its entirety and not to any specific Article, Section or Subsection hereof, unless expressly otherwise provided. When

used herein, the term, "including" shall mean "including without limitation" unless otherwise specifically provided.

Section 13.3 Agreement for Exclusive Benefit of Parties

Except as specifically provided in Article XII, the provisions of this Agreement are for the exclusive benefit of the Parties hereto and not for the benefit of any other Person nor shall this Agreement be deemed to have conferred any rights, express or implied, upon any third person. Nothing herein shall be construed to create any rights in or for the benefit of any space lessee of any part of the Parcels.

Section 13.4 Waiver of Default

No express written waiver of any default shall affect any default or cover any period of time other than the default and period of time specified in such express waiver. One or more written waivers of any default in the performance of any provision of this Agreement shall not be deemed to be a waiver of any subsequent default in the performance of the same provision or any other term or provision contained herein. The consent or approval by a Party to or of any act or request by another Party requiring consent or approval shall not be deemed to waive or render unnecessary the consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar acts or requests. Unless expressly herein provided to the contrary, the rights and remedies given to a Party by this Agreement shall be deemed to be cumulative and no one of such rights and remedies shall be exclusive of any of the others, or of any other right or remedy at law or in equity which a Party might otherwise have by virtue of a default under this Agreement, and the exercise of one such right or remedy by a Party shall not impair such Party's standing to exercise any other right or remedy.

Section 13.5 Payment on Default

If under this Agreement a Party is (i) required to pay a sum of money to any other Party, then such Party shall pay such sum within ten (10) days after demand therefor or (ii) compelled or elects pursuant to this Agreement to pay any sum of money or do any acts that require the payment of money by reason of another Party's failure or inability to perform any of the provisions of this Agreement to be performed by such other Party, the defaulting Party shall promptly, upon demand, reimburse the paying Party for such sums. All such sums shall bear interest at the rate of the lesser of: (a) ten percent (10%) per annum, and (b) the applicable maximum rate per annum permitted by Indiana law, from the date due until the date of such reimbursement.

If any such payment shall not be made within ten (10) days after such demand is made, the Party to whom such sums are payable shall have the right to (i) deduct the amount thereof, together with interest as aforesaid, from any sums then due or thereafter becoming due from it to the defaulting Party under this Agreement, regardless of who may have an interest in the Parcel of the defaulting Party at the time such deduction(s) is/are made and (ii) file a lien against the Parcel owned by the defaulting Party, which may be foreclosed in the same manner as the foreclosure of mortgage liens in the State of Indiana.

Section 13.6 No Partnership, Joint Venture or Principal-Agent Relationship

Neither anything in this Agreement contained nor any acts of the Parties hereto shall be deemed or construed by the Parties hereto, by any third person, to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between the Parties to this Agreement.

Section 13.7 Successors

This Agreement shall be binding upon and inure to the benefit of the respective successors, permitted assigns and grantees of the Parties.

Section 13.8 Governing Laws

This Agreement shall be construed and governed in accordance with the laws of the State of Indiana.

Section 13.9 Covenants Run With the Land

It is intended that the covenants, easements, agreements, promises and duties of each Party as set forth in this Agreement, shall be construed as covenants and that, to the fullest extent legally possible, all such covenants shall run with and be enforceable against both the covenantor and the Land or constitute equitable servitudes as between the Parcel of the respective covenantor, as the servient tenement, and the Parcel of the respective covenantee, as the dominant tenement.

Section 13.10 Default Shall Not Permit Termination of Agreement

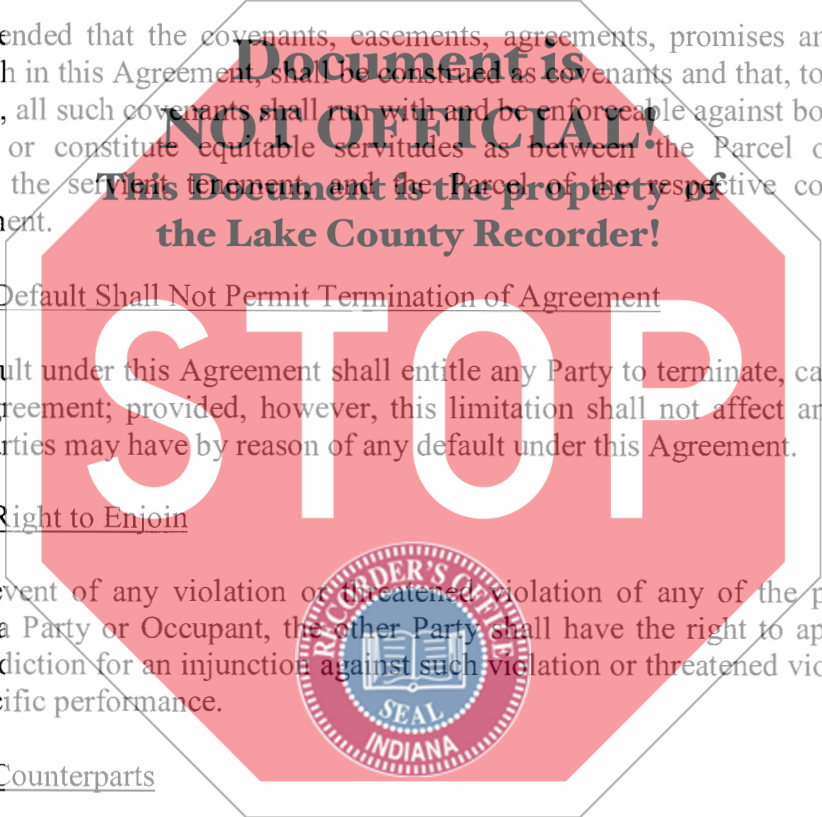
No default under this Agreement shall entitle any Party to terminate, cancel or otherwise rescind this Agreement; provided, however, this limitation shall not affect any other rights or remedies the Parties may have by reason of any default under this Agreement.

Section 13.11 Right to Enjoin

In the event of any violation or threatened violation of any of the provisions of this Agreement by a Party or Occupant, the other Party shall have the right to apply to a court of competent jurisdiction for an injunction against such violation or threatened violation, and/or for a decree of specific performance.

Section 13.12 Counterparts

This Agreement may be signed in several counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.



Section 13.13 Estoppel Certificates

Each Party shall, within twenty (20) days following a request in writing from the other Party or any existing or prospective mortgagee or purchaser of the requesting Party, execute, acknowledge and deliver to the requesting Party a statement in writing certifying that both IP-TL and C&D are in compliance with all of the terms, covenants and conditions of this Agreement, and any other matters reasonably requested by such Party, or any existing or prospective mortgagee or purchaser of such Party.

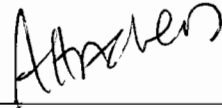
Section 13.14 Enforcement Costs

In the event a Party initiates litigation to enforce any of the rights granted to such Party under this Agreement, the prevailing Party in such litigation shall be entitled to an award of its reasonable attorneys' fees (as established by the court having jurisdiction of such litigation) and expenses incurred in connection with the litigation.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, each Party has caused its duly authorized officers to sign and seal this Agreement as of the day and year first above written.

<p>C&D ENTERPRISES OF MERRILLVILLE, LLC, an Indiana limited liability company</p> <p>By: <u>C TO HOLDINGS OF MERRILLVILLE LLC, AN INDIANA LIMITED LIABILITY COMPANY, ITS MANAGER</u></p> <p>Its: <u>Richard F. Dube</u></p>	<p>IP-TL CENTURY PLAZA, LLC, a Delaware limited liability company</p> <p>By: <u></u></p> <p>Richard F. Dube, President</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



STATE OF _____)
) SS
COUNTY OF _____)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Richard F. Dube, the President of IP-TL CENTURY PLAZA, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2016

Attades

Notary Public

My Commission Expires:

STATE OF INDIANA
COUNTY OF LAKE

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The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that William C. Niemet, the Manager of C&D Holdings of Merrillville, LLC - Its Member of C&D ENTERPRISES OF MERRILLVILLE, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Member, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 22nd day of January, 2016



Debra Lynn Kozlowski

Notary Public

My Commission Expires:

June 22, 2016
Resident of Lake County

[Covenants, Conditions, Restrictions and Reciprocal Easement Agreement]

IN WITNESS WHEREOF, each Party has caused its duly authorized officers to sign and seal this Agreement as of the day and year first above written.

<p>C&D ENTERPRISES OF MERRILLVILLE, LLC, an Indiana limited liability company</p> <p>By: <u><i>Attached</i></u></p> <p>Its: _____</p>	<p>IP-TL CENTURY PLAZA, LLC, a Delaware limited liability company</p> <p>By: <u><i>[Signature]</i></u> Richard F. Dube, President</p>
---------------------------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------



STATE OF Illinois)
) SS
COUNTY OF DuPage)

The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Richard F. Dube, the President of IP-TL CENTURY PLAZA, LLC, a Delaware limited liability company, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27th day of January, 2016

Leslie Sanderson
Notary Public



My Commission Expires: _____

STATE OF _____
COUNTY OF _____

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The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that William C. Niemet, the _____ of C&D ENTERPRISES OF MERRILLVILLE, LLC, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of _____, 2016



Alto
Notary Public

My Commission Expires: _____

CONSENT AND SUBORDINATION

A10 Term Asset Financing 2014 1, LLC, a Delaware limited liability company (“**Lender**”), is the owner, holder, and beneficiary of those liens described in that certain Mortgage With Assignment of Leases and Rents, Security Agreement and Fixture Filing dated January 31, 2014, from IP-TL Century Plaza, LLC, a Delaware limited liability company (“**Century Plaza**”), as mortgagor to A10 Capital, LLC, as mortgagee, recorded March 4, 2014 with the Lake County Recorder, Indiana, as Document No. 2014 012305, as assigned pursuant to that certain Assignment of Mortgage and Loan Documents dated January 31, 2014, from A10 Capital, LLC, as assignor, to A10 REIT, LLC, as assignee, recorded March 4, 2014 with the Lake County Recorder, Indiana, as Document No. 2014 012306, as further assigned pursuant to that certain Assignment of Mortgage and Loan Documents dated January 31, 2014, from A10 REIT, LLC, as assignor, to A10 Revolving Asset Financing I, LLC, as assignee, recorded March 4, 2014 with the Lake County Recorder, Indiana, as Document No. 2014 012307, and as further assigned pursuant to that certain Assignment of Mortgage and Loan Documents dated June 13, 2014, from A10 Revolving Asset Financing I, LLC, as assignor, to Lender, as assignee, recorded September 9, 2014 with the Lake County Recorder, Indiana, as Document No. 2014 054289 (collectively, the “**Mortgage**”), as it may have been or may be from time to time renewed, extended, amended or supplemented (the foregoing document, together with all other related security documents are collectively referred to herein as the “**Loan Documents**”). Lender hereby consents to the foregoing Reciprocal Easement Agreement (“**Agreement**”) and hereby subordinates its liens under the Loan Documents to the Agreement as if the Agreement had been recorded prior to the Loan Documents.

If the undersigned acquires the interest of Century Plaza in the real property encumbered by the Loan Documents through foreclosure, through the execution of a deed in lieu of foreclosure, or by any other means, the rights of the parties under the Agreement will continue in full force and effect and will not be terminated as a result thereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



[Covenants, Conditions, Restrictions and Reciprocal Easement Agreement]

Executed this 29th day of JANUARY, 2016.

A10 Term Asset Financing 2014-1, LLC,
a Delaware limited liability company

By: **A10 REIT, LLC,**
a Delaware limited liability company,
its Designated Manager

By: **A10 Capital, LLC,**
a Delaware limited liability company,
its Manager

By: Jacqueline C. Cox
Jacqueline C. Cox
Executive Vice President

STATE OF IDAHO

COUNTY OF ADA

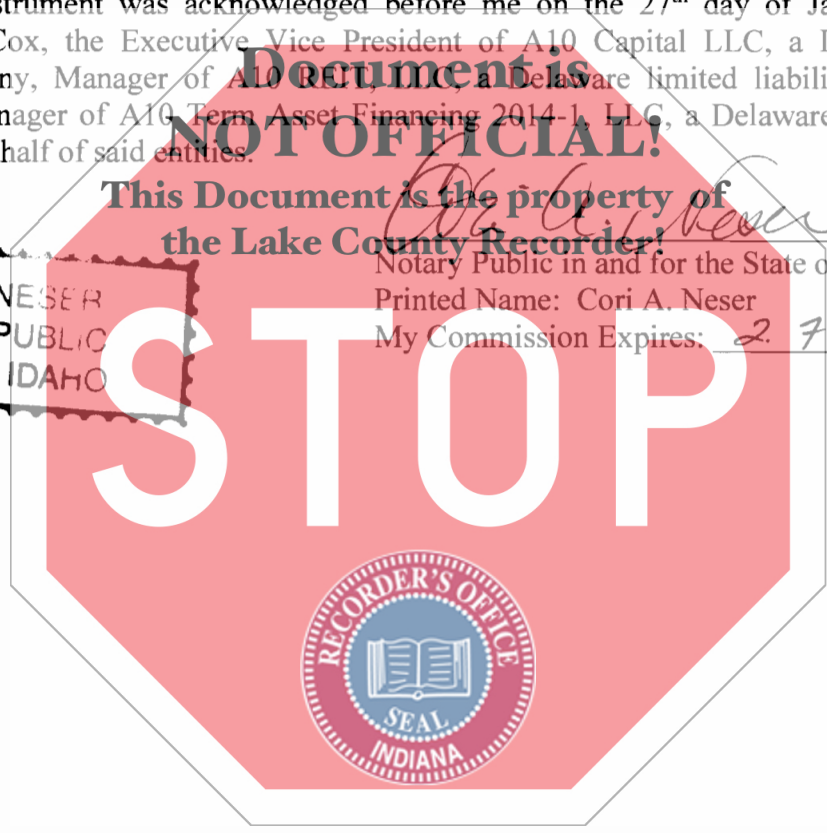
This instrument was acknowledged before me on the 27th day of January, 2016, by Jacqueline C. Cox, the Executive Vice President of A10 Capital LLC, a Delaware limited liability company, Manager of A10 REIT, LLC, a Delaware limited liability company, the Designated Manager of A10 Term Asset Financing 2014-1, LLC, a Delaware limited liability company, on behalf of said entities.

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CORI A. NESER
NOTARY PUBLIC
STATE OF IDAHO

Cori A. Nesper
Notary Public in and for the State of Idaho
Printed Name: Cori A. Nesper
My Commission Expires: 2.7.2021



[Covenants, Conditions, Restrictions and Reciprocal Easement Agreement]
Error! Unknown document property name.

EXHIBIT A

LEGAL DESCRIPTION OF SHOPPING CENTER

PARCEL 1: Tract 10 and Outlot "A", First Amendment to Century Plaza, an amendment to Tracts 4 and 5 and Outlot "A" in Century Plaza, a Planned Unit Development, in the Town of Merrillville, Indiana, as per plat thereof, recorded in Plat Book 100, page 8 in the Office of the Recorder of Lake County, Indiana.

PARCEL 2: Tracts 12, 13, 14 and 15, Second Amendment to Century Plaza, an Amendment to Tracts 4, 5 and 8 in Century Center Plaza, a Planned Unit Development, in the Town of Merrillville, Indiana, as per plat thereof, recorded in Plat Book 101, page 46 in the Office of the Recorder of Lake County, Indiana.

PARCEL 3: Tracts 5, 16, 17 and Outlot "B" in Third Amendment to Century Plaza, an Amendment to Tracts 5, 8 and Outlot "B" in Century Plaza, a Planned Unit Development, in the Town of Merrillville, Indiana, as per plat thereof, recorded in Plat Book 104, page 28, in the Office of the Recorder of Lake County, Indiana.

PARCEL 4: Tracts 1, 2, 4, 7, 8, 11 and 18 in Fourth Amendment to Century Plaza, an Amendment to Tracts 1, 2, 4, 6, 7, 8 and 11 in Century Plaza, a Planned Unit Development, in the Town of Merrillville, Indiana, as per plat thereof recorded July 29, 2015 in Plat Book 108, page 34 in the Office of the Recorder of Lake County, Indiana.

PARCEL 5: Together with those rights and easements constituting rights in real property created defined and limited by that certain Perpetual Easement Agreement by and between Century Square Associates, a California limited partnership and the Lake County Trust Company, as Trustee under Trust No. 2040, dated January 31, 1979 and recorded March 13, 1979 as shown in Instrument No. 519507, in the Office of the Recorder of Lake County, Indiana.

PARCEL 6: Together with those rights and easements constituting rights in real property created defined and limited by that certain Mutual Street Agreement by and between Hartford Development Corporation, an Indiana corporation and Simon Property Group, L.P., a Delaware limited partnership, d/b/a Simon Real Estate Group Limited Partnership, dated May 30, 1995 and recorded May 11, 2000 in Document Number 2000-32285 in the Office of the Recorder of Lake County, Indiana, as affected by that certain plat known as 8400 Centre Park, a Commercial Subdivision, recorded in Plat Book 78, page 61 in the Office of the Recorder of Lake County, Indiana.

EXHIBIT B

LEGAL DESCRIPTION OF C&D PARCEL

Tract 3, Century Plaza, a Planned Unit Development to the Town of Merrillville, Indiana, as per plat thereof, recorded July 23, 2002 in Plat Book 92, page 20 and amended by Fourth Amendment to Century Plaza an amendment to Tracts 1, 2, 3, 4, 6, 7, 8 and 11 in Century Plaza, a Planned Unit Development in the Town of Merrillville, Indiana, as per plat thereof, recorded in Plat Book 108 page 34, in the Office of the Recorder of Lake County, Indiana



EXHIBIT C

SITE PLAN

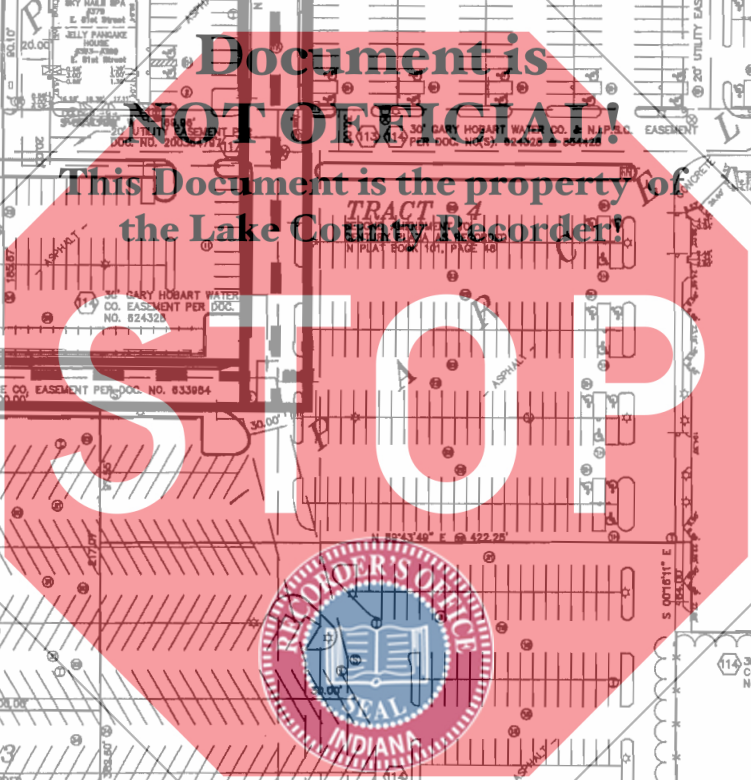
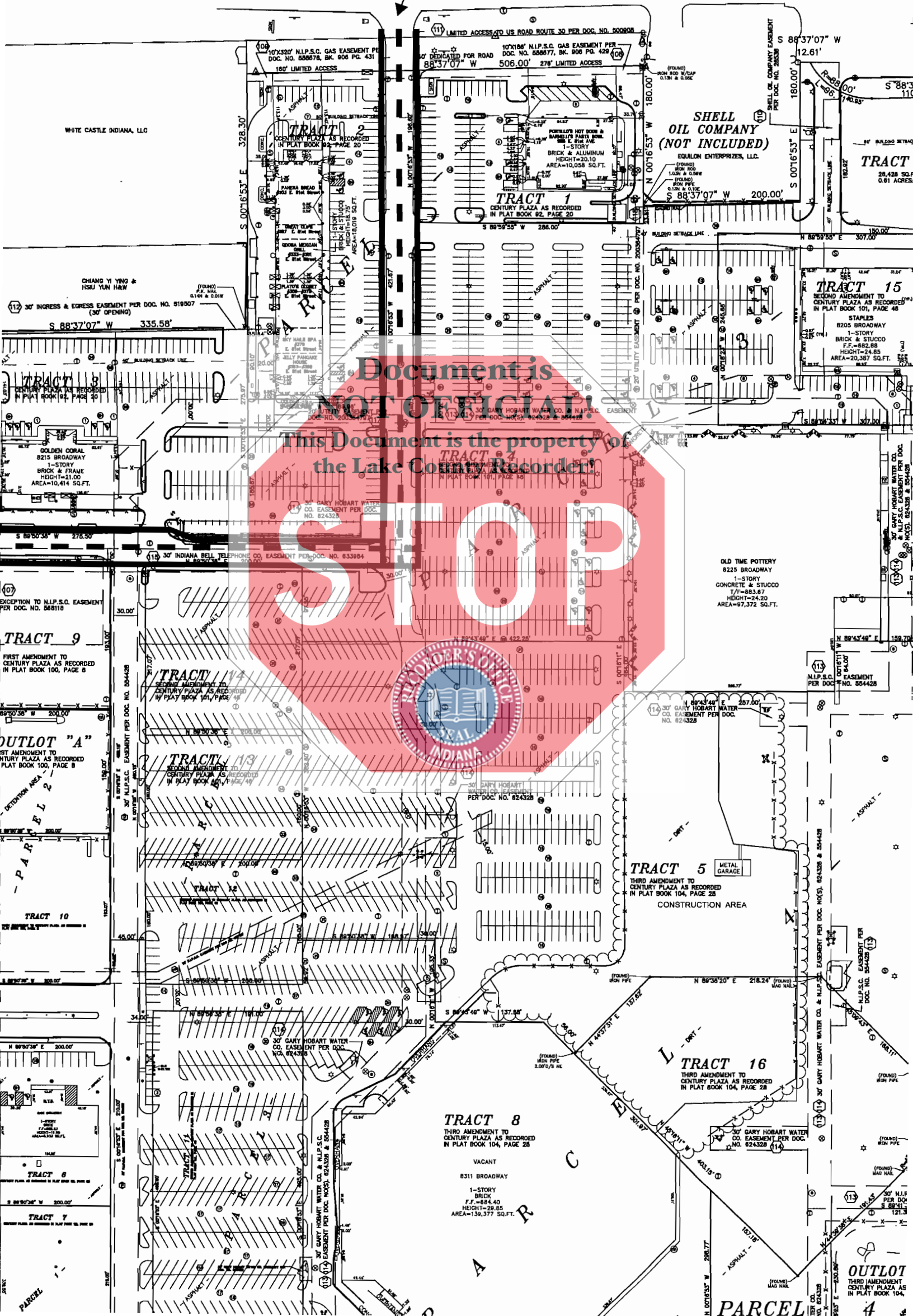


EXHIBIT C

NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 22-35-8
EAST 81st (ROUTE 30) AVENUE

Protected Access Area

NORTHEAST CORNER OF THE W
1/2 OF THE SOUTHWEST 1/4 OF
SEC. 22-35-8



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TRACT 8
THIRD AMENDMENT TO CENTURY PLAZA AS RECORDED IN PLAT BOOK 104, PAGE 28
VACANT
8311 BROADWAY
1-STORY BRICK
F.F.=884.40
HEIGHT=28.85
AREA=139,377 SQ.FT.

TRACT 16
THIRD AMENDMENT TO CENTURY PLAZA AS RECORDED IN PLAT BOOK 104, PAGE 28

TRACT 5
THIRD AMENDMENT TO CENTURY PLAZA AS RECORDED IN PLAT BOOK 104, PAGE 28
CONSTRUCTION AREA

OLD TIME POTTERY
8225 BROADWAY
1-STORY CONCRETE & STUCCO
T.F.=883.87
HEIGHT=24.20
AREA=97,372 SQ.FT.

SHELL OIL COMPANY (NOT INCLUDED)
EQUILON ENTERPRISES, LLC.

TRACT 1
CENTURY PLAZA AS RECORDED IN PLAT BOOK 92, PAGE 20

TRACT 15
SECOND AMENDMENT TO CENTURY PLAZA AS RECORDED IN PLAT BOOK 101, PAGE 48

TRACT 9
FIRST AMENDMENT TO CENTURY PLAZA AS RECORDED IN PLAT BOOK 100, PAGE 8

OUTLOT "A"
FIRST AMENDMENT TO CENTURY PLAZA AS RECORDED IN PLAT BOOK 100, PAGE 8

TRACT 10

TRACT 6

TRACT 7

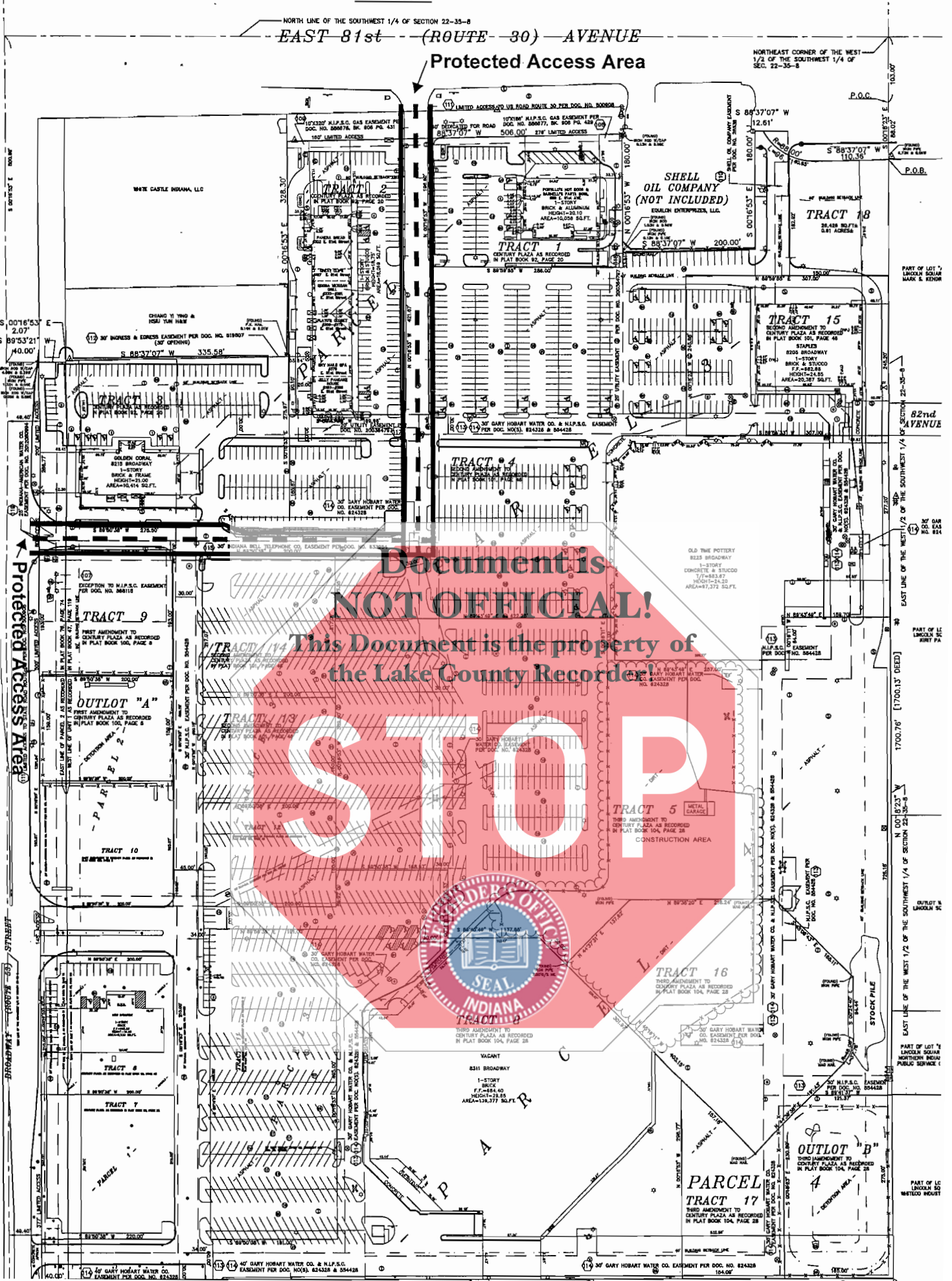
OUTLOT 4
THIRD AMENDMENT TO CENTURY PLAZA AS RECORDED IN PLAT BOOK 104, PAGE 28

EXHIBIT C

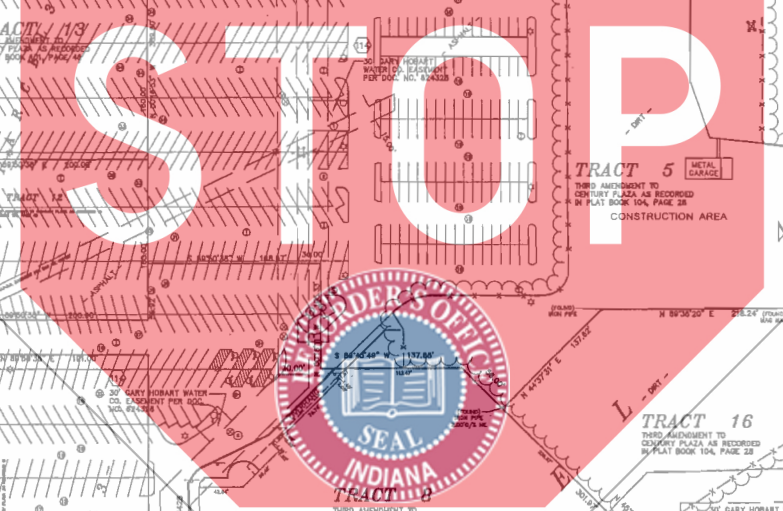
NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 22-35-8
EAST 81st (ROUTE 30) AVENUE

Protected Access Area

NORTHEAST CORNER OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF SEC. 22-35-8



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Protected Access Area

82nd AVENUE

EAST LINE OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 22-35-8

1700.76' [1700.13 DEED]

N 00°18'23\"/>

EAST LINE OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22-35-8

OUTLOT "B"

OUTLOT "A"

OUTLOT "C"

OUTLOT "D"

EXHIBIT D

RESTRICTED USES

1. Deleted
2. Second-hand stores (not be applicable to stores of the quality and type of a "Play It Again Sports," "Record Exchange," "Plato's Closet" or other similar chains or any chain of stores operating in more than five (5) locations including the Shopping Center)
3. Pool rooms, except that the foregoing shall not preclude the operation of a billiard parlor operated in conjunction with a restaurant or amusement center
4. Massage parlor, tattoo parlor, adult bookstore, adult entertainment facility, a so-called "head" shop, off-track betting, gambling, or gaming, video arcade
5. Bars, taverns or cocktail lounges (provided this prohibition shall not apply to restaurants having a bar area operated incidental to, in conjunction with, and under the same name as such restaurant)
6. Stores engaging in the sale or rental of pornographic material
7. Flea markets, swap meets, pawn shops, junk yards, labor camps
8. Living quarters, sleeping apartments or lodging rooms
9. Night clubs, discos or dance halls
10. Amusement parks, carnivals
11. Meeting halls
12. Catering halls not operating a restaurant, banquet facilities
13. Adult book stores, establishments featuring a male or female revue
14. Operations primarily used as warehouse operations except for wholesale club businesses such as Costco or Sam's or retail warehouse operations
15. Assembling, manufacturing, distilling, refining, smelting, agricultural or mining operations, distillation, refining, smelting, industrial, agriculture, drilling or mining for and/or removal of subsurface substances, dumping, disposal, incineration or reduction of garbage or refuse, other than in enclosed receptacles intended for such purposes
16. Mobile home parks, trailer courts, labor courts, junkyards or stockyards
17. Central laundries and/or drying cleaning plants exceeding 2,500 square feet (prohibition not applicable to on-site service oriented to pick up and delivery by the ultimate consumer, including nominal supporting facilities, as the same may be found in retail shopping districts in the metropolitan area where the Shopping Center is located, or dry cleaners that do not utilize hazardous materials)
18. Establishments providing outdoor automobile, truck, trailer, mobile home or recreational vehicle sales, leasing, display, storage or repair
19. Animal raising or storage facilities (except incidental to a full-line retail pet supply operation)
20. Funeral homes or mortuaries
21. Any facility related to the occult sciences, such as palm readers, astrologers, fortune tellers, tea leaf readers or prophets
22. Frozen food locker or sales facility, milk distribution center
23. Hospital related center or offices, nursing home, old age center
24. Governmental facility (other than a post office), recruiting center or employment center
25. Training or education facilities of more than 3,000 square feet

26. Automobile repair work or automobile body shop, automobile, motorcycle, boat, trailer or truck leasing, rental or sales
27. Any use which constitutes a public or private nuisance or produces objectionable noise, litter, odor or vibration
28. Any physically damaging or dangerous hazards
29. The retail sale of breads, bagels and baked goods as a primary business (does not apply to any tenant or occupant leasing or occupying more than 20,000 square feet)
30. Any quick service restaurant with gross sales of Italian beef sandwiches exceeding twenty-five percent (25%) of its total gross sales in any calendar year
31. Any quick service Italian restaurant
32. Any business which derives thirty percent (30%) or more of its sales volume from Mexican or Southwestern-style food, including but not limited to burritos and/or Mexican or Southwestern-style wraps. The foregoing restriction shall not apply to any full-service restaurant
33. The sale, leasing or distribution of equipment (including computers and telecommunications equipment), furniture or supplies for business or office (including home office) use, or the provision of business or office services (including copying, printing, telecommunications, packing, shipping and business equipment repair services)
34. Outdoor sales or displays



EXHIBIT E

SIGN CRITERIA

I. GENERAL

1.1 This exhibit shall govern the design, construction and installation of all signs to be installed by C&D at any time on the C&D Parcel. The IP-TL shall make all final and controlling determinations concerning any questions of interpretation of this sign policy.

1.2 It is intended that the signing of stores in the Shopping Center shall be designed and executed in a manner to result in an attractive and coordinated total effect. Lettering shall be well proportioned, and its design, spacing and legibility shall be a major criterion for approval.

1.3 C&D shall be required to identify its premises by erecting a sign which shall be attached respectively directly to the building fascia as described hereinafter. Where the Premises is a corner store, the C&D may install a fascia sign on each fascia when the parallel lease frontage exceeds fifteen (15) feet, and the criteria shall govern each frontage respectively. In no event shall the preceding sentence be construed to permit the installation of fascia signage on sides of a building lacking fascia.

1.4 Intentionally Omitted.

1.5 The content of C&D identification signs shall be limited to the store name and shall not include crests, shields, logos or names of items for sale.

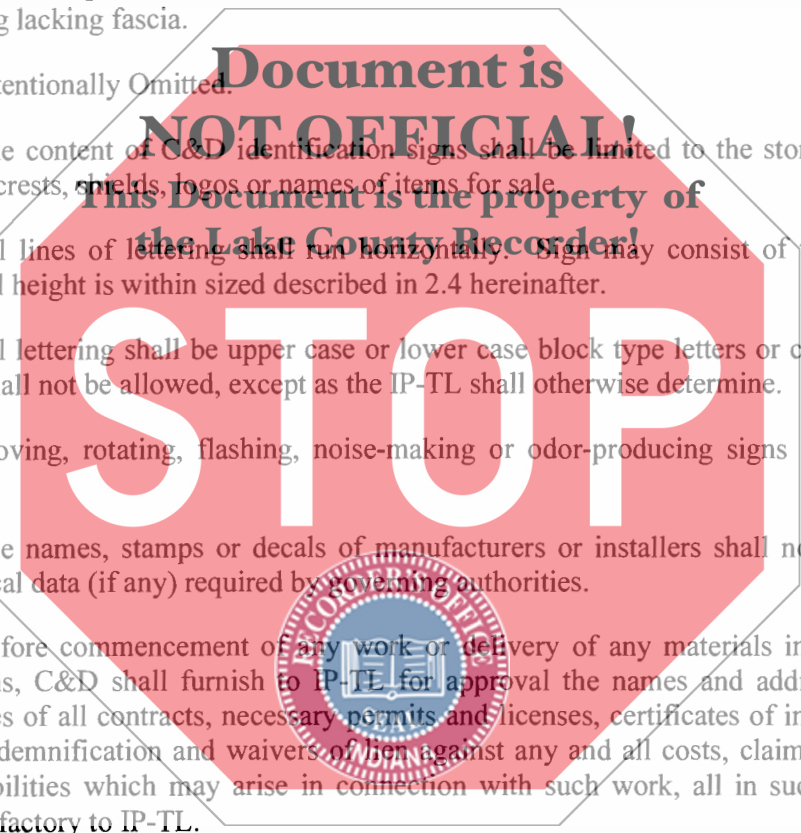
1.6 All lines of lettering shall run horizontally. Sign may consist of two lines of lettering if overall height is within sized described in 2.4 hereinafter.

1.7 All lettering shall be upper case or lower case block type letters or combinations thereof. Script shall not be allowed, except as the IP-TL shall otherwise determine.

1.8 Moving, rotating, flashing, noise-making or odor-producing signs shall not be allowed.

1.9 The names, stamps or decals of manufacturers or installers shall not be visible except for technical data (if any) required by governing authorities.

1.10 Before commencement of any work or delivery of any materials in connection with C&D's signs, C&D shall furnish to IP-TL for approval the names and addresses of all contractors, copies of all contracts, necessary permits and licenses, certificates of insurance and instruments of indemnification and waivers of lien against any and all costs, claims, expenses, damages and liabilities which may arise in connection with such work, all in such form and amount as is satisfactory to IP-TL.



II. CRITERIA FOR BUILDING FASCIA SIGNS

2.1 Letters shall be individual and individually mounted to the fascia material with minimum practical sized, noncorrosive, concealed fastenings, silicone caulked at points of fascia penetration.

2.2 Length of signs shall be limited to 70% of the leased frontage. The assigned position for each C&D sign shall be as close to a center-of-frontage location as possible subject to allowance for positioning corner store signs and suitable space between adjacent C&D signs, as determined by the IP-TL.

2.3 The principal base of all sign letters shall be aligned on a base line located as determined by the IP-TL for each C&D sign.

2.4 The maximum height of upper case letters, lower case letters and ascenders and descenders of lower case letters shall be limited as shown in the following chart.

<u>LEASE FRONTAGE</u>	<u>UPPER CASE</u>	<u>LOWER CASE</u>	<u>ASCENDER/ DESCENDERS</u>
Less than 20'	24"	16"	8"
20' to less than 30'	30"	20"	10"
30' and over	36"	24"	12"

The only exception to the maximum size of the fascia sign shall be at the architectural features provided in the façade. The IP-TL shall approve the sign criteria for these elements on an individual basis.

2.5 Letters shall be of minimum practical depth. Maximum depth shall be 5".

2.6 Letters shall be channel type formed of steel or aluminum back and sides with porcelain or baked enamel exterior finish. Sides and trim caps shall be white. Open end of the channel shall be glazed with acrylic plastic facing of color selected by the C&D.

2.7 Sign letters shall be self-illuminated. Internal illumination shall be provided by neon-type tubing with wiring and transformers concealed behind the fascia construction. Electrical penetrations of the fascia shall be made with electrical enclosures in accordance with the Underwriters Laboratories (UL) requirements such as PK Housings or Electrobit wiring procedures. IP-TL shall provide an access panel in the canopy soffit to the sign wiring aAgreement.

2.8 C&D shall install any blocking behind the canopy fascia that may be necessary to properly support the individual letters. Minimum blocking shall be 2" x 6" wood installed in a manner that will not damage the canopy structure of the fascia.

III. CRITERIA FOR STOREFRONT SIGNS

3.1 C&D may install not more than a total of two identification signs on the doors, windows or sidewall returns of the storefront. Signs shall be non-illuminated, shall not exceed 2" in height and letters shall be either painted, or cut from self-adhering vinyl fabric of 1/4" thick wood, metal or plastic.

3.2 C&D shall not apply any other signs to the interior or exterior face of the storefront glass or other material.

IV. APPROVAL OF LOCAL GOVERNMENT AUTHORITIES

4.1 C&D shall be responsible for complying with the regulations and ordinances governing the installation and maintenance of signs with the City of Merrillville, Indiana. Application for necessary permits and the payment of fees shall be directed to the appropriate City Department. The original copy of the sign permit must be available on-site prior to start of installation.

V. PROCEDURE AND SCHEDULE FOR COMPLETION OF SIGN DRAWINGS

5.1 Prior to awarding a contract for fabrication and installation, C&D shall submit drawings and specification, in quadruplicate, including samples of materials and colors, for all its proposed building fascia, canopy soffit and storefront sign work. The drawings shall clearly show location of sign and indicate graphics, color, materials, construction and attachment details. The drawing shall state that the sign is UL approved. IP-TL shall return one (1) set to C&D with its required modifications and/or approval. The installing contractor is required to contact the IP-TL a minimum of 48 hours prior to the start of installation.

