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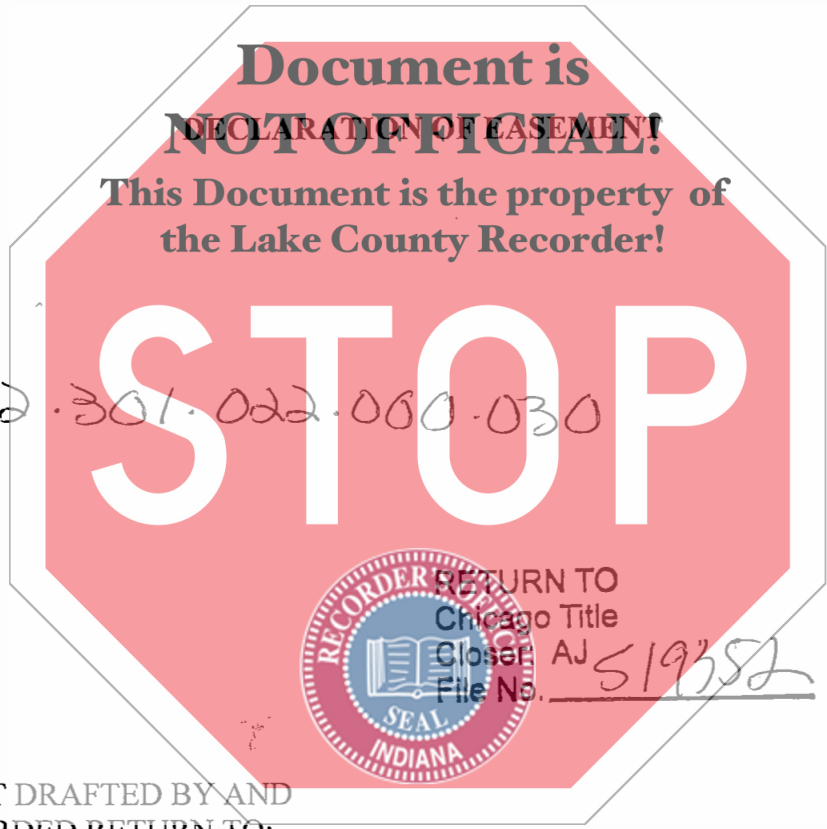
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MICHAEL B. BROWN
RECORDER

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JOHN E. PETALAS
LAKE COUNTY AUDITOR

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS (hereinafter referred to as the "Declaration") is made as of the 14th day of September, 2017 (the "Effective Date") by IP-TL CENTURY PLAZA, LLC, a Delaware limited liability company ("Declarant").

RECITALS

A. Declarant is the owner of the parcels of land situated in the Town of Merrillville, County of Lake, State of Indiana, commonly known as Century Plaza North and more particularly described in Exhibit A attached hereto (the "Retail Parcel"), and Exhibit A-1 attached hereto (the "Out Parcel"). Each of the Retail Parcel and the Out Parcel is a "Parcel" and the Retail Parcel and the Out Parcel are sometimes collectively referred to as the "Shopping Center").

B. Declarant desires to subject the Shopping Center to the provisions of this Declaration as of the Effective Date for the purpose of creating certain rights, privileges, obligations, duties and easements and imposing certain restrictions and covenants upon the respective Parcels for the purpose of enabling the Shopping Center to function as a harmonious and coherent commercial shopping center for the benefit of the Owners, Occupants and their Permittees.

NOW, THEREFORE, for good and valuable consideration, including the mutual promises, covenants and agreements herein contained, Declarant provides and declares as follows:

ARTICLE I DEFINITIONS

As used in this Declaration, 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; abnormal weather; acts of God; governmental prohibitions or regulations; or any and all other extraordinary causes beyond a Party's control (other than lack of or inability to procure funds or financing).

Section 1.2 Improvements

"Improvements" means the Retail Improvements or the Out Parcel Improvements, or both, as the context may require.

"Retail Improvements" means the improvements now or hereafter constructed on the Retail Parcel.

"Out Parcel Improvements" means the improvements now or hereafter constructed on the Out Parcels, including the Out Parcel Building.

Section 1.3 Laws

"Laws" means applicable laws, rules, regulations, codes, orders, permits, approvals and licenses of governmental bodies and agencies.

Section 1.4 Lease

"Lease" means any lease, deed or other instrument or arrangement in writing (other than this Declaration) whereby an Occupant acquires rights to use and/or occupy all or any portion of a Party's Improvements.

Section 1.5 Occupant

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

Section 1.6 Out Parcel Building

"Out Parcel Building" means a permanent structure constructed on the Out Parcel that is enclosed within exterior walls and a roof, including all attached apparatus, equipment and fixtures.

Section 1.7 Out Parcel Owner

"Out Parcel Owner" means the fee owner of the Out Parcel, from time to time.

Section 1.8 Owner

"Owner" means the Retail Owner or the Out Parcel Owner, as the case may be.

Section 1.9 Parcel

"Parcel" or "Parcels" means the Retail Parcel, the Out Parcel or any combination or portions thereof, as the context may require.

Section 1.10 Parking Areas

Any parking spaces and parking areas located on a Parcel as they exist from time to time.

Section 1.11 Party

"Party" means Retail Owner or Out Parcel Owner and "Parties" means 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 1.12 Permittees

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



Section 1.13 Person

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

Section 1.14 Primary Drives

"Primary Drives" means those common drives over and across the Retail Parcel as they exist from time to time, and serving the Retail Parcel and the Out Parcel and providing vehicular access to and from the Retail Parcel, the Out Parcel and adjacent streets and roads. The Primary Drives as they exist as of the date of this Declaration are shown on the Site Plan attached hereto and made a part hereof as Exhibit B.

Section 1.15 Qdoba Lease

"Qdoba Lease" means that certain Lease for certain premises located on the Out Parcel Improvements by and between Declarant, as successor in interest to Century Plaza LLC, as landlord, and Rainmaker Mgmt, Inc., as successor-in-interest to Aztec Partners, LLC, as tenant, dated May 26, 2011, as amended and as may be further amended from time to time.

Section 1.16 Retail Owner

"Retail Owner" means the fee owner of the Retail Parcel, from time to time. If at any time following the Effective Date the Retail Parcel is owned by more than one (1) Owner, then for the purposes of all provisions under this Declaration for which Retail Owner's approval or consent is required, Out Parcel Owner shall only be required to obtain the approval or consent of the Owner, if any, which is the owner of six and one-quarter (6.25) acres or more of the Retail Parcel.

Section 1.17 Utility Facilities

"Utility Facilities" means all utility lines and systems currently or in the future serving one Parcel and located on the other Parcel, including, without limitation, sanitary and storm sewer lines and systems, irrigation systems, television cable lines, telephone lines and systems, lighting systems, transformers and transformer boxes, 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 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 Declaration, 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 reasonably acceptable to each Party.

Section 2.2 Easement for Access Over the Primary Drives

(a) Retail Owner hereby grants and reserves to Out Parcel Owner and its Permittees a non-exclusive easement over and across the Primary Drives located on the Retail Parcel for the benefit of the Out Parcels, for

(i) Ingress and egress from the Out Parcel;

(ii) Circulation and passage of vehicles;

(iii) Circulation, passage and accommodation of pedestrians; and

(iv) Exercise and performance by the Out Parcel Owner of any of its other rights and obligations set forth in this Declaration.

(b) Retail Owner shall have the right to modify or relocate the Primary Drives located on the Retail Parcel at any time and from time to time; provided, however, that except as a result of casualty, condemnation or other occurrence beyond the control of Retail Owner, Retail Owner shall not close or otherwise materially and adversely restrict access to the Out Parcel to that certain portion of the Primary Drive identified as the "Access Area" on Exhibit B-1 (more particularly described as the drive located adjacent to the east side of the Out Parcel and the drive located to the south of the Out Parcel that connects to Broadway) or access from the Access Area to U.S. Route 30. Retail Owner shall use commercially reasonable efforts to provide alternate access to the Out Parcel in the event of any such closure or material and adverse restriction. In addition, Retail Owner shall have the right to close temporarily any of the Primary Drives in connection with necessary maintenance and repairs, provided that in the event that Out Parcel Owner's access to and from the Access Area is materially and adversely restricted by any such maintenance and repairs, Retail Owner shall make commercially reasonable efforts to provide alternate access to the Out Parcel from U.S. Route 30, and Retail Owner shall make commercially reasonable efforts to minimize interference with the business operations on the Retail Parcel and on the Out Parcel being conducted by the Owners or their respective Occupants. Retail Owner shall provide Out Parcel Owner with not less than ten (10) days' prior written notice before undertaking any such maintenance or repairs, except in the case of an emergency in which event no prior written notice shall be required.

Section 2.3 Parking Easements.

(a) Retail Owner hereby grants and reserves to Out Parcel Owner and its Permittees a non-exclusive easement over and across the Parking Areas on the Retail Parcel for the purpose of parking motor vehicles and for ingress and egress for all motor vehicles and pedestrians over, across and upon the Parking Areas on the Retail Parcel as necessary to use such Parking Areas, as the same may from time to time be constructed, maintained, configured, re-configured and relocated. Notwithstanding the foregoing, Retail Owner may regulate and restrict the use of the Parking Areas on the Retail Parcel by employees of Occupants of the Out Parcel and designate specific portions of the Parking Areas to be used for employee parking from time to time, and the Owner and Occupants of the Out Parcel shall cooperate and comply with such regulations, restrictions and designations.

(b) Out Parcel Owner hereby grants to Retail Owner, and its Permittees a non-exclusive easement over and across the Parking Areas on the Out Parcel for the purpose of parking motor vehicles in the Parking Areas and for ingress and egress for all motor vehicles and pedestrians over, across and upon the Parking Areas on the Out Parcel as necessary to use such Parking Areas, as the same may from time to time be constructed, maintained, configured, re-configured and relocated. Notwithstanding the foregoing, Out Parcel Owner may regulate and restrict the use of the Parking Areas on the Out Parcel by employees of Occupants of the Retail Parcel and designate specific portions of the Parking Areas to be used for employee parking from time to time, and the Owner and Occupants of the Retail Parcel shall cooperate and comply with such regulations, restrictions and designations.

Section 2.4 Construction

The parties acknowledge that occasional and temporary access may be required by either party over a Parcel owned by the other Party for construction equipment and other vehicles and for access by contractors, subcontractors, suppliers and other parties in connection with construction activities or other extraordinary events. Each Party shall cooperate in providing access over its Parcel for such purposes, subject to such reasonable terms and conditions as may be imposed by the Party providing access over its Parcel and any other provisions of this Declaration.

Section 2.5 Easements for Utility Facilities

(a) Retail Owner hereby grants and reserves to Out Parcel Owner a non-exclusive easement over the Retail Parcel for the benefit of the Out Parcel to the extent needed for Out Parcel Owner to connect to and use the existing Utility Facilities located on the Retail Parcel which currently serve (or in the future will serve) the Out Parcel, and, to the extent that any such existing Utility Facilities are relocated by Retail Owner within the Retail Parcel, Retail Owner hereby grants and reserves to Out Parcel Owner a non-exclusive easement over the Retail Parcel for the benefit of the Out Parcel to the extent needed for Out Parcel Owner to connect to and use such relocated Utility Facilities. Any installation of Utility Facilities by Out Parcel Owner on the Retail Parcel shall be subject to Section 3.1 below.

(b) Out Parcel Owner hereby grants to Retail Owner a non-exclusive easement over the Out Parcel for the benefit of the Retail Parcel to the extent needed for Retail Owner to connect to and use the existing and future Utility Facilities located on the Out Parcel which serve the Retail Parcel, including but not limited to the existing and any future electrical panel(s) located in, on or about the Out Parcel Building and/or the Out Parcel which power(s) the exterior lighting serving both the Out Parcel and the Retail Parcel, and the existing and any future portions of the irrigation system(s) serving both the Out Parcel and the Retail Parcel. Retail Owner shall, as part of Common Area Maintenance (as hereinafter defined), continue to maintain, repair and replace the aforementioned common electrical panel(s) and common irrigation system(s) located on the Out Parcel and pay the utility costs therefor directly to the applicable utility providers; all of such costs shall be included in the Common Area Charge (as hereinafter defined.)

(c) Retail Owner may relocate on the Retail Parcel any Utility Facilities installed thereon. Out Parcel Owner hereby grants to Retail Owner a non-exclusive easement over the Out Parcel for the benefit of the Retail Parcel to the extent needed for Retail Owner to relocate any or all of the Utility Facilities provided that Retail Owner's relocation of any Utility Facilities on the Out Parcel shall be at such locations reasonable designated by Out Parcel Owner (except as otherwise required by any governmental authority or governmental provider). Relocation of any Utility Facilities shall be done at Retail Owner's sole cost and expense, and Retail Owner shall make commercially reasonable efforts not to interfere with the operation of business by Out Parcel Owner or its Permittees. If Retail Owner relocates any Utility Facilities from the Out Parcel to any part of the Retail Parcel, Retail Owner hereby grants to the Out Parcel Owner a non-exclusive easement over the Retail Parcel for the benefit of the Out Parcel to the extent needed for Out Parcel Owner to connect to and use such relocated Utility Facilities.

(d) Out Parcel Owner may relocate from the Retail Parcel to the Out Parcel any Utility Facilities installed on the Retail Parcel as of the Effective Date. Retail Owner hereby grants to Out Parcel Owner a non-exclusive easement over the Retail Parcel for the benefit of the Out Parcel to the extent needed for Out Parcel Owner to relocate any or all of such Utility Facilities. Relocation of any such Utility Facilities shall be done at Out Parcel Owner's sole cost and expense, and Out Parcel Owner shall make commercially reasonable efforts not to interfere with the operation of business by Retail Owner or its Permittees.

Section 2.6 No Dedication of Easement and Benefit to Permittees

Retail Owner hereby reserves the right to close off the Primary Drives and Parking Areas located on the Retail Parcel for such reasonable periods of time as may be legally necessary to prevent the acquisition of prescriptive rights by any third party, subject to Retail Owner's obligation to use commercially reasonable efforts to provide alternate access to and from the Out Parcel in the event of any closure or material and adverse restriction of the Access Area, as provided in Section 2.2(b) above. 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 Declaration shall be strictly limited to and for the purposes herein expressed. Out Parcel Owner and Retail Owner each may, however, extend the benefit of the easements created by Section 2.5 and Section 2.6 to their respective Permittees.

Section 2.7 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 an Owner are installed underground and so long as any such easement granted by Out Parcel Owner does not affect, limit, or interfere with the use of the Retail Parcel. In the event that at any time any utility company or municipality which is providing any utility or service requires that equipment be relocated and/or requires that it be granted an easement for equipment over a Parcel, the applicable Party shall execute, acknowledge and deliver all documents reasonably requested by such utility company or municipality to grant such an easement.

Section 2.8

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Sign Easements

(a) Out Parcel Owner hereby grants to Retail Owner a non-exclusive easement over the Out Parcel for the benefit of the Retail Parcel to the extent needed for Retail Owner to maintain, repair, equip, power, operate, replace and remove the existing pylon identified as the "Existing U.S. 30 Pylon" on Exhibit B attached hereto (the "Existing U.S. 30 Pylon"); provided, however, that Retail Owner may not move the Existing U.S. 30 Pylon to any other location on the Out Parcel.

(b) Retail Owner hereby grants to the Out Parcel Owner a non-exclusive easement to maintain, or permit its Occupant(s) of the Out Parcel Building to maintain, two (2) pylon sign panels on each side of each of the Existing U.S. 30 Pylon and the existing pylon identified as the "Existing Broadway Pylon" on Exhibit B (the "Existing Broadway Pylon" and, together with the Existing U.S. 30 Pylon, collectively, for purposes of this Section 2.8, the "Shopping Center Pylon Signs") in the locations on each of the Shopping Center Pylon Signs shown on Exhibit E attached hereto. All of Out Parcel Owner's sign panels shall comply with Exhibit D. Retail Owner shall fabricate and install all of Out Parcel Owner's sign panels upon written request from Out Parcel Owner, and Out Parcel Owner shall reimburse Retail Owner for the actual cost thereof within thirty (30) days after invoice therefor. Retail Owner shall also remove Out Parcel Owner's sign panels upon written request from Out Parcel Owner, and shall reimburse Retail Owner for the actual cost of removal and repair of any damage to the Shopping Center Pylon Signs caused by such removal within thirty (30) days following Out Parcel Owner's receipt of Retail Owner's invoice therefor. Retail Owner shall be responsible for maintaining, repairing, and replacing the Shopping Center Pylon Signs and making sure that same are in good condition and working order. The cost incurred by Retail Owner in maintaining, repairing and replacing the Shopping Center Pylon Signs shall not be included in the Common Area Charge or be deemed an Operating Cost; provided, however, that Out Parcel Owner shall pay to Retail Owner, within thirty (30) days after Out Parcel Owner's receipt of invoice

from Retail Owner and supporting documentation therefor: (i) Out Parcel Owner's proportionate share of such costs with respect to each of the Shopping Center Pylons in common with the other tenants and Occupants maintaining panels on each such Shopping Center Pylon. Out Parcel Owner's proportionate share of such costs for each Shopping Center Pylon Sign shall be a fraction, the numerator of which shall be the total area of all of Out Parcel Owner's (including Out Parcel Owner's tenants' and Occupants') pylon sign identification panels located on such Shopping Center Pylon Sign, and the denominator of which shall be the total area of all tenant and/or Occupant pylon sign identification panels then-being maintained on such Shopping Center Pylon Sign (but specifically excluding any sign panels identifying the Retail Parcel or Shopping Center in general as distinguished from identifying the tenants or Occupants thereof.) Retail Owner shall, as reasonably necessary, maintain, repair and replace Out Parcel Owner's pylon sign identification panels throughout the term of this Declaration (provided the rights set forth in this Section 2.8 shall not survive the termination or expiration of this Declaration), and Out Parcel Owner shall reimburse Retail Owner for the cost thereof within thirty (30) days following Out Parcel Owner's receipt of Retail Owner's invoice therefor.

Section 2.9 Easement for Performance of Common Area Maintenance

Out Parcel Owner hereby grants to Retail Owner a non-exclusive easement over the Out Parcel for the purpose of performing Retail Owner's obligations set forth Section 5.1 below.

Section 2.10 Additional Easements

The Parties further acknowledge that additional easements may be required over a Parcel in connection with the future re-development of the respective Parcels. In the event that at any time a Party reasonably determines that additional easements are so necessary or beneficial, it shall notify the other Party hereto of the nature of the requested easement and the proposed location thereof. The Parties hereto shall not unreasonably withhold, condition, or delay their approval of such easement(s) and the location thereof and shall cooperate in the execution, acknowledgement and delivery of an amendment to this Declaration setting forth such additional easement(s).

Section 2.11 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 Declaration.

ARTICLE III
OUT PARCEL IMPROVEMENTS

Section 3.1 Out Parcel Improvements

Prior to Out Parcel Owner's performance of any demolition or construction (or expansion, exterior renovation or alterations) on the Out Parcel at any time, and except as and in the manner as may be permitted on the Out Parcel under any of the Leases without landlord consent, Out Parcel Owner shall deliver to Retail Owner for Retail Owner's approval, plans and specifications in sufficient detail to show the elevations of any proposed Out Parcel Improvements, the building materials to be used on the exterior, the location of the proposed Out Parcel Improvements

(including but not limited to loading, trash removal and mechanical areas) the location of Primary Drives and Parking Areas, an exterior lighting plan, a landscaping plan, a drainage plan, and the location of utilities proposed on the Out Parcel and their connection to any Utility Facilities located on the Retail Parcel, and obtain Retail Owner's approval thereof (once approved, the "Approved Plans"). Retail Owner shall not have any approval rights with respect to any signage on the Out Parcel so long as such signage complies with all applicable codes and with the sign criteria set forth on Exhibit D. Any Primary Drives or Parking Areas located on the Out Parcel shall be designed and constructed to provide a uniform, coherent and harmonious area for the circulation of vehicles and pedestrians between the Retail Parcel and the Out Parcel. Within thirty (30) days after receipt, Retail Owner shall approve said plans and specifications or provide its reasonable explanation for its disapproval thereof. Subject to the restrictions set forth in this Article III, and provided that the building materials (including but not limited to masonry and stone) are of like-kind as the building materials of the Out Parcel Improvements as of the date of this Declaration, Retail Owner shall not unreasonably withhold or condition its approval of said plans. If Retail Owner does not approve of the plans within thirty (30) days after receipt thereof or provide a reasonable explanation for its disapproval of the plans within such time frame, and such failure to approve or provide explanation for disapproval continues for five (5) business days following Retail Owner's receipt of written notice from the Out Parcel Owner of such failure, the plans shall be deemed approved and shall thereafter constitute Approved Plans. All construction staging utilized in connection with construction of Out Parcel Improvements shall be located on the Out Parcel. Out Parcel Owner shall make commercially reasonable efforts to minimize any disturbance to the operation of business on the Retail Parcel by the Retail Owner and the Occupants of the Retail Parcel during any period of construction on the Out Parcel. All work to be performed as set forth in this Section 3.1 shall be performed in accordance with Section 3.5 herein and shall comply with the Approved Plans and all of the requirements and restrictions set forth in this Article III.

Section 3.2 Out Parcel Improvement Height.

No Out Parcel Building shall exceed twenty-four feet (24') feet in height above grade.

Section 3.3 Aggregate Area of Out Parcel Improvements.

One (1) building shall be permitted on the Out Parcel. Such Out Parcel Building shall not contain more than eighteen thousand two hundred fifteen (18,215) square feet of ground floor area and shall be located substantially within the footprint of the existing Out Parcel Building as of the Effective Date.

Section 3.4 Parking Requirements

The Out Parcel Owner shall maintain at all times not less than the number of standard parking spaces and handicapped parking spaces required by applicable Laws on the Out Parcel. The parking spaces, lanes and bays shall conform to the requirements of all Laws.

Section 3.5 Compliance with Laws

All construction, alterations, and repair work on either Parcel shall be accomplished in a commercially reasonable and expeditious manner, in compliance with all Laws. 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 and Parking Areas. Subject to the provisions of Sections 6.1(a) and (b) below, each Owner shall repair, at its own cost and expense, any and all damage caused by such work and shall restore any affected portion of the other Owner's Parcel to a condition reasonably consistent with that which existed prior to the beginning of such work. In addition, each Owner shall promptly pay all costs and expenses associated therewith and shall indemnify and hold the other Owner 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 the other Owner 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 the other Owner at least 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. Nothing contained in this Section 3.5 shall grant either Owner the right to perform work on or which affects the other Owner's Parcel, except as otherwise provided in this Declaration.

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ARTICLE IV
MAINTENANCE, REPAIR AND RESTORATION
OF BUILDINGS AND IMPROVEMENTS, OUT PARCELS
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Section 4.1 Maintenance of Buildings

Each Owner shall be responsible, at its sole cost and expense, for the repair and upkeep of any building situated on its Parcel, which repair and upkeep shall be performed in a workmanlike and diligent manner and to the standards of first-class retail developments of similar size in the same geographic area as the Shopping Center, and shall include painting, maintaining the structure, including, without limitation, the roof and downspouts, keeping the facade in good repair, keeping windows clean and in good repair, maintaining exterior doors, keeping all exterior light fixtures affixed to the building on its Parcel operational and in good repair, maintaining the building's receiving area, maintaining the sidewalks abutting the building, maintaining all building signs and maintaining any Utility Facilities serving its Parcel exclusively.

Section 4.2 Maintenance of Out Parcel Improvements

Out Parcel Owner shall keep and maintain or cause to be kept and maintained the Out Parcel 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, including but not limited to the Out Parcel Building's receiving area, the sidewalks abutting the Out Parcel Building, any water, sewer or electrical lines serving only the Out Parcel Building, any Occupant's signs and all portions of an Occupant's drive-thru facilities. The Retail Parcel shall be maintained consistent with standards of first-class retail developments of similar size in the same geographic area as the Shopping Center.

Section 4.3 Damage or Destruction

Out Parcel Owner hereby agrees that in the event of the damage or destruction of all or any part of the Out Parcel Improvements, Out Parcel Owner shall elect to either (i) promptly commence repairing and rebuilding the Out Parcel Improvements in accordance with Article III and shall

exercise reasonable diligence to prosecute such repair or rebuilding to completion in accordance with Section 4.4, or (ii) remove such damaged Out Parcel Improvements in accordance with Section 4.5. Out Parcel Owner shall make such election and commence either such repairing and rebuilding or removal of damaged Out Parcel Improvements within one hundred eighty (180) days of the date of such damage or destruction. Failure of Out Parcel Owner to make the election within the time period specified in the immediately preceding sentence shall be deemed to be Out Parcel Owner's election to remove the damaged Out Parcel Improvements.

Section 4.4 Duty to Complete Rebuilding

Out Parcel Owner agrees to use due diligence in order to cause any building or other improvement which Out Parcel Owner is required to repair, replace or rebuild pursuant to this Article IV to be completed and ready for occupancy within eighteen (18) months after such damage or destruction occurs.

Section 4.5 Clearing Debris from Razed Improvements

To the extent Out Parcel Owner does not elect to restore such damaged or destroyed Out Parcel Improvements, Out Parcel Owner 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. The Out Parcel Owner, in performing any such razing, shall do so in a manner so as not to interfere with or affect the structural integrity of any Utility Facilities or any Retail Improvements.

Section 4.6 Retail Owner's Right to Self-Help

If Out Parcel Owner fails to perform or cause to be performed any of its duties or obligations provided in this Article IV, Retail Owner may at any time give a written notice to Out Parcel Owner setting forth the specific failure to comply with any such duty or obligation. 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 Out Parcel Owner fails to commence the correction of such failure within such period and diligently prosecute the same thereafter, then, in either such event, Retail Owner shall have the right to correct such failure, including the right to enter upon the Out Parcel to the extent necessary to correct such failure, in which event the Out Parcel Owner shall pay Retail Owner any amounts so expended, with interest, in accordance with Section 15.5 below, within thirty (30) days after Out Parcel Owner's receipt of Retail Owner's invoice therefor.

ARTICLE V
MAINTENANCE: UTILITY FACILITIES, PRIMARY DRIVES,
PARKING AREAS AND SIGNAGE

Section 5.1 Maintenance; Common Area Charge.

(a) Retail Owner shall keep and maintain or cause to be kept and maintained, in good condition and repair, (i) the Primary Drives, including without limitation

replacement, repaving, snow, ice and debris removal, and general maintenance thereof, and (ii) the common areas of the Retail Parcel as the same exist from time to time, and shall perform landscaping on the Out Parcel consistent with that of the Retail Parcel (collectively, "Common Area Maintenance"). As consideration for Retail Owner performing the Common Area Maintenance and as consideration for the easements granted pursuant to Article II above, Out Parcel Owner shall pay the Common Area Charge to Retail Owner. The "Common Area Charge" shall be equal to Out Parcel Owner's Pro-Rata Share (defined herein) of the cost incurred by Retail Owner in performing the Common Area Maintenance and of all costs and expenses of every kind and nature paid or incurred by Retail Owner during the term of this Agreement in operating, managing, equipping, policing (if and to the extent provided by Retail Owner), protecting, insuring, heating, cooling, lighting, painting, cleaning, ventilating, repairing, replacing and maintaining (a) the common areas of the Retail Parcel, including any stoplights and other traffic control or fire safety devices adjacent thereto, (b) costs and expenses paid or incurred by Retail Owner under or pursuant to any easement, operating or development agreements to which Retail Owner is or may be bound or the Retail Parcel is or may become subject to, provided that such costs and expenses are applicable to the overall Shopping Center (which for purposes of this Section may include the entire Shopping Center) as a whole, and do not solely benefit specific tenants or Occupants thereof, and (c) the cost of maintaining, repairing, replacing and operating (including utility costs for) those Utility Facilities serving both the Retail Parcel and the Out Parcel (collectively, "Operating Costs"). Out Parcel Owner's "Pro-Rata Share(s)" of Operating Costs shall be equal to the product of (a) the amount of said Operating Costs (less such costs attributable to areas paying such costs under separate billing), and (b) a fraction, the numerator of which is the floor area of the building constituting part of the Out Parcel Improvements and the denominator of which is the total floor area of the buildings, in the aggregate, in the Shopping Center, on the Out Parcel, on those parcels adjoining the Shopping Center contributing to Operating Costs pursuant to separate agreements, less areas paying such costs under separate billing. Out Parcel Owner shall pay to Retail Owner, in advance on the first day of each calendar month, the estimated Common Area Charge. The Common Area Charge for any partial month shall be prorated on the basis of one-thirtieth (1/30th) of the monthly Common Area Charge for each day of said partial month. Following each fiscal year of Retail Owner, the Common Area Charge shall be adjusted upwards or downwards based on Retail Owner's estimate of what the actual costs for the current fiscal year will be, which shall be payable retroactively to the first day of such fiscal year. Each year within thirty (30) days after the end of Retail Owner's fiscal year, Retail Owner shall furnish to Out Parcel Owner a statement, in reasonable detail, of the actual Operating Costs paid or incurred by Retail Owner, and thereupon there shall be an adjustment between Retail Owner and Out Parcel Owner with payment to or repayment by Retail Owner, as the case may be, to the end that Retail Owner shall receive the entire amount of Out Parcel Owner's Pro-Rata Share of Operating Costs. Any amount due from or payable to Out Parcel Owner shall be payable within thirty (30) days following the rendition of Retail Owner's statement therefor. The obligations of Out Parcel Owner and Retail Owner hereunder shall survive the expiration or earlier termination of this Declaration.

(b) Out Parcel Owner shall keep and maintain or cause to be kept and maintained, in good condition and repair, at its expense, the portion of the Utility Facilities

located on and serving exclusively the Out Parcel, and the Parking Areas on the Out Parcel including, without limitation, maintenance, repair, repaving, seal coating, patching and crack filling of all paved areas, lighting, cleaning, snow, ice and debris removal and general maintenance thereof, and maintaining, repairing, replacing and insuring the Utility Facilities, Primary Drives, Parking Areas, and other Improvements for which Out Parcel Owner is expressly made responsible under the terms of this Declaration.

(c) Out Parcel Owner shall have the right, upon not less than ten (10) business days' notice delivered to Retail Owner within one hundred eighty (180) days from the date on which Out Parcel Owner receives Retail Owner's statement set forth in Section 5.1(a) above, to cause a certified public accountant operating on a non-contingency fee arrangement to audit Retail Owner's books and records to verify the Common Area Charge amounts, provided all such information shall be kept confidential. Such audit shall be conducted at Retail Owner's business offices during Retail Owner's regular business hours. Retail Owner shall refund to Out Parcel Owner any overpayments discovered by such audit, and Out Parcel Owner shall pay to Retail Owner's any underpayment discovered by such audit.

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ARTICLE VI
INSURANCE

Section 6.1 Duty to Carry Casualty Insurance-Release and Waiver of Subrogation.

(a) Out Parcel Owner shall carry (or cause to be carried) policies of all-risk property insurance on the Out Parcel Improvements, covering the full replacement cost thereof. Such insurance shall be carried by Out Parcel Owner commencing with the date of this Declaration. Retail Owner shall not be liable to Out Parcel Owner, or to any insurance company insuring Out Parcel Owner, 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 Retail Owner, its agents or employees, and Out Parcel Owner hereby releases all of its rights to recover from Retail Owner for such loss or damage. Without in any manner limiting or conditioning the effectiveness of the foregoing waiver and release, Out Parcel Owner covenants that it will obtain for the benefit of Retail Owner a waiver of any right of subrogation the insurer of Out Parcel Owner may acquire against Retail Owner or other parties by virtue of the payment of any such loss covered by such insurance, provided such waiver is available on commercially reasonable terms.

(b) Retail Owner shall carry (or cause to be carried) policies of all-risk property insurance on the Retail Improvements, including the Shopping Center Pylon Signs, covering the full replacement cost thereof. Such insurance shall be carried by Retail Owner commencing with the date of this Declaration. Out Parcel Owner shall not be liable to Retail Owner, or to any insurance company insuring Retail Owner, 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 Out Parcel Owner, its agents or employees, and Retail Owner hereby releases all of its rights to

recover from Out Parcel Owner for such loss or damage. Without in any manner limiting or conditioning the effectiveness of the foregoing waiver and release, Retail Owner covenants that it will obtain for the benefit of the Out Parcel Owner a waiver of any right of subrogation the insurer of Retail Owner may acquire against Out Parcel Owner or other parties by virtue of the payment of any such loss covered by such insurance, provided such waiver is available on commercially reasonable terms.

Section 6.2 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 bodily 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 Three Million Dollars (\$3,000,000). Out Parcel Owner shall name Retail Owner and any additional Persons as reasonably requested by Retail Owner as additional insureds. Retail Owner shall name Out Parcel Owner and any additional Persons as reasonably requested by Out Parcel Owner as additional insureds.

Section 6.3 Indemnification

Each Party respectively agrees to defend, indemnify and save the other Party and its respective officers, directors, employees, members, partners, managers, agents, contractors, and Occupants 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 bodily injury, death of persons or destruction of property occurring thereafter on its Parcel.

ARTICLE VII
GENERAL COVENANTS

Section 7.1 Limitation on Deleterious Characteristics and Uses

(a) Except as may be expressly permitted under any of the Leases (but for only such time as such Lease is in effect), no use, operation or occupancy will be made, conducted or permitted (i) on any part of the Out Parcel which use or operation is agreed herein to be prohibited (the "Prohibited Uses"), (ii) on any part of the Out Parcel which use or operation violates any exclusive use rights or prohibited use rights of any Occupants of the Retail Parcel or restrictions applicable to the Retail Parcel as such shall exist as of the date of this Declaration (collectively, the "Restricted Uses"), which Prohibited Uses and Restricted Uses are set forth on Exhibit C attached hereto and made a part hereof, or (iii) on either part of any Parcel which is prohibited or restricted by zoning applicable to such Parcel. Within ten (10) days after written request from Out Parcel Owner, the Retail Owner shall notify the Out Parcel Owner in writing as to which of the Restricted Uses remain in effect; in the event that Retail Owner notifies the Out Parcel Owner that a Restricted Use is no longer in effect, the restriction set forth in this Section 7.1(a) shall no longer apply to such Restricted Use. Notwithstanding the foregoing sentence to the contrary, those Restricted Uses identified as "Prohibited Uses" on Exhibit C shall remain in full force and

effect at all times.

(b) During such time as (1) the Qdoba Lease is in full force and effect and (2) the tenant under the Qdoba Lease is continuously operating in its premises for the Permitted Use, as such term is defined in the Qdoba Lease, but expressly subject to the limitations and conditions set forth therein, Retail Owner shall not lease to, rent to, or permit any tenant or licensee on the Retail Parcel to engage in a 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: (i) any tenant, licensee or occupant of the Retail Parcel operating a full-service restaurant, or (ii) any existing tenant, licensee or occupant as of the Effective Date having a use clause in its lease or license agreement which allows such tenant, licensee or occupant to operate in a manner which would otherwise violate this Section 7.1(b). For purposes of this Section 7.1(b), "full-service restaurant" shall mean a restaurant that has a three-way liquor license, serving beer, wine and liquor, where customers order food while seated at a table and food is served by a server at the table. Within ten (10) days after written request from Retail Owner, the Out Parcel Owner shall notify the Retail Owner in writing as to whether the foregoing restriction (herein, the "Qdoba Restriction") remains in effect (which Qdoba Restriction shall no longer remain in effect upon the earlier to occur of [a] the expiration or earlier termination of the Qdoba Lease, or [b] the Qdoba Restriction no longer having any force or effect pursuant to the express terms of the Qdoba Lease (e.g., the tenant under the Qdoba Lease electing to "Go Dark" as such term is defined in the Qdoba Lease.) In the event that Out Parcel Owner notifies the Retail Owner that the Qdoba Restriction is no longer in effect, this Section 7.1(b) shall be null and void and of no further force or effect.

Section 7.2 Signage.

Except for signage existing as of the date of this Declaration, or replacement thereof in substantially the same size, location and configuration, Out Parcel Owner shall not install or permit the installation of any signage on the Out Parcel or on the Out Parcel Improvements other than in compliance with (i) the sign criteria set forth on Exhibit D attached hereto and made a part hereof, and (ii) all applicable codes, rules and regulations.

Section 7.3 Hazardous Materials

Neither Party shall cause, nor permit, any Hazardous Substances (as hereinafter defined) to be brought upon, generated, produced, stored, used, discharged or disposed of in, on or about such Party's Parcel or the Shopping Center by such Party, its agents, employees, contractors or invitees, other than in the ordinary course of such Party's business for use on such Party's Parcel only and in such case in lawful quantities, stored in proper containers and in strict accordance with all legal requirements. Each Party 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 such Party's Parcel or the Shopping Center or arising from such Party's use or occupancy of such Party's Parcel or the acts or omissions of such Party, 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. Each Party shall indemnify, defend (using counsel reasonably satisfactory to the other Party) and hold harmless the other Party, the other Party's property manager, and their respective officers, directors, beneficiaries, shareholders, managers, members, partners, agents and employees, from and against any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses, damages for the loss or restriction on use of rentable or usable space on the other Party's Parcel, 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 such Party's Parcel, by such Party, its agents, employees or contractors. Each Party's obligations and liabilities under this Section 7.3 shall survive the expiration or termination of this Declaration.

ARTICLE VIII
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REMEDIES

In addition to the other rights and remedies set forth in this Declaration, if a Party violates any of the covenants contained herein, the other Party shall have the right to enforce any of its rights in law or in equity.

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ARTICLE IX
REAL ESTATE TAXES

The Out Parcel and Retail Parcel are taxed as a separate tax parcels. In addition to their respective obligations to pay any other amounts hereunder, Out Parcel Owner and Retail Owner shall be obligated to pay, or cause to be paid, all real estate taxes assessed on their respective Parcels when due and payable.

ARTICLE X
EXCUSES FOR NON-PERFORMANCE

Notwithstanding anything contained in this Declaration, and with the exception of any Party's obligation to pay any sum of money due under this Declaration or required to be paid to a third party pursuant to this Declaration, a Party shall be excused from performing any obligation under this Declaration, and any delay in the performance of any obligation under this Declaration 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 XI
NOTICES AND APPROVALS

Any notice or communication required or permitted hereunder shall be delivered to the intended recipient at the addresses shown below, or such other address as a Party may designate to the other by providing prior written notice thereof as hereinafter provided:

To Retail Owner:

IP-TL Century Plaza, LLC
c/o Tri-Land Developments, Inc.
One East Oak Hill Drive

Suite 302
Westmont, Illinois 60559
Facsimile: 708 531 8217
Attn: Richard F. Dube

To Out Parcel Owner: RDS LLC
725 Tiffany Court
Lafayette, IN 47905
Facsimile: 765-448-6105
Attn: Preet M. Singh

Notice may be served by (a) generally recognized overnight delivery service, freight fully prepaid, for delivery on the next business day, (b) United States certified mail, postage fully prepaid, return receipt requested, (c) personal delivery or (d) written telecommunication (such as facsimile or telex). Such notice shall be deemed delivered, (i) if sent via overnight delivery service, on the date delivery was received or refused, (ii) if sent by certified mail, three (3) business days after deposit thereof in the United States mail or (iii) if personally delivered or sent by written telecommunication (such as facsimile or telex), on the date of delivery. Any Owner may designate a different address from time to time, provided however it has given at least ten (10) days' advance notice of such change of address. If any Owner shall cease to be the "Owner" of its Parcel, and the succeeding Owner of that Parcel shall fail to give a notice of change of ownership and address, then notices may be sent to any one of the following: (i) to the last Owner of record disclosed to the Owner giving notice, (ii) to "Owner of Record" at the street address for that Owner's Parcel as designated by the U.S. Postal Service (or by any successor of the U.S. Postal Service) or (iii) to the grantee at the address shown in that last recorded conveyance of the Parcel in question.

ARTICLE XII
AMENDMENTS

This Declaration may be amended, modified or terminated by written agreement of the Parties without the consent or approval of any other Person(s) (including Permittees of the Parties); provided, any amendment or modification of the Declaration 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 Declaration, this Declaration shall not be terminated, amended or modified in any material respect which would or might adversely affect such Mortgagee without such Mortgagee's consent.

ARTICLE XIII
TERM OF AGREEMENT

This Declaration 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 seventy five (75) 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, and further provided that the easements granted in Article II shall survive the expiration of the term of this Agreement.

ARTICLE XIV
LIMITATION OF LIABILITY

Section 14.1 Limitation of Liability

The liability of an Owner under this Declaration shall be limited to and enforceable solely against the assets of such Owner constituting an interest in a Parcel (including insurance and condemnation proceeds attributable to the Parcel and any security, such as a letter of credit or bond provided pursuant to this Declaration), and no other assets of such Owner. Assets of an Owner which is a partnership do not include the assets of the partners of such partnership Owner, and the negative capital account of a partner in a partnership which is an Owner and an obligation of a partner to contribute capital to the partnership which is an Owner shall not be deemed to be assets of such partnership.

Section 14.2 Transfer of Ownership

If an Owner shall sell, assign, transfer, convey or otherwise dispose of its interest in a Parcel (other than as security for a loan to such Owner), then (a) such Owner shall be entirely freed and relieved of any and all covenants and obligations arising under this Declaration which accrue under this Declaration from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in a Parcel but will remain liable for all obligations arising under this Declaration prior to the sale and conveyance of title, (b) the Person who succeeds to an Owner's interest in a Parcel (including, without limitation, any Owner or lienholder who acquires its interest by foreclosure, trustee's sale or otherwise) shall be deemed to have assumed any and all of the covenants and obligations arising under this Declaration of such Owner both theretofore accruing or which accrue under this Declaration from and after the date such Owner shall so sell, assign, transfer, convey or otherwise dispose of its interest in such Parcel and (c) the new Owner of such Parcel or any portion thereof will be liable for all obligations arising under this Declaration with respect to such Parcel or portion thereof after the date of sale and conveyance of title. The new Owner shall give written notice to the other Parties within thirty (30) days after the effective date of the sale or transfer, which notice shall specify such new Owner's address for notices in accordance with Article XI of this Declaration.

ARTICLE XV
MISCELLANEOUS

Section 15.1 Captions - Exhibits

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

Section 15.2 Locative Adverbs; Terms

The locative adverbs, "herein," "hereunder," "hereto," "hereby," "hereinafter," and like words, wherever the same appear herein, mean and refer to this Declaration 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 15.3 Declaration for Exclusive Benefit of Parties

Except as specifically provided in Article II and Article XII, the provisions of this Declaration are for the exclusive benefit of the Parties hereto and not for the benefit of any other Person nor shall this Declaration 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 15.4 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 Declaration 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 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 Declaration 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 Declaration, 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 15.5 Payment; Default; Remedies

If under this Declaration a Party is required to pay a sum of money to any other Party, then the Party owing such sum (the "Obligor Party") shall pay such sum to the Party entitled to such payment within ten (10) days after demand therefor, or within such other applicable time period as may be specifically provided in this Declaration for such payment. If under this Declaration a Party is compelled or elects pursuant to this Declaration to pay any sum of money or do any acts that require the payment of money by reason of the failure or inability of another Party (the "Defaulting Party") to perform any of the provisions of this Declaration to be performed by the Defaulting Party, the Defaulting Party shall promptly, upon demand, reimburse such other 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 the same is paid or reimbursed.

If any payment owed by an Obligor Party or a Defaulting Party shall not be made within ten (10) days after demand for payment is made or within such other applicable time period as may be specifically provided in this Declaration, such amount, together with, interest as aforesaid, reasonable attorneys' fees and costs of collection, will constitute a lien against the Parcel owned by the Obligor Party or the Defaulting Party, as the case may be, upon recordation of a claim for lien with the Recorder of Deeds of Lake County, Indiana ("Recorded Claim"), by the Party to

whom such sums are owed (the "Creditor Party"), and the Creditor Party shall be entitled to take any action necessary or appropriate to perfect and/or foreclose such lien. Such lien will be prior to all other liens and encumbrances, recorded or unrecorded, except: (i) taxes, special assessments and special taxes; and (ii) mortgages securing repayment of a debt on the interest of the Obligor Party or Defaulting Party recorded prior to the recording of the Recorded Claim with the Recorder of Deeds of Lake County, Indiana. In addition to the foregoing, a Creditor Party may institute one or more actions against the Obligor Party or Defaulting Party for specific performance, declaratory or injunctive relief, damages or other suitable legal or equitable remedy. In addition to all other remedies, the Creditor Party may deduct the amount owing to the Creditor Party, together with interest as aforesaid, from any sums then due or thereafter becoming due from the Creditor Party to the Obligor Party or Defaulting Party under this Declaration, regardless of who may have an interest in the Parcel of the Obligor Party or Defaulting Party at the time such deduction(s) is/are made. The rights and remedies provided in this Section and the enforcement thereof as herein provided shall be in addition to and not in substitution for or exclusion of any other rights and remedies which a Creditor Party may have under this Declaration or at law, in equity or otherwise.

Section 15.6 No Partnership, Joint Venture or Principal-Agent Relationship

Neither anything in this Declaration 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 Declaration.

Section 15.7 Successors

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

Section 15.8 Governing Laws

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

Section 15.9 Covenants Run With the Land

It is intended that the covenants, easements, agreements, promises and duties of each Party as set forth in this Declaration, 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 15.10 Default Shall Not Permit Termination of Declaration

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

Section 15.11 Right to Enjoin

In the event of any violation or threatened violation of any of the provisions of this Declaration 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 15.12 Counterparts

This Declaration 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 15.13 Written Consent Required

Whenever a Party is requested to consent to or approve of any matter with respect to which its consent or approval is required by this Declaration, such consent or approval, if given, shall be given in writing.

Section 15.14 Estoppel Certificates

A Party shall, within fifteen (15) 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 to such party's knowledge, and to the extent accurate, all Parties are in compliance with all of the terms, covenants and conditions of this Declaration, and any other matters reasonably requested by such Party, or any existing or prospective mortgagee or purchaser of such Party.

Section 15.15 Attorneys' Fees

In the event any party to this Declaration shall file a legal action that is related to its rights under this Declaration, or to enforce any term or provision of this Declaration, the prevailing party in such action shall be entitled to an award of compensation of its costs related thereto, including but not limited to court costs, filing fees, and reasonable attorneys' fees (including appellate costs and attorneys' fees). The prevailing party is the party who receives substantially the relief sought by said party, whether by final unappealable order, dismissal, or settlement, including any mediation or arbitration.

Section 15.16 Entire Agreement

This Declaration, together with all exhibits and addenda, contains all the terms and conditions agreed upon by the parties with respect to the transaction contemplated, shall supersede all prior or contemporaneous agreements, representations and understandings with respect to such matters, and no oral representation or statement shall be considered a part hereof.

Section 15.17 Waiver of Trial by Jury

IN ANY LAWSUIT OR OTHER PROCEEDING INITIATED BY EITHER PARTY UNDER OR WITH RESPECT TO THIS AGREEMENT, EACH PARTY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY.

[signature page follows]



IN WITNESS WHEREOF, Declarant has caused its duly authorized officer to sign and seal this Declaration as of the day and year first above written.

DECLARANT:

IP-TL Century Plaza, LLC, Delaware limited liability company

By: [Signature]
Hugh D. Robinson, Executive Vice President

STATE OF ILLINOIS
COUNTY OF DuPAGE

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The undersigned, a Notary Public in and for the said County, in the State aforesaid, DO HEREBY CERTIFY that Hugh D. Robinson, the Executive Vice 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 Executive Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this _____ day of SEPTEMBER, 2017

OFFICIAL SEAL
JACQUELYN R. MUSIL
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 09/24/18



[Signature]
Notary Public

My Commission Expires:

9/24/18

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

[Signature]
Rachee D. Canroy

EXHIBIT A

LEGAL DESCRIPTION OF RETAIL PARCEL

TRACTS 3, 4 AND 18 IN 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 TO THE TOWN OF MERRILLVILLE, INDIANA, AS PER THE PLAT THEREOF RECORDED JULY 29, 2015 IN PLAT BOOK 108, PAGE 34 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA; AND

TRACT 15 IN SECOND AMENDMENT TO CENTURY PLAZA, AN AMENDMENT TO TRACTS 4, 5 AND 8 IN CENTURY PLAZA, A PLANNED UNIT DEVELOPMENT TO THE TOWN OF MERRILLVILLE, INDIANA, AS PER PLAT THEREOF RECORDED MAY 24, 2001 IN PLAT BOOK 101, PAGE 46 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



EXHIBIT A-1

LEGAL DESCRIPTION OF OUT PARCEL

TRACT 2 IN 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 TO THE TOWN OF MERRILLVILLE, INDIANA, AS PER THE PLAT THEREOF RECORDED JULY 29, 2015 IN PLAT BOOK 108, PAGE 34 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.



EXHIBIT C
PROHIBITED AND RESTRICTED USES

PROHIBITED USES

1. Second-hand stores (not 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).
2. Pool rooms, except that the foregoing shall not preclude the operation of a billiard parlor operated in conjunction with a restaurant or amusement center.
3. Massage parlor, tattoo parlor, adult bookstore, adult entertainment facility, a so-called "head" shop, off-track betting, gambling, or gaming, video arcade.
4. 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).
5. Stores engaging in the sale or rental of pornographic material.
6. Flea markets, swap meets, pawn shops, junk yards, labor camps.
7. Living quarters, sleeping apartments or lodging rooms.
8. Night clubs, discos or dance halls.
9. Amusement parks, carnivals.
10. Meeting halls.
11. Catering halls not operating a restaurant, banquet facilities.
12. Adult book stores, establishments featuring a male or female revue.
13. Operations primarily used as warehouse operations except for wholesale club businesses such as Costco or Sam's or retail warehouse operations.
14. 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.
15. Mobile home parks, trailer courts, labor courts, junkyards or stockyards.
16. 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).
17. Establishments providing outdoor automobile, truck, trailer, mobile home or recreational vehicle sales, leasing, display, storage or repair.
18. Animal raising or storage facilities (except incidental to a full-line retail pet supply operation).
19. Funeral homes or mortuaries.
20. Any facility related to the occult sciences, such as palm readers, astrologers, fortune tellers, tea leaf readers or prophets.
21. Frozen food locker or sales facility, milk distribution center.
22. Nursing home or old age center.
23. Governmental facility (other than a post office), recruiting center or employment center.
24. Automobile repair work or automobile body shop, automobile, motorcycle, boat, trailer or truck leasing, rental or sales.

25. Any use which constitutes a public or private nuisance or produces objectionable noise, litter, odor or vibration.
26. Any physically damaging or dangerous hazards.
27. Outdoor sales or displays.

RESTRICTED USES

1. Family-style buffet restaurants similar to Old Country Buffet.
2. 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.
3. Any quick service Italian restaurant.
4. 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).



EXHIBIT D
SIGN CRITERIA

I. GENERAL

1.1 This exhibit shall govern the design, construction and installation of all signs to be installed by Occupant at any time on the Out Parcel. The Retail Owner 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 Occupant shall be required to identify its premises by erecting two (2) signs which shall be attached respectively directly to the building fascia and building storefront as described hereinafter. Where the premises occupied by the Occupant is a corner store, Occupant may install a fascia sign on each fascia when the parallel lease frontage exceeds fifteen (15) feet, and the criteria shall govern each facade 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 Occupant shall install a uniform identification sign on the Occupant's service door at the Occupant's expense. Occupant shall not post any additional signs in the service area.

1.5 The content of Occupant 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.

1.7 All lettering shall be upper case or lower case block type letters or combinations thereof. Script shall not be allowed, except as Retail Owner 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 Occupant shall not be permitted to open for business without approved required signs in place.

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, weathersealed at point of fascia penetration.

2.2 Length of signs shall be limited to 70% of the leased frontage. The assigned position for each Occupant sign shall be as close to a center-of-frontage location as possible subject to allowance for positioning corner store signs.

2.3 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' to less than 50'	36"	24"	12"
50' to less than 80'	42"	28"	14"
80' and over	48"	32"	16"

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

2.5 Letters shall be channel type formed of steel or aluminum back and sides with white porcelain or baked enamel or anodized aluminum exterior finish. Sides and trim caps (if any) shall be white in color. Open end of the channel shall be glazed with acrylic plastic facing of color selected by the Occupant.

2.6 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 of minimum practical size and number, non-corrosive, concealed and weathersealed at point of fascia penetration.

2.7 Occupant shall install any blocking behind the canopy fascia that may be necessary to properly support the individual letters. Minimum blocking shall be installed in a manner that will not damage the canopy structure of the fascia.

III. CRITERIA FOR STOREFRONT SIGNS

3.1 Occupant 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 Occupant 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 Occupant shall be responsible for complying with the regulations and ordinances governing the installation and maintenance of signs with the Town of Merrillville, Indiana. Application for necessary permits and the payment of fees shall be directed to the appropriate Town Department.

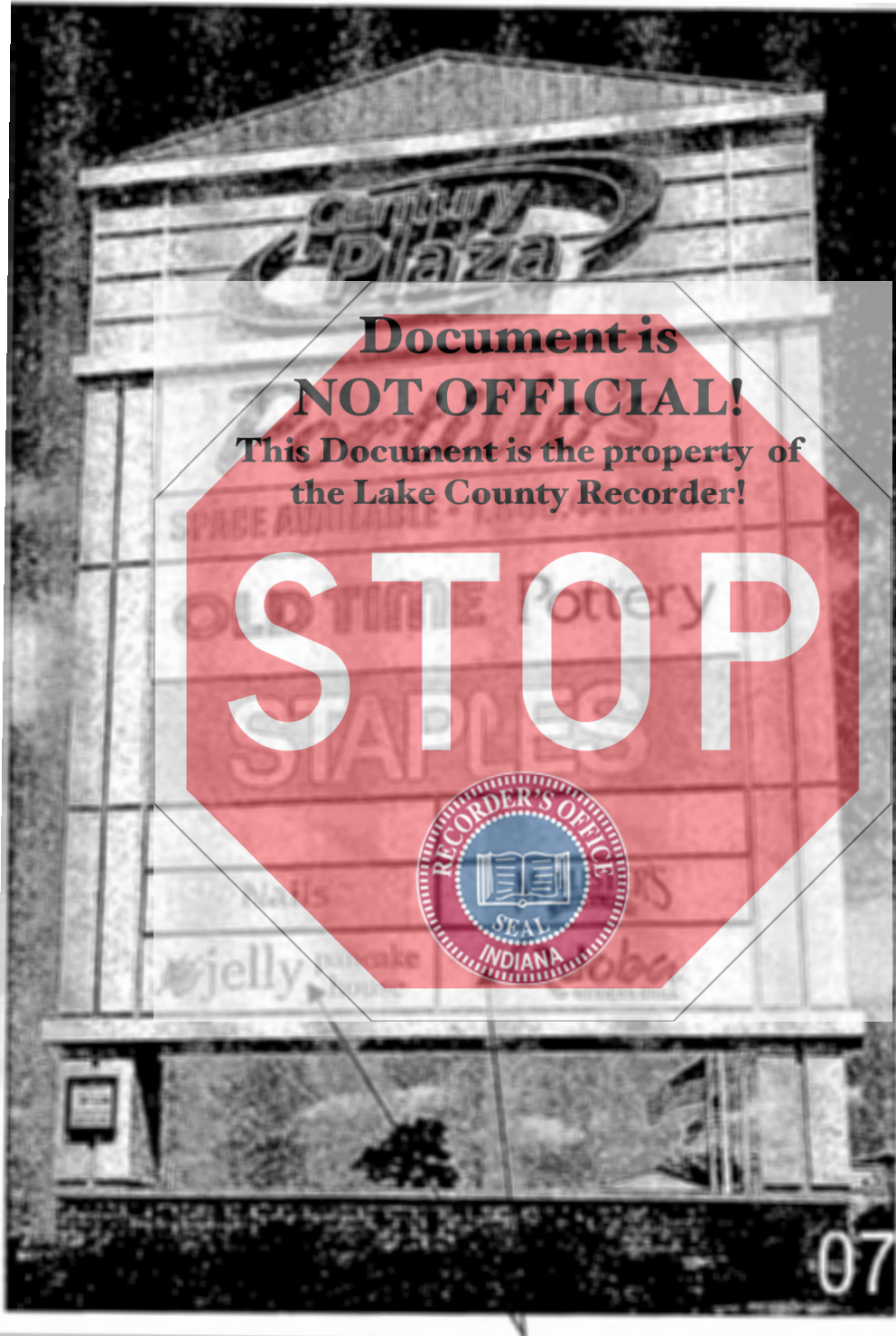
V. COMPLIANCE WITH CODE AND SIGN CRITERIA

5.1 All signage installed on the Out Parcel must comply with applicable codes and with the sign criteria set forth in this Exhibit D. Out Parcel Owner shall not be required to obtain Retail Owner's consent to any signage which complies with applicable codes and the provisions of this

Exhibit D. If any signage on the Out Parcel is out of compliance, Retail Owner shall have the right to provide written notice of such failure to comply to Out Parcel Owner within thirty (30) days following the installation of such signage, whereupon the Out Parcel Owner shall have a period of sixty (60) days to remove such signage and, at Out Parcel's option, replace such signage with signage which complies with all applicable codes and the sign criteria set forth in this Exhibit D.



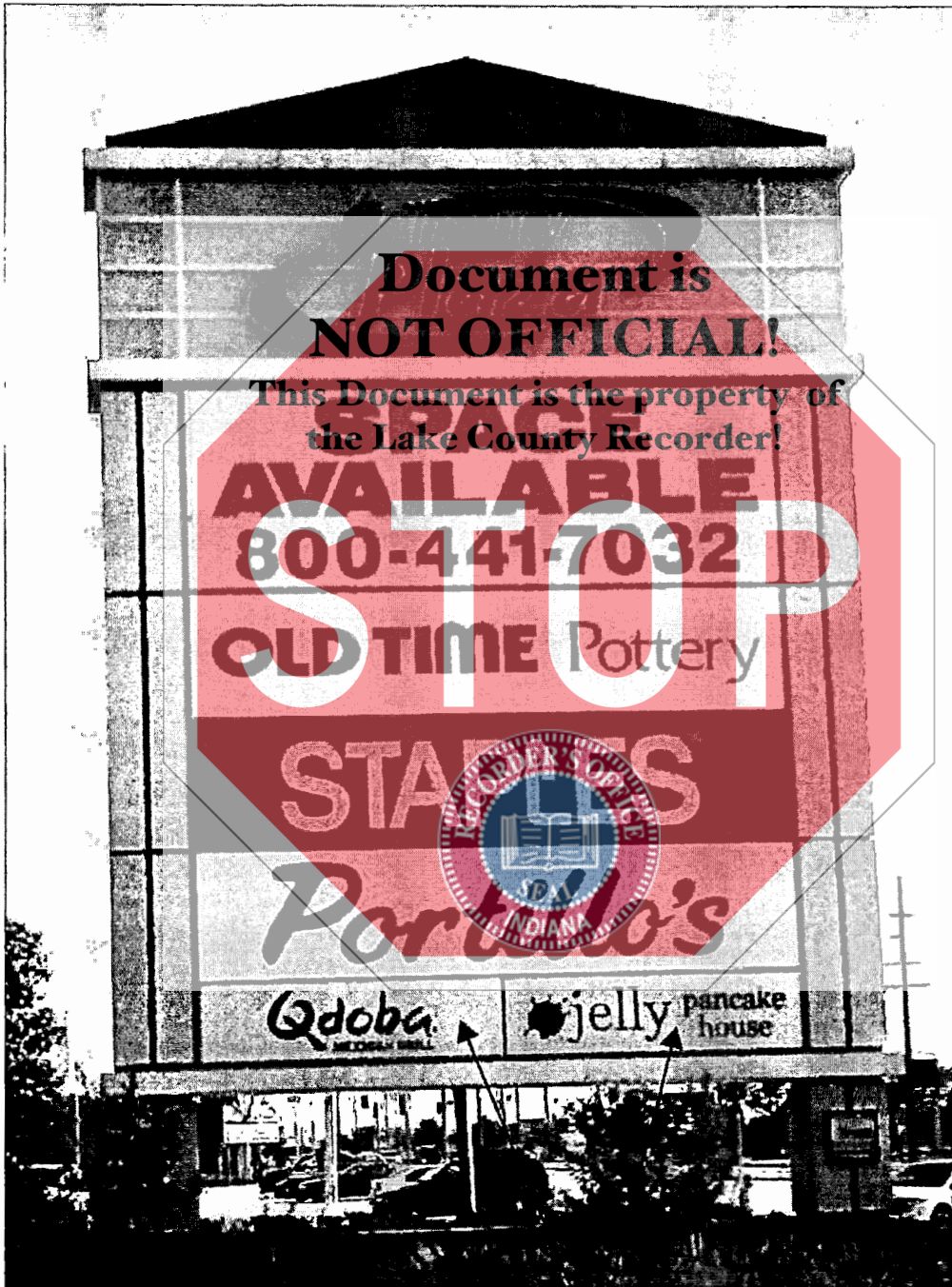
**Exhibit E-1
Existing U.S. 30 Pylon**



**Out Parcel
Tenant Panels**

E-1

**Exhibit E-1
Existing Broadway Pylon**



**Out Parcel
Tenant Panels**

E-2