DOT Title Report

Project ID: 2390-12-00/Racine

File Number: 1079100

Knight Barry TITLE GROUP
Integrity. Experience. Innovation.

Knight Barry Title, Inc.
400 Wisconsin Ave
Racine, WI 53403
262-633-2479
Fax:262-633-4928

Refer Inquiries to: Mary K. Payne (mary@knightbarry.com)
Completed on:1/20/20 1:15 pm
Last Revised on:1/20/20 1:15 pm
Printed on:1/20/20 1:15 pm

Applicant Information

Migdalia Dominguez
WI Dept of Transportation
141 NW Barstow St
Waukesha, WI 53188

Sales Representative:Craig Haskins

Property Information

(Note: values below are from the tax roll)

Effective Date: 12/12/2019 at 8:00 am

Owner(s) of record:Penny Racine, LLC, a Delaware limited liability company

Property address:2619 S Green Bay Road, Racine, WI 53406 (Note: Please see included tax bill for mailing address.)

Legal description: Lot 1, Lot 2 and Lot 3 of Certified Survey Map No. 3175, as recorded in the office of the Register of Deeds for Racine County, Wisconsin on October 21, 2015 in Volume 10 of Certified Survey Maps, Page 393, as Document No. 2420419, being a division of part of the Southeast ¼, Southwest ¼ and Northwest ¼ of the Southwest ¼ of Section 24, Township 3 North, Range 22 East. Said land being in the City of Racine, County of Racine and State of Wisconsin.

Tax Key No: 23876047 (Lot 1) 23876048 (Lot 2) and 23876049 (Lot 3)

Mortgages / Leases / Land Contracts / UCC

Rights of lessees under unrecorded leases, if any.

Memorandum of Lease and other matters contained in instrument recorded November 4, 2014, as Document No. 2393632.

Memorandum of Lease and other matters contained in instrument recorded June 17, 2015, as Document No. 2410203.

Memorandum of Lease and other matters contained in instrument recorded November 17, 2015, as Document No. 2422381.

Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement from Penny Racine, LLC, a Delaware limited liability company to Associated Bank, National Association, in the amount of $1,430,000.00 dated October 29, 2014 and recorded November 3, 2014, as Document No. 2393510.

Amended and Restated Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement, recorded October 7, 2015, as Document No. 2419235.

Assignment of Rents from Penny Racine, LLC, a Delaware limited liability company to Associated Bank, National Association recorded November 4, 2014 as Document No. 2393630.

Amended and Restated Assignment of Rents and Leases and other matters contained in instrument recorded October 7, 2015, as Document No. 2419236.

Subordination, Non-Disturbance and Attornment Agreement and other matters contained in instrument recorded November 4, 2014, as Document No. 2393633.

Subordination, Non-Disturbance and Attornment Agreement and other matters contained in instrument recorded June 29, 2015, as Document No. 2411171.

Subordination, Non-Disturbance and Attornment Agreement and other matters contained in instrument recorded October 7, 2015, as Document No. 2419237.

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Subordination, Non-Disturbance and Attornment Agreement and other matters contained in instrument recorded November 19, 2015, as Document No. 2422567.

First Amendment to Loan Documents and other matters contained in instrument recorded April 28, 2017, as Document No. 2463228.

Second Amendment to Loan Documents and other matters contained in instrument recorded July 31, 2018, as Document No. 2499856.

Third Amendment to Loan Documents and other matters contained in instrument recorded March 11, 2019, as Document No. 2515511.

Security interest of Associated Bank, National Association, 525 West Monroe Street, 24th Floor, Chicago, IL 60661, secured party, as disclosed by UCC Financing Statement recorded October 1, 2015 as Document No. 2418863 executed by Penny Racine, LLC, 3100 West Dundee Road, Suite 308 c/o Learsi & Co., Northbrook IL 60062, debtor.

Easements / Restrictions & Other Encumbrances

Public or private rights, if any, in such portion of the Land as may be presently used, laid out, or dedicated in any manner whatsoever, for street, highway and/or alley purposes.

Easements, restrictions and other matters shown on the Plat of Regency Mall.

Award of Damages and other matters contained in the instrument recorded November 4, 1971 in Volume 1110, Page 334 as Document No. 891777.

Easement, Restriction and Operating Agreement and other matters contained in the instrument recorded December 28, 1979 in Volume 1545, Page 235 as Document No. 1066872.

First Amendment to Easement, Restriction and Operating Agreement and other matters contained in the instrument recorded November 10, 1981 in Volume 1637, Page 270 as Document No. 1099190.

Declaration of Restrictions and other matters contained in the instrument recorded December 28, 1979 in Volume 1545, Page 385 as Document No. 1066873 .

Agreement and other matters contained in the instrument recorded September 8, 1972 in Volume 1149, Page 259 as Document No. 907926 .

Certificate and other matters contained in the instrument recorded September 28, 1973 in Volume 1198, Page 483 as Document No. 928938 .

Access Covenant and other matters contained in the instrument recorded May 8, 1975 in Volume 1263, Page 139 as Document No. 955530 .

Easement, Restriction and Maintenance Agreement and other matters contained in the instrument recorded July 30, 1980 in Volume 1570, Page 525 as Document No. 1076199 .

Second Amendment to Easement Restriction and Operating Agreement and other matters contained in the instrument recorded March 28, 1985 in Volume 1747, Page 145 as Document No. 1165931 .

Agreement of Assignment Assumption and Indemnity and other matters contained in the instrument recorded March 28, 1985 in Volume 1747, Page 128 as Document No. 1165930 .

Easements, restrictions and other matters shown on Certified Survey Map 3175 recorded October 21, 2015 as Document No. 2420419.

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Easement and other matters contained in the instrument recorded September 19, 1972 in Volume 1150, Page 481 as Document No. 908515.

Non-Exclusive Easement and other matters contained in the instrument recorded June 26, 1973 in Volume 1185, Page 515 as Document No. 923374.

Conveyance of Rights in Land and other matters contained in the instrument recorded May 16, 2000 in Volume 3030, Page 935 as Document No. 1727848.

Wisconsin Electric Power Company Easement and other matters contained in the instrument recorded August 23, 1977 in Volume 1397, Page 123 as Document No. 1008628.

Assignment, Assumption, Consent and Release and other matters contained in the instrument recorded September 1, 1977 in Volume 1399, Page 433 as Document No. 1009557.

Amendment to Agreement and other matters contained in the instrument recorded September 1, 1977 in Volume 1399, Page 452 as Document No. 1009558.

Supplemental Agreement and other matters contained in the instrument recorded September 28, 1981 in Volume 1634, Page 430 as Document No. 1097238.

Slope Easement and other matters contained in the instrument recorded July 26, 1979 in Volume 1518, Page 586 as Document No. 1056790.

Agreement and other matters contained in the instrument recorded December 28, 1979 in Volume 1545, Page 215 as Document No. 1066868.

Assignment and Assumption of Operating Agreement and other matters contained in the instrument recorded November 4, 2014 as Document No. 2393631.

Electric Easement and other matters contained in the instrument recorded October 7, 1980 in Volume 1581, Page 440 as Document No. 1080259.

Telecable Easement and other matters contained in the instrument recorded May 21, 1981 in Volume 1615, Page 270 as Document No. 1091027.

Natural Gas Easement and other matters contained in the instrument recorded July 29, 1981 in Volume 1626, Page 160 as Document No. 1094397.

Telephone Easement and other matters contained in the instrument recorded March 23, 1982 in Volume 1644, Page 596 as Document No. 1104123.

Easement Agreement and other matters contained in the instrument recorded November 17, 1987 in Volume 1891, Page 718 as Document No. 1244455.

Judgments / Liens

None

General Taxes

This report does not include a search for General Taxes for the year shown in the Effective Date and subsequent years, which are not yet due or payable. This report also does not include a search for special assessments, special taxes or special charges including sewer, water and other municipal charges.

Taxes for the Year 2018 in the amount of $83,953.38, and all prior years are paid. (Lot 1)

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Taxes for the Year 2018 in the amount of $16,333.40, and all prior years are paid. (Lot 2)

Taxes for the Year 2018 in the amount of $11,958.37, and all prior years are paid. (Lot 3)

Other Matters

None

Footnotes

This report is intended for the purposes of causing the Property to become a public right of way for road purposes. Consult the Company before using for any other purposes.

Copies of All Deeds, and Documents listed on report are attached.

In accordance with applicant's request, we have made a search of the records in the various public offices of Racine County. This report is for informational purposes only. The liability of the Knight Barry Title Group (Knight Barry Title, Inc., Knight Barry Title Advantage LLC, Knight Barry Title Services LLC, Knight Barry Title United LLC, and Knight Barry Title Solutions Inc.) (the "Company") to the applicant in issuing this report is: (i) for reasonable care in searching in accordance with the applicant's request and, (ii) is limited to a maximum amount of $1,000.00. This report is not an abstract of title, a title opinion, a title insurance policy or a commitment to issue a policy of title insurance and should not be relied upon in place of such. It is not the intention, express or implied, of the Company to provide any type of guaranty, warranty, or indemnity to any party with respect to the accuracy of the information contained in the report. In order to obtain information from the Company that will carry the full liability of a title insurance commitment/policy, the Company may issue, if requested, a commitment of title insurance and will charge a fee in compliance with rates filed with the office of the Wisconsin Commissioner of Insurance. Section headings within the report are for convenience only and do not modify the scope of the search.

Further, in accordance with the applicant's request, our search does not include a search through the Wisconsin Office of the Commissioner of Railroads for conveyances and mortgages affecting any portion of the Land which either is or was railroad property (Per Section 190.11, Wis. Stats., all conveyances and mortgages affecting railroad property must be filed with the Wisconsin Office of the Commissioner of Railroads and such record has the same effect as though made in the Office of the Register of Deeds of the County where the land is situated).

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City of Racine Web Portal - Property Summary

Property: 23876047

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2019 ▼	Real Estate	23876047	276 - CITY OF RACINE	2619 S GREEN BAY RD	PENNY RACINE LLC 3100 DUNDEE RD, STE 308 NORTHBROOK IL 60062

Tax Year Legend: = owes prior year taxes = not assessed = not taxed Delinquent Current

Summary

Property Summary

Parcel #:	23876047
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/11/2017
Historical Date:	
Acres:	0.000

Property Addresses

Primary ▲	Address
☑	2619 S GREEN BAY RD RACINE 53406

Owners

Name	Status	Ownership Type	Interest
PENNY RACINE LLC	CURRENT OWNER		0.00

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

SW 1/4 SECTION 24-3-22 LOT 1 CSM NO 3175 REC ON OCT 21, 2015 VOL 10 PG 393 AS DOC NO 2420419 9.4287 AC MOL

Public Land Survey - Property Descriptions

No Property Descriptions were found

District

Code ▲	Description	Category
0600	GATEWAY TECHINCAL COLLEGE	TECHNICAL COLLEGE
276	LOCAL	OTHER DISTRICT
	RACINE COUNTY	
	STATE OF WISCONSIN	

4620	UNIFIED SCHOOL	REGULAR SCHOOL

Building Information

Buildings

Assessments

Assessment Summary

Estimated Fair Market Value: **3249400**
Assessment Ratio: **0.9694**
Legal Acres: **0.000**

2019 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	2464300	685700	3150000
ALL CLASSES	**0.000**	**2464300**	**685700**	**3150000**

2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	2464300	410900	2875200
ALL CLASSES	**0.000**	**2464300**	**410900**	**2875200**

Taxes

Tax Summary

Bill #: 26188	Net Mill Rate: **0.027541125**

Lottery Credits

Claims	Date	Amount
0		0.00

Installments

Due Date ▲	Amount
1/31/2020	21884.80
3/31/2020	21671.78
5/31/2020	21671.78
7/31/2020	21671.78

Payments

No payments were found

Key:	Property Type: RE - Real Estate, PP - Personal Property
	Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy

Details

Description	Amount	Paid	Due
Gross Tax	92114.28	-	-
School Credit	5359.74	-	-
Total	86754.54	-	-

Description	Amount	Paid	Due
GATEWAY TECHINCAL COLLEGE	2592.90		
LOCAL	47982.26		
RACINE COUNTY	10697.15		
STATE OF WISCONSIN	0.00		
UNIFIED SCHOOL	25482.23		
First Dollar Credit	67.40	-	-
Lottery Credit	0.00	-	-
Net Tax	86687.14	0.00	86687.14
Special Assessments	0.00	0.00	0.00
Special Charges	213.00	0.00	213.00
Delinquent Utility	0.00	0.00	0.00
PrivateForest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	-	0.00	0.00
Penalty	-	0.00	0.00
TOTAL	**86900.14**	**0.00**	**86900.14**

Tax History

Interest/Penalty Date 12/31/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2019	86900.14	0.00	0.00	0.00	N/A	86900.14	No Payment Collected
2018	83953.38	0.00	0.00	63005.79	5/14/2019	20947.59	Balance Due
2017	98895.81	0.00	0.00	98895.81	7/9/2018	0.00	Paid
2016	50881.56	0.00	0.00	50881.56	7/14/2017	0.00	Paid
TOTAL	**320630.89**	**0.00**	**0.00**	**212783.16**	**-**	**107847.73**	**-**

* The totals shown here represent only the items in the grid. For more detailed information see 'Tax Balance Report'.

Document History

No matching document history was found

Racine County

Owner (s):
PENNY RACINE, LLC

Location:

Mailing Address:
PENNY RACINE LLC
3100 DUNDEE RD, STE 308
NORTHBROOK, IL 60062
Request Mailing Address Change

School District:
4620 - UNIFIED SCHOOL DISTRICT

Tax Parcel ID Number:	Tax District:	Status:
276-00-00-23-876-047	**276-CITY OF RACINE**	**Active**

Alternate Tax Parcel Number: Acres:
0

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):
SW 1/4 SECTION 24-3-22 LOT 1 CSM NO 3175 REC ON OCT 21, 2015 VOL 10 PG 393 AS DOC NO 2420419 9.4287 AC MOL

Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)*
2619 S GREEN BAY RD RACINE, WI 53406

0 Lottery credits claimed
Only delinquent tax information provided. Click here for current tax and payment information

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	$20,947.59	$20,947.59	$0.00	$0.00	$0.00	$0.00
Total						$0.00

Interest and penalty on delinquent taxes are calculated to **November 30, 2019**.

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City of Racine Web Portal - Property Summary

Property: 23876048

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2019 ▼ ⇐$	Real Estate	23876048	276 - CITY OF RACINE	2815 S GREEN BAY RD	PENNY RACINE LLC 3100 DUNDEE RD, STE 308 NORTHBROOK IL 60062

Tax Year Legend: ⇐$ = owes prior year taxes ☒ = not assessed ($) = not taxed Delinquent Current

Summary

Property Summary

Parcel #:	23876048
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/11/2017
Historical Date:	
Acres:	0.000

Property Addresses

Primary ▲	Address
☑	2815 S GREEN BAY RD RACINE 53406

Owners

Name	Status	Ownership Type	Interest
PENNY RACINE LLC	CURRENT OWNER		0.00

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

SW 1/4 SECTION 24-3-22 LOT 2 CSM NO 3175 REC ON OCT 21, 2015 VOL 10 PG 393 AS DOC NO 2420419 1.4287 AC MOL

Public Land Survey - Property Descriptions

No Property Descriptions were found

District

Code ▲	Description	Category
0600	GATEWAY TECHINCAL COLLEGE	TECHNICAL COLLEGE
276	LOCAL	OTHER DISTRICT
	RACINE COUNTY	
	STATE OF WISCONSIN	

4620	UNIFIED SCHOOL	REGULAR SCHOOL

Building Information

Buildings

Assessments

Assessment Summary

Estimated Fair Market Value: **577700**
Assessment Ratio: **0.9694**
Legal Acres: **0.000**

2019 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	560000	0	560000
ALL CLASSES	**0.000**	**560000**	**0**	**560000**

2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	560000	0	560000
ALL CLASSES	**0.000**	**560000**	**0**	**560000**

Taxes

Tax Summary

Bill #: 26189	Net Mill Rate: **0.027541125**

Lottery Credits

Claims	Date	Amount
0		0.00

Installments

Due Date ▲	Amount
1/31/2020	3855.76
3/31/2020	3855.76
5/31/2020	3855.76
7/31/2020	3855.76

Payments

No payments were found

Key:	Property Type: RE - Real Estate, PP - Personal Property
	Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy

Details

Description	Amount	Paid	Due
Gross Tax	16375.88	-	-
School Credit	952.84	-	-
Total	15423.04	-	-

Description	Amount	Paid	Due
GATEWAY TECHINCAL COLLEGE	460.96		
LOCAL	8530.18		
RACINE COUNTY	1901.72		
STATE OF WISCONSIN	0.00		
UNIFIED SCHOOL	4530.18		
First Dollar Credit	0.00	-	-
Lottery Credit	0.00	-	-
Net Tax	15423.04	0.00	15423.04
Special Assessments	0.00	0.00	0.00
Special Charges	0.00	0.00	0.00
Delinquent Utility	0.00	0.00	0.00
PrivateForest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	-	0.00	0.00
Penalty	-	0.00	0.00
TOTAL	**15423.04**	**0.00**	**15423.04**

Tax History

Interest/Penalty Date 12/31/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2019	15423.04	0.00	0.00	0.00	N/A	15423.04	No Payment Collected
2018	16333.40	0.00	0.00	12250.05	5/14/2019	4083.35	Balance Due
2017	18521.27	0.00	0.00	18521.27	7/9/2018	0.00	Paid
2016	18888.69	0.00	0.00	18888.69	7/14/2017	0.00	Paid
TOTAL	**69166.40**	**0.00**	**0.00**	**49660.01**	**-**	**19506.39**	**-**

* The totals shown here represent only the items in the grid. For more detailed information see 'Tax Balance Report'.

Document History

No matching document history was found

Racine County

Owner (s):
PENNY RACINE, LLC

Location:

Mailing Address:
PENNY RACINE LLC
3100 DUNDEE RD, STE 308
NORTHBROOK, IL 60062
Request Mailing Address Change

School District:
4620 - UNIFIED SCHOOL DISTRICT

Tax Parcel ID Number:	Tax District:	Status:
276-00-00-23-876-048	**276-CITY OF RACINE**	**Active**

Alternate Tax Parcel Number: Acres:
0.0000

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):
SW 1/4 SECTION 24-3-22 LOT 2 CSM NO 3175 REC ON OCT 21, 2015 VOL 10 PG 393 AS DOC NO 2420419 1.4287 AC MOL

Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)*
2815 S GREEN BAY RD RACINE, WI 53406

0 Lottery credits claimed
Only delinquent tax information provided. Click here for current tax and payment information

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	$4,083.35	$4,083.35	$0.00	$0.00	$0.00	$0.00
Total						$0.00

Interest and penalty on delinquent taxes are calculated to **December 31, 2019.**

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City of Racine Web Portal - Property Summary

Property: 23876049

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2019 ▼ $	Real Estate	23876049	276 - CITY OF RACINE	2525 S GREEN BAY RD	PENNY RACINE LLC 3100 DUNDEE RD., STE 308 NORTHBROOK IL 60062

Tax Year Legend: $ = owes prior year taxes ☒ = not assessed $ = not taxed Delinquent Current

Summary

Property Summary

Parcel #:	23876049
Alt. Parcel #:	
Parcel Status:	Current Description
Creation Date:	7/11/2017
Historical Date:	
Acres:	0.000

Property Addresses

Primary ▲	Address
☑	2525 S GREEN BAY RD RACINE 53406

Owners

Name	Status	Ownership Type	Interest
PENNY RACINE LLC	CURRENT OWNER		0.00

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

SW 1/4 SECTION 24-3-22 LOT 3 CSM NO 3175 REC ON OCT 21, 2015 VOL 10 PG 393 AS DOC NO 2420419 1.0429 AC MOL

Public Land Survey - Property Descriptions

No Property Descriptions were found

District

Code ▲	Description	Category
0600	GATEWAY TECHINCAL COLLEGE	TECHNICAL COLLEGE
276	LOCAL	OTHER DISTRICT
	RACINE COUNTY	
	STATE OF WISCONSIN	

4620	UNIFIED SCHOOL	REGULAR SCHOOL

Building Information

Buildings

Assessments

Assessment Summary

Estimated Fair Market Value: **422900**
Assessment Ratio: **0.9694**
Legal Acres: **0.000**

2019 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	410000	0	410000
ALL CLASSES	**0.000**	**410000**	**0**	**410000**

2018 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	0.000	410000	0	410000
ALL CLASSES	**0.000**	**410000**	**0**	**410000**

Taxes

Tax Summary

Bill #: 26190	Net Mill Rate: **0.027541125**

Lottery Credits

Claims	Date	Amount
0		0.00

Installments

Due Date ▲	Amount
1/31/2020	2822.98
3/31/2020	2822.96
5/31/2020	2822.96
7/31/2020	2822.96

Payments

No payments were found

Key:	Property Type: RE - Real Estate, PP - Personal Property
	Payment Type: A - Adjustment, R - Redemption, T - Current Tax, Q - Quit Claim, D - Write Off Deeded, B - Write Off Bankruptcy

Details

Description	Amount	Paid	Due
Gross Tax	11989.48	-	-
School Credit	697.62	-	-
Total	11291.86	-	-

Description	Amount	Paid	Due
GATEWAY TECHINCAL COLLEGE	337.49		
LOCAL	6245.31		
RACINE COUNTY	1392.33		
STATE OF WISCONSIN	0.00		
UNIFIED SCHOOL	3316.73		
First Dollar Credit	0.00	-	-
Lottery Credit	0.00	-	-
Net Tax	11291.86	0.00	11291.86
Special Assessments	0.00	0.00	0.00
Special Charges	0.00	0.00	0.00
Delinquent Utility	0.00	0.00	0.00
PrivateForest Crop	0.00	0.00	0.00
Woodland Tax Law	0.00	0.00	0.00
Managed Forest Land	0.00	0.00	0.00
Other Charges	0.00	0.00	0.00
Interest	-	0.00	0.00
Penalty	-	0.00	0.00
TOTAL	**11291.86**	**0.00**	**11291.86**

Tax History

Interest/Penalty Date 12/31/2019

Year	Amount	Interest Paid	Penalties Paid	Paid	Last Paid	Amount Due	Status
2019	11291.86	0.00	0.00	0.00	N/A	11291.86	No Payment Collected
2018	11958.37	0.00	0.00	8968.78	5/14/2019	2989.59	Balance Due
2017	13490.19	0.00	0.00	13490.19	7/9/2018	0.00	Paid
2016	13759.83	0.00	0.00	13759.83	7/14/2017	0.00	Paid
TOTAL	**50500.25**	**0.00**	**0.00**	**36218.80**	**-**	**14281.45**	**-**

* The totals shown here represent only the items in the grid. For more detailed information see 'Tax Balance Report'.

Document History

No matching document history was found

Racine County

Owner (s):
PENNY RACINE, LLC

Location:

Mailing Address:
PENNY RACINE LLC
3100 DUNDEE RD., STE 308
NORTHBROOK, IL 60062
Request Mailing Address Change

School District:
4620 - UNIFIED SCHOOL DISTRICT

Tax Parcel ID Number: **276-00-00-23-876-049** Tax District: **276-CITY OF RACINE** Status: **Active**

Alternate Tax Parcel Number: Acres:
0.0000

Description - Comments (Please see Documents tab below for related documents. For a complete legal description, see recorded document.):
SW 1/4 SECTION 24-3-22 LOT 3 CSM NO 3175 REC ON OCT 21, 2015 VOL 10 PG 393 AS DOC NO 2420419 1.0429 AC MOL

Site Address (es): *(Site address may not be verified and could be incorrect. DO NOT use the site address in lieu of legal description.)*
2525 S GREEN BAY RD RACINE, WI 53406

0 Lottery credits claimed
Only delinquent tax information provided. Click here for current tax and payment information

Tax History

* Click on a Tax Year for detailed payment information.

Tax Year*	Tax Bill	Taxes Paid	Taxes Due	Interest	Penalty	Total Payoff
2018	$2,989.59	$2,989.59	$0.00	$0.00	$0.00	$0.00
Total						$0.00

Interest and penalty on delinquent taxes are calculated to **December 31, 2019.**

DOT Title Search Report

Order Date:	11/12/2019 10:12:27 AM
Due Date:	N/A
Placed By:	Mary K. Payne on behalf of: WI Dept of Transportation - Migdalia Dominguez 141 NW Barstow St Waukesha, WI 53188 Phone: (262)548-5654 Fax:(262)548-8737 Email: none@knightbarry.com
Underwriter:	Not Assigned
File Number:	**1079100**
Owner/Seller:	
Buyer/Borrower:	Penny Racine LLC
Property Type:	Commercial
Property Address:	2619 S Green Bay Rd Racine, WI, 53406
Property County:	Racine
Lender:	NONE
Listing Agency:	NONE
Selling Agency:	NONE
OP Amount:	$0.00
Loan Amount:	$0.00
Insured Lender:	
Purchase Price:	$0.00
Closing Date:	N/A
Title Due Date:	N/A
Prior:	No
Public Notes:	
Internal KBT Notes:	

Orderer Company Internal Rates or Special Instructions

Wisconsin Department of Financial Institutions

Strengthening Wisconsin's Financial Future

Search for:
penny ra
Search Records
Search
Advanced Search
Name Availability

Corporate Records

Result of lookup for **P064430** (at 12/31/2019 2:30 PM)

PENNY RACINE, LLC

You can: File an Annual Report - Request a Certificate of Status - File a Registered Agent/Office Update Form

Vital Statistics

Entity ID	P064430
Registered Effective Date	10/22/2014
Period of Existence	PER
Status	Registered Request a Certificate of Status
Status Date	10/22/2014
Entity Type	Foreign LLC
Annual Report Requirements	Foreign Limited Liability Companies are required to file an Annual Report under s. 183.0120, WI Statutes.
Foreign Organization Date	10/01/2014
Paid Capital Represented	
Foreign State	DE

Addresses

Registered Agent Office

CORPORATION SERVICE COMPANY
8040 EXCELSIOR DR STE 400
MADISON , WI 53717

File a Registered Agent/Office Update Form

Principal Office

3100 DUNDEE RD STE 308
NORTHBROOK , IL 60062

Historical Information

Annual Reports

Year	Reel	Image	Filed By	Stored On
2019	000	0000	online	database
2018	000	0000	online	database
2017	000	0000	online	database
2016	000	0000	online	database
2015	111	1111	paper	image

File an Annual Report - Order a Document Copy

Certificates of Newly-elected Officers/Directors

None

Old Names

None

Chronology

Effective Date	Transaction	Filed Date	Description
10/22/2014	Registered	10/23/2014	

Order a Document Copy

Document #: **2393509**
Date: 11-03-2014 Time: 04:44:00 PM Pages: 7
Fee: $30.00 County: RACINE State: WI
Requesting Party: Chicago Title Company - SPS Wisconsin
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS
Transfer Fee: $6600.00
The above recording information verifies this document has been electronically recorded and returned to the submitter

Recording Area

STATE BAR OF WISCONSIN
SPECIAL WARRANTY DEED

This Deed, made between J. C. Penney Properties, Inc., Grantor, and Penny Racine, LLC, a Delaware limited liability company, Grantee.

Grantor, for a valuable consideration, conveys to Grantee real estate in Racine County, State of Wisconsin, as described on **Exhibit A** attached hereto and made a part hereof (the "Property").

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of encumbrances, arising by, through or under Grantor, except those encumbrances listed on **Exhibit B**; this conveyance is made subject to all matters of which Grantee has actual or constructive notice, including without limitation real estate taxes not yet due and payable, all easements, assessments, covenants, conditions and restrictions of record insofar as they affect the Property, the waivers and disclaimers in Section 12 of that certain Contract for the Sale of Real Estate dated August 20, 2014 and relating to the Property, and those matters described on **Exhibit B** attached hereto and made a part hereof (collectively the "**Permitted Exceptions**") and further in its "as is", "where is" condition, with all faults and without warranty or representation either express or implied except as specifically set forth herein.

Dated this 31ST day of OCTOBER, 2014.

GRANTOR

J. C. PENNEY PROPERTIES, INC.,
a Delaware corporation

By: _____
Name: Bradley Sycamore
Its: President

APPROVED
CS
ATTORNEY

APPROVED
REAL ESTATE

Drafted by:

Cristina Hendrick Stroh, Esq.

JC Penney Properties, Inc.
6501 Legacy Drive, M.S. 1106
Plano, Texas, 75024

After recording return to, and tax statements for this property should be sent to:

Learsi And Co., Inc.
3100 Dundee Road, Suite 308
Northbrook, IL 60062

Parcel No. 276-00-00-23876-010

STATE OF TEXAS)

)SS.:

COUNTY OF COLLIN)

On this the 24th day of October, 2014, before me, a Notary Public duly authorized in and for the such County in the State aforesaid to take acknowledgments, personally appeared Bradley Sparks to me known and known to me to be a President of J. C. Penney Properties, Inc., a Delaware corporation, and acknowledged that as such officer, being authorized so to do, s/he executed the foregoing instrument on behalf of such corporation by subscribing the name of such corporation by her/himself as such officer and caused the seal of such corporation to be affixed thereto, as her/his free and voluntary act, and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

8/2/16

Notary Public, State of Texas

SHERRIE MIHDAWI
MY COMMISSION EXPIRES
August 2, 2016

Exhibit A

Legal Description

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 24; thence, S89°28'36"E along th south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, along the northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E along the easterly right-of-way line of State Trunk Highway 31, 475.51 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N11°30'26"E 65.00 feet; thence along the arc of a 232.50 foot radius curve, concave to the south, having a chord length of 82.74 feet bearing S68°14'34"E to a point of reverse curve; thence along the arc of a 127.50 foot radius curve, concave to the north, having a chord length of 66.15 feet bearing S73°01'49"E; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.30 feet bearing N42°54'33"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 136.35 feet bearing N02°41'42"E; thence, N11°30'26"E, 161.86 feet; thence, N11°49'06"E, 332.74 feet to a point of curve; thence along the arc of a 275.00 foot radius curve, concave to the east, having a chord length of 110.85 feet bearing N23°26'46"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.37 feet bearing N14°02'47"W; thence along the arc of

a 117.50 foot radius curve, concave to the south, having a chord length of 54.80 feet bearing N76°39'16"W; thence S89°51'41"W, 65.00 feet to a point of reverse curve; thence along the arc of a 165.00 foot radius curve, concave to the north, having a chord length of 34.37 feet bearing N84°09'52"W, to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°49'06"E along the easterly right-of-way line of State Trunk Highway 31, 32.50 feet; thence, S89°02'04"E, 341.56 feet; thence, S00°57'56"W, 277.61 feet; thence, S89°02'04"E, 369.18 feet; thence, S00°57'56"W, 164.31 feet; thence, N89°02'04"W, 53.00 feet; thence, S00°57'56"W, 474.58 feet; thence, N89°02'04"W, 349.39 feet; thence, S00°57'56"W, 213.13 feet; thence, S76°05'21"W, 67.30 feet; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 291.39 feet bearing N40°36'11"W to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 36.73 feet bearing N59°14'03"W to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the north, having a chord length of 128.47 feet bearing N77°29'11"W to a point of reverse curve; thence along the arc of a 167.50 foot radius curve concave to the south, having a chord length of 59.61 feet bearing N68°14'34"W TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 11.900 acres to be the same more or less.

Exhibit B

Permitted Exceptions

Exhibit "B"

1. All presently existing and future liens of real estate assessments and taxes, water rates, water meter charges, water frontage charges and sewer taxes, rents and charges, if any, provided that such items are not due and payable.

2. Any exceptions or liens arising or resulting from any act taken by, on behalf, or at the direction of Grantee or any of Grantee's employees, agents or contractors.

3. All matters of record.

4. Any facts, rights, interests, claims or matters that would be disclosed by an accurate survey.

5. Intentionally deleted.

6. Intentionally deleted.

7. Covenants, conditions, easements and restrictions as set forth in Easement, Restriction and Operating Agreement Racine Mall recorded December 28, 1979 as Document No. 1066872 and as amended by First Amendment to Easement, Restriction and Operating Agreement recorded November 10, 1981 as Document No. 1099190 and as further amended by Second Amendment to Easement, Restriction and Operating Agreement recorded March 28, 1985 as Document No. 1165931.

8. Obligations and Restrictions set forth in Agreement recorded December 28, 1979 as Document No. 1066868, as supplemented by Supplemental Agreement recorded September 28, 1981 as Document No. 1097238.

9. Covenants, conditions and restrictions as set forth in Declaration of Restrictions recorded December 28, 1979 as Document No. 1066873.

10. Intentionally deleted.

11. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Wisconsin Electric Power Company, recorded October 7, 1980 as Document No. 1080259.

12. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Wisconsin Natural Gas Company, recorded July 29, 1981 as Document No. 1094397.

13. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Wisconsin Telephone Company, recorded March 23, 1982 as Document No. 1104123.

14. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to the City of Racine, recorded November 17, 1987 as Document No. 1244455.

15. Access Easement recorded September 15, 1988 as Document No. 1265834.

16. Public or private rights, if any, in such portion of the subject premises as may be presently used, laid out or dedicated in any manner whatsoever, for road, street, highway and/or alley purposes.

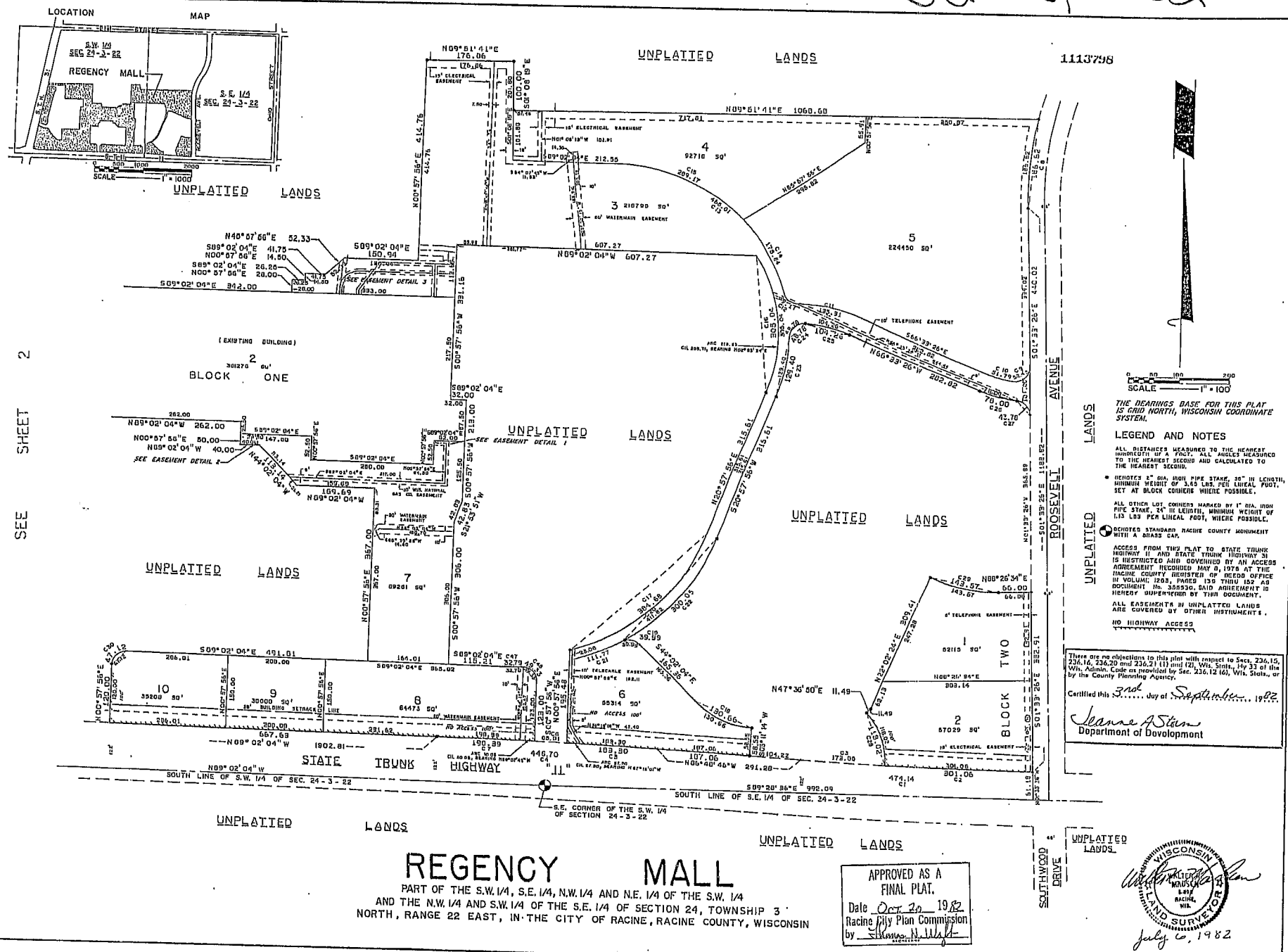
17. Terms and Conditions relating to the use and maintenance of the easement described as Parcel B of the Property as contained in Document No. 1066872, Document No. 1099190 and Document No. 1165931.

18. Easement(s) for the purpose(s) and rights incidental thereto, as granted in a document, granted to Racine Telecable Corporation, recorded on May 21, 1981 as Document No. 1091027.

19. Covenants, conditions and restrictions as set forth in Access Covenant recorded on May 8, 1975 as Document No. 955530.

1113798

Oct 20, 1982



THE BEARINGS BASE FOR THIS PLAT IS GRID NORTH, WISCONSIN COORDINATE SYSTEM.

LEGEND AND NOTES

ALL DISTANCES MEASURED TO THE NEAREST HUNDREDTH OF A FOOT. ALL ANGLES MEASURED TO THE NEAREST SECOND AND CALCULATED TO THE NEAREST SECOND.

● DENOTES 2" DIA. IRON PIPE STAKE, 36" IN LENGTH, MINIMUM WEIGHT OF 3.65 LBS. PER LINEAL FOOT. SET AT BLOCK CORNERS WHERE POSSIBLE.

ALL OTHER LOT CORNERS MARKED BY 1" DIA. IRON PIPE STAKE, 24" IN LENGTH, MINIMUM WEIGHT OF 1.13 LBS PER LINEAL FOOT, WHERE POSSIBLE.

⊕ DENOTES STANDARD RACINE COUNTY MONUMENT WITH A BRASS CAP.

ACCESS FROM THIS PLAT TO STATE TRUNK HIGHWAY 11 AND STATE TRUNK HIGHWAY 31 IS RESTRICTED AND GOVERNED BY AN ACCESS AGREEMENT RECORDED MAY 8, 1978 AT THE RACINE COUNTY REGISTER OF DEEDS OFFICE IN VOLUME 1203, PAGES 139 THRU 152 AS DOCUMENT No. 1355530. SAID AGREEMENT IS HEREBY SUPERSEDED BY THIS DOCUMENT.

ALL EASEMENTS IN UNPLATTED LANDS ARE COVERED BY OTHER INSTRUMENTS.

NO HIGHWAY ACCESS

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats., by 33 of the Wis. Admin. Code as provided by Sec. 236.12 (6), Wis. Stats., or by the County Planning Agency.

Certified this 3rd day of September 1982

Jeanne A Stern
Department of Development

REGENCY MALL

PART OF THE S.W. 1/4, S.E. 1/4, N.W. 1/4 AND N.E. 1/4 OF THE S.W. 1/4 AND THE N.W. 1/4 AND S.W. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN

APPROVED AS A FINAL PLAT.
Date Oct 20 1982
Racine City Plan Commission
by Thomas N. Wolf

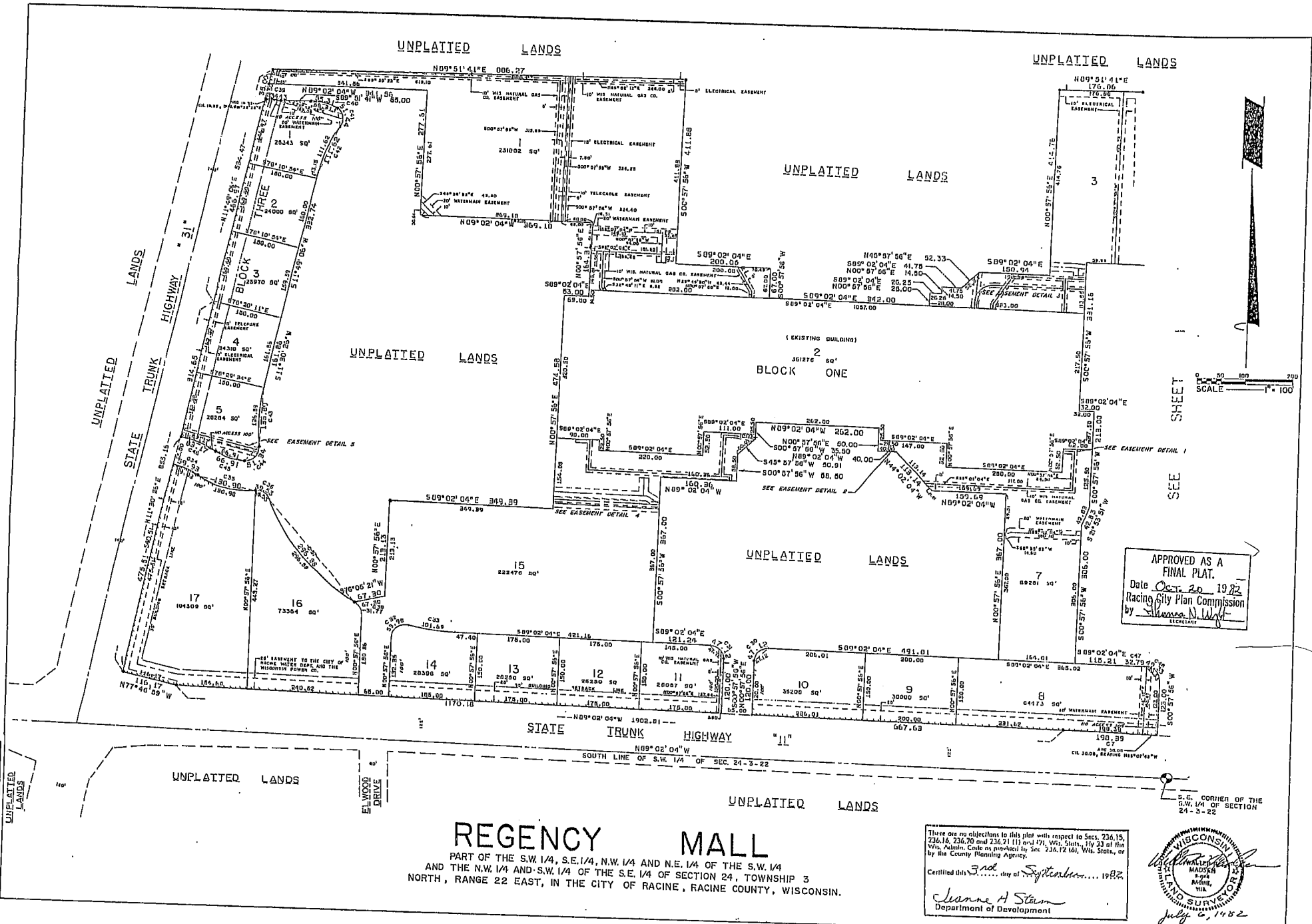
WISCONSIN WILLIAM H. KLIEFOTH S-897 RACINE, WIS. LAND SURVEYOR

July 6, 1982

SHEET 1 OF 4 SHEETS

Additional Copies to Plat No. U09 1
Highway 8
County
Rec'd JUL 8 1982

Vol 33 Page 60



REGENCY MALL

PART OF THE S.W. 1/4, S.E. 1/4, N.W. 1/4 AND N.E. 1/4 OF THE S.W. 1/4 AND THE N.W. 1/4 AND S.W. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats., for 23 of the Wis. Admin. Code as provided by Sec. 236.12 (6), Wis. Stats., or by the County Planning Agency.

Certified this 3rd day of September 1982

Jeanne A Stern
Department of Development

WISCONSIN
MADSEN
RACINE, WIS.
LAND SURVEYOR
July 6, 1982

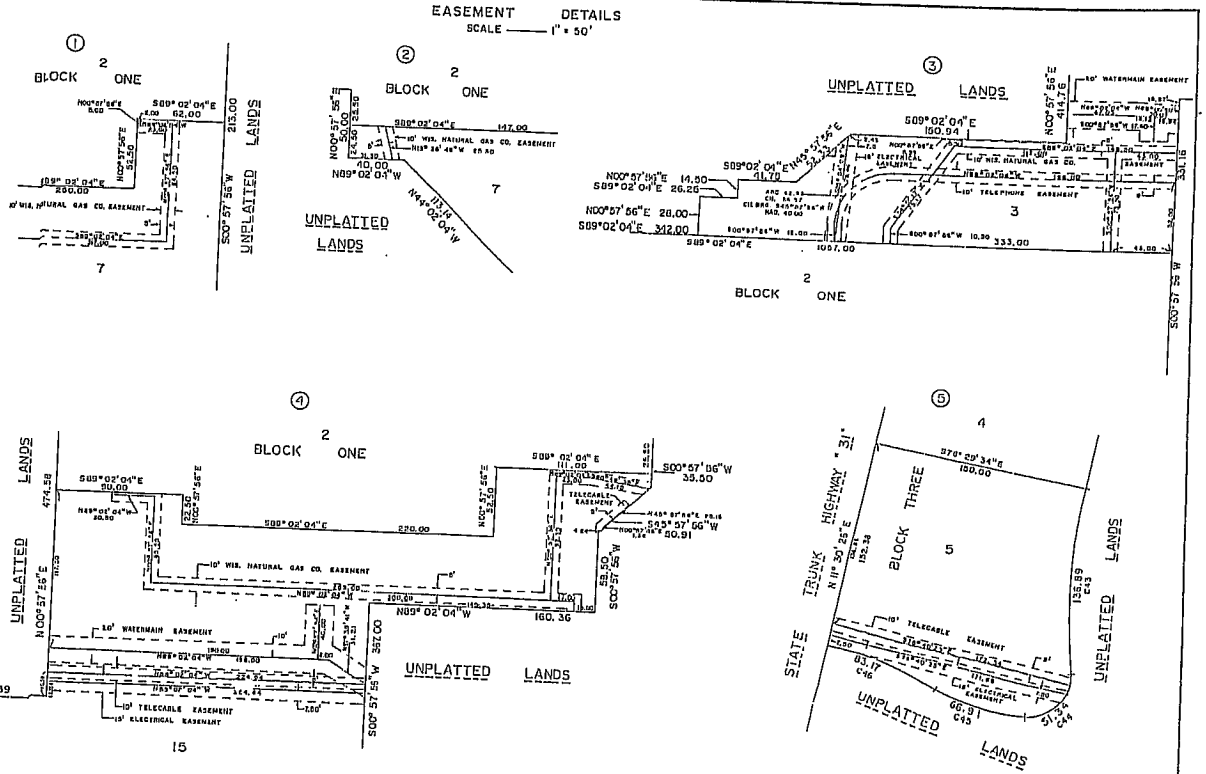
SHEET 2 OF 4 SHEETS

Vol 33 Page 61

Additional Copies to: Flat No. 0091
Sidney
County
NOCSES OF COPIES 8
Rec'd JUL 8 1982
UNPLATTED LANDS

CURVE DATA							
No.	Chord Bearing & Distance	Central Angle	Radius	Arc	Tangent	Tangent Bearings
1	N88°00' 16"W 474.11	2°23' 00"	11390.29	474.14	237.12	N86°48'46"W, N89°11'46"W
2	N80°26' 22"W 301.03	1°30' 40"	11398.29	301.05	150.55	
3	N87°14' 52"W 173.97	0°52' 12"	11390.29	173.99	86.99	
4	N87°55' 35"W 446.67	2°13' 18"	11520.16	446.70	223.35	N88°48'46"W, N85°02'04"W
5	N87°16' 07"W 103.30	0°54' 42"	11520.16	103.30	51.67	
6	N87°55' 10"W 66.01	0°19' 24"	11520.16	66.01	33.01	
7	N89°32' 20"W 156.80	0°09' 12"	11520.16	156.39	78.21	
8	S05°18' 06"W 106.17	13°43' 08"	779.41	186.62	93.76	S01°33'26"E, S12°09'42"W
9	S48°31' 28"W 46.02	100°09' 48"	30.00	52.45	35.05	N88°23'36"W, N01°33'26"W
10	N79°58' 32"W 91.55	19°50' 00"	265.00	91.79	26.06	N88°23'36"W, N68°33'26"W
11	N77°57' 28"W 134.42	23°46' 06"	340.00	138.91	69.86	N68°33'26"W, N45°11'32"W
12	N81°47' 13"W 36.46	74°28' 40"	30.00	39.17	23.09	N44°02'04"W, N89°32'20"W
13	N81°47' 20"W 439.74	74°29' 12"	360.00	468.01	279.60	N14°32'52"W, N89°02'04"W
14	N20°46' 47"W 177.01	28°27' 50"	360.00	178.84	91.31	
15	N66°01' 23"W 201.46	46°01' 22"	360.00	289.17	152.89	
16	S04°43' 22"E 494.00	31°42' 36"	398.00	395.34	163.75	N20°57'56"E, S36°34'40"E
17	S47°01' 06"W 371.26	54°06' 20"	423.00	399.60	206.79	N20°57'56"E, S73°04'16"W
18	N61°38' 36"W 127.55	42°46' 44"	175.00	130.66	68.54	N44°02'04"W, N86°48'40"W
19	N02°13' 07"W 97.99	76°58' 56"	30.00	39.99	23.69	N44°02'04"W, N85°35'40"E
20	N47°20' 36"E 857.20	59°01' 20"	448.00	461.62	221.98	N73°59'16"E, N20°57'56"E
21	N66°47' 33"E 111.48	14°23' 26"	445.00	111.77	56.18	
22	N40°16' 59"E 294.89	30°37' 54"	448.00	300.95	155.98	
23	N15°40' 06"E 126.70	20°59' 40"	360.00	129.46	65.41	N20°57'56"E, N00°28'16"E
24	N46°37' 04"E 43.50	93°00' 36"	30.00	48.70	31.70	N00°22'16"E, S86°20'08"E
25	S76°30' 47"E 103.79	19°54' 42"	300.00	104.26	52.66	N66°33'26"W, S86°20'08"E
26	S79°38' 03"E 77.66	10°37' 14"	240.00	70.99	35.39	N86°33'26"W, N89°02'40"W
27	S00°25' 03"E 40.00	09°37' 14"	30.00	49.74	26.03	N89°10'40"W, N01°33'26"W
28	N19°50' 48"W 110.00	48°04' 52"	150.00	110.02	62.26	N02°41'41"E, N42°23'11"W
29	S77°50' 30"E 142.20	27°29' 15"	300.00	143.87	73.15	N00°26'34"E, N64°08'14"W
30	N45°37' 56"E 42.43	90°00' 00"	30.00	47.12	30.00	N00°57'56"E, S89°02'04"E
31	S44°08' 04"E 42.43	90°00' 00"	30.00	47.12	30.00	N00°57'56"E, S89°02'04"E
32	N52°30' 44"E 46.99	103°05' 36"	30.00	53.98	37.70	N00°57'56"E, S75°06'28"E
33	S02°20' 10"E 101.47	19°06' 36"	445.00	101.69	51.06	N75°66'28"W, N86°02'04"E
34	S60°14' 34"E 89.61	20°30' 09"	167.50	59.93	30.29	S70°29'34"E, S87°59'34"E
35	S77°29' 07"E 120.47	30°59' 05"	198.50	190.90	60.14	S87°59'34"E, N64°01'30"E
36	S59°14' 04"E 90.73	75°36' 14"	80.00	99.93	59.22	S03°01'20"W, S21°20'26"E
37	S40°36' 11"E 291.41	90°19' 39"	448.00	296.86	184.20	S21°28'26"E, S89°42'56"E
38	S29°28' 50"E 80.31	66°40' 62"	90.00	31.77	17.56	S59°42'56"E, S00°57'06"W
39	S04°06' 08"E 84.37	11°07' 26"	165.00	84.43	17.58	N89°48'22"W, S70°11'05"E
40	S76°59' 10"E 84.86	36°30' 06"	117.50	85.91	20.17	S89°48'22"E, S70°11'05"E
41	S14°08' 51"E 48.97	90°14' 20"	30.00	31.44	34.66	S65°10'13"E, S25°04'27"W
42	S39°26' 47"W 110.05	23°18' 20"	275.00	111.56	56.56	N11°49'07"E, S25°04'27"W
43	S09°41' 43"W 136.58	19°27' 20"	445.00	136.09	68.79	N11°30'21"E, S89°07'54"E
44	S42°54' 23"W 45.36	90°08' 10"	30.00	31.54	34.34	S06°07'02"E, N88°03'52"W
45	N79°01' 46"W 66.19	50°00' 12"	127.50	66.91	34.29	N57°59'40"W, N88°03'52"W
46	N66°14' 34"W 82.75	20°29' 46"	232.00	83.17	42.03	N57°59'40"W, N78°29'20"W
47	N88°31' 15"E 82.70	4°18' 20"	445.00	82.79	16.40	N86°46'36"E, N89°04'54"W
48	S66°08' 44"E 49.96	98°18' 20"	30.00	49.38	32.30	N00°57'06"E, N06°44'36"E

EASEMENT DETAILS
SCALE —— 1" = 50'



REGENCY MALL

PART OF THE S.W. 1/4, S.E. 1/4, N.W. 1/4 AND N.E. 1/4 OF THE S.W. 1/4
AND THE N.W. 1/4 AND S.W. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 3
NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN.

APPROVED AS A FINAL PLAT.
Date Oct. 26 1982
Racine City Plan Commission
by _____
SECRETARY

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats., by 33 of the Wis. Admin. Code as provided by Sec. 236.12 (6), Wis. Stats., or by the County Planning Agency.
Certified this 31st day of September, 1982.
Jeanne A Storm
Department of Development

WISCONSIN
MARTIN J. MAUSER
S-2007
RACINE, WIS.
LAND SURVEYOR
July 6, 1982

SHEET 3 OF 4 SHEETS

Additional Copies to Plat No. 0091
Sheets of Copies 8
Rec'd JUL 8 1982
County

Vol 33 Page 62

Additional Copies to Plat No. 0091

Highway

NUMBER OF COPIES 8

County

Rec'd JUL 8 1982

REGENCY MALL

PART OF THE S.W. 1/4, S.E. 1/4, N.W. 1/4 AND N.E. 1/4 OF THE S.W. 1/4 AND THE N.W. 1/4 AND S.W. 1/4 OF THE S.E. 1/4 OF SECTION 24, TOWNSHIP 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, RACINE COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE

I, Walter R. Madsen, Registered Land Surveyor, hereby certify that I have surveyed, divided and mapped the plat of REGENCY MALL located in that part of the Southwest ¼, Southeast ¼, Northwest ¼ and Northeast ¼ of the Southwest ¼, and the Northwest ¼ and Southwest ¼ of the Southeast ¼ of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, bounded as follows:

Block 1: Commence at the Southeast corner of the Southwest ¼ of said Section 24; run thence S89°28'36"E along the South line of the Southeast ¼ of said Section 24, 992.09 feet; thence N01°33'25"E a point on the Northerly right-of-way line of S.T.H. #11; thence N88°00'15"W 61.18 feet to 291.23 feet; thence N37°55'23"W 446.67 feet; thence N89°02'04"W along the Northerly line of right-of-way of S.T.H. #11; 1902.81 feet; thence N77°46'59"W 116.17 feet to a point on the Easterly line of right-of-way of S.T.H. #31 and the point of beginning of this description; run thence N11°30'26"E along the Easterly right-of-way line of S.T.H. #31 475.51 feet; thence along the arc of a 167.50 foot radius curve, concave to the South, having a chord length of 59.61 feet bearing S58°14'34"E to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the North, having a chord length of 185.47 feet bearing S77°29'07"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the South, having a chord length of 36.73 feet bearing S39°14'03"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 291.41 feet bearing S10°36'11"E; thence N76°05'21"E 67.30 feet; thence N00°57'56"E 213.12 feet; thence S89°02'04"E 369.39 feet; thence S00°57'56"E 474.58 feet; thence S89°02'04"E 53.00 feet; thence N00°57'56"E 164.31 feet; thence S89°02'04"E 365.18 feet; thence N00°57'56"E 277.61 feet; thence S89°02'04"E 341.55 feet to a point on the Easterly right-of-way line of S.T.H. #31; thence N11°49'06"E 35.00 feet; thence S89°51'41"E 886.27 feet; thence S00°57'56"W 411.88 feet; thence S89°02'04"E 200.05 feet; thence S00°57'56"W 67.00 feet; thence S39°02'04"E 342.00 feet; thence N00°57'56"E 28.00 feet; thence S89°02'04"E 25.25 feet; thence N00°57'56"E 14.50 feet; thence S25°02'04"E 41.75 feet; thence N45°57'56"E 52.33 feet; thence S25°02'04"E 150.54 feet; thence N00°57'56"E 414.76 feet; thence S89°51'41"E 176.86 feet; thence S01°08'19"E 100.00 feet; thence S89°51'41"E 1068.68 feet to a point on the Westerly line of Roosevelt Avenue; thence Southerly along the Westerly right-of-way line of Roosevelt Avenue on the arc of a 779.41 foot radius curve, concave to the East, having a chord length of 156.17 feet bearing S05°13'06"E; thence S01°33'26"E 440.02 feet along said right-of-way; thence along the arc of a 30.00 foot radius curve, concave to the South, having a chord length of 40.00 feet bearing N43°22'03"W to a point of reverse curve; thence along the arc of a 240.00 foot radius curve, concave to the Northeast, having a chord length of 77.66 feet bearing S75°52'03"W; thence N66°08'26"W 282.82 feet to a point; thence along the arc of a 300.00 foot radius curve, concave to the South, having a chord length of 127.65 feet bearing N75°30'47"W to a point of reverse curve; thence along the arc of a 36.00 foot radius curve concave to the East, having a chord length of 43.58 feet bearing S46°57'04"W to a point of reverse curve; thence along the arc of a 360.00 foot radius curve concave to the West having a chord length of 128.70 feet bearing S10°40'06"E; thence S20°57'56"W 315.61 feet; thence along the arc of a 445.00 foot radius curve concave to the West having a chord length of 256.39 feet bearing S40°16'53"W; thence along the arc of a 338.00 foot radius curve concave to the South having a chord length of 37.09 feet bearing S32°13'07"E; thence S14°02'04"E 165.36 feet; thence along the arc of a 175.00 foot radius curve concave to the Northeast having a chord length of 127.65 feet bearing S65°25'26"E; thence S01°11'14"W 58.55 feet to a point on the Northerly right-of-way line of S.T.H. #11; thence on said Northerly right-of-way N86°48'46"W 187.06 feet; thence along the arc of a 11,520.16 foot radius curve concave to the South with a chord length of 183.30 feet bearing N87°16'07"W; thence N00°57'56"E 195.48 feet; thence along the arc of a 423.00 foot radius curve concave to the North having a chord length of 371.56 feet bearing N47°01'06"E; thence N20°57'56"E 315.61 feet to a point of curve; thence along the arc of a 338.00 foot radius curve, concave to the West, having a chord length of 294.80 feet bearing N04°33'22"W; thence N89°02'04"W 607.27 feet; thence S00°57'56"W 306.00 feet; thence S89°02'04"E 32.00 feet; thence S00°57'56"W 213.00 feet; thence S21°53'51"W 42.83 feet; thence S00°57'56"W 331.18 feet; thence S89°02'04"E 32.00 feet; thence S00°57'56"W 213.00 feet; thence S89°02'04"E 115.21 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the North, having a chord length of 32.79 feet bearing N88°51'16"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the South, having a chord length of 43.96 feet bearing S46°08'44"E; thence S00°57'56"W 123.00 feet to a point on the Northerly right-of-way line of S.T.H. #11; thence along the arc of an 11,520.16 foot radius curve concave to the South, having a chord length of 198.38 feet bearing N88°32'28"W; thence N89°02'04"W along the Northerly right-of-way line of S.T.H. #11 667.63 feet; thence N00°57'56"E 120.00 feet; thence along the arc of a 30.00 foot radius curve concave to the East having a chord length of 42.43 feet bearing S45°57'56"E; thence S89°02'04"E 491.81 feet; thence N00°57'56"E 367.00 feet; thence N89°02'04"W 159.69 feet; thence N44°02'04"W 113.14 feet; thence S89°02'04"E 40.00 feet; thence N00°57'56"E 50.00 feet; thence N89°02'04"W 262.00 feet; thence S00°57'56"E 35.50 feet; thence S45°57'56"W 50.91 feet; thence S00°57'56"W 58.50 feet; thence N89°02'04"W 160.36 feet; thence S00°57'56"W 367.00 feet; thence S89°02'04"E 121.24 feet; thence along the arc of a 30.00 foot radius curve having a chord length of 42.43 feet bearing S44°02'04"E; thence S00°57'56"W 120.01 feet to a point on the Northerly right-of-way line of S.T.H. #11; thence N89°02'04"W 1170.18 feet; thence N77°46'59"W 116.17 feet to the point of beginning. Containing 43.857 acres.

ALSO Block 2: Commence at the Southwest corner of the Southeast ¼ of said Section 24; run thence S89°28'36"E along the South line of the Southeast ¼ of said Section 24, 992.09 feet; thence N01°33'25"E 61.18 feet to a point on the Northerly right-of-way line of S.T.H. #11; thence N88°26'22"W 301.05 feet to the point of beginning of this description; thence along the arc of a 150.00 foot radius curve concave to the West, having a chord length of 115.00 feet bearing N19°30'45"W; thence N47°36'30"E 11.49 feet; thence N22°02'24"E 309.41 feet; thence along the arc of a 300.00 foot radius curve concave to the North, having a chord length of 142.20 feet bearing S77°50'30"E; thence N88°26'34"E 66.00 feet; thence S01°33'26"E 382.91 feet to a point on the Northerly right-of-way line of S.T.H. #11; thence along the arc of an 11,396.29 foot radius curve, concave to the North, having a chord length of 301.05 feet bearing N88°26'22"W to the point of beginning of this description. Containing 2.505 acres.

ALSO Block 3: Commence at the Southeast corner of the Southwest ¼ of said Section 24, run thence S89°28'36"E along the South line of the Southeast ¼ of said Section 24, 992.09 feet; thence N01°33'25"E 61.18 feet to apoint on the Northerly right-of-way line of S.T.H. #11; thence N88°00'15"W 474.11 feet; thence N36°48'46"W 291.29 feet; thence N57°55'25"W 446.67 feet; thence N89°02'04"W along the Northerly right-of-way line of S.T.H. #11, 1902.81 feet; thence N77°46'59"W 116.17 feet to a point on the Easterly right-of-way line of S.T.H. #31; thence N11°30'26"E along the Easterly right-of-way line of S.T.H. #31 540.51 feet to the point of beginning of this description; run thence N11°30'26"E along the Easterly right-of-way line of S.T.H. #31 314.65 feet; thence N11°49'06"E on the Easterly right-of-way line of S.T.H. #31, 465.97 feet; thence along the arc of a 165.00 foot radius curve concave to the North, having a chord length of 34.37 feet bearing S84°09'32"E; thence N89°51'41"E 65.00 feet to a point of curve; thence along the arc of a 117.50 foot radius curve concave to the South, having a chord length of 54.80 feet bearing S76°39'16"E; thence along the arc of a 30.00 foot radius curve concave to the West, having a chord length of 45.37 feet bearing S14°02'52"E to a point of reverse curve; thence along the arc of a 275.00 foot radius curve, concave to the South having a chord length of 110.85 feet bearing S23°26'47"W; thence S11°49'06"W 332.76 feet; thence S11°30'26"W 151.86 feet to a point of curve; thence along the arc of a 445.00 foot radius curve concave to the East having a chord length of 156.35 feet bearing S02°41'42"W to a point of reverse curve; thence along the arc of a 30.00 foot radius curve concave to the West, having a chord length of 45.30 feet bearing S42°54'39"W; thence along the arc of a 127.50 foot radius curve concave to the North, having a chord length of 66.15 feet bearing N73°01'46"W to a point of reverse curve; thence along the arc of a 232.50 foot radius curve concave to the South having a chord length of 82.73 feet bearing N66°14'34"W to the point of beginning. Containing 2.845 acres.

I further certify that this plat is a correct representation of the exterior boundaries of said lands and of the division thereof made; and that I have made such survey, land division and plat by the direction of the Owner; and that I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes in surveying and mapping same.

June 25, 1982

WISCONSIN WALTER R. MADSEN 5-LAND SURVEYOR-5 S-1288 RACINE, WIS.

Walter R. Madsen, Registered Land Surveyor #1288

OWNER'S CERTIFICATE OF DEDICATION

As Owner, we hereby certify that we have caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat. We also certify that this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objections: City of Racine, Racine County, Department of Transportation, Division of Highways and Transportation Facilities, and Department of Development.

Witness the hand and seal of said Owner this 21st day of September, 1982.

RACINE JOINT VENTURE

BY: R. E. Jacobs

R. E. Jacobs

STATE OF OHIO)
COUNTY OF CUYAHOGA) ss

SEAL

Personally came before me this 21st day of September, 1982, the above-named R. E. Jacobs, to me known to be the person who executed the foregoing instrument and acknowledged the same.

My commission expires/is permanent

Signed: Nanita K Fenecent
NOTARY PUBLIC

ACCESS RESTRICTION

As Owner, we hereby restrict all lots and blocks in this no owner, possessor, user, nor licensee, nor other person shall have any right of direct vehicular ingress or egress with S.T.H. 11 & 31, as shown on the plat; it being expressly intended that restriction shall constitute a restriction for the benefit of the public according to section 236.293, Wisconsin Statutes, and shall be enforceable by the Department of Transportation. This restriction amends and supersedes that previous access agreement as recorded in the Racine County Register of Deeds Office on May 8, 1975, in Volume 1263, Pages 139 Thur 152 as Document No. 355530

Date: 21st September

RACINE JOINT VENTURE

Signed: R. E. Jacobs

R.E. Jacobs

CONSENT OF CORPORATE MORTGAGEE

CITIBANK, N. A., a corporation duly organized and existing under and by virtue of the laws of the United States, mortgagee of the land described on this plat, does hereby consent to the surveying, dividing, mapping and dedication of the land described on this plat, and does hereby consent to the certificate of Racine Joint Venture, Owner. IN WITNESS WHEREOF, the said CITIBANK, N.A. has caused these presents to be signed by Michael D. Voth, its Vice President, and Ellen M. Kubo, its Senior Assistant Secretary at New York, N.Y., and its corporate seal to be fixed hereto this 24th day of September, 1982.

CITIBANK, N. A.

WITNESS: Laura L. Perrotti — Michael D. Voth

WITNESS: Irene Dolcin — Ellen M. Kubo

STATE OF New York)
COUNTY OF New York) ss

Personally came before me this 24th day of September, 1982, the above named Michael D. Voth and Ellen M. Kubo, to me known to be the persons who executed the foregoing instrument, and to me known to such Vice President and Senior Assistant Secretary of the said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

My commission expires 3/30/84 Signed: Joseph L. Romito
NOTARY PUBLIC

COMMON COUNCIL RESOLUTION

"Resolved that the final plat of REGENCY MALL, located in the City of Racine, is hereby approved by the Common Council of the City of Racine."

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Racine.

Date: October 20, 1982

Signed: Anthony J. Schlieter
Anthony J. Schlieter, City Clerk

DIRECTOR OF CITY FINANCE CERTIFICATE

I, Jerome J. Haller, being the duly appointed, qualified and acting Finance Director for the City of Racine, hereby certify that the records of my office show no unpaid taxes or unpaid special assessments on any of the lands included in the plat of REGENCY MALL.

Date: 10-20-82

Signed: Jerome J. Haller
Jerome J. Haller, Director of Finance

COUNTY TREASURER'S CERTIFICATE

I, Nick R. DeMark, being the duly elected, qualified and acting Treasurer for the County of Racine, hereby certify that the records of my office show no unpaid taxes or unpaid special assessments on any of the lands included in the plat of REGENCY MALL.

Date: 10/5/82

Signed: Nick R. DeMark
Nick R. DeMark, County Treasurer

SEAL

DIRECTOR OF PLANNING & ZONING CERTIFICATE

I, Arnold L. Clement, being the duly appointed, qualified and acting Planning Director and Zoning Administrator for the County of Racine, hereby certify that this final plat is non-objectionable.

Date: 10/6/82

Signed: Arnold L. Clement
Arnold L. Clement, Planning Director & Zoning Administrator

1113785

Register's Office, Racine County, Wis. } ss
Received for Record Oct. 21, A.D. 19 82 at 2 o'clock P. M. and recorded in Volume 43 of Plats on page 62-63
Helen M. Schuetter
Register of Deeds

APPROVED AS A FINAL PLAT.
Date Oct 20 1982
Racine City Plan Commission
by Thomas D. Wolf
SECRETARY

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21 (1) and (2), Wis. Stats., by 23 of the Wis. Admin. Code as provided by Sec. 236.12 (3), Wis. Stats., or by the County Planning Agency.

Certified this 3rd day of September, 1982

Department of Development

SHEET 1 OF 4 SHEETS

DOCUMENT # 2420419
RACINE COUNTY REGISTER OF DEEDS
October 21, 2015 1:15 PM

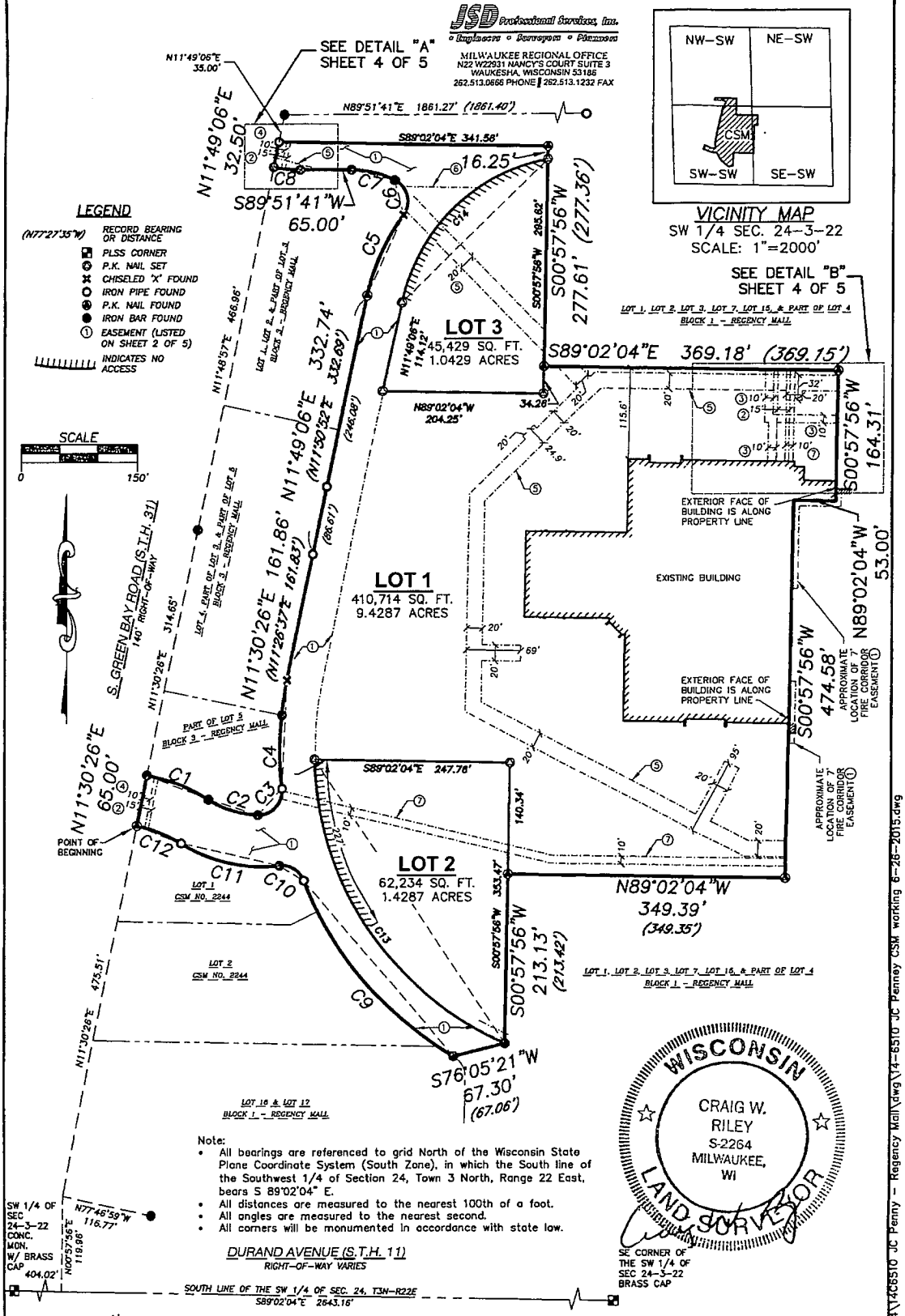
TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $37.00
Pages: 6

Vol 10 Pg 393

CERTIFIED SURVEY MAP No. 3175

BEING A DIVISION OF PART OF THE SOUTHEAST 1/4, SOUTHWEST 1/4, AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN

JSD Professional Services, Inc.
Engineers • Surveyors • Planners
MILWAUKEE REGIONAL OFFICE
N22 W22931 NANCY'S COURT SUITE 3
WAUKESHA, WISCONSIN 53186
262.513.0666 PHONE | 262.513.1232 FAX



Note:
- All bearings are referenced to grid North of the Wisconsin State Plane Coordinate System (South Zone), in which the South line of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, bears S 89°02'04" E.
- All distances are measured to the nearest 100th of a foot.
- All angles are measured to the nearest second.
- All corners will be monumented in accordance with state law.

WISCONSIN
CRAIG W. RILEY
S-2264
MILWAUKEE, WI
LAND SURVEYOR

DATED THIS 17th DAY OF September 2015
THIS INSTRUMENT WAS DRAFTED BY CRAIG W. Riley, P.L.S., S-2264

R:\2014\14C6510 JC Penny - Regency Mall\dwg\14-6510 JC Penney CSM working 8-28-2015.dwg

CERTIFIED SURVEY MAP No. 3175

BEING A DIVISION OF PART OF THE SOUTHEAST 1/4, SOUTHWEST 1/4, AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN

SURVEYOR'S CERTIFICATE:

State of Wisconsin)
) SS
Racine County)

I, Craig W. Riley, Professional Land Surveyor do hereby certify that I have surveyed, divided, and mapped a division of part of the Southeast 1/4, Southwest 1/4, and Northwest 1/4 of the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, bounded and described as follows:

Commencing at the southwest corner of the Southwest 1/4 of said Section 24; thence South 89°02'04" East along the south line of said Southwest 1/4 Section, 404.02 feet; thence North 00°57'56" East, 119.96 feet to the east line of South Green Bay Road (State Highway "31"); thence North 11°30'26" East along said east line, 475.51 feet to the northwest corner of Lot 1 of Certified Survey Map No. 2244 and the point of beginning;

Thence continuing North 11°30'26" East along said east line, 65.00 feet to a point of curve; thence southeasterly 83.18 feet along the arc of said curve to the right whose radius is 232.50 feet and whose chord bears South 68°14'34" East, 82.74 feet to a point of reverse curvature; thence southeasterly 66.92 feet along the arc of said curve to the left whose radius is 127.50 feet and whose chords bears South 73°01'49" East, 66.15 feet to a point of compound curve; thence northeasterly 51.34 feet along the arc of said curve to the left whose radius is 30.00 feet and whose chord bears North 42°54'33" East, 45.30 feet to a point of compound curve; thence northeasterly 136.89 feet along the arc of said curve to the right whose radius is 445.00 feet and whose chord bears North 02°41'42" East, 136.35 feet to a point of tangency; thence North 11°30'26" East, 161.86 feet; thence North 11°49'06" East, 332.74 feet to a point of curve; thence northeasterly 111.61 feet along arc of said curve to the right whose radius is 275.00 feet and whose chord bears North 23°26'46" East, 110.85 feet to a point of reverse curvature; thence northwesterly 51.45 feet along arc of said curve to the left whose radius is 30.00 feet and whose chord bears North 14°02'47" West , 45.37 feet to a point of compound curve; thence northwesterly 55.31 feet along the arc of said curve to the left whose radius is 117.50 feet and whose chord bears North 76°39'16" West, 54.80 feet to a point of tangency; thence South 89°51'41" West , 65.00 feet to a point of curve; thence northwesterly 34.43 feet along the arc of said curve to the right whose radius is 165.00 feet and whose chord bears North 84°09'52" West , 34.37 feet to a point in the east line of said South Green Bay Road (State Trunk Highway "31"); thence North 11°49'06" East , 32.50 feet; thence South 89°02'04" East, 341.56 feet; thence South 00°57'56" West, 277.61 feet; thence South 89°02'04" East, 369.18 feet; thence South 00°57'56" West, 164.31 feet; thence North 89°02'04" West, 53.00 feet; thence South 00°57'56" West, 474.58 feet; thence North 89°02'04" West, 349.39 feet; thence South 00°57'56" West, 213.13 feet; thence South 76°05'21" West, 67.30 feet to a point of curve; thence northwesterly 296.86 feet along the arc of said curve to the right whose radius is 445.00 feet and whose chord bears North 40°36'11" West, 291.39 feet to a point of reverse curvature; thence northwesterly 39.53 feet along the arc of said curve to the left whose radius is 30.00 feet and whose chord bears North 59°14'03" West, 36.73 feet to a point of reverse curvature; thence northwesterly 130.98 feet along the arc of said curve to the right whose radius is 192.50 feet and whose chord bears North 77°29'11" West, 128.47 feet to a point of reverse curvature; thence northwesterly 59.93 feet along the arc of said curve to the left whose radius is 167.50 feet and whose chord bears North 68°14'34' West, 59.61 feet to the east line of said South Green Bay Road, and the point of beginning .

Containing in all 518,377 square feet (11.9003 acres) of land, more or less.

All subject to easements and restrictions of record and potential future road widening and government restrictions, if any.

That I have made such survey, land division, and map by the direction of Penny Racine, LLC., a Wisconsin limited liability company, owner of said lands.

That such map is a correct representation of all exterior boundaries of the land surveyed and the land division thereof made.

That I have fully complied with the provisions of Chapter 236 of the Wisconsin Statutes requirements for Certified Survey Maps in surveying, dividing and mapping the same.

DATED THIS 17th DAY OF September 2015

Craig W. Riley, P.L.S.
Professional Land Surveyor, S-2264

WISCONSIN
CRAIG W. RILEY
S-2264
MILWAUKEE, WI
LAND SURVEYOR

DATED THIS 17th DAY OF September 2015
THIS INSTRUMENT WAS DRAFTED BY CRAIG W. Riley, P.L.S., S-2264

R:\2014\14-6510 JC Penny - Regency Mall\dwg\14-6510 JC Penney CSM working 8-26-2015.dwg

CERTIFIED SURVEY MAP No. 3175

BEING A DIVISION OF PART OF THE SOUTHEAST 1/4, SOUTHWEST 1/4, AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN

CURVE	LENGTH	RADIUS	CHORD BEARING/LEN.		DELTA
C1	83.18'	232.50'	S68°14'34"E	82.74'	20°29'57"
C2	66.92'	127.50'	S73°01'49"E	66.15'	38°59'08"
C3	51.34'	30.00'	N42°54'33"E	45.30'	98°03'03"
C4	136.89'	445.00'	N02°41'42"E	136.35'	17°37'30"
C5	111.61'	275.00'	N23°26'46"E	110.85'	23°15'53"
C6	51.45'	30.00'	N14°02'47"W	45.37'	98°15'02
C7	55.31'	117.50'	N76°39'16"W	54.80'	26°58'12"
C8	34.43'	165.00'	N84°09'52"W	34.37'	11°57'24"
C9	296.86'	445.00'	N40°36'11"W	291.39'	38°13'21"
C10	39.53'	30.00'	N59°14'03"W	36.73'	75°29'34"
C11	130.98'	192.50'	N77°29'11"W	128.47'	38°59'08"
C12	59.93'	167.50'	N68°14'34"W	59.61'	20°29'57"
C13	455.80'	401.00'	N34°03'43"W	431.66'	65°07'36"
C14	274.89'	231.43'	N45°50'45"E	259.01'	68°03'15"

PREPARED BY:

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

MILWAUKEE REGIONAL OFFICE
N22 W22931 NANCY'S COURT SUITE 3
WAUKESHA, WISCONSIN 53186
262.513.0666 PHONE | 262.513.1232 FAX

PREPARED FOR:
PENNY RACINE, LLC.
3100 DUNDEE RD., SUITE 308
NORTHBROOK IL, 60062

EXISTING EASEMENTS AND RESTRICTIONS

① COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS, AS SET FORTH IN EASEMENT, RESTRICTION AND OPERATING AGREEMENT RACINE MALL RECORDED DECEMBER 28, 1979 AS DOCUMENT NO. 1066872 AND AS AMENDED BY FIRST AMENDMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT RECORDED NOVEMBER 10, 1981 AS DOCUMENT NO. 1099190 AND AS FURTHER AMENDED BY SECOND AMENDMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT RECORDED MARCH 28, 1985 AS DOCUMENT NO. 1165931.

- GRANTS ACCESS EASEMENTS OVER THE SUBJECT PROPERTY FOR THE BENEFIT OF OTHER PARTIES OF THE AGREEMENT AND ALSO ACCESS EASEMENTS OVER ADJOINING PROPERTIES FOR THE BENEFIT OF THE SUBJECT PROPERTY. THE EASEMENT AREAS INCLUDE THE FOLLOWING: A 44 FOOT STRIP ALONG THE ENTIRE MALL PERIMETER ROAD, ONE ACCESS DRIVE TO ROOSEVELT AVENUE, THREE ACCESS DRIVES TO DURAND AVENUE, AND TWO ACCESS DRIVES TO GREEN BAY ROAD LOCATED ON THE SUBJECT PARCEL.
- GRANTS MUTUAL EASEMENTS TO THE PARTIES OF THE AGREEMENT FOR UTILITY FACILITIES SUCH AS WATER, GAS, ELECTRICITY, TELEPHONE, STORM SEWER, AND SANITARY SEWER. LOCATIONS TO BE DESIGNATED BY THE PROPERTY OWNERS BY APPROVAL OF THE FINAL PLANS. UNDERGROUND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY AND NO UTILITY PLANS OR MAPS WERE PROVIDED.
- GRANTS SEVEN (7) FOOT FIRE CORRIDOR EASEMENTS FOR THE BENEFIT OF THE SUBJECT PROPERTY. THE APPROXIMATE LOCATIONS PER THE PHASE B SITE PLAN ARE SHOWN HEREON.

② EASEMENT(S) FOR THE PURPOSE(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO WISCONSIN ELECTRIC POWER COMPANY, FOR A UTILITY EASEMENT, RECORDED OCTOBER 7, 1980 AS DOCUMENT NO. 1080259.
(SHOWN HEREON)

③ EASEMENT(S) FOR THE PURPOSE(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO WISCONSIN NATURAL GAS COMPANY, FOR UTILITY EASEMENT(S), RECORDED JULY 29, 1981 AS DOCUMENT NO. 1094397.
(SHOWN HEREON)

④ EASEMENT(S) FOR THE PURPOSE(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO WISCONSIN TELEPHONE COMPANY, FOR UTILITY EASEMENT(S), RECORDED MARCH 23, 1982 AS DOCUMENT NO. 1104123.
(SHOWN HEREON)

⑤ EASEMENT(S) FOR THE PURPOSE(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO THE CITY OF RACINE, FOR A WATER MAIN EASEMENT, RECORDED NOVEMBER 17, 1987 AS DOCUMENT NO. 1244455.
(SHOWN HEREON)

⑥ ACCESS EASEMENT RECORDED SEPTEMBER 15, 1988 AS DOCUMENT NO. 1265834.
(SHOWN HEREON)

⑦ EASEMENT(S) FOR THE PURPOSE(S) AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT, GRANTED TO RACINE TELECABLE CORPORATION, FOR A TELECABLE EASEMENT, RECORDED ON MAY 21, 1981 AS DOCUMENT NO. 1091027.
(SHOWN HEREON)

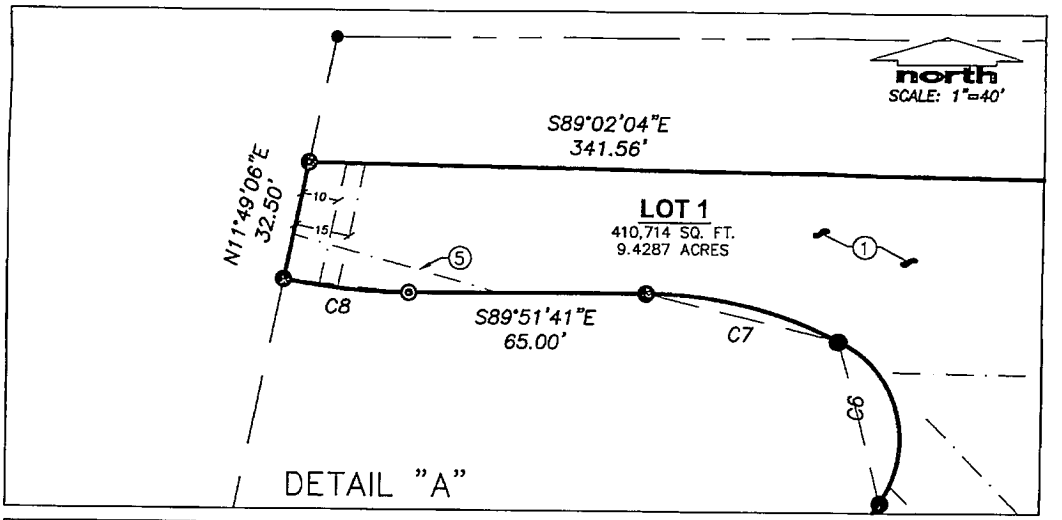
WISCONSIN
CRAIG W. RILEY
S-2264
MILWAUKEE, WI
LAND SURVEYOR

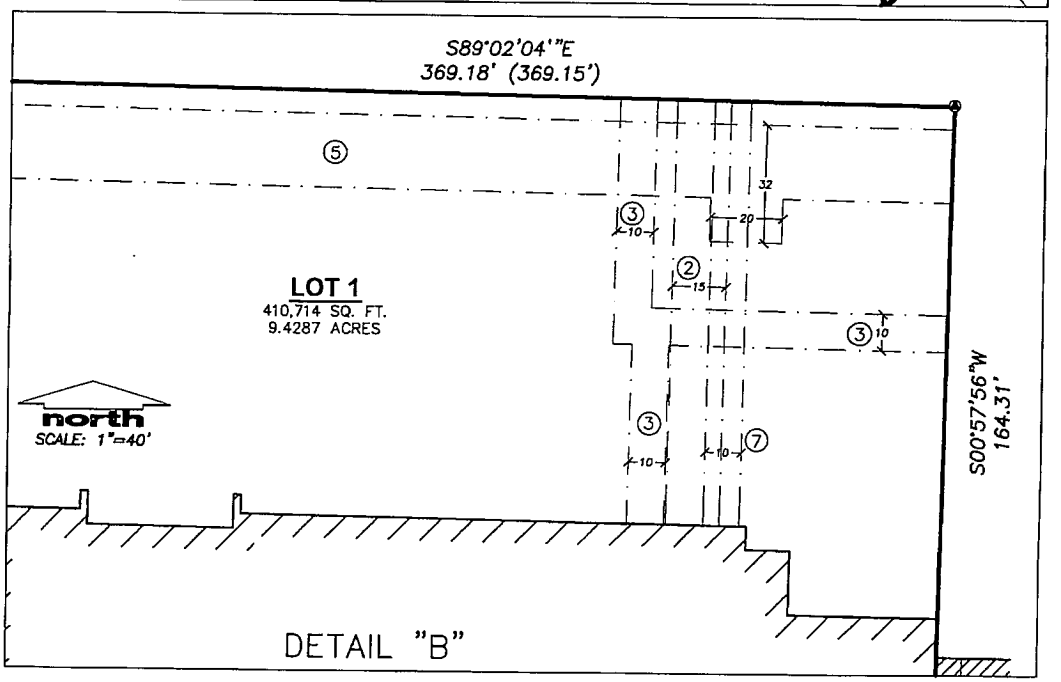
DATED THIS 17th DAY OF September 2015
THIS INSTRUMENT WAS DRAFTED BY CRAIG W. Riley, P.L.S., S-2264

R:\2014\14C6510 JC Penny - Regency Mall\dwg\14-6510 JC Penney CSM working 6-26-2015.dwg

CERTIFIED SURVEY MAP No. 3175

BEING A DIVISION OF PART OF THE SOUTHEAST 1/4, SOUTHWEST 1/4, AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN





WISCONSIN
CRAIG W. RILEY
S-2264
MILWAUKEE, WI
LAND SURVEYOR

DATED THIS 17th DAY OF September 2015
THIS INSTRUMENT WAS DRAFTED BY CRAIG W. Riley, P.L.S., S-2264

R:\2014\1406510 JC Penny – Regency Mall\dwg\14-6510 JC Penney CSM working 6-26-2015.dwg

CERTIFIED SURVEY MAP No. 3175

BEING A DIVISION OF PART OF THE SOUTHEAST 1/4, SOUTHWEST 1/4, AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN

OWNER'S CERTIFICATES

Penny Racine, LLC., a Delaware limited liability company, as owner, does hereby certify that said company caused the land described in the foregoing affidavit of Craig W. Riley, to be surveyed, divided, and mapped as represented on this map, in accordance with the provisions of Chapter 236 of the Wisconsin Statutes requirements for Certified Survey Maps.

Penny Racine, LLC.

David Mark — 9/18/15

President — *Date*

State of ~~Wisconsin~~ ILLINOIS)
) SS
Cook *County*)

Personally came before me this 18 *day of* September, *2015, the President of the above named company and acknowledged that they executed the foregoing instrument as such officers as the deed of said company, as Manager, by its authority.*

Kathy Henson *(sign)*
KATHY HENSON *(print)*
Notary Public, Cook *County,* ILLINOIS
My Commi'xpires 2/5/19

OFFICIAL SEAL
KATHY HENSON
Notary Public - State of Illinois
My Commission Expires Feb 5, 2019

CONSENT OF CORPORATE MORTGAGEE

Associated Bank National Association, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, as mortgagee of the lands descried hereon, hereby consents to the surveying, dividing, mapping, and restricting of the lands described in the affidavit of Craig W. Riley, Wisconsin Professional Land Surveyor, S-2264, and do hereby consent to the above certificate of Penny Racine, LLC., owner.

Rosemary C. Kehr — 9/28/2015

~~*President*~~ Senior Vice President — *Date*

Witness the hand and seal of Associated Bank National Association, mortgagee, this 28th *day of* September, *2015.*

OFFICIAL SEAL
MARA GELFGAT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/24/19

WISCONSIN
CRAIG W. RILEY
S-2264
MILWAUKEE, WI
LAND SURVEYOR

Craig W. Riley

DATED THIS 17th DAY OF SEPTEMBER 2015
THIS INSTRUMENT WAS DRAFTED BY CRAIG W. Riley, P.L.S., S-2264

R:\2014\14C6510 JC Penny - Regency Mall\dwg\14-6510 JC Penney CSM working 8-26-2015.dwg

Vol 10 Pg 398

CERTIFIED SURVEY MAP No. 3175

BEING A DIVISION OF PART OF THE SOUTHEAST 1/4, SOUTHWEST 1/4, AND NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 3 NORTH, RANGE 22 EAST, IN THE CITY OF RACINE, COUNTY OF RACINE, STATE OF WISCONSIN

PLAN COMMISSION APPROVAL

This Certified Survey Map is hereby approved by the Plan Commission of the City of Racine, on this 12th *day of* August, *2015.*

Chairman — *Date* 10-8-15

Secretary — *Date* 10-9-15

COMMON COUNCIL APPROVAL

This Certified Survey Map is approved by the Common Council of the City of Racine, on this 18th *day of* August, *2015 by Resolution Number* Res. 15-0326

John T. Dickert, Mayor — *Date* 10-8-15

Janice M. Johnson-Martin, City Clerk — *Date* 10-13-2015

From:
276-0000-23876-010

To:
Lot 1: 276-0000-23876-047
Lot 2: 276-0000-23876-048
Lot 3: 276-0000-23876-049

WISCONSIN
CRAIG W. RILEY
S-2264
MILWAUKEE, WI
LAND SURVEYOR

DATED THIS 17th DAY OF SEPTEMBER 2015
THIS INSTRUMENT WAS DRAFTED BY CRAIG W. Riley, P.L.S., S-2264

SHEET 6 OF 6

R:\2014\140510 JC Penny - Regency Mall\dwg\14-0510 JC Penney CSM working 8-26-2015.dwg

Ref

1066870

1545-227

Dec. 20, 1979

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that

RACINE JOINT VENTURE, an Ohio general partnership having its principal office at 25425 Center Ridge Road, Cleveland, Ohio 44145, the Grantor herein, for Ten Dollars ($10.00) and other good and valuable consideration received to its full satisfaction of J. C. PENNEY PROPERTIES, INC., the Grantee herein, a Delaware corporation, whose tax mailing address will be 650 Woodfield, Schaumburg, Illinois 60195, does hereby give, grant, bargain, sell and convey to the Grantee certain property situated in Racine County, Wisconsin, and being more fully described as follows:

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 24; thence, S89°28'36"E along th south line of the Southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, along the northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E along the easterly right-of-way line of State Trunk Highway 31, 475.51 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N11°30'26"E 65.00 feet; thence along the arc of a 232.50 foot radius curve, concave to the south, having a chord length of 82.74 feet bearing S68°14'34"E to a point of reverse curve; thence along the arc of a 127.50 foot radius curve, concave to the north, having a chord length of 66.15 feet bearing S73°01'49"E; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.30 feet bearing N42°54'33"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 136.35 feet bearing N02°41'42"E; thence, N11°30'26"E, 161.86 feet; thence, N11°49'06"E, 332.74 feet to a point of curve; thence along the arc of a 275.00 foot radius curve, concave to the east, having a chord length of 110.85 feet bearing N23°26'46"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.37 feet bearing N14°02'47"W; thence along the arc of

a 117.50 foot radius curve, concave to the south, having a chord length of 54.80 feet bearing N76°39'16"W; thence S89°51'41"W, 65.00 feet to a point of reverse curve; thence along the arc of a 165.00 foot radius curve, concave to the north, having a chord length of 34.37 feet bearing N84°09'52"W, to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°49'06"E along the easterly right-of-way line of State Trunk Highway 31, 32.50 feet; thence, S89°02'04"E, 341.56 feet; thence, S00°57'56"W, 277.61 feet; thence, S89°02'04"E, 369.18 feet; thence, S00°57'56"W, 164.31 feet; thence, N89°02'04"W, 53.00 feet; thence, S00°57'56"W, 474.58 feet; thence, N89°02'04"W, 349.39 feet; thence, S00°57'56"W, 213.13 feet; thence, S76°05'21"W, 67.30 feet; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 291.39 feet bearing N40°35'11"W to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 36.73 feet bearing N59°14'03"W to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the north, having a chord length of 128.47 feet bearing N77°29'11"W to a point of reverse curve; thence along the arc of a 167.50 foot radius curve concave to the south, having a chord length of 59.61 feet bearing N68°14'34"W TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 11.900 acres to be the same more or less.

Wisconsin Real Estate Transfer Tax $ 119.00

TO HAVE AND TO HOLD, the above granted and bargained premises, together with any improvements thereon and all appurtenances thereunto belonging, to the Grantee, its successors and assigns, forever, but subject to (i) restrictions, easements, reservations, covenants and conditions ~~of record~~ set forth on Exhibit A hereto; (ii) zoning ordinances which do not prohibit the use of the premises for a retail department store, if any, and (iii) real estate taxes and assessments, both general and special, not yet due and payable.

The Grantor covenants with the Grantee, its successors and assigns, that except as aforesaid, the above granted and bargained premises are free from all encumbrances made by the Grantor and that it does warrant and will defend the same to the Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through or under the Grantor and against none other.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized partners

as of this 21st day of December, 1979.

In the Presence of:

RACINE JOINT VENTURE

By _____
R. E. Jacobs, Partner

By _____
David H. Jacobs, Partner

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R. E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 21st day of December, 1979.

_____
Notary Public
[illegible] Attorney At Law
[illegible] State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

This Instrument Prepared By:

David W. Pancoast, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145

EXHIBIT A - ATTACHED TO AND FORMING PART OF LIMITED WARRANTY DEED DATED AS OF DECEMBER 21, 1979 FROM RACINE JOINT VENTURE TO J. C. PENNEY PROPERTIES, INC.

1. Access Covenant recorded in Volume 1263, Page 139.

2. Agreement between Racine County and Grantor dated December 14, 1979 and recorded immediately prior to the recording of this Deed.

All recording references are to recording in the records of the Register's Office of Racine County, Wisconsin.

1066870

Register's Office }
Racine County, Wis. } SS.
Received for Record 20th day of December A.D., 1979 at 4:17 o'clock P. M. and recorded in Volume 1545 of Records on page 229-230

Stanley F. Bialecki
Register of Deeds

5.00

State of Wisconsin/ Department of Transportation
Form 116-65

DOCUMENT NO.

This Indenture, Made by Racine County, a quasi-municipal corporation .

, a Corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, grantor, of Racine County, Wisconsin, hereby conveys and warrants to The State of Wisconsin, Department of Transportation, Division of Highways

grantee, of ~~County~~, Wisconsin, for the sum of Good and Valuable Consideration ~~Dollars~~

891365

See Attached Page 2

Register's Office } SS.
Racine County, Wis.

Received for Record 27 day of October A.D., 19 71 at 10:35 o'clock A M. and recorded in Volume 1109 of Deeds on page 341-342

Stanley F. Bialecki
Register of Deeds

3.00

The consideration stated herein is payment in full for the property described herein and includes full compensation for items of damage set forth in sec. 32.09, Wisconsin Statutes, assuming the completion of the improvements contemplated by the relocation order or orders upon which this instrument is based.

Compensation for additional items of damage listed in sec. 32.19, Wisconsin Statutes, has not been included. If any such items are shown to exist, the owner may file claims as provided in sec. 32.20, Wisconsin Statutes.

IN WITNESS WHEREOF, the said grantor has caused these presents to be signed by , its President, and countersigned by , its Secretary, at , Wisconsin, and its corporate seal to be hereunto affixed, this 18th day of October A.D. 19 71

Racine County, Wisconsin
Corporate Name
Richard E. La Fave
County Board Chairman, Richard E. La Fave

Countersigned:
James A. Flood
County Clerk, James A. Flood
By: Beverly J. Hoppe Deputy County Clerk

Signed and Sealed in Presence of
Cecil F. Mehring, Jr.
Donald E. Zanz

STATE OF WISCONSIN
Racine County } ss.

Personally came before me, this 18th day of October, A.D., 19 71, Richard E. La Fave Chairman, and Beverly J. Hoppe Deputy County Clerk of the above-named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such Chairman and Deputy County Clerk of said Corporation, and acknowledge that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

James W. Lavin
James W. Lavin
(SEAL) Notary Public, Racine County, Wisconsin
My commission expires Aug. 27, A.D., 19 72

RECEIVED FOR RECORD
DAY OF
A. D., 19 . AT
O'CLOCK M. AND RECORDED IN VOL.
OF PAGE
COUNTY

THIS INSTRUMENT WAS DRAFTED BY THE STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS

Negotiated by

Project I.D. 1322-1-21/T014-3(34)

Parcel No. 57

VOL 1109 PAGE 341

891365
1109-341
Oct 27 1971

Fee Title in and to the following tract of land in Racine County, State of Wisconsin, described as:

That part of the southeast one-quarter of the southeast one-quarter of Section 23 and the west one-half of the southwest one-quarter of Section 24, Township 3 North, Range 22 East, described as follows:

The south 69 feet of the west 848.11 feet of the east 1323.96 feet of said southeast one-quarter.

Also, commence at the southwest corner of said southwest one-quarter; thence South 89° 02' 04" East 310.54 feet along the south line of said southwest one-quarter; thence North 11° 30' 26" East, along the centerline of S.T.H. 31, 788 feet to a south property line of the owner and the point of beginning of this description; thence North 11° 30' 26" East 202.35 feet along said centerline; thence North 11° 49' 05" East along said centerline 899.7 feet to the owners north property line; thence westerly along said property line to a point which is 70 feet North 78° 10' 55" West of said centerline; thence southwesterly, parallel with and 70 feet northwesterly of said centerline, to the owners south property line; thence easterly along the owners property line to the point of beginning of this description.

This parcel contains 1.79 acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on December 17,1971. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

Fee Exempt 77.25 #2

State of Wisconsin / Department of Transportation

R-O-106-68

VOL 1110 PAGE 334 DOCUMENT NO.

EXC

AWARD OF DAMAGES
BY STATE OF WISCONSIN
Section 84.09(2)

This award of damages is made pursuant to a relocation order of the State of Wisconsin Department of Transportation, Division of Highways, dated July 6, 19 71, and filed in the office of the County Clerk of Racine County, for the improvement of S. T. Highway 11, in Racine County.

The State of Wisconsin has determined it necessary to acquire, for the purpose set forth in and in accordance with said relocation order, a parcel of real estate and/or rights therein as hereinafter set forth, in and to which the following persons have an interest: Racine County, a Quasi-Municiple Corporation

The interest acquired by this award is for

See Page 2

891777

Register's Office } SS.
Racine County, Wis.

Received for Record 4 day of November A.D., 19 71 at 10:53 o'clock A M. and recorded in Volume 1110 of Records on page 334-336

Stanley F. Bialecki
Register of Deeds

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on See attached Description, ~~Exxxxx~~

The State of Wisconsin, having complied with all jurisdictional requirements pursuant to law, hereby makes this award of damages to the above-named persons having an interest in said parcel of real estate, in the sum of Twenty Nine Thousand One Hundred and no/100

Dollars ($ 29,100.00), for the acquisition of said parcel of real estate and/or interests therein as hereinbefore set forth.

RECEIVED FOR RECORD

_____ DAY OF _____

A.D., 19____, AT _____

O'CLOCK ____M. AND RECORDED IN VOL. _____ OF _____ PAGE _____

_____
REGISTER OF DEEDS

_____ COUNTY

STATE OF WISCONSIN/DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

By _____
Highway Commission Secretary

Pursuant to authority granted by motion duly made, seconded, and adopted on OCT 25 1971
Date

This instrument was drafted by the State of Wisconsin, Department of Transportation, Division of Highways.

Project I.D. 1322-1-21/T014-3(34)

Parcel No. 67

LC0188

1110 PAGE 334

1661 by 4 pm

Fee Title in and to the following tract of land in Racine County, State of Wisconsin, described as:

That part of the northwest one-quarter, of the southwest one-quarter and the southeast one-quarter of Section 24, Township 3 North, Range 22 East, described as follows:

Begin in the south line of Section 24 at a point 310.54 feet South 89° 02' 04" East of the southwest corner of said section; thence North 11° 30' 26" East 990.35 feet along the centerline of S.T.H. 31; thence North 11° 49' 05" East 1126.24 feet along said centerline; thence North 12° 20' 07" East 643.12 feet along said centerline; thence North 19° 38' 40" East 75.73 feet along said centerline; thence North 88° 27' 58" East along the owners north property line to a point 70 feet South 70° 21' 20" East of said centerline; thence southwesterly parallel with said centerline to a point which is 135 feet North 11° 30' 26" East and 70 feet South 78° 29' 34" East of the point of beginning; thence South 77° 47' 01" East 116.17 feet to a point which is 207.45 feet South 89° 02' 04" East and 97.25 feet North 0° 57' 56" East of the point of beginning; thence South 89° 02' 04" East 1902.82 feet to a point which is 222.19 feet North 89° 02' 04" West and 97.25 feet North 0° 57' 56" East of the south one-quarter corner of Section 24; thence easterly and parallel with the reference line of S.T.H. 11 to a point which is 1602.08 feet North 89° 28' 36" West and 61 feet North 0° 31' 24" East of the southeast corner of said section (as measured along and from the south line of said southeast one-quarter).

The reference line begins at a point of curve which is 222.19 feet North 89° 02' 04" West and 36.25 feet North 0° 57' 56" East of the south one-quarter corner of Section 24; (the radius of said curve bears South 0° 57' 56" West 11,459.16 feet); thence easterly and to the right along a 0° 30' curve 444.33 feet; thence South 86° 48' 46" East 291.28 feet to a point of curve; thence easterly and to the left along a 0° 30' curve 532.79 feet to a point in the south line of said section; thence South 89° 28' 36" East 1602.08 feet to the southeast corner of Section 24.

Thence easterly to a point which is 1468.33 feet North 89° 28' 36" West and 54 feet North 0° 31' 24" East of the southeast corner of said section; thence South 89° 28' 36" East to a point in the west line of Ohio Street; thence South 1° 50' 42" East along the west line of said street to the south line of Section 24; thence North 89° 28' 36" West to the south one-quarter corner of Section 24; thence North 89° 02' 04" West to the point of beginning of this description.

Also, that part of the west 20 acres of the northwest one-quarter of the northeast one-quarter of Section 25, Township 3 North, Range 22 East, lying between the above described reference line of S.T.H. 11 and a line 61 feet southerly of, as measured normal to, said reference line.

This parcel contains 8.61 acres, more or less, exclusive of lands previously conveyed or dedicated for highway purposes.

A limited highway easement for the right to construct cut and/or fill slopes, including for such purpose the right to operate necessary equipment thereon and the right of ingress and egress as long as required for such public purpose, including the right to preserve, protect, remove, or plant thereon, any vegetation that the highway authorities may deem necessary or desirable. This easement is to terminate upon the completion of this project or on the day the highway is open to the traveling public, whichever is later. In and to the following tract of land in Racine County, Wisconsin, described as:

A 10 foot strip of land lying adjacent and northerly of the above described right of way from a point 920.68 feet South 89° 02' 04" East of the southwest corner of Section 24 to a point 1602.08 feet North 89° 28' 36" West of the southeast corner of Section 24.

Also, the south 69 feet of the east 868.33 feet of the southeast one-quarter of said Section 24.

Also a 20 foot strip of land lying adjacent and southerly of the above described right of way in the west 20 acres of the northwest one-quarter of the northeast one-quarter of said Section 25.

Also, all existing, future or potential common law or statutory easements or rights of access between the right of way of the highway, currently designated as S.T.H. 11, and all of the abutting remaining real property of the owner, whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway.

VOL 1110 PAGE 335

The east 610.14 feet of the west 920.68 feet of the southwest one-quarter of the southwest one-quarter of said Section 24.

Also, all existing, future or potential common law or statutory easements or rights of access between the right of way of the highway, currently designated as S.T.H. 31, and all of the abutting remaining real property of the owner,

whether acquired by separate conveyance or otherwise, where the following described real estate abuts on the said highway: The southerly 400 feet of the southwest one-quarter of the southwest one-quarter of said Section 24, as measured along the centerline of S.T.H. 31.

Said parcel of real estate and/or interests therein will be occupied by the State of Wisconsin or its agents on December 17, 1971. However, at the sole discretion of the State of Wisconsin, said parcel and/or interests therein may be reasonably occupied after the date of acquisition by utility companies for the purpose of adjusting their facilities to accommodate the proposed highway construction.

(2)

AGREEMENT

THIS AGREEMENT, made and entered into this 8th day of September 1972, by and between FEDERATED DEPARTMENT STORES, INC., a Delaware corporation (hereinafter called "Federated"), and RACINE COUNTY, a Wisconsin Quasi-Municipal corporation (hereinafter called "County");

W I T N E S S E T H:

WHEREAS, County has, as of the date hereof, conveyed to Federated certain real property located in Racine County, Wisconsin, and more completely described in Exhibit A, attached hereto and made a part hereof by this reference (hereinafter called the "Property"); and

WHEREAS, Federated and County have agreed as provided herein, in lieu of all prior agreements between the parties, except any agreements entered into on even date herewith.

NOW, THEREFORE, in consideration of the sum of $1.00, paid by Federated, receipt of which is hereby acknowledged by County and in further consideration of the mutual promises herein contained, the parties agree as follows:

1. Options.

(a) If within five (5) years from the date hereof Federated has not commenced or caused to be commenced the construction of a regional shopping center (as hereinafter defined in Paragraph 2) on the Property, County shall have the option to purchase the Property from Federated and Federated thereupon agrees to sell the Property to County. In addition, if for any reason said construction is not commenced within the said five (5) year period, Federated shall have the option to sell the Property to County and County thereupon agrees to purchase the Property from Federated. In the event either of the above options is exercised, the purchase price for the Property shall be the same price as paid for the Property by Federated (including any interest paid), plus the amount, if any, expended by Federated for any public or private physical improvements made upon or for the benefit of the Property before the exercise of the option.

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(b) The options provided for above shall be exercised by the party desiring to exercise its option giving written notice to the other party within sixty (60) days after the end of the said five (5) year period. Within sixty (60) days after exercise of the option first exercised Federated shall give written notice to County of the amount of the purchase price provided for in the above options. The sale shall be closed at a mutually agreed time and place within ninety (90) days after exercise of the option first exercised. At the closing Federated shall tender to County its Special Warranty Deed conveying title to the Property to County and County shall tender to Federated its certified check for the purchase price..

(c) For purposes of this Paragraph 1:

(i) Construction shall be deemed commenced at such time as grading or like site work is commenced.

(ii) Private improvements shall include, without limitation, offsite and onsite utility and road improvements but shall not include architectural and other professional fees.

2. Shopping Center. It is understood that in the event a regional shopping center is constructed on the Property it shall be of a quality of design and stores comparable to that of the presently existing Brookfield Square in Brookfield, Wisconsin. It shall contain at least one major department store which shall be a Boston Store or a department store of comparable quality. The shopping center shall have at least 450,000 square feet of enclosed store building and mall areas.

3. Building Location. Federated agrees that no gasoline dispensing facility or free standing building or structure shall be located nearer than 500 feet from the nearest point of the nearest hospital building presently in existence, without the written consent of the Racine County Board of Supervisors.

4. Warranty Regarding Assessments. County represents and warrants that it has no knowledge of any planned public improvements which may result in special assessment with respect to the Property excepting the proposed north-south street adjoining generally the easterly boundary of the Property and

proposed 16" water main along State Highways 11 and 31 to the south and west of the Property and that no governmental agency has served any notice requiring repairs, alterations or corrections of any existing conditions.

5. Lighting and Noise Generating Areas. Federated recognizes proximity of existing County institutions to the north and proposed park to the east of the Property and agrees to use due diligence in design, construction and use of all parking lot lighting, and in the location and construction of any high-level noise generating areas, all as consistent with reasonable shopping center standards, so as to minimize or eliminate inconvenience to the occupants of the said County institutions and proposed park.

6. Abandonment of Water Mains. County does hereby abandon and release totally all interest, easement, title or any other rights whatsoever possessed by County in that certain water main going from High Ridge Hospitals to Sunnyrest Hospital insofar as the said water main crosses over or upon the Property at any point or place. In addition, County does abandon and release totally its interest, easement, title or any other rights whatsoever it possesses in that water main which goes from High Ridge Hospitals to the Town of Mt. Pleasant Town Hall and which water main crosses the Property at its northwest corner. Federated agrees that County may continue to use the above water mains until such time as Federated gives written notice to County to terminate its use of the water mains. Federated agrees not to give said notice before January 1, 1973 and further agrees that County shall have 120 days from the giving of said notice to terminate use of the water mains.

7. Abandonment of Sanitary Sewer. County does hereby abandon and release totally all interest, easement, title or any other rights whatsoever possessed by County in that certain sanitary sewer which runs from High Ridge Hospitals to Highway 11 in a generally northerly and southerly direction, insofar as the said sanitary sewer line crosses the Property at any point or place whatsoever. Federated agrees that County may continue to use the above sanitary sewer until such time as Federated gives written notice to County to terminate its use of the sanitary sewer. Federated agrees not to give said notice before January 1, 1973 and further agrees that County shall have 120 days from the giving of said notice to terminate use of the sanitary sewer.

8. Abandonment of Electric and Telephone Lines and Poles. County does hereby abandon and release totally all interest, easement, title or

VOL 1149 PAGE 20

any other rights whatsoever possessed by County in that certain electric line, including poles, which goes from High Ridge Hospitals to Sunnyrest Hospital in a generally northerly and southerly direction, insofar as said electric line and poles cross or touch the Property at any point or place whatsoever. In addition, County does hereby abandon and release totally any interest, title or any other rights whatsoever it possesses in that telephone line, including poles, which runs, along the same electric service line described above, in a generally northerly and southerly direction between High Ridge Hospitals and Sunnyrest Hospital and which crosses or touches the Property at any point or place whatsoever. Federated agrees that County may continue to use the above electric and telephone lines and poles until such time as Federated given written notice to County to terminate its use of the electric and telephone lines and poles. Federated agrees not to give said notice before January 1, 1973 and further agrees that County shall have 120 days from the giving of said notice to terminate use of the electric and telephone lines and poles.

9. Water Drainage. Federated does hereby acknowledge the location and placement of a certain storm drainage tile which now accommodates the roof drainage water for all the buildings at High Ridge Hospitals. Federated does agree to integrate the said High Ridge storm drainage tile which is now located along the northern, middle area of said Property into its internal storm drainage tile which is planned to be constructed upon the Property, if and when such tile is constructed. It is understood and agreed that Federated shall be obligated by this Agreement to accept into its internal storm drainage tile only water drainage from the existing buildings at High Ridge Hospitals as presently constructed. Federated also agrees to accommodate into said internal storm drainage system all that normal surface water drainage from the land to the north of the Property which is presently occupied by High Ridge Hospitals as such property is presently improved to the extent that normal surface water drainage at the time of the signing of this agreement would provide drainage to and onto the Property.

10. Sale to Developer. It is understood that Federated plans to sell all or a substantial part of the Property to a developer (hereinafter called "Developer"), subject to the terms and conditions of this Agreement, and that Developer will carry out many of the obligations of Federated hereunder. Count agrees that performance by Developer or by anyone else acting on behalf of

Federated or Developer shall, for purposes of this Agreement, constitute performance by Federated. County agrees that any expenditures made by or for Developer for public or private improvements shall be considered as expended by Federated for purposes of computing the purchase price under the options contained in Paragraph 1 hereof. County further agrees that in the event of the exercise of any option pursuant to Paragraph 1 hereof to accept the reconveyance to County of all or a portion of the Property from Developer in lieu of conveyance by Federated.

11. Miscellaneous.

(a) Time is of the essence with respect to any agreements to be performed hereunder.

(b) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Upon written notice by Federated or County the other party agrees to execute an instrument, in form suitable for recording, stating whether or not construction has commenced within the meaning of Paragraph 1 hereof; it being understood that once construction has commenced the options contained in Paragraph 1 are terminated.

(d) Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if mailed by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the respective parties at the addresses stated below:

Federated Department Stores, Inc. 222 West Seventh Street Cincinnati, Ohio . 45202	Racine County County Court House Racine, Wisconsin
Attention: Real Estate Department	Attention: County Clerk

or to such other address as either party may from time to time specify in a notice given as provided above to the other party.

(e) Paragraph headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement, or any way affect its provisions.

(f) This Agreement constitutes the entire agreement of the

VOL 1149 PAGE 263

parties and supersedes entirely all prior oral or written agreements, including but not limited to: Federated's offer to purchase dated May 13, 1969; County's acceptance of said offer, dated June 10, 1969; Federated's concurrence to the terms and conditions of the acceptance, dated June 20, 1969 and the agreement between Federated and County dated February , 1971.

IN WITNESS WHEREOF, the undersigned, representing that they are duly and properly authorized to enter into this Agreement, have cause this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Done at Cincinnati, Ohio, this 5th day of September, 1972.

FEDERATED DEPARTMENT STORES, INC.

(SEAL)

Attest: _____ Secretary

By _____ Vice President

In the presence of:

_____

_____

Done at Racine, Wisconsin, this 8th day of September, 1972.

RACINE COUNTY

(SEAL)

Attest: _____

By _____

In the presence of:

_____

_____

STATE OF OHIO)
) ss
COUNTY OF HAMILTON)

September 5 1972

On this day, before me, personally appeared JAMES B. SELONICK and BORIS AUERBACH who being by me duly sworn, did say that they are VICE PRESIDENT and SECRETARY of FEDERATED DEPARTMENT STORES, INC., a Delaware corporation; that they know the seal of said corporation and that the seal affixed to said instrument is the corporate seal said corporation; and that said instrument was signed and sealed on behalf o

said corporation by authority of its Board of Directors; and said officers acknowledged said instrument to be the free act and deed of said corporation.

Rosemary W. Plogman
Notary Public

ROSEMARY W. PLOGMAN
Notary Public, Hamilton County, Ohio
My Commission Expires Mar. 11, 1972

STATE OF WISCONSIN)
) ss
COUNTY OF RACINE)

September 8th, 1972

On this day, before me, personally appeared Richard E. LaFave who being by me duly sworn, did say that ~~they are~~ he is an officer of RACINE COUNTY, a Wisconsin Quasi-Municipal corporation; that ~~they~~ he know the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by proper authority; and said acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
Commission Permanent

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VOL 1149 PAGE 266

EXHIBIT A

This Exhibit A is attached to and forms a part of that certain Agreement entered into as of the 8th day of September, 1972, by and between FEDERATED DEPARTMENT STORES, INC., a Delaware corporation, and RACINE COUNTY, a Wisconsin Quasi-Municipal corporation.

That part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, bounded as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 24; run thence S89°28'36"E 992.09 feet on the South line of the said Southeast 1/4; thence N01°33'26"W 61.18 feet to a point on a curve of Southwesterly convexity whose radius is 11,398.29 feet and whose chord bears N88° 00'16"W 474.11 feet, said point being on the Northerly line of right-of-way of State Trunk Highway "11" and the point of beginning of this description; thence Northwesterly 474.14 feet on the arc of said curve and said right-of-way to its point of tangency; thence N86°48'46"W 291.28 feet on said right-of-way to a point of curvature of a curve of Northeasterly convexity whose radius is 11,520.16 feet and whose chord bears N87°55'25"W 446.66 feet; thence Northwesterly 446.69 feet on the arc of said curve and said right-of-way to its point of tangency; thence N89°02'04"W 1902.81 feet on said right-of-way; thence N77°46'59"W 116.17 feet on said right-of-way to its intersection with the Easterly line of right-of-way of State Trunk Highway "31"; thence N11°30'26"E 855.16 feet on said right-of-way; thence N11°49'06"E 534.47 feet on said right-of-way; thence N89°51'41"E 1861.27 feet; thence S01°08'19"E 100.00 feet; thence N89°51'41"E 1068.68 feet to a point on a curve of Northwesterly convexity whose radius is 746.41 feet and whose chord bears S05°18'08"W. 186.07 feet; thence Southwesterly 186.62 feet on the arc of said curve to its point of tangency; thence S01°33' 26"E 1188.82 feet to the point of beginning.

Containing approximately 97.75 acres.

907926

Register's Office } SS.
Racine County, Wis. }

Received for Record 8th day of September A.D., 1972 at 11:11 o'clock A M. and recorded in Volume 1149 of Records on page 259-266

Stanley F. Bialecki
Register of Deeds

PREPARED BY:

ROBERT H. SCOTT, ESQ.

Re: Part of the South ½ of Section 24 Township 3 North Range 22 East. Town of Mt. Pleasant, Racine County, Wisconsin.

CERTIFICATE

Pursuant to the provisions of that certain Agreement (hereinafter called the "Agreement") between FEDERATED DEPARTMENT STORES, INC., a Delaware corporation and RACINE COUNTY (hereinafter called "Racine County"), a Wisconsin Quasi-Municipal corporation, dated September 8, 1972, recorded in Volume 1149 of Records pages 259-266 as Document 907926 on September 8, 1972 in the Office of the Register of Deeds for Racine County, Wisconsin, Racine County does hereby certify that:

as of September 27, 1973 no construction has commenced within the meaning of Paragraph 1 of the Agreement and the options contained in Paragraph 1 are still in full force and effect.

IN WITNESS WHEREOF, the undersigned, representing that they are duly and properly authorized to enter into this Certificate, have caused this Agreement to be executed by its duly authorized officers as of this 27th day of September, 1973.

Done at Racine Wisconsin as of the 27th day of September, 1973.

(SEAL) RACINE COUNTY

Attest: Dennis J. Thom By: Richard E. LaFave

STATE OF WISCONSIN)
) ss
COUNTY OF RACINE)

On this day, before me, personally appeared Richard E. LaFave who being by me duly sworn, did say that he is an officer of RACINE COUNTY, a Wisconsin Quasi-Municipal corporation; that he knows the seal of said corporation and that the seal affixed to the instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by proper authority; and said Richard E. LaFave acknowledged said instrument to be the free act and deed of said corporation.

Dennis J. Thom
Notary Public

Prepared By:

Robert H. Scott, Jr., Esq.

VOL 1198 PAGE 483

VOL 1198 PAGE 484

Register's Office
Racine County, Wis. } SS. 928938

Received for Record 28th day of
September A.D., 1993 at 11:00
o'clock A.M. and recorded in Volume 1198
of Records on page 483-484

Stanley F. Bialecki
Register of Deeds

2.00

908515

908515 1150-481

1150-481

Sept. 19, 1972

EASEMENT

An underground water main easement is hereby granted by Racine County to the City of Racine Water Department, along the entire southerly and a portion of the westerly borders of the following described property:

That part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, bounded as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 24; run thence S89°28'36"E 992.09 feet on the South line of the said Southeast 1/4; thence N01°33'26"W 61.18 feet to a point on a curve of Southwesterly convexity whose radius is 11,398.29 ft. and whose chord bears N88°00'16"W 474.11 feet, said point being on the Northerly line of right-of-way of State Trunk Highway "11" and the point of beginning of this description; thence Northwesterly 474.14 feet on the arc of said curve and said right-of-way to its point of tangency; thence N86°48'46"W 291.28 feet on said right-of-way to a point of curvature of a curve of Northeasterly convexity whose radius is 11,520.16 feet and whose chord bears N87°55'25"W 446.66 feet; thence Northwesterly 446.69 feet on the arc of said curve and said right-of-way to its point of tangency; thence N89°02'04"W 1902.81 feet on said right-of-way; thence N77°46'59"W 116.17 feet on said right-of-way to its intersection with the Easterly line of right-of-way of State Trunk Highway "31"; thence N11°30'26"E 855.16 feet on said right-of-way; thence N11°49'06"E 534.47 feet on said right-of-way; thence N89°51'41"E 1861.27 feet; thence S01°08'19" 100.00 feetE;thence N89°51'41"E 1068.68 feet to a point on a curve of Northwesterly convexity whose radius is 746.41 feet and whose chord bears S05°18'08"W 186.07 feet; thence Southwesterly 186.62 feet on the arc of said curve to its point of tangency; thence S01°33'26"E 1188.82 feet to the point of beginning.

Containing 97.75 acres.

This easement shall be along the entire southerly border of the referred-to-property and shall be along said southerly border from a point commencing at the southerly property line and extending in depth 25 ft. inward to the north.

Further, there shall be an easement along a portion of the westerly border of said property from a point commencing on the said westerly property line and extending 25 feet inward to the east. The 25-foot easement on the westerly border of the subject parcel shall extend from that point at the corner of the parcel where the southerly and westerly borders meet and extend to the north for 265 feet.

The easement granted to the City of Racine Water Department shall include a right by the City of Racine Water Department to install, insulate, operate, and maintain an underground water main within the area defined by the easement. It is expressly understood by all parties to this easement, their successors and assigns, that Racine County, its successors and assigns, reserve the right to pave with cement or blacktop the entire area defined in this easement except insofar as it would otherwise be prohibited by law, and to place other utilities within such area. It is understood, however, that no other utility will be placed within eight (8) feet of the underground water main. The City of Racine Water Department will provide, on demand, maps identifying the location of any underground water main installed. Also the City of Racine Water Department will fill and compact any soil removed or displaced during installation of the said underground water main. The City of Racine Water Department agrees to restore any improvements, damaged during the installation, operation, or maintenance of the said water main.

Consideration for this easement shall be $1.00 and other good and valuable consideration, payment of which is made by the City of

Racine Water Department and receipt of which is hereby acknowledged by Racine County.

Dated this 8 day of SEPTEMBER, A.D., 1972.

WITNESSES:

Gilbert Berthelsen

Beverly J. Hoppe

RACINE COUNTY

By: Richard E. LaFave

By: James A. Fay

CITY OF RACINE WATER DEPARTMENT

Edward A. Kreuziger

H. W. Ruston

By: Kenneth L. Duck

By: William H. W. Ittner

908515

Register's Office
Racine County, Wis.
Received for Record 19 day of
Sept. A.D., 19 72 at 3:25
o'clock P M. and recorded in Volume 1150
of Records on page 481-483

Stanley F. Bielecki
Register of Deeds

VOL 1150 PAGE 483

4.00

923374

NON-EXCLUSIVE EASEMENT

Dtd & ack March 30, 1973

FOR AND IN CONSIDERATION of the sum of One and No/100 Dollars ($1.00) to it paid, the receipt whereof is hereby acknowledged, FEDERATED DEPARTMENT STORES, INC., a Delaware Corporation, grantor, does hereby by Vice Pres & Secretary give and grant to

WISCONSIN ELECTRIC POWER COMPANY,

grantee, its successors and assigns, the right, permission and authority to construct, install, operate, maintain and replace conduit and cables underground for the purpose of transmitting electrical energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, in and under the south four (4) feet, the west four (4) feet of the south two hundred sixty-five (265) feet, the north four (4) feet of the south twenty-five (25) feet, the east four (4) feet of the west twenty-five (25) feet of the south two hundred sixty-five (265) feet of grantor's premises in the Southeast One-quarter (SE 1/4) and the Southwest One-quarter (SW 1/4) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, City of Racine, Racine County, Wisconsin; said premises being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 24; run thence S89°28'36"E 992.09 feet on the South line of the said Southeast 1/4; thence N01°33'26"W 61.18 feet to a point on a curve of southwesterly convexity whose radius is 11,398.29 feet and whose chord bears N88°00'16"W 474.11 feet, said point being on the Northerly line of right-of-way of State Trunk Highway "11" and the point of beginning of this description; thence Northwesterly 474.14 feet on the arc of said curve and said right-of-way to its point of tangency; thence N86°48'46"W 291.28 feet on said right-of-way to a point of curvature of a curve of northeasterly convexity whose radius is 11,520.16 feet and whose chord bears N87°55'25"W 446.66 feet; thence Northwesterly 446.69 feet on the arc of said curve and said right-of-way to its point of tangency; thence N89°02'04"W 1902.81 feet on said right-of-way; thence N77°46'59"W 116.17 feet on said right-of-way to its intersection with the Easterly line of right-of-way of State Trunk Highway "31"; thence N11°30'26"E 855.16 feet on said right-of-way; thence N11°49'06"E 534.47 feet on said right-of-way; thence N89°51'41"E 1861.27 feet; thence S01°08'19"E 100.00 feet; thence N89°51'41"E 1068.68 feet to a point on a curve of Northwesterly convexity whose radius is 746.41 feet and whose chord bears S05° 18'08"W 186.07 feet; thence Southwesterly 186.62 feet on the arc of said curve to its point of tangency; thence S01°33'26"E 1188.82 feet to the point of beginning,

VOL 1185 PAGE 515

923374

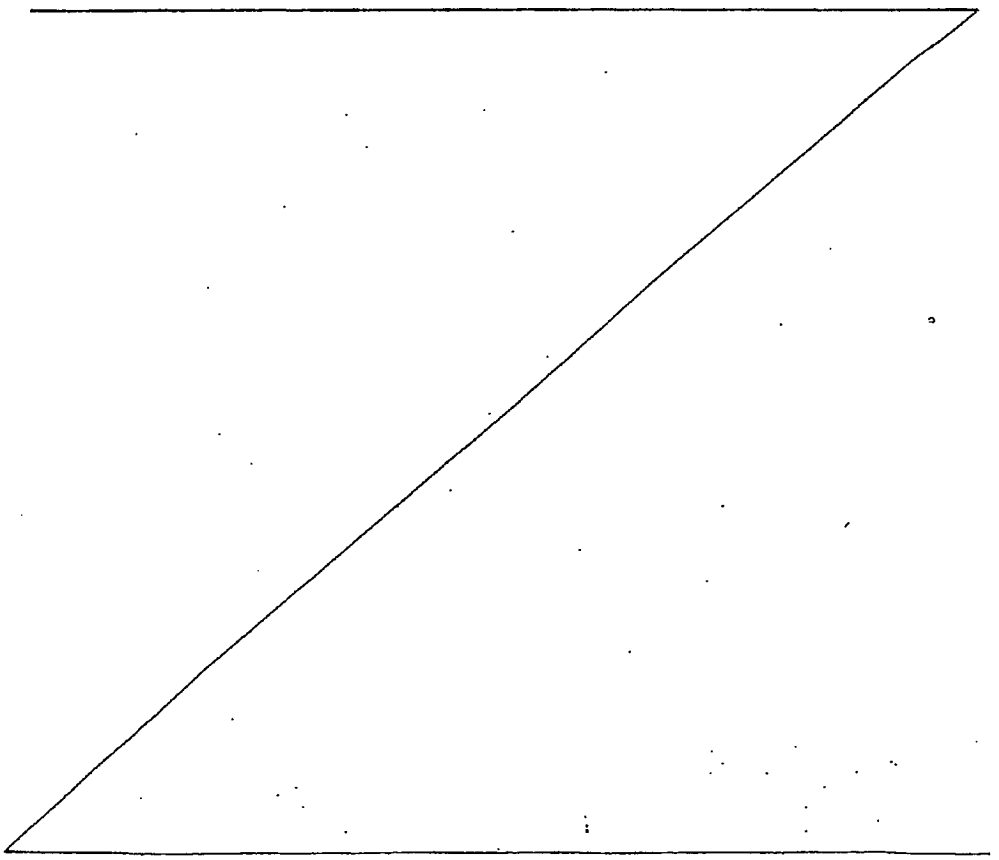
1185-515

June 26, 1973

subject, however, to the unrecorded easement dated September 8, 1972, granted by Racine County, Wisconsin, to the City of Racine, Wisconsin, (Water Department) with respect to said premises.

The right, permission and authority is also granted said grantee to enter upon the portion of the above described premises in and under which an easement is herein granted for the purpose of exercising the rights herein acquired.

It is expressly understood by all parties to this easement, their successors and assigns, that the grantor, its successors and assigns, reserve the right to pave with cement or blacktop and to otherwise use and enjoy the surface of the entire area defined in this easement except insofar as it would otherwise be prohibited by law and to place other utilities within such area. It shall be an express condition of this easement that the grantee will fill and compact any soil removed or displaced during installation of the said underground electric current conduits and cables. The grantee further agrees to restore any improvements damaged during the construction, installation, operation, maintenance or replacement of the said electric current conduits and cables.



IN WITNESS WHEREOF, the said FEDERATED DEPARTMENT STORES, INC., has caused these presents to be signed by its VICE president and attested to by its ___ Secretary, and its corporate seal hereunto affixed this 30th day of March, 1973

In Presence of:

Sylvia J. Zinc

Jane A. Greensmith

FEDERATED DEPARTMENT STORES, INC.

By James B. Seldnick Vice President

ATTEST:

By Boris Auerback Secretary

STATE OF OHIO)
) SS.
Hamilton County)

Personally came before me this 30th day of March, 1973, JAMES B. SELDNICK, VICE President and BORIS AUERBACH, ___ Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such VICE President and ___ Secretary of the above named corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said corporation, by its authority.

Rosemary Alexander
Notary Public, ROSEMARY ALEXANDER
Notary Public, Hamilton County, Ohio
My Commission Expires Nov. 11, 1977

Register's Office
Racine County, Wis. } SS.
Received for Record 26th day of June A.D., 1973 at 1:33 o'clock P M. and recorded in Volume 1185 of Records on page 515-517

923374

Stanley F. Bialecki
Register of Deeds

4.00

F.D.O. R-546
6-MO 91-5000
SDS 4-27-73
AGT 4-27-73

VOL 1185 PAGE 517

THIS INSTRUMENT WAS DRAFTED BY RICHARD G. FOLLACK
-ON BEHALF OF WISCONSIN ELECTRIC POWER COMPANY

DOCUMENT #

1727848

Document Number

CONVEYANCE OF RIGHTS IN LAND

REGISTER'S OFFICE
RACINE COUNTY, WI

RECORDED

2000 MAY 16 AM 8:55

MARK A. LADD
REGISTER OF DEEDS

RETURN TO:
WISCONSIN DEPARTMENT OF
TRANSPORTATION
P O BOX 798
WAUKESHA, WI 53187-0798

(Parcel Identification Number)

CONVEYANCE OF RIGHTS IN LAND, made by **WISCONSIN ELECTRIC POWER COMPANY**, grantor, hereby grants to the **STATE OF WISCONSIN, DEPARTMENT OF TRANSPORTATION,** grantee, for the sum of $1.00 (one dollar), and other good and valuable consideration, acknowledged hereby to be payment in full for the easement and rights herein conveyed, ~~and for all damages, including the relocation or other alteration of certain transmission lines and supporting structures~~ and the right to cross, traverse, or otherwise occupy with a public highway certain lands in, on, or over which the grantor holds prior rights by virtue of ~~title~~, easement, license, or other legal device. The said lands are situated in the City of Racine and Town of Mt. Pleasant, Racine County, Wisconsin, and are shown on the map marked Plat of Right-of-Way required for Project I.D 3340-00-23, filed by the grantee with the County Clerk and the County Highway Committee of the said County as required by Section 84.09(1), Wisconsin Statutes. Said map marked Plat of *Right-of-Way* bears a revision date of May 20, 1999.

Legal Description: Located in the Southwest ¼ of Section 24, Township 3 North, Range 22 East, in the City of Racine, and also in the Northwest ¼ of Section 25, Township 3 North, Range 22 East, in the Town of Mt. Pleasant, all in Racine County, Wisconsin; that part of the following easements recorded in the Register of Deeds for Racine County:

Dated March 19, 1993, recorded March 30, 1993 in Volume 2236, Page 813, as Document No. 1411772;
Tax ID 51-008-03-22-25-052-000 Parcel 43

Dated March 30, 1973, recorded June 26, 1973 in Volume 1185, Page 515, as Document No. 923374.
Tax ID 23876-43 Parcel 44.

All lying within the right of way acquired or to be acquired for STH 31 under Project ID 3340-00-23, Parcel 90.

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This grant is made for the purposes of constructing, operating, and maintaining a public highway and appurtenant facilities on, over, under, or across the said lands.

The grantor reserves to itself the right to cross, traverse, or otherwise occupy these lands with the present and future overhead or underground transmission lines and appurtenant facilities and supporting structures in a manner consistent with the purposes of this grant, and in a manner which will not interfere with normal highway maintenance and operation, provided, however, that the costs of any relocation or alteration of the said transmission lines, appurtenant facilities, or supporting structures when required by the grantee for any reason, including accommodating expanded or additional highway facilities on or across said lands, will be paid by the grantee, and provided further that the costs of such relocation or alteration, or of the installation of new or additional facilities when done at the instance of and for the purposes of the grantor, will be defrayed by the grantor.

This grant shall be binding on the grantor, grantee, and their successors or assigns.

Dated this 19th day of January 2000.

WISCONSIN ELECTRIC POWER COMPANY

By: Michael James
Michael James
Manager of Property Management

Project I.D. 3340-01-43
Parcel 90 (Electric Operations)

STATE OF WISCONSIN)
)ss
MILWAUKEE COUNTY)

Personally came before me this 19th day of January, 2000, Michael James, Manager of Property Management for **WISCONSIN ELECTRIC POWER COMPANY**, known to me to be the person who executed the foregoing instrument and to me known to be such Manager of Property Management of said corporation, and acknowledged that he executed the foregoing instrument in such capacity.

Teresa M. Kochaver
Notary Public State of Wisconsin
My commission expires April 21, 2002

WE File No. 970142

\\pedcqcpb\repos\data\as\real estate\cor\970142r.doc

r:\data\we\template\real estate\agrconve.dot

This instrument was drafted by Tim Eckblad on behalf of Wisconsin Electric Power Company.

955530

1263-139

May 8, 1975

Register's Office
Racine County, Wis. } ss.
Received for Record
May A.D. 19 75 at 1:26
o'clock P. M. and recorded in Volume 1263
of Records on page 139-143

955530 Stanley F. Bialecki 16.00

ACCESS COVENANT

WHEREAS Federated Department Stores, Inc., a Delaware Corporation, having its office at 222 West Seventh Street, Cincinnati, Ohio 45202, and Racine Joint Venture, a partnership having its principal office at 25425 Center Ridge Road, Cleveland, Ohio 44145, are the owners of certain lands located in that part of the southeast one-quarter and the southwest one-quarter of Section 24, Town 3 North, Range 22 East, in Racine County, Wisconsin and more particularly described in Volume 1149, Page 257 of the records in the Racine County Registry (hereinafter referred to as the "lands"); and

WHEREAS it is the intent of the aforesaid owners to develop a shopping center on said lands; and

WHEREAS the State of Wisconsin, Department of Transportation, Division of Highways, has reconstructed State Trunk Highway 11 (Durand Avenue) as a divided highway adjacent to the southern boundary of the above described lands; and

WHEREAS the State of Wisconsin, Department of Transportation, Division of Highways, is developing plans for the improvement of State Trunk Highway 31 (Green Bay Road) as a divided highway adjacent to the western boundary of the above described lands; and

WHEREAS it is agreed that certain access controls and access points are necessary for the orderly flow of vehicular traffic along the aforementioned State Trunk Highways and for the orderly flow of traffic to and from the proposed shopping center; and

WHEREAS the County of Racine, located in the State of Wisconsin, has a certain vested interest in the hereinbefore described parcel of land, and

WHEREAS the Racine County Board, on January 28, 1975, unanimously adopted Report No. 129 as jointly prepared by their Highway and Parks Committee, and their

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Business Administration Committee, and whereas such report recommends that the county board chairman and the county clerk sign the access agreement jointly with Racine Joint Venture;

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NOW THEREFORE, it is hereby covenanted and agreed as follows:

1. Access to State Trunk Highway 11 (Durand Avenue) from the above described lands shall be limited to the following access points located at Station 165+25, Station 173+00 and Station 182+31 of Highway Project 1322-1-21 on file with the Wisconsin Division of Highways and shown on Exhibit A dated 4-11-75 as attached hereto. Two additional access points from the aforesaid lands to State Trunk Highway 11, each restricted to right turns to and from the highway, may be constructed at locations no less than 250 feet easterly of the centerline of the above described access point located at Station 182+31.

2. Access to State Trunk Highway 31 (Green Bay Road) shall be limited to two (2) access points located at Station 126+43 and at Station 134+90 of Highway Project 2390-1-21 on file with the Wisconsin Division of Highways and shown on Exhibit A hereto. Two additional access points from the aforesaid lands to State Trunk Highway 31, each restricted to right turns to and from the highway may be constructed between Stations 130+00 and 133+50 as shown on Exhibit A dated 4-11-75 as attached hereto.

3. Each of the above means of access except the additional access points restricted to right turns to and from each of the highways shall have no lateral access or approaches thereto within a distance of 100 feet beyond the limits of the highway right-of-way. If and when the aforesaid lands are developed, such access restriction shall be controlled by the construction of curb and gutter along each side of each of the said access roads, said construction to be at no cost to the Wisconsin Division of Highways.

4. It is expressly understood that these covenants shall run with the land and shall forever bind the owners of the hereinbefore described lands, their heirs,

administrators, executors and assigns unless or until said covenants or any part thereof are released in writing by the State of Wisconsin, Department of Transportation, Division of Highways, or its successor.

IN WITNESS WHEREOF, Federated Department Stores, Inc., a State of Delaware Corporation, authorized to do business in the State of Wisconsin, has caused this covenant to be signed by James B. Selonick, its Senior Vice President, and countersigned by Jack L. Ratzkin, its Assistant Secretary, at Cincinnati, Ohio, and its corporate seal hereunto affixed this 18th day of April, 1975.

Signed and Sealed in the presence of:

FEDERATED DEPARTMENT STORES, INC.

By James B. Selonick, Senior Vice President

Attest: Assistant Secretary

State of Ohio)
)SS:
County of Hamilton)

Personally came before me, this 18th day of April, 1975 James B. Selonick and Jack L. Ratzkin, of the above-named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be Senior Vice President and Assistant Secretary of said corporation, and acknowledge that they executed the foregoing instrument as such officers of deed of such Corporation by its authority.

Notary Public

ROSEMARY ALEXANDER
Notary Public, Hamilton County, Ohio
My Commission Expires Nov. 11, 1979

IN WITNESS WHEREOF, Racine Joint Venture, a partnership having its principal office at 25425 Center Ridge Road, Cleveland, Ohio, authorized to do business in the State of Wisconsin, has caused this covenant to be signed by R.E. Jacobs, General Partner, and David H. Jacobs General Partner, at Cleveland, Ohio this 26th day of March, 1975.

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Signed in the Presence of:

David W Sweeney

Gladys Wagner

David W Sweeney

Gladys Wagner

RACINE JOINT VENTURE

R.E. Jacobs

David H. Jacobs

State of Ohio)
) SS:
County of Cuyahoga)

Personally came before me, this 26th day of March, 1975 R.E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of Racine Joint Venture and that the same was their free act and deed and the free act and deed of such partnership.

David W Sweeney

David W. Sweeney
Notary Public
State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

IN WITNESS WHEREOF, the Racine County Board has caused this covenant to be signed by John Margis, Jr., its County Board Chairman and countersigned

by James A. Fay, Jr., its County Clerk, at Racine, Wisconsin, and its corporate seal hereunto affixed this 1st day of May, 1975.

Signed and Sealed in the Presence of:

RACINE COUNTY

Kathleen M. Brand

John Margis, Jr., County Board Chairman

Kathleen M. Brand

James A. Fay, County Clerk

State of WISCONSIN)
) SS:
County of RACINE)

Personally came before me, this 1st day of May, 1975 John Margis, Jr. and James A. Fay, of the above-named county, to me known to be County Board Chairman and County Clerk of said county, and acknowledge that they executed the foregoing instrument as such officers of deed of such county by its authority.

Notary Public, Racine County, Wis.
My Commission expires 1/21/79.

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sta.182+31
sta.192+45
TWO ADDITIONAL ACCESSES RESTRICTED TO RIGHT IN RIGHT OUT
250'
200'
N 07°58'25" W
N 00°40'48" W
261.20'
N 00°00'00" W
424.11'
440.00'
EXHIBIT A
DRAWING NUMBER
DRAWN BY
WF
SCALE:
1"=100'
DATE:
4-11-75
JACOBS, VISCONSI & JACOBS CO.
DEVELOPERS
25125 CENTER RIDGE ROAD
CLEVELAND, OHIO 44145
Area Code 216-871-4800
RAD

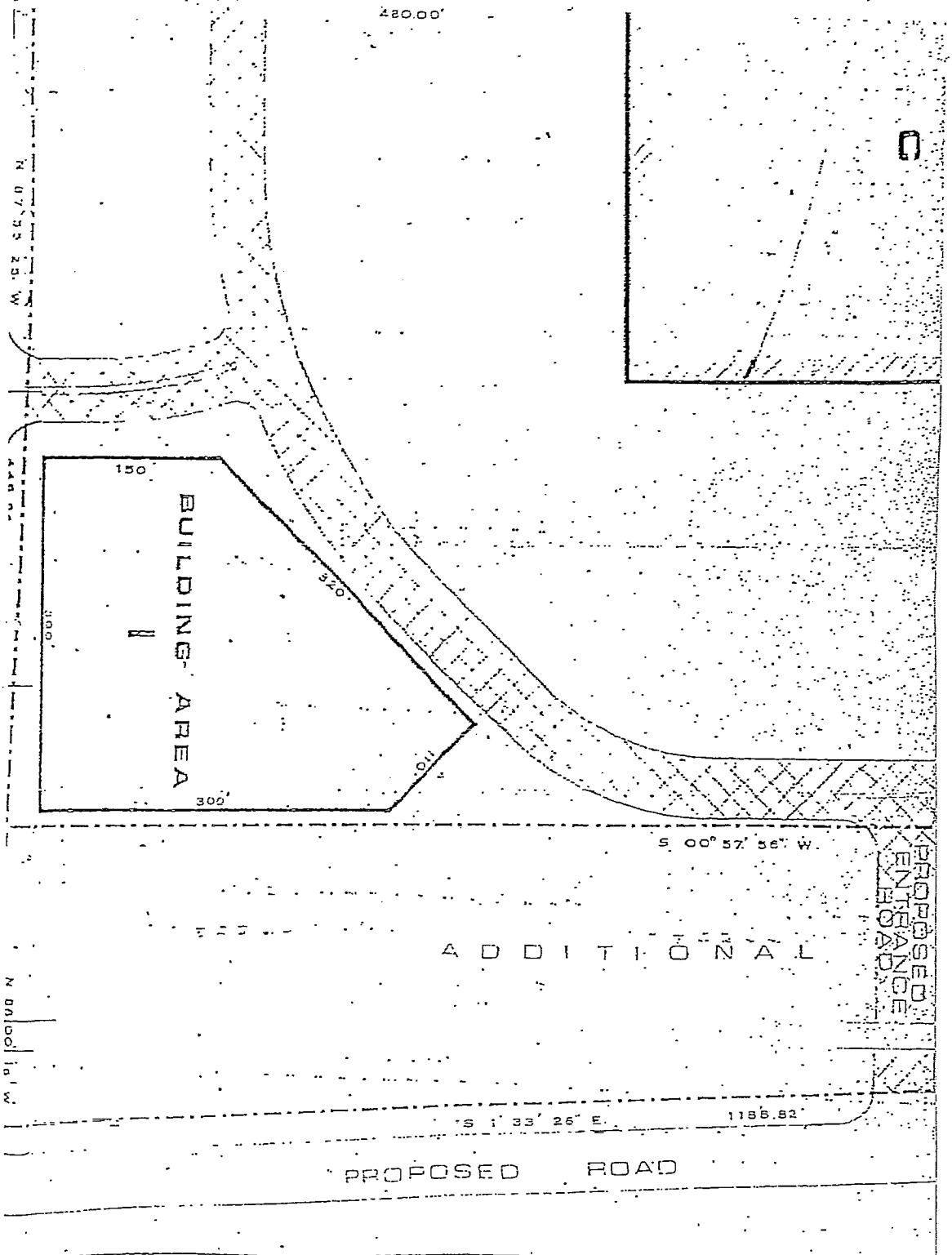

EXHIBIT A
TO ACCESS COVENANT
RACINE, WISCONSIN

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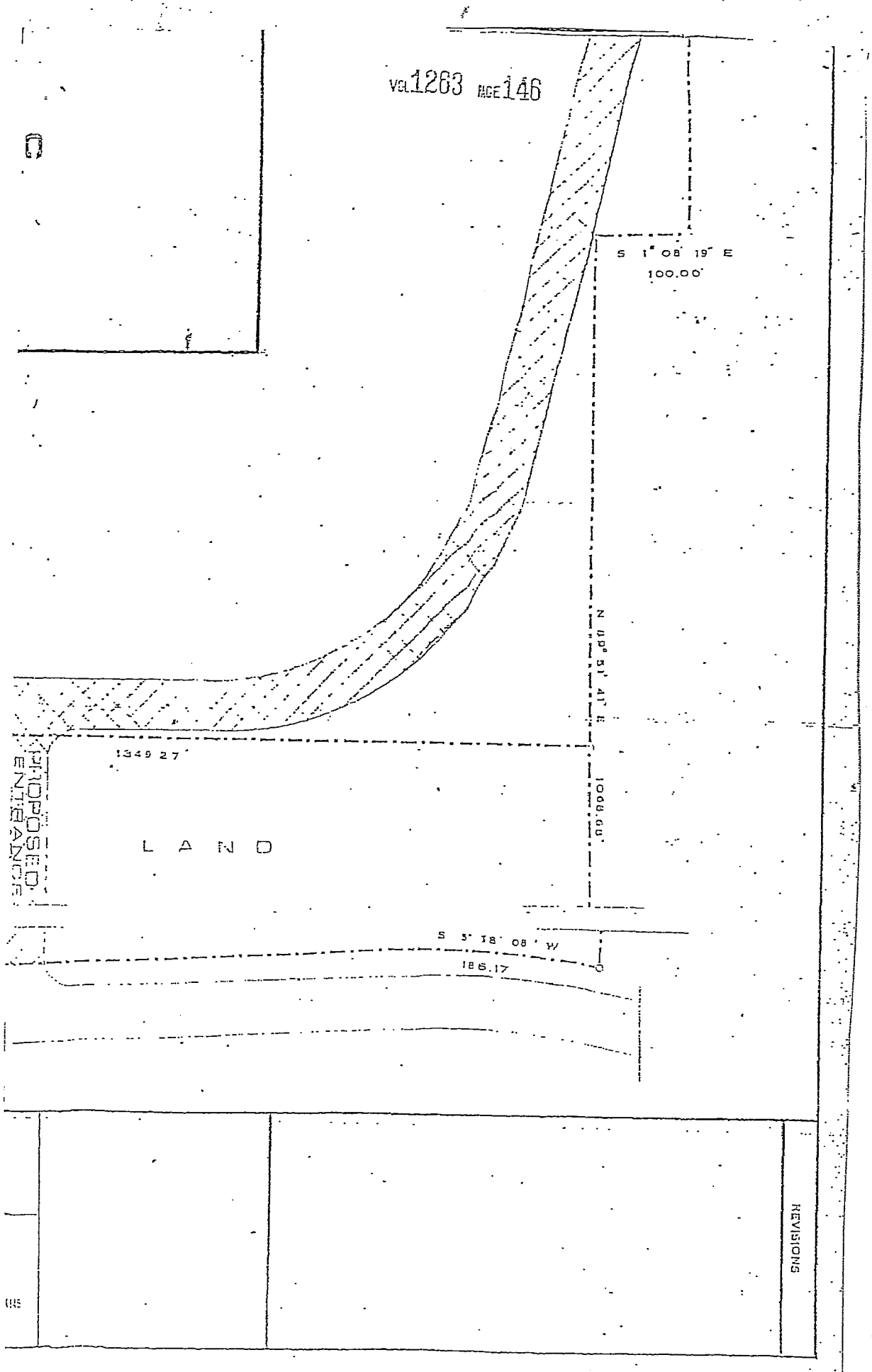
LOUIS RESNICK • A.I.A.
ARCHITECT
25935 CENTER RIDGE ROAD CLEVELAND, OHIO 44145
Area Code 216-871-4800


VOL 1283 PAGE 146
S 1° 08' 19" E
100.00
N 00° 51' 41" E
1066.00
1349.27
PROPOSED ENTRANCE
LAND
S 3° 18' 08" W
186.17
REVISIONS

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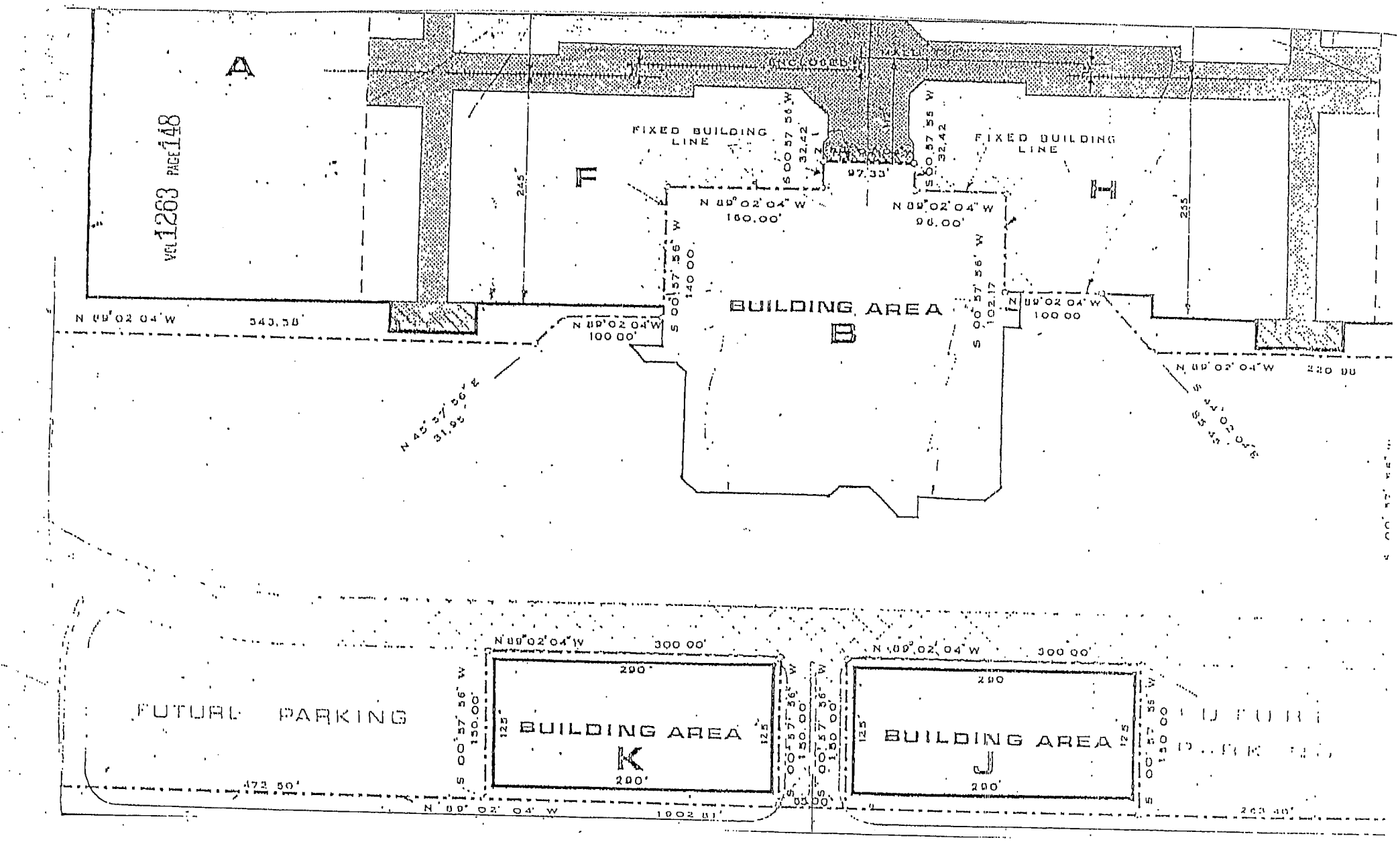
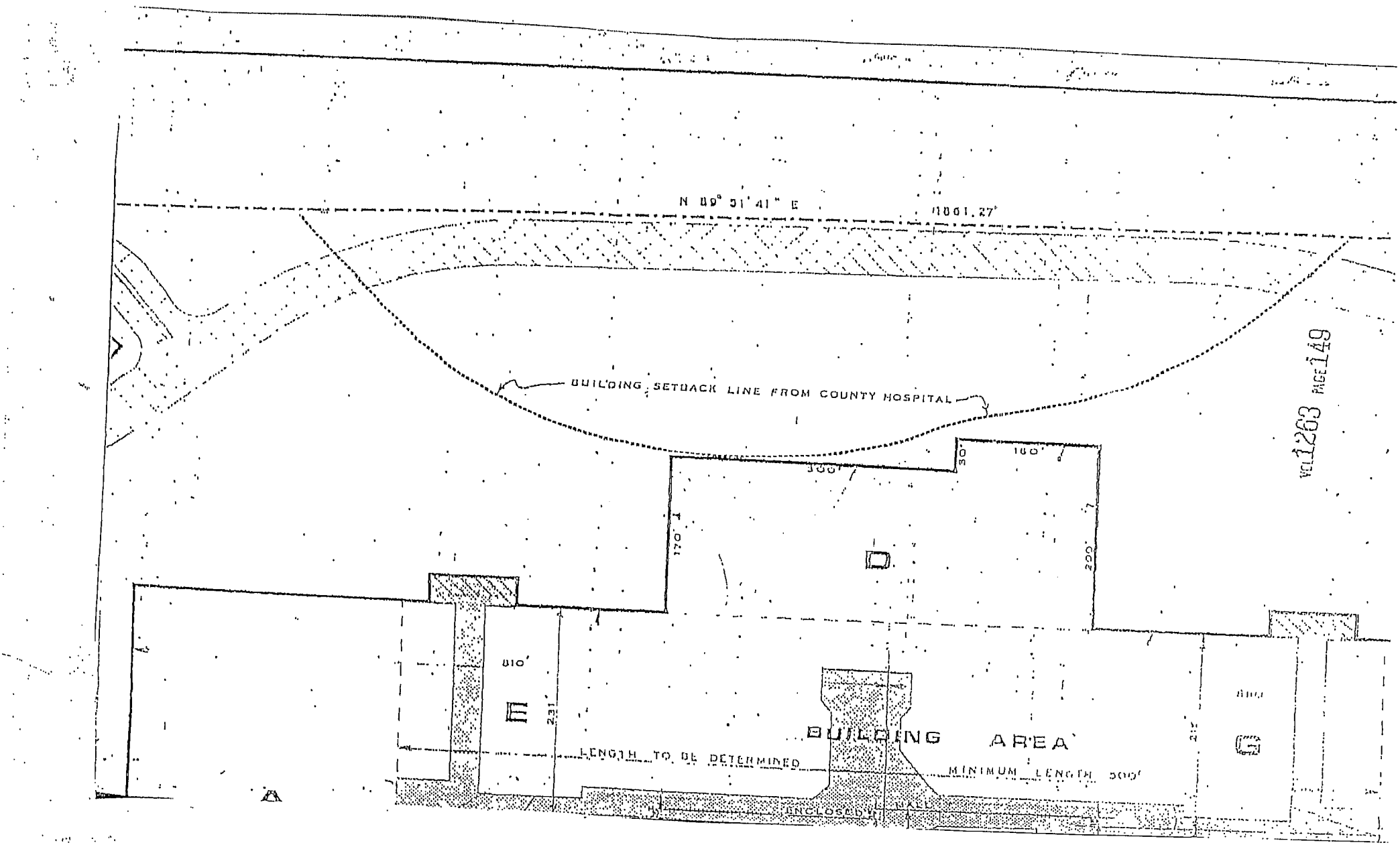
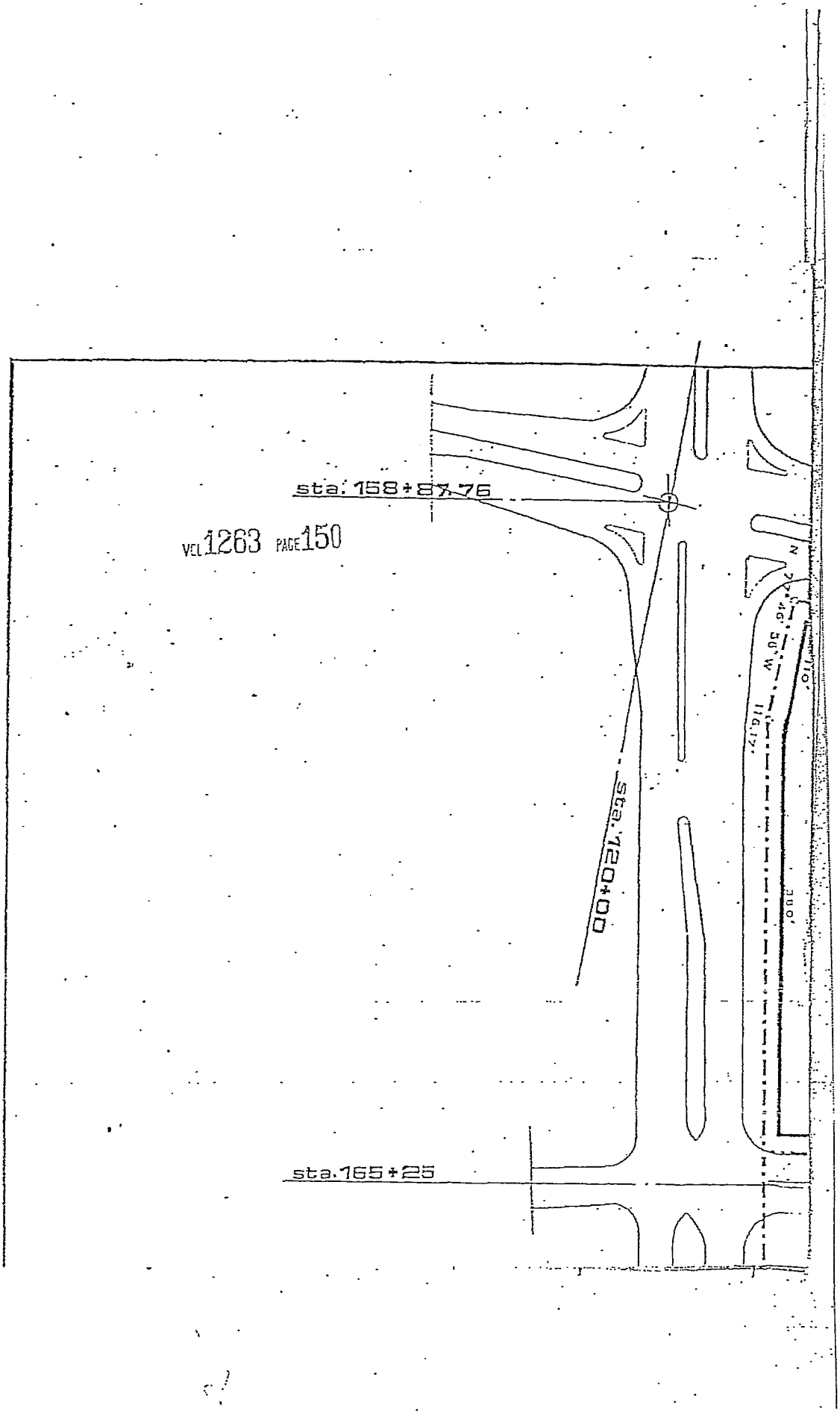
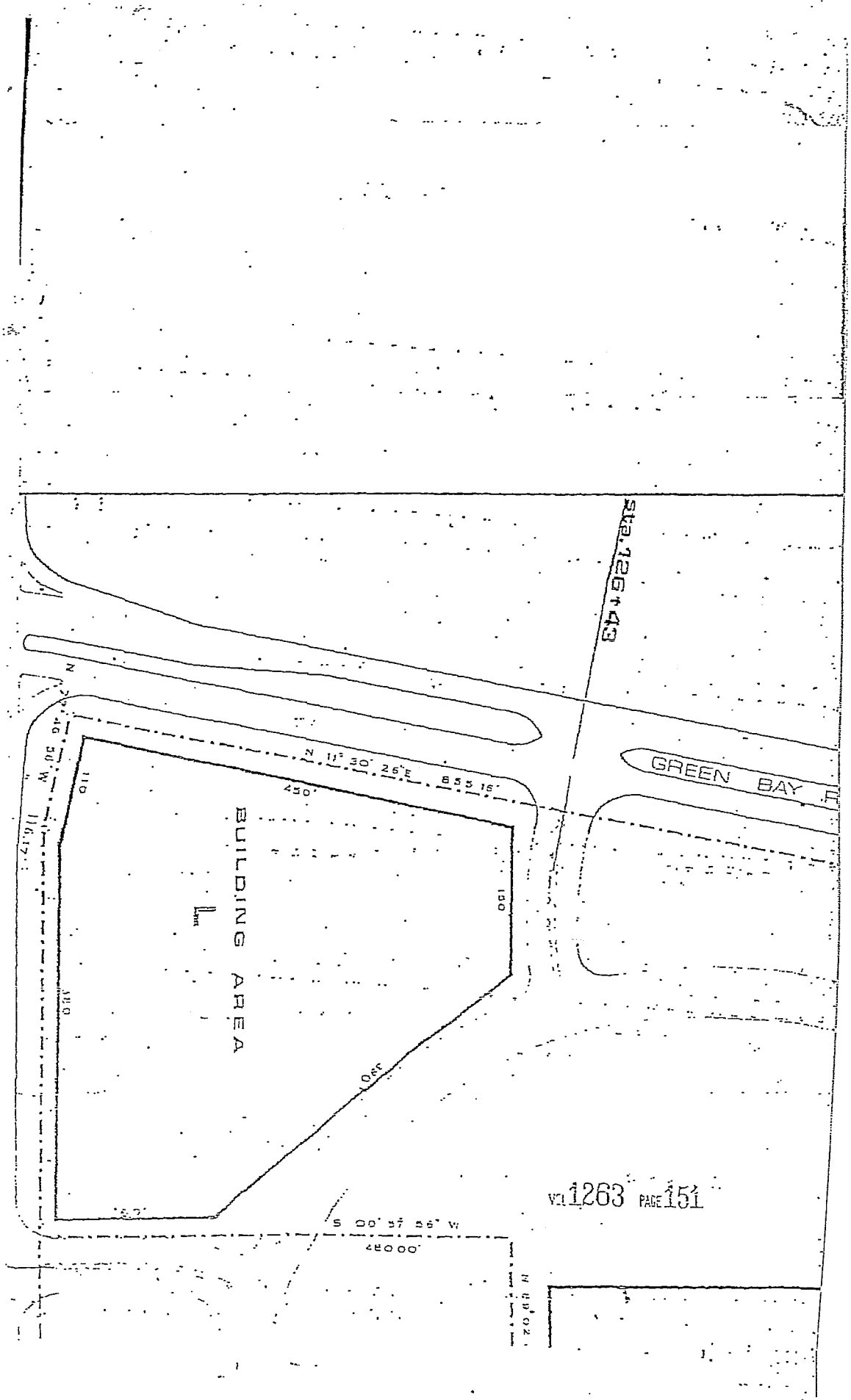

A
VOL 1263 PAGE 148
FIXED BUILDING LINE
FIXED BUILDING LINE
BUILDING AREA B
N 89° 02' 04" W 343.58'
N 89° 02' 04" W 100.00'
N 89° 02' 04" W 160.00'
N 89° 02' 04" W 96.00'
N 89° 02' 04" W 100.00'
N 89° 02' 04" W 220.00
S 00° 57' 56" W 140.00'
S 00° 57' 56" W 102.17'
S 00° 57' 56" W 32.42'
S 00° 57' 56" W 32.42'
97.33'
245'
255'
N 43° 37' 56" E 31.82'
FUTURE PARKING
N 89° 02' 04" W 300.00'
N 89° 02' 04" W 300.00'
290'
290'
125'
125'
125'
125'
BUILDING AREA K
200'
BUILDING AREA J
200'
S 00° 57' 56" W 150.00'
S 00° 57' 56" W 150.00'
S 00° 57' 56" W 150.00'
S 00° 57' 56" W 150.00'
473.50'
N 89° 02' 04" W 1002.81'
263.30'


N 89° 51' 41" E
1861.27'
BUILDING SETBACK LINE FROM COUNTY HOSPITAL
VOL 1263 PAGE 149
300'
30'
160'
170'
200'
D
810'
E
231'
BUILDING AREA
LENGTH TO BE DETERMINED
MINIMUM LENGTH 300'
ENCLOSED
A
G


sta. 158+87.76
VOL 1263 PAGE 150
sta. 120+00
sta. 165+25
N 24° 50' W
117.11'
300'


Sta. 126+43
GREEN BAY R
N 11° 30' 26" E 855.15'
450'
BUILDING AREA
110'
150'
150'
S 00° 37' 56" W
480.00'
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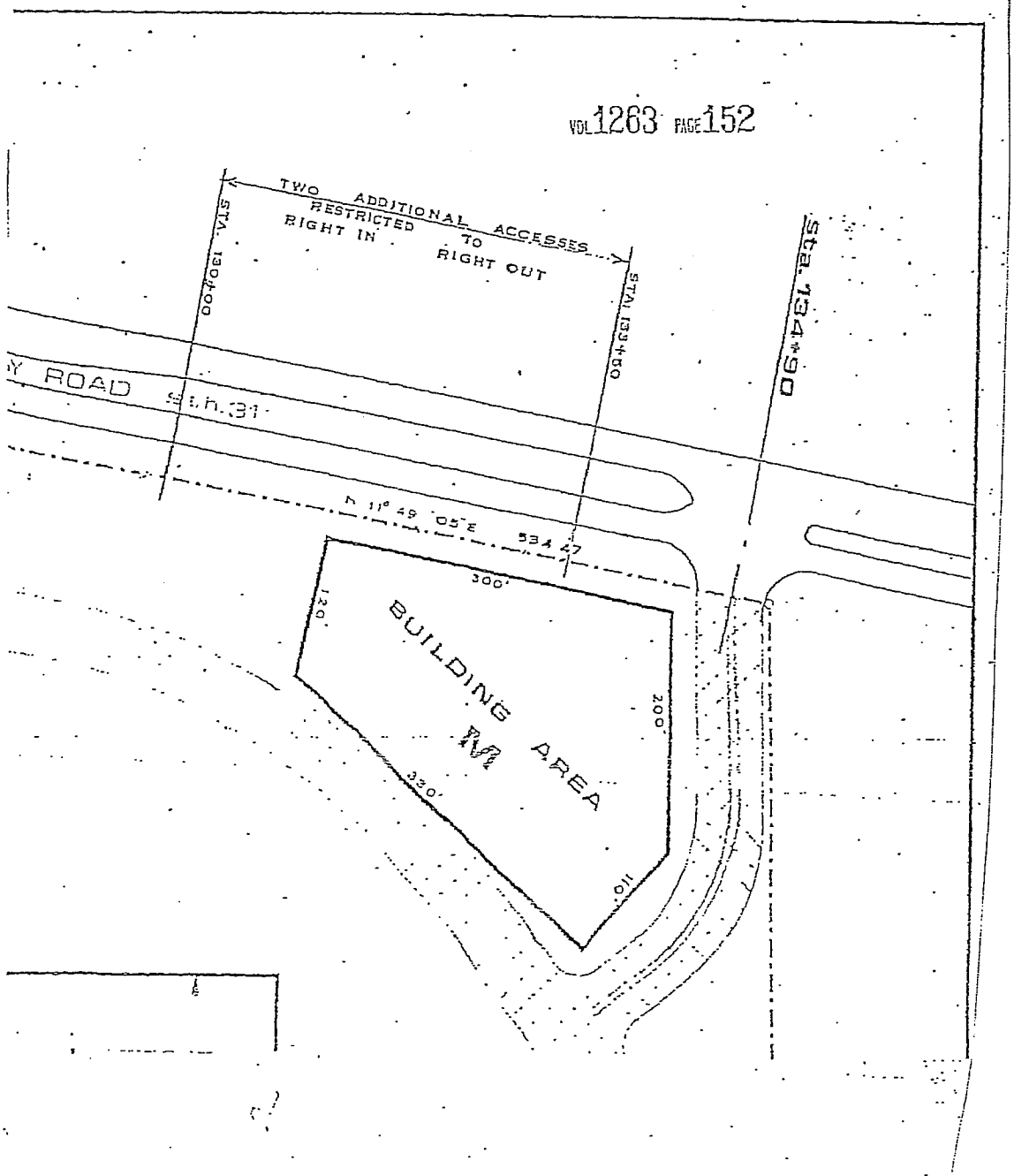
VOL 1263 PAGE 152



1008628

1397-123

Aug 23, 1977

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) to it paid, the receipt whereof is hereby acknowledged, RACINE COUNTY, a municipal body corporate of the State of Wisconsin, grantor, does hereby give and grant to

WISCONSIN ELECTRIC POWER COMPANY, W600

grantee, its successors and assigns, the right, permission and authority to construct, install, operate, maintain and replace conduit and cables underground for the purpose of transmitting electrical energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, upon, in and under a strip of land lying in the West one-half (W½) of Section 24, Township 3 North, Range 22 East, Town of Mt. Pleasant, Racine County, Wisconsin. Said strip of land 10 feet in width and running parallel to the easterly right of way line of relocated STH-31 as shown on the "Plat of Right of Way Required" filed in accordance with Sections 84.02 (3) and 84.09 of Wisconsin Statutes with the Clerk for Racine County and shall be as shown on the drawing annexed hereto, marked Exhibit "A" and made a part hereof.

The right, permission and authority is also granted said grantee to enter upon said premises of the grantor for the purpose of exercising the rights herein acquired, but the grantee agrees to restore the premises of the grantor, as nearly as is reasonably possible, to the condition existing prior to such entry.

IN WITNESS WHEREOF, the said RACINE COUNTY, by appropriate action of its Board of Supervisors, has caused these presents to be signed by its Chairman and attested to by its County Clerk, and its corporate seal hereunto affixed this 25th day of March, 1975.

In Presence of:

RACINE COUNTY

Dennis J. Flynn

By John Margis, Jr. Chairman

ATTEST:

Dennis J. Flynn

By James A. Fay County Clerk

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STATE OF WISCONSIN)
)SS:
Racine COUNTY)

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Personally came before me this 25th day of March, 1975, John Margis, Jr., Chairman; and James A. Fay, County Clerk, of the above named municipal corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Chairman and County Clerk of said municipal corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said municipal corporation, by its authority, and pursuant to Resolution No._____ adopted by its Board of Supervisors on the 25th day of March, 1975.

I.D.O. R-665

420-WO 01-4049
RGS 3-10-75
RCJ 3-10-75

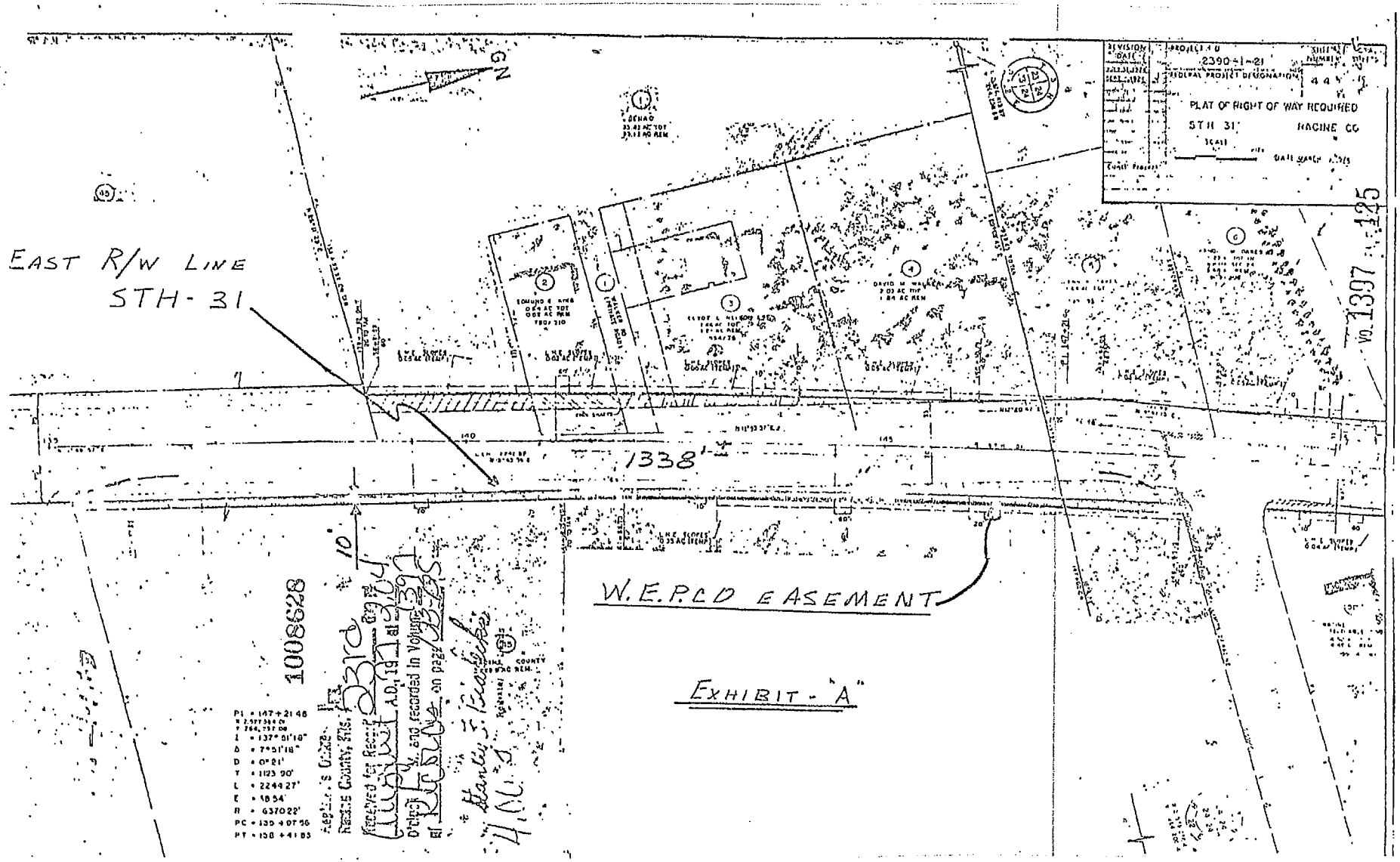
Dennis J. Flynn
Notary Public, Racine County, WI.
My commission ~~expires~~ is permanent.

This Instrument Was Drafted By

Robert C. Just
On Behalf of Wisconsin Electric Power Company

Revised 3-20-75 By

Cecil F. Mehring, Jr. - County Highway Engr.
On Behalf of Racine County


EAST R/W LINE
STH-31
1338'-±
W.E.P.C.O EASEMENT
EXHIBIT - "A"
PLAT OF RIGHT OF WAY REQUIRED
STH 31
RACINE CO
2390-41-21
Vol. 1307 Page 125
1008628
Received for Record
Racine County, Wis.
Duly recorded in Volume
and recorded in Volume
on page
10'

ASSIGNMENT, ASSUMPTION, CONSENT AND RELEASE

THIS ASSIGNMENT, ASSUMPTION, CONSENT AND RELEASE, made and entered into as of the 22nd day of August, 1977, by and among FEDERATED DEPARTMENT STORES, INC., a Delaware corporation (hereinafter called "Federated"), RACINE JOINT VENTURE, a general partnership (hereinafter called "JVJ"), and RACINE COUNTY, a Wisconsin Quasi-Municipal corporation (hereinafter called "County").

W I T N E S S E T H:

WHEREAS, Federated and County entered into a certain Agreement, dated September 8, 1972 and recorded in Volume 1149, Page 259 in the Office of the Register of Deeds of Racine County, Wisconsin (hereinafter called "Agreement") which contains, inter alia, an option in favor of County to purchase from Federated and an option in favor of Federated to sell to County certain property acquired by Federated from County which is described on Exhibit A thereto on terms and conditions set forth therein in the event that Federated has not commenced or caused to be commenced the construction of a regional shopping center, as therein defined, on said property on or before September 8, 1977, a copy of said Agreement being attached hereto as Exhibit 1 and made a part hereof;

WHEREAS, Federated and County entered into a certain Supplemental Understanding, dated September 8, 1972 (hereinafter called "Supplemental Understanding") which sets forth certain obligations of the parties thereto with respect to the improvement of a north-south public street from State Trunk Highway 11 to 21st Street along the easterly boundary line of the property described on Exhibit A to the Agreement and the obligation of Federated to pay any special assessments which may be levied by the City of Racine for the

improvement of said public street and the obligation of the County to make partial reimbursement to Federated for such special assessment in the event the County sells or transfers to a non-municipal user the land adjacent and to the east of said public street, a copy of said Supplemental Understanding being attached hereto as Exhibit 2 and made a part hereof;

WHEREAS, County and Federated entered into a certain Supplementary Agreement, dated October 27, 1972 (hereinafter called "Supplementary Agreement") interpreting and supplementing the Agreement to the effect that grading on the property described in Exhibit A to the Agreement within the 25' easement granted by the County of Racine, Wisconsin to the City of Racine, Wisconsin, Water Department shall not constitute "commencing of construction" within the meaning of Paragraph 1 of the Agreement, a copy of said Supplemental Agreement being attached hereto as Exhibit 3 and made a part hereof;

WHEREAS, the Agreement, Supplemental Understanding and Supplemental Agreement are hereinafter collectively referred to as the "County Agreement"); and

WHEREAS, JVJ is desirous of having Federated assign all its rights, duties and obligations under the County Agreement to JVJ and JVJ is willing to assume all of Federated's rights, duties and obligations under the County Agreement, and the County is willing to consent to such assignment and assumption and to release Federated from any and all duties, obligations and liability under the County Agreement.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) paid by each party to the other and of other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Federated hereby assigns to JVJ all of its rights, duties and obligations under the County Agreement, and JVJ hereby assumes all of the rights, duties and obligations of Federated under the County Agreement.

2. County hereby consents to the foregoing assignment by Federated and assumption by JVJ and hereby releases Federated from any and all duties, obligations and liability under the County Agreement.

3. This Assignment, Assumption, Consent and Release shall be effective only in the event that on or before September 8, 1977 there shall have been filed for record with the Recorder of Deeds of Racine County, Wisconsin, a Deed duly executed and delivered by Federated to JVJ, in the form attached hereto as Exhibit 4 and made a part hereof, whereby JVJ will have acquired title to the remainder of the property which is the subject of the County Agreement and following recording of said Deed the provisions of this Assignment, Assumption, Consent and Release shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If by such date the said Deed is not so filed, this Assignment, Assumption, Consent and Release shall be null and void and of no force or effect.

IN WITNESS WHEREOF, the undersigned, representing that they are duly and properly authorized to enter into this Assignment, Assumption, Consent and Release, have caused this instrument to be executed by their duly authorized officers as of the day and year first above written.

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Done at Cincinnati, Ohio, this 30th day of August, 1977.

In the Presence of:

James R. Patterson

Barbara L. Cassell

FEDERATED DEPARTMENT STORES, INC. (Seal)

By _____
Senior Vice President

Attest _____
Assistant Secretary

Done at Cleveland, Ohio, this 22nd day of August, 1977.

In the Presence of:

Anne Rouch

Gladys Wajsow

RACINE JOINT VENTURE (Seal)

By _____
Richard E. Jacobs, General Partner

By _____
David H. Jacobs, General Partner

Done at Racine, Wisconsin, this 1st day of ~~August~~ September, 1977.

In the Presence of:

Gloria N. Ross

Janet L. Hyatt

RACINE COUNTY (Seal)

By _____

Attest _____

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

On this 30th day of August, 1977, before me, personally appeared James B. Selmik and Harold P. Rosenberg, who being by me duly sworn, did say that they are Vice President and Secretary of FEDERATED DEPARTMENT STORES, INC., a Delaware corporation; that they know the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by proper authority; and, further, acknowledged said instrument to be the free act and deed of said corporation.

Rosemary Alexander
Notary Public

My Commission Expires:

ROSEMARY ALEXANDER
Notary Public, State of Ohio
My Commission Expires Nov. 11, 1977

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 22nd day of August, 1977, personally appeared Richard E. Jacobs and David H. Jacobs, who being by me duly sworn, did say that they are each general partners of RACINE JOINT VENTURE, a General Partnership; that said instrument was signed and sealed on behalf of said partnership by proper authority and, further, acknowledged said instrument to be the free act and deed of said partnership.

Timothy E. Kramer
Notary Public

My Commission ~~Expires~~: has no expiration

TIMOTHY E. KRAMER, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date,
Section 147.03 R.C.

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

On this 1st day of ~~August~~ September, 1977, before me, personally appeared Elwood E. Hoeppner & Dennis Kornwolf, who being by me duly sworn, did say that he is an officer of RACINE COUNTY, a Wisconsin Quasi-Municipal Corporation; that he knew the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by proper authority and, further, acknowledged said instrument to be the free act and deed of said corporation.

John M. Bielajac
Notary Public
JOHN M. BJELAJAC

My Commission ~~Expires~~: is permanent

Recorded Sept. 8, 1972
Vol. 1149 of Records
Pp. 259-266
Doc. # 907926

AGREEMENT

VOL 1389 PAGE 438

THIS AGREEMENT, made and entered into this 7th day of September 1972, by and between FEDERATED DEPARTMENT STORES, INC., a Delaware corporation (hereinafter called "Federated"), and RACINE COUNTY, a Wisconsin Quasi-Municipal corporation (hereinafter called "County");

W I T N E S S E T H:

WHEREAS, County has, as of the date hereof, conveyed to Federated certain real property located in Racine County, Wisconsin, and more completely described in Exhibit A, attached hereto and made a part hereof by this reference (hereinafter called the "Property"); and

WHEREAS, Federated and County have agreed as provided herein, in lieu of all prior agreements between the parties, except any agreements entered into on even date herewith.

NOW, THEREFORE, in consideration of the sum of $1.00, paid by Federated, receipt of which is hereby acknowledged by County and in further consideration of the mutual promises herein contained, the parties agree as follows:

1. Options.

(a) If within five (5) years from the date hereof Federated has not commenced or caused to be commenced the construction of a regional shopping center (as hereinafter defined in Paragraph 2) on the Property, County shall have the option to purchase the Property from Federated and Federated thereupon agrees to sell the Property to County. In addition, if for any reason said construction is not commenced within the said five (5) year period, Federated shall have the option to sell the Property to County and County thereupon agrees to purchase the Property from Federated. In the event either of the above options is exercised, the purchase price for the Property shall be the same price as paid for the Property by Federated (including any interest paid), plus the amount, if any, expended by Federated for any public or private physical improvements made upon or for the benefit of the Property before the exercise of the option.

EXHIBIT 1

(b) The options provided for above shall be exercised by the party desiring to exercise its option giving written notice to the other party within sixty (60) days after the end of the said five (5) year period. Within sixty (60) days after exercise of the option first exercised Federated shall give written notice to County of the amount of the purchase price provided for in the above options. The sale shall be closed at a mutually agreed time and place within ninety (90) days after exercise of the option first exercised. At the closing Federated shall tender to County its Special Warranty Deed conveying title to the Property to County and County shall tender to Federated its certified check for the purchase price.

(c) For purposes of this Paragraph 1:

(i) Construction shall be deemed commenced at such time as grading or like site work is commenced.

(ii) Private improvements shall include, without limitation, offsite and onsite utility and road improvements but shall not include architectural and other professional fees.

2. Shopping Center. It is understood that in the event a regional shopping center is constructed on the Property it shall be of a quality of design and stores comparable to that of the presently existing Brookfield Square in Brookfield, Wisconsin. It shall contain at least one major department store which shall be a Boston Store or a department store of comparable quality. The shopping center shall have at least 450,000 square feet of enclosed store building and mall areas.

3. Building Location. Federated agrees that no gasoline dispensing facility or free standing building or structure shall be located nearer than 500 feet from the nearest point of the nearest hospital building presently in existence, without the written consent of the Racine County Board of Supervisors.

4. Warranty Regarding Assessments. County represents and warrants that it has no knowledge of any planned public improvements which may result in special assessment with respect to the Property excepting the proposed north-south street adjoining generally the eastern boundary of the Property and the

proposed 16" water main along State Highways 9 and 31 to the south and west of the Property and that no governmental agency has served any notice requiring repairs, alterations or corrections of any existing conditions.

5. Lighting and Noise Generating Areas. Federated recognizes proximity of existing County institutions to the north and proposed park to the east of the Property and agrees to use due diligence in design, construction and use of all parking lot lighting, and in the location and construction of any high-level noise generating areas, all as consistent with reasonable shopping center standards, so as to minimize or eliminate inconvenience to the occupants of the said County institutions and proposed park.

6. Abandonment of Water Mains. County does hereby abandon and release totally all interest, easement, title or any other rights whatsoever possessed by County in that certain water main going from High Ridge Hospitals to Sunnyrest Hospital insofar as the said water main crosses over or upon the Property at any point or place. In addition, County does abandon and release totally its interest, easement, title or any other rights whatsoever it possesses in that water main which goes from High Ridge Hospitals to the Town of Mt. Pleasant Town Hall and which water main crosses the Property at its northwest corner. Federated agrees that County may continue to use the above water mains until such time as Federated gives written notice to County to terminate its use of the water mains. Federated agrees not to give said notice before January 1, 1973 and further agrees that County shall have 120 days from the giving of said notice to terminate use of the water mains.

7. Abandonment of Sanitary Sewer. County does hereby abandon and release totally all interest, easement, title or any other rights whatsoever possessed by County in that certain sanitary sewer which runs from High Ridge Hospitals to Highway 11 in a generally northerly and southerly direction, insofar as the said sanitary sewer line crosses the Property at any point or place whatsoever. Federated agrees that County may continue to use the above sanitary sewer until such time as Federated gives written notice to County to terminate its use of the sanitary sewer. Federated agrees not to give said notice before January 1, 1973 and further agrees that County shall have 120 days from the giving of said notice to terminate use of the sanitary sewer.

8. Abandonment of Electric and Telephone Lines and Poles. County does hereby abandon and release totally all interest, easement, title or

any other rights whatsoever possessed by County in that certain electric line, including poles, which goes from High Ridge Hospitals to Sunnyrest Hospital in a generally northerly and southerly direction, insofar as said electric line and poles cross or touch the Property at any point or place whatsoever. In addition, County does hereby abandon and release totally any interest, title or any other rights whatsoever it possesses in that telephone line, including poles, which runs, along the same electric service line described above, in a generally northerly and southerly direction between High Ridge Hospitals and Sunnyrest Hospital and which crosses or touches the Property at any point or place whatsoever. Federated agrees that County may continue to use the above electric and telephone lines and poles until such time as Federated given written notice to County to terminate its use of the electric and telephone lines and poles. Federated agrees not to give said notice before January 1, 1973 and further agrees that County shall have 120 days from the giving of said notice to terminate use of the electric and telephone lines and poles.

9. Water Drainage. Federated does hereby acknowledge the location and placement of a certain storm drainage tile which now accommodates the roof drainage water for all the buildings at High Ridge Hospitals. Federated does agree to integrate the said High Ridge storm drainage tile which is now located along the northern, middle area of said Property into its internal storm drainage tile which is planned to be constructed upon the Property, if and when such tile is constructed. It is understood and agreed that Federated shall be obligated by this Agreement to accept into its internal storm drainage tile only water drainage from the existing buildings at High Ridge Hospitals as presently constructed. Federated also agrees to accommodate into said internal storm drainage system all that normal surface water drainage from the land to the north of the Property which is presently occupied by High Ridge Hospitals as such property is presently improved to the extent that normal surface water drainage at the time of the signing of this agreement would provide drainage to and onto the Property.

10. Sale to Developer. It is understood that Federated plans to sell all or a substantial part of the Property to a developer (hereinafter called "Developer"), subject to the terms and conditions of this Agreement, and that Developer will carry out many of the obligations of Federated hereunder. County agrees that performance by Developer or by anyone else acting on behalf of

performance by Federated. County agrees that any expenditures made by Federated or Developer for public or private improvements shall be considered as expended by Federated for purposes of computing the purchase price under the options contained in Paragraph 1 hereof. County further agrees that in the event of the exercise of any option pursuant to Paragraph 1 hereof to accept the reconveyance to County of all or a portion of the Property from Developer in lieu of conveyance by Federated.

11. Miscellaneous.

(a) Time is of the essence with respect to any agreements to be performed hereunder.

(b) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

(c) Upon written notice by Federated or County the other party agrees to execute an instrument, in form suitable for recording, stating whether or not construction has commenced within the meaning of Paragraph 1 hereof; it being understood that once construction has commenced the options contained in Paragraph 1 are terminated.

(d) Any notice required or permitted to be given hereunder shall be in writing and shall be deemed to have been given if mailed by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the respective parties at the addresses stated below:

Federated Department Stores, Inc. 222 West Seventh Street Cincinnati, Ohio 45202	Racine County County Court House Racine, Wisconsin
Attention: Real Estate Department	Attention: County Clerk

or to such other address as either party may from time to time specify in a notice given as provided above to the other party.

(e) Paragraph headings herein are for convenience and reference only and in no way define or limit the scope or content of this Agreement, or any way affect its provisions.

(f) This Agreement constitutes the entire agreement of the

of

portion and supercedes entirely all prior oral or written agreements, including but not limited to: Federated's offer to purchase dated May 13, 1969; County's acceptance of said offer, dated June 10, 1969; Federated's concurrence to the terms and conditions of the acceptance, dated June 20, 1969 and the agreement between Federated and County dated February , 1971.

IN WITNESS WHEREOF, the undersigned, representing that they are duly and properly authorized to enter into this Agreement, have cause this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Done at Cincinnati, Ohio, this 5th day of September, 1972.

FEDERATED DEPARTMENT STORES, INC.

(SEAL)

Attest: _____ By _____

Secretary Vice President

In the presence of:

Done at Racine, Wisconsin, this 8th day of September, 1972.

RACINE COUNTY

(SEAL)

Attest: _____ By _____

In the presence of:

STATE OF OHIO)
) ss
COUNTY OF HAMILTON)

September 5 1972

On this day, before me, personally appeared JAMES B. SELONICK and BORIS AMERMAN who being by me duly sworn, did say that they are VICE PRESIDENT and SECRETARY of FEDERATED DEPARTMENT STORES, INC., a Delaware corporation; that they know the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of

said corporation by authority of its Board of Directors and said [illegible] acknowledged said instrument to be the free act and deed of said corporation.

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Rosemary W. Plogman
Notary Public

ROSEMARY W. PLOGMAN
Notary Public, Hamilton County, Ohio
My Commission Expires, U, 1972

STATE OF WISCONSIN)
) ss
COUNTY OF RACINE)

September 12th, 1972

On this day, before me, personally appeared Richard K. Gardner who being by me duly sworn, did say that they are [illegible]

of RACINE COUNTY, a Wisconsin Quasi-Municipal corporation; that they know the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by proper authority; and said

acknowledged said instrument to be the free act and deed of said corporation.

Dennis L. Flynn
Notary Public
Commission Permanent

Exhibit A

This Exhibit A is attached to and forms a part of that certain Agreement entered into as of the 24th day of September, 1972, by and between FEDERATED DEPARTMENT STORES, INC., a Delaware corporation, and RACINE COUNTY, a Wisconsin Quasi-Municipal corporation.

That part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Township 3 North, Range 22 East, in the City of Racine, Racine County, Wisconsin, bounded as follows:

Commence at the Southeast corner of the Southwest 1/4 of said Section 24; run thence S89°28'36"E 992.09 feet on the South line of the said Southeast 1/4; thence N01°33'26"W 61.18 feet to a point on a curve of Southwesterly convexity whose radius is 11,398.29 feet and whose chord bears N89° 00'16"W 474.11 feet, said point being on the Northerly line of right-of-way of State Trunk Highway "11" and the point of beginning of this description; thence Northwesterly 474.14 feet on the arc of said curve and said right-of-way to its point of tangency; thence N88°48'46"W 291.28 feet on said right-of-way to a point of curvature of a curve of Northeasterly convexity whose radius is 11,520.16 feet and whose chord bears N89°55'25"W 446.66 feet; thence Northwesterly 446.69 feet on the arc of said curve and said right-of-way to its point of tangency; thence N89°02'04"W 1902.81 feet on said right-of-way; thence N77°46'59"W 116.17 feet on said right-of-way to its intersection with the Easterly line of right-of-way of State Trunk Highway "31"; thence N11°30'26"E 855.16 feet on said right-of-way; thence N11°43'06"E 534.47 feet on said right-of-way thence N89°51'42"E 1861.27 feet; thence S02°08'18"E 200.00 feet; thence N89°51'42"E 1068.68 feet to a point on a curve of Northwesterly convexity whose radius is 746.41 feet and whose chord bears S05°18'08"W 186.07 feet; thence Southwesterly 186.62 feet on the arc of said curve to its point of tangency; thence S01°33'26"E 1188.82 feet to the point of beginning.

Containing approximately 97.75 acres

PREPARED BY:

Ernest H. Scott - Atty.

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SUPPLEMENTAL UNDERSTANDING

This Supplemental Understanding, made and entered into this 8th day of September, 1972, by and between FEDERATED DEPARTMENT STORES, INC., a Delaware corporation (hereinafter called "Federated"), and RACINE COUNTY, a Wisconsin Quasi-Municipal corporation (hereinafter called "County").

The County has, as of the date herein, conveyed to Federated, certain real property located in Racine County, Wisconsin, and more particularly described in the Deed from County to Federated as of the date herein.

IT IS AGREED AS FOLLOWS:

That upon written request by Federated to County, the County agrees to promptly take all steps necessary to dedicate and improve or cause to be improved, a North-South public street from State Trunk Highway 11 to 21st Street. Said public street running along and abutting the easterly boundary line of the property conveyed by the County to Federated this date. Nothing contained herein shall prohibit County from dedicating and improving said public street prior to written request by Federated.

As between the County and Federated, it shall be the obligation of Federated to pay any special assessments which may hereafter be levied by the City of Racine for the improvement of said public street for the full width of said street to a length equal to the full width of the said easterly boundary of Federated's property abutting said street.

EXHIBIT 2

The County agrees to reimburse Federated for one-half of the special assessments paid by Federated and to assume the obligation with respect to one-half of any unpaid assessments at the time the County sells or transfers to a non-municipal user the land adjacent and to the east of said public street.

RACINE COUNTY

By: _____
Richard E. LaFave

FEDERATED DEPARTMENT STORES, INC.

By: _____
Boris Auerbach

COUNTY OF RACINE
CORPORATION COUNSEL
COURTHOUSE
RACINE, WISCONSIN 53403
OCTOBER 27, 1972

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MR. ROBERT H. SCOTT, JR.
FEDERATED DEPARTMENT STORES, INC.
222 WEST SEVENTH STREET
CINCINNATI, OHIO 45202

RE: SUPPLEMENTARY AGREEMENT BETWEEN FEDERATED DEPARTMENT STORES, INC. AND RACINE COUNTY

DEAR MR. SCOTT:

THIS LETTER AGREEMENT INTERPRETS AND TO THE EXTENT NECESSARY, SUPPLEMENTS THE AGREEMENT BETWEEN THE COUNTY OF RACINE, WISCONSIN, AND FEDERATED DEPARTMENT STORES, INC., A DELAWARE CORPORATION. SAID AGREEMENT WAS DATED SEPTEMBER 8, 1972, AND WILL HEREINAFTER BE CALLED THE "AGREEMENT".

THE PARTIES AGREE THAT FEDERATED MAY CAUSE CERTAIN GRADING (HEREINAFTER DESCRIBED) TO BE DONE ON THE PROPERTY (AS DEFINED IN THE AGREEMENT) WITHOUT THE SAME CONSTITUTING THE "COMMENCING OF CONSTRUCTION" FOR PURPOSES OF PARAGRAPH ONE OF THE AGREEMENT, SAID PARAGRAPH PROVIDING FOR SAID OPTIONS BETWEEN THE PARTIES. THE GRADING CONTEMPLATED HEREIN SHALL CONSTITUTE OF THE FOLLOWING:

> "ANY AND ALL GRADING ON THE PROPERTY TO WHATEVER DEPTH DESIRED, WITHIN THE 25 FT. EASEMENT GRANTED BY THE COUNTY OF RACINE, WISCONSIN TO THE CITY OF RACINE, WISCONSIN WATER DEPARTMENT. SAID EASEMENT GRANTED BY UNRECORDED INSTRUMENT DATED SEPTEMBER 8, 1972."

THIS AGREEMENT SHALL BE EFFECTIVE AS TO EACH PARTY ON THE DATE SET FORTH OPPOSITE THE RESPECTIVE SIGNATURES. WITNESS WHEREOF THE UNDERSIGNED REPRESENTING THAT THEY ARE DULY AND PROPERLY AUTHORIZED TO ENTER INTO THIS INSTRUMENT AND HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED OFFICERS AS OF THE DAY AND YEAR SET FORTH BELOW.

DATED THIS 30th DAY OF OCTOBER, 1972.

EXHIBIT 3

RACINE COUNTY

BY: Richard E. LaFave
RICHARD E. LAFAVE, CHAIRMAN
RACINE COUNTY BOARD OF SUPERVISORS

FEDERATED DEPARTMENT STORES, INC.

BY: James B. Smith
VICE PRESIDENT

BY: Bruce Gerber
SECRETARY

SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that FEDERATED DEPARTMENT STORES, INC., a Delaware corporation, Grantor herein, for One Dollar ($1.00) and other good and valuable consideration received to its full satisfaction of RACINE JOINT VENTURE, Grantee herein, a general partnership, whose tax mailing address will be 25425 Center Ridge Road, Cleveland, Ohio 44145, does hereby give, grant, bargain, sell and convey to the Grantee the following described premises:

That part of the SW 1/4 of Section 24, Town 3 North Range 22 East, City of Racine, Racine County, Wisconsin, bounded and described as follows:

Commencing at the SE corner of the SW 1/4 of said Section 24; thence S 89° 28' 36" E, 992.09 feet; thence N 1° 33' 26" W, 1,250.00 feet; thence N 5° 18' 08" E, 186.17 feet; thence S 89° 51' 41" W, 1,068.68 feet to the point of beginning of this description; thence S 30° 57' 56" W, 141.01 feet; thence N 89° 02' 04" W, 355.14 feet; thence S 00° 57' 56" W, 222.87 feet; thence N 89° 02' 04" W, 250.00 feet; thence S 00° 57' 56" W, 159.83 feet; thence N 89° 02' 04" W, 160.00 feet; thence S 00° 57' 56" W, 32.42 feet; thence N 89° 02' 04" W, 97.33 feet; thence N 00° 57' 56" E, 32.42 feet; thence N 89° 02' 04" W, 96.00 feet; thence N 00° 57' 56" E, 102.17 feet; thence N 89° 02' 04" W, 50.00 feet; thence N 29° 02' 04" W, 69.28 feet; thence N 89° 02' 04" W, 340.00 feet; thence N 29° 02' 04" W, 388.79 feet; thence N 89° 02' 04" W, 230.00 feet to the easterly right-of-way line of State Trunk Highway 31; thence N 11° 49' 06" E along said right-of-way line, 71.28 feet; thence N 89° 51' 41" E, 1,861.27 feet; thence S 1° 08' 19" E, 100.00 feet to the point of beginning of this description. Parcel contains 15.000 acres.

TO HAVE AND TO HOLD, the above granted and bargained premises together with all appurtenances thereunto belonging to the Grantee, its successors and assigns forever, but subject to restrictions, easements, reservations, covenants and conditions of record, zoning ordinances, if any and real estate taxes and assessments, both general and special, not yet due and owing.

EXHIBIT 4

And the Grantor covenants with the Grantee, its successors and assigns, that at and until the ensealing of these presents, the granted premises are free from all encumbrances made by the Grantor, other than those to which this grant has been made subject, and that it does warrant and will defend the same to the Grantee, its successors and assigns, forever against the lawful claims and demands of all persons claiming by, through, or under the Grantor but against none other.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers as of this _____ day of _____, 1977.

In the Presence of: FEDERATED DEPARTMENT STORES, INC. (Seal)

_____ By _____
Vice President

1009557

_____ Attest _____
Assistant Secretary

Racine County, Wis.
Received for Record this 21st day of April A.D., 1977 at 3:34 P.M. and recorded in volume 1399 on page 433-451
Stanley F. Bialecki
Register of Deeds

20.00

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named FEDERATED DEPARTMENT STORES, INC., a corporation, by _____, its _____ and _____, its _____, who acknowledged that they, being duly authorized, did affix the seal of said corporation and execute the foregoing instrument on behalf of said corporation for the purposes therein contained and that the same is their free act and deed as such officers and individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 1977.

_____
Notary Public

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1009558

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Racine County, Wis.
Received for Record
September 12, 1977
at 7:32 o'clock A. M. and recorded in Volume 1399
of Records on page 452 - 459
Stanley J. Piatek
Register of Deeds
9.00

1009558

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT, made and entered into as of the 24th day of August, 1977, by and between RACINE JOINT VENTURE, a general partnership (hereinafter called "JVJ") and RACINE COUNTY, a Wisconsin Quasi-Municipal corporation (hereinafter called "County").

W I T N E S S E T H:

WHEREAS, Federated Department Stores, Inc., a Delaware corporation (hereinafter called "Federated") and County entered into a certain Agreement, dated September 8, 1972 and recorded in Volume 1149, Page 259 in the Office of the Register of Deeds of Racine County, Wisconsin (hereinafter called "Agreement") which contains, inter alia, an option in favor of County to purchase from Federated and an option in favor of Federated to sell to County certain property acquired by Federated from County which is described on Exhibit A thereto on terms and conditions set forth therein in the event that Federated has not commenced or caused to be commenced the construction of a regional shopping center, as therein defined, on said property on or before September 8, 1977;

WHEREAS, Federated and County entered into a certain Supplemental Understanding, dated September 8, 1972 (hereinafter called "Supplemental Understanding") which sets forth certain obligations of the parties thereto with respect to the improvement of a north-south public street from State Trunk Highway 11 to 21st Street along the easterly boundary line of the property described on Exhibit A to the Agreement and the obligation of Federated to pay any special assessments which may be levied by the City of Racine for the improvement of said public street and the obligation of the County to make partial reimbursement to Federated for such special

assessment in the event the County sells or transfers to a non-municipal user the land adjacent and to the east of said public street;

WHEREAS, County and Federated entered into Supplementary Agreement, dated October 27, 1972 (hereinafter called "Supplementary Agreement") interpreting and supplementing the Agreement to the effect that grading on the property described in Exhibit A to the Agreement within the 25' easement granted by the County of Racine, Wisconsin to the City of Racine, Wisconsin, Water Department shall not constitute "commencing of construction" within the meaning of Paragraph 1 of the Agreement;

WHEREAS, the Agreement, Supplemental Understanding and Supplemental Agreement are hereinafter collectively referred to as the "County Agreement"); and

WHEREAS, Federated has assigned all of its rights, duties and obligations under the County Agreement to JVJ and JVJ has assumed all of the rights, duties and obligations of Federated under the County Agreement and County has consented to such assignment and assumption and released Federated from any and all duties, obligations and liability under the County Agreement pursuant to a certain Assignment, Assumption, Consent and Release, by and among such parties, dated as of the 22nd day of August, 1977; and

WHEREAS, the parties hereto are desirous of amending the County Agreement as hereinafter set forth:

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) paid by each party to the other and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Paragraph 1 of the Agreement is hereby deleted and the following is substituted in lieu thereof as fully as if originally incorporated therein:

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"1. Options.

(a) If on or before September 8, 1980 JVJ has not commenced or caused to be commenced the construction of a regional shopping center (as hereinafter defined in Paragraph 2) on the Property, County shall have the option to purchase the Property from JVJ and JVJ thereupon agrees to sell the Property to County. In the event the above option is exercised, the purchase price for the Property shall be Seven Hundred Nine Thousand Four Hundred Seventy Five and 15/100 Dollars ($709,475.15), plus the amount, if any, expended by Federated or JVJ for any public or private physical improvements made upon or for the benefit of the Property before the exercise of the option (excluding amounts expended for any physical improvements to the Property made after the date hereof which are of the type described in subparagraph (i) of this Paragraph 1), less the sum of Three Hundred Thousand Dollars ($300,000). Said option shall be exercised by County giving written notice to JVJ within sixty (60) days after September 8, 1980. Within sixty (60) days after exercise of the option JVJ shall give written notice to County of the amount of the purchase price determined as aforesaid. The sale shall be closed at a mutually agreed time and place within ninety (90) days after exercise of the option. At the closing JVJ shall tender to County its Special Warranty Deed conveying title to the Property to County and County shall tender to JVJ its certified check for the purchase price.

"(b) For purposes of this Paragraph 1:

(i) Construction of a regional shopping center shall be deemed commenced at such time as grading or like site work (such as retention

basins and/or underground utility lines) or any other on-site improvements is commenced to the extent that not less than the aggregate sum of Three Hundred Thousand Dollars ($300,000) has been expended therefor.

(ii) Private improvements shall include, without limitation, off-site and on-site utility and road improvements but shall not include architectural and other professional fees."

2. The words "Boston Store" appearing in the fifth (5th) line of Paragraph 2 of the Agreement are hereby deleted and the words "J. C. Penney Store" are hereby substituted in lieu thereof as fully as if originally incorporated therein.

3. The name and address of Federated Department Stores, Inc. set forth in Paragraph 11(d) of the Agreement, relating to notices, is hereby deleted and the following is substituted in lieu thereof as fully as if originally incorporated therein: "Racine Joint Venture, c/o Jacobs, Visconsi & Jacobs Co., 25425 Center Ridge Road, Cleveland, Ohio 44145, Attention: Richard E. Jacobs".

4. For purposes of this Amendment to Agreement, JVJ shall mean Racine Joint Venture and not its successors or assigns unless such successor or assignee has been approved in advance by the County.

5. Except as herein expressly amended, said County Agreement is hereby ratified and affirmed and shall continue in full force and effect in accordance with its terms.

6. This Amendment to Agreement shall be effective only in the event that on or before September 8, 1977 there shall have been filed for record with the Recorder of Deeds of Racine County, Wisconsin, a Deed duly executed and delivered by Federated to JVJ, in the form attached hereto as Exhibit

A and made a part hereof, whereby JVJ will have acquired title to the remainder of the property which is the subject of the County Agreement and following recording of said Deed the provisions of this Amendment to Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. If by such date the said Deed is not so filed, this Amendment to Agreement shall be null and void and of no force or effect.

IN WITNESS WHEREOF, the undersigned, representing that they are duly and properly authorized to enter into this Amendment to Agreement, have caused this instrument to be executed by their duly authorized representatives as of the day and year first above written.

Done at Cleveland, Ohio, this 24th day of August, 1977.

In the Presence of:

Carrie Roush

Gladys Wagner

RACINE JOINT VENTURE (Seal)

By Richard E. Jacobs
Richard E. Jacobs, General Partner

By David H. Jacobs
David H. Jacobs, General Partner

In the Presence of:

Glenn Hodd

John Bielajew

RACINE COUNTY (Seal)

By Edward E. Hughes

Attest Dennis Lamiman

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

On this 24th day of August, 1977, personally appeared Richard E. Jacobs and David H. Jacobs, who being by me duly sworn, did say that they are each general partners of RACINE JOINT VENTURE, a General Partnership; that said instrument was signed and sealed on behalf of said partnership by proper authority and, further, acknowledged said instrument to be the free act and deed of said partnership.

Timothy E. Kramer
Notary Public

My Commission ~~Expires:~~ has no Expiration

TIMOTHY E. KRAMER, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

On this 30th day of August, 1977, before me, personally appeared Elwood E. Hoeppner & Dennis Kornwolf, who being by me duly sworn, did say that he is an officer of RACINE COUNTY, a Wisconsin Quasi-Municipal Corporation; that he knew the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by proper authority and, further, acknowledged said instrument to be the free act and deed of said corporation.

John M. Bielajac
Notary Public
JOHN M. BJELAJAC

My Commission ~~Expires:~~ is permanent

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SPECIAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that FEDERATED DEPARTMENT STORES, INC., a Delaware corporation, Grantor herein, for One Dollar ($1.00) and other good and valuable consideration received to its full satisfaction of RACINE JOINT VENTURE, Grantee herein, a general partnership, whose tax mailing address will be 25425 Center Ridge Road, Cleveland, Ohio 44145, does hereby give, grant, bargain, sell and convey to the Grantee the following described premises:

That part of the SW 1/4 of Section 24, Town 3 North Range 22 East, City of Racine, Racine County, Wisconsin, bounded and described as follows:

Commencing at the SE corner of the SW 1/4 of said Section 24; thence S 89° 28' 36" E, 992.09 feet; thence N 1° 33' 26" W, 1,250.00 feet; thence N 5° 18' 08" E, 186.17 feet; thence S 89° 51' 41" W, 1,068.68 feet to the point of beginning of this description; thence S 30° 57' 56" W, 141.01 feet; thence N 89° 02' 04" W, 355.14 feet; thence S 00° 57' 56" W, 222.87 feet; thence N 89° 02' 04" W, 250.00 feet; thence S 00° 57' 56" W, 159.83 feet; thence N 89° 02' 04" W, 160.00 feet; thence S 00° 57' 56" W, 32.42 feet; thence N 89° 02' 04" W, 97.33 feet; thence N 00° 57' 56" E, 32.42 feet; thence N 89° 02' 04" W, 96.00 feet; thence N 00° 57' 56" E, 102.17 feet; thence N 89° 02' 04" W, 50.00 feet; thence N 29° 02' 04" W, 69.28 feet; thence N 89° 02' 04" W, 340.00 feet; thence N 29° 02' 04" W, 388.79 feet; thence N 89° 02' 04" W, 230.00 feet to the easterly right-of-way line of State Trunk Highway 31; thence N 11° 49' 06" E along said right-of-way line, 71.28 feet; thence N 89° 51' 41" E, 1,861.27 feet; thence S 1° 08' 19" E, 100.00 feet to the point of beginning of this description. Parcel contains 15.000 acres.

#0-454-2
#0-238-2
#0-479-2

TO HAVE AND TO HOLD, the above granted and bargained premises together with all appurtenances thereunto belonging to the Grantee, its successors and assigns forever, but subject to restrictions, easements, reservations, covenants and conditions of record, zoning ordinances, if any and real estate taxes and assessments, both general and special, not yet due and owing.

EXHIBIT A

And the Grantor covenants with the Grantee, its successors and assigns, that at and until the ensealing of these presents, the granted premises are free from all encumbrances made by the Grantor, other than those to which this grant has been made subject, and that it does warrant and will defend the same to the Grantee, its successors and assigns, forever against the lawful claims and demands of all persons claiming by, through, or under the Grantor but against none other.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed by its duly authorized officers as of this _____ day of _____, 1977.

In the Presence of:

FEDERATED DEPARTMENT STORES, INC. (Seal)

_____

By _____
Vice President

_____

Attest _____
Assistant Secretary

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

9.00

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named FEDERATED DEPARTMENT STORES, INC., a corporation, by _____, its _____ and _____, its _____, who acknowledged that they, being duly authorized, did affix the seal of said corporation and execute the foregoing instrument on behalf of said corporation for the purposes therein contained and that the same is their free act and deed as such officers and individually.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal this _____ day of _____, 1977.

_____
Notary Public

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1097238

Register's Office
Racine County, Wis.
Received for Record
28th day of
September A.D. 1981 at 1:30
o'clock P.M. and recorded in Volume 1634
of Records on page 430-43
Register of Deeds
1.00

1097238 1634-430 Sept. 28, 1981

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT, made and entered into this 24th day of July, 1981, by and between RACINE JOINT VENTURE, a general partnership (hereinafter referred to as "JVJ"), and RACINE COUNTY, a Wisconsin Quasi-Municipal Corporation (hereinafter called "County").

RECITALS:

Reference is made to a certain Agreement, dated September 8, 1972 executed by Federated Department Stores, Inc., a Delaware corporation (hereinafter referred to as "Federated") and County which was recorded in Volume 1149, Page 259, #907926 in the Office of the Register of Deeds of Racine County, Wisconsin (the "Original County Agreement") and to a certain Supplemental Understanding, dated September 8, 1972 executed by Federated and County, a certain Supplementary Agreement, dated October 27, 1972 executed by Federated and County, a certain Assignment, Assumption, Consent and Release, dated as of October 22, 1977 executed by Federated, JVJ and County and recorded in Volume 1399, Page 433, #1009557 in the Office of the Register of Deeds of Racine County, Wisconsin, a certain Amendment to Agreement, dated as of August 24, 1977 executed by JVJ and County and recorded in Volume 1399, Page 452, #1009558 in the Office of the Register of Deeds of Racine County, Wisconsin and a certain Agreement, dated as of December 14, 1979 executed by JVJ and County and recorded in Volume 1545, Page 715, #1066868 in the Office of the Register of Deeds of Racine County, Wisconsin, all of which pertain to certain obligations and restrictions with reference to the construction of a regional shopping center on a 97.75 acre tract located in the the northeastern quadrant of the intersection of Durand Avenue and Green Bay Road in the City of Racine.

pt SE¼ + SW¼ 24-3-22

Lo-238 e
Lo-454 e
Lo-356 e
Lo-479 e

Paragraph 3 of the Original County Agreement provides that no gasoline dispensing facility or free-standing building

or structure shall be located nearer than 500 feet from the nearest point of the nearest hospital building presently in existence, without the written consent of the Racine County Board of Supervisors.

JVJ presently owns all of the land which is within 500 feet from the nearest point of the nearest hospital building presently in existence.

JVJ desires to sell to Sears, Roebuck and Co. a portion of the property subject to the foregoing restriction and has requested County to amend the foregoing restriction to permit construction by Sears of building improvements within the restricted area and County is agreeable to such request.

NOW, THEREFORE, in consideration of the premises and for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Paragraph 3 of the original County Agreement is hereby amended to delete therefrom reference to "500 feet" and to substitute therefor, "450 feet".

2. This Supplemental Agreement shall be binding upon and inure to the benefit of JVJ and County and their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned, representing that they are duly and properly authorized to enter into this Supplemental Agreement, have caused this instrument to be executed by their duly authorized representatives as of the day and year first above written.

In the Presence of:

Brenda D. Olbrys

Margaret Rehrem

RACINE JOINT VENTURE

BY R. E. JACOBS

By DAVID H. JACOBS

1097238

In the Presence of:

RACINE COUNTY

Linda R. Cabbender

By E. Hoeppner, R.E. Hoeppner

Joan L. Taylor

By W. Dennis Kenney

Date 8/10/81
Certified to be correct as to form
By William D. Rock
Racine County Corporation Counsel

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R.E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 24th day of July, 1981.

SEAL

Notary Public
DAVID W. PANCOAST, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

STATE OF WISCONSIN)
) SS:
COUNTY OF RACINE)

On this 15th day of August, 1981 before me, personally appeared Elwood Hoeppner, Dennis Kenney who being by me duly sworn, did say that they are officers of RACINE COUNTY, a Wisconsin Quasi-Municipal Corporation; that they knew the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by proper authority and, further, acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC STATE OF WISCONSIN KATHLEEN A. KINGMAN

Notary Public

My Commission: Expires 9/19/82

This instrument Prepared By:
David W. Pancoast, Esq.
Jacobs, Visconsi & Jacobs
25425 Center Ridge Road
Cleveland, Ohio 44145

VOL 1634 PAGE 432

Ret: Dy #99

1056790

1518-586

July 26, 1979

SLOPE EASEMENT

THIS AGREEMENT, made and entered into this 26th day of July, 1979, by and between RACINE COUNTY, a Wisconsin quasi-municipal corporation, hereinafter called "Grantor" and RACINE JOINT VENTURE, a partnership having its principal office at 25425 Center Ridge Road, Cleveland, Ohio 44145 and consisting of Richard E. Jacobs, Dominic A. Visconsi, David H. Jacobs, R. F. Coffin, Edward H. Crane and Anthony W. Weigand, all of Cleveland, Ohio, hereinafter called "Grantee";

W I T N E S S E T H:

WHEREAS, Grantor is the owner of certain premises described as follows:

That part of the SE 1/4 and the SW 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more fully described as follows:

Commencing at the SE corner of the SW 1/4 of said Section 24; thence S89°28'36"E, 992.09 feet on the south line of said SE 1/4; thence N1°33'26"W, 61.18 feet to a point on the northerly right-of-way of State Trunk Highway 11; thence N1°33'26"W, 1,188.82 feet; thence along a 779.41 foot radius curve concave to the east whose chord bears N5°18'08"E, 186.17 feet; thence S89°51'41"W, 1,068.68 feet; thence N1°08'19"W, 100.00 feet; thence S89°51'41"W, 200.00 feet to the point of beginning of this description; thence S89°51'41"W, 1,200.00 feet; thence N01°08'18"W, 100.00 feet; thence N89°51'41"E, 1,200.00 feet; thence S01°08'18"E, 100.00 feet to the point of beginning and the end of the Section being described. Section contains 2.754 acres.

WHEREAS, Grantee is the owner of lands immediately adjacent and to the south thereof, which lands are described as follows:

That part of the SE 1/4 and SW 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, bounded and described as follows:

Commencing at the SE corner of the SW 1/4 of said Section 24; thence S89°28'36"E, 992.09 feet on the south line of said SE 1/4; thence N01°33'26"W, 61.18 feet to a point on the northerly right-of-way of State Trunk Highway 11 and the point of beginning

of this description; thence along a 11,398.29 foot radius curve concave to the north whose chord bears N88°00'16"W, for a distance of 474.11 feet; thence N86°48'46"W, 291.28 feet; thence along a 11,520.16 foot radius curve concave to the south whose chord bears N87°55'25"W for a distance of 446.66 feet; thence N89°02'04"W, 1,902.81 feet; thence N77°46'59"W, 116.17 feet; thence N11°30'26"E, 855.16 feet; thence N11°49'06"E, 534.47 feet; thence N89°51'41"E, 1,861.27 feet; thence S01°08'19"E, 100.00 feet; thence N89°51'51"E, 1,068.68 feet; thence along a 779.41 foot radius curve concave to the east whose chord bears S05°18'08"W, for a distance of 186.17 feet; thence S01°33'26"E, 1,188.82 feet to the point of beginning of this description. Parcel contains 97.754 acres, and

WHEREAS, Grantee has requested from Grantor the right to grade and slope the premises first above-described in connection with a proposed regional shopping center planned by Grantee on the lands last above-described, and

WHEREAS, Grantor on March 12, 1974, has by duly authorized action, adopted Report 131 of its Business Administration Committee, attached as Exhibit "A", recommending the granting of this Easement.

NOW, THEREFORE, it is agreed as follows:

FIRST: Grantor does hereby grant to the Grantee, its successors and assigns, a temporary easement upon the land first above-described for the following purpose and none other: Grantee, at its expense, may come upon said land and slope and grade same in such fashion as it sees fit so as to accomplish approximately a 6 to 1 grade, and thereafter Grantor does further agree not to cause any changes whatsoever in the grade thus established without the written consent of Grantee or its successors and assigns. In addition, Grantee agrees to fill in a depressed area included within the slope easement immediately to the east of the area where graded and to restore the disturbed area with four inches of topsoil and to seed said area to re-establish grass growth thereon. The term of this temporary easement shall be three (3) years from the date hereof.

Thereafter, this Slope Easement shall be permanent providing Grantee has sloped and graded as above set forth. Grantor does further grant to the Grantee, its successors and assigns, a temporary easement over adjacent land together with a right-of-way as may be required during the period of grading.

SECOND: Grantee estimates that there will be available through the usual grading and site work to be done at the proposed regional shopping center a total of 118,000 cubic yards of topsoil. In consideration of the foregoing grant of easement, Grantee agrees that at no cost to Grantor, it will deposit all of such topsoil at the stock pile site (together with access road) all as designated on Exhibit "B" attached hereto, providing, however, that Grantee hereby reserves the right to thereafter remove up to 30,000 cubic yards of such topsoil for its own use in landscaping, etc.

THIRD: If, for any reason, Grantee fails to avail itself of the easement rights herein granted by Grantor, this Agreement shall be null and void.

FOURTH: This Easement shall be construed as a covenant running with the land and shall not be deemed personal to the parties hereto and may be terminated only upon the mutual written agreement of Grantor and Grantee and the latter's successors and assigns.

IN WITNESS WHEREOF, the undersigned, representing that they are duly and properly authorized to execute this Slope Easement, have caused this instrument to be executed by their respective officers and partners as of the day and year first above written.

RACINE COUNTY

ATTEST: _____ By: _____
County Clerk RACINE COUNTY BOARD

Date 7/18/79
Certified to be correct as to form
By _____
Racine County Corporation Counsel

RACINE JOINT VENTURE, A Partnership

By _____
Partner

STATE OF WISCONSIN)
)SS:
RACINE COUNTY)

Personally came before me this 24th day of July, 1979, the above-named Elwood Hoppner, Racine County Board, and Dennis Kornwolf, County Clerk of Racine County, to be known to be such officers who executed the foregoing instrument and acknowledged the same.

Kathleen A. Kumin
Notary Public, Racine County, Wisconsin
My commission is/expires: 9/12/82

STATE OF OHIO)
)SS:
CUYAHOGA COUNTY)

Personally came before me this 14th day of May, 1979, the above-named R. E. Jacobs, a partner of Racine Joint Venture, a partnership, to me known to be such partner, who executed the foregoing instrument and acknowledged the same.

David W. Pancoast
Notary Public, Cuyahoga County, Ohio
My commission is/~~expires~~ permanent

DAVID W. PANCOAST, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date
Section 147.03 R.C.

March 12, 1974

REPORT NO. 131

REPORT BY BUSINESS ADMINISTRATION COMMITTEE
CONCERNING SLOPE EASEMENT REQUEST ON COUNTY PROPERTY

To The Honorable Members Of The
Racine County Board Of Supervisors:

The Business Administration Committee met recently to consider a slope easement request from Stone and Associates, Inc., consulting engineers who have been retained by the developers of the Federated complex to prepare plans for grading the property recently sold by Racine County to Federated Department Stores, Inc. The request involves grading of a knoll on county property immediately north of the north property line of the shopping center property.

After consultation with Highway Engineer Don Zenz, the committee recommends that the easement be granted subject to certain recommendations made by Mr. Zenz. Among other considerations, these recommendations involve a more gradual slope of the county property in question and the filling in and seeding of a swale on county property approximately 500 feet east of the area in question.

It is further recommended that the committee by authorized to make the necessary engineering and other decisions during the development of the shopping center with the advice and counsel of appropriate county personnel.

Respectfully submitted,

BUSINESS ADMINISTRATION COMMITTEE

Constance Barrington, Chairman

Norman Bauernfeind

Elwood Hoeppner

David Retzinger

Ruth Gedwardt

1056790

Register's Office } SS.
Racine County, Wis.
Received for Record 26th day of July A.D., 1974 at 2:10 o'clock P.M. and recorded in Volume 1518 of Records on page 586-590

Stanley F. Bialecki
Register of Deeds

6.00

EXHIBIT "A"

Amended
December 14, 1979
and
December 19 1979

AGREEMENT

THIS AGREEMENT, made and entered into this 14th day of December, 1979, by and between RACINE JOINT VENTURE, a general partnership (hereinafter called "JVJ"), and RACINE COUNTY, a Wisconsin Quasi-Municipal Corporation (hereinafter called "County").

W I T N E S S E T H:

WHEREAS, Federated Department Stores, Inc., a Delaware Corporation (hereinafter called "Federated") and County entered into a certain Agreement, dated September 8, 1972, and recorded in Volume 1149, Page 259, in the Office of the Register of Deeds of Racine County, Wisconsin (hereinafter called "Agreement"), in connection with the sale by the County to Federated of a parcel of land containing approximately 97.75 acres as more fully described on Exhibit A thereto (hereinafter referred to as the "Property"), which Agreement set forth obligations and restrictions with reference to the construction of a regional shopping center upon the Property, including certain options to repurchase the Property or to cause the Property to be so repurchased in the event such development did not go forward;

WHEREAS, Federated and County entered into a certain Supplemental Understanding, dated September 8, 1972 (hereinafter called "Supplemental Understanding") which sets forth certain obligations of the parties thereto with respect to the improvement of a north-south public street from State Trunk Highway 11 to 21st Street along the easterly boundary line of the Property (now commonly referred to as the "Roosevelt Avenue Extension"), the obligation of Federated

to pay any special assessments which may be levied by the City of Racine for the improvement thereof and the obligation of the County to make partial reimbursement to Federated for such special assessment in the event the County sells or transfers to a non-public user the land adjacent and to the east of said public street;

WHEREAS, County and Federated entered into a certain Supplementary Agreement, dated October 27, 1972 (hereinafter called "Supplementary Agreement") interpreting and supplementing the Agreement to the effect that grading on the Property within the twenty-five foot (25') easement granted by the County of Racine, Wisconsin, to the City of Racine, Wisconsin Water Department shall not constitute "commencing of construction" within the meaning of Paragraph 1 of the Agreement;

WHEREAS, Federated, JVJ and County entered into a certain Assignment, Assumption, Consent and Release dated as of August 22, 1977, and recorded in Volume 1399, Page 433, in the Office of the Register of Deeds of Racine County, Wisconsin, pursuant to which Federated assigned all of its rights, duties and obligations under the Agreement, the Supplemental Understanding and the Supplementary Agreement to JVJ and JVJ assumed all of the rights, duties and obligations of Federated under the Agreement, the Supplemental Understanding and the Supplementary Agreement and County consented to such Assignment and Assumption and released Federated from any and all duties, obligations and liability thereunder;

WHEREAS, JVJ and County entered into a certain Amendment to Agreement dated as of August 24, 1977, and recorded in Volume 1399, Page 452, in the Office of the

Register of Deeds of Racine County, Wisconsin (hereinafter called "Amendment to Agreement") for the purpose of amending and clarifying certain portions of the Agreement (the Agreement, the Supplemental Understanding, the Supplementary Agreement and the Amendment to Agreement being hereinafter collectively referred to as the "County Agreement");

WHEREAS, JVJ has developed plans for the improvement of the Property as an enclosed regional mall shopping center and has obtained approval thereof by the Common Council of the City of Racine as a Commercial Planned Unit Development pursuant to applicable provisions of the zoning ordinances of the City of Racine by Resolution No. 6302 and has filed drawings entitled "Racine Mall, An Enclosed Regional Shopping Center Development" consisting of a cover page and ten (10) sheets (the "Final Development Plans"), with the Register of Deeds of Racine County, Wisconsin, plans for such planned unit development consisting of sheets SD1-SD7 and dated December 7, 1979;

WHEREAS, JVJ has heretofore commenced and is in the process of completing rough grading of the Property and in the process thereof has demonstrated to the satisfaction of County that it has expended in excess of Three Hundred Thousand and no/100 Dollars ($300,000.00) so as to satisfy the requirements of having commenced construction of a regional shopping center within the terms of the County Agreement;

WHEREAS, JVJ has negotiated with Federated, J.C. Penney Properties, Inc., and P.A. Bergner & Co. for the sale of certain portions of the Property to such department stores and for the construction and operation on the Property of an

enclosed mall, mall stores and retail department stores in accordance with an Easement, Restriction and Operating Agreement to be filed for record in the Office of the Register of Deeds of Racine County, Wisconsin, following the filing of this Agreement and, in connection therewith, has requested that the County enter into this Agreement with JVJ for the purpose of acknowledging that JVJ has satisfied certain of the conditions of the County Agreement and for the purpose of setting forth those obligations of JVJ, its successors and assigns, under the County Agreement which remain applicable; and

WHEREAS, County is agreeable to entering into this Agreement for such purpose in order to permit the present conveyance of portions of the Property to the above-named retail department store operators and to permit later conveyances or leasing of additional portions of the Property to operators of retail department stores and other uses compatible with a regional shopping center.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00) paid by each party to the other and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. County does hereby acknowledge that JVJ has commenced construction of a regional shopping center within the definition set forth in Paragraph 1 of the Amendment to Agreement and, accordingly, the County does hereby remise, release, waive and quit claim unto JVJ, its successors and assigns, any right to repurchase the property as so provided in Paragraph 1 of the Amendment to Agreement.

2. County hereby agrees that the shopping center

to be constructed upon the Property in accordance with the aforementioned Easement, Restriction and Operating Agreement, the Final Development Plans and the requirements and conditions of the City of Racine is in full compliance with the minimum requirements of Paragraph 2 of the Agreement as amended by the Amendment to Agreement.

3. County hereby reconfirms its representation and warranty that it has no knowledge of any planned public improvements which may result in special assessments with respect to the Property excepting the Roosevelt Avenue Extension and County does further represent that it has conveyed or has authorized the conveyance of a sixty-six foot (66') wide right-of-way and a required slope easement to the City of Racine to permit the construction of such roadway. JVJ hereby confirms its agreement as set forth in the Supplemental Understanding that as between the County and JVJ, any special assessments which may be hereafter levied by the City of Racine for the improvement of said public street for the full width of said street to a length equal to the full depth of the easterly boundary of the Property shall be assumed by JVJ and/or its successors and assigns which may acquire a portion of the Property so abutting such roadway. County hereby confirms to JVJ its agreement to reimburse JVJ for one-half of the special assessments paid by JVJ and to assume the obligation with respect to one-half of any unpaid assessments in the event the County shall sell or transfer to a non-municipal user the County land next adjacent on the east to the Roosevelt Avenue Extension.

4. County hereby confirms to JVJ that the design of the parking lot lighting shown on the approved Final

Development Plans and the location of buildings and any other facilities which might constitute "noise generating areas", all as shown on the approved Final Development Plans, is in full compliance with the requirements of Paragraph 5 of the Agreement and that the construction and use of the improvements as shown thereon is in full compliance with such paragraph.

5. County hereby confirms the abandonment of all its interest, easement, title or other rights whatsoever in the water mains, sanitary sewer, electric and telephone lines and poles located on the Property as provided for in Paragraphs 6, 7 and 8 of the Agreement.

6. County hereby acknowledges that the design of the internal storm drainage system for the Property as shown by the Final Development Plans makes adequate provision for the accommodation of storm water from the roof drainage system for the buildings at High Ridge Hospitals and the normal surface water drainage from the land occupied by the High Ridge Hospitals as presently improved and that the construction of such storm sewer system in accordance with such design shall be in full satisfaction of Paragraph 9 of the Agreement.

7. County and JVJ hereby acknowledge that the foregoing provisions of this Agreement are intended to confirm that so long as construction of the regional enclosed mall shopping center on the Property is undertaken in conformity with the Final Development Plans, the conditions imposed by the City of Racine and the terms and conditions of the Easement, Restriction and Operating Agreement above referred to, all duties and obligations of JVJ under the

County Agreement shall be satisfied. County acknowledges that the above-named department store operators and future department store operators or other users within the Property may rely on the foregoing in acquiring title to portions of the Property.

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF, the undersigned, representing that they are duly and properly authorized to enter into this Agreement, have caused this instrument to be executed by their duly authorized representatives as of the day and year first above written.

In the Presence of:

David W Bancroft

Margie Cachet

RACINE JOINT VENTURE

By: R E Jacobs
R. E. JACOBS

By: Edward H Crane
EDWARD H. CRANE

RACINE COUNTY

Mary Ann Adamski

By: Elwood Hoeppner
Elwood Hoeppner
County Board Chairman

Mary C. Thompson

By: Dennis Kornwolf
Dennis Kornwolf
County Clerk

Date 12/13/79
Certified to be correct as to form.
By William Bock
Racine County Corporation Counsel

Vol 1545 Page 222

STATE OF OHIO)
) SS
COUNTY OF CUYAHOGA)

EDWARD H. CRANE

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R. E. Jacobs and [redacted], to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 19th day of December, 1979.

David W. Pancoast
Notary Public
DAVID W. PANCOAST, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 R.C.

STATE OF WISCONSIN)
) SS
COUNTY OF RACINE)

On this 13th day of December, 1979, before me, personally appeared Elwood Hoeppner and Dennis Kornwolf, who being by me duly sworn, did say that they are officers of RACINE COUNTY, a Wisconsin Quasi-Municipal Corporation; that they knew the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by proper authority and, further, acknowledged said instrument to be the free act and deed of said corporation.

Kathleen A. Kuenzi
Notary Public

My Commission: Expires 9/19/82

This Instrument Prepared By:

David W. Pancoast, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145

1068868

Register's Office
Racine County, Wis.
Received for Record 20th day of
December A.D. 1979 at 4:15
o'clock P. M. and recorded in Volume 1545
of Records on page 215-222

Stanley J. Bielarski
Register of Deeds

9.00

1066872

1545-235

Dec 20, 1979

EASEMENT, RESTRICTION AND OPERATING AGREEMENT

RACINE MALL

RACINE, WISCONSIN

(This Document pertains to tracts of land located in the Northeast Quadrant of the intersection of Green Bay Road and Durand Avenue, Racine County, Wisconsin)

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1066872

Register's Office
Racine County, Wis.
Received for Record
December A.D. 19 79 at 4:19
o'clock P M. and recorded in Volume 1545
of Records on page 235-384

Stanley F. Bradecki
Register of Deeds

150.00

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Rider No. 1	Penney Guaranty

EASEMENT, RESTRICTION AND OPERATING AGREEMENT

THIS EASEMENT, RESTRICTION AND OPERATING AGREEMENT made as of the 28th day of DECEMBER, 1979, by and among RACINE JOINT VENTURE, a general partnership with offices at 25425 Center Ridge Road, Cleveland, Ohio 44145 (hereinafter called "Developer"), J. C. PENNEY PROPERTIES, INC., a Delaware corporation with offices at 1301 Avenue of the Americas, New York, New York 10019 (hereinafter called "Penney"), FEDERATED DEPARTMENT STORES, INC., a Delaware corporation with offices at Seven W. Seventh Street, Cincinnati, Ohio 45202 (hereinafter called "Federated") and THE CHAS. V. WEISE CO., an Illinois corporation (a subsidiary of P. A. Bergner & Co., a Delaware corporation) with offices at 3600 N. Main, Rockford, Illinois 61103 (hereinafter called "Bergner");

W I T N E S S E T H:

WHEREAS, the Phase A Site Plan, attached hereto as Exhibit A-1 and made a part hereof, shows the initial development of the Shopping Center, as hereinafter defined, by the parties hereto on their respective parcels of land hereinafter described, and the Phase B Site Plan, attached hereto as Exhibit A-2 and made a part hereof, shows an expansion of the initial development of said Shopping Center, including the Future Major Store, as hereinafter defined, and such Phase A and Phase B Site Plans are hereinafter collectively referred to as the "Site Plans"; and

WHEREAS, Developer owns (i) the parcel of land described on Exhibit B-1, attached hereto and made a part hereof, which parcel is hereinafter referred to and designated on the Site Plans as the "Developer Parcel", (ii) the parcels of land which are described in Exhibit B-2, attached hereto and made a part hereof, which parcels are hereinafter referred

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to and designated on the Site Plans as "Fringe Land Parcel No. 1", "Fringe Land Parcel No. 2", "Fringe Land Parcel No. 3" and "Fringe Land Parcel No. 4" and collectively herein sometimes called "Fringe Land Parcels" and (iii) the parcels of land which are described on Exhibit B-3, attached hereto and made a part hereof, which parcels are hereinafter referred to and designated on the Site Plans as "Developer Additional Parcel No. 1" and "Developer Additional Parcel No. 2" and collectively herein sometimes called "Developer Additional Parcels"; and

WHEREAS, Penney owns the parcel of land which is described on Exhibit B-4, attached hereto and made a part hereof and is hereinafter referred to and designated on the Site Plans as the "Penney Parcel"; and

WHEREAS, Federated owns the parcel of land which is described on Exhibit B-5, attached hereto and made a part hereof and is hereinafter referred to and designated on the Site Plans as the "Federated Parcel"; and

WHEREAS, Bergner owns the parcel of land which is described on Exhibit B-6, attached hereto and made a part hereof and is hereinafter referred to and designated on the Site Plans as the "Bergner Parcel"; and

WHEREAS, the owners of the Developer Parcel, Penney Parcel, Federated Parcel and Bergner Parcel propose to cause the development of plans for and to cause the construction of retail store buildings and other improvements comprising the Shopping Center, as hereinafter defined; and

WHEREAS, it is contemplated that said land, buildings and other improvements shall constitute a unified, regional shopping center of the enclosed mall type; and

WHEREAS, the parties hereto desire to create certain rights, privileges and easements and to impose certain restrictions and covenants upon their respective Parcels for the benefit of the respective Parcels of the others as hereinafter set forth; and

WHEREAS, it is the intention of the parties to set forth in this Agreement their rights, obligations, duties and responsibilities in connection with the development and use of, and the buildings and operation on, the Shopping Center, as hereinafter defined.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

Each of the parties hereto, for and in consideration of the foregoing and the mutual covenants and agreements herein contained, hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

A. Bergner Store. The term "Bergner Store" shall mean the two-level retail department store building to be constructed on the Bergner Parcel within Permissible Building Area G abutting the Fixed Building Lines to the extent shown on the Site Plans, with a major entrance on the Enclosed Mall which shall have an opening width of not less than twenty-three (23) feet.

B. Common Area. The term "Common Area" shall mean (i) individual parking places for passenger vehicles, including any permitted multi-level parking areas constructed pursuant to Paragraph 16 hereof, (ii) roadways to provide vehicular access to and from individual parking spaces and to and from streets and highways adjacent to and abutting the Shopping Center, including entrances to and exits from

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the Shopping Center, (iii) curbs, sidewalks and walkways located outside Perimeter Sidewalks as hereinafter defined, including those providing pedestrian access to and ingress and egress to and from such individual parking places, (iv) the Enclosed Mall and other malls on the Developer Parcel, whether covered or uncovered or open or enclosed, to provide pedestrian access to and ingress and egress to and from the Parcels of the respective parties hereto, (v) landscaped and planted areas located outside the Perimeter Sidewalks and (vi) lighting standards and fixtures, traffic and directional signs and traffic striping and marking.

C. Department Stores. The term "Department Stores" shall mean the following parties to this Agreement: Penney, its successors and assigns; Federated, its successors and assigns; Bergner, its successors and assigns; and any person, firm or corporation, other than Developer, which shall (i) acquire fee title to the portion of the Developer Parcel which includes Permissible Building Area I and so much of Permissible Building Areas A-1 and B-1 as Developer may determine to accommodate the Future Major Store and (ii) enter into an amendment to this Agreement expressly assuming all obligations of the Future Major Store and any other obligations that are attendant to being a Department Store hereunder.

D. Department Store Parcels. The term "Department Store Parcels" shall mean the parcels of land within the Shopping Center which are owned in fee by the Department Stores.

E. Enclosed Mall. The term "Enclosed Mall" shall mean the one-level enclosed, air conditioned, heated, ventilated and sprinklered mall, connected to and permitting

direct access between the mall entrances of the Penney Store, Federated Store, Bergner Store and the Future Major Store, said Enclosed Mall to be constructed as hereinafter provided and located in the area lightly shaded on the Site Plans.

F. Federated Store. The term "Federated Store" shall mean the retail department store building of not more than two levels to be constructed on the Federated Parcel within Permissible Building Area H abutting the Fixed Building Lines to the extent shown on the Site Plans, with a major entrance on the Enclosed Mall which shall have an opening width of not less than twenty (20) feet.

G. Floor Area. The term "Floor Area" shall mean the number of square feet of floor area on all levels, including, without limiting the generality of the foregoing, outside selling areas enclosed within semi-permanent structures, basements, mezzanines and floor area occupied for storage, measured to the exterior surface of the exterior walls and to the center of any common walls, but excluding (i) the Enclosed Mall (except for any area thereof occupied by permitted kiosks) and other malls, whether covered or uncovered or open or enclosed, (ii) penthouses and other floor area occupied solely by mechanical or electrical equipment, (iii) upper levels of multi-deck stock areas, (iv) portions of truck or loading docks which are not heated or air conditioned, (v) with respect to any Department Store Parcel, any second floor area which may be initially constructed thereon but which is not initially finished nor used for any purpose (including storage), provided that such floor area shall become and remain Floor Area from and after the date the

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same shall be first utilized, and (vi) with respect to the Developer Parcel, public lavatories, any public auditorium containing up to 4,500 square feet of floor area, service and fire corridors and the Developer office and maintenance building to the extent the Developer office and maintenance building do not exceed 2,800 square feet of floor area. Within thirty (30) days after the respective dates that the improvements on the Parcels of each of the Department Stores and the improvements on the Developer Parcel formally open for business, the party which has just opened for business shall deliver to each of the other parties a certificate of its architect or other appropriate employee certifying the number of square feet of Floor Area within each building on such party's Parcel. If the Floor Area on the party's Parcel shall change, such party shall, upon request of any other party hereto, cause its architect or such employee to deliver to the other parties a certification as to the Floor Area then on such party's Parcel.

H. Future Major Store. The term "Future Major Store" shall mean any retail store building of one or more levels containing not less than 75,000 square feet of Floor Area constructed within Permissible Building Area I and so much of Permissible Building Areas A-1 and B-1 (both as shown on the Phase B Site Plan) as Developer may determine, with a major entrance on the Enclosed Mall which shall have an opening width of not less than twenty-three (23) feet.

I. Mall Stores. The term "Mall Stores" shall mean the one level retail store buildings to be constructed on the Developer Parcel within Permissible Building Areas A, B, C and D and so much of Permissible Building Areas A-1 and

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B-1 as are not utilized for the Future Major Store, abutting the Fixed Building Lines to the extent shown on the Site Plans with entrances on the Enclosed Mall.

J. Opens For Business. The term "opens for business", in the case of a Department Store, shall mean the date on which such Department Store in fact formally opens or causes to be opened its Store for business to the general public and, in the case of Developer, the date on which Developer in fact formally opens or causes to be opened for business to the general public the Enclosed Mall and not less than fifty percent (50%) of the Floor Area within the Mall Stores. There shall be allowed each Department Store and the tenants of Developer a period not to exceed fourteen (14) days prior to the date of their respective formal openings during which they may engage in selling activities provided that no Department Store will advertise, and Developer will prohibit its tenants from advertising, in newspapers or on radio or television or otherwise that their respective improvements are open for business prior to August 5, 1981 or such later date as the parties may establish by amendment to this Agreement, no party being obligated in any way hereby to agree to such later opening date. Federated hereby waives its right to enforce the foregoing restriction on advertising against any other Department Store and/or Developer and its tenants.

K. Parties. The term "parties" shall mean the signatories hereto and their respective successors and assigns (hereinafter also sometimes called "owners") to the extent that such successors and assigns are owners in fee simple of all or any portion of the Developer Parcel, the Penney Parcel, the Federated Parcel or the Bergner Parcel and the liability of each of said parties shall extend only to those obligations

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hereunder which affect the Parcel then owned by such parties, except as otherwise provided in Paragraph 21L hereof.

L. Penney Store. The term "Penney Store" shall mean the two level retail department store building to be constructed on the Penney Parcel within Permissible Building Area E abutting the Fixed Building Lines to the extent shown on the Site Plans with a major entrance on the Enclosed Mall which shall have an opening width of not less than twenty-three (23) feet.

M. Perimeter Sidewalks. The term "Perimeter Sidewalks" shall mean the sidewalks and walkways located inside the inner curbline of the interior circulation roadway next adjacent to the buildings having access to the Enclosed Mall on the Developer Parcel and the Department Store Parcels.

N. Permissible Building Areas. The term "Permissible Building Area(s)" shall mean those portions of the Shopping Center designated as such on the Site Plans.

O. Shopping Center. The term "Shopping Center" shall mean the Developer Parcel, as the same may be constituted from time to time, and the Department Store Parcels, together with all buildings and other improvements constructed at any time thereon, which Shopping Center shall be known as "Racine Mall", and such name shall not be changed without the prior written consent of the Developer and the Department Stores.

2. Construction by Penney.

A. Penney Store and Penney Automotive Service Building. Penney agrees at its expense to design and construct the Penney Store which shall have a total Floor Area of not less than 110,000 square feet. Penney shall have the right to design and construct an automotive service building within

Permissible Building Area F, abutting the Penney Store (hereinafter called the "Penney Automotive Service Building"), which shall have a total Floor Area of not less than 10,000 square feet. As part of its construction of the Penney Store and Penney Automotive Service Building, Penney agrees that it will, at its expense, construct the Perimeter Sidewalks next adjacent to the Penney Store and Penney Automotive Service Building and will install all landscaping between the exterior building perimeter of the Penney Store and Penney Automotive Service Building and the Perimeter Sidewalks. All of such construction shall be in accordance with outline specifications to be submitted as provided in Paragraph 7D hereof.

B. Restrictions on Penney Construction. Penney agrees that all construction contemplated by this Paragraph 2 shall be further subject to any applicable restrictions set forth in Paragraph 14 hereof.

3. Construction by Federated.

A. Federated Store. Federated agrees at its expense to design and construct the Federated Store which shall have a total Floor Area of not less than 100,000 square feet. As part of its construction of the Federated Store, Federated agrees that it will, at its expense, construct the Perimeter Sidewalks next adjacent to the Federated Store and will install all landscaping between the exterior building perimeter of the Federated Store and the Perimeter Sidewalks. All of such construction shall be in accordance with outline specifications to be submitted as provided in Paragraph 7D hereof.

B. Restrictions on Federated Construction. Federated agrees that all construction contemplated by this

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Paragraph 3 shall be further subject to any applicable restrictions set forth in Paragraph 14 hereof.

4. Construction by Bergner.

A. Bergner Store. Bergner agrees, at its expense, to design and construct the Bergner Store which will have a total Floor Area of not less than 100,000 square feet. As part of its construction of the Bergner Store, Bergner agrees that it will, at its expense, construct the Perimeter Sidewalks next adjacent to the Bergner Store and will install all landscaping between the exterior building perimeter of the Bergner Store and the Perimeter Sidewalks. All of such construction shall be in accordance with outline specifications to be submitted as provided in Paragraph 7D hereof.

B. Restrictions on Bergner Construction. Bergner agrees that all construction contemplated by this Paragraph 4 shall be further subject to any applicable restrictions set forth in Paragraph 14 hereof.

5. Construction of Future Major Store.

A. Future Major Store. Developer agrees that in the event of an expansion of the Shopping Center to include the Future Major Store, Developer will cause such Future Major Store to be designed and constructed. The Future Major Store will have a total Floor Area of not less than 75,000 square feet. All of such construction shall be in accordance with outline specifications to be submitted as provided in Paragraph 7D hereof.

B. Restrictions on Future Major Store Construction. Developer agrees that all construction to be undertaken pursuant to this Paragraph 5 shall be further subject to any applicable restrictions set forth in Paragraph 14 hereof.

6. Construction by Developer.

A. Enclosed Mall and Mall Stores. Developer

agrees, at its expense, to design and construct the Mall Stores having a total Floor Area of not less than 190,000 square feet. Developer further agrees at its expense to design and construct the Enclosed Mall, including necessary sprinkler, heating, lighting, air-conditioning and ventilating equipment, decorative elements, amenities and landscaping therefor. As part of its construction of the Mall Stores and the Enclosed Mall, Developer agrees that it will, at its expense, construct the Perimeter Sidewalks next adjacent to the Mall Stores and the Enclosed Mall and will install all landscaping between the exterior building perimeter of the Mall Stores and the Enclosed Mall and such Perimeter Sidewalks. All such construction shall be in accordance with the plans to be approved as provided in Paragraph 7 hereof.

B. Restrictions on Developer Construction. Developer agrees that all construction contemplated by this Paragraph 6 shall be further subject to any applicable restrictions set forth in Paragraph 14 hereof.

7. Plans and Specifications.

A. Design Requirements. The parties agree to construct the improvements described in Paragraphs 2A, 3A, 4A, 5A and 6A hereof so as to form an integrated shopping center with harmonious architectural style and quality, using the same or architecturally harmonious exterior materials and colors for their respective building improvements. Each Department Store, as to its respective Store, and Developer, as to the Enclosed Mall and the Mall Stores, further agrees to design such improvements to provide parapets or individual screens to obscure from view from the parking areas all HVAC units, cooling towers, vents and exhaust fans.

B. Preliminary Plans and Specifications by Developer. Not later than nineteen (19) months prior to the date Developer is obligated to open the Enclosed Mall and Mall Stores as provided in Paragraph 10B, (the "Developer Opening Date"), Developer will complete and deliver at its expense, to each of the Department Stores for approval, which approval shall not be unreasonably withheld, preliminary plans and specifications as hereinafter defined, all of which shall be consistent with the Site Plans, indicating the exterior appearance of the Enclosed Mall and the Mall Stores to be constructed on the Developer Parcel as provided in Paragraph 6A hereof. Not later than nineteen (19) months before the Developer Opening Date, Developer will complete and deliver, at its expense, to each of the Department Stores, for approval, which approval shall not be unreasonably withheld, preliminary plans and specifications showing the interior treatment of the Enclosed Mall provided, however, that the right of approval of each of the Department Stores with respect to the interior design, decorative treatment and location, type and size of amenities for the Enclosed Mall shall be limited to approval within the mall areas between the front of their respective Stores and the cross mall closest to their respective Stores. Within thirty (30) days after the receipt of said preliminary plans and specifications, each Department Store shall give Developer notice in writing of its approval or disapproval thereof, specifying in the latter event the reasons therefor. Failure to give any notice of approval or disapproval within such period shall constitute approval thereof. Developer will, within ten (10) days after receipt of a notice of disapproval, as aforesaid, appropriately amend and modify said preliminary

plans and specifications so as to reflect all changes, modifications and corrections which the Department Stores are permitted to require hereunder and upon completion thereof, the preliminary plans and specifications as so amended and modified shall be approved in writing by the Department Stores and, in the absence thereof, failure to give notice of disapproval in writing within twenty (20) days after receipt of said preliminary plans and specifications as so amended and modified shall constitute approval thereof. As used in this Paragraph 7B, "preliminary plans and specifications" means basic architectural plans and specifications providing for first-class structure, workmanship and materials substantially equal or better in quality, design and construction to those for the improvements on the shopping center site at Brookfield Square Shopping Center, Brookfield, Wisconsin. Details relating to specific areas within any building may be excluded from the aforesaid studies, plans and specifications.

C. Final Plans and Specifications by Developer. Following approval of the preliminary plans and specifications as provided in Paragraph 7B above, Developer shall promptly proceed, at its expense, with the preparation of final plans and specifications for the buildings and other facilities and improvements referred to in Section 6A hereof, which shall be substantially in accord with the preliminary plans and specifications approved as provided in Paragraph 7B hereof. Developer shall have the right to make any changes that may be required to make said buildings and other facilities and improvements on the Developer Parcel suitable to the use of tenants, provided that such changes are consistent

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with the Site Plans and with the preliminary plans and specifications so approved. Said final plans and specifications shall be submitted to each Department Store not later than twelve (12) months before the Developer Opening Date. As used herein, "final plans and specifications" shall mean definitive architectural plans and specifications including all necessary working drawings and specifications and providing for a first-class structure, workmanship and materials substantially equal to or better in quality, design and construction to those for the improvements on the shopping center site at Brookfield Square Shopping Center, Brookfield, Wisconsin and in detail sufficient to permit construction in full of the buildings and other facilities and improvements referred to in Paragraph 6A hereof; provided, that said final plans and specifications may omit such portions of the work and materials as are related to the special requirements of tenants who will occupy said buildings and which requirements cannot reasonably be anticipated at the time of preparation of said plans and specifications. Within thirty (30) days after receipt of the final plans and specifications, each Department Store shall give Developer notice in writing of its approval or disapproval thereof, specifying in the latter event the reasons therefor. Failure to give any notice of approval or disapproval within such period shall constitute approval thereof. Each Department Store's right to disapprove such final plans and specifications as to improvements on the Developer Parcel shall be limited to objections that they do not conform to the Site Plans or otherwise meet the requirements of Paragraph 7B hereof. Developer will, within fifteen (15) days after receipt of

notice of disapproval, as aforesaid, appropriately amend and modify said final plans and specifications so as to reflect all changes, modifications and directions which a Department Store is permitted to require hereunder and upon completion thereof to the reasonable satisfaction of the Department Stores, the final plans and specifications as so amended and modified shall thereupon be approved in writing by each Department Store and, in the absence thereof, the Department Store's failure to promptly give notice of disapproval in writing within fifteen (15) days after receipt of such plans and specifications as so amended and modified shall constitute approval thereof.

D. Outline Drawings and Specifications by Department Stores. Not later than sixteen (16) months prior to its respective opening date as provided in Paragraph 10B hereof, each of the Department Stores will, at its expense, complete and deliver to each other and to Developer for informational purposes only, outline specifications relating to the exterior treatment (including landscaping within the perimeter sidewalks) of their respective stores and, in the case of Penney, the Penney Automotive Service Building, if any, together with prospective drawings showing such treatment.

E. Consultation During Design Period. The parties agree to cooperate in exchanging architectural and construction information during the course of design of the exterior treatment of their respective buildings, and the construction thereof and further agree to conduct such meetings of their representatives as may be desirable to exchange the foregoing information for the purpose of carrying out the intention of Paragraph 7A hereof.

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8. Site Construction.

A. Common Areas and Building Pads. Developer agrees, at its expense except as otherwise provided in Paragraph 8I hereof, to design and improve or cause to be improved as Common Areas of the type and to the extent shown on the Phase A Site Plan, the Parcels of each of the Department Stores and the Developer Parcel, except for such portions of such Parcels which are to be improved by the owners thereof pursuant to Paragraphs 2A, 3A, 4A and 6A hereof, respectively and, as to such areas, Developer shall cause the pads for such building improvements to be prepared, including the grading and compaction of same. The obligation of the Developer for the installation of such Common Areas shall include, but not be limited to, soils analysis, drainage, grading, compacting, installing a fully operable parking lot lighting system, paving, sidewalks (except Perimeter Sidewalks), curbing and islands, the striping of parking areas, installing traffic parking control signs, directional and identification signs (including wiring), landscaping (except within Perimeter Sidewalks) and temporary on-site roadways and parking. Notwithstanding the foregoing, it is agreed that in the event that the Future Major Store shall agree to commence construction of its Store on or before January 1, 1983, Developer may elect to cause the Developer Parcel to be improved with Common Areas of the type and to the extent shown on the Phase B Site Plan except that Developer shall seed and maintain in a sightly condition, Permissible Building Areas A-1, B-1 and I until such time as the same are improved with buildings or Common Areas in accordance with this Agreement. Developer agrees that on or before the

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date any Floor Area is open for business within Permissible Building Area I, it will cause to be improved, as Common Areas, including paving, curbing and sidewalks (excluding Perimeter Sidewalks) all of the Developer Parcel shown as being so improved on the Phase B Site Plan except for those portions thereof which are improved as the Future Major Store and/or additional Enclosed Mall and Mall Stores. In addition, it is agreed that Developer shall not be required to construct the segment of roadway on the Developer Parcel indicated on the Phase A Site Plan as cross-hatched and lightly shaded, until such time as the proposed north-south road adjacent to the Developer Additional Parcels shall have been constructed. All such construction and installation of Common Areas and the preparation of building pads shall be in compliance with the Site Development Plans and Outline Specifications provided for in Paragraph 8D and shall be completed on or before the dates specified in said Outline Specifications.

B. Utilities. Developer agrees, at its expense except as otherwise provided in Paragraph 8I hereof, to design and install or cause to be installed underground utility lines on the Shopping Center and Fringe Land Parcel Nos. 1, 3 and 4 which are the subject of the easements granted pursuant to Paragraph 13 hereof, such utilities to be brought to a point within five (5) feet of building lines of each of the Department Stores and to be of the type, at the location and to the extent shown on the Site Development Plans and in compliance with the Outline Specifications provided for in Paragraph 8D, such facilities to include the construction and installation of domestic water lines, fire

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loop lines, main trunk storm water lines, main trunk sanitary sewer lines, and main feeder lines for electric, gas (if available for space heating prior to paving of the Common Areas) and telephone services. All such installations shall be commenced and completed on or before the dates specified in said Outline Specifications.

C. Off-Site Improvements. Developer agrees to construct or cause to be constructed the following off-site improvements required in connection with the initial development of the Shopping Center: (i) the connection to and extension of water mains, telephone, gas (if available for space heating prior to paving of the Common Areas), electric, sanitary sewer and storm water lines to the nearest boundary of the Shopping Center and the obtaining of service with respect thereto from the serving utilities or public bodies (subject to each party paying the prevailing tap-in or connection charge for the improvements on its Parcel to such utility or public body); and (ii) signalization of the Shopping Center entrances on Green Bay Road and Durand Avenue at the locations shown on Exhibit A subject to approval thereof by the Highway Department or other applicable authorities, Developer hereby agreeing to use its best efforts to obtain such approvals. The extension and connection of utility lines pursuant to (i) above shall be completed prior to the completion of the on-site utility systems to be constructed or installed by Developer pursuant to Paragraph 8B hereof. The signalization of entrances to the Shopping Center shall be completed prior to August 5, 1981.

D. Site Development Plans and Outline Specifications. Developer has heretofore prepared and submitted to the

Department Stores preliminary plans consisting of 8 sheets, SD 1 through SD 7, inclusive, dated May 14, 1979 as revised November 19, 1979, indicating the type and approximate location of on-site Common Areas and underground utility lines which are to be

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installed on the Shopping Center and off-site facilities required in connection with the development of the Shopping Center (herein called "Site Development Plans"). Copies of such Site Development Plans have been initialed by the parties hereto to indicate their approval thereof and such Site Development Plans are, by this reference, incorporated herein and made a part hereof. All improvements to be constructed or installed by Developer under Paragraphs 8A, 8B and 8C above shall also comply with the Outline Specifications, attached hereto as Exhibit D and made a part hereof, which establish general design data, standards and minimum technical specifications to be used for the Detail Specifications, unless any applicable governmental regulations shall establish higher standards, in which case such higher standards shall be observed.

D. Working Drawings and Detail Specifications. Prior to the commencement of construction or installation of each component of the improvements to be constructed by Developer pursuant to Paragraphs 8A, 8B and 8C above, Developer will prepare or cause the Engineer or other appropriate consultant to prepare Working Drawings and Detail Specifications for such improvements and shall submit copies thereof to each of the Department Stores for approval, which approval shall not be unreasonably withheld or delayed. Each Department Store shall have the right to disapprove such Working Drawings and Detail Specifications only if the same do not conform to the Site Development Plans and Outline Specifications, Exhibit A-1 or A-2 hereto, as the case may be, or are not otherwise in compliance with the terms of this Agreement. Upon approval of such Working Drawings and

Detail Specifications, the same shall supersede the Site Development Plans and Outline Specifications to the extent that there are any inconsistencies therewith. In the event that the location or design of Common Areas or other improvements shown on the Site Plans varies from the location or design of such Common Areas or other improvements specified in approved Working Drawings or Specifications, the parties agree to join in the execution of an appropriate amendment to this Agreement for the purpose of making the Site Plans conform to the approved Working Drawings and Detail Specifications.

F. Engineer and Consultants. Developer agrees to retain Center Ridge Design Services, Inc., (sometimes referred to herein as the "Engineer") to represent Developer in designing and preparing bid documents and performing all the necessary site engineering and surveying services incident to the improvements to be installed by Developer pursuant to Paragraphs 8A, 8B and 8C above, except for such services as may be performed by other consultants as hereinafter provided, and to inspect and certify that such installations are in accordance with the Working Drawings and Detail Specifications. Developer agrees to retain such additional competent engineers and consultants as Developer shall deem necessary or advisable, all of whom or which shall be subject to the prior approval of the Department Stores, which approval shall not be unreasonably withheld or delayed. Such consultants shall include, but not be limited to, soils engineers to conduct test boring and to prescribe and supervise compaction and site preparation (it being agreed that O'Brien and Associates is acceptable to perform such service), traffic engineers

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to undertake a traffic flow design and parking lot layout within the Shopping Center and to perform any services required in connection with the design and construction of off-site roadway improvements, (it being agreed that Barton-Aschman & Associates is acceptable to perform such services), a lighting engineer to devise a suitable parking lot lighting system (it being agreed that James A. Frederick and Associates is acceptable to perform such services) and a landscape architect or architects to prepare a uniform landscape plan covering all Common Areas. All Working Drawings and Detail Specifications prepared by the Engineer or such Consultants shall be submitted to the Department Stores for approval in accordance with Paragraph 8E hereof.

G. Self-Help. If, after reasonable notice in writing given by an owner of a Parcel comprising the Shopping Center to Developer that Developer has not performed the on-site and off-site construction contemplated by Paragraphs 8A, 8B and 8C above in accordance with the schedule set forth in the Outline Specifications, Developer shall fail or refuse to perform such construction, then the owner of the Parcel giving such notice shall have the right to perform such on-site or off-site construction as Developer shall have failed to perform and any amounts so expended under this provision and any costs reasonably incurred as a result of such non-performance shall be payable on demand and may be withheld from amounts otherwise payable by such owner to Developer pursuant to this Agreement or the respective Supplemental Agreement between such owner and Developer.

H. Workmanship and Material Guarantee. Developer agrees that in connection with the construction of on-site and off-site improvements contemplated by Paragraphs 8A, 8B

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and 8C above, Developer will be responsible for and shall make or cause to be made any repairs required to any component of such work arising by reason of defects in design, workmanship or materials so long as the need for such repairs arises within one (1) year from the date of acceptance of such component of such work. Developer will obtain for the benefit of each Department Store guarantees or warranties from the contractors responsible for each such component of work guaranteeing or warranting design, workmanship and materials used in connection therewith for a period (the "Guarantee Period") of the longer of (i) one (1) year from the date of acceptance of such work or (ii) the period equal to the duration of any guaranty or warranty (on a component of work basis) running to the benefit of the Developer in respect of the Developer Parcel (or the comparable component of work thereon), and each such guaranty or warranty for each Department Store shall be at least as inclusive and extensive in scope and benefit as the comparable guaranty or warranty obtained in respect of the Developer Parcel. Developer agrees that in the event that there shall be available to Developer guarantees or warranties against defects in design, workmanship or materials for a period in excess of the Guarantee Period, Developer shall obtain such additional guarantees or warranties provided, however, that in the event that an additional charge shall be made by a contractor for the extension of any such guarantee or warranty, Developer shall notify each of the Department Stores of such additional cost and Developer shall be obligated to obtain such additional guarantees or warranties only in the event that the Department Stores are willing to pay a proportionate share of the additional cost therefor,

such proportionate share to be based upon the ratio which the acreage of each Department Store Parcel bears to the total acreage of the Shopping Center. Developer agrees to enforce any guarantees or warranties obtained from its contractors and hereby assigns to each of the owners of the Parcels comprising the Shopping Center any such guarantees or warranties as Developer shall obtain and the right to enforce same with reference to the Parcel of such owner.

I. Contributions Toward Site Construction. In consideration of the agreement of Developer to undertake the on-site and off-site construction contemplated by Paragraphs 8A, 8B and 8C above, the Department Stores each severally agrees to pay to Developer as partial reimbursement for the costs to be incurred by Developer therefor, the amount set forth in its respective Supplemental Agreement of even date herewith which each Department Store has entered into with Developer.

9. Further Requirements for Construction.

A. Compliance with Building and Zoning Laws. All building and other improvements referred to in Paragraphs 2, 3, 4, 5, 6 and 8 hereof, shall (i) comply with the applicable building and zoning laws of the state, county, municipal or other subdivision in which the Shopping Center is situated, including all laws, ordinances, orders, rules, regulations and requirements of all federal, state, county and municipal governments and the appropriate departments, commissions, boards and officers thereof; (ii) comply with all fire separation requirements; (iii) be in accordance with the standards of Factory Mutual Engineering Association, Industrial Risk Insurers or such other similar organization approved by the Department Stores and Developer; and (iv) comply with orders, rules and regulations of the National Board of Fire

Underwriters or any other body now or hereafter constituted performing similar functions in Racine County, Wisconsin. Each of the parties hereto agrees that it shall obtain, at its expense, all necessary government approvals, authorizations, permits and certificates of occupancy necessary to permit the construction and operation of its respective improvements for the purpose contemplated by this Agreement; provided that all permits for the improvements to be provided by Developer under Paragraphs 8A, 8B and 8C hereof shall be obtained by Developer at its expense.

B. Removal of Liens. Each party agrees that in the event any mechanic's lien or other statutory lien shall be filed during the term of this Agreement against its respective Parcel and/or the Parcel of any other party by reason of work, labor, services or materials supplied to or at the request of it pursuant to construction or expansion or repair or replacement of improvements on its Parcel, the party whose action caused such lien shall pay and discharge the same of record within thirty (30) days (i) after the filing thereof or (ii) after the receipt of statutory notice of the filing thereof (if provided for), subject to the provisions of the following sentence. Each such party whose action caused such lien shall have the right to contest the validity, amount and/or applicability of any such respective liens, by appropriate legal proceedings, and so long as it shall furnish security, as hereinafter provided, and be prosecuting such contest in good faith, the requirement that such liens be paid and discharged within said 30 day period shall not be applicable; provided, however, that in any event, such party whose action caused such lien shall, within thirty (30) days after filing thereof, bond or guarantee

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payment of such liens in an amount (but in no event less than the amount claimed under said liens) and form sufficient to induce the company which insured title of the respective Parcel of each of the other parties to insure through such liens or to reissue or update its existing policy without showing any title exceptions by reason of such liens and such party whose action caused such lien shall defend, indemnify and save harmless each of the other parties from all loss, damage, liability, expense or claim whatsoever (including attorney's fees and other costs of defending against the foregoing) resulting from the assertion of any such liens. In the event such legal proceedings shall be finally concluded adversely to the party contesting such liens, it shall within five (5) days thereafter cause the liens to be discharged of record. Anything herein to the contrary notwithstanding, Developer agrees to protect, defend, indemnify and hold harmless the Department Stores from any and all loss, cost and expense arising out of any liens or claims for work or labor done or to be done, or for materials furnished to or to be furnished in connection with the installations to be completed by Developer pursuant to Paragraphs 8A, 8B and 8C hereof except that Developer shall have the right to contest the validity of any lien or claim arising therefrom in the manner and upon the same conditions as is hereinabove afforded each party.

10. Construction and Opening of Shopping Center.

A. Commencement of Construction. Federated, Bergner and Developer shall each commence construction of the improvements specified in Paragraphs 3A, 4A and 6A hereof, respectively, on or before May 5, 1980 and Penney shall commence construction of the improvements specified in Paragraph 2A hereof on or

before January 1, 1981, or upon such later date that each of the following conditions have been satisfied: (i) the Parcel of such party has then been graded sufficiently to permit construction and the Permissible Building Area of such party has been prepared for construction in accordance with the Site Development Plans and Outline Specifications; (ii) construction roads, temporary utilities and staging areas have been installed in accordance with the Site Development Plans and Outline Specifications; (iii) that Developer shall have delivered to each of the Department Stores a certification that Developer has entered into a contract for the construction of the Enclosed Mall and Mall Stores in conformity with the plans and specifications approved by the Department Stores with a contractor or contractors satisfactory to the Department Stores (Jacobs Brothers Co. of Cleveland, Ohio being a contractor satisfactory to the Department Stores), and (iv) Developer has obtained an interim loan in an amount at least equal to the projected cost to complete the Enclosed Mall and Mall Stores and reasonable evidence of the source of funds in excess of such interim loan required to complete the Enclosed Mall and Mall Stores, if any. It shall be a further condition of the obligation of Federated and Bergner to commence construction of their respective improvements that Developer and one other Department Store shall have then commenced or shall simultaneously commence construction of the enclosed Mall and Mall Stores and it shall be a further condition of the obligation of Penney to commence construction of its Store that Developer shall then be actively constructing the Enclosed Mall and Mall Stores and that at least one Department Store shall then be actively constructing its Store. In the

event that each of the foregoing conditions of the obligations of each of the parties to commence its construction is not satisfied prior to or during a portion of a construction season sufficient to permit a meaningful portion of construction to go forward, (April 1 to October 1) such party may delay commencement of construction until the next construction season; provided, however, that in the case of Penney, Penney shall commence its construction without regard to such construction season in sufficient time to permit it to complete construction and open its Store on the date provided in Paragraph 10B if the other conditions set forth above have then been satisfied.

B. Completion of Construction and Opening for Business. Each Department Store shall complete construction of its respective Store and other improvements and, in the case of Federated and Bergner, shall open or cause the same to be open for business on not later than the later of August 5, 1981 or the date fourteen (14) months following the date that such party was obligated to commence construction and, in the case of Penney, shall cause the same to be open for business on not later than the later of March 3, 1982 or the date fourteen (14) months following the date Penney was obligated to commence construction. Developer shall complete its construction of the Enclosed Mall and Mall Stores in accordance with the approved final plans and specifications and will complete or cause its tenants to complete improvements for individual Mall Stores at such time as will permit the Enclosed Mall and not less than one hundred fifty thousand (150,000) square feet of Floor Area within the Mall Stores to formally open for business on the date that not less than two (2) Department Stores are formally open for business (but in no event prior to August 5, 1981),

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so as to provide a common opening date for the Shopping Center. If, at any time on or after August 5, 1981, one Department Store shall have completed construction of its Store and shall elect to open for business, Developer agrees to open the Enclosed Mall and so much of the Floor Area of Mall Stores as is then reasonably possible for business on the day such Department Store shall so open for business. Notwithstanding the foregoing, no Department Store shall be obligated to open its Store for business until one other Department Store is open or will simultaneously open for business and the Enclosed Mall, together with at least one hundred fifty thousand (150,000) square feet of Floor Area within the Mall Stores are open or will simultaneously open for business. In addition to the foregoing, no Department Store shall be obligated to open its Store for business until the on-site and off-site improvements to be constructed by Developer pursuant to Paragraphs 8A, 8B and 8C have been completed. Anything herein to the contrary notwithstanding, it is mutually agreed that no party shall be required to open for business between November 1 and February 1, or between May 1 and July 31, or during the forty-five (45) days prior to Easter or on a Saturday, Sunday or legal holiday.

C. Obligations with Respect to Later Construction. Each of the parties agrees that in the event that it shall undertake or be pursuing construction of any building or other improvements to be initially constructed on its Parcel at any time after any other party shall be open for business or, following completion of such initial construction, shall thereafter elect to alter or expand or modify any such improvement at any time that the improvement of any other party shall be open for business, the party so undertaking

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such construction, alteration or expansion shall take such steps as may be reasonably necessary to minimize interference with the ongoing business of the Shopping Center including, but without limitation: (i) the erection of attractive construction barricades adequate to restrict the public's access to the portions of such party's Parcel involved and to provide security for any areas used for contractor's offices and storage of materials and supplies; (ii) the confining of its construction equipment and materials to a staging area(s) on such party's Parcel at a location(s) to be approved by the other parties hereto, which approval shall not be unreasonably withheld; (iii) the exercise of its best efforts to have all its contractors, agents and employees who park in the Shopping Center elsewhere than on the Parcel of such party to park only within such areas as may be designated with the approval of the other parties hereto, which approval shall not be unreasonably withheld; (iv) the exercise of its best efforts to have all its contractors, agents and employees use only such entrances to and roadways within the Shopping Center as may be designated with the approval of the other parties hereto, which approval shall not be unreasonably withheld, for all deliveries of materials and the like and the removal of construction spoil and debris; and (v) the removal of all dirt, spoil and construction debris from the Shopping Center at regular intervals. Each Department Store hereby agrees that in the event that during the course of its initial construction it shall damage any of the on-site or off-site improvements to be constructed by Developer pursuant to Paragraphs 8A, 8B or 8C hereof (without regard to whether such improvements are located upon the Parcel of such Department Store or

elsewhere within the Shopping Center), such Department Store shall be responsible for the repair or replacement of the on-site or off-site improvements so damaged. Each party further agrees that in the event that it shall undertake construction of new improvements or the alteration or expansion of existing improvements upon its Parcel at any time during the term of this Agreement, such party shall be responsible for and shall repair or replace any improvements on the Parcel of any other party, including building improvements and Common Area improvements, which may be damaged during the course of and by reason of such construction.

11. Access Easements.

A. Grant of Access Easements.

(1) Each of the owners of the Department Store Parcels and the Developer Parcel hereby grants to each of the other owners, their respective successors and assigns, for the benefit of the Parcel of each such owners; to wit, the Penney Parcel, Federated Parcel, Bergner Parcel and the Developer Parcel, as the case may be, the perpetual (subject to termination upon abandonment as provided in Paragraph 21Q hereof), non-exclusive right, privilege and easement to use for pedestrian and vehicular traffic only, the strips of land over portions of each grantor's Parcel, the location and width of which strips of land are shown on the Phase A Site Plan and indicated thereon by cross-hatching, to provide ingress to and egress from their respective parcels and Green Bay Road, Durand Avenue and the proposed roadway located adjacent to the easterly boundary of the Developer Additional Parcels, together with the rights and subject to the restrictions and reservations set forth in Paragraphs 11B and 11C.

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(2) Each of the owners of the Department Store Parcels hereby grants to Developer, its successors and assigns, for the benefit of the Fringe Land Parcels and the Developer Additional Parcels and Developer, as owner of the Developer Parcel, for its successors and assigns, hereby declares for the benefit of the Fringe Land Parcels and the Developer Additional Parcels, the perpetual (subject to termination upon abandonment as provided in Paragraph 21Q hereof), non-exclusive right, privilege and easement to use, for pedestrian and vehicular traffic only, the strips of land over portions of each grantor's or declarant's Parcel, the location and width of which strips of land are shown on the Phase A Site Plan and indicated thereon by cross-hatching, to provide ingress to and egress from the Fringe Land Parcels and the Developer Additional Parcels and Green Bay Road, Durand Avenue and the proposed roadway located adjacent to the easterly boundary of the Developer Additional Parcels, together with the rights and subject to the restrictions and reservations set forth in Paragraphs 11B and 11G.

(3) The owner of the Developer Parcel hereby grants to each of the owners of the Department Store Parcels, their respective successors and assigns, for the benefit of the Department Store Parcels, and hereby declares for itself and its successors and assigns for the benefit of the Fringe Land Parcels and the Developer Additional Parcels, the perpetual (subject to termination upon abandonment as provided in Paragraph 21Q hereof), non-exclusive right, privilege and easement to use, for pedestrian and vehicular traffic only, the strip of land over the Developer Parcel, which is shown by cross-hatching on the Phase B Site Plan, provided that the grantees each agrees to make no use of such easement

until the date of completion of the construction of a roadway within such strip of land in connection with the expansion of the Shopping Center by the addition of the Future Major Store. Upon the date that the right to use the Access Easement granted by this Paragraph 11A(3) shall commence, that portion of the Access Easement granted pursuant to Paragraph 11A(1) above and shown as being lightly shaded within the dashed lines on the Phase B Site Plan shall forthwith automatically terminate and be of no further force and effect.

B. Use of Access Easements. Each grantee of the Access Easements granted or declared pursuant to Paragraph 11A, its successors and assigns, shall have the right to use the roadways constructed upon the land covered by such easements and the right to permit its tenants and their respective officers, employees, agents, customers, business visitors, business guests, licensees and invitees to similarly use such Access Easements, such use to be in common with the grantor or the declarant thereof, their respective successors and assigns and all other persons claiming by, through or under them. Each grantor or declarant of the Access Easements referred to in Paragraph 11A agrees, during the term thereof, not to obstruct or interfere in any way with the free flow of pedestrian and vehicular traffic over the roadways located upon its Parcel within such Access Easements, except to the extent deemed necessary for reasonable repair and maintenance, or to prevent a dedication thereof, or the accrual of any rights of the public therein. Each grantee of said Access Easements shall have the right during the term thereof to maintain, repair and replace roadways constructed upon those portions of the Parcels of the grantor or declarant over which such Access Easements are granted or declared (and/or

any relocation thereof pursuant to Paragraph 11C), provided that such grantee shall give such grantor or declarant not less than thirty (30) days advance written notice of its intention to maintain, repair or replace such roadways and such grantor or declarant shall fail to commence such work within thirty (30) days thereafter. The foregoing rights, privileges and easements are intended to be and shall be construed as appurtenant to and for the benefit of each of the Department Store Parcels, the Developer Parcel, Fringe Land Parcels and Developer Additional Parcels, as the case may be.

C. Relocation of Access Easements. Each grantor of the Access Easements referred to in Paragraph 11A reserves the right, from time to time, without obtaining the consent or approval of any grantee, to change the location of such Access Easements and the roadways over such grantor's Parcel which are located within such Access Easements so long as any such relocation does not unreasonably restrict the accessibility of traffic around the perimeter of the Shopping Center and to each of the Parcels benefitted thereby and to Green Bay Road, Durand Avenue and the proposed roadway adjacent on the east to the Developer Additional Parcels, provided (i) that the grantor so desiring to relocate such Access Easement shall give not less than thirty (30) days notice of its intention to each of the grantees, (ii) that substitute easements are granted for such new location in recordable form, and (iii) that such grantor constructs at its expense a new roadway on such new location which is in all respects at least equal to the roadway in the old location. All subsequently granted easements created to effect a relocation of any Access Easement shall not be subject to defeasance by paramount title, and any mortgages shall be

subordinated to such relocated easements.

12. Common Area, Perimeter Sidewalks, Construction, Support and Encroachment and Fire Corridor Easements.

A. Grant of Common Area Easements.

Each of the owners of the Department Store Parcels and the Developer Parcel hereby grants to each of the other owners, their respective successors and assigns, as grantee, for the benefit of the Department Store Parcels and the Developer Parcel, the non-exclusive right, privilege and easement (subject to the right to temporarily barricade as provided in Paragraph 14A(v) hereof) to use such Common Areas as are from time to time constructed on each grantor's Parcel (except those portions of Common Areas comprising access roadways, for which provision is made in Paragraph 11 hereof) and to permit the officers, employees, agents, customers, business visitors, business guests, licensees and invitees of the grantees, their respective tenants, successors and assigns, to use the same, in common with the grantor thereof, its successors and assigns and all other persons claiming by, through or under it, for pedestrian and vehicular traffic, for parking purposes and for the purposes of ingress and egress to and from the Department Store Parcels and the Developer Parcel, respectively, subject, however, to the provisions of Paragraph 12B.

B. Modification of Common Areas. Each grantor of the Common Area Easements referred to in Paragraph 12A reserves the right, from time to time without obtaining the consent or approval of the grantees, to make any changes, modifications or alterations in those portions of such grantor's Parcel which are subject to the foregoing Common Area Easements, including the right to add to or diminish such Common Areas in connection with the construction or expansion of any buildings permitted under this Agreement, provided (i) that the

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height, location and width of the Enclosed Mall, once constructed, shall not be altered, (ii) that the interior design, decorative treatment and amenities for the Enclosed Mall within the areas that are initially subject to approval by a Department Store shall not be altered without the consent of such Department Store, (iii) that such changes, modifications or alterations do not reduce the number of parking spaces remaining on such grantor's Parcel below a ratio of 5.0 parking spaces for each 1,000 square feet of Floor Area on such grantor's Parcel, (iv) that such changes, modifications and alterations do not unreasonably restrict circulation of vehicular or pedestrian traffic within the Shopping Center and do not unreasonably restrict ingress and egress to and from the Department Store Parcels and the Developer Parcel, respectively, and the improvements constructed thereon and (v) that such changes, modifications and alterations are otherwise in full compliance with this Agreement.

C. Perimeter Sidewalk Easements. Each of the owners of the Department Store Parcels and Developer Parcel hereby grants to each of the other owners, their respective successors and assigns, for the benefit of the Department Store Parcels and the Developer Parcel, the non-exclusive right, privilege and easement to use the Perimeter Sidewalks from time to time constructed on each grantor's parcel and to permit the officers, employees, agents, customers, business visitors, business guests, licensees and invitees of the grantees, their respective tenants, successors and assigns, to use the same, in common with the grantor thereof, its successors and assigns and all other persons granted by, through or under it, for pedestrian traffic and for the purposes of ingress and egress to and from the Department Store Parcels and the Developer Parcel, respectively.

D. Construction Easements. Each of the owners of the Department Store Parcels and Developer Parcel hereby grants to each of the other owners, their respective successors and assigns, for the benefit of the Department Store Parcels and the Developer Parcel, the non-exclusive right, privilege and easement (a) to use the Common Areas and, where necessary and only prior to the opening for business by a grantor, portions of the Permissible Building Areas of the grantor, in connection with a grantee's construction of the improvements referred to in Paragraphs 2, 3, 4, 5, 6 and 8 hereof, and (b) to use after the opening for business by a grantor such portions of the Common Areas on the Parcel of the grantor as may be reasonably required by a grantee in connection with the later construction or expansion of any improvements on the Parcel of the grantee permitted to be constructed or expanded under the terms of this Agreement, or in connection with the alteration, improvement or maintenance of any existing building improvements, utilities, or Common Areas on the Parcel of the grantee to the extent that the same is required or permitted under the terms of this Agreement. The parties agree to cooperate in exercising the foregoing rights, privileges and easements so as to minimize interference with the activities of a grantor on its Parcel. Except in the case of an emergency, a grantee intending to exercise the rights granted under clause (b) above shall, within a reasonable time before it commences any work, submit to the grantor on or over whose Parcel such easement is needed information in reasonable detail indicating the portion of the Parcel of the grantor to be used and the purpose for which it is to be used. Only if any such work would materially obstruct ingress to either the Common Areas

or the building improvements on the Parcel of the grantor, shall the grantor have the right to disapprove the proposed use by the grantee and, in such event, within ten (10) days after its receipt of the information indicating the proposed use, the grantor whose Parcel is affected thereby shall notify the grantee whether it approves or disapproves the same. Each grantee exercising the rights reserved under this Paragraph 12D shall promptly repair, replace or restore any and all improvements of the grantor which have been damaged or destroyed by the grantee in the exercise of the rights granted hereunder and shall defend and hold the grantor harmless from all loss, liability, cost or expense incurred in connection with the exercise of the aforesaid rights, unless the same was due to the negligence of the grantor.

E. Grant of Support Easements and Encroachment Rights. Each of the owners of the Department Store Parcels and the Developer Parcel hereby grants to each of the other owners, their respective successors and assigns, for the benefit of the Department Store Parcels and the Developer Parcel, the non-exclusive right, privilege and easement (a) to use only during the period of initial construction, portions of the Parcel of the grantor for the construction of underground footings, foundations and caissons which do not extend more than five (5) feet within the boundary lines of the Parcel of the grantor, and after the completion of such construction to use, maintain, repair and replace any such underground footings, foundations and caissons, and (b) to use such portions of the Parcel of the grantor and the building improvements erected thereon, as may be designated for such use by the grantor thereof, (i) for the support of

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building improvements (including the Enclosed Mall) constructed on the grantee's Parcel by building improvements constructed on the grantor's Parcel (including the right of attachment thereto), and (ii) for the maintenance, repair and replacement of such building improvements of the grantor required for such attachment and support, provided the manner of attachment shall be designed in accordance with good construction practice in the manner customary for improvements of such type and shall be completed in accordance with plans and specifications which have received the prior approval of the grantor, and (c) to use portions of the Parcel of the grantor for the installation, maintenance, repair and replacement of any improvements such as signs, lights and entrances, marquees, canopies or other overhangs of like nature encroaching upon the Parcel of the grantor, provided the encroachments described in this clause (c) do not encroach more than three (3) feet (or such greater amount as may be shown on the plans and specifications approved by the grantor) and are attached to buildings constructed by the grantee. The plans and specifications showing the improvements hereinbefore described shall be submitted to the grantor of the easements for its written approval thereof (which approval shall not be unreasonably withheld or delayed, except that in the case of an easement for the attachment and support of building improvements pursuant to clause (b) above, the plans and specifications thereof shall be approved or disapproved in writing in the sole discretion of the grantor), and such approval shall constitute designation by such grantor of the portions of its Parcel and improvements to be used for the above stated purposes. Each grantee agrees (i) to pay to the grantor the

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additional cost of construction, maintenance, repair and replacement of any common footings, foundations and retaining walls constructed by the grantor arising on account of the additional load contributed by the grantee's improvements, (ii) to use due care in the exercise of the rights granted hereunder, and in the event exercise of the rights granted hereunder requires the grantee to enter upon the Parcel or improvements of the grantor, to first obtain the consent of the grantor, which consent shall not be unreasonably withheld or delayed, as to the methods and timing in the exercise of such rights, and (iii) at such grantee's expense, promptly to repair, replace or restore any and all improvements of the grantor of such rights which have been damaged or destroyed by grantee in the exercise of the rights granted hereunder and to defend and hold grantor harmless from all loss, liability, cost or expense incurred in connection with the exercise of the aforesaid rights, unless the same was due to the negligence of the grantor. Each grantor of any of the easements described in this Paragraph 12E shall, from time to time upon the request of the grantee thereof, execute and deliver to said grantee an instrument, in recordable form, legally sufficient to further evidence the grant of any of the foregoing easements, the location thereof and such other conditions to the grant of said easements as may have been mutually agreed upon, which instrument shall have been prepared by the grantee and shall be subject to the approval of the grantor, which approval shall not be unreasonably withheld or delayed. Each grantor of the foregoing easements other than Developer shall have the right upon the giving of ninety (90) days prior notice to the grantee to remove any walls, footings, foundations and the like if such party shall be entitled

to and shall elect to raze its building improvements on its Parcel and to terminate such easements so long as adequate provision shall be made as between the grantor and grantee to protect the structural integrity of any building improvements then remaining on the Parcel of the grantee.

F. Grant of Fire Corridor Easements. Developer hereby grants to Penney, its successors and assigns, for the benefit of the Penney Parcel, the non-exclusive right, privilege and easement to use in common with Developer, fire corridors adjacent to the Penney Store at the locations shown on the Site Plans, which fire corridors Developer hereby agrees to construct. In the event that the width of such fire corridors as shown on the Site Plans is not adequate to meet applicable code requirements, Penney and Developer shall, not later than January 31, 1980, increase the width of such fire corridors to such width as may be mutually acceptable to such parties, provided, however, that the same shall be located on the Developer Parcel in any event. Developer hereby grants to Federated, its successors and assigns, for the benefit of the Federated Parcel, the non-exclusive right, privilege and easement to use in common with Developer for fire exiting purposes in the event that Federated shall elect to construct or expand the Federated Store as a two story building, the corridor adjacent to the Federated Store at the location shown on the Site Plans, which corridor Developer hereby agrees to construct.

G. Term of Easements. The foregoing rights, privileges and easements granted pursuant to this Paragraph 12 are intended to be and shall be construed as appurtenant to and for the benefit of the Department Store Parcels and the Developer Parcel, as the case may be, and shall be effective

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from the date of filing this instrument for record and shall continue thereafter during the term of this Agreement, except that the rights, privileges and easements granted in accordance with Paragraphs 12E and 12F above shall be subject to earlier termination to the extent expressly permitted in such Para-graphs and if not so terminated, shall continue after the term of this Agreement so long as the improvements benefitted thereby remain in existence.

13. Utility Easements.

A. Grant of Utility Loop System Easements. Each of the owners of the Department Store Parcels, the Developer Parcel and the Fringe Land Parcel Nos. 1, 3 and 4 hereby grants to each of the other owners, their respective successors and assigns, and, in the case of Developer, hereby declares for itself and its successors and assigns, for the benefit of the Department Store Parcels, the Developer Parcel and the Fringe Land Parcels, the perpetual (subject to termination upon abandonment as provided in Paragraph 21Q hereof or until a dedication thereof to appropriate governmental authorities), non-exclusive right, privilege and easement to install, tie into, use, maintain, repair and replace underground utility facilities, such as water, gas, electric (including lines to serve the Shopping Center identification signs permitted by this Agreement and erected by Developer) and telephone lines and storm and sanitary sewers, on portions of the Parcels of each of such owners at such place, however, to be designated by the owner of the Parcel on which any such installation is to be made, which designation shall be deemed to have been made by approval of the final plans for such facilities prepared in accordance with the Site Development Plans. Such facilities when installed are hereinafter referred to collectively as

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the "Utility Loop System" and may, however, be relocated at any time and from time to time at the expense of such grantor, provided that substitute easements are granted for such new location and provided, further, that such relocation (i) shall be undertaken in a manner and at times so as to cause as little interruption in service as is reasonably possible, (ii) shall not interfere with, or increase the cost of or diminish such utility services to the grantees, and (iii) shall not unreasonably interfere with the flow of traffic on the Shopping Center during the period of such relocation.

B. Easements for Underground Trunk Mains. Each of the owners of the Department Store Parcels hereby grants to the owner of the Developer Additional Parcels, its successors and assigns, and Developer, as owner of the Developer Parcel and Fringe Land Parcels, for its successors and assigns, declares for the benefit of the Developer Additional Parcels, the perpetual (subject to termination upon abandonment as provided in Paragraph 21Q hereof or until a dedication thereof to appropriate governmental authorities), non-exclusive right, privilege and easement to tie into and use the underground trunk water, storm and sanitary sewer lines comprising part of the Utility Loop System (hereinafter for convenience referred to collectively as the "Underground Trunk Mains") over portions of the Parcel of each of such owners provided that: (i) all connecting utility lines constructed on the Shopping Center from the Underground Trunk Mains which only serve buildings and other improvements to be constructed on the Developer Additional Parcels shall be installed at the expense of the owner of the Developer Additional Parcels at the time of the installation of the Utility Loop System; (ii) the owner of the Developer Additional

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Parcels shall assume any additional expense which may arise from the necessity of increasing the sizing of Underground Trunk Mains to accommodate the requirements of the Developer Additional Parcels; and (iii) the owner of the Developer Additional Parcels shall prohibit and prevent the use and occupancy of any and all improvements constructed on the Developer Additional Parcels in any manner which could result in taxing the capacity of such portions of the Underground Trunk Mains beyond the capacity for such Parcels used by the Engineer (hereinbefore referred to) in designing the total capacity of such portions of the Underground Trunk Mains to accommodate the total requirements of the Shopping Center, the Fringe Land Parcels and Developer Additional Parcels. In the event of any proposed transfer of title of less than all of the Developer Additional Parcels, it shall be a condition of such transfer of title, that the transferor and transferee shall enter into an agreement, in recordable form and in substance satisfactory to each of the owners, which shall be legally sufficient for the purpose of recognizing the obligation of such transferree(s) to observe the foregoing obligations as the same apply to the land to be so transferred, as covenants running with the land as so subdivided. The owner of the Developer Additional Parcels hereby grants to each of the owners of the Department Store Parcels, their successors and assigns, and Developer, for itself and its successors and assigns, hereby declares for the benefit of the Department Store Parcels, the Developer Parcel and the Fringe Land Parcels the perpetual (subject to termination upon abandonment as provided in Paragraph 210 hereof or until the dedication thereof to appropriate governmental authorities), non-exclusive right, privilege and easement to

use any connecting utility lines which the owner of the Developer Additional Parcels may elect to install under the provisions of this Paragraph 13B in the event and to the extent that such lines may be extended on or over the Developer Additional Parcels to tie into trunk storm or sanitary sewer lines maintained by any public or private utility and which thereby constitute an extension of the Utility Loop System serving the Shopping Center.

C. Dedication of Utilities. The parties hereto agree that any one or more of the utility facilities comprising the Utility Loop System and/or the Underground Trunk Mains together with appropriate easements therefor may be dedicated to the appropriate governmental authority, or otherwise assigned to the appropriate public utility company, as the case may be, provided that such dedication or assignment shall not interfere with, or increase the cost of, or diminish the utility services available to the parties hereto or others entitled to the use thereof, and that such dedication or assignment shall not affect the rights reserved to the parties hereto pursuant to Paragraphs 13A and 13B above. In the event of such dedication or assignment, said utility facilities and easements may benefit lands other than the lands specified in Paragraphs 13A and 13B above, provided that any increase in costs incurred in order to provide and/or maintain facilities adequate to serve any such additional lands shall be borne by said governmental authority or public utility or the owners of such additional lands, as the case may be. The parties further agree, upon request therefor, to execute and deliver such instrument or instruments as may be necessary to effect said dedications and/or assignments.

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D. Maintenance of Utilities. The owners of the Department Store Parcels, the Developer Parcel, the Fringe Land Parcels and the Developer Additional Parcels each agrees (subject to the obligations of Developer contained in Paragraph 8H hereof) to keep in good order, condition and repair, at its own expense each lateral or line which exclusively serves its respective building improvements from the point of connection of the lateral or line with the Utility Loop System. The owners of the Department Store Parcels, the Fringe Land Parcels and the Developer Parcel each hereby further agrees (subject to the obligations of Developer contained in Paragraph 8H hereof and except to the extent that such utility facilities may be operated or maintained by a governmental authority or public utility), to keep in good order, condition and state of repair so much of the utility facilities comprising a part of the Utility Loop System (being water, fire protection, gas [if available for space heating], telephone and electric lines and storm and sanitary sewers) as are located within their respective Parcels. The owners of the Department Store Parcels, the Developer Parcel, the Fringe Land Parcels and the Developer Additional Parcels each further agree that unless the need for any such repairs shall be due to the negligent act of another owner or its officers, agents, employees, tenants or contractors in which case such negligent owner shall pay the entire cost of such repair, the reasonable cost and expense of any maintenance or repair of each such utility facility incurred by the owner of a Department Store Parcel, a Fringe Land Parcel or the Developer Parcel shall be shared by the owners of the Department Store Parcels, the Developer Parcel, the Fringe Land Parcels and the Developer Additional Parcels

in that proportion which the number of acres of its respective Parcel bears to the aggregate number of acres within the Parcels which are connected to and served by the utility facility so requiring repair. Payments due to the owner of the Parcel performing any such repairs shall be made by the owners of the Department Store Parcels, Developer Parcel, the Fringe Land Parcels and the Developer Additional Parcels, as the case may be, within thirty (30) days following proper billing therefor. In the event that any owner shall fail to timely perform any maintenance obligation as provided herein, the other owners shall be entitled to exercise the right of self-help provided for in Paragraph 15F hereof.

14. Restrictive Covenants.

A. Limitations on Construction, Occupancy and Signs. Each of the parties hereto, on behalf of itself and its successors and assigns, hereby covenants and agrees, each only with respect to its Parcel described herein, which covenants shall be for the benefit of the other parties hereto, their successors and assigns and their respective Parcels described herein, that:

(i) No building or buildings shall be erected or expanded on any Department Store Parcel or the Developer Parcel except within the Permissible Building Areas and with an exterior wall or walls, as the case may be, abutting the Fixed Building Lines thereof, to the extent shown on the Site Plans and located as shown thereon. The term "building" does not include (a) exterior canopies, marquees or overhangs of like nature affixed to any building improvements in conjunction with an entrance thereto provided the same shall not extend more than twenty-five (25) feet from such building, nor (b) transformer pads, provided that such pads shall be located not more than twenty-five feet (25') outside Permissible Building Areas, (c) any drive-in bank or savings and loan

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teller stations (as distinguished from the building itself) on the Developer Parcel nor (d) any drive-thru window-facilities erected in connection with a restaurant on the Developer Parcel.

(ii) No occupancy of any building or buildings to be constructed or expanded on any Department Store Parcel or on the Developer Parcel shall be permitted unless and until there shall be provided, on such Parcel, improved ground level parking spaces for at least five (5) cars for each one thousand (1,000) square feet of Floor Area located within existing buildings or any expansion thereof or any additional building or buildings on such Parcel. No occupancy of any building or buildings to be constructed or expanded on any Fringe Land Parcel or on Developer Additional Parcel No. 1 or Developer Additional Parcel No. 2 shall be permitted unless and until there shall be provided, on such Parcel, improved ground level parking spaces for at least five (5) cars for each one thousand (1,000) square feet of Floor Area devoted to retail use (including restaurants and other uses not described below), two and one-half (2-1/2) cars for each one thousand (1,000) square feet of Floor Area devoted to commercial office buildings, financial institutions and related uses and one (1) car for each three (3) seats in any theatre. The owners of the Department Store Parcels, the Developer Parcel, the Fringe Land Parcels and the Developer Additional Parcels each agrees not to construct multi-level parking decks or garages on their respective Parcels except to the extent that the same shall be permitted or required by Paragraph 16 hereof following a taking by condemnation or eminent domain.

(iii) Except for buildings constructed within Permissible Building Areas E, F, G, H and I which shall not exceed three (3) floors in height, and further, except for

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the Enclosed Mall, no building shall be constructed in the Shopping Center which shall exceed twenty-six (26) feet in height above ground level or be more than one (1) floor in height; provided, however, that any of said buildings may have cooling towers, elevator penthouses and similar structures (all of which shall be enclosed) above the highest permitted floor.

(iv) No buildings other than the Future Major Store shall be constructed within Permissible Building Area I.

(v) There shall be no selling activities conducted on the Department Store Parcels or the Developer Parcel outside the buildings constructed within the Permissible Building Areas other than within a maximum of five (5) kiosks in the Enclosed Mall provided, however, that no such kiosks shall (a) contain more than two hundred fifty (250) square feet of Floor Area or be erected so as to provide less than thirteen (13) feet of clearance between the kiosk and the walls of the Enclosed Mall, or (b) be erected within one-hundred fifty (150) feet of the entrance on the Enclosed Mall of any Department Store (such distance to be measured from the center of the entrance turning right angles along the Enclosed Mall), nor within the center court of the Enclosed Mall; or (c) be devoted to a use which results in obnoxious odors or unsightliness, or (d) offer for sale food or beverages for consumption on the Shopping Center. No fence, structure or other obstruction of any kind (except traffic control devices such as curbs, islands and the like and except as may be necessary for the drive-in teller stations, restaurant drive-thru facilities and kiosks hereinabove specifically permitted) shall be placed, kept, permitted

or maintained upon areas located outside of the Permissible Building Areas without the prior written consent of the parties hereto, except such of the foregoing as are reasonably necessary or proper for the construction, repair or rebuilding authorized hereunder, and except that each party shall have the right, on one day during each calendar year during periods when the Shopping Center is not open for business, to erect barriers or chains for the purpose of denying access to the Common Areas on its Parcel in order to avoid the possibility of dedicating the same for public use or creating prescriptive rights therein.

(vi) All signs installed or maintained within the Shopping Center and on the Fringe Land Parcels and Developer Additional Parcels shall conform to the Sign Criteria attached hereto as Exhibit C and made a part hereof.

(vii) For a period of twenty-five (25) years from the date the first Department Store opens for business in the Shopping Center, none of the buildings constructed on the Department Store Parcels or the Developer Parcel shall be razed or removed from their respective Permissible Building Areas except as may be necessary prior to rebuilding following damage or destruction or as may be permitted pursuant to Paragraph 17B hereof, or as a result of a taking by condemnation or eminent domain in which event the provisions of Paragraph 18 hereof shall govern, or unless such party shall promptly replace such building with a new building which is architecturally harmonious with the balance of the building improvements then on the Shopping Center, of first-class construction and in compliance with the minimum size requirements as specified in Paragraphs 2A, 3A, 4A, 5A and 6A.

respectively, provided, however, that Penney may at any time raze or remove its Automotive Service Building (if it shall elect to build same) upon the condition that it shall promptly restore the ground by addition of parking facilities or landscaping thereon. If, at any time after the expiration of the twenty-five (25) year period set forth above, a Department Store shall elect to discontinue transacting business within the Shopping Center and shall desire to raze or remove the building constructed on its Parcel (other than following damage or destruction, condemnation or to permit the commencement of construction of a replacement building within six (6) months thereafter), such Department Store shall give written notice to Developer and the other Department Stores of such election. Provided that Developer shall then be operating the Enclosed Mall and Mall Stores (or any portion thereof) for retail purposes, Developer shall have the option, exercisable by written notice to the Department Store so electing to raze its improvements given within sixty (60) days following the giving of notice thereof to Developer, to purchase the Parcel of such Department Store for the original purchase price of the land comprising such Department Store Parcel, the closing of such purchase to be completed within sixty (60) days following Developer's election to so repurchase. Conveyance of such Department Store Parcel to Developer shall be by Limited Warranty Deed free and clear of liens and subject only to (i) the easements, restrictions and covenants which affected the Department Store Parcel at the time of conveyance to such Department Store, (ii) building and zoning laws, ordinances and State and Federal regulations existing on the date of transfer, (iii) real estate taxes not then due and payable, and (iv) easements, restrictions

and covenants and other encumbrances to the extent the same have been consented to by Developer or if not consented to, to the extent the same shall not impair the use of such Parcel for retail department store purposes. The purchase price shall be paid by Developer to such Department Store in cash. If Developer shall not elect to so repurchase the Parcel of the Department Store desiring to raze its improvements, such Department Store shall be free to raze such building improvements provided that it shall restore the ground by the addition of parking facilities or landscaping thereon and shall thereafter maintain same in a sightly condition during the remainder of the term of this Agreement.

(viii) No charge shall be collected and no time limit shall be established for parking on the Shopping Center without the prior written consent of the parties and each party shall use its best efforts to require that its agents and employees, its tenants or concessionaires and their agents and employees, park their respective vehicles in or on such parking areas on its respective Parcel as are from time to time designated for employee parking by separate agreement among such owners.

(ix) In no event shall there be located within one hundred fifty lineal feet (150') of the entrance of a Department Store on the Enclosed Mall (measured along the center line of said Enclosed Mall) any fast food outlets offering food for sale for consumption off the premises, grocery supermarkets or movie theaters.

(x) The restrictions described in this Paragraph 14A shall be and remain in effect from the date of filing this instrument for record and shall continue thereafter until the expiration of the term of this Agreement.

(xi) Under existing regulations of the Wisconsin Department of Natural Resources (hereinafter called the "DNR") Developer has obtained approval for the construction of 691,084 square feet of GLA (Developer believes that the term "GLA" used by DNR is synonymous with the term "Floor Area" as used in this Agreement and agrees to use its best efforts to confirm such belief) in conjunction with the initial construction of the shopping center and 807,604 square feet of GLA if the Future Major Store is added to the Shopping Center. The parties agree that the foregoing approved GLA is allocated among the Parcels as follows:

Developer Parcel	261,612
Federated Parcel	160,900
Penney Parcel	151,905
Bergner Parcel	117,567
Subtotal GLA	691,084
Future Major Store	116,520
Total	807,604

Developer agrees that if the DNR determines that GLA is more inclusive than Floor Area, then the foregoing allocations to the Federated, Penney and Bergner Parcels shall be deemed automatically adjusted so that the foregoing measures shall permit construction of the above-specified amounts of Floor Area and the amount allocated to the Developer Parcel shall be reduced accordingly. Developer shall obtain such confirmation, and furnish copies thereof to each of the other parties prior to the commencement of construction by Developer. The Developer and each Department Store agree that it shall not erect improvements on its Parcel in excess of the square footage (as adjusted) allocated to it hereunder

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unless permission to erect such excess square footage is obtained from the DNR, and such approval does not limit or decrease any other Parcel's allocation as in this subparagraph (xi) provided.

Developer agrees not to seek any amendment or other modification of the DNR approval which will in any manner adversely effect the Floor Area which any other party may construct on its Parcel under this Agreement.

Each party acknowledges that Federated presently intends to initially construct on the Federated Parcel less than the 160,000 square feet allocated to its Parcel. In order to preserve the right of Federated to later expand to the 160,000 square feet allocated to it the parties agree as follows:

(A) Developer shall not construct any improvements on the Developer Parcel, Fringe Land Parcels or Developer Additional Parcels in excess of the 261,612 (as the same may be reduced as provided above) square feet allocated to the Developer Parcel (except for the Future Major Store to the limits of the above allocation) prior to expansion by Federated unless approval thereof has been duly obtained from the DNR without adversely affecting the right of Federated with respect to construction of its expansion on its Parcel;

(B) The Department Stores, other than Federated, agree that they will not expand any improvements on their Parcels (after completion of the initial construction, whether or not such initial construction is to the full square footage allocated thereto hereunder) prior to any initial expansion by Federated unless approval thereof has been duly obtained from the DNR without adversely affecting the rights of Federated with respect to construction on its Parcel of its expansion.

(C) Developer agrees with Federated that if Developer fails to observe the requirements of Subparagraph (A) above and as the result thereof Federated is unable to expand its Store to the full 160,000 square feet allocated to it hereunder, Developer shall, upon written request given to Developer by Federated, be obligated to and shall repurchase from Federated a portion of the Federated Parcel designated by Federated, which portion shall be contiguous to the Developer Parcel provided that the portion of the Federated Parcel remaining after such sale shall comply with the requirements of Paragraph 14A(ii) as to required parking spaces. The purchase and sale shall be closed within sixty (60) days after the giving of the notice by Federated. The purchase price shall be the purchase price paid by Federated to Developer for the Federated Parcel plus the amount of payments made to Developer for on and off-site construction pursuant to the Supplemental Agreement between Developer and Federated multiplied by a fraction, the numerator of which is the acreage of the portion to be sold and the denominator of which is the acreage of the Federated Parcel. The sale shall be closed in the manner provided in Paragraph 14A(vii) as to closings under that paragraph. After the closing, the portion of the Federated Parcel sold to Developer shall be added to and become part of the Developer Parcel for all purposes under this Agreement. Exercise by Federated of the foregoing rights shall in no way affect any other rights Federated may have as a result of Developer failing to observe the requirements of Subparagraph (A) above.

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B. Character of Operations. The parties agree that it is in their mutual best interest and important to the maximum utilization of their Parcels that the Shopping Center be developed as an integrated enclosed mall shopping center as provided for in this Agreement. In furtherance of this end Developer agrees that the Floor Area on the Developer Parcel will be used only by businesses for the retail selling of goods, wares, merchandise and services and in leasing Floor Area in the Developer Parcel, Developer shall use its best efforts to obtain a mix of occupants which (a) provide in the aggregate a balanced diversified grouping of retail stores, merchandise and services, (b) are of sound financial condition, (c) will efficiently utilize and not exceed the capacity of the available parking area or any portion thereof, and (d) will fixture, decorate and maintain their respective store premises in a tasteful and decorous manner, having regard for the general standards of appearance prevailing in first class regional shopping centers in the State of Wisconsin. Each party hereby covenants and agrees with each of the other parties that from the date of this instrument until the expiration of the term of this Agreement, each will use due diligence, subject to applicable law, to prevent activities on its respective Parcel which constitute an unreasonable disturbance of business, including, but without limitation, the use thereof for solicitation, demonstrations, distribution or passing out in the Enclosed Mall of handbills, pamphlets, advertisements or literature, itinerant vending or any other activity inconsistent with such standard or with the private ownership of the respective Parcels or any operation or use thereof or activity therein that would interfere with the performance or observance of this Agreement, or for any

purposes or use in violation of the laws of the United States, the State of Wisconsin, the County of Racine or the City of Racine or for any immoral or unlawful purposes whatsoever; or for any trade, business, occupation or vocation whatsoever that may in any way be illegal, disreputable or immoral. In furtherance of such standards, Developer shall not, without the prior consent of the other parties, at any time permit any occupant of the Developer Parcel to: (i) use, or permit to be used, the malls, or sidewalks adjacent to such occupant's space, parking areas, or any other area outside of buildings, for the sale or display of any merchandise or for any other business, occupation, or undertaking; (ii) use, or permit to be used, any advertising medium that might constitute a nuisance, such as loudspeakers, sound amplifiers, phonographs or radios or television broadcasts in a manner which can be heard outside of the premises of the occupant employing such medium; (iii) use or permit the use of any portion of such space for any types of occupants that create undue noise, litter or odor or clearly objectionable types of occupants, including for purposes of illustration establishments selling or exhibiting pornographic materials or for hotels, motor inns, new and used automobile dealers or funeral parlors; (iv) burn trash or store any trash or garbage in any area other than inside such occupant's own premises or such central area as may be designed for such purpose; or (v) park trucks and deliver vehicles so as to unreasonably interfere with, or suffer or permit any other use thereon to interfere with, the use of any driveways, walks, roadways, highways, streets, malls or parking areas or other Common Areas. If any occupant of space in the Developer Parcel shall violate the provisions of this Paragraph 14B, Developer

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shall not be deemed in violation of the provisions hereof if Developer shall use all reasonable means, including necessary legal action to compel such occupant to comply with the provisions hereof.

15. Maintenance, Heating, Air-Conditioning and Lighting. Each of the parties hereto, on behalf of itself and its successors and assigns, hereby covenants and agrees, each only with respect to its Parcel(s) described herein, that, unless otherwise hereinafter specifically provided, from the date of filing this instrument for record until the expiration of the term of this Agreement:

A. Maintenance of Buildings, Improvements and Common Areas. Subject to the provisions of Paragraph 10C and this Paragraph 15, each of the owners of the Developer Parcel and the Department Store Parcels shall, at its own expense, keep and maintain all buildings, improvements and Common Areas on its respective Parcel (each Department Store as to its Parcel and Developer as to the Developer Parcel) in good order and condition and state of repair, including, without limitation, keeping all Common Areas at all times in a clean, unlittered, orderly and sanitary condition; promptly removing, to the extent practicable, snow, ice, and surface waters; keeping all marking and directional signs on the Common Areas clear, distinct and legible; repairing, replacing and renewing all Common Area lighting as may be necessary; and planting, caring for and replanting all landscaped portions of the Common Areas. Notwithstanding the foregoing, from and after the date that at least one (1) Department Store and the Enclosed Mall and Mall Stores are first opened for business, Developer agrees to assume and perform "maintenance" of the Common Areas on the Parcel of each Department

Store from the date such Department Store shall open for business and for so long thereafter as such Department Store shall pay to Developer the amount specified in its Supplemental Agreement with Developer of even date herewith for the providing of such service. Each Department Store shall be relieved of the foregoing obligations to perform "maintenance" to the extent that and for so long as Developer shall have assumed same in such Supplemental Agreement. Developer shall have no obligation to perform "maintenance" for any Department Store during any period that such Department Store shall have not agreed to pay Developer therefor and such Department Store shall not be relieved of the obligations provided for in this Paragraph 15A during such periods. Each of the owners of the Fringe Land Parcels and the Developer Additional Parcels agrees that from and after the date that the first Department Store shall open for business within the Shopping Center, it shall maintain the Parcel then owned by it in a sightly condition and that it will thereafter maintain any buildings or other improvements constructed on such Parcel in good order and condition and state of repair consistent with the standards of maintenance observed by the parties with respect to the Shopping Center.

B. Enclosed Mall Maintenance Charge and Heating and Cooling of Department Stores. Each Department Store hereby agrees, provided the Enclosed Mall is being operated in conformity with the usual and customary standards maintained in the operation of enclosed shopping center malls and in accordance with Paragraph 15C hereof, (i) to pay to Developer the amount(s) specified during the period specified in its Supplemental Agreement with Developer as a contribution

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towards the expense of providing heating, cooling, lighting, cleaning and security for the Enclosed Mall and (ii) to use its best efforts to operate its heating or air-conditioning units in its Store so as to adequately heat or cool the same during the hours such facilities are open for business and to maintain temperatures therein at all times, so as not to cause any material decrease or increase in the temperature in the Enclosed Mall when the same is being heated or cooled, as the case may be. Each Department Store shall each be relieved of the obligations imposed by this Paragraph 15B if and for so long as access between its Store and the Enclosed Mall shall be permanently terminated by any person other than the party seeking such relief.

C. Operation of Enclosed Mall. Developer agrees to adequately, and in conformity with the usual and customary standards maintained in the operation of enclosed shopping center malls, heat, cool, light and clean the Enclosed Mall and provide security therefor during such period as any Department Store is obligated to make the contribution provided in Paragraph 15B above. The Enclosed Mall shall be adequately heated and cooled, as aforesaid, (a prevailing minimum temperature of 68°F with outside temperature ranging to -4°F during the heating season and a prevailing maximum temperature of 78°F and a relative humidity of 50% with an outside dry bulb temperature of 88°F coincident with a wet bulb temperature of 75°F during the cooling season), whenever a Department Store is open for business, or whenever 50% of the Floor Area of the Mall Stores is open for business, but in no event later than 10:30 p.m. Developer agrees to use its best efforts to maintain temperatures in the Enclosed

Mall and to cause tenants of the Mall Stores to maintain temperatures in such tenant stores, respectively, whether or not a Department Store is open for business, so as not to cause any material decrease or increase in the temperature in any Department Store when the same is being heated or cooled, as the case may be. It is further agreed by the parties hereto that the Enclosed Mall shall be open to the public and adequately lighted and the signs on the mall elevation of each Department Store on the Enclosed Mall shall be lighted when any Department Store or 50% of the Floor Area of the Mall Stores is open for business, but in no event shall such obligation extend beyond 10:30 P.M. The obligations of the parties specified in this Paragraph 15C shall be subject to any applicable governmental regulations now or hereafter established which limit the use of energy or hours of operation.

D. Lighting of Common Areas. During any period when (i) any two of the Department Stores or (ii) any one Department Store and 50% of the Floor Area of the Mall Stores is open for business, and for reasonable periods after such business hours, each owner of the Department Store Parcels and the Developer Parcel will, at its expense (a) keep all Common Areas (other than the Enclosed Mall) on its respective Parcel lighted (to a minimum maintained standard of one FC at finish grade) and open to the public, but in no event shall any owner be obligated to light such Common Areas (except with respect to the obligation for Security Lighting hereinafter referred to) later than 10:30 p.m., and (b) keep lighted for security purposes seven (7) days each week during the hours of darkness those lights to be erected in the Common Areas on its respective Parcel

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which are designated or described as "Security Lights" on the Site Development Plans or in the Outline Specifications. The obligations of the parties specified in this Paragraph 15D shall be subject to any applicable governmental regulations now or hereafter established which limit the use of energy or hours of operation.

E. Shopping Center Identification Signs. Developer shall have the right to erect, operate and maintain not more than two (2) shopping center identification signs at the locations designated "Pylon Sign" on the Site Plans, which sign or signs shall set forth the name of the Shopping Center, but shall not bear the names of any tenants of the Shopping Center and which sign or signs may contain reader boards for use in advertising promotions or other activities within the Shopping Center.

F. Self-Help. If after reasonable notice in writing given by an owner of any Parcel comprising the Shopping Center to any other owner of any land comprising part of the Shopping Center the owner receiving such notice shall not have timely performed the maintenance or repairs or performed any other covenant or condition agreed to be performed under Paragraph 13D or this Paragraph 15, then the owner giving such notice shall have the right to enter upon the Parcel of the owner to whom such notice was given and to perform such maintenance or repair or to perform such other covenant or condition as the case may be, and the owner to whom such notice was given shall pay the cost thereof. Each owner agrees to use due diligence in the manner of exercising the foregoing right of self-help so as to avoid undue interference with the operations of the other parties to this

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Agreement. Any amounts so expended for maintenance, repair or performance under this self-help provision may be withheld from amounts otherwise payable to the defaulting party under this Agreement or the Supplemental Agreements referred to above, as the case may be, without prejudice, however, to the right of the defaulting owner to contest the right of the other owner to perform such maintenance or to make such repairs or to perform such other covenant or condition and to withhold such amounts.

16. Eminent Domain.

A. Taking of Building. If any buildings or other improvements within the Shopping Center are taken by condemnation or eminent domain or by public authority pursuant to threat of condemnation or eminent domain during the period commencing on the effective date of this Agreement and continuing for twenty-three (23) years following the date the first Department Store opens for business in the Shopping Center, the owner of the Parcel on which such buildings or improvements are situated shall promptly thereafter rebuild and restore the remainder thereof, to the extent practicable, to the condition and general appearance immediately prior to such taking, which shall include, in the case of buildings and other improvements, including the Enclosed Mall, rebuilding and restoring the same to a complete architectural unit. If any such taking of buildings or other improvements occurs after the expiration of the period set forth in the preceding sentence hereof or if any taking which occurs during such period is so extensive as to make it impractical, in the best business judgment of any such owner, reasonably exercised, to continue to transact

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its business in the remaining portion of its Parcel, the owner of the Parcel on which such buildings or other improvements are situated shall, within three (3) months following such taking, notify the other owners of the Parcels comprising the Shopping Center of its intention and agreement (i) to rebuild and restore to the extent practicable as provided in the previous sentence hereof, or (ii) to raze said buildings or other improvements and promptly restore the ground by the addition of parking facilities or landscaping thereon and thereafter to maintain the same in sightly condition during the term of this Agreement; provided, however, that the owner of such Parcel shall not be precluded from again constructing building improvements on such Parcel at a later time so long as such improvements and the occupancy thereof is subject to and in accordance with all applicable provisions of this Agreement. Anything herein to the contrary notwithstanding, the parties agree that in the event of a taking or condemnation of any building and improvements located within any Fringe Land Parcel or the Developer Additional Parcels, the owner thereof shall have the right to raze or remove the same. The owners of the Department Store Parcels and the Developer Parcel covenant and agree with each other that (a) repair or restoration of any building or other improvements which such owner is required or elects to repair or restore pursuant to this Paragraph 16A shall be commenced within nine (9) months and completed and ready for occupancy within eighteen (18) months after the date of such taking, and (b) the razing of any building which such owner is required or elects to raze pursuant to this Paragraph 16A shall be commenced within six (6) months and such razing shall be

completed and such ground so improved with parking or landscaping within twelve (12) months after the date of such taking, as the case may be.

B. Taking of Parking Area. In the event that any part of the parking area within the Shopping Center is at any time condemned or otherwise taken by right of eminent domain with the result that the number of parking spaces then available within any Parcel comprising the Shopping Center shall be less than that specified in Paragraph 14A(ii) hereof, each of the owners thereof shall use all proceeds or awards for taking of parking areas made to them, respectively, for the construction of as much multi-level parking area as the sum of such proceeds can be made to provide; provided, however, that if any buildings or other improvements on the Parcel of any such owner are also taken with the result that such owner shall be entitled to and shall raze said buildings or other improvements and shall terminate its right to thereafter use any portion of the parking areas on the Parcels of the other owners, such owner shall not be required to make available any proceeds or awards for such taking for the construction of multi-level parking. The type, design, location and construction of such multi-level parking area shall be subject to mutual agreement among all of the owners of the Parcels comprising the Shopping Center. The owner(s) of any Parcel(s) upon which any such multi-level parking shall be constructed shall forthwith grant to each of the other owners of Parcels comprising the Shopping Center easements in all respects similar to those created in Paragraph 12A hereof for access to and use of such multi-level parking.

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C. Participation in Awards. In the event any Department Store Parcel or the Developer Parcel or any Fringe Land Parcel or the Developer Additional Parcels or any part thereof is taken by condemnation or the exercise of the power of eminent domain, each owner waives, in favor of the owner whose Parcel or any part thereof is so taken, any value of the condemnation award attributable to any easements (other than Access Easements provided for in Paragraph 11 and the easements granted in Paragraphs 12E and 12F) an owner holds in such Parcel of any other owner, and no part of such award shall be payable to the holder of the dominant tenement by virtue of such easement. However, a waiver under this provision shall not preclude the owner of any interest in another Parcel from claiming and collecting out of such award or, if permitted by law, out of separate proceedings, the severance and consequential damages to its own Parcel resulting from the taking of the condemned portion of the other Parcel including, but not limited to, so much of any award as may be required to restore utility services or to restore support that are severed by reason of such taking.

17. Insurance, Indemnity and Obligation to Repair and Rebuild. Each party, on behalf of itself and its successors and assigns, hereby covenants and agrees with respect to its Parcel described herein as follows:

A. Insurance and Indemnity.

(i) The owners of the Department Store Parcels and the Developer Parcel each agree that commencing with the start of construction on its respective Parcel and at all times continuously thereafter until the expiration of the

twenty-three (23) year period following the date the first Department Store opens for business within the Shopping Center, it will keep all buildings and other improvements on its respective Parcel insured, at its expense, against loss or damage by fire and such other risks as are from time to time included in "extended coverage" endorsements in Racine County, Wisconsin, all of which shall be in an amount and upon terms sufficient to restore or replace the same with buildings of the same general appearance and condition as existed immediately prior to such damage or destruction and containing at least the minimum number of square feet of Floor Area that such owner is obligated to construct on its respective Parcel pursuant to Paragraphs 2A, 3A, 4A, 5A and 6A hereof, respectively provided that the cost of footings and foundations may be excluded from the amount of insurance to be maintained. The policies provided for in this Paragraph 17A(i) may contain deductibles in amounts not to exceed $100,000.

(ii) The owners of the Department Store Parcels and the Developer Parcel each hereby waives all rights of recovery and causes of action as against each of the other owners of Parcels comprising the Shopping Center for any damage to the improvements located on their respective Parcels, whether caused by negligence or otherwise, if caused by any of the perils which can be covered by policies of fire and extended coverage insurance of the type referred to above, and agrees that any policies obtained with respect to such perils shall be endorsed accordingly. Each person, firm or corporation who becomes a tenant or occupant of a Mall Store or of any portion of the Fringe Land Parcels or

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the Developer Additional Parcels shall be deemed to have waived and released all of its right to recover from each Department Store and Developer for such losses and damages that such person, firm or corporation sustains by reasons of a risk that can be covered under the types of policies described in Paragraph 17A(i) and each Department Store and Developer hereby releases all of its rights to recover from any such person, firm or corporation who becomes a tenant or occupant of a Mall Store or a portion of the Fringe Land Parcels or the Developer Additional Parcels all losses and damages that such Department Stote or Developer sustains by reason of a risk that can be covered under the types of policies described in Paragraph 17A(i).

(iii) The owners of the Department Store Parcels and the Developer Parcel each agree that commencing with the start of construction on its respective Parcel and at all times, continuously thereafter until the expiration of the term of this Agreement, it will maintain public liability insurance against claims for personal injury or death and property damage occurring on its respective Parcel, such insurance in each case to afford protection to the limit of not less than $1,000,000 in respect of personal injury or death to any one person and to the limit of not less than $3,000,000 in respect of injury or death to any number of persons arising out of any one occurrence, and such insurance against property damage to afford protection to the limit of not less than $1,000,000 in respect of any instance of property damage. The separate policies provided for in this Paragraph 17A(iii) shall cover only such portions of the Shopping Center and such risks not covered by the joint policy provided for in Paragraph 17A(iv) below, but such

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policies shall extend to any liability of such owners arising out of the indemnities provided for in Paragraph 17A(v) below. The adequacy of the limits for such policies provided above shall be reviewed by the parties not less frequently than triennially. Any increase in such limits shall require the agreement of those parties owning a majority of the acreage in the Shopping Center, but the limits in effect from time to time shall not, without the consent of all parties, exceed the then customary limits observed in regional shopping centers.

(iv) The owners of the Department Store Parcels and the Developer Parcel each agree that they will, jointly, commencing not later than the date that a Department Store or the Enclosed Mall and Mall Shops are first open for business and at all times continuously thereafter until the expiration of the term of this Agreement, maintain general public liability insurance against claims for personal injury or death and property damage occurring upon, in or about the Common Areas of the Shopping Center (but excluding the Enclosed Mall, for which the owner of Developer Parcel shall maintain insurance), such insurance to initially afford protection to the limit of not less than $3,000,000 in respect of personal injury or death arising out of any one occurrence and protection to the limit of not less than $1,000,000 in respect of any instance of property damage. The adequacy of such protection shall be reviewed by the parties not less frequently than triennially. Any increase in such limits shall require the agreement of those parties and shall be subject to the same conditions as any increase under Paragraph 17A(iii) above. Said insurance shall be effected under a joint policy under the terms of which each of such owners shall be named as an insured party and shall

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be prime insurance over any other insurance carried by an insured. Developer is hereby designated the agent of the other owners of Parcels comprising the Shopping Center for the purpose of obtaining such insurance, provided that the approval of such other owners as to the insurer, terms and cost shall first be obtained, which approval shall not be unreasonably withheld or delayed. The premium for said joint policy shall be apportioned among all of such owners of land comprising the Shopping Center in the proportion which each contributes to the total risk insured by said joint policy as determined by the insurer. Notwithstanding the foregoing, the owners of the Department Store Parcels shall each have the right to withdraw its Parcel from such joint policy during any period when Developer shall not be performing "maintenance" of the Common Areas on such Parcel, provided that such owner shall cause the Common Areas on its Parcel to be included within the separate insurance as is required pursuant to Paragraph 17A(iii) above and, further, that the indemnities provided for in Paragraph 17A(v) Below shall extend to such Common Areas on the Parcel of such owner.

(v) Each of the owners of the Department Store Parcels and the Developer Parcel hereby agrees, on behalf of itself and its respective successors and assigns, that commencing with the start of construction of the improvements to be erected on the Shopping Center and at all times and continuously thereafter until the expiration of the term of this Agreement, it will defend, indemnify and save the other parties hereto harmless from and against claims, loss, cost, expense or liability except to the extent paid pursuant to the joint policy provided for in Paragraph 17A(iv) above, on account of personal injury or death and property damage, or any of them, occurring on the Shopping Center occasioned

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by any act or omission on its part or on the part of its agents, contractors or employees, unless caused in whole or part by the act or omission of such other party or its agents, contractors or employees. Each party further agrees to maintain Contractual Liability Insurance in at least the same limits as the joint policy to be obtained pursuant to Paragraph 17A(iv) above insuring its obligations set forth in the preceding sentence during the term hereof. The indemnification provisions of this Paragraph 17A(v) shall survive the termination of this Agreement.

(vi) All insurance provided for in this Paragraph 17A shall be effected under valid and enforceable policies issued by insurers of recognized responsibility. Notwithstanding the provisions of Paragraphs 17A(i) and 17A(iii) above, except for the joint policy required under Paragraph 17A(iv) above, any party hereto whose net worth exceeds $100,000,000 (or the net worth of the party guaranteeing such party's obligations hereunder, or of the lessee of any party's Parcel obligated under its lease to perform such party's obligations hereunder, exceeds $100,000,000) as determined in accordance with sound accounting principles shall not be required to maintain the insurance required thereby, but may elect to be a self-insurer in whole or in part or may elect to carry such insurance to lesser limits or with high deductibles; provided, however, the foregoing shall in no way affect such party's indemnity under Paragraph 17A(v) above. Any insurance required to be maintained by any party may be taken out under a blanket insurance policy or policies covering other premises, property or insureds in addition to its Parcel. The original of all policies required by this Paragraph 17A shall be delivered to the primary named insured, and each party who is not a

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self-insurer agrees to provide the other parties and any other named insured with certificates of its insurance promptly following receipt of a written request therefor. Any policy required by this Paragraph 17A shall provide that such policy shall not be cancelled or materially changed without at least thirty (30) days prior notice to the other parties. In the event any such owner fails to maintain insurance in accordance with the provisions of this Paragraph 17A and if such owner fails to correct such default after reasonable notice from one of the other owners, any other owner may purchase such insurance for such defaulting owner, and the defaulting owner shall pay the cost thereof.

(vii) The policy or policies of insurance required to be maintained pursuant to Paragraph 17A(i) above by Developer (excluding policies insuring the Future Major Store) shall contain a clause providing that any loss under the same shall be payable to a trustee (which shall be a bank or trust company) approved by the owners of the Department Store Parcels, or payable to the institutional holder of any first mortgage which is a lien against the improvements on any portion of the Developer Parcel (hereinafter called "mortgagee"); it being understood, however, that all amounts collected on any such policies shall be made available to the insured thereunder for the reconstruction or repair of any building or buildings and other improvements damaged or destroyed, and shall be paid out by the said trustee or mortgagee from time to time so long as no material default exists under such mortgage as the work of rebuilding, reconstruction and repair shall progress, upon architect's certificates by architects licensed to do business in the State of Wisconsin, showing the application of the amount paid for such repairs, rebuilding or reconstruction; provided,

however, that it first be made to appear to the satisfaction of the trustee or mortgagee that the amount necessary to provide for reconstruction or repair of any buildings and other improvements destroyed or damaged, as aforesaid, according to the plans and specifications therefor, which may be in excess of the amount received upon such policies, has been provided by the insured for such purposes and its application for such purposes assured. If the damage is so slight that the insurance award is for less than $200,000, then the insurance award shall be paid directly over to the insured or mortgagee if the mortgage so provides, without the necessity of payment to the trustee as otherwise provided for in this Paragraph 17A(vii); but this shall not be construed as relieving the insured from the necessity of repairing such damage promptly in accordance with the terms of Paragraph 17B below. The insured shall pay to the trustee all reasonable fees for its services. Any excess of monies received from insurance remaining with the trustee or mortgagee after the reconstruction or repair of such building or buildings or other improvements, if there be no default on the part of the insured in the performance of the covenants herein or in the mortgage or note thereby secured, shall be paid to the insured.

B. Repair and Restoration. In the event any buildings or other improvements in the Shopping Center, other than any building within Permissible Building Area F is damaged or destroyed during the twenty-three (23) year period following the date the first Department Store opens for business in the Shopping Center by (i) fire or any other casualty of the type required to be insured against by the provisions of Paragraph 17A(i) hereof or (ii) a casualty

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actually insured against by the owner of the Parcel so affected, the owner of the Parcel on which such damage or destruction occurred shall promptly rebuild, replace or repair such buildings and other improvements to the same condition and to the same general appearance as existed immediately prior to such damage or destruction; provided, however, that each of such owner's respective obligations to rebuild, replace and repair buildings hereunder shall apply only to the extent necessary to keep and maintain buildings on their respective Parcels containing at least the minimum number of square feet of Floor Area that each owner is initially required to construct on its respective Parcel and complying with all the other requirements with respect to initial construction, as set forth in Paragraphs 2, 3, 4, 5 and 6 hereof, as the case may be. In the event (aa) the building constructed within Permissible Building Area F is damaged or destroyed by fire or any other cause whatsoever at any time during the term of this Agreement or (bb) the building constructed within any one of the following Permissible Building Areas, to wit: A, A-1, B, B-1, C, D, E, G, H and I is damaged by fire or any other cause whatsoever at any time after the expiration of the twenty-three (23) year period following the date upon which the first Department Store opens for business in the Shopping Center or (cc) the building constructed in any of the Permissible Building Areas set forth in (bb) next above is damaged by a casualty not required to be insured against by the provisions of Paragraph 17A(i) above or not actually insured against at any time during the term hereof, the owner of the Parcel on which said building was constructed shall elect, by giving written notice of its election to the other owners of the Parcels comprising the Shopping Center within three (3)

months following the occurrence of such damage or destruction, (i) to rebuild and replace and restore the same as provided in the previous sentence hereof, or (ii) to raze said building and promptly restore the ground by the addition of parking facilities or landscaping thereon and thereafter maintain the same in a sightly condition during the remainder of the term of this Agreement; provided, however, that the owner of such Parcel shall not be precluded from again constructing building improvements on such Parcel at a later time so long as such improvements and the occupancy thereof is subject to and in accordance with all applicable provisions of this Agreement. The owners of the Department Store Parcels and the Developer Parcel covenant and agree with each other that (a) construction or repair of any building or other improvements which such owner is required or elects to rebuild, replace or repair pursuant to this Paragraph 17 shall be commenced within nine (9) months and completed and ready for occupancy within eighteen (18) months after such damage or destruction occurs, and (b) the razing of any building which such owner is required or elects to raze pursuant to this Paragraph 17 shall be commenced within six (6) months and such razing completed and such ground so improved with parking and landscaping within twelve (12) months after such damage or destruction occurs, as the case may be, and further covenant and agree that any such owner which is required to rebuild, replace or repair pursuant to this Paragraph 17B shall furnish a copy of the preliminary plans and outline specifications to each of such other owners for informational purposes only prior to commencing such rebuilding, replacement or repair.

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18. Land Added to the Shopping Center.

A. Benefits to and Burdens Upon Land Added to the Shopping Center. The owner of the Developer Parcel shall have the right and option, exercisable at any time and from time to time as hereinafter provided from the date of this instrument to and including January 1, 1999, to add all or portions of the Fringe Land Parcels or the Developer Additional Parcels to the Shopping Center, provided such portion to be so added is contiguous for a distance of not less than fifty (50) consecutive feet to any portion of the land then comprising the Shopping Center. Any land which is so added to the Shopping Center shall thereupon be entitled to the benefit of the Common Area easements set forth in Paragraph 12 hereof, to the same extent and with the same force and effect as if such land were originally described as part of the Developer Parcel. Any land which is so added to the Shopping Center shall be subject to the following restrictions, easements, covenants and burdens and no others, which restrictions, easements, covenants and burdens shall be for the benefit of and enforceable by the owners of Department Store Parcels and the Developer Parcel and any other land previously added to the Shopping Center pursuant to this Paragraph 18 and shall apply to such land from the date such land is added to the Shopping Center pursuant to this Paragraph 18 and continuing thereafter for the periods specified below:

(i) A non-exclusive right, privilege and easement to use those portions of such land which are not then or subsequently occupied by any buildings or structures for the purpose of ingress to and egress from the Department Store Parcels and the Developer Parcel and any other land previously added to the Shopping Center pursuant to this Paragraph 18,

respectively, and for parking purposes; such right, privilege and easement shall be for the benefit of the lands mentioned above and the parties hereto and their respective successors and assigns and shall include the right to permit their tenants and their respective officers, employees, agents, customers, business visitors, business guests, licensees and invitees to use the same in common with all the parties hereto, their respective successors and assigns, and all other persons claiming by, through or under them.

(ii) Such additional land shall be used only for retail and service stores, medical and office buildings, restaurants, banks and other lending institutions, theatres or any other use which is now or hereafter customary in regional shopping center developments.

(iii) All buildings and Common Areas on such additional land shall be kept and maintained by the owner thereof at its expense in good order and condition and state of repair, including, without limitation, with respect to the Common Areas, keeping the same in a clean, uncluttered, orderly and sanitary condition, keeping all marking and directional signs clear, distinct and legible, and promptly removing, to the extent practicable, snow, ice and surface waters therefrom.

(iv) The right, privilege and easement described in Paragraph 18A(i) above and the obligations set forth in Paragraph 18A(iii) above shall terminate upon the expiration of the term of this Agreement. The restrictions described in Paragraph 18A(ii) above shall terminate twenty-five (25) years after the date the first Department Store opens for business within the Shopping Center; provided, however, that from and after the termination of such restrictions, until

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the expiration of the term of this Agreement, such additional land shall be used only for uses which are similar to and compatible with the uses then being made of the Shopping Center.

(v) The owner of land added to the Shopping Center pursuant to this Paragraph 18 shall be bound by the provisions of Paragraphs 17A(iii) and 17A(v) hereof (dealing with the public liability insurance and indemnification of the owners of the Parcels comprising the Shopping Center) during the remainder of the term of this Agreement and obligated to each Department Store with respect to land so added to the Shopping Center to the same extent as the Developer is obligated to each Department Store with respect to the Developer Parcel under said Paragraphs 17A(iii) and 17A(v).

B. Exercise of Option to Add Land to the Shopping Center. The right and option provided in this Paragraph 18 shall be exercised by the owner of such land to be added to the Shopping Center by giving written notice thereof, in the form of a recordable Declaration, to all of the other owners of the land comprising the Shopping Center and including in such Declaration a legal description and survey showing the boundaries of the land to be added to the Shopping Center for the purposes of this Paragraph 18. Said Declaration shall be effective from and after the date of filing with the Register of Deeds of Racine County, Wisconsin; provided, however, that within sixty (60) days after receipt of written notice from the owner of such land to be added to the Shopping Center, the other owners of the land comprising the Shopping Center shall join in the execution of an amendment to this

Agreement for the purpose of further evidencing said addition of land to the Shopping Center, in form suitable for recording and legally sufficient for such purpose, which amendment shall specifically describe the land added to the Shopping Center pursuant to the provisions of this Paragraph 18 and shall confirm the granting of the rights, privileges and easements and the imposing of the restrictions, easements and burdens set forth in this Paragraph 18.

19. Land Added to the Developer Parcel.

A. Benefits to and Burdens Upon Land Added to the Developer Parcel. The owner of the Developer Parcel shall have the right and option, exercisable at any time and from time to time as hereinafter provided from the date of this Agreement to and including January 1, 1999, to add additional land to the Developer Parcel, provided such land is (i) improved and thereafter maintained in its entirety as hard-surfaced parking areas and (ii) contiguous for a distance of not less than fifty (50) consecutive feet to any portion of the land then comprising the Shopping Center or the Developer Parcel. Any land which is so added to the Developer Parcel shall thereupon be entitled and subject to all the easements, restrictions and covenants benefiting or burdening the Developer Parcel as provided in this Agreement. Land, or any portion of land, which has been previously added to the Shopping Center pursuant to the provisions of Paragraph 18 hereof may, subsequently, at the option of the owner thereof, be added to the Developer Parcel pursuant to this Paragraph 19; provided, however, that no portion of the land which has been previously added to the Shopping Center pursuant to the provisions of Paragraph 18 hereof shall be added to the

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Developer Parcel unless there is sufficient parking area on the remaining land so previously added to the Shopping Center under Paragraph 18 hereof to satisfy the minimum parking area ratios contained in Paragraph 14A(ii) hereof.

B. Exercise of Option to Add Land to the Developer Parcel. The right and option provided in this Paragraph 19 shall be exercised by the owner of such land to be added to the Developer Parcel by giving written notice thereof, in the form of a recordable Declaration, to all of the other owners of the land comprising the Shopping Center and including in such Declaration a legal description and survey showing the boundaries of the land to be added to the Developer Parcel for the purposes of this Paragraph 19. Said Declaration shall be effective from and after the date of filing with the Register of Deeds of Racine County, Wisconsin; provided, however, that within sixty (60) days after receipt of written notice from the owner of such land to be added to the Developer Parcel, the other owners of the land comprising the Shopping Center shall join in the execution of an amendment to this Agreement for the purpose of further evidencing said addition of land to the Developer Parcel, in form suitable for recording and legally sufficient for such purpose, which amendment shall provide that the land described therein, being the same land described in the aforementioned Declaration, shall be deemed a part of the Developer Parcel for all purposes of this Agreement.

20. Operating Covenants.

A. Federated Operating Covenant. Provided that Developer is not in default under its operating covenant set forth in Paragraph 20D hereof as modified by Paragraph 20F

hereof, and provided that at least one other Department Store is then operating a retail department store within the Shopping Center of not less than 100,000 square feet of Floor Area, Federated agrees with Penney, Bergner and Developer for the benefit of the Penney Parcel, Bergner Parcel and Developer Parcel that it will cause to be continuously operated in the Federated Store a retail department store containing not less than 100,000 square feet of Floor Area, the name of such Store to include the name "Boston" or such other name as is then commonly used to identify the majority of the department stores presently operated under such name, for a period of fifteen (15) years from the date the first Department Store opens for business in the Shopping Center and after said fifteen (15) year period, if the Federated Store shall be occupied for any purpose during the next ten (10) year period, the use thereof shall be limited to a retail department store use only. Such operation by Federated shall be during such hours and in such manner as Federated shall determine. As part of its operation of the Federated Store, Federated may lease or license departments or grant concessions to other parties to operate within its Store. Temporary cessation of business to make alterations or repairs, a temporary cessation of business caused by fire or other casualty, a strike, picketing or labor dispute or by other circumstances which are reasonably beyond Federated's control (other than financial inability) and, in any case, any cessation of business for a period not in excess of sixty (60) days in any calendar year shall not be deemed a discontinuation of the operation of a retail department store by Federated.

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B. Penney Operating Covenant. Provided that Developer is not in default under its operating covenant set forth in Paragraph 20D hereof as modified by Paragraph 20F hereof, and provided that at least one other Department Store is then operating a retail department store within the Shopping Center of not less than 100,000 square feet of Floor Area, Penney agrees with Federated, Bergner and Developer for the benefit of the Federated Parcel, Bergner Parcel and Developer Parcel, that it will cause to be continuously operated in the Penney Store a retail department store containing not less than 110,000 square feet of Floor Area, the name of said Store to include the name "J. C. Penney", "Penney" or "Penney's" or such other trade name as Penney may be operating substantially all of its stores in the State of Wisconsin, for a period of fifteen (15) years from the date the first Department Store opens for business in the Shopping Center and thereafter until twenty-five (25) years from the date the first Department Store opens for business in the Shopping Center, it will cause to be operated a retail department store with not less than 110,000 square feet of Floor Area, such operation to be during such hours and in such manner as Penney shall determine. As part of its operation of the Penney Store, Penney may lease or license departments or grant concessions to other parties to operate within its Store. Temporary cessation of business to make alterations or repairs, a temporary cessation of business caused by fire or other casualty, a strike, picketing or labor dispute or any other circumstances which are reasonably beyond Penney's control (other than financial inability) and, in any case, any cessation of business for a period not

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in excess of sixty (60) days in any calendar year shall not be deemed a discontinuance of the operation of a retail department store by Penney.

c. Bergner Operating Covenant. Provided that Developer is not in default under its operating covenant set forth in Paragraph 20D hereof as modified by Paragraph 20F hereof, and provided that at least one other Department Store is then operating a retail department store within the Shopping Center of not less than 100,000 square feet of Floor Area, Bergner agrees with Penney, Federated and Developer for the benefit of the Penney Parcel, Federated Parcel and Developer Parcel, that it will continuously operate or cause to be continuously operated in the Bergner Store, a retail department store containing not less than 100,000 square feet of Floor Area, the name of said store to include the name "P. A. Bergner & Co.", "Chas. W. Weise Co.", "Bergner" or "Weise" or such other name as may then be used to identify the chain presently operating under such name, for a period of twenty-five (25) years from the date the first Department Store opens for business in the Shopping Center; provided, however, that the obligation to use one of the above specified names shall continue after fifteen (15) years from the date the first Department Store opens for business in the Shopping Center only so long as one of Federated or Penney shall be operating within the Federated or Penney Store, as the case may be, under the name originally used by such Department Store or the name then being used to identify the chain which previously operated under such name. Such operation by Bergner shall be during such hours and in such manner as Bergner shall determine. As part of its operation of the Bergner Store, Bergner may lease or license departments or

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grant concessions to other parties to operate within its Store. Temporary cessation of business to make alterations or repairs, a temporary cessation of business caused by fire or other casualty, a strike, picketing or labor dispute or by other circumstances which are reasonably beyond Bergner's control (other than financial inability) and, in any case, any cessation of business for a period not in excess of sixty (60) days in any calendar year shall not be deemed a discontinuance of the operation of a retail department store by Bergner.

P. Developer Operating Covenant. Provided at least one (1) Department Store is then operating a retail department store of not less than 100,000 square feet of Floor Area and subject to Paragraph 20F, Developer agrees with Federated, Penney and Bergner, for the benefit of the Federated Parcel, Penney Parcel and Bergner Parcel, respectively, that it will, for a period of twenty-five (25) years from the date that the first Department Store opens for business within the Shopping Center, continuously operate or cause to be operated a shopping center, including the Enclosed Mall and Mall Store buildings having a minimum of 190,000 square feet of Floor Area, on the Developer Parcel in accordance with reasonable standards of a first class air conditioned, heated, enclosed mall regional type shopping center operation and that from and after the date that not less than two (2) Department Stores shall be open for business it will have at least sixty percent (60%) of the Floor Area within the Mall Stores occupied and operating; provided, however, that nothing herein contained shall extend the liability of Developer as set forth in Paragraph 21K of the Operating Agreement. A temporary cessation of business caused by fire or other

casualty, a strike, picketing or labor dispute or by other circumstances which are reasonably beyond Developer's control (financial inability excepted) and, in any case, any cessation of business, except with respect to the Enclosed Mall which shall be continuously operated as set forth in and subject to the terms of Paragraph 15C hereof, for a period not in excess of sixty (60) days in any calendar year shall not be deemed a discontinuance of the operation of a shopping center by Developer.

E. Limitations on Covenant to Operate. If any building or improvement located on the Federated Parcel, Penney Parcel, Bergner Parcel or the Developer Parcel is taken by condemnation or eminent domain or by public authority pursuant to the threat of condemnation or eminent domain to the extent that the owner of such parcel shall be entitled under this Agreement to and shall restore such building to a size which is less than the minimum number of square feet specified in Paragraphs 20A, 20B, 20C or 20D, as the case may be, the operating covenant of such owner so affected by such taking shall be modified to reduce the applicable minimum number of square feet to be operated to conform to the number of square feet in their respective stores following such restoration or, in the case of Developer, at least sixty percent (60%) of the Floor Area within the Mall Stores following such restoration. If any such taking is to the extent that, or at a point in time so that the owner of such Parcel shall be entitled under this Agreement to and shall, in fact, raze said buildings and other improvements and restore the ground by the addition of parking facilities or landscaping thereon pursuant to Paragraph 16, such owner so

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affected by such taking shall thereupon be relieved of its covenant to operate pursuant to this Paragraph 20. In the event that the Mall Stores on the Developer Parcel shall be damaged or destroyed by fire or other casualty and the Developer shall be entitled to and shall restore less than the number of square feet of Floor Area within the Mall Stores prior to such casualty, the operating covenant of Developer shall be modified to reduce the number of square feet of Floor Area within Mall Stores required to be occupied and operating to sixty percent (60%) of the Floor Area so restored. In the event that any buildings or other improvements on the Federated Parcel, Penney Parcel, Bergner Parcel or Developer Parcel shall be damaged or destroyed by fire or other casualty of a type or at a point in time so that the owner of such Parcel shall be entitled under this Agreement to and shall, in fact, raze said buildings or improvements and restore the ground to parking facilities and landscaping pursuant to Paragraph 17B hereof, such owner so affected by such damage or destruction shall be relieved of its obligation to operate pursuant to this Paragraph 20. In addition, in the event that there shall be a taking by condemnation or the exercise of the power of eminent domain or damage or destruction due to fire or other casualty to the Enclosed Mall and Mall Stores on the Developer Parcel at any time following twenty-three (23) years from the date the first Department Store shall open its Store for business within the Shopping Center and, in the further event that the owner of the Developer Parcel shall exercise its right as set forth in Paragraph 16 or Paragraph 17B, as the case may be, to elect not to restore the Enclosed Mall and Mall Stores,

Federated, Penney and Bergner shall thereupon be entitled to terminate their respective covenants to operate contained in Paragraphs 20A, 20B and 20C.

F. Operating Covenant Default by Developer. In the event that Developer defaults in its operating covenant set forth in Paragraph 20D hereof and such default shall be declared to be a default under any then existing first mortgage which covers the Enclosed Mall and Mall Stores by a first mortgagee of which Developer has provided notice in accordance with Paragraph 21D hereof (hereinafter called "First Mortgagee") and Developer or any such First Mortgagee fails to cure such default or cause such default to be cured within twelve (12) months following notice of the existence of such default given by Penney, Federated or Bergner to Developer and First Mortgagee (hereinafter called "Notice of Developer Default") Penney, Federated and Bergner shall each thereafter be relieved of its respective operating covenant from and after the date following such twelve (12) month period that such Department Store gives Developer and First Mortgagee and each of the other Department Stores notice of its intention to cease operating (hereinafter called "Notice of Intent to Cease Operating") provided Developer remains in default on the date such Notice of Intent to Cease Operating is given. In the event Developer disputes the existence of a default as of the date of such Notice of Developer Default or as of the date of such Notice of Intent to Cease Operating, Developer shall, within ten (10) days, certify to each Department Store in writing the following information:

(i) The aggregate amount of square feet of Floor Area which is occupied and operating within the Mall Stores

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and the percentage which such Floor Area bears to the aggregate number of square feet of Floor Area within the Mall Stores; and

(ii) The unit number, the number of square feet of Floor Area within such unit and the name of the tenant occupying each unit within the Mall Stores which has been included in the aggregate number of square feet of occupied and operating Floor Area within the Mall Stores referred to in Paragraph (i) above.

C. Effect of Operating Covenants on Mortgagee. Anything in Paragraphs 20A, 20B or 20C hereof to the contrary notwithstanding, it is mutually understood and agreed that if a first mortgage, first deed of trust or other instrument in the nature of a first mortgage (herein called "Mortgage") on the Penney Parcel, Federated Parcel or Bergner Parcel is foreclosed, or a power of sale pursuant thereto is exercised, or a deed is delivered in lieu of foreclosure, or if the leasehold estate under a sale and leaseback or lease and subleaseback transaction (herein called "sale/leaseback") is terminated by way of foreclosure so that the fee owner or holder of the leasehold estate in any of the foregoing instances shall be deprived of possession of the Parcel in question by reason of its failure to comply with the terms of such transaction, then and in such event, any person, firm or corporation, which is not an affiliate of such fee owner or holder of the leasehold estate, so becoming entitled to possession of such Parcel (hereinafter, together with its successors and assigns, called "Transferee") shall be relieved of its respective obligation to carry on any operation whatsoever on such Parcel pursuant to Paragraphs 20A,

20B or 20C hereof, as the case may be; provided, however, that if and so often as such Transferee, in its discretion shall decide, from time to time, to carry on operations on such Parcel such operations shall be for retail department store purposes only. Notwithstanding the preceding portions of this Paragraph 20C, the owner of the Parcel who has been so deprived of possession of its parcel by reason of failure to comply with the terms of any Mortgage or sale/leaseback shall remain liable for the performance of its obligations under Paragraph 20A, 20B or 20C hereof, as the case may be, in the event a Transferee comes into possession.

21. Miscellaneous.

A. Supplemental Instruments to be Recorded. The owners of the Department Store Parcels and the Developer Parcel shall each join in the execution of a written instrument or instruments in recordable form and cause the same to be filed for record, from time to time upon the request of any party hereto, for the purpose of evidencing (i) the Floor Area within each of the buildings on its respective Parcel in accordance with the certificates referred to in Paragraph 1G hereof and the number of parking spaces provided on its respective Parcel at such time, and (ii) the date when the Department Stores and improvements on the Developer Parcel opened for business, and (iii) the date of expiration of the various restrictions, easements and covenants contained herein. The parties recognize that by virtue of Section 893.15 of the Wisconsin Statutes, easements and covenants restricting the use of real estate set forth in any recorded instrument may be barred or rendered unenforceable after a period of sixty (60) years from the date of recording, unless an

instrument as prescribed by said Statute is filed for record. Because it is the intention of the parties that the perpetual easements provided for in Paragraphs 11A, 13A and 13B and the easement provided for in Paragraphs 12D, 12E and 12F of this Agreement shall be subject to termination only in accordance with Paragraph 21Q hereof, the grantee of any one or more of the foregoing perpetual easements may, at any time during continuance of such easements, request of the other parties hereto that a proper instrument be executed and filed for record for the purpose of extending such easements beyond the statutory period so that the same shall terminate only in accordance with Section 21Q. In the event that any party shall fail or refuse to join in the execution of such instrument, the party so requesting is hereby appointed attorney-in-fact for such party or parties failing or refusing to join in such request to execute and file such instrument, which power shall be deemed coupled with an interest.

B. No Joint Venture or Third Party Beneficiary Rights. Nothing contained in this Agreement shall be construed to make the parties hereto, or their successors and assigns, partners or joint venturers or to render any of said parties

liable for the debts or obligations of the others, except as in this Agreement expressly provided. This Agreement is made for the exclusive benefit of the parties hereto and their successors and assigns herein permitted and not for any other persons, whether as third party beneficiaries or otherwise. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the parties hereto and their successors and assigns herein permitted, any rights or remedies under or by reason of this Agreement except as expressly herein provided otherwise.

C. Waiver. No delay or omission by any of the parties hereto, or their successors and assigns, to exercise any right or power accruing upon any non-compliance or failure of performance by another party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by any of the parties hereto, or their successors or assigns, of any of the covenants, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

D. Notices. Any notice, approval, request or demand required by or permitted under this Agreement shall be in writing and shall be deemed given:

(a) If to Developer, when deposited in a United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Racine Joint Venture
25425 Center Ridge Road
Cleveland, Ohio 44145

Attn: Mr. Richard E. Jacobs

(b) If to Penney, when deposited in a United States Post Office, registered or certified mail, return receipt

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requested, postage prepaid and addressed as follows:

J. C. Penney Properties, Inc.
1301 Avenue of the Americas
New York, New York 10019

Attn: Real Estate Department

(Copy prior to the opening of the Penney Store to:
J. C. Penney Company, Inc.
650 Woodfield
Schaumburg, Illinois 60195

Attn: Regional Real Estate Attorney)

(Copy subsequent to the opening of the Penney Store to:
J. C. Penney Company, Inc.
Racine Mall
Racine, Wisconsin

Attn: Manager)

(c) If to Federated, when deposited in a United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

Boston Store
331 West Wisconsin Avenue
Milwaukee, Wisconsin 53203

Attention: Chief Executive Officer

(Copy to: Federated Department Stores, Inc.
Seven West Seventh Street
Cincinnati, Ohio 45202

Attn: Real Estate Department)

(d) If to Bergner, when deposited in a United States Post Office, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

The Chas. V. Weise Co.
3600 N. Main Street
Rockford, Illinois 61103

Attn: President

or to such other address as any owner of the land comprising the Shopping Center may from time to time specify in writing to the other owners (if another address has been specified

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in accordance with this Paragraph 21D). In the event of a transfer of all or a portion of a Parcel and a transferee thereof shall fail to specify a change in address, any notice permitted or required to such transferee shall be deemed given if deposited in a United States Post Office, registered or certified mail, return receipt requested, and addressed to the tax mailing address of the last owner of record as shown in the Office of the Register of Deeds of Racine County, Wisconsin.

E. Headings. The paragraph and subparagraph headings herein are for convenience and reference only, and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

G. Partial Invalidity. If any provisions, or portions thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

H. Agreements to be in Writing. No agreement shall be effective to add to, change, modify, waive or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by the parties to be bound.

I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an

original, and all counterparts shall together constitute one and the same instrument.

J. Restrictions Upon Transfer of Title. Each of the owners of the Department Store Parcels and the Developer Parcel agrees not to transfer fee title of all or any portion of its respective Parcel until such owner has completed construction of the improvements to be constructed by it in accordance with Paragraphs 2A, 3A, 4A, 5A, 6A and 8A, 8B and 8C hereof, respectively, and has opened the same for business, or until ten (10) years from the effective date of this Agreement, whichever shall first occur, except for a transfer by an owner by way of mortgage deed or deed of trust to an institutional lender, sale and leaseback or any other financing arrangement requiring the transfer of any interest thereunder in connection with financing of the improvements to be constructed on the Parcels of the respective owners, including any transfer to a third party by the holder of any such mortgage or deed of trust following foreclosure or acceptance of a deed in lieu of foreclosure; provided, however, that the owner of the Developer Parcel may at any time prior to such substantial completion of construction transfer (i) the entire Developer Parcel to a corporation owned by the partners then comprising Developer or to any other corporation which shall hold legal title thereto pursuant to a title holding agreement for the benefit of the partners then comprising the Developer, or (ii) a portion of the Developer Parcel to a retail store operator or its nominee for construction of the Future Major Store; provided that any of the foregoing transfers shall be subject to all of the provisions of this Agreement. Prior to the date that

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the improvements on the Developer Parcel have been constructed and opened for business in accordance with this Agreement or until ten (10) years from the effective date of this Agreement, whichever shall first occur, none of the persons who are members of the partnership referred to herein as Developer shall sell, assign, transfer or convey their respective interests in said partnership, except that such restriction shall not apply to (i) a transfer by testate or intestate succession of the interest of any such partner who has become deceased to any adult member of the immediate family of such partner or in trust for the benefit of any member of the immediate family of such partner, or (ii) a transfer intervivos to any adult member of the immediate family of a partner or to a trustee for the benefit of any member of the immediate family of a partner, or (iii) a transfer by any partner to any other partner or (iv) a transfer by one or more of the partners to one or more individuals associated in business with any of the members of the partnership, or in trust for the benefit of any such individuals, provided that not more than twenty percent (20%) in the aggregate of such partnership interest may be transferred to or for the benefit of any such indiviquals.

K. Limitation of Liability. The owners of the Department Store Parcels each agree that in the event the Developer fails to observe, fulfill or perform any covenant, term or condition of this Agreement upon its part to be observed, fulfilled or performed and, as a consequence of such default, such Department Store recovers a money judgment against Developer, such judgment shall be satisfied (subject to the rights of any mortgagee, its successors or assigns, whose lien predates the filing of the complaint

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which results in such judgment) only out of the assets of Developer (other than the liability of the general partners), including the right, title and interest of Developer in the Developer Parcel and out of rents or other income from such property receivable by Developer or out of the consideration received by Developer from the sale or other disposition of all or any part of Developer's right, title and interest in the Developer Parcel, and none of the members of the partnership referred to herein as Developer shall be liable for any deficiency. Notwithstanding anything contained herein to the contrary, in the event that there shall be diversity of ownership of the Developer Parcel, any of the Fringe Land Parcels and the Developer Additional Parcels, a default by any owner of a Fringe Land Parcel or the Developer Additional Parcels or a violation or breach of any covenant or obligation by the owner of any Fringe Land Parcel or the Developer Additional Parcels with respect thereto shall not be deemed a default by the then owner of the Developer Parcel. If the owner of a Department Store Parcel shall obtain a judgment that shall entitle it to assert a lien as a result of any such default by the owner of any Fringe Land Parcel or a Developer Additional Parcel, such lien shall be asserted only against such Fringe Land Parcel or such Developer Additional Parcel, as the case may be. It is further agreed and understood that in the event that a mortgagee of the Developer Parcel acquires said Parcel (but not the Fringe Land Parcels and/or Developer Additional Parcels) by foreclosure, deed in lieu of foreclosure or otherwise, then in such event, such mortgagee, its successors or assigns or any person taking by, through or under such mortgagee shall have no responsibility or liability for the non-performance or

for the breach of any covenants or agreements arising out of or pertaining to any Fringe Land Parcel and/or the Developer Additional Parcels to the extent the same are not so acquired.

L. Release of Liability Following Transfer of Title. The obligations set forth in this Agreement shall not be deemed to be personal to or binding upon any party hereto with respect to its Parcel or Parcels described herein, or any portion thereof, transferred in fee by such party in accordance with the provisions of Paragraph 21J hereof, provided such transferee of title has expressly assumed in writing all of the obligations to be performed by such party hereunder with respect to the Parcel or portions thereof so transferred and provided, further, that (i) each Department Store shall remain liable for the performance of their operating covenants pursuant to Paragraph 20 above, notwithstanding a transfer of all or any portion of its Parcel, and (ii) no such transfer shall relieve any party of liability for any breach of the terms, provisions or conditions of this Agreement occurring prior to such transfer. The transferee in any sale, transfer or other conveyance of any party's Parcel, or any portion thereof, shall, by its acceptance of an instrument of conveyance, be deemed to have automatically assumed all provisions of this Agreement that such party was theretofore obligated to perform as respects the Parcel or part thereof so conveyed except for the obligations of each Department Store to operate under their respective trade names pursuant to their respective operating covenants in Paragraph 20 above, and agrees, upon request from any party hereto to execute an instrument, in recordable form, which is legally sufficient to evidence such assumption. In

addition, if any party transfers an interest in all or any portion of its Parcel to secure indebtedness by way of mortgage, deed of trust or in connection with a sale lease-back or lease-subleaseback transaction, and such party or an affiliate retains or acquires a possessory interest by way of lease or otherwise in the Parcel or portion thereof so transferred, then so long as such party has such possessory interest, the owner of fee simple title to the Parcel of such party or portion thereof in the case of a sale-leaseback financing transaction or the holder of such mortgage or deed of trust, as the case may be, shall not be deemed to have assumed the obligations of such party, it being agreed that such party shall remain liable for the performance thereof and that performance by such party of such obligation shall be deemed performance by such owner, lessee or holder, as the case may be, and shall be acceptable to the parties with the same force and effect as if performed by such owner, lessee or holder, as the case may be.

M. Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants (and not conditions) running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto and their respective successors and assigns, including the owner of all or any portion of their respective Parcels, as described herein for and during the respective terms set forth herein, and at the end of such terms, or upon the termination of perpetual easements pursuant to Paragraph 21D below, the respective Parcels shall be free from the burden thereof.

N. Real Estate Taxes and Assessments. The owners of the land comprising the Shopping Center each agree that they will pay as the same become due, all real estate taxes and assessments, both general and special, which are levied or assessed against their respective Parcels in the Shopping Center; provided, however, that nothing herein contained shall be deemed to limit the right of such owners to contest, in good faith, the validity of any such taxes or assessments against their property by appropriate proceedings.

O. Exhibits. The exhibits mentioned herein may be initialed by the duly authorized officers, agents or attorneys of the parties hereto for identification and are hereby incorporated herein by reference and made a part hereof as fully as if set forth in full herein.

P. Unavoidable Delays. Notwithstanding anything contained in 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 acts of God, fire, earthquake, flood, explosion, actions of the elements, war, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, court orders, laws or orders of governmental or military authorities or any other cause, whether similar or dissimilar to the foregoing, not within the control of such party (other than the lack of or inability to procure monies to fulfill its commitments and obligations under this Agreement).

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Q. Termination of Perpetual Easements. Any one or more of the perpetual easements provided for in Paragraphs 11A, 13A and 13B of this Agreement shall terminate if such easement or easements shall not have been used for a period of two (2) years after written notice of such non-use shall have been given by the then record owner of the fee of the real estate burdened by such easements and shall have been actually received by the then record owner of the real estate benefitted by such easements; provided, however, if the record owner of the fee of such real estate benefited by such easements should, within two (2) years following receipt of said notice, again use such easements and so notify, in writing, the owner of the fee of the real estate burdened with such easements, then such easements shall not be terminated as herein provided. The aforesaid notice from the record owner of the real estate burdened with an easement shall not be valid unless it states the address to which notices to that owner may be mailed. Any notice provided in this Paragraph to be given to the record owner of the burdened real estate shall be deemed as having been given when mailed by U. S. Mail to said owner at the address stated in the aforesaid notice by the then record owner of the burdened real estate to the record owner of the benefitted real estate.

R. Estoppel Certificates. At any time and from time to time, each owner of any portion of the land comprising the Shopping Center agrees, upon request in writing from any other owner, to execute, acknowledge and deliver to the requesting owner or to such owner's mortgagee or financial institution, a statement in writing and in form and substance reasonably satisfactory to the requesting and the

responding owners, certifying to all or any part of the following information as such owner shall request: that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modification); that to the best of the knowledge of the responding owner, there is no default under this Agreement by the requesting owner or any other owner, or if there is a default, the nature thereof; and that there are no offsets under this Agreement which the responding owner has against the requesting owner, or if there is an offset, the nature and amount thereof. Each owner agrees that requests for certificates pursuant to this Paragraph 21R will not be frivolously made.

S. Notice to Parties' Lender(s) and Right to Cure Defaults. During such period as any lender of which a party has provided notice and a mailing address to the other parties hereto in accordance with Paragraph 21D hereof (hereinafter called the "First Mortgagee") shall be the holder of a note secured by a first priority lien on all or any portion of the Parcel of such party (hereinafter called the "Mortgaged Premises"), the parties hereto agree that in the event of any default by such party in the full performance of any obligation agreed to or imposed upon such party pursuant to this Agreement or any other agreement made by such party with or for the benefit of the other parties hereto, or any of them, each such other party hereto agrees that such default shall not constitute grounds for, give rise to, or result in the invocation by any such other party of any of its rights hereunder or thereunder to terminate

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any of its obligations under this Agreement or any other such agreement with such party, to withdraw all or any portion of its Parcel from the operation hereof or to refuse to fully perform each and every one of its agreements hereunder or under any other such agreement with such party unless prior to invoking any such rights the aggrieved party shall notify the First Mortgagee in writing (which notice may be given simultaneously with notice of the default to such defaulting party) of the alleged default on the part of such party in the performance of its obligations to said aggrieved party and shall afford the First Mortgagee the right and privilege to cure or to effect a cure of the default within any period of time, measured from the date the First Mortgagee has notice of each such default, afforded such party under this Agreement or any other such agreement to cure the alleged default. The parties hereto further agree that no amendment, modification of termination of this Agreement or any other agreement made by a party with or for the benefit of the other parties hereto, or any of them, with respect to the Shopping Center, may be effected unless any such First Mortgagee of such party consents in writing to such amendment, modification or termination, which consent shall not be unreasonably withheld in the case of an amendment or modification of this Agreement or any other such agreement.

22. Term.

A. Term of Agreement. The term of this Agreement shall commence upon the date of filing this instrument for record with the Register of Deeds of Racine County, Wisconsin, and, except as otherwise herein specifically provided, shall continue until fifty-five (55) years after the earlier of January 1, 1983, or the date that any two parties have

opened the improvements to be constructed pursuant to Paragraphs 2A, 3A, 4A, 5A and 6A hereof, respectively.

B. Earlier Termination. Notwithstanding anything to the contrary elsewhere in this Agreement contained, if by the tenth (10th) anniversary of the effective date of this Agreement, by reason of unavoidable delays of the type specified in Paragraph 21B hereof, less than two (2) parties have opened the improvements to be constructed pursuant to Paragraphs 2A, 3A, 4A, 5A and 6A hereof, respectively, then this Agreement may then be terminated as to its Parcel by any party not in default by written notice by such party to the other parties to this Agreement given on or before the eleventh (11th) anniversary of the effective date of this Agreement and thereafter all rights and privileges derived from and all duties and obligations created or imposed upon such party or its Parcel by the terms of this Agreement shall terminate and shall thereafter cease to exist, except that (i) easements granted pursuant to Paragraphs 11A, 11B, 12E, 12F, 13A, and 13B, shall not so terminate; (ii) easements granted to public utility companies for a term or terms beyond said termination date shall not so terminate; and (iii) such termination shall not limit or affect any remedy at law, in equity or under this Agreement of any party hereto against any other party hereto with respect to any liability or obligation on the part of any other party arising or to be performed under this Agreement prior to the date of such termination. If, by the tenth (10th) anniversary of the effective date hereof by reason of unavoidable delays of the type specified in Paragraph 21P, any party is unable to open the improvements to be constructed by it pursuant to Paragraphs 2A, 3A, 4A, 5A or 6A hereof, as the case may be, such party shall be relieved of such obligation to so construct

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and open such improvements and shall further be relieved from its respective operating covenant contained in Paragraph 20A, 20B, 20C or 20D, as the case may be. In the event that by reason of unavoidable delays of the type specified in Paragraph 21P hereof, Developer has been unable to construct and open the Enclosed Mall and the Mall Stores within ten (10) years from the effective date of this Agreement, the owner of any Department Store Parcel shall be entitled to terminate this Agreement as to its Parcel by giving written notice to the other parties on or before eleven (11) years from the effective date; provided, however, that such termination shall be subject to the reservations and exceptions contained in clauses (i), (ii) and (iii) hereinabove set forth in this Paragraph 21E.

C. Default shall not Permit Termination. The parties each hereby expressly agrees, on behalf of itself and its successors and assigns, that any provision of law or equity to the contrary notwithstanding, in the event of any default hereunder which is not cured within any time hereinbefore specified, it shall not terminate this Agreement nor its obligations under this Agreement, nor terminate the rights of any other party hereto with respect to its Parcel, nor withhold the benefits of this Agreement from any other party by reason of any default by such party, it being the express understanding of the parties hereto that this Agreement shall continue in effect throughout its term, notwithstanding any default by any party hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above mentioned.

(Execution of this Agreement is on four separate pages numbered 100 through 103).

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(Attached to and forming part of an Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc. and The Chas. V. Weise Co.).

Witnesses:

Margie Sue Cachat
Margie Sue Cachat

Carol Roush
Carol Roush

RACINE JOINT VENTURE

By _____
Richard E. Jacobs, General Partner

By _____
David H. Jacobs, General Partner

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R. E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 21st day of December, 1979.

Margie Sue Cachat
Notary Public

MARGIE SUE CACHAT
Notary Public, State of Ohio
County of Lorain
My Comm. Expires 05-26-84

(Attached to and forming part of an Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc. and ~~XXXXXXXXXXXXXXXXXXXXXXXX~~ The Chas. V. Weise Co.).

Witnesses:

J. C. PENNEY PROPERTIES, INC.

CAROL SPATER

By F J Deprovich
Vice President
F. J. DEPROVICH

MARY-THERESA SIMON

Attest Cornelius T Dorans
Assistant Secretary
CORNELIUS T. DORANS

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared F. J. DEPROVICH and CORNELIUS T. DORANS, known to me to be the Vice President and Assistant Secretary, respectively, of J. C. PENNEY PROPERTIES, INC., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 18 day of December, 1979.

Elizabeth Di Fulvio
Notary Public

ELIZABETH DI FULVIO
NOTARY PUBLIC, State of New York
No. 41-4632525
Qualified in Queens County
Certificate filed in New York County
Commission Expires March 30, 1980

(Attached to and forming part of an Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc. and The Chas. V. Weise, Co.).

Witnesses:

Jacklyn A. Frazee

June A. Greensmith

FEDERATED DEPARTMENT STORES, INC.

By James B. Selowich
Senior Vice President
James B. Selowich

Attest Boris Buerbach
Secretary
Boris Buerbach

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

BEFORE ME, a Notary Public in and for said County and State, personally appeared [illegible] and [illegible], known to me to be the [illegible] and [illegible], respectively, of FEDERATED DEPARTMENT STORES, INC., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cincinnati, Ohio this 21st day of December, 1979.

Rosemary Alexander
Notary Public
ROSEMARY ALEXANDER
Notary Public, State of Ohio
My Commission Expires Dec. 1, 1982

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(Attached to and forming part of an Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc. The Chas. V. Weise Co.).

Witnesses:

THE CHAS. V. WEISE CO.

By Thomas P. Liston
THOMAS P. LISTON

Attest Earl E. Cunion
EARL E. CUNION

STATE OF Illinois)
) SS:
COUNTY OF Peoria)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Thomas P. Liston and Earl Cunion, known to me to be the Vice Chairman of the Board and Vice President, respectively, of THE CHAS. V. WEISE CO., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Peoria, Illinois this 21st day of December, 1979.

Alice M. Faulkner
Notary Public

This Instrument Prepared By:

David W. Pancoast, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145

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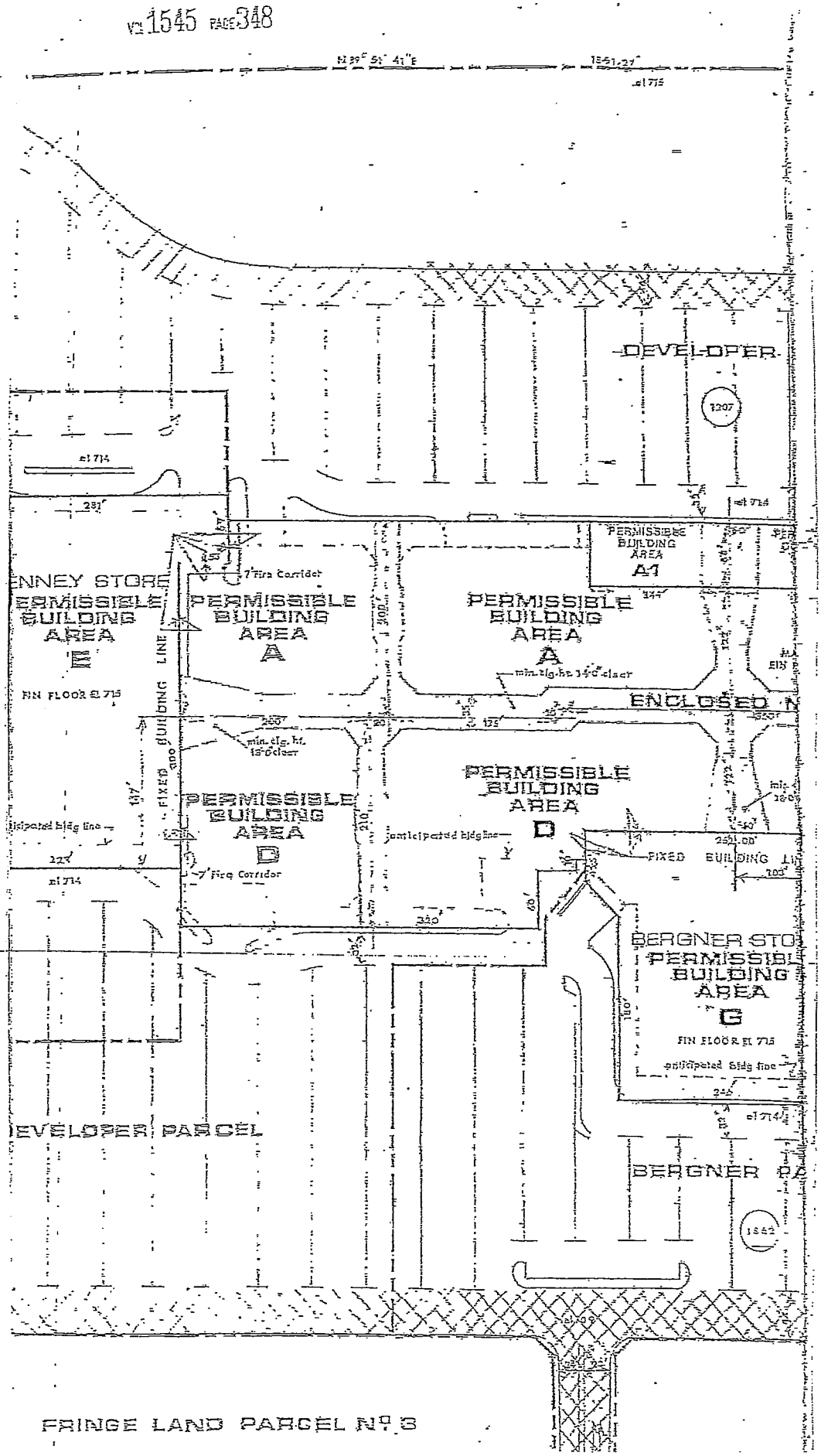
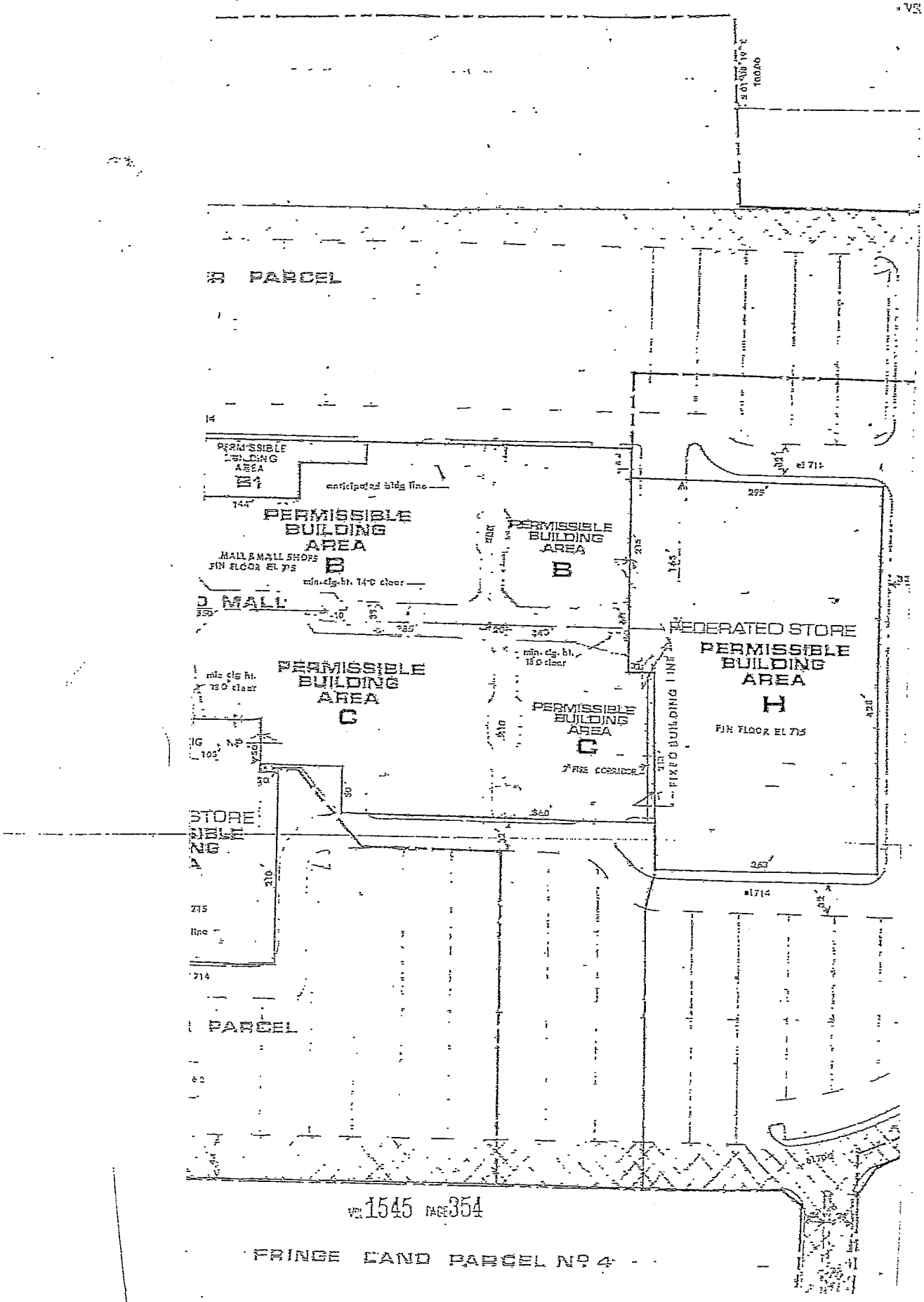
PROPOSED SIGNALIZED INTERSECTION
GREEN BAY ROAD
FRINGE LAND PARCEL No. 1
PENNEY PARCEL
PERMISSIBLE BUILDING AREA
PYLON SIGN LOCATION
PROPOSED SIGNALIZED INTERSECTION


DEVELOPER
PERMISSIBLE BUILDING AREA A1
PERMISSIBLE BUILDING AREA A
PERMISSIBLE BUILDING AREA E
PERMISSIBLE BUILDING AREA D
PERMISSIBLE BUILDING AREA G
ENCLOSED
FIXED BUILDING LINE
anticipated bldg line
FIN FLOOR El 715
DEVELOPER PARCEL
BERGNER
FRINGE LAND PARCEL No. 8


PARCEL
PERMISSIBLE BUILDING AREA B1
anticipated bldg line
PERMISSIBLE BUILDING AREA B
MALL & MALL SHOPS FIN FLOOR EL 715
min. clg. ht. 14'0 clear
MALL
PERMISSIBLE BUILDING AREA B
PERMISSIBLE BUILDING AREA C
min. clg. ht. 15'0 clear
PERMISSIBLE BUILDING AREA C
FIRE CORRIDOR
FIXED BUILDING LINE
FEDERATED STORE
PERMISSIBLE BUILDING AREA H
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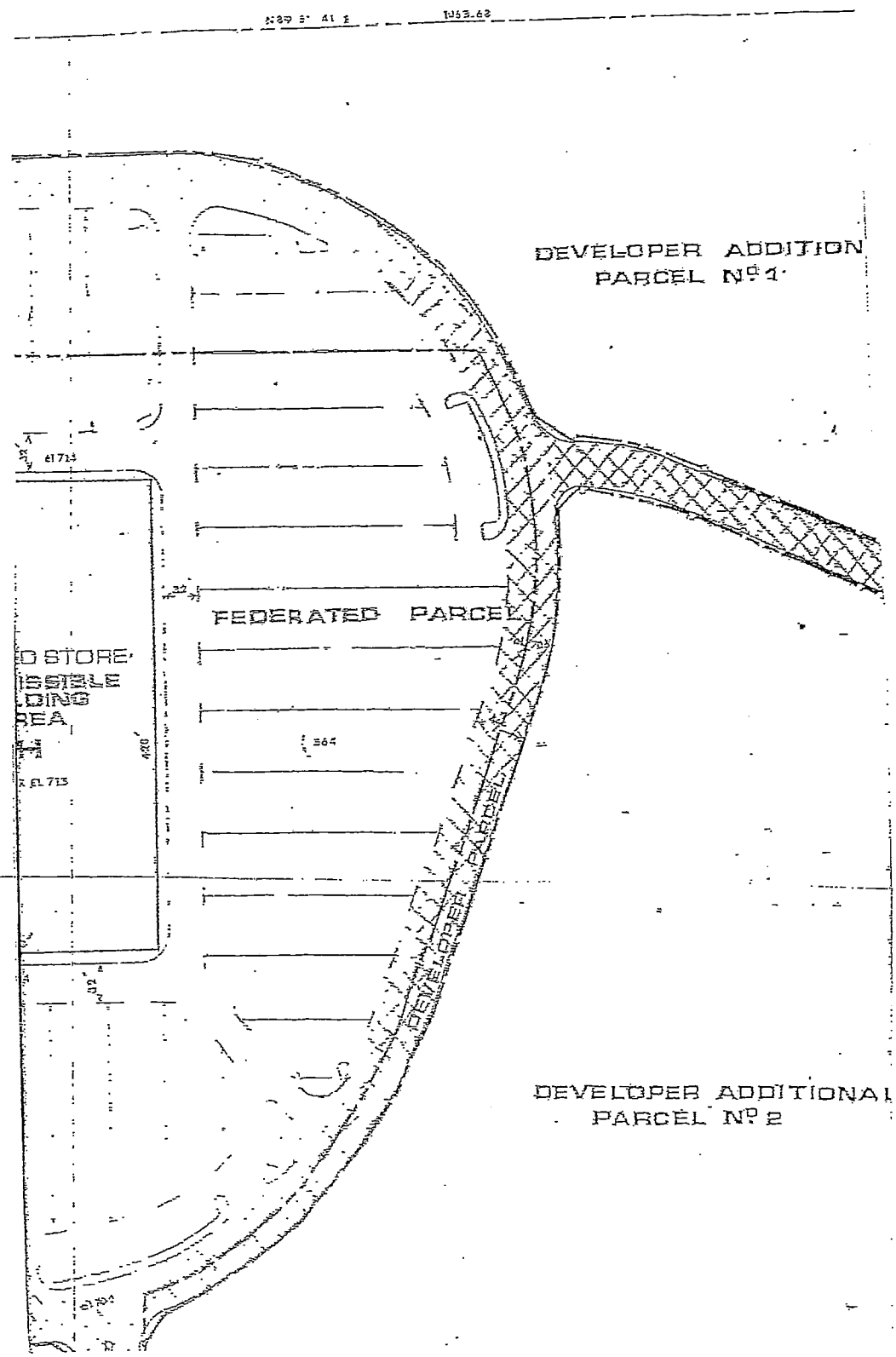
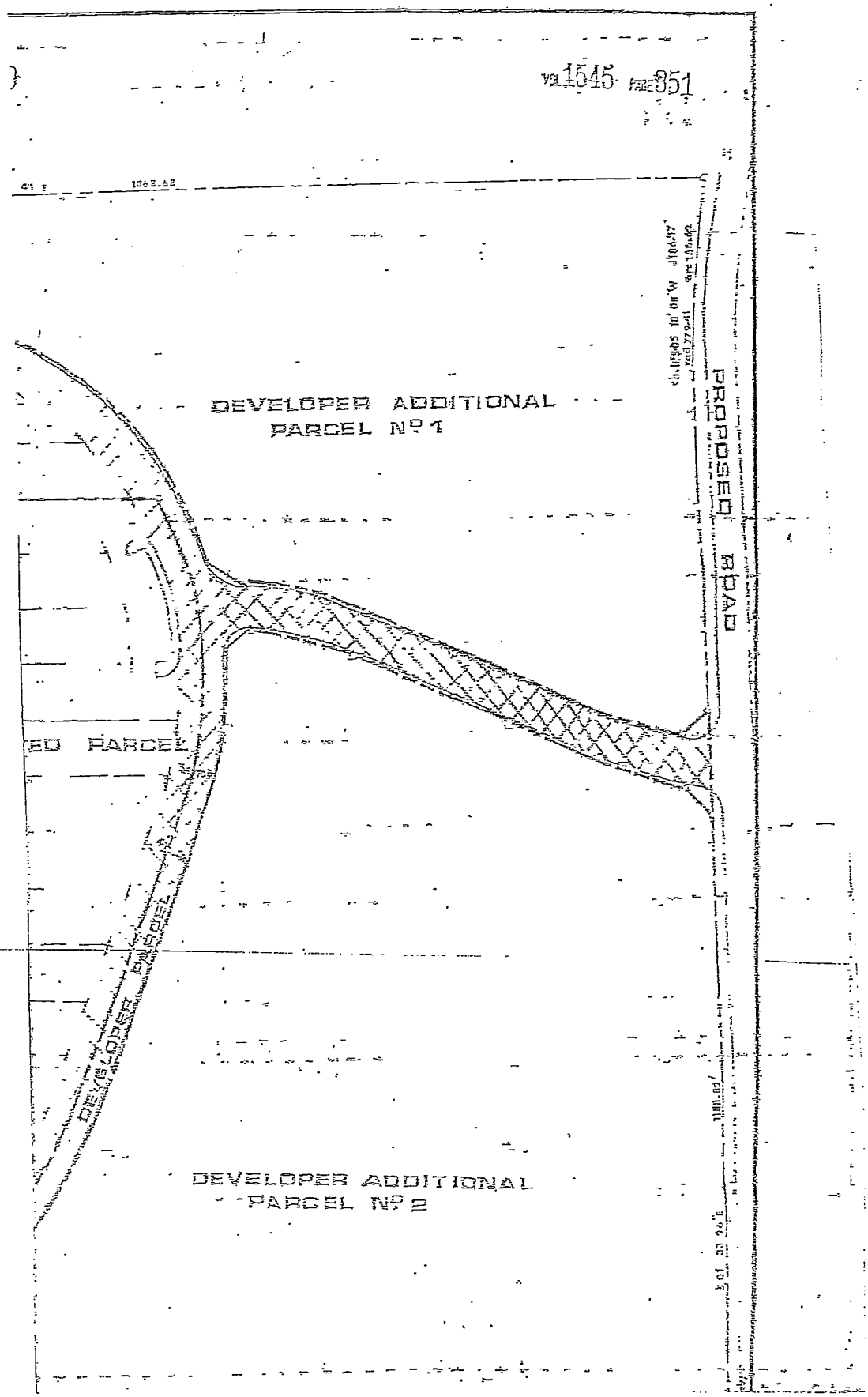
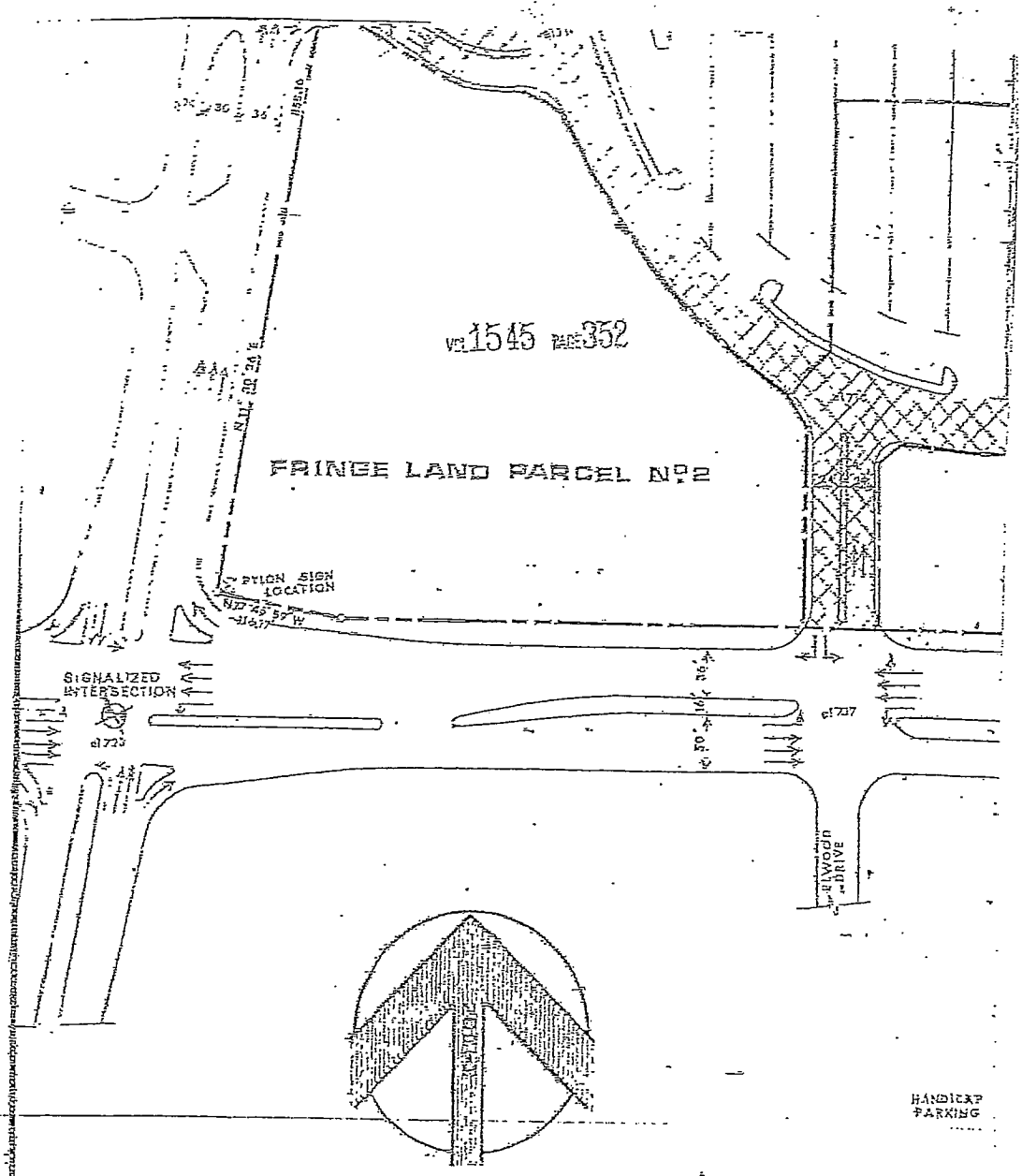
el 715
el 714
PARCEL
FRINGE LAND PARCEL No 4


DEVELOPER ADDITION
PARCEL No 1
FEDERATED PARCEL
DEVELOPER ADDITIONAL
PARCEL No 2


DEVELOPER ADDITIONAL
PARCEL Nº 1
PROPOSED ROAD
DEVELOPER PARCEL
DEVELOPER ADDITIONAL
PARCEL Nº 2



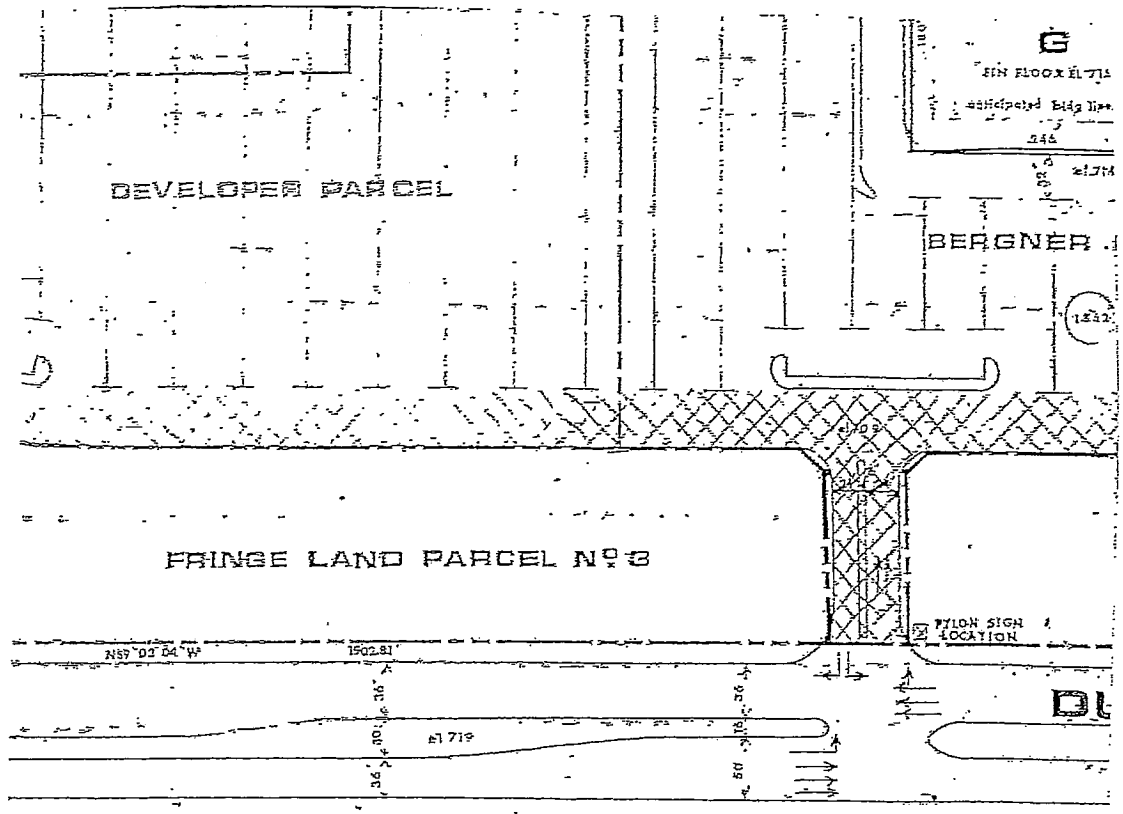
SCALE : 1" = 100'

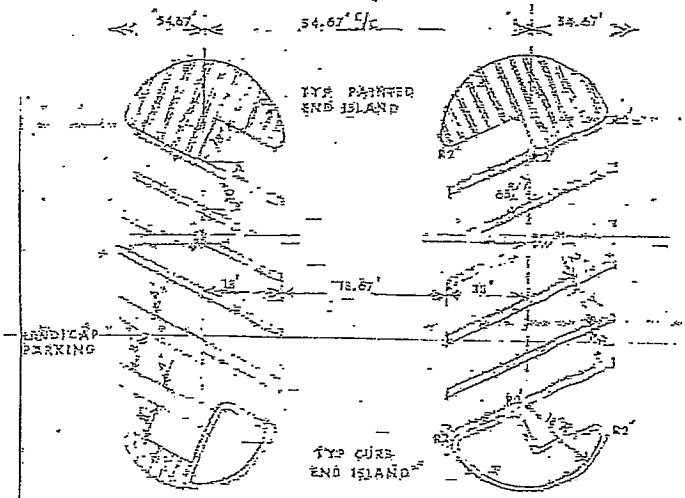
EXHIBIT "A1"

JACOBS, VISCONSI & J

DEVELOPERS

25425 CENTER RIDGE ROAD
CLEVELAND, OHIO 44145
AREA CODE 216-871-4800





TYPICAL PARKING DETAIL

JACOBS CO.

RS

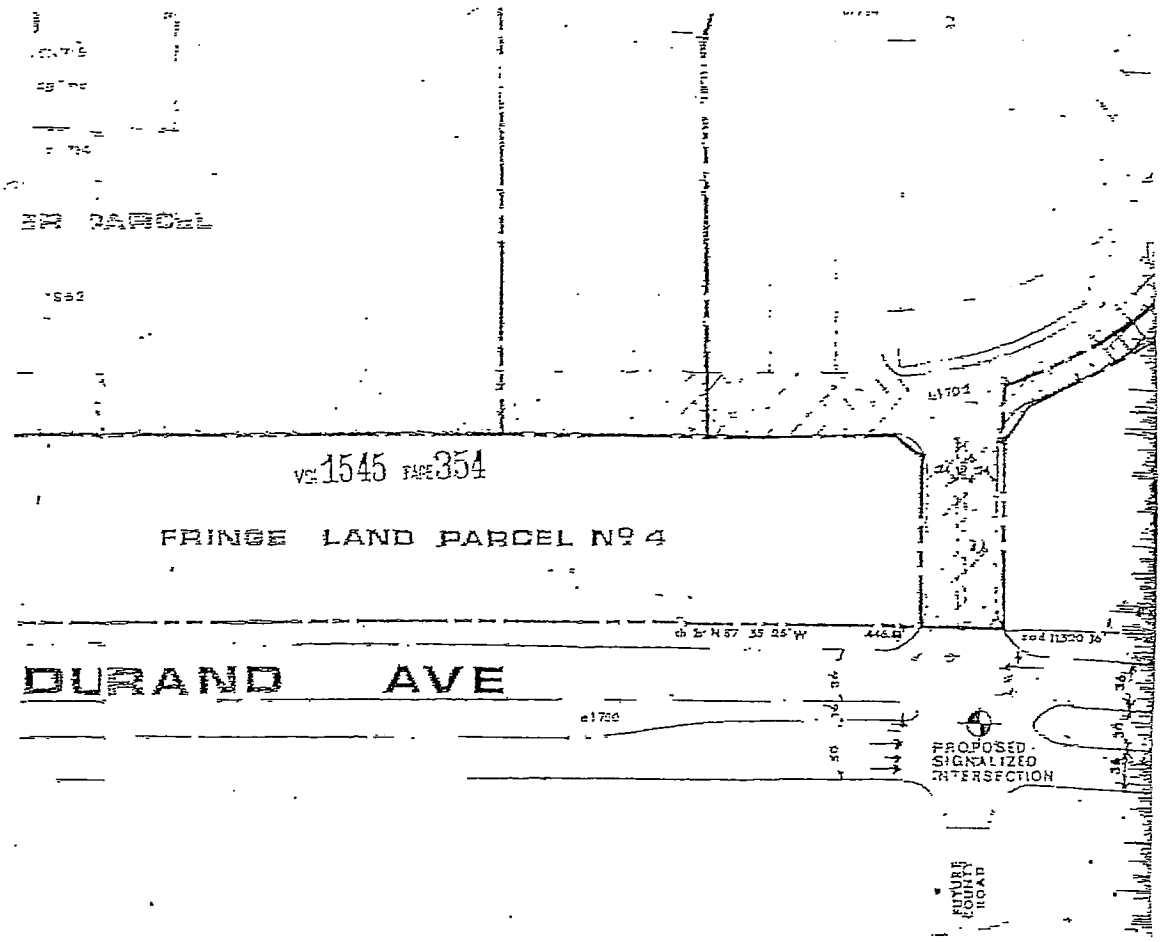
DE ROAD
44145

N 44060

VOL 1545 PAGE 353

RACINE

RACINE,



NOTE:

IN THE CASE OF ANY INCONSISTENCY BETWEEN THE ELEVATIONS SHOWN HEREON AND THE DEVELOPMENT PLANS REFERRED TO IN THE RESTRICTION AND OPERATING AGREEMENT TO WHICH THIS EXHIBIT IS ATTACHED, THE SITE DEVELOPMENT PLANS SHALL CONTROL

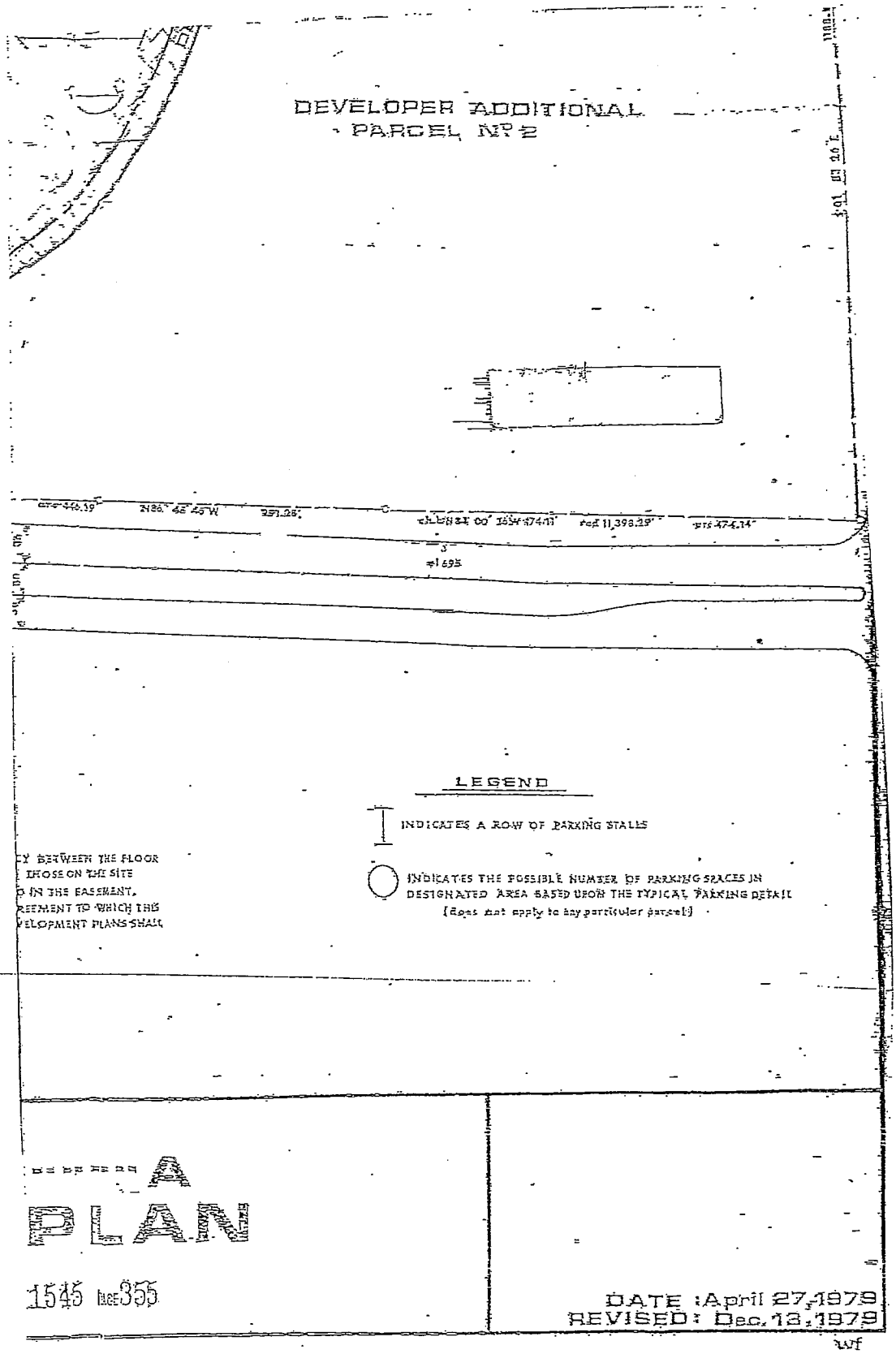
MALL

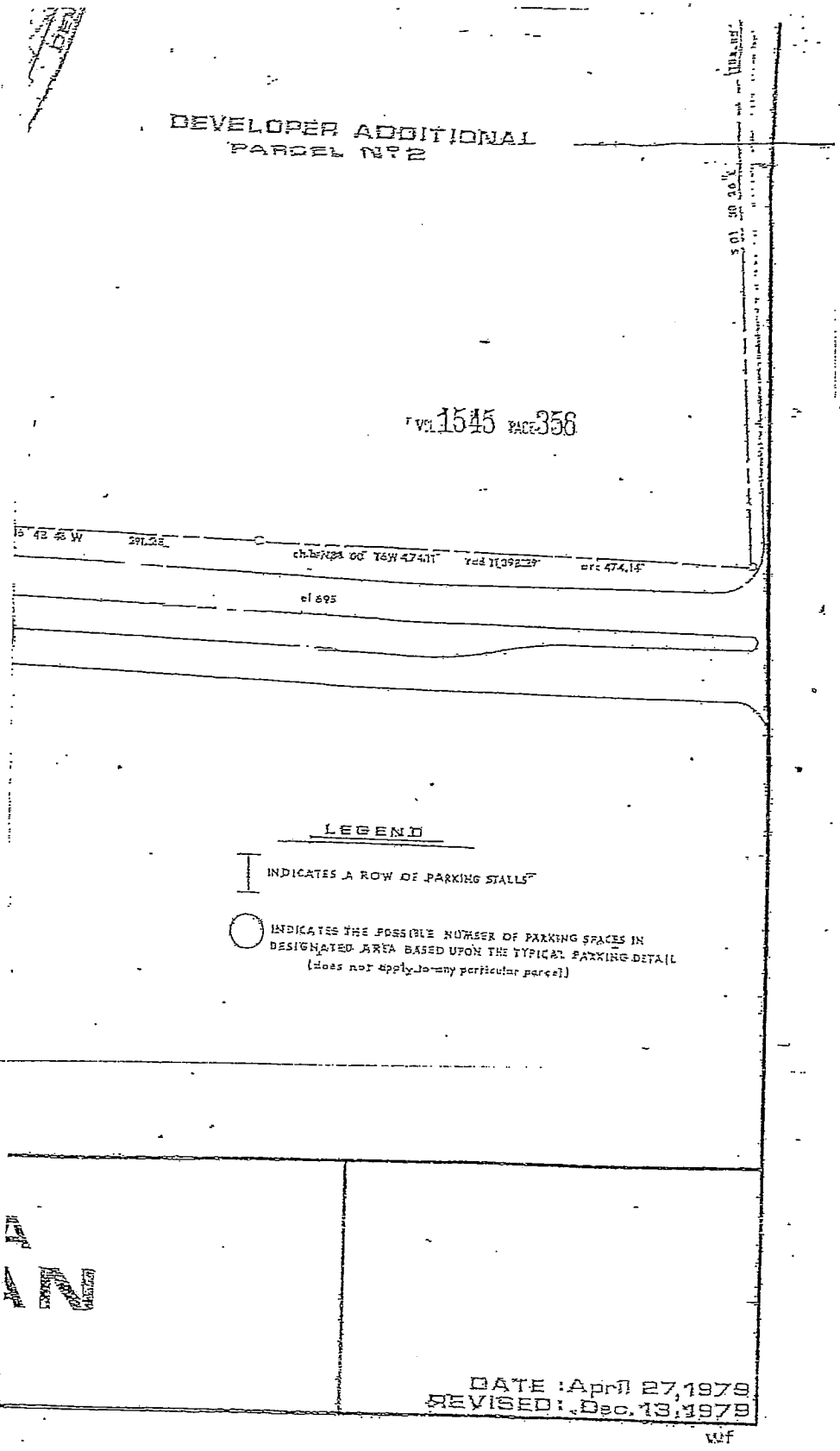
WISC.

PHASE

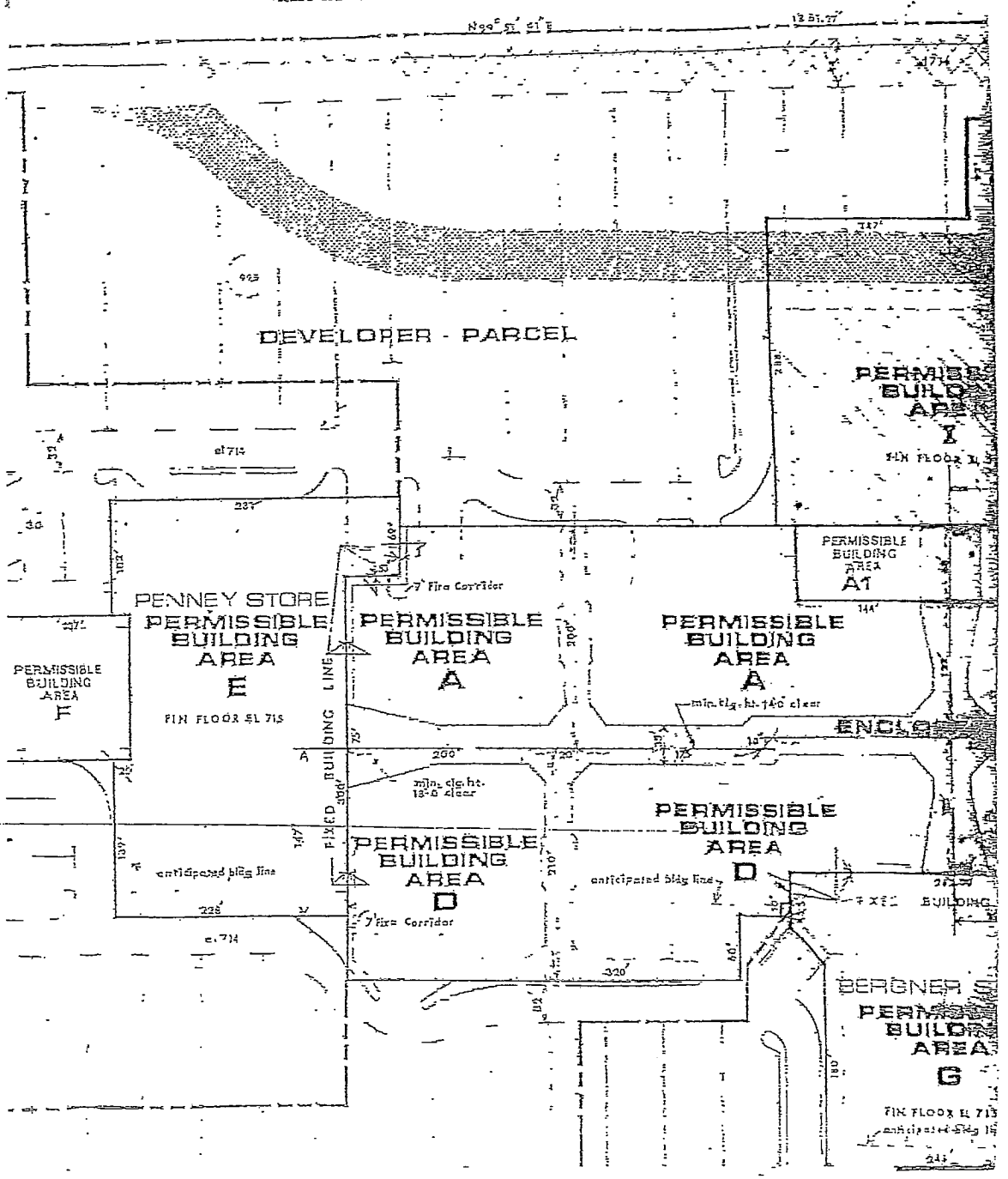
SITE

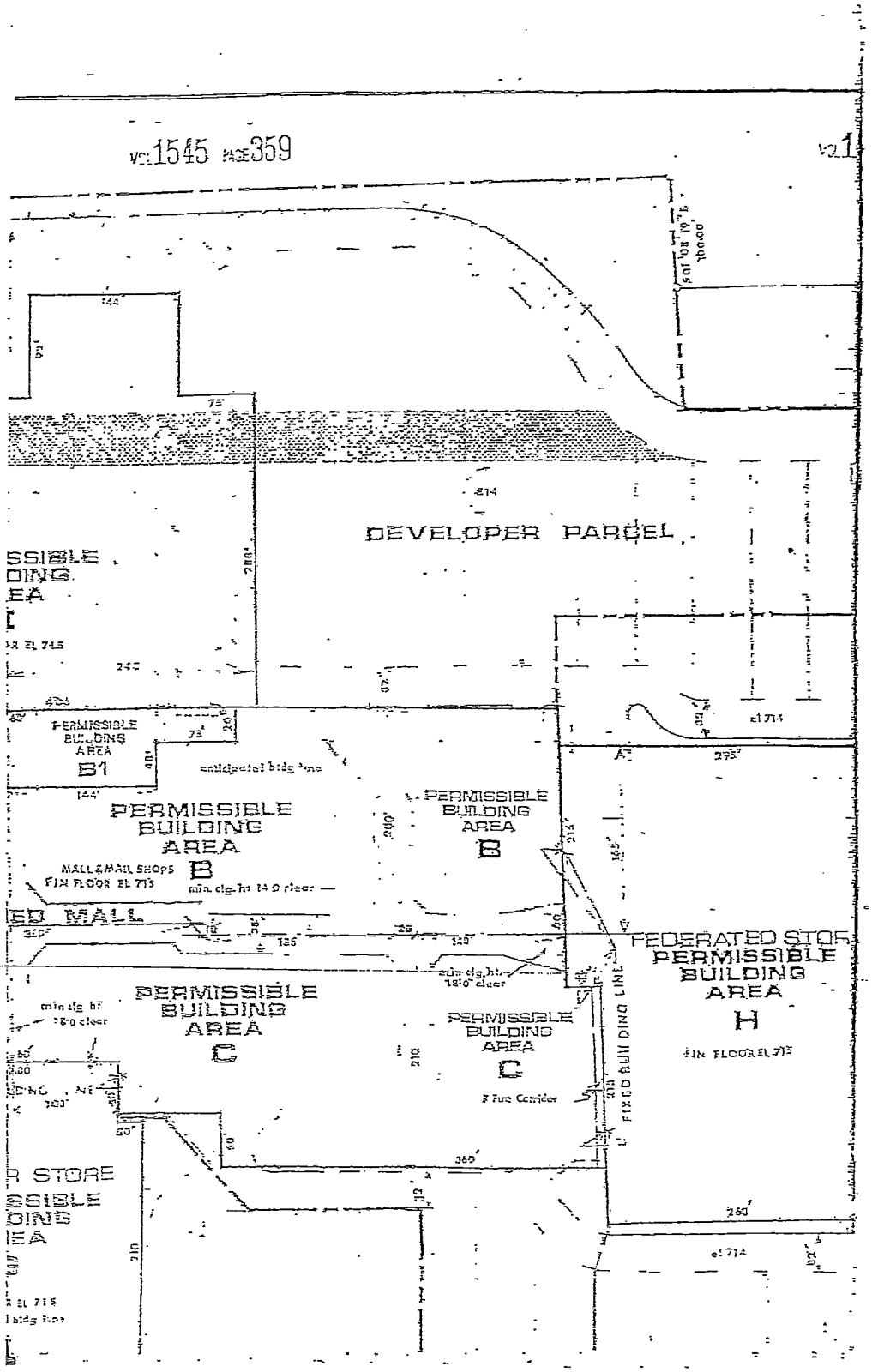
VOL 15


DEVELOPER ADDITIONAL
PARCEL Nº 2
N86° 42' 45"W
257.26'
#1695
LEGEND
INDICATES A ROW OF PARKING STALLS
INDICATES THE POSSIBLE NUMBER OF PARKING SPACES IN DESIGNATED AREA BASED UPON THE TYPICAL PARKING DETAIL
(does not apply to any particular parcel)
PLAN
1545 Rec 355
DATE :April 27,1979
REVISED: Dec.13,1979


DEVELOPER ADDITIONAL
PARCEL Nº2
VOL 1545 PAGE 356
el 695
LEGEND
INDICATES A ROW OF PARKING STALLS
INDICATES THE POSSIBLE NUMBER OF PARKING SPACES IN DESIGNATED AREA BASED UPON THE TYPICAL PARKING DETAIL
(does not apply to any particular parcel)
DATE : April 27, 1979
REVISED : Dec. 13, 1979

GREEN BAY ROAD
FRINGE LAND PARCEL NO1
PENNEY PARCEL
PROPOSED SIGNALIZED INTERSECTION
PROPOSED SIGNALIZED INTERSECTION
PYLON SIGN LOCATION


DEVELOPER - PARCEL
PERMISSIBLE BUILDING AREA I
PERMISSIBLE BUILDING AREA A1
PENNEY STORE PERMISSIBLE BUILDING AREA E
FIN FLOOR EL 715
PERMISSIBLE BUILDING AREA F
PERMISSIBLE BUILDING AREA A
PERMISSIBLE BUILDING AREA A
min. clg. ht. 14'0 clear
ENCLOSED
FIXED BUILDING LINE
min. clg. ht. 13'0 clear
PERMISSIBLE BUILDING AREA D
PERMISSIBLE BUILDING AREA D
anticipated bldg line
anticipated bldg line
7' Fire Corridor
7' Fire Corridor
BERGNER PERMISSIBLE BUILDING AREA G
FIN FLOOR EL 715
anticipated bldg line
EXIST BUILDING


DEVELOPER PARCEL
PERMISSIBLE BUILDING AREA B1
PERMISSIBLE BUILDING AREA B
PERMISSIBLE BUILDING AREA B
MALL & MAIL SHOPS
FIN FLOOR EL 715
PERMISSIBLE BUILDING AREA C
PERMISSIBLE BUILDING AREA C
3 Fun Corridor
FEDERATED STORES PERMISSIBLE BUILDING AREA H
FIN. FLOOR EL 715
FIXED BUILDING LINE
el 714
el 714
el 714
min clg. ht 14'0 clear
min clg. ht 18'0 clear
min clg ht 18'0 clear
365'
260'
275'
135'
140'

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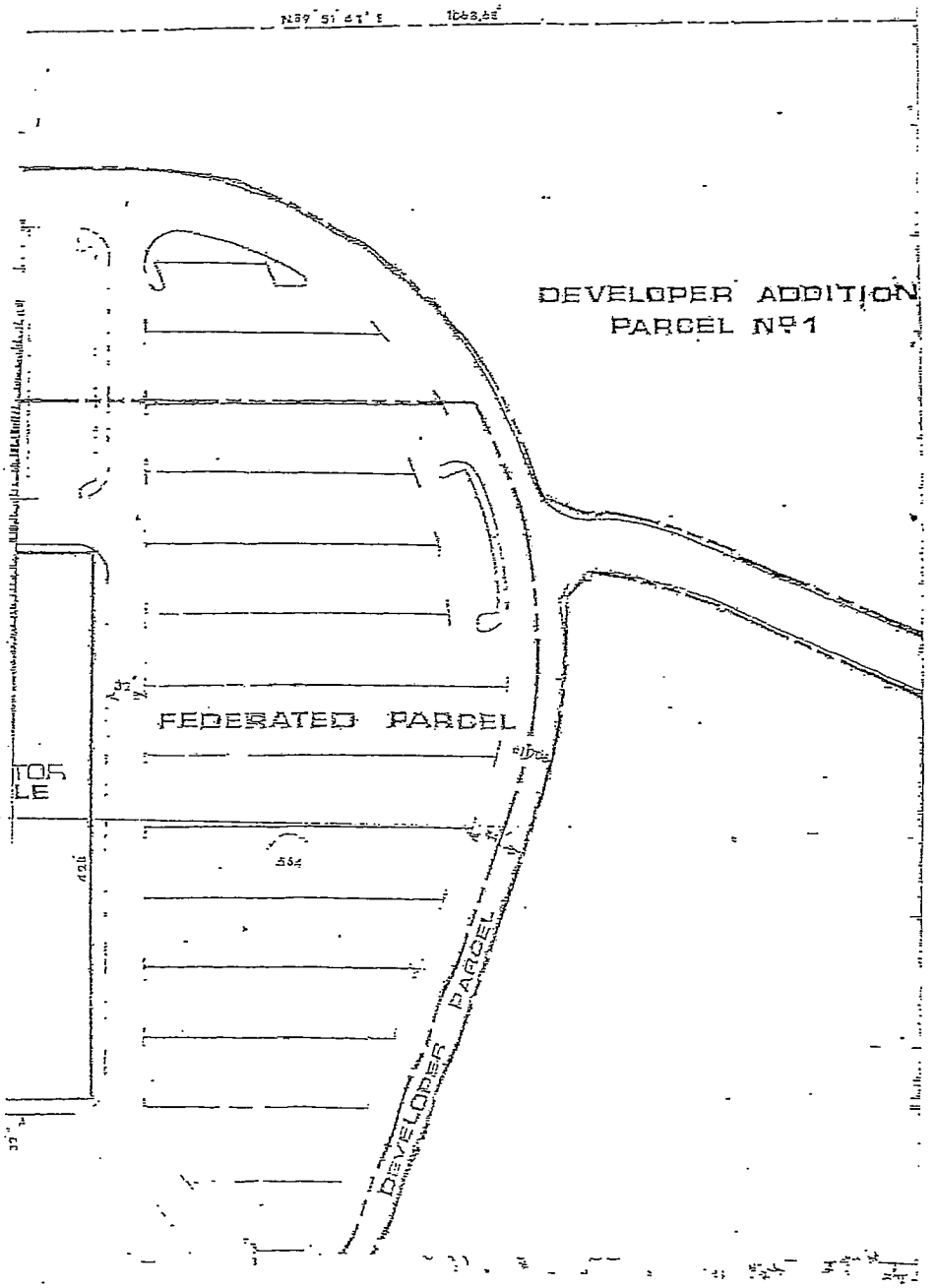
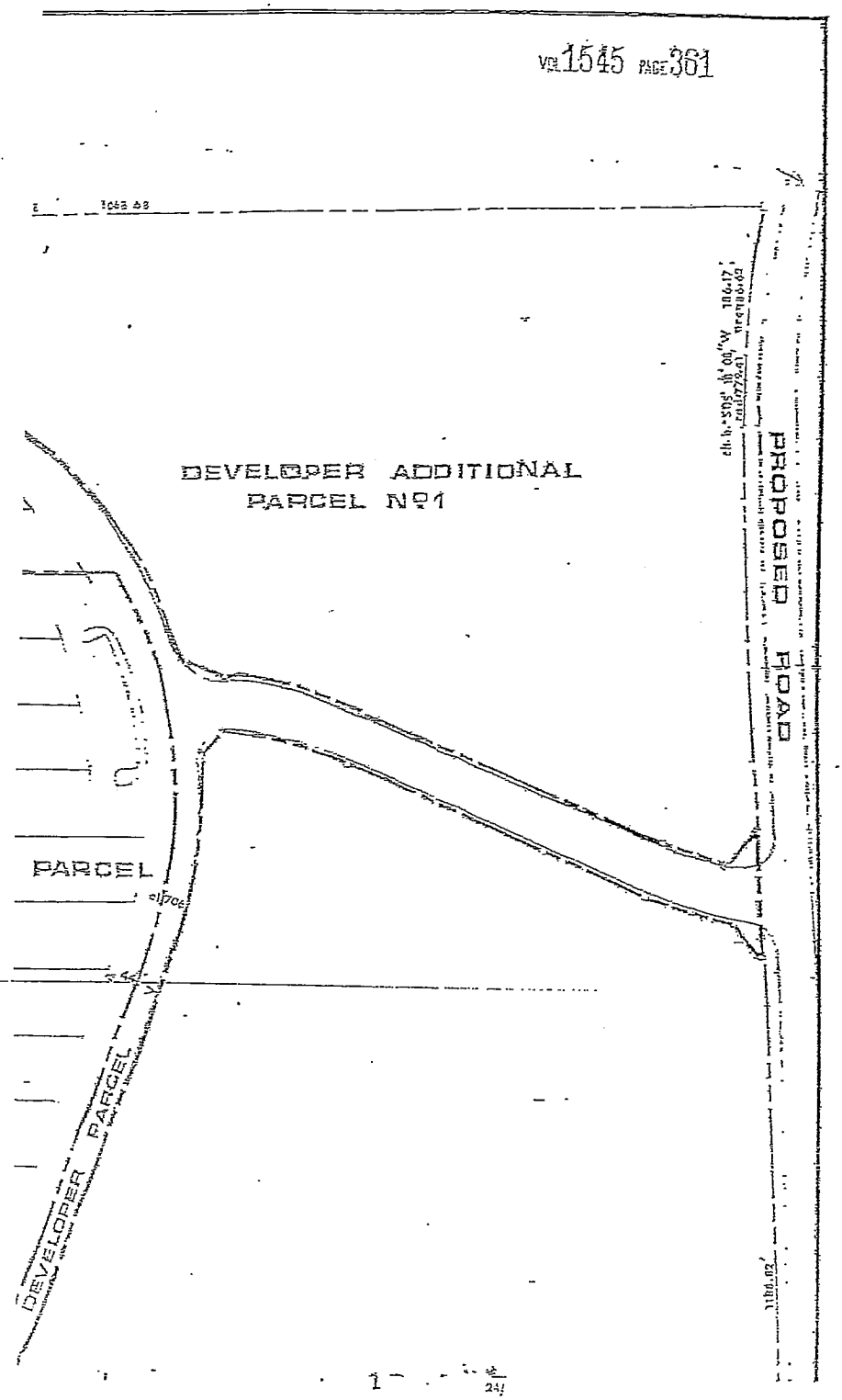



DEVELOPER ADDITIONAL
PARCEL No 1
PROPOSED ROAD
PARCEL
DEVELOPER PARCEL

VOL 1545 PAGE 362

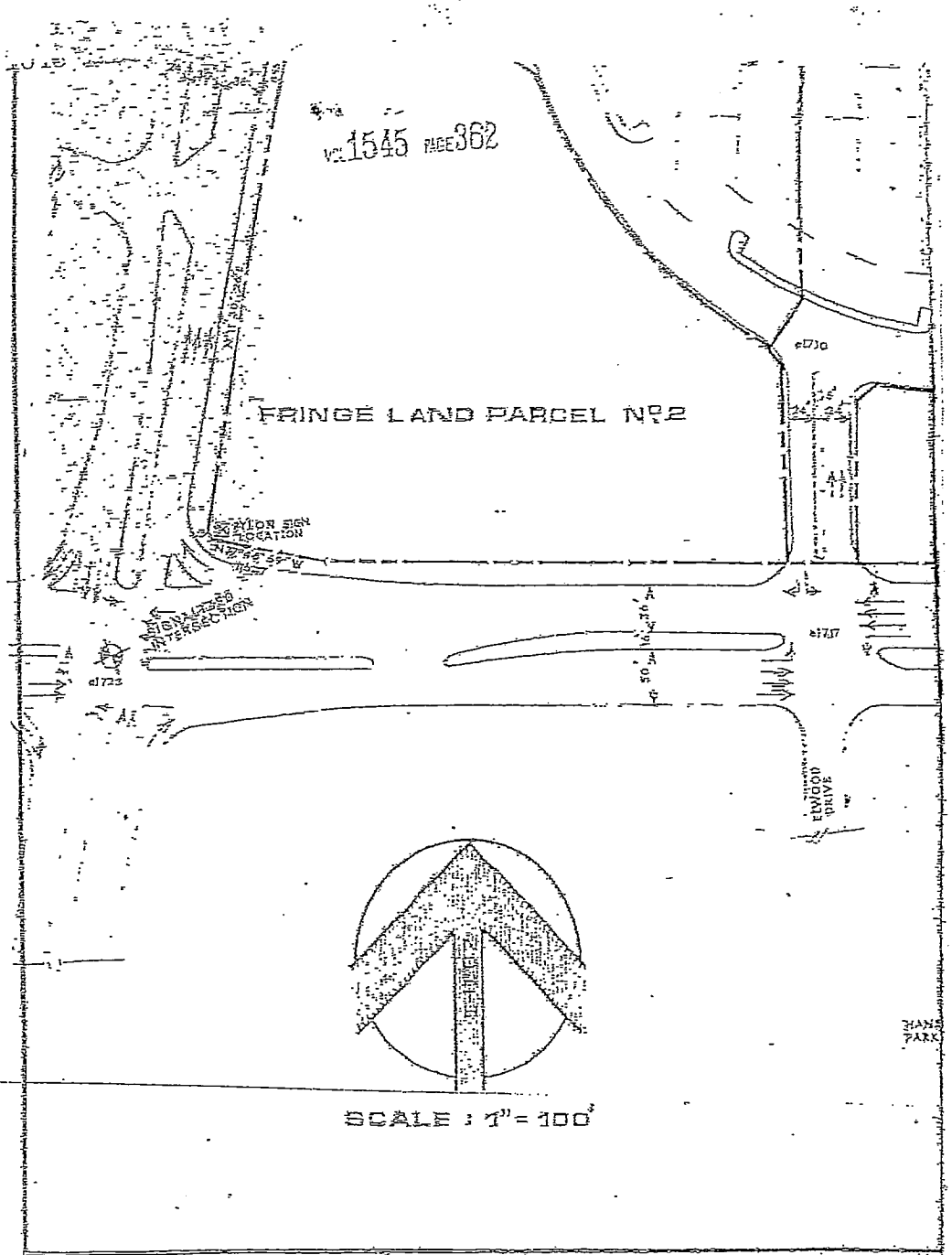
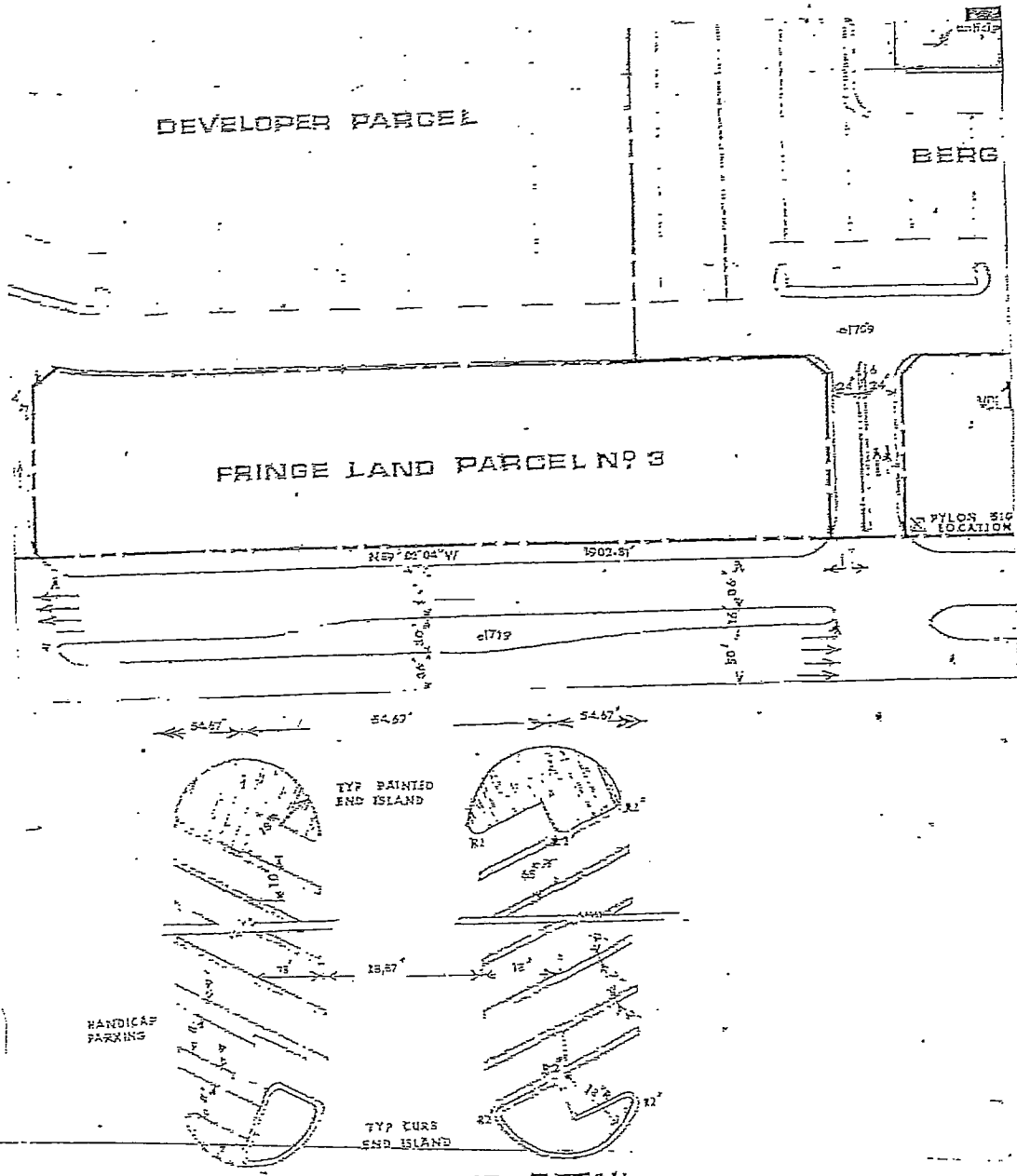


EXHIBIT "A"

JACOBS, VISCONSI

DEVELOPER

25425 CENTER RIDGE
CLEVELAND OHIO
AREA CODE 216-871-



TYPICAL PARKING DETAIL

VOL 1545 PAGE 363

INSI & JACOBS CO.

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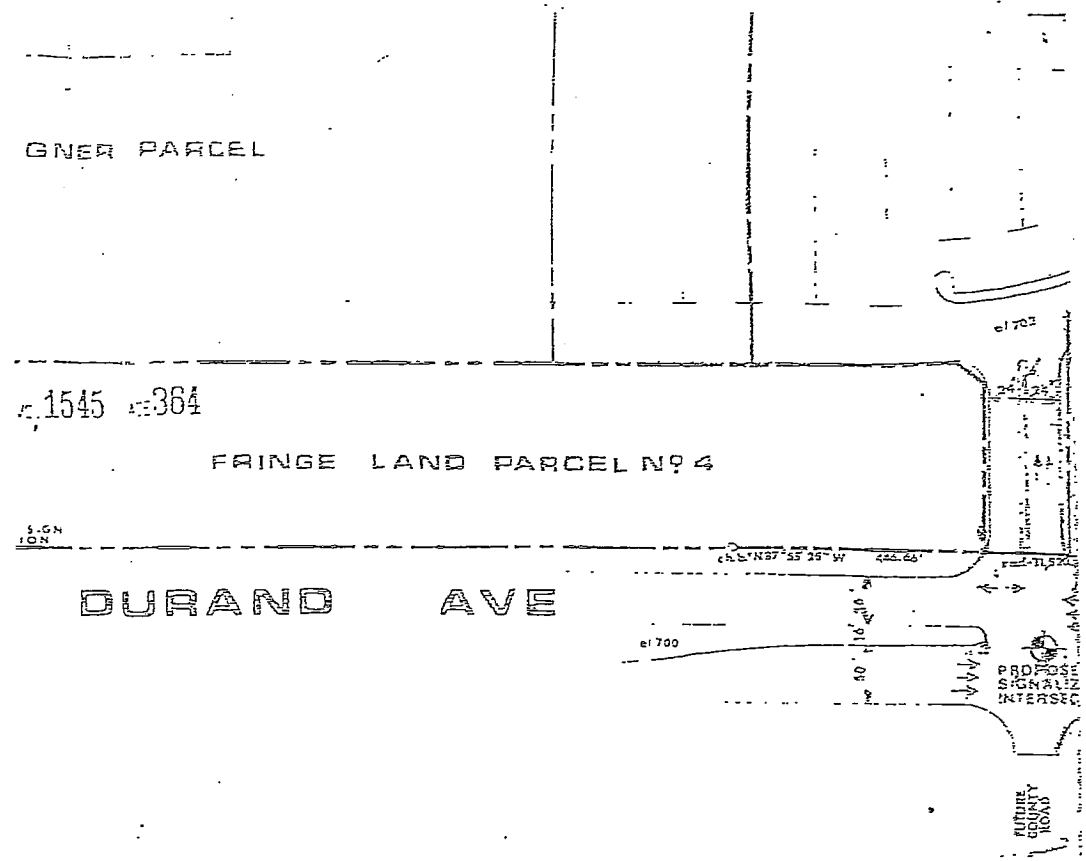
RACINE

RACINE,



NOTE :

IN THE CASE OF AN ELEVATIONS SHOWN DEVELOPMENT PLA RESTRICTION AND EXHIBIT IS ATTACHE CONTROL.

E MALL

WISC.

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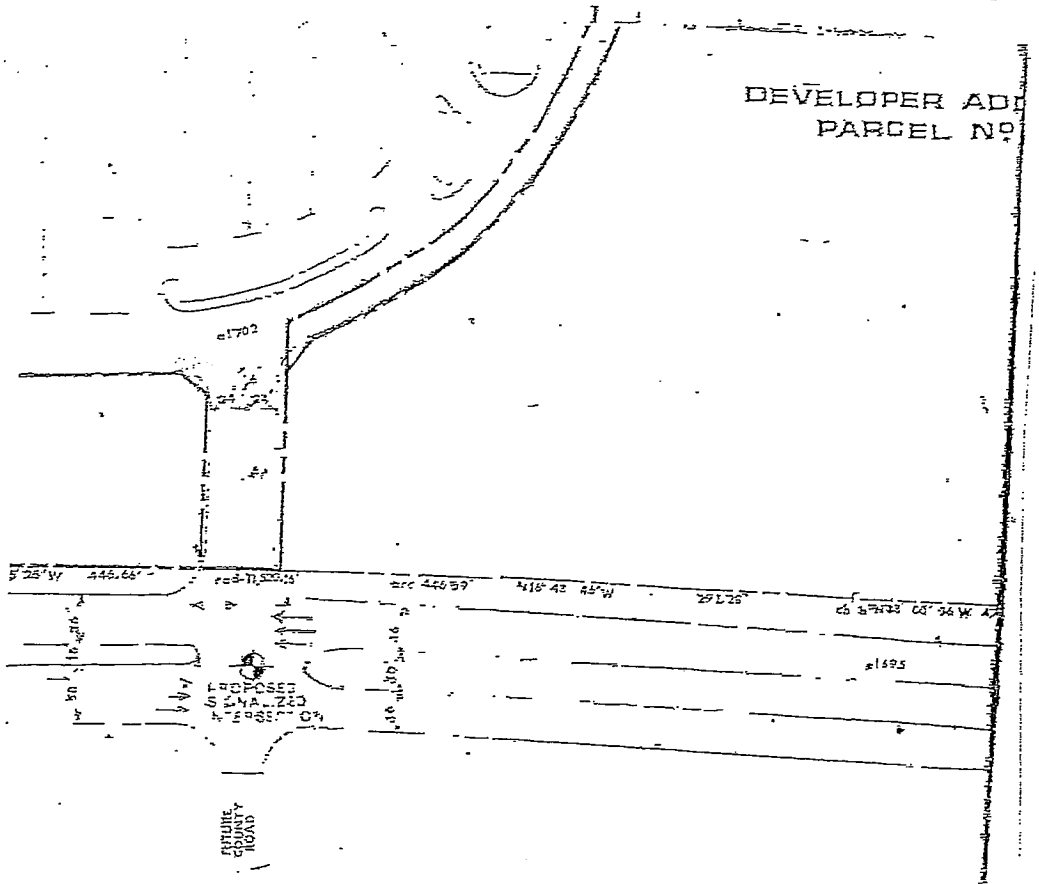

NOTE:

IN THE CASE OF ANY INCONSISTENCY BETWEEN THE FLOOR ELEVATIONS SHOWN HEREON AND THOSE ON THE SITE DEVELOPMENT PLANS REFERRED TO IN THE EASEMENT, RESTRICTION AND OPERATING AGREEMENT TO WHICH THIS EXHIBIT IS ATTACHED, THE SITE DEVELOPMENT PLANS SHALL CONTROL.

PHASE B
SITE PLAN

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DEVELOPER ADDITIONAL
PARCEL Nº 2

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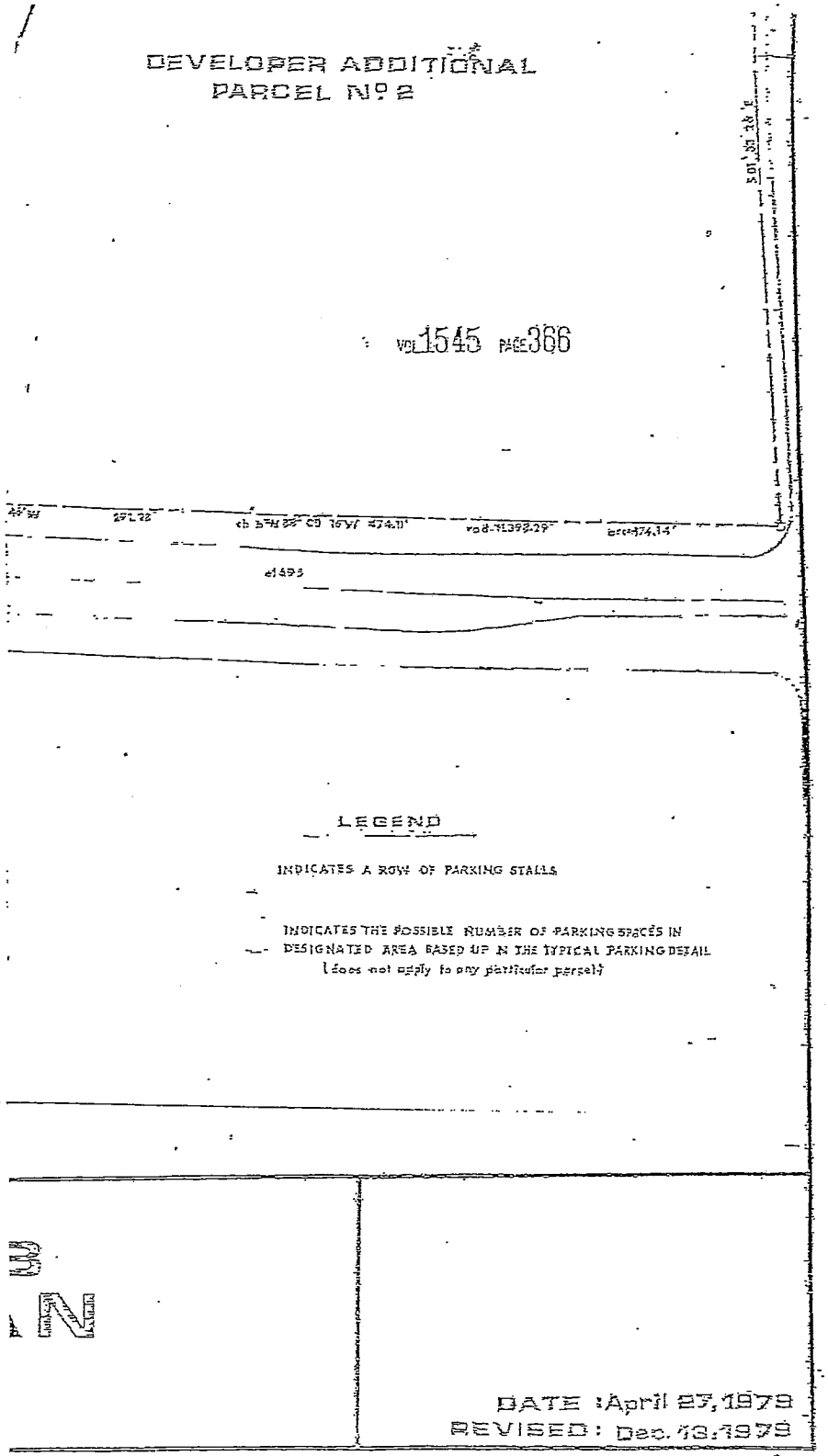

EXHIBIT B-1

DEVELOPER PARCEL

Being known as that part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southeast 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,507.63 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 180.85 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 30.31 feet bearing N29°22'28"W; thence, N76°05'21"E, 67.30 feet; thence, N00°57'56"E, 213.13 feet; thence, S89°02'04"E, 349.39 feet; thence, N00°57'56"E, 474.58 feet; thence, S89°02'04"E, 53.00 feet; thence, N00°57'56"E, 164.31 feet; thence, N89°02'04"W, 369.18 feet; thence, N00°57'56"E, 277.61 feet; thence, N89°02'04"W, 341.56 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°49'08"E, 35.00 feet; thence, N89°51'41"E, 1,861.27 feet; thence, S01°08'19"E, 201.80 feet; thence, S89°02'04"E, 212.55 feet; thence along the arc of a 360.00 foot radius curve, concave to the south, having a chord length of 435.74 feet bearing S51°47'28"E, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 36.45 feet bearing S51°57'12"E, to a point of reverse curve; thence along the arc of a 340.00 foot radius curve, concave to the south, having a chord length of 134.42 feet bearing S77°57'29"E; thence, S66°33'26"E, 282.82 feet to a point of curve; thence along the arc of a 200.00 foot radius curve, concave to the north, having a chord length of 51.64 feet bearing S73°58'32"E; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 46.02 feet bearing N48°31'10"E; thence, S01°33'26"E; 101.00 feet; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 40.00 feet bearing N43°22'19"W to a point of reverse curve; thence along the arc of a 240.00 foot radius curve, concave to the north, having a chord length of 77.66 feet, bearing N75°52'01"W; thence, N66°33'26"W, 282.82 feet to a point of curve; thence along the arc of a 300.00 foot radius curve, concave to the south, having a chord length of 103.73 feet bearing N76°30'43"W, thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 43.58 feet, bearing S46°57'04"W, to a point of reverse curve; thence along the arc of a 360.00 foot radius curve, concave to the west, having a chord length of 128.71 feet bearing S10°40'06"W; thence, S20°57'56"W, 315.61 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 378.38 feet bearing S46°07'30"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 34.55 feet bearing S36°07'34"W; thence, N00°57'56"E, 44.71 feet; thence along the arc of a 423.00 foot radius curve, concave to the north, having a chord

length of 371.56 feet bearing N47°01'06"E; thence, N20°57'56"E, 315.61 feet to a point of curve; thence along the arc of a 338.00 foot radius curve, concave to the west, having a chord length of 294.80 feet bearing N04°53'22"W; thence, N89°02'04"W, 607.27 feet; thence, S00°57'56"W, 331.16 feet; thence, S89°02'04"E, 32.00 feet; thence, S00°57'56"W, 213.00 feet; thence, S21°53'51"W, 42.83 feet; thence, S00°57'56"W, 306.00 feet; thence, N89°02'04"W, 164.01 feet; thence, N00°57'56"E, 367.00 feet; thence, N89°02'04"W, 159.69 feet; thence, N44°02'04"W, 113.14 feet; thence, N89°02'04"W, 40.00 feet; thence, N00°57'56"E, 50.00 feet; thence, N89°02'04"W, 262.00 feet; thence, S00°57'56"W, 35.50 feet; thence, S45°57'56"W, 50.91 feet; thence, S00°57'56"W, 58.50 feet; thence, N89°02'04"W, 160.36 feet; thence, S00°57'56"W, 367.00 feet; thence, N89°02'04"W, 421.16 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 101.47 feet bearing N82°29'17"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 46.99 feet bearing S52°30'44"W; thence, S00°57'56"W, 132.35 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N89°02'04"W, 65.00 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 34.015 acres, to be the same more or less.

EXHIBIT B-1

EXHIBIT B-2

FRINGELAND PARCEL #1

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E, along the South line of the Southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26" W 61.18 feet to a point on the Northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, along the Northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet, to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E along the easterly right-of-way line of State Trunk Highway 31, 540.51 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, continuing N11°30'26"E, along the easterly right-of-way line of State Trunk Highway 31, 314.65 feet; thence, N11°49'06"E, continuing along the easterly right-of-way line of State Trunk Highway 31, 466.97 feet; thence along the arc of a 165.00 foot radius curve, concave to the North, having a chord length of 34.37 feet, bearing S84°09'52"E; thence, N89°51'41"E, 65.00 feet to a point of curve; thence along the arc of 117.50 foot radius curve, concave to the South, having a chord length of 54.80 feet bearing S76°39'16"E; thence along the arc of 30.00 foot radius curve, concave to the West, having a chord length of 45.37 feet bearing S14°02'47"E to a point of reverse curve; thence along the arc of a 275.00 foot radius curve, concave to the South, having a chord length of 110.85 feet bearing S23°26'46"W; thence, S11°49'06"W, 332.74 feet; thence, S11°30'26"W, 161.86 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 136.35 feet bearing S02°41'42"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the West, having a chord length of 45.30 feet bearing S42°54'33"W; thence along the arc of a 127.50 foot radius curve, concave to the North, having a chord length of 66.15 feet bearing N73°01'49"W to a point of reverse curve; thence along the arc of a 232.50 foot radius curve, concave to the South, having a chord length of 82.74 feet bearing N68°14'34"W, TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 2.845 acres to be the same more or less.

FRINGELAND PARCEL #2

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of the Southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway

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11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W along the northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31 AND THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N11°30'26"E along the easterly right-of-way line of State Trunk Highway 31, 475.51 feet; thence along the arc of a 167.50 foot radius curve, concave to the south, having a chord length of 59.61 feet bearing S68°14'34"E to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the north, having a chord length of 128.47 feet bearing S77°29'11"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 36.73 feet bearing S59°14'03"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 291.39 feet bearing S40°36'11"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 30.31 feet bearing S29°22'28"E; thence, S00°57'56"W, 180.85 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N89°02'04"W along the northerly right-of-way line of State Trunk Highway 11, 395.18 feet; thence, N77°46'59"W, 116.17 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 4.079 acres to be the same more or less.

FRINGELAND PARCEL #3

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 24 thence, S89°28'36"E, along the south line of the Southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W along the northerly right-of-way line of State Trunk Highway 11, 1,442.63 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 132.35 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the east, having a chord length of 46.99 feet bearing N52°30'44"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 101.47 feet bearing S82°29'17"E; thence, S89°02'04"E, 542.40 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 42.43 feet bearing S44°02'04"E; thence, S00°57'56"W, 120.00 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N89°02'04"W, 710.00 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 2.455 acres to the same more or less.

FRINGELAND PARCEL #4

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W along the northerly right-of-way line of State Trunk Highway 11, 667.63 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 120.00 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the east, having a chord length of 42.43 feet bearing N45°57'56"E; thence, S89°02'04"E, 771.03 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 32.79 feet bearing N88°51'16"E, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 43.96 feet bearing S46°08'44"E; thence, S00°57'56"W, 123.00 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,520.16 foot radius curve, concave to the south, having a chord length of 198.38 feet bearing N88°32'22"W; thence, N89°02'04"W along the northerly right-of-way line of State Trunk Highway 11, 667.63 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 2.979 acres to be the same more or less.

EXHIBIT B-3

DEVELOPER ADDITIONAL PARCEL #1

Being known as that part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the southeast corner of the southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of said southeast 1/4, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N01°33'26"W, 849.80 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 46.02 feet bearing S48°31'10"W; thence along the arc of a 200.00 foot radius curve, concave to the north, having a chord length of 51.64 feet bearing N73°58'32"W; thence, N66°33'26"W, 282.82 feet to a point of curve; thence along the arc of a 340.00 foot radius curve, concave to the south, having a chord length of 134.42 feet bearing N77°57'29"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 36.45 feet bearing N51°57'12"W to a point of reverse curve; thence along the arc of a 360.00 foot radius curve, concave to the west, having a chord length of 435.74 feet bearing N51°47'28"W; thence, N89°02'04"W, 212.55 feet; thence, N01°08'19"W, 101.80 feet; thence, N89°51'41"E, 1,068.68 feet; thence along the arc of a 779.41 foot radius curve, concave to the east, having a chord length of 186.17 feet bearing S05°18'08"W; thence, S01°33'26"E, 339.02 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 7.282 acres to be the same more or less.

DEVELOPER ADDITIONAL PARCEL #2

Being known as that part of the Southeast 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the southwest corner of the southeast 1/4 of said Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°16'07"W, 183.30 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 150.77 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the east, having a chord length of 34.55 feet bearing N36°07'34"E to a point of reverse curve, thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 378.38 feet bearing N46°07'30"E; thence, N20°57'56"E, 315.61 feet to a point of curve; thence along the arc of 360.00 foot radius curve, concave to the west, having a chord length of 128.71 feet bearing N10°40'06"E to a point of reverse curve; thence along the arc of 30.00 foot

radius curve, concave to the south, having a chord length of 43.58 feet bearing N46°57'04"E; thence along a 300.00 foot radius curve, concave to the south, having a chord length of 103.73 feet bearing S76°30'43"E; thence, S66°33'26"E, 282.82 feet to a point of curve; thence along the arc of a 240.00 foot radius curve, concave to the north, having a chord length of 77.66 feet bearing S75°52'01"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 40.00 feet bearing S43°22'19"E; thence, S01°33'26"E, 748.80 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,398.29 foot radius curve, concave to the north, having a chord length of 474.11 feet bearing N88°00'16"W; thence, N86°48'46"W on the northerly right-of-way line of State Trunk Highway 11, 291.28 feet to a point of curve; thence along the arc of an 11,520.16 foot radius curve, concave to the south, having a chord length of 183.30 feet bearing N87°16'07"W TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 13.661 acres to be the same more or less.

EXHIBIT B-4

PENNEY PARCEL

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W along the northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E along the easterly right-of-way line of State Trunk Highway 31, 475.51 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N11°30'26"E, 65.00 feet; thence along the arc of a 232.50 foot radius curve, concave to the south, having a chord length of 82.74 feet bearing S68°14'34"E to a point of reverse curve; thence along the arc of a 127.50 foot radius curve, concave to the north, having a chord length of 66.15 feet bearing S73°01'49"E; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.30 feet bearing N42°54'33"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 136.35 feet bearing N02°41'42"E; thence, N11°30'26"E, 101.86 feet; thence, N11°49'06"E, 332.74 feet to a point of curve; thence along the arc of a 275.00 foot radius curve, concave to the east, having a chord length of 110.85 feet bearing N23°26'46"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.37 feet bearing N14°02'47"W; thence along the arc of a 117.50 foot radius curve, concave to the south, having a chord length of 54.80 feet bearing N76°39'16"W; thence, S89°51'41"W, 65.00 feet to a point of reverse curve; thence along the arc of a 165.00 foot radius curve, concave to the north, having a chord length of 34.37 feet bearing N84°09'58"W, to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°49'06"E along the easterly right-of-way line of State Trunk Highway 31, 32.50 feet; thence, S89°02'04"E, 341.56 feet; thence, S00°57'56"W, 277.61 feet; thence, S89°02'04"E, 369.18 feet; thence, S00°57'56"W, 164.31 feet; thence, N89°02'04"W, 53.00 feet; thence, S00°57'56"W, 474.58 feet; thence, N89°02'04"W, 349.39 feet; thence, S00°57'56"W, 213.13 feet; thence, S76°05'21"W, 67.30 feet; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 291.39 feet bearing N40°36'11"W to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 36.73 feet bearing N59°14'03"W to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the north, having a chord length of 128.47 feet bearing N77°29'11"W to a point of reverse curve; thence along the arc of a 167.50 foot radius curve, concave to the south, having a chord length of 59.61 feet bearing N68°14'34"W TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 11.900 acres to be the same more or less.

EXHIBIT B-5

FEDERATED PARCEL

Being known as that part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°16'07"W, 183.30 feet; thence, N87°53'10"W, 65.00 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 123.00 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 43.96 feet bearing N46°08'44"W to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 32.79 feet bearing S88°51'16"W; thence, N89°02'04"W, 115.21 feet; thence, N00°57'56"E, 306.00 feet; thence, N21°53'51"E, 42.83 feet; thence, N00°57'56"E, 213.00 feet; thence, N89°02'04"W, 32.00 feet; thence, N00°57'56"E, 331.16 feet; thence, S89°02'04"E, 607.27 feet; thence along the arc of a 338.00 foot radius curve, concave to the west, having a chord length of 294.80 feet bearing S04°53'22"E; thence, S20°57'56"W, 315.61 feet to a point of curve; thence along the arc of a 423.00 foot radius curve, concave to the north, having a chord length of 371.56 feet bearing S47°01'06"W, thence, S00°57'56"W, 195.48 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,520.16 foot radius curve, concave to the south, having a chord length of 65.00 feet bearing N87°53'10"W, TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 11.095 acres to be the same more or less.

EXHIBIT B-6

BERGNER PARCEL

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southeast 1/4 quarter of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on a northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, along the northerly right-of-way line of State Trunk Highway 11 732.53 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 120.00 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 42.43 feet bearing N44°02'04"W; thence, N89°02'04"W, 121.24 feet; thence, N00°57'56"E, 367.00 feet; thence, S89°02'04"E, 160.36 feet; thence, N00°57'56"E, 58.50 feet; thence, N45°57'56"E, 50.91 feet; thence, N00°57'56"E, 35.50 feet; thence, S89°02'04"E, 262.00 feet; thence, S00°57'56"W, 50.00 feet; thence, S89°02'04"E, 40.00 feet; thence; S44°02'04"E, 113.14 feet; thence, S89°02'04"E 159.69 feet; thence, S00°57'56"W, 367.00 feet; thence, N89°02'04"W, 491.81 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 42.43 feet bearing S45°57'56"W; thence, S00°57'56"W, 120.00 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N89°02'04"W, 65.00 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 7.443 acres to the same more or less.

EXHIBIT C

SIGN CRITERIA

I. AS TO DEVELOPER PARCEL AND ANY BUILDINGS THEREON

A. There shall be no flashing, rotating or moving signs or markers of any type.

B. There shall be no signs painted on the exterior masonry surface of any building.

C. Temporary signs which are constructed of or made up on cloth material, paper or cardboard shall not be permitted to remain up or to be visible for more than two weeks.

D. There shall be no free-standing signs without the prior written consent of any Department Store which is a party hereto prior to the erection thereof except that Developer may erect on the Developer Parcel a pylon shopping center identification sign at any two of the three locations designated on Exhibit A, and (ii) two drive-in bank and/or savings and loan identification signs, provided that the location, size and design of each of said signs referred to in clause (ii) above shall be subject to the prior written consent of any Department Store which is a party hereto prior to the erection thereof, which consent will not be unreasonably withheld or delayed.

E. All Mall Store signs which front on the Enclosed Mall shall be (i) not more than four feet in height, (ii) approximately flush with the wall of the building and (iii) of a length which does not exceed 80% of the linear width of the elevation to which it is attached.

F. There shall be no roof-top signs.

G. Except for small identification signs on delivery doors, there shall be no exterior signs other than signs for stores located on the Developer Parcel at the ends of cross malls or having rear customer entrances from the parking area, which signs shall be (i) not more than five feet in height, (ii) approximately flush with the wall of the building and (iii) of a length which does not exceed 80% of the linear width of the elevation to which it is attached.

H. With respect to any department store building on the Developer Parcel containing not less than 60,000 square feet of Floor Area, in lieu of the requirements set forth in Subsections A through G above, the requirements set forth below in Part II hereof shall apply.

II. AS TO THE DEPARTMENT STORE PARCELS

A. There shall be no flashing, rotating or moving signs or markers of any type.

B. There shall be no signs painted on the exterior masonry surface of any building.

C. There shall be no roof-top signs.

D. There shall be no free-standing signs, except that Penney may erect on the Penney Parcel a free-standing sign identifying its Automotive Service Building.

E. All exterior signs must be (i) approximately flush with the building wall, including any penthouse wall, to which they are affixed and (ii) of a size that is architecturally and aesthetically harmonious with the building to which the sign(s) is affixed.

III. AS TO THE FRINGE LAND PARCELS AND DEVELOPER ADDITIONAL PARCELS

A. There shall be no flashing, rotating or moving signs or markers of any type.

B. There shall be no signs painted on the exterior masonry surface of any building.

C. There shall be no roof-top signs.

D. All signs must be (i) approximately flush with the building wall, including any penthouse wall, to which they are affixed and (ii) of a size that is architecturally and aesthetically harmonious with the building to which the sign(s) is affixed.

E. As to the Fringe Land Parcels, there shall be no free-standing signs except (i) pylon shopping center identification signs to the extent the permitted locations under Subsection D of Part I hereof are within Fringe Land Parcels, and (ii) "ground signs" not to exceed six feet in height erected in connection with building improvements on such Fringe Land Parcel(s).

EXHIBIT D

OUTLINE SPECIFICATIONS

A. PLANS

1. Accompanying this specification and hereby made a part thereof are Drawings: SD-1, SD-2, SD-3, SD-4, SD-5, SD-6, SD-6A and SD-7 all bearing a last revision date of November 19, 1979. Although these plans are deemed preliminary, they do, in conjunction with this specification, represent the scope and extent of the work to be provided under the category of site improvements as provided in Paragraphs 8A and 8B.

2. In addition to the above, the Developer has caused or will cause the following plans, specifications and reports to be prepared and submitted to each Department Store for approval, which approval, to the extent not heretofore given, shall not be unreasonably withheld:

   a. An outboundary survey prepared by a qualified registered surveyor including metes and bounds descriptions of the entire site and the Parcels of the Developer and each Department Store.

   b. A soils report has been prepared and submitted to each Department Store describing the existing site and subsurface conditions (at least two borings per each building pad), together with recommendations for earthwork procedures, including removal of unsuitable materials; placement of earth fill and preliminary recommendations for building foundations. If any other testing reports with respect to soil conditions, borings or compaction are prepared for Developer, Developer will cause such testing reports to be supplied to each Department Store. It will be each Department Store's responsibility to make his own final subsurface investigation for the establishment of criteria for the design of his own individual building foundation system.

   c. Final Working Drawings and Detail Specifications will be prepared and submitted to each Department Store as provided in Paragraph 8E for the following categories of site work: grading, storm drainage,

sanitary sewers, gas lines, water lines, electric distribution, telephone service, paving, signing and striping, lighting and landscaping. Upon submittal of Final Working Drawings and Detail Specifications, each Department Store shall respond in writing with approval or comments within thirty (30) days. Any changes requested after thirty (30) days will be made at the expense of the party requesting the changes.

B. GRADING AND EARTHWORK

1. The final grading plans will be developed in a manner consistent with Drawing SD-1. Criteria for slopes of parking areas shall be a maximum of 3% and a minimum of 1.5%. Maximum slopes in roadway areas shall be no greater than 4%.

2. Any earth or topsoil deemed by the soils consultant to be unsuitable for use on the Shopping Center shall be removed except that a sufficient amount of topsoil to meet the requirements of final landscaping operations shall be stockpiled for use by the site landscape contractors.

3. All earth fills and the top 8" of the subgrade in the cut areas shall be compacted to not less than 90% ASTM Specification D-1557. Areas designated by the Engineer as building pad areas shall have a minimum compaction of 95% ASTM Specification D-1557. Unstable areas shall be corrected to the extent required to support the roads and pavement in the parking areas and the slabs on grade in the building areas at the direction of the Soils Engineer.

4. Retaining walls shall be provided as part of the site work if changes in grade within the site cannot be properly handled by landscaped earth slope areas. Walls and pavement for either at-grade or depressed truck docks are part of building responsibilities and shall be provided by each party for its respective site.

C. UTILITIES

Under the category of on-site improvements, the underground storm, sanitary, water, gas, electric and telephone services, in a manner consistent with that shown on Drawing SD-3, will be provided to each owner as follows:

1. Storm Drainage -- The storm drainage system consistent with that shown on Drawing SD-2 shall be a closed conduit system with sufficient capacity to handle the storm run-off from the entire site.

Design criteria, including rate of discharge from the site shall be as established by the local governing authorities. Two storm lateral connections will be provided for each Department Store.

2. Sanitary Sewerage System -- The sanitary sewerage system serving the Shopping Center will be constructed consistent with that shown on Drawing SD-3. All specifications and construction practices shall meet the standards of the City of Racine. One lateral connection will be provided for each Department Store. Usage and connection charges or fees as established by the City of Racine will be paid for by each party receiving service from the City of Racine.

3. Water Service -- A combination domestic and fire water loop will be constructed consistent with that shown on Drawing SD-3. The system has been approved by Factory Mutual as meeting their "Highly Protective Risk" classification. One domestic and one fire lateral of a size designated by each Department Store to provide sufficient capacity for the improvements to be constructed by it will be extended to such party's building. All metering equipment, usage fees and service charges will be the responsibility of each party.

4. Electric Service -- A primary service will be brought underground to each Department Store's building transformer pad at such location as designated by such Department Store consistent with that shown on Drawing SD-3. Each party is to arrange for its own transformer and transformer pad.

5. Telephone -- Ducts or conduits will be provided to each Department Store's building for use by the local telephone company to provide telephone service. Where such ducts are installed underground, a parallel spare duct will be provided.

6. Gas Service -- An underground gas service line will be extended to each Department Store's building at such location as designated by such Department Store consistent with that shown on Drawing SD-3. Each party will be responsible for obtaining its metering equipment.

7. All laterals constructed by Developer as part of site improvements will be brought to a point designated by each Department Store owner five feet such Department Store's exterior building wall line. Each Department Store will connect thereto and extend the service into its building.

D. ROADS AND PARKING AREAS

1. Design criteria for paving of roads and parking areas shall be as follows:

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a. Parking areas - No less than the equivalent of a 6" crushed stone base course plus 2" asphaltic surface course meeting Wisconsin Dept. of Transportation specifications.

b. Service Roads (shaded areas on Drawing SD-5) no less than the equivalent of a 6" crushed stone base course plus 2-1/2" asphaltic binder course plus 1-1/2" asphaltic surface course meeting Wisconsin Dept. of Transportation specifications.

2. Parking Layout -- A parking plan consistent with that shown on Drawing SD-4 will be prepared detailing all traffic control striping and signing.

3. Lighting -- A parking lot and security lighting system consistent with that shown on SD-6 and SD-6A will be provided. It will be designed to generally provide an illumination of one foot candle minimum maintained as measured at grade. Security lighting will be provided as shown on SD-6. Each party will provide the electrical energy to operate the parking lot lights on its respective parcel. At each Department Store's option, control for its parking lot lights can be connected to and operated by the Developer's central control panel and with an over-ride installed within its own building.

4. All curbs on the site are to be concrete except where temporary curbing is provided in which case asphalt curbs may be used. The perimeter curb around the building complex next adjacent to the Perimeter Sidewalks will be included in the site paving work. All surface improvements, including landscaping, between the perimeter curb and the buildings on each party's Parcel are the responsibility of such party.

E. TEMPORARY FACILITIES

1. Developer will provide temporary hard surface access roads and staging areas consistent with those shown on Drawing SD-7. Each party shall maintain its own staging area and access road.

2. Power -- 600 AMP, 120/208 volt, 3 phase, 4 wire temporary electric power service will be brought to each party's staging area. Each party will arrange with the power company for its own meter and payment of temporary power usage.

3. Telephone -- Developer will coordinate with the local telephone company to arrange temporary telephone service to each staging area.

F. CONSULTING ENGINEERS

1. Except as hereinafter noted, the office of Center Ridge Design Services, Inc. has been retained as the Engineer responsible for site improvements.

2. The office of O'Brien & Associates, Inc. has been retained for the preparation of the soils report as described in A2b above and for all necessary testing and inspection of all earthwork and related operations.

3. The office of J. A. Frederick & Associates has been retained for the preparation of the parking lot lighting plans, primary electric distribution and telephone distribution plans.

4. The office of Barton-Aschman Associates, Inc. has been retained for all traffic consultation related services.

G. SCHEDULE OF SITE IMPROVEMENTS
(Completion date based on August 5, 1981 Opening Date)

Building Pads	April 15, 1980
Staging Areas and Temporary Utilities	April 15, 1980
Storm Sewers and Retention Facilities	November 5, 1980
Sanitary Sewers and Water Mains	November 5, 1980
Permanent Power and Telephone Service and Gas Service	February 5, 1981
Access to Receiving Areas	April 5, 1981
Common Areas	July 5, 1981
Open for Business	August 5, 1981

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1X

RIDER NO. 1

GUARANTY

KNOW ALL MEN, THAT:

The Chas. V. Weise Co.

For value received, and in consideration of the sum of One ($1.00) Dollar paid by RACINE JOINT VENTURE ("Developer"), FEDERATED DEPARTMENT STORES, INC. ("Federated") and ~~XXXXX XXXXXXXXXXXX~~ ("Bergner") to the undersigned, receipt whereof is hereby acknowledged, and in consideration for, and as an inducement to Developer, Federated and Bergner to enter into the foregoing Easement, Restriction and Operating Agreement with J. C. PENNEY PROPERTIES, INC. ("Penney Properties"), and to induce Developer to enter into a certain Supplemental Agreement of even date therewith with Penney Properties referred to therein, the undersigned, for itself and its successors in interest and assigns, hereby guarantees to Developer, Federated and Bergner, their successors and assigns, the full and faithful performance and observation by Penney Properties of the covenants, conditions and agreements therein provided, to be performed and observed by Penney Properties, together with the payment of all costs, attorneys' fees and other expenses incurred by the Developer, Federated and/or Bergner in enforcing such performance and observance, without requiring any notice of non-performance or non-observance or proof of notice or demand whereby to charge the undersigned therefor, all of which the undersigned hereby expressly waives and expressly agrees that the validity of this Guaranty and the obligations of the undersigned hereunder shall in nowise be terminated, affected or impaired by reason of assertion by Developer, Federated and/or Bergner against Penney Properties of any of the rights or remedies reserved to the Developer, Federated and/or Bergner pursuant to said Easement, Restriction and Operating Agreement or to the Developer pursuant to the Supplemental Agreement.

The undersigned expressly agrees that Developer, Federated and Bergner may, without notice to the undersigned, modify said Easement, Restriction and Operating Agreement by agreement with Penney Properties and grant extensions and concessions to Penney Properties in respect thereof without in any manner affecting the liability of the undersigned hereunder.

As a further inducement to Developer, Federated and Bergner to enter into said Easement, Restriction and Operating Agreement and Developer to enter into said Supplemental Agreement, and in consideration thereof, the undersigned covenants and agrees that in any action or proceeding brought by Developer, Federated or Bergner against the undersigned on account of this Guaranty, the undersigned shall and does hereby waive trial by jury.

The undersigned hereby waives notice of acceptance of this Guaranty.

Dated: DEC 28 1979

J. C. PENNEY COMPANY, INC.

Attest:

Cornelius T. Doran
Assistant Secretary
CORNELIUS T. DORAN

By F J Dedrouich
Vice President
F. J. DEDROUICH

APPROVED ATTORNEY

1099190

1637-270

Nov. 10, 1981

FIRST AMENDMENT TO
EASEMENT, RESTRICTION AND OPERATING AGREEMENT 1099190

THIS FIRST AMENDMENT TO EASEMENT, RESTRICTION AND OPERATING AGREEMENT, made as of the 6th day of August, 1981, by and among RACINE JOINT VENTURE, a general partnership with offices at 25425 Center Ridge Road, Cleveland, Ohio 44145 (hereinafter called "Developer"), J. C. PENNEY PROPERTIES, INC., a Delaware corporation with offices at 1301 Avenue of the Americas, New York, New York 10019 (hereinafter called "Penney"), FEDERATED DEPARTMENT STORES, INC., a Delaware corporation with offices at Seven West Seventh Street, Cincinnati, Ohio 45202 (hereinafter called "Federated"), THE CHAS. V. WEISE CO., an Illinois corporation (a subsidiary of P. A. Bergner & Co., a Delaware corporation) with offices at 3600 North Main, Rockford, Illinois 61103 (hereinafter called "Bergner") and SEARS, ROEBUCK AND CO., a New York corporation having its principal office at Sears Tower, Chicago, Illinois 60684 and its Midwestern Territorial Office at 7447 Skokie Boulevard, Skokie, Illinois 60077 (hereinafter called "Sears");

Ho-454
Fo-356
Ho-479

W I T N E S S E T H:

WHEREAS, Developer, Federated, Penney and Bergner entered into a certain Easement, Restriction and Operating Agreement dated as of December 28, 1979 and recorded in Volume 1545, Page 235, Register of Deeds of Racine County, Wisconsin (hereinafter called the "Operating Agreement");

WHEREAS, Developer has, by deed recorded immediately prior to the recording hereof, conveyed to Sears and Sears is now the owner of land which comprised a portion of the Developer Parcel as originally described in the Operating Agreement, which parcel is shown on the Site Plan, attached

hereto as Exhibit A-2 and made a part hereof, and described on Exhibit B-7, attached hereto and made a part hereof, which parcel is hereinafter called the "Sears Parcel";

WHEREAS, the parties desire to cause the Operating Agreement to be amended as hereinafter provided and to cause Sears to become a party to the Operating Agreement, as so amended.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

The parties hereto, for and in consideration of the foregoing and the mutual covenants and agreements herein contained, hereby agree as follows:

1. All of the terms used herein and used in the Operating Agreement shall have the meanings provided in the Operating Agreement as amended by this First Amendment.

2. The Operating Agreement is hereby amended in the following respects:

A. Exhibits A-1 (Phase A Site Plan), A-2 (Phase B Site Plan), and B-1 (Description of Developer Parcel), respectively, attached hereto and made a part hereof are substituted for Exhibits A-1, A-2 and B-1, respectively, originally attached to and made a part of the Operating Agreement.

B. Exhibit B-7 (Description of Sears Parcel) annexed hereto and made a part hereof is attached to and made a part of the Operating Agreement.

C. All references in the Operating Agreement to the name "Racine Mall", including, but without limitation, the references thereto on the cover page and in Paragraph 10 are hereby amended to read "Regency Mall".

D. All references in the Operating Agreement to Supplemental Agreements between the Department Stores and

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Developer, including, but without limitation, the references in Paragraphs 8I, 15A and 15B, shall, in the case of Sears, refer to a Supplemental Agreement between Sears and Developer of even date with this First Amendment.

E. Paragraph 5 of the Operating Agreement is hereby deleted in its entirety and there is hereby substituted therefor the following:

5. Construction of Future Major Store.

"A. Future Major Store. Sears agrees, at its expense, to design and construct the Future Major Store within Permissible Building Area I, abutting the Fixed Building Lines to the extent shown on the Phase B Site Plan. Sears further agrees to design and construct an automotive service building within Permissible Area J, abutting the Future Major Store (hereinafter called "Sears Automotive Service Building"). The aggregate Floor Area of the Future Major Store and the Sears Automotive Service Building shall be not less than 90,000 square feet. As part of its construction of the Future Major Store and the Sears Automotive Service Building, Sears agrees that it will, at its expense, construct the Perimeter Sidewalks next adjacent to the Future Major Store and Sears Automotive Service Building and will install all landscaping between the exterior building perimeter of the Future Major Store and the Sears Automotive Service Building and the Perimeter Sidewalks. Prior to commencement of construction, Sears will, at its expense, complete and deliver to each of the other Department Stores and to Developer for informational purposes only, outline specifications relating to the exterior treatment (including landscaping within the Perimeter Sidewalks) of the Future Major Store and the Sears Automotive Service Building, together with perspective drawings showing such treatment. Sears shall complete construction of the improvements specified in this Paragraph 5A and shall open or cause the same to be open for business not later than August 1, 1982; provided that Sears shall not be obligated to open for business unless two (2) other Department Stores are then open for business and the Enclosed Mall and at least 150,000 square feet of Floor Area within the Mall Stores are open and operating. In addition to the foregoing, Sears shall not be obligated to open for business until the on-site and off-site improvements to be constructed by Developer pursuant to Paragraphs 8A, 8B and 8C have been completed.

B. Restrictions on Future Major Store Construction. Sears agrees that all construction to be undertaken pursuant to this Paragraph 5 shall be further subject to the provisions of Paragraph 10C and to any applicable restrictions set forth in Paragraph 14 hereof."

F. Paragraph 11A(1) of the Operating Agreement is hereby amended to read as follows:

"(1) Each of the owners of the Department Store Parcels and the Developer Parcel hereby grants to each of the other owners, their respective successors and assigns, for the benefit of the Department Store Parcels and the Developer Parcel, the perpetual (subject to termination upon abandonment as provided in Paragraph 21Q hereof), non-exclusive right, privilege and easement to use for pedestrian and vehicular traffic only, the strips of land over portions of each grantor's Parcel, the location and width of which strips of land are shown on the Phase A Site Plan and indicated thereon by cross-hatching, to provide ingress to and egress from their respective Parcels and Green Bay Road, Durand Avenue and the proposed roadway located adjacent to the easterly boundary of the Developer Additional Parcels, together with the rights and subject to the restrictions and reservations set forth in Paragraphs 11B and 11C."

G. Paragraph 12G (Term of Easements) is hereby re-designated Paragraph 12H and there is inserted as a new Paragraph 12G, the following:

"G. Easements for Attachment of Store Front and Exterior Building Treatment. Developer hereby grants to Sears, its successors and assigns, for the benefit of the Sears Parcel, the right, privilege and easement to utilize so much of a masonry wall heretofore constructed on the Developer Parcel contiguous to the south property line of the Sears Parcel as forms a common wall between the Enclosed Mall and the Future Major Store for the installation, maintenance, repair and replacement of store front improvements, including, but not limited to, signs, lights, entrances, marquees, canopies and the like and the further right, privilege and easement for any such improvements to encroach upon the Developer Parcel, provided that said encroachments do not encroach more than three (3) feet (or such greater amount as may be shown on plans and specifications approved by Developer). It is recognized that as part of the installation of such store front improvements by Sears, it will be necessary to remove portions of the existing masonry wall for entrance and/or show window purposes and Developer hereby grants to Sears such right of removal so long as the struc-

tural integrity of the remaining portions of such wall is not impaired. Sears hereby grants to Developer, its successors and assigns, for the benefit of the Developer Parcel, the right, privilege and easement to install and maintain brick and other finish treatment on so much of the exterior of said masonry wall as may be necessary to make the improvements on the Developer Parcel and the Future Major Store compatible and the further right, privilege and easement for any such finish treatment to encroach upon the Sears Parcel, provided that said encroachments do not exceed one (1) foot (or such greater amount as may be shown on plans and specifications approved by Sears). Sears and Developer each agree to use due care in the exercise of the rights granted in this Paragraph 12G and Sears agrees to first obtain the consent of Developer, which consent shall not be unreasonably withheld or delayed, as to the methods and timing in the exercise of the rights herein granted to it. Sears further agrees, at its expense, to promptly repair, replace or restore any and all improvements of Developer which may be damaged or destroyed in the exercise of the rights granted to it hereunder and to defend and hold harmless Developer from all loss, liability, cost or expense incurred in connection of the exercise of the aforesaid rights, unless the same is due to the negligence of Developer."

H. Paragraph 14A(ii) of the Operating Agreement is hereby amended to read as follows:

"(ii) No occupancy of any building or buildings to be constructed or expanded on any Department Store Parcel or on the Developer Parcel shall be permitted unless and until there shall be provided, on such Parcel, improved ground level parking spaces for at least five (5) cars for each one thousand (1,000) square feet of Floor Area located within existing buildings or any expansion thereof or any additional building or buildings on such Parcel. No occupancy of any building or buildings to be constructed or expanded on any Fringe Land Parcel or on Developer Additional Parcel No. 1 or Developer Additional Parcel No. 2 shall be permitted unless and until there shall be provided, on such Parcel, improved ground level parking spaces for at least five (5) cars for each one thousand (1,000) square feet of Floor Area devoted to retail use (including restaurants and other uses not described below), two and one-half cars for each one thousand (1,000) square feet of Floor Area devoted to commercial office buildings, financial institutions and related uses and one (1) car for each four (4) seats in any theatre on Developer Additional Parcel No. 1 and one (1) car for each three (3) seats in any theatre on any Fringe Land Parcel or on Developer Additional Parcel No. 2. The owners of the Department Store Parcels, the Developer Parcel, the Fringe Land Parcels and the Developer Additional Parcels

each agrees not to construct multi-level parking decks or garages on their respective Parcels except to the extent that the same shall be permitted or required by Paragraph 16 hereof following a taking by condemnation or eminent domain."

I. Paragraph 21D of the Operating Agreement is amended by inserting following Subparagraph 21D(d), the following new subparagraph:

"(e) If to Sears, when deposited in a United States Post Office, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

Sears, Roebuck & Co.
7447 Skokie Boulevard
Skokie, Illinois 60077

Attention: Real Estate Manager

Copy to:

Sears, Roebuck & Co.
Sears Tower
Chicago, Illinois 60684"

3. Developer hereby confirms to Sears, its successors and assigns, for the benefit of the Sears Parcel, the grant of all of the rights, privileges and easements pursuant to Paragraphs 11, 12A, 12B, 12C, 12D, 12E, 12G and 13 of the Operating Agreement, as hereinabove amended, in, over, across, under and through the Developer Parcel, as described herein, and, to the extent applicable, the Fringe Land Parcels, and Sears hereby confirms to Developer, its successors and assigns, for the benefit of the Developer Parcel, as described herein, and, to the extent applicable, the Fringe Land Parcels and the Developer Additional Parcels, the grant of all of the rights, privileges and easements pursuant to Paragraphs 11, 12A, 12B, 12C, 12D, 12E, 12G and 13 of the Operating Agreement, as hereinabove amended, in, over, across, under and through the Sears Parcel.

4. Developer hereby assigns to Sears, its successors and assigns, for the benefit of the Sears Parcel,

all of the rights, privileges and easements granted to or declared by Developer under the Operating Agreement, including, without limiting the generality of the foregoing, all Access easements, Common Area easements, Perimeter Sidewalk easements, Construction easements, Support and Encroachment easements and Utility easements, in, over, across, under and through portions of the Parcels of the other Department Stores and, to the extent applicable, the Fringe Land Parcels and the Developer Additional Parcels, and the personal covenants and covenants running with the land (but expressly excluding, however, the covenants contained in any Supplemental Agreement with any other Department Store and the covenants and agreements of the other Department Stores contained in Paragraph 20 of the Operating Agreement), all to the extent that such rights, privileges, easements, covenants and agreements have been granted to Developer as the former owner of the Sears Parcel and relate directly to the operation and use of the Sears Parcel as the Future Major Store within the Shopping Center.

5. Sears hereby accepts the assignment by Developer contained in Section 4 hereof, confirms to each of the other parties hereto that the Sears Parcel is subject to all easements, obligations, covenants and agreements for the benefit of the Parcels of each of the other Department Stores imposed by the Operating Agreement, and assumes for the benefit of the parties hereto the obligations of Developer contained in the Operating Agreement to the extent that such obligations have been imposed upon Developer as the former owner of the Sears Parcel and relate to the use and operation of the Sears Parcel as part of the Shopping Center provided, however, that nothing contained shall obligate Sears to cure any prior defaults of Developer and nothing herein contained shall bind

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Sears or the Sears Parcel to any obligations which apply generally to Developer except to the extent that they apply directly to the Sears Parcel and nothing herein contained shall obligate Sears or make Sears or the Sears Parcel liable for any obligations of Developer with respect to the Developer Parcel as herein defined.

6. Penney, Federated and Bergner each (i) hereby acknowledges and consents to the transfer of the Sears Parcel to Sears by Developer, (ii) agrees with Developer and Sears that by reason of the foregoing assignment by Developer to Sears and the foregoing assumption by Sears of Developer's obligations under the Operating Agreement relating to the ownership of the Sears Parcel and its operation and use as part of the Shopping Center, Sears and the Sears Parcel shall be entitled to all of the rights, privileges and easements granted pursuant to the Operating Agreement, as hereinabove amended, and the covenants and agreements, including personal covenants as well as covenants running with the land, set forth in the Operating Agreement, as hereinabove amended (but expressly excluding the covenants in any Supplemental Agreement between such party and Developer and the operating covenants of each such party contained in Paragraph 20 of the Operating Agreement), and (iii) agrees that Developer is hereby relieved of all of its obligations under the Operating Agreement, as hereinabove amended, with respect to the ownership of the Sears Parcel or its use and operation as part of the Shopping Center arising from and after the effective date of this First Amendment except with respect to any breach by Developer of any such obligations prior to the effective date hereof.

7. From and after the effective date hereof and for all purposes of the Operating Agreement, as hereinabove amended, each of the parties acknowledges and agrees that (i) Sears is a Department Store, (ii) the Sears Parcel is

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a Department Store Parcel, (iii) and Sears is a party within the definition of "parties" as set forth in Paragraph 1K of the Operating Agreement.

8. Except as expressly amended in this First Amendment, the Operating Agreement is hereby ratified and confirmed and shall be and remain in full force and effect. Notwithstanding the existence of any provisions of this First Amendment which specifically affirm any provisions of the Operating Agreement, no inferences are to be drawn that any provisions which are not specifically affirmed are inapplicable.

9. J. C. Penney Company, Inc., which executed Rider No. 1 to the Operating Agreement, joins in the execution of this First Amendment to (i) evidence its consent hereto, (ii) to extend the covenants contained in said Rider No. 1 for the benefit of Sears from and after the effective date hereof, and (iii) to acknowledge that this First Amendment shall not be deemed in any way to diminish its obligations as set forth in Rider No. 1, which obligations shall remain in full force and effect as to the covenants contained therein.

10. This First Amendment may be executed in several counterparts, each of which shall be deemed an original and all counterparts shall together constitute one and the same instrument. This First Amendment shall become effective upon the filing of a copy hereof for record in the Office of the Register of Deeds of Racine County, Wisconsin and, thereafter, shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment as of the day and year first above written.

(Execution of this First Amendment is on six (6) separate pages numbered 10 through 15.)

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(Attached to and forming part of a First Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc., The Chas. V. Weise Co. and Sears, Roebuck and Co.)

In the Presence of:

RACINE JOINT VENTURE

By _____
R. E. Jacobs, General Partner

By _____
David H. Jacobs, General Partner

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R. E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 23rd day of September, 1981.

_____
Notary Public

DAVID W. PANCOAST, Attorney At Law
Notary Public - State of Ohio
My Commission has no expiration date
Section 147.03 R. C.

(Attached to and forming part of a First Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc., The Chas. V. Weise Co. and Sears, Roebuck and Co.)

In the Presence of:

Rita Buzzalo

J. C. PENNEY PROPERTIES, INC.

By A. H. Amon Jr. Vice President

Attest Cornelius T. Dorans Assistant Secretary

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared A. H. AMON, JR., and Cornelius T. Dorans and Assistant Secretary, known to me to be the Vice President, respectively, of J. C. PENNEY PROPERTIES, INC., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York, this 13th day of October, 1981.

Donna M. Hirsch
Notary Public

DONNA M. HIRSCH
NOTARY PUBLIC, State of New York
No. 41-4525718
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1982

(Attached to and forming part of a First Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc., The Chas. V. Weise Co. and Sears, Roebuck and Co.)

In the Presence of:

J. M. Meredith

Kathy Rothmeyer

FEDERATED DEPARTMENT STORES, INC.

By James B. Sclowsky
Senior Vice Pres't

Attest

STATE OF OHIO)
) SS:
COUNTY OF HAMILTON)

BEFORE ME, a Notary Public in and for said County and State, personally appeared James B. Sclowsky and Harold P. Rosenberg, known to me to be the Senior Vice President and Asst. Secretary, respectively, of FEDERATED DEPARTMENT STORES, INC., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cincinnati, Ohio this 13th day of October, 1981.

Wendy E. Wilson
Notary Public

WENDY E. WILSON
Notary Public, State of Ohio
My Commission Expires April 29, 1985

(Attached to and forming part of a First Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc., The Chas. V. Weise Co. and Sears, Roebuck and Co.)

In the Presence of:

THE CHAS. V. WEISE CO.

By _____

Attest _____

STATE OF ILLINOIS)
) SS:
COUNTY OF PEORIA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Earl E. Cunion and L. David DeTrempe, known to me to be the Vice President and Assistant Secretary, respectively, of THE CHAS. V. WEISE CO., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Peoria, Illinois this 6 day of November, 1981.

_____
Notary Public

Ann Seoletti
Expire 8.31.82

(Attached to and forming part of a First Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc., The Chas V. Weise Co. and Sears, Roebuck and Co.)

In the Presence of: SEARS, ROEBUCK AND CO.

APPROVED
0766MW

By M. E. BURKHOLDER
EXECUTIVE VICE PRESIDENT

Attest H. WARREN SIEGEL
ASSISTANT SECRETARY

SEAL

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared M. E. BURKHOLDER and H. WARREN SIEGEL, known to me to be the EXECUTIVE VICE PRESIDENT and ASSISTANT SECRETARY, respectively, of SEARS, ROEBUCK AND CO., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Skokie, Illinois this 16 day of November, 1981.

Notary Public
Michael Hirschfield
Expires 10-29-84

(Attached to and forming part of a First Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc., The Chas. V. Weise Co. and Sears, Roebuck and Co.)

In the Presence of:

Rita Bujalski

Vincent Drury

J. C. PENNEY COMPANY, INC.

By _____
Vice President

Attest _____
Assistant Secretary

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared A. H. AMON, JR. and Cornelius L. Dorans, known to me to be the Vice President and Assistant Secretary, respectively, of J. C. PENNEY COMPANY, INC., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

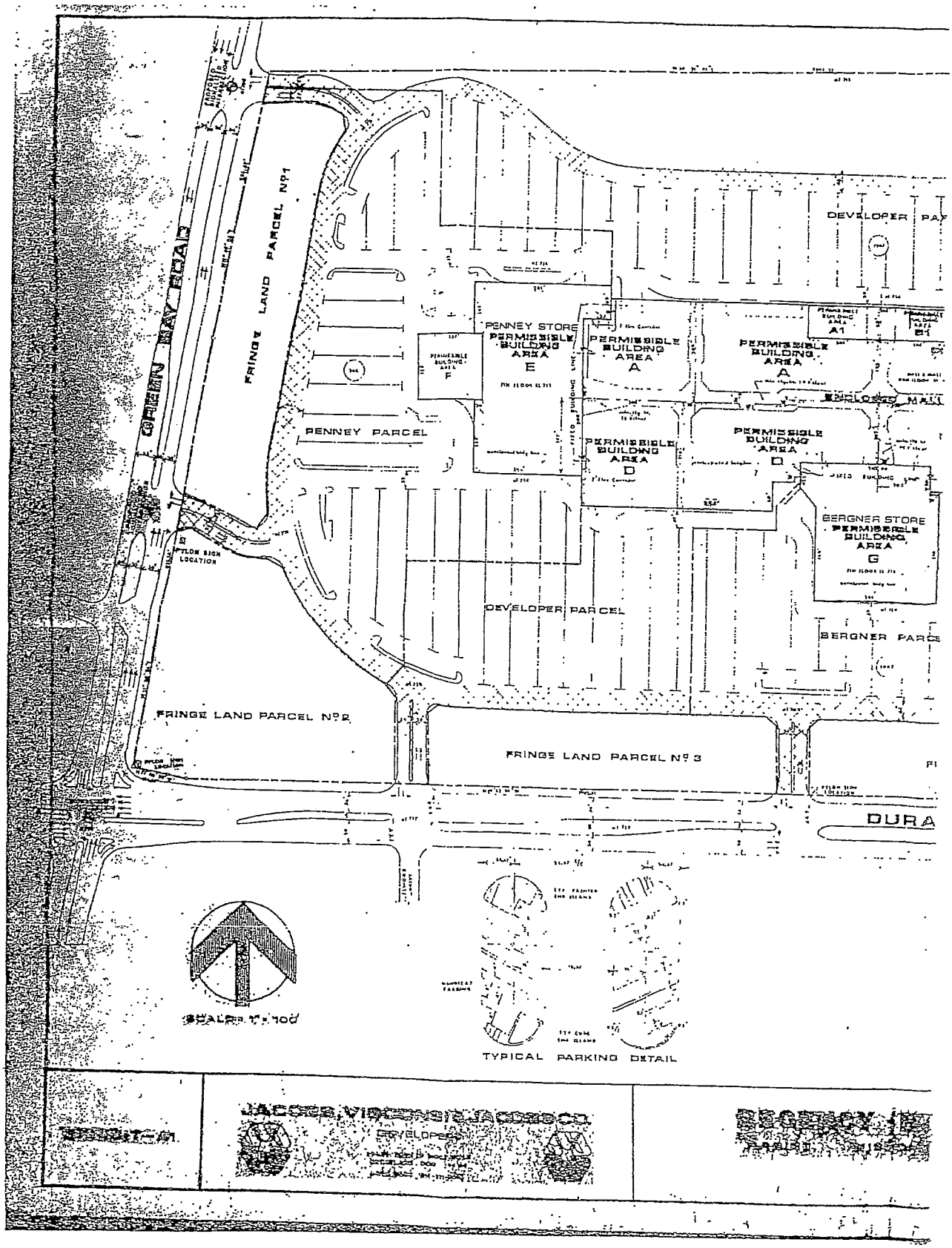
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York, this 13th day of October, 1981.

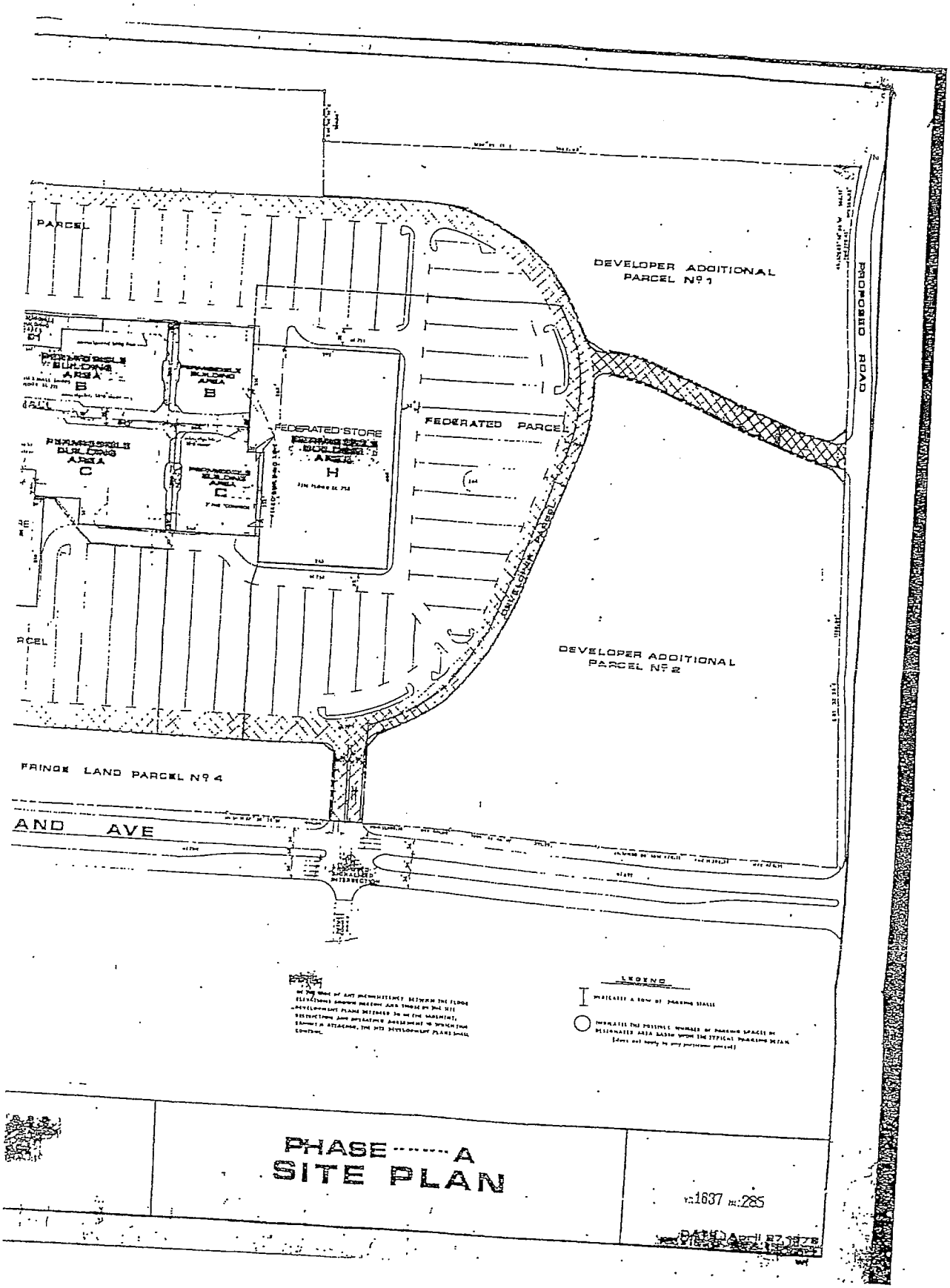
Donna M. Hirsch
Notary Public

DONNA M. HIRSCH
NOTARY PUBLIC, State of New York
No. 41-4525718
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1982

This Instrument was Prepared By:

David W. Pancoast, Esq.
Jacobs, Visconsi & Jacobs Co.
25425 Center Ridge Road
Cleveland, Ohio 44145


GREEN BAY ROAD
FRINGE LAND PARCEL No 1
PENNEY PARCEL
PENNEY STORE
PERMISSIBLE BUILDING AREA
E
F
PERMISSIBLE BUILDING AREA
A
PERMISSIBLE BUILDING AREA
A1
A
PERMISSIBLE BUILDING AREA
D
PERMISSIBLE BUILDING AREA
D
BERGNER STORE
PERMISSIBLE BUILDING AREA
G
DEVELOPER PARCEL
BERGNER PARCEL
PYLON SIGN LOCATION
FRINGE LAND PARCEL No 2
FRINGE LAND PARCEL No 3
DEVELOPER PA
DURA
SCALE: 1" = 100'
TYPICAL PARKING DETAIL
JACOBS, VIRCENSIS & JACOBS CO.
DEVELOPER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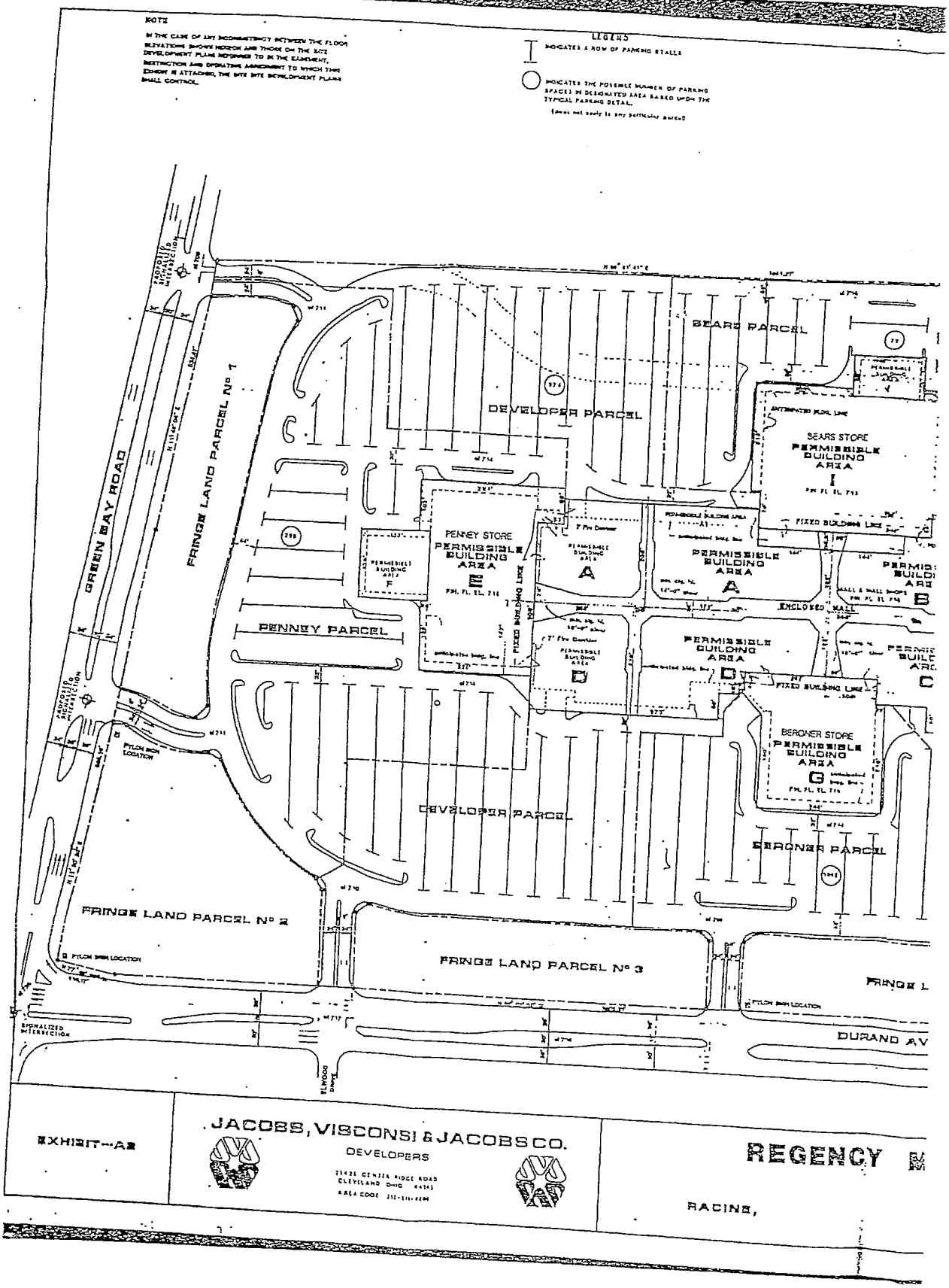
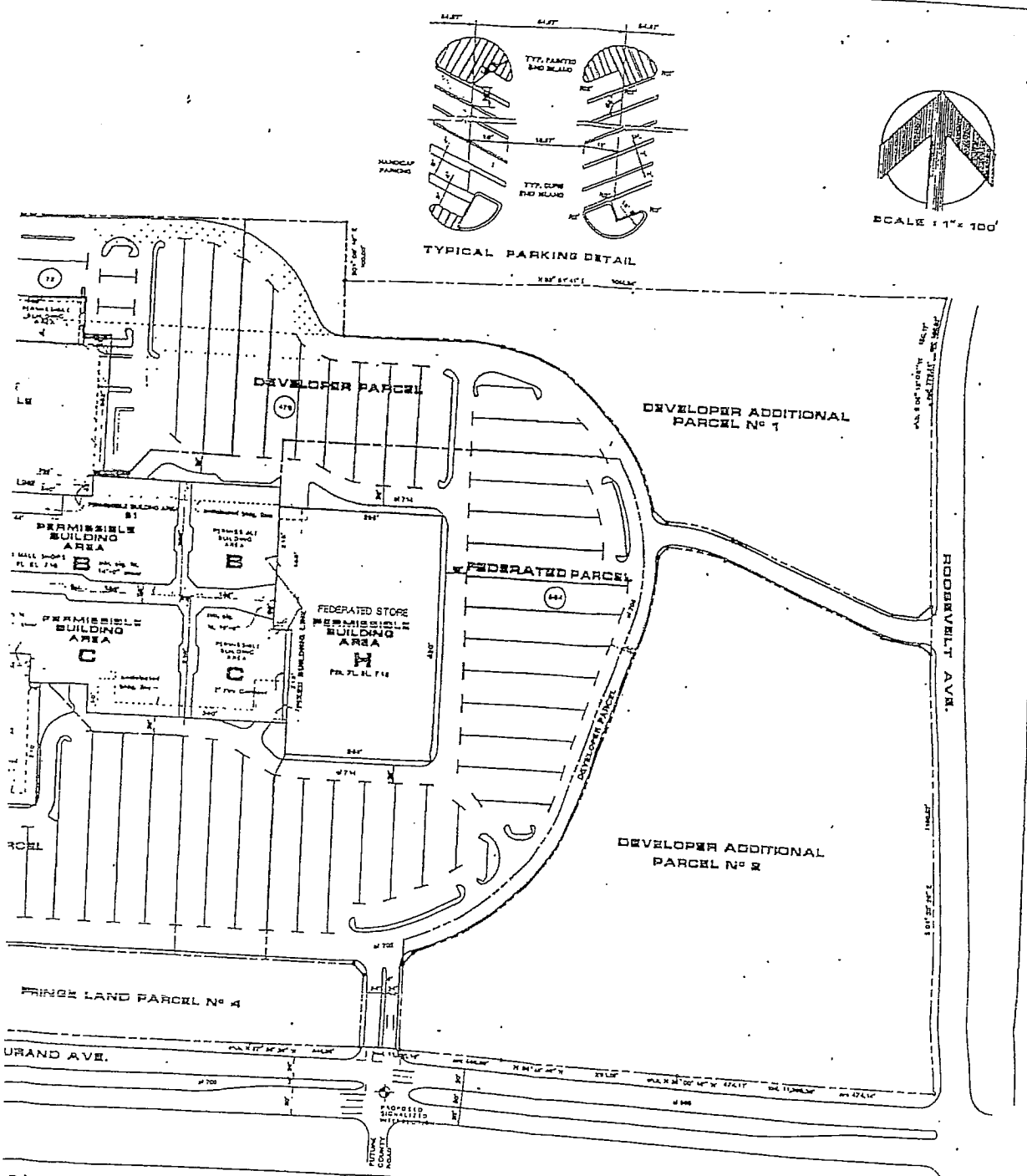
PROPOSED ROAD
FEDERATED PARCEL
FEDERATED STORE
BUILDING AREA H
BUILDING AREA B
BUILDING AREA C
DEVELOPER ADDITIONAL PARCEL Nº 2
FRINGE LAND PARCEL Nº 4
AND AVE
LEGEND
PHASE ..... A
SITE PLAN
v:1637 m:285


NOTE
IN THE CASE OF ANY INCONSISTENCY BETWEEN THE FLOOR ELEVATIONS SHOWN HEREON AND THOSE ON THE SITE DEVELOPMENT PLANS REFERRED TO IN THE EASEMENT, RESTRICTION AND OPERATING AGREEMENT TO WHICH THIS EXHIBIT IS ATTACHED, THE SITE SITE DEVELOPMENT PLANS SHALL CONTROL.
LEGEND
INDICATES A ROW OF PARKING STALLS
INDICATES THE POSSIBLE NUMBER OF PARKING SPACES IN DESIGNATED AREA BASED UPON THE TYPICAL PARKING DETAIL.
(does not apply to any particular parcel)
GREEN BAY ROAD
FRINGE LAND PARCEL No 1
PENNEY PARCEL
DEVELOPER PARCEL
SEARS PARCEL
BERGNER PARCEL
FRINGE LAND PARCEL No 2
FRINGE LAND PARCEL No 3
SEARS STORE PERMISSIBLE BUILDING AREA I
PENNEY STORE PERMISSIBLE BUILDING AREA E
PERMISSIBLE BUILDING AREA A
PERMISSIBLE BUILDING AREA B
PERMISSIBLE BUILDING AREA C
PERMISSIBLE BUILDING AREA D
PERMISSIBLE BUILDING AREA F
BERGNER STORE PERMISSIBLE BUILDING AREA G
FIXED BUILDING LINE
ENCLOSED MALL
PYLON SIGN LOCATION
SIGNALIZED INTERSECTION
DURAND AV
EXHIBIT--A
JACOBS, VISCONSI & JACOBS CO.
DEVELOPERS
REGENCY
RACINE,



CY MALL

WISCONSIN

PHASE.....B

SITE PLAN

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EXHIBIT B-1

DEVELOPER PARCEL

Being known as that part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southeast 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,507.63 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E 180.85 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 30.31 feet bearing N29°22'28"W; thence, N76°05'21"E, 67.30 feet; thence, N00°57'56"E, 213.13 feet; thence, S89°02'04"E, 349.39 feet; thence, N00°57'56"E, 474.58 feet; thence, S89°02'04"E, 53.00 feet; thence, N00°57'56"E, 164.31 feet; thence, N89°02'04"W, 369.18 feet; thence, N00°57'56"E, 277.61 feet; thence, N89°02'04"W, 341.56 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°49'06"E, 35.00 feet; thence, N89°51'41"E, 886.27 feet; thence, S00°57'56"W, 411.88 feet; thence, S89°02'04"E, 200.05 feet; thence, S00°57'56"W, 67.00 feet; thence, S89°02'04"E, 342.00 feet; thence, N00°57'56"E, 28.00 feet; thence, S89°02'04"E, 26.25 feet; thence, N00°57'56"E, 14.50 feet; thence, S89°02'04"E, 41.75 feet; thence, N45°57'56"E, 52.33 feet; thence, S89°02'04"E, 150.94 feet; thence, N00°57'56"E, 414.76 feet; thence, N89°51'41"E, 176.86 feet; thence, S01°08'19"E, 201.80 feet; thence, S89°02'04"E, 212.55 feet; thence along the arc of a 360.00 foot radius curve, concave to the south, having a chord length of 435.74 feet bearing S51°47'28"E, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 36.45 feet bearing S51°57'12"E, to a point of reverse curve; thence along the arc of a 340.00 foot radius curve, concave to the south, having a chord length of 134.42 feet bearing S77°57'29"E, thence, S66°33'26"E, 282.82 feet to a point of curve; thence along the arc of a 200.00 foot radius curve, concave to the north, having a chord length of 51.64 feet bearing S73°58'32"E; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 46.02 feet bearing N48°31'10"E; thence, S01°33'26"E, 101.00 feet; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 40.00 feet bearing N43°22'19"W to a point of reverse curve; thence along the arc of a 240.00 foot radius curve, concave to the north, having a chord length of 77.66 feet, bearing N75°52'01"W, thence, N66°33'26"W, 282.82 feet to a point of curve; thence along the arc of a 300.00 foot radius curve, concave to the south, having a chord length of 103.73 feet bearing N76°30'43"W, thence along the arc of a 30.00

foot radius curve, concave to the south, having a chord length of 43.58 feet, bearing S46°57'04"W, to a point of reverse curve; thence, along the arc of a 360.00 foot radius curve, concave to the west, having a chord length of 128.71 feet bearing S10°40'06"W; thence, S20°57'56"W, 315.61 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 378.38 feet bearing S46°07'30"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 34.55 feet bearing S36°07'34"W; thence, N00°57'56"E, 44.71 feet; thence along the arc of a 423.00 foot radius curve, concave to the north, having a chord length of 371.56 feet bearing N47°01'06"E; thence, N20°57'56"E, 315.61 feet to a point of curve; thence along the arc of a 338.00 foot radius curve, concave to the west, having a chord length of 294.80 feet bearing N04°53'22"W, thence, N89°02'04"W, 607.27 feet; thence, S00°57'56"W, 331.16 feet; thence, S89°02'04"E, 32.00 feet; thence, S00°57'56"W, 213.00 feet; thence, S21°53'51"W, 42.83 feet; thence, S00°57'56"W, 306.00 feet; thence, N89°02'04"W, 164.01 feet; thence, N00°57'56"E, 367.00 feet; thence, N89°02'04"W, 159.69 feet; thence, N44°02'04"W, 113.14 feet; thence, N89°02'04"W, 40.00 feet; thence, N00°57'56"E, 50.00 feet; thence, N89°02'04"W, 262.00 feet; thence, S00°57'56"W, 35.50 feet; thence, S45°57'56"W, 50.91 feet; thence, S00°57'56"W, 58.50 feet; thence, N89°02'04"W, 160.36 feet; thence, S00°57'56"W, 367.00 feet; thence, N89°02'04"W, 421.16 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 101.47 feet bearing N82°29'17"W., to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 46.99 feet bearing S52°30'44"W; thence, S00°57'56"W, 132.35 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N89°02'04"W, 65.00 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 25.794 acres to be the same more or less.

EXHIBIT B-7

SEARS PARCEL

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E, along the South line of the Southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N86°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, along the northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet, to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E along the easterly right-of-way line of State Trunk Highway 31; 855.16 feet; thence, N11°49'06"E, continuing along the easterly right-of-way line of State Trunk Highway 31, 534.47 feet; thence, N89°51'41"E, 886.27 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, continuing N89°51'41"E, 798.14 feet; thence, S00°57'56"W, 414.76 feet; thence, N89°02'04"W, 150.94 feet; thence, S45°57'56"W, 52.33 feet; thence, N89°02'04"W, 41.75 feet; thence, S00°57'56"W, 14.50 feet; thence, N89°02'04"W, 26.25 feet; thence, S00°57'56"W, 28.00 feet; thence, N89°02'04"W, 342.00 feet; thence, N00°57'56"E, 67.00 feet; thence, N89°02'04"W, 200.05 feet; thence, N00°57'56"E, 411.88 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 8.221 acres to be the same more or less.

1099190

Register's Office
Racine County, Wis. } SS
Received for Record 10th day of November A.D. 1981 at 4:40 o'clock P. M. and recorded in Volume 1637 of Records on page 280-289

Helen M. Schuttler
Register of Deeds

39.00

vol 1637 page 289

1162931 1747 - 145

SECOND AMENDMENT TO EASEMENT,
RESTRICTION AND OPERATING AGREEMENT

AGREEMENT, made as of the 27th day of March, 1985, by and among RACINE JOINT VENTURE, a general partnership with offices at 25425 Center Ridge Road, Cleveland, Ohio 44145 ("Developer"), J.C. PENNEY PROPERTIES, INC., a Delaware corporation with offices at 1301 Avenue of the Americas, New York, New York 10019 ("Penney"), FEDERATED DEPARTMENT STORES, INC., a Delaware corporation with offices at 7 West Seventh Street, Cincinnati, Ohio 45202 ("Federated"), P.A. BERGNER & CO. OF ILLINOIS, successor by merger to The Chas. V. Weise Co., an Illinois corporation, with offices at 200 S.W. Adams Street, Peoria, Illinois 61626 ("Bergner"), SEARS, ROEBUCK AND CO., a New York corporation having its principal office at Sears Tower, Chicago, Illinois 60684 and its Midwestern Territorial Office at 7447 Skokie Boulevard, Skokie, Illinois 60077 ("Sears") and H.C. PRANGE COMPANY, a Wisconsin corporation, having an office at 2314 Kohler Memorial Drive, Sheboygan, Wisconsin 53081 ("Prange").

W I T N E S S E T H :

WHEREAS, Developer, Penney, Federated, and The Chas. V. Weise Co., predecessor-in-interest to Bergner, entered into a certain Easement, Restriction and Operating Agreement, made as of December 28, 1979, and recorded on December 28, 1979, in Volume 1545, Page 235, Register of Deeds of Racine County, Wisconsin (the "Easement, Restriction and Operating Agreement"), as amended by (i) the Guaranty annexed thereto as Rider No. 1, dated December 28, 1979, given by J.C. Penney Company, Inc. ("Penney Company") in favor of Developer, Federated and Bergner ("Rider No. 1"), and (ii) First Amendment to Easement, Restriction and Operating Agreement, made as of August 6, 1981, by and among

March 28, 1985

3639 03 28 2800 1

Register's Office } SS
Racine County, Wis.
Received for Record 28th day of March A.D. 1985 at 1:19 o'clock P M. and recorded in Volume 1747 of Records on page 145-157

Helen M. Schuttler
Register of Deeds

28.00

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Developer, Penney, Federated, Bergner and Sears, recorded in Volume 1637, Page 270, Register of Deeds of Racine County, Wisconsin (the "First Amendment") (the Easement, Restriction and Operating Agreement, Rider No. 1 and the First Amendment are hereinafter collectively referred to as the "Operating Agreement"); and

WHEREAS, Federated has, or is about to, convey to Bergner fee title to the Federated Parcel, together with the Federated Store (as such terms are defined in the Operating Agreement); and

WHEREAS, Bergner has, or is about to, enter into a lease (the "Lease") with Prange for the Bergner Store and the Bergner Parcel (as such terms are defined in the Operating Agreement); and

WHEREAS, the parties hereto desire to amend the Operating Agreement and to confirm, and more clearly set forth, their rights, obligations and continuing relationships in connection with the Operating Agreement, the Federated Parcel, the Federated Store, the Bergner Parcel and the Bergner Store.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained and other valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. All of the capitalized terms used herein shall have the meanings ascribed to them in the Operating Agreement.

2. Prange hereby covenants (i) for the benefit of the Penney Parcel, the Federated Parcel, the Developer Parcel and the Sears Parcel, to observe, perform and be bound by all the terms, covenants and conditions of the Operating Agreement, as amended hereinafter, and (ii) for the benefit of Developer, to observe, perform and be bound by all the terms, covenants and conditions of the Supplemental Agreement, made

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as of December 28, 1979, between Developer and Bergner (the "Bergner Supplemental Agreement"), and, in addition, hereby assumes all of Bergner's obligations under the Operating Agreement and the Bergner Supplemental Agreement, as the case may be, in respect of the Bergner Parcel and the Bergner Store, from and after the date hereof, and for as long as the Lease remains in force and effect.

3. Bergner acknowledges that, notwithstanding the leasing of the Bergner Store and the Bergner Parcel to Prange pursuant to the terms of the Lease, and the covenants of Prange set forth in Paragraph 2 hereof, Bergner (i) for the benefit of the Penney Parcel, the Federated Parcel, the Developer Parcel and the Sears Parcel, shall remain liable for the observance and performance of all the terms, covenants and conditions of the Operating Agreement, and (ii) for the benefit of Developer, shall remain liable for the observance and performance of all the terms, covenants and conditions of the Bergner Supplemental Agreement to be observed or performed under the Operating Agreement and the Bergner Supplemental Agreement, as the case may be, in respect of the Bergner Parcel and the Bergner Store.

4. Bergner hereby covenants (i) for the benefit of the Penney Parcel, the Developer Parcel, the Sears Parcel and the Bergner Parcel, to assume, observe, perform and be bound by all the terms, covenants and conditions of the Operating Agreement, as amended hereinafter, and (ii) for the benefit of Developer, to assume, observe, perform and be bound by all the terms, covenants and conditions of the Federated Supplemental Agreement (as such term is defined in Paragraph 5 hereof), to be observed or performed under the Operating Agreement and the Federated Supplemental Agreement, as the case may be, in connection with the Federated Parcel and the Federated Store.

5. Notwithstanding the transfer of the Federated Store and the Federated Parcel to Bergner, the covenants of Bergner set forth in Paragraph 4 hereof and the provisions of Paragraph 21L of the Operating Agreement, Federated nevertheless covenants (i) for the benefit of the Penney Parcel, the Developer Parcel, the Sears Parcel and the Bergner Parcel, to remain liable for the performance of all of the terms, covenants and conditions of the Operating Agreement, and (ii) for the benefit of Developer, to remain liable for the performance of all of the terms, covenants and conditions of the Supplemental Agreement, made as of December 28, 1979, between Developer and Federated (the "Federated Supplemental Agreement"), to be observed or performed under the Operating Agreement and the Federated Supplemental Agreement, as the case may be, in respect of the Federated Parcel and the Federated Store. Federated agrees that the foregoing covenants and obligations shall also survive any further transfer of the Federated Store or the Federated Parcel, or any portion thereof.

6. Anything contained herein to the contrary notwithstanding, the provisions contained in Paragraphs 2, 3, 4 and 5 hereof inuring to the benefit of the Sears Parcel expressly exclude the covenants contained in Paragraphs 20A and 20C of the Operating Agreement.

7. Paragraph 20C of the Operating Agreement is hereby amended by adding the following provision: "Anything contained herein to the contrary notwithstanding, the name of said store also may be, or may include, the name 'H.C. Prange Company' or 'Prange's' or such other name as then may be used to identify the chain presently operating under such 'H.C. Prange Company' or 'Prange's' name; provided, however, such name shall not be, or include, the name 'Prange Way Discount Store' or 'Id Store' or such other name as then may be used

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to identify the division presently operating under such 'Prange Way Discount Store' or 'Id Store' name."

8. Penney Company, which executed Rider No. 1 and the First Amendment, joins in the execution of this Second Amendment (i) to evidence its consent hereto and (ii) to acknowledge that this Second Amendment shall not be deemed in any way to diminish its obligations as set forth in Rider No. 1, which obligations shall remain in full force and effect as to the covenants contained therein.

9. Except as herein expressly provided, the Operating Agreement, the Bergner Supplemental Agreement and the Federated Supplemental Agreement are hereby ratified and confirmed and remain in full force and effect.

10. This Second Amendment shall not be amended, modified or terminated orally, and may only be amended, modified or terminated by an instrument in writing executed by the parties hereto and in compliance with the provisions of the Operating Agreement.

11. This Second Amendment may be executed in several counterparts, each of which shall be deemed an original and all counterparts together shall constitute one and the same instrument. This Second Amendment shall become effective upon the filing of a copy hereof for record in the Office of the Register of Deeds for Racine County, Wisconsin and, thereafter shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment on the day and year first above written.

(Execution of this Second Amendment is on seven (7) separate pages numbered 6 through 12.)

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(Attached to and forming part of a Second Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J.C. Penney Properties, Inc., Federated Department Stores, Inc., P.A. Bergner & Co. of Illinois, Sears, Roebuck and Co. and H.C. Prange Company.)

In the Presence of:

RACINE JOINT VENTURE

By: _____
R.E. Jacobs, General Partner

By: _____
David H. Jacobs, General Partner

STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R.E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 6th day of March, 1985.

_____
Notary Public

[illegible] Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date,
Section 147.03 R.C.

TAX KEY NUMBERS:

23876008	23876025	23876035
23876010	23876026	23876036
23876011	23876027	23876037
23876012	23876028	
23876013	23876029	
23876014	23876030	
23876020	23876031	
23876021	23876032	
23876023	23876033	
23876024	23876034	

(Attached to and forming part of a Second Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J.C. Penney Properties, Inc., Federated Department Stores, Inc., P.A. Bergner & Co. of Illinois, Sears, Roebuck and Co. and H.C. Prange Company.)

In the Presence of:

Helen Lendle

William H. Lee

J.C. PENNEY PROPERTIES, INC.

By: A. Howard Amon
VICE PRESIDENT

Attest: Cornelius Dreesen
ASSISTANT SECRETARY

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared A.Howard Amon, Jr., known to me to be a Vice President of J.C.PENNEY PROPERTIES, INC. the Corporation which executed the foregoing instrument, who acknowledged that he did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is his free act and deed as such officer and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York, this 1st day of March, 1985.

RITA DIPPOLITO
NOTARY PUBLIC, State of New York
No. 41-4[illegible]
Qualified in [illegible] County
Certificate filed in New York County
Commission Expires March 30, 19[illegible]

Rita Dippolito
Notary Public

(Attached to and forming part of a Second Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J.C. Penney Properties, Inc., Federated Department Stores, Inc., P.A. Bergner & Co. of Illinois, Sears, Roebuck and Co. and H.C. Prange Company.)

In the Presence of:

Susan L. Chin

Andrew M. Smith

FEDERATED DEPARTMENT STORES, INC.

By: _____
BORIS AUERBACH, VICE PRESIDENT

Attest: _____
SHELDON A. HALPERN, ASSISTANT SECRETARY

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Boris Auerbach and Sheldon A. Halpern, known to me to be the Vice President and Assistant Secretary, respectively, of FEDERATED DEPARTMENT STORES, INC., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York this 28th day of March, 1985.

Miriam N. Wortman

Miriam N. Wortman, Notary Public

MIRIAM N. WORTMAN
NOTARY PUBLIC, State of New York
No. 41-4721581
Qualified in Queens County
Commission Expires March 30, 1986

(Attached to and forming part of a Second Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J.C. Penney Properties, Inc., Federated Department Stores, Inc., P.A. Bergner & Co. of Illinois, Sears, Roebuck and Co. and H.C. Prange Company.)

In the Presence of: P.A. BERGNER & CO. OF ILLINOIS

By: Earl E. Cousin

Attest: L. David Lathrope

STATE OF ILLINOIS)
) SS:
COUNTY OF PEORIA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Earl E Cousin and L. David Lathrope, known to me to be the Vice Chairman of Board and Asst Secretary, respectively, of P.A. BERGNER & CO. OF ILLINOIS, the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Peoria, Illinois, this 4 day of March, 1985.

Notary Public

COMMISSION EXPIRES
8-31-85

(Attached to and forming part of a Second Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J.C. Penney Properties, Inc., Federated Department Stores, Inc., P.A. Bergner & Co. of Illinois, Sears, Roebuck and Co. and H.C. Prange Company.)

In the Presence of: SEARS, ROEBUCK AND CO.

By: George B. Shaw
Facilities Planning Manager

APPROVED
D/766MW

Attest: John Lehrer
Assistant Secretary

STATE OF ILLINOIS)
) SS:
COUNTY OF COOK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared George B. Shaw and John Lehrer, known to me to be the Facilities Planning Manager and Assistant Secretary, respectively, of SEARS, ROEBUCK AND CO., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Skokie, Illinois, this 5th day of March, 1985.

Thomas A. Swift
Notary Public

COMMISSION EXPIRES
4-25-87

(Attached to and forming part of a Second Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J.C. Penney Properties, Inc., Federated Department Stores, Inc., P.A. Bergner & Co. of Illinois, Sears, Roebuck and Co. and H.C. Prange Company.)

In the Presence of: H.C. PRANGE COMPANY

By: Ronald P. Blais

Attest: J. P. Blackstone

STATE OF WISCONSIN)
) SS:
COUNTY OF SHEBOYGAN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Ronald P. Blais and J. P. Blackstone, known to me to be the Sr. Vice Pres. and Secretary, respectively, of H.C. PRANGE COMPANY, the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Sheboygan, Wisconsin, this 1st day of March, 1985.

Notary Public

My Commission expires Oct. 26, 1986

(Attached to and forming part of a Second Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J.C. Penney Properties, Inc., Federated Department Stores, Inc., P.A. Bergner & Co. of Illinois, Sears, Roebuck and Co. and H.C. Prange Company.)

In the Presence of: J.C. PENNEY COMPANY, INC.

Helen Lindle By: A. Howard Amon
VICE PRESIDENT

William H. Lo Attest: Cornelius Dawson
ASSISTANT SECRETARY

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared A.Howard Amon, Jr., known to me to be a Vice President of J.C.PENNEY COMPANY, INC., the Corporation which executed the foregoing instrument, who acknowledged that he did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is his free act and deed as such officer and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, New York, this 1st day of March, 1985.

LITA [illegible] New York
[illegible] County
Commission Expires [illegible], 19[illegible]

Rita Burial
Notary Public

This Instrument Was Prepared By:

Alan A. Lascher, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10153

1165931

CONSENT AND SUBORDINATION

The undersigned, TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, is the holder of a first Mortgage on the Developer Parcel (as described in the First Amendment to Easement, Restriction and Operating Agreement identified in the Second Amendment to Easement, Restriction and Operating Agreement by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc., P. A. Bergner & Co. of Illinois, Sears, Roebuck and Co. and H. C. Prange Company dated as of March 27th, 1985 to which this instrument is appended) dated as of December 15, 1983 and recorded on December 16, 1983 in Volume 1699, Page 421, Register of Deeds of Racine County, Wisconsin ("TIAA Mortgage"), hereby consents to said Second Amendment to Easement, Restriction and Operating Agreement and subordinates the TIAA Mortgage and the lien thereof to said Second Amendment to Easement, Restriction and Operating Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Consent and Subordination this 6th day of March, 1985.

In the Presence of:

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA

Ronald Bernhard

By _____
Vice President

STATE OF NEW YORK)
) SS:
COUNTY OF NEW YORK)

On the 6th day of March, 1985, before me personally came Kathleen Nelson, to me known, who being by me duly sworn, did depose and say that (s)he resides at 109 Bay Street E. Atlantic Beach, NY and that (s)he is the Vice President of TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of trustees of said corporation and that (s)he signed his/her name thereto by like order.

_____
Notary Public

JEAN EGAN
NOTARY PUBLIC, State of New York
No. 41-4757460
Qualified in Queens County
Commission Expires March 30, 1986

3/5/85

28.00

RETURN TO RACINE TITLE

VOL 1747 PAGE 157

1165930

RE-BERGNER-10A
032585
I.Regency (Fee)

1165930

1747-128

March 28, 1985

AGREEMENT OF ASSIGNMENT,
ASSUMPTION AND INDEMNITY

AGREEMENT, made as of 8:30 A.M. on the 28th day of March, 1985, between FEDERATED DEPARTMENT STORES, INC., a Delaware corporation, having an office at 7 West Seventh Street, Cincinnati, Ohio 45202 ("Assignor"), and P.A. BERGNER & CO. OF ILLINOIS, an Illinois corporation, having an office at 200 S.W. Adams Street, Peoria, Illinois 61626 ("Assignee").

W I T N E S S E T H :

WHEREAS, Assignor this day has conveyed all of its right, title and interest in and to certain real property (the "Premises") and the improvements located thereon (the "Store") situate in the City and County of Racine, State of Wisconsin, as more particularly described in Exhibit "A" annexed hereto and made a part hereof; and

WHEREAS, Assignor is a party under those certain documents (collectively, the "Operating Documents") as more particularly described in Exhibit "B" annexed hereto and made a part hereof relating to the Premises; and

WHEREAS, Assignor desires to assign, transfer and convey all of Assignor's right, title and interest in, to and

Register's Office } SS
Racine County, Wis.
Received for Record 28th day of March A.D. 1985 at 1:17 o'clock P. M. and recorded in Volume 1747 of Records on page 128-144
Helen M. Schuttler
Register of Deeds

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3639 03 28 3600 1

under each of the Operating Documents upon the terms hereinafter set forth; and

WHEREAS, Assignee desires to accept the assignment of each of the Operating Documents and to assume all of Assignor's obligations and liabilities upon the terms hereinafter set forth.

NOW, THEREFORE, in consideration of the Premises, the Store and One Dollar ($1.00) in hand paid by Assignee to Assignor, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Assignor hereby assigns to Assignee all its right, title and interest in, to and under each of the Operating Documents, to have and to hold the same unto Assignee, its successors and assigns, from and after the time and date hereof and for the remainder of the term of each of the Operating Documents, any renewals or extensions thereof, subject to the terms, covenants and conditions contained in each of the Operating Documents.

2. Assignee hereby accepts the assignment of each of the Operating Documents from Assignor and hereby assumes, and agrees to observe and perform, all the obligations, terms, covenants and conditions thereof to be observed or

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performed by Assignor thereunder from and after the time and date hereof.

3. Assignor hereby agrees to indemnify, hold harmless and defend Assignee from and against any and all loss, cost, liability, claim, damage or expense including, without limitation, reasonable attorneys' fees and disbursements, with respect to, or arising from, any of the Operating Documents prior to the time and date hereof.

4. Assignee hereby agrees to indemnify, hold harmless and defend Assignor from and against any and all loss, cost, liability, claim, damage or expense including, without limitation, reasonable attorneys' fees and disbursements, with respect to, or arising from, any of the Operating Documents from and after the time and date hereof.

5. The terms and conditions of Paragraphs 6 through 11 of this Agreement shall cease to be of any force or effect upon and after Assignor's release from all obligations and liability under all of the Operating Documents, whether such release arises directly out of the terms and conditions of the Operating Documents or by a valid and binding agreement executed by all of the parties thereto.

6. Assignee will furnish to Assignor certificates of insurance (or copies thereof) with respect to all insurance required to be maintained with respect to the Premises

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and the Store pursuant to the Operating Documents at such times as Assignee is required to furnish such certificates to any other party to the Operating Documents, and in any event promptly after request by Assignor, which request shall be made not more than once each year. Assignee will cause Assignor to be named as an additional insured under all liability insurance policies maintained by Assignee with respect to the Premises and the Store, so long as Assignee is required by the provisions of the Operating Documents to maintain the same, and provided Assignee shall be required to pay only administrative fees and charges in connection with such naming of Assignor as an additional insured. In the event additional premiums, fees or charges are required in connection therewith, Assignee shall so notify Assignor and Assignee shall not be required to continue to cause Assignor to be named as an additional insured unless and until Assignor shall agree to reimburse Assignee for such additional premiums, fees or charges. In no event shall Assignee be responsible for any costs or expenses, other than administrative fees and charges, in connection with the foregoing.

7. Assignee will furnish to Assignor, promptly after receipt, a copy of any notice received by Assignee from any party to any of the Operating Documents alleging any default on the part of Assignee under any such Operating

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Documants or the occurrence of any event, activity or failure to perform which, with the passage of time, could constitute a default on the part of Assignee under any of the Operating Documents. Assignee will furnish to Assignor, promptly after any request therefor, a written statement of Assignee certifying that (a) it has performed all of its material obligations required to be performed under any Operating Document as of the date of such statement and otherwise stating such of the material obligations it has not performed and the reasons therefor, and (b) it has furnished the notices required in the foregoing sentence of this Paragraph 7.

8. Assignee shall not be released from any of its covenants or obligations under this Agreement notwithstanding any sale, transfer, assignment or other conveyance by Assignee of the Premises and/or the Store or its rights under the Operating Documents and notwithstanding any release of Assignee which may be provided for in the Operating Documents.

9. If Assignee shall fail to perform any act on its part required to be performed under any of the Operating Documents and such failure shall continue beyond any cure period as may be set forth in the appropriate Operating Documents after notice thereof from Assignor or any party to the Operating Documents, and after any and all disputes between Assignee and any party to the Operating Documents with res-

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pect thereto shall have been finally determined, Assignor may (but shall not be obligated to) perform such act without waiving or releasing Assignee from any of its obligations relating thereto. All reasonable sums paid or costs directly incurred by Assignor in so performing such act shall be payable by Assignee to Assignor on demand, together with interest thereon at a rate equal to one percent (1%) per annum above the prime rate published from time to time by Morgan Guaranty Trust Company of New York but in no event higher than the maximum rate permitted from time to time by applicable law, from the date of demand until payment by Assignee to Assignor. Assignor shall have the right to enter upon the Premises and the Store and do all things reasonably necessary or appropriate to perform such act for such time as may be reasonably necessary or appropriate. Without limiting the generality of the foregoing, if Assignee fails to comply with any covenant to operate the Store set forth in any of the Operating Documents, Assignor shall have the right to cure or attempt to cure any such failure.

10. (a) In the event Assignee shall be adjudged a bankrupt or insolvent, or Assignee shall file a voluntary petition in bankruptcy, or Assignee shall have a petition in bankruptcy file against it and such petition is not dismissed within ninety (90) days thereafter, then Assignor shall have

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the right to purchase the Premises, the Store and all fixtures and equipment located therein (the "Property") for a purchase price (the "Purchase Price") equal to the fair market value of the Property, which fair market value shall be determined on the basis of the highest and best use (subject to Paragraph 11(c) and on a going concern basis if such is the case at the time of the appraisal), determined by appraisal as set forth below, by giving the Assignee a notice (the "Purchase Notice") at any time thereafter. The Purchase Notice may be given prior to or subsequent to the determination of fair market value.

(b) Either party may commence the appraisal procedure by designating an appraiser by written notice to the other party. Within five (5) days after such notice, the party receiving such notice shall designate an appraiser by written notice to the party giving the initial notice. In the event that the party receiving the initial notice fails to designate an appraiser within such five (5) day period, the appraiser designated by the party giving the initial notice shall proceed to determine the fair market value of the Property. In the event that the party receiving the initial notice does select an appraiser within such five (5) day period, the two (2) appraisers so selected shall agree upon a third appraiser within five (5) days after the selection of

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the second appraiser. In the event that the two (2) appraisers are unable to select the third appraiser within such five (5) day period, the third appraiser may be selected by a judge of a Wisconsin court of competent jurisdiction upon motion by either Assignor or Assignee. All appraisers shall be members of the American Institute of Real Estate Appraisers with at least five (5) years' experience in appraising commercial properties. Upon selection of the three (3) appraisers, they shall meet to determine the fair market value of the Property, and each shall render his or her decision as to such value within twenty (20) days after the selection of the third appraiser. Such fair market value shall be the arithmetic average of the two closest appraisals. Such fair market value shall be binding upon Assignor and Assignee. The appraisers shall be given a copy of this Paragraph 10, which shall serve as their instructions.

(c) The fair market value of the Property shall be determined by the appraisers after taking into account all of the relevant circumstances affecting the Property, including but not limited to, the terms, covenants, conditions and restrictions set forth in the Operating Documents and all other liens or encumbrances affecting the Property. Without limiting the generality of the foregoing, the effect of the oper-

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ating covenant (the "Operating Covenant") set forth in Paragraph 20A of the Operating Agreement (as such term is defined in Exhibit "B" hereto) upon the value of the Property shall be taken into account by the appraisers.

(d) The closing of the purchase shall occur on the twentieth day after the Purchase Notice. If the closing occurs prior to the determination of fair market value, the Purchase Price shall be paid in two (2) installments, the first which shall be in the amount of Fifty Thousand Dollars ($50,000) and shall be paid at the time of the closing, and the second of which shall be in the amount of the balance of the Purchase Price and shall be paid on the twentieth day after the determination of the fair market value by the appraisers. Otherwise, the entire Purchase Price shall be paid at the time of the closing. Assignor shall be entitled to offset against the Purchase Price or any installment thereof any amounts payable to Assignor by Assignee pursuant to the terms and conditions of this Agreement, including but not limited to Paragraph 9 hereof.

(e) The closing shall take place at the offices of Quarles and Brady, 780 North Water Street, Milwaukee, Wisconsin.

11. (a) Promptly after the completion of the preparation of Assignee's annual financial statements, but not

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later than one hundred twenty (120) days after the last day of each fiscal year, Assignee shall provide to Assignor a certificate, executed by the chief financial officer of Assignee, to the effect that the net worth of Assignee, on a consolidated basis as at the end of such fiscal year, determined in accordance with generally accepted accounting principles, is not less than Fifteen Million Dollars ($15,000,000). In the event such chief financial officer fails to deliver such certificate meeting such requirements, Assignee shall notify Assignor in writing and representatives of Assignee and Assignor shall meet promptly at a mutually acceptable time and place to discuss Assignee's financial condition. If Assignor reasonably determines that Assignee's financial condition materially impairs its ability to perform the Operating Covenant, Assignor shall have the right to require Assignee to deliver a letter of credit, bond or other security for the performance of the Operating Covenant (the "Security"), in an amount not to exceed the lesser of Two Million Dollars ($2,000,000) or the amount of damages reasonably foreseeable by reason of a breach of the Operating Covenant, as reasonably determined by Assignor. The Security shall remain at such amount for a period of one (1) year from the date of delivery of the Security, and thereafter shall be adjusted, from time to time, to an amount equal to the amount

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of damages then reasonably foreseeable by reason of a breach of the Operating Covenant, as reasonably determined by Assignor; provided, however, in no event shall the Security, or the aggregate of all sums payable under the Security, exceed the amount of Two Million Dollars ($2,000,000). The Security shall be required only so long as the net worth of Assignee (or any other party which becomes obligated under the Operating Covenant and assumes the obligations of Assignee to Assignor to perform the Operating Covenant, or which guarantees to Assignor performance of the Operating Covenant, but only so long as such assumption or guaranty is effective) is less than the amount set forth above.

(b) The Security shall be held solely for the purposes of securing to Assignor Assignee's obligations to comply with the Operating Covenant in the event of Assignee's bankruptcy. In the event Assignee shall be adjudged a bankrupt or insolvent, or Assignee shall file a voluntary petition in bankruptcy, or Assignee shall have a petition in bankruptcy filed against it and such petition is not dismissed within ninety (90) days, Assignor shall have the right to be reimbursed from the Security for any and all reasonable costs and expenses incurred by Assignor in connection with Assignor's causing compliance with the Operating Covenant as a result of any breach thereof by Assignee, and for any and

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all losses, damages or expenses reasonably sustained by Assignor by reason of such breach. Assignor's right to draw upon the security shall arise only in the event of such bankruptcy.

12. All notices, requests, demands, and their communications hereunder shall be in writing (including telex or facsimile transmission confirmed in writing) and shall be deemed to have been duly given when delivered, if personally delivered, or within five (5) days after the same have been deposited in the United States mails, if mailed first class, postage prepaid, certified or registered mail, return receipt requested or otherwise acknowledged as received if by other means:

(a) To Assignor:

Federated Department Stores, Inc.
7 West Seventh Street
Cincinnati, Ohio 45202
Attn: Boris Auerbach
Vice President and Secretary

(b) To Assignee:

P. A. Bergner & Co. of Illinois
331 West Wisconsin Avenue
Milwaukee, Wisconsin 53203
Attn: Alan R. Anderson
Chairman of the Board

with a copy to:

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Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10153
Attn: Gerald S. Backman, Esq.

or to such other address or to such other person as Assignor or Assignee shall have last designated by notice to the other party.

13. Each right, power and remedy herein conferred is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter provided by law or in equity, including, without limitation, the rights of specific performance and injunction, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient. The exercise of one right, power or remedy shall not be a waiver of the right to exercise at the same time or therafter any other right, power or remedy; and no delay or omission in the exercise of any right, power or remedy accruing hereunder or arising otherwise shall impair any such right, power or remedy, or be construed to be a waiver of any default or acquiescence therein.

14. This Agreement shall not be amended, modified or terminated orally, and may only be so amended, modified or terminated by an instrument in writing executed by the parties hereto.

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15. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Wisconsin.

16. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the time and date first above written.

ATTEST:

Sheldon A. Halpern,
Assistant Secretary

FEDERATED DEPARTMENT STORES, INC.,
Assignor

By: _____
Boris Auerbach, Vice President

ATTEST:

L. David DeTrempe,
Assistant Secretary

P.A. BERGNER & CO. OF ILLINOIS,
Assignee

By: _____
Earl E. Cunion, Vice Chairman
of the Board

This Instrument Was Prepared By:

Alan A. Lascher, Esq.
Weil, Gotshal & Manges
767 Fifth Avenue
New York, New York 10153

ACKNOWLEDGMENTS

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

Personally came before me this 26th day of March, 1985, Boris Auerbach, Vice President, and Sheldon A. Halpern, Assistant Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

Miriam Wortman, Notary Public

MIRIAM N. WORTMAN
NOTARY PUBLIC, State of New York
No. 41-4721581
Qualified in Queens County
Commission Expires March 30, 1986

STATE OF NEW YORK)
) ss.
COUNTY OF NEW YORK)

Personally came before me this 26th day of March, 1985, Earl E. Cunion, Vice Chairman of the Board, and L. David DeTrempe, Assistant Secretary, of the above named corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such Vice Chairman of the Board and Assistant Secretary of said corporation and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation by its authority.

Miriam Wortman, Notary Public

MIRIAM N. WORTMAN
NOTARY PUBLIC, State of New York
No. 41-4721581
Qualified in Queens County
Commission Expires March 30, 1986

I. Regency

Exhibit "A"

The Premises

All that certain plot, piece or parcel of land, situate, lying and being in the southeast quarter and the southwest quarter of section 24, town 3 north, range 22 east, and more particularly bounded and described as follows:

Commencing at the southeast corner of the southwest quarter of said section 24; thence south 89 degrees 28 minutes 36 seconds east along the south line of the southeast quarter of said section 24, 992.09 feet; thence north 01 degreees 33 minutes 26 seconds west, 61.18 feet to a point on the northerly right-of-way of State Trunk Highway 11; thence north 88 degrees 00 minutes 16 seconds west, 474.11 feet; thence north 86 degrees 48 minutes 46 seconds west, 291.28 feet; thence north 87 degrees 16 minutes 07 seconds west, 183.30 feet; thence north 87 degrees 53 minutes 10 seconds west, 65.00 feet to the point of beginning of this description; thence north 00 degrees 57 minutes 56 seconds east, 123.00 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 43.96 feet bearing north 46 degrees 08 minutes 44 seconds west to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 32.79 feet bearing south 88 degrees 51 minutes 16 seconds west; thence north 89 degrees 02 minutes 04 seconds west, 115.21 feet; thence north 00 degrees 57 minutes 56 seconds east, 306.00 feet; thence north 21 degrees 53 minutes 51 seconds east, 42.83 feet; thence north 00 degrees 57 minutes 56 seconds east, 213.00 feet; thence north 89 degrees 02 minutes 04 seconds west, 32.00 feet; thence north 00 degrees 57 minutes 56 seconds east, 331.16 feet; thence south 89 degrees 02 minutes 04 seconds east, 607.27 feet; thence along the arc of a 338.00 foot radius curve, concave to the west, having a chord length of 294.80 feet bearing south 04 degrees 53 minutes 22 seconds east; thence south 20 degrees 57 minutes 56 seconds west, 315.61 feet to a point of curve; thence along the arc of a 423.00 foot radius curve, concave to the north, having a chord length of 371.56 feet bearing south 47 degrees 01 minutes 06 seconds west; thence south 00 degrees 57 minutes 56 seconds west, 195.48 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,520.16 foot radius curve, concave to the south, having a chord length of 65.00 feet bearing north 87 degrees 53 minutes 10 seconds west, to the point of beginning of this description, lying and being in the City of Racine, County of Racine, State of Wisconsin.

PARCEL NO. II - RESTRICTION PARCEL: Rights under Declaration of Restriction dated December 28, 1979 and recorded in the Office of the Register of Deeds of Racine County, Wisconsin on the 28th day of December 1979 in Volume 1545 Records, beginning at page 385 and known as Document Number 1066873.

1165930

EXHIBIT "B"

Operating Documents

1. Easement, Restriction and Operating Agreement (the "Operating Agreement"), dated December 28, 1979, among Racine Joint Venture ("RJV"), Federated Department Stores, Inc. ("Federated"), J. C. Penney Properties, Inc. ("Penney") and Chas. V. Weise Co. ("Weise"), and recorded on December 28, 1979, in Volume 1545 of Records, Page 235, as Document No. 1066872.

2. First Amendment to the Operating Agreement, dated August 6, 1981, among RJV, Federated, Penney, Weise and Sears, Roebuck and Co. ("Sears"), and recorded on October 29, 1981, in Volume 1637 of Records, Page 270, as Document No. 1099190.

TAX KEY NUMBERS:

23876008
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RETURN TO RACINE TITLE

Document #: **2393631**
Date: 11-04-2014 Time: 02:36:00 PM Pages: 9
Fee: $30.00 County: RACINE State: WI
Requesting Party: Chicago Title Company - SPS Wisconsin
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

The above recording information verifies this document has been electronically recorded and returned to the submitter

(Space Reserved) Tax Key No.: 276-00-00-23876-010

Recording Prepared and Requested by _____, and
Drafted by and When Recorded Mail to:

Cristina Hendrick Stroh, Esq.
J. C. Penney Properties, Inc.
6501 Legacy Drive, m/s 1106
Plano, Texas 75024-3698
Attn: Real Estate Counsel

ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENT

ASSIGNMENT AND ASSUMPTION OF OPERATING AGREEMENT by and between J. C. PENNEY PROPERTIES, INC., a Delaware corporation, having a mailing address of P. O. Box 10001, Dallas, Texas 75301-1106 (the "Assignor"), and PENNY RACINE, LLC, a Delaware limited liability company, having an address of 3100 Dundee Road, Suite 308, Northbrook, IL 60062 (the "Assignee").

WITNESSETH:

WHEREAS, Assignor is the owner in fee simple of certain real property (the "Assignor's Land") situated in the shopping center commonly known as Regency Mall (the "Shopping Center"), located in Racine County, State of Wisconsin; and

WHEREAS, Assignor has, by deed dated of even date herewith, sold, transferred, and assigned to Assignee all of its right, title and interest in Assignor's Land described on Exhibit A attached hereto and the improvements thereon (collectively the "Property"); and

WHEREAS, pursuant to the agreement to sell the Property, Assignor has agreed to assign all right, title and interest in and Assignee has agreed to assume the agreements and other obligations of Assignor contained in the documents listed on Exhibit "B" hereto (collectively, the "REA").

NOW THEREFORE, for and in consideration of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby assigns, transfers, delivers and sets over to Assignee, its legal representatives, successors and assigns, from and after the date hereof, all of Assignor's rights, title and interest, in and under the REA, subject to the terms, covenants, conditions and provisions thereof.

2. Assignee hereby assumes and accepts the foregoing assignment set forth in Paragraph 1 above and specifically covenants and agrees as of the date hereof to perform and be bound by all the terms, covenants, conditions and obligations under the REA to be observed, kept or performed by Assignor or by which Assignor would have been bound from and after the date hereof.

3. Assignee is making this undertaking for the benefit of Assignor and the other parties to the REA.

4. Assignor hereby agrees to indemnify Assignee against and hold it harmless from any and all liability, loss or damage (including reasonable attorney's fees) incurred under the REA with respect to the Property and any alleged obligation or undertaking under any of the terms of the REA with respect to the Property, which liability, loss, damage, or obligation or undertaking shall have arisen prior to the date hereof to the extent not caused by Assignee. Assignee hereby agrees to indemnify Assignor against and hold it harmless from any and all claims, liability, obligations, loss or damage (including reasonable attorney's fees) which are incurred with respect to the Property or by reason of this Assignment on or after the date hereof, and from any and all claims and demands whatsoever asserted against Assignor by reason of any alleged obligation or undertaking under any of the terms of the REA with respect to the Property, which obligation or undertaking shall have arisen on or after the date hereof, to the extent not caused by Assignor.

The Assignment and Assumption of Operating Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Assignment and Assumption of Operating Agreement may be executed in two or more counterparts and each counterpart shall be deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed this instrument as of the 31ST day of October, 2014.

ATTEST:

Name: David C. Duffner
Title: Asst. Secretary

Name: Suzanne Sprague-Trammell
Title: Asst. Secretary

J. C. PENNEY PROPERTIES, INC.,
a Delaware corporation

By:
Name: Bradley Swenson
Its: President

APPROVED
CS
ATTORNEY

APPROVED
REAL ESTATE

WITNESS:

_____

PENNY RACINE, LLC,

a Delaware limited liability company

By: _____

David Israel, Manager

STATE OF TEXAS)
)SS.:
COUNTY OF COLLIN)

On this the 24th day of October, 2014, before me, a Notary Public duly authorized in and for the such County in the State aforesaid to take acknowledgments, personally appeared Bradley Swenson, to me known and known to me to be a President of J. C. Penney Properties, Inc., a Delaware corporation, and acknowledged that as such officer, being authorized so to do, s/he executed the foregoing instrument on behalf of such corporation by subscribing the name of such corporation by her/himself as such officer and caused the seal of such corporation to be affixed thereto, as her/his free and voluntary act, and as the free and voluntary act of such corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

8/2/16

Notary Public, State of Texas

SHERRIE MIHDAWI
MY COMMISSION EXPIRES
August 2, 2016

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed this instrument as of the 25 day of October, 2014.

ATTEST:

_____
Name: _____
Title: _____

_____
Name: _____
Title: _____

J. C. PENNEY PROPERTIES, INC.,
a Delaware corporation

By: _____
Name: _____
Its: _____

APPROVED
ATTORNEY

APPROVED
REAL ESTATE

WITNESS:

_____
Renee Hensler

PENNY RACINE, LLC,

a Delaware limited liability company

By: _____

David Israel, Manager

STATE OF ILLINOIS)

)SS.:

COUNTY OF COOK)

On this the 29 day of October, 2014, before me, a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments, personally appeared David Israel, to me known and known to me to be the Manager of Penny Racine, LLC, a Delaware limited liability company, one of the entities described in the foregoing instrument, and acknowledged that as such officer, being authorized so to do, he executed the foregoing instrument on behalf of said entity by subscribing the name of such entity by himself as such officer, as his free and voluntary act, and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

OFFICIAL SEAL
KATHY HENSON
Notary Public - State of Illinois
My Commission Expires Feb 5, 2019

My Commission Expires:

2/5/2019

Notary Public, State of Illinois

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:

_____

_____

Notary Public, State of Illinois

Exhibit A

Property

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 24; thence, S89°28'36"E along th south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, along the northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E along the easterly right-of-way line of State Trunk Highway 31, 475.51 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N11°30'26"E 65.00 feet; thence along the arc of a 232.50 foot radius curve, concave to the south, having a chord length of 82.74 feet bearing S68°14'34"E to a point of reverse curve; thence along the arc of a 127.50 foot radius curve, concave to the north, having a chord length of 66.15 feet bearing S73°01'49"E; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.30 feet bearing N42°54'33"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 136.35 feet bearing N02°41'42"E; thence, N11°30'26"E, 161.86 feet; thence, N11°49'06"E, 332.74 feet to a point of curve; thence along the arc of a 275.00 foot radius curve, concave to the east, having a chord length of 110.85 feet bearing N23°26'46"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.37 feet bearing N14°02'47"W; thence along the arc of

a 117.50 foot radius curve, concave to the south, having a chord length of 54.80 feet bearing N76°39'16"W; thence S89°51'41"W, 65.00 feet to a point of reverse curve; thence along the arc of a 165.00 foot radius curve, concave to the north, having a chord length of 34.37 feet bearing N84°09'52"W, to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°49'06"E along the easterly right-of-way line of State Trunk Highway 31, 32.50 feet; thence, S89°02'04"E, 341.56 feet; thence, S00°57'56"W, 277.61 feet; thence, S89°02'04"E, 369.18 feet; thence, S00°57'56"W, 164.31 feet; thence, N89°02'04"W, 53.00 feet; thence, S00°57'56"W, 474.58 feet; thence, N89°02'04"W, 349.39 feet; thence, S00°57'56"W, 213.13 feet; thence, S76°05'21"W, 67.30 feet; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 291.39 feet bearing N40°36'11"W to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 36.73 feet bearing N59°14'03"W to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the north, having a chord length of 128.47 feet bearing N77°29'11"W to a point of reverse curve; thence along the arc of a 167.50 foot radius curve concave to the south, having a chord length of 59.61 feet bearing N68°14'34"W TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 11.900 acres to be the same more or less.

Exhibit B

REA

Easement, Restriction and Operating Agreement dated December 28, 1979 by and between Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc. and The Chas. V. Weise Company with Guaranty by J. C. Penney Company, Inc. appended, recorded December 28, 1979 as Document No. 1066872 in the real property records of Racine County, Wisconsin, as supplemented and amended by the following:

- Supplemental Agreement dated December 28, 1979 by and between Racine Joint Venture and J. C. Penney Properties, Inc.
- First Amendment to Easement, Restriction and Operating Agreement dated August 6, 1981 recorded on Nov. 10, 1981 in the Office of the Register of Deeds of Racine County in Vol. 1637, Page 270 as Instrument No. 1099190; and
- Second Amendment to Easement, Restriction and Operating Agreement, dated March 27, 1985, by and among Racine Joint Venture, J. C. Penney Properties, Inc., Federated Department Stores, Inc., P. A. Bergner & Co. of Illinois, Sears, Roebuck and Co. and H. C. Prange Company. Recorded on March 28, 1985 in the Office of the Register of Deeds, Racine County, Wisconsin in Volume 1747 of Records, Page 145 as Document #1165931.

1066873

1545-385

Dec 28, 1979

DECLARATION OF RESTRICTIONS

THIS DECLARATION OF RESTRICTIONS, made as of this 28th day of December, 1979 by RACINE JOINT VENTURE ("Declarant"), a general partnership having its office at 25425 Center Ridge Road, Cleveland, Ohio 44145,

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain parcels of real property situated in the County of Racine, State of Wisconsin, which are designated on the Site Plan, attached hereto as Exhibit A and made a part hereof (the "Site Plan"), and hereinafter referred to as Developer Parcel, Developer Additional Parcel No. 1, Developer Additional Parcel No. 2 and Fringe Land Parcel No. 4, and which are more fully described in Exhibit B, attached hereto and made a part hereof;

WHEREAS, Declarant, together with J. C. Penney Properties, Inc., Federated Department Stores, Inc. ("Federated") and The Chas. V. Weise Co. have entered into an Easement, Restriction and Operating Agreement of even date herewith (the "Operating Agreement") which was recorded on the 28th day of December, 1979 in the Office of the Register of Deeds of Racine County, Wisconsin as Document No. 1066872 which Operating Agreement provides, inter alia, for the development of a regional shopping center to be known as Racine Mall on the property of the parties thereto, including the parcels of land of the Declarant referred to above; and

WHEREAS, by reason of the proximity of Developer Additional Parcel No. 1, Developer Additional Parcel No. 2 and Fringe Land Parcel No. 4 to the Developer Parcel and the parcel owned by Federated, which parcel is designated on the Site Plan and hereinafter referred to as the "Federated Parcel"

Exhibits:

A - Site Plan
B - Legal Descriptions

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and is more fully described on Exhibit B hereto, possible adverse effects from both the standpoint of traffic congestion and interference with direct sight lines from Durand Avenue might occur without the imposition of certain restrictions on the development of such parcels and Declarant desires to create and establish certain restrictions applicable to the development of such parcels so as to ensure such adverse effects shall not occur,

NOW, THEREFORE, Declarant, as owner of Developer Additional Parcel No. 1, Developer Additional Parcel No. 2 and Fringe Land Parcel No. 4, for itself, its successors and assigns, declares, for the benefit of the Developer Parcel and the Federated Parcel, as follows:

1. No curbcuts or other direct access shall be permitted from Developer Additional Parcel No. 2 or from Fringe Land Parcel No. 4 to the entrance driveway located on the Federated Parcel next adjacent to Permissible Building Area L, such area being shown by hatching on the Site Plan attached hereto and made a part hereof.

2. No building shall be constructed or expanded on the eastern most one hundred feet of Fringe Land Parcel No. 4 within the area which is cross-hatched on the Site Plan.

3. No building of any kind shall be constructed or expanded on Developer Additional Parcel No. 1 within forty feet (40') of the common boundary line of such Parcel and the Developer Parcel within the area which is hatched on the Site Plan.

4. No multi-story building nor any building having in excess of 10,000 square feet of Floor Area shall be constructed or expanded on Developer Additional Parcel No. 1

within one hundred fifty feet (150') of the common boundary line of such Parcel and the Developer Parcel within the area which is cross-hatched on the Site Plan.

5. No building to be used as a theatre will be constructed within Developer Additional Parcel No. 1 or Developer Additional Parcel No. 2 west of the line designated on Exhibit A as "theatre building setback line" and no building to be used for such purpose shall be opened for business until the "Proposed Road" shown on the Site Plan which is adjacent on the east to Developer Additional Parcel No. 1 and Developer Additional Parcel No. 2 shall have been completed from Durand Avenue north to intersect the entrance roadway on the Developer Parcel which is north of Permissible Building Area J.

6. No buildings will be constructed or expanded upon Developer Additional Parcel No. 2 except within Permissible Building Areas J, K and L as shown on the Site Plan.

7. No building shall be constructed or expanded within Permissible Building Areas J, K or L as shown on the Site Plan which is in excess of one story in height or in excess of twenty-three feet (23') in height; provided, however, that any such building may have cooling towers, elevator penthouses and similar roof top structures (all of which shall be enclosed) in excess of said height restrictions.

8. Direct access to and from Developer Additional Parcel No. 2 and the Developer Parcel along the common boundary of such Parcels shall be limited to two points of access to be located within the eighty foot (80') areas delineated on the Site Plan as "permitted curbcuts"; provided, however, that either or both the permitted curbcut areas may be relocated up to fifty feet (50') in either direction.

Except with respect to the areas so improved as the "permitted curbcuts", Developer Additional Parcel No. 2 shall be physically separated from the Developer Parcel by curbing or other barriers preventing the passage of pedestrian and vehicular traffic.

9. No free-standing pylon signs shall be erected on Developer Additional Parcel No. 2 except one pylon sign may be erected in conjunction with the business being transacted by the occupant of Permissible Building Area J within the area designated on the Site Plan as "permitted pylon sign location" and one pylon sign in connection with a theatre constructed within Developer Additional Parcel No. 1 or Developer Additional Parcel No. 2 may be erected on Developer Additional Parcel No. 2 within the area designated on the Site Plan as "permitted theatre pylon sign location". No pylon sign erected within either of the foregoing permitted pylon sign locations shall exceed thirty-six (36) feet in height or contain more than two hundred eighty (280) square feet of sign area on each side thereof.

10. The restrictions set forth in Paragraphs 1 through 9 above shall continue in effect for a period of twenty-five (25) years from the date of the filing of this Declaration for record with the Office of the Register of Deeds of Racine County, Wisconsin, and, with respect to the restrictions set forth in Paragraphs 1 and 8 above, for so long thereafter as the Operating Agreement shall continue in full force and effect and, with respect to the restrictions set forth in Paragraphs 2, 3, 4, 5, 6, 7 and 9 above, for so long thereafter as a retail department store is being operated on the Federated Parcel. Within the context of the foregoing,

a discontinuation of the operation of a retail department store on the Federated Parcel shall not be deemed to have occurred in the event that the building on the Federated Parcel shall be damaged by fire or other casualty, shall be partially taken by condemnation or eminent domain or shall be voluntarily razed so long as the owner of the Federated Parcel shall commence restoration, repair or the construction of a replacement building within nine (9) months of such damage, taking or razing, as the case may be and complete same within eighteen (18) months following the damage, taking or razing. In addition, a temporary cessation of business to make alterations or repairs or a temporary cessation of business caused by a strike, picketing or labor dispute or other circumstances which are reasonably beyond the control of the then owner or occupant of the Federated Parcel (other than financial inability) and, in any case, any cessation of business for a period not in excess of sixty (60) days in any calendar year, shall not be deemed a discontinuation of the operation of a retail department store on the Federated Parcel.

11. The covenants, conditions and restrictions contained in this Declaration shall be deemed to be covenants running with the land burdened thereby.

12. This Declaration may not be modified nor terminated except by recording in the Office of the Register of Deeds of Racine County, Wisconsin, a statement setting forth such modifications or termination signed by each person holding a fee simple estate in the Federated Parcel, the Developer Parcel and, to the extent affected thereby, each person holding a fee simple estate in any portion of

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Fringe Land Parcel No. 4, Developer Additional Parcel No. 1 and Developer Additional Parcel No. 2, notice of which estate has been given by the recording of a Deed or other instrument evidencing said estate in the Office of the Register of Deeds of Racine County, Wisconsin.

13. Any person owning a fee simple estate in any portion of the Developer Parcel or the Federated Parcel may prosecute in law or in equity a proceeding against anyone violating, attempting to violate, any of the covenants, conditions and restrictions herein contained to enjoin such violation of any threatened violation thereof or for damages, or both.

14. The term "person" as used herein shall mean any individual, firm, partnership, corporation or other legally recognized entity.

15. This Declaration shall be governed and construed in accordance with the laws of the State of Wisconsin. If any covenant, condition or restriction or the application thereof to any person or circumstance shall, at any time or to any extent, be invalid or unenforceable, the remainder of such covenants, conditions or restrictions, or the application thereof to persons or circumstances other than those as to which it is held invalid or unenforceable, and each covenant, condition and restriction contained herein, shall be valid and enforced to the fullest extent permitted by law.

16. No delay or omission by any person to exercise any right or power accruing upon any violation or threatened violation by any other person of any covenant, condition or

restriction herein contained shall be construed to be a waiver thereof.

IN WITNESS WHEREOF, Declarant has caused this Declaration of Restrictions to be executed as of the day and year first above written.

WITNESSES:

RACINE JOINT VENTURE

By _____
R. E. Jacobs

By _____
David H. Jacobs

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STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

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BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R. E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 21st day of November, 1979.

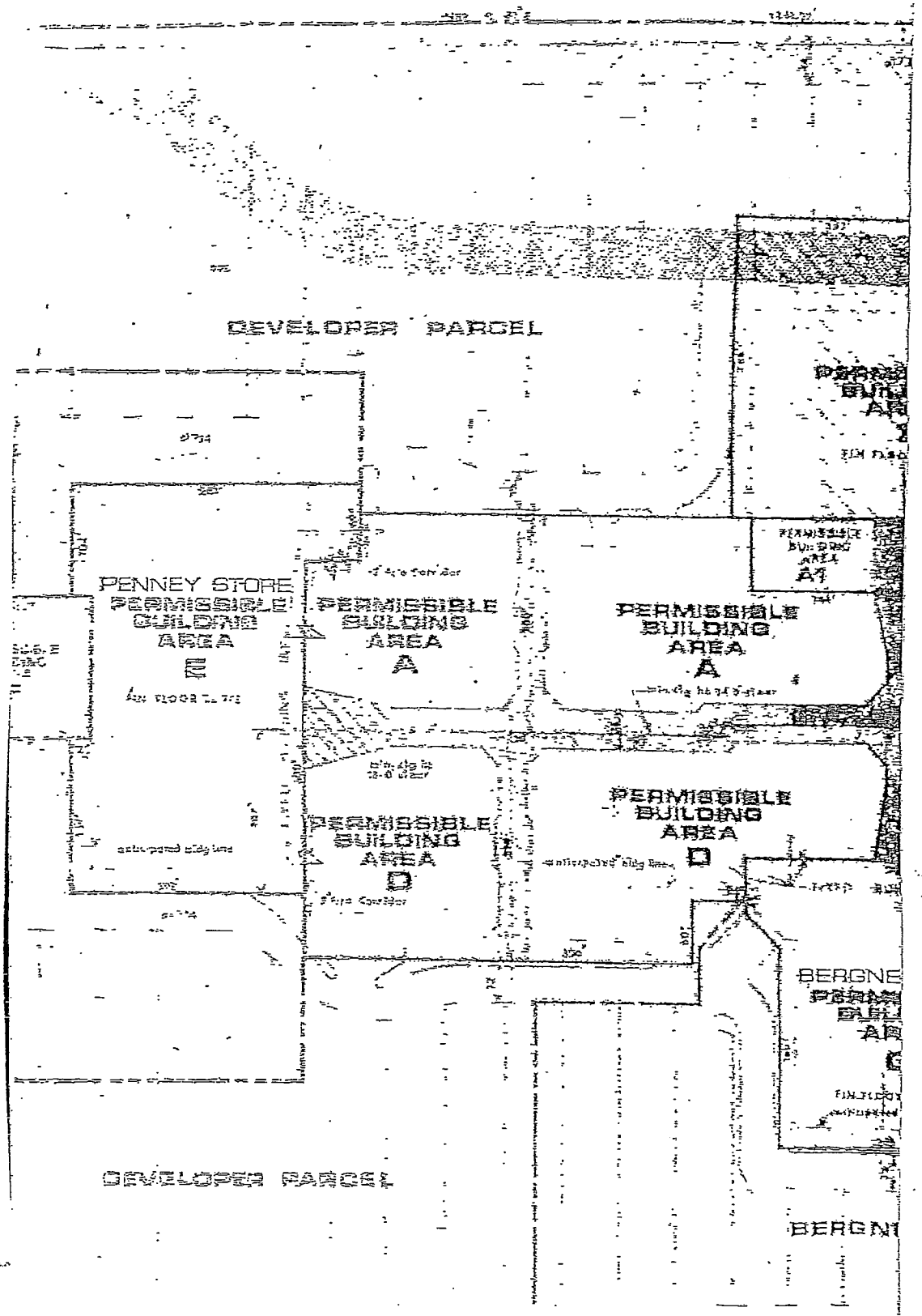
Notary Public

MARGIE SUE CADHAT
Notary Public, State of Ohio
County of Lorain
My Comm. Expires 05-26-84

This Instrument Prepared By:

David W. Pancoast, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145

PENNEY PARCEL


DEVELOPER PARCEL
PENNEY STORE
PERMISSIBLE BUILDING AREA
E
PERMISSIBLE BUILDING AREA
A
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PERMISSIBLE BUILDING AREA
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PERMISSIBLE BUILDING AREA
D
DEVELOPER PARCEL

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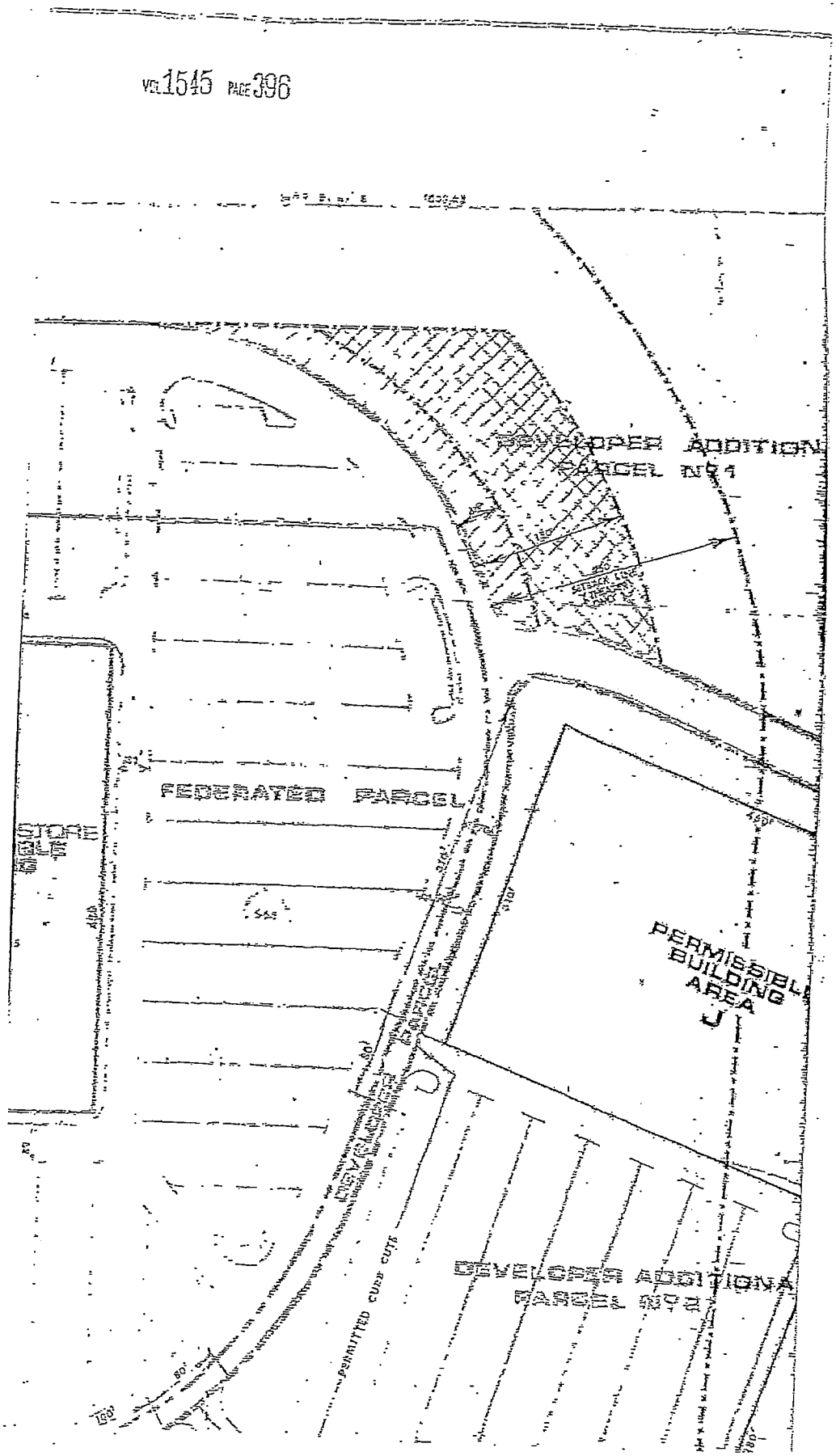
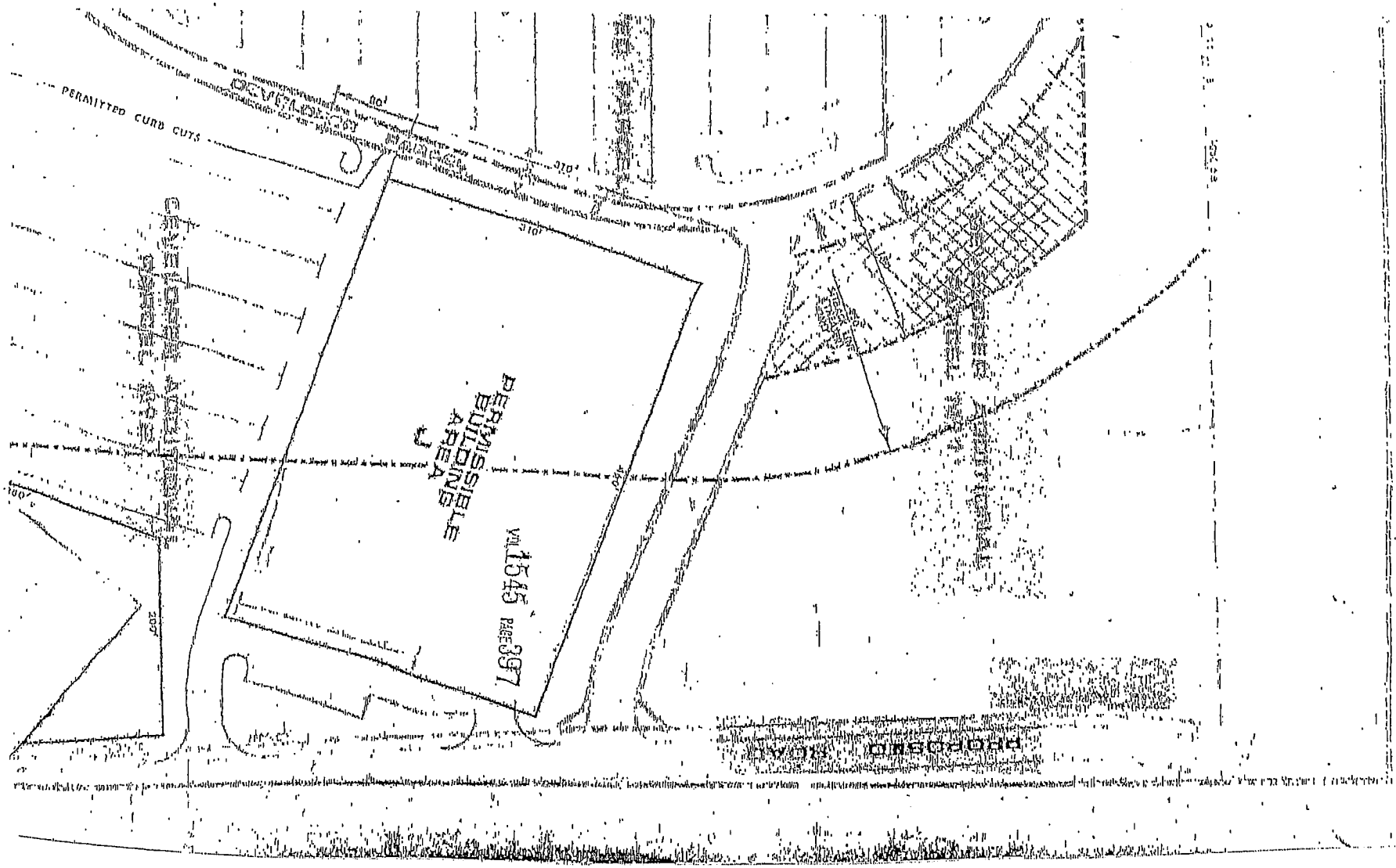
DEVELOPED PARCEL

PERMISSIBLE BUILDING AREA B

PERMISSIBLE BUILDING AREA C

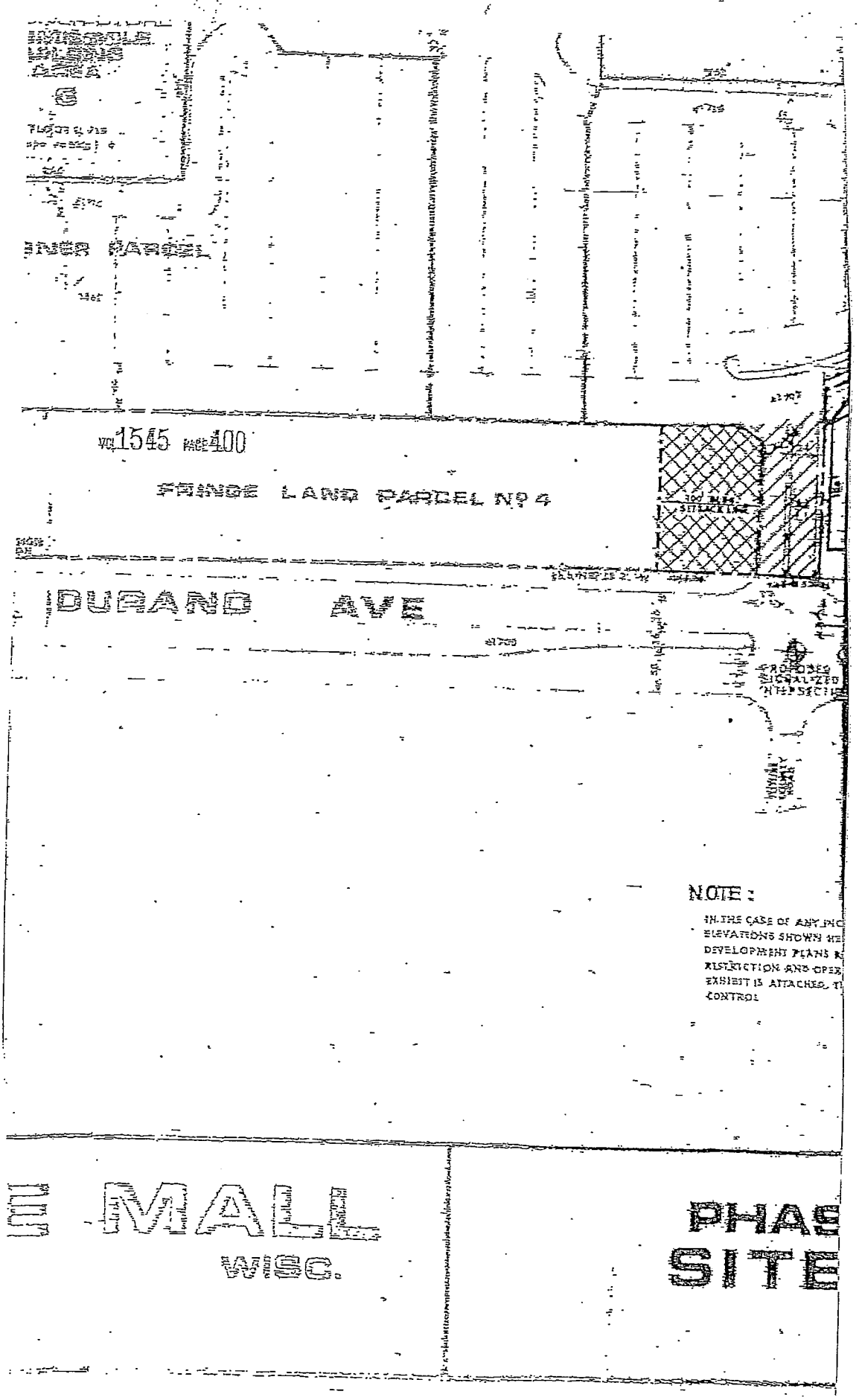
PERMISSIBLE BUILDING AREA H

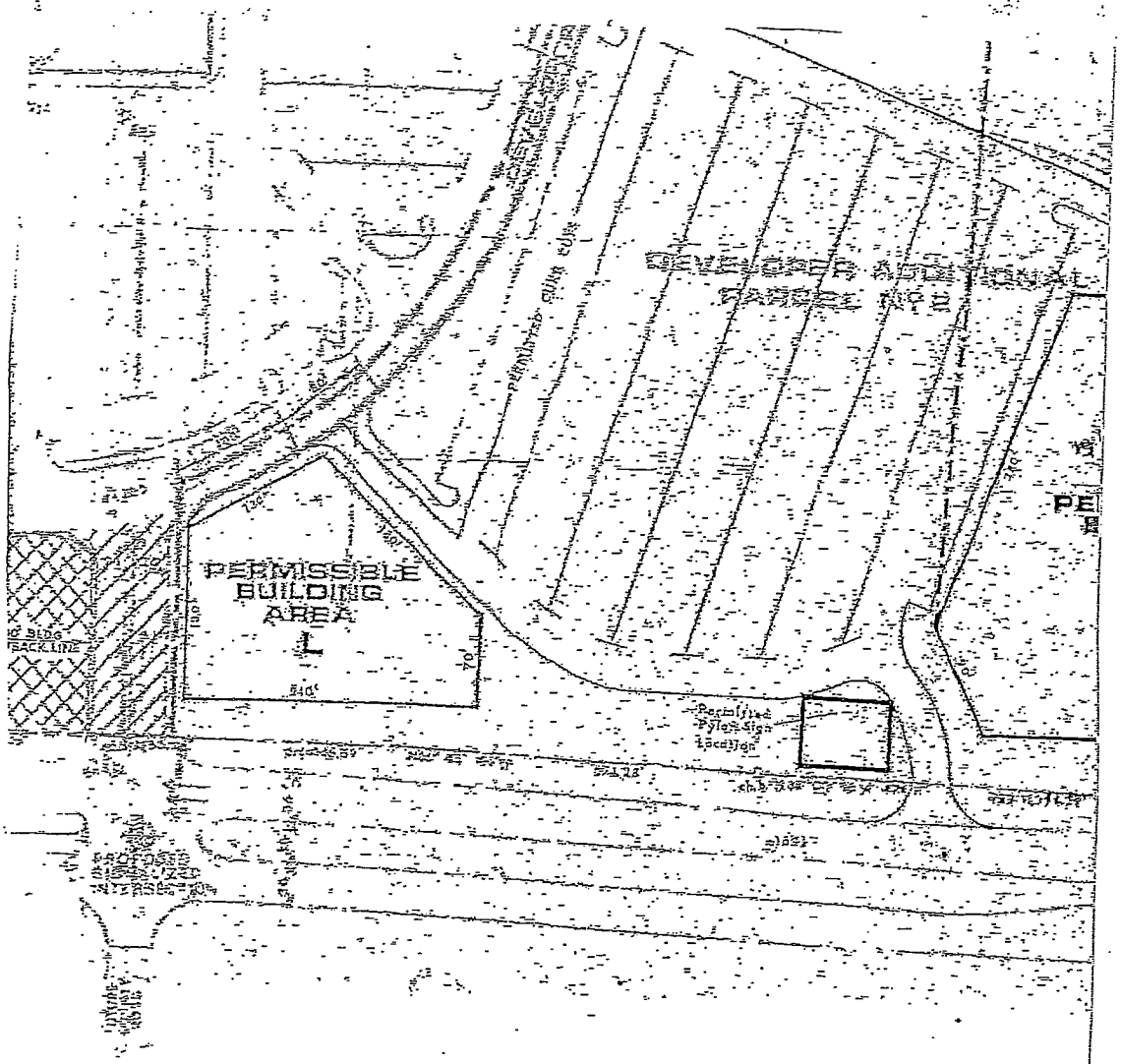

DEVELOPER ADDITION
PARCEL No 1
FEDERATED PARCEL
PERMISSIBLE
BUILDING
AREA
J
PERMITTED CURB CUTS
DEVELOPER ADDITIONAL
PARCEL No 2


PERMITTED CURB CUTS
PERMISSIBLE BUILDABLE AREA
VOL 1545 PAGE 367

VOL 1545 PAGE 398
PHASE I LAND PARCEL NO.
SCALE : 1" = 200'
JACOB-VISCON
DEVELOPMENT

VOL 1545 PAGE 399


VOL 1545 PAGE 400
FRINGE LAND PARCEL No 4
DURAND AVE
NOTE :
MALL
MISC.
PHAS
SITE



NOTE:

IN THE CASE OF ANY INCONSISTENCY BETWEEN THE FLOOR ELEVATIONS SHOWN HEREON AND THOSE ON THE SITE DEVELOPMENT PLANS REFERRED TO IN THE EASEMENT RESTRICTION AND OPERATING AGREEMENT TO WHICH THIS EXHIBIT IS ATTACHED, THE SITE DEVELOPMENT PLANS SHALL CONTROL

LEGEND

INDICATES A ROW OF PARKING SPACES

INDICATES THE POSSIBLE NUMBER OF PA
DESIGNATED AREA BASED UPON THE TYP
APPLY TO ANY PARTICULAR PO

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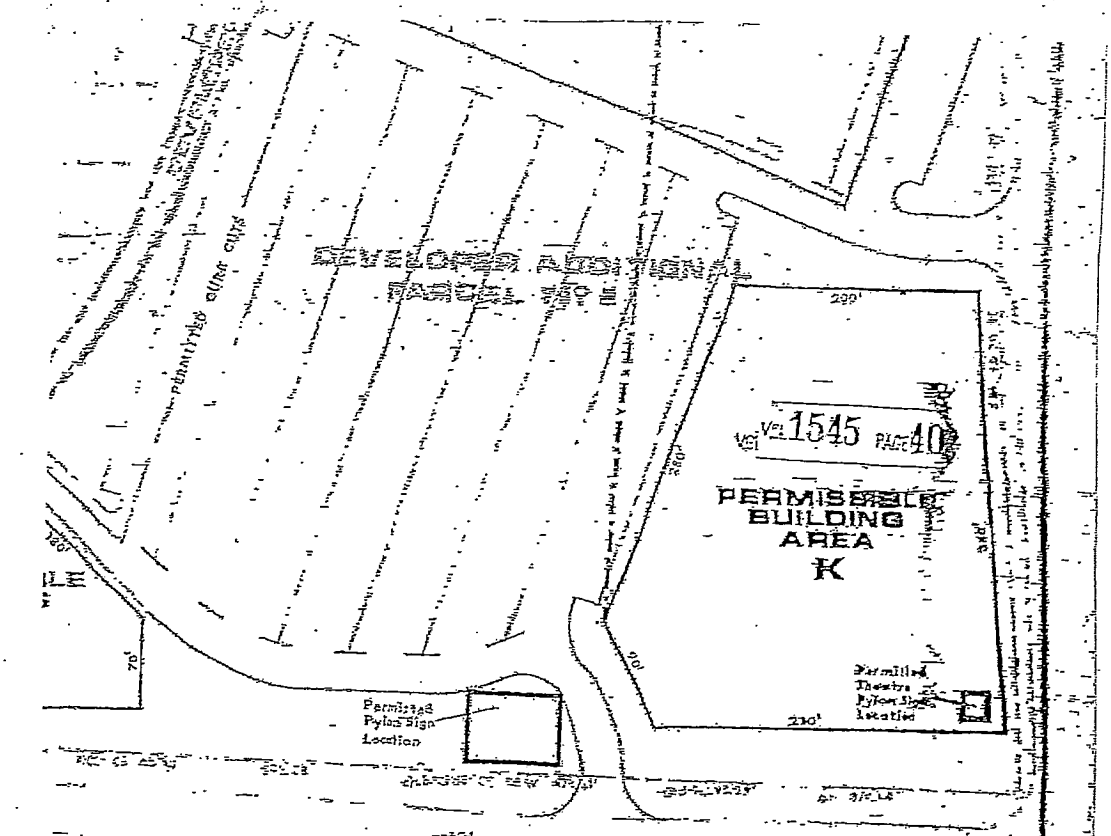
PHASE II
SITE PLAN

DAT
REVISE



LEGEND

INDICATES A ROW OF PARKING STALLS

INDICATES THE POSSIBLE NUMBER OF PARKING SPACES IN DESIGNATED AREA BASED UPON THE TYPICAL PARKING DETAIL (does not apply to any particular portion)

IN THE FLOOR
THE SITE
EASEMENT.
TO WHICH THIS
IT PERTAINS OR

PAGE 401

LAN

DATE Aug 27, 1979
REVISED: Dec. 13, 1979

EXHIBIT B

DEVELOPER PARCEL

Being known as that part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southeast 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,507.63 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 180.85 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 30.31 feet bearing N29°22'28"W; thence, N76°05'21"E, 67.30 feet; thence, N00°57'56"E, 213.13 feet; thence, S89°02'04"E, 349.39 feet; thence, N00°57'56"E, 474.58 feet; thence, S89°02'04"E, 53.00 feet; thence, N00°57'56"E, 164.31 feet; thence, N89°02'04"W, 369.18 feet; thence, N00°57'56"E, 277.61 feet; thence, N89°02'04"W, 341.56 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°49'06"E, 35.00 feet; thence, N89°51'41"E, 1,861.27 feet; thence, S01°08'19"E, 201.80 feet; thence, S89°02'04"E, 212.55 feet; thence along the arc of a 360.00 foot radius curve, concave to the south, having a chord length of 435.74 feet bearing S51°47'28"E, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 36.45 feet bearing S51°57'12"E, to a point of reverse curve; thence along the arc of a 340.00 foot radius curve, concave to the south, having a chord length of 134.42 feet bearing S77°57'29"E; thence, S66°33'26"E, 282.82 feet to a point of curve; thence along the arc of a 200.00 foot radius curve, concave to the north, having a chord length of 51.64 feet bearing S73°58'32"E; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 46.02 feet bearing N48°31'10"E; thence, S01°33'26"E; 101.00 feet; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 40.00 feet bearing N43°22'19"W to a point of reverse curve; thence along the arc of a 240.00 foot radius curve, concave to the north, having a chord length of 77.66 feet, bearing N75°52'01"W; thence, N66°33'26"W, 282.82 feet to a point of curve; thence along the arc of a 300.00 foot radius curve, concave to the south, having a chord length of 103.73 feet bearing N76°30'43"W, thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 43.58 feet, bearing S46°57'04"W, to a point of reverse curve; thence along the arc of a 360.00 foot radius curve, concave to the west, having a chord length of 128.71 feet bearing S10°40'06"W; thence, S20°57'56"W, 315.61 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 378.38 feet bearing S46°07'30"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 34.55 feet bearing S36°07'34"W; thence, N00°57'56"E, 44.71 feet; thence along the arc of a 423.00 foot radius curve, concave to the north, having a chord

length of 371.56 feet bearing N47°01'06"E; thence, N20°57'56"E, 315.61 feet to a point of curve; thence along the arc of a 338.00 foot radius curve, concave to the west, having a chord length of 294.80 feet bearing N04°53'22"W; thence, N89°02'04"W, 607.27 feet; thence, S00°57'56"W, 331.16 feet; thence, S89°02'04"E, 32.00 feet; thence, S00°57'56"W, 213.00 feet; thence, S21°53'51"W, 42.83 feet; thence, S00°57'56"W, 306.00 feet; thence, N89°02'04"W, 164.01 feet; thence, N00°57'56"E, 367.00 feet; thence, N89°02'04"W, 159.69 feet; thence, N44°02'04"W, 113.14 feet; thence, N89°02'04"W, 40.00 feet; thence, N00°57'56"E, 50.00 feet; thence, N89°02'04"W, 262.00 feet; thence, S00°57'56"W, 35.50 feet; thence, S45°57'56"W, 50.91 feet; thence, S00°57'56"W, 58.50 feet; thence, N89°02'04"W, 160.36 feet; thence, S00°57'56"W, 367.00 feet; thence, N89°02'04"W, 421.16 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 101.47 feet bearing N82°29'17"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 46.99 feet bearing S52°30'44"W; thence, S00°57'56"W, 132.35 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N89°02'04"W, 65.00 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 34.015 acres, to be the same more or less.

EXHIBIT B

(ii)

EXHIBIT E

DEVELOPER ADDITIONAL PARCEL #1

Being known as that part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the southeast corner of the southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of said southeast 1/4, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N01°33'26"W, 849.80 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 46.02 feet bearing S48°31'10"W; thence along the arc of a 200.00 foot radius curve, concave to the north, having a chord length of 51.64 feet bearing N73°58'32"W; thence, N66°33'26"W, 282.82 feet to a point of curve; thence along the arc of a 340.00 foot radius curve, concave to the south, having a chord length of 134.42 feet bearing N77°57'29"W, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the north, having a chord length of 36.45 feet bearing N51°57'12"W to a point of reverse curve; thence along the arc of a 360.00 foot radius curve, concave to the west, having a chord length of 435.74 feet bearing N51°47'28"W; thence, N89°02'04"W, 212.55 feet; thence, N01°08'19"W, 101.80 feet; thence, N89°51'41"E, 1,068.68 feet; thence along the arc of a 779.41 foot radius curve, concave to the east, having a chord length of 186.17 feet bearing S05°18'08"W; thence, S01°33'26"E, 339.02 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 7.282 acres to be the same more or less.

DEVELOPER ADDITIONAL PARCEL #2

Being known as that part of the Southeast 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the southwest corner of the southeast 1/4 of said Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°16'07"W, 183.30 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 150.77 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the east, having a chord length of 34.55 feet bearing N36°07'34"E to a point of reverse curve, thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 378.38 feet bearing N46°07'30"E; thence, N20°57'56"E, 315.61 feet to a point of curve; thence along the arc of 360.00 foot radius curve, concave to the west, having a chord length of 128.71 feet bearing N10°40'06"E to a point of reverse curve; thence along the arc of 30.00 foot

radius curve, concave to the south, having a chord length of 43.58 feet bearing N46°57'04"E; thence along a 300.00 foot radius curve, concave to the south, having a chord length of 103.73 feet bearing S76°30'43"E; thence, S66°33'26"E, 282.82 feet to a point of curve; thence along the arc of a 240.00 foot radius curve, concave to the north, having a chord length of 77.66 feet bearing S75°52'01"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 40.00 feet bearing S43°22'19"E; thence, S01°33'26"E, 748.80 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,398.29 foot radius curve, concave to the north, having a chord length of 474.11 feet bearing N88°00'16"W; thence, N86°48'46"W on the northerly right-of-way line of State Trunk Highway 11, 291.28 feet to a point of curve; thence along the arc of an 11,520.16 foot radius curve, concave to the south, having a chord length of 183.30 feet bearing N87°16'07"W TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 13.661 acres to be the same more or less.

Exhibit B

(ii)

FRINGELAND PARCEL #4

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W along the northerly right-of-way line of State Trunk Highway 11, 667.63 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 120.00 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the east, having a chord length of 42.43 feet bearing N45°57'56"E; thence, S89°02'04"E, 771.03 feet to a point of curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 32.79 feet bearing N88°51'16"E, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 43.96 feet bearing S46°08'44"E; thence, S00°57'56"W, 123.00 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,520.16 foot radius curve, concave to the south, having a chord length of 198.38 feet bearing N88°32'22"W; thence, N89°02'04"W along the northerly right-of-way line of State Trunk Highway 11, 667.63 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 2.979 acres to be the same more or less.

Exhibit D

EXHIBIT B

FEDERATED PARCEL

Being known as that part of the Southeast 1/4 and the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°16'07"W, 183.30 feet; thence, N87°53'10"W, 65.00 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N00°57'56"E, 123.00 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 43.96 feet bearing N46°08'44"W to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 32.79 feet bearing S88°51'16"W; thence, N89°02'04"W, 115.21 feet; thence, N00°57'56"E, 306.00 feet; thence, N21°53'51"E, 42.83 feet; thence, N00°57'56"E, 213.00 feet; thence, N89°02'04"W, 32.00 feet; thence, N00°57'56"E, 331.16 feet; thence, S89°02'04"E, 607.27 feet; thence along the arc of a 338.00 foot radius curve, concave to the west, having a chord length of 294.80 feet bearing S04°53'22"E; thence, S20°57'56"W, 315.61 feet to a point of curve; thence along the arc of a 423.00 foot radius curve, concave to the north, having a chord length of 371.56 feet bearing S47°01'06"W, thence, S00°57'56"W, 195.48 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,520.16 foot radius curve, concave to the south, having a chord length of 65.00 feet bearing N87°53'10"W, TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 11.095 acres to be the same more or less.

1066873

Register's Office
Racine County, Wis. } ss.
Received for Record 28th day of December A.D., 19 79 at 4:20 o'clock P. M. and recorded in Volume 1545 of Records on page 385-408

Stanley F. Bialecki
Register of Deeds

25.00

EASEMENT, RESTRICTION AND MAINTENANCE AGREEMENT

RACINE MALL

RACINE, WISCONSIN

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EXHIBITS

Exhibit A	Site Plan
Exhibit B-1	Description of Dayton-Hudson Parcel
Exhibit B-2	Description of Retained Parcel #1
Exhibit B-3	Description of Retained Parcel #2

EASEMENT, RESTRICTION AND MAINTENANCE AGREEMENT

THIS EASEMENT, RESTRICTION AND MAINTENANCE AGREEMENT, made as of the 9th day of July, 1980 by and between RACINE JOINT VENTURE, a general partnership with offices at 25425 Center Ridge Road, Cleveland, Ohio 44145 (hereinafter called "Developer") and DAYTON-HUDSON CORPORATION, a Minnesota corporation with offices at 777 Nicollet Mall, Minneapolis, Minnesota 55402 (hereinafter called "Dayton-Hudson").

W I T N E S S E T H:

WHEREAS, Developer, J. C. Penney Properties, Inc. ("Penney"), Chas. V. Weise Co., a wholly owned subsidiary of P. A. Bergner & Co. ("Bergner") and Federated Department Stores, Inc. ("Federated") have entered into a certain Easement, Restriction and Operating Agreement dated as of the 28th day of December, 1979, and filed for record in the Office of the Register of Deeds, Racine County, Wisconsin on the 28th day of December, 1979 as Document No. 1066872, which created certain rights, privileges and easements and imposed certain covenants on the respective parcels of land owned by Developer, Penney, Bergner and Federated in connection with the development of a unified regional shopping center of the enclosed mall type to be known as Racine Mall;

WHEREAS, Dayton-Hudson has acquired a parcel of land containing approximately 9.888 acres which is part of "Developer Additional Parcel No. 2", as defined in the Easement, Restriction and Operating Agreement;

WHEREAS, Developer has retained the balance of Developer Additional Parcel No. 2 comprised of two separate parcels containing approximately 1.268 and 2.505 acres,

WHEREAS, Dayton-Hudson proposes to develop plans for and cause the construction of a general merchandise store building on the parcel owned by it and Developer proposes to develop, at a future time, buildings and other improvements on the two parcels so retained by it;

WHEREAS, in furtherance of such development, the parties desire to create certain rights, privileges and easements and to impose certain restrictions and covenants upon their respective parcels for the benefit of the respective parcels of the other party as hereinafter set forth which are in addition to those created and imposed by the Easement, Restriction and Operating Agreement and to confirm the inter-relationship between their respective parcels and the Shopping Center.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

For and in consideration of the foregoing and the mutual covenants and agreements herein contained, Developer and Dayton-Hudson hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

A. Common Area. The term "Common Area" shall mean (i) individual parking spaces for passenger vehicles, (ii) roadways to provide vehicular access to and from individual parking spaces and to and from streets and highways adjacent to and abutting the Dayton-Hudson Parcel and the Retained Parcels, including entrances to and exits from the Dayton-Hudson Parcel and the Retained Parcels, (iii) curbs, sidewalks and walkways located outside Perimeter Sidewalks, including those providing pedestrian access to and ingress and egress

to and from such individual parking places, (iv) landscaped and planted areas, located outside the Perimeter Sidewalks and (v) lighting standards and fixtures, traffic and directional signs, traffic striping and marking.

B. Dayton-Hudson Parcel. The term "Dayton-Hudson Parcel", shall mean the parcel of land containing approximately 9.888 acres designated as the Dayton-Hudson Parcel on the Site Plan and further described in Exhibit B-1 attached hereto and made a part hereof.

C. Floor Area. The term "Floor Area" shall mean the number of square feet of Floor Area on all levels, including, without limiting the generality of the foregoing, outside selling areas enclosed within semi-permanent structures, basements, mezzanines and floor area occupied for storage, measured to the exterior surface of the exterior walls and to the center of any common walls, but excluding (i) penthouses and other floor area occupied solely by mechanical or electrical equipment, (ii) upper levels of multi-deck stock areas, and (iii) portions of truck or loading docks which are not heated or air conditioned. Within thirty (30) days after the respective dates that the improvements on the Dayton-Hudson Parcel and the improvements on any of the Parcels comprising the Shopping Center shall formally open for business, Dayton-Hudson, in the case of the Dayton-Hudson Parcel, and Developer, in the case of the Shopping Center, shall deliver to the other a certificate certifying the number of square feet of Floor Area within each building on such parcel. If the Floor Area shall change, Dayton-Hudson or Developer, as the case may be, shall, upon request from the other, deliver to the other a certification as to the Floor Area then on any such Parcel.

D. Declaration of Restrictions. The term "Declaration of Restrictions" shall mean the Declaration of Restrictions dated as of the 28th day of December, 1979, executed by Developer and filed for record in the Office of the Register of Deeds of Racine County, Wisconsin on the 28th day of December, 1979, as Document No. 1066873.

E. Operating Agreement. The term "Operating Agreement" shall mean the Easement, Restriction and Operating Agreement executed by and among Developer, Penney, Bergner, and Federated dated as of the 28th day of December, 1979 and filed for record on the 28th day of December, 1979 in the Office of the Register of Deeds, Racine County, Wisconsin, as Document No. 1066872.

F. Perimeter Sidewalks. The term "Perimeter Sidewalks" shall mean the sidewalks and walkways located inside the inner curbline of the interior circulation roadway next adjacent to the walls of building improvements.

G. Permissible Building Areas. The term "Permissible Building Area(s)" shall mean those portions of the Dayton-Hudson Parcel and the Retained Parcels designated as such on the Site Plans.

H. Retained Parcel #1. The term "Retained Parcel #1" shall mean the parcel of land consisting of approximately 1.268 acres designated as Retained Parcel #1 on the Site Plan and further described on Exhibit B-2 attached hereto and made a part hereof.

I. Retained Parcel #2. The term "Retained Parcel #2" shall mean the parcel of land consisting of approximately 2.505 acres designated as Retained Parcel #2 on the Site Plan and further described on Exhibit B-3, attached hereto and made a part hereof.

J. Retained Parcels. The term "Retained Parcels" shall mean Retained Parcel #1 and Retained Parcel #2 taken collectively.

K. Shopping Center. The term "Shopping Center" shall mean the Racine Mall to be constructed contiguous to and to the west of the Dayton-Hudson Parcel and Retained Parcel #1 and comprised of parcels of land owned by Developer, Penney, Bergner and Federated, all as more fully set forth in the Operating Agreement.

L. Site Plan. The term "Site Plan" shall mean the plot plan attached hereto as Exhibit A and made a part hereof and all information disclosed thereon.

M. Target Store. The term "Target Store" shall mean the one level general merchandise store building to be constructed within Permissible Building Area J on the Dayton-Hudson Parcel as shown on the Site Plan.

2. Construction by Dayton-Hudson.

A. Target Store, Common Areas and Utilities. Dayton-Hudson agrees at its expense to design and construct or cause to be designed and constructed the following:

(i) The Target Store which shall be located wholly within Permissible Building Area J and shall have a total Floor Area of not less than 98,000 square feet. As part of its construction of the Target Store, Dayton-Hudson agrees that it will construct the Perimeter Sidewalks next adjacent to the Target Store and will install all landscaping between the exterior building perimeter of the Target Store and the Perimeter Sidewalks.

(ii) All Common Areas on the Dayton-Hudson Parcel of the type and to the extent shown on the Site Plan and

including, in any event, installation of a fully operable parking lot lighting system, paving, sidewalks, curbing and islands, the striping of parking areas, installing necessary traffic parking control signs, directional and identification signs and landscaping.

(iii) Installation of all utility facilties necessary for the Dayton-Hudson Parcel including, but without limitation, water lines, storm sewers, sanitary sewers, electric, telephone and gas lines, all of which shall be extended from service lines within the rights-of-way of Durand Avenue or the proposed Roosevelt Avenue extension which are adjacent to the Dayton-Hudson Parcel.

B. Plans and Specifications. The parties acknowledge that Dayton-Hudson has submitted to Developer and Developer has approved, with notations, outline plans and specifications for the Target Store consisting of 12 sheets dated December 28, 1978 with the latest revision on April 10, 1979. Dayton-Hudson agrees that it will construct or cause the Target Store to be constructed in accordance with the outline plans and specifications so approved, with notations, by Developer and will, in any event, cause the exterior of the Target Store to be finished with materials approved by Developer, which approval shall not be unreasonably withheld, so as to be harmonious with the buildings in the Shopping Center. Plans and specifications for the Common Areas to be installed by Dayton-Hudson shall be submitted to Developer for its approval, which approval shall not be unreasonably withheld. Dayton-Hudson agrees that in designing the Common Areas on the Dayton-Hudson Parcel, it will conform to the

minimum specifications adopted by Developer for similar improvements within the Shopping Center which specifications are set forth in the outline specifications attached to the Operating Agreement as Exhibit D thereto. Dayton-Hudson will submit to Developer for its approval, which approval shall not be unreasonably withheld, a complete landscaping plan, which shall provide for landscaping which shall be equal to the landscaping specifications adopted by Developer for the Shopping Center. Within twenty (20) days following the submission of each of the foregoing plans and specifications for the Common Areas and landscaping, Developer will give Dayton-Hudson notice in writing of its approval or disapproval thereof, specifying in the latter event the reasons therefore. Developer shall have the right to disapprove the plans and specifications for Dayton-Hudson's Common Areas and landscaping only if the same do not conform to the above referred to outline specifications, Exhibit A hereto, or are not otherwise in compliance with the terms of this Agreement. Failure to give any notice of approval or disapproval within such period shall constitute approval thereof. If Developer shall give any notice of disapproval, the parties shall meet within ten (10) days to resolve such areas as have been so disapproved.

C. Commencement and Completion of Construction.

It is acknowledged that Developer has completed rough grading and compaction of the Dayton-Hudson Parcel and will deliver same to Dayton-Hudson with the grades shown on Drawings RM2, dated June 29, 1979, as last revised October 19, 1979, and SD-1, dated December 7, 1979, copies of which have been delivered to Dayton-Hudson. Provided that Developer and not less than two of Penney, Bergner and Federated shall

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have commenced construction of their respective improvements to be installed within the Shopping Center as provided in the Operating Agreement, Dayton-Hudson agrees that it will commence construction of the Target Store and the other improvements to be constructed upon the Dayton-Hudson Parcel and will diligently pursue completion of such construction so as to permit the Target Store and the other improvements on the Dayton-Hudson Parcel to open at the same time as the Grand Opening of the Shopping Center which Developer represents is presently scheduled for August 5, 1981. Developer agrees that it will commence construction of the Common Areas on the Shopping Center (including but not limited to the entire roadway which is the subject of the Access Easement in favor of Dayton-Hudson as provided in Paragraph 3A(1)) and will diligently pursue completion thereof on or prior to the Grand Opening of the Shopping Center. In the event that Developer has reason to believe that completion of such improvements or the Grand Opening of the Shopping Center shall be delayed, Developer shall give notice thereof to Dayton-Hudson and shall specify the revised date for the Grand Opening of the Shopping Center or the completion of such Common Area improvements. Dayton-Hudson agrees to open the Target Store for business on the Grand Opening of the Shopping Center provided, however, that Dayton-Hudson may open the Target Store prior to such date but Developer shall have no liability for a failure to have completed the Common Areas if Dayton-Hudson shall open the Target Store prior to August 5, 1981, or prior to such later date as Developer shall have given written notice to Dayton-Hudson of the Grand Opening of the Shopping Center except that in the event

that the Grand Opening shall be delayed until after August 5, 1981 and Dayton-Hudson shall elect to open prior to the Grand Opening, Developer agrees in any event to complete construction of so much of the roadway which is the subject of Access Easement in favor of Dayton-Hudson as is adjacent to the Dayton-Hudson Parcel and indicated by cross-hatching on Exhibit A on or prior to the date Dayton-Hudson shall so elect to open.

D. Consultation and Co-operation During Construction. Recognizing that Developer, Penney, Bergner and Federated will each be constructing improvements on the Shopping Center at the same time that Dayton-Hudson will be constructing the Target Store and other improvements on the Dayton-Hudson Parcel, Dayton-Hudson and Developer agree that they shall each cause their respective architects, contractors and/or on-site representatives to consult from time to time with the other during the course of such construction so that various phases of such construction can be coordinated and so as to minimize interference by Dayton-Hudson or Developer with the construction taking place on the Shopping Center and the Dayton-Hudson Parcel. Each party agrees that it will advise the other from time to time of its schedule for the construction of various components of the Common Areas and utilities within the Shopping Center and the contractors that will perform such work. Developer agrees that if Dayton-Hudson so requests and schedules are compatible, Developer will use its best efforts to have its contractors submit bids for any component of such work that will include such work on the Dayton-Hudson Parcel as well as the Shopping Center and Dayton-Hudson shall be responsible for payment

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directly to such contractor if Dayton-Hudson shall elect to engage the services of such contractor. Dayton-Hudson and Developer each agrees that it will cause its contractors to utilize only the Dayton-Hudson Parcel or the Developer Parcel, as the case may be, for staging areas, the storage of equipment and the like in connection with all of its construction and will further cause its contractors to utilize such means of access to the Dayton-Hudson Parcel or the Developer Parcel during the course of construction as may be mutually agreed upon by the parties hereto.

E. Further Requirements for Construction and Removal of Liens. Developer and Dayton-Hudson each agree that all improvements to be constructed hereunder by such party shall comply with the building and zoning laws of the municipal or other governmental subdivision wherein the Dayton-Hudson Parcel and the Developer Parcel are situated and with all laws, ordinances, orders, rules, regulations and requirements of all federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and be in accordance with reasonable orders, rules and regulations of the National Board of Fire Underwriters or any other body now or hereafter constituted performing similar functions. Developer and Dayton-Hudson each further agrees that in the event any mechanic's lien or other statutory lien shall be filed against the Dayton-Hudson Parcel or any portion of the Shopping Center by reason of work, labor, services or materials supplied to or at the request of it, the party whose actions led to the filing of such lien shall pay and discharge the same of record within thirty (30) days (i) after the filing thereof or (ii) after the receipt of statutory notice of the

filing thereof (if provided for), subject to the provisions of the following sentence. Either party shall have the right to contest the validity, amount and/or applicability of any such liens by appropriate legal proceedings and so long as it shall be prosecuting such contest in good faith, the requirement that it discharge such liens within said thirty (30) day period shall not be applicable. In the event such legal proceedings shall be finally concluded adversely to such party, it shall, within five (5) days thereafter, cause the lien(s) to be released of record.

3. Access Easements.

A. Grant of Access Easements.

(1) Developer warrants and represents to Dayton-Hudson that by virtue of Paragraphs 11A(2) and 11A(3) of the Operating Agreement perpetual (subject to termination as provided in Paragraph 21Q of the Operating Agreement), non-exclusive Access Easements for the benefit of the Dayton-Hudson Parcel over and across strips of land within the Shopping Center, the location and width of which strips is shown on Exhibit A as being lightly shaded, have been granted for the benefit of the Dayton-Hudson Parcel to provide ingress to and egress from the Dayton-Hudson Parcel and Green Bay Road and Durand Avenue, provided that the use of such Access Easement by Dayton-Hudson shall be subject to the relocation of a portion of such Access Easement by Developer in connection with the entry of the Future Major Store (as defined in the Operating Agreement) into the Shopping Center to the position indicated on Exhibit A by cross-hatching and shall be further subject to the rights of the parties to the Operating Agreement to use and alter such Access Easements as more fully set forth

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in Paragraphs 11B and 11C of the Operating Agreement and to the restrictions with respect to the location of curbcuts to such Access Easements from the Dayton-Hudson Parcel contained in the Declaration of Restrictions.

(2) Dayton-Hudson hereby grants to Developer, its successors and assigns, for the benefit of Retained Parcel #1 and Retained Parcel #2, the perpetual (subject to termination upon abandonment as provided in Paragraph 9Q hereof), non-exclusive right, privilege and easement to use for pedestrian and vehicular traffic only, the strips of land not less than thirty (30) feet in width over portions of the Dayton-Hudson Parcel, the location and width of which strips of land are shown on the Site Plan and indicated thereon by cross-hatching, to provide ingress and egress to and from Retained Parcel #1 and Retained Parcel #2 and Durand Avenue and the proposed roadway located adjacent to the easterly boundary of the Dayton-Hudson Parcel, together with the rights and subject to the restrictions and reservations set forth in Paragraphs 3B and 3C.

B. Use of Access Easements. Developer, its successors and assigns, shall have the right to use the Access Easements granted pursuant to Paragraph 3A(2) above and the right to permit its tenants and their respective officers, employees, agents, customers, business visitors, business guests, licensees and invitees to similarly use such Access Easements, such use to be in common with Dayton-Hudson, its successors and assigns and all persons claiming by, through or under it. Developer agrees that access to the Access Easements granted pursuant to Paragraph 3A(2) above shall be limited in the case of Retained Parcel #1 to one (1)

curbcut within the eighty (80) feet identified on Exhibit A as "Permitted Curbcut" and shall be limited in the case of Retained Parcel #2 to two (2) curbcuts, neither of which shall be within the ninety (90) feet adjacent to the Access Easement which is identified on Exhibit A as "Restricted Against Curbcuts". It is acknowledged that the proposed layout of the Common Areas on the Dayton-Hudson Parcel is such that a row of parking is planned between the boundary of Retained Parcel #2 and the Access Easement strip. At such time as Developer shall elect to construct improvements upon the said Retained Parcel #2 and to make use of the Access Easement hereinabove granted, Developer will consult with Dayton-Hudson to arrive at a mutually satisfactory location(s) for the curbcut(s) to serve said Retained Parcel #2. Developer will, at its expense, extend any such driveway from Retained Parcel #2 to the Access Easement and will restore the Dayton-Hudson Parcel to the extent disturbed and Dayton-Hudson agrees that as part of the foregoing Access Easement, Developer shall have the right to extend such driveway over and across so much of the Dayton-Hudson Parcel as may lie between the Access Easement and Retained Parcel #2. Dayton-Hudson agrees, during the term thereof, not to obstruct or to interfere in any way with the free flow of pedestrian and vehicular traffic over the roadways located upon the Dayton-Hudson Parcel within such Access Easements, except to the extent necessary for reasonable repair and maintenance or to prevent a dedication thereof, or the accrual of any rights of the public therein. Developer and its successors and assigns shall have the right during the term thereof to maintain, repair and replace roadways constructed upon those

portions of the Dayton-Hudson Parcel over which such Access Easements are granted and/or any relocation thereof pursuant to Paragraph 3C, provided that Developer shall give Dayton-Hudson not less than thirty (30) days written notice of its intention to maintain, repair or replace such roadways and Dayton-Hudson shall fail to commence such work within thirty (30) days thereafter. The foregoing rights, privileges and easements are intended to be and shall be construed as appurtenant to and for the benefit of Retained Parcel #1 and Retained Parcel #2.

C. Relocation of Access Easements. Dayton-Hudson reserves the right, from time to time, without obtaining the consent or approval of Developer or anyone claiming by, through or under Developer, to change the location of such Access Easements and the roadways over the Dayton-Hudson Parcel located within such Access Easements so long as any such relocation does not unreasonably restrict accessibilty of traffic to and from the Parcels benefitted thereby and Durand Avenue and the proposed roadway adjacent to the east of the Dayton-Hudson Parcel, provided (i) that Dayton-Hudson shall give not less than thirty (30) days notice to Developer of its intention to so relocate such Access Easement or the roadways thereon, (ii) that substitute easements are granted for such new location in recordable form and (iii) that Dayton-Hudson constructs at its expense a new roadway on such new location which is in all respects at least equal to the roadway in the old location. All subsequently granted easements created to effect a relocation of such Access Easement shall not be subject to defeasance by paramont title, and any mortgages shall be subordinated to such relocated easements.

4. Storm Sewer Easement. Developer hereby grants to Dayton-Hudson, for the benefit of the Dayton-Hudson Parcel, the perpetual (subject to termination upon abandonment as provided in Paragraph 9Q hereof or until a dedication thereof to appropriate governmental authorities), non-exclusive right, privilege and easement to install, tie into, use, maintain, repair and replace an underground storm sewer line to connect the drainage system to be installed on the Dayton-Hudson Parcel with the main storm sewer line located or to be located in the proposed roadway adjacent to the east of Retained Parcel #2, such easement to be restricted to that portion of Retained Parcel #2 designated as "storm sewer easement" on the Site Plan. Dayton-Hudson agrees to install such storm sewer line in connection with the initial installation of its drainage system and agrees that in undertaking such construction it will restore the surface and sub-surface condition of the easement area to the condition that existed prior to such construction. Dayton-Hudson agrees that Developer, its successors and assigns, shall be entitled to use the storm sewer easement area for any purpose not inconsistent with such grant and shall have the right to pave over such area and use the same for parking area, roadways, curbs, driveways or sidewalks and to improve the same with landscaping. Developer agrees, however, that it shall not have the right to construct building improvements over the storm sewer easement area without the prior consent of Dayton-Hudson. Dayton-Hudson agrees to perform all maintenance and repairs that may be required for such storm sewer line and agrees to restore the surface and sub-surface condition of the storm sewer easement area to the same

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condition as existed prior to the commencement of any such repairs or maintenance including, but without limitation, the replacement of any surface improvements constructed by Developer.

5. Restrictive Covenants.

A. Operating Agreement and Declaration of Restrictions. Dayton-Hudson recognizes that the Dayton-Hudson Parcel is subject to the terms of the Operating Agreement and that said Operating Agreement, in addition to providing certain benefits to the Dayton-Hudson Parcel, including but without limitation, the Access Easements granted in Paragraphs 11A(2) and 11A(3) and the Underground Trunk Main easements granted in Paragraph 13(B), imposes certain obligations on the Dayton-Hudson Parcel, including, but without limitation, the following:

(i) The limitation on the use of the Access Easements as set forth in Paragraph 11B and the right of the grantors of the access easements to relocate such Access Easements as set forth in Paragraph 11C of the Operating Agreement.

(ii) The obligations of the grantee(s) of the easements for Underground Trunk Mains, in the event of the exercise of the right to utilize such easement, and the restriction upon the use thereof and the non-exclusive right, privilege and easement on the part of the owners of the Shopping Center to use any connecting utility lines that may be extended to tie into trunk storm or trunk sanitary sewer lines maintained by any public or private utility, all as provided in Paragraph 13B of the Operating Agreement.

(iii) The right and obligation to cause a dedica-

tion of the Underground Trunk Mains and the granting of appropriate easements therefor to governmental authorities or appropriate private utility companies, all as provided in Paragraph 13C of the Operating Agreement.

(iv) The obligation of the owner of the Dayton-Hudson Parcel to maintain the laterals, if any, which tie into the Underground Trunk Mains and, if and to the extent so utilized, to contribute to the cost of maintenance of such Underground Trunk Mains within the Shopping Center in the event of the need for repair thereof, all as imposed by Paragraph 13D of the Operating Agreement.

(v) The parking ratio requirement imposed by Paragraph 14A(ii) of the Operating Agreement.

(vi) The sign restrictions contained in Paragraph 14A(vi) and Exhibit C attached to the Operating Agreement.

(vii) The waiver of claims for losses and damages by reason of risks insured or required to be insured under policies of casualty insurance all as provided in Paragraph 17A(ii) of the Operating Agreement.

(viii) The conditions, restrictions and obligations that would be imposed upon the Dayton-Hudson Parcel were the same added to the Shopping Center Site or to the Developer Parcel as provided in Paragraphs 18 and 19 of the Operating Agreement.

In addition, Dayton-Hudson recognizes that the Dayton-Hudson Parcel is subject to restrictions and obligations contained in the Declaration of Restrictions, including, but without limitation, the following:

(a) The setback requirement for any building to be used as a theatre within the Dayton-

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Hudson Parcel as imposed by Paragraph 5 of the Declaration of Restrictions.

(b) The restriction upon the location of buildings within the Dayton-Hudson Parcel as provided in Paragraph 6 of the Declaration of Restrictions.

(c) The height limitation on buildings constructed within the Dayton-Hudson Parcel imposed by Paragraph 7 of the Declaration of Restrictions.

(d) The restriction upon the number and location of curbcuts providing direct access from the Dayton-Hudson Parcel to the Shopping Center and the requirement that the balance of the Dayton-Hudson Parcel be physically separated from the Shopping Center as provided in Paragraph 8 of the Declaration of Restrictions.

(e) The restriction upon the location and size of free-standing pylon signs within the Dayton-Hudson Parcel as imposed by Paragraph 9 of the Declaration of Restrictions.

Dayton-Hudson hereby acknowledges and agrees that the Dayton-Hudson Parcel is subject to each of the foregoing restrictions and obligations imposed by the Operating Agreement and the Declaration of Restrictions and that Dayton-Hudson will adhere to and be bound by such obligations and restrictions for so long as such restrictions and obligations continue as set forth in the Operating Agreement and the Declaration of Restrictions.

B. Amendment of Operating Agreement. Developer hereby agrees with Dayton-Hudson that so long as the Target Store shall be operated as such on the Dayton-Hudson Parcel, Developer will not initiate nor will Developer be a party to any amendment to the Operating Agreement or the Declaration of Restrictions which would terminate or diminish any benefits flowing thereunder to the Dayton-Hudson Parcel nor to any amendment to the Operating Agreement or Declaration of Restrictions which would impose any

greater burden on the Dayton-Hudson Parcel without, in each case, obtaining the prior consent of Dayton-Hudson to such amendment.

C. Additional Restrictive Covenants. Dayton-Hudson and Developer each, on behalf of itself and its successors and assigns, and for the benefit of the other, its successors and assigns and their respective Parcels described herein to wit: Dayton-Hudson as to the Dayton-Hudson Parcel and Developer as to the Retained Parcels agree that:

(i) No building or buildings shall be erected or expanded on the Dayton-Hudson Parcel or the Retained Parcels except within the Permissible Building Areas shown on the Site Plan. The term "building" does not include (a) exterior canopies, marquees or overhangs of like nature affixed to any building improvements in conjunction with an entrance thereto provided the same shall not extend more than twenty-five feet (25') from such building, nor (b) any drive-in bank or savings and loan teller stations (as distinguished from the building itself) on the Retained Parcels nor (c) any drive-thru window facilities erected in connection with a restaurant on Retained Parcel #1 or Retained Parcel #2.

(ii) No occupancy of any building or buildings to be constructed or expanded on the Dayton-Hudson Parcel or the Retained Parcels shall be permitted unless and until there shall be provided, on such Parcel, improved ground level parking spaces for at least five (5) cars for each 1,000 square feet of Floor Area devoted to retail use (including restaurants and other uses not described below), and two and one-half (2-1/2) cars for each 1,000 square feet of Floor Area devoted to non-

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retail use such as commercial office buildings, financial institutions, service stores and related uses. Dayton-Hudson and Developer agree that the foregoing parking requirements shall be satisfied without the use of multi-level parking facilities and that no such multi-level parking facilities shall be erected upon their respective Parcels except to the extent that the same may be required to satisfy the above parking ratios following a taking of a portion of a Parcel by condemnation or eminent domain.

(iii) No building shall be constructed on the Dayton-Hudson Parcel which shall exceed one floor or twenty-three feet (23') in height above ground level and that no building shall be constructed on the Retained Parcels which shall exceed one floor or twenty-three feet (23') in height above ground level; provided, however, that any of said buildings may have cooling towers, penthouses and similar rooftop structures (all of which shall be enclosed) above the highest permitted floor.

(iv) There shall be no selling activities conducted on the Dayton-Hudson Parcel or the Retained Parcels outside the buildings constructed within Permissible Building Areas. No fence, structure or other obstruction of any kind (except traffic control devices such as curbs, islands and the like and except as may be necessary for drive-thru teller stations or restaurant drive-thru facilities) shall be placed, kept, permitted or maintained upon areas located outside the Permissible Building Areas without the prior consent of the parties hereto, except such of the foregoing as are reasonably

necessary or proper for the construction, repair or rebuilding authorized hereunder and except that each party shall have the right, upon advice of counsel, to erect barricades or chains for the purpose of denying access to the Common Areas on its Parcel in order to avoid the possibility of dedicating the same for public use or creating prescriptive rights therein.

(v) All signs installed and maintained within the Dayton-Hudson Parcel or Retained Parcel #1 and Retained Parcel #2 shall conform to the sign criteria attached hereto as Exhibit C and made a part hereof.

(vi) No charge shall be collected for parking on the Dayton-Hudson Parcel or the Retained Parcels without the prior written consent of the parties and each party shall use its best efforts to require its agents and employees, its tenants and concessionaires and their agents and employees, to park their respective vehicles in or on such parking areas on their respective Parcel and, in any event, to prohibit their agents and employees, their tenants or concessionaires and their agents and employees, from parking on any portion of the Shopping Center.

(vii) Developer agrees that Retained Parcel #1 and Retained Parcel #2 and all buildings and improvements erected thereon shall be used for retail, financial, commercial, office or other uses typically found in regional shopping centers, but shall not be used for the following:

(a) Laundry/dry cleaning, laundromat.

(b) Automobile sale, leasing, display or repair.

(c) Bowling alley, skating rink, theatre.

(d) Car wash or fuel dispensing facility.

(e) Veterinary hospital.

(f) Mortuary.

(g) Adult book store.

(h) Trailer rental.

(i) Bar or tavern but this shall not preclude a restaurant serving beverages incidental to the sale of food.

(viii) Dayton-Hudson agrees to cause the Target Store to be constructed by it upon the Dayton-Hudson Parcel to be initially opened under the name "Target" and further agrees that if it shall, at any time following opening, elect not to continue to operate such improvements for a general merchandise store, Developer shall have the option to purchase the Dayton-Hudson Parcel and the improvements thereon upon such terms and for such purchase price as is set forth in that certain Supplement to Easement, Restriction and Maintenance Agreement by and between Developer and Dayton-Hudson of even date herewith.

(ix) Dayton-Hudson and Developer each agree that any right which might exist on behalf of either Dayton-Hudson or Developer to cause the Dayton-Hudson Parcel or either or both of the Retained Parcels to be added to the Shopping Center pursuant to Paragraph 18 of the Operating Agreement shall not be exercised by them so long as any building improvements located on either the Dayton-Hudson Parcel or the Retained Parcel shall be open and operating.

6. Maintenance and Lighting of Common Areas. Subject to the provisions of this Paragraph 6, Dayton-Hudson

as to the Dayton-Hudson Parcel and Developer as to the Retained Parcels shall each, at its own expense, keep and maintain all buildings, improvements and Common Areas on its respective Parcel(s) in good order and condition and state of repair, including, without limitation, keeping all Common Areas at all times in a clean, unlittered, orderly and sanitary condition; promptly removing to the extent practicable, snow, ice and surface waters; keeping all marking and directional signs on the Common Areas clear, distinct and legible; repairing, replacing and renewing all Common Area lighting as may be necessary; and planting, caring for and replanting all landscaped portions of the Common Areas. Notwithstanding the foregoing, from and after the date that the Target Store, at least one department store and the Enclosed Mall and Mall Stores within the Shopping Center are first open for business, Developer agrees to assume and perform "maintenance" of the Common Areas on the Dayton-Hudson Parcel for so long thereafter as Dayton-Hudson shall pay to Developer the amount specified for the providing of such service in the Supplement to Easement, Restriction and Maintenance Agreement of even date herewith. Dayton-Hudson shall be relieved of the foregoing obligations to perform "maintenance" to the extent that and for so long as Developer shall have assumed same in accordance with such Supplement to Easement, Restriction and Maintenance Agreement. Developer shall have no obligation to perform "maintenance" for Dayton-Hudson during any period that Dayton-Hudson shall not have agreed to pay Developer therefor and Dayton-Hudson shall not be relieved of the obligations provided for in this Paragraph 6 during such period. The parties agree that the foregoing obligations are intended to

be commensurate with and in satisfaction of the obligation of the owner of the Developer Additional Parcels (as that term is defined in the Operating Agreement and which term includes the Dayton-Hudson Parcel) to perform maintenance in accordance with Paragraph 15A of the Operating Agreement. Dayton-Hudson agrees that during any period when the Target Store is open for business and for reasonable periods after such business hours, Dayton-Hudson will, at its expense, keep all Common Areas on its Parcel lighted (to a minimum maintained standard of one foot candle at finish grade) and open to the public, but in no event shall Dayton-Hudson be obligated to light such Common Areas (except with respect to security lighting) later than 10:30 P.M. Dayton-Hudson further agrees that from and after the date that it shall open the Target Store for business, it will maintain security lighting for the Target Store seven (7) days during each week during the hours of darkness. The obligations specified in this Paragraph shall be subject to any applicable governmental regulations now or hereafter established which limit the use of energy or hours of operation.

7. Insurance and Indemnity.

A. Fire and Extended Coverage Insurance. Dayton-Hudson agrees that at all times commencing with the start of construction on the Dayton-Hudson Parcel and continuing thereafter until the expiration five (5) years following the opening for business of the Target Store, to keep the Target Store and other improvements on the Dayton-Hudson Parcel insured, at its expense, against loss or damage by fire and such other risks as are from time to time included in "extended coverage" endorsements in Racine County, Wisconsin which

shall be in an amount and upon terms sufficient to restore or replace the same with a building of the same general appearance and condition as existed immediately prior to such damage or destruction and containing at least the minimum number of square feet of Floor Area as originally constructed in the Target Store provided, however, that the cost of footings and foundations may be excluded from the amount of insurance to be maintained.

B. Liability Insurance. Dayton-Hudson and Developer each agree that commencing with the start of construction of improvements on its respective Parcel(s) (Dayton-Hudson as to the Dayton-Hudson Parcel and Developer as to the Retained Parcels) and at all times continuously thereafter until the expiration of the term of this Agreement, it will maintain public liability insurance against claims for personal injury or death and property damage occasioned by accident occuring on its respective Parcels, such insurance in each case to afford protection to the limit of not less than One Million Dollars ($1,000,000.00) with respect to personal injury or death to any one person, to the limit of not less than Three Million Dollars ($3,000,000.00) with respect to injury or death to any number of persons arising out of any one occurrence and to the limit of not less than One Million Dollars ($1,000,000.00) with respect to any instance of property damage.

C. Indemnification. Dayton-Hudson and Developer each hereby agrees, on behalf of itself and its respective successors and assigns, that commencing with the start of construction of the improvements to be erected on its respective Parcels (Dayton-Hudson as to the Dayton-Hudson Parcel

and Developer as to the Retained Parcels) and at all times and continuously thereafter until the expiration of the term of this Agreement, it will defend, indemnify and save the other harmless from and against claims, loss, cost, expense or liability on account of personal injury or death and property damage, or any of them, occurring on or about the Dayton-Hudson Parcel, Retained Parcel #1, Retained Parcel #2 or the Shopping Center occassioned by any act or omission on its part or on the part of its agents, contractors and employees, unless caused in whole or in part by the act or omission of the other or its agents, contractors or employees. Dayton-Hudson and Developer each further agrees to maintain contractual liability insurance insuring its obligations set forth in the preceding sentence during the term hereof. The indemnification provisions of this Paragraph 7C shall survive the termination of this Agreement.

D. Types of Policies and Self-Insurance. All insurance provided for in this Paragraph 7 shall be effected under valid and enforceable policies issued by insurers of recognized responsibility; provided, however, either party hereto whose net worth exceeds One Hundred Million Dollars ($100,000,000.00) (or the net worth of the party guaranteeing such party's obligations hereto or the lessee of either party's Parcel(s) obligated under its lease to perform such party's obligation hereunder exceeds One Hundred Million Dollars [$100,000,000.00]) as determined in accordance with sound accounting principles, shall not be required to maintain the insurance required hereby but may elect to be a self-insurer in whole or in part or may elect to carry such insurance to lesser limits provided further, however, the

foregoing shall in no way affect such party's indemnity under Paragraph 7C above. Any insurance required to be maintained hereunder may be taken out under a blanket insurance policy or policies covering other premises, property or insureds in addition to its parcel.

8. Damage and Restoration. In the event any building or other improvements within the Dayton-Hudson Parcel, Retained Parcel #1 or Retained Parcel #2 is damaged or destroyed by any casualty, the owner of the Parcel on which such damage or destruction occurred shall elect, by giving written notice to the other within three (3) months following the occurrence of such damage or destruction of its election (i) to rebuild, replace or restore the building or improvements so damaged, or (ii) to raze said building and promptly restore the ground thereunder by the addition of parking facilities and/or landscaping thereon, or (iii) in the case of Retained Parcel #1 or Retained Parcel #2, to construct a new building for any use permitted by the terms of this Agreement. In the event that either party shall elect to so raze the buildings or improvements so damaged, such party shall maintain its Parcel in a sightly condition during the remainder of the term of this Agreement. In the event that a party shall elect to rebuild, replace or restore pursuant to this Paragraph 8, such repairs or restoration shall be commenced within nine (9) months and completed and ready for occupancy within eighteen (18) months after such damage or destruction. The razing of any buildings which such owner shall elect to raze pursuant to this Paragraph 8 shall be commenced within six (6) months and such razing shall be completed and such ground so improved with parking and

landscaping within twelve (12) months after such damage or destruction occurs.

9. Miscellaneous.

A. Supplemental Instruments. The parties shall each join in the execution of a written instrument or instruments in recordable form and cause the same to be filed for record, from time to time upon the request of either party hereto, for the purpose of evidencing (i) the Floor Area within each of the buildings on its respective Parcel, (ii) the date when the improvements on the Dayton-Hudson Parcel open for business, and (iii) the date of expiration of the various restrictions, easements and covenants contained herein.

B. No Joint Venture. Nothing contained in this Agreement shall be construed to make the parties hereto, or their successors or assigns, partners or joint venturers or to render any of said parties liable for the debts or obligations of the other, except as in this Agreement expressly provided.

C. Waiver. No delay or omission by either party hereto, or their successors or assigns, to exercise any right or power accruing upon any non-compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto, or its successors or assigns, of any of the covenants, conditions or agreements hereof to be performed by another shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement herein contained.

D. Notices. Any notice, approval, request or demand required by or permitted under this Agreement shall be in writing and shall be deemed given:

(i) if to Developer, when deposited in United States Post Office, certified mail, return receipt requested, postage prepaid and addressed as follows:

Racine Joint Venture
25425 Center Ridge Road
Cleveland, Ohio 44145

Attention: Mr. Richard E. Jacobs

(ii) if to Dayton-Hudson, when deposited in United States Post Office, certified mail, return receipt requested, ~~post~~ prepaid and addressed as follows:

Dayton-Hudson Corporation
Target Store Division
777 Nicollet Mall
Minneapolis, Minnesota 45402

Attention: Real Estate Property Administration

With a copy to:

Dayton-Hudson Corporation
777 Nicollet Mall
Minneapolis, Minnesota 45402

Attention: Real Estate Property Administration

or to such other address as the owner of a Parcel may from time to time specify in writing to the other owner(s).

E. Headings. The Paragraph and subparagraph headings herein are for convenience and reference only and in no way define or limit the scope and content of this Agreement or in any way affect its provisions.

F. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

G. Partial Invalidity. In any provisions, or portions thereof, of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision, or portion thereof, to any other persons or circumstances shall not be affected thereby and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

H. Agreements to be in Writing. No agreements shall be effective to add to, change, modify, waive or discharge this Agreement, in whole or in part, unless such Agreement is in writing and signed by the parties to be bound.

I. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all counterparts shall together constitute one and the same instrument.

J. Restriction Upon Transfer of Title. Dayton-Hudson agrees not to transfer fee title to all or any portion of the Dayton-Hudson Parcel until such time as Dayton-Hudson has substantially completed construction of the improvements to be constructed by it in accordance with Paragraph 2A hereof and has opened the same for business, or until January 1, 1987, whichever shall first occur, except by way of an intercorporate transfer to a subsidiary or affiliate or a transfer by way of mortgage deed, deed of trust, sale and leaseback or other financing arrangement requiring the transfer of any interest thereunder in connection with such financing of the improvements to be constructed on the Dayton-Hudson Parcel. Any transfer of fee title to the Dayton-Hudson Parcel following

the opening of the Target Store for business other than an inter-corporate transfer or a transfer in connection with a financing arrangement requiring the transfer of an interest therein, shall be subject to the right of Developer to repurchase the Dayton-Hudson Parcel as provided for in the Supplement to Easement, Restriction and Maintenance Agreement of even date herewith.

K. Limitation of Liability. Dayton-Hudson agrees that in the event that Developer fails to observe, fulfill or perform any covenant, term or condition of this Agreement on its part to be observed, fulfilled or performed and, as a consequence of such default, Dayton-Hudson recovers a money judgment against Developer, such judgment shall be satisfied (subject to the rights of any mortgagee, its successors or assigns, whose lien predates the filing of the complaint which results in such judgment), only out of the proceeds of sale received upon execution of such judgment and levy thereon against the right, title and interest of Developer in the Developer Parcel and in Retained Parcel #1 and/or Retained Parcel #2 and out of rents or other income from such property received by Developer or out of the consideration received by Developer for the sale or other disposition of all or any part of Developer's right, title and interest in such Parcels and none of the members of the partnership referred to herein as Developer shall be liable for any deficiency. Notwithstanding anything herein to the contrary, in the event that there shall be diversity of ownership of the Developer Parcel, Retained Parcel #1 and Retained Parcel #2, default by any owner of any of such Parcels or a violation or breach of any covenant or obligation by the owner of

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any other such Parcel(s) with respect thereto shall not be deemed a default by the then owner of the other Parcel(s). If Dayton-Hudson shall obtain a judgment that shall entitle it to assert a lien as a result of any such default by the owner of any such Parcels, such lien shall be asserted only against the Parcel of the defaulting owner.

L. Release of Liability Following Transfer of Title. The obligations set forth in this Agreement shall not be deemed to be personal to or binding upon either party hereto with respect to its Parcel(s) described herein, or any portion thereof, transferred in fee by such party provided such transferee of title has expressly assumed in writing all of the obligations to be performed by such party hereunder with respect to the Parcel(s) or portions thereof so transferred and provided, further, that no such transfer shall relieve either party of liability for any breach of the terms, provisions or conditions of this Agreement occurring prior to such transfer. The transferee in any sale, transfer or other conveyance of either party's Parcel(s), or any portion hereof, shall, by its acceptance of an instrument of conveyance, be deemed to have automatically assumed all provisions of this Agreement that such party was heretofore obligated to perform as respects the Parcel(s) or part thereof so conveyed and agrees, upon request from the other party hereto to execute an instrument, in recordable form, which is legally sufficient evidence of such assumption. In addition, if any party transfers an interest in all or any portion of its Parcel(s) to secure indebtedness by way of mortgage, deed of trust or in connection with a sale/leaseback or lease/sub-leaseback transaction, such party or any affiliate retains or

acquires a possessory interest by way of lease or otherwise on the Parcel or portion thereof so transferred, then so long as such party has such possessory interest, the owner of fee simple title to the Parcel of such party or portion thereof in the case of a sale/leaseback financing transaction or the holder of such mortgage or deed of trust, as the case may be, shall not be deemed to have assumed the obligations of such party, it being agreed that such party shall remain liable for the performance thereof and that performance by such party of such obligation shall be deemed a peformance by such owner, lessee or holder, as the case may be, and shall be acceptable to the other party with the same force and effect as if performed by such owner, lessee or holder, as the case may be.

M. Covenants Running with the Land. All of the easements, restrictions, covenants and agreements set forth in this Agreement are intended to be and shall be construed as covenants (and not conditions) running with the land, binding upon, inuring to the benefit of and enforceable by the parties hereto and their respective successors and assigns for and during the respective terms set forth herein, and at the end of such terms or upon the termination of perpetual easements pursuant to Paragraph 90 below, the respective Parcels shall be free from the burden thereof.

N. Real Estate Taxes. Dayton-Hudson as to the Dayton-Hudson Parcel and Developer as to the Developer Parcel and Retained Parcels, each agree that they will pay as the same become due, all real estate taxes and assessments, both general and special, which are levied or assessed against their respective Parcels; provided, however, that nothing

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herein contained shall be deemed to limit the right of such owner to contest, in good faith, the validity of any such taxes or assessments by appropriate proceedings.

O. Exhibits. The Exhibits mentioned herein may be initialled by the duly authorized officers, agents or attorneys of the parties hereto for identification and are hereby incorporated herein by reference and made a part hereof as fully as if set forth in full herein.

P. Unavoidable Delays. Notwithstanding anything contained in 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 acts of God, fire, earthquake, flood, explosion, actions of the elements, war, riots, mob violence, inability to procure or a general shortage of labor, equipment, facilities, materials or supplies in the open market, failure of transportation, strikes, lockouts, actions of labor unions, condemnation, court orders, laws or orders of governmental or military authorities or any other cause, whether similar or dissimlar to the foregoing, not within the control of such party (other than the lack of or inability to procure monies to fulfill its commitments and obligations under this Agreement).

Q. Termination of Perpetual Easements. The perpetual easements provided for in Paragraph 3A(2) and Paragraph 4 of this Agreement shall terminate if such easement or easements shall not have been used for a period of two (2) years after written notice of such non-use shall have been given by the then record owner of the fee of the Parcel burdened by such easements and shall have actually

been received by the then record owner of the Parcel(s) benefitted by such easement(s); provided, however, if the record owner of the fee of such Parcel benefitted by such easements should, within two (2) years following the receipt of said notice, again use such easements and notify, in writing, the owner of the fee of the Parcel burdened with such easements, then such easements shall not be terminated as herein provided. The aforesaid notice from the record owner of the Parcel burdened with easements shall not be valid unless it states the address to which notices to that owner may be mailed.

R. Estoppel Certificates. Dayton-Hudson and Developer each agrees that at any time and from time to time, upon request in writing from the other to execute, acknowledge and deliver the requesting party, or to such party's mortgagee or financial institution a statement in writing in form and substance reasonably satisfactory to the requesting and responding parties, certifying to the best of the knowledge of the party so certifying, to all or any part of the following information as such party shall request: that this Agreement is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modification); there is no default under this Agreement by the requesting party or the other party, or if there is a default, the nature thereof; and that there are no offsets under this Agreement which the responding party has against the requesting party, or if there is an offset, the nature and amount thereof. Each party agrees that requests for certificates made pusuant to this Paragraph 9(R) will not be frivolously made.

10. Term. The term of this Agreement shall

commence upon the date of filing this instrument for record with the Register of Deeds of Racine County, Wisconsin and, except as otherwise hereinbefore specifically provided and unless mutually terminated by the parties in interest, shall continue until fifty-five (55) years after the earlier of (i) January 1, 1983, (ii) the date that any two parties to the Operating Agreement shall have opened the improvements to be constructed within the Shopping Center pursuant to Paragraphs 2A, 3A, 4A, 5A and 6A thereof, respectively, or (iii) the date that Dayton-Hudson shall open the Target Store for business. The parties each hereby expressly agrees, on behalf of itself and its successors and assigns, that any provisions of law or equity to the contrary notwithstanding, in the event of any default hereunder which is not cured within any time hereinbefore specified, it shall not terminate this Agreement nor its obligations under this Agreement, nor terminate the rights of any other parties hereto with respect to its Parcel nor withhold the benefits of this Agreement of the other party by reason of any default by reason of such party, it being the express understanding of the parties hereto that this Agreement shall continue in effect throughout its term notwithstanding any default by any party hereto.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above mentioned.

WITNESSES:

RACINE JOINT VENTURE

By _____
Richard E. Jacobs
General Partner

By _____
David H. Jacobs
General Partner

DAYTON-HUDSON CORPORATION

Stephanie J. Lindberg

By _____
Senior Vice President
Kenneth A. Macke

Karen Bevis

Attest _____
Ass't. Secretary
William P. Hise

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STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, a Notary Public in and for said County and State, personally appeared the above named R. E. Jacobs and David H. Jacobs, to me known to be the persons who executed the within and foregoing instrument, who acknowledged that they were duly authorized to execute such instrument on behalf of RACINE JOINT VENTURE, that they did execute said instrument on behalf of said partnership and that the same is their free and voluntary act and deed as partners of said partnership and is the free and voluntary act and deed of said partnership for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Cleveland, Ohio, this 11th day of June, 1980.

David W. Pancoast
Notary Public

DAVID W. PANCOAST, Attorney At Law
Notary Public - State of Ohio
My commission has no expiration date,
Section 147.03 R.C.

STATE OF MINNESOTA)
) SS:
COUNTY OF HENNEPIN)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Kenneth A. Macke and William P. Hise, known to me to be the Senior Vice President and Assistant Secretary, respectively, of DAYTON-HUDSON CORPORATION, the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Minneapolis, Minnesota this 9th day of July, 1980.

Barbara E. Osborn
Notary Public

BARBARA E. OSBORN
NOTARY PUBLIC — MINNESOTA
HENNEPIN COUNTY
MY COMMISSION EXPIRES May 16, 1985

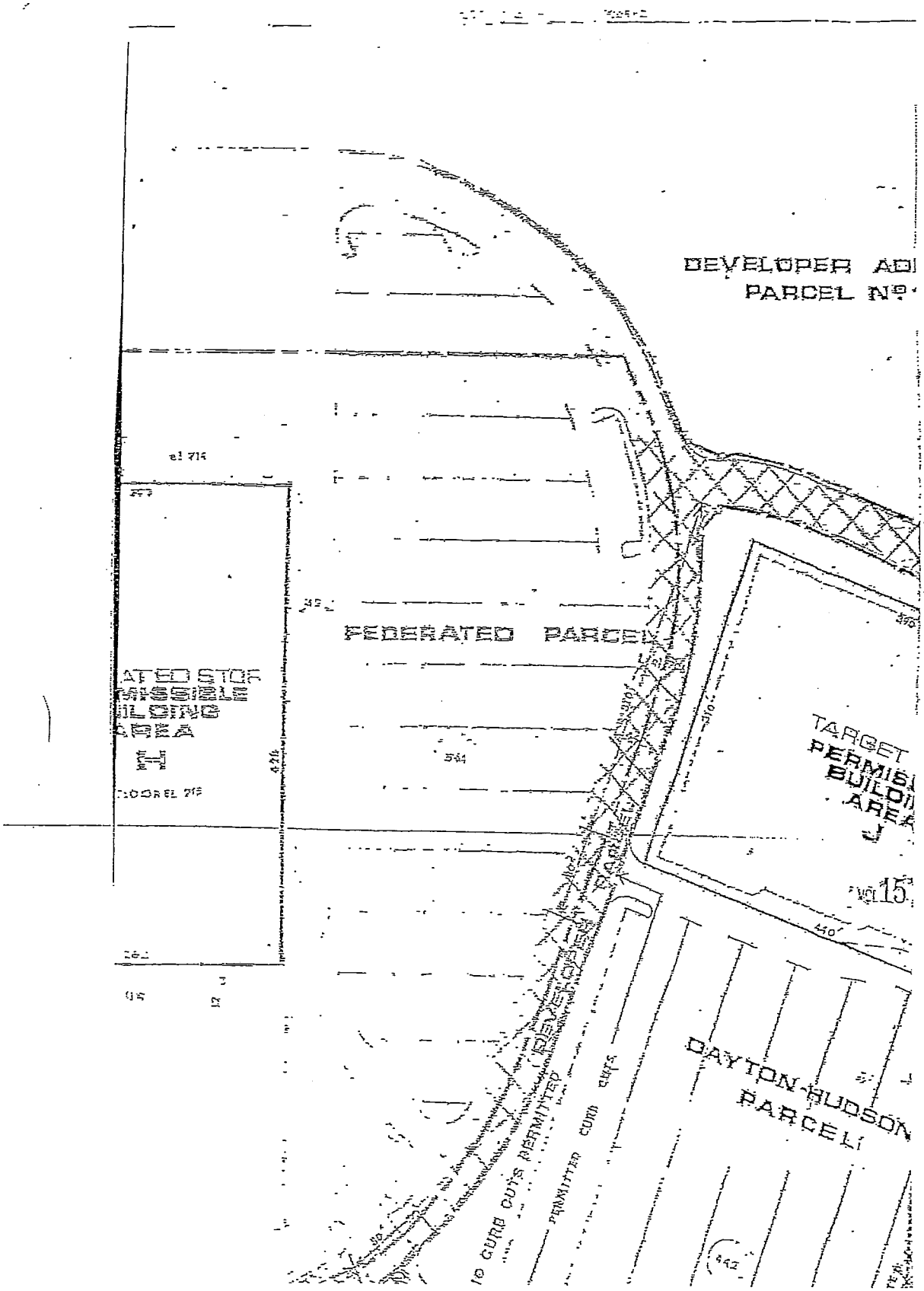
This Instrument Prepared By:

David W. Pancoast, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145

VOL 1570 PAGE 565

VOL 1570 PAGE 566
DEVELOPER PARCEL
BUILDING AREA A
BUILDING AREA B
BUILDING AREA C
BUILDING AREA D
BUILDING AREA E
BUILDING AREA F
DEVELOPER PARCEL

DEVELOPED PARCEL
1570 PAGE 367


DEVELOPER ADI
PARCEL Nº
FEDERATED PARCEL
TARGET
PERMISS
BUILDI
AREA
J
DAYTON-HUDSON
PARCEL
10 CURB CUTS PERMITTED
PERMITTED CURB CUTS
440'

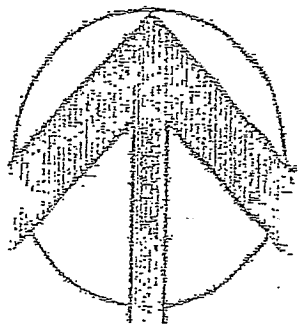
VELOPER ADDITIONAL
PARCEL N.P.M.
TARGET STORE
PERMISSIBLE
BUILDING
AREA
VOL 1576 PAGE 569
THEATER SETBACK LINE
LAYTON-HUDSON
PARCEL
NO CURB CUTS PERMITTED
PERMISSIBLE
BUILDING
AREA

VOL 1570 PAGE 570

FRINGE LAND PARCEL No 2

PYLON SIGN LOCATION

SIGNALIZED INTERSECTION



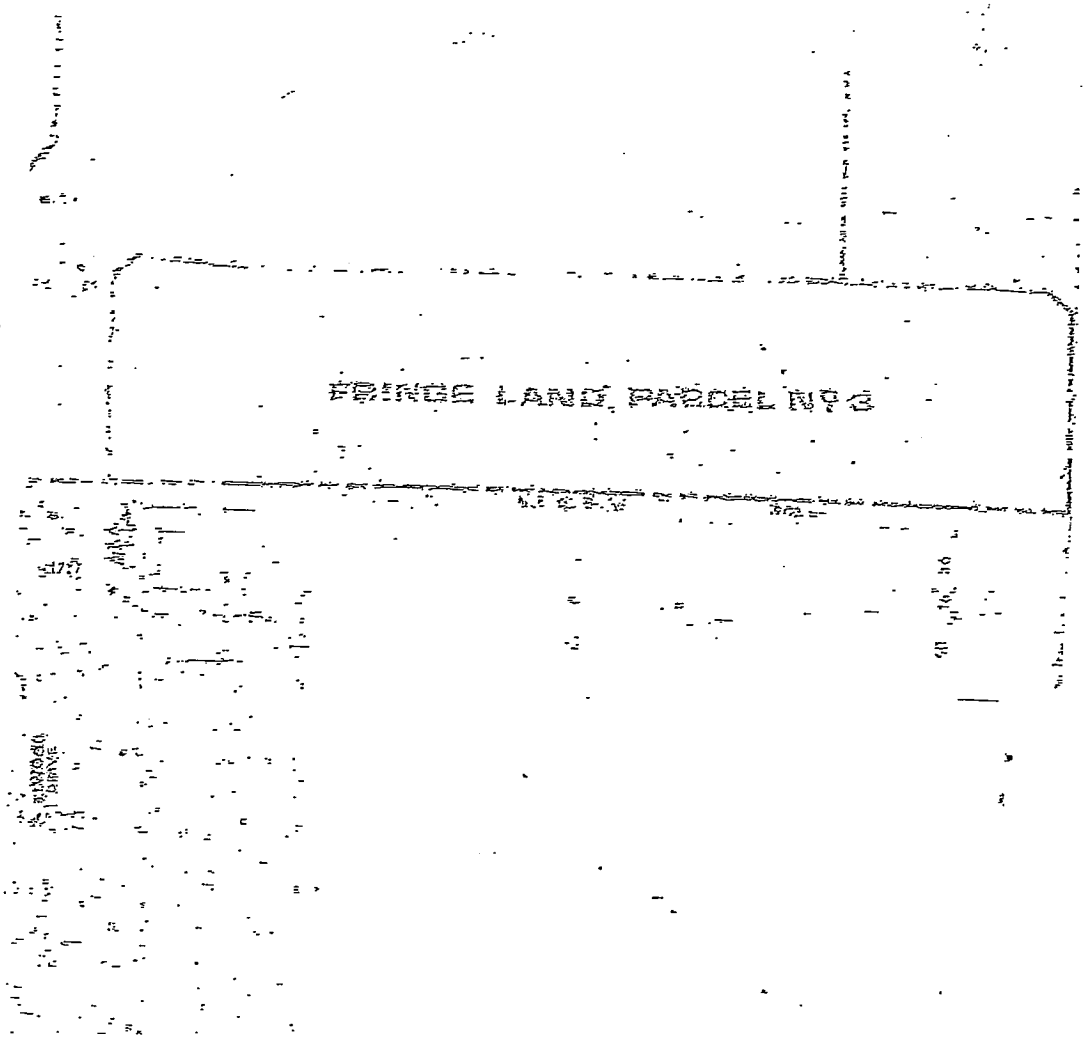
SCALE : 1" = 100'

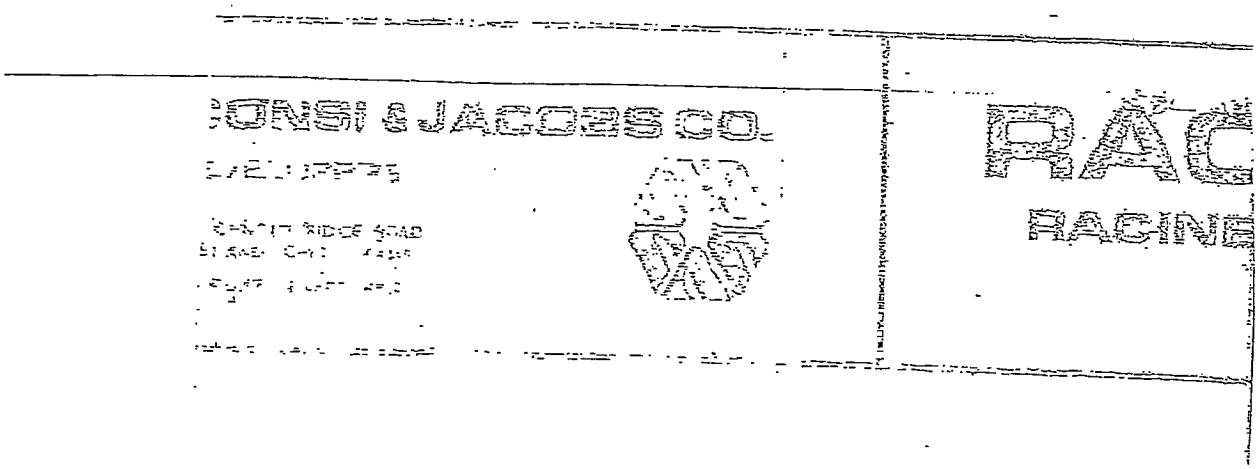
EXHIBIT - A

JACOBS VISCONSI &

DEVELOPERS

25425 CENTER RIDGE ROA
CLEVELAND, OHIO 441
AREA CODE 216- 871 4


BRINER LAND PARCEL NO 2


PAC
PACIFIC

BERGNER PARCEL

VOL 1570 PAGE 572

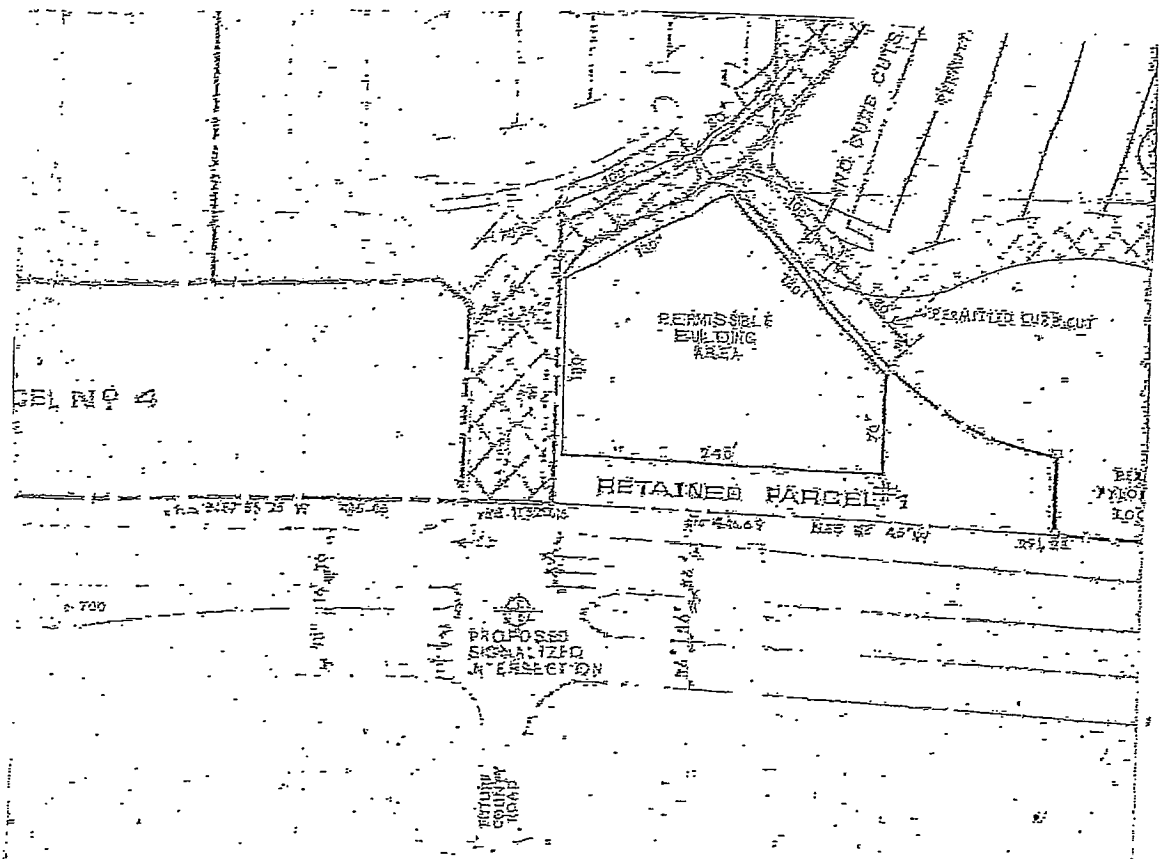
FRINGE LAND PARCEL No 4

DURAND AVE

el 700

CINE MALL

WISC.



NOTE:
AS USED IN THE EASEMENT, RESTRICTION AND MAINTENANCE AGREEMENT TO WHICH THIS EXHIBIT IS ATTACHED AND IN THE EASEMENT, RESTRICTION AND OPERATING AGREEMENT THEREIN REFERRED TO, DEVELOPER ADDITIONAL PARCEL No. 2 IS COMPRISED OF THE DAYTON-HUDSON PARCEL, RETAINED PARCEL #1 AND RETAINED PARCEL #2.

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DAYTON - HUDSON
SITE PLAN

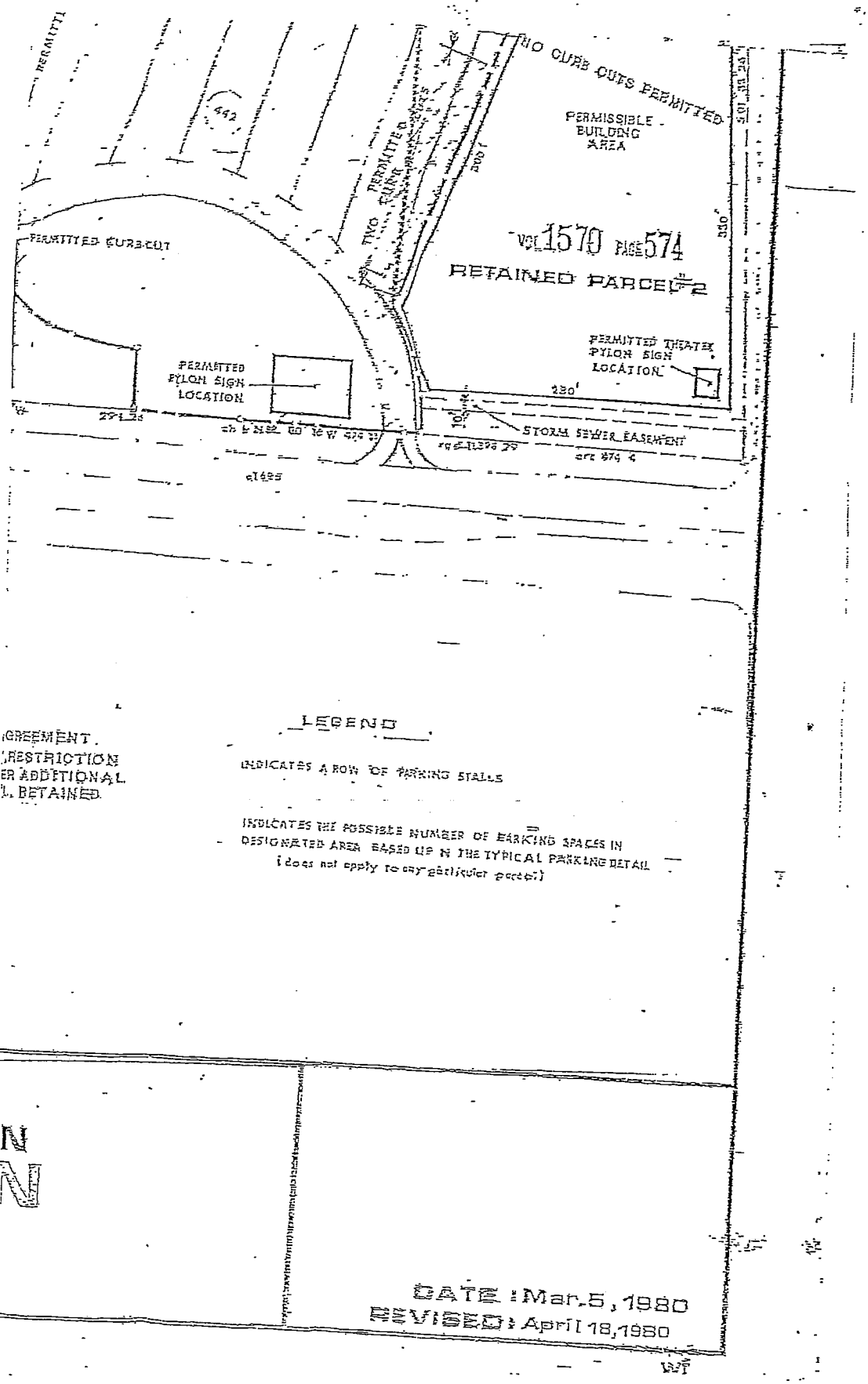
NO CURB CUTS PERMITTED
PERMISSIBLE BUILDING AREA
VOL 1579 PAGE 574
RETAINED PARCEL 2
PERMITTED CURB CUT
PERMITTED PYLON SIGN LOCATION
PERMITTED THEATER PYLON SIGN LOCATION
STORM SEWER EASEMENT
330'
280'
291.26'
LEGEND
INDICATES A ROW OF PARKING STALLS
INDICATES THE POSSIBLE NUMBER OF PARKING SPACES IN DESIGNATED AREA BASED UP N THE TYPICAL PARKING DETAIL
(does not apply to any particular parcel)
DATE: Mar. 5, 1980
REVISED: April 18, 1980

EXHIBIT B-1

DAYTON-HUDSON PARCEL

Being known as that part of the Southeast 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of the Southeast 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 104.22 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N03°11'14"E 58.55 feet; thence along the arc of a 175.00 foot radius curve, concave to the north, having a chord length of 127.65 feet bearing N65°25'26"W, thence, N44°02'04"W, 165.36 feet to a point of curve, thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 37.09 feet bearing N82°13'07"W, thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 294.39 feet bearing N40°16'53"E; thence, N20°57'56"E, 315.61 feet to a point of curve; thence along the arc of a 360.00 foot radius curve, concave to the west, having a chord length of 128.71 feet bearing N10°40'06"E to a point of reverse curve; thence along the arc of a 30.00 foot radius, concave to the east, having a chord length of 43.58 feet bearing N46°57'04"E, thence along the arc of a 300.00 foot radius curve, concave to the south, having a chord length of 103.73 feet bearing S76°30'43"E; thence S66°33'26"E, 282.82 feet to a point of curve; thence along the arc of a 240.00 foot radius curve, concave to the north, having a chord length of 77.66 feet bearing S75°52'01"E, to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 40.00 feet bearing S43°22'19"E; thence S01°33'26"E, 365.89 feet; thence S88°26'34"W, 66.00 feet; thence along the arc of a 300.00 foot radius curve, concave to the north, having a chord length of 142.20 feet bearing N77°50'51"W; thence S22°02'24"W, 309.41 feet; thence, S47°36'50"W, 11.49 feet; thence along the arc of a 150.00 foot radius curve, concave to the west, having a chord length of 115.00 feet bearing S19°50'45"E, to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,398.29 foot radius curve, concave to the north, having a chord length of 173.07 feet bearing N87°14'52"W; thence, N86°48'46"W, 104.22 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 9.888 acres to be the same more or less.

EXHIBIT B-2

RETAINED PARCEL #1

Being known as that part of the Southeast 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of said Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 104.22 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N86°48'46"W, 187.06 feet to a point of curve; thence along the arc of a 11,520.16 foot radius curve, concave to the south, having a chord length of 183.30 feet bearing N87°16'07"W; thence, N00°57'56"E, 150.77 feet to a point of curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 34.55 feet bearing N36°07'34"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the north, having a chord length of 90.61 feet bearing N65°26'28"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 37.09 feet bearing S82°13'07"E; thence S44°02'04"E, 165.36 feet to a point of curve; thence along the arc of a 175.00 foot radius curve, concave to the north, having a chord length of 127.65 feet bearing S65°25'26"E; thence, S03°11'14"W, 58.55 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 1.268 acres to be the same more or less.

EXHIBIT B-3

RETAINED PARCEL #2

Being known as that part of the Southeast 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southwest corner of the Southeast 1/4 of said Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°26'22"W, 301.05 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence along the arc of a 150.00 foot radius curve, concave to the west, having a chord length of 115.00 feet bearing N19°50'45"W; thence, N47°36'50"E; 11.49 feet; thence, N22°02'24"E, 309.41 feet; thence along the arc of a 300.00 foot radius curve, concave to the north, having a chord length of 142.20 feet bearing S77°50'51"E; thence, N88°26'34"E, 66.00 feet; thence, S01°33'26"E, 382.91 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence along the arc of an 11,398.29 foot radius curve, concave to the north, having a chord length of 301.05 feet bearing N88°26'22"W TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 2.505 acres to be the same more or less.

EXHIBIT C

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SIGN CRITERIA

A. There shall be no flashing, rotating or moving signs or markers of any type.

B. There shall be no signs painted on the exterior masonry surface of any building.

C. There shall be no roof-top signs.

D. All signs must be (i) approximately flush with the building wall, including any penthouse wall, to which they are affixed and (ii) of a size that is architecturally and aesthetically harmonious with the building to which the sign(s) is affixed.

E. No freestanding pylon signs shall be permitted except at the location shown on Exhibit A.

1076199

Register's Office
Racine County, Wis. } ss
Received for Record 30th day of
July A.D., 1980 at 2:48
o'clock P. M. and recorded in Volume 1570
of Records on page 535-
578

Stanley F. Bialecki
Register of Deeds

$5.00

RETURN TO: Atty LAPOTKA, JR.

1080259

1581.440

Oct. 7, 1980

ELECTRIC EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) in hand paid to it, the receipt whereof is hereby acknowledged, J. C. PENNEY PROPERTIES, INC., a Delaware corporation, Grantor does hereby convey unto

WISCONSIN ELECTRIC POWER COMPANY

Grantee, its successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace conduit and cables underground, together with manholes and other appurtenant equipment; also the right to construct, install, operate, maintain and replace an electric pad-mounted transformer, together with a concrete slab and other necessary and usual appurtenant equipment above ground as shown on the attached Exhibit A, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, upon, across, within and beneath tracts of land fifteen feet (15') in width being part of the Grantor's premises in the Southwest One-quarter (SW 1/4) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, City of Racine, Racine County, Wisconsin, as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof, and more fully described on Exhibit "B", attached hereto and made a part hereof, said tracts hereinafter referred to as the Easement Parcel.

The Grantor reserves all uses of the Easement Parcel not inconsistent with this grant, but no buildings or other structures shall be erected or placed on said Easement Parcel by Grantor without the prior written consent of Grantee,

which consent shall not be unreasonably withheld or delayed. The retained rights of the Grantor shall include, but not be limited to, the right to pave over (with such materials as Grantor sees fit) and install curbs, landscaping, sidewalks and gutters, on or over any portions of the Easement Parcel; provided, however, that Grantor will not lower the level of the subgrade within the Easement Parcel by more than four inches (4") without the written consent of Grantee.

Access to the Easement Parcel over the adjoining lands of the Grantor, where necessary, is hereby granted to the Grantee herein, provided, however, that wherever said electric lines and any necessary appurtenances thereto, as hereinbefore described, are reasonably accessible from an adjoining public street or highway, the access shall be from such street or highway and provided, further, that Grantor shall have the right to reasonably designate the area for access to be used by Grantee.

By its acceptance of the within Easement, which acceptance shall be evidenced by the filing of same for record or by use by Grantee of the rights under this Easement, the Grantee covenants and agrees that it will restore the density of subsurface materials and the surface grade to the extent that it may be disturbed during installation of said electric lines and appurtenances, and further agrees that it will perform, at its sole cost, all maintenance, repairs, replacement and restoration of any of the said lines and appurtenances installed within the Easement Parcel necessary to keep the same in good order, and will repair any surface or subsurface improvements damaged or disturbed during the course of any such maintenance, repairs or replacement. This restoration obligation does not apply to the initial installation of said underground and/or above ground electric facilities. The Grantee covenants to undertake any

such maintenance, repairs, replacement and restoration in a manner and at such times so as to minimize interruptions in Grantor's business operations to the extent reasonably possible.

In consideration of the foregoing grant, it is further understood that during the time said electrical facilities are located on the Easement Parcel pursuant to this grant, Grantee will indemnify and save the Grantor, its successors and assigns, harmless from any and all claims for injury to or death of any person or for damages to property of any person arising out of the construction, installation, operation, repair, maintenance and replacement of the aforesaid facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors, assigns, employees and agents.

The rights of the Grantee in the Easement Parcel shall be exclusive as to those portions of the Easement Parcel within which said electric facilities shall be installed. Grantee, by its acceptance of this Easement, acknowledges that Grantor may grant additional easement rights contiguous to or across or within portions of the Easement Parcel for the installation, operation, maintenance, repair and restoration of gas lines, sewer lines, water lines and other utilities, so long as such further easement rights do not interfere with Grantee's use of the Easement Parcel. Grantee agrees that it will coordinate its planning and the location or relocation of its facilities with said other utilities and public bodies.

Grantee further agrees by its acceptance of the within Easement that it will, upon written request of Grantor,

move and relocate all or a portion of the electric lines and appurtenances installed within the Easement Parcel to a location requested by Grantor, provided that Grantor will reimburse Grantee for any cost or expense incurred in such relocation and will grant all necessary easement rights required for the construction and maintenance of such relocated facilities.

The Easement granted herein shall continue for so long as electric service shall be provided by the electric facilities to be installed within the Easement Parcel and in the event that Grantee shall abandon or cease to use the lines and the appurtenances thereto for a period of one (1) year this Easement shall thereupon terminate, and Grantee covenants and agrees to thereupon execute and deliver to Grantor such document(s) as may be requested by Grantor for the purpose of further evidencing the termination of the rights granted hereby.

This Easement shall not be binding upon Grantor until such time as a fully executed copy hereof shall have been delivered by Grantor to Grantee or to Grantee's duly authorized agent or representative.

Grantee agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be validly required from the Municipality, County, State or any other authorities having jurisdiction, before using the Easement Parcel for the purpose herein proposed and agrees to comply with and strictly observe any and all laws, rules, statutes and regulations of any such authorities.

Grantee covenants and agrees that it will not permit or suffer any lien to be put upon or arise or accrue

against the Easement Parcel or any part thereof in favor of any person or persons furnishing either labor or material in any work herein contemplated. Grantee further covenants and agrees to hold Grantor, and the Easement Parcel free from any and all liens, or rights or claims of lien which may or might accrue under or be based upon any mechanic's lien law, so called, of the State of Wisconsin now in force or hereafter to be enacted.

Grantee shall be responsible for all taxes, real or personal, general or special, which are now or may hereafter be imposed upon any improvements Grantee shall install within the Easement Parcel and shall, upon demand, reimburse Grantor for any such taxes which Grantor may be obligated to pay as owner of the fee to the Easement Parcel.

These presents shall be binding upon and inure to the benefit of the Grantor, its successors and assigns, and upon all parties claiming by, through or under it, and the same shall be binding upon and inure to the benefit of the Grantee herein, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of 25 day of July, 1980.

Witnesses:

Lucille Hixz

Rita Birzhalns
Rita Birzhalns

J. C. PENNEY PROPERTIES, INC.

By _____
A. H. Amon, Jr.
Vice President

By _____
Cornelius T. Dorans
Assistant Secretary

APPROVED
LEGAL
ATTORNEY

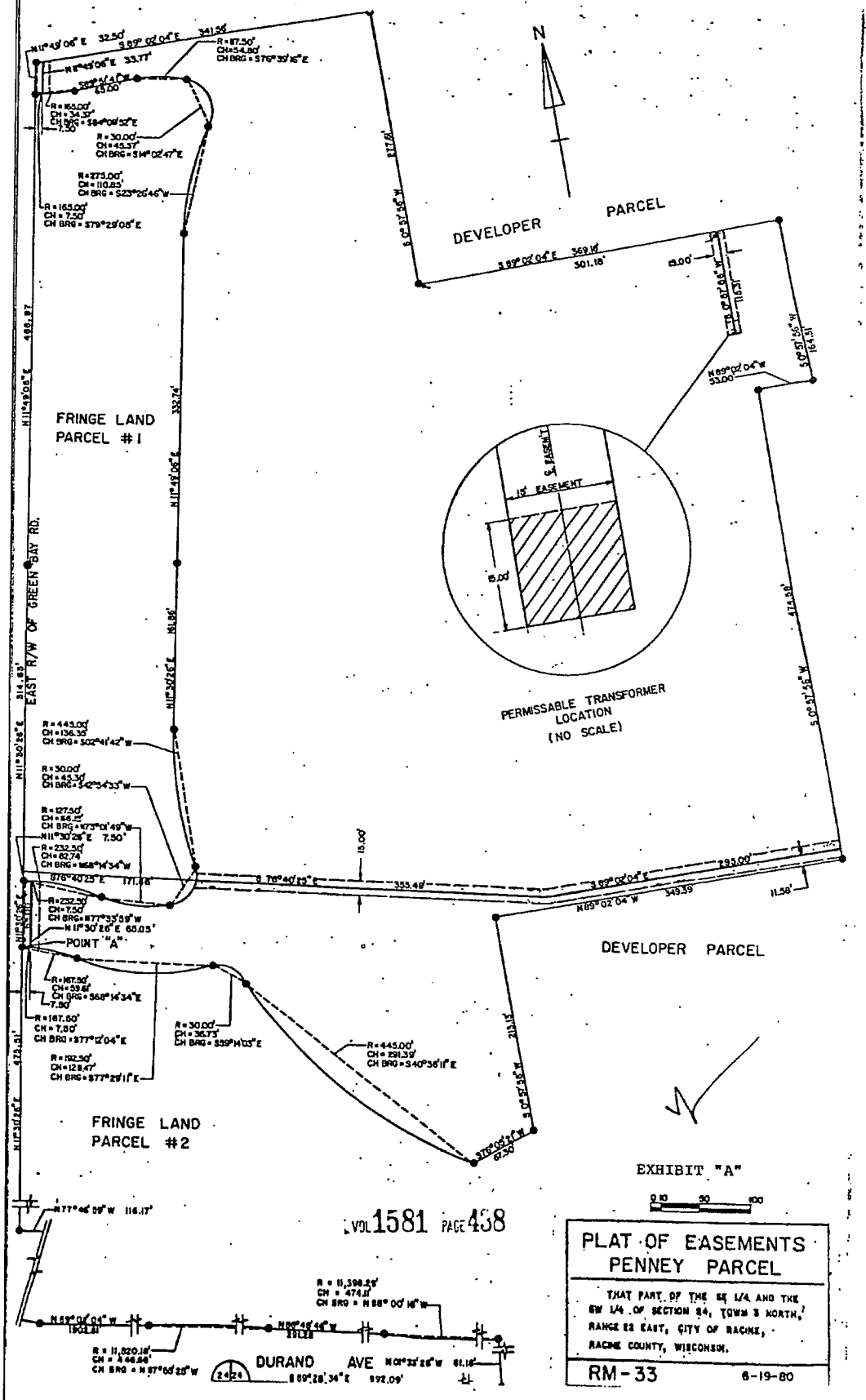
STATE OF New York)
) SS:
COUNTY OF New York.)

Personally came before me this 28th day of July, 1980, A. H. AMON, JR. and Cornelius T. Dorans of the above named corporation, J. C. PENNEY PROPERTIES, INC., known to me to be the persons who executed the foregoing instrument and to me known to be such Vice President and Assistant Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said corporation, by its authority.

DONNA M. HIRSCH
NOTARY PUBLIC, State of New York
No. 41-4525718
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1982

Donna M. Hirsch
Donna M. Hirsch Notary Public
My commission expires _____

This instrument was drafted by Robert C. Just on behalf of Wisconsin Electric Power Company.



VOL 1581 PAGE 458

PENNEY PARCEL

WISCONSIN ELECTRIC POWER COMPANY

15.00' EASEMENT

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 24; thence, S89°28'36"E along the south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W along the northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E along the easterly right-of-way line of State Trunk Highway 31, 475.51 feet, to a point which for the purposes of the following legal descriptions shall be known as point "A".

A strip of land fifteen (15) feet wide being seven point five (7.5) feet wide on either side of the centerlines more fully described as follows:

Commencing at the above described point "A"; thence, along the arc of a 167.50 foot radius curve concave to the south having a chord length of 7.50 feet bearing S77°12'04"E, TO THE POINT OF BEGINNING of the centerline to be described; thence, N11°30'26"E, 65.05 feet, to the end of the centerline being described.

Commencing at the above described point "A"; thence, N11°30'26"E, along the easterly right-of-way line of State Trunk Highway 31, 65.00 feet; thence, continuing N11°30'26"E, along the easterly right-of-way line of State Trunk Highway 31, 314.65 feet to a point; thence, N11°49'06"E, continuing along the easterly right-of-way line of State Trunk Highway 31, 466.97 feet; thence, along the arc of a 165.00 foot radius curve concave to the north, having a chord length of 7.50 feet bearing S79°29'08"E, TO THE POINT OF BEGINNING of the centerline to be described; thence, N11°49'06"E, 33.77 feet, to the end of the centerline being described.

Commencing at the above described point "A"; thence, N11°30'26"E, along the easterly right-of-way line of State Trunk Highway 31, 65.00 feet; thence, N11°30'26"E, continuing along the easterly right-of-way line of State Trunk Highway 31, 314.65 feet to a point; thence continuing along the easterly right-of-way line of State Trunk Highway 31, N11°49'06"E, 466.97 feet; thence, N11°49'06"E, 32.50 feet; thence, S89°02'04"E, 341.56 feet; thence, S00°57'56"W, 277.61 feet; thence, S89°02'04"E, 301.18 feet; TO THE POINT OF BEGINNING of the centerline to be described; thence, S00°57'56"W, 115.31 feet, to the end of the centerline being described.

EXHIBIT "B"

Commencing at the above described point "A"; thence, N11°30'26"E, along the easterly right-of-way line of State Trunk Highway 31, 65.00 feet; thence, N11°30'26"E, 7.50 feet; thence, S76°40'25"E, 171.66 feet; TO THE POINT OF BEGINNING of the centerline to be described; thence, S76°40'25"E, 353.49 feet; thence, S89°02'04"E, 295.00 feet, to the end of the centerline being described.

1080259

Register's Office
Racine County, Wis.
Received for Record 24th day of
October A.D. 1980 at 10:07
o'clock A. M. and recorded in Volume 1581
of Records on page 432-440

Stanley F. Bialecki
Register of Deeds

10.00

EXHIBIT "B"

1091027

1615-270

May 21, 1981

TELECABLE EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) in hand paid to it, the receipt whereof is hereby acknowledged, J. C. PENNEY PROPERTIES, INC., a Delaware corporation, Grantor, does hereby convey unto

RACINE TELECABLE CORPORATION

Grantee, its successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace conduit and cables underground within and beneath a tract or tracts of land ten feet (10') in width being part of the Grantor's premises in the Southwest One-quarter (SW 1/4) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, City of Racine, Racine County, Wisconsin, as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof, and more fully described on Exhibit "B", attached hereto and made a part hereof, said tracts hereinafter referred to as the Easement Parcel.

The Grantor reserves all uses of the Easement Parcel not inconsistent with this grant including, but not limited to, the right to pave over (with such materials as Grantor sees fit) and install curbs, landscaping, sidewalks and gutters, on or over any portions of the Easement Parcel.

Access to the Easement Parcel over the adjoining lands of the Grantor, where necessary, is hereby granted to the Grantee herein, provided, however, that wherever said telecable lines are reasonably accessible from an adjoining public street or highway, the access shall be from such street or highway and provided, further, that Grantor shall have the right to reasonably designate the area for access to be used by Grantee.

By its acceptance of the within Easement, which acceptance shall be evidenced by the filing of same for record or by use by Grantee of the rights under this Easement, the Grantee covenants and agrees that it will restore the density of subsurface materials and the surface grade to the extent that it may be disturbed during installation of said telecable lines and further agrees that it will perform, at its sole cost, all maintenance, repairs, replacement and restoration of any of the said lines installed within the Easement Parcel necessary to keep the same in good order, and will repair any surface or subsurface improvements damaged or disturbed during the course of any such maintenance, repairs or replacement. The Grantee covenants to undertake any such maintenance, repairs, replacement and restoration in a manner and at such times so as to minimize interruptions in Grantor's business operations to the extent reasonably possible.

In consideration of the foregoing grant, it is further understood that during the time said telecable facilities are located on the Easement Parcel pursuant to this grant, Grantee will indemnify and save the Grantor, its successors and assigns, harmless from any and all claims for injury to or death of any person or for damages to property of any person arising out of the construction, installation, operation, repair, maintenance and replacement of the aforesaid lines; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors, assigns, employees and agents.

The rights of the Grantee in the Easement Parcel shall be exclusive as to those portions of the Easement

Parcel within which said telecable lines shall be installed. Grantee, by its acceptance of this Easement, acknowledges that Grantor may grant additional easement rights contiguous to or across or within portions of the Easement Parcel for the installation, operation, maintenance, repair and restoration of electric lines, gas lines, telephone lines, sewer lines, water lines and other utilities, so long as such further easement rights do not interfere with Grantee's use of the Easement Parcel. Grantee agrees that it will coordinate its planning and the location or relocation of its facilities with said other utilities and public bodies.

Grantee further agrees by its acceptance of the within Easement that it will, upon written request of Grantor, move and relocate all or a portion of the lines installed within the Easement Parcel to a location requested by Grantor, provided that Grantor will reimburse Grantee for any cost or expense incurred in such relocation and will grant all necessary easement rights required for the construction and maintenance of such relocated facilities.

The Easement granted herein shall continue for so long as telecable service shall be provided by the facilities to be installed within the Easement Parcel and in the event that Grantee shall abandon or cease to use the lines and the appurtenances thereto for a period of one (1) year this Easement shall thereupon terminate, and Grantee covenants and agrees to thereupon execute and deliver to Grantor such document(s) as may be requested by Grantor for the purpose of further evidencing the termination of the rights granted hereby.

Grantee agrees to obtain at its sole cost and

expense such permits, licenses or other authority which may be validly required from the Municipality, County, State or any other authorities having jurisdiction, before using the Easement Parcel for the purpose herein proposed and agrees to comply with and strictly observe any and all laws, rules, statutes and regulations of any such authorities.

Grantee covenants and agrees that it will not permit or suffer any lien to be put upon or arise or accrue against the Easement Parcel or any part thereof in favor of any person or persons furnishing either labor or material in any work herein contemplated. Grantee further covenants and agrees to hold Grantor, and the Easement Parcel free from any and all liens, or rights or claims of lien which may or might accrue under or be based upon any mechanic's lien law, so called, of the State of Wisconsin now in force or hereafter to be enacted.

Grantee shall be responsible for all taxes, real or personal, general or special, which are now or may hereafter be imposed upon any improvements Grantee shall install within the Easement Parcel and shall, upon demand, reimburse Grantor for any such taxes which Grantor may be obligated to pay as owner of the fee to the Easement Parcel.

These presents shall be binding upon and inure to the benefit of the Grantor, its successors and assigns, and upon all parties claiming by, through or under it, and the same shall be binding upon and inure to the benefit of the Grantee herein, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the 20 day of April, 1981.

Witnesses:

Rita Bizzaldo

Alice Herbert

J. C. PENNEY PROPERTIES, INC.

By _____
Vice President

By _____
Assistant Secretary

STATE OF N.Y.)
) SS:
COUNTY OF N.Y.)

BEFORE ME, a Notary Public in and for said County and State, personally appeared A. H. AMON, JR. and Cornelius L. Dorans, known to me to be the Vice President and Assistant Secretary, respectively, of J. C. PENNEY PROPERTIES, INC., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

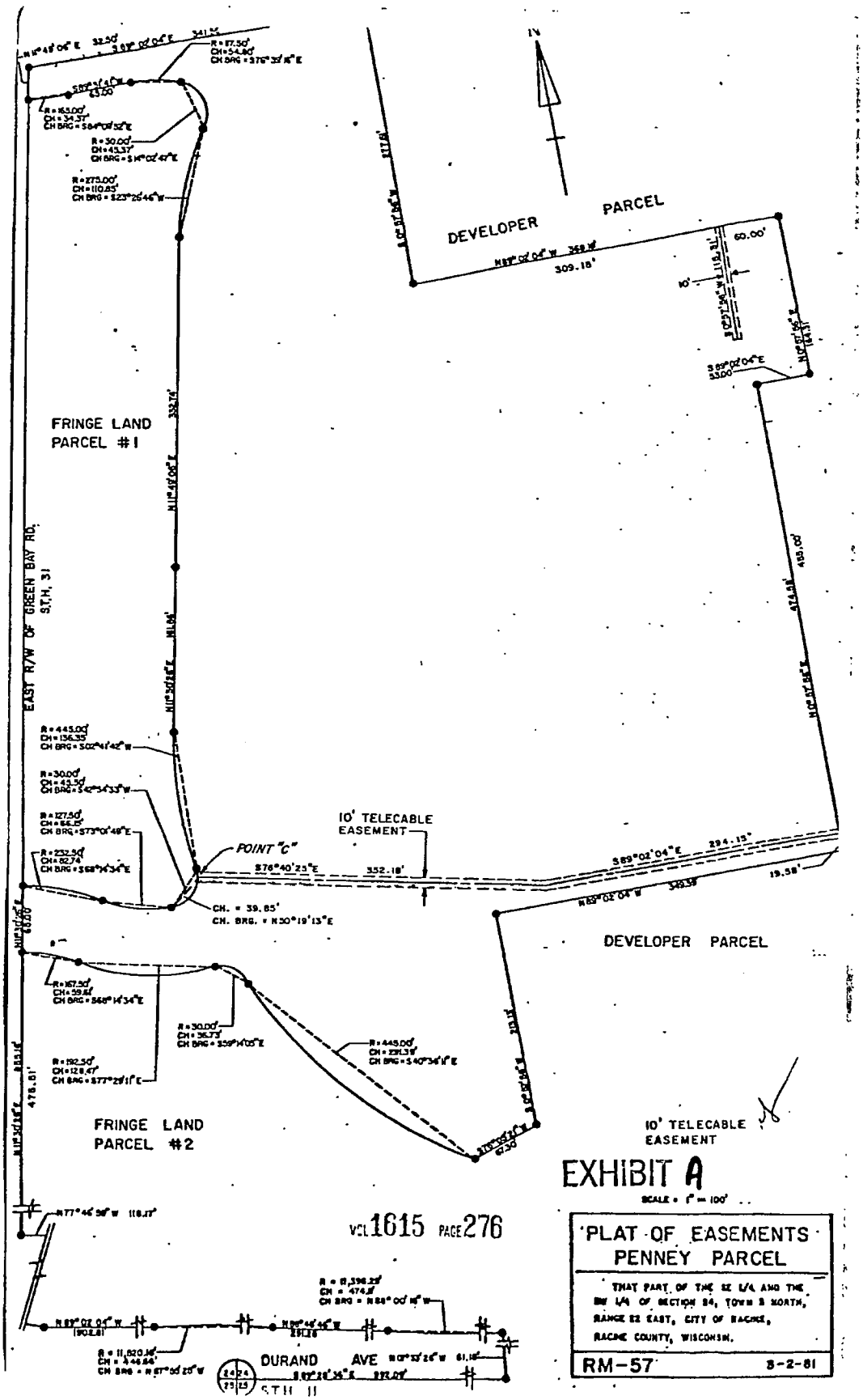
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York N.Y. this 22nd day of April, 1981.

Donna M. Hirsch
Notary Public

DONNA M. HIRSCH
NOTARY PUBLIC, State of New York
No. 41-4525718
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1982

This Instrument Prepared By:

David W. Pancoast, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145



VOL 1615 PAGE 276

EXHIBIT B

PENNEY PARCEL

RACINE TELECABLE

10.00 FOOT EASEMENT

Being known as that part of the southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin more particularly bounded and described as follows:

A strip of land ten (10) feet wide being five (5) wide on either side of the centerline more fully described as follows:

Commencing at the southeast corner of the southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southeast 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet; thence, N11°30'26"E, 475.51 feet; thence, N11°30'26"E, 65.00 feet; thence, S68°14'34"E, 82.74 feet; thence, S73°01'49"E, 66.15 feet; thence, N50°19'13"E, 39.85 feet to a point which shall be known as point "C".

Commencing at the above described point "C" which shall be known as THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, S76°40'25"E, 352.18 feet; thence, S89°02'04"E, 294.15 feet to the end of the centerline being described.

Commencing at the above described point "C"; thence, S76°40'25"E, 352.18 feet; thence, S89°02'04"E, 294.15 feet; thence, N00°57'56"E, 455.00 feet; thence, S89°02'04"E, 53.00 feet; thence, N00°57'56"E, 164.31 feet; thence, N89°02'04"W, 60.00 feet TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, S00°57'56"W, 115.31 feet to the end of the centerline being described.

1091027

Register's Office } SS
Racine County, Wis.
Received for Record 21st day of May A.D. 19 81 at 2:37 o'clock P. M. and recorded in Volume 1615 of Records on page 270

Helen M. Schuttenberg
Register of Deeds

9.00

1094397

NATURAL GAS EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) and other good and valuable consideration in hand paid to it, the receipt whereof is hereby acknowledged, J. C. Penney Properties, Inc., a Delaware corporation, Grantor does hereby convey unto

WISCONSIN NATURAL GAS COMPANY

Grantee, its successors and assigns, the right, permission and authority to construct, install, operate, repair, alter, maintain, remove and replace gas pipelines underground, together with other appurtenant facilities and equipment such as but not limited to valves, tie-overs and service laterals for the purpose of transmitting natural gas for heating, cooling, cooking, or for such other purpose as natural gas is now or may hereafter be used, upon, across, within and beneath tracts of land ten feet (10') in width being part of the Grantor's premises in the Southwest One-quarter (SW 1/4) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, City of Racine, Racine County, Wisconsin as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof, and more fully described on Exhibit "B", attached hereto and made a part hereof, said tracts hereinafter referred to as the Easement Parcel.

The Grantor reserves all uses of the Easement Parcel not inconsistent with this grant, but no buildings or other structures shall be erected or placed on said Easement Parcel by Grantor without the prior written consent of Grantee, which consent shall not be unreasonably withheld or delayed. The retained rights of the Grantor shall include,

Register's Office } SS
Racine County, Wis.
Received for Record 29th day of July A.D. 1981 at 3:47 o'clock P.M. and recorded in Volume 1626 of Records on page 160-167
Helen M. Schuttens
Register of Deeds

9.00

VOL 1626 PAGE 160

1094397
1626-160
July 29, 1981

but not be limited to, the right to pave over (with such materials as Grantor sees fit) and install curbs, landscaping, sidewalks and gutters, on or over any portions of the Easement Parcel; provided, however, that Grantor will not lower the level of the subgrade within the Easement Parcel by more than four inches (4") without the written consent of Grantee.

Access to the above described Easement Parcel over the adjoining lands of the Grantor where necessary, is hereby granted to the Grantee herein, provided, however, that wherever said gas lines and any necessary appurtenances thereto, as hereinbefore described, are reasonably accessible from an adjoining public street or highway, the access shall be from such street or highway and provided, further, that Grantor shall have the right to designate the area for access to be used by Grantee.

By its acceptance of the within Easement, which acceptance shall be evidenced by the filing of same for record or by use by Grantee of the rights under this Easement, the Grantee covenants and agrees that it will restore the density of subsurface materials to prevent subsidence and will restore the surface grade to the extent that it may be disturbed during initial installation of said gas lines and appurtenances, and further agrees that it will perform, at its sole cost, all maintenance repairs, replacement and restoration of any of the said lines and appurtenances installed within the Easement Parcel necessary to keep the same in good order, and will repair any surface or subsurface improvements damaged or disturbed during the course of any such maintenance, repairs or replacement. This restoration of surface improvements does not apply to the initial installation of said underground gas lines. The Grantee covenants to

undertake any such maintenance, repairs, replacement and restoration in a manner and at such times so as to minimize interruptions in Grantor's business operations to the extent reasonably practicable.

In consideration of the foregoing grant, it is further understood that during the time said underground gas lines are located on the Easement Parcel pursuant to this grant, Grantee will indemnify and save the Grantor, its successors and assigns, harmless from any and all claims for injury to or death of any person or for damages to property of any person arising out of the construction, installation, operation, repair, maintenance and replacement of the aforesaid facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors and assigns, employees and agents; further, the Grantee shall not be held in any way responsible for indemnifying, protecting or otherwise holding any other person, firm or corporation harmless from and against its own acts and omissions and the consequences thereof.

The rights of the Grantee in the Easement Parcel shall be exclusive as to those portions of the Easement Parcel within which said gas lines and any necessary appurtenances thereto shall be installed. Grantee, by its acceptance of this Easement, acknowledges that Grantor may grant additional easement rights contiguous to and across or within portions of the Easement Parcel for the installation, operation, maintenance, repair and restoration of electric lines, sewer lines, water lines and other utilities, so long as such further easement rights do not interfere with Grantee's use

of the Easement Parcel. Grantee agrees that it will coordinate its planning and the location or relocation of its facilities with said other utilities and public bodies.

Grantee further agrees by its acceptance of the within Easement that it will, upon written request of Grantor, move and relocate all or a portion of the gas lines and appurtenances installed within the Easement Parcel to a location requested by Grantor, provided that Grantor will reimburse Grantee for any cost or expense incurred in such relocation and will grant all necessary easement rights required for the construction and maintenance of such relocated facilities.

The Easement granted herein shall continue for so long as gas service shall be provided by the lines to be installed within the Easement Parcel and in the event that Grantee shall abandon or cease to use the lines and the appurtenances thereto for a period of one (1) year this Easement shall thereupon terminate, and Grantee covenants and agrees to thereupon execute and deliver to Grantor such document(s) as may be requested by Grantor for the purpose of further evidencing the termination of the rights granted hereby.

This Easement shall not be binding upon Grantor until such time as a fully executed copy hereof shall have been delivered by Grantor to Grantee or to Grantee's duly authorized agent or representative.

Grantee agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be validly required from the Municipality, County, State or any other authorities having jurisdiction, before using the Easement Parcel for the purpose herein proposed and agrees to comply with and observe any and all laws, rules, statutes and

regulations of any such authorities.

Grantee covenants and agrees that it will not permit or suffer any lien to be put upon or arise or accrue against the Easement Parcel or any part hereof in favor of any person or persons, individual or corporate, furnishing either labor or material in any work herein contemplated. Grantee further covenants and agrees to hold Grantor, the owners of the Easement Parcel (if other than Grantor) and the Easement Parcel free from any and all liens, or rights or claims of lien which may or might accrue under or be based upon any mechanic's lien law, so called, of the State of Wisconsin now in force or hereafter to be enacted.

Grantee shall be responsible for all taxes, real or personal, general or special, which are now or may hereafter be imposed upon any improvements Grantee shall install within the Easement Parcel and shall, upon demand, reimburse Grantor for any such taxes which Grantor may be obligated to pay as owner of the fee to the Easement Parcel.

These presents shall be binding upon and inure to the benefit of the Grantor, its successors and assigns, and upon all parties claiming by, through or under it, and the same shall be binding upon and inure to the benefit of the Grantee herein, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the 11 day of June, 1981.

Witnesses:

Rita Bizjaks

Lucille Hilz

J. C. PENNEY PROPERTIES, INC.

By [signature] Vice President

Attest By [signature] Assistant Secretary

APPROVED

STATE OF New York)
COUNTY OF New York) SS:

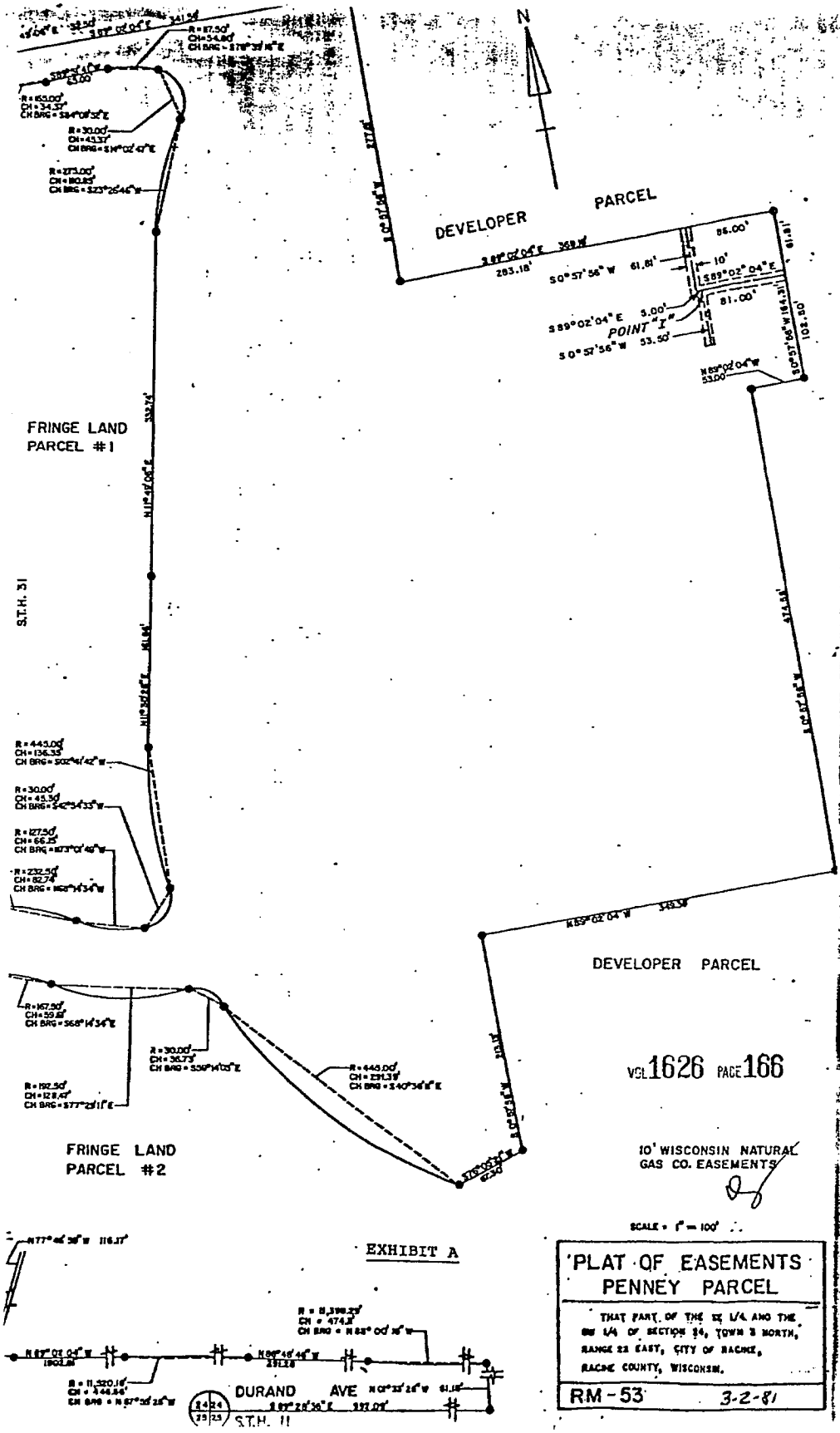
Personally came before me this 26th day of June, 1981, A. H. AMON, JR., and Cornelius I. Dorans, of the above named corporation, J. C. PENNEY PROPERTIES, INC., known to me to be the persons who executed the foregoing instrument and to me known to be such VICE President and ASST SECRETARY of said corporation, and acknowledged that they executed the foregoing instrument as such officers, as the deed of said corporation, by its authority.

Donna M. Hirsch
Notary Public
My commission expires _____

DONNA M. HIRSCH
NOTARY PUBLIC, State of New York
No. 41-4525718
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1982

This Instrument Prepared By:

David W. Pancoast, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145



VOL 1626 PAGE 166

10' WISCONSIN NATURAL GAS CO. EASEMENTS

[redacted]

[redacted]

[illegible]

EXHIBIT B

PENNEY PARCEL

WISCONSIN NATURAL GAS COMPANY

10.00 FOOT EASEMENTS

Being known as that part of the southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin more particularly bounded and described as follows:

A strip of land ten (10) feet wide being five (5) feet wide on either side of the centerlines more fully described as follows:

Commencing at the southeast corner of the southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southeast 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E, 855.16 feet; thence, N11°49'06"E, 499.47 feet; thence, S89°02'04"E, 341.56 feet; thence, S00°57'56"W, 277.61 feet; thence, S89°02'04"E, 283.18 feet TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, S00°57'56"W, 61.81 feet; thence, S89°02'04"E, 5.00 feet to a point which shall be known as point "I"; thence, S89°02'04"E, 81.00 feet to the end of the centerline being described.

Commencing at the above described point "I" which shall also be known as THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, S00°57'56"W, 53.50 feet to the end of the centerline being described.

Return to Supervisor-Civil Engineering
Wisconsin Natural Gas Company
233 Lake Ave.
Racine, Wis. 53403

VOL 1626 PAGE 167

1104123

TELEPHONE EASEMENT

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) in hand paid to it, the receipt whereof is hereby acknowledged, J. C. PENNEY PROPERTIES, INC., a Delaware corporation, Grantor, does hereby convey unto

WISCONSIN TELEPHONE COMPANY

Grantee, its successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace conduit and cables underground, together with necessary ducts, manholes and other appurtenant equipment within and beneath a tract or tracts of land ten feet (10') in width being part of the Grantor's premises in the South-west One-quarter (SW 1/4) of Section Twenty-four (24), Township Three (3) North, Range Twenty-two (22) East, City of Racine, Racine County, Wisconsin, as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof, and more fully described on Exhibit "B", attached hereto and made a part hereof, said tracts hereinafter referred to as the Easement Parcel.

The Grantor reserves all uses of the Easement Parcel not inconsistent with this grant, but no buildings or other structures shall be erected or placed on said Easement Parcel by Grantor without the prior written consent of Grantee, which consent shall not be unreasonably withheld or delayed. The retained rights of the Grantor shall include, but not be limited to, the right to pave over (with such materials as Grantor sees fit) and install curbs, landscaping, sidewalks and gutters, on or over any portions of the Easement Parcel

Register's Office } SS
Racine County, Wis. }
Received for Record 23rd day of March A.D. 19 82 at 1:04 o'clock P. M. and recorded in Volume 1644 of Records on page 596-603

Helen M. Schuttend
Register of Deeds

9.00

VOL 1644 PAGE 596

1104123

1644-596

March 23, 1982

except areas thereof wherein Grantee has constructed and is maintaining a manhole or pull box.

Access to the Easement Parcel over the adjoining lands of the Grantor, where necessary, is hereby granted to the Grantee herein, provided, however, that wherever said telephone lines and any necessary appurtenances thereto, as hereinbefore described, are reasonably accessible from an adjoining public street or highway, the access shall be from such street or highway and provided, further, that Grantor shall have the right to reasonably designate the area for access to be used by Grantee.

By its acceptance of the within Easement, which acceptance shall be evidenced by the filing of same for record or by use by Grantee of the rights under this Easement, the Grantee covenants and agrees that it will restore the density of subsurface materials and the surface grade to the extent that it may be disturbed during installation of said telephone lines and appurtenances, and further agrees that it will perform, at its sole cost, all maintenance, repairs, replacement and restoration of any of the said lines and appurtenances installed within the Easement Parcel necessary to keep the same in good order, and will repair any surface or subsurface improvements damaged or disturbed during the course of any such maintenance, repairs or replacement. This restoration obligation does not apply to the initial installation of said underground telephone facilities. The Grantee covenants to undertake any such maintenance, repairs, replacement and restoration in a manner and at such times so as to minimize interruptions in Grantor's business operations to the extent reasonably possible.

In consideration of the foregoing grant, it is further understood that during the time said telephone facilities are located on the Easement Parcel pursuant to this grant, Grantee will indemnify and save the Grantor, its successors and assigns, harmless from any and all claims for injury to or death of any person or for damages to property of any person arising out of the construction, installation, operation, repair, maintenance and replacement of the aforesaid facilities; excepting, however, any claims or actions arising out of negligence or willful acts on the part of the Grantor, its successors, assigns, employees and agents.

The rights of the Grantee in the Easement Parcel shall be exclusive as to those portions of the Easement Parcel within which said telephone facilities shall be installed. Grantee, by its acceptance of this Easement, acknowledges that Grantor may grant additional easement rights contiguous to or across or within portions of the Easement Parcel for the installation, operation, maintenance, repair and restoration of electric lines, gas lines, sewer lines, water lines and other utilities, so long as such further easement rights do not interfere with Grantee's use of the Easement Parcel. Grantee agrees that it will coordinate its planning and the location or relocation of its facilities with said other utilities and public bodies.

Grantee further agrees by its acceptance of the within Easement that it will, upon written request of Grantor, move and relocate all or a portion of the lines and appurtenances installed within the Easement Parcel to a location requested by Grantor, provided that Grantor will reimburse Grantee for any cost or expense incurred in such

relocation and will grant all necessary easement rights required for the construction and maintenance of such relocated facilities.

The Easement granted herein shall continue for so long as telephone service shall be provided by the facilities to be installed within the Easement Parcel and in the event that Grantee shall abandon or cease to use the lines and the appurtenances thereto for a period of one (1) year this Easement shall thereupon terminate, and Grantee covenants and agrees to thereupon execute and deliver to Grantor such document(s) as may be requested by Grantor for the purpose of further evidencing the termination of the rights granted hereby.

This Easement shall not be binding upon Grantor until such time as a fully executed copy hereof shall have been delivered by Grantor to Grantee or to Grantee's duly authorized agent or representative.

Grantee agrees to obtain at its sole cost and expense such permits, licenses or other authority which may be validly required from the Municipality, County, State or any other authorities having jurisdiction, before using the Easement Parcel for the purpose herein proposed and agrees to comply with and strictly observe any and all laws, rules, statutes and regulations of any such authorities.

Grantee covenants and agrees that it will not permit or suffer any lien to be put upon or arise or accrue against the Easement Parcel or any part thereof in favor of any person or persons furnishing either labor or material in any work herein contemplated. Grantee further covenants and agrees to hold Grantor, and the Easement Parcel free from

any and all liens, or rights or claims of lien which may or might accrue under or be based upon any mechanic's lien law, so called, of the State of Wisconsin now in force or hereafter to be enacted.

Grantee shall be responsible for all taxes, real or personal, general or special, which are now or may hereafter be imposed upon any improvements Grantee shall install within the Easement Parcel and shall, upon demand, reimburse Grantor for any such taxes which Grantor may be obligated to pay as owner of the fee to the Easement Parcel.

These presents shall be binding upon and inure to the benefit of the Grantor, its successors and assigns, and upon all parties claiming by, through or under it, and the same shall be binding upon and inure to the benefit of the Grantee herein, its successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the 20 day of April, 1981.

Witnesses:

Rita Bizkaino
Rita

Alice Herbert
Alice Herbert

J. C. PENNEY PROPERTIES, INC.

By [signature]
Vice President
A.H. Amon, Jr.

By [signature]
Assistant Secretary
Cornelius T. Dorans

STATE OF N Y)
) SS:
COUNTY OF N.Y.)

BEFORE ME, a Notary Public in and for said County and State, personally appeared A. H. AMON, JR. and Cornelius T. Dorans, known to me to be the Vice President and Assistant Secretary, respectively, of J. C. PENNEY PROPERTIES, INC., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

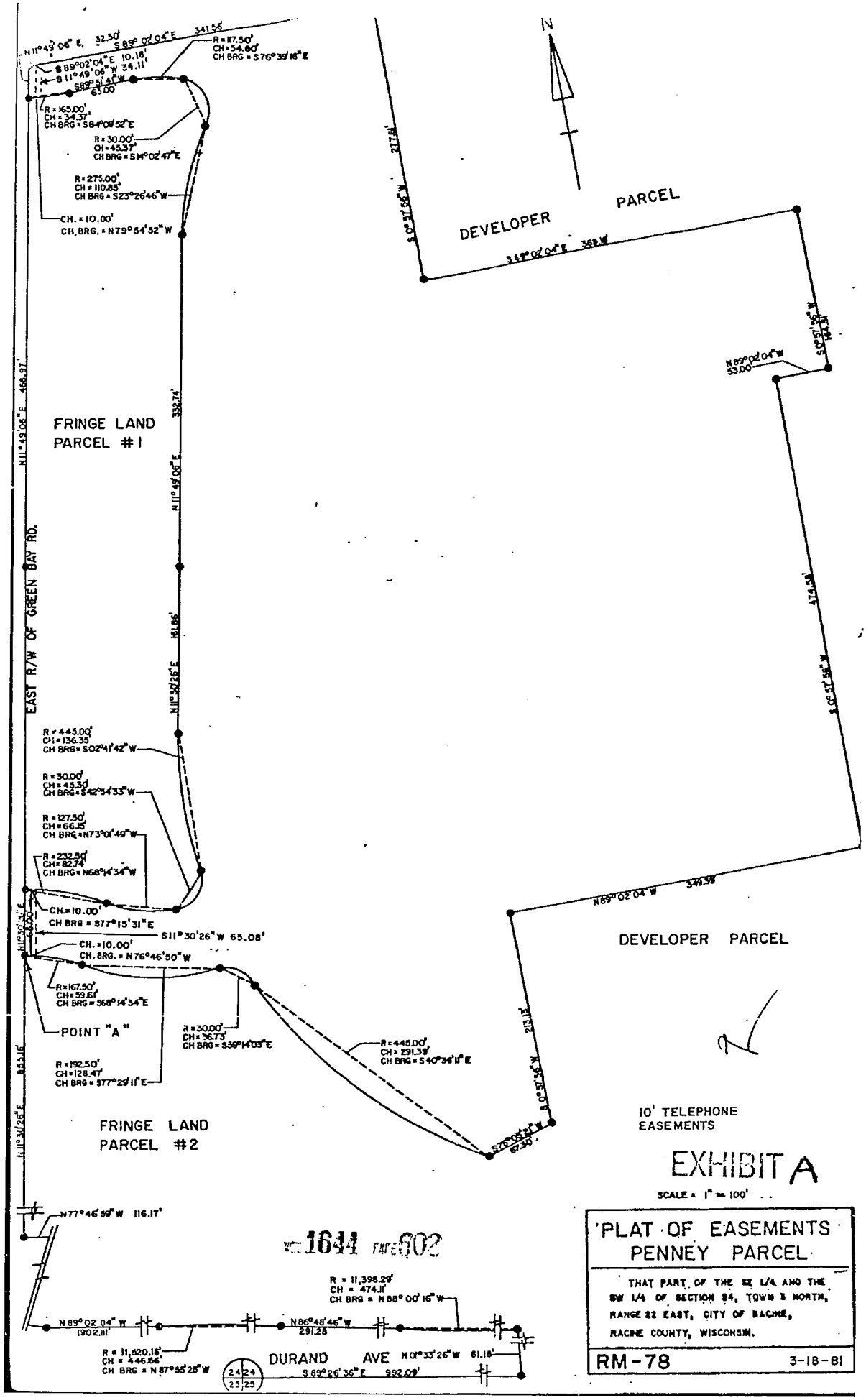
IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York, N.Y. this 22nd day of April, 1981.

Donna M. Hirsch
Notary Public

DONNA M. HIRSCH
NOTARY PUBLIC, State of New York
No. 41-[illegible]718
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1982

This Instrument Prepared By:

David W. Pancoast, Esq.
25425 Center Ridge Road
Cleveland, Ohio 44145



vol 1644 page 902

PENNEY PARCEL

1194123

WISCONSIN TELEPHONE CO.

10.00 FOOT EASEMENTS

Being known as that part of the southwest 1/4 of Section 24; Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the southeast corner of the southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southeast 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E, 475.51 feet to a point which shall be known as point "A".

Commencing at the above described point "A" which shall also be known as the POINT OF BEGINNING OF THIS DESCRIPTION; thence, N11°30'26"E, along the easterly right-of-way line of State Trunk Highway 31, 65.00 feet; thence, along the arc of a 232.50 feet curve concave to the south having a chord length of 10.00 feet bearing S77°15'31"E, thence, S11°30'26"W, in a line parallel to 10.00 feet distance by perpendicular measurement from the easterly right-of-way line of State Trunk Highway 31, 65.08 feet; thence, along the arc of a 167.50 foot radius curve concave to the south having a chord length of 10.00 feet bearing N76°46'50"W, to the POINT OF BEGINNING OF THIS DESCRIPTION.

Commencing at the above described point "A"; thence, N11°30'26"E, along the easterly right-of-way line of State Trunk Highway 31, 65.00 feet; thence, N11°30'26"E, continuing along the easterly right-of-way line of State Trunk Highway 31, 314.65 feet; thence, N11°49'06"E, along the easterly right-of-way line of State Trunk Highway 31, 466.97 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N11°49'06"E, along the easterly right-of-way line of State Trunk Highway 31, 32.50 feet; thence, S89°02'04"E, 10.18 feet; thence, S11°49'06"W in a line parallel to and 10.00 feet distant by perpendicular measurement on the easterly right-of-way line of State Trunk Highway 31, 34.11 feet; thence, along the arc of a 165.00 foot radius curve concave to the north having a chord length of 10.00 feet bearing N79°54'52"W, TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

Penney

1244455

Register's Office } SS
Racine County, Wis.
Received for Record 17 day of November A.D. 1987 at 1:47 o'clock P. M. and recorded in Volume 1891 of Records on page 718-724

16 — Helen M. Schutten
Register of Deeds

D3/0029B

EASEMENT AGREEMENT

THIS INDENTURE, made this 19th day of MAY, 1987, by and between J. C. PENNEY PROPERTIES, INC., a Delaware corporation having its principal office at 1301 Avenue of the America, New York, New York 10019, "Grantor"; and the CITY OF RACINE, a municipal corporation organized and existing under the laws of the State of Wisconsin, "Grantee".

WHEREAS, the Grantor is the owner in fee simple of certain real estate located in the Regency Mall Shopping Center, Racine, Wisconsin; and

WHEREAS, the Grantee desires to construct a water main in, on and under the lands of the Grantor in order to provide increased water supply for this area.

W I T N E S S E T H:

For and in consideration of the covenants hereinafter contained, the Grantor hereby grants, transfers and conveys to the Grantee an easement and right in perpetuity to construct, operate and maintain an underground public water main and other necessary appurtenances upon, across, within and beneath a tract or tracts of land twenty feet (20') in width as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof, and more fully described on Exhibit "B", attached hereto and made a part hereof, said tract or tracts hereinafter referred to as the "Easement Parcel".

By acceptance of this easement and right the Grantee agrees to the following conditions:

Grantor reserves all uses of the Easement Parcel not inconsistent with this grant, but no buildings or other structures shall be erected or placed on said Easement Parcel by Grantor without the prior written consent of Grantee, which consent shall not be unreasonably withheld or delayed. The retained rights of the Grantor

5640 11 47

1600

Return to City Hall Office

#16

shall include, but not be limited to, the right to pave over (with such materials as Grantor sees fit) and install curbs, landscaping, sidewalks and gutters, on or over any portions of the Easement Parcel.

The Grantee, its agents, officers and employees shall have the right of ingress and egress over the lands of the Grantor to provide access, where necessary, to the Easement Parcel provided, however, that wherever said water mains and necessary appurtenances are reasonably accessible from an adjoining public street or highway, the access shall be from such street or highway and provided, further, that Grantor shall have the right to reasonably designate the areas for access to be used by Grantee.

Grantee agrees that it will perform, at its cost, all maintenace, repairs, replacement and restoration of the water main and appurtenances installed within the Easement Parcel necessary to keep the same in good order and in the event that such maintenace or repair shall require excavation, Grantee will restore the density of subsurface materials and the surface grade and will repair any surface or subsurface improvements damaged or disturbed during the course of such maintenance, repairs or replacement. Grantee further agrees to undertake such maintenance, repairs, replacement and restoration in a manner and at such times so as to minimize interruptions in Grantor's business operations to the extent reasonably possible.

Grantee shall hold Grantor harmless from any and all claims made by persons against Grantor which claims arise out of Grantee's use of the Easement Parcel under this easement.

The rights of the Grantee in the Easement Parcel shall be exclusive as to those portions of the Easement Parcel within which its water main and appurtenances shall be installed. Grantee acknowledges, however, that Grantor may grant additional easement rights contiguous to or across or within portions of the Easement

Parcel for the installation, operation, maintenance, repair and restoration of electric lines, gas lines, sewer lines and other utilities so long as such further easement rights do not interfere with Grantee's use of the Easement Parcel.

These presents shall be binding upon and inure to the benefit of the Grantor, its successors and assigns, and upon all parties claiming by, through or under it and the same shall be binding upon and inure to the benefit of the Grantee herein, its successors and assigns.

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed as of the day and year first above written.

Witnesses:

William H. Lee

Janice Fleiss

Evelyn Dawson

Virginia M. Musial

J. C. PENNEY PROPERTIES, INC.

By Robert J. Keller
Vice President

By Connie Dorn
Assistant Secretary

APPROVED
MBS
ATTORNEY

CITY OF RACINE

By N. Owen Davies
N. Owen Davies, Mayor

Attest Anthony J. Schlaffer
Anthony J. Schlaffer,
City Clerk

and drafted by

J E Pyle

-3-

STATE OF New York)
) SS:
COUNTY OF New York)

BEFORE ME, a Notary Public in and for said County and State, personally appeared Robert D. Ciler and Cornelius T. Evans, known to me to be the ... and ASST SECRETARY, respectively, of J. C. PENNEY PROPERTIES, INC., the Corporation which executed the foregoing instrument, who acknowledged that they did sign and seal the foregoing instrument for and on behalf of said Corporation, being thereunto duly authorized by its Board of Directors; that the same is their free act and deed as such officers and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at New York this 19th day of May, 1987.

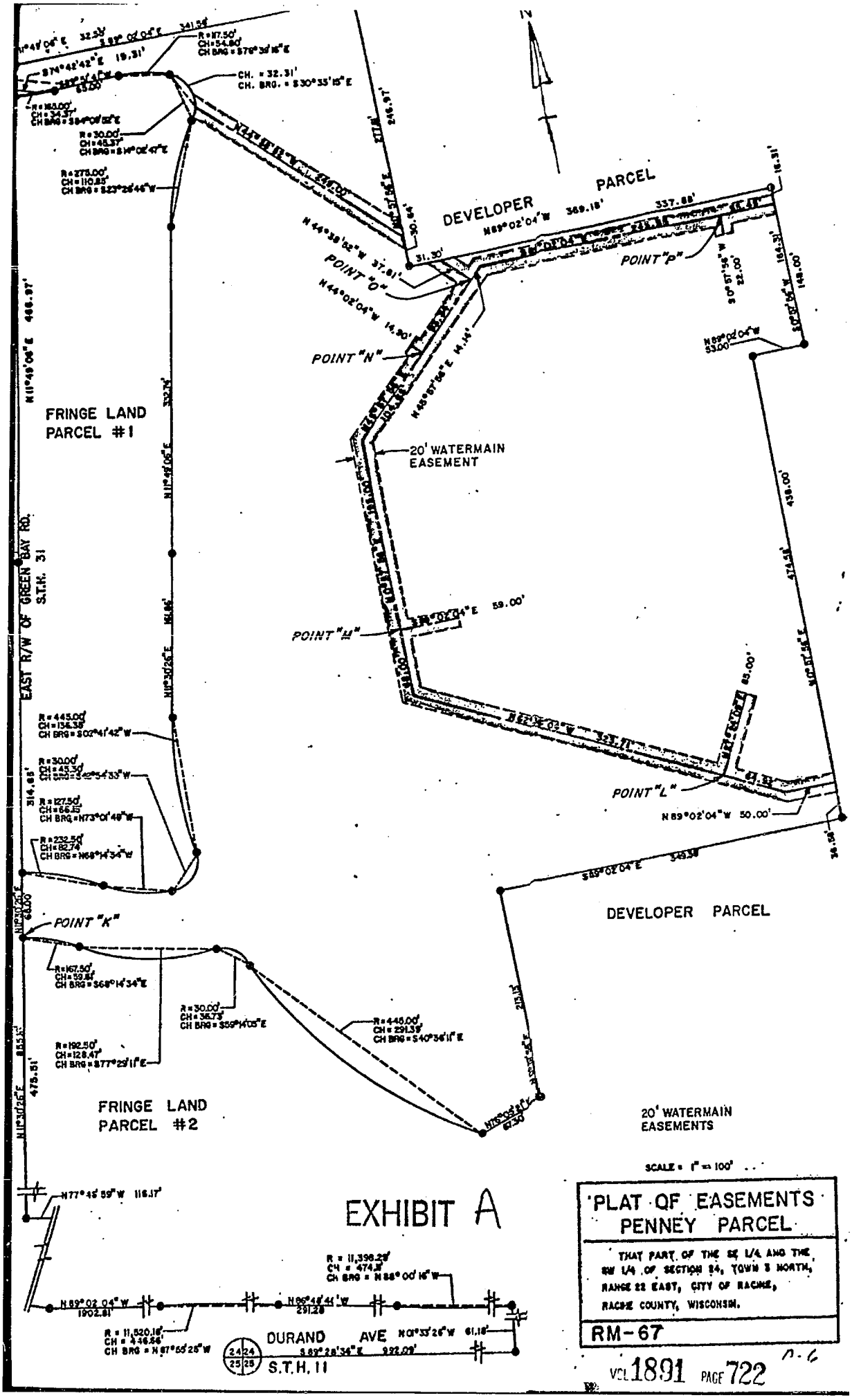
Rita Birkalns
Notary Public

RITA BIRZKALNS
NOTARY PUBLIC, State of New York
No. 43-4763392
Qualified in Queens County
Certificate Filed in New York County
Commission Expires March 30, 1988

STATE OF WISCONSIN)
)SS:
RACINE COUNTY)

Personally came before me this 1st day of September, 1987, the above-named N. Owen Davies, Mayor, City of Racine and Anthony J. Schlaffer, Clerk, City of Racine, to me known to be such officers who executed the foregoing instrument and acknowledged the same.

Diane L. Schacht
NOTARY PUBLIC
Racine County, Wisconsin
My commission ~~is~~/expires 1-31-88



VOL 1891 PAGE 722

PENNEY PARCEL

RACINE WATER AND WASTEWATER UTILITY

20.00 FOOT WATERMAIN EASEMENTS

Being known as that part of the southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin more particularly bounded and described as follows:

A strip of land twenty (20) feet wide being ten (10) feet wide on either side of the centerlines more fully described as follows:

Commencing at the southeast corner of the southwest 1/4 of said Section 24; thence, S89°28'36"E, along the south line of the southeast 1/4 of said Section 24, 992.09 feet to a point; thence, N01°33'26"W, 61.18 feet to a point on the northerly right-of-way line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E, 475.51 feet to a point which shall be known as point "K"; thence, S68°14'34"E, 59.61 feet; thence, S77°29'11"E, 128.47 feet; thence, S59°14'03"E, 36.73 feet; thence, S40°36'11"E, 291.39 feet; thence, N76°05'21"E, 67.30 feet; thence, N00°57'56"E, 213.13 feet; thence, S89°02'04"E, 349.39 feet; thence, N00°57'56"E, 36.58 feet TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, N89°02'04"W, 50.00 feet; thence, N62°36'04"W, 64.92 feet to a point which shall be known as point "L"; thence, N62°36'04"W, 323.71 feet; thence, N00°57'56"E, 68.00 feet to a point which shall be known as point "M"; thence, N00°57'56"E, 195.00 feet; thence, N45°57'56"E, 104.65 feet to a point which shall be known as point "N"; thence, N45°57'56"E, 93.34 feet to a point which shall be known as point "O"; thence, N45°57'56"E, 14.14 feet; thence, S89°02'04"E, 245.55 feet to a point which shall be known as point "P"; thence, S89°02'04"E, 55.45 feet to the end of the centerline being described.

Commencing at the above described point "L" which shall be known as THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, N27°24'09"E, 85.00 feet to the end of the centerline being described.

Commencing at the above described point "M" which shall also be known as THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, S89°02'04"E, 59.00 feet to the end of the centerline being described.

EXHIBIT B

Commencing at the above described point "N" which shall also be known as THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, N44°02'04"W, 14.90 feet to the end of the centerline being described.

Commencing at the above described point "O" which shall be known as THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, N44°38'52"W, 37.61 feet to the end of the centerline being described.

Commencing at the above described point "P" which shall be known as THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, S00°57'56"W, 22.00 feet to the end of the centerline being described.

Commencing at the above described point "O"; thence, N44°38'52"W, 37.61 feet; thence, N89°02'04"W, 31.30 feet; thence, N00°57'56"E, 30.64 feet TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, N44°38'52"W, 249.00 feet to the end of the centerline being described.

Commencing at the above described point "K"; thence, N11°30'26"E, 65.00 feet; thence, N11°30'26"E, 314.65 feet; thence, N11°49'06"E, 466.97 feet; thence, N11°49'06"E, 2.30 feet TO THE POINT OF BEGINNING OF THE CENTERLINE TO BE DESCRIBED; thence, S74°42'42"E, 19.31 feet to the end of the centerline being described.

Tax No. (Part of) 23876-10

MEMORANDUM OF LEASE

Document #: **2393632**
Date: 11-04-2014 Time: 02:36:00 PM Pages: 7
Fee: $30.00 County: RACINE State: WI
Requesting Party: Chicago Title Company - SPS Wisconsin
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

The above recording information verifies this document has been electronically recorded and returned to the submitter

Document Number | Document Title

Recording Area

Name and Return Address
AND DRAFTED BY:
CRISTINA HENDRICK STROH, ESQ.
J.C. PENNEY PROPERTIES, INC.
6501 LEGACY DRIVE, M/S 1106
PLANO, TEXAS 75024-3698

276-00-00-23876-010

Parcel Identification Number (PIN)

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

recbox09 6/09rmd

Store #0635
Racine, WI Leaseback

MEMORANDUM OF LEASE

MEMORANDUM OF LEASE, dated as of October 31, 2014, between Penny Racine, LLC, a Delaware limited liability company, having an address of 3100 Dundee Road, Suite 308, Northbrook, IL 60062 ("Landlord"), and J. C. Penney Corporation, Inc., a Delaware corporation, having a mailing address P. O. Box 10001, Dallas, Texas 75301-2105 ("Tenant"),

WITNESSETH:

For and in consideration of the sum of Ten Dollars and other valuable consideration paid by Tenant to Landlord, the receipt and sufficiency of which is hereby acknowledged:

Landlord by lease bearing even date herewith ("the Lease") has demised and leased to Tenant and Tenant has leased from Landlord, and Landlord hereby demises and leases to Tenant and Tenant hereby leases from Landlord, upon and subject to the terms, covenants and conditions set forth in the Lease certain premises (the "Demised Premises") consisting of the parcel of land (the "Demised Land") described in Exhibit A attached hereto and hereby made a part hereof (being part of the shopping center known as Regency Mall) together with (i) the improvements erected on the Demised Land and (ii) any attached overhangs or canopies extending beyond the Demised Land.

TO HAVE AND TO HOLD the same for a term commencing as of the date hereof and, unless extended or sooner terminated under the provisions of the Lease, continuing thereafter to and including April 30, 2015.

The parties hereto by reference incorporate herein all the terms, covenants, and conditions contained in the Lease and agree to observe, conform to and comply with such terms, covenants and conditions on the part of each to be observed and performed. For a complete statement of the rights, privileges and obligations created under and by said instrument and of the terms, covenants and conditions contained therein, reference is hereby made to the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this Memorandum of Lease to be duly executed and sealed as of the day and year first above written.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGES FOLLOW.]

ATTEST:

Assistant Secretary

J. C. PENNEY CORPORATION, INC.

By: _____
Vice President

APPROVED
CS
ATTORNEY

APPROVED
WSP
REAL ESTATE

STATE OF TEXAS)
)SS.:
COUNTY OF COLLIN)

On this the 29th day of October, 2014, before me, a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments, personally appeared Bradley Syverson, to me known and known to me to be a Vice President of J. C. Penney Corporation, Inc., one of the corporations described in the foregoing instrument, and acknowledged that as such officer, being authorized so to do, he executed the foregoing instrument on behalf of said corporation by subscribing the name of such corporation by himself as such officer and caused the corporate seal of said corporation to be affixed thereto, as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:
8/2/16

Notary Public, State of Texas

SHERRIE MIHDAWI
MY COMMISSION EXPIRES
August 2, 2016

WITNESS:

Renee Hasler

PENNY RACINE, LLC.,
a Delaware limited liability company

By: _____
David Israel, Manager

STATE OF ILLINOIS)
)SS.:
COUNTY OF COOK)

On this the 29 day of October, 2014, before me, a Notary Public duly authorized in and for the said County in the State aforesaid to take acknowledgments, personally appeared David Israel, to me known and known to me to be the Manager of Penny Racine, LLC, a Delaware limited liability company, one of the entities described in the foregoing instrument, and acknowledged that as such officer, being authorized so to do, he executed the foregoing instrument on behalf of said entity by subscribing the name of such entity by himself as such officer, as his free and voluntary act, and as the free and voluntary act of said entity, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires:
2/5/19

_____
Notary Public, State of Illinois

OFFICIAL SEAL
KATHY HENSON
Notary Public - State of Illinois
My Commission Expires Feb 5, 2019

EXHIBIT A

LEGAL DESCRIPTION OF DEMISED PREMISES

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 24; thence, S89°28'36"E along th south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, along the northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E along the easterly right-of-way line of State Trunk Highway 31, 475.51 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N11°30'26"E 65.00 feet; thence along the arc of a 232.50 foot radius curve, concave to the south, having a chord length of 82.74 feet bearing S68°14'34"E to a point of reverse curve; thence along the arc of a 127.50 foot radius curve, concave to the north, having a chord length of 66.15 feet bearing S73°01'49"E; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.30 feet bearing N42°54'33"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 136.35 feet bearing N02°41'42"E; thence, N11°30'26"E, 161.86 feet; thence, N11°49'06"E, 332.74 feet to a point of curve; thence along the arc of a 275.00 foot radius curve, concave to the east, having a chord length of 110.85 feet bearing N23°26'46"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.37 feet bearing N14°02'47"W; thence along the arc of

a 117.50 foot radius curve, concave to the south, having a chord length of 54.80 feet bearing N76°39'16"W; thence S89°51'41"W, 65.00 feet to a point of reverse curve; thence along the arc of a 165.00 foot radius curve, concave to the north, having a chord length of 34.37 feet bearing N84°09'52"W, to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°49'06"E along the easterly right-of-way line of State Trunk Highway 31, 32.50 feet; thence, S89°02'04"E, 341.56 feet; thence, S00°57'56"W, 277.61 feet; thence, S89°02'04"E, 369.18 feet; thence, S00°57'56"W, 164.31 feet; thence, N89°02'04"W, 53.00 feet; thence, S00°57'56"W, 474.58 feet; thence, N89°02'04"W, 349.39 feet; thence, S00°57'56"W, 213.13 feet; thence, S76°05'21"W, 67.30 feet; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 291.39 feet bearing N40°36'11"W to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 36.73 feet bearing N59°14'03"W to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the north, having a chord length of 128.47 feet bearing N77°29'11"W to a point of reverse curve; thence along the arc of a 167.50 foot radius curve concave to the south, having a chord length of 59.61 feet bearing N68°14'34"W TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 11.900 acres to be the same more or less.

DOCUMENT # 2410203
RACINE COUNTY REGISTER OF DEEDS
June 17, 2015 12:10 PM

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $30.00
Pages: 8

PREPARED BY AND RECORDING REQUESTED BY:

Ross Dress For Less, Inc.

AND WHEN RECORDED MAIL TO:

Ross Dress For Less, Inc.
5130 Hacienda Drive
Dublin, CA 94568-7579

Attn.: Mike Dail, Esq.
Real Estate Law Department

30 8

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

MEMORANDUM OF LEASE

Assessor's Parcel Number/PIN: 276-00-00-23876-010

1. This Memorandum of Lease is effective upon recordation and is entered into by and between **PENNY RACINE, LLC**, a Delaware limited liability company ("**Landlord**"), having its principal place of business at 3100 W. Dundee Road, Suite 308, Northbrook, Illinois 60062, and **ROSS DRESS FOR LESS, INC.**, a Virginia corporation ("**Tenant**"), having its principal place of business at 5130 Hacienda Drive, Dublin, CA 94568-7579, who agree as follows:

2. By written lease (the "Lease"), Landlord leases to Tenant and Tenant hires from Landlord a portion of the real property located in the City of Racine, County of Racine, State of Wisconsin described in Exhibit A attached hereto, for a term of approximately ten (10) years which term is subject to extension by Tenant for four (4)

additional periods of five (5) years each. The Exhibit A lands are sometimes herein referred to as the "Shopping Center."

3. Landlord has granted Tenant and its authorized representatives and invitees the nonexclusive right to use the Shopping Center common area with others who are entitled to use those areas subject to Landlord's rights as set forth in the Lease.

4. The provisions of the Lease are incorporated into this Memorandum of Lease by reference. The Lease contains the following provision(s):

"3.2.1. Retail Use.

(a) General Rule. Tenant has entered into this Lease in reliance upon representations by Landlord that the Shopping Center is and shall remain retail in character, and, further, no part of the Landlord's Parcel shall be used for office or residential purposes, or as a theater, auditorium, meeting hall, school, church or other place of public assembly, "flea market," mortuary, veterinary services or pet vaccination clinic or overnight stay pet facilities (except as provided in Section 3.2.1(b)(i) below), health club/gymnasium, dance hall, billiard or pool hall, massage parlor (except as provided in Section 3.2.1(b)(ii) below), video game arcade, bowling alley, skating rink, car wash, facility for the sale, display, leasing or repair of motor vehicles, night club, bar, sports bar, or any restaurant where the on premises consumption of alcohol exceeds forty percent (40%) of gross sales (and which shall include Buffalo Wild Wings, Elephant Bar and BJ's Brewhouse regardless of the percentage sale of alcohol, and other similar establishments), facility offering gambling to the public (including any so called Internet café that offers gambling to the public, off track betting facility, casino or gaming facility), provided that the incidental sale of lottery tickets shall be permitted, and the sale of adult products or adult bookstores or adult audio/video products stores (which are defined as stores in which at least ten percent (10%) of the inventory is not available for sale or rental to children under the age of majority in the state in which the Store is located because such inventory explicitly deals with or depicts human sexuality). No ATM or similar machine shall be permitted in Landlord's Parcel within one hundred (100) feet of the front and side perimeter walls of the Store, except if located wholly within the interior of another tenant's or occupant's premises. Landlord shall not permit the sale of whole bean or ground coffee in the Landlord's Parcel by a nationally known specialty coffee retailer, having (i) one thousand (1,000) stores or more, and (ii) leasing or occupying up to five thousand (5,000) square feet of Leasable Floor Area, provided that this restriction on specialty coffee retailers shall not apply to Dunkin' Donuts or any other retailer that derives the majority of its revenue from the sale of baked goods or sandwiches. Landlord shall not lease space nor allow space to be occupied in the Landlord's Parcel by any occupant other than Tenant, whose use of the space shall be (a) for a store primarily selling merchandise at one price or set prices or a so-called "dollar store" such as 99 Cents store or Family Dollar store, as they are operated as of the Effective Date, and other such types of operations, or (b) for a discount apparel store with seven thousand (7,000) square feet of Leasable

Floor Area or more, such as Melrose, provided, however that the foregoing restriction shall not apply to the operation of a Fallas retail store. Further, no restaurant or other "High Intensity Parking User" (as hereinafter defined) shall be permitted in Landlord's Parcel within three hundred (300) feet of the front and side perimeter walls of the Store. A "High Intensity Parking User" is a tenant or occupant whose use requires more than five (5) parking spaces per one thousand (1,000) square feet of Leasable Floor Area in accordance with either customary shopping center practices or governmental regulations, whichever has a higher parking requirement. The foregoing use restrictions are referred to herein as the Ross Prohibited Uses.

(b) Exceptions. Notwithstanding the Ross Prohibited Uses as set forth in Section 3.2.1(a) above, the following uses shall be permitted in Landlord's Parcel subject to the limitations on such uses set forth as follows:

(i) Pet Store Retailer. Veterinary services (including vaccination clinics) or overnight-stay pet facilities shall be permitted in Landlord's Parcel as incidental to the operation of a nationally or regionally recognized pet supply retailer, provided that such pet supply retailer is not located within one hundred fifty (150) feet from the front and side perimeter walls of the Store.

(ii) Therapeutic Massage. One (1) therapeutic massage facility shall be permitted in Landlord's Parcel, provided that such use is (A) consistent with a first class therapeutic massage retailer, such as, for example, Massage Envy, (B) operating in no more than three thousand five hundred (3,500) square feet of Leasable Floor Area, and (C) not located within two one hundred fifty (150) feet from the front and side perimeter walls of the Store.

(iii) Second Floor. Notwithstanding the restrictions with respect to health clubs/gymnasiums and restaurants contained in Section 3.2.1(a) above, one (1) health club/gymnasium or one (1) restaurant shall be permitted to occupy premises on the second floor of the Penney Space shown on Exhibit B; provided that the entrance to any such use is located on the north facing wall as shown Exhibit B, and that the primary parking for any such use is in the parking area to the north of the Penney Space.

(iv) Existing Tenants. The Ross Prohibited Uses set forth in Section 3.2.1(a) are subject to the rights of the Existing Tenants within Landlord's Parcel listed on Exhibit K – Existing Tenants who, in accordance with the terms of existing leases or occupancy agreements in effect on the Effective Date cannot be prohibited from so operating, for the balance of the term(s) of such existing lease(s) or occupancy agreement(s) and any renewal or extension terms. Landlord covenants and agrees that if Landlord has the right to consent to a change in use of the premises occupied by any such Existing Tenant(s), Landlord shall not consent to a change in use which violates the Ross Prohibited Uses set forth in Section 3.2.1(a)."

5. The provisions of the Lease to be performed by Landlord whether to be performed at the Tenant's store, or any other portion of the Shopping Center, whether affirmative or negative in nature, are intended to and shall bind the Landlord, its successors and assigns at any time and shall inure to the benefit of Tenant, its successors and assigns.

6. This Memorandum of Lease is prepared for the purpose of constructive notice and in no way modifies the provisions of the Lease.

Contents of Memorandum of Lease:

Paragraphs 1-6
Exhibit A - Legal Description
Exhibit B - Site Plan

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Memorandum of Lease on this 14 day of May, 2015.

LANDLORD:
PENNY RACINE, LLC,
a Delaware limited liability company

By: _____
Name: DAVID ISRAEL
Its: MANAGER

By: _____
Name: _____
Its: _____

TENANT:
ROSS DRESS FOR LESS, INC.,
a Virginia corporation

By: _____
James Fassio
Its: President and Chief Development Officer

By: _____
Gregg McGillis
Its: Group Senior Vice President, Property Development

TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Alameda)

On May 14, 2015 before me, Michelle Owings,
a Notary Public, personally appeared James Fassio and Gregg McGillis, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ ~~is/~~are subscribed to the within instrument and acknowledged to me that ~~he/she/~~they executed the same in ~~his/her/~~their authorized capacity~~(ies)~~, and that by ~~his/her/~~their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MICHELLE OWINGS
Commission # 2023784
Notary Public - California
Alameda County
My Comm. Expires May 10, 2017

Michelle Owings
Notary Public

LANDLORD ACKNOWLEDGMENT

State of ILLINOIS)
)
County of Cook)

On May 15, 2015 before me, Kathy Henson,
a Notary Public, personally appeared David Israel,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

OFFICIAL SEAL
KATHY HENSON
Notary Public - State of Illinois
My Commission Expires Feb 5, 2019

Kathy Henson
Notary Public

Store No. 1894 "Racine"
Regency Mall
Racine, WI
JMD.066

MEMORANDUM OF LEASE
EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

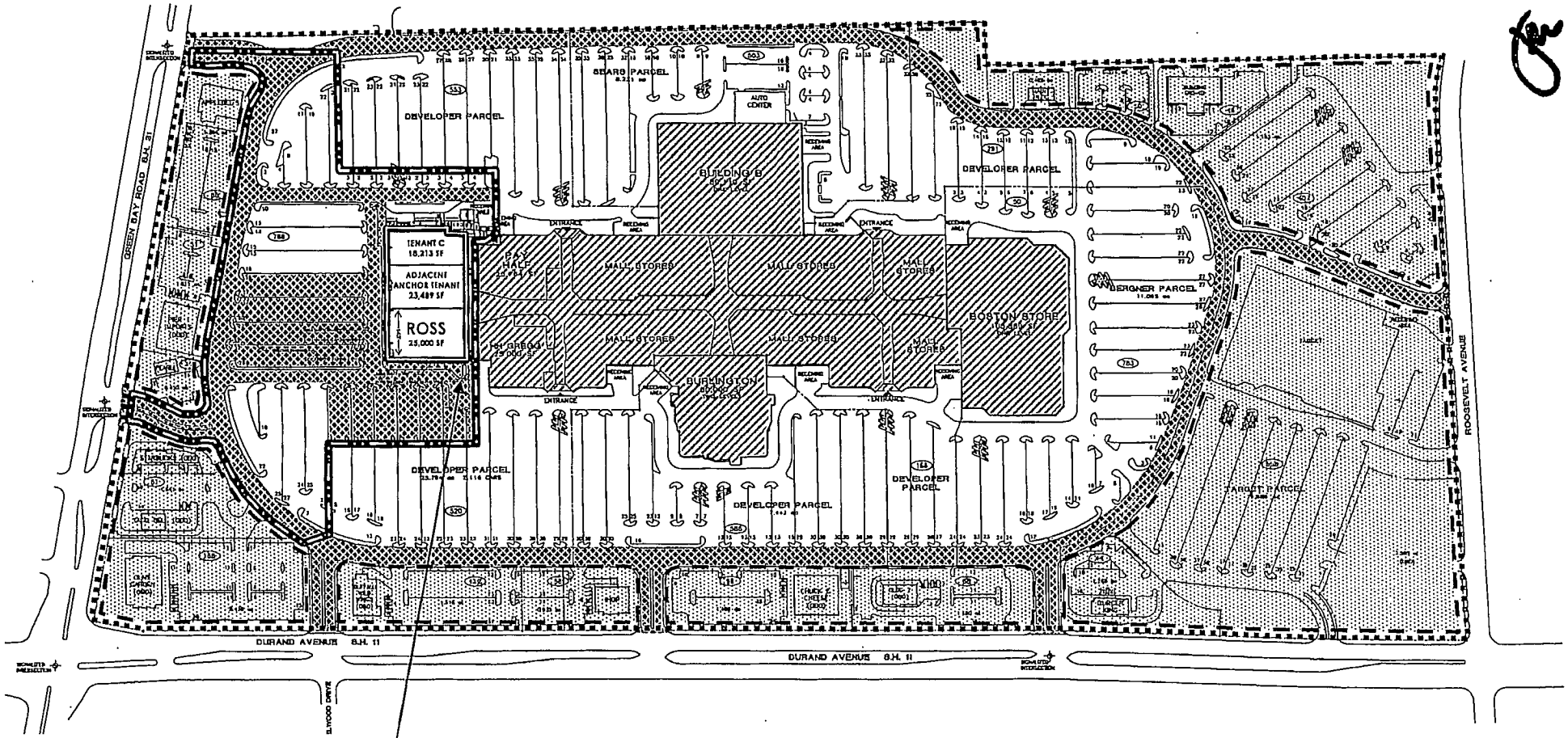
That part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 24; thence South 89° 28' 36" East along the South line of the Southeast 1/4 of said Section 24, 992.09 feet; thence North 01° 33' 26" West,
61.18 feet to a point on the Northerly line of State Trunk Highway 11; thence North 88° 00' 16" West,
474.11 feet; thence North 86° 48' 46" West, 291.28 feet; thence North 87° 55' 25" West, 446.66 feet; thence North 89° 02' 04" West along the Northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence North 77° 46' 59" West, 116.17 feet to a point on the Easterly right-of-way line of State Trunk Highway 31; thence North 11° 30' 26" East along the Easterly right-of-way line of State Trunk Highway 31, 475.51 feet to the point of description; thence North 11° 30' 26" East 65.00 feet; thence along the arc of a 232.50 foot radius curve, concave to the South, having a chord length of 82.74 feet bearing South 68° 14' 34" East to a point of reverse curve; thence along the arc of a 127.50 foot radius curve, concave to the North, having a chord length of 66.15 feet bearing South 73° 01' 49" East; thence along the arc of a 30.00 foot radius curve, concave to the West, having a chord length of 45.30 feet bearing North 42° 54' 33" East to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 136.35 feet bearing North 02° 41' 42" East; thence North 11° 30' 26" East, 161.86 feet; thence North 11° 49' 06" East, 332.74 feet to a point of curve; thence along the arc of a 275.00 foot radius curve, concave to the East, having a chord length of 110.85 feet bearing North 23° 26' 46" East to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the West, having a chord length of 43.37 feet bearing North 14° 02' 47" West; thence along the arc of a 117.50 foot radius curve, concave to the South, having a chord length of 54.80 feet bearing North 76° 39' 16" West; thence South 89° 51' 41" West, 65.00 feet to a point of reverse curve; thence along the arc of a 165.00 foot radius curve, concave to the North, having a chord length of 34.37 feet bearing North 84° 09' 52" West to a point on the Easterly right-of-way line of State Trunk Highway 31; thence North 11° 49' 06" East along the Easterly right-of-way line of State Trunk Highway 31, 32.50 feet; thence South 89° 02' 04" East, 341.56 feet; thence South 00° 57' 56" West, 277.61 feet; thence South 89° 02' 04" East, 369.18 feet; thence South 00° 57' 56" West, 164.31 feet; thence North 89° 02' 04" West, 53.00 feet; thence South 00° 57' 56" West, 474.58 feet; thence North 89° 02' 04" West, 349.39 feet; thence South 00° 57' 56" West, 213.13 feet; thence South 76° 05' 21" West, 67.30 feet; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 291.39 feet bearing North 40° 36' 11" West to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the South, having a chord length of 36.73 feet bearing North 59° 14' 03" West to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the North,

having a chord length of 128.47 feet bearing North 77° 29' 11" West to a point of reverse curve; thence along the arc of a 167.50 foot radius curve concave to the South, having a chord length of 59.61 feet bearing North 68° 14' 34" West to the point of beginning of this description.

PARCEL B:

Non-exclusive easement for the benefit of Parcel A created in Easement, Restriction and Operating Agreement dated as of December 28, 1979 and recorded in Volume 1545 of Records, Pages 235-384, as Document No. 1066872, as amended by First Amendment dated as of August 6, 1981 and recorded in Volume 1637, Pages 270-289, as Document No. 1099190 and further amended by Second Amendment dated as of March 27, 1985 and recorded in Volume 1747, Pages 145-157, as Document No. 1165931, for ingress and egress as provided for therein.



TENANT DOCK AND COMPACTOR AREA

N

LANDLORD'S PARCEL BOUNDARY

SHOPPING CENTER BOUNDARY

PENNEY SPACE / BUILDING ENVELOPE

INTERIOR MALL

OUTPARCELS

CONTROL AREA

EXHIBIT B

PAGE 1 OF 1

ROSS STORE #1894
"RACINE, WI"
REGENCY MALL

Document #: **2422381**
Date: 11-17-2015 Time: 02:06:07 PM Pages: 6
Fee: $30.00 County: RACINE State: WI
Requesting Party: Chicago Title Insurance Company - NCS Chic
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies this document has been electronically recorded and returned to Chicago Title Insurance Company - N

When recorded, return to:
Jo-Ann Stores, LLC
5555 Darrow Road
Hudson, OH 44236
Attn: Wendy Blasick – Legal Dept.

This instrument was prepared by:
Matthew Senra, Esq.
Jo-Ann Stores, LLC
5555 Darrow Road
Hudson, OH 44236

SPACE ABOVE THIS LINE FOR RECORDER'S USE

TAX ID# 276-00-00-23876-010

MEMORANDUM OF LEASE

This Memorandum of Lease is made as of August 5, 2015, between **Jo-Ann Stores LLC**, an Ohio limited liability company ("Tenant"), located at 5555 Darrow Road, Hudson, Ohio 44236 and **Penny Racine, LLC, a Delaware limited liability company** ("Landlord"), located at Penny Racine, LLC, c/o Learsi and Co., Inc., 3100 Dundee Road, #308 Northbrook, IL 60062, Attn: David Israel.

Reference is made to a Lease dated August 5, 2015, between Landlord and Tenant (the "Lease"). Pursuant to Section 33 of the Lease, the parties desire to create this instrument. The parties acknowledge the following:

1. The Premises consists of approximately 23,371 square feet in Regency Mall located in Racine, WI, as legally described on Exhibit A attached hereto and incorporated by reference herein (the "Shopping Center").

2. Subject to the terms of the Lease, the initial term of the Lease commences on the Commencement Date (as defined in the Lease) and ends on the last day of the 12th Lease Year (as defined in the Lease). Tenant has options to extend the initial term for four (4) additional periods of five (5) years each.

3. Landlord has granted Tenant the exclusive right to sell the following items in the Shopping Center: the sale of fabrics of all kinds, goods sold by the yard, upholstery materials, scrapbooks and scrapbooking supplies and materials, patterns, yarns and knitting supplies, needlepoint, macramé, artificial flowers and accessories, arts and crafts materials and supplies, all types of notions, custom framing, framed artwork, sewing machines, sewing machine furniture, products, accessories and services related to all of the foregoing, and other items and services customarily offered for sale by a fabric and/or arts and crafts store.

4. Landlord has agreed that the Shopping Center or any portion thereof will not be used as or for the following:

(i) a movie theater; auditorium; meeting or banquet hall;
(ii) church; bingo hall or a place of public assembly;
(iii) library or school (includes, but not limited to, a beauty school, barber college, reading room, place of instruction or any other operation serving primarily students or trainees rather than retail customers);
(iv) for the sale or service of automobiles or other vehicles;
(v) night club or bar serving alcoholic beverages except as incidental to a restaurant ("incidental" shall be defined as deriving less than 25% of gross sales from the sale alcoholic beverages); or liquor or beverage store;
(vi) funeral parlor; massage parlor;
(vii) animal clinic or animal boarding (kennel);
(viii) discotheque; dance hall or otherwise for musical/dance reviews or topless/nude shows;
(ix) karate studio; gymnasium; bowling alley; or skating rink; except that the upper level of the Shopping Center may be used as an instructional or health and fitness gymnasium provided its entrance is located on the north side of the Shopping Center as identified on the Site Plan;
(x) car wash;
(xi) off-track betting establishment, gambling, gaming, video gaming, etc.;
(xii) pool room, game room or amusement arcade (defined as any establishment containing more than a combination of three electronic, pinball or other games), gallery or store or pinball arcade;
(xiii) so-called "flea market"; or second-hand, used goods or consignment store;
(xiv) store selling primarily distressed or damaged merchandise;
(xv) health club or spa, except that the upper level of the Shopping Center may be used for a health club provided its entrance is located on the north side of the Shopping Center as identified on the Site Plan;
(xvi) so-called "head shop"; or night club;
(xvii) gun range or gun shop;
(xviii) for warehousing, except as incidental to a retail business;
(xix) adult book store or store selling or exhibiting sexually explicit materials;
(xx) any business or use that emits offensive odors, fumes, dust or vapors or is a public or private nuisance or emits loud noise or objectionable sounds or creates fire, explosive or

other hazard (e.g., motorized vehicle repair or body shop); provided, however, tire, battery or auto parts retail locations shall not be precluded under this Restricted Use;

(xxi) abortion clinic, aids clinic, drug treatment facility or bodily fluid collection facility; homeless shelter or halfway house;

(xxii) business office usage;

(xxiii) animal kennel;

(xxiv) laundromat;

(xxv) any non-retail use;

(xxvi) marijuana dispensary; or

tattoo parlor.

5. This Memorandum of Lease is intended solely to establish the Lease and the rights of Tenant in respect of the Premises as matters of public record. Reference is hereby made to the Lease for a complete description of all of the rights, duties, and obligations of the parties in respect of the Premises and the use and the occupancy thereof. In the event of any inconsistency between the Lease and this Memorandum of Lease, the Lease shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In witness whereof, each party has caused this instrument to be signed by its duly authorized representative.

LANDLORD:
PENNY RACINE, LLC

By: _____

Name: David Israel

Title: Manager

TENANT:
JO-ANN STORES, LLC

By: _____
David B. Goldston, Senior Vice President,
General Counsel and Secretary

ITES

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **PENNY RACINE, LLC**, by David Israel, its Manager, who did sign the foregoing instrument on behalf of the limited liability company and that the same is his free act and deed of the limited liability company and personally and as such authorized representative.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Northbrook, Illinois, this 5 day of August, 2015.

OFFICIAL SEAL
KATHY HENSON
Notary Public - State of Illinois
My Commission Expires Feb 5, 2019

NOTARY PUBLIC

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **JO-ANN STORES, LLC**, an Ohio limited liability company, by David B. Goldston, its senior vice president, general counsel and secretary, who acknowledged that they did sign the foregoing instrument on behalf of said limited liability company and that the same is their free act and deed personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Hudson, Ohio, this 31st day of July, 2015.

NOTARY PUBLIC

NOTARIAL SEAL
STATE OF OHIO

Wendy S. Blasick
Notary Public, State of Ohio
My Commission Expires 05-20-2019

EXHIBIT A

Legal Description of Shopping Center

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 24; thence S89°28'36"E along the south line of the Southeast 1/4 of said Section 24, 992.09 feet; thence N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11; thence N88°00'16"W, 474.11 feet; thence N86°48'46"W, 291.28 feet; thence N87°55'25"W, 446.66 feet; thence N89°02'04"W, along the northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence N11°30'26"E along the easterly right-of-way line of State Trunk Highway 31, 475.51 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence N11°30'26"E 65.00 feet; thence along the arc of a 232.50 foot radius curve, concave to the south, having a chord length of 82.74 feet bearing S68°14'34"E to a point of reverse curve; thence along the arc of a 127.50 foot radius curve, concave to the north, having a chord length of 66.15 feet bearing S73°01'49"E; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.30 feet bearing. N42°54'33"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 136.35 feet bearing N02°41'42"E; thence N11°30'26"E, 161.86 feet; thence N11°49'06"E, 332.74 feet to a point of curve; thence along the arc of a 275.00 foot radius curve, concave to the east, having a chord length of 110.85 feet bearing N23°26'46"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.37 feet bearing N14°02'47"W; thence along the arc of a 117.50 foot radius curve, concave to the south, having a chord length of 54.80 feet bearing N76°39'16"W; thence S89°51'41"W, 65.00 feet to a point of reverse curve; thence along the arc of a 165.00 foot radius curve, concave to the north, having a chord length of 34.37 feet bearing N84°09'52"W, to a point on the easterly right-of-way line of State Trunk Highway 31; thence N11°49'06"E along the easterly right-of-way line of State Trunk Highway 31, 32.50 feet; thence S89°02'04"E, 341.56 feet; thence S00°57'56"W, 277.61 feet; thence S89°02'04"E, 369.18 feet; thence S00°57'56"W, 164.31 feet; thence N89°02'04"W, 53.00 feet; thence S00°57'56"W, 474.58 feet; thence N89°02'04"W, 349.39 feet; thence S00°57'56"W, 213.13 feet; thence S76°05'21"W, 67.30 feet; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 291.39 feet bearing N40°36'11"W to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 36.73 feet bearing N59°14'03"W to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the north, having a chord length of 128.47 feet bearing N77°29'11"W to a point of reverse curve; thence along the arc of a 167.50 foot radius curve concave to the south, having a chord length of 59.61 feet bearing N68°14'34"W TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

Document #: **2393510**
Date: 11-03-2014 Time: 04:44:00 PM Pages: 35
Fee: $30.00 County: RACINE State: WI
Requesting Party: Chicago Title Company - SPS Wisconsin
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

The above recording information verifies this document has been electronically recorded and returned to the submitter

This Instrument Was Prepared By
And After Recording Please Return To:

Daniel Kohn, Esq.
Duane Morris LLP
190 South LaSalle Street
Suite 3700
Chicago, Illinois 60603

Tax Key No.: 276-00-00-23876-010

MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

THIS **MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT** (this "**Mortgage**") is made as of October 31, 2014, by **PENNY RACINE, LLC**, a Delaware limited liability company ("**Borrower**"), with a mailing address c/o Learsi & Co., Inc., 3100 West Dundee Road, Suite 308, Northbrook, Illinois 60062, Attention: David S. Israel, to **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association ("**Lender**"), its successors and its assigns, with a mailing address of 525 West Monroe Street, 24th Floor, Chicago, Illinois 60661, Attention: Rosemary C. Kehr, Senior Vice President, and pertains to the real estate described in **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

I

RECITALS

A. Borrower has executed and delivered to Lender a Mortgage Note of even date herewith (together with all renewals, amendments, supplements, restatements, extensions, and modifications thereof and thereto, the "**Note**"), wherein Borrower promises to pay to the order of

Lender the principal amount of One Million Four Hundred Thirty Thousand and No/100 Dollars ($1,430,000.00) in repayment of an acquisition loan from Lender in like amount (the "**Loan**"), together with interest thereon, at variable rates of interest and otherwise as set forth in the Note, which Note is due and payable on or before the Maturity Date (as defined in the Note), as such Maturity Date may be accelerated in accordance with the terms of the Note; and

B. As security for the repayment of the Loan, in addition to this Mortgage, certain other loan documents have been executed and delivered to Lender (the Note, this Mortgage, that certain guaranty agreement of even date herewith, executed by David S. Israel ("**Guarantor**"; Guarantor, together with any other guarantors of the indebtedness secured hereby, whether now or hereafter existing, are referred to collectively herein as the "**guarantors**"), and all other documents or instruments executed and/or delivered as additional evidence of, or security for repayment of, the Loan, whether now or hereafter existing, and all renewals, amendments, supplements, restatements, extensions, and modifications thereof and thereto, are hereinafter sometimes collectively referred to as the "**Loan Documents**"). The terms and provisions of the other Loan Documents are hereby incorporated herein by this reference.

C. In consideration of advances, credits and other financial accommodations heretofore or hereinafter made to Borrower by Lender, Lender has required Borrower hereby to deliver, pledge, assign, transfer, mortgage and warrant to Lender the Mortgaged Property (as that term is hereinafter defined) as security for repayment of the Loan as well as any and all other amounts owed to Lender under the terms of the Loan Documents.

II

THE GRANT

NOW, THEREFORE, to secure the payment of the principal amount of the Note and interest thereon (at variable rates and as otherwise provided therein) and all fees and premiums, if any, thereon, and all other sums due thereunder or advanced by Lender in accordance with the Loan Documents and all costs and expenses incurred by Lender in connection with any of the Loan Documents and the reimbursement to Lender for any amounts advanced pursuant to any letters of credit issued pursuant to the Loan Documents or any fees or charges associated with such letters of credit (all such obligations and payments are sometimes referred to herein as the "**indebtedness secured hereby**"), and to secure any and all obligations, contingent or otherwise, whether now existing or hereafter arising of Borrower to Lender, and to secure the observance and performance of the agreements contained herein and in the other Loan Documents, Borrower hereby **GRANTS, ASSIGNS, REMISES, RELEASES, WARRANTS, BARGAINS, SELLS, CONVEYS,** and **MORTGAGES** to Lender, its successors and assigns, forever all of Borrower's estate, right, title and interest, whether now or hereafter acquired, in and to the Premises, together with the following described property, whether now or hereafter acquired (the Premises, together with a security interest in and a lien on the following described property being hereinafter referred to collectively as the "**Mortgaged Property**"), all of which other property is hereby pledged on a parity with the Premises and not secondarily:

(a) All buildings and other improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction,

reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Mortgaged Property immediately upon the delivery thereof to the Premises;

(b) All right, title and interest of Borrower, if any, including, without limitation, any after-acquired title or reversion, in and to the beds of the ways, streets, avenues, sidewalks and alleys adjoining the Premises;

(c) Each and all of the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights and any and all other rights, liberties and privileges of the Premises or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity, as well as any after-acquired title, franchise or license and the reversions and remainders thereof;

(d) All leases now or hereafter on or affecting the Premises, whether written or oral, and all agreements for use of the Premises, together with all rents, issues, deposits, profits and all accounts relating to the Premises and other benefits now or hereafter arising from or in respect of the Premises accruing and to accrue from the Premises and the avails thereof;

(e) All fixtures and personal property now or hereafter owned by Borrower and attached to, contained in or used in connection with the Premises or the aforesaid improvements thereon, including, without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, inventory, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring and all renewals or replacements thereof or articles in substitution therefor, whether or not the same be attached to such improvements, it being agreed that all such property owned by Borrower and placed on the Premises or used in connection with the operation or maintenance thereof shall, so far as permitted by law, be deemed for the purpose of this Mortgage to be part of the real estate constituting and located on the Premises and covered by this Mortgage;

(f) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Premises and the other Mortgaged Property, or any part thereof, or to any rights appurtenant thereto;

(g) All compensation, awards, damages, claims, rights of actions and proceeds of or on account of (i) any damage or taking, pursuant to the power of eminent domain, of the Premises and the other Mortgaged Property or any part thereof, (ii) damage to all or any portion of the Premises and the other Mortgaged Property by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Premises and the other Mortgaged Property or of other property, or (iii) the alteration of the grade of any

street or highway on or about the Premises and the other Mortgaged Property or any part thereof; and except as otherwise provided herein, Lender is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor and to apply the same toward the payment of the indebtedness and other sums secured hereby;

(h) All accounts relating to the Premises, contract rights, general intangibles, actions and rights in action, including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Premises or the other Mortgaged Property or any part thereof;

(i) All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Premises or the other Mortgaged Property;

(j) All building materials and goods which are procured or to be procured for use on or in connection with the Mortgaged Property, whether or not such materials and goods have been delivered to the Premises;

(k) All plans, specifications, architectural renderings, drawings, licenses, permits, soil test reports, other reports of examinations or analyses, contracts for services to be rendered to Borrower, or otherwise in connection with the Mortgaged Property and all other property, contracts, reports, proposals, and other materials now or hereafter existing in any way relating to the Premises or the other Mortgaged Property or construction of additional improvements thereto;

(l) All real estate tax refunds and other related refunds for the Premises; and

(m) The proceeds from any sale, transfer, pledge or other disposition of any or all of the foregoing described Mortgaged Property;

To have and to hold the same unto Lender and its successors and assigns forever, for the purposes and uses herein set forth together with all right to possession of the Premises after the occurrence of any Default (as hereinafter defined in **Section 4.1** hereof) hereunder subject only to the schedule of exceptions, if any, listed in the title insurance policy insuring Lender's interest in the Premises (collectively, "**Permitted Encumbrances**"); Borrower hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State where the Premises are located.

BORROWER REPRESENTS, WARRANTS AND COVENANTS to Lender that Borrower is lawfully seized of the Premises, that the same is unencumbered except by the Permitted Encumbrances, and that it has good right, full power and lawful authority to convey and mortgage the same, and that Borrower will warrant and forever defend said parcels and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

If and when the principal amount of the Note and all interest as provided thereunder have been paid, and Borrower has satisfied all obligations thereunder and under the other Loan Documents, then this Mortgage shall be released at the cost of Borrower, but otherwise shall remain in full force and effect.

III

GENERAL AGREEMENTS

Section 3.1 **Principal and Interest**. Borrower shall pay or cause to be paid promptly when due the principal and interest on the indebtedness evidenced by the Note at the times, at the variable rates and in the manner provided in the Note, this Mortgage and the other Loan Documents. Any amount not paid when due hereunder, and such failure continues beyond any applicable grace period, shall accrue interest at the Default Interest Rate (as defined in the Note).

Section 3.2 **Property Taxes.** Borrower shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer charges, and any other charges that may be asserted against the Mortgaged Property or any part thereof or interest therein, and furnish to Lender duplicate receipts therefor within thirty (30) days after payment thereof. Borrower may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or assessments, provided that:

(a) such contest shall have the effect of preventing the collection of the tax or assessment so contested and the sale or forfeiture of the Mortgaged Property or any part thereof or interest therein to satisfy the same;

(b) Borrower has notified Lender in writing of the intention of Borrower to contest the same before any tax or assessment has been increased by any interest, penalties or costs; and

(c) Borrower has deposited with Lender, at such place as Lender may from time to time in writing designate, a sum of money or other security acceptable to Lender that is sufficient, in Lender's sole and absolute judgment, to pay in full such contested tax and assessment and all penalties and interest that might become due thereon, and shall keep on deposit an amount sufficient, in Lender's sole and absolute judgment, to pay in full such contested tax and assessment, increasing such amount to cover additional penalties and interest whenever, in Lender's sole and absolute judgment, such increase is advisable. Upon the consummation of such contest, and provided there is no existing Default hereunder, any excess funds held by Lender shall be returned to Borrower.

In the event Borrower fails to prosecute such contest in good faith and with reasonable diligence, Lender may, at its option, apply the monies and liquidate any securities deposited with Lender in payment of, or on account of, such taxes and assessments, or any portion thereof then unpaid, including all penalties and interest thereon. If the amount of the money and any such security so deposited is insufficient for the payment in full of such taxes and assessments, together with all penalties and interest thereon, Borrower shall forthwith, upon demand, either deposit with Lender a sum that, when added to such funds then on deposit, is sufficient to make such payment in full, or, if Lender has applied funds on deposit on account of such taxes and assessments, restore such deposit to an amount satisfactory to Lender. Provided no Default exists hereunder, Lender shall, if so requested in writing by Borrower, after final disposition of such contest and upon Borrower's delivery to Lender of an official bill for such taxes, apply the

money so deposited in full payment of such taxes and assessments or that part thereof then unpaid, together with all penalties and interest thereon, and any excess security shall be returned to Borrower.

Section 3.3 **Tax Escrow**. At Lender's request, Borrower, to provide for the payment of real estate taxes and assessments pertaining to the Premises, shall, simultaneously with Borrower's monthly payments of interest and principal to Lender, deposit monthly with Lender one twelfth ($1/12^{th}$) of one hundred percent (100%) of the annual real estate taxes as reasonably estimated by Lender from time to time in such manner as Lender may prescribe so as to provide for the current year's real estate tax obligation. If the amount estimated to pay said taxes is not sufficient, Borrower shall pay the difference within five (5) days following Lender's demand therefor in writing. Should Borrower fail to deposit sufficient amounts with Lender to pay such obligations, Lender may, but shall not be obligated to, advance monies necessary to make up any deficiency in order to pay such obligations. Any monies so advanced by Lender shall become so much additional indebtedness secured hereby and shall become immediately due and payable with interest due thereon at the Default Interest Rate. Lender is not obligated to inquire into the validity or accuracy of the real estate tax obligations before making payments of the same and nothing herein contained shall be construed as requiring Lender to advance other monies for said purpose nor shall Lender incur any personal liability for anything it may do or omit to do hereunder. It is agreed that all such payments made, at the option of Lender, shall be (i) held in trust by it without earnings for the payment of the real estate tax obligations; (ii) carried in a tax account for the benefit of Borrower and withdrawn by Lender to pay the real estate tax obligations; or (iii) credited to the unpaid balance of said indebtedness as received, provided that Lender advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If such items are held in trust or carried in a tax account for Borrower, the same are hereby pledged together with any other account of Borrower, or any guarantor of the indebtedness hereby, held by Lender to further secure the indebtedness secured hereby, and any officer of Lender is authorized to withdraw the same and apply said sums as aforesaid. Notwithstanding anything to the contrary contained herein, in the event any amounts are held by Lender pursuant to the terms of this **Section 3.3**, Lender shall either apply such amounts to real estate taxes when due and payable, or, in the alternative, toward the principal balance of the Loan; provided, if no Default is then occurring, such amounts shall be applied to said real estate taxes.

Notwithstanding anything contained in this paragraph to the contrary, Lender shall have no obligation to pay such taxes, assessments and other governmental liens or charges against the Mortgaged Property from the amounts collected by Lender pursuant to this paragraph if (i) any default or event of default has occurred under any of the Loan Documents and such default or event of default remains uncured beyond any applicable cure period, or (ii) Borrower fails to provide Lender with a written request to pay such taxes, assessments and other governmental liens or charges against the Mortgaged Property at least ten (10) business days prior to the date on which the same become delinquent or past due and further provided that such written request from Borrower includes a duplicate copy of the applicable bill for such taxes, assessments and other governmental liens or charges against the Mortgaged Property which Borrower specified in such request to be paid from such amounts held by Lender pursuant to this paragraph.

Borrower agrees to indemnify, defend and hold Lender harmless from any loss, cost, expense, claim, penalty or charge (including reasonable attorneys' fees) that result from Borrower's failure to comply with the foregoing.

Section 3.4 **Payments by Lender.** In the event of a Default hereunder, Lender is hereby authorized to make or advance, in the place and stead of Borrower, any payment relating to taxes, assessments, water and sewer charges, and other governmental charges, fines, impositions or liens that may be asserted against the Mortgaged Property or any part thereof, and may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy thereof or into the validity of any tax, assessment, lien, sale, forfeiture or title or claim relating thereto. In the event of a Default hereunder, Lender is further authorized to make or advance, in the place and stead of Borrower, any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, charge or payment, as well as take any and all actions which Lender deems necessary or appropriate on Borrower's behalf whenever, in Lender's sole and absolute judgment, such payments or actions seem necessary or desirable to protect the full security intended to be created by this Mortgage. In connection with any such advance, Lender is further authorized, at its option, to obtain a continuation report of title or title insurance policy prepared by a title insurance company of Lender's choosing. All payments, costs and other expenses incurred by Lender pursuant to this **Section 3.4**, including without limitation reasonable attorneys' fees, expenses and court costs, shall constitute additional indebtedness secured hereby and shall be repayable by Borrower upon demand with interest at the Default Interest Rate.

Section 3.5 **Insurance.** (a) Borrower agrees to maintain the insurance required on **Exhibit "B"** attached hereto.

The insurance proceeds shall be made available to Borrower to repair and restore the Mortgaged Property if, and only if, all of the following conditions are satisfied:

(A) no Default shall have occurred hereunder or under any of the other Loan Documents and is continuing;

(B) the insurance proceeds shall, in Lender's reasonable judgment, be sufficient to complete the repair and restoration of the buildings, structures and other improvements on the Premises to an architectural and economic unit of substantially the same character and the same value as existed immediately prior to such casualty, or, if Lender shall determine, in its reasonable discretion, that the insurance proceeds are insufficient, Borrower shall have deposited with Lender the amount of the deficiency in cash within fifteen (15) days after Lender's demand therefor;

(C) after such repair or restoration, the Mortgaged Property shall, in Lender's reasonable judgment, adequately secure the outstanding balance of the Loan;

(D) the insurers do not deny liability to the insureds; and

(E) with respect to any claims for any Loss arising out of a single occurrence which shall in the aggregate exceed One Hundred Thousand and No/100 Dollars ($100,000.00), such Loss does not occur during the last three (3) months of the term of the Loan.

In all other cases, the insurance proceeds may, at the option of Lender, be applied in the reduction of the indebtedness secured hereby, whether due or not, in such order as Lender shall determine in its reasonable discretion, or be held by Lender and used to reimburse Borrower for the cost of rebuilding or restoring buildings or improvements on the Premises.

Notwithstanding anything herein to the contrary, in case of any Loss after foreclosure proceedings have been instituted, all insurance proceeds shall, at Lender's option, be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if said owner shall then be entitled to the same, or as the court may otherwise direct. In case of the foreclosure of this Mortgage, the court in its decree may provide that the mortgagee's clause attached to each of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said decree creditor. Any foreclosure decree may further provide that in case of any one or more redemptions made under said decree, each successive redemptor may cause the preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemptor. In the event of foreclosure sale, Lender is hereby authorized, without the consent of Borrower, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Lender may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

Nothing contained in this Mortgage shall create any responsibility or obligation on Lender to collect any amount owing on any insurance policy, to rebuild, repair or replace any damaged or destroyed portion of the Mortgaged Property, or to perform any act hereunder.

(i) Upon Borrower's request, and provided all of the conditions of the second paragraph of **Section 3.5(a)** have been satisfied or upon Lender's election to apply such insurance proceeds toward repairing, restoring, and rebuilding such improvements, such insurance proceeds shall be made available therefor, by Lender, or such other depositary designated by Lender, from time to time, to Borrower or at Lender's option directly to contractors, subcontractors, material suppliers and other persons entitled to payment in accordance with and subject to such conditions to disbursement as Lender may impose to ensure that the work is fully completed in a good and workmanlike manner and paid for and that no liens or claims arise by reason thereof, provided that Lender is furnished with evidence reasonably satisfactory to Lender of the estimated cost of such repairs, restoration and rebuilding and with architect's and other certificates, waivers of lien, certificates, contractors' sworn statements, and other evidence of the estimated cost thereof and of payments as Lender may require and approve in its sole and absolute discretion. In

addition to the foregoing, if the estimated cost of the work exceeds ten (10%) percent of the original principal amount of the indebtedness secured hereby, Borrower shall also deliver to Lender for its prior approval evidence satisfactory to Lender in its sole and absolute discretion that the appraised value of the Mortgaged Property after such work will not be less than its appraised value established in the appraisal delivered to Lender on or prior to the date hereof and all plans and specifications for such repairs, restoration and rebuilding as Lender may require and approve in its sole and absolute discretion. No payment made prior to the final completion of the work shall exceed ninety (90%) percent of the value of the repair, restoration or rebuilding work performed, from time to time, and at all times the undisbursed balance of such proceeds remaining in the custody or control of Lender shall be, in Lender's sole and absolute discretion, at least sufficient to pay for the cost of completion of the work, free and clear of any liens. Lender may, at any time after the occurrence of a Default hereunder, and in its sole and absolute discretion, procure and substitute for any and all of the insurance policies so held as aforesaid, such other policies of insurance in such amounts and carried in such companies as Lender may select. Lender may commingle any such funds held by it hereunder and shall not be obligated to pay any interest with respect to any such funds held by or on behalf of Lender.

(b) **RIGHT OF LENDER TO PURCHASE INSURANCE. UNLESS BORROWER PROVIDES LENDER WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS MORTGAGE, LENDER MAY PURCHASE INSURANCE AT BORROWER'S EXPENSE TO PROTECT LENDER'S INTERESTS IN THE MORTGAGED PROPERTY. THIS INSURANCE MAY, BUT NEED NOT, PROTECT BORROWER'S INTERESTS IN THE MORTGAGED PROPERTY. THE COVERAGE PURCHASED BY LENDER MAY NOT PAY ANY CLAIMS THAT BORROWER MAKES OR ANY CLAIM THAT IS MADE AGAINST BORROWER IN CONNECTION WITH THE MORTGAGED PROPERTY. BORROWER MAY LATER CANCEL ANY SUCH INSURANCE PURCHASED BY LENDER, BUT ONLY AFTER PROVIDING LENDER WITH EVIDENCE THAT BORROWER HAS OBTAINED INSURANCE AS REQUIRED BY THIS MORTGAGE. IF LENDER PURCHASES INSURANCE FOR THE MORTGAGED PROPERTY, BORROWER WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES THAT LENDER MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO THE SECURED INDEBTEDNESS. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE BORROWER MAY BE ABLE TO OBTAIN ON ITS OWN.**

Section 3.6 Condemnation and Eminent Domain. Any and all awards heretofore or hereafter made or to be made to the present or any subsequent owner of the

Mortgaged Property by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Mortgaged Property, (including any award from the United States government at any time after the allowance of a claim therefor, the ascertainment of the amount thereto, and the issuance of a warrant for payment thereof), are hereby assigned by Borrower to Lender, which awards Lender is hereby authorized to negotiate, collect and receive from the condemnation authorities. Lender is hereby authorized to give appropriate receipts and acquittances therefor. Borrower shall give Lender immediate notice of the actual or threatened commencement of any condemnation or eminent domain proceedings of which it has knowledge affecting all or any part of the Mortgaged Property (including severance of, consequential damage to or change in grade of streets), and shall immediately deliver to Lender copies of any and all papers served in connection with any such proceedings. Borrower further agrees to make, execute and deliver to Lender, free and clear of any encumbrance of any kind whatsoever, any and all further assignments and other instruments deemed necessary by Lender for the purpose of validly and sufficiently assigning all awards and other compensation heretofore, now and hereafter made to Borrower for any taking, either permanent or temporary, under any such proceeding. Any such award shall be applied toward the indebtedness secured by this Mortgage or applied toward restoring the Mortgaged Property in accordance with the provisions of and in the same manner as is provided for insurance proceeds in **Section 3.5** hereof. Notwithstanding the foregoing, any expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by Lender in intervening in such action or compromising and settling such action or claim, or collecting such proceeds, shall be reimbursed to Lender first out of the proceeds.

Section 3.7 **Maintenance of Property.** No portion of the Mortgaged Property shall be altered, removed or demolished, severed, removed, sold or mortgaged, without the prior written consent of Lender. In the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered by this Mortgage or by any separate security agreement executed in conjunction herewith, the same shall be replaced promptly by similar fixtures, chattels and articles of personal property at least equal in value, quality and condition to those replaced, free from any other security interest therein, encumbrances thereon or reservation of title thereto. Borrower shall promptly repair, restore or rebuild any building or other improvement or any part thereof now or hereafter situated on the Premises that may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for such purpose. Any such building or other improvement or any part thereof shall be repaired, restored or rebuilt so as to be of at least equal value and of substantially the same character as prior to such damage or destruction.

Borrower further agrees not to permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, to keep and maintain the Mortgaged Property and every part thereof in good repair and condition, to effect such repairs as Lender may reasonably require, and, from time to time, to make all necessary and proper replacements thereof and additions thereto so that the Premises and such buildings, other improvements, fixtures, chattels and articles of personal property will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed.

Section 3.8 **Compliance with Laws.** Borrower shall: (i) comply with all statutes, ordinances, regulations, rules, orders, decrees and other requirements relating to the

Mortgaged Property, or any part thereof, by any federal, state or local authority, including, without limitation, the Americans with Disabilities Act of 1990, and (ii) observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, without limitation, zoning variances, special exceptions, and nonconforming uses), privileges, franchises and concessions that are applicable to the Mortgaged Property or that have been granted to or contracted for by Borrower in connection with any existing or presently contemplated use of the Mortgaged Property or any part thereof. Borrower shall not initiate or acquiesce in any changes to or termination of any of the foregoing or of zoning design actions affecting the use of the Mortgaged Property or any part thereof without the prior written consent of Lender.

Section 3.9 **Liens and Transfers.** Without Lender's prior written consent, Borrower shall not, directly or indirectly, create, suffer or permit to be created or filed or to remain against the Mortgaged Property, or any part thereof, hereafter any mortgage lien or other lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to the Mortgaged Property, whether superior or inferior to the lien of this Mortgage; provided, however, that Borrower may, within ten (10) days after the filing thereof, contest in good faith by appropriate legal or administrative proceedings any lien claim arising from any work performed, material furnished or obligation incurred by Borrower upon furnishing Lender a bond issued by a company approved by Lender in its reasonable discretion covering the lien claim, or an endorsement to Lender's title insurance policy insuring Lender's interest in the Premises insuring over said lien claim, each in form and substance satisfactory to Lender in its reasonable discretion, or such other security and indemnification satisfactory to Lender, in its reasonable discretion, for the final payment and discharge thereof. In the event Borrower hereafter creates, suffers or permits any superior or inferior lien to be attached to the Mortgaged Property or any part thereof without such consent or without furnishing security as aforesaid, Lender shall have the unqualified right, at its option, to accelerate the maturity of the Note, causing the entire principal balance thereof and all interest accrued thereon to be immediately due and payable.

If Borrower, without Lender's prior written consent, sells, leases, transfers, conveys, assigns, pledges, hypothecates or otherwise disposes of the title to all or any portion of the Mortgaged Property, whether by operation of law, voluntarily or otherwise, or any interest (beneficial or otherwise) thereto, or enters into any agreement to do any of the foregoing which will not result in payment in full of the Loan, Lender shall have the unqualified right, at its option, to accelerate the maturity of the Note, causing the entire principal balance, and accrued interest to be immediately due and payable. Without limiting the generality of the foregoing, each of the following events shall be deemed a sale, transfer, conveyance, assignment, pledge, hypothecation or other disposition prohibited by the foregoing sentence:

(a) if Borrower is a corporation, any sale, conveyance, assignment or other transfer of all or any portion of the stock of such corporation, that results in a material change in the identity of the person(s) or entities in control of such corporation, or any corporation which controls Borrower;

(b) if Borrower is a partnership, any sale, conveyance, assignment or other transfer of all or any portion of the partnership interest of Borrower or any entity or entities in control of Borrower, or any partnership which controls Borrower;

(c) if Borrower is a limited liability company, any sale, conveyance, assignment or other transfer of all or any portion of the membership interest of any member of Borrower; provided, notwithstanding the foregoing, Borrower may effectuate transfers of membership interests in Borrower (i) for up to forty-nine percent (49%) of the membership interests in Borrower held by members other than Davis S. Israel provided David S. Israel retains management control of Borrower, and (ii) for estate planning purposes upon prior written notice to Lender provided that David S. Israel retains management control of Borrower;

(d) any sale, conveyance, assignment or other transfer of all or any portion of the stock, partnership or membership interest of any entity directly or indirectly in control of any corporation, partnership or limited liability company constituting Borrower or any corporation, partnership or limited liability company which controls Borrower, or any sale, conveyance, assignment or other transfer by Borrower in any corporation, partnership or limited liability company in which Borrower has a controlling interest, directly or indirectly; and

(e) any hypothecation of all or any portion of any stock, partnership or membership interest of Borrower, or of all or any portion of the stock, partnership or membership interest of any entity directly or indirectly in control of such corporation, partnership or limited liability company or any corporation, partnership or limited liability company which controls Borrower, or any sale, conveyance, assignment or other transfer by Borrower in any corporation, partnership or limited liability company in which Borrower has a controlling interest, directly or indirectly.

Any waiver by Lender of the provisions of this **Section 3.9** shall not be deemed to be a waiver of the right of Lender in the future to insist upon strict compliance with the provisions hereof.

Section 3.10 **Subrogation to Prior Lienholder's Rights.** If the proceeds of the Loan secured hereby or any part thereof, or any amount paid out or advanced by Lender is used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Property or any part thereof, then Lender shall be subrogated to the rights of the holder thereof in and to such other lien or encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

Section 3.11 **Lender's Dealings with Transferee.** In the event of the sale or transfer, by operation of law, voluntarily or otherwise, of all or any part of the Mortgaged Property, Lender shall be authorized and empowered to deal with the vendee or transferee with regard to the Mortgaged Property, the indebtedness secured hereby and any of the terms or conditions hereof as fully and to the same extent as it might with Borrower, without in any way releasing or discharging Borrower from its covenants hereunder, specifically including those

contained in **Section 3.9** hereof, and without waiving Lender's right of acceleration pursuant to **Section 3.9** hereof.

Section 3.12 **Stamp Taxes.** If at any time the United States government or any federal, state or municipal governmental subdivision requires Internal Revenue or other documentary stamps, levies or any tax on this Mortgage or on the Note, or requires payment of the United States Interest Equalization Tax on any of the indebtedness secured hereby, then such indebtedness and all interest accrued thereon shall be and become due and payable, at the election of Lender, thirty (30) days after the mailing by Lender of notice of such election to Borrower; provided, however, that such election shall be unavailing, and this Mortgage and the Note shall be and remain in effect, if Borrower may and does lawfully pay for such stamps or tax, including interest and penalties thereon, to or on behalf of Lender.

Section 3.13 **Change in Tax Laws.** In the event of the enactment, after the date of this Mortgage, of any law of the state in which the Premises are located deducting from the value of the Premises, for the purpose of taxation, the amount of any lien thereon, or imposing upon Lender the payment of all or any part of the taxes, assessments, charges or liens hereby required to be paid by Borrower, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Borrower's interest in the Mortgaged Property, or the manner of collection of taxes, so as to affect this Mortgage or the indebtedness secured hereby or the holder thereof, then Borrower, upon demand by Lender, shall pay such taxes, assessments, charges or liens, or reimburse Lender therefor; provided, however, that if, in the opinion of counsel for Lender, it might be unlawful to require Borrower to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then Lender may elect, by notice in writing given to Borrower, to declare all of the indebtedness secured hereby to become due and payable thirty (30) days after the giving of such notice. Nothing contained in this **Section 3.13** shall be construed as obligating Lender to pay any portion of Borrower's federal, state or local income tax.

Section 3.14 **Inspection of Property.** Borrower shall permit Lender and its representatives and agents to inspect the Mortgaged Property from time to time upon reasonable prior telephonic notice during normal business hours and as frequently as Lender considers reasonable.

Section 3.15 **Inspection of Books and Records.** Borrower shall keep and maintain full and correct books and records showing in detail the income and expenses of the Mortgaged Property and after demand therefor by Lender shall permit Lender and its agents and representatives to visit its offices, discuss its financial affairs with its officers and independent public accountants whether or not any representative of Borrower is present and to examine such books and records and all supporting vouchers and data, copies of any leases encumbering the Premises and such other information as Lender may deem reasonably necessary or appropriate at any time and from time to time on Lender's request at Borrower's offices, at the address hereinabove identified or at such other location as may be reasonably requested by Lender.

Section 3.16 **Financial Information**. Borrower shall furnish to Lender any and all financial information required pursuant to the terms of the Note.

Section 3.17 **Acknowledgment of Debt.** Borrower shall furnish from time to time, within ten (10) days after Lender's request, a written statement, duly acknowledged, specifying the amount due under the Note, this Mortgage and any of the other Loan Documents and disclosing whether any alleged offsets or defenses exist against the indebtedness secured hereby.

Section 3.18 **Other Amounts Secured.** Borrower acknowledges and agrees that this Mortgage secures the entire principal amount of the Note and interest accrued thereon, regardless of whether any or all of the loan proceeds are disbursed on or after the date hereof, and regardless of whether the outstanding principal is repaid in whole or part and future advances made at a later date, as well as any amounts owed to Lender pursuant to **Sections 3.2** and **3.4** hereof, any and all litigation and other expenses pursuant to **Sections 4.5** and **4.6** hereof and any other amounts as provided herein or in any of the other Loan Documents, including, without limitation, the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or paid or incurred by Lender in connection with the Loan, all in accordance with the Loan Documents.

Section 3.19 **Declaration of Subordination.** At the option of Lender, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to any and all leases of all or any part of the Mortgaged Property upon the execution by Lender and recording thereof, at any time hereafter, in the appropriate official records of the county wherein the Premises are situated, of a unilateral declaration to that effect.

Section 3.20 **Releases.** Lender, without notice and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens thereon, may release from the liens of Lender all or any part of the Mortgaged Property, or release from liability any person or entity obligated to repay any indebtedness secured hereby, without in any way affecting the liability of any party pursuant to the Note, this Mortgage or any of the other Loan Documents, including, without limitation, any guaranty given as additional security for the indebtedness secured hereby, and without in any way affecting the priority of the lien of this Mortgage, and may agree with any party liable therefor to extend the time for payment of any part or all of such indebtedness. Any such agreement shall not in any way release or impair the lien created by this Mortgage or reduce or modify the liability of any person or entity obligated personally to repay the indebtedness secured hereby, but shall extend the lien hereof as against the title of all parties having any interest, subject to the indebtedness secured hereby, in the Mortgaged Property.

Section 3.21 **Borrower's Representations.** Borrower hereby represents and covenants to Lender that:

(a) Borrower is lawfully seized of the Mortgaged Property hereby mortgaged, granted and conveyed and has the right to mortgage, grant and convey the Mortgaged Property, that the Mortgaged Property is unencumbered except by the Permitted Encumbrances, if any, and that Borrower will represent, warrant and defend generally the title to the Mortgaged Property, or any portion thereof, against any and all claims and demands, subject only to the Permitted Encumbrances, if any.

(b) Borrower (i) is a Delaware limited liability company, duly organized and validly existing under the laws of the State of Delaware and is in good standing in the State of Delaware; (ii) is qualified to do business and in good standing in the State of Wisconsin as well as in every other jurisdiction in which the nature of its business or its property makes such qualification necessary, (iii) has the power and authority to own its properties and to carry on its business as now being conducted; and (iv) is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.

(c) The execution, delivery and performance of the Note, this Mortgage and the other Loan Documents: (i) have received all necessary trust, partnership, governmental, company, and corporate approval; (ii) do not violate any provision of any law, any order of any court or agency of government or any indenture, agreement or other instrument to which Borrower is a party, or by which it or any portion of the Mortgaged Property is bound; and (iii) are not in conflict with, nor will result in breach of, or constitute (with due notice or lapse of time) a default under any indenture, agreement, or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever, upon any of its property or assets, except as contemplated by the provisions of this Mortgage.

(d) The Note, this Mortgage and the other Loan Documents, when executed and delivered by Borrower will constitute the legal, valid and binding obligations of Borrower and all other obligors named therein, if any, in accordance with their respective terms.

(e) All information, reports, papers, balance sheets, statements of profit and loss, and data given to Lender or its agents and employees regarding Borrower or any other party obligated under the terms of the Note, this Mortgage or any of the other Loan Documents are accurate and correct in all material respects, and are complete insofar as completeness may be necessary to give Lender a true and accurate knowledge of the subject matter.

(f) There is not now pending against or affecting Borrower or any other party obligated under the terms of the Note, this Mortgage or any of the other Loan Documents, nor, to the best of Borrower's knowledge, is there threatened any action, suit or proceeding at law, in equity or before any administrative agency which, if adversely determined, would materially impair or affect the financial condition or operation of Borrower or the Mortgaged Property.

(g) Borrower is not now, nor has ever been (i) listed on any Government Lists, (ii) a person who has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order #13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations promulgated in accord therewith or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense, or (iv) under investigation by any governmental authority for alleged criminal activity. For purposes hereof, the term "**Patriot Act Offense**" means any violation of the criminal laws of the United States of America or any

of the several states or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism, (B) the criminal laws against money laundering, (C) the Bank Secrecy Act, as amended, (D) the Money Laundering Control Act of 1986, as amended or (E) the Patriot Act (as said term is defined in **Section 3.27** hereof).

"**Patriot Act Offense**" also includes the crimes of conspiracy to commit, or aiding and abetting another to commit a Patriot Act Offense. For purposes hereof, the term "**Government Lists**" means (1) the specially designated nationals and blocked persons lists maintained by the Office of Foreign Assets Control, (2) other lists of terrorists, terrorist organizations or narcotic traffickers maintained pursuant to any of the rules and regulations of the Office of Foreign Assets Control that Lender notifies Borrower in writing is now included in "Government Lists" or (3) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other government authority or pursuant to any Executive Order of the President of the United States that Lender notifies Borrower in writing is now included in "Government Lists."

Section 3.22 **Utilities.** Borrower will pay all utility charges incurred in connection with the Premises and all improvements thereon, and shall maintain all utility services now or hereafter available for use at the Premises.

Section 3.23 **Assignment of Rents.** Borrower acknowledges that, concurrently herewith, Borrower is delivering to Lender, as additional security for the repayment of the Loan, an Assignment of Rents and Leases (the "**Assignment**") pursuant to which Borrower has assigned to Lender, interests in the leases, rents and income from the Mortgaged Property. All of the provisions of the Assignment are hereby incorporated herein as if fully set forth at length in the text of this Mortgage. Borrower agrees to abide by all of the provisions of the Assignment.

Section 3.24 **Security Agreement.** (a) This Mortgage shall be deemed a "Security Agreement" as defined in revised Article 9 of the Uniform Commercial Code, as approved by the State of Wisconsin on July 1, 2001, and codified at Chapter 409 (the "**Wisconsin Uniform Commercial Code**") and creates a security interest in favor of Lender in all property including, without limitation, all personal property, fixtures and goods affecting property either referred to or described herein or in any way connected with the use or enjoyment of the Mortgaged Property. The remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be as prescribed herein or by general law or, as to such part of the security which is also reflected in any Financing Statement filed to perfect the security interest herein created, by the specific statutory consequences now or hereinafter enacted and specified in the Wisconsin Uniform Commercial Code, all at Lender's sole election. Borrower and Lender agree that the filing of such a Financing Statement in the records normally having to do with personal property shall not be construed as in any way derogating from or impairing the intention of the parties hereto that everything used in connection with the production of income from the Premises or adapted for use therein or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain equipment items

capable of being thus identified in a recital contained herein or in any list filed with Lender, or (iii) any such item is referred to or reflected in any such Financing Statement so filed at any time. Similarly, the mention in any such Financing Statement of (1) the rights in or the proceeds of any fire or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) Borrower's interest as lessor in any present or future lease or rights to income growing out of the use or occupancy of the Mortgaged Property whether pursuant to lease or otherwise, shall never be construed as in any way altering any of the rights of Lender under this Mortgage or impugning the priority of Lender's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of Lender in the event any court or judge shall at any time hold with respect to (1), (2) and (3) that notice of Lender's priority of interest to be effective against a particular class of persons, including, but not limited to, the Federal Government and any subdivisions or entity of the Federal Government, must be filed in the Wisconsin Uniform Commercial Code records.

(b) Borrower shall execute, acknowledge and deliver to Lender, within ten (10) days after request by Lender, any and all security agreements, financing statements and any other similar security instruments reasonably required by Lender, in form and of content reasonably satisfactory to Lender, covering all property of any kind whatsoever owned by Borrower that, in the reasonable opinion of Lender, is essential to the operation of the Mortgaged Property and concerning which there may be any doubt whether title thereto has been conveyed, or a security interest therein perfected, by this Mortgage under the laws of the state in which the Premises are located. Borrower agrees to cooperate and join with Lender in taking such steps as are necessary, in Lender's judgment, to perfect or continue the perfected status of the security interests granted hereunder, including, without limitation, the execution and delivery of any financing statements, amendments thereto, continuation statements, affidavits, certificates or other documents as Lender may request in order to perfect, preserve, maintain, continue and extend such security instruments. Borrower further agrees to pay to Lender all fees, costs and expenses (including, without limitation, all reasonable attorneys' fees and expenses and court costs) incurred by Lender in connection with the preparation, execution, recording, filing and refiling of any such document. Lender may at any time and from time to time, file financing statements, continuation statements and amendments thereto that describe the property of Borrower in particular or as "all assets" of the Borrower or words of similar effect and which contain any other information required by the Wisconsin Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower. Borrower agrees to furnish any such information to Lender promptly upon request. Any such financing statements, continuation statements or amendments may be signed by Lender on behalf of Borrower, and may be filed at any time in any jurisdiction whether or not Revised Article 9 of the Uniform Commercial Code is then in effect in that jurisdiction with or without Borrower's signature

(c) Borrower shall, at any time and from time to time, take such steps as Lender may require for Lender to insure the continued perfection and priority of

Lender's security interest in any of Borrower's property and of the preservation of its rights therein.

Section 3.25 Fixture Financing Statement. From the date of its recording, this Mortgage shall be effective as a fixture financing statement with respect to all goods constituting part of the Mortgaged Property which are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth:

(a) Name and Address of Debtor:

Penny Racine, LLC
c/o Learsi & Co., Inc.
3100 West Dundee Road
Suite 308
Northbrook, Illinois 60062

(b) Name and Address of Secured Party:

Associated Bank, National Association
525 West Monroe Street
24th Floor
Chicago, Illinois 60661

(c) This document covers goods which are or are to become fixtures.

Section 3.26 Interest Laws. It being the intention of Lender and Borrower to comply with the laws of the State of Illinois, it is agreed that notwithstanding any provision to the contrary in the Note, this Mortgage or any of the other Loan Documents, no such provision shall require the payment or permit the collection of any amount ("**Excess Interest**") in excess of the maximum amount of interest permitted by law to be charged for the use or detention, or the forbearance in the collection, of all or any portion of the indebtedness evidenced by the Note. If any Excess Interest is provided for, or is adjudicated to be provided for, in the Note, this Mortgage or any of the other Loan Documents, then in such event: (a) the provisions of this **Section 3.26** shall govern and control; (b) neither Borrower nor any other party obligated under the terms of the Note or any of the other Loan Documents shall be obligated to pay any Excess Interest; (c) any Excess Interest that Lender may have received hereunder shall, at the option of Lender, be (i) applied as a credit against the then unpaid principal balance under the Note, accrued and unpaid interest thereon not to exceed the maximum amount permitted by law, or both, (ii) refunded to the payor thereof, or (iii) any combination of the foregoing; (d) the Interest Rate (as that term is defined in the Note) shall be subject to automatic reduction to the maximum lawful contract rate allowed under the applicable usury laws of the aforesaid State, and the Note, this Mortgage and the other Loan Documents shall be deemed to be automatically reformed and modified to reflect such reduction in the Interest Rate; and (e) neither Borrower nor any other party obligated under the terms of the Note or any of the other Loan Documents shall have any action against Lender for any damages whatsoever arising out of the payment or collection of any Excess Interest.

Section 3.27 **Patriot Act**. Borrower shall use its good faith and commercially reasonable efforts to comply with the Patriot Act and all applicable requirements of governmental authorities having jurisdiction over Borrower and/or the Premises, including those relating to money laundering and terrorism. In the event that Borrower fails to comply with the Patriot Act or any such requirements of governmental authorities, then Lender may, at its option, cause Borrower to comply therewith and any and all costs and expenses incurred by Lender in connection therewith shall be secured by this Mortgage and shall be immediately due and payable. For purposes of this **Section 3.27**, "**Patriot Act**" shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act) of 2001 as the same may be amended from time to time in corresponding provisions of future laws.

IV

DEFAULTS AND REMEDIES

Section 4.1 **Events Constituting Defaults.** Each of the following events shall constitute a default (a "**Default**") under this Mortgage:

(a) Failure of Borrower to pay when due, and the expiration of any applicable cure period, any sum secured hereby, including, but not limited to, any installment of principal or interest or both thereon;

(b) Failure of Borrower to comply with any of the requirements of **Section 3.9**;

(c) Failure of Borrower to perform or observe any other covenant, warranty or other provision contained in this Mortgage and not otherwise covered in any of the other provisions of this **Section 4.1**; provided if such default is capable of being cured, Borrower shall have a period of thirty (30) days after the date on which written notice of the nature of such failure is given by Lender to Borrower to cure such default; provided further, if such default is by its nature capable of being cured but cannot be cured within said thirty (30) day period and Borrower diligently commences and prosecutes such cure during said thirty (30) day period, Borrower shall have an additional thirty (30) days to cure such default, but in no event shall the period to cure any such default exceed sixty (60) days after the date Lender's notice is given to Borrower;

(d) The occurrence of any default or event of default under the terms of any of the Loan Documents after the expiration of the applicable notice and grace period, if any.

Section 4.2 **Acceleration of Maturity.** Upon the occurrence of any Default, at the election of Lender, the entire principal balance then outstanding under the Note, together with all unpaid interest accrued thereon and all other sums due from Borrower thereunder, under this Mortgage or any other Loan Document shall become immediately due and payable with interest thereon at the Default Interest Rate.

Section 4.3 **Foreclosure of Mortgage.** Upon the occurrence of any Default, or at any time thereafter, Lender may, at its option, proceed to foreclose the lien of this Mortgage by judicial proceedings in accordance with the laws of the state in which the Premises are located and to exercise any other remedies of Lender provided herein or in the other Loan Documents, or which Lender may have at law or in equity. Any failure by Lender to exercise such option shall not constitute a waiver of its right to exercise the same at any other time.

Section 4.4 **Lender's Continuing Options.** The failure of Lender to declare a Default or exercise any one or more of its options to accelerate the maturity of the indebtedness secured hereby and to foreclose the lien hereof following any Default as aforesaid, or to exercise any other option granted to Lender hereunder in any one or more instances, or the acceptance by Lender of partial payments of such indebtedness, shall neither constitute a waiver of any such Default or of Lender's options hereunder nor establish, extend or affect any grace period for payments due under the Note, but such options shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Lender, may, at Lender's option, be rescinded by written acknowledgment to that effect by Lender and shall not affect Lender's right to accelerate maturity upon or after any future Default.

Section 4.5 **Litigation Expenses.** In any proceeding to foreclose the lien of this Mortgage or enforce any other remedy of Lender under the Note, this Mortgage, the other Loan Documents or in any other proceeding whatsoever in connection with the Mortgaged Property in which Lender is named as a party, there shall be allowed and included, as additional indebtedness secured hereby in the judgment or decree resulting therefrom, all reasonable expenses paid or incurred in connection with such proceeding by or on behalf of Lender, including, without limitation, reasonable attorney's fees and expenses and court costs, appraiser's fees, outlays for documentary evidence and expert advice, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of such judgment or decree) of procuring all abstracts of title, title searches and examinations, title insurance policies and any similar data and assurances with respect to title to the Premises as Lender may deem reasonably necessary, and any other expenses and expenditures which may be paid or incurred by or on behalf of Lender and permitted by Chapter 846 of Wisconsin Statutes Annotated entitled "Foreclosure of Mortgages" ("**Foreclosure Act**") to be included in the decree of sale, either to prosecute or defend in such proceeding or to evidence to bidders at any sale pursuant to any such decree the true condition of the title to or value of the Premises or the Mortgaged Property. All expenses of the foregoing nature, and such expenses as may be incurred in the protection of any of the Mortgaged Property and the maintenance of the lien of this Mortgage thereon, including, without limitation, the reasonable fees and expenses of, and court costs incurred by, any attorney employed by Lender in any litigation affecting the Note, this Mortgage or any of the other Loan Documents or any of the Mortgaged Property, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding in connection therewith, shall be immediately due and payable by Borrower with interest thereon at the Default Interest Rate.

Section 4.6 **Performance by Lender.** In the event of any Default, or in the event any action or proceeding is instituted which materially affects, or threatens to materially affect, Lender's interest in the Mortgaged Property, Lender may, but need not, make any payment or perform any act on Borrower's behalf in any form and manner deemed expedient by Lender,

and Lender may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any; purchase, discharge, compromise or settle any tax lien or other prior or junior lien or title or claim thereof; redeem from any tax sale or forfeiture affecting the Mortgaged Property; or contest any tax or assessment thereon. All monies paid for any of the purposes authorized herein and all expenses paid or incurred in connection therewith, including without limitation reasonable attorneys' fees and court costs, and any other monies advanced by Lender to protect the Mortgaged Property and the lien of this Mortgage, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable by Borrower to Lender without notice and with interest thereon at the Default Interest Rate from the date an advance is made to and including the date the same is paid. The action or inaction of Lender shall never be construed to be waiver of any right accruing to Lender by reason of any default by Borrower. Lender shall not incur any personal liability because of anything it may do or omit to do hereunder, nor shall any acts of Lender act as a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgage.

Section 4.7 **Right of Possession.** In any case in which, under the provisions of this Mortgage, Lender has a right to institute foreclosure proceedings, whether or not the entire principal sum secured hereby becomes immediately due and payable as aforesaid, or whether before or after the institution of proceedings to foreclose the lien hereof or before or after sale thereunder, Borrower shall, forthwith upon demand of Lender, surrender to Lender, and Lender shall be entitled to take actual possession of, the Mortgaged Property or any part thereof, personally or by its agent or attorneys, and Lender, in its discretion, may enter upon and take and maintain possession of all or any part of the Mortgaged Property, together with all documents, books, records, papers and accounts of Borrower or the then owner of the Mortgaged Property relating thereto, and may exclude Borrower, such owner and any agents and servants thereof wholly therefrom and may, as attorney-in-fact or agent of Borrower or such owner, or in its own name as Lender and under the powers herein granted:

(a) hold, operate, manage and control all or any part of the Mortgaged Property and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, whether legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, deposits, profits and avails of the Mortgaged Property, including, without limitation, actions for recovery of rent, and actions in forcible detainer, all without notice to Borrower;

(b) cancel or terminate any lease or sublease of all or any part of the Mortgaged Property for any cause or on any ground that would entitle Borrower to cancel the same;

(c) elect to disaffirm any lease or sublease of all or any part of the Mortgaged Property made subsequent to this Mortgage or subordinated to the lien hereof, subject to the terms of any subordination, non-disturbance and attornment then in effect;

(d) extend or modify any then existing leases and make new leases of all or any part of the Mortgaged Property, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire,

beyond the maturity date of the Loan and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower, all persons whose interests in the Mortgaged Property are subject to the lien hereof and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the indebtedness secured hereby, satisfaction of any foreclosure decree or issuance of any certificate of sale or deed to any such purchaser; and

(e) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements in connection with the Mortgaged Property as may seem judicious to Lender, to insure and reinsure the Mortgaged Property and all risks incidental to Lender's possession, operation and management thereof, and to receive all rents, issues, deposits, profits and avails therefrom.

Without limiting the generality of the foregoing, Lender shall have all right, power, authority and duties as provided in the Foreclosure Act. Nothing herein contained shall be construed as constituting Lender as mortgagee in possession in the absence of the actual taking of possession of the Premises.

Section 4.8 Priority of Payments. Any rents, issues, deposits, profits and avails of the Property received by Lender after taking possession of all or any part of the Mortgaged Property, or pursuant to any assignment thereof to Lender under the provisions of this Mortgage shall be applied in payment of or on account of the following, in such order as Lender or, in case of a receivership, as the court, may in its sole and absolute discretion determine:

(a) operating expenses of the Mortgaged Property (including, without limitation, reasonable compensation to Lender, any receiver of the Mortgaged Property, any agent or agents to whom management of the Mortgaged Property has been delegated, and also including lease commissions and other compensation for and expenses of seeking and procuring tenants and entering into leases, establishing claims for damages, if any, and paying premiums on insurance hereinabove authorized);

(b) taxes, special assessments, water and sewer charges now due or that may hereafter become due on the Mortgaged Property, or that may become a lien thereon prior to the lien of this Mortgage;

(c) any and all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Mortgaged Property (including, without limitation, the cost, from time to time, of installing or replacing any personal property therein, and of placing the Mortgaged Property in such condition as will, in the judgment of Lender or any receiver thereof, make it readily rentable or salable);

(d) any indebtedness secured by this Mortgage or any deficiency that may result from any foreclosure sale pursuant hereto; and

(e) any remaining funds to Borrower or its successors or assigns, as their interests and rights may appear.

Section 4.9 **Appointment of Receiver.** Upon or at any time after the filing of any complaint to foreclose the lien of this Mortgage, the court may appoint upon petition of Lender, and at Lender's sole option, a receiver of the Mortgaged Property pursuant to the Foreclosure Act. Such appointment may be made either before or after sale, without notice; without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby; without regard to the value of the Mortgaged Property at such time and whether or not the same is then occupied as a homestead; without bond being required of the applicant; and Lender hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by the Foreclosure Act, including the power to take possession, control and care of the Mortgaged Property and to collect all rents, issues, deposits, profits and avails thereof during the pendency of such foreclosure suit and apply all funds received toward the indebtedness secured by this Mortgage, and in the event of a sale and a deficiency where Borrower has not waived its statutory rights of redemption, during the full statutory period of redemption, as well as during any further times when Borrower or its devisees, legatees, administrators, legal representatives, successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues, deposits, profits and avails, and shall have all other powers that may be necessary or useful in such cases for the protection, possession, control, management and operation of the Mortgaged Property during the whole of any such period. To the extent permitted by law, such receiver may extend or modify any then existing leases and make new leases of the Mortgaged Property or any part thereof, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Loan, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower and all persons whose interests in the Mortgaged Property are subject to the lien hereof, and upon the purchaser or purchasers at any such foreclosure sale, notwithstanding any redemption from sale, discharge of indebtedness, satisfaction of foreclosure decree or issuance of certificate of sale or deed to any purchaser.

Section 4.10 **Foreclosure Sale.** In the event of any foreclosure sale of the Mortgaged Property, the same may be sold in one or more parcels. Lender may be the purchaser at any foreclosure sale of the Mortgaged Property or any part thereof. Borrower agrees to the provisions of Section 846.103(2) of the Wisconsin Statutes as they apply to the Mortgaged Property and as they may be amended, permitting Lender, upon Lender's sole election in the event of foreclosure, to waive the right to judgment for deficiency and to hold the foreclosure sale within the time provisions in such applicable Section.

Section 4.11 **Application of Proceeds.** The proceeds of any foreclosure sale of the Mortgaged Property, or any part thereof, shall be distributed and applied in the following order of priority: (a) on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in **Sections 4.5** and **4.6** hereof; (b) all other items that, under the terms of this Mortgage, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon at the Default Interest Rate; (c) all principal and interest, together with any prepayment charge, remaining unpaid under the Note, in the order of priority specified by Lender in its sole and absolute discretion; and (d) the balance, if any, to Borrower or its successors or assigns, as their interests and rights may appear.

Section 4.12 **Application of Deposits.** In the event of any Default, Lender may, at its option, without being required to do so, apply any monies or securities that constitute deposits made to or held by Lender or any depositary pursuant to any of the provisions of this Mortgage toward payment of any of Borrower's obligations under the Note, this Mortgage or any of the other Loan Documents in such order and manner as Lender may elect in its sole and absolute discretion. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Borrower or to the then owner or owners of the Mortgaged Property. Such deposits are hereby pledged as additional security for the prompt payment of the indebtedness evidenced by the Note and any other indebtedness secured hereby and shall be held to be applied irrevocably by such depositary for the purposes for which made hereunder and shall not be subject to the direction or control of Borrower.

Section 4.13 **Indemnification.** Borrower will indemnify and hold Lender harmless from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees, expenses and court costs) incurred by or asserted against Lender by reason of (a) the ownership of the Mortgaged Property or any interest therein or receipt of any rents, issues, proceeds or profits therefrom; (b) any accident, injury to or death of persons, or loss of or damage to property occurring in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent parking areas or streets; (c) any use, non-use or condition in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent parking areas or streets; (d) any failure on the part of Borrower to perform or comply with any of the terms of this Mortgage; or (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. Any amounts owed to Lender by reason of this **Section 4.13** shall constitute additional indebtedness which is secured by this Mortgage and shall become immediately due and payable upon demand therefor, and shall bear interest at the Default Interest Rate from the date such loss or damage is sustained by Lender until paid.

Section 4.14 **Waiver of Right of Redemption and Other Rights.** To the full extent permitted by law, Borrower agrees that it will not at any time or in any manner whatsoever take any advantage of any stay, exemption or extension law or any so called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisement of the Mortgaged Property, or any part thereof, prior to any sale thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshaling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Borrower hereby expressly waives any and all rights it may have to require that the Premises be sold as separate tracts or units in the event of foreclosure. To the full extent permitted by law, Borrower hereby expressly waives any and all rights of redemption under the Foreclosure Act, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Borrower and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Borrower and such other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Borrower agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power

or remedy herein or otherwise granted or delegated to Lender, but will permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Borrower hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note. Borrower acknowledges that the Premises do not constitute agricultural real estate.

V

MISCELLANEOUS

Section 5.1 Notices. Any notice that Lender or Borrower may desire or be required to give to the other hereunder shall be deemed given (i) upon receipt when delivered or if sent by nationally recognized overnight air courier, or (ii) two (2) business days after being deposited in the United States certified mail, return receipt requested, properly addressed to the party, at the address of such party set forth below, or at such other address, as the party to whom notice is to be given has specified by notice hereunder to the party seeking to give such notice:

To Borrower:	Penny Racine LLC c/o Learsi & Co., Inc. 3100 West Dundee Road Suite 308 Northbrook, Illinois 60062 Attention: David S. Israel
With a copy to:	Law Offices of Philip Wong 209 South LaSalle Street 7th Floor Chicago, Illinois 60604 Attention: Philip Wong, Esq.
To Lender:	Associated Bank, National Association 525 West Monroe Street 24th Floor Chicago, Illinois 60661 Attention: Rosemary C. Kehr, Senior Vice President
With a copy to:	Duane Morris LLP 190 South LaSalle Street Suite 3700 Chicago, Illinois 60603 Attention: Daniel Kohn, Esq.

Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Mortgage is not required to be given.

Section 5.2 **Time of Essence.** It is specifically agreed that time is of the essence of this Mortgage.

Section 5.3 **Covenants Run with Land.** All of the covenants of this Mortgage shall run with the land constituting the Premises.

Section 5.4 **Governing Law; Litigation. The place of the location of the Mortgaged Property being the State of Wisconsin, this Mortgage shall be construed and enforced according to the laws of that State. To the extent that this Mortgage may operate as a security agreement under the Wisconsin Uniform Commercial Code, Lender shall have all rights and remedies conferred therein for the benefit of a secured party, as such term is defined therein. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MORTGAGE SHALL BE TRIED AND DETERMINED ONLY IN THE STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER, IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR IN ANY COUNTY IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 5.4.**

Section 5.5 **Rights and Remedies Cumulative.** All rights and remedies set forth in this Mortgage are cumulative, and the holder of the Note and of every other obligation secured hereby may recover judgment hereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

Section 5.6 **Severability.** If any provision of this Mortgage or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid in any circumstance, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included herein.

Section 5.7 **Non-Waiver.** Unless expressly provided in this Mortgage to the contrary, no consent or waiver, whether express or implied, by any interested party referred to herein to or of any breach or default by any other interested party referred to herein regarding the performance by such party of any obligations contained herein shall be deemed a consent to or waiver of the party of any obligations contained herein or shall be deemed a consent to or waiver of the performance by such party of any other obligations hereunder or the performance by any other interested party referred to herein of the same, or of any other, obligations hereunder.

Section 5.8 **Headings.** The headings of sections and paragraphs in this Mortgage are for convenience or reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

Section 5.9 **Grammar.** As used in this Mortgage, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires. Whenever the words "including", "include" or "includes" are used in this Mortgage, they should be interpreted in a non-exclusive manner as though the words ", without limitation," immediately followed the same.

Section 5.10 **Successors and Assigns.** This Mortgage and all provisions hereof shall be binding upon Borrower, its successors, assigns, legal representatives and all other persons or entities claiming under or through Borrower, and the word "Borrower," when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Mortgage. The word "Lender," when used herein, shall include Lender's successors, assigns and legal representatives, including all other holders, from time to time, of the Note.

Section 5.11 **No Joint Venture.** Borrower and Lender acknowledge and agree that under no circumstances shall Lender be deemed to be a partner or joint venturer with Borrower, including, without limitation, by virtue of its becoming a mortgagee in possession or exercising any of its rights pursuant to this Mortgage or pursuant to any of the other Loan Documents, or otherwise.

Section 5.12 **Additional Fees.**

(a) Borrower agrees to pay on demand all of the reasonable out-of-pocket costs and expenses of Lender (including, without limitation, the reasonable fees and out-of-pocket expenses of Lender's counsel) in connection with the preparation, negotiation, execution and delivery of the Note, this Mortgage, any of the other Loan Documents and all other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith.

(b) The reasonable costs and expenses which Lender incurs in any manner or way with respect to the following shall be part of the indebtedness secured hereby, payable by Borrower on demand if at any time after the date of this Mortgage Lender: (i) employs counsel for advice or other representation (A) with respect to the amendment or enforcement of the Note, this Mortgage or any of the other Loan Documents, (B) to represent Lender in any work-out or any type of restructuring of the Loan, or any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by Lender, Borrower or any other person or entity) in any way or respect relating to the Note, this Mortgage, any of the other Loan Documents, Borrower's affairs or any collateral securing the indebtedness secured hereby or (C) to enforce any of the rights of Lender with respect to Borrower; and/or (ii) seeks to enforce or enforces any of the rights and remedies of Lender with respect to Borrower. Without limiting the generality of the foregoing, such expenses, costs, charges and fees include: reasonable fees, costs and expenses of attorneys, accountants and consultants; court costs and expenses; court reporter fees, costs and expenses; long distance telephone charges; telegram and telecopier charges; and expenses for travel, lodging and food.

Section 5.13 Compliance with the Wisconsin Mortgage Foreclosure Law.

(a) In the event that any provision in this Mortgage shall be inconsistent with any provisions of the Foreclosure Act, the provision of the Foreclosure Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Foreclosure Act.

(b) Borrower and Lender shall have the benefit of all of the provisions of the Foreclosure Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Foreclosure Act which is specifically referred to herein may be repealed, Lender shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

(c) If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of Borrower which are more limited than the rights that would otherwise be vested in Lender under the Foreclosure Act in the absence of said provision, Lender shall be vested with the rights granted in the Foreclosure Act to the full extent permitted by law.

(d) Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under any provisions of the Foreclosure Act, whether incurred before or after any decree or judgment of foreclosure shall be added to the indebtedness hereby secured or by the judgment of foreclosure.

Section 5.14 Recapture. To the extent Lender receives any payment by or on behalf of Borrower, which payment or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to Borrower or its respective estate, trustee, receiver, custodian or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligation or part thereof which has been paid, reduced or satisfied by the amount so repaid shall be reinstated by the amount so repaid and shall be included within the indebtedness hereby secured as of the date such initial payment, reduction or satisfaction occurred.

Section 5.15 Deed in Trust. If title to the Mortgaged Property or any part thereof is now or hereafter becomes vested in a trustee, any prohibition or restriction contained herein against the creation of any lien on the Mortgaged Property shall be construed as a similar prohibition or restriction against the creation of any lien on or security interest in the beneficial interest of such trust.

Section 5.16 JURY WAIVER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF BORROWER AND LENDER HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MORTGAGE, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF BORROWER AND LENDER WITH RESPECT

TO THIS MORTGAGE, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF BORROWER AND LENDER HEREBY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT BORROWER OR LENDER MAY FILE A COPY OF THIS MORTGAGE WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF BORROWER AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

Section 5.17 **Waiver of Deficiency Judgment**. Lender, at its sole discretion, may elect to waive any deficiency or right to a deficiency judgment which may remain due to Lender after sale of the Premises and may consent that Borrower, unless the Premises are abandoned, may remain in possession of the Premises and be entitled to all rents, issues and profits therefrom to date of confirmation of the sale by the court. Upon such election and consent, in writing, Borrower shall be entitled to the reduced redemption and sale provisions of 846.103(2) of the Foreclosure Act.

(signature contained on following page)

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date and year first above written.

PENNY RACINE, LLC, a
Delaware limited liability company

By: _____
Name: David S. Israel
Its: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I Kathy Henson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Davis S. Israel, personally known to me to be the Manager of Penny Racine, LLC, a Delaware limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid in his capacity as Manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of Oct, 2014.

Kathy Henson
Notary Public

OFFICIAL SEAL
KATHY HENSON
Notary Public - State of Illinois
My Commission Expires Feb 5, 2019

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A:

That part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin, more particularly bounded and described as follows:
Commencing at the Southeast corner of the Southwest 1/4 of Section 24; thence South 89° 28' 36" East along the South line of the Southeast 1/4 of said Section 24, 992.09 feet; thence North 01° 33' 26" West, 61.18 feet to a point on the Northerly line of State Trunk Highway 11; thence North 88° 00' 16" West, 474.11 feet; thence North 86° 48' 46" West, 291.28 feet; thence North 87° 55' 25" West, 446.66 feet; thence North 89° 02' 04" West along the Northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence North 77° 46' 59" West, 116.17 feet to a point on the Easterly right-of-way line of State Trunk Highway 31; thence North 11° 30' 26" East along the Easterly right-of-way line of State Trunk Highway 31, 475.51 feet to the point of beginning of this description; thence North 11° 30' 26" East 65.00 feet; thence along the arc of a 232.50 foot radius curve, concave to the South, having a chord length of 82.74 feet bearing South 68° 14' 34" East to a point of reverse curve; thence along the arc of a 127.50 foot radius curve, concave to the North, having a chord length of 66.15 feet bearing South 73° 01' 49" East; thence along the arc of a 30.00 foot radius curve, concave to the West, having a chord length of 45.30 feet bearing North 42° 54' 33" East to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 136.35 feet bearing North 02° 41' 42" East; thence North 11° 30' 26" East, 161.86 feet; thence North 11° 49' 06" East, 332.74 feet to a point of curve; thence along the arc of a 275.00 foot radius curve, concave to the East, having a chord length of 110.85 feet bearing North 23° 26' 46" East to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the West, having a chord length of 45.37 feet bearing North 14° 02' 47" West; thence along the arc of a 117.50 foot radius curve, concave to the South, having a chord length of 54.80 feet bearing North 76° 39' 16" West; thence South 89° 51' 41" West, 65.00 feet to a point of reverse curve; thence along the arc of a 165.00 foot radius curve, concave to the North, having a chord length of 34.37 feet bearing North 84° 09' 52" West to a point on the Easterly right-of-way line of State Trunk Highway 31; thence North 11° 49' 06" East along the Easterly right-of-way line of State Trunk Highway 31, 32.50 feet; thence South 89° 02' 04" East, 341.56 feet; thence South 00° 57' 56" West, 277.61 feet; thence South 89° 02' 04" East, 369.18 feet; thence South 00° 57' 56" West, 164.31 feet; thence North 89° 02' 04" West, 53.00 feet; thence South 00° 57' 56" West, 474.58 feet; thence North 89° 02' 04" West, 349.39 feet; thence South 00° 57' 56" West, 213.13 feet; thence South 76° 05' 21" West, 67.30 feet; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 291.39 feet bearing North 40° 36' 11" West to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the South, having a chord length of 36.73 feet bearing North 59° 14' 03" West to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the North, having a chord length of 128.47 feet bearing North 77° 29' 11" West to a point of reverse curve; thence along the arc of a 167.50 foot radius curve concave to the South, having a chord length of 59.61 feet bearing North 68° 14' 34" West to the point of beginning of this description.

PARCEL B:

Non-exclusive easement for the benefit of Parcel A created in Easement, Restriction and Operating Agreement dated as of December 28, 1979 and recorded in Volume 1545 of Records, Pages 235-384, as Document No. 1066872, as amended by First Amendment dated as of August 6, 1981 and recorded in Volume 1637, Pages 270-289, as Document No. 1099190 and further amended by Second Amendment dated as of March 27, 1985 and recorded in Volume 1747, Pages 145-157, as Document No. 1165931, for ingress and egress as provided for therein.

Tax Key No.: 276-00-00-23876-010

Common Address: 5900 Durand Avenue, Racine Wisconsin

EXHIBIT B

ASSOCIATED BANK, N.A.
INSURANCE REQUIREMENTS

I. POLICIES REQUIRED:

___ Flood Insurance – Required, if applicable, in at least maximum coverage per the National Flood Insurance Program (NFIP) (currently $500,000). A separate flood policy, declaration page(s), or signed application and proof of payment are acceptable as evidence of insurance for closing. Flood zones beginning with letter "A" or "V" are considered flood zones.

___ Ordinance or Law – covering increased cost of demolition of undamaged portion of the property, and resulting loss of income.

___ Commercial General Liability – required on a per occurrence basis, providing coverage for liabilities with primary coverage of not less than $1,000,000 per occurrence, and $2,000,000 general aggregate per year, covering liability due to personal and bodily injury or death and property damage arising from premises and operations, elevators, escalators, independent contractors, contractual liability, products and completed operations. The deductible or self-insured retention under such policy shall not exceed $5,000. Borrower should be shown as Named Insured and Agent and General Contractor (if applicable) as Additional Insureds.

___ Workman's Compensation Liability and Employer Liability – insurance should be included in accordance with state requirements. The deductible or self-insured retention under such policy shall not exceed $5,000. Since Agent cannot be named as additional insured, Agent should be shown as Certificate Holder.

II. ACCEPTABLE EVIDENCE OF INSURANCE:

___ Property coverages on ACORD form 28 or 27 with detailed endorsements & coverages

___ Liability coverages on ACORD form 25 with additional insured endorsement attached

___ Proof of payment(s) provided.

___ Carriers carry an AM BEST rating of A / VII or better (http//www.ambest.com)

___ Agent shown as Mortgagee and Loss Payee on property, delayed income

___ Agent shown as Additional Insured on Liability coverages

___ Mortgagee clause reads:

Associated Bank, N.A., its successors, assigns and/or affiliates
as their Interests may appear
P.O. Box 12768
Green Bay, WI 54307
Attn: Loan Administration

___ Mortgagor Name shown as Named Insured or Additional Named Insured.

___ If policies provided by Agent and Borrower shown as Additional Insureds.

___ Policy Term should be 12 months for Liability coverages

___ Full Property Address(es) identified

___ Policy numbers must be provided.

III. ENDORSEMENTS (as applicable):

___ Replacement Cost – 100% of projected value; does not include land costs or building market value

___ Agreed Amount – if policies include coinsurance requirement

___ Delayed Income

___ Permission to Occupy

___ In Transit

___ Deductible should be no more than $10,000

___ 30-day written notice of cancellation

___ Additional Insured – liability policies

___ Mortgagee and Loss Payee – Property Coverages.

Please forward evidence of insurance and or annual insurance renewals for review and approval to the attention of:

Associated Bank, N.A.
P.O. Box 12768
Green Bay, WI 54307

Mortgagee and loss payee

Associated Bank, National Association
P.O. Box 12768
Green Bay, WI 54307

Document #: **2419235**
Date: 10-07-2015 Time: 07:08:23 AM Pages: 36
Fee: $30.00 County: RACINE State: WI
Requesting Party: Chicago Title Company - SPS Wisconsin
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

The above recording information verifies this document has been electronically recorded and returned to the submitter

This Instrument Was Prepared By
And After Recording Please Return To:

Daniel Kohn, Esq.
Duane Morris LLP
190 South LaSalle Street
Suite 3700
Chicago, Illinois 60603

Parcel Identification Numbers:
Tax Key No.: 276-00-00-23876-010

AMENDED AND RESTATED CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT

THIS IS A CONSTRUCTION MORTGAGE WITHIN THE MEANING OF WIS STATS SEC. 706.11

THIS **AMENDED AND RESTATED CONSTRUCTION MORTGAGE, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FINANCING STATEMENT** (this "**Mortgage**") is made as of September 30, 2015, by **PENNY RACINE, LLC**, a Delaware limited liability company ("**Borrower**"), with a mailing address c/o Learsi & Co., Inc., 3100 West Dundee Road, Suite 308, Northbrook, Illinois 60062, Attention: David S. Israel, to **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association ("**Lender**"), its successors and its assigns, with a mailing address of 525 West Monroe Street, 24th Floor, Chicago, Illinois 60661, Attention: Rosemary C. Kehr, Senior Vice

President, and pertains to the real estate described in **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

I

RECITALS

A. Borrower has executed and delivered to Lender that certain Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated as of October 31, 2014, and recorded with the Racine County Register of Deeds on November 3, 2014, as Document No. 2393510 (the "**Original Mortgage**"). The Original Mortgage was granted as security for, among other things, any and all obligations of Borrower to Lender, under that certain Mortgage Note dated as of October 31, 2014, by Borrower in favor of Lender (as modified by that certain First Amendment to Mortgage Note dated May 18, 2015, by and between Borrower and Lender, the "**Original Note**"), and pertained to the real estate described in **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Borrower and Lender have agreed to execute that certain Construction Loan Agreement of even date herewith (as it may be modified, amended and/or restated from time to time, the "**Loan Agreement**"), which Loan Agreement encompasses all credit facilities presently entered into between Borrower and Lender, pursuant to which Borrower became indebted to Lender in the amount of Six Million Two Hundred Thousand and No/100 Dollars ($6,200,000.00) (the "**Loan**"), together with interest thereon, at variable rates of interest as set forth in the Note (as hereinafter defined), evidenced by an Amended and Restated Mortgage Note dated of even date herewith from Borrower in favor of Lender in the original maximum principal amount of Six Million Two Hundred Thousand and No/100 Dollars ($6,200,000.00) (as it may be modified, amended and/or restated from time to time, the "**Note**"), which Note amends and restates the Original Note in its entirety, which Note is due and payable on or before the Maturity Date (as defined in the Note), as such Maturity Date may be accelerated in accordance with the terms of the Note. As a condition of Lender agreeing to enter into the Loan Agreement, Lender is requiring, among other things, that Borrower execute this Mortgage, which Mortgage amends and restates the Original Mortgage in its entirety.

C. As security for the repayment of the Loan, in addition to this Mortgage, certain other loan documents have been executed and delivered to Lender (the Note, this Mortgage, the Loan Agreement, that certain Amended and Restated Guaranty Agreement and that certain Completion Guaranty and Agreement, each of even date herewith, executed by David S. Israel ("**Guarantor**"; Guarantor, together with any other guarantors of the indebtedness secured hereby, whether now or hereafter existing, are referred to collectively herein as the "**guarantors**"), and all other documents or instruments executed and/or delivered as additional evidence of, or security for repayment of, the Loan, whether now or hereafter existing, and all renewals, amendments, supplements, restatements, extensions, and modifications thereof and thereto, are hereinafter sometimes collectively referred to as the "**Loan Documents**"). The terms and provisions of the other Loan Documents are hereby incorporated herein by this reference.

C. In consideration of advances, credits and other financial accommodations heretofore or hereinafter made to Borrower by Lender, Lender has required Borrower hereby to deliver, pledge, assign, transfer, mortgage and warrant to Lender the Mortgaged Property (as that term is hereinafter defined) as security for repayment of the Loan as well as any and all other amounts owed to Lender under the terms of the Loan Documents.

II

THE GRANT

NOW, THEREFORE, to secure the payment of the principal amount of the Note and interest thereon (at variable rates and as otherwise provided therein) and all fees and premiums, if any, thereon, and all other sums due thereunder or advanced by Lender in accordance with the Loan Documents and all costs and expenses incurred by Lender in connection with any of the Loan Documents and the reimbursement to Lender for any amounts advanced pursuant to any letters of credit issued pursuant to the Loan Documents or any fees or charges associated with such letters of credit (all such obligations and payments are sometimes referred to herein as the "**indebtedness secured hereby**"), and to secure any and all obligations, contingent or otherwise, whether now existing or hereafter arising of Borrower to Lender, and to secure the observance and performance of the agreements contained herein and in the other Loan Documents, Borrower hereby **GRANTS, ASSIGNS, REMISES, RELEASES, WARRANTS, BARGAINS, SELLS, CONVEYS,** and **MORTGAGES** to Lender, its successors and assigns, forever all of Borrower's estate, right, title and interest, whether now or hereafter acquired, in and to the Premises, together with the following described property, whether now or hereafter acquired (the Premises, together with a security interest in and a lien on the following described property being hereinafter referred to collectively as the "**Mortgaged Property**"), all of which other property is hereby pledged on a parity with the Premises and not secondarily:

(a) All buildings and other improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Mortgaged Property immediately upon the delivery thereof to the Premises;

(b) All right, title and interest of Borrower, if any, including, without limitation, any after-acquired title or reversion, in and to the beds of the ways, streets, avenues, sidewalks and alleys adjoining the Premises;

(c) Each and all of the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights and any and all other rights, liberties and privileges of the Premises or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity, as well as any after-acquired title, franchise or license and the reversions and remainders thereof;

(d) All leases now or hereafter on or affecting the Premises, whether written or oral, and all agreements for use of the Premises, together with all rents, issues, deposits, profits and all accounts relating to the Premises and other benefits now or

hereafter arising from or in respect of the Premises accruing and to accrue from the Premises and the avails thereof;

(e) All fixtures and personal property now or hereafter owned by Borrower and attached to, contained in or used in connection with the Premises or the aforesaid improvements thereon, including, without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings, furniture, hardware, heaters, humidifiers, incinerators, inventory, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring and all renewals or replacements thereof or articles in substitution therefor, whether or not the same be attached to such improvements, it being agreed that all such property owned by Borrower and placed on the Premises or used in connection with the operation or maintenance thereof shall, so far as permitted by law, be deemed for the purpose of this Mortgage to be part of the real estate constituting and located on the Premises and covered by this Mortgage;

(f) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Premises and the other Mortgaged Property, or any part thereof, or to any rights appurtenant thereto;

(g) All compensation, awards, damages, claims, rights of actions and proceeds of or on account of (i) any damage or taking, pursuant to the power of eminent domain, of the Premises and the other Mortgaged Property or any part thereof, (ii) damage to all or any portion of the Premises and the other Mortgaged Property by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Premises and the other Mortgaged Property or of other property, or (iii) the alteration of the grade of any street or highway on or about the Premises and the other Mortgaged Property or any part thereof; and except as otherwise provided herein, Lender is hereby authorized to collect and receive said awards and proceeds and to give proper receipts and acquittances therefor and to apply the same toward the payment of the indebtedness and other sums secured hereby;

(h) All accounts relating to the Premises, contract rights, general intangibles, actions and rights in action, including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Premises or the other Mortgaged Property or any part thereof;

(i) All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Premises or the other Mortgaged Property;

(j) All building materials and goods which are procured or to be procured for use on or in connection with the Mortgaged Property, whether or not such materials and goods have been delivered to the Premises;

(k) All plans, specifications, architectural renderings, drawings, licenses, permits, soil test reports, other reports of examinations or analyses, contracts for services to be rendered to Borrower, or otherwise in connection with the Mortgaged Property and all other property, contracts, reports, proposals, and other materials now or hereafter existing in any way relating to the Premises or the other Mortgaged Property or construction of additional improvements thereto;

(l) All real estate tax refunds and other related refunds for the Premises; and

(m) The proceeds from any sale, transfer, pledge or other disposition of any or all of the foregoing described Mortgaged Property;

To have and to hold the same unto Lender and its successors and assigns forever, for the purposes and uses herein set forth together with all right to possession of the Premises after the occurrence of any Default (as hereinafter defined in **Section 4.1** hereof) hereunder subject only to the schedule of exceptions, if any, listed in the title insurance policy insuring Lender's interest in the Premises (collectively, "**Permitted Encumbrances**"); Borrower hereby **RELEASING AND WAIVING** all rights under and by virtue of the homestead exemption laws of the State where the Premises are located.

BORROWER REPRESENTS, WARRANTS AND COVENANTS to Lender that Borrower is lawfully seized of the Premises, that the same is unencumbered except by the Permitted Encumbrances, and that it has good right, full power and lawful authority to convey and mortgage the same, and that Borrower will warrant and forever defend said parcels and the quiet and peaceful possession of the same against the lawful claims of all persons whomsoever.

If and when the principal amount of the Note and all interest as provided thereunder have been paid, and Borrower has satisfied all obligations thereunder and under the other Loan Documents, then this Mortgage shall be released at the cost of Borrower, but otherwise shall remain in full force and effect.

III

GENERAL AGREEMENTS

Section 3.1 **Principal and Interest**. Borrower shall pay or cause to be paid promptly when due the principal and interest on the indebtedness evidenced by the Note at the times, at the variable rates and in the manner provided in the Note, this Mortgage and the other Loan Documents. Any amount not paid when due hereunder, and such failure continues beyond any applicable grace period, shall accrue interest at the Default Interest Rate (as defined in the Note).

Section 3.2 **Property Taxes.** Borrower shall pay immediately, when first due and owing, all general taxes, special taxes, special assessments, water charges, sewer charges, and any other charges that may be asserted against the Mortgaged Property or any part thereof or interest therein, and furnish to Lender duplicate receipts therefor within thirty (30) days after

payment thereof. Borrower may, in good faith and with reasonable diligence, contest the validity or amount of any such taxes or assessments, provided that:

(a) such contest shall have the effect of preventing the collection of the tax or assessment so contested and the sale or forfeiture of the Mortgaged Property or any part thereof or interest therein to satisfy the same;

(b) Borrower has notified Lender in writing of the intention of Borrower to contest the same before any tax or assessment has been increased by any interest, penalties or costs; and

(c) Borrower has deposited with Lender, at such place as Lender may from time to time in writing designate, a sum of money or other security acceptable to Lender that is sufficient, in Lender's sole and absolute judgment, to pay in full such contested tax and assessment and all penalties and interest that might become due thereon, and shall keep on deposit an amount sufficient, in Lender's sole and absolute judgment, to pay in full such contested tax and assessment, increasing such amount to cover additional penalties and interest whenever, in Lender's sole and absolute judgment, such increase is advisable. Upon the consummation of such contest, and provided there is no existing Default hereunder, any excess funds held by Lender shall be returned to Borrower.

In the event Borrower fails to prosecute such contest in good faith and with reasonable diligence, Lender may, at its option, apply the monies and liquidate any securities deposited with Lender in payment of, or on account of, such taxes and assessments, or any portion thereof then unpaid, including all penalties and interest thereon. If the amount of the money and any such security so deposited is insufficient for the payment in full of such taxes and assessments, together with all penalties and interest thereon, Borrower shall forthwith, upon demand, either deposit with Lender a sum that, when added to such funds then on deposit, is sufficient to make such payment in full, or, if Lender has applied funds on deposit on account of such taxes and assessments, restore such deposit to an amount satisfactory to Lender. Provided no Default exists hereunder, Lender shall, if so requested in writing by Borrower, after final disposition of such contest and upon Borrower's delivery to Lender of an official bill for such taxes, apply the money so deposited in full payment of such taxes and assessments or that part thereof then unpaid, together with all penalties and interest thereon, and any excess security shall be returned to Borrower.

Section 3.3 **Tax Escrow**. At Lender's request, Borrower, to provide for the payment of real estate taxes and assessments pertaining to the Premises, shall, simultaneously with Borrower's monthly payments of interest and principal to Lender, deposit monthly with Lender one twelfth ($1/12^{th}$) of one hundred percent (100%) of the annual real estate taxes as reasonably estimated by Lender from time to time in such manner as Lender may prescribe so as to provide for the current year's real estate tax obligation. If the amount estimated to pay said taxes is not sufficient, Borrower shall pay the difference within five (5) days following Lender's demand therefor in writing. Should Borrower fail to deposit sufficient amounts with Lender to pay such obligations, Lender may, but shall not be obligated to, advance monies necessary to make up any deficiency in order to pay such obligations. Any monies so advanced by Lender shall become so much additional indebtedness secured hereby and shall become immediately due

and payable with interest due thereon at the Default Interest Rate. Lender is not obligated to inquire into the validity or accuracy of the real estate tax obligations before making payments of the same and nothing herein contained shall be construed as requiring Lender to advance other monies for said purpose nor shall Lender incur any personal liability for anything it may do or omit to do hereunder. It is agreed that all such payments made, at the option of Lender, shall be (i) held in trust by it without earnings for the payment of the real estate tax obligations; (ii) carried in a tax account for the benefit of Borrower and withdrawn by Lender to pay the real estate tax obligations; or (iii) credited to the unpaid balance of said indebtedness as received, provided that Lender advances upon this obligation sums sufficient to pay said items as the same accrue and become payable. If such items are held in trust or carried in a tax account for Borrower, the same are hereby pledged together with any other account of Borrower, or any guarantor of the indebtedness hereby, held by Lender to further secure the indebtedness secured hereby, and any officer of Lender is authorized to withdraw the same and apply said sums as aforesaid. Notwithstanding anything to the contrary contained herein, in the event any amounts are held by Lender pursuant to the terms of this **Section 3.3**, Lender shall either apply such amounts to real estate taxes when due and payable, or, in the alternative, toward the principal balance of the Loan; provided, if no Default is then occurring, such amounts shall be applied to said real estate taxes.

Notwithstanding anything contained in this paragraph to the contrary, Lender shall have no obligation to pay such taxes, assessments and other governmental liens or charges against the Mortgaged Property from the amounts collected by Lender pursuant to this paragraph if (i) any default or event of default has occurred under any of the Loan Documents and such default or event of default remains uncured beyond any applicable cure period, or (ii) Borrower fails to provide Lender with a written request to pay such taxes, assessments and other governmental liens or charges against the Mortgaged Property at least ten (10) business days prior to the date on which the same become delinquent or past due and further provided that such written request from Borrower includes a duplicate copy of the applicable bill for such taxes, assessments and other governmental liens or charges against the Mortgaged Property which Borrower specified in such request to be paid from such amounts held by Lender pursuant to this paragraph.

Borrower agrees to indemnify, defend and hold Lender harmless from any loss, cost, expense, claim, penalty or charge (including reasonable attorneys' fees) that results from Borrower's failure to comply with the foregoing.

Section 3.4 **Payments by Lender.** In the event of a Default hereunder, Lender is hereby authorized to make or advance, in the place and stead of Borrower, any payment relating to taxes, assessments, water and sewer charges, and other governmental charges, fines, impositions or liens that may be asserted against the Mortgaged Property or any part thereof, and may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy thereof or into the validity of any tax, assessment, lien, sale, forfeiture or title or claim relating thereto. In the event of a Default hereunder, Lender is further authorized to make or advance, in the place and stead of Borrower, any payment relating to any apparent or threatened adverse title, lien, statement of lien, encumbrance, claim, charge or payment, as well as take any and all actions which Lender deems necessary or appropriate on Borrower's behalf whenever, in Lender's sole and absolute judgment, such payments or actions seem necessary or desirable to protect the full security intended to be created by this Mortgage. In connection with any such advance, Lender is further authorized, at its option, to obtain a

continuation report of title or title insurance policy prepared by a title insurance company of Lender's choosing. All payments, costs and other expenses incurred by Lender pursuant to this **Section 3.4**, including without limitation reasonable attorneys' fees, expenses and court costs, shall constitute additional indebtedness secured hereby and shall be repayable by Borrower upon demand with interest at the Default Interest Rate.

Section 3.5 Insurance.

(a) Hazard.

(i) Borrower agrees to maintain insurance against loss or damage to the building and all improvements and betterments on the Mortgaged Property ("**Loss**"), in such amounts and with such limits as required in the Loan Agreement. The coverage shall be equivalent or better than the Causes of Loss - Special Form (CP1030) as published by the Insurance Services Office ("**ISO**") and, following completion of construction, shall be on a replacement cost, agreed amount basis. Prior to completion of construction, such insurance shall be maintained in an amount equal to the then insurable value of the Mortgaged Property. Borrower must pay promptly, when due, any premium on such insurance. All such insurance policies and renewals thereof shall be written in companies having a Best's rating of A or better. All such policies and renewals thereof (or binders evidencing the same) shall be delivered to Lender at least thirty (30) days before the expiration of the existing policies and shall have attached thereto a standard mortgagee clause entitling Lender to collect any and all proceeds payable under such insurance. The policy shall contain a waiver of subrogation in favor of Lender. If more than one policy is written insuring the Mortgaged Property, this separate policy must also include a standard mortgagee clause and waiver of subrogation in favor of Lender. In the event of a change in ownership or of occupancy of the Mortgaged Property, or any portion thereof, Borrower shall give immediate notice thereof to Lender.

(ii) In case of any Loss in excess of Ten Thousand and No/100 Dollars ($10,000.00), Borrower shall immediately give Lender and the insurance companies that have insured against such risks, notice of such Loss and Borrower is authorized, with Lender's prior written consent, which shall be granted in Lender's reasonable discretion, to settle and adjust any claim under insurance policies which insure against such risks. Notwithstanding the foregoing, in the event of a total casualty or in the event of a Default, or event or condition which with the giving of notice or the passage of time would constitute a Default, shall have occurred hereunder or under any of the other Loan Documents, Lender (or after entry of decree of foreclosure, purchaser at the sale, or the decree creditor, as the case may be) is, subject to the provisions hereof, hereby authorized to either: (1) settle, adjust or compromise any claim under any insurance policies and Lender shall act in its reasonable discretion without the consent of Borrower; or (2) allow Borrower to settle, adjust or compromise any claims for Loss with the insurance company or companies on the amount to be paid upon the Loss. In all cases Lender is authorized to collect and receipt for any such insurance proceeds

and the expenses incurred by Lender in the adjustment and collection of insurance proceeds shall be such additional indebtedness secured hereby and shall be reimbursed to Lender upon demand with interest thereon at the Default Interest Rate or may be deducted by Lender from said insurance proceeds prior to any other application thereof.

The insurance proceeds shall be made available to Borrower to repair and restore the Mortgaged Property if, and only if, all of the following conditions are satisfied:

(A) no Default shall have occurred hereunder or under any of the other Loan Documents and is continuing;

(B) the insurance proceeds shall, in Lender's reasonable judgment, be sufficient to complete the repair and restoration of the buildings, structures and other improvements on the Premises to an architectural and economic unit of substantially the same character and the same value as existed immediately prior to such casualty, or, if Lender shall determine, in its reasonable discretion, that the insurance proceeds are insufficient, Borrower shall have deposited with Lender the amount of the deficiency in cash within fifteen (15) days after Lender's demand therefor;

(C) after such repair or restoration, the Mortgaged Property shall, in Lender's reasonable judgment, adequately secure the outstanding balance of the Loan;

(D) the insurers do not deny liability to the insureds; and

(E) with respect to any claims for any Loss arising out of a single occurrence which shall in the aggregate exceed One Hundred Thousand Dollars ($100,000.00), such Loss does not occur during the last three (3) months of the term of the Loan.

In all other cases, the insurance proceeds may, at the option of Lender, be applied in the reduction of the indebtedness secured hereby, whether due or not, in such order as Lender shall determine in its reasonable discretion, or be held by Lender and used to reimburse Borrower for the cost of rebuilding or restoring buildings or improvements on the Premises.

Notwithstanding anything herein to the contrary, in case of any Loss after foreclosure proceedings have been instituted, all insurance proceeds shall, at Lender's option, be used to pay the amount due in accordance with any decree of foreclosure that may be entered in any such proceedings, and the balance, if any, shall be paid to the owner of the equity of redemption if said owner shall then be entitled to the same, or as the court may otherwise direct. In case of the foreclosure of this Mortgage, the court in its decree may provide that the mortgagee's clause attached to each of said insurance policies may be cancelled and that the decree creditor may cause a new loss clause to be attached to each of said policies making the loss thereunder payable to said decree creditor. Any foreclosure decree may further provide that in case of any one or more redemptions made under said decree, each successive redemptor may cause the

preceding loss clause attached to each insurance policy to be cancelled and a new loss clause to be attached thereto, making the loss thereunder payable to such redemptor. In the event of foreclosure sale, Lender is hereby authorized, without the consent of Borrower, to assign any and all insurance policies to the purchaser at the sale, or to take such other steps as Lender may deem advisable, to cause the interest of such purchaser to be protected by any of the said insurance policies.

Nothing contained in this Mortgage shall create any responsibility or obligation on Lender to collect any amount owing on any insurance policy, to rebuild, repair or replace any damaged or destroyed portion of the Mortgaged Property, or to perform any act hereunder.

(iii) Upon Borrower's request, and provided all of the conditions of the second paragraph of **Section 3.5(a)(ii)** have been satisfied or upon Lender's election, to apply such insurance proceeds toward repairing, restoring, and rebuilding such improvements, such insurance proceeds shall be made available therefor, by Lender, or such other depositary designated by Lender, from time to time, and such amounts shall be disbursed, in accordance with the terms of the Loan Agreement.

(b) Liability. Borrower shall carry and maintain commercial general liability insurance against bodily injury and property damage in such amounts as required in the Loan Agreement. The policy shall name Lender as an additional insured with respect to liability arising out of the Mortgaged Property. Certificates of insurance showing Lender as additional insured, premiums prepaid, shall be deposited with Lender and shall contain provision for thirty (30) days notice to Lender prior to any cancellation or non-renewal except for ten (10) days notice for non-payment of premium.

(c) Builder's Risk. Borrower shall obtain or shall cause to be obtained builder's risk insurance in such amounts as required in the Loan Agreement.

(d) Flood Area. If the Premises are now or hereafter located in an area which has been identified by the Secretary of Housing and Urban Development as a flood hazard area and in which flood insurance has been made available under the National Flood Insurance Act of 1968, Borrower, at its sole cost and expense shall keep the Premises insured by flood insurance in an amount as required in the Loan Agreement.

(e) Worker's Compensation. If applicable, evidence of worker's compensation insurance covering all persons working on or about the Mortgaged Property and death, injury and/or property damage occurring on or about the Mortgaged Property or resulting from activity therefrom, with liability insurance limits for death of or injury to persons and/or damage to property as required pursuant to the terms of the Loan Agreement.

(f) Other Insurance. Upon Lender's written request, Borrower at its sole cost and expense, shall carry and maintain or cause to carry and maintain such other insurance coverage(s) as Lender may, in its reasonable discretion, deem necessary or appropriate in such amounts, with such companies and in such form as Lender deems satisfactory in its

sole and absolute discretion, all at Borrower's sole expense. Each of the policies required under all subparagraphs of this **Section 3.5** shall provide that no cancellation thereof shall be effective without thirty (30) days' prior written notice to Lender, and Borrower shall deliver evidence of full payment of premiums not later than the date of this Mortgage.

(g) **RIGHT OF LENDER TO PURCHASE INSURANCE. UNLESS BORROWER PROVIDES LENDER WITH EVIDENCE OF THE INSURANCE COVERAGE REQUIRED BY THIS MORTGAGE, LENDER MAY PURCHASE INSURANCE AT BORROWER'S EXPENSE TO PROTECT LENDER'S INTERESTS IN THE MORTGAGED PROPERTY. THIS INSURANCE MAY, BUT NEED NOT, PROTECT BORROWER'S INTERESTS IN THE MORTGAGED PROPERTY. THE COVERAGE PURCHASED BY LENDER MAY NOT PAY ANY CLAIMS THAT BORROWER MAKES OR ANY CLAIM THAT IS MADE AGAINST BORROWER IN CONNECTION WITH THE MORTGAGED PROPERTY. BORROWER MAY LATER CANCEL ANY SUCH INSURANCE PURCHASED BY LENDER, BUT ONLY AFTER PROVIDING LENDER WITH EVIDENCE THAT BORROWER HAS OBTAINED INSURANCE AS REQUIRED BY THIS MORTGAGE. IF LENDER PURCHASES INSURANCE FOR THE MORTGAGED PROPERTY, BORROWER WILL BE RESPONSIBLE FOR THE COSTS OF THAT INSURANCE, INCLUDING INTEREST AND ANY OTHER CHARGES THAT LENDER MAY IMPOSE IN CONNECTION WITH THE PLACEMENT OF THE INSURANCE, UNTIL THE EFFECTIVE DATE OF THE CANCELLATION OR EXPIRATION OF THE INSURANCE. THE COSTS OF THE INSURANCE MAY BE ADDED TO THE SECURED INDEBTEDNESS. THE COSTS OF THE INSURANCE MAY BE MORE THAN THE COST OF INSURANCE BORROWER MAY BE ABLE TO OBTAIN ON ITS OWN.**

Section 3.6 Condemnation and Eminent Domain. Any and all awards heretofore or hereafter made or to be made to the present or any subsequent owner of the Mortgaged Property by any governmental or other lawful authority for the taking, by condemnation or eminent domain, of all or any part of the Mortgaged Property, (including any award from the United States government at any time after the allowance of a claim therefor, the ascertainment of the amount thereto, and the issuance of a warrant for payment thereof), are hereby assigned by Borrower to Lender, which awards Lender is hereby authorized to negotiate, collect and receive from the condemnation authorities. Lender is hereby authorized to give appropriate receipts and acquittances therefor. Borrower shall give Lender immediate notice of the actual or threatened commencement of any condemnation or eminent domain proceedings of which it has knowledge affecting all or any part of the Mortgaged Property (including severance of, consequential damage to or change in grade of streets), and shall immediately deliver to Lender copies of any and all papers served in connection with any such proceedings. Borrower further agrees to make, execute and deliver to Lender, free and clear of any encumbrance of any kind whatsoever, any and all further assignments and other instruments deemed necessary by Lender for the purpose of validly and sufficiently assigning all awards and other compensation heretofore, now and hereafter made to Borrower for any taking, either permanent or temporary, under any such proceeding. Any such award shall be applied toward the indebtedness secured by this Mortgage or applied toward restoring the Mortgaged Property in accordance with the

provisions of and in the same manner as is provided for insurance proceeds in **Section 3.5(a)** hereof. Notwithstanding the foregoing, any expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by Lender in intervening in such action or compromising and settling such action or claim, or collecting such proceeds, shall be reimbursed to Lender first out of the proceeds.

Section 3.7 **Maintenance of Property.** Except as contemplated under the Loan Agreement, no portion of the Mortgaged Property shall be altered, removed or demolished, severed, removed, sold or mortgaged, without the prior written consent of Lender. In the event of the demolition or destruction in whole or in part of any of the fixtures, chattels or articles of personal property covered by this Mortgage or by any separate security agreement executed in conjunction herewith, the same shall be replaced promptly by similar fixtures, chattels and articles of personal property at least equal in value, quality and condition to those replaced, free from any other security interest therein, encumbrances thereon or reservation of title thereto. Borrower shall promptly repair, restore or rebuild any building or other improvement or any part thereof now or hereafter situated on the Premises that may become damaged or be destroyed whether or not proceeds of insurance are available or sufficient for such purpose. Any such building or other improvement or any part thereof shall be repaired, restored or rebuilt so as to be of at least equal value and of substantially the same character as prior to such damage or destruction.

Except as contemplated under the Loan Agreement or in **Section 3.6** hereof, Borrower further agrees not to permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, to keep and maintain the Mortgaged Property and every part thereof in good repair and condition, to effect such repairs as Lender may reasonably require, and, from time to time, to make all necessary and proper replacements thereof and additions thereto so that the Premises and such buildings, other improvements, fixtures, chattels and articles of personal property will, at all times, be in good condition, fit and proper for the respective purposes for which they were originally erected or installed.

Section 3.8 **Compliance with Laws.** Borrower shall: (i) comply with, all statutes, ordinances, regulations, rules, orders, decrees and other requirements relating to the Mortgaged Property, or any part thereof, by any federal, state or local authority, including, without limitation, the Americans with Disabilities Act of 1990, and (ii) observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including, without limitation, zoning variances, special exceptions, and nonconforming uses), privileges, franchises and concessions that are applicable to the Mortgaged Property or that have been granted to or contracted for by Borrower in connection with any existing or presently contemplated use of the Mortgaged Property or any part thereof. Borrower shall not initiate or acquiesce in any changes to or termination of any of the foregoing or of zoning design actions affecting the use of the Mortgaged Property or any part thereof without the prior written consent of Lender.

Section 3.9 **Liens and Transfers.** Except as expressly authorized in the Loan Agreement without Lender's prior written consent, Borrower shall not, directly or indirectly, create, suffer or permit to be created or filed or to remain against the Mortgaged Property, or any part thereof, hereafter any mortgage lien or other lien, encumbrance or charge on, pledge of, or conditional sale or other title retention agreement with respect to the Mortgaged Property,

whether superior or inferior to the lien of this Mortgage; provided, however, that Borrower may, within ten (10) days after the filing thereof, contest in good faith by appropriate legal or administrative proceedings any lien claim arising from any work performed, material furnished or obligation incurred by Borrower upon furnishing Lender a bond issued by a company approved by Lender in its reasonable discretion covering the lien claim, or an endorsement to Lender's title insurance policy insuring Lender's interest in the Premises insuring over said lien claim, each in form and substance satisfactory to Lender in its reasonable discretion, or such other security and indemnification satisfactory to Lender, in its reasonable discretion, for the final payment and discharge thereof. In the event Borrower hereafter creates, suffers or permits any superior or inferior lien to be attached to the Mortgaged Property or any part thereof without such consent or without furnishing security as aforesaid, Lender shall have the unqualified right, at its option, to accelerate the maturity of the Note, causing the entire principal balance thereof and all interest accrued thereon to be immediately due and payable.

If Borrower, without Lender's prior written consent, sells, leases, transfers, conveys, assigns, pledges, hypothecates or otherwise disposes of the title to all or any portion of the Mortgaged Property, whether by operation of law, voluntarily or otherwise, or any interest (beneficial or otherwise) thereto, or enters into any agreement to do any of the foregoing which will not result in payment in full of the Loan, Lender shall have the unqualified right, at its option, to accelerate the maturity of the Note, causing the entire principal balance, and accrued interest to be immediately due and payable. Without limiting the generality of the foregoing, each of the following events shall be deemed a sale, transfer, conveyance, assignment, pledge, hypothecation or other disposition prohibited by the foregoing sentence:

(a) if Borrower is a corporation, any sale, conveyance, assignment or other transfer of all or any portion of the stock of such corporation, that results in a material change in the identity of the person(s) or entities in control of such corporation, or any corporation which controls Borrower;

(b) if Borrower is a partnership, any sale, conveyance, assignment or other transfer of all or any portion of the partnership interest of Borrower or any entity or entities in control of Borrower, or any partnership which controls Borrower;

(c) if Borrower is a limited liability company, any sale, conveyance, assignment or other transfer of all or any portion of the membership interest of any member of Borrower, that results in a material change in the identity of the person(s) or entities in control of such limited liability company, or any limited liability company which controls Borrower;

(d) any sale, conveyance, assignment or other transfer of all or any portion of the stock, partnership or membership interest of any entity directly or indirectly in control of any corporation, partnership or limited liability company constituting Borrower or any corporation, partnership or limited liability company which controls Borrower, or any sale, conveyance, assignment or other transfer by Borrower in any corporation, partnership or limited liability company in which Borrower has a controlling interest, directly or indirectly, that results in a material change in the identity of the person(s) or entities in control of such corporation, partnership or limited liability company; and

(e) any hypothecation of all or any portion of any stock, partnership or membership interest of Borrower, or of all or any portion of the stock, partnership or membership interest of any entity directly or indirectly in control of such corporation, partnership or limited liability company or any corporation, partnership or limited liability company which controls Borrower, or any sale, conveyance, assignment or other transfer by Borrower in any corporation, partnership or limited liability company in which Borrower has a controlling interest, directly or indirectly.

Any waiver by Lender of the provisions of this **Section 3.9** shall not be deemed to be a waiver of the right of Lender in the future to insist upon strict compliance with the provisions hereof.

Section 3.10 **Subrogation to Prior Lienholder's Rights.** If the proceeds of the Loan secured hereby or any part thereof, or any amount paid out or advanced by Lender is used directly or indirectly to pay off, discharge or satisfy, in whole or in part, any prior lien or encumbrance upon the Mortgaged Property or any part thereof, then Lender shall be subrogated to the rights of the holder thereof in and to such other lien or encumbrance and any additional security held by such holder, and shall have the benefit of the priority of the same.

Section 3.11 **Lender's Dealings with Transferee.** In the event of the sale or transfer, by operation of law, voluntarily or otherwise, of all or any part of the Mortgaged Property, Lender shall be authorized and empowered to deal with the vendee or transferee with regard to the Mortgaged Property, the indebtedness secured hereby and any of the terms or conditions hereof as fully and to the same extent as it might with Borrower, without in any way releasing or discharging Borrower from its covenants hereunder, specifically including those contained in **Section 3.9** hereof, and without waiving Lender's right of acceleration pursuant to **Section 3.9** hereof.

Section 3.12 **Stamp Taxes.** If at any time the United States government or any federal, state or municipal governmental subdivision requires Internal Revenue or other documentary stamps, levies or any tax on this Mortgage or on the Note, or requires payment of the United States Interest Equalization Tax on any of the indebtedness secured hereby, then such indebtedness and all interest accrued thereon shall be and become due and payable, at the election of Lender, thirty (30) days after the mailing by Lender of notice of such election to Borrower; provided, however, that such election shall be unavailing, and this Mortgage and the Note shall be and remain in effect, if Borrower may and does lawfully pay for such stamps or tax, including interest and penalties thereon, to or on behalf of Lender.

Section 3.13 **Change in Tax Laws.** In the event of the enactment, after the date of this Mortgage, of any law of the state in which the Premises are located deducting from the value of the Premises, for the purpose of taxation, the amount of any lien thereon, or imposing upon Lender the payment of all or any part of the taxes, assessments, charges or liens hereby required to be paid by Borrower, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or Borrower's interest in the Mortgaged Property, or the manner of collection of taxes, so as to affect this Mortgage or the indebtedness secured hereby or the holder thereof, then Borrower, upon demand by Lender, shall pay such taxes, assessments, charges or liens, or reimburse Lender therefor; provided, however, that if, in the opinion of

counsel for Lender, it might be unlawful to require Borrower to make such payment or the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then Lender may elect, by notice in writing given to Borrower, to declare all of the indebtedness secured hereby to become due and payable thirty (30) days after the giving of such notice. Nothing contained in this **Section 3.13** shall be construed as obligating Lender to pay any portion of Borrower's federal, state or local income tax.

Section 3.14 **Inspection of Property.** Borrower shall permit Lender and its representatives and agents to inspect the Mortgaged Property from time to time upon reasonable prior telephonic notice during normal business hours and as frequently as Lender considers reasonable.

Section 3.15 **Inspection of Books and Records.** Borrower shall keep and maintain full and correct books and records showing in detail the income and expenses of the Mortgaged Property and after demand therefor by Lender shall permit Lender and its agents and representatives to visit its offices, discuss its financial affairs with its officers and independent public accountants whether or not any representative of Borrower is present and to examine such books and records and all supporting vouchers and data, copies of any leases encumbering the Premises and such other information as Lender may deem reasonably necessary or appropriate at any time and from time to time on Lender's request at Borrower's offices, at the address hereinabove identified or at such other location as may be reasonably requested by Lender.

Section 3.16 **Financial Information**. Borrower shall furnish to Lender any and all financial information required pursuant to the terms of the Loan Agreement.

Section 3.17 **Acknowledgment of Debt.** Borrower shall furnish from time to time, within ten (10) days after Lender's request, a written statement, duly acknowledged, specifying the amount due under the Note, this Mortgage and any of the other Loan Documents and disclosing whether any alleged offsets or defenses exist against the indebtedness secured hereby.

Section 3.18 **Other Amounts Secured/Maximum Indebtedness.** Borrower acknowledges and agrees that this Mortgage secures the entire principal amount of the Note and interest accrued thereon, regardless of whether any or all of the loan proceeds are disbursed on or after the date hereof, and regardless of whether the outstanding principal is repaid in whole or part and future advances made at a later date, as well as any amounts owed to Lender pursuant to **Sections 3.2** and **3.4** hereof, any and all litigation and other expenses pursuant to **Sections 4.5** and **4.6** hereof and any other amounts as provided herein or in any of the other Loan Documents, including, without limitation, the payment of any and all loan commissions, service charges, liquidated damages, expenses and advances due to or paid or incurred by Lender in connection with the Loan, all in accordance with the Loan Documents. Notwithstanding anything contained herein to the contrary, in no event shall the indebtedness secured hereby exceed an amount equal to Twelve Million Four Hundred Thousand and No/100 Dollars ($12,400,000.00); provided, however, in no event shall the Lender be obligated to advance funds in excess of the face amount of the Note.

Section 3.19 Declaration of Subordination. At the option of Lender, this Mortgage shall become subject and subordinate, in whole or in part (but not with respect to priority of entitlement to insurance proceeds or any condemnation or eminent domain award) to any and all leases of all or any part of the Mortgaged Property upon the execution by Lender and recording thereof, at any time hereafter, in the appropriate official records of the county wherein the Premises are situated, of a unilateral declaration to that effect.

Section 3.20 Releases. Lender, without notice and without regard to the consideration, if any, paid therefor, and notwithstanding the existence at that time of any inferior liens thereon, may release from the liens of Lender all or any part of the Mortgaged Property, or release from liability any person or entity obligated to repay any indebtedness secured hereby, without in any way affecting the liability of any party pursuant to the Note, this Mortgage or any of the other Loan Documents, including, without limitation, any guaranty given as additional security for the indebtedness secured hereby, and without in any way affecting the priority of the lien of this Mortgage, and may agree with any party liable therefor to extend the time for payment of any part or all of such indebtedness. Any such agreement shall not in any way release or impair the lien created by this Mortgage or reduce or modify the liability of any person or entity obligated personally to repay the indebtedness secured hereby, but shall extend the lien hereof as against the title of all parties having any interest, subject to the indebtedness secured hereby, in the Mortgaged Property.

Section 3.21 Borrower's Representations. Borrower hereby represents and covenants to Lender that:

(a) Borrower is lawfully seized of the Mortgaged Property hereby mortgaged, granted and conveyed and has the right to mortgage, grant and convey the Mortgaged Property, that the Mortgaged Property is unencumbered except by the Permitted Encumbrances, if any, and that Borrower will represent, warrant and defend generally the title to the Mortgaged Property, or any portion thereof, against any and all claims and demands, subject only to the Permitted Encumbrances, if any.

(b) Borrower (i) is a Delaware limited liability company, duly organized and validly existing under the laws of the State of Delaware and is in good standing in the State of Delaware; (ii) is qualified as a foreign entity and in good standing in the State of Wisconsin, (iii) has the power and authority to own its properties and to carry on its business as now being conducted; and (iv) is in compliance with all laws, regulations, ordinances and orders of public authorities applicable to it.

(c) The execution, delivery and performance of the Note, the Loan Agreement, this Mortgage and the other Loan Documents: (i) have received all necessary trust, partnership, governmental, company, and corporate approval; (ii) do not violate any provision of any law, any order of any court or agency of government or any indenture, agreement or other instrument to which Borrower is a party, or by which it or any portion of the Mortgaged Property is bound; and (iii) are not in conflict with, nor will result in breach of, or constitute (with due notice or lapse of time) a default under any indenture, agreement, or other instrument, or result in the creation or imposition of any lien, charge

or encumbrance of any nature whatsoever, upon any of its property or assets, except as contemplated by the provisions of this Mortgage.

(d) The Note, the Loan Agreement, this Mortgage and the other Loan Documents, when executed and delivered by Borrower will constitute the legal, valid and binding obligations of Borrower and all other obligors named therein, if any, in accordance with their respective terms.

(e) All information, reports, papers, balance sheets, statements of profit and loss, and data given to Lender or its agents and employees regarding Borrower or any other party obligated under the terms of the Note, the Loan Agreement, this Mortgage or any of the other Loan Documents are accurate and correct in all material respects, and are complete insofar as completeness may be necessary to give Lender a true and accurate knowledge of the subject matter.

(f) There is not now pending against or affecting Borrower or any other party obligated under the terms of the Note, the Loan Agreement, this Mortgage or any of the other Loan Documents, nor, to the best of Borrower's knowledge, is there threatened any action, suit or proceeding at law, in equity or before any administrative agency which, if adversely determined, would materially impair or affect the financial condition or operation of Borrower or the Mortgaged Property.

(g) Borrower is not now, nor has ever been (i) listed on any Government Lists, (ii) a person who has been determined by competent authority to be subject to the prohibitions contained in Presidential Executive Order #13224 (Sept. 23, 2001) or any other similar prohibitions contained in the rules and regulations promulgated in accord therewith or in any enabling legislation or other Presidential Executive Orders in respect thereof, (iii) indicted for or convicted of any felony involving a crime or crimes of moral turpitude or for any Patriot Act Offense, or (iv) under investigation by any governmental authority for alleged criminal activity. For purposes hereof, the term "**Patriot Act Offense**" means any violation of the criminal laws of the United States of America or any of the several states or that would be a criminal violation if committed within the jurisdiction of the United States of America or any of the several states relating to terrorism or the laundering of monetary instruments, including any offense under (A) the criminal laws against terrorism, (B) the criminal laws against money laundering, (C) the Bank Secrecy Act, as amended, (D) the Money Laundering Control Act of 1986, as amended or (E) the Patriot Act (as said term is defined in **Section 3.28** hereof).

"**Patriot Act Offense**" also includes the crimes of conspiracy to commit, or aiding and abetting another to commit a Patriot Act Offense. For purposes hereof, the term "**Government Lists**" means (1) the specially designated nationals and blocked persons lists maintained by the Office of Foreign Assets Control, (2) other lists of terrorists, terrorist organizations or narcotic traffickers maintained pursuant to any of the rules and regulations of the Office of Foreign Assets Control that Lender notify Borrower in writing is now included in "Government Lists" or (3) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other government authority or pursuant to any

Executive Order of the President of the United States that Lender notify Borrower in writing is now included in "Government Lists."

Section 3.22 Utilities. Borrower will pay all utility charges incurred in connection with the Premises and all improvements thereon, and shall maintain all utility services now or hereafter available for use at the Premises.

Section 3.23 Assignment of Rents. Borrower acknowledges that, concurrently herewith, Borrower is delivering to Lender, as additional security for the repayment of the Loan, an Amended and Restated Assignment of Rents and Leases (the "**Assignment**") pursuant to which Borrower has assigned to Lender, interests in the leases, rents and income from the Mortgaged Property. All of the provisions of the Assignment are hereby incorporated herein as if fully set forth at length in the text of this Mortgage. Borrower agrees to abide by all of the provisions of the Assignment.

Section 3.24 Security Agreement. (a) This Mortgage shall be deemed a "Security Agreement" as defined in revised Article 9 of the Uniform Commercial Code, as approved by the State of Wisconsin on July 1, 2001, and codified at Chapter 409 (the "**Wisconsin Uniform Commercial Code**") and creates a security interest in favor of Lender in all property including, without limitation, all personal property, fixtures and goods affecting property either referred to or described herein or in any way connected with the use or enjoyment of the Mortgaged Property. The remedies for any violation of the covenants, terms and conditions of the agreements herein contained shall be as prescribed herein or by general law or, as to such part of the security which is also reflected in any Financing Statement filed to perfect the security interest herein created, by the specific statutory consequences now or hereinafter enacted and specified in the Wisconsin Uniform Commercial Code, all at Lender's sole election. Borrower and Lender agree that the filing of such a Financing Statement in the records normally having to do with personal property shall not be construed as in any way derogating from or impairing the intention of the parties hereto that everything used in connection with the production of income from the Premises or adapted for use therein or which is described or reflected in this Mortgage is, and at all times and for all purposes and in all proceedings both legal or equitable shall be, regarded as part of the real estate irrespective of whether (i) any such item is physically attached to the improvements, (ii) serial numbers are used for the better identification of certain equipment items capable of being thus identified in a recital contained herein or in any list filed with Lender, or (iii) any such item is referred to or reflected in any such Financing Statement so filed at any time. Similarly, the mention in any such Financing Statement of (1) the rights in or the proceeds of any fire or hazard insurance policy, or (2) any award in eminent domain proceedings for a taking or for loss of value, or (3) Borrower's interest as lessor in any present or future lease or rights to income growing out of the use or occupancy of the Mortgaged Property whether pursuant to lease or otherwise, shall never be construed as in any way altering any of the rights of Lender under this Mortgage or impugning the priority of Lender's lien granted hereby or by any other recorded document, but such mention in the Financing Statement is declared to be for the protection of Lender in the event any court or judge shall at any time hold with respect to (1), (2) and (3) that notice of Lender's priority of interest to be effective against a particular class of persons, including, but not limited to, the Federal Government and any subdivisions or entity of the Federal Government, must be filed in the Wisconsin Uniform Commercial Code records.

(b) Borrower shall execute, acknowledge and deliver to Lender, within ten (10) days after request by Lender, any and all security agreements, financing statements and any other similar security instruments reasonably required by Lender, in form and of content reasonably satisfactory to Lender, covering all property of any kind whatsoever owned by Borrower that, in the reasonable opinion of Lender, is essential to the operation of the Mortgaged Property and concerning which there may be any doubt whether title thereto has been conveyed, or a security interest therein perfected, by this Mortgage under the laws of the state in which the Premises are located. Borrower agrees to cooperate and join with Lender in taking such steps as are necessary, in Lender's judgment, to perfect or continue the perfected status of the security interests granted hereunder, including, without limitation, the execution and delivery of any financing statements, amendments thereto, continuation statements, affidavits, certificates or other documents as Lender may request in order to perfect, preserve, maintain, continue and extend such security instruments. Borrower further agrees to pay to Lender all fees, costs and expenses (including, without limitation, all reasonable attorneys' fees and expenses and court costs) incurred by Lender in connection with the preparation, execution, recording, filing and refiling of any such document. Lender may at any time and from time to time, file financing statements, continuation statements and amendments thereto that describe the property of Borrower in particular or as "all assets" of the Borrower or words of similar effect and which contain any other information required by the Wisconsin Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower. Borrower agrees to furnish any such information to Lender promptly upon request. Any such financing statements, continuation statements or amendments may be signed by Lender on behalf of Borrower, and may be filed at any time in any jurisdiction whether or not Revised Article 9 of the Uniform Commercial Code is then in effect in that jurisdiction with or without Borrower's signature

(c) Borrower shall, at any time and from time to time, take such steps as Lender may require for Lender to insure the continued perfection and priority of Lender's security interest in any of Borrower's property and of the preservation of its rights therein.

Section 3.25 **Fixture Financing Statement.** From the date of its recording, this Mortgage shall be effective as a fixture financing statement with respect to all goods constituting part of the Mortgaged Property which are or are to become fixtures related to the real estate described herein. For this purpose, the following information is set forth:

(a) Name and Address of Debtor:

Penny Racine, LLC
c/o Learsi & Co., Inc.
3100 West Dundee Road
Suite 308
Northbrook, Illinois 60062

(b) Name and Address of Secured Party:

Associated Bank, National Association
525 West Monroe Street
24th Floor
Chicago, Illinois 60661

(c) This document covers goods which are or are to become fixtures.

Section 3.26 Interest Laws. It being the intention of Lender and Borrower to comply with the laws of the State of Illinois, it is agreed that notwithstanding any provision to the contrary in the Note, this Mortgage or any of the other Loan Documents, no such provision shall require the payment or permit the collection of any amount ("**Excess Interest**") in excess of the maximum amount of interest permitted by law to be charged for the use or detention, or the forbearance in the collection, of all or any portion of the indebtedness evidenced by the Note. If any Excess Interest is provided for, or is adjudicated to be provided for, in the Note, this Mortgage or any of the other Loan Documents, then in such event: (a) the provisions of this **Section 3.26** shall govern and control; (b) neither Borrower nor any other party obligated under the terms of the Note or any of the other Loan Documents shall be obligated to pay any Excess Interest; (c) any Excess Interest that Lender may have received hereunder shall, at the option of Lender, be (i) applied as a credit against the then unpaid principal balance under the Note, accrued and unpaid interest thereon not to exceed the maximum amount permitted by law, or both, (ii) refunded to the payor thereof, or (iii) any combination of the foregoing; (d) the Interest Rate (as that term is defined in the Note) shall be subject to automatic reduction to the maximum lawful contract rate allowed under the applicable usury laws of the aforesaid State, and the Note, this Mortgage and the other Loan Documents shall be deemed to be automatically reformed and modified to reflect such reduction in the Interest Rate; and (e) neither Borrower nor any other party obligated under the terms of the Note or any of the other Loan Documents shall have any action against Lender for any damages whatsoever arising out of the payment or collection of any Excess Interest.

Section 3.27 Construction Loan Agreement. Borrower acknowledges and agrees that the Loan proceeds shall be disbursed in accordance with the terms and conditions set forth in the Loan Agreement. In connection with said Loan Agreement, Borrower hereby covenants and agrees as follows:

(a) Borrower will comply or will cause compliance with all of the covenants of the Loan Agreement;

(b) Borrower will cause the construction of improvements in accordance with the Loan Agreement; and

(c) All sums advanced or incurred or other obligations created for which Lender is liable under the Loan Agreement from time to time shall be secured by this Mortgage and all of the other Loan Documents.

Section 3.28 **Patriot Act**. Borrower shall use its good faith and commercially reasonable efforts to comply with the Patriot Act and all applicable requirements of governmental authorities having jurisdiction over Borrower and/or the Premises, including those relating to money laundering and terrorism. In the event that Borrower fails to comply with the Patriot Act or any such requirements of governmental authorities, then Lender may, at its option, cause Borrower to comply therewith and any and all costs and expenses incurred by Lender in connection therewith shall be secured by this Mortgage and shall be immediately due and payable. For purposes of this **Section 3.28**, "**Patriot Act**" shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA Patriot Act) of 2001 as the same may be amended from time to time in corresponding provisions of future laws.

Section 3.29 **Partial Releases of Outlots**.

(a) Notwithstanding anything to the contrary contained herein, (i) Lender acknowledges and agrees pursuant to the terms of the Loan Agreement Borrower has the right to create two (2) additional outlots within the Premises (each, a "**New Outlot**" and collectively, the "**New Outlots**"), and (ii) Borrower intends on selling the individual New Outlots, including the improvements thereon, to individual third party purchasers. In connection therewith, Borrower and Lender agree that, provided that there is not then existing any Default or any condition or circumstance which, with the passage of time and/or giving of notice, would constitute a Default under any of the Loan Documents, Lender agrees to release individual New Outlots from the lien of this Mortgage pursuant to the following terms and provisions:

(i) Borrower shall deliver to Lender as partial payment of the Loan a payment in the amount required in the Note; and

(ii) Any and all documents and agreements used in connection with any partial release pursuant to this **Section 3.29(a)** shall be in form and substance reasonably satisfactory to provide for the release of the appropriate portion of the Mortgaged Property.

(b) Borrower acknowledges and agrees that Borrower shall be required to reimburse Lender for all of Lender's reasonable costs and expenses incurred with respect to any partial release occurring pursuant to the terms of this **Section 3.29**.

IV

DEFAULTS AND REMEDIES

Section 4.1 **Events Constituting Defaults.** Each of the following events shall constitute a default (a "**Default**") under this Mortgage:

(a) Failure of Borrower to pay when due, and the expiration of any applicable cure period, any sum secured hereby, including, but not limited to, any installment of principal or interest or both thereon;

(b) Failure of Borrower to comply with any of the requirements of **Section 3.9**;

(c) Failure of Borrower to perform or observe any other covenant, warranty or other provision contained in this Mortgage and not otherwise covered in any of the other provisions of this **Section 4.1**; provided if such default is capable of being cured, Borrower shall have a period of thirty (30) days after the date on which written notice of the nature of such failure is given by Lender to Borrower to cure such default; if any, provided and, if such default is by its nature is capable of being cured but cannot be cured within said thirty (30) day period and Borrower diligently commences and prosecutes such cure during said thirty (30) day period, Borrower shall have an additional thirty (30) days to cure such default, but in no event shall the period to cure any such default exceed sixty (60) days after the date Lender's notice is given to Borrower;

(d) The occurrence of any default or event of default under the terms of any of the Loan Documents after the expiration of the applicable notice and grace period, if any.

Section 4.2 **Acceleration of Maturity.** Upon the occurrence of any Default, at the election of Lender, the entire principal balance then outstanding under the Note, together with all unpaid interest accrued thereon and all other sums due from Borrower thereunder, under this Mortgage or any other Loan Document shall become immediately due and payable with interest thereon at the Default Interest Rate.

Section 4.3 **Foreclosure of Mortgage.** Upon the occurrence of any Default, or at any time thereafter, Lender may, at its option, proceed to foreclose the lien of this Mortgage by judicial proceedings in accordance with the laws of the state in which the Premises are located and to exercise any other remedies of Lender provided herein or in the other Loan Documents, or which Lender may have at law or in equity. Any failure by Lender to exercise such option shall not constitute a waiver of its right to exercise the same at any other time.

Section 4.4 **Lender's Continuing Options.** The failure of Lender to declare a Default or exercise any one or more of its options to accelerate the maturity of the indebtedness secured hereby and to foreclose the lien hereof following any Default as aforesaid, or to exercise any other option granted to Lender hereunder in any one or more instances, or the acceptance by Lender of partial payments of such indebtedness, shall neither constitute a waiver of any such Default or of Lender's options hereunder nor establish, extend or affect any grace period for payments due under the Note, but such options shall remain continuously in force. Acceleration of maturity, once claimed hereunder by Lender, may, at Lender's option, be rescinded by written acknowledgment to that effect by Lender and shall not affect Lender's right to accelerate maturity upon or after any future Default.

Section 4.5 **Litigation Expenses.** In any proceeding to foreclose the lien of this Mortgage or enforce any other remedy of Lender under the Note, this Mortgage, the other

Loan Documents or in any other proceeding whatsoever in connection with the Mortgaged Property in which Lender is named as a party, there shall be allowed and included, as additional indebtedness secured hereby in the judgment or decree resulting therefrom, all reasonable expenses paid or incurred in connection with such proceeding by or on behalf of Lender, including, without limitation, reasonable attorney's fees and expenses and court costs, appraiser's fees, outlays for documentary evidence and expert advice, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of such judgment or decree) of procuring all abstracts of title, title searches and examinations, title insurance policies and any similar data and assurances with respect to title to the Premises as Lender may deem reasonably necessary, and any other expenses and expenditures which may be paid or incurred by or on behalf of Lender and permitted by Chapter 846 of Wisconsin Statutes Annotated entitled "Foreclosure of Mortgages" ("**Foreclosure Act**") to be included in the decree of sale, either to prosecute or defend in such proceeding or to evidence to bidders at any sale pursuant to any such decree the true condition of the title to or value of the Premises or the Mortgaged Property. All expenses of the foregoing nature, and such expenses as may be incurred in the protection of any of the Mortgaged Property and the maintenance of the lien of this Mortgage thereon, including, without limitation, the reasonable fees and expenses of, and court costs incurred by, any attorney employed by Lender in any litigation affecting the Note, this Mortgage or any of the other Loan Documents or any of the Mortgaged Property, or in preparation for the commencement or defense of any proceeding or threatened suit or proceeding in connection therewith, shall be immediately due and payable by Borrower with interest thereon at the Default Interest Rate.

Section 4.6 **Performance by Lender.** In the event of any Default, or in the event any action or proceeding is instituted which materially affects, or threatens to materially affect, Lender's interest in the Mortgaged Property, Lender may, but need not, make any payment or perform any act on Borrower's behalf in any form and manner deemed expedient by Lender, and Lender may, but need not, make full or partial payments of principal or interest on prior encumbrances, if any; purchase, discharge, compromise or settle any tax lien or other prior or junior lien or title or claim thereof; redeem from any tax sale or forfeiture affecting the Mortgaged Property; or contest any tax or assessment thereon. All monies paid for any of the purposes authorized herein and all expenses paid or incurred in connection therewith, including without limitation reasonable attorneys' fees and court costs, and any other monies advanced by Lender to protect the Mortgaged Property and the lien of this Mortgage, shall be so much additional indebtedness secured hereby, and shall become immediately due and payable by Borrower to Lender without notice and with interest thereon at the Default Interest Rate from the date an advance is made to and including the date the same is paid. The action or inaction of Lender shall never be construed to be waiver of any right accruing to Lender by reason of any default by Borrower. Lender shall not incur any personal liability because of anything it may do or omit to do hereunder, nor shall any acts of Lender act as a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage or to proceed to foreclose this Mortgage.

Section 4.7 **Right of Possession.** In any case in which, under the provisions of this Mortgage, Lender has a right to institute foreclosure proceedings, whether or not the entire principal sum secured hereby becomes immediately due and payable as aforesaid, or whether before or after the institution of proceedings to foreclose the lien hereof or before or after sale thereunder, Borrower shall, forthwith upon demand of Lender, surrender to Lender, and Lender

shall be entitled to take actual possession of, the Mortgaged Property or any part thereof, personally or by its agent or attorneys, and Lender, in its discretion, may enter upon and take and maintain possession of all or any part of the Mortgaged Property, together with all documents, books, records, papers and accounts of Borrower or the then owner of the Mortgaged Property relating thereto, and may exclude Borrower, such owner and any agents and servants thereof wholly therefrom and may, as attorney-in-fact or agent of Borrower or such owner, or in its own name as Lender and under the powers herein granted:

(a) hold, operate, manage and control all or any part of the Mortgaged Property and conduct the business, if any, thereof, either personally or by its agents, with full power to use such measures, whether legal or equitable, as in its discretion may be deemed proper or necessary to enforce the payment or security of the rents, issues, deposits, profits and avails of the Mortgaged Property, including, without limitation, actions for recovery of rent, and actions in forcible detainer, all without notice to Borrower;

(b) cancel or terminate any lease or sublease of all or any part of the Mortgaged Property for any cause or on any ground that would entitle Borrower to cancel the same;

(c) elect to disaffirm any lease or sublease of all or any part of the Mortgaged Property made subsequent to this Mortgage or subordinated to the lien hereof, subject to the terms of any subordination, non-disturbance and attornment then in effect;

(d) extend or modify any then existing leases and make new leases of all or any part of the Mortgaged Property, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Loan and the issuance of a deed or deeds to a purchaser or purchasers at a foreclosure sale, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower, all persons whose interests in the Mortgaged Property are subject to the lien hereof and the purchaser or purchasers at any foreclosure sale, notwithstanding any redemption from sale, discharge of the indebtedness secured hereby, satisfaction of any foreclosure decree or issuance of any certificate of sale or deed to any such purchaser; and

(e) make all necessary or proper repairs, decoration, renewals, replacements, alterations, additions, betterments and improvements in connection with the Mortgaged Property as may seem judicious to Lender, to insure and reinsure the Mortgaged Property and all risks incidental to Lender's possession, operation and management thereof, and to receive all rents, issues, deposits, profits and avails therefrom.

Without limiting the generality of the foregoing, Lender shall have all right, power, authority and duties as provided in the Foreclosure Act. Nothing herein contained shall be construed as constituting Lender as mortgagee in possession in the absence of the actual taking of possession of the Premises.

Section 4.8 **Priority of Payments.** Any rents, issues, deposits, profits and avails of the Property received by Lender after taking possession of all or any part of the Mortgaged Property, or pursuant to any assignment thereof to Lender under the provisions of this Mortgage shall be applied in payment of or on account of the following, in such order as Lender or, in case of a receivership, as the court, may in its sole and absolute discretion determine:

(a) operating expenses of the Mortgaged Property (including, without limitation, reasonable compensation to Lender, any receiver of the Mortgaged Property, any agent or agents to whom management of the Mortgaged Property has been delegated, and also including lease commissions and other compensation for and expenses of seeking and procuring tenants and entering into leases, establishing claims for damages, if any, and paying premiums on insurance hereinabove authorized);

(b) taxes, special assessments, water and sewer charges now due or that may hereafter become due on the Mortgaged Property, or that may become a lien thereon prior to the lien of this Mortgage;

(c) any and all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Mortgaged Property (including, without limitation, the cost, from time to time, of installing or replacing any personal property therein, and of placing the Mortgaged Property in such condition as will, in the judgment of Lender or any receiver thereof, make it readily rentable or salable);

(d) any indebtedness secured by this Mortgage or any deficiency that may result from any foreclosure sale pursuant hereto; and

(e) any remaining funds to Borrower or its successors or assigns, as their interests and rights may appear.

Section 4.9 **Appointment of Receiver.** Upon or at any time after the filing of any complaint to foreclose the lien of this Mortgage, the court may appoint upon petition of Lender, and at Lender's sole option, a receiver of the Mortgaged Property pursuant to the Foreclosure Act. Such appointment may be made either before or after sale, without notice; without regard to the solvency or insolvency, at the time of application for such receiver, of the person or persons, if any, liable for the payment of the indebtedness secured hereby; without regard to the value of the Mortgaged Property at such time and whether or not the same is then occupied as a homestead; without bond being required of the applicant; and Lender hereunder or any employee or agent thereof may be appointed as such receiver. Such receiver shall have all powers and duties prescribed by the Foreclosure Act, including the power to take possession, control and care of the Mortgaged Property and to collect all rents, issues, deposits, profits and avails thereof during the pendency of such foreclosure suit and apply all funds received toward the indebtedness secured by this Mortgage, and in the event of a sale and a deficiency where Borrower has not waived its statutory rights of redemption, during the full statutory period of redemption, as well as during any further times when Borrower or its devisees, legatees, administrators, legal representatives, successors or assigns, except for the intervention of such receiver, would be entitled to collect such rents, issues, deposits, profits and avails, and shall have all other powers that may be necessary or useful in such cases for the protection, possession,

control, management and operation of the Mortgaged Property during the whole of any such period. To the extent permitted by law, such receiver may extend or modify any then existing leases and make new leases of the Mortgaged Property or any part thereof, which extensions, modifications and new leases may provide for terms to expire, or for options to lessees to extend or renew terms to expire, beyond the maturity date of the Loan, it being understood and agreed that any such leases, and the options or other such provisions to be contained therein, shall be binding upon Borrower and all persons whose interests in the Mortgaged Property are subject to the lien hereof, and upon the purchaser or purchasers at any such foreclosure sale, notwithstanding any redemption from sale, discharge of indebtedness, satisfaction of foreclosure decree or issuance of certificate of sale or deed to any purchaser.

Section 4.10 Foreclosure Sale. In the event of any foreclosure sale of the Mortgaged Property, the same may be sold in one or more parcels. Lender may be the purchaser at any foreclosure sale of the Mortgaged Property or any part thereof. Borrower agrees to the provisions of Section 846.103(2) of the Wisconsin Statutes as they apply to the Mortgaged Property and as they may be amended, permitting Lender, upon Lender's sole election in the event of foreclosure, to waive the right to judgment for deficiency and to hold the foreclosure sale within the time provisions in such applicable Section.

Section 4.11 Application of Proceeds. The proceeds of any foreclosure sale of the Mortgaged Property, or any part thereof, shall be distributed and applied in the following order of priority: (a) on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in **Sections 4.5** and **4.6** hereof; (b) all other items that, under the terms of this Mortgage, constitute secured indebtedness additional to that evidenced by the Note, with interest thereon at the Default Interest Rate; (c) all principal and interest, together with any prepayment charge, remaining unpaid under the Note, in the order of priority specified by Lender in its sole and absolute discretion; and (d) the balance, if any, to Borrower or its successors or assigns, as their interests and rights may appear.

Section 4.12 Application of Deposits. In the event of any Default, Lender may, at its option, without being required to do so, apply any monies or securities that constitute deposits made to or held by Lender or any depositary pursuant to any of the provisions of this Mortgage toward payment of any of Borrower's obligations under the Note, this Mortgage or any of the other Loan Documents in such order and manner as Lender may elect in its sole and absolute discretion. When the indebtedness secured hereby has been fully paid, any remaining deposits shall be paid to Borrower or to the then owner or owners of the Mortgaged Property. Such deposits are hereby pledged as additional security for the prompt payment of the indebtedness evidenced by the Note and any other indebtedness secured hereby and shall be held to be applied irrevocably by such depositary for the purposes for which made hereunder and shall not be subject to the direction or control of Borrower.

Section 4.13 Indemnification. Borrower will indemnify and hold Lender harmless from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including, without limitation, reasonable attorneys' fees, expenses and court costs) incurred by or asserted against Lender by reason of (a) the ownership of the Mortgaged Property or any interest therein or receipt of any rents, issues, proceeds or profits therefrom; (b) any accident, injury to or death of persons, or loss of or damage to property

occurring in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent parking areas or streets; (c) any use, non-use or condition in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent parking areas or streets; (d) any failure on the part of Borrower to perform or comply with any of the terms of this Mortgage; or (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. Any amounts owed to Lender by reason of this **Section 4.13** shall constitute additional indebtedness which is secured by this Mortgage and shall become immediately due and payable upon demand therefor, and shall bear interest at the Default Interest Rate from the date such loss or damage is sustained by Lender until paid. The obligations of Borrower under this **Section 4.13** shall survive any termination or satisfaction of this Mortgage.

Section 4.14 **Waiver of Right of Redemption and Other Rights.** To the full extent permitted by law, Borrower agrees that it will not at any time or in any manner whatsoever take any advantage of any stay, exemption or extension law or any so called "Moratorium Law" now or at any time hereafter in force, nor take any advantage of any law now or hereafter in force providing for the valuation or appraisement of the Mortgaged Property, or any part thereof, prior to any sale thereof to be made pursuant to any provisions herein contained, or to any decree, judgment or order of any court of competent jurisdiction; or after such sale claim or exercise any rights under any statute now or hereafter in force to redeem the property so sold, or any part thereof, or relating to the marshaling thereof, upon foreclosure sale or other enforcement hereof. To the full extent permitted by law, Borrower hereby expressly waives any and all rights it may have to require that the Premises be sold as separate tracts or units in the event of foreclosure. To the full extent permitted by law, Borrower hereby expressly waives any and all rights of redemption under the Foreclosure Act, on its own behalf, on behalf of all persons claiming or having an interest (direct or indirect) by, through or under Borrower and on behalf of each and every person acquiring any interest in or title to the Premises subsequent to the date hereof, it being the intent hereof that any and all such rights of redemption of Borrower and such other persons are and shall be deemed to be hereby waived to the full extent permitted by applicable law. To the full extent permitted by law, Borrower agrees that it will not, by invoking or utilizing any applicable law or laws or otherwise, hinder, delay or impede the exercise of any right, power or remedy herein or otherwise granted or delegated to Lender, but will permit the exercise of every such right, power and remedy as though no such law or laws have been or will have been made or enacted. To the full extent permitted by law, Borrower hereby agrees that no action for the enforcement of the lien or any provision hereof shall be subject to any defense which would not be good and valid in an action at law upon the Note. Borrower acknowledges that the Premises do not constitute agricultural real estate.

V

MISCELLANEOUS

Section 5.1 **Notices.** Any notice that Lender or Borrower may desire or be required to give to the other hereunder shall be deemed given (i) upon receipt when delivered or if sent by nationally recognized overnight air courier, or (ii) two (2) business days after being deposited in the United States certified mail, return receipt requested, properly addressed to the

party, at the address of such party set forth below, or at such other address as the party to whom notice is to be given has specified by notice hereunder to the party seeking to give such notice:

To Borrower:	Penny Racine, LLC c/o Learsi & Co., Inc. 3100 West Dundee Road Suite 308 Northbrook, Illinois 60062 Attention: David S. Israel
With a copy to:	Law Offices of Philip Wong 209 South LaSalle Street 7th Floor Chicago, Illinois 60604 Attention: Philip Wong, Esq.
To Lender:	Associated Bank, National Association 525 West Monroe Street 24th Floor Chicago, Illinois 60661 Attention: Rosemary C. Kehr, Senior Vice President
With a copy to:	Duane Morris LLP 190 South LaSalle Street Suite 3700 Chicago, Illinois 60603 Attention: Daniel Kohn, Esq.

Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Mortgage is not required to be given.

Section 5.2 **Time of Essence.** It is specifically agreed that time is of the essence of this Mortgage.

Section 5.3 **Covenants Run with Land.** All of the covenants of this Mortgage shall run with the land constituting the Premises.

Section 5.4 **Governing Law; Litigation. The place of the location of the Mortgaged Property being the State of Wisconsin, this Mortgage shall be construed and enforced according to the laws of that State. To the extent that this Mortgage may operate as a security agreement under the Wisconsin Uniform Commercial Code, Lender shall have all rights and remedies conferred therein for the benefit of a secured party, as such term is defined therein. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS MORTGAGE SHALL BE TRIED AND DETERMINED ONLY IN THE STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF**

COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER, IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR IN ANY COUNTY IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 5.4.

Section 5.5 Rights and Remedies Cumulative. All rights and remedies set forth in this Mortgage are cumulative, and the holder of the Note and of every other obligation secured hereby may recover judgment hereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby.

Section 5.6 Severability. If any provision of this Mortgage or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid in any circumstance, the validity of the remainder of this Mortgage shall be construed as if such invalid part were never included herein.

Section 5.7 Non-Waiver. Unless expressly provided in this Mortgage to the contrary, no consent or waiver, whether express or implied, by any interested party referred to herein to or of any breach or default by any other interested party referred to herein regarding the performance by such party of any obligations contained herein shall be deemed a consent to or waiver of the party of any obligations contained herein or shall be deemed a consent to or waiver of the performance by such party of any other obligations hereunder or the performance by any other interested party referred to herein of the same, or of any other, obligations hereunder.

Section 5.8 Headings. The headings of sections and paragraphs in this Mortgage are for convenience or reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof.

Section 5.9 Grammar. As used in this Mortgage, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires. Whenever the words "including", "include" or includes" are used in this Mortgage, they should be interpreted in a non-exclusive manner as though the words ", without limitation," immediately followed the same.

Section 5.10 Successors and Assigns. This Mortgage and all provisions hereof shall be binding upon Borrower, its successors, assigns, legal representatives and all other persons or entities claiming under or through Borrower, and the word "Borrower," when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Mortgage. The word "Lender," when used herein, shall include Lender's successors, assigns and legal representatives, including all other holders, from time to time, of the Note.

Section 5.11 No Joint Venture. Borrower and Lender acknowledge and agree that under no circumstances shall Lender be deemed to be a partner or joint venturer with Borrower, including, without limitation, by virtue of its becoming a mortgagee in possession or exercising any of its rights pursuant to this Mortgage or pursuant to any of the other Loan Documents, or otherwise.

Section 5.12 Additional Fees.

(a) Borrower agrees to pay on demand all of the reasonable out-of-pocket costs and expenses of Lender (including, without limitation, the reasonable fees and out-of-pocket expenses of Lender's counsel) in connection with the preparation, negotiation, execution and delivery of the Note, this Mortgage, any of the other Loan Documents and all other instruments or documents provided for herein or delivered or to be delivered hereunder or in connection herewith.

(b) The reasonable costs and expenses which Lender incurs in any manner or way with respect to the following shall be part of the indebtedness secured hereby, payable by Borrower on demand if at any time after the date of this Mortgage Lender: (i) employs counsel for advice or other representation (A) with respect to the amendment or enforcement of the Note, this Mortgage or any of the other Loan Documents, (B) to represent Lender in any work-out or any type of restructuring of the Loan, or any litigation, contest, dispute, suit or proceeding or to commence, defend or intervene or to take any other action in or with respect to any litigation, contest, dispute, suit or proceeding (whether instituted by Lender, Borrower or any other person or entity) in any way or respect relating to the Note, this Mortgage, any of the other Loan Documents, Borrower's affairs or any collateral securing the indebtedness secured hereby or (C) to enforce any of the rights of Lender with respect to Borrower; and/or (ii) seeks to enforce or enforces any of the rights and remedies of Lender with respect to Borrower. Without limiting the generality of the foregoing, such expenses, costs, charges and fees include: reasonable fees, costs and expenses of attorneys, accountants and consultants; court costs and expenses; court reporter fees, costs and expenses; long distance telephone charges; telegram and telecopier charges; and expenses for travel, lodging and food.

Section 5.13 Compliance with the Wisconsin Mortgage Foreclosure Law.

(a) In the event that any provision in this Mortgage shall be inconsistent with any provisions of the Foreclosure Act, the provision of the Foreclosure Act shall take precedence over the provisions of this Mortgage, but shall not invalidate or render unenforceable any other provision of this Mortgage that can be construed in a manner consistent with the Foreclosure Act.

(b) Borrower and Lender shall have the benefit of all of the provisions of the Foreclosure Act, including all amendments thereto which may become effective from time to time after the date hereof. In the event any provision of the Foreclosure Act which is specifically referred to herein may be repealed, Lender shall have the benefit of such provision as most recently existing prior to such repeal, as though the same were incorporated herein by express reference.

(c) If any provision of this Mortgage shall grant to Lender any rights or remedies upon default of Borrower which are more limited than the rights that would otherwise be vested in Lender under the Foreclosure Act in the absence of said provision, Lender shall be vested with the rights granted in the Foreclosure Act to the full extent permitted by law.

(d) Without limiting the generality of the foregoing, all expenses incurred by Lender to the extent reimbursable under any provisions of the Foreclosure Act, whether incurred before or after any decree or judgment of foreclosure shall be added to the indebtedness hereby secured or by the judgment of foreclosure.

Section 5.14 Construction Mortgage. This is a "Construction Loan Mortgage" within the purview and operation of the Wisconsin Uniform Commercial Code, as amended. The proceeds of the Loan secured by this Mortgage shall be disbursed to or upon the direction of Borrower solely for the purpose of paying the cost of construction of improvements upon the Premises and related costs, pursuant to and in accordance with the Loan Agreement and any other agreements executed and delivered concurrently herewith. Borrower covenants and agrees that all of such loan proceeds will be used solely for such purpose. Accordingly, the lien created by this Mortgage shall be a first lien against all fixtures, equipment and other personal property of every kind incorporated as aforesaid, and such lien shall take precedence and be paramount and superior to any other lien, charge or security interest that any person may claim against such fixtures or personal property.

Section 5.15 Loan Agreement. The proceeds of the Loan are to be disbursed by Lender to Borrower in accordance with the provisions contained in the Loan Agreement. All advances and indebtedness arising and accruing under the Loan Agreement from time to time shall be secured hereby to the same extent as though the Loan Agreement were fully incorporated in this Mortgage, and the occurrence of any Default under the Loan Agreement shall constitute a default under this Mortgage entitling Lender to all of the rights and remedies conferred upon Lender by the terms of this Mortgage or by law, as in the case of any other default.

Section 5.16 Recapture. To the extent Lender receives any payment by or on behalf of Borrower, which payment or any part thereof is subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to Borrower or its respective estate, trustee, receiver, custodian or any other party under any bankruptcy law, state or federal law, common law or equitable cause, then to the extent of such payment or repayment, the obligation or part thereof which has been paid, reduced or satisfied by the amount so repaid shall be reinstated by the amount so repaid and shall be included within the indebtedness hereby secured as of the date such initial payment, reduction or satisfaction occurred.

Section 5.17 Deed in Trust. If title to the Mortgaged Property or any part thereof is now or hereafter becomes vested in a trustee, any prohibition or restriction contained herein against the creation of any lien on the Mortgaged Property shall be construed as a similar prohibition or restriction against the creation of any lien on or security interest in the beneficial interest of such trust.

Section 5.18 JURY WAIVER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF BORROWER AND LENDER HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS MORTGAGE, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF BORROWER AND LENDER WITH RESPECT TO THIS MORTGAGE, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF BORROWER AND LENDER HEREBY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT BORROWER OR LENDER MAY FILE A COPY OF THIS MORTGAGE WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF BORROWER AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

Section 5.19 Waiver of Deficiency Judgment. Lender, at its sole discretion, may elect to waive any deficiency or right to a deficiency judgment which may remain due to Lender after sale of the Premises and may consent that Borrower, unless the Premises are abandoned, may remain in possession of the Premises and be entitled to all rents, issues and profits therefrom to date of confirmation of the sale by the court. Upon such election and consent, in writing, Borrower shall be entitled to the reduced redemption and sale provisions of 846.103(2) of the Foreclosure Act.

(signature contained on following page)

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date and year first above written.

PENNY RACINE, LLC, a
Delaware limited liability company

By: _____
Name: David S. Israel
Its: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kathy Henson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Davis S. Israel, personally known to me to be the Manager of Penny Racine, LLC, a Delaware limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid in his capacity as Manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25 day of September, 2015.

Notary Public

OFFICIAL SEAL
KATHY HENSON
Notary Public - State of Illinois
My Commission Expires Feb 5, 2019

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A:

That part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin, more particularly bounded and described as follows:
Commencing at the Southeast corner of the Southwest 1/4 of Section 24; thence South 89° 28' 36" East along the South line of the Southeast 1/4 of said Section 24, 992.09 feet; thence North 01° 33' 26" West, 61.18 feet to a point on the Northerly line of State Trunk Highway 11; thence North 88° 00' 16" West, 474.11 feet; thence North 86° 48' 46" West, 291.28 feet; thence North 87° 55' 25" West, 446.66 feet; thence North 89° 02' 04" West along the Northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence North 77° 46' 59" West, 116.17 feet to a point on the Easterly right-of-way line of State Trunk Highway 31; thence North 11° 30' 26" East along the Easterly right-of-way line of State Trunk Highway 31, 475.51 feet to the point of beginning of this description; thence North 11° 30' 26" East 65.00 feet; thence along the arc of a 232.50 foot radius curve, concave to the South, having a chord length of 82.74 feet bearing South 68° 14' 34" East to a point of reverse curve; thence along the arc of a 127.50 foot radius curve, concave to the North, having a chord length of 66.15 feet bearing South 73° 01' 49" East; thence along the arc of a 30.00 foot radius curve, concave to the West, having a chord length of 45.30 feet bearing North 42° 54' 33" East to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 136.35 feet bearing North 02° 41' 42" East; thence North 11° 30' 26" East, 161.86 feet; thence North 11° 49' 06" East, 332.74 feet to a point of curve; thence along the arc of a 275.00 foot radius curve, concave to the East, having a chord length of 110.85 feet bearing North 23° 26' 46" East to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the West, having a chord length of 45.37 feet bearing North 14° 02' 47" West; thence along the arc of a 117.50 foot radius curve, concave to the South, having a chord length of 54.80 feet bearing North 76° 39' 16" West; thence South 89° 51' 41" West, 65.00 feet to a point of reverse curve; thence along the arc of a 165.00 foot radius curve, concave to the North, having a chord length of 34.37 feet bearing North 84° 09' 52" West to a point on the Easterly right-of-way line of State Trunk Highway 31; thence North 11° 49' 06" East along the Easterly right-of-way line of State Trunk Highway 31, 32.50 feet; thence South 89° 02' 04" East, 341.56 feet; thence South 00° 57' 56" West, 277.61 feet; thence South 89° 02' 04" East, 369.18 feet; thence South 00° 57' 56" West, 164.31 feet; thence North 89° 02' 04" West, 53.00 feet; thence South 00° 57' 56" West, 474.58 feet; thence North 89° 02' 04" West, 349.39 feet; thence South 00° 57' 56" West, 213.13 feet; thence South 76° 05' 21" West, 67.30 feet; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 291.39 feet bearing North 40° 36' 11" West to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the South, having a chord length of 36.73 feet bearing North 59° 14' 03" West to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the North, having a chord length of 128.47 feet bearing North 77° 29' 11" West to a point of reverse curve; thence along the arc of a 167.50 foot radius curve concave to the South, having a chord length of 59.61 feet bearing North 68° 14' 34" West to the point of beginning of this description.

PARCEL B:

Non-exclusive easement for the benefit of Parcel A created in Easement, Restriction and

Operating Agreement dated as of December 28, 1979 and recorded in Volume 1545 of Records, Pages 235-384, as Document No. 1066872, as amended by First Amendment dated as of August 6, 1981 and recorded in Volume 1637, Pages 270-289, as Document No. 1099190 and further amended by Second Amendment dated as of March 27, 1985 and recorded in Volume 1747, Pages 145-157, as Document No. 1165931, for ingress and egress as provided for therein.

Tax Key No.: 276-00-00-23876-010

Common Address: 5900 Durand Avenue, Racine Wisconsin

Document #: **2393630**
Date: 11-04-2014 Time: 02:36:00 PM Pages: 11
Fee: $30.00 County: RACINE State: WI
Requesting Party: Chicago Title Company - SPS Wisconsin
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

The above recording information verifies this document has been electronically recorded and returned to the submitter

This Instrument Was Prepared By
And After Recording Please Return To:

Daniel Kohn, Esq.
Duane Morris LLP
190 South LaSalle Street
Suite 3700
Chicago, Illinois 60603

Tax Key No. 276-00-00-23876-010

ASSIGNMENT OF RENTS AND LEASES

THIS ASSIGNMENT OF RENTS AND LEASES (hereinafter, this "**Assignment**") is made as of October 31, 2014, by **PENNY RACINE, LLC**, a Delaware limited liability company ("**Borrower**"), with a mailing address c/o Learsi & Co., Inc., 3100 West Dundee Road, Suite 308, Northbrook, Illinois 60062, Attention: David S. Israel, to **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association ("**Lender**"), its successors and its assigns, with a mailing address of 525 West Monroe Street, 24th Floor, Chicago, Illinois 60661, Attention: Rosemary C. Kehr, Senior Vice President.

I
RECITALS

WHEREAS, Borrower has executed and delivered to Lender, a Mortgage Note (the "**Note**") of even date herewith, wherein Borrower promises to pay to the order of Lender the principal amount of One Million Four Hundred Thirty Thousand and No/100 Dollars ($1,430,000.00) in repayment of an acquisition loan from Lender in the amount of One Million Four Hundred Thirty Thousand and No/100 Dollars ($1,430,000.00) (the "**Loan**");

WHEREAS, as security for the repayment of the Loan, in addition to this Assignment, there has been executed and delivered to Lender by Borrower a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement (together with all renewals, amendments, supplements, restatements, extensions, and modifications thereof and thereto, the "**Mortgage**") dated as of even date herewith from Borrower to Lender, granting to Lender a first lien on the real estate described in **Exhibit A** attached hereto and hereby made a part hereof (the "**Premises**"), as well as certain other loan documents from Borrower (the Note, the Mortgage, this Assignment and all other documents or instruments given as security for repayment of or additional evidence of the Loan from Borrower, whether now or hereafter existing, and all renewals, amendments, supplements, restatements, modifications thereof and thereto are hereinafter referred to collectively as the "**Loan Documents**"); and

WHEREAS, as security for the repayment of the Loan, in addition to the other Loan Documents, Lender requires that Borrower execute and deliver to Lender this Assignment.

II
THE GRANT

NOW, THEREFORE, as further security for the repayment of the Loan and consideration of the matters recited hereinabove, Borrower does hereby sell, assign and transfer to Lender all of Borrower's right, title and interest in, to and under, together with all rents, issues, deposits and profits now due and which may hereinafter become due, under or by reason of any lease or any letting of, or any agreement for the use, sale, or occupancy of the Premises or any portion thereof (whether written or verbal) which may have been heretofore or may hereafter be made or agreed to or which may be made or agreed to by Lender under the powers herein granted, including without limitation sale contracts, escrow and other agreements, it being Borrower's intention hereby to establish an absolute transfer and assignment of all such leases, contracts and agreements pertaining thereto (such leases, contracts and agreements being collectively referred to hereinbelow as "agreements" and any such individual lease, contract, escrow or other agreement being referred to hereinbelow as an "agreement"), and all the avails thereof, to Lender; and

Borrower does hereby irrevocably appoint Lender as its true and lawful attorney in its name and stead subject to the limitations set forth in **Paragraph 4.1** hereof (with or without taking possession of the Premises) to rent, lease, let or sell all or any portion of the Premises to any party or parties at such price and upon such terms as Lender in its reasonable discretion may determine, and to collect all of such rents, issues, deposits, profits and avails now due or that may hereafter become due under any and all of such agreements or other tenancies now or hereafter existing on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability, and rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions set forth hereinbelow.

This Assignment confers upon Lender a power coupled with an interest and it cannot be revoked by Borrower.

III
GENERAL AGREEMENTS

3.1 **Available Rents**. Borrower represents and agrees that, except for the payment of advanced rent received by Borrower from J.C. Penney Properties, Inc. upon Borrower's acquisition of the Premises, it will not accept rent for right of future possession paid by any person in possession of any portion of the Premises in excess of two installments thereof paid in advance and that no payment of rents to become due for any portion of the Premises has been or will be waived, conceded, released, reduced, discounted, or otherwise discharged or compromised by Borrower which would have a material adverse effect on the Loan without the prior written consent of Lender, not to be unreasonably withheld or delayed. Borrower waives any right of set-off against any person in possession of any portion of the Premises. Borrower agrees that it will not assign any of such rents, issues, profits, deposits or avails, except to a purchaser or grantee of the Premises.

3.2 **License to Collect Rents.** Until the occurrence of a Default hereunder, Lender specifically licenses to Borrower the right to collect and accept rent for any portion of the Premises subject, however, to the terms and conditions set forth in this Assignment. This license shall be terminated without further action by Lender upon any Default by Borrower hereunder.

3.3 **Lease Modification/Execution**. Borrower shall provide Lender with copies of any lease or modification or amendment to any lease or agreement within five (5) days of execution thereof, and further agrees to provide Lender with copies of any letters of intent with respect to any potential leases for all or any portion of the Premises within five (5) days of execution thereof.

3.4 **Management of Premises**. At all times while Lender is not in actual possession of the Premises, Borrower shall manage the Premises, or cause the Premises to be managed, in accordance with sound business practices.

3.5 **Future Assignments**. Borrower further agrees to assign and transfer to Lender all future leases and agreements pertaining to all or any portion of the Premises and to execute and deliver to Lender, immediately upon demand of Lender, all such further assurances and assignments pertaining to the Premises as Lender may from time to time require.

3.6 **Performance of Lease Obligations**. Borrower shall, at its own cost, provided such action complies with Borrower's good business judgment: (i) at all times perform and observe all of the material covenants, conditions and agreements of the lessor under the terms of any or all leases or similar agreements affecting all or any part of the Premises; (ii) at all times enforce and secure the performance and observance of all of the material covenants, conditions and agreements of the lessees under the terms of any or all of said leases or other agreements; (iii) appear in and defend any action or other proceeding arising out of or in any manner connected with said leases and other agreements, and to pay any and all costs of Lender incurred by reason of or in connection with said proceedings, including reasonable attorneys' fees and court costs, and (iv) promptly furnish Lender with copies of any notices of default received by Borrower under the terms of or pursuant to any of said leases or other agreements.

IV
DEFAULTS AND REMEDIES

4.1 **Exercise of Rights**. Although it is the intention of Borrower and Lender that this Assignment be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon it herein unless and until a "Default" has occurred in the payment of interest or principal due under the Note or in the performance or observance of any of the other provisions of the Note, the Mortgage, this Assignment or any of the other Loan Documents and such Default has not been cured within any applicable notice or cure period; provided, however, that nothing contained herein shall be deemed to affect or impair any rights Lender may have under the Note or any of the other Loan Documents.

4.2 **Application of Rents**. Lender, in the exercise of the rights and powers conferred upon it herein, shall have full power to use and apply the rents, issues, deposits, profits and avails of the Premises to the payment of or on account of the following, in such order as Lender may in its sole discretion determine:

(a) operating expenses of the Premises (including without limitation all costs of management, sale and leasing thereof, which shall include reasonable compensation to Lender and its agents, if management be delegated thereto, reasonable attorneys' fees and costs, and lease or sale commissions and other compensation and expenses of seeking and procuring tenants or purchasers and entering into leases or sales), establishing any claims for damages, and premiums on insurance authorized hereinabove;

(b) taxes, special assessments, water and sewer charges on the Premises now or that may hereafter become due;

(c) any and all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Premises;

(d) any indebtedness secured by the Mortgage, or any deficiency that may result from any foreclosure sale pursuant thereto; and

(e) any remaining funds to Borrower or its successors or assigns, as their interests and rights may appear.

4.3 **Authorization to Lessees**. Borrower does further specifically authorize and instruct each and every present and future lessee or purchaser of all or any portion of the Premises to pay all unpaid rentals or deposits agreed upon in any lease or agreement pertaining to the Premises to Lender upon receipt of demand from Lender to pay the same without any further notice or authorization by Borrower, and Borrower hereby waives any rights or claims it may have against any lessee by reason of such payments to Lender.

4.4 **Right of Possession**. In the event Lender is authorized under **Paragraph 4.1** hereof to exercise its rights hereunder (whether before or after declaration of the entire principal amount secured thereby to be immediately due, before or after institution of legal proceedings to foreclose the lien of the Mortgage, or either one of them, or before or after sale thereunder),

Borrower agrees, immediately upon demand of Lender, to surrender to Lender and Lender (personally or by its agents or attorneys) shall be entitled to take actual possession of the Premises or any portion thereof, and in any such case Lender in its sole discretion may enter upon and take and maintain possession of all or any portion of the Premises, together with all the documents, books and records, papers and accounts of Borrower or the then owner of the Premises relating thereto and may exclude Borrower and its employees and agents wholly therefrom and may, as attorney-in-fact or agent of Borrower, or in its own name as Lender and under the powers herein granted, hold, operate, manage and control the Premises and conduct business thereon either personally or by its agents, with full power to use such measures, legal or equitable, as in its sole discretion may be deemed proper or necessary to enforce the payment of security of such rents, issues, deposits, profits and avails of the Premises (including without limitation actions for the recovery of rent, actions in forcible detainer and actions in distress for rent). Borrower hereby grants Lender full power and authority to exercise each and every one of the rights, privileges and powers herein granted at any and all times thereafter, without notice to Borrower, and with full power to cancel or terminate any lease (and any sublease) or agreement pertaining to the Premises for any cause or on any ground that would entitle Borrower to cancel the same, to disaffirm any such lease (and any sublease) or agreement made subsequent to the Mortgage or subordinated to the liens thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that Lender in its sole discretion deems appropriate, to insure (and reinsure) the same for all risks incidental to Lender's possession, operation and management thereof, and to receive all such rents, issues, deposits, profits and avails. Borrower further agrees to cooperate and facilitate Lender's collection of said funds and, upon Lender's request, shall promptly execute written notice to all lessees to make all rental payments to Lender.

4.5 Indemnity. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligations, duty or liability under any leases or agreements pertaining to the Premises, and Borrower shall and does hereby agree to indemnify and hold Lender harmless from and against any and all liability, loss and damage that Lender may or might incur under any such leases or agreements or under or by reason of the assignment thereof, as well as any and all claims and demands whatsoever which be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part, to perform or discharge any of the terms, covenants or conditions contained in such leases or agreements. Should Lender incur any such liability, loss or damage under such leases or agreements, or under or by reason of the assignment thereof, or in the defense of any claims or demands relating thereto, Borrower shall reimburse Lender for the amount thereof (including without limitation reasonable attorneys' fees and expenses and court costs) immediately upon demand.

4.6 Limitation of Liability. Nothing herein contained shall be construed as making or constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions set forth herein. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

4.7 Nature of Remedies. It is understood and agreed that the provisions set forth herein shall be deemed a special remedy given to Lender and shall not be deemed exclusive of

any of the remedies granted in the Note, the Mortgage or any of the other Loan Documents, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

4.8 **Continual Effectiveness**. It is expressly understood that no judgment or decree entered on any debt secured or intended to be secured by any of the other Loan Documents shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured thereby, in whatever form such indebtedness may be, and until the indebtedness secured thereby shall have been paid in full and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues, deposits, profits and avails of the Premises, by Borrower, or by any guarantor of payment of the Note, or until such time as this Assignment may be voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings pursuant to the Mortgage, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

V
MISCELLANEOUS

5.1 **Notices**. Any notice that Lender or Borrower may desire or be required to give to the other shall be in writing and shall be mailed or delivered in accordance with the terms of **Paragraph 5.1** of the Mortgage to the intended recipient thereof at its address hereinabove set forth as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereof. Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

5.2 **Governing Law; Litigation**. **The creation, perfection, priority and enforcement of the lien created by this Assignment shall be governed by and construed in accordance with the laws of the State of Wisconsin and in all other respects this Assignment shall be governed by the internal laws of the State of Illinois without regard to principles of conflicts of laws. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF BORROWER AND LENDER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS ASSIGNMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER, IN ANY OTHER COURT IN THE COUNTY IN WHICH THE PREMISES ARE LOCATED OR IN ANY OTHER COURT IN ANY OTHER COUNTY IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH 5.2.**

5.3 **Rights and Remedies**. All rights and remedies set forth in this Assignment are cumulative, and the holder of the Note and of every other obligation secured hereby may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at

law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby. Unless expressly provided in this Assignment to the contrary, no consent or waiver, whether express or implied, by any interested party referred to herein regarding any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein shall be deemed a consent to or waiver of the party of any obligations contained herein or waiver of the performance by such party of any other obligations hereunder or the performance by any other interested party referred to herein of the same, or of any other obligations hereunder.

5.4 **Interpretation**. If any provision of this Assignment or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid in any circumstance, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included herein. The headings of sections and paragraphs in this Assignment are for convenience or reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Assignment, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires. Whenever the words "including", "include" or "includes" are used in this Assignment, they should be interpreted in a non-exclusive manner as though the words "without limitation," immediately followed the same.

5.5 **Successors and Assigns**. This Assignment and all provisions hereof shall be binding upon Borrower, its successors, assigns and legal representatives, and all other persons or entities claiming under or through Borrower and the word "Borrower," when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Lender," when used herein, shall include Lender's successors, assigns and legal representatives, including all other holders, from time to time, of the Note. This Assignment shall run with the land constituting the Premises.

5.6 **Jury Waiver**. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF BORROWER AND LENDER HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS ASSIGNMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF BORROWER AND LENDER WITH RESPECT TO THIS ASSIGNMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF BORROWER AND LENDER HEREBY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT BORROWER OR LENDER MAY FILE A COPY OF THIS ASSIGNMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF BORROWER AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.**

[signatures on following page]

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed as of the day and year first above written.

PENNY RACINE, LLC, a
Delaware limited liability company

By: _____
Name: David S. Israel
Its: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kathy Henson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David S. Israel, personally known to me to be the Manager of Penny Racine, LLC, a Delaware limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid in his capacity as Manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 29 day of Oct, 2014.

Kathy Henson

Notary Public

OFFICIAL SEAL
KATHY HENSON
Notary Public - State of Illinois
My Commission Expires Feb 5, 2019

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A:

That part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 24; thence South 89° 28' 36" East along the South line of the Southeast 1/4 of said Section 24, 992.09 feet; thence North 01° 33' 26" West, 61.18 feet to a point on the Northerly line of State Trunk Highway 11; thence North 88° 00' 16" West, 474.11 feet; thence North 86° 48' 46" West, 291.28 feet; thence North 87° 55' 25" West, 446.66 feet; thence North 89° 02' 04" West along the Northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence North 77° 46' 59" West, 116.17 feet to a point on the Easterly right-of-way line of State Trunk Highway 31; thence North 11° 30' 26" East along the Easterly right-of-way line of State Trunk Highway 31, 475.51 feet to the point of beginning of this description; thence North 11° 30' 26" East 65.00 feet; thence along the arc of a 232.50 foot radius curve, concave to the South, having a chord length of 82.74 feet bearing South 68° 14' 34" East to a point of reverse curve; thence along the arc of a 127.50 foot radius curve, concave to the North, having a chord length of 66.15 feet bearing South 73° 01' 49" East; thence along the arc of a 30.00 foot radius curve, concave to the West, having a chord length of 45.30 feet bearing North 42° 54' 33" East to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 136.35 feet bearing North 02° 41' 42" East; thence North 11° 30' 26" East, 161.86 feet; thence North 11° 49' 06" East, 332.74 feet to a point of curve; thence along the arc of a 275.00 foot radius curve, concave to the East, having a chord length of 110.85 feet bearing North 23° 26' 46" East to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the West, having a chord length of 45.37 feet bearing North 14° 02' 47" West; thence along the arc of a 117.50 foot radius curve, concave to the South, having a chord length of 54.80 feet bearing North 76° 39' 16" West; thence South 89° 51' 41" West, 65.00 feet to a point of reverse curve; thence along the arc of a 165.00 foot radius curve, concave to the North, having a chord length of 34.37 feet bearing North 84° 09' 52" West to a point on the Easterly right-of-way line of State Trunk Highway 31; thence North 11° 49' 06" East along the Easterly right-of-way line of State Trunk Highway 31, 32.50 feet; thence South 89° 02' 04" East, 341.56 feet; thence South 00° 57' 56" West, 277.61 feet; thence South 89° 02' 04" East, 369.18 feet; thence South 00° 57' 56" West, 164.31 feet; thence North 89° 02' 04" West, 53.00 feet; thence South 00° 57' 56" West, 474.58 feet; thence North 89° 02' 04" West, 349.39 feet; thence South 00° 57' 56" West, 213.13 feet; thence South 76° 05' 21" West, 67.30 feet; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 291.39 feet bearing North 40° 36' 11" West to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the South, having a chord length of 36.73 feet bearing North 59° 14' 03" West to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the North, having a chord length of 128.47 feet bearing North 77° 29' 11" West to a point of reverse curve; thence along the arc of a 167.50 foot radius curve concave to the South, having a chord length of 59.61 feet bearing North 68° 14' 34" West to the point of beginning of this description.

PARCEL B:

Non-exclusive easement for the benefit of Parcel A created in Easement, Restriction and Operating Agreement dated as of December 28, 1979 and recorded in Volume 1545 of Records, Pages 235-384, as Document No. 1066872, as amended by First Amendment dated as of August 6, 1981 and recorded in Volume 1637, Pages 270-289, as Document No. 1099190 and further amended by Second Amendment dated as of March 27, 1985 and recorded in Volume 1747, Pages 145-157, as Document No. 1165931, for ingress and egress as provided for therein.

Tax Key No.: 276-00-00-23876-010

Common Address: 5900 Durand Avenue, Racine Wisconsin

Document #: **2419236**
Date: 10-07-2015 Time: 07:08:24 AM Pages: 12
Fee: $30.00 County: RACINE State: WI
Requesting Party: Chicago Title Company - SPS Wisconsin
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

The above recording information verifies this document has been electronically recorded and returned to the submitter

This Instrument Was Prepared By
And After Recording Please Return To:

Daniel Kohn, Esq.
Duane Morris LLP
190 South LaSalle Street
Suite 3700
Chicago, Illinois 60603

Parcel Identification Numbers:
Tax Key No. 276-00-00-23876-010

AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES

THIS AMENDED AND RESTATED ASSIGNMENT OF RENTS AND LEASES (hereinafter, this "**Assignment**") is made as of September 30, 2015, by **PENNY RACINE, LLC**, a Delaware limited liability company ("**Borrower**"), with a mailing address c/o Learsi & Co., Inc., 3100 West Dundee Road, Suite 308, Northbrook, Illinois 60062, Attention: David S. Israel, to **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association ("**Lender**"), its successors and its assigns, with a mailing address of 525 West Monroe Street, 24th Floor, Chicago, Illinois 60661, Attention: Rosemary C. Kehr, Senior Vice President.

I
RECITALS

WHEREAS, Borrower has executed and delivered to Lender that certain Assignment of Rents and Leases dated as of October 31, 2014, and recorded with the Racine County Register of Deeds on November 3, 2014, as Document No. 2393630 (the "**Original Assignment**"). The Original Assignment was granted as security for, among other things, any and all obligations of Borrower to Lender, under that certain Mortgage Note dated as of October 31, 2014, by

Borrower in favor of Lender (as modified by that certain First Amendment to Mortgage Note dated May 18, 2015, by and between Borrower and Lender, the "**Original Note**"), and pertained to the real estate described in **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**");

WHEREAS, Borrower and Lender have agreed to execute that certain Construction Loan Agreement of even date herewith (as it may be modified, amended and/or restated from time to time, the "**Loan Agreement**"), which Loan Agreement encompasses all credit facilities presently entered into between Borrower and Lender, pursuant to which Borrower became indebted to Lender in the amount of Six Million Two Hundred Thousand and No/100 Dollars ($6,200,000.00) (the "**Loan**"), together with interest thereon, at variable rates of interest as set forth in the Note (as hereinafter defined), evidenced by an Amended and Restated Mortgage Note dated of even date herewith from Borrower in favor of Lender in the original maximum principal amount of Six Million Two Hundred Thousand and No/100 Dollars ($6,200,000.00) (as it may be modified, amended and/or restated from time to time, the "**Note**"), which Note amends and restates the Original Note in its entirety, which Note is due and payable on or before the Maturity Date (as defined in the Note), as such Maturity Date may be accelerated in accordance with the terms of the Note. As a condition of Lender agreeing to enter into the Loan Agreement, Lender is requiring, among other things, that Borrower execute this Assignment, as well as certain other loan documents from Borrower (the Loan Agreement, the Note, the Mortgage, this Assignment and all other documents or instruments given as security for repayment of or additional evidence of the Loan from Borrower, whether now or hereafter existing, and all renewals, amendments, supplements, restatements, modifications thereof and thereto are hereinafter referred to collectively as the "**Loan Documents**"); and

WHEREAS, as security for the repayment of the Loan, in addition to the other Loan Documents, Borrower has agreed to execute and deliver to Lender this Assignment, which Assignment amends and restates the Original Assignment in its entirety.

II
THE GRANT

NOW, THEREFORE, as further security for the repayment of the Loan and consideration of the matters recited hereinabove, Borrower does hereby sell, assign and transfer to Lender all of Borrower's right, title and interest in, to and under, together with all rents, issues, deposits and profits now due and which may hereinafter become due, under or by reason of any lease or any letting of, or any agreement for the use, sale, or occupancy of the Premises or any portion thereof (whether written or verbal) which may have been heretofore or may hereafter be made or agreed to or which may be made or agreed to by Lender under the powers herein granted, including without limitation sale contracts, escrow and other agreements, it being Borrower's intention hereby to establish an absolute transfer and assignment of all such leases, contracts and agreements pertaining thereto (such leases, contracts and agreements being collectively referred to hereinbelow as "agreements" and any such individual lease, contract, escrow or other agreement being referred to hereinbelow as an "agreement"), and all the avails thereof, to Lender; and

Borrower does hereby irrevocably appoint Lender as its true and lawful attorney in its name and stead subject to the limitations set forth in **Paragraph 4.1** hereof (with or without taking possession of the Premises) to rent, lease, let or sell all or any portion of the Premises to any party or parties at such price and upon such terms as Lender in its reasonable discretion may determine, and to collect all of such rents, issues, deposits, profits and avails now due or that may hereafter become due under any and all of such agreements or other tenancies now or hereafter existing on the Premises, with the same rights and powers and subject to the same immunities, exoneration of liability, and rights of recourse and indemnity as Lender would have upon taking possession of the Premises pursuant to the provisions set forth hereinbelow.

This Assignment confers upon Lender a power coupled with an interest and it cannot be revoked by Borrower.

III
GENERAL AGREEMENTS

3.1 Available Rents. Borrower represents and agrees that it will not accept rent for right of future possession paid by any person in possession of any portion of the Premises in excess of two installments thereof paid in advance and that no payment of rents to become due for any portion of the Premises has been or will be waived, conceded, released, reduced, discounted, or otherwise discharged or compromised by Borrower which would have a material adverse effect on the Loan without the prior written consent of Lender, not to be unreasonably withheld or delayed. Borrower waives any right of set-off against any person in possession of any portion of the Premises. Borrower agrees that it will not assign any of such rents, issues, profits, deposits or avails, except to a purchaser or grantee of the Premises.

3.2 License to Collect Rents. Until the occurrence of a Default hereunder, Lender specifically licenses to Borrower the right to collect and accept rent for any portion of the Premises subject, however, to the terms and conditions set forth in this Assignment. This license shall be terminated without further action by Lender upon any Default by Borrower hereunder.

3.3 Lease Modification/Execution. Except as set forth in the Loan Agreement, Borrower shall not agree to any modification or amendment of the terms, or any termination or voluntary surrender, of any lease or agreement, enter into any new leases pertaining to all or any portion of the Premises, or enter into any letters of intent with respect to any potential leases for all or any portion of the Premises, without the prior written consent of Lender.

3.4 Management of Premises. At all times while Lender is not in actual possession of the Premises, Borrower shall manage the Premises, or cause the Premises to be managed, in accordance with sound business practices.

3.5 Future Assignments. Borrower further agrees to assign and transfer to Lender all future leases and agreements pertaining to all or any portion of the Premises and to execute and deliver to Lender, immediately upon demand of Lender, all such further assurances and assignments pertaining to the Premises as Lender may from time to time require.

3.6 Performance of Lease Obligations. Borrower shall, at its own cost, provided such action complies with Borrower's good business judgment: (i) at all times perform and

observe all of the material covenants, conditions and agreements of the lessor under the terms of any or all leases or similar agreements affecting all or any part of the Premises; (ii) at all times enforce and secure the performance and observance of all of the material covenants, conditions and agreements of the lessees under the terms of any or all of said leases or other agreements; (iii) appear in and defend any action or other proceeding arising out of or in any manner connected with said leases and other agreements, and to pay any and all costs of Lender incurred by reason of or in connection with said proceedings, including reasonable attorneys' fees and court costs, and (iv) promptly furnish Lender with copies of any notices of default received by Borrower under the terms of or pursuant to any of said leases or other agreements.

IV
DEFAULTS AND REMEDIES

4.1 **Exercise of Rights**. Although it is the intention of Borrower and Lender that this Assignment be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon it herein unless and until a "Default" has occurred in the payment of interest or principal due under the Note or in the performance or observance of any of the other provisions of the Loan Agreement, the Note, the Mortgage, this Assignment or any of the other Loan Documents and such Default has not been cured within any applicable notice or cure period; provided, however, that nothing contained herein shall be deemed to affect or impair any rights Lender may have under the Note or any of the other Loan Documents.

4.2 **Application of Rents**. Lender, in the exercise of the rights and powers conferred upon it herein, shall have full power to use and apply the rents, issues, deposits, profits and avails of the Premises to the payment of or on account of the following, in such order as Lender may in its sole discretion determine:

(a) operating expenses of the Premises (including without limitation all costs of management, sale and leasing thereof, which shall include reasonable compensation to Lender and its agents, if management be delegated thereto, reasonable attorneys' fees and costs, and lease or sale commissions and other compensation and expenses of seeking and procuring tenants or purchasers and entering into leases or sales), establishing any claims for damages, and premiums on insurance required pursuant to the terms of the Loan Documents;

(b) taxes, special assessments, water and sewer charges on the Premises now or that may hereafter become due;

(c) any and all repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements of the Premises;

(d) any indebtedness secured by the Mortgage, or any deficiency that may result from any foreclosure sale pursuant thereto; and

(e) any remaining funds to Borrower or its successors or assigns, as their interests and rights may appear.

4.3 **Authorization to Lessees**. Borrower does further specifically authorize and instruct each and every present and future lessee or purchaser of all or any portion of the Premises to pay all unpaid rentals or deposits agreed upon in any lease or agreement pertaining to the Premises to Lender upon receipt of demand from Lender to pay the same without any further notice or authorization by Borrower, and Borrower hereby waives any rights or claims it may have against any lessee by reason of such payments to Lender.

4.4 **Right of Possession**. In the event Lender is authorized under **Paragraph 4.1** hereof to exercise its rights hereunder (whether before or after declaration of the entire principal amount secured thereby to be immediately due, before or after institution of legal proceedings to foreclose the lien of the Mortgage, or either one of them, or before or after sale thereunder), Borrower agrees, immediately upon demand of Lender, to surrender to Lender and Lender (personally or by its agents or attorneys) shall be entitled to take actual possession of the Premises or any portion thereof, and in any such case Lender in its sole discretion may enter upon and take and maintain possession of all or any portion of the Premises, together with all the documents, books records, papers and accounts of Borrower or the then owner of the Premises relating thereto, may exclude Borrower and its employees and agents wholly therefrom and may, as attorney-in-fact or agent of Borrower, or in its own name as Lender and under the powers herein granted, hold, operate, manage and control the Premises and conduct business thereon either personally or by its agents, with full power to use such measures, legal or equitable, as in its sole discretion may be deemed proper or necessary to enforce the payment of security of such rents, issues, deposits, profits and avails of the Premises (including without limitation actions for the recovery of rent, actions in forcible detainer and actions in distress for rent). Borrower hereby grants Lender full power and authority to exercise each and every one of the rights, privileges and powers herein granted at any and all times thereafter, without notice to Borrower, and with full power to cancel or terminate any lease (and any sublease) or agreement pertaining to the Premises for any cause or on any ground that would entitle Borrower to cancel the same, to disaffirm any such lease (and any sublease) or agreement made subsequent to the Mortgage or subordinated to the liens thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Premises that Lender in its sole discretion deems appropriate, to insure (and reinsure) the same for all risks incidental to Lender's possession, operation and management thereof, and to receive all such rents, issues, deposits, profits and avails. Borrower further agrees to cooperate and facilitate Lender's collection of said funds and, upon Lender's request, shall promptly execute written notice to all lessees to make all rental payments to Lender.

4.5 **Indemnity**. Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge any obligations, duty or liability under any leases or agreements pertaining to the Premises, and Borrower shall and does hereby agree to indemnify and hold Lender harmless from and against any and all liability, loss and damage that Lender may or might incur under any such leases or agreements or under or by reason of the assignment thereof, as well as any and all claims and demands whatsoever which be asserted against Lender by reason of any alleged obligations or undertakings on Lender's part, to perform or discharge any of the terms, covenants or conditions contained in such leases or agreements. Should Lender incur any such liability, loss or damage under such leases or agreements, or under or by reason of the assignment thereof, or in the defense of any claims or demands relating thereto, Borrower

shall reimburse Lender for the amount thereof (including without limitation reasonable attorneys' fees and expenses and court costs) immediately upon demand.

4.6 Limitation of Liability. Nothing herein contained shall be construed as making or constituting Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Premises by Lender pursuant to the provisions set forth herein. In the exercise of the powers herein granted Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Borrower.

4.7 Nature of Remedies. It is understood and agreed that the provisions set forth herein shall be deemed a special remedy given to Lender and shall not be deemed exclusive of any of the remedies granted in the Note, the Mortgage or any of the other Loan Documents, but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

4.8 Continual Effectiveness. It is expressly understood that no judgment or decree entered on any debt secured or intended to be secured by any of the other Loan Documents shall operate to abrogate or lessen the effect of this Assignment, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured thereby, in whatever form such indebtedness may be, and until the indebtedness secured thereby shall have been paid in full and all bills incurred by virtue of the authority contained herein have been fully paid out of the rents, issues, deposits, profits and avails of the Premises, by Borrower, or by any guarantor of payment of the Note, or until such time as this Assignment may be voluntarily released. This Assignment shall also remain in full force and effect during the pendency of any foreclosure proceedings pursuant to the Mortgage, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless the indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

V
MISCELLANEOUS

5.1 Notices. Any notice that Lender or Borrower may desire or be required to give to the other shall be in writing and shall be mailed or delivered in accordance with the terms of **Paragraph 5.1** of the Mortgage to the intended recipient thereof at its address hereinabove set forth as such intended recipient may, from time to time, by notice in writing, designate to the sender pursuant hereof. Except as otherwise specifically required herein, notice of the exercise of any right or option granted to Lender by this Assignment is not required to be given.

5.2 Governing Law; Litigation. **The creation, perfection, priority and enforcement of the lien created by this Assignment shall be governed by and construed in accordance with the laws of the State of Wisconsin and in all other respects this Assignment shall be governed by the internal laws of the State of Illinois without regard to principles of conflicts of laws. TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF BORROWER AND LENDER HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS ASSIGNMENT SHALL BE TRIED AND DETERMINED ONLY IN THE STATE OR FEDERAL COURT LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS, OR, AT THE SOLE OPTION OF LENDER, IN ANY OTHER COURT IN THE COUNTY IN WHICH THE PROPERTY IS**

LOCATED OR IN ANY OTHER COURT IN ANY OTHER COUNTY IN WHICH LENDER SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BORROWER HEREBY EXPRESSLY WAIVES ANY RIGHT IT MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS PARAGRAPH 5.2.

5.3 **Rights and Remedies**. All rights and remedies set forth in this Assignment are cumulative, and the holder of the Note and of every other obligation secured hereby may recover judgment thereon, issue execution therefor and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby. Unless expressly provided in this Assignment to the contrary, no consent or waiver, whether express or implied, by any interested party referred to herein regarding any breach or default by any other interested party referred to herein, in the performance by such other party of any obligations contained herein shall be deemed a consent to or waiver of the party of any obligations contained herein or waiver of the performance by such Party of any other obligations hereunder or the performance by any other interested party referred to herein of the same, or of any other obligations hereunder.

5.4 **Interpretation**. If any provision of this Assignment or any paragraph, sentence, clause, phrase or word, or the application thereof, is held invalid in any circumstance, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included herein. The headings of sections and paragraphs in this Assignment are for convenience or reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Assignment, the singular shall include the plural, and masculine, feminine and neuter pronouns shall be fully interchangeable, where the context so requires. Whenever the words "including", "include" or "includes" are used in this Assignment, they should be interpreted in a non-exclusive manner as though the words "without limitation," immediately followed the same.

5.5 **Successors and Assigns**. This Assignment and all provisions hereof shall be binding upon Borrower, its successors, assigns and legal representatives, and all other persons or entities claiming under or through Borrower and the word "Borrower," when used herein, shall include all such persons and entities and any others liable for the payment of the indebtedness secured hereby or any part thereof, whether or not they have executed the Note or this Assignment. The word "Lender," when used herein, shall include Lender's successors, assigns and legal representatives, including all other holders, from time to time, of the Note. This Assignment shall run with the land constituting the Premises.

5.6 **Jury Waiver**. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF BORROWER AND LENDER HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS ASSIGNMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF BORROWER AND LENDER WITH RESPECT TO THIS ASSIGNMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE**

WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH OF BORROWER AND LENDER HEREBY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT BORROWER OR LENDER MAY FILE A COPY OF THIS ASSIGNMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF EACH OF BORROWER AND LENDER TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.

[signatures on following page]

IN WITNESS WHEREOF, Borrower has caused this Assignment to be executed as of the day and year first above written.

PENNY RACINE, LLC, a
Delaware limited liability company

By: _____
Name: David S. Israel
Its: Manager

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Kathy Henson, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that David S. Israel, personally known to me to be the Manager of Penny Racine, LLC, a Delaware limited liability company, and the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he has signed and delivered the said instrument as his free and voluntary act as aforesaid in his capacity as Manager of the limited liability company, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 25 day of September, 2015.

Notary Public

OFFICIAL SEAL
KATHY HENSON
Notary Public - State of Illinois
My Commission Expires Feb 5, 2019

EXHIBIT "A"

LEGAL DESCRIPTION

PARCEL A:

That part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 24; thence South 89° 28' 36" East along the South line of the Southeast 1/4 of said Section 24, 992.09 feet; thence North 01° 33' 26" West, 61.18 feet to a point on the Northerly line of State Trunk Highway 11; thence North 88° 00' 16" West, 474.11 feet; thence North 86° 48' 46" West, 291.28 feet; thence North 87° 55' 25" West, 446.66 feet; thence North 89° 02' 04" West along the Northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence North 77° 46' 59" West, 116.17 feet to a point on the Easterly right-of-way line of State Trunk Highway 31; thence North 11° 30' 26" East along the Easterly right-of-way line of State Trunk Highway 31, 475.51 feet to the point of beginning of this description; thence North 11° 30' 26" East 65.00 feet; thence along the arc of a 232.50 foot radius curve, concave to the South, having a chord length of 82.74 feet bearing South 68° 14' 34" East to a point of reverse curve; thence along the arc of a 127.50 foot radius curve, concave to the North, having a chord length of 66.15 feet bearing South 73° 01' 49" East; thence along the arc of a 30.00 foot radius curve, concave to the West, having a chord length of 45.30 feet bearing North 42° 54' 33" East to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 136.35 feet bearing North 02° 41' 42" East; thence North 11° 30' 26" East, 161.86 feet; thence North 11° 49' 06" East, 332.74 feet to a point of curve; thence along the arc of a 275.00 foot radius curve, concave to the East, having a chord length of 110.85 feet bearing North 23° 26' 46" East to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the West, having a chord length of 45.37 feet bearing North 14° 02' 47" West; thence along the arc of a 117.50 foot radius curve, concave to the South, having a chord length of 54.80 feet bearing North 76° 39' 16" West; thence South 89° 51' 41" West, 65.00 feet to a point of reverse curve; thence along the arc of a 165.00 foot radius curve, concave to the North, having a chord length of 34.37 feet bearing North 84° 09' 52" West to a point on the Easterly right-of-way line of State Trunk Highway 31; thence North 11° 49' 06" East along the Easterly right-of-way line of State Trunk Highway 31, 32.50 feet; thence South 89° 02' 04" East, 341.56 feet; thence South 00° 57' 56" West, 277.61 feet; thence South 89° 02' 04" East, 369.18 feet; thence South 00° 57' 56" West, 164.31 feet; thence North 89° 02' 04" West, 53.00 feet; thence South 00° 57' 56" West, 474.58 feet; thence North 89° 02' 04" West, 349.39 feet; thence South 00° 57' 56" West, 213.13 feet; thence South 76° 05' 21" West, 67.30 feet; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 291.39 feet bearing North 40° 36' 11" West to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the South, having a chord length of 36.73 feet bearing North 59° 14' 03" West to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the North, having a chord length of 128.47 feet bearing North 77° 29' 11" West to a point of reverse curve; thence along the arc of a 167.50 foot radius curve concave to the South, having a chord length of 59.61 feet bearing North 68° 14' 34" West to the point of beginning of this description.

PARCEL B:

Non-exclusive easement for the benefit of Parcel A created in Easement, Restriction and Operating Agreement dated as of December 28, 1979 and recorded in Volume 1545 of Records, Pages 235-384, as Document No. 1066872, as amended by First Amendment dated as of August 6, 1981 and recorded in Volume 1637, Pages 270-289, as Document No. 1099190 and further amended by Second Amendment dated as of March 27, 1985 and recorded in Volume 1747, Pages 145-157, as Document No. 1165931, for ingress and egress as provided for therein.

Tax Key No.: 276-00-00-23876-010

Common Address: 5900 Durand Avenue, Racine Wisconsin

Document #: 2393633
Date: 11-04-2014 Time: 02:36:00 PM Pages: 9
Fee: $30.00 County: RACINE State: WI
Requesting Party: Chicago Title Company - SPS Wisconsin
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

The above recording information verifies this document has been electronically recorded and returned to the submitter

This Instrument Prepared
By and After Recording
To Be Returned To:

Associated Bank, National Association
525 West Monroe Street
24th Floor
Chicago, Illinois 60661
Attention: Rosemary C. Kehr, SVP

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT ("Agreement") executed between ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association ("Mortgagee") and J.C. PENNEY CORPORATION, INC., a Delaware corporation ("Tenant").

WITNESSETH:

WHEREAS, Penny Racine, LLC, a Delaware limited liability company ("Landlord"), has entered into a certain Agreement of Lease (the "Lease") with Tenant dated October 31, 2014, relating to certain premises located at 5900 Durand Avenue, Racine, Wisconsin (the "Premises"), said Premises being more particularly described in said Lease and being situated on a portion of the real property described in EXHIBIT A attached hereto and made a part hereof; and

WHEREAS, Mortgagee has made a mortgage loan to Landlord in the original principal amount of ONE MILLION FOUR HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS ($1,430,000.00) secured by a Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated October 31, 2014 (the "Mortgage") covering the Premises, which Mortgage is recorded as Document No. 2393510;

NOW, THEREFORE, it is mutually agreed as follows:

1. To the extent that Tenant's rights and entitlements under the Lease are not diminished or otherwise affected, the Lease is and shall be subject and subordinate to the Mortgage and to all renewals, modifications, consolidations, replacements, and extensions of the Mortgage.

2. In the event of a foreclosure of the Mortgage or should Mortgagee obtain title by deed in lieu thereof, or otherwise, Mortgagee, for itself, its successors or assigns, agrees that Tenant may continue its occupancy of the Premises in accordance with the terms and provisions of the Lease, so long as Tenant continues to pay rent and otherwise to perform its obligations thereunder. Mortgagee agrees not to name Tenant as a party defendant in any foreclosure action (unless required by law to properly foreclose upon the Mortgage).

3. Tenant agrees to attorn to: (a) Mortgagee when in possession of the Premises; (b) a receiver appointed in an action or proceeding to foreclose the Mortgage or otherwise; or (c) any

party acquiring title to the Premises as a result of foreclosure of the Mortgage or deed in lieu thereof. Tenant further covenants and agrees to execute and deliver, upon request of Mortgagee, or its assigns, an appropriate agreement of attornment with any subsequent titleholder of the Premises.

4. So long as the Mortgage on the Premises remains outstanding and unsatisfied, Tenant will deliver to Mortgagee a copy of all notices of default given to Landlord by Tenant. At any time before the rights of Landlord shall have been forfeited or adversely affected because of any default under the Lease as therein provided, Mortgagee shall have the right (but not the obligation) to cure such default within the same period of time as is allowed Landlord under the Lease.

5. Tenant certifies that the Lease has been duly executed by Tenant; and that Tenant, as of this date, has no charge, lien or claim of offset under the Lease, or otherwise, against the rents or other charges due or to become due thereunder.

6. Tenant agrees that during the term of the Lease or any extension thereof, Tenant will not enter into any material amendment or modification of the Lease and will not cancel or surrender the Lease without in any such instance Mortgagee's prior written consent.

7. If Mortgagee shall succeed to the interest of Landlord under the Lease, Mortgagee shall be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall, from and after Mortgagee's succession to the interest of Landlord under the Lease, have the same remedies against Mortgagee for the breach of an agreement contained in the Lease that Tenant might have had under the Lease against Landlord if Mortgagee had not succeeded to the interest of Landlord; provided further, however, that Mortgagee shall not be:

(a) liable for any warranty, act or omission of any prior landlord (including Landlord); or

(b) subject to any offsets or defense which Tenant might have against any prior landlord (including Landlord), except as set forth in the Lease, and except those which arose out of such Landlord's default under the Lease and accrued after Tenant has notified Mortgagee and given Mortgagee an opportunity to cure as provided herein; or

(c) bound by any amendment or modification of the Lease or any collateral agreement made without Mortgagee's consent if required by Section 6 above; or

(d) bound to return Tenant's security deposit, if any, until such deposit has come into Mortgagee's (or such successor's) actual possession and Tenant would be entitled to such security deposit under the Lease.

8. Whenever possible each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of said document.

9. **THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT, AND THE RIGHTS OF TENANT AND MORTGAGEE SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF WISCONSIN, WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW.**

10. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, TENANT AND MORTGAGEE EACH HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY ACTION, CAUSE OF ACTION, CLAIM, DEMAND, OR PROCEEDING ARISING UNDER OR WITH RESPECT TO THIS AGREEMENT, OR IN ANY WAY CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE DEALINGS OF TENANT AND MORTGAGEE WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED HERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, TENANT AND MORTGAGEE EACH HEREBY AGREES THAT ANY SUCH ACTION, CAUSE OF ACTION, CLAIM, DEMAND OR PROCEEDING SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT TENANT OR MORTGAGEE MAY FILE A COPY OF THIS EXECUTED AGREEMENT WITH ANY COURT OR OTHER TRIBUNAL AS WRITTEN EVIDENCE OF THE CONSENT OF TENANT AND MORTGAGEE TO THE WAIVER OF ITS RIGHT TO TRIAL BY JURY.**

11. This Agreement may not be amended or modified except by an agreement in writing signed by the party to be charged. If any action or proceeding is brought by any party against any other party arising from or related to this Agreement or the Lease, the prevailing party shall be entitled to recover its reasonable costs and attorneys' fees. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their heirs, representatives, successors and assigns. Time is of the essence. This document represents the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations and covenants.

12. This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below their respective signatures.

MORTGAGEE:

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

By: _____

Title: _____

Date: _____

TENANT:

J.C. PENNEY CORPORATION, INC.
a Delaware corporation

By: _____

Title: Bradley Anderson

Date: 10-29-2014

APPROVED
CS
ATTORNEY

APPROVED
REAL ESTATE

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date indicated below their respective signatures.

MORTGAGEE:

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

By: Rosemary C. Kehr

Title: Senior Vice President

Date: 10-30-2014

TENANT:

J.C. PENNEY CORPORATION, INC.
a Delaware corporation

By: Bradley Anderson

Title: Bradley Anderson

Date: 10-29-2014

APPROVED
CS
ATTORNEY

APPROVED
wse
REAL ESTATE

STATE OF Texas)
) SS:
COUNTY OF Collin)

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Bradley Swenson, whose name as Vice President of J.C. Penney Corporation, Inc., a Delaware corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such V.P. and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 29th day of October, 2014

SHERRIE MIHDAWI
MY COMMISSION EXPIRES
August 2, 2016

(SEAL)
Notary Public
State of Texas

My Commission expires: 8/2/16

STATE OF IL)
COUNTY OF Cook) SS:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rosemary C Kehr, whose name as Vice President Associated Bank, National Association, an national banking association, is signed to the foregoing instrument, who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, as such officer and with full authority, executed the same voluntarily for and as the act of said national banking association.

Given under my hand and official seal this 20th day of October, 2014

"OFFICIAL SEAL"
DeAnna M. Uviedo
Notary Public, State of Illinois
My Commission Expires May 23, 2017

DeAnna M. Uviedo (SEAL)
Notary Public
State of IL

My Commission expires: May 23, 2017

DM2\5199797.2

EXHIBIT "A"
LEGAL DESCRIPTION

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 24; thence, S89°28'36"E along th south line of the southeast 1/4 of said Section 24, 992.09 feet; thence, N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11; thence, N88°00'16"W, 474.11 feet; thence, N86°48'46"W, 291.28 feet; thence, N87°55'25"W, 446.66 feet; thence, N89°02'04"W, along the northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence, N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°30'26"E along the easterly right-of-way line of State Trunk Highway 31, 475.51 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence, N11°30'26"E 65.00 feet; thence along the arc of a 232.50 foot radius curve, concave to the south, having a chord length of 82.74 feet bearing S68°14'34"E to a point of reverse curve; thence along the arc of a 127.50 foot radius curve, concave to the north, having a chord length of 66.15 feet bearing S73°01'49"E; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.30 feet bearing N42°54'33"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 136.35 feet bearing N02°41'42"E; thence, N11°30'26"E, 161.86 feet; thence, N11°49'06"E, 332.74 feet to a point of curve; thence along the arc of a 275.00 foot radius curve, concave to the east, having a chord length of 110.85 feet bearing N23°26'46"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.37 feet bearing N14°02'47"W; thence along the arc of

a 117.50 foot radius curve, concave to the south, having a chord length of 54.80 feet bearing N76°39'16"W; thence S89°51'41"W, 65.00 feet to a point of reverse curve; thence along the arc of a 165.00 foot radius curve, concave to the north, having a chord length of 34.37 feet bearing N84°09'52"W, to a point on the easterly right-of-way line of State Trunk Highway 31; thence, N11°49'06"E along the easterly right-of-way line of State Trunk Highway 31, 32.50 feet; thence, S89°02'04"E, 341.56 feet; thence, S00°57'56"W, 277.61 feet; thence, S89°02'04"E, 369.18 feet; thence, S00°57'56"W, 164.31 feet; thence, N89°02'04"W, 53.00 feet; thence, S00°57'56"W, 474.58 feet; thence, N89°02'04"W, 349.39 feet; thence, S00°57'56"W, 213.13 feet; thence, S76°05'21"W, 67.30 feet; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 291.39 feet bearing N40°36'11"W to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 36.73 feet bearing N59°14'03"W to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the north, having a chord length of 128.47 feet bearing N77°29'11"W to a point of reverse curve; thence along the arc of a 167.50 foot radius curve concave to the south, having a chord length of 59.61 feet bearing N68°14'34"W TO THE POINT OF BEGINNING OF THIS DESCRIPTION. Parcel contains 11.900 acres to be the same more or less.

Tax Key No.: 276-00-00-23876-010

DOCUMENT # 2411171
RACINE COUNTY REGISTER OF DEEDS
June 29, 2015 11:42 AM

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $30.00
Pages: 10

PREPARED BY AND RECORDING REQUESTED BY:

Ross Dress For Less, Inc.

AND WHEN RECORDED MAIL TO:

Ross Dress For Less, Inc.
5130 Hacienda Drive
Dublin, CA 94568-7579

30-10

Attn.: Mike Dail, Esq.
Real Estate Law Department

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT

LOCATION: RACINE, WISCONSIN

Assessor's Parcel Number/PIN: 276-00-00-23876-010

This Subordination, Nondisturbance and Attornment Agreement (the "Agreement") is effective as of this 14 day of May, 2015, by and between **ASSOCIATED BANK NATIONAL ASSOCIATION**, a national banking association (the "**Lender**"), **ROSS DRESS FOR LESS, INC.**, a Virginia corporation (the "**Tenant**") and **PENNY RACINE, LLC**, a Delaware limited liability company (the "**Landlord**").

RECITALS

A. Lender is or will be the holder of indebtedness secured by a lien or liens upon, the real property described in Exhibit "A" attached hereto and by this reference incorporated herein. The Exhibit "A" property and improvements thereon are hereinafter referred to as the "Shopping Center." The instruments creating such lien or liens whether they be denominated as being "mortgage," "deed of trust," "deed to secure debt," "security agreement," "vendor's lien," "ground

lease," or otherwise, and any instruments modifying or amending the same, or entered into in substitution or replacement thereof, are hereinafter collectively referred to as being the "Mortgage."

B. Tenant has executed, or will execute, a certain lease with Landlord, dated for reference purposes on May 14, 2015, for all or a portion of the Shopping Center, which portion (the "Premises") is more particularly set forth in said lease. Said lease and all amendments and modifications thereto are herein collectively referred to as the "Lease."

C. Tenant has requested that Lender agree not to disturb Tenant's possessory rights under the Lease in the event that Lender should foreclose on the Mortgage, provided that Tenant is not in default of the Lease.

D. The parties desire to establish certain rights and obligations with respect to their respective interests by means of this Agreement.

AGREEMENTS

NOW, THEREFORE, the parties hereto in consideration of the mutual covenants herein contained, and intending to be legally bound by hereby agree as follows:

1. Subject to the terms and conditions of this Agreement, and for so long as this Agreement remains binding upon Lender, the Lease shall be, in accordance with the terms and conditions hereof, subordinate to the lien of the Mortgage and all voluntary and involuntary advances made thereunder.

2. Lender approves of the Lease.

3. Provided that Tenant is not in default so as to permit Landlord to terminate the Lease or Tenant's right to possession of the Premises, Lender or the purchaser at a foreclosure sale pursuant to any action or proceeding to foreclose the Mortgage, whether judicial or non-judicial, or Lender pursuant to acceptance of a deed in lieu of foreclosure or any assignment of Landlord's interest under the Lease, in the exercise of any of the rights arising, or which may arise, out of the Mortgage or in any other manner: (i) shall not disturb or deprive Tenant in or of its use, quiet enjoyment and possession (or its right to use, quiet enjoyment and possession) of the Premises, or of any part thereof, or any right, benefit or privilege granted to or inuring to the benefit of Tenant under the Lease (including any right of renewal or extension thereof); (ii) shall not terminate or affect the Lease; (iii) shall recognize Tenant's rights, benefits and privileges under the Lease; and, (iv) shall recognize the leasehold estate of Tenant under all of the terms, covenants, and conditions of the Lease for the remaining balance of the term of the Lease with the same force and effect as if Lender were Landlord under the Lease. Lender hereby covenants that any sale by it of the Shopping Center pursuant to the exercise of any rights and remedies under the Mortgage or otherwise, shall be made subject to the Lease and the rights of Tenant thereunder. However, in no event shall Lender be:

(a) Liable for any act or omission of Landlord arising prior to the date Lender takes possession of Landlord's interest in the Lease or becomes a mortgagee in possession, except to the extent such act or omission is of a continuing nature, such as, for example, a repair obligation;

(b) Liable for any offsets or deficiencies which Tenant might be entitled to assert against Landlord arising prior to the date Lender takes possession of Landlord's interest in the Lease or becomes a mortgagee in possession, except to the extent that Lender has received the benefit of the act of Tenant giving rise to the right of deduction, such as, for example, relief of an obligation that would otherwise have been paid by Lender as Landlord;

(c) Bound by any payment of rent or additional rent made by Tenant to Landlord for more than one (1) month in advance, which payment was not required under the terms of the Lease;

(d) Bound by any amendment or modification of the Lease executed after the date of this Agreement which: (i) increases Landlord's obligations or reduces Tenant's obligations under the Lease; and, (ii) is made without Lender's prior written consent (except to the extent that the Lease may specifically contemplate any amendment or modification thereof).

4. In the event of the termination of the Mortgage by foreclosure, summary proceedings or otherwise, and if Tenant is not in default under the terms and conditions of the Lease so as to permit Landlord thereunder to terminate the Lease, then, and in any such event, Tenant shall not be made a party in the action or proceeding to terminate the Mortgage unless not to do so would be disadvantageous procedurally to Lender, in which case, such joinder of Tenant as a party shall not extinguish or interfere with any rights of Tenant under the Lease, nor shall Tenant be evicted or moved or its possession or right to possession under the terms of the Lease be disturbed or in any way interfered with, and, subject to the provisions of this Agreement, Tenant will attorn to Lender or any other party which obtains title to the Shopping Center pursuant to any remedy provided for by the Mortgage or otherwise, such attornment to be effective and self-operative without the execution of any other instruments on the part of any party, and the Lease shall continue in full force and effect as a direct Lease from Lender or such party to Tenant under all the terms and provisions of the Lease (including any rights to renew or extend the term thereof). In the event of such attornment, Lender shall be deemed to have assumed and shall assume the performance of all of the affirmative covenants of Landlord occurring under the Lease from and after the time Lender becomes Landlord and until such time as such obligations are assumed by a bona fide purchaser.

5. Tenant hereby confirms that the Lease is in full force and effect.

6. Nothing contained in this Agreement shall be deemed to reduce or abrogate any rights of Tenant to cure any default of Landlord under the Lease in accordance with and subject to the provisions of the Lease and/or to deduct from rental such amounts which Tenant may be entitled to so deduct under the provisions of the Lease.

7. Unless and until Lender or any subsequent purchaser succeeds to the interest of Landlord under the Lease, Landlord shall continue to perform Landlord's obligations and duties under the Lease.

8. If Landlord executes and delivers to Lender an Assignment of Leases and Rents conveying the rent under the Lease upon an event of default by Landlord under the Mortgage, after receipt of notice from Lender to Tenant (at the address set forth below) that rents under the Lease should be paid to Lender, Tenant shall thereafter pay to Lender all monies thereafter due to Landlord under the Lease. In such event, Tenant shall be entitled to rely solely upon such notice, and Landlord and Lender hereby indemnify and agree to defend and hold Tenant harmless from and against any and all expenses, losses, claims, damages or liabilities arising out of Tenant's compliance with such notice or performance of the obligations under the Lease by Tenant made in good faith in reliance on and pursuant to such notice. Tenant shall be entitled to full credit under the Lease for any rents paid to Lender in accordance with the provisions hereof. Any dispute between Lender (or any other purchaser) and Landlord as to the existence of a default by Landlord under the provisions of the Mortgage, shall be dealt with and adjusted solely between Lender (or any other purchaser) and Landlord, and Tenant shall not be made a party thereto.

9. Lender shall use the proceeds of any insurance recovery or condemnation award for the purposes stated in the Lease.

10. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising thereunder shall be valid or binding for any purpose whatsoever unless in writing and duly executed by the party against which the same is brought to be asserted.

11. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns, including without limitation, the covenants of Lender herein shall be specifically binding upon any purchaser of the Shopping Center at foreclosure or at a sale under power of sale.

12. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, said provision(s) shall be void and of no further force or effect.

13. This Agreement shall be governed and construed according to the laws of the state where the Shopping Center is located.

14. Provided that Tenant is not in default under the Lease beyond any applicable notice and cure periods, Lender shall not institute any litigation naming Tenant as a defendant for the purpose of foreclosing or otherwise terminating Tenant's leasehold interest in the Shopping Center or the Premises unless Tenant is required to be named in such litigation by law, and then only for the purpose of complying with the applicable foreclosure statute and so long as Tenant's failure to defend against any such action shall not result in a waiver of its rights to continued possession under

the Lease as set forth in this Agreement. The term "Lender" as used herein shall include any successor-in-interest to Lender (including a purchaser at foreclosure or sale in lieu thereof).

15. To be effective, any notice or other communication given pursuant to this Agreement must be in writing and sent postage paid by United States registered or certified mail with return receipt requested. Rejection or other refusal to accept, or inability to deliver because of changed address of which no notice has been given, will constitute receipt of the notice or other communication. For purposes hereof:

Lender's address is:	Associated Bank 200 North Adams Street P.O. Box 19006 Green Bay, Wisconsin 54307-9006 Attn.:_____
and Tenant's address is:	Ross Dress For Less, Inc. 5130 Hacienda Drive Dublin, CA 94568-7579 Attn.: Real Estate Legal Notice Department
and Landlord's address is:	Penny Racine, LLC 3100 W. Dundee Road, Suite 308 Northbrook, Illinois 60062 Attn.: David Isreal

At any time(s), each party may change its address for the purposes hereof by giving the other party a change of address notice in the manner stated above.

16. This Agreement (a) contains the entire understanding of Lender and Tenant regarding matters dealt with herein (any prior written or oral agreements between them as to such matters being superseded hereby), (b) can be modified or waived in whole or in part only by a written instrument signed on behalf of the party against whom enforcement of the modification or waiver is sought, and (c) will bind and inure to the benefit of the parties hereto and their respective successors and assigns.

17. In the event of any litigation arising out of the enforcement or interpretation of any of the provisions of this Agreement, the unsuccessful party shall pay to the prevailing party its reasonable attorneys' fees, including costs of suit, discovery and appeal. The "prevailing party" shall be that party who obtains substantially the relief sought in the action.

18. In the event the Lease is terminated as a result of Landlord's bankruptcy or reorganization, whereby Lender obtains fee title to the Shopping Center (or in the case Lender is the ground lessor, retains fee title without the encumbrance of the ground lease), Lender agrees that the Lease shall remain in effect as between Lender (as Landlord) and Tenant, subject to the terms of this Agreement, and, upon Tenant's written request, Lender and Tenant agree to execute a reinstatement

agreement documenting that the Lease has been reinstated as between Lender (as Landlord) and Tenant and that the terms and conditions thereof shall be as stated in the Lease, subject to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed as of the day and year first written above.

TENANT:
ROSS DRESS FOR LESS, INC.,
a Virginia corporation

By: _____
Gregg McGillis
Its: Group Senior Vice President, Property Development

LENDER:
ASSOCIATED BANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Name: _____
Its: Rosemary Kehr
Senior Vice President

LANDLORD:
PENNY RACINE, LLC,
a Delaware limited liability company

By: _____
Name: DAVID ISRAEL
Its: MANAGER

TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
)
County of Alameda)

On May 14, 2015 before me, Michelle Owings,
a Notary Public, personally appeared Gregg McGillis, who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same in his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MICHELLE OWINGS
Commission # 2023784
Notary Public - California
Alameda County
My Comm. Expires May 10, 2017

Michelle Owings
Notary Public

LANDLORD ACKNOWLEDGEMENT

State of Illinois)
) ss.
County of Cook)

On 5/15/15, before me, Kathy Henson,
a Notary Public, personally appeared David Israel,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

OFFICIAL SEAL
KATHY HENSON
Notary Public - State of Illinois
My Commission Expires Feb 5, 2019

Kathy Henson
Notary Public

LENDER ACKNOWLEDGEMENT

State of IL)
) ss.
County of Cook)

On 5/21/15, before me, DeAnna M Uviedo,
a Notary Public, personally appeared Rosemary C Kehr,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

"OFFICIAL SEAL"
DeAnna M. Uviedo
Notary Public, State of Illinois
My Commission Expires May 23, 2017

DeAnna M Uviedo
Notary Public

SUBORDINATION, NONDISTURBANCE AND ATTORNMENT AGREEMENT
EXHIBIT A

LEGAL DESCRIPTION

PARCEL A:

That part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 24; thence South 89° 28' 36" East along the South line of the Southeast 1/4 of said Section 24, 992.09 feet; thence North 01° 33' 26" West, 61.18 feet to a point on the Northerly line of State Trunk Highway 11; thence North 88° 00' 16" West, 474.11 feet; thence North 86° 48' 46" West, 291.28 feet; thence North 87° 55' 25" West, 446.66 feet; thence North 89° 02' 04" West along the Northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence North 77° 46' 59" West, 116.17 feet to a point on the Easterly right-of-way line of State Trunk Highway 31; thence North 11° 30' 26" East along the Easterly right-of-way line of State Trunk Highway 31, 475.51 feet to the point of description; thence North 11° 30' 26" East 65.00 feet; thence along the arc of a 232.50 foot radius curve, concave to the South, having a chord length of 82.74 feet bearing South 68° 14' 34" East to a point of reverse curve; thence along the arc of a 127.50 foot radius curve, concave to the North, having a chord length of 66.15 feet bearing South 73° 01' 49" East; thence along the arc of a 30.00 foot radius curve, concave to the West, having a chord length of 45.30 feet bearing North 42° 54' 33" East to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 136.35 feet bearing North 02° 41' 42" East; thence North 11° 30' 26" East, 161.86 feet; thence North 11° 49' 06" East, 332.74 feet to a point of curve; thence along the arc of a 275.00 foot radius curve, concave to the East, having a chord length of 110.85 feet bearing North 23° 26' 46" East to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the West, having a chord length of 43.37 feet bearing North 14° 02' 47" West; thence along the arc of a 117.50 foot radius curve, concave to the South, having a chord length of 54.80 feet bearing North 76° 39' 16" West; thence South 89° 51' 41" West, 65.00 feet to a point of reverse curve; thence along the arc of a 165.00 foot radius curve, concave to the North, having a chord length of 34.37 feet bearing North 84° 09' 52" West to a point on the Easterly right-of-way line of State Trunk Highway 31; thence North 11° 49' 06" East along the Easterly right-of-way line of State Trunk Highway 31, 32.50 feet; thence South 89° 02' 04" East, 341.56 feet; thence South 00° 57' 56" West, 277.61 feet; thence South 89° 02' 04" East, 369.18 feet; thence South 00° 57' 56" West, 164.31 feet; thence North 89° 02' 04" West, 53.00 feet; thence South 00° 57' 56" West, 474.58 feet; thence North 89° 02' 04" West, 349.39 feet; thence South 00° 57' 56" West, 213.13 feet; thence South 76° 05' 21" West, 67.30 feet; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 291.39 feet bearing North 40° 36' 11" West to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the South, having a chord length of 36.73 feet bearing North 59° 14' 03" West to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the North, having a chord length of 128.47 feet bearing North 77° 29' 11" West to a point of reverse curve; thence along the arc of a 167.50 foot radius curve concave to the South, having a chord length of 59.61 feet bearing North 68° 14' 34" West to the point of beginning of this description.

PARCEL B:

Non-exclusive easement for the benefit of Parcel A created in Easement, Restriction and Operating Agreement dated as of December 28, 1979 and recorded in Volume 1545 of Records, Pages 235-384, as Document No. 1066872, as amended by First Amendment dated as of August 6, 1981 and recorded in Volume 1637, Pages 270-289, as Document No. 1099190 and further amended by Second Amendment dated as of March 27, 1985 and recorded in Volume 1747, Pages 145-157, as Document No. 1165931, for ingress and egress as provided for therein.

Document #: **2419237**
Date: 10-07-2015 Time: 07:08:25 AM Pages: 10
Fee: $30.00 County: RACINE State: WI
Requesting Party: Chicago Title Company - SPS Wisconsin
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

The above recording information verifies this document has been electronically recorded and returned to the submitter

When recorded, return to:

Jo-Ann Stores, LLC
Attn: Wendy Blasick, Paralegal
5555 Darrow Road
Hudson, OH 44236

This instrument was prepared by:

Matthew E. Senra, Esq.
Jo-Ann Stores, LLC
5555 Darrow Road
Hudson, OH 44236

PARCEL NO. 276-00-00-23876-010

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

This Subordination, Non-Disturbance and Attornment Agreement (the "Agreement") is made as of the 30th day of September, 2015, by and among **Associated Bank, National Association** ("Lender"), **Penny Racine, LLC**, a Delaware limited liability company ("Landlord"), and **Jo-Ann Stores, LLC**, an Ohio limited liability company ("Tenant").

Reference is made to a loan (the "Mortgage") from Lender to Landlord recorded in City of Racine, Racine County, Wisconsin.

Reference is made to a lease dated August 5, 2015 by and between Tenant and Landlord (the "Lease") of certain premises situated within the property known as Regency Mall located in Racine, WI, and as legally described on Exhibit A attached hereto and incorporated by reference herein and covered by said Mortgage.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual promises contained herein, the parties agree as follows:

1. Lender consents to the Lease and the provisions thereof.

2. Subject to the terms hereof, the Lease is and will be subject and subordinate at all times to the lien of the Mortgage and to all renewals and extensions of the Mortgage ("Amendments") to the full extent of all amounts secured thereby and interest thereon, provided, however, such Amendments do not expand Tenant's obligations or limit Tenant's rights under the Lease (except as agreed to in this Agreement).

3. If the holder of the Mortgage, or any person claiming under the holder (whether by a foreclosure, deed in lieu of foreclosure or otherwise), succeeds to the interest of Landlord in the Lease, then Tenant will recognize and attorn to the holder, or such other person, as its landlord under the Lease.

4. In the event of foreclosure or other right asserted under the Mortgage by the holder thereof, the Lease and all of the rights of Tenant thereunder will continue in full force and effect and will not be terminated or disturbed (whether by a foreclosure, deed in lieu of foreclosure or otherwise), except in the case of a material default by Tenant under the terms of the Lease continuing after notice to Tenant and beyond any

applicable notice and grace period and otherwise in accordance with the Lease. Tenant shall not be subject to any pre-foreclosure remedies asserted under the Mortgage or related loan documents. Lender shall not name or join Tenant as a defendant in any exercise of Lender's rights and remedies arising upon a default under the Mortgage unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant's rights under the Lease or this Agreement in such action.

5. If Lender succeeds to the interest of Landlord under the Lease, Tenant will have the same rights and remedies against Lender for any default under the Lease, but Lender will not be:

(a) liable for any act or omission of any prior landlord (including Landlord) under the Lease, except for non-monetary defaults of a continuing nature of which Lender has received notice, and latent or patent defects in construction to the same extent that any prior landlord would be liable but nothing herein will be construed to limit Lender's maintenance and repair obligations in its capacity as landlord under the Lease;

(b) subject to any off-sets or abatements against rent that Tenant may have against any prior landlord (including Landlord) due to a default under the Lease, except (i) for those which, as of the date of foreclosure, were already commenced or notice of their commencement was sent, (ii) for the exercise of rights expressly set forth in the Lease, and (iii) for those relating to continuing defaults identified in subsection (a) above it being understood that nothing in this clause is deemed to exclude Lender from responsibility for (A) any "self-help" and "set-off" remedies in the Lease, including, but not limited to, remedies for repairs and maintenance required of the Landlord under the Lease from and after the date Lender takes title to the Premises, whether or not the need for such repairs or maintenance accrued before or after such date and (B) any "set-off" remedies related to the "exclusive use", "co-tenancy" or "prohibited use" provisions in the Lease;

(c) bound by any Fixed Minimum Rent that Tenant might have paid for more than the current month to any prior landlord (including Landlord), except as expressly required under the Lease or actually received by Lender;

(d) bound by any payment of rents, additional rents or other sums which Tenant may have paid more than one month in advance to Landlord or any prior landlord unless (i) such sums are actually received by Lender or (ii) such prepayment was expressly approved by Lender; and

(e) bound by any amendment or modification to the Lease that shortens the term of the Lease or reduces the rent owed thereunder without the prior consent of Lender, and if Lender does not respond to such request within 15 days, then consent will be deemed given by Lender; Landlord is responsible for securing all consents required by Lender.

6. In the event of any casualty or condemnation (eminent domain), Lender must permit the insurance proceeds or the condemnation award, as the case may be, to be used for any restoration and repair as required by the Lease.

7. Except as expressly provided herein, this Agreement does not constitute a waiver by Lender of any of its rights under the Mortgage or related documents, and the Mortgage and any related documents remain in full force and effect and will be complied with in all respects by Landlord.

8. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising hereunder will be valid or effective unless in writing and signed by the parties.

9. Nothing herein will amend, waive or rescind any provision or condition of the Lease or relieve the Landlord from any of its obligations under the Lease.

10. Tenant will provide a courtesy copy concurrently to Lender of any notice of default (or breach) from Tenant to Landlord that would allow Tenant to terminate the Lease. Lender will have the same time allowed to the Landlord, after Landlord's receipt of notice, to cure the default giving rise to the termination. The opportunity to cure granted to Lender will be available to Lender only to the extent such opportunity to cure is available to Landlord under the Lease, and such cure period afforded to Lender will run concurrently with the cure period available to Landlord. Notwithstanding the foregoing, Lender will have no obligation to cure any default by Landlord except if Lender succeeds to title of the property.

Co-Tenancy and use violations are not considered defaults under the Lease, and Tenant has the right to exercise all remedies related thereto without notice to Lender.

11. Any notices from one party to the other must be in writing and sent via courier (e.g., UPS, Federal Express) or by certified U.S. mail to the following addresses:

if to Tenant:	Jo-Ann Stores, LLC Attn: Vice President, Real Estate 5555 Darrow Road Hudson, OH 44236
With a copy to:	Jo-Ann Stores, LLC Attn: Senior Legal Counsel 5555 Darrow Road Hudson, OH 44236
if to Lender:	Associated Bank, National Association 525 West Monroe Street, 24th Floor Chicago, IL 60661 Attn: Rosemary C. Kehr, Senior Vice President
with a copy:	Duane Morris LLP 190 South LaSalle Street, Suite 3700 Chicago, IL 60603 Attn: Daniel Kohn

12. Landlord represents and warrants to Tenant that all prior mortgages and deeds of trust encumbering the Premises demised under the Lease have been satisfied or will be satisfied with the proceeds of the Mortgage.

13. This Agreement inures to and binds the successors and assigns of the respective parties.

14. This Agreement shall not be effective against Tenant unless and until Tenant has received an original of this Agreement signed by all parties.

15. This Agreement shall be deemed to be a contract entered into under the laws of Wisconsin and shall in all respects be governed, construed, applied and enforced in accordance with the laws of Wisconsin.

16. This Agreement may be signed in multiple counterparts, each of which shall constitute an original and all of which taken together shall constitute one and same agreement.

[The remainder of this page is intentionally left blank]

Each party's duly authorized representative has signed this Agreement as of the date written above.

LENDER:
ASSOCIATED BANK,
NATIONAL ASSOCIATION

By: Rosemary C. Kehr

Name: Rosemary Kehr

Its: Senior Vice President

LANDLORD:
PENNY RACINE, LLC

By: David Israel

Name: DAVID ISRAEL

Its: MANAGER

TENANT:
JO-ANN STORES, LLC

By: David B Goldston

David B. Goldston
Senior Vice President,
General Counsel and Secretary

YES

[Notary Signatures Follow on Next Page]

Each party's duly authorized representative has signed this Agreement as of the date written above.

LENDER:
ASSOCIATED BANK,
NATIONAL ASSOCIATION

By:_____

Name:_____

Its:_____

LANDLORD:
PENNY RACINE, LLC

By: David Israel

Name: DAVID ISRAEL

Its: MANAGER

TENANT:
JO-ANN STORES, LLC

By: David B Goldston

David B. Goldston
Senior Vice President,
General Counsel and Secretary

PMES

[Notary Signatures Follow on Next Page]

STATE OF Illinois)
) SS
COUNTY OF Cook)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **Associated Bank, National Association,** a[n] National Association, by Rosemary C. Kehr, its Vice President, who acknowledged that he/she did sign the foregoing instrument on behalf of said corporation and that the same is his/her free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at 12:03 pm, this 25 day of September, 2015.

OFFICIAL SEAL
MARA GELFGAT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/24/19

Mara Gelfgat
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **PENNY RACINE, LLC,** a Delaware limited liability company, by David Israel, its Manager, who acknowledged that he/she did sign the foregoing instrument on behalf of said corporation and that the same is his/her free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Northbrook, ILLINOIS, this 5 day of August, 2015.

OFFICIAL SEAL
KATHY HENSON
Notary Public - State of Illinois
My Commission Expires Feb 5, 2019

Kathy Henson
NOTARY PUBLIC

STATE OF _____)
) SS
COUNTY OF _____)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **Associated Bank, National Association,** a[n] _____, by _____, its _____, who acknowledged that he/she did sign the foregoing instrument on behalf of said corporation and that the same is his/her free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at _____, _____, this _____ day of _____, 2015.

_____
NOTARY PUBLIC

STATE OF ILLINOIS)
) SS
COUNTY OF Cook)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **PENNY RACINE, LLC**, a Delaware limited liability company, by David Israel, its Manager, who acknowledged that he/she did sign the foregoing instrument on behalf of said corporation and that the same is his/her free act and deed personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Northbrook, ILLINOIS, this 5 day of August, 2015.

Kathy Henson
NOTARY PUBLIC

OFFICIAL SEAL
KATHY HENSON
Notary Public - State of Illinois
My Commission Expires Feb 5, 2019

STATE OF OHIO)
) SS
COUNTY OF SUMMIT)

BEFORE ME, a Notary Public in and for said County and State, personally appeared **Jo-Ann Stores, LLC**, an Ohio limited liability company, by David B. Goldston, its senior vice president, general counsel and secretary, who acknowledged before me that he did sign the foregoing instrument on behalf of said limited liability company and that the same is his free act and deed personally and as such officers.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal at Hudson, Ohio, this 31st day of July, 2015.

Wendy S. Blasick
NOTARY PUBLIC

Wendy S. Blasick
Notary Public, State of Ohio
My Commission Expires 05-20-2019

[Notary Page to SNDA dated _____, 2015]

EXHIBIT A

Legal Description of Shopping Center

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 24; thence S89°28'36"E along the south line of the Southeast 1/4 of said Section 24, 992.09 feet; thence N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11; thence N88°00'16"W, 474.11 feet; thence N86°48'46"W, 291.28 feet; thence N87°55'25"W, 446.66 feet; thence N89°02'04"W, along the northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence N11°30'26"E along the easterly right-of-way line of State Trunk Highway 31, 475.51 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence N11°30'26"E 65.00 feet; thence along the arc of a 232.50 foot radius curve, concave to the south, having a chord length of 82.74 feet bearing S68°14'34"E to a point of reverse curve; thence along the arc of a 127.50 foot radius curve, concave to the north, having a chord length of 66.15 feet bearing S73°01'49"E; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.30 feet bearing. N42°54'33"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 136.35 feet bearing N02°41'42"E; thence N11°30'26"E, 161.86 feet; thence N11°49'06"E, 332.74 feet to a point of curve; thence along the arc of a 275.00 foot radius curve, concave to the east, having a chord length of 110.85 feet bearing N23°26'46"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.37 feet bearing N14°02'47"W; thence along the arc of a 117.50 foot radius curve, concave to the south, having a chord length of 54.80 feet bearing N76°39'16"W; thence S89°51'41"W, 65.00 feet to a point of reverse curve; thence along the arc of a 165.00 foot radius curve, concave to the north, having a chord length of 34.37 feet bearing N84°09'52"W, to a point on the easterly right-of-way line of State Trunk Highway 31; thence N11°49'06"E along the easterly right-of-way line of State Trunk Highway 31, 32.50 feet; thence S89°02'04"E, 341.56 feet; thence S00°57'56"W, 277.61 feet; thence S89°02'04"E, 369.18 feet; thence S00°57'56"W, 164.31 feet; thence N89°02'04"W, 53.00 feet; thence S00°57'56"W, 474.58 feet; thence N89°02'04"W, 349.39 feet; thence S00°57'56"W, 213.13 feet; thence S76°05'21"W, 67.30 feet; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 291.39 feet bearing N40°36'11"W to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 36.73 feet bearing N59°14'03"W to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the north, having a chord length of 128.47 feet bearing N77°29'11"W to a point of reverse curve; thence along the arc of a 167.50 foot radius curve concave to the south, having a chord length of 59.61 feet bearing N68°14'34"W TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

DOCUMENT # 2422567
RACINE COUNTY REGISTER OF DEEDS
November 19, 2015 10:14 AM

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $30.00
Pages: 8

This document was Drafted By
and After Recording return to:

Daniel Kohn, Esq.
Duane Morris LLP
190 South LaSalle Street, Ste. 3700
Chicago, IL 60603

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, made this 27th day of October, 2015, between ASSOCIATED BANK, NATIONAL ASSOCIATION, 525 West Monroe Street, 24th Floor, Chicago, IL 60661 ("Mortgagee") and PARTY CITY CORPORATION, a Delaware corporation (hereinafter called "Tenant"): having its principle offices at 25 Green Pond Road, Rockaway, New Jersey 07866.

WITNESSETH:

WHEREAS, Tenant has entered into a certain Lease Agreement dated June 18, 2015 (the lease and all amendments thereto are hereinafter referred to as the "Lease") executed by Penny Racine, LLC, a Delaware limited liability company (hereinafter called the "Landlord"), covering certain premises (the "Premises") at the Regency Mall and located in the city of Racine, Wisconsin, and legally described in Exhibit "A" attached hereto and made a part hereof (the "Shopping Center"); and

WHEREAS, Mortgagee has made or has agreed to make a loan to Landlord, said loan being secured by a mortgage or a deed of trust covering the Shopping Center real property (the "Mortgage"); and

WHEREAS, the parties desire to set forth their agreement as to their respective rights and priorities as hereinafter set forth.

NOW THEREFORE, in consideration of the premises and the sum of One ($1.00) Dollar by each party in hand paid to the other, the receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. The Lease is and shall be subject and subordinate to the Mortgage insofar as it affects the real property of which the Premises form a part, and to all renewals, modifications, consolidations, replacements and extensions thereof, to the full extent of the principal sum secured thereby and interest thereon, provided that the same shall in no way expand or enlarge Tenant's obligations under and pursuant to the Lease.

2. Tenant agrees that, upon written notice from Mortgagee, it will attorn to and recognize any purchaser at a foreclosure sale under the Mortgage or any transferee who acquires the Shopping Center by deed in lieu of foreclosure as its landlord for the unexpired balance (and any extensions, if exercised) of the Lease term, upon the same terms and conditions set forth in the Lease.

3. As long as Tenant is not in default beyond any cure period provided in the Lease in either the payment of rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant's possession of the Premises and Tenant's rights and privileges under the Lease, or any extensions or renewals thereof which may be affected in accordance with any option thereof in the Lease, shall not be diminished or interfered with by Mortgagee, and Tenant's occupancy of the Premises shall not be disturbed by Mortgagee for any reason whatsoever during the Lease term or any such extensions or renewals thereof.

4. In the event that it should become necessary to foreclose the Mortgage, and so long as Tenant is not in default under any of the terms, covenants or conditions of the Lease beyond any cure period provided in the Lease, Mortgagee will neither terminate the Lease through foreclosure sale or by deed in lieu thereof, nor join Tenant in summary or foreclosure proceedings, nor disturb the quiet enjoyment or peaceful possession of Tenant under the Lease.

5. In the event that Mortgagee or any purchaser at a foreclosure sale or any transferee who acquires the Shopping Center by deed in lieu of foreclosure shall succeed to the interest of Landlord under the Lease, Mortgagee, such purchaser or transferee agrees to be bound to Tenant under all the terms, covenants and conditions of the Lease, and Tenant shall thereafter have the same remedies against Mortgagee, such purchaser or transferee for any breach or noncompliance with any provision in the Lease that Tenant would have had under the Lease against Landlord if Mortgagee, such purchaser or transferee had not succeeded to the interest of Landlord, provided that Mortgagee, such purchaser or transferee shall not be

(a) liable for any act or omission of any prior landlord (including Landlord), but this limitation shall in no way be deemed or construed to release Mortgagee from liability or responsibility as successor landlord under the Lease for its own default of the same or a similar nature to the pre-existing default of the prior landlord (including Landlord); or

(b) subject to any offsets or defenses which Tenant might have against any prior landlord (including Landlord); or

(c) bound by any rent or additional rent which Tenant might have paid for more than the current month to any prior landlord (including Landlord).

6. Nothing herein shall obligate Tenant to pay rent or otherwise attorn to Mortgagee or to any purchaser or transferee pursuant to Section 2 hereof, until Tenant receives written notice from Mortgagee.

7. Tenant shall, from time to time, deliver such certificates, in form and substance satisfactory to Tenant in its reasonable discretion, as Mortgagee shall request as to the continuance of the Lease in effect, as to payment of rents thereunder, and as to such related matters as Mortgagee shall reasonably request.

8. Mortgagee shall apply any casualty or condemnation proceeds to the restoration of the Premises and/or the Common Area as provided for in the Mortgage.

9. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

10. This Agreement may be executed in separate counterparts, all of which shall constitute a single instrument.

11. Notices to Tenant hereunder shall be sent to PARTY CITY CORPORATION, 25 Green Pond Road, Rockaway, NJ 07866, Attention: Vice President – Real Estate, or to such other person or address as Tenant shall subsequently

designate in writing to Mortgagee. Notices to Mortgagee hereunder shall be sent to Associated Bank, National Association, 525 West Monroe Street, 24th Floor, Chicago, IL 60661, Attention: Rosemary C. Kehr or any such other person or address as Mortgagee shall subsequently designate in writing to Tenant. Notices shall be either personally delivered or sent by certified mail, return receipt requested, or by a nationally recognized overnight courier and shall be effective upon receipt by the party to whom addressed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered in their respective names by their duly-authorized representatives, effective as of the day and year first above written.

ASSOCIATED BANK, NATIONAL ASSOCIATION
(Mortgagee)

Rosemary C. Kehr

By:

Title: Rosemary Kehr
Senior Vice President

PARTY CITY CORPORATION
(Tenant)

By: _____
Joseph J. Zepf, Esq.

Title: Vice President, General Counsel and Secretary

PENNY RACINE, LLC
(Landlord)

_____
By: David Israel

Title: Manager

designate in writing to Mortgagee. Notices to Mortgagee hereunder shall be sent to Associated Bank, National Association, 525 West Monroe Street, 24th Floor, Chicago, IL 60661, Attention: Rosemary C. Kehr or any such other person or address as Mortgagee shall subsequently designate in writing to Tenant. Notices shall be either personally delivered or sent by certified mail, return receipt requested, or by a nationally recognized overnight courier and shall be effective upon receipt by the party to whom addressed.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered in their respective names by their duly-authorized representatives, effective as of the day and year first above written.

ASSOCIATED BANK, NATIONAL ASSOCIATION
(Mortgagee)

Rosemary C. Kehr

By:

Title: Rosemary Kehr
Senior Vice President

PARTY CITY CORPORATION
(Tenant)

By: _____
Joseph J. Zepf, Esq.

Title: Vice President, General Counsel and Secretary

PENNY RACINE, LLC
(Landlord)

David Israel

By: David Israel

Title: Manager

MORTGAGEE'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, did personally appear Rosemary C. Kehr, who acknowledged herself to be the Senior Vice President of Associated Bank, National Association, a National Banking Association, and that she did execute the foregoing Subordination, Non-Disturbance and Attornment Agreement on behalf of said Bank, being authorized so to do by signing her name, and that said execution is the free and voluntary act and deed of said Bank.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 10 day of ~~September~~ November, 2015.

OFFICIAL SEAL
MARA GELFGAT
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/24/19

Mara Gelfgat
Notary Public
My Commission expires: 11-10-2015

TENANT'S ACKNOWLEDGEMENT

STATE OF NEW YORK)
) ss:
COUNTY OF WESTCHESTER)

Before me, a Notary Public in and for said County and State, did personally appear Joseph J. Zepf, who acknowledged himself to be the V.P., General Counsel & Secretary of Party City Corporation, a Delaware corporation and that he did execute the foregoing Subordination, Non-Disturbance and Attornment Agreement on behalf of said corporation, being authorized so to do by signing his name, and that said execution is the free and voluntary act and deed of said Party City Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 27 day of October, 2015.

JANINE HUBER
Notary Public – State of New York
No. 01HU6201604
Qualified in Westchester County
My Commission Expires 2/24/2017

Janine Huber
Notary Public
My Commission expires:

LANDLORD'S ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

Before me, a Notary Public in and for said County and State, did personally appear David Israel, who acknowledged himself to be the Manager of Penny Racine, LLC, a Delaware limited liability company, and that he did execute the foregoing Subordination, Non-Disturbance and Attornment Agreement on behalf of said limited liability company, being authorized so to do by signing his name, and that said execution is the free and voluntary act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29 day of ~~September~~ October 2015.

Kathy Henson
Notary Public
My Commission expires: 2/5/19

OFFICIAL SEAL
KATHY HENSON
Notary Public - State of Illinois
My Commission Expires Feb 5, 2019

EXHIBIT "A"
(Shopping Center)

Being known as that part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, City of Racine, Racine County, Wisconsin, more particularly bounded and described as follows:

Commencing at the Southeast corner of the Southwest 1/4 of Section 24; thence S89°28'36"E along the south line of the Southeast 1/4 of said Section 24, 992.09 feet; thence N01°33'26"W, 61.18 feet to a point on the northerly line of State Trunk Highway 11; thence N88°00'16"W, 474.11 feet; thence N86°48'46"W, 291.28 feet; thence N87°55'25"W, 446.66 feet; thence N89°02'04"W, along the northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence N77°46'59"W, 116.17 feet to a point on the easterly right-of-way line of State Trunk Highway 31; thence N11°30'26"E along the easterly right-of-way line of State Trunk Highway 31, 475.51 feet TO THE POINT OF BEGINNING OF THIS DESCRIPTION; thence N11°30'26"E 65.00 feet; thence along the arc of a 232.50 foot radius curve, concave to the south, having a chord length of 82.74 feet bearing S68°14'34"E to a point of reverse curve; thence along the arc of a 127.50 foot radius curve, concave to the north, having a chord length of 66.15 feet bearing S73°01'49"E; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.30 feet bearing. N42°54'33"E to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 136.35 feet bearing N02°41'42"E; thence N11°30'26"E, 161.86 feet; thence N11°49'06"E, 332.74 feet to a point of curve; thence along the arc of a 275.00 foot radius curve, concave to the east, having a chord length of 110.85 feet bearing N23°26'46"E to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the west, having a chord length of 45.37 feet bearing N14°02'47"W; thence along the arc of a 117.50 foot radius curve, concave to the south, having a chord length of 54.80 feet bearing N76°39'16"W; thence S89°51'41"W, 65.00 feet to a point of reverse curve; thence along the arc of a 165.00 foot radius curve, concave to the north, having a chord length of 34.37 feet bearing N84°09'52"W, to a point on the easterly right-of-way line of State Trunk Highway 31; thence N11°49'06"E along the easterly right-of-way line of State Trunk Highway 31, 32.50 feet; thence S89°02'04"E, 341.56 feet; thence S00°57'56"W, 277.61 feet; thence S89°02'04"E, 369.18 feet; thence S00°57'56"W, 164.31 feet; thence N89°02'04"W, 53.00 feet; thence S00°57'56"W, 474.58 feet; thence N89°02'04"W, 349.39 feet; thence S00°57'56"W, 213.13 feet; thence S76°05'21"W, 67.30 feet; thence along the arc of a 445.00 foot radius curve, concave to the east, having a chord length of 291.39 feet bearing N40°36'11"W to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the south, having a chord length of 36.73 feet bearing N59°14'03"W to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the north, having a chord length of 128.47 feet bearing N77°29'11"W to a point of reverse curve; thence along the arc of a 167.50 foot radius curve concave to the south, having a chord length of 59.61 feet bearing N68°14'34"W TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

Tax Key No.: 276-00-00-23876-010

Document #: **2463228**
Date: 04-28-2017 Time: 11:32 AM Pages: 8
Fee: $30.00 County: RACINE State: WI
Requesting Party: Chicago Title Insurance Company - NCS Chic
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to Chicago Title Insurance Company - N

This Instrument Was Prepared By
And After Recording Please Return To:

Daniel Kohn, Esq.
Duane Morris LLP
190 South LaSalle Street
Suite 3700
Chicago, Illinois 60603

FIRST AMENDMENT TO LOAN DOCUMENTS

THIS FIRST AMENDMENT TO LOAN DOCUMENTS (this "**Amendment**") dated as of February 14, 2017, with an effective date of January 28, 2017, by and between **PENNY RACINE, LLC**, a Delaware limited liability company ("**Borrower**") and **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association ("**Lender**"), its successors and its assigns.

W I T N E S S E T H:

WHEREAS, Borrower executed and delivered to Lender an Amended and Restated Mortgage Note dated September 30, 2015, payable to Lender in the original maximum stated principal amount of Six Million Two Hundred Thousand and No/100 Dollars ($6,200,000.00) (as modified, amended and/or replaced from time to time, the "**Note**"), reflecting a loan in like amount (the "**Loan**"), pursuant to which Note, Borrower promises to pay the principal sum thereof (or so much thereof as may be outstanding at the Maturity Date (as such term is defined in the Note)), or such earlier date as the Note may be accelerated in accordance with its terms, together with interest on the balance of principal from time to time outstanding and unpaid thereon at the rates and at the times specified in the Note;

WHEREAS, the Loan and Borrower's obligations thereunder are secured by, among other things, (i) that certain Amended and Restated Construction Mortgage, Assignment of Rents

and Leases, Security Agreement and Fixture Financing Statement dated September 30, 2015, from Borrower, as mortgagor, in favor of Lender (the "**Mortgage**"), recorded with the Racine County Register of Deeds (the "**Register**") on October 7, 2015, as Document No. 2419235, (ii) that certain Amended and Restated Assignment of Rents and Leases dated September 30, 2015, from Borrower, as assignor, in favor of Lender (the "**Assignment of Rents**"), recorded with the Register on October 7, 2015, as Document No. 2419236, (iii) that certain Amended and Restated Environmental Indemnity Agreement dated September 30, 2015, from Borrower and David S. Israel in favor of Lender (the "**Environmental Indemnity**"), and (iv) certain additional documents related thereto and evidencing the Loan (the "**Ancillary Documents**"; the Mortgage, the Assignment of Rents, the Environmental Indemnity and the Ancillary Documents, as such documents may be modified, amended or replaced from time to time, the "**Loan Documents**");

WHEREAS, as of the date hereof, the outstanding principal balance under the Note is Six Million One Hundred Seventy Thousand One Hundred Twelve and 62/100 Dollars ($6,170,112.62);

WHEREAS, Borrower has requested that Lender agree, among other things, (i) to reduce the maximum principal amount of the Note and Loan to Six Million One Hundred Seventy Thousand One Hundred Twelve and 62/100 Dollars ($6,170,112.62), and (ii) to extend the maturity date of the Note and Loan from January 28, 2017, to January 28, 2018; and

WHEREAS, Lender has agreed to so reduce the maximum principal amount of the Note and Loan and so extend the maturity date of the Note and Loan, all in accordance with the terms of the modification described above.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by this reference into this Amendment.

2. Borrower and Lender agree that the maximum principal amount of the Note has been reduced to Six Million One Hundred Seventy Thousand One Hundred Twelve and 62/100 Dollars ($6,170,112.62). To reflect this reduction, (a) any and all references in the Loan Documents to "Six Million Two Hundred Thousand and No/100 Dollars ($6,200,000.00)" are hereby deleted and replaced with the amount "Six Million One Hundred Seventy Thousand One Hundred Twelve and 62/100 Dollars ($6,170,112.62)"; and (b) the reference to the amount "Twelve Million Four Hundred Thousand and No/100 Dollars ($12,400,000.00)" contained in **Section 3.18** of the Mortgage is hereby deleted and replaced with the amount : "Twelve Million Three Hundred Forty Thousand Two Hundred Twenty-Five and 24/100 Dollars ($12,340,225.24)."

3. Borrower and Lender agree that the maturity date of the Note and Loan has been extended from January 28, 2017, to January 28, 2018. To reflect such extension, any and all references to the maturity date contained in the Loan Documents shall hereinafter refer to the date "January 28, 2018."

4. Nothing herein contained shall impair any Loan Document in any way, nor alter, waive, annul, vary nor affect any provision, condition or covenant therein contained except as expressly herein provided nor affect or impair any right, power or remedy of Lender, it being the intention of the parties hereto that the terms and provisions of each of the Loan Documents shall continue in full force and effect except as expressly modified in connection herewith.

5. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

6. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment shall be made or claimed by Borrower, and no notice of any extension, change, modification or amendment made or claimed by Borrower shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

7. This Amendment may be executed in one or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

BORROWER:

PENNY RACINE, LLC, a Delaware limited liability company

By: _____
Name: David S. Israel
Its: Manager

LENDER:

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

BORROWER:

PENNY RACINE, LLC, a Delaware limited liability company

By: _____
Name: David S. Israel
Its: Manager

LENDER:

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: Daniel A. Barnes
Its: Vice President

STATE OF ILLINOIS)
) SS.:
COUNTY OF Cook)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that David S. Israel, personally known to me to be the same person whose name is subscribed to the foregoing instrument as manager of **Penny Racine, LLC**, a Delaware limited liability company, 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 14 day of February, 2017.

Kathy Henson
Notary Public

My Commission Expires:

OFFICIAL SEAL
KATHY HENSON
Notary Public - State of Illinois
My Commission Expires Feb 5, 2019

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Evelyn Torres, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Daniel P. Barrins, personally known to me to be the Vice President of **Associated Bank, National Association**, a national banking association, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as (his)/her free and voluntary act as Vice President on behalf of such national banking association as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 16th day of February, 2017.

OFFICIAL SEAL
EVELYN TORRES
Notary Public - State of Illinois
My Commission Expires Sep 22, 2018

Evelyn Torres
Notary Public

My commission expires: Sep. 22, 2018

EXHIBIT A

Real Property

Lots 1, 2 and 3 of Certified Survey Map No. 3175, recorded October 21, 2015, in Volume 10 of Certified Survey Maps on Pages 393 to 398 as Document No. 2420419, being a division of part of the Southeast ¼, Southwest ¼ and Northwest ¼ of the Southwest ¼ of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

Tax Key No.: 276-0000-23876-047 (2016 Lot 1)
Tax Key No.: 276-0000-23876-048 (2016 Lot 2)
Tax Key No.: 276-0000-23876-049 (2016 Lot 3)

Document #: **2499856**
Date: 07-31-2018 Time: 01:56 PM Pages: 8
Fee: $30.00 County: RACINE State: WI
Requesting Party: Chicago Title Insurance Company - NCS Chic
Register of Deeds: TYSON FETTES
RACINE COUNTY REGISTER OF DEEDS

**The above recording information verifies
this document has been electronically
recorded and returned to Chicago Title Insurance Company - N

This Instrument Was Prepared By
And After Recording Please Return To:

Daniel Kohn, Esq.
Duane Morris LLP
190 South LaSalle Street
Suite 3700
Chicago, Illinois 60603

SECOND AMENDMENT TO LOAN DOCUMENTS

THIS SECOND AMENDMENT TO LOAN DOCUMENTS (this "**Amendment**") dated as of February 28, 2018, with an effective date of January 28, 2018, by and between **PENNY RACINE, LLC**, a Delaware limited liability company ("**Borrower**") and **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association ("**Lender**"), its successors and its assigns.

W I T N E S S E T H:

WHEREAS, Borrower executed and delivered to Lender an Amended and Restated Mortgage Note dated September 30, 2015, payable to Lender in the original maximum stated principal amount of Six Million Two Hundred Thousand and No/100 Dollars ($6,200,000.00), as subsequently reduced to Six Million One Hundred Seventy Thousand One Hundred Twelve and 62/100 Dollars ($6,170,112.62) (as modified, amended and/or replaced from time to time, the "**Note**"), reflecting a loan in like amount (the "**Loan**"), pursuant to which Note, Borrower promises to pay the principal sum thereof (or so much thereof as may be outstanding at the Maturity Date (as such term is defined in the Note)), or such earlier date as the Note may be accelerated in accordance with its terms, together with interest on the balance of principal from time to time outstanding and unpaid thereon at the rates and at the times specified in the Note;

WHEREAS, the Loan and Borrower's obligations thereunder are secured by, among other things, (i) that certain Amended and Restated Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated September 30, 2015, from Borrower, as mortgagor, in favor of Lender, recorded with the Racine County Register of Deeds (the "**Register**") on October 7, 2015, as Document No. 2419235 (as modified by that certain First Amendment to Loan Documents dated as of February 14, 2017, with an effective date of January 28, 2017, by and between Borrower and Lender, as recorded with the Register on April 28, 2017, as Document No. 2463228 (the "**First Amendment**"), and as it may be further modified, amended or restated, the "**Mortgage**"), (ii) that certain Amended and Restated Assignment of Rents and Leases dated September 30, 2015, from Borrower, as assignor, in favor of Lender, recorded with the Register on October 7, 2015, as Document No. 2419236 (as modified by the First Amendment and as it may be further modified, amended or restated, the "**Assignment of Rents**"), (iii) that certain Amended and Restated Environmental Indemnity Agreement dated September 30, 2015, from Borrower and David S. Israel in favor of Lender (as modified by the First Amendment and as it may be further modified, amended or restated, the "**Environmental Indemnity**"), and (iv) certain additional documents related thereto and evidencing the Loan (as modified by the First Amendment and as they may be further modified, amended or restated, the "**Ancillary Documents**"; the Mortgage, the Assignment of Rents, the Environmental Indemnity and the Ancillary Documents, as such documents may be further modified, amended or replaced from time to time, the "**Loan Documents**");

WHEREAS, as of the effective date of this Amendment, the outstanding principal balance under the Note is Six Million Forty-Two Thousand Nine Hundred and 62/100 Dollars ($6,042,900.62);

WHEREAS, Borrower has requested that Lender agree, among other things, to extend the maturity date of the Note and Loan from January 28, 2018, to January 28, 2019; and

WHEREAS, Lender has agreed to so extend the maturity date of the Note and Loan, all in accordance with the terms of the modification described above.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by this reference into this Amendment.

2. Borrower and Lender agree that the maturity date of the Note and Loan has been extended from January 28, 2018, to January 28, 2019. To reflect such extension, any and all references to the maturity date contained in the Loan Documents shall hereinafter refer to the date "January 28, 2019."

3. Nothing herein contained shall impair any Loan Document in any way, nor alter, waive, annul, vary nor affect any provision, condition or covenant therein contained except as expressly herein provided nor affect or impair any right, power or remedy of Lender, it being the

intention of the parties hereto that the terms and provisions of each of the Loan Documents shall continue in full force and effect except as expressly modified in connection herewith.

4. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

5. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment shall be made or claimed by Borrower, and no notice of any extension, change, modification or amendment made or claimed by Borrower shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

6. This Amendment may be executed in one or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

BORROWER:

PENNY RACINE, LLC, a Delaware limited liability company

By: _____
Name: David S. Israel
Its: Manager

LENDER:

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

BORROWER:

PENNY RACINE, LLC, a Delaware limited liability company

By: _____
Name: David S. Israel
Its: Manager

LENDER:

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: Gerard J. Rotunno
Its: Senior Vice President

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that David S. Israel, personally known to me to be the same person whose name is subscribed to the foregoing instrument as manager of **Penny Racine, LLC**, a Delaware limited liability company, 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 27th day of February, 2018.

Susan A. Bodie
Notary Public

My Commission Expires: 3-10-2020

SUSAN A BODIE
Official Seal
Notary Public - State of Illinois
My Commission Expires Mar 10, 2020

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Evelyn D. Turner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Gerard J. Rotunno, personally known to me to be the Sr. Vice President of **Associated Bank, National Association**, a national banking association, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her free and voluntary act as SVP on behalf of such national banking association as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of FEB., 2018.

Evelyn D. Turner
Notary Public

My commission expires: _____

OFFICIAL SEAL
EVELYN D TURNER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/08/19

EXHIBIT A

Real Property

Lots 1, 2 and 3 of Certified Survey Map No. 3175, recorded October 21, 2015, in Volume 10 of Certified Survey Maps on Pages 393 to 398 as Document No. 2420419, being a division of part of the Southeast ¼, Southwest ¼ and Northwest ¼ of the Southwest ¼ of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

Tax Key No.: 276-0000-23876-047 (2016 Lot 1)
Tax Key No.: 276-0000-23876-048 (2016 Lot 2)
Tax Key No.: 276-0000-23876-049 (2016 Lot 3)

Document # **2515511**
RACINE COUNTY REGISTER OF DEEDS
March 11, 2019 11:05 AM

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $30.00

The above recording information verifies this document has been electronically recorded
Returned to Chicago Title Waukesha - Escrow
Pages: 8

This Instrument Was Prepared By
And After Recording Please Return To:

Daniel Kohn, Esq.
Duane Morris LLP
190 South LaSalle Street
Suite 3700
Chicago, Illinois 60603

THIRD AMENDMENT TO LOAN DOCUMENTS

THIS THIRD AMENDMENT TO LOAN DOCUMENTS (this "**Amendment**") dated as of February 6, 2019, with an effective date of January 28, 2019, by and between **PENNY RACINE, LLC**, a Delaware limited liability company ("**Borrower**") and **ASSOCIATED BANK, NATIONAL ASSOCIATION**, a national banking association ("**Lender**"), its successors and its assigns.

WITNESSETH:

WHEREAS, Borrower executed and delivered to Lender an Amended and Restated Mortgage Note dated September 30, 2015, payable to Lender in the original maximum stated principal amount of Six Million Two Hundred Thousand and No/100 Dollars ($6,200,000.00), as subsequently reduced to Six Million One Hundred Seventy Thousand One Hundred Twelve and 62/100 Dollars ($6,170,112.62) (as modified, amended and/or replaced from time to time, the "**Note**"), reflecting a loan in like amount (the "**Loan**"), pursuant to which Note, Borrower promises to pay the principal sum thereof (or so much thereof as may be outstanding at the Maturity Date (as such term is defined in the Note)), or such earlier date as the Note may be accelerated in accordance with its terms, together with interest on the balance of principal from time to time outstanding and unpaid thereon at the rates and at the times specified in the Note;

WHEREAS, the Loan and Borrower's obligations thereunder are secured by, among other things, (i) that certain Amended and Restated Construction Mortgage, Assignment of Rents and Leases, Security Agreement and Fixture Financing Statement dated September 30, 2015, from Borrower, as mortgagor, in favor of Lender, recorded with the Racine County Register of Deeds (the "**Register**") on October 7, 2015, as Document No. 2419235 (as modified by (A) that certain First Amendment to Loan Documents dated as of February 14, 2017, with an effective date of January 28, 2017, by and between Borrower and Lender, as recorded with the Register on April 28, 2017, as Document No. 2463228 (the "**First Amendment**"), and (B) that certain Second Amendment to Loan Documents dated as of February 28, 2018, with an effective date of January 28, 2018, by and between Borrower and Lender, as recorded with the Register on July 31, 2018, as Document No. 2499856 (the "**Second Amendment**"), and as it may be further modified, amended or restated, the "**Mortgage**"), (ii) that certain Amended and Restated Assignment of Rents and Leases dated September 30, 2015, from Borrower, as assignor, in favor of Lender, recorded with the Register on October 7, 2015, as Document No. 2419236 (as modified by the First Amendment and the Second Amendment and as it may be further modified, amended or restated, the "**Assignment of Rents**"), (iii) that certain Amended and Restated Environmental Indemnity Agreement dated September 30, 2015, from Borrower and David S. Israel in favor of Lender (as modified by the First Amendment and the Second Amendment and as it may be further modified, amended or restated, the "**Environmental Indemnity**"), and (iv) certain additional documents related thereto and evidencing the Loan (as modified by the First Amendment and the Second Amendment and as they may be further modified, amended or restated, the "**Ancillary Documents**"; the Mortgage, the Assignment of Rents, the Environmental Indemnity and the Ancillary Documents, as such documents may be further modified, amended or replaced from time to time, the "**Loan Documents**");

WHEREAS, as of the effective date of this Amendment, the outstanding principal balance under the Note is Five Million Nine Hundred Fifteen Thousand Six Hundred Eighty-Eight and 62/100 Dollars ($5,915,688.62);

WHEREAS, Borrower has requested that Lender agree, among other things, to extend the maturity date of the Note and Loan from January 28, 2019, to July 28, 2020; and

WHEREAS, Lender has agreed to so extend the maturity date of the Note and Loan, all in accordance with the terms of the modification described above.

NOW, THEREFORE, in consideration of the premises and the mutual promises of the parties, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. The foregoing recitals are hereby incorporated by this reference into this Amendment.

2. Borrower and Lender agree that the maturity date of the Note and Loan has been extended from January 28, 2019, to July 28, 2020. To reflect such extension, any and all references to the maturity date contained in the Loan Documents shall hereinafter refer to the date "July 28, 2020."

3. Nothing herein contained shall impair any Loan Document in any way, nor alter, waive, annul, vary nor affect any provision, condition or covenant therein contained except as expressly herein provided nor affect or impair any right, power or remedy of Lender, it being the intention of the parties hereto that the terms and provisions of each of the Loan Documents shall continue in full force and effect except as expressly modified in connection herewith.

4. This Amendment shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.

5. No extension, change, modification or amendment of any kind or nature whatsoever, to or of this Amendment shall be made or claimed by Borrower, and no notice of any extension, change, modification or amendment made or claimed by Borrower shall have any force or effect whatsoever unless the same shall be reduced to writing and signed by the parties.

6. This Amendment may be executed in one or more counterpart signature pages, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

BORROWER:

PENNY RACINE, LLC, a Delaware limited liability company

By: _____
Name: David S. Israel
Its: Manager

LENDER:

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: _____
Its: _____

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed as of the day and year first above written.

BORROWER:

PENNY RACINE, LLC, a Delaware limited liability company

By: _____
Name: David S. Israel
Its: Manager

LENDER:

ASSOCIATED BANK, NATIONAL ASSOCIATION, a national banking association

By: _____
Name: Daniel L. Barrins
Its: Vice President

STATE OF ILLINOIS)
) SS.:
COUNTY OF Cook)

EMILY HOFFMAN
Official Seal
Notary Public – State of Illinois
My Commission Expires Dec 21, 2021

I, the undersigned, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that David S. Israel, personally known to me to be the same person whose name is subscribed to the foregoing instrument as manager of **Penny Racine, LLC**, a Delaware limited liability company, 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 6 day of February, 2019.

Notary Public

My Commission Expires:

12/21/2021

STATE OF ILLINOIS)
) SS.
COUNTY OF Cook)

I, Evelyn D. Turner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Dan Burns, personally known to me to be the SVP of **Associated Bank, National Association**, a national banking association, is the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his/her free and voluntary act as SVP on behalf of such national banking association as aforesaid, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 1th day of February, 2019.

Notary Public

My commission expires:

OFFICIAL SEAL
EVELYN D TURNER
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:02/08/19

EXHIBIT A

Real Property

Lots 1, 2 and 3 of Certified Survey Map No. 3175, recorded October 21, 2015, in Volume 10 of Certified Survey Maps on Pages 393 to 398 as Document No. 2420419, being a division of part of the Southeast ¼, Southwest ¼ and Northwest ¼ of the Southwest ¼ of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin.

Tax Key No.: 276-0000-23876-047 (2016 Lot 1)
Tax Key No.: 276-0000-23876-048 (2016 Lot 2)
Tax Key No.: 276-0000-23876-049 (2016 Lot 3)

[redacted]

DOCUMENT # 2418863
RACINE COUNTY REGISTER OF DEEDS
October 01, 2015 3:47 PM

TYSON FETTES
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: $30.00
Pages: 6

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)
Phone: (800) 331-3282 Fax: (818) 662-4141

B. E-MAIL CONTACT AT FILER (optional)
CLS-CTLS_Glendale_Customer_Service@wolterskluwer.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address) 266208 - DUANE

CT Lien Solutions
P.O. Box 29071
Glendale, CA 91209-9071

50563345
WISC
FIXTURE 2016

File with: Racine, WI

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

1a. ORGANIZATION'S NAME: Penny Racine, LLC

OR

1b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
3100 West Dundee Road, Suite 308*	Northbrook	IL	60062	USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad)

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME: Associated Bank, National Association

OR

3b. INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX

3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
525 West Monroe Street, 24th Floor	Chicago	IL	60661	USA

4. COLLATERAL: This financing statement covers the following collateral:
See description of collateral on Exhibit A attached hereto and by this reference incorporated herein.

*Complete address of Debtor: c/o Learsi & Co., Inc., 3100 West Dundee Road, Suite 308, Northbrook, Illinois 60062

5. Check only if applicable and check only one box: Collateral is ☐ held in a Trust (see UCC1Ad, item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box:
☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box:
☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable): ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:
50563345 E7263-00150

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

UCC FINANCING STATEMENT ADDENDUM

FOLLOW INSTRUCTIONS

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b on Financing Statement; if line 1b was left blank because Individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME
Penny Racine, LLC

OR

9b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only one additional Debtor name or Debtor name that did not fit in line 1b or 2b of the Financing Statement (Form UCC1) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

10c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME | FIRST PERSONAL NAME | ADDITIONAL NAME(S)/INITIAL(S) | SUFFIX

11c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:
☐ covers timber to be cut ☐ covers as-extracted collateral ☒ is filed as a fixture filing

15. Name and address of a RECORD OWNER of real estate described in item 16 (if Debtor does not have a record interest):

16. Description of real estate:

See description of real estate on Exhibit B attached hereto and by this reference incorporated herein.

17. MISCELLANEOUS: 50563345-WI-101 265208 - DUANE MORRIS LLP Associated Bank, National Association File with: Racine, WI E7263-00150

Prepared by CT Lien Solutions, P.O. Box 29071, Glendale, CA 91209-9071 Tel (800) 331-3282

EXHIBIT A
TO
UCC FINANCING STATEMENT

Debtor:
Penny Racine, LLC
3100 West Dundee Road
Suite 308
Northbrook, Illinois 60062

Secured Party:
Associated Bank, National Association
525 West Monroe Street
24th Floor
Chicago, Illinois 60661

Collateral

All of Debtor's estate, right, title and interest, whether now or hereafter acquired, in and to the real estate described in **Exhibit B** attached hereto and made a part hereof (the "**Premises**"), together with the following described property, whether now or hereafter acquired (the Premises, together with a security interest in and a lien on the following described property being hereinafter referred to collectively as the "**Mortgaged Property**"):

(a) All buildings and other improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the Mortgaged Property immediately upon the delivery thereof to the Premises;

(b) All right, title and interest of Debtor, if any, including, without limitation, any after-acquired title or reversion, in and to the beds of the ways, streets, avenues, sidewalks and alleys adjoining the Premises;

(c) Each and all of the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights and any and all other rights, liberties and privileges of the Premises or in any way now or hereafter appertaining thereto, including homestead and any other claim at law or in equity, as well as any after-acquired title, franchise or license and the reversions and remainders thereof;

(d) All leases now or hereafter on or affecting the Premises, whether written or oral, and all agreements for use of the Premises, together with all rents, issues, deposits, profits and all accounts relating to the Premises and other benefits now or hereafter arising from or in respect of the Premises accruing and to accrue from the Premises and the avails thereof;

(e) All fixtures and personal property now or hereafter owned by Debtor and attached to, contained in or used in connection with the Premises or the aforesaid improvements thereon, including, without limitation, any and all air conditioners, antennae, appliances, apparatus, awnings, basins, bathtubs, boilers, bookcases, cabinets, carpets, coolers, curtains, dehumidifiers, disposals, doors, drapes, dryers, ducts, elevators, engines, equipment, escalators, fans, fittings, floor coverings, furnaces, furnishings,

furniture, hardware, heaters, humidifiers, incinerators, inventory, lighting, machinery, motors, ovens, pipes, plumbing, pumps, radiators, ranges, recreational facilities, refrigerators, screens, security systems, shades, shelving, sinks, sprinklers, stoves, toilets, ventilators, wall coverings, washers, windows, window coverings, wiring and all renewals or replacements thereof or articles in substitution therefor, whether or not the same be attached to such improvements;

(f) All judgments, insurance proceeds, awards of damages and settlements which may result from any damage to all or any portion of the Premises and the other Mortgaged Property, or any part thereof, or to any rights appurtenant thereto;

(g) All compensation, awards, damages, claims, rights of actions and proceeds of or on account of (i) any damage or taking, pursuant to the power of eminent domain, of the Premises and the other Mortgaged Property or any part thereof, (ii) damage to all or any portion of the Premises and the other Mortgaged Property by reason of the taking, pursuant to the power of eminent domain, of all or any portion of the Premises and the other Mortgaged Property or of other property, or (iii) the alteration of the grade of any street or highway on or about the Premises and the other Mortgaged Property or any part thereof;

(h) All accounts relating to the Premises, contract rights, general intangibles, actions and rights in action, including, without limitation, all rights to insurance proceeds and unearned premiums arising from or relating to damage to the Premises or the other Mortgaged Property or any part thereof;

(i) All proceeds, products, replacements, additions, substitutions, renewals and accessions of and to the Premises or the other Mortgaged Property;

(j) All building materials and goods which are procured or to be procured for use on or in connection with the Mortgaged Property, whether or not such materials and goods have been delivered to the Premises;

(k) All plans, specifications, architectural renderings, drawings, licenses, permits, soil test reports, other reports of examinations or analyses, contracts for services to be rendered to Debtor, or otherwise in connection with the Mortgaged Property and all other property, contracts, reports, proposals, and other materials now or hereafter existing in any way relating to the Premises or the other Mortgaged Property or construction of additional improvements thereto;

(l) All real estate tax refunds and other related refunds for the Premises; and

(m) The proceeds from any sale, transfer, pledge or other disposition of any or all of the foregoing described Mortgaged Property.

EXHIBIT B
TO
UCC FINANCING STATEMENT

Debtor:
Penny Racine, LLC
3100 West Dundee Road
Suite 308
Northbrook, Illinois 60062

Secured Party:
Associated Bank, National Association
525 West Monroe Street
24th Floor
Chicago, Illinois 60661

Legal Description of Real Estate

PARCEL A:

That part of the Southwest 1/4 of Section 24, Town 3 North, Range 22 East, in the City of Racine, County of Racine, State of Wisconsin, more particularly bounded and described as follows:
Commencing at the Southeast corner of the Southwest 1/4 of Section 24; thence South 89° 28' 36" East along the South line of the Southeast 1/4 of said Section 24, 992.09 feet; thence North 01° 33' 26" West, 61.18 feet to a point on the Northerly line of State Trunk Highway 11; thence North 88° 00' 16" West, 474.11 feet; thence North 86° 48' 46" West, 291.28 feet; thence North 87° 55' 25" West, 446.66 feet; thence North 89° 02' 04" West along the Northerly right-of-way line of State Trunk Highway 11, 1,902.81 feet; thence North 77° 46' 59" West, 116.17 feet to a point on the Easterly right-of-way line of State Trunk Highway 31; thence North 11° 30' 26" East along the Easterly right-of-way line of State Trunk Highway 31, 475.51 feet to the point of beginning of this description; thence North 11° 30' 26" East 65.00 feet; thence along the arc of a 232.50 foot radius curve, concave to the South, having a chord length of 82.74 feet bearing South 68° 14' 34" East to a point of reverse curve; thence along the arc of a 127.50 foot radius curve, concave to the North, having a chord length of 66.15 feet bearing South 73° 01' 49" East; thence along the arc of a 30.00 foot radius curve, concave to the West, having a chord length of 45.30 feet bearing North 42° 54' 33" East to a point of reverse curve; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 136.35 feet bearing North 02° 41' 42" East; thence North 11° 30' 26" East, 161.86 feet; thence North 11° 49' 06" East, 332.74 feet to a point of curve; thence along the arc of a 275.00 foot radius curve, concave to the East, having a chord length of 110.85 feet bearing North 23° 26' 46" East to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the West, having a chord length of 45.37 feet bearing North 14° 02' 47" West; thence along the arc of a 117.50 foot radius curve, concave to the South, having a chord length of 54.80 feet bearing North 76° 39' 16" West; thence South 89° 51' 41" West, 65.00 feet to a point of reverse curve; thence along the arc of a 165.00 foot radius curve, concave to the North, having a chord length of 34.37 feet bearing North 84° 09' 52" West to a point on the Easterly right-of-way line of State Trunk Highway 31; thence North 11° 49' 06" East along the Easterly right-of-way line of State Trunk Highway 31, 32.50 feet; thence South 89° 02' 04" East, 341.56 feet; thence South 00° 57' 56" West, 277.61 feet; thence South 89° 02' 04" East, 369.18 feet; thence South 00° 57' 56" West, 164.31 feet; thence North 89° 02' 04" West, 53.00 feet; thence South 00° 57' 56" West, 474.58 feet; thence North

89° 02' 04" West, 349.39 feet; thence South 00° 57' 56" West, 213.13 feet; thence South 76° 05' 21" West, 67.30 feet; thence along the arc of a 445.00 foot radius curve, concave to the East, having a chord length of 291.39 feet bearing North 40° 36' 11" West to a point of reverse curve; thence along the arc of a 30.00 foot radius curve, concave to the South, having a chord length of 36.73 feet bearing North 59° 14' 03" West to a point of reverse curve; thence along the arc of a 192.50 foot radius curve, concave to the North, having a chord length of 128.47 feet bearing North 77° 29' 11" West to a point of reverse curve; thence along the arc of a 167.50 foot radius curve concave to the South, having a chord length of 59.61 feet bearing North 68° 14' 34" West to the point of beginning of this description.

PARCEL B:

Non-exclusive easement for the benefit of Parcel A created in Easement, Restriction and Operating Agreement dated as of December 28, 1979 and recorded in Volume 1545 of Records, Pages 235-384, as Document No. 1066872, as amended by First Amendment dated as of August 6, 1981 and recorded in Volume 1637, Pages 270-289, as Document No. 1099190 and further amended by Second Amendment dated as of March 27, 1985 and recorded in Volume 1747, Pages 145-157, as Document No. 1165931, for ingress and egress as provided for therein.

Tax Key No.: 276-00-00-23876-010

Common Address: 5900 Durand Avenue, Racine, Wisconsin