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Form PTO-1594  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

102564292

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

LaSalle Street Fund Incorporated

- Individual(s)
- General Partnership
- Corporation-State Maryland
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached?  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: \_\_\_\_\_

2. Name and address of receiving party(ies)

Name: Simon Property Group, LP

Internal Address: \_\_\_\_\_

Street Address: 115 West Washington Street

City: Indianapolis State: IN Zip: 46204

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership Delaware
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) \_\_\_\_\_

B. Trademark Registration No.(s) 1,252,466

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Daniel L. Boots

Internal Address: BINGHAM McHALE LLP

Street Address: 2700 Market Tower

10 West Market Street

City: Indianapolis State: IN Zip: 46204

6. Total number of applications and registrations involved: \_\_\_\_\_

1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

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OPR/FINANCE

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DO NOT USE THIS SPACE

9. Signature.

Daniel L. Boots

Name of Person Signing

Daniel Boots  
Signature

September 26, 2003

Date

Total number of pages including cover sheet, attachments, and document:

187

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

**PURCHASE AND SALE  
A G R E E M E N T**

**between**

**LA SALLE STREET FUND INCORPORATED,  
a Maryland corporation**

**and**

**SIMON PROPERTY GROUP, L.P.,  
a Delaware limited partnership**

**for the property known as  
Independence Center  
Independence, Missouri**

**Dated as of OCTOBER 28, 1994**

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REEL: 002835 FRAME: 0174**

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**PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT is made as of the 28<sup>th</sup> day of October, 1994 by and between LA SALLE STREET FUND INCORPORATED, a Maryland corporation ("Seller"), and SIMON PROPERTY GROUP, L.P., a Delaware limited partnership ("Purchaser").

**W I T N E S S E T H:**

WHEREAS, Seller owns the shopping center known as Independence Center in Independence, Missouri [excluding the three stores and the land under such stores which together are owned, respectively, by Sears Roebuck & Company ("Sears"), Dillard's Department Stores, Inc. and Construction Developers Incorporated ("Dillard's") and The Jones Store Co. ("Jones")] (Sears, Dillard's and Jones are sometimes collectively referred to herein as the "Anchors") and excluding the parking areas owned by Sears and Dillard's (which parking areas are subject to cross easements in favor of, among other things, Seller) and desires to sell such shopping center to Purchaser on the terms and conditions set forth below; and

WHEREAS, the Purchaser desires to purchase such shopping center from Seller on the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the premises and the respective undertakings of the parties hereinafter set forth, it is hereby agreed:

**SECTION 1. DEFINITIONS.** Wherever used in this Agreement, the words and phrases set forth below shall have the meanings set forth below or in an Exhibit to this Agreement to which reference is made, unless the context clearly requires otherwise.

A. "**Closing**" means the closing at which Seller conveys title to the Project to Purchaser and Purchaser pays Seller the purchase price described in Section 2 herein below provided, however, that if either party is unable to consummate the transaction on December 1, 1994, because it is unable to satisfy certain of the conditions of Closing contained herein, such party may, at its election, upon written notice to the other party extend the Closing Date up to and including December 15, 1994, to permit such party to satisfy such conditions; provided that the extension by either party shall not be deemed a waiver of any rights under the Agreement.

B. "Closing Date" means December 1, 1994, or such other date as shall otherwise be agreed upon by the parties for the Closing.

C. "Improvements" means all buildings, structures, fixtures and other improvements now or hereafter located or erected on the Land (other than any improvements or fixtures owned by tenants under the terms of Tenant Leases), consisting of a shopping center and out parcel improvements containing approximately 639,942 gross square feet and commonly known as "Independence Center" exclusive of the Sears, Dillard's and Jones stores contained within such center.

D. "Land" means the real property described on Exhibit A hereto, containing approximately 98.99 acres of land, including the land underneath the Improvements, the mall parking areas exclusive of the parking areas owned by Sears and Dillard's but including the easements granted with regard thereto, three out parcels and approximately 47.1 acres of undeveloped land, together with all adjacent roadways, rights-of-way and alleys to the extent Seller has an interest therein, all oil, gas and other mineral rights and all easements and other rights appurtenant to such real property.

E. "Permitted Exceptions" means non-delinquent real property taxes on the Project and the exceptions to title which are approved by Purchaser pursuant to Section 4 hereof.

F. "Personal Property" means all tangible and intangible personal property now or hereafter owned by the Seller or Seller's managing agent, LaSalle Partners Asset Management Limited ("LaSalle Management"), and used in connection with the operation of the Project, including, without limitation, (i) the personal property described in Exhibit B, and all other building and construction materials, equipment, appliances, machinery and unconsumed supplies owned by Seller or LaSalle Management and used in connection with the operation of the Project, (ii) all permits, licenses, certificates and approvals issued in connection with the Project, and (iii) the Seller's interest in the names under which the Project is operated but excluding from such Personal Property the proprietary software programs used by Seller or LaSalle Management provided that Seller provides Purchaser with the appropriate information from such programs that may be required by Purchaser to prepare tenant billings or otherwise operate the Project.

G. "Project" means the Land, the Personal Property and the Improvements.

H. "Project Agreement(s)" means, collectively, the Tenant Leases, the Service Contracts, the Permitted Exceptions, and any other lease, rental agreement, loan agreement, loan commitment, mortgage, deed of trust, easement, covenant or agreement affecting Seller's interest in the Project or any part thereof.

I. "Property" means the Land and Improvements.

J. "Review Period" means the period as set forth in Section 4 hereof during which Purchaser may terminate this Agreement if it determines that its review of the Project does not support the purchase price.

K. "Title Company" means Chicago Title Insurance Company, Chicago, Illinois.

SECTION 2. AGREEMENT TO SELL AND PURCHASE. A. On the Closing Date Seller shall convey the Project to Purchaser or Purchaser's designee on the terms and conditions set forth herein. On the Closing Date the Purchaser or Purchaser's designee shall accept title to the Project from Seller on the terms and conditions set forth herein and shall pay to the Seller the purchase price ("Purchase Price") of Fifty-Three Million Dollars (\$53,000,000.00), subject to prorations as set forth below, by wire transfer of immediately available funds including funds from Purchaser's mortgage lender, if any, and Seller shall discharge at its sole cost and expense the first mortgage lien in favor of Connecticut General Life Insurance Company.

B. At Closing, Purchaser shall receive a credit against the Purchase Price in the aggregate amount of \$1,665,500 to cover structural/physical and environmental defects discovered by Purchaser in its due diligence, the allocation of such credit being shown on Exhibit EE hereto.



**SECTION 3. DEPOSIT.** Within five (5) business days after the date of this Agreement, Purchaser shall procure a letter of credit from a creditworthy bank or other financial institution selected by Purchaser (such bank or financial institution and the form of such letter of credit to be reasonably acceptable to Seller) ("Purchaser's Letter of Credit") in the amount of \$2,000,000, and shall deposit Purchaser's Letter of Credit with the Title Company to secure Purchaser's performance hereunder. (Purchaser's Letter of Credit and any cash at any time substituted therefor shall hereinafter be referred to as the "Deposit".) The expiry date of Purchaser's Letter of Credit shall not be before December 31, 1994 and the beneficiary of the Deposit shall be the Title Company. Purchaser shall have the right at any time to substitute cash for all or any portion of Purchaser's Letter of Credit. Interest on the Deposit shall belong to Purchaser. The recordation of the deed (or other evidence that the purchase and sale contemplated herein has closed) shall constitute authorization to the Title Company to release the Deposit to Purchaser without the necessity of further instructions from Seller or Purchaser. Seller agrees that until the expiration of the Review Period, the Title Company shall, irrespective of any contrary direction from Seller, return the Deposit to Purchaser on Purchaser's notification that this Agreement has been terminated as permitted by this Agreement. After the expiration of the Review Period, if Title Company is instructed by Purchaser to return the Deposit to Purchaser, the Title Company shall notify Seller of Purchaser's demand, and, unless the Title Company receives within seven (7) days of the date of the Title Company's notice an affidavit from Seller stating that there is a genuine dispute as to who is entitled to the Deposit and describing the basis of Seller's claim therefor, the Title Company shall return the Deposit to Purchaser. If, after the expiration of the Review Period, The Title Company is instructed by Seller to deliver the Deposit to Seller, the Title Company shall notify Purchaser of Seller's demand, and, unless the Title Company receives within seven (7) days of the date of the Title Company's notice an affidavit from Purchaser stating that there is a genuine dispute as to who is entitled to the Deposit and describing the basis of Purchaser's claim therefor, the Title Company shall deliver the Deposit to Seller. Otherwise, the Title Company shall only act upon the Deposit in accordance with the joint written direction of both parties hereto provided, however, in the event there is a dispute and Purchaser does not substitute a cash deposit for the Letter of Credit within five (5) business days after Purchaser either (i) receives notice of or (ii) sends notice of, a dispute as set forth above, the Title Company shall draw down the full amount of the Letter of Credit and hold the proceeds thereof as the Deposit. A copy of the escrow agreement is attached hereto as Exhibit II.

**SECTION 4. REVIEW OF PROPERTY AND TITLE.** Upon execution of this Agreement, Seller has delivered or made available to and will continue to provide and make available to Purchaser:

A. True, accurate and complete copies of all of the documents listed on Exhibit C hereof and provide Purchaser with access to all of Seller's and LaSalle Management's files related to the Project and, at Purchaser's request, promptly deliver to Purchaser copies of any other Project documents identified by Purchaser as relating to the Project or its operation which are in the possession of Seller or Seller's agents.

B. Access by Purchaser, its agents or consultants to the Project to inspect each and every part thereof and to perform such tests as may be appropriate, subject to the reasonable rights of tenants thereon, to determine its present condition and to interview on site employees of Seller and LaSalle Management and those home office employees of such parties who are familiar with the Project. All information relating to the Project made available to Purchaser shall be treated as confidential and used for the sole purpose of evaluating the Project and shall be returned to Seller if Purchaser does not purchase the Project. Such information shall only be disclosed to the (i) officers, directors and employees of Purchaser and its affiliates, (ii) Purchaser's advisors and consultants retained by it for this transaction, (iii) any prospective lenders for this transaction and (iv) any persons to whom disclosure is required by law; provided, however, the obligation to keep this information confidential shall not apply to any information which becomes public through no fault of Purchaser or its affiliates, advisors or consultants. Upon prior notice to Seller, Purchaser (and its agents) shall also have the right to meet with tenants in the Project to discuss any matters relating to their occupancy in the Project; provided, however, a representative of Seller shall have the right to be present at any such meetings. Nothing contained herein shall be deemed to amend or modify the terms and provisions of that certain License and Indemnity Agreement by and between Seller and Purchaser dated August 30, 1994, a copy of which is attached hereto as Exhibit JJ and made a part hereof, and to the extent there is any conflict between this Agreement and such License and Indemnity Agreement, the terms and provisions of such License and Indemnity Agreement shall control.

C. A current ALTA survey of the Property certified to Purchaser, the Title Company and Purchaser's lender, if Purchaser so requests no later than ten (10) days prior to Closing, and a title commitment to issue an ALTA policy (to be amended by Seller to commit to issue the policy in the name of Purchaser) from the Title Company together with copies of all documents relating to the title exceptions referred to therein. Such title report

shall show fee simple title to the Property vested in Seller and affirmatively insured rights to all easements benefitting the Property. The policy of title insurance shall include a zoning endorsement, a contiguity endorsement, a subdivision (or Plat Act) endorsement, an access endorsement covering the five (5) points of access to 39th Street and affirmative coverage for unlimited access to Center Drive, and such other endorsements as are reasonably requested by Purchaser based on the status of title to the Property and the matters raised on the survey of the Property, all at the Seller's cost. Purchaser shall, at least seven (7) business days prior to the expiration of the Review Period, notify Seller in writing of any objections which Purchaser may have to any exceptions reported in the title report or matters shown on the survey. The policy of title insurance shall be an ALTA Form B extended coverage policy (1990) with deletion of the creditors' rights endorsement dated as of the date of Closing, in an amount equal to the Purchase Price. Purchaser's title insurance policy shall also provide at Seller's cost for reinsurance with direct access rights with such companies and in such amounts as Purchaser shall reasonably request. Seller may cure or provide title insurance coverage over any objected to title or survey defect in a manner satisfactory to Purchaser. Seller shall notify Purchaser as to whether it will cure or provide title insurance over such objected to title or survey defects within ten (10) business days after receipt of Purchaser's notification of such objected to matters. However, if Seller is unable or unwilling to remove or provide insurance over any exceptions to title or survey matters objected to by Purchaser prior to Closing, and Purchaser is unwilling to take title subject thereto, then Purchaser may as its sole remedy terminate this Agreement. However, if such objected-to exceptions to title or survey matters are not removed by the date of the Closing and such exceptions relate to financing liens, tax liens, mechanics' or materialmen's liens, judgment liens consented to by Seller or its affiliates or any other liens arising out of the acts of Seller or its affiliates, Purchaser may elect to discharge any such liens or encumbrances and to deduct from the purchase price the amount necessary to do so and in addition thereto if there are any other liens or encumbrances that can be discharged by the payment of not more than \$100,000 in the aggregate (this \$100,000 cure right is separate and apart from the cure right referred to in Section 5), Purchaser may also elect to discharge such additional liens and encumbrances and to deduct the amount paid to discharge the same from the purchase price..

Purchaser in executing this Agreement has determined that the Project supports the Purchase Price as adjusted by the credit set forth in Section 2A hereof and Purchaser shall be obligated to consummate the purchase subject to satisfaction of the

conditions contained herein including the representations and warranties by Seller as of the Closing being true and correct in all material respects. Seller acknowledges that Purchaser has provided Seller with comments to the title commitment and survey submitted by Seller and Seller shall have until the Closing to correct the title exceptions and survey defects raised by Purchaser but otherwise in accordance with the provisions contained in paragraph C above. Notwithstanding that the Review Period has expired, Seller shall continue to provide Purchaser with access to the Project as well as provide Purchaser with any documentation requested of Seller or LaSalle Management.

**SECTION 5. REPRESENTATIONS AND WARRANTIES BY SELLER.** Seller hereby represents and warrants to, and covenants and agrees with, Purchaser as of the date hereof as follows:

A. Seller is a corporation duly organized and validly existing under the laws of the State of Maryland; Seller has full power and authority, and is duly authorized, to execute, enter into, deliver and perform this Agreement and its obligations hereunder.

B. This Agreement and all other agreements, instruments and documents required to be executed or delivered by Seller pursuant hereto have been or if and when executed and delivered will be duly executed and delivered by Seller, and are or, in the case of those to be executed and delivered, will be legal, valid and binding obligations of Seller. No consents and permissions are required to be obtained by Seller for the execution and, except as provided in Section 8D, the performance of this Agreement and the other documents to be executed by Seller hereunder; and no other consents and permissions related to the transactions herein contemplated are required under any covenant, agreement, encumbrance, law, judgment, governmental order, rule or regulation, applicable to Seller or the Project. The consummation of the transactions contemplated herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or document to which the Seller is a party or by which it is bound, or any order, rule or regulation of any court or of any federal or state regulatory body or any administrative agency or any other governmental body having jurisdiction over the Seller or the Project.

C. Except as set forth in Exhibit D, to the best of Seller's knowledge there are now no material physical or mechanical defects in the Project, including, without limitation, the roof, parking lot, plumbing, heating, air conditioning and electrical systems.

D. Except as set forth in Exhibit E, to the best of Seller's knowledge, the Property includes all easements necessary for its current use and there are no additional offsite facilities or rights needed for such current use. Seller has not received any unsatisfied written requests for repairs, restoration or improvements from any person, entity or authority (including, but not limited to, tenants, insurers, lenders or governmental agencies) with respect to the Project. Seller has not received any written complaints from any owners of property adjacent to the Property with respect to the Project. In the event any such written requests or complaints are received by Seller between the date of this Agreement and Closing, copies thereof shall be furnished to Purchaser;

E. Except as set forth in Exhibit F, to best of Seller's knowledge, the use and operation of the Project is now in full compliance with applicable building codes, environmental, zoning and land use laws, and other local, state and federal laws and regulations, except that the Project may not be in compliance with the Americans with Disabilities Act but neither Seller nor LaSalle Management has received any notice from any governmental agency that the Project is not in compliance with such Act;

F. The mechanical and structural plans and specifications, soil reports, certificates of occupancy, warranties, operating statements, and income and expense reports, and all contracts or documents delivered to Purchaser pursuant to this Agreement or in connection with the execution hereof, including, without limitation, the documents listed on Exhibit C and any additional documents delivered at the request of Purchaser, are genuine, complete and unaltered copies of those in Seller's or LaSalle Management's possession.

G. Except as set forth in Exhibit G, to the best of Seller's knowledge, there are no condemnation, environmental, zoning, tax assessment (regular or special) or other land use regulation proceedings, either instituted or threatened, relating to the Project.

H. Except as set forth in Exhibit H, (i) to the best of Seller's knowledge, all water, sewer, gas, electric, telephone, and drainage facilities and all other utilities required by the current use and operation of the Property by current tenants are installed to the property lines of the Property, are all connected pursuant to valid permits, and are adequate to service the Project and (ii) Seller and LaSalle Management have not received any notice from any governmental agency requesting compliance of such utilities with applicable law;

I. The Personal Property owned by Seller or LaSalle Management and being transferred to Purchaser hereunder is all of the Personal Property used in the operation of the Property, is sufficient for the operation of the Property as it is currently being operated and is in good operating order, ordinary wear and tear excepted.

J. Except as set forth on Exhibit I, to the best of Seller's knowledge, there is and has been no Hazardous Material (as hereinafter defined) on the Property. Hazardous Material as used in this Agreement means any petroleum product, any asbestos containing material, or any hazardous or toxic substance, material, waste or similar term which is:

(i) defined as a Hazardous Material under the laws of the State of Missouri;

(ii) defined as a hazardous substance under Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317);

(iii) defined as a hazardous waste under Section 1004 of the Federal Resource Conservation and Recovery Act (42 U.S.C. §6901 et. seq.);

(iv) defined as a hazardous substance under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, (42 U.S.C. §9601 et. seq.); or

(v) defined as a hazardous substance or hazardous material or similar term under any other federal, state or local law or ordinance regulating public health or the environment.

De minimis amounts of Hazardous Materials on the Property used in the normal operation of properties similar to the Project including, without limitation, office and cleaning supplies and those Hazardous Materials which are owned by Tenants, are stored in government approved containers and are held for sale to the public are expressly excluded from the representation contained in this Paragraph 5.1(J);

K. To the best of Seller's knowledge, the Property has not been used as a dump or other storage facility for Hazardous Material;

L. Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended;

M. Seller has no employees working at the Project and the employees of LaSalle Management who are working at the Project are listed on Exhibit J hereto (Purchaser shall be under no obligation to hire such employees; however, Purchaser shall have the opportunity to do so (although Seller makes no representation that such employees are willing to work for Purchaser) and in any event all accrued benefits of such employees through the date of Closing shall be paid by LaSalle Management.)

N. Attached hereto as Exhibit K is the rent roll and a list of all outstanding leases or other occupancy agreements including, without limitation, all amendments and modifications thereto and assignments and guaranties thereof (which leases, agreements and other documents, together with any lease documents entered into with respect to the Property after the date hereof with the consent of Purchaser as provided in Section 7 hereof, are herein collectively referred to as "Tenant Leases"). To the best of Seller's knowledge, except as shown on Exhibit L, (i) there are no existing material defaults of landlord or tenant under any of the Tenant Leases, the Tenant Leases are in full force and effect, there are no existing events which with the expiration of any applicable cure period could become a material default by either landlord or tenant under the Tenant Leases, and there are no disputes, claims or facts giving rise to any right of setoff under the Tenant Leases; (ii) all rents due have been paid on the Tenant Leases through the dates shown on said Exhibit; (iii) all of the landlord's obligations to construct tenant improvements, or reimburse any tenant for tenant improvements, under the Tenant Leases have been paid and performed in full and all concessions from the landlord under the Tenant Leases, other than any unexpired rent abatement set forth in the Tenant Leases, have been paid and performed in full; (iv) there are no bankruptcy or insolvency proceedings pending or threatened with respect to any of the tenants under the Tenant Leases; (v) no tenant has notified Seller in writing of any uncured defect or alleged defects in the Property; and (vi) the rent roll and the Tenant Leases are genuine, complete and unaltered copies of those in Seller's or LaSalle Management's possession and accurately set forth the information included therein. In addition, except as set forth on Exhibit M, (w) no person has acquired from Seller any options or rights to lease

space in the Project or extend any Tenant Leases or rights of first refusal or offer for space in the Property except as set forth in the Tenant Leases; (x) no person other than Purchaser has any contract, agreement, option or right of first refusal acquired from Seller to purchase the Project or any portion thereof or fee interest or estate therein; (y) there are no brokerage commissions or fees due in connection with any of the Tenant Leases, except as set forth in Exhibit N; and (z) Seller has engaged no broker in connection with the Tenant Leases, other than LaSalle Management, and at Closing no broker, including LaSalle Management, has or will have any claim for commissions or fees in connection with any Tenant Leases including renewal options or expansion options under the Tenant Leases;

O. Attached hereto as Exhibit O is a list of all contracts or agreements for the providing of services to the Project, including (without limitation) a list of all amendments and modifications thereto and assignments thereof (which contracts and agreements, together with the contracts and agreements entered into with respect to the Project after the date hereof pursuant to Section 7 below, are herein referred to collectively as the "Service Contracts"). Except as may be shown in said Exhibit, all of the Service Contracts are in full force and effect and, to Seller's knowledge, are free from material default. Prior to the expiration of the Review Period, Purchaser shall notify Seller in writing which Service Contracts, if any, Purchaser will assume at Closing.

P. That there are no documents in Seller's or LaSalle Management's possession which have not been delivered to Purchaser or made available for inspection at the Project which would disclose any fact that would prevent Purchaser from operating the Property after Closing in the manner in which the Property is currently being used and operated;

Q. That at the Closing there will be no outstanding contracts made by Seller for any improvements to the Property which have not been fully paid for and that Seller shall cause to be discharged or bonded over, in a form reasonably acceptable to Purchaser, all mechanics' and materialmen's liens arising from any labor or materials furnished prior to Closing which pertain to the Property.

R. The Operating Agreement, all amendments thereto, and all the Supplemental Agreements between Seller or its predecessors and Sears, Dillard's and Jones and their respective predecessors, if any, concerning use and operation of the Project, including any other agreements concerning the same (collectively, the "Shopping Center Agreements") are listed on Exhibit P, true and complete copies of which have been delivered



to Purchaser pursuant to Section 3 hereof. Except as set forth in Exhibit Q, the Shopping Center Agreements are unmodified, constitute the sole agreements and understandings between the parties thereto with respect to the Project and the parcels and improvements owned by parties other than Seller. To the best of Seller's knowledge, the Shopping Center Agreements are in full force and effect in accordance with their respective terms, there are no material defaults and Seller or LaSalle Management have not received any notice of any non-material defaults of any party to such Shopping Center Agreements and all obligations of Seller or its predecessors to be performed as of the date hereof or as of the Closing have been or will be fully performed and paid for.

Except as expressly set forth herein, Seller is selling the Project "as is" with no representations or warranties, and Purchaser acknowledges and agrees that it is purchasing the Project "as is" with no express or implied representations or warranties. Whenever the term "to Seller's knowledge" is used herein, it means that Victoria S. Sharpe, Joan Malkowski, Earl Webb, James M. Hanson, Mike Moloy, and John T. Craig have no actual knowledge of any facts contrary to such representation or warranty, but the phrase "to Seller's knowledge" shall not include any constructive or imputed knowledge or the knowledge of any other persons provided that Seller represents and warrants to Purchaser that these individuals should in the normal course of operation of the Project have acquired knowledge of the facts and circumstances surrounding the condition and operation of the Property to accurately make such representations and warranties of Seller contained herein and to the best of the knowledge of Seller, after due inquiry of LaSalle Management, there are no other persons employed by Seller or LaSalle Management who would have knowledge of any material facts that would not in the normal course be reported to one or more of the foregoing persons.

The continued accuracy in all material respects of the aforesaid representations and warranties shall be a condition precedent to Purchaser's obligation to close. All representations and warranties by Seller contained in this Agreement shall be deemed remade as of the date of Closing. If, prior to Closing, Purchaser discovers that any of such representations and warranties are not correct in any material respect at the time the same is made or as of the Closing, Purchaser may either expend up to \$100,000 in the aggregate to cure any such breaches and deduct the cost thereof from the purchase price or may, in the case of material breaches, terminate this Agreement in which event there shall be no further liability on the part of either party to the other and the Deposit shall be returned to Purchaser. If Purchaser has actual knowledge (provided that "actual knowledge" shall not include any fact contained in any document which has not actually been

reviewed by Purchaser or its representatives or made available at the Property for inspection by Purchaser and its representatives) prior to Closing that any of the foregoing representations or warranties are not true and correct and Purchaser nonetheless elects to proceed with Closing, Purchaser shall be deemed to have waived any claims for breach of such representation or warranty. After Closing any claim by Purchaser for any breach of the representations and warranties contained in this Section 5 (other than those contained in subparagraphs A, B and L) or which Purchaser did not have knowledge at Closing must be made in writing to Seller prior to the one (1) year anniversary of the Closing Date, except in the case of the representations and warranties contained in subparagraphs J and K as to which any claim must be made prior to the three (3) year anniversary of the Closing Date.

**SECTION 6. REPRESENTATIONS AND WARRANTIES OF PURCHASER.**

Purchaser hereby represents and warrants to, and covenants and agrees with, Seller as of the date hereof as follows:

A. Purchaser is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Maryland. Purchaser has full power and authority and is duly authorized, to execute, enter into and perform this Agreement and its obligations hereunder.

B. This Agreement and all other agreements, instruments and documents required to be executed or delivered by Purchaser pursuant hereto have been or if and when executed and delivered will be duly executed and delivered by Purchaser, and are or, in the case of those to be executed and delivered, will be legal, valid and binding obligations of Purchaser. No consents and permissions are required to be obtained by Purchaser for the execution and, except as provided in Section 8D, the performance of this Agreement and the other documents to be executed by Purchaser hereunder; and no other consents and permissions related to the transactions herein contemplated are required under any covenant, agreement, encumbrance, law, judgment, governmental order, rule or regulation, applicable to Purchaser. The consummation of the transactions contemplated herein and the fulfillment of the terms hereof will not result in a breach of any of the terms or provisions of, or constitute a default under, any agreement or document to which the Purchaser is a party or by which it is bound, or any order, rule or regulation of any court or of any federal or state regulatory body or any administrative agency or any other governmental body having jurisdiction over the Purchaser.

C. There are not now pending or, to Purchaser's knowledge, threatened, any proceedings, legal, equitable or otherwise, against Purchaser which would adversely affect its ability to perform its obligations hereunder.

D. Purchaser is not and is not acting on behalf of an "employee benefit plan" within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), a "plan" within the meaning of Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code") or an entity deemed to hold "plan assets" within the meaning of 29 C.F.R. § 2510.3-101 of any such employee benefit plan or plans.

The continued accuracy in all material respects of the aforesaid representations and warranties shall be a condition precedent to Seller's obligation to close. All representations and warranties by Purchaser contained in this Agreement shall be deemed remade as of the date of Closing. If, prior to Closing, Seller discovers that any of such representations and warranties are not correct in any material respect at the time the same is made or at the Closing and as a direct result thereof Purchaser is unable to consummate the Closing, Seller's sole remedy shall be to terminate this Agreement and retain the Deposit as liquidated damages. If Seller has actual knowledge prior to Closing that any of the foregoing representations or warranties are not true and correct and Seller nonetheless elects to proceed with Closing, Seller shall be deemed to have waived any claims for breach of such representation or warranty.

#### SECTION 7. OPERATION OF THE PROJECT PRIOR TO CLOSING.

A. The Seller shall do all of the following, from and after the date hereof until the Closing:

(i) operate and maintain the Property in the same manner as currently being operated and maintained, keep and perform all the obligations to be performed by landlord under all existing leases and all approved new leases, maintain or cause the tenants to maintain the Project in a condition at least as good as at the date hereof and not deplete the supplies of the Property, shall, subject to damage, destruction or loss to the Project in which event Purchaser shall have the rights set forth in Section 8(B) (4), cause the Project to be, on the Closing Date, in the same condition as exists as of the date of this Agreement in all cases, subject to casualty and ordinary wear and tear provided, however, that Seller shall complete all work which was commenced prior to the Closing and to the extent such work cannot using due diligence be so completed, Purchaser shall receive a credit (other than as provided in Section 9E

hereof) at Closing for the remaining cost to complete the same;

(ii) maintain, or cause to be maintained, all existing insurance carried by Seller on the Improvements;

(iii) without the prior written consent of Purchaser, which consent in the case of any agreements other than Tenant Leases) shall not be unreasonably withheld or delayed, not enter into any new Project Agreements, or any other agreements affecting the Project which would be binding on Purchaser after Closing, nor modify, amend, terminate, cancel or grant concessions regarding any such existing contracts or agreements which would be binding on the Purchaser after Closing provided, however, Seller may, prior to the expiration of the Review Period and without Purchaser's consent but with notice to Purchaser enter into Tenant Leases or modifications thereto which are in the ordinary course of business and which are consistent with Seller's current budget for the Project, but after, if this Agreement is not terminated prior to the expiration of the Review Period, any Tenant Leases or modifications thereof shall require Purchaser's consent, which consent may be withheld in Purchaser's sole discretion; and

(iv) without the prior written consent of Purchaser (except for tenant improvements required under the existing Tenant Leases and any approved new Tenant Leases, and except in the case of emergencies), not make, or obligate itself to make, any material alterations or modifications to the Project.

B. Purchaser may include the Property in its portfolio for leasing purposes at the October ICSC conference provided that if the Agreement terminates other than by reason of Seller's default, Purchaser agrees to deliver to Seller a list of any serious tenant prospects for space at the Project.

**SECTION 8. CONDITIONS TO CLOSING.** In addition to the conditions provided in other provisions of this Agreement, the parties' obligations to perform their undertakings provided in this Agreement, are each conditioned on the fulfillment of each of the following which is a condition to such party's obligation to perform hereunder (subject to such party's waiver in strict accordance with Section 10 below):

A. As a condition to each party's obligation to perform hereunder, that at no time prior to the Closing Date shall any of

the following have been done by or against or with respect to the other party: (i) the filing of any bankruptcy, reorganization, debt arrangement, or adjustment of debts petition and, with regard to any of the same which are involuntarily filed against such other party, which shall not have been dismissed within 30 days after filing and in any event prior to the Closing Date; (ii) the appointment of a trustee, receiver or other custodian for such party or for any property interest of such party which shall not have been dismissed within 30 days after filing and in any event prior to the Closing Date; or (iii) an assignment for the benefit of creditors which shall not have been dismissed within 30 days after filing and in any event prior to the Closing Date.

B. As a condition to Purchaser's obligation to perform hereunder, that there shall not have occurred between the date hereof and the Closing Date, inclusive, destruction of or damage or loss to the Project (whether or not covered by insurance proceeds) from any cause whatsoever the cost of which to repair exceeds \$2,000,000 in the aggregate; provided, however, that in the event of such destruction or damage the cost of repair of which is in excess of \$2,000,000, Purchaser may upon notice to Seller given within fifteen (15) days after Purchaser is notified of such damage elect to proceed with the Closing in which case Seller shall assign to Purchaser any claims for proceeds from the insurance policies covering such destruction or damage, including any business interruption or rent loss insurance, and shall pay to Purchaser the amount of any deductibles or co-insurance thereunder. If the cost of repairing the destruction, damage or loss is less than \$2,000,000 in the aggregate, the parties shall proceed with the Closing as provided herein and the cost of repair shall be deducted from the Purchase Price and all insurance proceeds shall remain the property of Seller.

C. As a condition to Purchaser's obligation to perform hereunder, that there shall not have occurred at any time or times on or before the Closing Date any taking or threatened taking of the Project or any part thereof or any interest or estate therein by condemnation, eminent domain or similar proceedings; provided, however, Purchaser may elect to waive such condition in which case Seller shall assign to Purchaser at Closing all of Seller's right, title and interest in and to any proceeds resulting from any such proceeding.

D. As a condition to Purchaser's and Seller's obligations to perform hereunder, Purchaser and Seller shall have obtained any necessary approval under the Hart-Scott-Rodino Act. Purchaser and Seller shall cooperate with each other in obtaining the necessary approval and agree to file the appropriate documentation with the Federal Trade Commission so that the 30

day waiting period shall elapse prior to the Closing. If on the Closing Date, the 30 day waiting period after filing has not expired or the Federal Trade Commission has taken action to disapprove the transaction, this Agreement shall automatically terminate unless Purchaser and Seller agree in writing to extend the Closing.

**SECTION 9. CLOSING.**

A. The Closing hereunder shall occur on the Closing Date at the offices of Mayer, Brown & Platt, 190 South LaSalle Street, Chicago, Illinois.

B. At the Closing, concurrently with the delivery of the documents described below, the following, subject to the terms and conditions hereof, shall occur:

- (1) Seller shall convey the Project to Purchaser; and
- (2) Purchaser shall pay to Seller the Purchase Price, plus or minus prorations, as set forth herein.

The Closing shall occur either through an escrow or, if the parties so agree, as a "New York style" closing, the cost of which shall be shared equally between Purchaser and Seller. If the parties elect to have a "New York style" closing, Seller shall deliver to the Title Company a so-called gap indemnity agreement. Purchaser shall receive full possession of the Project at Closing, subject only to the Tenant Leases and Permitted Exceptions. In the event the Closing does not occur by 3:00 p.m. (Central Time) on the Closing Date, the Title Company shall, unless it is notified by both parties to the contrary prior to such time, return to the depositor thereof the items deposited by such party and in the case of the Purchase Price, such amount shall be returned to Purchaser, except that the Deposit shall continue to be held by the Title Company. Any such returns shall not, however, affect the right of either party to pursue any remedy provided for herein in the event of a wrongful failure to Close.

**C. Deliveries.**

(1) At the Closing, Purchaser shall receive all of the following, in form and substance reasonably satisfactory to Purchaser (it being agreed by Purchaser that the documents attached hereto as Exhibits are satisfactory in form to Purchaser):

(a) a special warranty deed in the form attached hereto as Exhibit R, executed by the Seller;

(b) a bill of sale and assignment for the Personal Property in the form of Exhibit S and Exhibit T, respectively, executed by Seller;

(c) an assignment of the Service Contracts, to the extent Purchaser agrees during the Review Period to assume the same, in the form of Exhibit U hereto (the "Assignment of Service Contracts"), executed by Seller, assigning to Purchaser the Service Contracts provided, however, that Purchaser agrees to assume all contracts which are cancelable on thirty (30) days notice without penalty and as to any other contracts, Purchaser agrees to notify Seller prior to October 25, 1994, if Purchaser does not intend to assume the same. Seller shall terminate all other Service Contracts relating to the Project on or prior to Closing, including the management agreement for the Project with LaSalle Management;

(d) an assignment of the Tenant Leases, in the form of Exhibit V hereto (the "Assignment of Tenant Leases"), executed by Seller;

(e) an assignment of Seller's interest in the Shopping Center Agreements in the form of Exhibit W hereto;

(f) a certificate from Seller that each of the representations and warranties contained in Section 5 hereof is true and correct, subject to the qualifications and limitations set forth herein, as of the Closing Date provided, however, if Seller cannot recertify any of the representations or warranties set forth herein for reasons outside Seller's reasonable control, Purchaser may to the extent the cost in the aggregate to cure any such inability on the part of Seller to recertify such representations and warranties does not exceed \$100,000 (such \$100,000 limitation shall be separate and apart from the Purchaser's right to cure title exceptions as provided in Section 4), expend such sum and reduce the purchase price accordingly. Otherwise, Purchaser's sole remedy shall be to terminate this Agreement. Such certificate shall contain an updated list of the Tenant Leases and Service Contracts which Seller shall certify to be true and correct as of Closing.

(g) estoppel certificates dated no earlier than thirty (30) days prior to the Closing from the following parties:

(1) from tenants under Tenant Leases substantially in the form attached hereto as Exhibit X (provided that if a tenant deletes paragraphs 15 and 16 of such estoppel letter the estoppel letter will still be acceptable) or if a Tenant Lease provides for a different form in the form required by such Tenant Lease but otherwise in conformity with the respective terms of the Tenant Leases and the representations and warranties contained herein. Notwithstanding the foregoing, if Seller, after reasonable efforts, is unable to obtain all the estoppel certificates without material deviation from the form attached hereto or such form as is specified in the respective Tenant Leases and without material deviation from the terms of the Tenant Leases and the representations and warranties contained herein, Purchaser shall have the option as its sole and exclusive remedies of either (i) terminating this Agreement or (ii) waiving the requirement for delivery of such estoppel certificates and proceeding with the Closing subject to its cure rights of up to \$100,000 as provided in Section 5 hereof; provided, however, Seller may elect or, if Seller does not so elect, Purchaser may require Seller to deliver estoppel certificates signed by Seller for such missing certificates in which case the obligation to deliver the estoppel certificates shall be deemed satisfied, provided, further, Seller shall not, unless Purchaser elects otherwise, be entitled to deliver its own estoppel certificate (in the form attached hereto as Exhibit Y) for more than twenty percent (20%) on a square footage basis of the tenants in the Project. Notwithstanding the foregoing, Seller shall not be required to certify as to the information contained in subparagraphs 15 and 16 of the estoppel letter in the event either tenant deletes such provisions or tenant fails to deliver such estoppel letter. If Seller delivers an estoppel certificate for any tenant and such tenant subsequently delivers its own estoppel certificate in the same form and without contradiction of the statements of Seller contained therein, Seller's estoppel certificate shall be returned to Seller.

(2) estoppel letters from Sears, Dillard's and Jones in the form of Exhibit Z hereto.

(3) an estoppel letter from each of Circuit City Stores, Inc. and The Price Trust covering the obligations under their pertinent easement agreements in the form attached hereto as Exhibit GG provided that if Seller is unable to deliver such estoppel letters it



may substitute its own estoppel letter in the same form.

Notwithstanding the foregoing, if an estoppel letter received by Purchaser evidences a breach of one of Seller's representations and warranties contained in Section 5, Purchaser also retains its cure rights as specified in such Section.

(h) originals or, if not available, copies of building permits and certificates of occupancy for the Improvements, including all tenant-occupied space included therein to the extent such are in Seller's possession or are reasonably obtainable by Seller;

(i) one complete set of the as-built plans and specifications for the Improvements;

(j) an opinion of Seller's counsel in the form attached hereto as Exhibit AA;

(k) all soil reports, engineering studies, consultant reports, plans and specifications, tenant correspondence and lease files, and rent rolls and income statements relating to the Project which are in the possession of Seller or LaSalle Management or are otherwise reasonably available to either;

(l) all licenses, permits, approvals, zoning exceptions and approvals, consents and orders of governmental, municipal or regulatory authorities with respect to the Project in Seller's or LaSalle Management's possession;

(m) an assignment in the form of Exhibit BB hereto of all guaranties and warranties in favor of Seller with respect to the Improvements;

(n) notices to each of the tenants under the Tenant Leases, the Anchors under the Operating Agreements, Circuit City Stores, Inc. and The Price Trust, the adjoining land owners, notifying them of the sale of the Project and directing them to pay all future rent or other charges as Purchaser may direct;

(o) a signed closing statement setting forth all prorations and credits required hereunder;

(p) an affidavit from Seller that it is not a "foreign person" or subject to withholding requirements under the

Foreign Investment in Real Property Tax Act of 1980, as amended;

(g) an ALTA Statement and gap undertaking, if required of Seller by the Title Company;

(r) the original of all Project Agreements to the extent they are in the possession of Seller or LaSalle Management and are assumed by Purchaser as provided herein; and

(s) all keys and combinations to locks located at the Project in the possession of Seller or LaSalle Management.

(t) all records at the Property pertaining to the ownership and operation of the Project (any copies of any such documents required by Seller shall be made by Seller at its sole cost and expense).

(2) Seller shall have received from Purchaser all of the following, in form and substance reasonably satisfactory to Seller (it being agreed by Seller that the documents attached hereto as exhibits are satisfactory in form to the Seller):

(a) payment of the Purchase Price, plus or minus prorations;

(b) a certificate from Purchaser that each of the representations and warranties contained in Section 6 is true and correct as of the Closing Date; and

(c) counterpart signature pages to any of the instruments being deposited by Seller under Section 7.1(b) that require Purchaser's signature;

(d) an opinion of Purchaser's counsel in the form attached hereto as Exhibit CC.

(e) an ALTA statement, if required of Purchaser by the Title Company.

(f) a signed counterpart of the closing statement referred to in subparagraph (1)(o) above.

D. The Purchase Price for the Property shall be subject to prorations and credits as follows provided that in all cases where it specifies that prorations are to be made as of the Closing Date such prorations shall be determined as of 12:01 A.M.

on the Closing Date with the Closing Date being a day of income and expense to Purchaser:

(1) The word "Rents," as used herein shall mean fixed monthly rents and other fixed charges payable by tenants under the Tenant Leases. Paid Rent for the month in which the Closing Date falls shall be prorated as of the Closing Date. Any portion of any Rents collected subsequent to the Closing Date and properly allocable to periods prior to the Closing Date, shall be paid promptly after receipt to the Seller, but if such Rents are more than thirty (30) days delinquent, subject to the other provisions of this Section; and any portion thereof properly allocable to periods subsequent to the Closing Date, if any, shall be paid to Purchaser. Any security deposits owed by Seller to tenants, together with any interest thereon to the extent such interest is due to tenants, shall be credited to Purchaser on the Closing Date. No credit shall be given the Seller for accrued and unpaid Rent or any other sums due from tenants until said sums are paid. Any abatement of Rent or other charges for which landlord is obligated as of Closing shall be paid by Seller to Purchaser at the Closing. Except (i) for Rents which are thirty (30) days or less delinquent, or (ii) as specifically provided in subparagraph (5) below, any Rents or other amounts collected from a tenant after the Closing Date shall first be applied to such tenant's Rent or other amounts due landlord for the most current month and then to the past due amounts in the reverse order in which they were due.

(2) Seller shall pay all real estate taxes for the Property which are due and payable on the Closing Date. Real estate taxes not yet due and payable assessed for the year in which the Closing Date occurs shall be apportioned on the basis of the fiscal year for which assessed. If the Closing shall occur before the tax rate is fixed, the apportionment of such real estate taxes at the Closing shall be upon the basis of the tax rate for the next preceding year applied to the latest available assessed valuation; provided, however, that a readjustment will be made based upon the actual tax amount, when determined. Operating expenses for the month in which the Closing Date occurs shall be prorated as of the Closing Date based on actual bills. Seller and Purchaser agree that if any operating expense proration cannot be calculated accurately on the Closing Date, the same shall be calculated within thirty (30) days after Closing, and the party owing the other party a sum of money based on such subsequent proration(s) shall promptly pay said sum to the other party.

(3) Percentage rents or escalation payments for operating or other expenses (but not including taxes to the extent covered by subparagraph (4) hereof) billed in accordance with paragraph (6) below and not collected by Seller as of the Closing shall be adjusted when the amount of such percentage rents or escalation payments have been collected by Purchaser from such tenants for the remainder of the applicable period. Upon such collection Purchaser shall remit to Seller a fraction of such payments, the denominator of which shall be the number of days in the applicable period for which such items have been paid and the numerator of which shall be the number of days in the applicable period that shall have elapsed from the commencement of such period to but not including the Closing Date. If such percentage rent or escalation payments are collected by Seller for a period which includes a number of days beyond the Closing Date then at Closing Seller shall pay to Purchaser a fraction of such payments, the denominator of which shall be the number of days in the applicable period for which such items have been paid and the numerator of which shall be the number of days in the applicable period from and including the Closing Date to the end of such applicable period.

(4) The Seller's share of common area maintenance, real estate taxes, insurance, HVAC (if any), water, sewer and other utilities (if any) and other items of reimbursement from Tenants shall be the proportion of the gross annual amount thereof as the total of the corresponding category of expenses paid prior to or accrued as of the Closing Date bears to the total of such category of expenses for the entire period to which such reimbursement relates, reduced by any payments received by the Seller in respect thereto prior to the Closing Date, provided, that, to the extent any such charges are fixed dollar amounts, such charges shall be apportioned in the manner hereinabove provided for minimum rents. The Purchaser's share of such charges shall be the balance thereof.

(5) Where a Tenant Lease or Shopping Center Agreement with an Anchor contains an obligation for such reimbursement items, for rent escalation or additional rent or similar items (e.g., taxes, labor or other forms of additional rent or similar reimbursements), and the Seller shall have collected any portion of such items for a period beyond the day prior to the Closing Date or if the Seller shall have collected payments for such items for periods prior to the Closing Date pursuant to estimates which were in excess of the amounts actually required to be paid as of the Closing

Date, then there shall be an adjustment and credit given to the Purchaser for such amount as calculated above. If such charges have not been billed or have been underestimated or underbilled, or, if properly billed, have not been collected, as of the Closing Date, then when the amount of such additional rent or other charges is determined and collected by the Purchaser from such Tenants or Anchors, the Purchaser will remit to the Seller a portion thereof for the period up to the Closing Date, as calculated above, and the Purchaser shall not apply such amounts to minimum rents first becoming due after the Closing Date or to regular periodic installments of additional rent or charges first becoming due after the Closing Date without first giving effect to the adjustment provided for above. Any merchants' association fees paid to the Seller but not paid over to the merchants' association shall be credited to the Purchaser.

(6) The Purchaser agrees to bill tenants, the Anchors or other parties to any easements or covenants of record for all percentage rent, rent escalations, common area maintenance and other charges payable by them, and other additional rent or similar charges due under the Tenant Leases or agreements with the Anchors or other parties to recorded easements or covenants in accordance with the past practices of Seller and upon receipt to pay Seller the amount to which it is entitled. The Purchaser shall have the right, in good faith, to settle or adjust any amount of such rents or charges due from a tenant or an Anchor; provided that, prior to making such settlement or adjustment the Purchaser shall notify the Seller of the amount thereof and provide the Seller the opportunity to review such amount, and such settlement or adjustment shall apply ratably to all amounts of rents or charges due from such Tenant.

(7) Any portion of any Rent, escalation or reimbursement payments collected subsequent to the Closing Date properly allocable to periods prior to the Closing Date, net of Purchaser's cost of collection, if any, to the extent provided below, shall be paid to Seller promptly after receipt. Any portion thereof remaining and properly allocable to periods on or subsequent to the Closing Date, if any, shall be paid to Purchaser. Purchaser shall make a good faith and commercially reasonable effort to collect any delinquent payments (but shall not be required to institute litigation against any tenant relating thereto), with the cost of collection shared proportionately by Seller and Purchaser based upon the amount collected on behalf of each party. The term "cost of collection" shall mean and include reasonable attorney's fees and other reasonable out-of-

pocket costs incurred in collecting any such rents. Seller may institute separate proceedings to collect any amounts due it from tenants after the expiration of the later to occur of one hundred twenty (120) days from the date such tenant was first billed for such item or ninety (90) days from the Closing Date provided that in no event shall Seller be entitled to terminate the Tenant Lease or dispossess a tenant for failure to pay such rent.

(8) Seller shall be entitled to the return of any deposits it shall have paid in order to obtain utility service or other services to the Project, and the Purchaser shall be responsible for paying any deposits required of it to obtain utility services or other services to the Project unless, such deposits can be assigned by Seller to the Purchaser in which event Seller shall be credited with the amount so assigned.

(9) Personal property taxes, if any, shall be apportioned on the basis of the fiscal year for which assessed. However, a readjustment shall be made based upon the actual tax amount, when determined.

(10) There shall be made such other apportionments and adjustments with respect to the Project as are customarily made upon the transfers of similar property.

(11) Seller shall cause LaSalle Management to pay any wages, fringe benefits, payroll taxes, unemployment insurance contributions, accrued vacation days and pay, accrued pay for unused sick leave, accrued severance pay and other compensation accruing prior to Closing for employees of LaSalle Management at the Project.

(12) Seller shall be responsible for any claims for personal injury or damage to property occurring out of its ownership or operation of the Project for all periods up to the actual Closing whether any claim therefor is made before or after the Closing.

At least five (5) days prior to Closing, Seller shall deliver to Purchaser copies of all information and records necessary to support the prorations hereunder. In the event any prorations made pursuant hereto shall prove incorrect for any reason whatsoever, either party shall be entitled to an adjustment to correct the same provided a request for such adjustment is made within eighteen (18) months after the Closing. After such eighteen (18) month period, any prorations for which a request has not been made shall be deemed final and binding on the parties.

E. Except as provided in the following sentence, if Seller has not paid in full by Closing the cost of any tenant improvements or commissions, including any commissions on renewals or expansions for any Tenant Lease, such cost as reasonably agreed by Purchaser and Seller shall be credited to Purchaser at Closing and Purchaser shall be responsible for completing any such tenant improvements and paying any such commissions. Purchaser shall be obligated to pay for any commissions or improvements for leases executed after the date hereof and in addition thereto, if a lease is executed by Purchaser within six (6) months after the Closing Date with any prospect set forth on Exhibit FF hereto for which Seller submitted a lease or letter of intent which was rejected by Purchaser pursuant to Section 7A(ii) hereof, Purchaser agrees to pay LaSalle Management the commission as shown on such Exhibit.

F. Seller and Purchaser shall each pay for one-half (1/2) of the cost of all title insurance including all endorsements, the cost of a current survey, the cost of placing the Property on Purchaser's CAD, transfer taxes and recording fees other than any recording fees related to Purchaser's financing, if any, of the purchase of the Property and the cost of any closing escrow. All other costs and expenses shall be borne by the party incurring the same.

SECTION 10. WAIVER. Each party hereto may, at any time or times, at its election, waive any of the conditions to its obligations hereunder by a written waiver expressly detailing the extent of such waiver (and no other waiver or alleged waiver by such party shall be effective for any purpose). No such waiver shall reduce the rights or remedies of such party by reason of any breach by the other party or parties of any of its or their obligations hereunder.

SECTION 11. BROKERS. Purchaser and Seller each represents and warrants to the other that it has not hired or used any brokers or finders in connection with the transactions set forth herein; and Purchaser and Seller shall each indemnify and hold the other harmless for breach of the foregoing representation and warranty.

SECTION 12. SURVIVAL; FURTHER INSTRUMENTS. All warranties, representations, covenants, obligations and agreements contained in or made pursuant to this Agreement shall survive the Closing and each party agrees to indemnify and hold harmless the other party from all loss, cost and expense including reasonable attorney's fees as a result of a breach of any representation or

warranty by the indemnifying party provided, however, the provisions hereof shall be limited to the extent provided in Section 5 hereof.. Each party will, whenever and as often as it shall be requested so to do by the other, cause to be executed, acknowledged or delivered any and all such further instruments and documents as may be necessary or proper, in the reasonable opinion of the requesting party, in order to carry out the intent and purpose of this Agreement and as is consistent with this Agreement.

**SECTION 13. NO THIRD PARTY BENEFITS.** This Agreement is made for the sole benefit of Purchaser and Seller and their respective successors and assigns (subject to the limitation on assignment set forth in Section 15 below), and no other person or persons shall have any right or remedy or other legal interest of any kind under or by reason of this Agreement. Whether or not either party hereto elects to employ any or all the rights, powers or remedies available to it hereunder, such party shall have no obligation or liability of any kind to any third party by reason of this Agreement or by reason of any of such party's actions or omissions pursuant hereto or otherwise in connection with this Agreement or the transactions contemplated hereby.

**SECTION 14. REMEDIES.** If Seller shall default hereunder prior to Closing, Purchaser shall be entitled as its sole remedies to terminate this Agreement, or exercise its cure rights as provided herein and, if necessary, seek specific performance against Seller. If Purchaser defaults hereunder prior to Closing, Seller's sole and exclusive remedy shall be to retain the Deposit as liquidated damages. If Purchaser terminates this Agreement in accordance with the terms and provisions hereof, Purchaser shall be entitled to the return of its Deposit.

**SECTION 15. MISCELLANEOUS.** This Agreement (including all Exhibits hereto) contains the entire agreement between the parties respecting the matters herein set forth and supersedes all prior agreements between the parties hereto respecting such matters. The table of contents and section headings shall not be used in construing this Agreement. This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois. Seller may not assign its rights or obligations under this Agreement. Purchaser may assign its rights under this Agreement to an affiliate of Purchaser without the prior written consent of Seller provided Purchaser shall remain liable hereunder for all of its obligations. Purchaser may not otherwise assign its rights hereunder without Seller's consent. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of this Agreement may not be amended, changed or modified orally,



but only by an agreement in writing signed by the party against whom any amendment, change or modification is sought.

**SECTION 16. NOTICES.** All notices and other communications which either party is required or desires to send to the other shall be in writing and shall be sent by messenger by a recognized overnight courier or by registered or certified mail, postage prepaid, return receipt requested. Notices and other communications shall be deemed to have been given on the earlier of actual receipt or the third business day after the date so mailed. Notices shall be addressed as follows:

- (a) To Purchaser:  
Simon Property Group, Inc.  
Merchants Plaza  
Indianapolis, Indiana 46204  
Attention: David Simon

with a copy to:

James M. Barkley  
Simon Property Group, Inc.  
Merchants Plaza  
Indianapolis, Indiana 46204

Bruce Gobeyn  
Simon Property Group, Inc.  
Real Estate Finance Department  
Merchants Plaza  
Indianapolis, Indiana 46204

and

D'Ancona & Pflaum  
30 North LaSalle Street  
Suite 2900  
Chicago, Illinois 60602  
Attention: Joel D. Rubin

(b) To Seller:

c/o LaSalle Partners Limited  
11 South LaSalle Street  
Chicago, Illinois 60603  
Attention: LaSalle Street Fund Portfolio Manager

with a copy to:

Olian & Associates  
11 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Jeffrey H. Olian

or to such other person and/or address as shall be specified by either party in a notice given to the other pursuant to the provisions of this Paragraph.

**SECTION 17. ATTORNEYS' FEES.** In the event either party institutes legal proceedings to enforce its rights hereunder, the prevailing party in such litigation shall be paid all reasonable expenses of the litigation by the losing party, including its attorneys' fees.

**SECTION 18. Third Party Offers.** Until the day after the scheduled Closing Date as extended pursuant hereto, unless prior thereto this transaction has been terminated pursuant to the

provisions hereof, Seller agrees not to provide any other prospective purchaser of the Project with any information in regard to the Project nor to have any discussions with such other prospective purchasers relating to the purchase of the Project.

SECTION 19. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

LA SALLE STREET FUND INCORPORATED,  
a Maryland corporation

By: 

Title: VP & Secretary

SIMON PROPERTY GROUP, L.P.,  
a Delaware limited partnership

By: Simon Property Group, Inc., a  
Maryland corporation, its  
general partner

By: 

Title: President

EXHIBIT "A"

TRACT 1:

LOTS 3, 4, 5 and 11, INDEPENDENCE CENTER, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof.

TRACT 2:

LOT 6, INDEPENDENCE CENTER, a subdivision in Independence, Jackson County, Missouri, according to the recorded plat thereof, and the following two Center Drive Parcels:

FIRST CENTER DRIVE PARCEL:

The following described tract lying within Center Drive, more particularly described as follows: Beginning at the most Easterly corner of Lot 6, in said subdivision; thence along the Easterly line of said Lot 6 South 15 degrees West 208.31 feet to the point of curvature; thence continuing along the Easterly line of said lot, in a Southwesterly direction along a curve to the right (having a radius of 678 feet) 355 feet to the point of tangency; thence continuing along the Easterly line of said lot South 45 degrees West 215.39 feet to the most Easterly corner of Lot 9, in said subdivision; thence along a line which is the prolongation of the Easterly line of said Lot 9 South 30 degrees East 57.98 feet to a point on the Southerly right of way line Center Drive,

LEGAL DESCRIPTION CONTINUED - TRACT 2:

as now established; thence along the Southerly and Easterly right of way line of said Center Drive North 45 degrees East 230.39 feet to the point of curvature; thence continuing along the Easterly right of way line of said Center Drive in a Northeasterly direction along a curve to the left (having a radius of 734 feet) 384.32 feet to the point of tangency; thence continuing along the Easterly right of way line of said Center Drive North 15 degrees East 264.31 feet; thence South 60 degrees West 79.20 feet to the point of beginning;

SECOND CENTER DRIVE PARCEL:

The following described tract lying within Center Drive, more particularly described as follows: Beginning at the most Westerly corner of said Lot 6, in said subdivision; thence along a line which is a prolongation of the common line between Lots 6 and 10 in said subdivision, South 55 degrees 55 minutes 38 seconds West 82.34 feet to a point on the Southerly right of way line of Center Drive, as now established; thence along the Southerly right of way line of said Center Drive South 54 degrees 48 minutes 45 seconds East 376.07 feet; thence along a line which is a prolongation of the common line between Lots 6 and 9 in said subdivision, North 30 degrees East 77.32 feet to a point on the Southerly line of said Lot 6, said point being also the most Westerly corner of said Lot 9, and said point being also on the Northerly right of way line of said Center Drive; thence along the Southerly line of said Lot 6 North 54 degrees 48 minutes 45 seconds West 339.93 feet to the point of beginning.

BUT EXCEPT that part of LOT 6 described as follows:

Beginning at the most Easterly corner of Lot 6, in said subdivision; thence along the Easterly line of said Lot 6 South 15 degrees West 208.31 feet to the point of curvature; thence continuing along the Easterly line of said lot, in a Southwesterly direction along a curve to the right (having a radius of 678 feet) 284.01 feet; thence leaving said Easterly line North 29 degrees 57 minutes 20 seconds West 348.50 feet to a point on the common line between Lots 6 and 8 in said subdivision, said point being 95.30 feet West of the most Southerly S.E. corner of said Lot 8; a distance of 95.30 feet to the most Southerly S.E. corner of said Lot 8; thence continuing along the common line between said Lots 6 and 8 North 60 degrees East 300.95 feet to the point of beginning.

TRACT 3:

All of LOT 7, INDEPENDENCE CENTER, a subdivision in Independence, Jackson County, Mo., according to the recorded plat thereof, and the following Center Drive Parcel:

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LEGAL DESCRIPTION CONTINUED - TRACT 3:

CENTER DRIVE PARCEL:

The following described tract lying within Center Drive, more particularly described as follows: Commencing at the center of Section 20, Township 49, Range 31, in said city and county; thence South 0 degrees 11 minutes 15 seconds East along the East line of the Northeast 1/4 of the Southwest 1/4 of said Section 50 feet to a point on the South line of the right of way of 39th Street as now established; thence West along said right of way parallel to and 50 feet South of the North line of said 1/4 1/4 section 286.69 feet; thence South 10 feet; thence South 88 degrees 05-1/2 minutes West along said right of way 379.26 feet; thence South 31 degrees 10 minutes East 100.22 feet to the point of curvature; thence in a Southerly direction along a curve to the right (having a radius of 181 feet) 98.46 feet to the point of tangency; thence South 204.09 feet to the point of curvature; thence in a Southwesterly direction along a curve to the right (having a radius of 181 feet) 94.77 feet to the point of tangency; thence South 30 degrees West 44.99 feet to the point of curvature; thence in a Southwesterly and Northwesterly direction along a curve to the right (having a radius of 95 feet) 222.07 feet to the point of tangency, said point being the true point of beginning of this tract; thence North 16 degrees 03 minutes 58 seconds West 295.48 feet to the point of curvature; thence in a Northwesterly direction along a curve to the left (having a radius of 381 feet) 92.66 feet to the point of tangency; thence North 30 degrees West 79.06 feet to the point of curvature; thence in a Northwesterly direction along a curve to the right (having a radius of 181 feet) 18.86 feet to a point on the South line of the right of way of 39th St.; thence South 81 degrees 34-3/4 minutes West along said right of way 12.72 feet to a point 112 feet South of the North line of said 1/4 1/4 section and at Sta. 18+00 of said 39th St.; thence South 33 degrees 43 minutes West 122.43 feet to a point 125 feet at right angles from Sta. 913+20 of survey center line of Interstate 470; thence in a Southeasterly direction along said right of way and along a curve to the right (having a radius of 3,114.48 feet) 549.02 feet to a point 125 feet at right angles from Sta. 907+92 of said center line; thence South 30 degrees 56-2/3 minutes East 178.38 feet to a point 190 feet at right angles from Sta. 906+35 of said center line; thence in a Southeasterly direction along a curve to the left (having a radius of 854.93 feet) 269.58 feet; thence leaving said right of way North 61 degrees East 72.88 feet; thence North 29 degrees West 85 feet; thence in a Northwesterly, Northerly and Northeasterly direction along a curve to the right (having a radius of 377 feet) and with an initial tangent bearing of North 11 degrees 43 minutes 38 seconds West 80.71 feet to a point on the Easterly right of way line of Center Drive as now established; thence along the Easterly right of way line of said drive North 29 degrees West 136.79 feet to the point of curvature; thence continuing along the Easterly right of way line of said drive in a Northerly direction along a curve to the right (having a radius of 500 feet) 112.87 feet to the point of tangency; thence continuing along the Easterly right of way line of said drive North 16 degrees 03 minutes 58 seconds West 149.94 feet to the true point of beginning.

LEGAL DESCRIPTION CONTINUED:

TRACT 4:

All that part of LOT 8, INDEPENDENCE CENTER, a subdivision in Independence, Jackson County, Mo., according to the recorded plat thereof, more particularly described as follows: Beginning at the N.E. corner of said Lot 8; thence West along the North line of said lot, 296 feet; thence South along the North most West line of said lot, 176.92 feet; thence in a Westerly direction along a curve to the left (having a radius of 622 feet) and with an initial tangent bearing of North 72 degrees 27 minutes 37 seconds West 190.41 feet to the point of tangency; thence West along the North line of said lot, 62.05 feet; thence South along the West line of said lot, 340.80 feet; thence along the Westerly line of said lot South 37 degrees 08 minutes 29 seconds West 189.74 feet (Plat - South 36 degrees 57 minutes 58 seconds West); thence North 59 degrees 58 minutes 40 seconds East 269.90 feet; thence North 0 degrees 01 minutes 41 seconds West 73.41 feet; thence North 59 degrees 28 minutes 19 seconds East 135.77 feet; thence North 56 degrees 31 minutes 41 seconds West 30.60 feet; thence North 59 degrees 28 minutes 19 seconds East 220.38 feet; thence in a Southeasterly direction along a curve to the right (having a radius of 634 feet) and with an initial tangent bearing of South 57 degrees 45 minutes 02 seconds East 98.98 feet to a point on the Easterly line of said Lot 8; thence along the Easterly line of said lot North 45 degrees East 17.43 feet to the point of curvature; thence continuing along the Easterly line of said lot in a Northerly direction along a curve to the left (having a radius of 183 feet) 143.73 feet to the point of tangency; thence North along said East line 151.35 feet to the point of beginning.

TRACT 5:

All that part of LOT 8, INDEPENDENCE CENTER, a subdivision in Independence, Jackson County, Mo., according to the recorded plat thereof, more particularly described as follows: Beginning at a point on the South line of said Lot 8, said point being 95.30 feet West of the most Southerly S.E. corner of said lot; thence North 29 degrees 57 minutes 20 seconds West 116.51 feet; thence South 60 degrees 51 minutes 36 seconds West 168.34 feet; thence South 49 degrees 56 minutes 07 seconds West 29.49 feet to a point on the South line of said lot; thence East along the South line of said lot 227.92 feet to the point of beginning.

TRACT 6:

All that part of LOT 6 and LOT 8, INDEPENDENCE CENTER, a subdivision in Independence, Jackson County, Mo., according to the recorded plat thereof, more particularly described as follows: Beginning at the N.E. corner of Lot 8, INDEPENDENCE CENTER, a subdivision in Independence, Jackson County, Mo; thence South along the East line of said lot 151.35 feet to the point of curvature; thence continuing along the East line of said lot in a Southerly direction along a curve to the right (having a radius of 183 feet) 143.73 feet to the point of tangency; thence continuing along the Easterly line of said lot South 45 degrees West

LEGAL DESCRIPTION CONTINUED - TRACT 6:

17.43 feet to the true point of beginning of this tract; thence continuing along the Easterly line of said lot South 45 degrees West 56 feet; thence continuing along the Easterly line of said lot in a Southeasterly direction along a curve to the right (having a radius of 578 feet) and with an initial tangent bearing of South 49 degrees 10 minutes 02 seconds East 193.36 feet to the point of compound curvature; thence continuing along the Easterly line of said Lot 8 in a Southerly direction along a curve to the right (having a radius of 388 feet) 304.73 feet to the point of tangency; thence continuing along the Easterly line of said lot South 15 degrees West 56 feet to the most Easterly corner of said Lot 8 and said point being also the most Easterly corner of Lot 6 in said subdivision; thence along the Easterly line of said Lot 6 South 15 degrees West 208.31 feet to the point of curvature; thence continuing along the Easterly line of said Lot 6, in a Southwesterly direction along a curve to the right (having a radius of 678 feet) 284.01 feet; thence leaving said Easterly lot line North 29 degrees 57 minutes 20 seconds West 348.50 feet to Point "A", said point being on the South line of said Lot 8, said point being also 95.30 feet West of the most Southerly S.E. corner of said lot; thence continuing North 29 degrees 57 minutes 20 seconds West 116.51 feet; thence South 60 degrees 51 minutes 36 seconds West 168.34 feet; thence South 49 degrees 56 minutes 07 seconds West 29.49 feet to a point on the South line of said Lot 8; thence West along the South line of said Lot 8, 25.94 feet to an angle point on said lot; thence along the Southwesterly line of said lot, North 30 degrees West 28.34 feet; thence North 60 degrees East 381.07 feet; thence North 29 degrees 59 minutes West 312 feet; thence South 59 degrees 58 minutes 40 seconds West 20.66 feet; thence North 0 degrees 01 minutes 41 seconds West 73.41 feet; thence North 59 degrees 28 minutes 19 seconds East 135.77 feet; thence North 56 degrees 31 minutes 41 seconds West 30.60 feet; thence North 59 degrees 28 minutes 19 seconds East 220.38 feet; thence in a Southeasterly direction along a curve to the right (having a radius of 634 feet) and with an initial tangent bearing of South 57 degrees 45 minutes 02 seconds East 98.98 feet to the true point of beginning.

TRACT 7:

All that part of LOT 9, INDEPENDENCE CENTER, a subdivision in Independence, Jackson County, Mo., according to the recorded plat thereof, more particularly described as follows: Beginning at the most Westerly N.W. corner of Lot 9, INDEPENDENCE CENTER, a subdivision in Independence, Jackson County, Mo; thence along the Northerly line of said lot South 60 degrees East 164.28 feet; thence South 29 degrees 55 minutes 54 seconds West 347.40 feet to a point on the Southerly line of said lot, said point being also on the Northerly right of way line of Center Drive; thence along the Southerly line of said lot North 54 degrees 48 minutes 45 seconds West 165.37 feet to the most Westerly corner of said lot; thence along the Westerly line of said lot North 30 degrees East 332.44 feet to the point of beginning.



LEGAL DESCRIPTION CONTINUED:

TRACT 8:

All that part of LOT 9, INDEPENDENCE CENTER, a subdivision in Independence, Jackson County, Mo., according to the recorded plat thereof, more particularly described as follows: Beginning at the most Easterly N.E. corner of Lot 9, INDEPENDENCE CENTER, a subdivision in Independence, Jackson County, Mo; thence along the Easterly line of said lot South 30 degrees East 473.65 feet to the most Easterly corner of said lot said point being also on the Northerly right of way line of Center Drive; thence along the Southerly line of said lot South 45 degrees West 61.10 feet to the point of curvature; thence continuing along the Southerly line of said lot in a Southwesterly direction along a curve to the right (having a radius of 678 feet) 52.80 feet; thence North 30 degrees 00 minutes 18 seconds West 441.13 feet; thence South 60 degrees West 28.50 feet; thence North 30 degrees 00 minutes 18 seconds West 60 feet to a point on the Northerly line of said lot; thence along the Northerly line of said lot North 60 degrees East 139.05 feet to the point of beginning.

TRACT 9:

Nonexclusive easements for construction, use of common areas and mall, utilities, repairs and maintenance of encroachments created and granted as appurtenances to the land created, defined and limited by that certain operating Agreement dated October 26, 1973, and recorded October 26, 1973, as Document No. I-167210, in Book I-478, Page 278, by and among Homart Development Co., Sears Roebuck and Company, Adcor Realty Corporation and R. H. Macy and Co., in, over, upon and under the shopping center site as defined in the aforesaid Operating Agreement.

TRACT 10:

Perpetual nonexclusive easement appurtenant to and for the benefit of the land for ingress and egress over and upon Ring Road as created and defined by that certain Operating Agreement filed October 26, 1973, as Document No. I-167210, in Book I-478, Page 278, by and among Homart Development Co., Sears, Roebuck and Co., Adcor Development Realty Corporation and R. H. Macy and Co., Inc., as defined in Section 4.11 of the aforesaid Operating Agreement.

TRACT 11:

Easements appurtenant to Tract 2 of Schedule A hereof, as created and defined in that certain Two Party Easement Agreement by Homart Development Co., and R. H. Macy and Co., Inc. dated October 26, 1973, and filed December 26, 1973, as Document No. I-171285, in Book I-489, at Page 1192.

LEGAL DESCRIPTION CONTINUED:

TRACT 12:

The following described tract lying within Center Drive, being a part of INDEPENDENCE CENTER, a subdivision of land in Independence, Jackson County, Mo., more particularly described as follows: Beginning at the Northeast corner of Lot 8 in said subdivision; thence along the East line of said lot due South 151.35 feet to the point of curvature; thence continuing along the Easterly line of said lot in a Southwesterly direction along a curve to the right (having a radius of 183 feet) 143.73 feet to the point of tangency; thence continuing along the Easterly line of said lot South 45 degrees West 73.43 feet; thence continuing along the Easterly line of said lot in a Southeasterly direction along a curve to the right (having a radius of 578 feet) and with an initial tangent bearing of South 49 degrees 10 minutes 02 seconds East 193.36 feet to the point of compound curvature; thence continuing along the Easterly line of said lot in a Southerly direction along a curve to the right (having a radius of 388 feet) and with an initial tangent bearing of South 30 degrees East 304.73 feet to the point of tangency; thence continuing along the Easterly line of said lot South 15 degrees West 56 feet to the most Easterly corner of said Lot 8; thence leaving said Easterly lot line North 60 degrees East 79.20 feet to a point on the Easterly right-of-way line of Center Drive as now established, said point being the point of curvature; thence along the Easterly right-of-way line of said drive in a Northerly direction along a curve to the left (having a radius of 444 feet) 348.72 feet to the point of compound curvature; thence continuing along the Easterly right-of-way line of said drive in a Northwesterly direction along a curve to the left (having a radius of 634 feet) and with an initial tangent bearing of North 30 degrees West 112.07 feet to the point of curvature; thence continuing Easterly right-of-way line of said drive in a Northwesterly and Northerly direction along a curve to the right (having a radius of 13 feet) and with an initial tangent bearing of North 44 degrees 24 minutes 11 seconds West 19.56 feet to the point of reverse curvature; thence continuing along the Easterly right-of-way line of said drive in a Northeasterly direction along a curve to the left (having a radius of 267 feet and with an initial tangent bearing of North 46 degrees 04 minutes 20 seconds East 214.68 feet to the point of tangency; thence continuing along the East right-of-way line of said drive due North 151.35 feet to a point on the South right-of-way line of 39th Street as now established; thence along the South right-of-way line of said 39th Street parallel to and 50 feet South of the North line of the Southeast 1/4 of Section 20, Township 49, Range 31 due West 84 feet to the point of beginning.

A-7

**EXHIBIT B**  
**ASSET INVENTORY**

**Independence Center**  
**Office Equipment & Supplies**

**Item:** Computer & Monitor  
**Location:** CenterPointe  
**Serial Model or ID #:** AXCEL 130 Model PB430A  
**Description:** for gift certificate use  
**Purchased From:** Office Depot  
**Purchase Date:** 3/3/94  
**Total Cost:** \$1,258.50

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**Item:** Printer  
**Location:** CenterPointe  
**Serial Model or ID #:** KXP-2123 #3HSBNF 76367  
**Description:** for gift certificate use  
**Purchased From:** Office Depot  
**Purchase Date:** 3/3/94  
**Total Cost:** \$245.50

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**Item:** TDD Telephone  
**Location:** Centerpointe  
**Serial Model or ID #:** TDD 2700 SN2700-19622  
**Description:** telecommunications device for the deaf  
**Purchased From:** AT&T  
**Purchase Date:** 2/22/94  
**Total Cost:** \$252.23

---

**Item:** (1) Gateway PC (2) Hewlett Packard Printer  
**Location:** Administrative Office  
**Serial Model or ID #:** (1) 1271110 (2) USBC113675  
**Description:** administrative projects  
**Purchased From:** LaSalle Partners  
**Purchase Date:** 4/22/93  
**Total Cost:** \$5,458.00

---

**Item:** File Cabinet  
**Location:** Central Plant  
**Serial Model or ID #:** N/A  
**Description:** 2 drawer legal size file cabinet (black)  
**Purchased From:** Sears  
**Purchase Date:** 1974  
**Total Cost:** \$120

**ASSET INVENTORY**

**Independence Center**

**Item:** File Cabinet  
**Location:** Central Plant  
**Serial Model or ID #:** N/A  
**Description:** 2 drawer legal size file cabinet (black)  
**Purchased From:** Sears  
**Purchase Date:** 1974  
**Total Cost:** \$120.00

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**Item:** File Cabinet  
**Location:** Central Plant  
**Serial Model or ID #:** N/A  
**Description:** 2 drawer file cabinet 18 d x 29 h x 36 w  
**Purchased From:** Sears  
**Purchase Date:** 1974  
**Total Cost:** \$260.00

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**Item:** File Cabinet  
**Location:** Central Plant  
**Serial Model or ID #:** N/A  
**Description:** 4 drawer legal size file cabinet (black)  
**Purchased From:** Sears  
**Purchase Date:** 1/20/84  
**Total Cost:** \$260

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**Item:** Desk  
**Location:** Central Plant  
**Serial Model or ID #:** Model 329041  
**Description:** Steel Case gold metal desk with wood grain top  
**Purchased From:** Scott-Rice  
**Purchase Date:** 8/29/74  
**Total Cost:** \$475

---

**Item:** Personal Computer  
**Location:** Central Plant  
**Serial Model or ID #:** EMC-12830604, IE114500103, MNG 14800180  
**Description:** Computer, Maxtor 7080A, Intel Coprocessor, Monitor  
**Purchased From:** American Computer Services  
**Purchase Date:** 2/14/92  
**Total Cost:** \$3,238.27

6-2

**ASSET INVENTORY**

**Independence Center**

**Item:** Office Chairs  
**Location:** Center Office  
**Serial Model or ID #:** 787-739-00-0160-11  
**Description:** Blue Side Chair  
**Purchased From:** Rainen Rents  
**Purchase Date:** 11/21/90  
**Total Cost:** \$242.45

---

**Item:** Office Chairs  
**Location:** Center Office  
**Serial Model or ID #:** 787-739-00-0160-11  
**Description:** Blue Side Chair  
**Purchased From:** Rainen Rents  
**Purchase Date:** 11/21/90  
**Total Cost:** \$242.45

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**Item:** Office Chairs  
**Location:** Center Office  
**Serial Model or ID #:** 787-739-00-0160-11  
**Description:** Blue Side Chair  
**Purchased From:** Rainen Rents  
**Purchase Date:** \$242.45  
**Total Cost:**

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**Item:** Office Chairs  
**Location:** Center Office  
**Serial Model or ID #:** 787-739-00-0160-11  
**Description:** Blue Side Chair  
**Purchased From:** Rainen Rents  
**Purchase Date:** 11/21/90  
**Total Cost:** \$242.45

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**Item:** Office Chairs  
**Location:** Center Office  
**Serial Model or ID #:** 787-739-00-0160-11  
**Description:** Blue Side Chair  
**Purchased From:** Rainen Rents  
**Purchase Date:** 11/21/90  
**Total Cost:** \$242.45

**B-3**

**ASSET INVENTORY**

**Independence Center**

**Item:** Office Chairs  
**Location:** Center Office  
**Serial Model or ID #:** 787-739-00-0160-11  
**Description:** Blue Side Chair  
**Purchased From:** Rainen Rents  
**Purchase Date:** 11/21/90  
**Total Cost:** \$242.45

---

**Item:** Office Chairs  
**Location:** Center Office  
**Serial Model or ID #:** 787-739-00-0160-11  
**Description:** Blue Side Chair  
**Purchased From:** Rainen Rents  
**Purchase Date:** 11/21/90  
**Total Cost:** \$242.45

---

**Item:** Office Chairs  
**Location:** Center Office  
**Serial Model or ID #:** 787-739-00-0160-11  
**Description:** Blue Side Chair  
**Purchased From:** Rainen Rents  
**Purchase Date:** 11/21/90  
**Total Cost:** \$242.45

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**Item:** Office Chairs  
**Location:** Center Office  
**Serial Model or ID #:** 787-739-00-0160-11  
**Description:** Blue Side Chair  
**Purchased From:** Rainen Rents  
**Purchase Date:** 11/21/90  
**Total Cost:** \$242.45

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**Item:** Office Chairs  
**Location:** Center Office  
**Serial Model or ID #:** 787-739-00-0160-11  
**Description:** Blue Side Chair  
**Purchased From:** Rainen Rents  
**Purchase Date:** 11/21/90  
**Total Cost:** \$242.45

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B-4

**ASSET INVENTORY**

**Independence Center**

**Item:** Office Chairs  
**Location:** Center Office  
**Serial Model or ID #:** 787-739-00-0160-11  
**Description:** Blue Side Chair  
**Purchased From:** Rainen Rents  
**Purchase Date:** 11/21/90  
**Total Cost:** \$242.45

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**Item:** Office Chairs  
**Location:** Center Office  
**Serial Model or ID #:** 983-730-87-0160-2  
**Description:** Junior Executive Chair  
**Purchased From:** Rainen Rents  
**Purchase Date:** 11/21/90  
**Total Cost:** \$320.04

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**Item:** Office Chairs  
**Location:** Center Office  
**Serial Model or ID #:** 983-730-87-0160-2  
**Description:** Junior Executive Chair  
**Purchased From:** Rainen Rents  
**Purchase Date:** 11/21/90  
**Total Cost:** \$320.04

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**Item:** Cartridge  
**Location:** Central Plant  
**Serial Model or ID #:** 99286N  
**Description:** "N" Font Cartridge  
**Purchased From:** Retail Data, Inc.  
**Purchase Date:** 1/28/90  
**Total Cost:** \$197.50

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**Item:** Printer  
**Location:** Central Plant  
**Serial Model or ID #:** HP3344OA  
**Description:** Lazer Jet Series II Printer  
**Purchased From:** Entire Computer Supply  
**Purchase Date:** 8/28/90  
**Total Cost:** \$1,444.00

# ASSET INVENTORY

## Independence Center

**Item:** 4-way printer switch box  
**Location:** Center Office  
**Serial Model or ID #:** QVS CA274-4  
**Description:** serial smart switch, 4-way electrical  
**Purchased From:** Entire Computer Supply  
**Purchase Date:** 8/28/90  
**Total Cost:** \$110.00

---

**Item:** Desk  
**Location:** Center office  
**Serial Model or ID #:** 32021  
**Description:** Steel Secretarial desk (gold-since painted blue)  
**Purchased From:** Scott Rice  
**Purchase Date:** 8/29/74  
**Total Cost:** \$483.92

---

**Item:** Desk  
**Location:** Center office  
**Serial Model or ID #:** 32021  
**Description:** Steel Secretarial desk (gold-since painted blue)  
**Purchased From:** Scott Rice  
**Purchase Date:** 8/29/74  
**Total Cost:** \$483.91

---

**Item:** Table  
**Location:** Center Office  
**Serial Model or ID #:** A-HPFT6030-BLK-WA  
**Description:** black/walnut 30 x 60" table (since painted blue)  
**Purchased From:** Schooley Office Products  
**Purchase Date:** 2/8/88  
**Total Cost:** \$198.79

---

**Item:** Epson Printer  
**Location:** Central Plant  
**Serial Model or ID #:** 06035188, S/N 06035188  
**Description:** Epson printer, FX286E EPS FX286E  
**Purchased From:** Entire Computer Supply  
**Purchase Date:** 1/25/88  
**Total Cost:** \$512.53



ASSET INVENTORY

Independence Center

Item: 4 drawer legal file cabinet  
Location: Center Office  
Serial Model or ID #: HON314C-L-Putty  
Description: 4 drawer legal file cabinet with lock - Putty  
Purchased From: Schooley Office Equipment  
Purchase Date: 8/28/87  
Total Cost: \$226.26

---

Item: 4 drawer legal file cabinet  
Location: Center Office  
Serial Model or ID #: HON314C-L-Putty  
Description: 4 drawer legal file cabinet with lock - Putty  
Purchased From: Schooley Office Equipment  
Purchase Date: 8/28/87  
Total Cost: \$226.26

---

Item: 4 drawer legal file cabinet  
Location: Center Office  
Serial Model or ID #: HON314C-L-Putty  
Description: 4 drawer legal file cabinet with lock - Putty  
Purchased From: Schooley Office Equipment  
Purchase Date: 8/28/87  
Total Cost: \$226.26

---

Item: 4 drawer legal file cabinet  
Location: Center Office  
Serial Model or ID #: HON314C-L-Putty  
Description: 4 drawer legal file cabinet with lock - Putty  
Purchased From: Schooley Office Equipment  
Purchase Date: 8/28/87  
Total Cost: \$226.26

---

Item: 4 drawer legal file cabinet  
Location: Center Office  
Serial Model or ID #: HON314C-L-Putty  
Description: 4 drawer legal file cabinet with lock - Putty  
Purchased From: Schooley Office Equipment  
Purchase Date: 8/28/87  
Total Cost: \$226.26

**ASSET INVENTORY**

**Independence Center**

**Item:** 4 Drawer Legal File Cabinet  
**Location:** Center office  
**Serial Model or ID #:** HON314C-L-Pty  
**Description:** 4 drawer legal file cabinet, lock for cabinet  
**Purchased From:** Schooley Office Products  
**Purchase Date:** 12/31/86  
**Total Cost:** \$212.16

---

**Item:** Printer  
**Location:** Central Plant  
**Serial Model or ID #:** S/N 8526-E  
**Description:** Printer OTC700  
**Purchased From:** Retail Data Service  
**Purchase Date:** 12/2/86  
**Total Cost:** \$1,000

---

**Item:** 2 drawer file cabinet  
**Location:** center office  
**Serial Model or ID #:** n/a  
**Description:** 2 drawer cabinet (legal size)  
**Purchased From:** Herald Office Equipment  
**Purchase Date:** 1/30/85  
**Total Cost:** \$174.66

---

**Item:** 2 drawer file cabinet  
**Location:** center office  
**Serial Model or ID #:** n/a  
**Description:** 2 drawer cabinet with rack  
**Purchased From:** Herald Office Equipment  
**Purchase Date:** 12/6/84  
**Total Cost:** \$174.66

---

**Item:** 2 drawer file cabinet  
**Location:** center office  
**Serial Model or ID #:** n/a  
**Description:** 2 drawer cabinet with rack  
**Purchased From:** Herald Office Equipment  
**Purchase Date:** 12/6/84  
**Total Cost:** \$174.66

---

**ASSET INVENTORY**

**Independence Center**

**Item:** GBC Combination Binding Machine  
**Location:** center office  
**Serial Model or ID #:** MN 450-KM; Ser.# 2807763  
**Description:** book binder  
**Purchased From:** Eichenberg Equipment Sales Co.  
**Purchase Date:** 1/20/83  
**Total Cost:** \$564.92

---

**Item:** Credenze  
**Location:** manager's office  
**Serial Model or ID #:**  
**Description:** w/chrome pulls and laminated top  
**Purchased From:** American Business Interiors  
**Purchase Date:** 8/9/74  
**Total Cost:** \$621.01

---

**Item:** Chair  
**Location:** center office - computer area  
**Serial Model or ID #:** K421P  
**Description:** executive chair/black  
**Purchased From:** Scott Rice  
**Purchase Date:** 8/29/74  
**Total Cost:** \$270.60

---

**Item:** double pedestal desk w/chrome pulls  
**Location:** management office  
**Serial Model or ID #:** 27236-32  
**Description:** walnut laminated top  
**Purchased From:** American Business Interiors  
**Purchase Date:** 8/9/74  
**Total Cost:** \$657.22

---

**Item:** projector  
**Location:** center office - conference room  
**Serial Model or ID #:** SN 1747  
**Description:** projector 9876  
**Purchased From:** Sears  
**Purchase Date:** 7/74  
**Total Cost:** \$126.66

ASSET INVENTORY

Independence Center

Item: credenza  
Location: center office  
Serial Model or ID #: 32N60  
Description:  
Purchased From: Scott Rice  
Purchase Date: 12/4/74  
Total Cost: \$447.59

---

Item: desk  
Location: center office  
Serial Model or ID #:  
Description: modular desk  
Purchased From: Sears  
Purchase Date: 1/73  
Total Cost: \$107.21

---

Item: stage equipment  
Location: marketing - Space 1020  
Serial Model or ID #: none  
Description: storage truck (1), unite (22), 3 step travel riser (1)  
Purchased From: Wenger Corp.  
Purchase Date: 3/75  
Total Cost: \$1,468.81

---

Item: credenza  
Location: property accountant - mgnt office  
Serial Model or ID #: 3KX7738N  
Description: black metal credenze w/wood grain formica top  
Purchased From: sears  
Purchase Date: 8/75  
Total Cost: \$138.07

---

Item: chair caddies  
Location: storage room Promo "B"  
Serial Model or ID #: KV-50  
Description: biege chair caddies  
Purchased From: Krueger  
Purchase Date: 4/23/81  
Total Cost: \$472.80

**ASSET INVENTORY**

**Independence Center**

**Item:** Weather tone-activated radio  
**Location:** central plant  
**Serial Model or ID #:** #73887 S/N 683-02937  
**Description:** emergency weather radio receiver  
**Purchased From:** City of Independence  
**Purchase Date:** 5/14/78  
**Total Cost:** \$151.00

---

**Item:** Pavey aplifier with pre-amplifier  
**Location:** behind stage and promotional storage (Marketing)  
**Serial Model or ID #:** series 400  
**Description:** Peavey amplifier & 2 sonic speakers/ Yamaha 85 mixer, one Kasino #4659 PA system and 2 Realistic speakers, 4 microphones and stands, 1 taplo 100 M  
**Purchased From:** David L. Bush/Radio Shack/Turner Music Co.  
**Purchase Date:** 5/10/79, 8/2/79, 10/30/79  
**Total Cost:** \$1,885.74

---

**Item:** Canon 35 mm camera outfit with lens  
**Location:** Central Plant  
**Serial Model or ID #:** G19183 camera  
**Description:** Canon 35 mm camera outfit with lens, 52 mm lens S/# 454505  
80 mm lens S/# 8406743, teleconverter  
**Purchased From:** Felix Camera  
**Purchase Date:** 12/11/79  
**Total Cost:** \$854.82

---

**Item:** ten 8' pegboard art screens (7 left)  
**Location:** promotional storage room  
**Serial Model or ID #:**  
**Description:** art screens  
**Purchased From:** Artco Services, Inc.  
**Purchase Date:** 5/31/81  
**Total Cost:** \$792.02

**ASSET INVENTORY**

**Independence Center**

---

**Item:** Lateral file  
**Location:** center office  
**Serial Model or ID #:** 836541  
**Description:** lateral file (putty colored)  
**Purchased From:** Steelcase  
**Purchase Date:** 6/29/81  
**Total Cost:** \$368.17

---

**Item:** lateral file  
**Location:** center office  
**Serial Model or ID #:** 836541  
**Description:** lateral file - putty colored  
**Purchased From:** Steelcase  
**Purchase Date:** 6/29/81  
**Total Cost:** \$368.18

---

**Item:** Ricoh Copier  
**Location:** Center office  
**Serial Model or ID #:** Model FT 5733  
**Description:** Richoh copier with sorter/stapler  
**Purchased From:** leased from Alco Management Service  
**Lease Dates:** 2/93 - 1/96 (36 months)  
**Total Cost:** \$10,036.00

---

**Item:** Gateway 2000 4DX-33 computer  
**Location:** central plant  
**Serial Model or ID #:** 1745675  
**Description:** Gateway 2000 mini desktop  
**Purchased From:** LaSalle Partners  
**Purchase Date:** 11/10/93  
**Total Cost:** \$1,997.00

---

**Item:** AT&T Fax Machine  
**Location:** Center Office  
**Serial Model or ID #:** 3514,465P  
**Description:** 3500 Fax Machine with memory phone  
**Purchased From:** Leased: AT&T  
**Lease Date:** 5/1/90-4/30/93  
**Total Cost:** \$1,165.25

**ASSET INVENTORY**

**Independence Center**

**Item:** Comuter monitor/modem/printer  
**Location:** Center Office - office manager  
**Serial Model or ID #:** Computer: 481838 Modem: AAV1926-10 Printer: 3140A69294  
**Description:** Gateway 386 computer with crystal scan monitor/Hewlett Packard III w/modem  
**Purchased From:** LaSalle Partners  
**Purchase Date:** 3/9/92  
**Total Cost:** \$6,784.00

---

**Item:** Hewlett Packard LaserJet IV  
**Location:** Center Office  
**Serial Model or ID #:** S# UST C121 089  
**Description:** Hewlett Packard LaserJet IV  
**Purchased From:** LaSalle Partners  
**Purchase Date:** 2/94  
**Total Cost:** \$1,504.11

---

**Item:** Gateway 2000 Computer/Monitor  
**Location:** Center Office - Adm. Asst.  
**Serial Model or ID #:** S# 2035345  
**Description:** Gateway 2000 4DX2-50V w/Crystal Scan Monitor 1572DG  
**Purchased From:** LaSalle Partners/Gateway  
**Purchase Date:** 2/94  
**Total Cost:** \$2,646.17

---

**Item:** Telephone system: Partner II Control Unit & Associated equipment  
**Location:** Center Office/Central Plant/Centerpointe  
**Serial Model or ID #:** 6050-CU1  
**Description:** Partner II control unit/206 module/400 module  
**Purchased From:** Leased w/option to buy from AT&T Credit Corporation  
**Lease Dates:** 60 months beginning 3/92  
**Total Cost:** \$7,512.00

---

**Item:** Cash Register  
**Location:** Centerpointe  
**Serial Model or ID #:** 4A085181  
**Description:** cash register for revenue transactions at the information booth  
**Purchased From:** Office Max, Inc.  
**Purchase Date:** 7/25/94  
**Total Cost:** \$137.75

---

**ASSET INVENTORY**

**Independence Center  
Interior Supplies**

---

**Item:** Gate (portable)  
**Location:** SW entrance (interior)  
**Serial Model or ID #:** Model 670-P Portagate  
**Description:** Kentucky Metal Products, Model 670-P portagate, bronze  
**Purchased From:** Overhead Door  
**Purchase Date:** 9/2/93  
**Total Cost:** \$3,278.00

---

**Item:** 40 childrens strollers  
**Location:** centerpointe  
**Serial Model or ID #:** 9400-3  
**Description:** blue childrens strollers  
**Purchased From:** Central Specialties, Ltd  
**Purchase Date:** 2/15/94  
**Total Cost:** \$4,479.20

---

**Item:** Wheel Chair  
**Location:** Centerpointe  
**Serial Model or ID #:** S#: 968524020-1 Model # 1511-01  
**Description:** 45 mall wheel maroon wheel chair  
**Purchased From:** Sears  
**Purchase Date:** 5/5/92  
**Total Cost:** \$329.95

---

**Item:** Bicycle Racks  
**Location:** Parking Lot - 39th Street  
**Serial Model or ID #:** PO 191  
**Description:**  
**Purchased From:** Inter City Welding & manuf.  
**Purchase Date:** 9/24/74  
**Total Cost:** \$234.00



**ASSET INVENTORY**

**Independence Center**

**Item:** self contained trash compactor  
**Location:** truckcourt "G"  
**Serial Model or ID #:**  
**Description:** 40 yard  
**Purchased From:** Deffenbaugh Trash  
**Purchase Date:**  
**Total Cost:**

---

**Item:** industrial compactor  
**Location:** truck court  
**Serial Model or ID #:** 53741  
**Description:**  
**Purchased From:** McClain Industries  
**Purchase Date:** 4/74  
**Total Cost:** \$3,900.00

---

**Item:** Industrial compactor  
**Location:** truck court  
**Serial Model or ID #:** 53742  
**Description:**  
**Purchased From:** McClain Industries  
**Purchase Date:** 4/74  
**Total Cost:** \$3,900.00

---

**Item:** Industrial compactor  
**Location:** truck court  
**Serial Model or ID #:** 53743  
**Description:**  
**Purchased From:** McClain Industries  
**Purchase Date:** 4/74  
**Total Cost:** \$3,900

**ASSET INVENTORY**

**Independence Center**

**Item:** Industrial compactor  
**Location:** truck court  
**Serial Model or ID #:** 53744  
**Description:**  
**Purchased From:** McClain Industries  
**Purchase Date:** 4/74  
**Total Cost:** \$3,900

---

**Item:** Industrial compactor  
**Location:** truck court  
**Serial Model or ID #:** 53739  
**Description:**  
**Purchased From:** McClain Industries  
**Purchase Date:** 4/74  
**Total Cost:** \$3,900.00

---

**Item:** Insectocutor (5)  
**Location:** common area exterior  
**Serial Model or ID #:** 5302-50364  
**Description:**  
**Purchased From:** Lystads, inc.  
**Purchase Date:** 2/20/78  
**Total Cost:** \$372.02 each

---

**Item:** 3 redwood forum benches  
**Location:** common area exterior  
**Serial Model or ID #:** 39V1996  
**Description:** redwood, LF-20, Flat Black  
**Purchased From:** Landscape Forms, Inc.  
**Purchase Date:** 4/4/78  
**Total Cost:** \$1,212.74

---

**Item:** Mural  
**Location:** Interior  
**Serial Model or ID #:**  
**Description:** 8'x20' mural plus mounting kit  
**Purchased From:** Thomas M. Brady, Inc.  
**Purchase Date:** 2/15/91  
**Total Cost:** \$2,000

**ASSET INVENTORY**

**Independence Center**

**Item:** Mural  
**Location:** interior  
**Serial Model or ID #:**  
**Description:** 8'x24' mural plus mounting kits  
**Purchased From:** Thomas M. Brady, Inc.  
**Purchase Date:** 2/15/91  
**Total Cost:** \$2,000

---

**Item:** Mural  
**Location:** interior  
**Serial Model or ID #:**  
**Description:** 8'x20' mural plus mounting kits  
**Purchased From:** Thomas M. Brady, Inc.  
**Purchase Date:** 2/15/91  
**Total Cost:** \$2,000

---

**Item:** Mural  
**Location:** interior  
**Serial Model or ID #:**  
**Description:** 8'x28' mural plus mounting kit  
**Purchased From:** Thomas M. Brady, Inc.  
**Purchase Date:** 2/15/91  
**Total Cost:** \$2,000

---

**Item:** Mural  
**Location:** Interior  
**Serial Model or ID #:**  
**Description:** 8'x12' mural plus mounting kit  
**Purchased From:** Thomas M. Brady, Inc.  
**Purchase Date:** 2/15/91  
**Total Cost:** \$2,000

---

**Item:** Mural  
**Location:** interior  
**Serial Model or ID #:**  
**Description:** 8'x24' mural plus mounting kit  
**Purchased From:** Thomas M. Brady, Inc.  
**Purchase Date:** 2/15/91  
**Total Cost:** \$2,000

**ASSET INVENTORY**

**Independence Center**

**Item:** Modular facade unit  
**Location:** interior  
**Serial Model or ID #:**  
**Description:** modular facade unit for 30'2" storefront  
**Purchased From:** Thomas M. Brady  
**Purchase Date:** 2/15/91  
**Total Cost:** \$2,000

---

**Item:** Modular Facade Unit  
**Location:** interior  
**Serial Model or ID #:**  
**Description:** modular facade unit for 22'x8" storefront  
**Purchased From:** Thomas M. Brady, Inc.  
**Purchase Date:** 2/15/91  
**Total Cost:** \$2,000

---

**Item:** Mural  
**Location:** interior  
**Serial Model or ID #:**  
**Description:** 8'x16' mural plus mounting kit  
**Purchased From:** Thomas M. Brady, Inc.  
**Purchase Date:** 2/15/91  
**Total Cost:** \$2,000

---

**Item:** Mural  
**Location:** interior  
**Serial Model or ID #:**  
**Description:** 8'x28' mural plus mounting kit  
**Purchased From:** Thomas M. Brady, Inc.  
**Purchase Date:** 2/15/91  
**Total Cost:** \$2,000

---

**Item:** Portable KWH Meter  
**Location:** central plant  
**Serial Model or ID #:** S# 33009921  
**Description:** four wire meter with demand register  
**Purchased From:** Robert D. Stafford  
**Purchase Date:** 4/6/76  
**Total Cost:** \$125.00

**ASSET INVENTORY**

**Independence Center**

**Item:** Dome top Waste Receptacle (4)  
**Location:** interior common area  
**Serial Model or ID #:** UMRR1536-MCGL  
**Description:** dome top waste receptacle w/ steel liner, mirror chrome, 15 gallon 15" diameter, 36" high  
**Purchased From:** American Hotel Register Co.  
**Purchase Date:** 12/29/86  
**Total Cost:** \$172.03 each

---

**Item:** Rubbermaid Trash Container (4)  
**Location:** common area - interior  
**Serial Model or ID #:** 8440  
**Description:** Rubbermaid beige trash container  
**Purchased From:** Prime Market Distributors Inc.  
**Purchase Date:** 11/24/86  
**Total Cost:** \$135.17

---

**Item:** Mall Display Case (6)  
**Location:** common area  
**Serial Model or ID #:**  
**Description:** brass & glass cube  
**Purchased From:** Artco Services  
**Purchase Date:** 2/5/85  
**Total Cost:** \$3,073.97 each

---

**Item:** Kiddie Electric Train  
**Location:** "common area  
**Serial Model or ID #:** S# 97 ME CB  
**Description:** "old timer" train ride w/ 1 engine, 1 coal car, 1 caboose, track, transformer, wiring, ticket booth  
**Purchased From:** Ward manufacturing Co.  
**Purchase Date:** 3/21/84  
**Total Cost:** \$15,324.55

ASSET INVENTORY

Independence Center

Item: Battery Charger  
Location: central plant  
Serial Model or ID #: M# NLN7966A S# O7C05711C02C  
Description: Motorola 6 slot battery/radio charger  
Purchased From: Motorola  
Purchase Date: 6/7/84  
Total Cost: \$433

---

Item: Battery charger  
Location: security office  
Serial Model or ID #: M# NLN 7966A CE 4020  
Description: Motorola 6-slot battery/radio charger for HT 90 FM radio  
Purchased From: Motorola  
Purchase Date: 6/7/84  
Total Cost: \$433

---

Item: Battery Charger  
Location: Central Plant  
Serial Model or ID #: M# NLN 7175A  
Description: 7.5 V single slot batter/radio charger for "Expo" FM Radio  
Purchased From: Motorola  
Purchase Date: 8/17/84  
Total Cost: \$85

---

Item: Battery Charger  
Location: Security Office  
Serial Model or ID #: M# NLN 7175A  
Description: 7.5 V single slot Batter/radio charger for "Expo" FM radio  
Purchased From: Motorola  
Purchase Date: 8/17/84  
Total Cost: \$85.00

---

Item: Battery Charger  
Location: Center Office  
Serial Model or ID #: M# NLN 7175A  
Description: 7.5 V single slot battery/radio charger for "Expo" FM Radio  
Purchased From: Motorola  
Purchase Date: 8/17/84  
Total Cost: \$85

ASSET INVENTORY

Independence Center

Item: Battery Charger  
Location: Center Office  
Serial Model or ID #: M# NLN 7175A  
Description: 7.5 V single slot battery/radio charger for "Expo" FM radio  
Purchased From: Motorola  
Purchase Date: 8/17/84  
Total Cost: \$85

---

Item: Handi Talkie  
Location: Security Office  
Serial Model or ID #: M# H23FFN3100E S#N44F58  
Description: Motorola HT 220 2-way 1 channel FM radio  
Purchased From: Motorola  
Purchase Date: 5/74  
Total Cost: \$1,200

---

Item: Handi Talkie  
Location: Cleaning Office  
Serial Model or ID #: M# H23FFN3100E S#N44F48  
Description: Motorola HT 220 2-way 1 channel FM radio  
Purchased From: Motorola  
Purchase Date: 5/74  
Total Cost: \$1,200

---

Item: Handi Talkie  
Location: Central Plant  
Serial Model or ID #: M# H23FFN3100E S# 231AGC 0244  
Description: HT 220 2 way, 1 channel FM radio  
Purchased From: Motorola  
Purchase Date: 5/74  
Total Cost: \$1,200

---

Item: Handie Talkie  
Location: Central Plant  
Serial Model or ID #: S# 83B0249C02 M# H23FFN 3100RN  
Description: HT 220 2-way, 1 channel FM radio  
Purchased From: Motorola  
Purchase Date: 2/7/90  
Total Cost:

**ASSET INVENTORY**

**Independence Center**

**Item:** Handi Talkie  
**Location:** center office  
**Serial Model or ID #:** H33XPB3120A S#605AJN0158  
**Description:** 2 watt, 2 channel, 2 way FM radio  
**Purchased From:** Motorola  
**Purchase Date:** 8/17/84  
**Total Cost:** \$892.50

---

**Item:** Handi Talkie  
**Location:** center office  
**Serial Model or ID #:** H33XPB3120A S# 605AJN0155  
**Description:** 2 watt, 2 channel, 2 way FM radio  
**Purchased From:** Motorola  
**Purchase Date:** 8/17/84  
**Total Cost:** \$892.50

---

**Item:** Handie Talkie  
**Location:** central plant  
**Serial Model or ID #:** H33XPB 3120A S# 605 AJN0157  
**Description:** 2 watt, 2 channel, 2 way  
**Purchased From:** Motorola  
**Purchase Date:** 8/17/84  
**Total Cost:** \$892.50

---

**Item:** Handie Talkie  
**Location:** central plant  
**Serial Model or ID #:** HT90 S# 476AJL1624  
**Description:** 2 channel, 2 way FM radio  
**Purchased From:** Motorola  
**Purchase Date:** 6/7/84  
**Total Cost:** \$484.00

---

**Item:** Handie Talkie  
**Location:** central plant  
**Serial Model or ID #:** HT 90 S# 476AJL 1621  
**Description:** 2 channell, 2 way FM radio  
**Purchased From:** Motorola  
**Purchase Date:** 6/7/84  
**Total Cost:** \$484.00



**ASSET INVENTORY**

**Independence Center**

**Item:** Handie Talkie  
**Location:** central plant  
**Serial Model or ID #:** HT 90 S# 476AJL 1620  
**Description:** 2 channel, 2 way, FM radio  
**Purchased From:** Motorola  
**Purchase Date:** 6/7/84  
**Total Cost:** \$484.00

---

**Item:** Handie Talkie  
**Location:** central plant  
**Serial Model or ID #:** HT 90 S# 476AJL 1622  
**Description:** 2 channel, 2 way FM radio  
**Purchased From:** Motorola  
**Purchase Date:** 6/7/84  
**Total Cost:** \$484.00

---

**Item:** Handie Talkie  
**Location:** central plant  
**Serial Model or ID #:** HT 90 S#476AJL1623  
**Description:** 2 channel, 2 way FM radio  
**Purchased From:** Motorola  
**Purchase Date:** 6/7/84  
**Total Cost:** \$484.00

---

**Item:** Handie Talkie  
**Location:** Security office  
**Serial Model or ID #:** HT 90 S#476AJL1626  
**Description:** 2 channel, 2 way FM radio  
**Purchased From:** Motorola  
**Purchase Date:** 6/7/84  
**Total Cost:** \$484.00

---

**Item:** Handie Talkie  
**Location:** security office  
**Serial Model or ID #:** HT 90 S#476AJL1629  
**Description:** 2 channel, 2 way FM radio  
**Purchased From:** Motorola  
**Purchase Date:** 6/7/84  
**Total Cost:** \$484.00

**ASSET INVENTORY**

**Independence Center**

**Item:** Handie Talkie  
**Location:** security office  
**Serial Model or ID #:** HT 90 S#476 AKS 0323  
**Description:** 2 channel, 2 way FM radio  
**Purchased From:** Motorola  
**Purchase Date:** 6/7/84  
**Total Cost:** \$484.00

---

**Item:** Handie Talkie  
**Location:** security office  
**Serial Model or ID #:** HT 90 S#476AJL1627  
**Description:** 2 channel, 2 way FM radio  
**Purchased From:** Motorola  
**Purchase Date:** 6/7/84  
**Total Cost:** \$484.00

---

**Item:** Handie Talkie  
**Location:** security office  
**Serial Model or ID #:** HT 90 S#476AJL1628  
**Description:** 2 channel, 2 way FM radio  
**Purchased From:** Motorola  
**Purchase Date:** 6/7/84  
**Total Cost:** \$484.00

---

**Item:** Base Radio Set  
**Location:** Center Office  
**Serial Model or ID #:** M# L43TRK3132AH S# 414FJL0120  
**Description:** base FM radio set, 2 channel 45 W  
**Purchased From:** Motorola  
**Purchase Date:** 6/12/84  
**Total Cost:** \$1,452.00

---

**Item:** Base Radio Set  
**Location:** Centerpointe  
**Serial Model or ID #:** M# T1882B S# 448CJS1478  
**Description:** Base FM radio set, 2 channel 45W  
**Purchased From:** Motorola  
**Purchase Date:** 9/6/84  
**Total Cost:** \$551.00

**ASSET INVENTORY**

**Independence Center**

**Item:** Encoder  
**Location:** Center Office  
**Serial Model or ID #:** M# L347AE  
**Description:** Pager communicator  
**Purchased From:** Motorola  
**Purchase Date:** 9/6/84  
**Total Cost:** \$390.00

---

**Item:** Speaker Microphone  
**Location:** Central Plant  
**Serial Model or ID #:** M# NMN 6095A  
**Description:** lapel microphone to attach to HT 90 FM Radio  
**Purchased From:** Motorola  
**Purchase Date:** 12/11/87  
**Total Cost:** \$107.00

---

**Item:** Speaker Microphone  
**Location:** Central Plant  
**Serial Model or ID #:** M# NMN 6095A  
**Description:** lapel microphone to attach to HT 90 FM Radio  
**Purchased From:** Motorola  
**Purchase Date:** 12/11/87  
**Total Cost:** \$107.00

---

**Item:** Speaker Microphone  
**Location:** Central Plant  
**Serial Model or ID #:** M# NMN 6095A  
**Description:** lapel microphone to attach to HT 90 FM Radio  
**Purchased From:** Motorola  
**Purchase Date:** 12/11/87  
**Total Cost:** \$107.00

ASSET INVENTORY

Independence Center

**Item:** Boutique Benches - 10 each benches  
**Location:** seating areas  
**Serial Model or ID #:** N/A  
**Description:** wood slat benches 6' long oak w/steel tube frame  
**Purchased From:** Arthur Rogers & Assoc.  
**Purchase Date:** 12/75  
**Total Cost:** \$4,075.87

---

**Item:** 7 redwood forum benches  
**Location:** common area interior  
**Serial Model or ID #:** 39V1972  
**Description:** redwood, LF-20 finish, flat black  
**Purchased From:** Landscape Forms, Inc.  
**Purchase Date:** 4/4/78  
**Total Cost:** \$1,812.46

---

**Item:** Sign Holders (6) (3 left)  
**Location:** truck court "G"  
**Serial Model or ID #:** SHB-22  
**Description:** midnight silver sign holders  
**Purchased From:** HMC  
**Purchase Date:** 5/26/83  
**Total Cost:** \$602.15

---

**Item:** Speakers (2)  
**Location:** Boutique stage  
**Serial Model or ID #:** #47739  
**Description:** hot spots  
**Purchased From:** Superior Sounds  
**Purchase Date:** 5/20/83  
**Total Cost:** \$200.69

---

**Item:** Stage  
**Location:** used in common areas  
**Serial Model or ID #:**  
**Description:** fold up stage - portable  
**Purchased From:**  
**Purchase Date:**  
**Total Cost:**

**ASSET INVENTORY**

**Independence Center**

**Item:** Wheelchair  
**Location:** Centerpointe  
**Serial Model or ID #:** n/a  
**Description:** wheelchair for customer use  
**Purchased From:** an individual  
**Purchase Date:** 8/27/94  
**Total Cost:** \$100.00

---

**Item:** Planters (2)  
**Location:** Common Area  
**Serial Model or ID #:** BOPC - 3624  
**Description:** Bombay collection planter. Color: black Finish: smooth 36" dia. x 24" high  
**Purchased From:** Hines III, Inc.  
**Purchase Date:** 10/31/91  
**Total Cost:** \$302.40 each = \$604.80

---

**Item:** Planters (4)  
**Location:** common area  
**Serial Model or ID #:** BOPC - 3630  
**Description:** Bombay collection planter. Color: black Finish smooth 36" dia x 30" high  
**Purchased From:** Hines III, Inc.  
**Purchase Date:** 10/31/91  
**Total Cost:** \$352.10 each = \$1,408.40

---

**Item:** Planters (8)  
**Location:** common area  
**Serial Model or ID #:** BOPC - 4830  
**Description:** Bombay collection planter. Color: black Finish smooth 48" dia x 30" high  
**Purchased From:** Hines III, Inc.  
**Purchase Date:** 10/31/91  
**Total Cost:** \$504.20 each = \$4,037.60

---

**Item:** Planters (2)  
**Location:** common area  
**Serial Model or ID #:** BOPC - 6024  
**Description:** Bombay collection planter. Color: black Finish smooth 60" dia x 24" high  
**Purchased From:** Hines III, Inc.  
**Purchase Date:** 10/31/91  
**Total Cost:** \$711.20 each = \$1,422.40

---

**ASSET INVENTORY**

**Independence Center**

**Item:** Trash Cans (30)  
**Location:** common area  
**Serial Model or ID #:** RTCS - 2340  
**Description:** Reinforced Collection Trash. Color: black Finish smooth 23" dia x 40" high  
**Purchased From:** Hines III, Inc.  
**Purchase Date:** 10/31/91  
**Total Cost:** \$265.20 each = \$7,956.00

---

**Item:** Ash Cans (50)  
**Location:** common area  
**Serial Model or ID #:** RAC - 1322  
**Description:** Reinforced Collection Ash. Color: black Finish smooth 13" dia x 22" high  
**Purchased From:** Hines III, Inc.  
**Purchase Date:** 10/31/91  
**Total Cost:** \$102.60 each = \$5,130.00

---

**Item:** Trash Cans (30)  
**Location:** common area  
**Serial Model or ID #:** RTCS - 2430  
**Description:** Reinforced Collection Trash. Color: black Finish smooth 24" dia x 30" high  
**Purchased From:** Hines III, Inc.  
**Purchase Date:** 10/31/91  
**Total Cost:** \$310.20 each = \$23,265.00

**ASSET INVENTORY**

**Independence Center  
Exterior Supplies**

**Item:** Golf Cart  
**Location:** exterior  
**Serial Model or ID #:** Stock 4988  
**Description:** 1990 club car electric, stock 4988, folding windshield with strobe light  
**Purchased From:** M&M Golf Carts  
**Purchase Date:** 8/18/93  
**Total Cost:** \$3,863.33

---

**Item:** Water Tank  
**Location:** central plant  
**Serial Model or ID #:** 106724 ID# 049  
**Description:** used to water exterior trees 425 gal. plastic  
**Purchased From:** Feldmans  
**Purchase Date:** 6/24/92  
**Total Cost:** \$223.90

---

**Item:** Hi pressure washer/drain cleaner  
**Location:** exterior  
**Serial Model or ID #:** GPW 1000-60, S# 4921  
**Description:** 1000 PSI - 2.2 GPM 1-1/2 HP  
**Purchased From:** Goodway tools Corp.  
**Purchase Date:** 1/20/92  
**Total Cost:** \$1,398.79

---

**Item:** Truck Bed Liner  
**Location:** Exterior  
**Serial Model or ID #:** 209756  
**Description:** Chevy truck bed liner  
**Purchased From:** Feldmans  
**Purchase Date:** 11/20/90  
**Total Cost:** \$137.35

**ASSET INVENTORY**

**Independence Center**

**Item:** Battery Charger  
**Location:** central plant  
**Serial Model or ID #:** M# 934.718331 S# DO 41126  
**Description:** battery charger 6,12,24 volt  
**Purchased From:** Sears  
**Purchase Date:** 3/21/90  
**Total Cost:** \$245.04

---

**Item:** Wald Model Jr. Parking Lot Striper  
**Location:** Central Plant  
**Serial Model or ID #:** 3052 S# 1074  
**Description:** 3 wheel exterior paint striper  
**Purchased From:** prismo Universal Corp  
**Purchase Date:** 8/28/74  
**Total Cost:** \$678.30

---

**Item:** Snow Blower  
**Location:** central plant  
**Serial Model or ID #:** M# 536 918000 S# 9165  
**Description:** Craftsman Snow blower  
**Purchased From:** Sears  
**Purchase Date:** 10/6/80  
**Total Cost:** \$235.40

---

**Item:**  
**Location:**  
**Serial Model or ID #:**  
**Description:**  
**Purchased From:**  
**Purchase Date:**  
**Total Cost:**

---

**Item:**  
**Location:**  
**Serial Model or ID #:**  
**Description:**  
**Purchased From:**  
**Purchase Date:**  
**Total Cost:**



ASSET INVENTORY

Independence Center  
Central Plant

Item: Fiber Glass Ladder  
Location: Central Plant & interior  
Serial Model or ID #: FE 3220  
Description: Extension ladder  
Purchased From: AAA Rent All  
Purchase Date: 6/29/94  
Total Cost: \$201.18

---

Item: Time Clock  
Location: Central Plant  
Serial Model or ID #: J81303LN  
Description: Time clock, card rack & box of time cards  
Purchased From: Simplex Time Recorder  
Purchase Date: 7/5/94  
Total Cost: \$529.46

---

Item: CD ROM Drive  
Location: central plant  
Serial Model or ID #: 1745675  
Description: CD ROM Drive double speek Sony 33-installed in central plant computer  
Purchased From: Gateway 2000  
Purchase Date: 4/27/94  
Total Cost: \$173.00

---

Item: 8' Ladder  
Location: central plant  
Serial Model or ID #: n/a  
Description: 8' fiberglass latter  
Purchased From: Builders Square  
Purchase Date: 4/1/93  
Total Cost: \$119

---

Item: 8' Ladder  
Location: central plant  
Serial Model or ID #: N/A  
Description: 8' fiberglass ladder  
Purchased From: Builder's Square  
Purchase Date: 4/1/93  
Total Cost: \$119

ASSET INVENTORY

Independence Center

Item: 10' Ladder  
Location: central plant  
Serial Model or ID #: n/a  
Description: 10' fiberglass ladder  
Purchased From: Builder's Square  
Purchase Date: 4/1/93  
Total Cost: \$138

---

Item: Halogen Leak Detector  
Location: central plant  
Serial Model or ID #: n/a  
Description: refrigerant leak detector  
Purchased From: Sears  
Purchase Date: 1974  
Total Cost: \$165

---

Item: 8' ladder  
Location: central plant  
Serial Model or ID #: 6208  
Description: 8' Fiberglass - non conductive step latter  
Purchased From: Central States Equipment Inc.  
Purchase Date: 7/13/88  
Total Cost: \$112.00

---

Item: 10' ladder  
Location: central plant  
Serial Model or ID #: n/a  
Description: 10' fiberglass - non conductive step ladder  
Purchased From: Central States Equipment inc.  
Purchase Date:  
Total Cost:

**ASSET INVENTORY**

**Independence Center**

**Item:** 12' ladder  
**Location:** central plant  
**Serial Model or ID #:** n/a  
**Description:** 12' fiberglass - non conductive step ladder  
**Purchased From:** Central States Equipment Inc.  
**Purchase Date:**  
**Total Cost:**

---

**Item:** Power Unit  
**Location:** central plant  
**Serial Model or ID #:** series L7 S# AO6#8951  
**Description:** square D - 150 amp portable breaker box for promotions  
**Purchased From:** Missouri Valley Electric  
**Purchase Date:** 1974  
**Total Cost:** \$220.00

---

**Item:** Drill  
**Location:** central plant  
**Serial Model or ID #:** M# 1330 S# 3370174  
**Description:** 1/2" super duty drill for lowering polo lights  
**Purchased From:**  
**Purchase Date:** 1974  
**Total Cost:** \$350.00

---

**Item:** Fastener Gun  
**Location:** central plant  
**Serial Model or ID #:** Ramset S# G139140 M# 4160  
**Description:** 22 cal. power fastener gun  
**Purchased From:**  
**Purchase Date:**  
**Total Cost:** \$325.00

---

**Item:** Labeling machine  
**Location:** central plant  
**Serial Model or ID #:** M# 2300 DYM 0  
**Description:** 1/2" tape embossing machine - letters & Numbers  
**Purchased From:**  
**Purchase Date:** 1974  
**Total Cost:** \$135.00

**ASSET INVENTORY**

**Independence Center**

**Item:** camera  
**Location:** central plant  
**Serial Model or ID #:** SUN 660 autofocus  
**Description:** Poloroid automatic camera  
**Purchased From:** Sears  
**Purchase Date:** 3/18/85  
**Total Cost:** \$135

---

**Item:** Magnehelic & Water Guage  
**Location:** central plant  
**Serial Model or ID #:** S# 70331A118 - Cat # 2001C  
**Description:** measures static pressure of water from 0 to 1.0 inch  
**Purchased From:** Dwyer Controls  
**Purchase Date:** 1976  
**Total Cost:** \$135

---

**Item:** Amp Meter  
**Location:** central plant  
**Serial Model or ID #:** M# 4x221  
**Description:** 300 amp 1 600 volt Dayton ammeter  
**Purchased From:** WW Grainger  
**Purchase Date:** 1979  
**Total Cost:** \$105

---

**Item:** Amp Meter  
**Location:** central plant  
**Serial Model or ID #:** TIF 1000  
**Description:** 1000 amp & 1000 volt meter  
**Purchased From:** WW Grainger  
**Purchase Date:** 8/29/84  
**Total Cost:** \$165

**ASSET INVENTORY**

**Independence Center**

**Item:** Electric Sight Glass  
**Location:** central plant  
**Serial Model or ID #:** TIF 4000  
**Description:**  
**Purchased From:** Superior Supply  
**Purchase Date:** 4/24/86  
**Total Cost:** \$189.95

---

**Item:** Digital Photoelectric Tachometer  
**Location:** central plant  
**Serial Model or ID #:** S# 95014 TIF MOD 770  
**Description:**  
**Purchased From:** WW Grainger  
**Purchase Date:** 2/20/87  
**Total Cost:** \$160.56

---

**Item:** Cart  
**Location:** central plant  
**Serial Model or ID #:** n/a  
**Description:** 2 handle, 4 wheel, heavy duty, cart 27" x 54"  
**Purchased From:**  
**Purchase Date:** 1974  
**Total Cost:** \$625.00

---

**Item:** Cart  
**Location:** central plant  
**Serial Model or ID #:** n/a  
**Description:** single handle, 4 wheel, heavy duty cart 30" x 60  
**Purchased From:**  
**Purchase Date:** 1974  
**Total Cost:** \$575.00

---

**Item:** Hydrometer meters (2)  
**Location:** central plant  
**Serial Model or ID #:** n/a  
**Description:** test guages to measure water n PSI "Taylor"  
**Purchased From:** Quality Industrial Products  
**Purchase Date:** 1974  
**Total Cost:** \$210.00

# ASSET INVENTORY

## Independence Center

**Item:** Temperature Recorder  
**Location:** central plant  
**Serial Model or ID #:** M# LT 8100 S# 340048  
**Description:** -50° to 250° F temperature recorder  
**Purchased From:** Superior Supply  
**Purchase Date:** 1975  
**Total Cost:** \$250

---

**Item:** Digital Thermometer  
**Location:** Central Plant  
**Serial Model or ID #:** SKF 729117A  
**Description:** electronic digital thermometer -50° to 1200° C temperature recorder  
**Purchased From:** Industrial Bearing  
**Purchase Date:** 1981  
**Total Cost:** \$145

---

**Item:** Portable Grinder  
**Location:** central plant  
**Serial Model or ID #:** 315.11560 S# P5249  
**Description:** hand held electric grinder  
**Purchased From:** Sears  
**Purchase Date:** 1975  
**Total Cost:** \$110

---

**Item:** Water Treatment Container (4)  
**Location:** central plant  
**Serial Model or ID #:** n/a  
**Description:** 65 gal. plastic drum used to store water treatment chemical on property  
**Purchased From:** Garratt-Callahan Chemical Co.  
**Purchase Date:** 6/2/92  
**Total Cost:** \$328.00 each

---

**Item:** Chemical Feed Pump (3)  
**Location:** central plant  
**Serial Model or ID #:** MOD A-151-191-S  
**Description:** pump to feed chemical into HVAC water systems  
**Purchased From:** Garratt-Callahan Chemical Co.  
**Purchase Date:** 6/2/92  
**Total Cost:** \$310 each

# ASSET INVENTORY

## Independence Center

**Item:** Water treatment Liquid Level Switch (4)  
**Location:** central plant  
**Serial Model or ID #:** MOD #26731  
**Description:** shut off switch to stop chemical feed pump when chemical level in drum is low  
**Purchased From:** Garratt-Callahan Chemical Co.  
**Purchase Date:** 6/2/92  
**Total Cost:** \$190 each

---

**Item:** Articulated Ladder  
**Location:** central plant  
**Serial Model or ID #:** Werner M# M-8-16  
**Description:** 16' ladder "aluminum - articulated"  
**Purchased From:** Central States Equipment Inc.  
**Purchase Date:** 7/13/88  
**Total Cost:** \$134

---

**Item:** Extension Plank  
**Location:** central plant  
**Serial Model or ID #:** Werner MOD PW 208  
**Description:** adjustable wood walk board  
**Purchased From:** Central States Equipment Inc.  
**Purchase Date:** 7/13/88  
**Total Cost:** \$125

---

**Item:** Furniture Dolly  
**Location:** central plant  
**Serial Model or ID #:** Wesco  
**Description:** 2 wheel aluminum furniture dolly  
**Purchased From:** Wesco  
**Purchase Date:** 1974  
**Total Cost:** \$160

---

**Item:** Screw Gun  
**Location:** central plant  
**Serial Model or ID #:** Milwaukee "magnum"  
**Description:** sheetrock screw gun (drill)  
**Purchased From:** Midwest Tool & Fastening  
**Purchase Date:** 1979  
**Total Cost:** \$125.00

**ASSET INVENTORY**

**Independence Center**

**Item:** Drain auger  
**Location:** central plant  
**Serial Model or ID #:** S# 0049669696 M# 0567-1 Milwaukee  
**Description:** 3/8" hand held drain auger  
**Purchased From:** Kei Welco  
**Purchase Date:** 3/6/90  
**Total Cost:** \$354.15

---

**Item:** Open tracer  
**Location:** central plant  
**Serial Model or ID #:** Pasar #OT 1000A S# 28143  
**Description:** instrument used to trace shorted electrical circuits  
**Purchased From:** Mo Valley electric  
**Purchase Date:** 5/12/87  
**Total Cost:** \$369.38

---

**Item:** Pipe Threader  
**Location:** central plant  
**Serial Model or ID #:** Rigid 12D (D288)  
**Description:** hand operated (ratchett type) pepe threading wre4nch w/set of cutters (4) 1/8" to 2"  
**Purchased From:** US Supply  
**Purchase Date:** 1978  
**Total Cost:** \$175

---

**Item:** Power Paint Roller & Accessories  
**Location:** central plant  
**Serial Model or ID #:** Craftsman Model 165-155402  
**Description:** 1 gal. capacity power paint roller set  
**Purchased From:** Sears  
**Purchase Date:** 3/4/86  
**Total Cost:** \$115

---

**Item:** chain hoist  
**Location:** central plant  
**Serial Model or ID #:** L-80 S# 8K8130  
**Description:** 1/2 ton chain hoist  
**Purchased From:** contractors supply  
**Purchase Date:** 1977  
**Total Cost:** \$160.00



**ASSET INVENTORY**

**Independence Center**

**Item:** microwave oven  
**Location:** central plant  
**Serial Model or ID #:** Panasonic NE 7875A S# AW11669  
**Description:** microwave cooking oven  
**Purchased From:** Wal Mart  
**Purchase Date:** 12/20/85  
**Total Cost:** \$238

---

**Item:** Metal Detector  
**Location:** central plant  
**Serial Model or ID #:** Whites M # 3900/D S# 431319  
**Description:** hand held metal locator  
**Purchased From:** Sears  
**Purchase Date:** 6/5/87  
**Total Cost:** \$215.34

---

**Item:** Barrel Dolly  
**Location:** central plant  
**Serial Model or ID #:** M# 3W393  
**Description:** 1,000 lb capacity barrel transporter  
**Purchased From:** WW Grainger  
**Purchase Date:** 3/31/86  
**Total Cost:** \$131.35

---

**Item:** Fan  
**Location:** central plant  
**Serial Model or ID #:** Dayton 4C354C  
**Description:** 1/4 HP 24" blade reciprocating floor  
**Purchased From:** WW Grainger  
**Purchase Date:** 5/13/87  
**Total Cost:** \$198.14

---

**Item:** Air conditioner  
**Location:** central plant  
**Serial Model or ID #:** Kenmore M#253 8750991  
**Description:** Window air conditioner  
**Purchased From:** Sears  
**Purchase Date:** 8/24/88  
**Total Cost:** \$479.99

ASSET INVENTORY

Independence Center

Item: cart  
Location: central plant  
Serial Model or ID #: M# 4500  
Description: 16" x 30" plastic (Rubbermaid) cart with shelf  
Purchased From: Material Handling Supermarket  
Purchase Date: 2/7/86  
Total Cost: \$112.20

---

Item: Power Hack Saw  
Location: central plant  
Serial Model or ID #: Frame # 1985-7 (Motor 316P-558 B - Westinghouse)  
Description: 1/4 HP electric metal cutting band saw  
Purchased From:  
Purchase Date: 1974  
Total Cost: \$560.00

---

Item: Portable Saw  
Location: central plant  
Serial Model or ID #: M#77 S# J352552  
Description: 7-1/4" worm drive circular saw  
Purchased From: Midwest Tool & Fastening  
Purchase Date: 10/16/81  
Total Cost: \$165

---

Item: Drain Auger  
Location: central plant  
Serial Model or ID #: M661 S# 010379  
Description: Sewer drain anger W/cable  
Purchased From: My-Tana Mfg. Co.  
Purchase Date: 3/31/86  
Total Cost: \$522.54

---

Item: Tap & Die Set  
Location: central plant  
Serial Model or ID #: M# 9-52151  
Description: complete set of taps & dies 59PCS  
Purchased From: Sears  
Purchase Date: 1974  
Total Cost: \$265.00

**ASSET INVENTORY**

**Independence Center**

**Item:** Acytelene Torch Set  
**Location:** central plant  
**Serial Model or ID #:** M# 84A1 (guages W-200) S# 22-15-200; 22-60-540  
**Description:** small portable cart with welding bottles and guages  
**Purchased From:** Superior Supply  
**Purchase Date:** 8/21/84  
**Total Cost:** \$350.00

---

**Item:** Parts Cleaner Cabinet  
**Location:** central plant  
**Serial Model or ID #:** n/a  
**Description:** Brulin 5 gal. motorized parts cleaner cabinet  
**Purchased From:** Brulin  
**Purchase Date:** 1980  
**Total Cost:** \$300

---

**Item:** table saw  
**Location:** central plant  
**Serial Model or ID #:** S# 87J58825 Delta  
**Description:** 10" 1-1/2 HP 115 Volt table saw  
**Purchased From:** Midwest Tool & Fastner  
**Purchase Date:** 12/21/87  
**Total Cost:** \$854

---

**Item:** Hydraulic Press  
**Location:** central plant  
**Serial Model or ID #:**  
**Description:** 12 ton press  
**Purchased From:** Feldmans  
**Purchase Date:**  
**Total Cost:** \$130

---

**Item:** Wet/Dry Vacume & extra cable  
**Location:** central plant  
**Serial Model or ID #:** M# 113. 177490  
**Description:** 16 gal. 3.25 H vacume  
**Purchased From:** Sears  
**Purchase Date:** 8/2/91  
**Total Cost:** \$115

**ASSET INVENTORY**

**Independence Center**

**Item:** air ratchett  
**Location:** central plant  
**Serial Model or ID #:** M# 756-188030 S# 5038  
**Description:** 3/8 drive  
**Purchased From:** Sears  
**Purchase Date:** 1984  
**Total Cost:** \$100

---

**Item:** electric winch w/remote switch  
**Location:** central plant  
**Serial Model or ID #:** 4Z327  
**Description:** 115 V 4,500 lb. electric winch  
**Purchased From:** WW Grainer  
**Purchase Date:** 6/4/86  
**Total Cost:** \$292.22

---

**Item:** bending brake  
**Location:** central plant  
**Serial Model or ID #:** Connecticut, M# W422  
**Description:** 48", 48" metal brake  
**Purchased From:** Homer L. Cook  
**Purchase Date:** 7/28/88  
**Total Cost:** \$425

---

**Item:** air compressor (portable)  
**Location:** central plant  
**Serial Model or ID #:** 25 H83  
**Description:** 1 HP - 12 gal. tank 120 volts  
**Purchased From:** Sears  
**Purchase Date:** 12/83  
**Total Cost:** \$400

---

**Item:** Heater  
**Location:** central plant  
**Serial Model or ID #:**  
**Description:** electric heater  
**Purchased From:**  
**Purchase Date:**  
**Total Cost:** \$262.70

ASSET INVENTORY

Independence Center

Item: Preventive maintenance records  
Location: central plant  
Serial Model or ID #: PL85 HP1  
Description:  
Purchased From: Acme Visible Records  
Purchase Date: 1/30/75  
Total Cost: \$200.13

---

Item: desk  
Location: central plant  
Serial Model or ID #: 329041  
Description: steel desk - brown  
Purchased From: Scott Rice  
Purchase Date: 8/29/74  
Total Cost: \$585.45

---

Item: eye wash fountain  
Location: central plant  
Serial Model or ID #: 2P767 2PZ6Z  
Description: eye wash fountain  
Purchased From: WW Grainger  
Purchase Date: 2/5/91  
Total Cost: \$139.17

---

Item: spill control station  
Location: central plant  
Serial Model or ID #: 4T534  
Description: spill control station  
Purchased From: WW Grainger  
Purchase Date: 3/13/90  
Total Cost: \$275.57

---

Item: Ladder  
Location: central plant  
Serial Model or ID #: FX1012  
Description: exterior trestle ladder  
Purchased From: American Riggers Supply  
Purchase Date: 10/90  
Total Cost: \$533.80

**ASSET INVENTORY**

**Independence Center**

**Item:** transformer & panel box  
**Location:** central plant  
**Serial Model or ID #:** 17122-003 M# AJ 475507  
**Description:** gray metal federal pacific transformer 480 volt  
**Purchased From:** Cummings Supply co/Transferred from midland Mall  
**Purchase Date:** 6/19/80  
**Total Cost:** \$884.44

---

**Item:** Floor cutting cart  
**Location:** central plant  
**Serial Model or ID #:** 128500  
**Description:** cut off saw cart  
**Purchased From:** Feldmans  
**Purchase Date:** 5/8/90  
**Total Cost:** \$255.96

---

**Item:** saw  
**Location:** central plant  
**Serial Model or ID #:** S# 119132956 TS510  
**Description:** 14" stible gas powered hand-held concrete saw  
**Purchased From:** Feldmans hardware  
**Purchase Date:** 5/8/90  
**Total Cost:** \$943.52

---

**Item:** bench grinder w/stand  
**Location:** central plant  
**Serial Model or ID #:** 397.19450  
**Description:** 3/4 HP bench grinder  
**Purchased From:** Sears  
**Purchase Date:** 1974  
**Total Cost:** \$160

---

**Item:** bench grinder w/stand  
**Location:** central plant  
**Serial Model or ID #:** 257.192190  
**Description:** 1 horse power bench grinder 8" wheel  
**Purchased From:** Sears  
**Purchase Date:** 5/11/90  
**Total Cost:** \$179.62

**ASSET INVENTORY**

**Independence Center**

**Item:** Blueprint file  
**Location:** Central plant  
**Serial Model or ID #:** catalog number 1230  
**Description:** flat drawer file with base  
**Purchased From:** Lyon Metal Products Inc.  
**Purchase Date:** 9/75  
**Total Cost:** \$268.49

---

**Item:** Modular square tube file  
**Location:** central plant  
**Serial Model or ID #:** 54ST-36  
**Description:**  
**Purchased From:** Lane Blueprint Co.  
**Purchase Date:** 9/15/86  
**Total Cost:** \$198.00

---

**Item:** square tube cabinet  
**Location:** central plant  
**Serial Model or ID #:** 66ST-36  
**Description:**  
**Purchased From:** Lane Blueprint Co  
**Purchase Date:** 9/15/86  
**Total Cost:** \$608

---

**Item:** metal blueprint cabinet  
**Location:** central plant  
**Serial Model or ID #:** LG8837-98701  
**Description:** brown pro-planner 16TB roll file 37-In san  
**Purchased From:** Fidelity Products Co  
**Purchase Date:** 2/8/87  
**Total Cost:** \$247.20

---

**Item:** Blueprint Cabinet  
**Location:** central plant  
**Serial Model or ID #:** 088374  
**Description:** 16 tube, 3-1/2"x3-1/2"x37" roll metal file cabinet  
**Purchased From:** Fidelity Prod. Co.  
**Purchase Date:** 4/2/90  
**Total Cost:** \$266.38

ASSET INVENTORY

Independence Center

Item: steel shelves  
Location: central plant - center offices  
Serial Model or ID #: 8084  
Description: 18"x36"  
Purchased From: Lyon Metal Products  
Purchase Date: 11/26/74  
Total Cost: \$1,282.82

---

Item: Gear puller assy.  
Location: central plant  
Serial Model or ID #: PA23  
Description: 15 complete pullers - various sizes  
Purchased From: Associated Bearings co.  
Purchase Date: 1/14/75  
Total Cost: \$427.45

---

Item: threading machine  
Location: central plant  
Serial Model or ID #: 325781 M#535  
Description: rigid pipe threading machine  
Purchased From: York Equipment/transferred from Midland Mall  
Purchase Date: 6/19/80  
Total Cost: \$534.54

---

Item: Roto Rooter w/extra cable  
Location: central plant  
Serial Model or ID #: 7080 P  
Description: Drain cleaning equipment  
Purchased From: US Supply Co.  
Purchase Date: 1/27/77  
Total Cost: \$760.43

---

Item: Power Miter Box  
Location: central plant  
Serial Model or ID #: 3271 00256 M# 315.23743  
Description: Sears Craftsman 1.5hp 7-1/2" radial arm miter saw  
Purchased From: Sears  
Purchase Date: 12/15/83  
Total Cost: \$217.89



**ASSET INVENTORY**

**Independence Center**

**Item:** Belt Disc Sander & Accessories  
**Location:** central plant  
**Serial Model or ID #:** S# 3236 PO177 M# 113.225930  
**Description:** sander outfit, 3 sanding belts and 3 sanding discs. Sears Craftsman 3/4 HP  
**Purchased From:** Sears  
**Purchase Date:** 12/13/83  
**Total Cost:** \$325.15

---

**Item:** Steam Cleaner  
**Location:** central plant  
**Serial Model or ID #:** S# 22251 M# 1433  
**Description:** Aaladin 1433 LP GC Red Press Washer  
**Purchased From:** CK Enterprises. Inc.  
**Purchase Date:** 9/26/88  
**Total Cost:** \$2,046.96

---

**Item:** B & D 2059-09 Screw Gun  
**Location:** interior hardware  
**Serial Model or ID #:** 2059-09 S# 6632  
**Description:**  
**Purchased From:** Midwest Tool & Die  
**Purchase Date:** 3/21/83  
**Total Cost:** \$104.07

---

**Item:** paint gun  
**Location:** central plant  
**Serial Model or ID #:** 165.155282  
**Description:** Craftsman (airless)  
**Purchased From:** Sears  
**Purchase Date:** 12/2/83  
**Total Cost:** \$105.61

---

**Item:** I-beam trolley  
**Location:** central plant  
**Serial Model or ID #:** TL-4000  
**Description:** 2 ton "Duff" LYNX Trolley  
**Purchased From:** Knopke Bros. Contractors Supply Co.  
**Purchase Date:** 3/20/86  
**Total Cost:** \$142.36

ASSET INVENTORY

Independence Center

Item: floor jack - jack stands  
Location: central plant  
Serial Model or ID #: 271112 328-12002 053  
Description: 1-1/2 ton  
Purchased From: Sears  
Purchase Date: 12/2/83  
Total Cost: \$147.84

---

Item: Rigid Drop Head Die Set  
Location: central plant  
Serial Model or ID #: M# 12R  
Description: 1/2" to 1-1/4" die set  
Purchased From: US Supply co  
Purchase Date: 8/3/76  
Total Cost: \$110.34

---

Item: Skill Belt Sander  
Location: Central plant  
Serial Model or ID #: M# 400; S# I425203  
Description:  
Purchased From: Midwest Tool & Fastening  
Purchase Date: 10/16/81  
Total Cost: \$135.96

---

Item: Metal Shears  
Location: central plant  
Serial Model or ID #: 17485 ME E140 type 2  
Description: Kett E140  
Purchased From: Midwest Tool & Fastening  
Purchase Date: 3/7/86  
Total Cost: \$171.97

---

Item: Makita Angle Drill  
Location: Central Plant  
Serial Model or ID #: 25353E  
Description: Makita DA 3000R  
Purchased From: Midwest Tool & Fastening  
Purchase Date: 3/7/86  
Total Cost: \$128.41

ASSET INVENTORY

Independence Center

Item: camera & lens  
Location: central plant  
Serial Model or ID #: Camera #1817735, lens #97101032  
Description: Cannon T-70 Camera, Vivitar 28-70 lens  
Purchased From: Felix Camera  
Purchase Date: 5/12/87  
Total Cost: \$344.56

---

Item: current tracer  
Location: central plant  
Serial Model or ID #: S# 19523 & 19834 & 8286 M# P-23 & T23 & T10  
Description: current tracer with 2 clamp on attachments 9 to 600 volts  
Purchased From: Pasar Inc.  
Purchase Date: 4/25/86  
Total Cost: \$494

---

Item: spot welder  
Location: central plant  
Serial Model or ID #: M# 2Z543 S# JD 46LE  
Description: Dayton 1104  
Purchased From: WW Grainger, Inc.  
Purchase Date: 2/7/84  
Total Cost: \$220.64

---

Item: floor crane  
Location: central plant  
Serial Model or ID #: 1808 M# A S# 1146  
Description:  
Purchased From: Assoc. Bearing Co  
Purchase Date: 1/14/75  
Total Cost: \$622.12

# ASSET INVENTORY

## Independence Center

**Item:** Alternator - portable generator  
**Location:** central plant  
**Serial Model or ID #:** 0164914  
**Description:** generac Mode No. 5631 blue metal alternator  
**Purchased From:** JJ Gregory & Sons/transferred from Midland Mall  
**Purchase Date:** 6/19/80  
**Total Cost:** \$296.10

---

**Item:** Super eight tile saw  
**Location:** central plant  
**Serial Model or ID #:** T8756-3170  
**Description:** tile saw  
**Purchased From:** GoldBlatt Tool Co.  
**Purchase Date:** 2/17/81  
**Total Cost:** \$489.84

---

**Item:** Distance measure  
**Location:** central plant  
**Serial Model or ID #:** SON250  
**Description:** Sonin 250 distance measure  
**Purchased From:** Griner & Schmitz, Inc.  
**Purchase Date:** 10/4/88  
**Total Cost:** \$160.62

---

**Item:** Refrigerator  
**Location:** Center Office (moved to central plant)  
**Serial Model or ID #:** 63201  
**Description:** white 11.96 cubic ft.  
**Purchased From:** Sears  
**Purchase Date:** 9/18/74  
**Total Cost:** \$233.95

**ASSET INVENTORY**

**Independence Center**

**Item:** Insight Ver.2.1  
**Location:** central plant  
**Serial Model or ID #:** PN 541-161 149 ID 052  
**Description:** Gyafix program for powers 600 system  
**Purchased From:** Landis & Gyre Powers  
**Purchase Date:** 2/7/92  
**Total Cost:** \$6,667.00

---

**Item:** Interface for EMS  
**Location:** central plant  
**Serial Model or ID #:** ID 053  
**Description:** computer interface for EMS system  
**Purchased From:** Landis & Gyr Powers  
**Purchase Date:** 3/19/92  
**Total Cost:** \$302.00

---

**Item:** Scaffold w/wheels  
**Location:** central plant  
**Serial Model or ID #:**  
**Description:** Perry Scaffold  
**Purchased From:** Wagner Interior Supply, Inc.  
**Purchase Date:** 4/7/82  
**Total Cost:** \$302.94

---

**Item:** tool cart  
**Location:** central plant  
**Serial Model or ID #:** 65214N2  
**Description:** Red tool cart 21"x44"x30"  
**Purchased From:** Sears  
**Purchase Date:** 4/23/81  
**Total Cost:** \$248.48

# ASSET INVENTORY

## Independence Center

**Item:** Acetylene Cutting Torch  
**Location:** central plant  
**Serial Model or ID #:** S# 944813 & 943203  
**Description:** large welding/cutting torch set with tanks and portable cart "Victor"  
**Purchased From:** Kirk Wiklund Co.  
**Purchase Date:** 1974  
**Total Cost:** \$168.50

---

**Item:** Air velocity meter  
**Location:** central plant  
**Serial Model or ID #:** Bacharach 16-7005 M#4900  
**Description:** Air Velocity Meter  
**Purchased From:** Superior Supply Co.  
**Purchase Date:** 8/11/80  
**Total Cost:** \$157.80

---

**Item:** Temperature Recorder  
**Location:** central plant  
**Serial Model or ID #:** AL 511 614 62-A-5  
**Description:**  
**Purchased From:** The Dickson Co.  
**Purchase Date:** 8/8/74  
**Total Cost:** \$104.85

---

**Item:** Milwaukee 6511 Sawzall  
**Location:** central plant  
**Serial Model or ID #:** S# 0460521389 M# 6511  
**Description:**  
**Purchased From:** Midwest Tool & Fastening  
**Purchase Date:** 3/21/83  
**Total Cost:** \$135.31

---

**Item:** Cordless Drill  
**Location:** Central Plant  
**Serial Model or ID #:** 60950 S #: 1556874  
**Description:** Makita 6095 DWE cordless drill w/2 batteries and a case  
**Purchased From:** Kel-Welco Distributing Inc.  
**Purchase Date:** 8/19/94  
**Total Cost:** \$179.94

ASSET INVENTORY

Independence Center

Item: AEG 1/2" Hammerdrill  
Location: central plant  
Serial Model or ID #: 2B2E-451RL S# 487083  
Description:  
Purchased From: Midwest Tool & Fastening  
Purchase Date: 3/21/83  
Total Cost: \$145.72

---

Item: air lift  
Location: central plant  
Serial Model or ID #: A3032-00 239  
Description:  
Purchased From: Upright Scaffolds Co  
Purchase Date: 12/20/74  
Total Cost: \$3,455.00

---

Item: combination chest & cabinet  
Location: central plant  
Serial Model or ID #: 65298N2 M# 65034  
Description: set of Hand tools  
Purchased From: Sears  
Purchase Date: 8/2/74  
Total Cost: \$318.57

---

Item: tool set w/cabinet & chest  
Location: central plant  
Serial Model or ID #: 46324N3 M# 65034  
Description: set of hand tools  
Purchased From: Sears  
Purchase Date: 8/2/74  
Total Cost: \$805.75

---

Item: drill press  
Location: central plant  
Serial Model or ID #: 21371N2 M#113.21371  
Description: 1/2" drill press  
Purchased From: Sears  
Purchase Date: 8/2/74  
Total Cost: \$209.12

**ASSET INVENTORY**

**Independence Center**

**Item:** Arc Welder  
**Location:** central plant  
**Serial Model or ID #:** 20153N  
**Description:**  
**Purchased From:** Sears  
**Purchase Date:** 8/2/74  
**Total Cost:** \$181.64

---

**Item:** Band Saw  
**Location:** central plant  
**Serial Model or ID #:** 24204N2 M# 113.242-01  
**Description:** 12" 1/2 hp band saw  
**Purchased From:** Sears  
**Purchase Date:** 8/2/74  
**Total Cost:** \$158.82

---

**Item:** 2 horse power self prime pump  
**Location:** central plant  
**Serial Model or ID #:** 5K476C 1P 851  
**Description:** Dayton 2 hp portable sump pump  
**Purchased From:** WW GRainger Inc.  
**Purchase Date:** 2/19/79  
**Total Cost:** \$238.84

---

**Item:** Hammer Drill  
**Location:** central plant  
**Serial Model or ID #:** M# 5371-1 ID#051  
**Description:**  
**Purchased From:** Kel Welco  
**Purchase Date:** 1/16/92  
**Total Cost:** \$196.92

---

**Item:** scaffold safety rail  
**Location:** central plant  
**Serial Model or ID #:** ID 50  
**Description:** safety vail for perry scaffold  
**Purchased From:** Few Materials  
**Purchase Date:** 11/5/92  
**Total Cost:** \$215



# ASSET INVENTORY

## Independence Center

**Item:** Thermometer  
**Location:** central plant  
**Serial Model or ID #:** IT 660 ID# 048  
**Description:** electronic hand held thermometer  
**Purchased From:** Superior Supply Co.  
**Purchase Date:** 1990  
**Total Cost:** \$239.73

---

**Item:** 1/2" electric impact wrench  
**Location:** central plant  
**Serial Model or ID #:** 927515 S# 15559  
**Description:** craftsman 1/2" 7.5A 120 volt  
**Purchased From:** Sears  
**Purchase Date:** 1/10/92  
**Total Cost:** \$139.99

---

**Item:** Balometer  
**Location:** central plant  
**Serial Model or ID #:** BR 8772 ID#046  
**Description:** air balance hood, Alnor Brand, M# PN634-513-044  
**Purchased From:** WW Grainger  
**Purchase Date:** 3/4/92  
**Total Cost:** \$1,563.64

---

**Item:** MegohMeter  
**Location:** Central Plant  
**Serial Model or ID #:** 945 2405-04  
**Description:** Yokogawa, battery operated insulation tester  
**Purchased From:** WW Grainger  
**Purchase Date:** 3/20/92  
**Total Cost:** \$132.20

---

**Item:** Makita Cordless Drill  
**Location:** Central Plant  
**Serial Model or ID #:** MAK6071DWK ID# 001  
**Description:** cordless power drill  
**Purchased From:** Kel Welco Distr. Inc.  
**Purchase Date:** 3/4/92  
**Total Cost:** \$151.63

**ASSET INVENTORY**

**Independence Center  
Vehicles**

**Item:** 1991 Chevy Fleetside Pick up  
**Location:** exterior  
**Serial Model or ID #:** VIN 1GCEC14Z3ME135803  
**Description:** 1991 Chevy Fleetside Pickup  
**Purchased From:** Lease from GMAC  
**Purchase Date:** 9/22/93  
**Total Cost:** \$4,999.71 (lease purchase)

---

**Item:** Big Ox Mower Rotary Mower  
**Location:** central plant  
**Serial Model or ID #:** LC41  
**Description:** 4 foot brush hog for B7100 Kubota Trator  
**Purchased From:** O'Dell Tractor  
**Purchase Date:** 5/12/87  
**Total Cost:** \$610.10

---

**Item:** Push Blade  
**Location:** central plant  
**Serial Model or ID #:** M# B205  
**Description:** Kubota push blade for tractor (48")  
**Purchased From:** O'dell Tractor  
**Purchase Date:** 2/83  
**Total Cost:** \$1,200

---

**Item:** Cab for tractor  
**Location:** central plant  
**Serial Model or ID #:** Curtis S# 16383  
**Description:** vinyl cab for Kubota cab  
**Purchased From:** O'Dell Tractor  
**Purchase Date:** 12/3/85  
**Total Cost:** \$550

---

**Item:** B7100 Kubota Tractor with loader, bucket, back hoe  
**Location:** central plant  
**Serial Model or ID #:** B7001-52163 M# B7100  
**Description:**  
**Purchased From:** O'Dell Tractor  
**Purchase Date:** 1/22/79  
**Total Cost:** \$7,288.75

**ASSET INVENTORY**

**Independence Center  
Promotions**

**Item:** Stanchions (59) Rope (25)  
**Location:** promotional storeroom  
**Serial Model or ID #:** n/a  
**Description:** 59 stanchions, 25 rope  
**Purchased From:** Independence Center Merchants' Assoc.  
**Purchase Date:** 9/1/94  
**Total Cost:** -0- no value - fully depreciated

---

**Item:** Metal Sign Holders (2)  
**Location:** promotional storeroom  
**Serial Model or ID #:** n/a  
**Description:** 2 metal sign holders  
**Purchased From:** Independence Center Merchants' Assoc.  
**Purchase Date:** 9/1/94  
**Total Cost:** -0- fully depreciated

---

**Item:** "No Smoking" Sign Holders (3)  
**Location:** promotional storeroom  
**Serial Model or ID #:** n/a  
**Description:** 3 sign holders  
**Purchased From:** Independence Center Merchants' Assoc.  
**Purchase Date:** 9/1/94  
**Total Cost:** -0- fully depreciated

---

**Item:** 35 mm camera  
**Location:** Center Office  
**Serial Model or ID #:** n/a  
**Description:** 35 mm camera  
**Purchased From:** Independence Center Merchants' Assoc.  
**Purchase Date:** 9/1/94  
**Total Cost:** -0- fully depreciated

---

**Item:** Catalog Baskets  
**Location:** promotional storeroom  
**Serial Model or ID #:** n/a  
**Description:** 2 catalog baskets  
**Purchased From:** Independence Center Merchants' Assoc.  
**Purchase Date:** 9/1/94  
**Total Cost:** -0- full depreciated

# ASSET INVENTORY

## Independence Center

**Item:** Sign Holders (10)  
**Location:** promotional storerooms  
**Serial Model or ID #:** n/a  
**Description:** 10 sign holders  
**Purchased From:** Independence Center Merchants' Assoc.  
**Purchase Date:** 9/1/94  
**Total Cost:** -0- fully depreciated

---

**Item:** Video Camera  
**Location:** Center Office  
**Serial Model or ID #:** n/a  
**Description:** JVC Video Camera  
**Purchased From:** Independence Center Merchants' Assoc.  
**Purchase Date:** 9/1/94  
**Total Cost:** -0- fully depreciated

---

**Item:** Radio/Tape Player/Speakers (2)  
**Location:** Center Office  
**Serial Model or ID #:** n/a  
**Description:** Realiable Stereo cassette music system  
**Purchased From:** Independence Center Merchants' Assoc.  
**Purchase Date:** 9/1/94  
**Total Cost:** -0- fully depreciated

---

**Item:** Portable PA/Speakers (4) microphones  
**Location:** promotional storeroom  
**Serial Model or ID #:** n/a  
**Description:** portable PA system w/ 4 microphones  
**Purchased From:** Independence Center Merchants' Assoc.  
**Purchase Date:** 9/1/94  
**Total Cost:** -0- fully depreciated

---

**Item:** Stage/Steps  
**Location:** promotional storeroom  
**Serial Model or ID #:** n/a  
**Description:** portable stage w/steps  
**Purchased From:** Independence Center Merchants' Assoc.  
**Purchase Date:** 9/1/94  
**Total Cost:** -0- fully depreciated

# ASSET INVENTORY

## Independence Center

**Item:** 8' Tables (30)  
**Location:** promotional storeroom  
**Serial Model or ID #:** n/a  
**Description:** 30 eight foot tables  
**Purchased From:** Independence Center Merchants' Assoc.  
**Purchase Date:** 9/1/94  
**Total Cost:** -0- no value - fully depreciated

---

**Item:** 6' Tables (2)  
**Location:** promotional storeroom  
**Serial Model or ID #:** n/a  
**Description:** 2 six foot tables  
**Purchased From:** Independence Center Merchants' Assoc.  
**Purchase Date:** 9/1/94  
**Total Cost:** -0- no value, fully depreciated

---

**Item:** 2 Tables Carts  
**Location:** promotional storeroom  
**Serial Model or ID #:** n/a  
**Description:** 2 table carts  
**Purchased From:** Independence Center Merchants' Assoc.  
**Purchase Date:** 9/1/94  
**Total Cost:** -0- no value - fully depreciated

---

**Item:** Chair Carts (5)  
**Location:** promotional storeroom  
**Serial Model or ID #:** n/a  
**Description:** 5 chair carts  
**Purchased From:** Independence Center Merchants' Assoc.  
**Purchase Date:** 9/1/94  
**Total Cost:** -0- no value - fully depreciated

---

**Item:** TV/VCR/Stand  
**Location:** Center Office  
**Serial Model or ID #:** n/a  
**Description:** JVC Stereo Television, JVC Video Cassette Recorder and TV/VCR Stand  
**Purchased From:** Independence Center Merchants' Assoc.  
**Purchase Date:** 9/1/94  
**Total Cost:** -0- no value - fully depreciated

**ASSET INVENTORY**

**Independence Center  
Seasonal Decor**

**Item:** Easter Decor Program  
**Location:** promotional storeroom  
**Serial Model or ID #:** n/a  
**Description:** Beatrix Potter Easter Decor Program  
**Purchased From:** Independence Center Merchant's Assoc.  
**Purchase Date:** 9/1/94  
**Total Cost:** \$700.00

---

**Item:** Christmas Decor Program  
**Location:** promotional storeroom  
**Serial Model or ID #:** n/a  
**Description:** Christmas decor  
**Purchased From:** Independence Center Merchants' Assoc.  
**Purchase Date:** 9/1/94  
**Total Cost:** \$14,000

**EXHIBIT C**

**Documents to be Delivered to Purchaser**

**Completed**

**EXHIBIT D**

**MATERIAL, PHYSICAL AND/OR MECHANICAL DEFECTS IN THE PROJECT**

Material Physical and/or Mechanical defects as disclosed by the following reports:

- 1) Independence Center  
Central Plant Evaluation Energy Analysis  
Prepared by: Hadji and Associates  
October 1994
- 2) Independence Center  
Report of General Condition  
Prepared by: Hoffman Consulting Engineers  
September 19, 1994
- 3) Preliminary Report No. 1  
Conditional Survey of Independence Center  
Independence, Missouri  
Prepared by: Architectural Consultants Ltd.  
March 31, 1994
- 4) Independence Center  
ADA Review, Title III - Public Accommodations  
Project No. 92014.01  
Prepared by: Klover Architects  
January 24, 1992
- 5) Roof Survey  
Prepared by: Taylor & Associates  
January 11, 1991
- 6) Independence Center  
ACL Project No. 2268  
Prepared by: Architectural Consultants, Ltd.  
December 5, 1989
- 7) Roof Survey  
Prepared by: HNTB  
December 3, 1987



**Exhibit E**

**Exceptions Regarding Access, Use and Easements**

**NONE**

**Exhibit F**

**Exceptions Regarding Use and Operation of the Project**

**NONE**

**Exhibit G**

**Exceptions Regarding Condemnations, Zoning, Special Assessments, etc.**

**NONE**

**Exhibit H**

**Exceptions Regarding Utilities**

**NONE**

**EXHIBIT I**

**HAZARDOUS MATERIALS**

**Hazardous Materials as disclosed by the following reports:**

- 1) Integrated Solutions**  
Prepared by: Phase I Environmental Site Assessment  
September 28, 1994
- 2) Insulation Audit Report**  
Prepared by: IIT Research Institute  
March 1988
- 3) Asbestos Survey and Hazard Assessment**  
Prepared by: Hygienetics Environmental Services, Inc.  
April 1994
- 4) Tenant Space Bulk Sample Results**  
Prepared by: Various Hygienetics (H+GCL) Reports
  - April 12, 1994
  - October 11, 1993
  - September 10, 1993
  - February 18, 1993
  - October 18, 1990
  - May 29, 1990
  - May 1, 1990
  - May 22, 1988

**EXHIBIT J**

**INDEPENDENCE CENTER EMPLOYEE LISTING**

<b>Barnes, Jerry C.</b>	<b>Operating Engineer</b>
<b>Berry, Cheryl M.</b>	<b>Director of Marketing</b>
<b>Cook, Jeffrey A.</b>	<b>Operating Engineer</b>
<b>Dennis, Bradley D.</b>	<b>Assistant Chief Engineer</b>
<b>Dragert, Patricia A.</b>	<b>Administrative Assistant</b>
<b>Frederick, Ralph P.</b>	<b>Operating Engineer</b>
<b>Gilmore, James H.</b>	<b>Operating Engineer</b>
<b>Holler, Kenna K.</b>	<b>Accounting Assistant</b>
<b>Malkowski, Joan C.</b>	<b>General Manager</b>
<b>Moloy, Michael L.</b>	<b>Chief Engineer</b>
<b>Overbey, Kimberly</b>	<b>Office Manager</b>
<b>Salerno, Rosemary A.</b>	<b>Marketing Assistant</b>

# EXHIBIT K

## TENANT RENT ROLL

Suite	Tenant	Lease Dates	
		Begins	Ends
<b>ANCHORS AND GROUND LEASES</b>			
Anchor	Dillards	01/01/89	12/31/34
Anchor	The Jones Store	01/01/89	12/31/34
Anchor	Sears, Roebuck	01/01/89	09/30/13
Grnd Lse	Merchantile Bank	10/01/74	09/30/04
Outparcel	Independence Plaza	N/A	N/A
Outparcel	Circuit City	N/A	N/A

### MALL STORES

100	1-Potato-2	02/01/89	12/31/96
110	A & W Hot Dogs & More	03/01/90	02/28/97
1082	Afterthoughts	09/90	08/31/00
2088	American Red Cross	05/01/93	04/30/96
2114	Applebee's Neighborhood Grill&Bar	10/01/89	12/31/99
1038	Babbage's	11/13/87	12/31/97
2138	Baker's Shoes	08/01/92	07/02
2123	Belden Jewelers	11/10/90	12/31/00
2020	B. Dalton Bookseller	02/87	12/31/97
2018	Buckle, The	6/18/93	12/31/01
1104	C-Note Jewelry	5/1/94	4/30/96
1094-118	Cactus Moon/Entertainment Concepts	10/01/93	9/30/00
1070	Calido Chile Traders	05/01/94	04/30/97
1004	Camelot Music	2/88	12/31/97
1160	Carlton Cards	03/06/93	02/28/03
146	Carousel	10/90	01/31/96
2038	Casual Corner	11/01/87	12/31/99
2008	Champs	06/91	05/31/01
102	Chinese Delights	03/01/86	12/31/98
2052	Claire's Boutique	07/01/88	12/31/98
2120	Command Performance	04/01/93	12/31/02
135	Cone - A - Copia	11/01/92	12/31/99
2110	Cookie Factory Bakery	11/01/77	12/31/01
2048	County Seat	11/01/92	01/31/03
2022	Cozad's Hallmark	04/90	01/31/01
2026	Deck The Walls	11/85	12/31/95
1002	Discount Cellular	10/01/94	10/31/97
1090	Dos Hombres	12/93	12/31/03
1044	Eldridge Fine Jewelry	04/01/88	12/31/98
1062	Everything's A Dollar	7/01/91	01/31/00
2074	Everything's Nice	06/01/94	05/31/96

# EXHIBIT K

## TENANT RENT ROLL

Suite	Tenant	Lease Dates	
		Begins	Ends
2066	Express	11/01/93	01/31/04
1008	EyeMasters	11/01/92	12/31/02
1162	Family Bookstores	09/90	12/31/00
2100	FootAction	04/01/90	03/31/00
1150	Footlocker	03/78	12/31/98
2086	Fun Factory	7/13/93	12/31/02
2085	Fun Factory (Expansion)	05/01/94	12/31/02
1144	Gadzooks	11/12/93	01/31/04
1114	Gaslight Realty	10/07/91	09/30/93
1142	General Nutrition Center	06/15/93	06/30/03
1028	Gingiss Formalwear	8/01/88	01/31/99
2044	Glamour Shots	11/01/90	03/31/95
2128	Gloria Jean's Coffee Bean	11/01/89	01/31/00
1072	Gold Rush	01/89	12/31/96
2150	H & R Block	01/14/86	04/30/96
116	Heakin Research	03/01/81	12/31/94
2106	Helzberg Diamonds	11/27/85	12/31/00
1060	Horizon Dental Center	01/01/94	12/31/98
2046	Hush Puppies	07/10/90	08/31/99
1152	id	02/91	01/31/96
2134	Jeans West	01/01/91	12/31/95
2098	Jim Lane Leather	08/15/92	12/31/99
2096	Kay Bee Toy & Hobby	01/01/91	12/31/00
1136	Kinney Shoes	09/17/74	12/31/94
2058	Krigel's	10/01/83	12/31/98
1040	Lady Footlocker	08/27/74	12/31/94
2070	Lane Bryant	11/16/89	12/31/01
2060	Lerner New York	11/16/89	12/31/01
1030	Life Uniform	1/01/93	01/31/03
2116	Luby's Cafeteria	10/01/91	12/31/01
1020	Magic Nails	09/01/94	06/30/99
1078	Marianne/Marianne Plus	11/01/90	01/31/04
1154	MC Sports	08/07/92	12/31/02
1012	McDuff Electronics	01/01/91	12/31/00
1066	Men's Wearhouse	08/12/93	12/31/02
1148	Merry Go Round	10/15/93	10/31/03
1032	Meyer Music	04/01/90	12/31/94
2054	Morrow's Nut House	01/01/92	12/31/94
1014	Mr. Bulky	03/20/93	12/31/02
2094	Musicland/Suncoast Video	04/14/94	01/31/04
2024	Naturalizer Shoes	04/08/90	04/30/00
2090	Nature's Niche	02/01/94	01/31/95
2112	One Hour Photo	09/01/83	12/31/98



# EXHIBIT K

## TENANT RENT ROLL

Suite	Tenant	Lease Dates	
		Begins	Ends
108	Original Pizza	05/31/91	12/31/00
2122	Overland Trading Co.	01/01/94	12/31/03
1050	Payless ShoeSource	07/31/93	08/31/03
1138	Peter's Mens Clothing	09/23/74	12/31/94
1164	Petland	10/01/92	12/31/99
142	Philly Station	08/01/92	07/31/97
2042	Prange Intimates	11/16/92	10/31/97
1007	Pro Image	10/08/88	12/31/95
1130	Radio Shack	10/90	12/31/00
2136	Regis Hairstylists	11/22/88	12/31/98
1102	Royal Optical	4/07/93	12/31/99
104	S & S Grill	10/10/88	12/31/98
1088	Sal's Western Wear	01/12/94	12/31/99
2132	Size 5-7-9	01/01/91	12/31/95
1140	Spencer Gifts	05/13/89	01/31/99
2102	Steve's Shoes	01/01/89	12/31/96
128	Super Sports Cards	01/01/93	12/31/95
144	Swiss Pretzel	08/01/89	12/31/99
2080	Terra Cotta Fantasy	4/1/94	3/31/95
130	The Hat Zone	11/20/93	12/31/95
1168	The Jones Store	03/04/91	12/31/96
2004	The Jones Store	10/10/88	12/31/96
2140/2142	The Jones Store	04/01/92	12/31/96
2144/2146	The Jones Store	06/08/90	12/31/96
2014	The Limited	06/90	12/31/95
1015	The Sunglass Company	07/01/93	06/30/98
1034	Things Remembered	07/25/74	M-T-M
138	Tijuana Tacos & Chili	04/01/87	12/31/94
1158	T.J. Cinnamon Bakery	12/01/86	12/31/94
1124	Mary's Crafts	M-T-M	
2064	Meaningful Memories	M-T-M	
136	V's Pasta Parlor	01/01/91	12/31/94
1042	Waldenbooks	06/01/91	01/31/02
2127	Wicks 'N' Sticks	01/01/93	12/31/97
1018	Wilson Travel	02/15/94	12/31/03
112	Winchell's Donut House	07/01/89	12/31/98

**REVISED EXHIBIT L****DEFAULTS UNDER TENANT LEASES**

<b><u>Tenant</u></b>	<b><u>Balance Due Over 30 Days</u></b>	<b><u>Comments</u></b>
Babbages	\$2,295.43	
Calido Chile Traders	\$6,219.28	
Chinese Delights	\$25,703.42	
Everything's A Dollar	\$13,034.64	(Pre-Petition)
Foot Locker	\$313.74	
Gold Rush	\$4,014.13	
Wisconsin id, Inc.	\$5,407.70	(Pre-Petition)
Jones	\$4,088.01	
MC Sporting Goods	\$42.37	
McDuff Electronics	\$288.32	
Merry-Go-Round	\$16,143.09	(Pre-Petition) (T.I. Balance \$78,960.00)
Mr. Bulky's	\$12,208.49	
Radio Shack	\$511.07	
S&S Grill	\$22,964.02	
Wicks 'n' Sticks	\$612.75	
Winchell's	\$57.18	
<b>TOTAL</b>	<b><u>\$113,903.64</u></b>	

# EXHIBIT M OPTIONS

<u>Suite</u>	<u>Tenant</u>	<u>Renewal/Extension Options</u>
Grnd Lse	Merchantile Bank	Two five yr options w/ 12 mos. prior written notice, same terms as base lease.
2114	Applebee's Neighborhood Grill&Bar	Two 5 year options. Rent is avg. of prior 5 years' effective rent. Percentage Rent: 5% w/ natural breakpoint.
1104	C-Note Jewelry	One 1-year option Minimum Rent \$15,000
2086	Fun Factory	One 5 year option if sales for year 2001 exceed \$75 psf.
2085	Fun Factory (Expansion)	One 5 year option if sales for year 2001 exceed \$75 psf.
1152	id	One 5 year option at \$9/sf; 5% percentage rent over natural breakpoint
2058	Krigel's	One 5 year option at same terms.
2116	Luby's Cafeteria	Four 5 year options. * Rent is > of 80% prior two yrs avg. effective rent or rent step stated.
1154	MC Sports	One five year option.
1066	Men's Wearhouse	One five year option if sales exceed \$900,000 in years 2000 or 2001 (min. rent=\$12.50 if sales< \$2M, \$13.50 if sales >\$2M).

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# EXHIBIT M OPTIONS

<u>Suite</u>	<u>Tenant</u>	<u>Renewal/Extension Options</u>
1164	Petland	One 2-year term 1/00-12/01 Notice by 3/31/99. MR \$15.50 psf 6% natural breakpoint
1088	Sal's Western Wear	1 three-year option if sales exceed breakpoint in 1998, exercise by 6/1/99 Minimum Rent \$18.00 psf
128	Super Sports Cards	Two year renewal option if tenant's sales exceed \$250,000 in cal. yr. 1994. Min. rent = \$7.50 with breakpoint = \$275,000.
130	The Hat Zone	One two year option. Rent is > of \$15psf, 1994 effective rent, or 1995 effective rent.
1168	The Jones Store	Seven five year options one 3 year option (9 months notice req'd).
2004	The Jones Store	Seven remaining 5 yr. option, one 3 year option (9 months notice req'd).
2140/2142	The Jones Store	Seven five year options one 3 year option (9 months notice req'd).
2144/2146	The Jones Store	Seven remaining 5 yr. option, one 3 year option (9 months notice req'd).
2014	The Limited	Two 5 year options at same terms. (6 months notice req'd).

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**Exhibit N**

**Brokerage Commissions**

**NONE**

**EXHIBIT O**  
**CONTRACTORS**  
**SERVICE AGREEMENT CANCELLATION CLAUSES**

**Independence Center**

Contractor	Service	Term	Cancellation Clause
Southeast Services	Cleaning Maintenance	5/1/94 - 4/30/95	by either party - 30 days - certified
Landis & Gyr	Energy Mgmt Control System	1/1/94 - continuous	by either party - 30 days - written notice
Modern Business Systems	Copier (maintenance agreement)	2/15/93 - continuous	by either party - 30 days written notice
Alco	Copier (equipment lease)	2/15/93 - 2/15/96	non cancelable
Computervision Corp.	Computer Maintenance	1/7/93 - continuous	by either party - 90 days written notice
United Sign	Electronic Billboard	3/10/84 - continuous	by Owner - 30 days written notice
Audio Communications Network, Inc.	Mall Music	12/1/91 - 12/1/96	by either party - 90 days registered mail
Rentokil Tropical Plant Service	Interior Landscaping	4/28/94 - 2/28/95	by either party - 30 days certified
Keller's Turf & Shrub	Exterior Landscaping	3/15/93 - 2/28/95	by either party - 60 days certified
A T & T	Facsimile Machine Mainten.	8/3/93 - 8/3/96	ok with no cancellation fee
Diversified Automation	Energy Management System	3/1/94 - 2/28/95	by Owner - 30 day written notice
Montgomery Elevator	Elevator/Escalator Mainten.	8/1/84 - continuous	By either party at the end of any 3-yr. period - 90 day written notice
Avcorp	Postage Meter (lease)	7/18/91	
Ecolab	Pest Control	12/19/91 - continuous	by either party - 30 days written notice
The Benwell Company	Parking Lot Sweeping	4/29/94 - 12/31/95	by either party - 30 days certified
Deffenbaugh Industries	Trash Removal	7/1/94 - 6/30/95	by either party - 30 days certified
ADT	Sprinklers Security System	11/12/91 - 11/12/96	by either party - 30 days written
M.S. Conway Construction Co.	Snow Removal	9/19/94 - 5/31/95	by either party - 30 days certified
IPC International Corp.	Security Services	3/1/94 - 2/28/96	by Owner - 30 days written
Motorola	2-Way Radio Service	continuous	

**EXHIBIT P/Q**

**SHOPPING CENTER AGREEMENTS AND MODIFICATIONS**

**TO SHOPPING CENTER AGREEMENTS**

<u>Document</u>	<u>Date Executed</u>	<u>Parties Executing Document</u>
Operating Agreement (copy)	October 26, 1973	Adcor Realty, Sears, Roebuck and Co., R.H. Macy & Co., Inc. and Homart Development Co.
First Amendment (recorded in two counterparts)	October 23, 1974	Adcor Realty Corporation, Sears, Roebuck and Co. and R.H. Macy & Co., Inc.
Second Amendment (copy)	December 18, 1974	Homart Development Co., Sears, Roebuck and Co, Adcor Realty Corporation and R.H. Macy & Co., Inc.
Third Amendment (copy)	June 23, 1981	Homart Development Co., Sears, Roebuck and Co., Adcor Realty Corporation, R.H. Macy & Co., Inc. Independence Properties Corp. & Etaner Enterprises, Inc.
Amended & Restated Fourth Amendment to Operating Agreement (copy)	April 5, 1986	LaSalle Street Fund Incorporated, Sears, Roebuck and Co., Dillard's Department Stores, Construction Developers, Incorporated and The Jones Store Co.
Fifth Amendment	June 6, 1994	LaSalle Street Fund Incorporated, Sears, Roebuck and Co., Dillard's Department Stores, Construction Developers, Incorporated and The Jones Store Co.
Letter Agreement	February 20, 1986	LaSalle Street Fund Incorporated and Dillard's Department Stores and Construction Developers, Incorporated
Letter Agreement	April 2, 1986	LaSalle Street Fund Incorporated and Sears, Roebuck and Co.

Letter Agreement	April 4, 1986	LaSalle Street Fund Incorporated, Dillard's Department Stores and Construction Developers, Incorporated
Assignment and Assumption Agreement	April 4, 1986	LaSalle Street Fund Incorporated, Dillard's Department Stores and Construction Developers, Incorporated
Easement Agreement	April 4, 1986	LaSalle Street Fund Incorporated and The Jones Store Co.
Assignment and Assumption Agreement	April 4, 1986	LaSalle Street Fund Incorporated and The Jones Store Co.
Letter Agreement	March 17, 1986	LaSalle Street Fund Incorporated and Sears, Roebuck & Co.
Two Party Agreement	April 4, 1986	LaSalle Street Fund Incorporated and The Jones Store Co.
First Amendment to the Two-Party Agreement	April 5, 1986	LaSalle Street Fund Incorporated and The Jones Store Co.
Reciprocal Agreement	June 6, 1994	LaSalle Street Fund Incorporated and Circuit City Stores, Inc.
Two Party Termination Agreement	April 4, 1986	LaSalle Street Fund Incorporated, Construction Developers, Incorporated and Dillard Department Stores, Inc.
First Amendment to Two Party Agreement	September 21, 1989	LaSalle Street Fund Incorporated and Sears, Roebuck and Company
Agreement of Sale	April 4, 1986	LaSalle Street Fund Incorporated and The Jones Store Co.
Two-Party Agreement	October 26, 1972	Homart Development Co. and Sears, Roebuck and Company
Memorandum of Agreement	October 26, 1973	Homart Development Co. and R.H. Macy & Co., Inc.
Supplement to the Operating Agreement	July 26, 1973	Homart Development Co. and Adcor Realty Corporation
Two-Party Easement Agreement	October 26, 1973	Homart Development Co. and R.H. Macy & Co., Inc.



Bill No. 74-211, Resolution No.746 Right of Way to City of Independence Corp.	June 24, 1974	Homart Development Co., R.H. Macy & Co., Inc., Adcor Realty and Sears, Roebuck and Co.
Bill No. 74-210, Ordinance 3543	June 24, 1974	Homart Development Co., Sears Roebuck and Co., Adcor Realty Corporation, R.H. Macy & Co.
First Amendment to Supplement to The Operating Agreement	April 4, 1986	LaSalle Street Fund Incorporated, Dillard Department Stores, Inc. and Construction Developers, Incorporated
Agreement of Sale	April 4, 1986	Dillard Department Stores, Inc. and LaSalle Street Fund Incorporated
Real Estate Sale and Purchase Agreement	November 3, 1978	Homart Development Co. and LaMancha-Schurgia
Covenants, Condition Restrictions Agreement	November 3, 1978	Homart Development Co. and LaMancha-Schurgia
First Amendment to Covenants, Conditions and Restrictions Agreement	January 11, 1989	LaSalle Street Fund Incorporated and David G. Price, Trustee of the Price Revocable Trust
Letter Agreement	October 4, 1974	Homart Development Co. and Associated Dry Goods.
Letter	October 1, 1988	LaSalle Partners Asset Management Limited and Dillard's Department Store.

**EXHIBIT P/Q**

**SHOPPING CENTER AGREEMENTS AND MODIFICATIONS**

**TO SHOPPING CENTER AGREEMENTS**

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Assignment and Assumption Agreement	April 4, 1986	LaSalle Street Fund Incorporated, Dillard's Department Stores and Construction Developers, Incorporated
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Assignment and Assumption Agreement	April 4, 1986	LaSalle Street Fund Incorporated and The Jones Store Co.
Letter Agreement	March 17, 1986	LaSalle Street Fund Incorporated and Sears, Roebuck & Co.
Two Party Agreement	April 4, 1986	LaSalle Street Fund Incorporated and The Jones Store Co.
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Letter Agreement	October 4, 1974	Homart Development Co. and Associated Dry Goods.
Letter	October 1, 1988	LaSalle Partners Asset Management Limited and Dillard's Department Store.

EXHIBIT R

MISSOURI SPECIAL CORPORATE WARRANTY DEED

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between LA SALLE STREET FUND INCORPORATED, a Maryland corporation ("Grantor"), and SIMON PROPERTY GROUP, L.P., a Delaware limited partnership ("Grantee"). Mailing address of Grantee is c/o Simon Property Group, Inc., Merchants Plaza, Indianapolis, Indiana 46204.

WITNESSETH, that Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to Grantor duly paid, the receipt of which is hereby acknowledged, does by these presents GRANT, BARGAIN and SELL and CONVEY and CONFIRM unto Grantee and Grantee's successors and assigns, the following described property (the "Property"):

(A) The real property described on Exhibit A attached hereto and incorporated herein by this reference (the "Land");

(B) All improvements on the Land (the "Improvements");

(C) All right, title and interest of Grantor in and to (i) all public and private streets, roads, avenues, alleys and passageways, opened or proposed, in front of or abutting the Land, (ii) any award made or to be made and any unpaid award for damage to the Land by reason of any change of grade of any such street, road, avenue, alley or passageway, and (iii) any strips or gores of land adjoining the Land; and

(D) All and singular the estates, rights, privileges, easements and appurtenances belonging or in any wise appertaining to the Land and the Improvements.

SUBJECT TO those matters set forth on Exhibit B attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD the Property with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, unto Grantee and Grantee's successors and assigns, forever, Grantor hereby covenanting that Grantor is lawfully seized of an indefeasible estate in fee of the Property; that Grantor has good right to convey the Property; that the Property is free and clear from any encumbrance done or suffered by Grantor except as set forth above, and that Grantor will warrant and defend the title to the Land and the Improvements unto Grantee and Grantee's successors and assigns forever against the lawful claims and demands of all persons claiming or to claim the same by, through or under Grantor except as set forth above.

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IN WITNESS WHEREOF, Grantor has caused this Deed to be executed the day and year first above written.

LA SALLE STREET FUND INCORPORATED, a Maryland corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ to me personally known to be the person described in and who executed the foregoing instrument, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of LA SALLE STREET FUND INCORPORATED, a Maryland corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

My Commission expires:  
\_\_\_\_\_

EXHIBIT A TO MISSOURI  
SPECIAL CORPORATE WARRANTY DEED

Legal Description

EXHIBIT B TO MISSOURI  
SPECIAL CORPORATE WARRANTY DEED

Exceptions to Conveyance

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EXHIBIT S

BILL OF SALE

LA SALLE STREET FUND INCORPORATED, a Maryland corporation ("Seller") in consideration of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sell, transfers, assigns and sets over unto SIMON PROPERTY GROUP, L.P., a Delaware limited partnership ("Buyer"), all of its right, title and interest in and to any and all personal property (the "Personal Property") which personal property is owned by Seller and located on the real estate legally described on Exhibit A attached hereto, as set forth on Exhibit B attached hereto.

Seller hereby represents and warrants to Buyer that Seller is the absolute owner of the Personal Property free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell the Personal Property and to make this Bill of Sale.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the \_\_\_\_ day of \_\_\_\_\_, 1994.

LA SALLE STREET FUND INCORPORATED,  
a Maryland corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT B  
TO BILL OF SALE  
List of Personal Property

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EXHIBIT T

ASSIGNMENT OF INTANGIBLE PROPERTY

THIS ASSIGNMENT OF INTANGIBLE PROPERTY (the "Assignment"), dated this \_\_\_\_ day of \_\_\_\_\_, 1994 by and between LA SALLE STREET FUND INCORPORATED, a Maryland corporation (the "Assignor") and SIMON PROPERTY GROUP, L.P., a Delaware limited partnership (the "Assignee").

WHEREAS, Assignee has this day purchased Assignor's interest in the real property legally described on the attached Exhibit A (the "Property"); and

WHEREAS, the execution and delivery of this Assignment is a condition precedent to the purchase by Assignee of the Property;

NOW, THEREFORE, in consideration of the purchase and sale of the Property, and for other good and valuable consideration, Assignor and Assignee agree as follows:

1. Assignor hereby grants, transfers and assigns to Assignee all the right, title and interest of Assignor in and to the following:

(i) All licenses, permits, certificates of occupancy, approvals, dedications, subdivision maps or plats and entitlements issued, approved or granted by federal, state or municipal authorities or otherwise in connection with the Property and its renovation, construction, use, maintenance, repair, leasing and operation; and all licenses, consents, easements, rights of way and approvals required from private parties to make use of utilities, to insure pedestrian ingress and egress to the Property and to insure continued use of any vaults under public rights-of-way presently used in the operation of the Property;

(ii) any trade style or trade name used in connection with the Property; and,

(iii) all correspondence with the tenants under tenant leases, and all booklets and manuals relating to the maintenance and operation of the Property.

The foregoing are collectively referred to herein as the "Intangibles".

2. Assignor agrees to assume full responsibility for all the obligations under the Intangibles accruing prior to the date hereof and Assignor agrees to indemnify and hold Assignee harmless from any claims, liabilities or costs (including reasonable attorneys' fees) arising from Assignor's failure to perform said obligations.

3. Assignee assumes full responsibility for all obligations accruing under the Intangibles from and after the date hereof and Assignee agrees to indemnify and hold Assignor and its predecessors in title harmless from all claims, liabilities or costs (including

reasonable attorneys' fees) arising from Assignee's failure to perform said obligations.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

ASSIGNOR:

LA SALLE STREET FUND INCORPORATED,  
a Maryland corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

ASSIGNEE:

SIMON PROPERTY GROUP, L.P.,  
a Delaware limited partnership

By: Simon Property Group, Inc.,  
a Maryland corporation, its  
general partner

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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EXHIBIT A  
TO ASSIGNMENT OF INTANGIBLE PROPERTY  
Legal Description

EXHIBIT U

ASSIGNMENT OF SERVICE CONTRACTS

THIS ASSIGNMENT OF SERVICE CONTRACTS (the "Assignment"), dated this \_\_\_ day of \_\_\_\_\_, 1994, by and between LA SALLE STREET FUND INCORPORATED, a Maryland corporation (the "Assignor") and SIMON PROPERTY GROUP, L.P., a Delaware limited partnership (the "Assignee").

WHEREAS, Assignee has this day purchased Assignor's interest in the real property legally described on the attached Exhibit A (the "Property"); and

WHEREAS, the execution and delivery of this Assignment is a condition precedent to the purchase by the Assignee of the Property;

NOW, THEREFORE, in consideration of the purchase and sale of the Property, and for other good and valuable consideration, Assignor and Assignee agree as follows:

1. Assignor hereby grants, transfers and assigns to Assignee all the right, title and interest of Assignor in and to the following:

(i) any and all reciprocal easement agreements, declarations of covenants, conditions and restrictions, party wall agreements, "tie-back" agreements, common area agreements, shared maintenance agreements, common use agreements or similar agreements or understandings, and all supplements, amendments and modifications thereto; and

(ii) any and all service agreements, maintenance contracts, char contracts, contracts for the purchase or delivery of labor, services, materials, goods, inventory or supplies, cleaning contracts, equipment rental agreements or leases, together with all supplements, amendments and modifications thereto, relating to the Property or Assignor.

The foregoing, including but not limited to, the contracts and agreements listed on the attached Exhibit B, are collectively referred to herein as the "Contracts".

2. Assignor agrees to assume full responsibility for all the obligations under the Contracts accruing prior to the date hereof and Assignor agrees to indemnify and hold Assignee harmless from any claims, liabilities or costs (including reasonable attorneys' fees) arising from Assignor's failure to perform said obligations.

3. Assignee assumes full responsibility for all obligations under the Contracts accruing from and after the date hereof and Assignee agrees to indemnify and hold Assignor and its predecessors in title harmless from all claims, liabilities or costs (including reasonable attorneys' fees) arising from Assignee's failure to perform said obligations.

IN WITNESS WHEREOF, the parties have executed this Assignment  
as of the date first written above.

LA SALLE STREET FUND INCORPORATED,  
a Maryland corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

SIMON PROPERTY GROUP, L.P.,  
a Delaware limited partnership

By: Simon Property Group, Inc.,  
a Maryland corporation, its  
general partner

By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A  
TO ASSIGNMENT OF SERVICE CONTRACTS  
Legal Description

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EXHIBIT B

TO ASSIGNMENT OF SERVICE CONTRACTS

List of Contracts and Agreements

EXHIBIT V

ASSIGNMENT OF TENANT LEASES

FOR VALUE RECEIVED, the undersigned, LA SALLE STREET FUND INCORPORATED, a Maryland corporation (the "Assignor") hereby assigns, transfers and sets over to SIMON PROPERTY GROUP, L.P., a Delaware limited partnership ("Assignee"), all interest of the undersigned in all those leases (the "Leases") demising and leasing any portion of the premises legally described on Exhibit A attached hereto, as set forth on Exhibit B attached hereto, together with all rents payable under the Leases and all benefits and advantages to be derived therefrom to hold and receive them unto the Assignee, and together with all rights against guarantors, if any, of the obligations of the tenants under the Leases.

1. Assignor hereby assumes full responsibility for all obligations and defaults of landlord under the Leases accrued to the date hereof and full responsibility for any commissions owed in connection with the execution of the Leases, other than (i) the payment of the cost of any improvements and commissions relating to any Leases entered into after October \_\_, 1994, and (ii) the payment of the cost of certain outstanding tenants improvements or commissions relating to the Leases in the amounts designated as Assignee's responsibility to pay, as agreed to by Assignor and Assignee pursuant to Section 9.E. of that certain Purchase and Sale Agreement between Assignor and Assignee dated as of October \_\_, 1994 (the "Purchase Agreement"), and as set forth on Exhibit C attached hereto. Assignor also agrees to indemnify and hold Assignee harmless from any claims, liabilities or costs (including reasonable attorneys' fees) arising from Assignor's failure to perform said obligations.

2. Assignee hereby assumes full responsibility for all obligations and defaults of landlord under the Leases accruing after the date hereof other than (i) the payment of the cost of any improvements and commissions relating to any Leases entered into after October \_\_, 1994, and (ii) the cost of certain outstanding tenants improvements or commissions relating to the Leases in the amounts designated as Assignor's responsibility to pay, as agreed to by Assignor and Assignee pursuant to Section 9.E. of the Purchase Agreement and as set forth on Exhibit C attached hereto. Assignee hereby agrees to indemnify and hold Assignor harmless from any claims, liabilities or costs (including reasonable attorneys' fees) arising from Assignee's failure to perform said obligations.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the \_\_ day of \_\_\_\_\_, 1994.

ASSIGNOR:

LA SALLE STREET FUND INCORPORATED,  
a Maryland corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ to me personally known to be the person described in and who executed the foregoing instrument, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of SIMON PROPERTY GROUP, INC., a Maryland corporation, the general partner of SIMON PROPERTY GROUP, L.P., a Delaware limited partnership, that said instrument was signed in behalf of said partnership, and said person acknowledged said instrument to be the free act and deed of said partnership and that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission expires:  
\_\_\_\_\_

EXHIBIT A

TO ASSIGNMENT OF TENANT LEASES

Legal Description

EXHIBIT B

TO ASSIGNMENT OF TENANT LEASES

List of Tenant Leases

EXHIBIT C

TO ASSIGNMENT OF TENANT LEASES

Allocation of Payment of Outstanding  
Improvements and/or Commissions

EXHIBIT W

ASSIGNMENT AND ASSUMPTION OF SELLER'S INTEREST  
IN SHOPPING CENTER AGREEMENTS

THIS ASSIGNMENT AND ASSUMPTION OF SELLER'S INTEREST IN SHOPPING CENTER AGREEMENTS (the "Assignment"), dated this \_\_\_\_ day of \_\_\_\_\_, by and between LA SALLE STREET FUND INCORPORATED, a Maryland corporation (the "Seller") and SIMON PROPERTY GROUP, L.P., a Delaware limited partnership (the "Buyer").

WHEREAS, Buyer has this day purchased Seller's interest in the real property legally described on the attached Exhibit A (the "Property"); and

WHEREAS, the execution and delivery of this Assignment is a condition precedent to the purchase by the Buyer of the Property;

NOW, THEREFORE, in consideration of the purchase and sale of the Property, and for other good and valuable consideration, Seller and Buyer agree as follows:

1. Seller hereby grants, transfers and assigns to Buyer all the right, title and interest of Seller in and to the Operating Agreement, dated October 26, 1973, by and between Homart Development Co., Sears, Roebuck and Co., Adcor Realty Corporation and R. H. Macy and Co., filed October 26, 1973, as Document No. I-167210, in Book I-478, Page 278, as amended by the First Amendment of Operating Agreement, executed in two counterparts, one counterpart dated October 23, 1974, as Document No. I-197333, in Book I-557, page 1214, executed by Homart Development Co., the other counterpart dated October 23, 1974, executed by and between Sears, Roebuck and Co., Adcor Realty Corporation and R.H. Macy & Co., Inc., filed October 29, 1974, as Document No. I-197334, in Book I-557, Page 1219; and as further amended by the Second Amendment to Operating Agreement dated December 18, 1974, filed December 30, 1974, as Document No. I-201074, in Book I-568, Page 578; and as further amended by the Third Amendment to Operating Agreement dated as of June 23, 1981, filed September 30, 1981, as Document No. I-468509, in Book I-1103, Page 1944; and as further amended by the Amended and Restated Fourth Amendment to Operating Agreement dated April 5, 1986, filed September 21, 1990, as Document No. I-1001157, in Book I-2060, at Page 1532, and as further amended by Fifth Amendment to Operating Agreement dated June 6, 1994, filed June 9, 1994 as Document No. I-1281032, in Book I-2580, Page 83, together with any other amendments thereto or supplemental agreements (collectively, the "Shopping Center Agreements"), concerning use and operation of the Project.

2. Seller agrees to assume full responsibility for all the obligations under the Shopping Center Agreements accruing prior to the date hereof and Seller agrees to indemnify and hold Buyer harmless from any claims, liabilities or costs (including reasonable attorneys' fees) arising from Seller's failure to perform said obligations.



3. Buyer assumes full responsibility for all obligations under the Shopping Center Agreements accruing from and after the date hereof, and hereby agrees to perform and be bound by all of the terms, covenants and conditions respecting Seller under the Shopping Center Agreements from and after the date hereof. Buyer also agrees to indemnify and hold Seller and its predecessors in title harmless from all claims, liabilities or costs (including reasonable attorneys' fees) arising from Buyer's failure to perform said obligations assumed hereunder. This assumption and undertaking by Buyer shall be for the benefit of the other "Parties" (as such term is defined in the Shopping Center Agreements) to the Shopping Center Agreements.

4. Upon Buyer's acquisition of Seller's interest in the Property, as evidenced by the recordation of a Special Warranty Deed conveying the Property from Seller to Buyer, Buyer shall replace Seller as the "Developer" under the Shopping Center Agreement, and the provisions of Article XXV Section 25.15 (as set forth in the Amended and Restated Fourth Amendment to Operating Agreement) shall apply to Buyer and in each instance in said Section 25.15 in which "LaSalle" appears it shall be replaced with "Simon Property Group, L.P."

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date first written above.

SELLER:

LA SALLE STREET FUND INCORPORATED,  
a Maryland corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

BUYER:

SIMON PROPERTY GROUP, L.P.,  
a Delaware limited partnership

By: Simon Property Group, Inc.,  
a Maryland corporation, its  
general partner

By: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ to me personally known to be the person described in and who executed the foregoing instrument, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of LA SALLE STREET FUND INCORPORATED, a Maryland corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said person acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public  
Printed Name: \_\_\_\_\_

My Commission expires:  
\_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_, before me, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ to me personally known to be the person described in and who executed the foregoing instrument, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of SIMON PROPERTY GROUP, INC., a Maryland corporation, the general partner of SIMON PROPERTY GROUP, L.P., a Delaware limited partnership, that said instrument was signed in behalf of said partnership, and said person acknowledged said instrument to be the free act and deed of said partnership and that he executed the same for the purposes therein stated.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission expires:

EXHIBIT A

TO ASSIGNMENT OF SELLER'S INTEREST IN SHOPPING CENTER AGREEMENTS

Legal Description

EXHIBIT X

Form of Tenant Estoppel Letter

**ESTOPPEL CERTIFICATE**

The undersigned upon the request of its landlord certifies, confirms, and ratifies to LA SALLE STREET FUND INCORPORATED and to SIMON PROPERTY GROUP, L.P. the purchaser of INDEPENDENCE CENTER as follows:

1. The undersigned is currently the Lessee under that certain lease identified as follows and hereafter referred to as the "Lease": Lease dated \_\_\_\_\_ by and between \_\_\_\_\_ as "Lessee" and LA SALLE STREET FUND INCORPORATED or its predecessor as "Lessor" as amended or changed by the following documents dated: \_\_\_\_\_

2. The Lease leases to Lessee the premises known as Space Number \_\_\_\_\_, consisting of \_\_\_\_\_ square feet, located in Independence Center in Independence, Missouri ("Demised Premises").

3. There are no other agreements written or oral between Lessor (or its manager) and the undersigned regarding the Demised Premises except as stated in paragraph 1.

4. The undersigned is currently in occupancy of the Demised Premises.

5. The term of said Lease began on \_\_\_\_\_ and expires on \_\_\_\_\_.

6. The current minimum annual rental payable under the Lease is \$\_\_\_\_\_ and is paid in equal monthly installments.

7. No rental has been paid more than one month in advance and no security has been deposited with Lessor except \$\_\_\_\_\_.

8. All required contributions due to Lessee on account of Lessee's improvements have been received.

9. As of this date there are no existing defenses or offsets which the undersigned has against the enforcement of the Lease.

10. All conditions under the Lease to be performed by the Lessor have been satisfied including but without limitation, any co-tenancy requirements thereunder.

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11. The monthly rental installment for the month of November, 1994 has been paid.

12. Percentage or overage rent as required under the Lease has been paid for the period through \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.

13. The amount of additional charges under the Lease for ancillary charges are currently \$ \_\_\_\_\_ per month.

14. All information, notices or requests provided for or permitted to be given under the Lease to Lessee shall be addressed as follows:

\_\_\_\_\_  
(Tenant Name - Corporate and d/b/a if applicable)

\_\_\_\_\_  
Address City State

\_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
Contact Person (and phone number if different from above)

15. The undersigned has obtained all necessary permits, certificates of occupancy, and insurance, as required in the Lease, and that are necessary for the occupancy of the Demised Premises and operation of Lessee's business.

16. The undersigned is in compliance with all governmental regulations, codes and ordinances and has not been given notice of any violation from any governmental agency.

17. The undersigned is not currently a petitioner in any bankruptcy proceeding or state insolvency proceeding.

18. There is currently no renovations, remodeling and/or construction in process on the Demised Premises for which the undersigned is obligated to pay. There are currently no mechanic's liens or notices of mechanic's liens affecting the Demised Premises.

IN WITNESS WHEREOF, this certificate has been duly executed and delivered by the undersigned this \_\_\_\_\_ day of November, 1994.

\_\_\_\_\_  
Name:  
Title:

EXHIBIT Y

Form of Seller's Estoppel Letter

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**ESTOPPEL CERTIFICATE**

The undersigned upon the request of its landlord certifies, confirms, and satisfies to LA SALLE STREET FUND INCORPORATED and to SIMON PROPERTY GROUP, L.P. the purchaser of INDEPENDENCE CENTER as follows:

1. The undersigned is currently the Lessee under that certain lease identified as follows and hereafter referred to as the "Lease": Lease dated \_\_\_\_\_ by and between

as "Lessee" and LA SALLE STREET FUND INCORPORATED or its predecessor as "Lessor" as amended or changed by the following documents dated: \_\_\_\_\_

2. The Lease leases to Lessee the premises known as Space Number \_\_\_\_\_, consisting of \_\_\_\_\_ square feet, located in Independence Center in Independence, Missouri ("Demised Premises").

3. There are no other agreements written or oral between Lessor (or its manager) and the undersigned regarding the Demised Premises except as stated in paragraph 1.

4. The undersigned is currently in occupancy of the Demised Premises.

5. The term of said Lease began on \_\_\_\_\_ and expires on \_\_\_\_\_.

6. The current minimum annual rental payable under the Lease is \$ \_\_\_\_\_ and is paid in equal monthly installments.

7. No rental has been paid more than one month in advance and no security has been deposited with Lessor except \$ \_\_\_\_\_.

8. All required contributions due to Lessee on account of Lessee's improvements have been received.

9. As of this date there are no existing defenses or offsets which the undersigned has against the enforcement of the Lease.

10. All conditions under the Lease to be performed by the Lessor have been satisfied including but without limitation, any co-tenancy requirements thereunder.

11. The monthly rental installment for the month of November, 1994 has been paid.

12. Percentage or overage rent as required under the Lease has been paid for the period through \_\_\_\_\_ in the amount of \$ \_\_\_\_\_.

13. The amount of additional charges under the Lease for ancillary charges are currently \$ \_\_\_\_\_ per month.

14. All information, notices or requests provided for or permitted to be given under the Lease to Lessee shall be addressed as follows:

\_\_\_\_\_  
(Tenant Name - Corporate and d/b/a if applicable)

\_\_\_\_\_  
Address City State

\_\_\_\_\_  
Telephone Fax

\_\_\_\_\_  
Contact Person (and phone number if different from above)

~~15. The undersigned has obtained all necessary permits, certificates of occupancy, and insurance, as required in the Lease, and that are necessary for the occupancy of the Demised Premises and operation of Lessee's business.~~

~~16. The undersigned is in compliance with all governmental regulations, codes and ordinances and has not been given notice of any violation from any governmental agency.~~

17. The undersigned is not currently a petitioner in any bankruptcy proceeding or state insolvency proceeding.

18. There is currently no renovations, remodeling and/or construction in process on the Demised Premises for which the undersigned is obligated to pay. There are currently no mechanic's liens or notices of mechanic's liens affecting the Demised Premises.

IN WITNESS WHEREOF, this certificate has been duly executed and delivered by the undersigned this \_\_\_\_\_ day of November, 1994.

\_\_\_\_\_  
Name:  
Title:

(Department Store Letterhead)

SIMON PROPERTY GROUP, L.P.  
c/o Melvin Simon & Associates, Inc.  
115 West Washington Street  
Indianapolis, Indiana 46204

(and)

LA SALLE STREET FUND INCORPORATED  
11 South La Salle Street  
Chicago, Illinois 60603

RE: Independence Center, Independence, MO

Gentlemen:

Simon Property Group, L.P. ("SPG") and La Salle Street Fund Incorporation ("La Salle") do hereby inform you that La Salle intends to sell to SPG all of La Salle's interest in Independence Center, Independence, Missouri. In connection with this transaction SPG has requested La Salle to obtain a certification regarding the Operating Agreement (hereafter defined) from all the parties to the Operating Agreement. The undersigned certifies to SPG and La Salle as follows:

1. The undersigned is a party to the Operating Agreement more fully described on Exhibit A and including such other agreements entered into by the undersigned or its predecessor as identified on Exhibit A all of which are collectively referred to as the undersigned's Operating Agreement.
2. Exhibit A is a complete list of all the agreements regarding the undersigned's Operating Agreement.
3. The undersigned is open and operating as required under the undersigned's operating covenant.
4. To the best of the undersigned's knowledge and belief there are no actionable defaults by any party to the Operating Agreement.
5. Any contribution owed by the undersigned for its allocable share under the Operating Agreement is current and no monies have been paid by the undersigned to La Salle more than 30 days in advance.

6. Any and all obligations of La Salle or its predecessors under the Operating Agreement have been performed including any monies owed to the undersigned by La Salle or its predecessors and La Salle is not in default under any terms of the Operating Agreement.

7. Upon SPG's acquisition of La Salle's interest in Independence Center and assumption of all the terms, covenants and conditions of the Operating Agreement as evidenced by a written Assignment and Assumption Agreement to be recorded, the undersigned will recognize Simon Property Group, L.P. as the "Developer" under the Operating Agreement and the provisions of Article XXV Section 25.15 as set forth in the Amended and Restated Fourth Amendment to Operating Agreement shall apply to Simon Property Group, L.P. and in each instance in said Section 25.15 that "La Salle" appears it shall be replaced with "Simon Property Group, L.P."

Dated: \_\_\_\_\_

\_\_\_\_\_

**EXHIBIT "A" (SEARS)**

1. Operating Agreement dated October 26, 1973 recorded on October 26, 1973 in Book I-478 Pages 278-416;
2. First Amendment dated October 23, 1974, recorded October 29, 1974 in Book I-557 Page 1214 executed by Homart Development Co. and First Amendment dated October 23, 1974 recorded on October 29, 1974 in Book I-557 Pages 1219-1221 executed by Adcor Realty Corporation, Sears, Roebuck and Co., and R.H. Macy & Co., Inc.;
3. Second Amendment dated December 18, 1974 recorded on December 30, 1974 in Book I 568 Pages 578-586;
4. Third Amendment dated June 23, 1981 recorded on September 30, 1981 in Book I-1103 Pages 1944-1966;
5. Amended and Restated Fourth Amendment dated April 5, 1986 recorded on September 21, 1990 in Book I-2060 Pages 1532-1597;
6. Fifth Amendment to Operating Agreement dated June 6, 1994 recorded on June 9, 1994 in Book I-2580 Pages 83-91;
7. Two-Party Agreement dated October 26, 1972;
8. First Amendment to Two-Party Agreement dated September 21, 1989;

**EXHIBIT "A" (JONES)**

1. Operating Agreement dated October 26, 1973 recorded on October 26, 1973 in Book I-478 Pages 278-416;
2. First Amendment dated October 23, 1974, recorded October 29, 1974 in Book I-557 Page 1214 executed by Homart Development Co. and First Amendment dated October 23, 1974 recorded on October 29, 1974 in Book I-557 Pages 1219-1221 executed by Adcor Realty Corporation, Sears, Roebuck and Co., and R.H. Macy & Co., Inc.;
3. Second Amendment dated December 18, 1974 recorded on December 30, 1974 in Book I-568 Pages 578-586;
4. Third Amendment dated June 23, 1981 recorded on September 30, 1981 in Book I-1103 Pages 1944-1966;
5. Amended and Restated Fourth Amendment dated April 5, 1986 recorded on September 21, 1990 in Book I-2060 Pages 1532-1597;
6. Fifth Amendment to Operating Agreement dated June 6, 1994 recorded on June 9, 1994 in Book I-2580 Pages 83-91;
7. Two-Party Easement Agreement dated October 26, 1973 recorded on December 26, 1973 in Book I-489 Pages 1192-1200;
8. Assignment and Assumption Agreement dated April 4, 1986 recorded on April 7, 1986 in Book I-1525 Pages 1726-1731;
9. Easement Agreement dated April 4, 1986 and recorded on April 7, 1986 in Book I-1525 Pages 1732-1743;
10. Two-Party Agreement dated April 4, 1986;
11. First Amendment to Two-Party Agreement dated April 5, 1986.

EXHIBIT AA

Form of Opinion of Seller's Counsel

Date: \_\_\_\_\_, 1994

Simon Property Group, L.P.  
c/o Simon Property Group, Inc.  
Merchants Plaza  
Indianapolis, IN 46204  
Attn: David Simon  
Bruce Gobeyn  
James M. Barkley

Re: Independence Center

Dear Mr. Simon:

We have acted as attorneys to La Salle Street Fund Incorporated, a Maryland corporation ("Seller"), in connection with the sale of the Independence Center in Independence, Missouri (the "Property") to Simon Property Group, L.P., a Delaware limited partnership ("Buyer"), pursuant to a certain Purchase and Sale Agreement dated as of \_\_\_\_\_, 1994 (the "Agreement").

In connection therewith, we have examined and are familiar with the Agreement. In our capacity as such counsel, we have reviewed such documents and considered such questions of law as we have deemed necessary for purposes of rendering the opinions set forth herein.

In connection with the opinions set forth below, we have assumed, with your permission and without any investigation or independent confirmation:

- i. the genuineness of all signatures other than those on behalf of Seller;
- ii. the authenticity and accuracy of all materials examined by us;
- iii. the truth and accuracy of all statements, representations and warranties of the parties contained in the Agreement and in the certificate attached hereto as Schedule A ("Seller's Certificate");
- iv. the conformity to the originals of all documents submitted to us as copies;
- v. the legal capacity of natural persons;

- vi. the proper recording or filing with the appropriate governmental bodies of all appropriate documents and full compliance by Seller under all laws applicable to enforcement of any rights it may have under the Agreement; and
- vii. that all parties to the Agreement other than Seller, if any, are duly organized, validly existing and in good standing under the laws of their respective jurisdictions of organization, and have full power and authority to execute, to deliver and to perform their obligations under the Agreement; that the Agreement has been duly authorized by all necessary action of such other parties and have been duly executed and delivered by such other parties; and that the Agreement is the valid, binding and enforceable obligations of such other parties.

Based upon and subject to the foregoing, we are of the opinion that:

1. Proper Execution and Delivery. The Agreement has been properly executed and delivered by or on behalf of Seller.
2. Validity and Enforceability. The Agreement is the valid and binding obligation of Seller, enforceable against Seller in accordance with its respective terms.
3. Conflicts. To the best of our knowledge, the execution and delivery of the Agreement by Seller does not violate or conflict with any agreement, contract or obligation binding on Seller or any Illinois law, rule or regulation applicable to Seller.
4. Litigation. To the best of our knowledge (and we specifically disclaim having made any search or investigation of the records of any courts, governmental authorities or administrative agencies), there is no litigation or administrative proceeding pending or threatened against or involving Seller which would affect the ability of Seller to perform its obligations under the Agreement.

Whenever our opinion herein is qualified by the phrase "to the best of our knowledge," it is intended to indicate that during the course of our representation of Seller no information has come to our attention which gives us actual knowledge of the existence of such facts. However, except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge of the existence or absence of such facts should be drawn from the fact of our representation of Seller.

The foregoing opinions are limited and qualified as follows:

1. Wherever we indicate that our opinion with respect to the existence or absence of facts is based on our knowledge, our opinion is based solely on (a) the current actual knowledge of A. M. Rogers, Jr.; (b) the representations and warranties contained in the Agreement; and (c) Seller's Certificate. The actual knowledge of A. M. Rogers, Jr. consists solely of matters disclosed in the course of our internal interview procedures in connection with the preparation of this opinion; we disclaim any obligation to search our files and

AA.2



records except those specifically relating to the Property. Except as otherwise specifically indicated herein, we have made no independent investigation as to such factual matters and disclaim any responsibility to do so. However, we have no actual knowledge of any facts which lead us to believe such factual matters are untrue or inaccurate.

2. Buyer's ability to enforce the Agreement may be limited by applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance and other similar laws now or hereafter in effect relating to or affecting creditors' rights generally. Without limiting the generality of the foregoing, we express no opinion as to whether execution and delivery of the Agreement constitutes a fraudulent conveyance, or whether performance under the Agreement may in the future constitute a fraudulent conveyance.

3. Enforcement of Buyer's rights and remedies may be limited by general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law, as well as by laws and judicial decisions which have imposed duties and standards of conduct (including, without limitation, obligations of good faith, fair dealing and reasonableness) upon sellers or landlords, and in this regard we have assumed that Buyer will exercise its rights and remedies under the Agreement in good faith and in circumstances and a manner which are commercially reasonable.

4. Certain provisions of the Agreement may be rendered unenforceable or limited by applicable laws and judicial decisions but such laws and judicial decisions do not render the Agreement invalid as a whole, and there exist in the Agreement or pursuant to applicable law legally adequate remedies for the substantial realization of the principal benefits intended to be provided by the Agreement.

5. We express no opinion as to the rights of any of the parties to the Agreement to exercise remedies available to them on the happening of a non-material breach under the Agreement.

6. We are not authorized to practice in any state other than Illinois and express no opinion with reference to the law of any other state. This opinion is rendered as of the date hereof, and we undertake no duty to update this opinion for any reason, including changes in applicable law.

This opinion is limited to the matters set forth herein. No opinion may be inferred or implied beyond the matters expressly contained herein. Headings in this opinion are inserted solely for convenience, are not part of this opinion and shall not be used in interpretation hereof. This opinion is rendered solely for the benefit of the addressee hereof, and may not be relied upon by any other person or entity without our express written consent.

Very truly yours,

MAYER BROWN & PLATT

By: \_\_\_\_\_

SCHEDULE A

Seller's Certificate

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS CERTIFICATE is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 1994, by La Salle Street Fund Incorporated, a Maryland corporation ("Seller").

Recital:

Seller has executed and delivered that certain Purchase and Sale Agreement, dated as of \_\_\_\_\_, 1994 (the "Agreement") to Simon Property Group, L.P. (the "Buyer").

In consideration of the foregoing recital (the truth and accuracy of which is acknowledged by Seller), Seller certifies as follows:

1. Consents required from any officers, directors or shareholders of Seller to execute and deliver the Agreement have been obtained.

2. To the best knowledge of Seller, no authorizations, approvals or consents of, or filings or registrations with, any governmental or regulatory authority or agency of the State of Illinois or any political subdivision thereof are required for the execution and delivery by Seller of the Agreement, or for the validity or enforceability thereof.

3. The representations and warranties of Seller contained in the Agreement are true and correct.

4. To the best knowledge of Seller, the execution and delivery of the Agreement by Seller does not, and the transfer of title for the Property from Seller to Buyer or its assignee or nominee, will not:

(a) conflict with or violate or result in a breach of any of the provisions of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the properties or assets of Seller under any agreement or other instrument to which Seller or an officer, director or shareholder of Seller, as the case may be, is a party, or by which their property or assets may be bound; or

(b) conflict with or violate any judgment, order, writ, injunction, decree or rule of any court, administrative agency or other governmental authority or of any determination or award of any arbitrator binding upon

Seller or any officer, director or shareholder thereof, or by which their property or assets may be bound.

5. There is no litigation or administrative proceeding pending or, to the best knowledge of Seller, threatened against or involving Seller which would affect the ability of Seller to perform its obligations under the Agreement.

6. (a) There was no fraud in the inducement, coercion or other deprivation of free will involved in the agreements, representations, warranties and acknowledgements by Seller as set forth in the Agreement with respect to the matters and transactions contemplated therein, or with respect to the execution and delivery of this Certificate.

(b) Seller is not under any pressing necessity to enter into the transactions contemplated by the Agreement.

WITNESS the execution of this Certificate as of the date first above written.

LA SALLE STREET FUND INCORPORATED,  
a Maryland corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT BB

ASSIGNMENT OF GUARANTIES AND WARRANTIES

THIS ASSIGNMENT OF GUARANTIES AND WARRANTIES (the "Assignment"), dated this \_\_\_\_ day of \_\_\_\_\_, 1994, by and between LA SALLE STREET FUND INCORPORATED, a Maryland corporation (the "Assignor") and SIMON PROPERTY GROUP, L.P., a Delaware limited partnership (the "Assignee").

WHEREAS, Assignee has this day purchased Assignor's interest in the real property legally described on the attached Exhibit A (the "Property"); and

WHEREAS, the execution and delivery of this Assignment is a condition precedent to the purchase by the Assignee of the Property;

NOW, THEREFORE, in consideration of the purchase and sale of the Property, and for other good and valuable consideration, Assignor and Assignee agree as follows:

1. Assignor hereby grants, transfers and assigns to Assignee all the right, title and interest of Assignor in and to all presently effective and assignable warranties, guaranties, representations or covenants given to or made in favor of Assignor or Assignor's affiliates in connection with the acquisition, development, construction, maintenance, repair, renovation or inspection of the Property (collectively referred to herein as the "Guaranties").

2. Assignor agrees to assume full responsibility for all the obligations under the Guaranties accruing prior to the date hereof and Assignor agrees to indemnify and hold Assignee harmless from any claims, liabilities or costs (including reasonable attorneys' fees) arising from Assignor's failure to perform said obligations.

3. Assignee assumes full responsibility for all obligations accruing from and after the date hereof and Assignee agrees to indemnify and hold Assignor and its predecessors in title harmless from all claims, liabilities or costs (including reasonable attorneys' fees) arising from Assignee's failure to perform said obligations.

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IN WITNESS WHEREOF, the parties have executed this Assignment  
as of the date first written above.

LA SALLE STREET FUND INCORPORATED,  
a Maryland corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

SIMON PROPERTY GROUP, L.P.,  
a Delaware limited partnership

By: Simon Property Group, Inc.,  
a Maryland corporation, its  
general partner

By: \_\_\_\_\_  
Title: \_\_\_\_\_

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EXHIBIT A

TO ASSIGNMENT OF GUARANTIES AND WARRANTIES

Legal Description

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EXHIBIT CC

Form of Opinion of Purchaser's Counsel

Date: \_\_\_\_\_, 1994

La Salle Street Fund Incorporated  
c/o LaSalle Partners Limited  
11 South LaSalle Street  
Chicago, IL 60606

Attn: \_\_\_\_\_

Re: Independence Center

Dear Gentlemen:

We have acted as attorneys to Simon Property Group, L.P., a Delaware limited partnership, ("Buyer") in connection with the sale by La Salle Street Fund Incorporated, a Maryland corporation ("Seller") of the Independence Center in Independence, Missouri (the "Property") pursuant to a certain Purchase and Sale Agreement dated as of \_\_\_\_\_, 1994 (the "Agreement").

In connection therewith, we have examined and are familiar with the Agreement. In our capacity as such counsel, we have reviewed such documents and considered such questions of law as we have deemed necessary for purposes of rendering the opinions set forth herein.

In connection with the opinions set forth below, we have assumed, with your permission and without any investigation or independent confirmation:

- i. the genuineness of all signatures other than those on behalf of Buyer;
- ii. the authenticity and accuracy of all materials examined by us;
- iii. the truth and accuracy of all statements, representations and warranties of the parties contained in the Agreement and in the certificate attached hereto as Schedule A ("Buyer's Certificate");
- iv. the conformity to the originals of all documents submitted to us as copies;
- v. the legal capacity of natural persons;
- vi. the proper recording or filing with the appropriate governmental bodies of all appropriate documents and full compliance by Buyer under all laws applicable to enforcement of any rights it may have under the Agreement; and

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TRADEMARK  
REEL: 002835 FRAME: 0339

vii. that all parties to the Agreement other than Buyer, if any, are duly organized, validly existing and in good standing under the laws of their respective jurisdictions of organization, and have full power and authority to execute, to deliver and to perform their obligations under the Agreement; that the Agreement has been duly authorized by all necessary action of such other parties and have been duly executed and delivered by such other parties; and that the Agreement is the valid, binding and enforceable obligations of such other parties.

Based upon and subject to the foregoing, we are of the opinion that:

1. Proper Execution and Delivery. The Agreement has been properly executed and delivered by or on behalf of Buyer.
2. Validity and Enforceability. The Agreement is the valid and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms.
3. Conflicts. To the best of our knowledge, the execution and delivery of the Agreement by Buyer does not violate or conflict with any agreement, contract or obligation binding on Buyer or any Illinois law, rule or regulation applicable to Buyer.
4. Litigation. To the best of our knowledge (and we specifically disclaim having made any search or investigation of the records of any courts, governmental authorities or administrative agencies), there is no litigation or administrative proceeding pending or threatened against or involving Buyer which would affect the ability of Buyer to perform its obligations under the Agreement.

Whenever our opinion herein is qualified by the phrase "to the best of our knowledge," it is intended to indicate that during the course of our representation of Buyer no information has come to our attention which gives us actual knowledge of the existence of such facts. However, except to the extent expressly set forth herein, we have not undertaken any independent investigation to determine the existence or absence of such facts, and no inference as to our knowledge of the existence or absence of such facts should be drawn from the fact of our representation of Buyer.

The foregoing opinions are limited and qualified as follows:

1. Wherever we indicate that our opinion with respect to the existence or absence of facts is based on our knowledge, our opinion is based solely on (a) the current actual knowledge of Joel D. Rubin; (b) the representations and warranties contained in the Agreement; and (c) Buyer's Certificate. The actual knowledge of Joel D. Rubin consists solely of matters disclosed in the course of our internal interview procedures in connection with the preparation of this opinion; we disclaim any obligation to search our files and records except those specifically relating to the Property. Except as otherwise specifically indicated herein, we have made no independent investigation as to such factual matters and disclaim any responsibility to do so. However, we have no actual knowledge of any facts which lead us to believe such factual matters are untrue or inaccurate.



2. Seller's ability to enforce the Agreement may be limited by applicable bankruptcy, reorganization, insolvency, moratorium, fraudulent conveyance and other similar laws now or hereafter in effect relating to or affecting creditors' rights generally. Without limiting the generality of the foregoing, we express no opinion as to whether execution and delivery of the Agreement constitutes a fraudulent conveyance, or whether performance under the Agreement may in the future constitute a fraudulent conveyance.

3. Enforcement of Seller's rights and remedies may be limited by general principles of equity, regardless of whether such enforcement is considered in a proceeding in equity or at law, as well as by laws and judicial decisions which have imposed duties and standards of conduct (including, without limitation, obligations of good faith, fair dealing and reasonableness) upon sellers or landlords, and in this regard we have assumed that Buyer will exercise its rights and remedies under the Agreement in good faith and in circumstances and a manner which are commercially reasonable.

4. Certain provisions of the Agreement may be rendered unenforceable or limited by applicable laws and judicial decisions but such laws and judicial decisions do not render the Agreement invalid as a whole, and there exist in the Agreement or pursuant to applicable law legally adequate remedies for the substantial realization of the principal benefits intended to be provided by the Agreement.

5. We express no opinion as to the rights of any of the parties to the Agreement to exercise remedies available to them on the happening of a non-material breach under the Agreement.

6. We are not authorized to practice in any state other than Illinois and express no opinion with reference to the law of any other state. This opinion is rendered as of the date hereof, and we undertake no duty to update this opinion for any reason, including changes in applicable law.

This opinion is limited to the matters set forth herein. No opinion may be inferred or implied beyond the matters expressly contained herein. Headings in this opinion are inserted solely for convenience, are not part of this opinion and shall not be used in interpretation hereof. This opinion is rendered solely for the benefit of the addressee hereof, and may not be relied upon by any other person or entity without our express written consent.

Very truly yours,

D'ANCONA & PFLAUM

By: \_\_\_\_\_

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**SCHEDULE A**

**Buyer's Certificate**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS CERTIFICATE is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 1994, by Simon Property Group, L.P., a Delaware limited partnership, ("Buyer").

**Recital:**

Buyer has executed and delivered that certain Purchase and Sale Agreement, dated as of \_\_\_\_\_, 1994 (the "Agreement") to La Salle Street Fund Incorporated, a Maryland corporation (the "Buyer").

In consideration of the foregoing recital (the truth and accuracy of which is acknowledged by Buyer), Buyer certifies as follows:

1. Consents required from any partners or investors of Buyer to execute and deliver the Agreement have been obtained.

2. To the best knowledge of Buyer, no authorizations, approvals or consents of, or filings or registrations with, any governmental or regulatory authority or agency of the State of Illinois or any political subdivision thereof are required for the execution and delivery by Buyer of the Agreement, or for the validity or enforceability thereof.

3. The representations and warranties of Buyer contained in the Agreement are true and correct.

4. To the best knowledge of Buyer, the execution and delivery of the Agreement by Buyer does not, and the transfer of title for the Property to Buyer or its assignee or nominee, will not:

(a) conflict with or violate or result in a breach of any of the provisions of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the properties or assets of Buyer under any agreement or other instrument to which Buyer or a partner or investor of Buyer, as the case may be, is a party, or by which their property or assets may be bound; or

(b) conflict with or violate any judgment, order, writ, injunction, decree or rule of any court, administrative agency or other governmental

authority or of any determination or award of any arbitrator binding upon Buyer or any partner or investor thereof, or by which their property or assets may be bound.

5. There is no litigation or administrative proceeding pending or, to the best knowledge of Buyer, threatened against or involving Buyer which would affect the ability of Buyer to perform its obligations under the Agreement.

6. (a) There was no fraud in the inducement, coercion or other deprivation of free will involved in the agreements, representations, warranties and acknowledgements by Buyer as set forth in the Agreement with respect to the matters and transactions contemplated therein, or with respect to the execution and delivery of this Certificate.

(b) Buyer is not under any pressing necessity to enter into the transactions contemplated by the Agreement.

WITNESS the execution of this Certificate as of the date first above written.

**SIMON PROPERTY GROUP, L.P.**  
a Delaware limited partnership

By: **Simon Property Group, Inc.,**  
a Maryland corporation, its  
general partner

By: \_\_\_\_\_  
Title: \_\_\_\_\_

FIRPTA CERTIFICATE

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by LA SALLE STREET FUND INCORPORATED, a Maryland corporation ("Seller"), the undersigned hereby certifies the following:

1. Seller is not a foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Seller's U.S. employer identification number is \_\_\_\_\_; and
3. Seller's principal place of business is c/o LaSalle Partners Limited, 11 South LaSalle Street, Chicago, Illinois 60603.

Seller understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Seller.

LA SALLE STREET FUND INCORPORATED, a  
Maryland corporation

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT EE**

**Simon/LaSalle - Independence Center Due Diligence**

**STRUCTURAL/PHYSICAL**

**LA SALLE**

1. Parking Lot Resurfacing	\$ 88,500
2. Roof Replacement	\$1,160,000
3. Mechanical	\$ 60,000
4. Structural (Roof Truss)	\$ 175,000
5. Other Miscellaneous	\$ 18,000

**ENVIRONMENTAL**

1. Textured Ceilings	\$ 164,000
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**TRADEMARK**

**REEL: 002835 FRAME: 0345**

EXHIBIT FF

## Prospective Tenants for which LaSalle is Entitled to a Commission

<u>TENANT</u>	<u>SF</u>	<u>COMMISSION</u>
Cinnabon	800	\$ 1,600
J. Riggings	2,720	5,440
Gentry	5,604	11,208
Finish Line	3,806	7,612
Wilson's Leather	1,808	3,616
Monograms Plus	431	1,000
Things Remembered	734	500
Kinney Shoe	4,282	2,141
Lady Footlocker	2,297	1,149
Glamour Shots	953	500
V's Pasta	586	500
Tijuana Taco	597	500
Peters Mens	3,921	1,960
Hallmark	3,522	1,761
Meyer Music	1,358	679

EXHIBIT GG

THE PRICE TRUST AND CIRCUIT CITY STORES, INC. ESTOPPEL LETTERS

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(Circuit City Letterhead)

SIMON PROPERTY GROUP, L.P.  
c/o Melvin Simon & Associates, Inc.  
115 West Washington Street  
Indianapolis, Indiana 46204

(and)

LA SALLE STREET FUND INCORPORATED  
11 South La Salle Street  
Chicago, Illinois 60603

RE: Independence Center, Independence, MO

Gentlemen:

Simon Property Group, L.P. ("SPG") and La Salle Street Fund Incorporation ("La Salle") do hereby inform you that La Salle intends to sell to SPG all of La Salle's interest in Independence Center, Independence, Missouri. In connection with this transaction SPG has requested La Salle to obtain a certification regarding the Reciprocal Agreement (hereafter defined) to which the undersigned is a party.

1. The undersigned is a party to a certain Reciprocal Agreement made effective June 6, 1994 by and between La Salle Street Fund Incorporated and Circuit City Stores, Inc. which Reciprocal Agreement was recorded June 9, 1994 in Book I 2570 Pages 1538-1571 in the Office of Director of Records of Jackson County, Missouri.

2. The Reciprocal Agreement has not been amended, and there are no other agreements written or oral concerning the Reciprocal agreement.

3. The undersigned and/or La Salle Street Fund Incorporated have complied with all terms and conditions regarding the construction of the building on Lot 2 Independence Center.

4. The undersigned is open for business in the building and operating as required under the Reciprocal Agreement.

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5. There are no actionable defaults by either the undersigned or La Salle Street Fund Incorporated that have not been cured, except: \_\_\_\_\_  
(If none, please type in the blank "NONE".)

Dated: \_\_\_\_\_

Circuit City Stores, Inc.

By: \_\_\_\_\_

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SIMON PROPERTY GROUP, L.P.  
c/o Melvin Simon & Associates, Inc.  
115 West Washington Street  
Indianapolis, Indiana 46204

(and)

LA SALLE STREET FUND INCORPORATED  
11 South La Salle Street  
Chicago, Illinois 60603

RE: Independence Center, Independence, MO

Gentlemen:

Simon Property Group, L.P. ("SPG") and La Salle Street Fund Incorporation ("La Salle") do hereby inform you that La Salle intends to sell to SPG all of La Salle's interest in Independence Center, Independence, Missouri. In connection with this transaction SPG has requested La Salle to obtain a certification regarding the Covenants, Conditions, and Restrictions Agreement (hereafter defined) to which the undersigned is a party. The undersigned certifies to SPG and La Salle as follows:

1. The undersigned is a party to a certain Covenants, Conditions, and Restrictions Agreement identified as follows:

a. Covenants, Conditions, and Restrictions Agreement by and between Homart Development Co. and LaManchu-Schurgin, California Corporation dated November 3, 1978 and recorded February 12, 1979 in Book I 908 Pages 1768-1782 in the Office of the Director of Records of Jackson County, Missouri; and

b. First Amendment to Covenants, Conditions, and Restrictions Agreement dated January 11, 1989 by and between La Salle Street Fund Incorporated and David G. Price, Trustee of the Price Revocable Trust dated August 2, 1982, and recorded February 13, 1989 in Book I 1888 Pages 2216-2225 in the Office of the Director of Records of Jackson County, Missouri.

The documents identified in a. and b. above are hereafter called the "Agreement".

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2. The Agreement has not been further amended and there are no other agreements written or oral concerning the Agreement.

3. The undersigned continues to be the record owner of the property described in Exhibit B of the First Amendment referred to in paragraph 1b. above and reaffirms the certifications and warranties contained in paragraph 5 of the First Amendment.

4. There are no actionable defaults by either the undersigned or La Salle Street Fund Incorporated that have not been cured, except: \_\_\_\_\_  
(If none, please type in the blank "NONE".)

5. The undersigned has paid its Annual Maintenance Charge in the amount of \$ \_\_\_\_\_ for the calendar year that was due December 31, 1993.

Dated: \_\_\_\_\_

David G. Price, Trustee of The  
Price Revocable Trust dated  
August 2, 1982

By: \_\_\_\_\_  
David G. Price

\_\_\_\_\_  
David G. Price, Individually

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EXHIBIT HH

INTENTIONALLY DELETED

EXHIBIT II

ESCROW # \_\_\_\_\_

ESCROW INSTRUCTIONS

These Escrow Instructions are entered into as of this \_\_\_\_\_ day of October, 1994 on behalf of LA SALLE STREET FUND INCORPORATED, Maryland corporation ("Seller"), SIMON PROPERTY GROUP, L.P., a Delaware limited partnership ("Purchaser"), and Chicago Title Insurance Company ("Escrow Holder").

RECITALS:

A. WHEREAS, Seller and Purchaser have entered into that certain Purchase and Sale Agreement dated \_\_\_\_\_, 1994 (the "Agreement"), whereby Seller agreed to sell and Purchaser agreed to purchase certain real property in Independence, Missouri, as more particularly described therein (the "Property");

B. WHEREAS, the Agreement obligates Purchaser to deposit a Letter of Credit in the amount of Two Million Dollars (\$2,000,000.00) (the "Deposit") with Escrow Holder to secure its obligations under the Agreement; and

C. WHEREAS, the parties now desire to set forth the terms and conditions of the Escrow.

NOW THEREFORE, in consideration of Ten Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENTS:

1. The parties agree that the Deposit is placed in an escrow account with Escrow Holder in order to secure the obligations of Purchaser pursuant to the Agreement.

2. If either Seller or Purchaser delivers a request for the Deposit to Escrow Holder, Escrow Holder shall notify the other party of such request and, unless Escrow Holder receives within seven (7) days of the date of Escrow Holder's notice, an affidavit from such other party stating that there is a genuine dispute as to who is entitled to the Deposit and describing the basis of such claim, Escrow Holder shall deliver the Deposit to the requesting party.

3. If any party hereto timely delivers to Escrow Holder an affidavit stating that there is a genuine dispute as to who is entitled to the Deposit and describing the basis of such claim, Escrow Holder shall continue to hold the Deposit, or any disputed portion thereof, until Escrow Holder receives a written joint

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order from Purchaser and Seller requesting delivery of the Deposit, or until Escrow Holder receives an order, judgment or decree of any court ordering delivery. But, if there is a dispute and Purchaser does not substitute a cash deposit for the Letter of Credit within five (5) business days after Purchaser either (i) receives notice of, or (ii) sends notice of, a dispute as set forth in paragraphs 2 and 3 of these Instructions, Escrow Holder shall draw down the full amount of the Letter of Credit and hold the proceeds thereof as the Deposit.

4. In the event that Escrow Holder complies with any orders, judgments or decrees issued or entered by any court, Escrow Holder will not be liable to any of the parties hereto by reason of such compliance. In the event of a dispute described in Paragraph 3 above, in the absence of a joint order or court order, judgment or decree, Escrow Holder may do nothing or may commence an interpleader action as set forth in Paragraph 5 below.

5. Escrow Holder may deliver the proceeds of the Letter of Credit or any cash deposit made by Purchaser pursuant to Paragraph 3 or Paragraph 8 hereof into a court of competent jurisdiction upon commencement by Escrow Holder of an interpleader action in such court. Seller and Purchaser shall each pay one-half of the costs and attorneys fees of Escrow Holder for such interpleader action.

6. For purposes of this Agreement, notices sent by facsimile or personal delivery may be addressed as follows:

(a) To Purchaser:  
Simon Property Group, Inc.  
Merchants Plaza  
Indianapolis, Indiana 46204  
Attention: David Simon

with a copy to:

James M. Barkley  
Simon Property Group, Inc.  
Merchants Plaza  
Indianapolis, Indiana 46204

Bruce Gobeyn  
Simon Property Group, Inc.  
Real Estate Finance Department  
Merchants Plaza  
Indianapolis, Indiana 46204

and

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D'Ancona & Pflaum  
30 North LaSalle Street  
Suite 2900  
Chicago, Illinois 60602  
Attention: Joel D. Rubin

(b) To Seller:

c/o LaSalle Partners Limited  
11 South LaSalle Street  
Chicago, Illinois 60603  
Attention: LaSalle Street Fund Portfolio Manager

with a copy to:

Olian & Associates  
11 South LaSalle Street  
Chicago, Illinois 60603  
Attention: Jeffrey H. Olian

(c) To Escrow Holder:

Chicago Title Insurance Company  
171 N. Clark Street  
Chicago, Illinois 60601  
Attention: \_\_\_\_\_

7. Escrow Holder has only the duties as are herein specifically provided and may incur no liability whatsoever, except for wilful misconduct or gross negligence, so long as Escrow Holder has acted in good faith. Escrow Holder may consult with counsel and will be fully protected in any action taken in good faith in accordance with such advice. Escrow Holder will be fully protected in acting in accordance with any written instrument given to it hereunder and believed by it to have been signed by any proper party. In case of any suit or proceeding regarding this Escrow, to which the Escrow Holder is or may be at any time a party, Escrow Holder has a lien on the contents hereof for any and all costs, attorney's and solicitor's fees whether such attorney(s) or solicitor(s) are regularly retained or specially employed, and other expenses which it may have incurred or become liable for on account hereof, and it is entitled to reimburse itself therefor out of the Deposit, and Seller and Purchaser jointly and severally agree to pay to the Escrow Holder upon demand all such costs, fees and expenses so incurred.

8. Purchaser at any time may substitute cash for the Letter of Credit deposited with Escrow Holder. If the Deposit is converted into cash or cash is substituted therefor, Escrow Holder shall hold the Deposit in a federally insured interest bearing account as directed by Purchaser for the benefit of Purchaser. Except for matters caused by its own negligence or

willful misconduct, Escrow Holder is not responsible for any loss of principal or interest which may be incurred as a result of making the investments or redeeming said investment for the purposes of this Escrow.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

PURCHASER'S ATTORNEY:

D'ANCONA & PFLAUM

By: \_\_\_\_\_

SELLER'S ATTORNEY:

MAYER, BROWN & PLATT

By: \_\_\_\_\_

Chicago Title Insurance Company

By: \_\_\_\_\_  
Its: \_\_\_\_\_

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LICENSE AND INDEMNITY AGREEMENT

THIS LICENSE AND INDEMNITY AGREEMENT (the "Agreement") is made this 30<sup>th</sup> day of August, 1994, by and between LaSALLE STREET FUND INCORPORATED (the "Owner") and SIMON PROPERTY GROUP, L.P. (the "Indemnitor").

RECITALS:

A. Owner and Indemnitor are currently negotiating a contract pursuant to which Indemnitor will agree to purchase Independence Center, Independence, Missouri (the "Property").

B. Indemnitor desires to make physical and structural inspections of the Property, including environmental inspections ("Inspections"), and Owner is willing to allow Indemnitor to conduct Inspections of the Property provided Indemnitor indemnifies, defends and holds Indemnitees (defined below) harmless from any loss or liability in accordance with this Agreement and conducts its inspections in accordance with this Agreement.

AGREEMENT

In consideration of the Owner's willingness to allow Indemnitor to conduct Inspections of the Property and the Indemnitor's willingness to indemnify Owner and the other Indemnitees described below, Owner and Indemnitor agree as follows:

1. Subject to the terms and conditions hereinafter set forth, Owner hereby grants to Indemnitor a license to enter onto the property for the purpose of performing the Inspections. This license shall terminate upon the earlier of: (i) the date on which Owner and Indemnitor terminate their negotiations for the sale and purchase of the Property, or (ii) the date on which Owner and Indemnitor close on the sale and purchase of the Property.

2. Indemnitor shall indemnify, defend and hold Owner and its members, agents and employees (hereinafter referred to collectively as the "Indemnitees"), harmless from and against any and all claims, assertions, lawsuits, costs, expenses, losses and liabilities asserted against or incurred by any Indemnitee (including, without limitation, reasonable attorneys' fees and court costs) as the result of any Inspection, including (a) failure to comply with the terms of this Agreement by Indemnitor or its employees, agents, representatives, contractors and subcontractors (individually and collectively hereafter referred to as "Indemnitor's Representatives"), or (b) any injury to or death of persons, or damage to or loss of property, caused by Indemnitor or Indemnitor's Representatives in connection with the conduct on any Inspection.

3. Owner may require that, before or during any Inspection, that Indemnitor deliver to Owner a certificate of insurance evidencing public liability insurance in such amounts and with such coverages as Owner may reasonably request.

4. No test or investigation involving physical disturbance of any portion of the Property shall be conducted without the prior approval of Owner of the specific test or investigation.

5. All Inspections shall be made at such times as are requested by Indemnitor and reasonably approved by Owner, and a representative of Owner shall the right to be present during any Inspection.

6. Neither Indemnitor nor any of Indemnitor's Representatives shall interfere with the use, occupancy or enjoyment rights or any tenants or subtenants of the Property or their applicable employees, contractors, customers or guests.

7. Neither Indemnitor nor Indemnitor's Representatives shall have any authority to do anything that may result in a lien or encumbrance against the Property in connection with any Inspection. Without limiting the foregoing, Indemnitor agrees to pay promptly all costs associated with any Inspection and not to permit any lien or encumbrance to be asserted against the Property in connection with any Inspection.

8. Indemnitor shall, at its own expense, promptly fill and compact any holes, and otherwise repair any damage to the Property, caused by the conduct of any Inspection.

9. If any Inspection reveals any environmental risk, then Indemnitor shall not disclose or release any documents or information with respect to such risk without Owner's prior written approval. If Owner does not approve Indemnitor's disclosure or release of any such documents or information with respect to such risk which Indemnitor is required by applicable law or regulation to disclose or release, then Owner shall indemnify and hold Indemnitor and Indemnitor's Representatives harmless from and against any and all claims, assertions, lawsuits, costs, expenses, losses and liabilities asserted against or incurred by Indemnitor or Indemnitor's Representatives (including, without limitation, reasonable attorneys' fees and court costs) as a result of the failure by Owner to approve the required disclosure or release of any such documents or information.

10. In the event that Indemnitor shall not purchase the Property from Owner, Indemnitor will deliver copies of all documents and reports relating to any Inspection conducted by Indemnitor or Indemnitor's Representatives to Owner at no cost or expense to Owner.

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11. The obligations and indemnities set forth in paragraphs 2, 7, 8, 9 and 10 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, Owner and Indemnitor have caused this Agreement to be executed the day and year first above written.

Owner:

LaSALLE STREET FUND INCORPORATED

By: [Signature]

Its: VP & Asst. Secretary

Indemnitor:

SIMON PROPERTY GROUP, L.P.

By: SIMON PROPERTY GROUP, INC., its  
general partner

By: [Signature]

Its: President

ATTEST:

Its: [Signature]

ATTEST:

Its: [Signature]  
Secretary

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