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Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/31)  
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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

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
- Other Correct 1,252,466 (R 002835/F 0173)
- 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) 1,252,446

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:

50-0410

DO NOT USE THIS SPACE

9. Signature.

Daniel L. Boots

Name of Person Signing

Signature

May 7, 2004

Date

Total number of pages including cover sheet, attachments, and document: 37

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Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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1. Name of conveying party(ies):

LaSalle Street Fund Incorporated

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

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:

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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:

SEP 29 AM 7:58 OPR/FINANCE

9. Signature.

Daniel L. Boots

Name of Person Signing

Handwritten signature of Daniel L. Boots

Signature

September 26, 2003

Date

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

187

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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

**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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Exhibit V	Assignment of Leases
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Exhibit EE	Structural/Physical and Environmental Defects Discovered by Purchaser During Due Diligence
Exhibit FF	Prospective Tenants for which LaSalle Management is Entitled to a Commission
Exhibit GG	The Price Trust and Circuit City Stores, Inc. Estoppel Letters
Exhibit HH	Intentionally deleted
Exhibit II	Escrow Agreement
Exhibit JJ	License and Indemnity Agreement

**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 Dollars (\$ ), 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 \$ 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 \$ \_\_\_\_\_ 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.

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**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

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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 \$            in the aggregate (this \$            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

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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.

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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 \$            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:

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:

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.

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