## ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made and entered into as of the 1st day of September, 1994, by and between MATTESON JOINT VENTURE, an Indiana general partnership, having an address at 115 West Washington Street, Indianapolis, Indiana 46204 ("Assignor") and SIMON PROPERTY GROUP (ILLINOIS), L.P., an Illinois limited partnership having an address at 115 West Washington Street, Indianapolis, Indiana 46204 ("Assignee").



W I T N E S S E T H :

WHEREAS, Assignor is a party to those certain agreements by and among Assignor and those parties set forth in Exhibit A attached hereto and incorporated herein (the "Other REA Parties"), which agreements and the recording information with respect thereto are more particularly described in Exhibit A attached hereto and incorporated herein (collectively, the "REA Documents"), and relate to that certain shopping center known as "Matteson Plaza" (the "Center") located on certain real property more particularly described in Exhibit B attached hereto and incorporated herein. Assignor owns or leases that portion of the Center which is more particularly described in the REA Documents (the "Developer Tract").

WHEREAS, as of the Closing Date (as such term is defined in the Contribution Agreement referred to below), Assignor is transferring to Assignee all of Assignor's right, title and interest in and to the Developer Tract, and all buildings and improvements located thereon and all appurtenances thereto, pursuant to the terms and conditions of that certain Contribution Agreement dated as of September 1, 1994 among Assignor, Assignee and certain other parties (the "Contribution Agreement").

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to transfer and assign to Assignee, all of Assignor's right, title and interest in, to and under the REA Documents.

NOW, THEREFORE, in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Incorporation of Recitals. All of the recitals are hereby incorporated in this Assignment.

2. Assignment. Assignor hereby assigns, transfers and sets over unto Assignee, its successors and assigns, without warranty or representation, express or implied, except as set forth in the Contribution Agreement and subject to the limitation on liability

and other terms set forth in the Contribution Agreement, all of Assignor's agreements, duties, responsibilities, covenants, rights, obligations, title and interest in, to and under the REA Documents, together with all sums then due or thereafter becoming due thereunder, to have and to hold the same unto Assignee, its successors and assigns, from and after the Closing Date, for the rest and remainder of the term and renewal terms, if any, thereof, subject to all covenants, terms, conditions and other provisions contained in the REA Documents.

3. Assumption. Assignee, for the benefit of Assignor and the Other REA Parties, hereby covenants and agrees that it accepts the foregoing assignment and assumes and agrees to be bound by and to pay, perform, observe and discharge all the covenants, agreements, duties, responsibilities and obligations of Assignor under the REA Documents accruing or attributable to any period from and after the Closing Date. The provisions of this paragraph 3 shall not be construed as negating any express assumption of obligations or liabilities by Assignee or Assignor in the Contribution Agreement.

4. Further Assurances. Assignor agrees to execute, acknowledge where appropriate and deliver such other or further instruments of transfer or assignment as Assignee may reasonably require in order to confirm the foregoing assignment, or as may otherwise be reasonably requested by Assignee to carry out the intent and purposes hereof.

5. Binding Effect. This Assignment shall inure to the benefit of, and be binding upon, each of the parties hereto and their respective successors and assigns, and shall inure to the benefit of the Other REA Parties.

6. Counterparts. This Assignment may be signed in counterparts, each of which shall be deemed to be an original, and all such counterparts shall be deemed one and the same instrument. The page on which a party hereto has executed any counterpart hereof may be removed and attached to any other counterpart hereof. Any counterpart hereof to which is attached the signatures of all parties hereto shall constitute an original of this Assignment.

7. Governing Law. This Assignment and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State in which the Center is located.

8. Signatory Warranty. Each person executing this Assignment warrants that such person is duly authorized to do so on behalf of the party for whom such person has executed this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first above written.

Assignor:

MATTESON JOINT VENTURE, an Indiana general partnership

By: SIMON PROPERTY GROUP (ILLINOIS), L.P., an Illinois limited partnership, a general partner

By: CHARLES MALL COMPANY LIMITED PARTNERSHIP, a Maryland limited partnership, general partner

By: SIMON PROPERTY GROUP (DELAWARE), INC., a Delaware corporation, general partner

By: _____
David Simon, President

By: MSA REALTY CORPORATION, an Indiana corporation, a general partner

By: _____
Donald W. Tanselle,
Chairman of the Board

STATE OF INDIANA )
) SS:
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared David Simon, President of SIMON PROPERTY GROUP (DELAWARE), INC., a Delaware corporation, general partner of CHARLES MALL COMPANY LIMITED PARTNERSHIP, a Maryland limited partnership, general partner of SIMON PROPERTY GROUP (ILLINOIS), L.P., an Illinois limited partnership, a general partner of MATTESON JOINT VENTURE, an Indiana general partnership, who executed the foregoing instrument for and on behalf of said Corporation by authority of its Board of Directors.

WITNESS my hand and notarial seal this 24th day of August, 1994.

Notary Public

MARK V. BROMUND, Notary Public
County of Residence: Marion
My Commission Expires Jan. 18, 1997

STATE OF INDIANA )
) SS:
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared Donald W. Tanselle, Chairman of the Board of MSA REALTY CORPORATION, an Indiana corporation, a general partner of MATTESON JOINT VENTURE, an Indiana general partnership, who executed the foregoing instrument for and on behalf of said Corporation by authority of its Board of Directors.

WITNESS my hand and notarial seal this 22nd day of August, 1994.

Notary Public

MARK V. BROMUND, Notary Public
County of Residence: Marion
My Commission Expires Jan. 18, 1997

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the day and year first above written.

Assignee:

SIMON PROPERTY GROUP (ILLINOIS), L.P., an Illinois limited partnership

By: CHARLES MALL COMPANY LIMITED PARTNERSHIP, a Maryland limited partnership, general partner

By: SIMON PROPERTY GROUP (DELAWARE), INC., a Delaware corporation, general partner

By: _____
David Simon, President

STATE OF INDIANA )
) SS:
COUNTY OF MARION )

Before me, a Notary Public in and for said County and State, personally appeared David Simon, President of SIMON PROPERTY GROUP (DELAWARE), INC., a Delaware corporation, general partner of CHARLES MALL COMPANY LIMITED PARTNERSHIP, a Maryland limited partnership, general partner of SIMON PROPERTY GROUP (ILLINOIS), L.P., an Illinois limited partnership, who executed the foregoing instrument for and on behalf of said Corporation by authority of its Board of Directors.

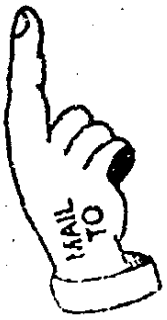
WITNESS my hand and notarial seal this 24th day of August, 1994.

Notary Public

MARK V. BROMUND, Notary Public
County of Residence: Marion
My Commission Expires Jan. 18, 1997

Prepared by and after recordation
mail to:

Rebonna D. Hansen, Esq.
Simon Property Group
115 West Washington Street
Indianapolis, Indiana 46204



MATTESON PLAZA

Declaration of Easements, Restrictions and Operating Agreements dated April 19, 1988, by and between KMART CORPORATION and MATTESON ASSOCIATES LIMITED PARTNERSHIP, recorded April 21, 1988 as document #88167508 with the Cook County, Illinois Recorder, as amended.





EXHIBIT "A"
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MATTESON PLAZA

A tract of land in the East Half of the Southeast Quarter of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the intersection of the West right of way line of Governors Highway as dedicated and the North right of way line of St. Lawrence Avenue; thence South 89°46'13" West 537.20 feet along last said North line to a place of beginning; thence continuing South 89°46'13" West 733.93 feet to the East line of Keeler Avenue as dedicated; thence North 0°30'37" West 1041.40 feet along last said line to the South right of way line of U. S. Route 30; thence due East 330.29 feet; thence South 84°17'22" East 100.50 feet; thence due East 285.0 feet; thence due South 20.0 feet; thence due East 80.0 feet; thence due North 20.0 feet; thence due East 226.0 feet all along the Southerly right of way line of U. S. Route 30; thence South 0°30'30" East 164.0 feet; thence due East 250.0 feet; thence South 0°30'30" East 30.0 feet; thence South 89°29'30" West 20.0 feet; thence South 0°30'30" East 80.0 feet; thence North 89°29'30" East 20.0 feet; thence South 0°30'30" East 131.30 feet to a point on curve; thence Westerly on a curve convex to the North having a radius of 50.0 feet, an arc distance of 38.77 feet and a chord bearing of North 68°17'41" West to a point of tangent; thence South 89°29'30" West 177.0 feet to a point of curve; thence Westerly on a curve convex to the South having a radius of 406.60 feet, an arc distance of 206.65 feet, and a chord bearing of North 75°56'54" West; thence South 0°13'47" East 352.36 feet; thence South 89°46'13" West 79.00 feet; thence South 0°13'47" East 253.00 feet; thence South 89°46'13" West 45.00 feet; thence South 0°13'47" East 79.33 feet to the North right of way line of St. Lawrence Avenue and the place of beginning, all in Cook County, Illinois.

together with the following described real estate

A tract of land in the East Half of the Southeast Quarter of Section 22, Township 35 North, Range 13 East of the Third Principal Meridian, described as follows: Beginning at the intersection of the West right of way line of Governors Highways as dedicated, and the North right of way line of St. Lawrence Avenue; thence South 89°46'13" West 537.20 feet along last said North line; thence North 0°13'47" West 79.33 feet; thence North 89°46'13" East 45.00 feet; thence North 0°13'47" West 253.00 feet, thence North 89°46'13" East 79.00 feet; thence North 0°13'47" West 352.36 feet to a point on curve; thence Easterly on a curve convex to the South having a radius of 406.60 feet, an arc distance of 206.65 feet, and a chord bearing of South 75°56'54" East to a point of tangent; thence North 89°29'30" East 177.00 feet to a point of curve; thence Easterly on a curve convex to the North having a radius of 50.00 feet, an arc distance of 38.77 feet, and a chord bearing of South 68°17'41" East to the West right of way line of Governors Highway; thence South 0°30'30" East 621.00 feet to the place of beginning, all in Cook County, Illinois.

Property Address: Route 30 and Governor's Highway
Matteson, Illinois

PIN: 31-22-401-018
31-22-401-019
31-22-401-020