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**ASSIGNMENT AND ASSUMPTION OF RIGHTS UNDER
LEASES AND DOCUMENTS**

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OAK VIEW MALL CORPORATION, a Delaware corporation, having its principal office c/o Heitman Capital Management LLC, 180 North LaSalle Street, Chicago, Illinois 60601 ("Assignor"), hereby sells, transfers, assigns and sets over unto OAK VIEW MALL L.L.C., a Delaware limited liability company, c/o General Growth Properties, Inc., 110 North Wacker Drive, Chicago, Illinois 60606 ("Assignee"), its legal representatives, successors and assigns all of Assignor's right, title and interest in, to and under those certain recorded leases, memoranda of leases and other documents referred to on Exhibit B attached hereto and made a part hereof (the "Recorded Real Estate Documents") affecting the real estate which is legally described on Exhibit A attached hereto and known as Oak View Mall, Omaha, Nebraska (the "Property").

Assignee does hereby accept the foregoing Assignment and Assumption subject to the terms and conditions herein and in the Recorded Real Estate Documents, and does hereby assume, as of the date hereof, and become responsible for and agree to perform, discharge, fulfill and observe all of the obligations, terms, covenants, provisions and conditions under the Recorded Real Estate Documents arising from and after the Closing Date (as defined in that certain Agreement of Purchase and Sale by and between Assignor and Assignee, dated as of July 27, 1999, as amended (the "Agreement")), and Assignee agrees to be liable for the observance and performance thereof as fully as though Assignee was the original lessor/developer/obligor thereunder. Assignee agrees to protect, defend, indemnify and hold harmless Assignor, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including without limitation reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignor, its legal representatives, successors and assigns or any of them arising out of or in connection with the Recorded Real Estate Documents as to events occurring from and after the Closing Date. Assignor agrees to protect, defend, indemnify and hold harmless Assignee, its legal representatives, successors and assigns from any and all losses, damages, expenses, fees (including, without limitation, reasonable attorneys' fees), court costs, suits, judgments, liability, claims and demands whatsoever in law or in equity, incurred or suffered by Assignee, its legal representatives, successors and assigns or any of them arising out of or in connection with the Recorded Real Estate Documents as to events occurring prior to the Closing Date.

Notwithstanding anything to the contrary contained in this Assignment and Assumption, it is expressly understood and agreed by and between the parties hereto that: (i) the recourse of Assignee or its successors or assigns against Assignor with respect to indemnity obligations provided above shall be limited as set forth in Section 19 of the Agreement and to claims made within one year of the date hereof and to suits filed with respect to same within sixteen (16) months after the date hereof; and (ii) no personal liability or personal responsibility of any sort with respect to the indemnity obligations of Assignor above is assumed by, or shall at any time be asserted or enforceable against, Assignor or Heitman Capital Management LLC, or against

**PLEASE RETURN TO:
STATE TITLE SERVICES, INC.
1023 LINCOLN MALL
P.O. BOX 85355
LINCOLN, NEBRASKA 68501**

any of their respective shareholders, directors, officers, employees, agents, constituent partners, members, beneficiaries, trustees or representatives except as provided in (i) above with respect to Assignor.

Notwithstanding anything to the contrary contained in this Assignment and Assumption, it is expressly understood and agreed by and between the parties hereto that: (i) the recourse of Assignor or its successors or assigns against Assignee with respect to indemnity obligations provided above shall be limited as set forth in Section 20 of the Agreement and to claims made within one year of the date hereof and to suits filed with respect to same within sixteen (16) months after the date hereof; and (ii) no personal liability or personal responsibility of any sort with respect to the indemnity obligations of Assignor above is assumed by, or shall at any time be asserted or enforceable against, Assignee, or against any of its members or respective shareholders, directors, officers, employees, agents, constituent partners, members, beneficiaries, trustees or representatives except as provided in (i) above with respect to Assignee and except as otherwise provided in said Section 20.

This Assignment and Assumption is intended to place of record an assignment by Assignor to Assignee, and an assumption by Assignee, of the Recorded Real Estate Documents. To the extent that any of Recorded Real Estate Documents have also been assigned pursuant to other documents between Assignor and Assignee, this Assignment and Assumption is intended merely as a matter of record and shall not supersede or otherwise affect such other documents.

This Assignment and Assumption shall be binding upon and shall inure to the benefit of Assignor and Assignee and their respective beneficiaries, legal representatives, heirs, successors and assigns.

This Assignment and Assumption may be executed in counterparts, and as so executed shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment and Assumption this 28th day of September, 1999.

ASSIGNOR:

in presence of :

Dorcas Jackson
Ruth A. Pison

OAK VIEW MALL CORPORATION,
a Delaware corporation

By:

Howard J. Edelman
Howard J. Edelman, Vice President

ASSIGNEE:

in presence of :

Cynthia Free
Tam Wefel

OAK VIEW MALL L.L.C.,
a Delaware limited liability company

By:

GENERAL GROWTH OAK VIEW
MALL, INC., a Delaware
corporation, a member

By:

Joel Bayer
Name: *JOEL BAYER*
Title: *Vice President*

in presence of :

Cynthia Free
Tam Wefel

By: GGP LIMITED PARTNERSHIP,
a Delaware limited partnership,
a member

By:

GENERAL GROWTH
PROPERTIES, INC.,
a Delaware corporation,
its general partner

By:

Joel Bayer
Name: *JOEL BAYER*
Title: *Sr. Vice President*

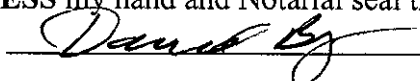
STATE OF ILLINOIS)

)Ss.

COUNTY OF COOK)

On this 28th day of September
A.D., 1999, before me, a Notary Public in and for said County, personally
came the above named Howard J. Edelman, who is personally known to
me to be the identical person whose name is affixed to the above
instrument as vice president of Oak View Mall Corporation, the Assignor,
and he acknowledges said instrument to be his voluntary act and deed and
the voluntary act and deed of said corporation.

WITNESS my hand and Notarial seal the date last aforesaid.

 Notary Public

My commission expires on the ___ day of _____ A.D., 1999



STATE OF ILLINOIS)

)Ss.

COUNTY OF COOK)

On this 28 th day of September
A.D., 1999, before me, a Notary Public in and for said County, personally
came the above named Joel Bayer, who is personally
known to me to be the identical person whose name is affixed to the above
instrument as Sr. Vice President of General Growth
Properties Inc., the general partner of GGP Limited Partnership, a member
of Oak View Mall, L.L.C., the Assignee, and he/she acknowledges said
instrument to be his/her voluntary act and deed and the voluntary act and
deed of said entities.

WITNESS my hand and Notarial seal the date last aforesaid.

Mary E. Hanrahan Notary Public



My commission expires on the ___ day of _____ A.D., 1999

STATE OF ILLINOIS)

)Ss.

COUNTY OF COOK)

On this 28 th day of September
A.D., 1999, before me, a Notary Public in and for said County, personally
came the above named Joel Bayer, who is personally known to
me to be the identical person whose name is affixed to the above
instrument as Vice President of General Growth Oak View
Mall, Inc., a member of the Assignee, and he/she acknowledges said
instrument to be his/her voluntary act and deed and the voluntary act and
deed of said entities.

WITNESS my hand and Notarial seal the date last aforesaid.

Mary E. Hanrahan Notary Public

My commission expires on the ___ day of _____ A.D., 1999



EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Exhibit "A"

Parcel 1:

Lot 2, Oak View Replat 3, an Addition to the City of Omaha, Douglas County, Nebraska
The Total Area of Parcel 1 is 5.142 acres (223,981 square feet), more or less.

Parcel 2:

A tract of land comprised of part of Lots 2, 3 and 4, Oak View, an Addition to the City of Omaha, Douglas County, Nebraska, more particularly described as follows:

Beginning at the southerly most corner of Lot 3, said Oak View: thence northwesterly along the northeasterly lot line of Lot 6, said Oak View, on a curve to the right, said curve having a radius of 248.00 feet, a long chord of 82.99 feet bearing North 38°48'21" West and an arc length of 83.38 feet to a point of compound curvature; thence northwesterly along the said northeasterly lot line of said Lot 6, Oak View, on a curve to the right, said curve having a radius of 979.81 feet, a long chord of 222.68 feet bearing North 22°39'01" West and an arc length of 223.16 feet, to a point of compound curvature; thence northerly along the easterly line of Lots 6 and 7 of said Oak View, on a curve to the right, said curve having a radius of 640.82 feet, a long chord of 194.69 feet bearing North 7°23'17" West and an arc length of 195.45 feet to a point of compound curvature; thence northeasterly, along the said easterly line of said Lot 7, Oak View, on a curve to the right, said curve having a radius of 1,655.00 feet, a long chord of 304.39 feet bearing North 6°37'34" East and an arc length of 304.82 feet to the northeasterly corner of said Lot 7, Oak View; thence North 66°33'38" West, along the northerly line of said Lot 7, Oak View, a distance of 134.64 feet to a point of curvature; thence northwesterly along the said northerly line of said Lot 7, Oak View, on a curve to the left, said curve having a radius of 85.00 feet, a long chord of 34.53 feet bearing North 78°16'49" West and an arc length of 34.77 feet to the point of tangency; thence North 90°00'00" West along the said northerly line of said Lot 7, Oak View, a distance of 19.07 feet to the Northwest corner of said Lot 7, Oak View, said point also being on the East right of way line of 144th Street; thence North 0°00'00" East, along the said East right of way line of 144th Street, a distance of 80.00 feet to the southwesterly corner of Lot 8, Oak View; thence South 90°00'00" East along the southerly line of said Lot 8, Oak View, a distance of 19.07 feet to a point of curvature; thence southeasterly along the said southerly line of said Lot 8, Oak View, on a curve to the right, said curve having a radius of 165.00 feet, a long chord of 67.03 feet bearing South 78°16'49" East and an arc length of 67.50 feet to a point of tangency; thence South 66°33'38" East along the said southerly line of Lot 8, Oak View, a distance of 120.35 feet to the southeasterly corner of said Lot 8, Oak View; thence northeasterly, along the easterly line of said Lot 8, Oak View, on a curve to the right, said curve having a radius of

1,655.00 feet, a long chord of 16.83 feet bearing North 15°00'27" East and an arc length of 16.83 feet to a point of tangency; thence North 15°17'57" East, along the said easterly line of said Lot 8, Oak View, a distance of 232.62 feet; thence South 39°33'32" East, a distance of 346.23 feet; thence South 81°16'21" East, a distance of 253.29 feet; thence South 8°44'31" West, a distance of 366.15 feet; thence South 81°15'30" East, a distance of 45.97 feet; thence South 8°44'31" West, a distance of 120.20 feet to a point on the southeasterly lot line of said Lot 3, Oak View; thence South 53°47'17" West along the said southeasterly lot line of said Lot 3, Oak View, a distance of 193.77 feet; thence South 16°12'43" East, a distance of 29.26 feet; thence South 53°47'17" West, a distance of 283.30 feet to a point on the said northeasterly lot line of said Lot 6, Oak View; thence northwesterly along the said northeasterly lot line of said Lot 6, Oak View, on a curve to the right, said curve having a radius of 248.00 feet, a long chord of 28.54 feet bearing North 51°44'11" West and an arc length of 28.56 feet to the Point of Beginning. The Total Area of Parcel 2 is 9.940 acres (432,986 square feet), more or less.

Parcel 3:

A tract of land comprised of parts of Lots 1 through 6, inclusive, Oak View, an Addition to the City of Omaha, Douglas County, Nebraska, more particularly described as follows:

Commencing at the northeasterly corner of said Lot 1, Oak View, said point also being on the westerly right of way line of Oak View Drive; thence South 1°19'52" East, along the said westerly right of way line of Oak View Drive, a distance of 22.34 feet to the True Point of Beginning; thence continuing South 1°19'52" East, along the said westerly right of way line of Oak View Drive, a distance of 83.58 feet; thence North 89°36'36" West, a distance of 89.06 feet; thence North 0°23'24" East, a distance of 57.30 feet; thence North 81°16'21" West, a distance of 215.55 feet; thence South 8°45'30" West, a distance of 123.42 feet; thence North 81°15'43" West, a distance of 85.34 feet; thence South 8°38'35" West, a distance of 271.49 feet; thence South 81°21'25" East, a distance of 66.55 feet; thence South 8°43'39" West, a distance of 63.44 feet; thence South 53°43'39" West, a distance of 147.02 feet; thence South 30°20'43" East, a distance of 357.40; thence North 39°39'17" East, a distance of 29.27 feet; thence South 30°20'43" East, a distance of 269.04 feet to a point on the northerly right of way line of said Oak View Drive; thence South 49°45'20" West, along the northerly right of way line of said Oak View Drive, a distance of 30.66 feet to a point of curvature; thence southwesterly along the said northerly right of way line of said Oak View Drive, on a curve to the right, said curve having a radius of 280.00 feet, along chord of 192.65 feet bearing South 69°52'40" West and an arc length of 196.67 feet to a point of tangency; thence South 90°00'00" West, along the North right of way line of said Oak View Drive, a distance of 255.64 feet; thence North 8°46'00" East, a distance of 718.39 feet; thence North 81°14'01" West, a distance of 245.85 feet; thence South 8°46'00" West, a distance of 154.45 feet; thence South 53°47'17"

West, a distance of 427.14 feet; thence South 62°06'17" East, a distance of 152.85 feet; thence South 53°47'17" West, a distance of 198.51 feet to a point on the said northerly right of way line of Oak View Drive; thence North 58°24'38" West along the said northerly right of way line of Oak View Drive, a distance of 210.35 feet to a point of curvature; thence northwesterly along the said northerly right of way line of Oak View Drive, on a curve to the left, said curve having a radius of 340.00 feet, a long chord of 100.05 feet bearing North 66°52'16" West and an arc length of 100.41 feet; thence North 55°03'58" East, a distance of 124.56 feet to a point on the northeasterly lot line of said Lot 6, Oak View; thence southeasterly along the said northeasterly lot line of said Lot 6, Oak View, on a curve to the left, said curve having a radius of 248.00 feet, a long chord of 86.56 feet bearing South 44°59'04" East and an arc length of 87.01 feet; thence North 53°47'17" East, a distance of 283.30 feet; thence North 16°12'43" West, a distance of 29.26 feet to a point on the southeasterly lot line of said Lot 3, Oak View; thence North 53°47'17" East, along the said southeasterly lot line of said Lot 3, Oak View, a distance of 193.77 feet; thence North 8°44'31" East, a distance of 120.20 feet; thence North 81°15'30" West, a distance of 45.97 feet; thence North 8°44'31" East, a distance of 366.15 feet; thence North 81°16'21" West, a distance of 253.29 feet; thence North 39°33'32" West, a distance of 346.23 feet to a point on the easterly lot line of said Lot 8, Oak View; thence North 15°17'57" East, along the said easterly lot line of said Lot 8, Oak View, a distance of 58.83 feet to a point of curvature; thence northeasterly along the said easterly lot line of said Lot 8, Oak View, on a curve to the right, said curve having a radius of 385.51 feet, a long chord of 69.95 feet bearing North 20°30'16" East and an arc length of 70.05 feet to the northeasterly lot corner of said Lot 8, Oak View; thence North 66°33'38" West, along the northerly lot line of said Lot 8, Oak View, a distance of 288.07 feet to a point of curvature; thence northwesterly along the said northerly line of said Lot 8, Oak View, on a curve to the left, said curve having a radius of 85.00 feet, a long chord of 34.53 feet bearing North 78°16'49" West and an arc length of 34.77 feet to a point of tangency; thence North 90°00'00" West along the North lot line of said Lot 8, Oak View, a distance of 2.78 feet to the Northwest corner of said Lot 8, Oak View, also being on the East right of way line of 144th Street; thence North 0°00'00" East along the said East right of way line of 144th Street, a distance of 93.86 feet to the most northwesterly corner of said Lot 4, Oak View; thence South 66°33'38" East, a distance of 372.91 feet to the most southerly corner of said Lot 9, Oak View; thence northeasterly along the southeasterly lot line of said Lot 9, Oak View, on a curve to the right, said curve having a radius of 385.51 feet, a long chord of 17.42 feet bearing North 38°44'08" East and an arc length of 17.42 feet to a point of compound curve; thence northeasterly along the southeasterly line of said Lots 9 and 10, Oak View, on a curve to the right, said curve having a radius of 686.12 feet, a long chord of 247.76 feet, bearing North 50°25'55" East and an arc length of 249.12 feet to a point of compound curve; thence northeasterly along the southeasterly lot line of Lots 10, 11 and 13, Oak View, on a curve to the right, said curve having a radius of 811.38 feet, a long chord of 396.03 feet bearing North 74°57'33" East and an arc length of 400.07 feet to the southeasterly most lot corner of said Lot 13, Oak View; thence North 0°54'54" West along the easterly lot line of said Lot 13, Oak View, a distance of 25.99 feet to a

point of curvature; thence northeasterly along the southeasterly lot line of said Lot 13, Oak View, on a curve to the right, said curve having a radius of 80.85 feet, a long chord of 77.99 feet bearing North 27°55'11" East and an arc length of 81.38 feet; thence South 33°14'33" East, a distance of 8.50 feet; thence North 56°45'17" East, a distance of 232.24 feet to a point of curvature; thence on a curve to the left, said curve having a radius of 25.00 feet, a long chord of 16.13 feet bearing North 37°55'58" East and an arc length of 16.43 feet to a point on the westerly right of way line of Oak View Drive; thence southeasterly on a curve to the left along said Oak View Drive right of way, said curve having a radius of 650.76 feet, a long chord of 33.45 feet bearing South 24°35'17" East and an arc length of 33.45 feet; thence South 56°45'17" West, a distance of 242.48 feet to a point of curvature; thence southwesterly on a curve to the left, said curve having a radius of 44.49 feet, a long chord of 42.91 feet bearing South 27°55'11" West and an arc length of 44.78 feet to a point of tangency; thence South 0°54'54" East, a distance of 44.55 feet; thence North 89°47'07" West, a distance of 20.72 feet to a point of curvature; thence southwesterly on a curve to the left, said curve having a radius of 793.38 feet, a long chord of 402.40 feet bearing South 75°31'27" West and an arc length of 406.84 feet to a point of compound curvature; thence southwesterly on a curve to the left, said curve having a radius of 668.12 feet, and a long chord of 160.15 feet bearing South 53°56'59" West and an arc length of 160.54 feet; thence South 39°33'32" East, a distance of 149.47 feet; thence North 70°26'28" East, a distance of 19.16 feet; thence South 39°33'32" East, a distance of 519.78 feet; thence North 8°42'31" East, a distance of 142.83 feet; thence South 81°17'29" East, a distance of 353.01 feet; thence South 8°42'31" West, a distance of 56.09 feet; thence South 81°16'21" East, a distance of 366.55 feet to the Point of Beginning. The Total Area of Parcel 3 is 17.045 acres (742,480 square feet), more or less.

Parcel 4:

A tract of land comprised of part of Lots 6 and 7, Oak View, an Addition to the City of Omaha, Douglas County, Nebraska, more particularly described as follows:

Commencing at the northwesterly most corner of said Lot 7, Oak View; thence South 0°00'00" East along the East right of way line of 144th Street, a distance of 331.50 feet to the True Point of Beginning; thence South 90°00'00" East, a distance of 142.33 feet; thence southwesterly along the easterly lot line of said Lot 7, Oak View, on a curve to the left, said curve having a radius of 1,655.00 feet, a long chord of 31.45 feet bearing South 1°53'39" West and an arc length of 31.45 feet to a point of compound curvature; thence southeasterly along the easterly lot line of said Lots 6 and 7 on a curve to the left, said curve having a radius of 840.82 feet, a long chord of 194.69 feet bearing South 7°23'17" East and an arc length of 195.45 feet to a point of compound curvature; thence southeasterly along the easterly lot line of said Lot 6 on a curve to the left, said curve having a radius of 979.81 feet, a long chord of 92.12 feet bearing South 18°49'12" East and an arc length of 92.15 feet; thence North 90°00'00" West, a distance of 196.04 to the East right of way line of 144th Street; thence North 0°00'00" East along the East right of way line of 144th Street, a distance of 311.71 feet to the Point of Beginning. The Total Area of Parcel 4 is 1.123 acres (48,918 square feet), more or less.

Parcel 5:

Lot 8, Oak View, an Addition to the City of Omaha, Douglas County, Nebraska. The Total Area of Parcel 5 is 2.316 acres (100,886 square feet), more or less.

EXHIBIT B

LIST OF RECORDED LEASES AND DOCUMENTS

1. Lease Agreement dated September 27, 1990, executed by and between Center Road Retail Developers Limited Partnership, an Indiana limited partnership, Landlord, and Younkers, Inc., a Delaware corporation, Tenant, as evidenced by the Memorandum of Lease dated as of September 27, 1990 and recorded November 16, 1990 in Miscellaneous Book 944, Page 655; all right, title, estate and interest thereunder assigned from Center Road Retail Developers Limited Partnership, an Indiana limited partnership, to Oak View Mall Corporation, a Delaware corporation, by the Assignment of REA and Lease dated as of July 1, 1992 and recorded July 1, 1992 in Miscellaneous Book 1019, Page 442, all in the office of the Register of Deeds of Douglas County, Nebraska.
2. Lease dated August 29, 1991 executed by and between Center Road Retail Developers Limited Partnership, an Indiana limited partnership, Landlord and OCI, Inc., a Nebraska corporation, Tenant, as evidenced by the Amended and Restated Memorandum of Lease dated as of April 29, 1992 and recorded May 5, 1992 in Miscellaneous Book 1010, Page 180; all right, title, estate and interest thereunder assigned from Center Road Retail Developers Limited Partnership, an Indiana limited partnership, to Oak View Mall Corporation, a Delaware corporation, by the Assignment of Leases (Recorded Leases) dated as of July 1, 1992 and recorded July 1, 1992 in Miscellaneous Book 1019, Page 459, all in the office of the Register of Deeds of Douglas County, Nebraska.
3. Lease dated November 5, 1991 executed by and between Center Road Retail Developers Limited Partnership, an Indiana limited partnership, Landlord, and General Mills Restaurants, Inc., a Florida corporation, Tenant, as evidenced by the Memorandum of Lease dated as of March 19, 1992 and recorded April 8, 1992 in Miscellaneous Book 1005, Page 379; all right, title, estate and interest thereunder assigned from Center Road Retail Developers Limited Partnership, an Indiana limited partnership, to Oak View Mall Corporation, a Delaware corporation, by the Assignment of Leases (Recorded Leases) dated as of July 1, 1992 and recorded July 1, 1992 in Miscellaneous Book 1019, Page 459; as amended by the Lease Amendment dated March 19, 1992; as further amended by the Letter Agreement dated April 27, 1992; all right, title, estate and interest thereunder assigned by GMRI, successor in interest to General Mills Restaurants, Inc., to Lone Star Steakhouse & Saloon of Nebraska, Inc. by the Assignment, Amendment and Release Agreement dated July 19, 1995; as amended as evidenced by the Memorandum of Lease dated August 14, 1995 and recorded November 9, 1995 in Miscellaneous Book 1161, Page 193 in the office of the Register of Deeds of Douglas County, Nebraska.
4. Lease dated May 29, 1992 executed by and between Center Road Retail Developers Limited Partnership, an Indiana limited partnership, Landlord, and VICORP Restaurants, Inc., a Colorado corporation, Tenant, as evidenced by the Memorandum of Lease dated as of May 29, 1992 and recorded June 5, 1992 in Miscellaneous Book 1015, Page 273; all right, title, estate and interest thereunder assigned from Center Road Retail Developers Limited Partnership, an Indiana limited partnership, to Oak View Mall Corporation, a Delaware corporation, by the Assignment of Leases (Recorded Leases) dated as of July 1, 1992 and recorded July 1, 1992 in Miscellaneous Book 1019, Page 459, all in the office of the Register of Deeds of Douglas County, Nebraska.

5. Plat and Dedication of Oak View dated June 30, 1989 and recorded August 15, 1991 in Deed Book 1880, Page 670; all right, title, estate and interest thereunder assigned from Center Road Retail Developers Limited Partnership, an Indiana limited partnership, -to- Oak View Mall Corporation, a Delaware corporation, by the Assignment of Agreements (Recorded Agreements) dated as of July 1, 1992 and recorded July 1, 1992 in Miscellaneous Book 1019, Page 472.

6. Agreement executed by and between Center Road Retail Developers Limited Partnership, an Indiana limited partnership, CR Peripheral Developers, in Indiana General Partnership, and 140th and Center Partnership, a Colorado general partnership, dated as of May 25, 1989 and recorded May 26, 1989 in Miscellaneous Book 887, Page 402; as amended by the Amendment to Agreement dated as of October 31, 1991 and recorded December 10, 1991 in Miscellaneous Book 988, Page 452; as further amended by the Second Amendment to Agreement dated as of June 15, 1992 and recorded July 1, 1992 in Miscellaneous Book 1019, Page 155; as assigned from Center Road Retail Developers Limited Partnership, an Indiana limited partnership, to Oak View Mall Corporation, a Delaware corporation, by the Assignment of Agreements (Recorded Agreements) dated as of July 1, 1992 and recorded July 1, 1992 in Miscellaneous Book 1019, Page 472.

7. City of Omaha Ordinance No. 32020 with attached Mixed Use District Development Agreement dated and executed March 29, 1990 by and between the City of Omaha, Nebraska, a municipal corporation, Center Road Retail Developers Limited Partnership, an Indiana limited partnership, and CR Peripheral Developers, an Indiana general partnership, recorded August 15, 1990 in Miscellaneous Book 935, Page 44; as assigned from Center Road Retail Developers Limited Partnership, an Indiana limited partnership to Oak View Mall Corporation, a Delaware corporation, by the Assignment of Agreements (Recorded Agreements) dated as of July 1, 1992 and recorded July 1, 1992 in Miscellaneous Book 1019, Page 472.