

follows:

A. One third (1/3) thereof shall be paid by the owner of the Partnership Parcel.

B. One third (1/3) thereof shall be paid by the owner of the Bartlemay Parcel.

C. One third (1/3) thereof shall be paid by the owner of the Jaffe Parcel.

4. Use Restrictions and Conditions to Modification Agreement. In consideration for the mutual agreements, declarations and undertakings evidenced by this Agreement, the parties hereto jointly and severally, for themselves and their successors in interest, representatives, transferees and assigns, agree as follows:

A. Neither the modifications of the structure situate on the Jaffe Parcel for the proposed Fazoli's Project, nor any future project on the Jaffe Parcel shall result in any increase of the now existing ground floor space/area of said structure.

B. Normal usage of parking by Fazoli's patrons, or by the patrons of any future occupant of the Jaffe Parcel, shall not exceed fifty (50) spaces. It is recognized by the parties hereto that certain abnormal circumstances or events (such as the period following Fazoli's initial opening and/or holiday weekend traffic) may result in temporary or sporadic usage in excess of the expected maximum normal parking requirements. Neither the Fazoli's Project nor any future use of the Jaffe Parcel shall result in a diminution in the number of aggregate parking spaces within the Modified Easement Parcel and the Modified Excluded Parcel from the number of such spaces as exist at the time of the execution of this Agreement. For purposes of computing the number of such parking spaces, the parties agree that such spaces, if any, as would be lost by dedicating those six foot (6.0') and three foot (3.0') strips hereinbefore described at paragraph 7.8. for use as a drive through carryout lane shall not be counted as lost parking spaces.

C. Each of the parties hereto agrees to require use of the Modified Easement Parcel by its tenants, transferees and assigns in such a manner as to require their employee parking in designated locations on the Modified Easement Parcel or on such other areas as shall be agreed upon by the parties.

D. Jaffe agrees that occupants of the Modified Excluded Parcel shall encourage, by appropriate signage and direction, patron usage of parking facilities situate to the north and east of the building located thereon.

LAND DESCRIPTION.

Being a part of the Southeast Quarter of Section 35, Township 14 North, Range 1 West in the City of Richmond, Wayne County, Indiana, and being more particularly described as follows:

Beginning at a point at the northwest corner of a building, said point being more particularly described as follows: Commencing at the southwest corner of the Southeast Quarter, and running thence south 89 degrees, 21 minutes and 10 seconds east, 1484.38 feet to a point on the east line of the Gateway Shopping Center tract; thence north 00 degrees, 46 minutes and 25 seconds east, 797.38 feet to a point, said point being 64.92 feet south 00 degrees, 46 minutes and 25 seconds west of the northeast corner of said Gateway Shopping Center tract, and running thence south 89 degrees, 13 minutes and 35 seconds east, 36.00 feet to the beginning point of this description, and running thence from said beginning point, continuing south 89 degrees, 13 minutes and 35 seconds east, along said building, 27.90 feet to a corner of said building; thence south 00 degrees, 46 minutes and 25 seconds west, along said building, 1.00 foot to a corner of said building; thence south 89 degrees, 13 minutes and 35 seconds east, along said building, 9.35 feet to a corner of said building; thence north 00 degrees, 46 minutes and 25 seconds east, along said building 3.22 feet to a corner of said building; thence south 89 degrees, 13 minutes and 35 seconds east, along said building, 9.35 feet to a corner of said building; thence south 00 degrees, 46 minutes and 25 seconds west, along said building, 3.22 feet to a corner of said building; thence south 89 degrees, 13 minutes and 35 seconds east, along said building, 9.35 feet to a corner of said building; thence north 00 degrees, 46 minutes and 25 seconds east, along said building, 1.00 foot to a corner of said building; thence south 89 degrees, 13 minutes and 35 seconds east, along said building, 27.95 feet to the northeast corner of said building; thence south 00 degrees, 46 minutes and 25 seconds west, along said building, 56.20 feet to the southeast corner of said building; thence north 89 degrees, 13 minutes and 35 seconds west, along said building, 27.85 feet to a corner of said building; thence south 00 degrees, 46 minutes and 25 seconds west, 9.42 feet to a point; thence north 89 degrees, 13 minutes and 35 seconds west, 27.60 feet to a point; thence north 00 degrees, 46 minutes and 25 seconds east, 17.00 feet to a corner of said building; thence north 89 degrees, 13 minutes and 35 seconds west, along said building, 27.90 feet to the southwest corner of said building; thence north 00 degrees, 46 minutes and 25 seconds east, along said building, 48.60 feet to the place of beginning, containing an area of 4,770 square feet.

SUBJECT TO: Any easements of record.

This is to certify that the above description was prepared this 5th day of August 1994, from a recent survey, and is true and correct to the best of my knowledge and belief.



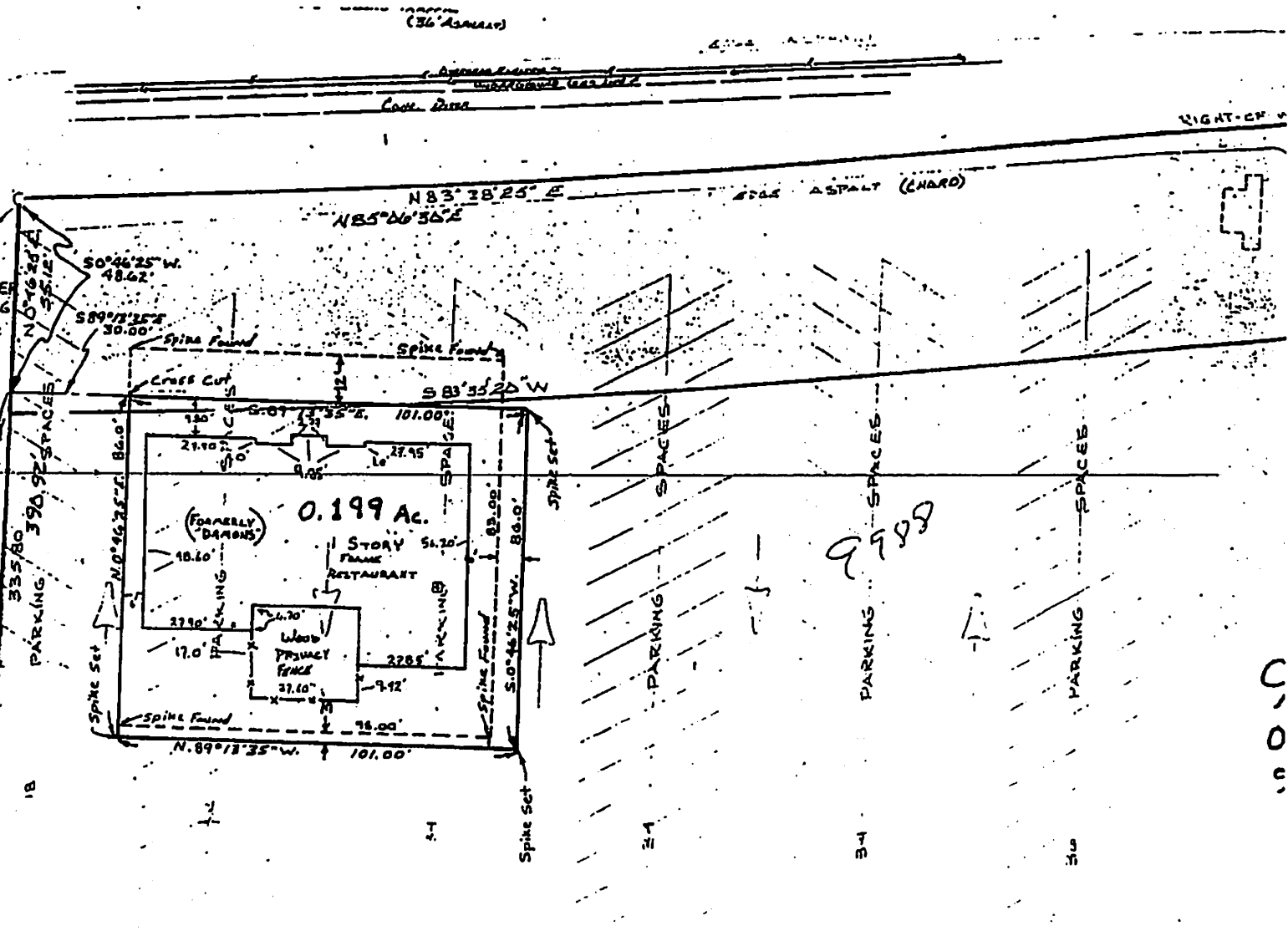
John E. Beals
BBALS SURVEYING CORPORATION
By: John E. Beals
Reg. Surveyor No. 7955
State of Indiana
W/O 16100A

Exhibit B

12 November 1987
Scale: 1" = 30'
A - Spike Set
141 13688
163

Revised: 6-20-1994 (D)
w/o 16900

NORTHEAST-CORNER
GATEWAY SHOPPING
CENTER



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