This document was prepared by:

Brian D. Kluever, Attorney at Law, Schiff Hardin LLP. 2

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Tax Parcel No. 60UNTY 0133 - 0005
FILED FOR RECORD 33 - 000 8

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After recording mail to and send subsequent Tax Bills to:

NiSource Corporate Services Real Estate and Facility Services 801 East 86th Avenue Merrillville, Indiana 46410 Attn: Real Estate

This Space Reserved for Recorder Only

CM020052852

WARRANTY DEED

Parcel One: Electric and Gas Outlot #1 of Purdue Research Foundation Subdivision Phase 2, Town of Merrillville, Lake County, Indiana, the plat of which is recorded at Book 95, page 98.

Parcel Two: Part of the Detention Area #2 of Purdue Research Foundation Subdivision Phase 2, Town of Merrillville, Lake County, Indiana, the plat of which is recorded at Book 95, page 98, described as follows:

Beginning at the Southwest corner of Electric and Gas Outlot #1 of said subdivision; thence North 00 degrees 31 minutes 00 seconds East along the West line of Electric and Gas Outlot #1 a distance of 60.00 feet to the Southeast corner of Sanitary Outlot #1; thence North 89 degrees 29 minutes 00 seconds West along the South line of Sanitary Outlot #1 a distance of 30.00 feet; thence South 00 degrees 31 minutes 00 seconds West a distance of 25.50 feet; thence South 40 degrees 29 minutes 32 seconds East a distance of 45.72 feet to the Point of Beginning.

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Party of the first part, certifies under oath that (i) no Indiana Gross Income Tax is due or payable with respect to the transfer made by this deed and (ii) to the best knowledge of the party of the first part, the Premises is not "real property" as defined in Indiana Code 13-25-3-1 et seq. and is not and has not been used as a landfill or dump, and contains no underground storage tanks or toxic or hazardous waste or materials, and that no disclosure statement under Indiana Code 13-25-3-1 et seq. (Indiana Responsible Transfer Law) is required for this transaction.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the party of the second part, its successors and assigns forever.

And the party of the first part, for itself, and its successors, does covenant, promise and agree, to and with the party of the second part, and its successors and assigns, that it has not done or suffered to be done, anything whereby the Premises hereby granted are, or may be, in any manner encumbered or charged, except as to those matters set forth in Exhibit "A" attached hereto and made a part hereof; and that party of the first part WILL WARRANT AND DEFEND against all persons claiming the Premises or any portion thereof or any interest therein, subject to those matters set forth in Exhibit "B" attached hereto and made a part hereof.

IN WITNESS WHEREOF, said party of the first part has caused its name to be signed to this deed the day and year first above written.



ACKNOWLEDGMENT

STATE OF <u>Indiana</u>)
COUNTY OF <u>Marion</u>)SS.

Before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that John T. Phair, President of Holladay Partners-Midwest, Inc., sole general partner of AmeriPlex PRF Partners, L.P. personally known to me to be the Manager of AmeriPlex PRF, LLC, an Indiana limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Manager, he/she signed and delivered the said instrument, pursuant to authority, given by the unanimous consent of the members of said company as his/her free and voluntary act, and as the free and voluntary act and deed of said company, for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 8th day of June, 2005.

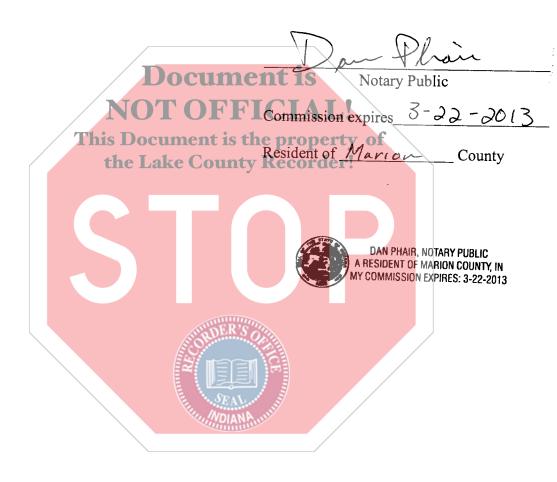


EXHIBIT A

List of Permitted Exceptions

- 1. Taxes for the year 2004 and subsequent years.
- 2. Covenants, conditions, and restrictions contained in the plat of Purdue Research Foundation Subdivision, Phase 2, an Addition to the Town of Merrillville recorded August 27, 2004 in Plat Book 95, page 98, but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
- 20 foot sanitary sewer easement, 15 foot trail easement, 10 foot utility easement affecting 3. Detention Area #2 as shown on plat of Purdue Research Foundation Subdivision Phase 2, Plat Book 95, page 98.

(Affects Detention Area #2)

Variable width access and utility easement affecting Detention Area #2 as shown on plat 4. of Purdue Research Foundation Subdivision Phase 2, Plat Book 95, page 98.

(Affects Detention Area #2)
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