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2007 051825

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2007 JUN 26 AM 9:35

MICHAEL A. BROWN  
RECORDER

CM1620059266

**RESTRICTION AGREEMENT**

**AMERIPLEX PRF, LLC,**  
an Indiana limited liability company

and

**MEDICAL REALTY ASSOCIATES, LLC,** an  
Indiana limited liability company, and **PINNACLE**  
**HEALTHCARE, LLC,** an Indiana limited liability company

Dated: As of September 29, 2006

Location of Property:

AmeriPlex at the Crossroads  
93rd Avenue, Interstate 65, 101st Avenue, and Broadway/State Road 53  
Merrillville, Indiana

**This Document is the property of  
the Lake County Recorder!**

**STOP**  
**FILED**



JUN 25 2007

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

THIS DOCUMENT PREPARED  
BY AND AFTER RECORDING  
SHOULD BE RETURNED TO:

Quarles & Brady LLP  
500 West Madison Street  
Suite 3700  
Chicago, Illinois 60661  
Attn: Eric J. Fuglsang, Esq.

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each  
Social Security number in this document, unless required by law. Stacey Prigge

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CHICAGO TITLE INSURANCE COMPANY

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## RESTRICTION AGREEMENT

THIS RESTRICTION AGREEMENT (this "Agreement") is entered into as of the 29<sup>th</sup> day of September, 2006, by and between MEDICAL REALTY ASSOCIATES, LLC, an Indiana limited liability company ("MRA"), and PINNACLE HEALTHCARE, LLC, an Indiana limited liability company ("PHL") (MRA and PHL, together with their respective nominees, designees, successors, and assigns from time to time, are sometimes referred to hereinafter, collectively, as "Beneficiary"), and AMERIPLEX PRF, LLC, an Indiana limited liability company, its successors and assigns ("Developer").

### RECITALS:

A. Developer owns certain real property commonly known as AmeriPlex at the Crossroads and located generally in the property bounded by 93rd Avenue, Interstate 65, 101st Avenue, and Broadway/State Road 53 in Merrillville, Indiana (the "AmeriPlex Property"), which AmeriPlex Property is generally depicted on Exhibit A attached hereto and made a part hereof, and which AmeriPlex Property is legally described on Exhibit A-1 attached hereto and made a part hereof.

B. Developer heretofore conveyed to MRA, and MRA heretofore acquired from Developer, a parcel located within the AmeriPlex Property comprising approximately 15.33 acres (hereinafter referred to as "Site A").

C. Developer has heretofore entered into a sale and purchase agreement with STK Member, LLC ("STKM"), an affiliate of Beneficiary, pursuant to which Developer will convey to STKM's assignee, MRA, and MRA will acquire from Developer, an additional parcel within the AmeriPlex Property comprising approximately 10.702 acres (hereinafter referred to as "Site B").

D. Developer has heretofore entered into a sale and purchase agreement with First Colony Healthcare, LLC ("FCH"), who is not affiliated with or otherwise related to Beneficiary, pursuant to which Developer will convey to FCH, and FCH will acquire from Developer, a parcel located within the AmeriPlex Property comprising approximately 4.0 acres (the "FCH Parcel"), which FCH Parcel is generally depicted on Exhibit B attached hereto and made a part hereof, and which FCH Parcel is legally described on Exhibit B-1 attached hereto and made a part hereof.

E. Pursuant to that certain Real Estate Option Agreement dated as of December 2, 2004 (as amended, the "Option Agreement"), Developer heretofore granted to STK Holdings, LLC ("STKH"), an affiliate of Beneficiary, an option to purchase an approximately twenty-six (26) acre site in the AmeriPlex Property located directly to the south of Site A (hereinafter referred to as the "Option Parcel").

F. In connection with the foregoing, it is the desire and intention of Developer to restrict the AmeriPlex Property so that Beneficiary, STKM, STKH, and their respective nominees, designees, and affiliates will be benefited by those certain covenants and restrictions set forth herein. Developer recognizes that Beneficiary, STKM, STKH, and their respective

nominees, designees, and affiliates will have the sole and exclusive right in the AmeriPlex Property (excluding the use of the FCH Parcel by FCH for a Long Term Acute Care Hospital ("LTACH")) to operate a Medical Facility (as hereinafter defined) for the period of time set forth below.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and provisions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. AmeriPlex Property Restriction; Exclusive Term.

(a) Subject to the terms and provisions of this Agreement, Developer agrees that, during the Exclusive Term (as hereinafter defined), Beneficiary will have the sole and exclusive right to operate and maintain a Medical Facility within the AmeriPlex Property (except for the use of the FCH Parcel by FCH for a LTACH as hereinafter provided). For purposes of this Agreement, the term "Medical Facility" shall mean the following types of free standing medical facilities, centers, or services within the AmeriPlex Property, either independently or in conjunction with any other individual, person, entity, or group chosen by Beneficiary as a partner, joint venturer, tenant, assignee, sublessee, etc.:

(i) Medical facilities commonly referred to as "in-patient" facilities, including without limitation the following: (a) hospitals of any type (each, a "Hospital"); (b) nursing homes, assisted living or other long-term care facilities of any type; (c) rehabilitation facilities of any type; and (d) "short stay beds" or short-stay facilities of any type;

(ii) Ambulatory and outpatient surgery centers, including centers that provide outpatient surgery, endoscopy and colonoscopy and other gastroenterology procedures and/or pain management;

(iii) Urgent care facilities;

(iv) Comprehensive outpatient rehabilitation facilities;

(v) Dialysis centers;

(vi) Diagnostic facilities of any type, including without limitation the following: (a) imaging centers of any type, including those providing magnetic resonance imaging, computed tomography, nuclear medicine, mammography, bone densitometry, ultrasound, echocardiography, etc.; and (b) cardiac catheterization and vascular laboratories.

(b) Medical Office Buildings (MOBs) may be built in the AmeriPlex Property by Developer or others; however, if any such MOB contains any of the above listed services they must be considered "convenience" or ancillary services, not the primary service or use of such MOB.

(c) The "Exclusive Term" shall commence upon the Effective Date, and shall continue for the period through and including December 31, 2007 for all uses other than in-patient facilities as described above. The Exclusive Term for in-patient facilities shall commence upon the Effective Date and shall remain in effect so long as an in-patient facility remains in operation on Site A. The foregoing restriction set forth in (a) above shall not apply to use of the FCH Parcel by FCH for a LTACH. Developer agrees that Developer will not develop, construct, or operate, nor will Developer permit, authorize, consent to, or otherwise allow the development, construction, or operation of, any medical facility in the AmeriPlex Property (except for the use of the FCH Parcel by FCH for a LTACH and MOB's to the extent hereinabove provided), whether or not the same constitute a Medical Facility hereunder, without the prior written consent of Beneficiary in each instance, which consent (i) may be withheld in Beneficiary's sole and absolute discretion with respect to uses which constitute a Medical Facility hereunder, and (ii) shall not be unreasonably withheld with respect to uses which do not constitute a Medical Facility hereunder.

2. Remedies Upon Default. In the event of any breach or default of any term or provision hereof, if such breach or default is not cured within thirty (30) days after written notice thereof is given to the defaulting party by the non-defaulting party (provided, however, if such breach or default cannot reasonably be cured within said 30-day period, then the defaulting party shall not be deemed in default hereunder if the defaulting party commences to cure within said 30-day period and thereafter diligently pursues such cure to completion within a reasonable period of time thereafter), the non-defaulting party shall have any and all rights and remedies available pursuant to this Agreement, or existing at law or in equity, including, without limitation, the right to seek injunctive relief and/or an action for specific performance. It is specifically understood and acknowledged that (i) any breach or reasonably anticipated breach by Developer of its obligations hereunder would cause immediate and irreparable harm to Beneficiary that could not be repaired, and for which Beneficiary could not be fully compensated, by money damages, and (ii) Developer agrees that Beneficiary may obtain injunctive relief, without the necessity of posting a bond, to prevent or limit such breach, and may also pursue any other remedies available at law or in equity, including without limitation an action for specific performance, as a result of an alleged or reasonably anticipated breach of this Agreement.

3. Cumulative Remedies. The remedies permitted or available pursuant to the provisions of this Agreement, at law or in equity, shall be cumulative.

4. Attorneys' Fees and Costs. In the event suit is brought for the enforcement of, or the declaration of rights pursuant to, this Agreement or as the result of any alleged breach of, or default under, any restriction, covenant, or other provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorneys' fees and costs (including fees of in-house counsel), from the non-prevailing party, and any judgment or decree rendered in such proceedings shall include an award thereof. The amount of attorneys' fees and costs shall be set by the court and not a jury.

5. Notices. No notice, consent, approval, or other communication provided for herein or given in connection herewith shall be validly given, made, delivered, or served unless it is in writing and delivered personally, sent by nationally-recognized commercial overnight

courier service, or sent by registered or certified United States mail, postage prepaid and return receipt requested, and addresses as follows:

If to Developer: AmeriPlex PRF, LLC  
227 South Main Street  
South Bend, Indiana 46601  
Attn: John T. Phair

With a copy to: Holladay Properties  
1605 Adler Circle, Suite E  
Portage, Indiana 46368  
Attn: Larry Mudd

If to Beneficiary: Medical Realty Associates, LLC  
P.O. Box 11000  
Merrillville, Indiana 46411  
Attn: B. Don Burman

With a copy to: Quarles & Brady LLP  
411 East Wisconsin Avenue  
Milwaukee, Wisconsin 53202  
Attn: Roger D. Strode

Any party hereto may from time to time change its address by written notice to the other party given in the manner provided herein. Notices, consents, approvals, and communications given by mail shall be deemed delivered upon the earlier of (i) delivery to the respective addresses set forth above if delivered personally, (ii) one (1) business day after deposit with a nationally-recognized commercial overnight courier service, or (iii) three (3) business days after deposit in the United States mail in the manner provided above.

6. Interpretation. The captions of the Sections of this Agreement are for convenience only and shall not govern or influence the interpretation hereof. This Agreement is the result of negotiations between the parties and, accordingly, shall not be construed for or against either party regardless of which party drafted this Agreement or any portion thereof.

7. Severability. Invalidation of any of the restrictions or other provisions of this Agreement shall in no way affect any of the other restrictions or provisions of this Agreement.

8. No Partnership, Third Person. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture, or other similar arrangement between the parties hereto. Except as expressly provided to the contrary, herein, no term or provision of this Agreement is intended to, or shall, be for the benefit of any person, firm, corporation, or other entity not a party hereto, and no such party shall have any right or cause of action hereunder.

9. Entire Agreement. This Agreement constitutes the entire agreement between and reflects the reasonable expectations of the parties pertaining to the subject matter hereof. This Agreement may be amended only by a written instrument executed by all of the parties hereto.

10. **Binding Effect; Restriction.** This Agreement, and the covenants and agreements contained herein, shall run with the land and shall be binding upon each of Developer and Beneficiary, and their respective successors and assigns.

11. **Indiana Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

12. **Date of Performance.** If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday, or legal holiday, then said obligation shall be due and owing, and said time period shall expire, on the first day thereafter which is not a Saturday, Sunday, or legal holiday.

13. **Counterparts.** This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed an original, but all counterparts shall constitute but one agreement.

14. **Due Authority.** Each party acknowledges and warrants that it is fully authorized and empowered to execute this Agreement by and through the individuals executing below.

15. **Time of Essence.** Time is of the essence of this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**DEVELOPER:**

AMERIPLEX PRF, LLC, an Indiana limited liability company

By: [Signature]  
Name: JOHN T. PHAIN  
Title: Managing Member

**BENEFICIARY:**

MEDICAL REALTY ASSOCIATES, LLC, an Indiana limited liability company

By: [Signature]  
Name: B. DON BURMAN  
Title: CEO



PINNACLE HEALTHCARE, LLC, an Indiana limited liability company

By: [Signature]  
Name: B. DON BURMAN  
Title: CEO

STATE OF Indiana )  
 ) SS  
COUNTY OF S. Joseph )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named John T. Phair, as Managing Member of AMERIPLEX PRF, LLC, an Indiana limited liability company, one of the parties to the foregoing instrument, personally known or identified to me to be the same person whose name is subscribed to the foregoing instrument as such John T. Phair, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and the free and voluntary act of such entity, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 2<sup>nd</sup> day of <sup>October</sup> ~~August~~, 2006.

By: Carol L. Bencoter [SEAL]

Notary Public

Commission Expires: 11-14-2012



CAROL L. BENCOTER, Notary Public  
A Resident of Elkhart County, IN  
My Commission Expires: 11-14-2012

STATE OF INDIANA )

COUNTY OF LAKE )

**Document is NOT OFFICIAL!**

**This document is the property of the Lake County Recorder!**

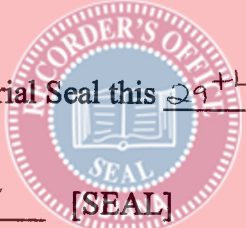
I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named B. Don Burman, as CEO of MEDICAL REALTY ASSOCIATES, LLC, an Indiana limited liability company, one of the parties to the foregoing instrument, personally known or identified to me to be the same person whose name is subscribed to the foregoing instrument as such CEO, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and the free and voluntary act of such entity, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29<sup>th</sup> day of <sup>September</sup> ~~August~~, 2006.

By: Ann Marie Redner [SEAL]

Notary Public

Commission Expires: 3/24/2011





STATE OF INDIANA )  
 ) SS  
COUNTY OF LAKE )

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that the above named B. Don Burman, as CEO of PINNACLE HEALTHCARE, LLC, an Indiana limited liability company, one of the parties to the foregoing instrument, personally known or identified to me to be the same person whose name is subscribed to the foregoing instrument as such CEO, appeared before me this day in person and acknowledged that he/she signed and delivered the said instrument as his/her free and voluntary act, and the free and voluntary act of such entity, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 29<sup>th</sup> <sup>September</sup> day of ~~August~~, 2006.

By: *Annare Kuhn* [SEAL]  
Notary Public  
Commission Expires: 3/24/2011



**LIST OF EXHIBITS**

- Exhibit A** - Depiction of AmeriPlex Property
- Exhibit A-1** - Legal Description of AmeriPlex Property
- Exhibit B** - Depiction of FCH Parcel
- Exhibit B-1** - Legal Description of FCH Parcel



**EXHIBIT A**

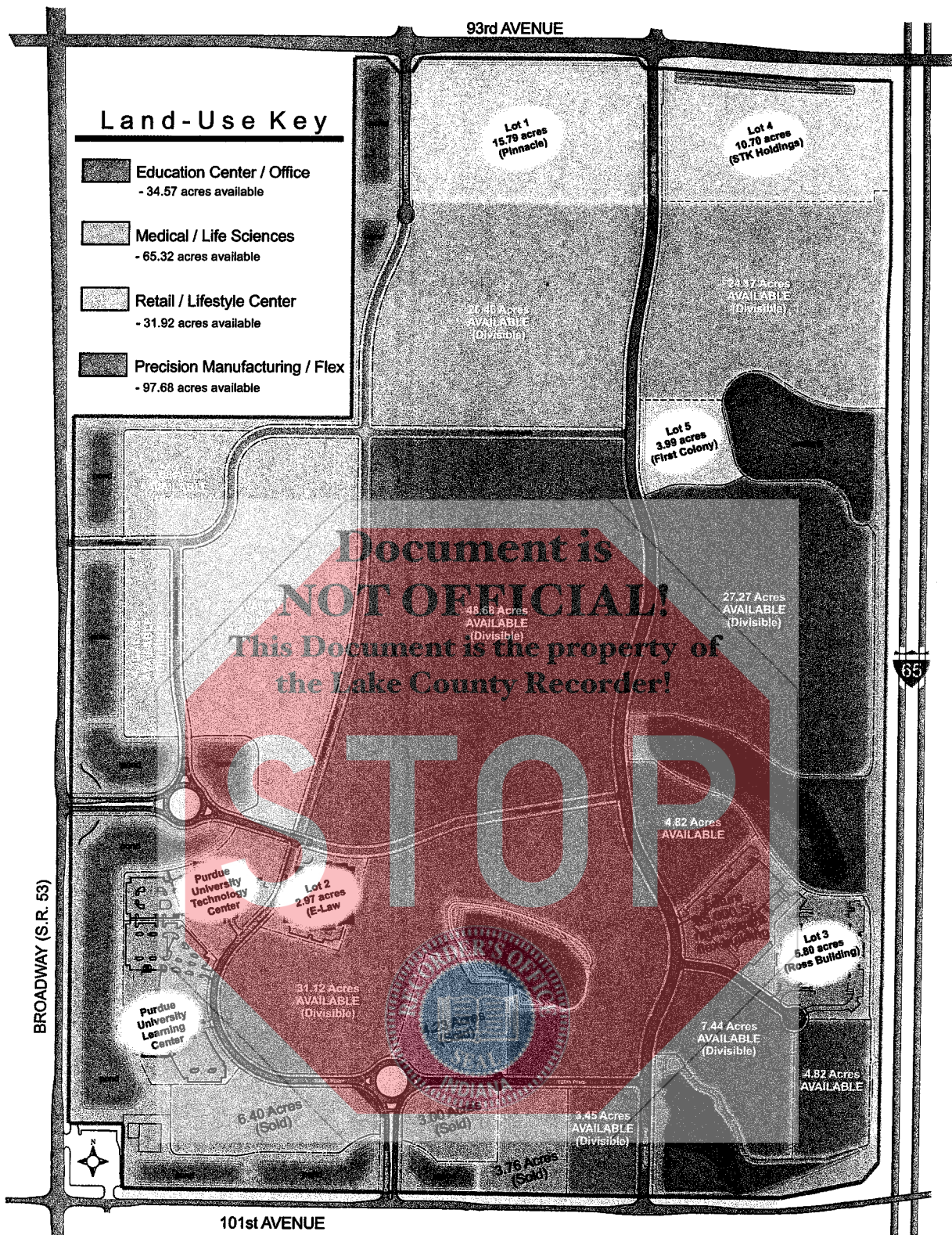
**DEPICTION OF AMERIPLEX PROPERTY**





# AmeriPlex At The Crossroads

TENTATIVE LAND-USE PLAN (08-01-06)



**PURDUE**  
RESEARCH FOUNDATION

.....Where Education  
and Business Thrive

**HOLLADAY PROPERTIES**  
Building Solutions Since 1952

**EXHIBIT A-1**

**LEGAL DESCRIPTION OF AMERIPLEX PROPERTY**





**AmeriPlex at the Crossroads – Merrillville, Indiana**

**Land Description – Proposed transfer to the “Partnership”:**

Part of Section 34, Township 35 North, Range 8 West of the Second Principal Meridian, Town of Merrillville, Lake County, Indiana described as:

Commencing at the southwest corner of said Section 34, marked by a 1 inch diameter steel pin, thence North 00 degrees 10 minutes 19 seconds West (bearings based on a survey by The Schneider Corporation, recorded as Record #001453) along the west line thereof a distance of 1846.45 feet to the point of beginning; thence continuing North 00 degrees 10 minutes 19 seconds West along said west line a distance of 791.17 feet to the West Quarter corner of said section, said corner being marked by a 5/8 inch diameter rebar; thence continuing North 00 degrees 10 minutes 19 seconds West along said west line a distance of 916.78 feet to the southwest corner of land described in a Deed In Trust to Hilda Luebcke as recorded in Record #96085037 in the Office of the Recorder for Lake County, Indiana; thence South 89 degrees 37 minutes 22 seconds East along the south line thereof, being parallel with the east-west quarter line of said Section 34, a distance of 1330.21 feet to a 5/8 inch diameter rebar with yellow plastic cap stamped “Schneider Firm #0001” hereafter referred to as a “rebar” on the east line of the west half of the northwest quarter of said Section 34; thence North 00 degrees 05 minutes 54 seconds West along said east line a distance of 1639.90 feet to a “rebar” on the southern right-of-way line of 93rd Avenue described in deeds to the Town of Merrillville as recorded in Record #2000-063510 and #2000-063511; thence along said right-of-way line the following fourteen courses:

- 1) Southeasterly along a nontangent curve to the left (said curve having a radius of 17680.45 feet, a chord length of 143.03 feet and a chord bearing of South 89 degrees 21 minutes 05 seconds East) an arc distance of 143.03 feet to a “rebar”,
- 2) South 41 degrees 44 minutes 39 seconds East a distance of 44.23 feet to a “rebar”,
- 3) South 89 degrees 45 minutes 04 seconds East a distance of 101.84 feet to a “rebar”,
- 4) North 45 degrees 14 minutes 19 seconds East a distance of 46.40 feet to a “rebar”,
- 5) South 89 degrees 45 minutes 41 seconds East a distance of 815.62 feet to a 5/8 inch diameter rebar,
- 6) Southeasterly along a tangent curve to the right (said curve having a radius of 6499.34 feet, a chord length of 189.77 feet and a chord bearing of South 88 degrees 55 minutes 30 seconds East) an arc distance of 189.78 feet to a “rebar”,
- 7) South 46 degrees 04 minutes 38 seconds East a distance of 19.50 feet to a “rebar”,
- 8) South 00 degrees 05 minutes 11 seconds East a distance of 188.65 feet to a 5/8 inch diameter rebar,
- 9) South 89 degrees 45 minutes 41 seconds East a distance of 86.08 feet to a “rebar”;



- 10) North 00 degrees 14 minutes 19 seconds East a distance of 162.25 feet to a "rebar",
- 11) Southeasterly along a nontangent curve to the right (said curve having a radius of 6463.25 feet, a chord length of 213.66 feet and a chord bearing of South 86 degrees 14 minutes 02 seconds East) an arc distance 213.67 feet to a "rebar",
- 12) South 85 degrees 17 minutes 12 seconds East a distance of 246.02 feet to a "rebar",
- 13) Southeasterly along a tangent curve to the left (said curve having a radius of 6660.11 feet, a chord length of 546.10 feet and a chord bearing of South 87 degrees 38 minutes 11 seconds East) an arc distance of 546.25 feet to a "rebar",
- 14) South 89 degrees 59 minutes 09 seconds East a distance of 29.59 feet to a "rebar" on the western right-of-way line of Interstate 65;

thence South 00 degrees 01 minute 42 seconds West along said right-of-way to the northeast corner of land described in a deed to NIPSCO, recorded as Record #2003-029604; thence South 88 degrees 40 minutes 30 seconds West along the north line of said land a distance of 100.00 feet to the northwest corner of said land; thence South 00 degrees 01 minute 42 seconds West along the west line of said land a distance of 100.00 feet to the north line of an easement granted to Vector Pipeline L.P., recorded as Record #2000-025892; thence South 89 degrees 51 minutes 50 seconds East along said north line a distance of 48.24 feet; thence North 87 degrees 18 minutes 49 seconds East along said north line a distance of 51.79 feet to a point on the aforesaid western right-of-way line of Interstate 65;

thence along said right-of-way line the following nine courses:

- 1) South 00 degrees 01 minute 42 seconds West a distance of 296.75 feet to a 1/2" diameter rebar with cap stamped "Gerberick S-0584" hereafter referred to as a "Gerberick rebar",
- 2) South 02 degrees 53 minutes 26 seconds West a distance of 200.25 feet to a "Gerberick rebar",
- 3) South 00 degrees 01 minute 42 seconds West a distance of 600.00 feet to a "Gerberick rebar",
- 4) South 02 degrees 50 minutes 03 seconds East a distance of 200.25 feet to a "Gerberick rebar",
- 5) South 00 degrees 01 minute 42 seconds West a distance of 3050.00 feet to a "rebar",
- 6) South 41 degrees 46 minutes 20 seconds West a distance of 112.97 feet to a "rebar",
- 7) South 77 degrees 27 minutes 11 seconds West a distance of 219.17 feet to a "rebar",
- 8) South 81 degrees 33 minutes 35 seconds West a distance of 345.56 feet to a "rebar",
- 9) South 00 degrees 31 minutes 12 seconds West a distance of 31.04 feet to the south line of said Section 34;



thence North 89 degrees 29 minutes 00 seconds West along said south line a distance of 782.33 feet to the southeast corner of Purdue Research Foundation Subdivision Phase 1, the plat of which is recorded at Book 94, Page 25; thence along the east, north and west lines of said subdivision , the following ten courses:

- 1) North 00 degrees 03 minutes 55 seconds West a distance of 595.69 feet,
- 2) South 89 degrees 56 minutes 03 seconds West a distance of 279.90 feet,
- 3) North 00 degrees 08 minutes 10 seconds West a distance of 416.30 feet,
- 4) South 89 degrees 51 minutes 50 seconds West a distance of 171.38 feet,
- 5) North 30 degrees 57 minutes 18 seconds West a distance of 157.03 feet,
- 6) Northwesterly along a nontangent curve to the right (said curve having a radius of 165.51 feet, a chord length of 130.25 feet and a chord bearing of North 86 degrees 06 minutes 59 seconds West) an arc distance of 133.87 feet,
- 7) South 16 degrees 36 minutes 44 seconds West a distance of 438.36 feet,
- 8) Southwesterly along a tangent curve to the right (said curve having a radius of 95.50 feet, a chord length of 85.67 feet and a chord bearing of South 43 degrees 15 minutes 45 seconds West) an arc distance of 88.84 feet,
- 9) Southwesterly along a tangent curve to the left (said curve having a radius of 114.50 feet, a chord length of 54.48 feet and a chord bearing of South 56 degrees 09 minutes 01 second West) an arc distance of 55.01 feet,
- 10) Southwesterly along a tangent curve to the right (said curve having a radius of 145.50 feet, a chord length of 117.46 feet and a chord bearing of South 66 degrees 1 minutes 39 seconds West) an arc distance of 120.91 feet to a northeast corner of Purdue Research Foundation Subdivision Phase 2, the plat of which is recorded at Book 95, page 98;

thence along the east and north lines of said subdivision the following seventeen courses:

- 1) South 89 degrees 56 minutes 03 seconds West a distance of 245.95 feet,
- 2) Northwesterly along a tangent curve to the right (said curve having a radius of 345.00 feet, a chord length of 635.05 feet and a chord bearing of North 23 degrees 05 minutes 15 seconds West) an arc distance of 806.61 feet,
- 3) North 43 degrees 53 minutes 28 seconds East a distance of 189.04 feet,
- 4) Northeasterly along a tangent curve to the left (said curve having a radius of 330.00 feet, a chord length of 155.64 feet and a chord bearing of North 30 degrees 15 minutes 06 seconds East) an arc distance of 157.11 feet,
- 5) North 16 degrees 36 minutes 44 seconds East a distance of 180.20 feet,
- 6) Northeasterly along a tangent curve to the right ( said curve having a radius of 9.50 feet, a chord length of 13.44 feet and a chord bearing of North 61 degrees 36 minutes 44 seconds East) an arc distance of 14.92 feet,
- 7) South 73 degrees 23 minutes 16 seconds East a distance of 28.01 feet,
- 8) North 16 degrees 36 minutes 44 seconds East a distance of 60.00 feet,
- 9) North 73 degrees 23 minutes 16 seconds West a distance of 404.27 feet,





- 10) Northwesterly along a tangent curve to the right (said curve having a radius of 159.50 feet, a chord length of 125.26 feet and a chord bearing of North 50 degrees 16 minutes 02 seconds West) an arc distance of 128.73 feet,
- 11) Northwesterly along a tangent reverse curve to the left (said curve having a radius of 114.50 feet, a chord length of 38.64 feet and a chord bearing of North 36 degrees 51 minutes 36 seconds West) an arc distance of 38.82 feet,
- 12) Northwesterly along a tangent reverse curve to the right (said curve having a radius of 159.50 feet, a chord length of 125.25 feet and a chord bearing of North 23 degrees 27 minutes 18 seconds West) an arc distance of 128.71 feet,
- 13) North 00 degrees 20 minutes 11 seconds West a distance of 12.12 feet,
- 14) South 89 degrees 39 minutes 49 seconds West a distance of 60.00 feet,
- 15) South 00 degrees 20 minutes 11 seconds East a distance of 14.50 feet,
- 16) Southwesterly along a tangent curve to the right (said curve having a radius of 145.50 feet, a chord length of 205.77 feet and a chord bearing of South 44 degrees 39 minutes 49 seconds West a distance of 228.55 feet,
- 17) South 89 degrees 39 minutes 49 seconds West a distance of 413.57 feet to the point of beginning, containing 331.97 acres.

ALSO

Outlot #1 and Outlot #2 in Purdue Research Foundation Subdivision Phase 1, located in Section 34, Township 35 North, Range 8 West of the Second Principal Meridian, Town of Merrillville, Lake County, Indiana, the plat of which is recorded at Book 94, Page 25.

ALSO

Detention Area #1, Detention Area #2, Electric and Gas Outlot #1, Sanitary Outlot #1, and the area designated "Common Space" in Purdue Research Foundation Subdivision Phase 2, located in Section 34, Township 35 North, Range 8 West of the Second Principal Meridian, Town of Merrillville, Lake County, Indiana, the plat of which is recorded at Book 95, page 98.

**Containing, in all, 350.61 acres, more or less.**

Prepared by:  
Dale L. Grimes, PLS  
Director of Land Surveying  
Lafayette Operations

Date: December 7, 2004

L:\4k\4492\009\docs\Survey\LandDesc Transfer to Partnership 7dec04.doc

**EXHIBIT B**

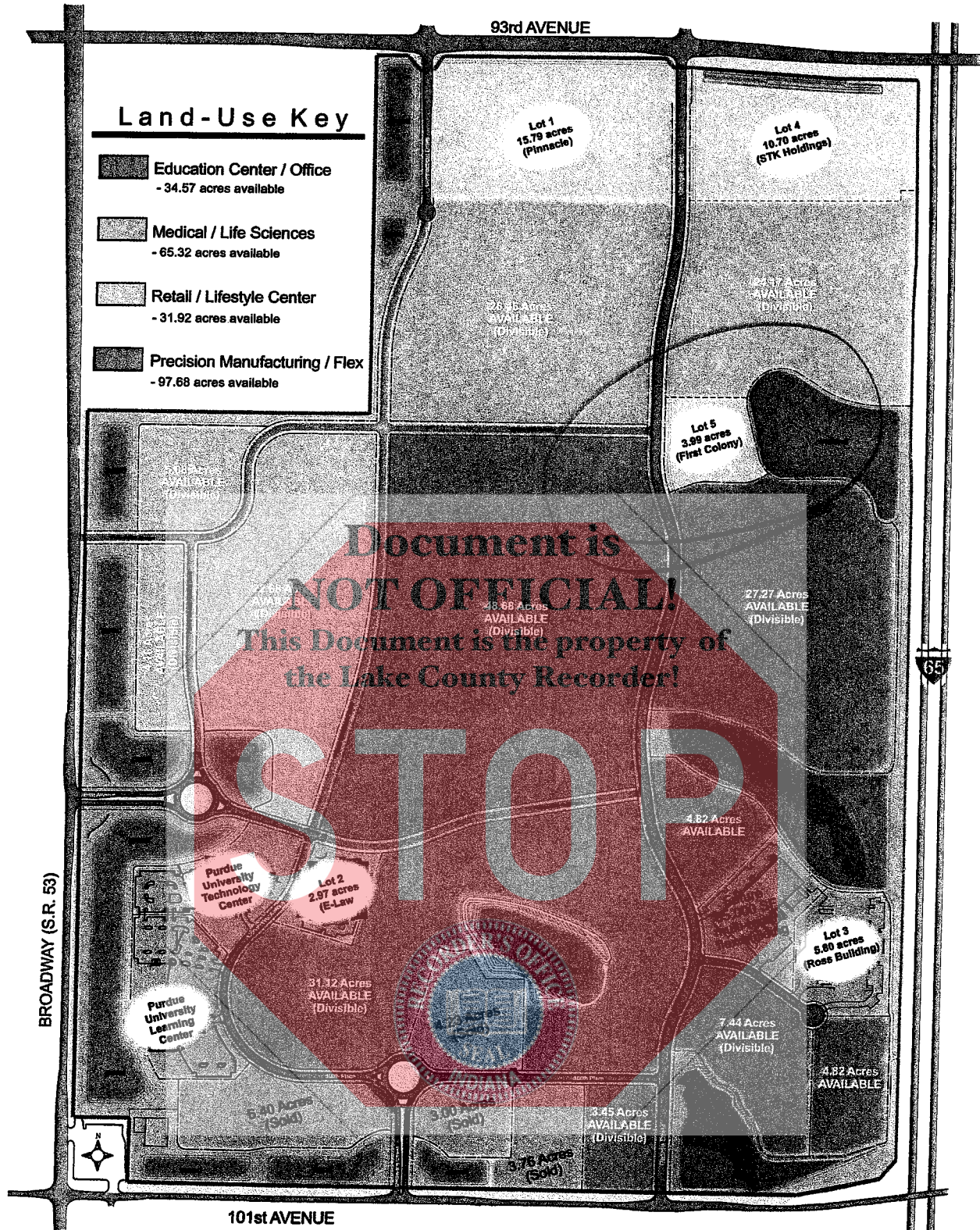
**DEPICTION OF FCH PARCEL**





# AmeriPlex At The Crossroads

TENTATIVE LAND-USE PLAN (08-01-06)



**PURDUE**  
RESEARCH FOUNDATION

.....Where Education  
and Business Thrive

**HI**  
Building Solutions Since 1962  
HOLLADAY PROPERTIES

**EXHIBIT B-1**

**LEGAL DESCRIPTION OF FCH PARCEL**



