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**Modification to Environmental Restrictive Covenant**

THIS COVENANT MODIFICATION is made this 5<sup>th</sup> day of Dec, 2011, by the City of Whiting (together with its successors and assignees, collectively "Owner"), concerning property located at 1851 Front Street, Whiting, Lake County, Indiana, Parcel ID #45-03-08-176-001.000-025 ("Parcel 1") and Parcel #45-03-08-176-002.000-025 ("Parcel 2").

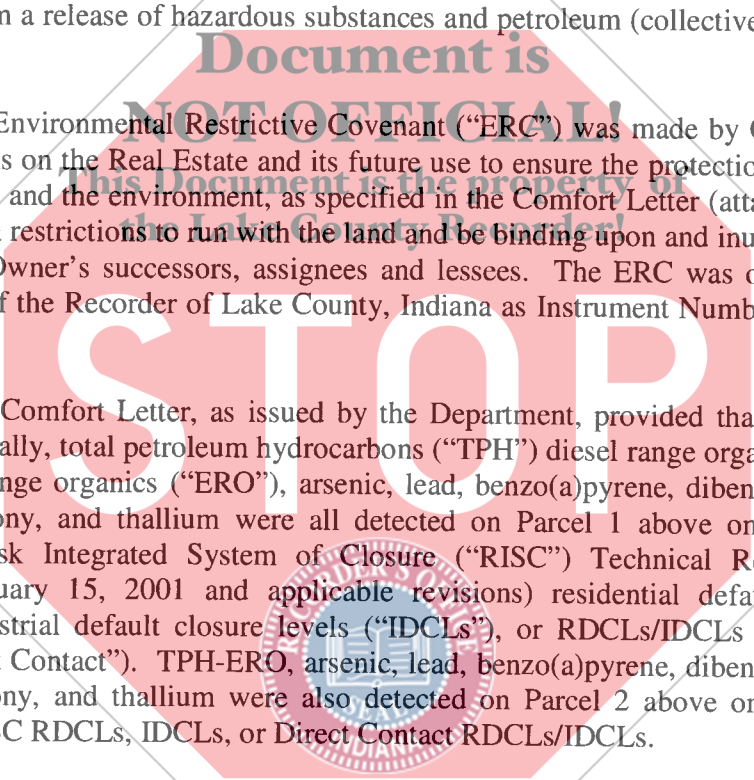
WHEREAS: Owner is the fee owner of certain real estate in the County of Lake, Indiana, which is located at 1851 Front Street and more particularly described as Parcel 1 and Parcel 2. The Real Estate was acquired by deed on February 3, 2009, and recorded on March 18, 2009 as Instrument Number 2009017258, in the Office of the Recorder of Lake County, Indiana. The Real Estate consists of approximately 4.61 acres.

WHEREAS: A Comfort Letter, dated May 5, 2010, was prepared and issued by the Indiana Department of Environmental Management ("the Department" or "IDEM") on behalf of the Owner pursuant to the Indiana Brownfields Program's ("Program") recommendation to address the reuse and redevelopment potential of and Owner's non-liability (as a *bona fide* prospective purchaser ("BFPP")) for the hazardous substances contamination on the Real Estate, formerly owned and operated by Service Lumber ("the Site"), site number #BFD 4090608, a brownfield site resulting from a release of hazardous substances and petroleum (collectively, "Contaminants of Concern").

WHEREAS: an Environmental Restrictive Covenant ("ERC") was made by Owner to establish certain restrictions on the Real Estate and its future use to ensure the protection of public health, safety, or welfare and the environment, as specified in the Comfort Letter (attached as Exhibit B to the ERC), such restrictions to run with the land and be binding upon and inure to the benefit of the Owner and Owner's successors, assignees and lessees. The ERC was originally recorded with the Office of the Recorder of Lake County, Indiana as Instrument Number 2010029789 on May 21, 2010.

WHEREAS, the Comfort Letter, as issued by the Department, provided that Contaminants of Concern, specifically, total petroleum hydrocarbons ("TPH") diesel range organics ("DRO") and TPH extended range organics ("ERO"), arsenic, lead, benzo(a)pyrene, dibenzo(a,h)anthracene, 4,4-DDD, antimony, and thallium were all detected on Parcel 1 above one or more of the Department's Risk Integrated System of Closure ("RISC") Technical Resource Guidance Document (February 15, 2001 and applicable revisions) residential default closure levels ("RDCLs"), industrial default closure levels ("IDCLs"), or RDCLs/IDCLs for direct contact exposure ("Direct Contact"). TPH-ERO, arsenic, lead, benzo(a)pyrene, dibenzo(a,h)anthracene, 4,4-DDD, antimony, and thallium were also detected on Parcel 2 above one or more of the Department's RISC RDCLs, IDCLs, or Direct Contact RDCLs/IDCLs.

WHEREAS, among other actions recommended in the Comfort Letter as "reasonable steps" to be taken by Owner as BFPP to prevent or limit human, environmental or natural resource exposure to any previously released hazardous substances at the Real Estate, the Department recommended that the Owner either "cap" or excavate soils at certain, specific locations



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2011-12-06 2:31  
STATE OF INDIANA  
LAKE COUNTY  
RECORDER OF DEEDS  
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city  
of  
Whiting  
CA  
Non  
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DEC 06 2011  
PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

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("Affected Area") where detected contaminant levels exceeded Direct Contact IDCLs. Capping of the Affected Area would require placing a minimum of 18 inches of concrete/asphalt (including sub-base), building structure, or soil/fill/gravel (verified as clean, e.g. not exceeding RISC RDCLs for any contaminant) and maintaining any such installed cover.

WHEREAS: rather than capping the Affected Area, the Owner, with Department oversight, excavated contaminated surface soils within the Affected Area. IDEM approved, by letter dated November 21, 2011, attached hereto as **Exhibit "A,"** the completed excavation of contaminated surface soils within the Affected Area. Soils within the Affected Area now satisfy RISC Direct Contact RDCLs for the previously-identified contaminants of concern.

NOW THEREFORE, Owner, in consideration of IDEM's approval of the excavation as embodied in **Exhibit A** hereto, hereby covenants and agrees that:

1. ERC Modification. The ERC, as previously established and recorded by Owner, shall be and hereby is modified by this Instrument as expressly provided ("ERC Modification"). The ERC is modified such that the former restriction in II.7.e of the ERC recorded as Instrument 2010029289 is no longer required. All other ERC provisions are unchanged and remain in effect.
2. Written Notice of the Presence of Hazardous Substances. Owner agrees to include in any instrument conveying any interest in any portion of the Real Estate, including but not limited to deeds, leases and subleases (excluding mortgages, liens, similar financing interests, and other non-possessory encumbrances) the following notice provision the following notice provision:

**This Document is the property of  
the Lake County Recorder's Office  
NOT FOR SALE**

**NOTICE: THE INTEREST CONVEYED HEREBY IS SUBJECT TO AN ENVIRONMENTAL RESTRICTIVE COVENANT, DATED MAY 18th 2010, RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY ON MAY 21, 2010, INSTRUMENT NUMBER (or other identifying reference) 2010029289, AND AN ERC MODIFICATION DATED, NOVEMBER 21, 2011, RECORDED IN THE OFFICE OF THE RECORDER OF LAKE COUNTY ON \_\_\_\_\_, 2011, AS INSTRUMENT NUMBER (or other indentifying reference) \_\_\_\_\_ BOTH BEING IN FAVOR OF AND ENFORCEABLE BY THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.**

3. Modification and Termination. The ERC, as modified by this ERC Modification, shall not be further amended, modified, or terminated except by written instrument executed between the Department and the owner of the Real Estate at the time of the proposed amendment, modification, or termination. Within ten (10) days of executing an amendment, modification, or termination of the Covenant, such amendment, modification, or termination, shall be recorded in the Office of the Recorder of Lake County, and within ten (10) days after recording, a true copy of the recorded amendment, modification, or termination shall be presented to the Department.

4. No Other Modifications. Except as expressly modified by this Instrument, the ERC is unaffected by this Instrument and remains in full force and effect as previously made and recorded on May 21<sup>st</sup>, 2010, as Instrument No. 2010029289, in the Office of the Recorder of Lake County, Indiana.
5. Authority to Execute and Record. The undersigned person(s) executing this Instrument represents that he or she is the current fee Owner of the Real Estate or is the authorized representative of the Owner, and further represents and certifies that he or she is duly authorized and fully empowered to execute and record, or have recorded, this Instrument.



Owner hereby attests to the accuracy of the statements in this document and all attachments.

IN WITNESS WHEREOF, the said Owner of the Real Estate described above has caused this ERC Modification to be executed on this 5th day of December, 2011.

Joseph M. Stahura  
Mayor Joseph Stahura

STATE OF Indiana )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Joseph M. Stahura the Mayor of the Owner, City of Whiting, who acknowledged the execution of the foregoing instrument for and on behalf of said entity.

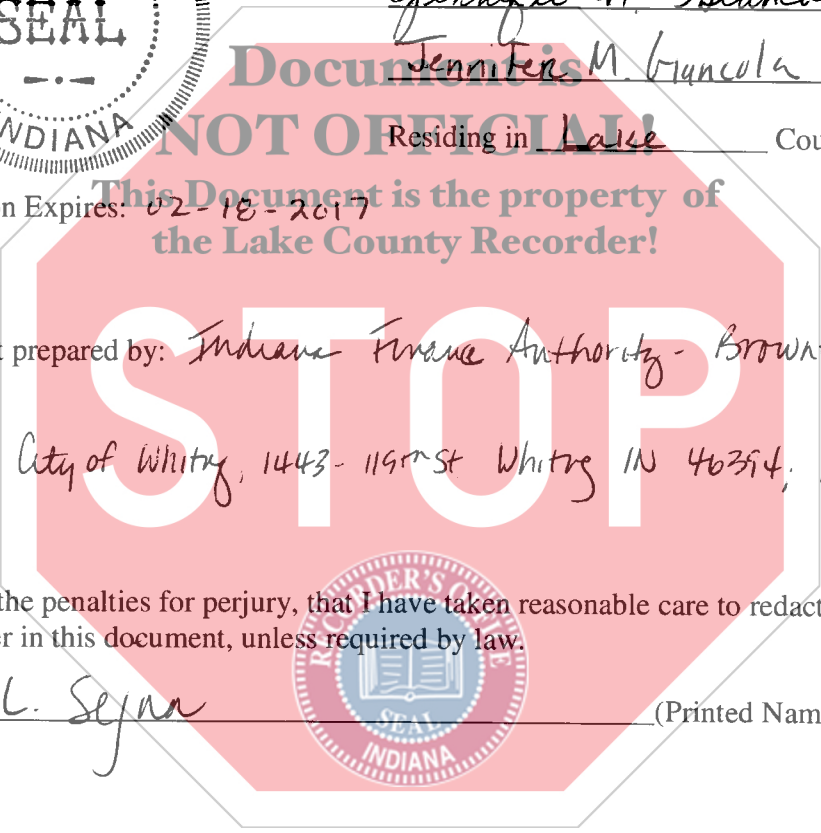
Witness my hand and Notarial Seal this 5th day of December, 2011.



Jennifer M. Mancola  
Jennifer M. Mancola, Notary Public

Residing in Lake County, Indiana

My Commission Expires: 02-18-2017



This instrument prepared by: Indiana Finance Authority - Brownfield's Section

Return to: City of Whiting, 1443-119th St Whiting IN 46394; ATTN: CITY ATTY DENISE L. SEJNA

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.

Denise L. Sejna (Printed Name of Declarant)

**EXHIBIT A**

**Copy of IDEM Letter Dated November 29, 2011**





INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

*We Protect Hoosiers and Our Environment.*

*Mitchell E. Daniels, Jr.*  
Governor

*Thomas W. Easterly*  
Commissioner

100 North Senate Avenue  
Indianapolis, Indiana 46204  
(317) 232-8603  
Toll Free (800) 451-6027  
[www.idem.IN.gov](http://www.idem.IN.gov)

November 29, 2011

Mayor Joseph Stahura  
City of Whiting  
Office of the Mayor  
1443 119<sup>th</sup> Street  
Whiting, IN 46394

Re: **Comment Letter and ERC Modification**  
Former Service Lumber Yard  
1851 Front Street  
Whiting, Lake County  
Brownfields #4090608  
State Cleanup #200902257  
UST FID #12806

Dear Mayor Stahura:

Indiana Department of Environmental Management (IDEM) staff has reviewed the *Excavation Report and Revised Environmental Restrictive Covenant* dated August 23, 2011 prepared by SESCO Group (SESCO) for the Former Service Lumber Yard (Site) at the above referenced location.

**Site Background**

The Site consists of two parcels (Parcel 1 and Parcel 2) totaling 4.61 acres. The Site was occupied by the New York Rail Road from approximately 1860 to 1963 and was utilized as a rail yard. In 1963, James and Mabel Frampton (Framptons) purchased Parcel 1 and in 1968 purchased Parcel 2. The Framptons operated the Site as Michigan Industrial Hardwood Company and later changed the name to Service Lumber. From the early 1960s to 2006, the Site was used as a lumber yard, specifically cutting four foot by four foot by eight foot pieces of lumber in an on-Site garage. The garage was also used to service trucks. Lumber was stored outside on the eastern and central portion of the Site. A 1,623 square foot office building and a 7,200 square foot sheet metal storage garage that are both located on the north-western portion of the Site. The majority of the Site is covered with asphalt. The Site has been vacant since 2006, and was purchased by the City of Whiting in February 2009. Redevelopment plans for the Site include a public museum and as a parking lot for the BP Whiting Refinery.



On May 5, 2010, the Indiana Department of Environmental Management (IDEM) issued a Comfort Letter to the City of Whiting (Owner) for the Site. Subsurface investigative reports showed that the Site is impacted with a number of hazardous substances in surface soil, subsurface soils and groundwater, concentrations of which exceed their respective IDEM Risk Integrated System of Closure (RISC) Technical Resource Guidance Document (February 15, 2001 and applicable revisions) residential default closure levels (RDCLs), industrial default closure levels (IDCLs) and/or RDCLs or IDCLs for direct contact exposure (Direct Contact). Specifically, previous investigations showed the highest concentrations of surface soil contaminants were detected at sample number 0808SLY007 located on Parcel 1 and sample number 0808SLY008 located on Parcel 2 (Affected Area). Both samples contained arsenic, lead, antimony, and benzo(a)pyrene above Direct Contact IDCLs. As a condition of the effectiveness of the Comfort Letter, an environmental restrictive covenant (ERC) was required to be recorded on the deed for the Site. A provision in the Comfort Letter and ERC outlined options for how the Owner could address identified on-Site contaminated soils and included allowing contaminated Site soils to be capped with 18 inches of "clean" soil (demonstrated not to contain contaminants of concern above RDCLs) or through excavation of the contaminated soils.

In December 2010, Leah Silverthorn with Hunsucker Goodstein & Nelson PC, sent a request to Lynette Schrowe, Indiana Brownfields Program Project Manager for the Site, informing the Program of the Owner's plan to conduct soil removal in the Affected Area and requesting to remove provision II.7.(e) from the ERC, which states:

*"Remove and properly dispose of soils in the Affected Area denoted on the Site Map (Figure 1) included in Exhibit "B" attached hereto, identified with surface contamination (0-0.5 feet) above RISC IDCLs or cover such areas with a minimum of 18-inches of concrete/asphalt (including sub-base), building/structure, or soil/fill/gravel (verified as clean, e.g., does not exceed RISC RDCLs for any contaminant) and maintain any such installed cover."*

On February 18, 2011, SESCO submitted an *Excavation Work Plan* (Work Plan) to IDEM. The Work Plan was reviewed and approved on April 4, 2011 via e-mail. On July 12, 2011, SESCO mobilized to the Site to begin excavation within the Affected Area of the Site. Specifically, two-10 foot by 10 foot by 3 foot excavations were conducted around the two sample points mentioned previously. X-Ray Fluorescence (XRF) field screening instrumentation was used to guide the excavation. Approximately 9.42 tons of soil/debris was delivered to Newton County Landfill for proper disposal. A total of 12 soil samples were collected from the sidewalls and bottoms of the excavations to confirm the complete removal of the contaminated soil. The samples were laboratory analyzed for antimony, arsenic, lead, semi-volatile organic compounds (SVOCs), and polynuclear aromatic hydrocarbons (PAHs). Results

showed that with the exception of two samples,<sup>1</sup> all detected contaminant levels were below IDEM's RISC Direct Contact RDCLs as displayed below on Table 1.

**Table 1  
 Summary of Soil Analytical Results**

Parcel	Sample ID	Depth (ft)	Sample Location	Contaminant Result (ppm)		
				Arsenic	Lead	Benzo(a)pyrene
1	0808SLY007-1	2-2.5	Sidewall	3.9	6.5	<0.053
	0808SLY007-2	2-2.5	Sidewall	1.9	1.6	<0.053
	0808SLY007-3	2-2.5	Sidewall	2.2	1.8	<0.053
	0808SLY007-4	2-2.5	Sidewall	1.2	1.7	<0.35
	0808SLY007-5A	3	Bottom	2.8	2.1	<0.055
	0808SLY007-5B	3	Bottom	3.0	2.3	<0.054
2	0808SLY008-1	2-2.5	Sidewall	1.0	2.0	<0.054
	0808SLY008-2	2-2.5	Sidewall	2.1	4.4	<0.053
	0808SLY008-3	2-2.5	Sidewall	4.5	2.2	<0.053
	0808SLY008-4	2-2.5	Sidewall	3.1/4.3	1.6/2.0	<0.054
	0808SLY008-5A	3	Bottom	1.4	2.2	<0.055
	0808SLY008-5B	3	Bottom	3.6	2.4	<0.054
<i>Residential Direct Contact</i>				3.9	400	0.5
Industrial Direct Contact				5.8	1,300	1.5

Notes: Results are in parts per million (ppm)  
*Italic* => Residential Direct Contact

**Conclusion**

Based on the technical review of the excavation report and the sampling results, IDEM staff has determined the contaminated surface soil has been properly removed from the Affected Area. Staff has also determined that a modification to the existing ERC to remove the above-referenced provision is appropriate. Be advised that the balance of the applicable land use restrictions will remain in effect and include non-residential use of the Site, no agricultural use of the Site, prohibition of the use of Site ground water for any purpose, as well as the requirement to notify the Department if there is a change in the land use.

<sup>1</sup> The detected arsenic levels in two samples meet or slightly exceeded the Direct Contact RDCL of 3.9 parts per million (ppm) (0808SLY007-1 at 3.9 ppm and duplicate sample 0808SLY008-4 at 4.3 ppm). However, the average of all sample results for arsenic from each excavation is 2.03 ppm for Parcel 1 and 2.86 ppm for Parcel 2. These average sample results are below the RISC RDCL for arsenic. Therefore, IDEM considers the confirmation sample results from the excavations in the Affected Area to meet RISC RDCLs for all analyzed constituents.




Service Lumber  
BFD# 4090608  
November 29, 2011  
Comment Letter and ERC Modification  
Page 4 of 4

Enclosed with this letter, please find a "Modification to the Environmental Restrictive Covenant." In order for the modification to the current ERC to be given effect by IDEM, the Owner must record the enclosed modification document in the Lake County Recorder's Office on the deed for the Site. Please return a certified copy of the filed document to the address listed below:

Indiana Brownfields Program  
100 North Senate Avenue, Room 1275  
Indianapolis, Indiana 46204  
ATTN: Lynette Schrowe

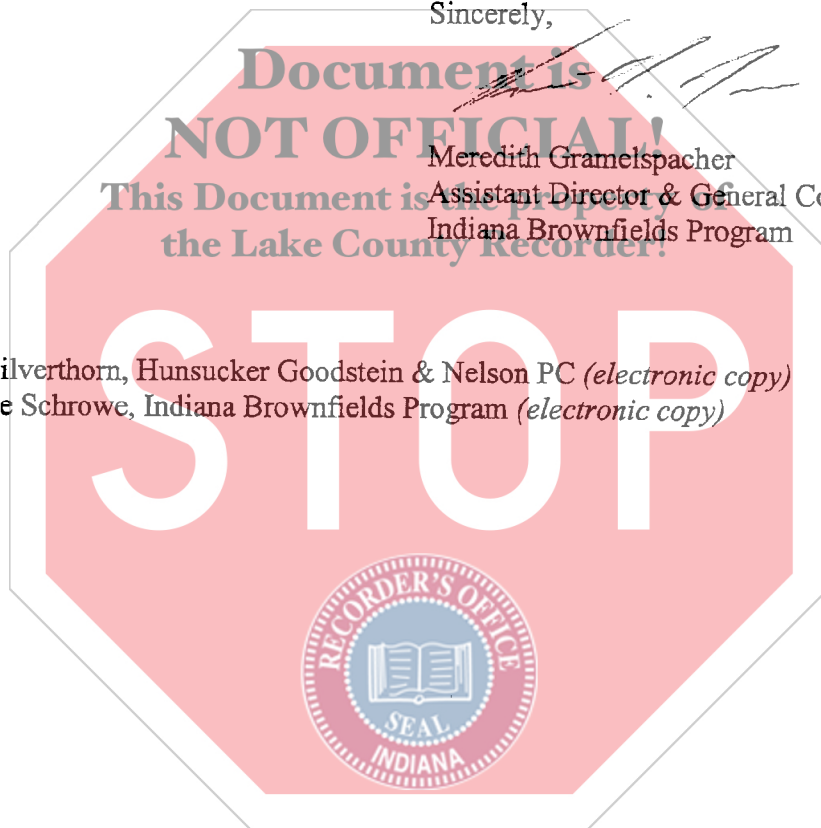
IDEM is pleased to assist the City of Whiting with this request. Should you have any questions or comments, please contact Lynette Schrowe of the Indiana Brownfields Program at 317-234-4861 or toll-free at 1(800) 451-6027, extension 4-4861 or by e-mail at [lschrowe@ifa.in.gov](mailto:lschrowe@ifa.in.gov).

Sincerely,

  
Meredith Gramelspacher  
Assistant Director & General Counsel  
Indiana Brownfields Program

Enclosure

cc: Leah Silverthorn, Hunsucker Goodstein & Nelson PC (*electronic copy*)  
Lynette Schrowe, Indiana Brownfields Program (*electronic copy*)



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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2009 017258

MAR 19 AM 9:11

MICHAEL A. BROWN  
RECORDER

MAIL TAX BILLS TO GRANTEE'S  
CURRENT ADDRESS AT:

1443 119th St  
Whiting IN 46394

RETURN TO:

1443 119th St  
Whiting IN 46394

CHICAGO TITLE INSURANCE COMPANY

**CORPORATE WARRANTY DEED**

OTC 620090667CM

THIS INDENTURE WITNESSETH THAT MICHIGAN INDUSTRIAL HARDWOOD COMPANY, an Ohio corporation, now known as SERVICE LUMBER COMPANY (the "Grantor") CONVEYS AND WARRANTS to CITY OF WHITING, by and through its Redevelopment Commission, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate situated in Lake County, in the State of Indiana, to-wit:

**NOT OFFICIAL!**

Parcel 1: A part of the Southeast Quarter of the Northwest Quarter and the Northeast Quarter of the Northwest Quarter of Section 8, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Whiting, Lake County, Indiana, lying adjacent to the land of Standard Oil Company between Front Street and the old freight depot grounds, more particularly described as beginning at a point on the Southwesterly line of the property owned by the New York Central Railroad Company, which line is 195.80 feet Southwesterly of and parallel with the center line of the Eastbound Main Track, which point of beginning is found by commencing at the Northwest corner of said Southeast Quarter of the Northwest Quarter which is the intersection of 119<sup>th</sup> Street and Front Street and thence South on the West line of said Southeast Quarter of the Northwest Quarter a distance of 105.48 feet to the Northwest corner of the property owned by Standard Oil Company; thence Southeasterly on said Northeastery line of Standard Oil Company, which is also the aforementioned 195.80-foot parallel line of the center line of the Eastbound Main Track, a distance of 32.28 feet to the 26-foot East right-of-way line of Front Street and the point of beginning; thence continuing on said 195.80-foot parallel line a distance of 450.00 feet; thence

#27  
CT  
CA

DULY ENTERED FOR TAXATION SUBJECT TO  
FINAL ACCEPTANCE FOR TRANSFER

**NON-TAXABLE**

MAR 18 2009

MAR 18 2009

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

PEGGY HOLINGA KATONA  
LAKE COUNTY AUDITOR

001933

Northeasterly at right angles 134.40 feet to a point 61.40 feet from the center line of the Eastbound Main Track; thence Southeasterly along a line 61.40 feet Southerly of and parallel with the Eastbound Main Track a distance of 692.20 feet; thence Northeasterly at right angles 15.60 feet to a rail monument (said monument being 45.80 feet by rectangular measurement Southwesterly of the center line of the Eastbound Main Track; thence Northwesterly along a line parallel with the center line of the Eastbound Main Track to the Easterly 26-foot right-of-way line of Front Street; thence South along said right-of-way line of Front Street to the point of beginning.

Parcel 2: A part of the Southeast Quarter of the Northwest Quarter of Section 8, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of Whiting, Lake County, Indiana, lying between the 80-foot wide main line right-of-way of the New York Central Railroad and Standard Oil Company, more particularly described as beginning at a point on the Southwesterly line of the property owned by the New York Central Railroad which line is 195.80 feet Southwesterly of and parallel to the centerline of the East-bound main track and which point of beginning is found by commencing at the Northwest corner of said Southeast Quarter of the Northwest Quarter, which is the intersection of 119<sup>th</sup> Street and Front Street and thence South on the West line of said Southeast Quarter of the Northwest Quarter a distance of 105.48 feet to the Northwest corner of the property owned by Standard Oil Company; thence Southeasterly on said Northeasterly line of Standard Oil Company, which is also the aforementioned 195.80-foot parallel line to the centerline of the Eastbound main, a distance of 482.28 feet to the point of beginning; thence continuing on said 195.80-foot parallel line a distance of 692.2 feet; thence Northeasterly at right angles 134.40 feet to a point 15.60 feet from a rail monument and 61.40 feet from the centerline of the Eastbound main; thence Northwesterly along a line 61.40 feet Southerly of and parallel to the Eastbound main a distance of 692.2 feet; thence Southwesterly at right angles a distance of 134.40 feet to the point of beginning.

Commonly known as 1851 Front Street, Whiting, Indiana 46394.

Tax Parcel Nos.: 45-03-08-176-001.000-025  
45-03-08-176-002.000-025

**SUBJECT, NEVERTHELESS, TO THE FOLLOWING:**

1. Taxes for 2009 payable in 2010, and for all years thereafter.
2. Rights of tenants under unrecorded leases.

3. Rights of public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the land taken or used for road purposes.
4. Rights of the public, the State of Indiana and/or the municipality, and others entitled thereto, in and to that part of the land taken for or lying within Front Street along the west side of Parcel 1 of the real estate.
5. Rights of way for drainage tiles, ditches, feeders and laterals, if any.
6. Railroad right of ways, switches and spur tracks, and all rights therein.
7. Permanent easement for the location, repair, renewal and replacement of existing communication pole and wire lines reserved in the deed dated December 12, 1966, and recorded January 13, 1967, in Deed Record 1338, page 461, as Document No. 694902, made by The New York Central Railroad Company, a Delaware corporation, to Michigan Industrial Hardwood Company, an Ohio corporation, affecting Parcel 1 of the real estate.
8. Permanent easement for the occupation, maintenance and use of the existing side track No. 257 serving Standard Oil Company, reserved in the deed dated December 12, 1966, and recorded January 13, 1967, in Deed Record 1338, page 461, as Document No. 694902, made by The New York Central Railroad Company, a Delaware corporation, to Michigan Industrial Hardwood Company, an Ohio corporation, affecting Parcel 1 of the real estate.
9. Permanent easement for installation and maintenance of pipe and wire lines to provide utility service, conveyed in the deed dated September 13, 1963, and recorded September 25, 1963, in Deed Record 1245, page 337, as Document No. 513305, made by The New York Central Railroad Company, a Delaware corporation, to James J. Frampton and Mabel H. Frampton, as joint tenants with right of survivorship, affecting Parcel 1 of the real estate.
10. Permanent easement for the location, repair, maintenance and renewal of the existing pole and wire line reserved in the deed dated September 13, 1963, and recorded September 25, 1963, in Deed Record 1245, page 337, as Document No. 513305, made by The New York Central Railroad Company, a Delaware corporation, to James H. Frampton and Mabel H. Frampton, as joint tenants with right of survivorship, affecting Parcel 2 of the real estate.
11. All other covenants, easements, rights of way, building lines, highways, roads, streets, alleys and other restrictions of beneficial use and enjoyment of record, and all facts and matters affecting legal and equitable ownership and possession of the real estate which would be, or should have been, revealed and disclosed by an accurate survey of the real estate described above.

The undersigned person executing this Deed represents and certifies on behalf of Grantor that the undersigned is a duly elected officer of Grantor and has been fully empowered by proper resolution of Grantor to execute and deliver this Deed; that

Grantor has full corporate capacity to convey the real estate described; and that all necessary corporate action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this 23rd day of February, 2009.

MICHIGAN INDUSTRIAL HARDWOOD  
COMPANY, an Ohio corporation, now known  
as SERVICE LUMBER COMPANY

BY:  James H. Frampton, Jr., President

STATE OF INDIANA

COUNTY OF LAKE

SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared JAMES H. FRAMPTON, JR., the PRESIDENT of MICHIGAN INDUSTRIAL HARDWOOD COMPANY, an Ohio corporation, now known as SERVICE LUMBER COMPANY, who acknowledged the execution of the foregoing Deed for and on behalf of Grantor and who, having been duly sworn, stated the representations therein contained are true.

WITNESS my hand and notarial seal this 23rd day of February, 2009.

My Commission Expires: 12/08/2015

County of Residence: Lake

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. Jacalyn L. Smith

This Instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Madrea, LLP, 300 East 90th Drive, Merrillville, Indiana 46410

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