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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2013 018539

2013 MAR 13 AM 9:14

MICHAEL B. BROWN
RECORDER

RECORDATION REQUESTED BY:

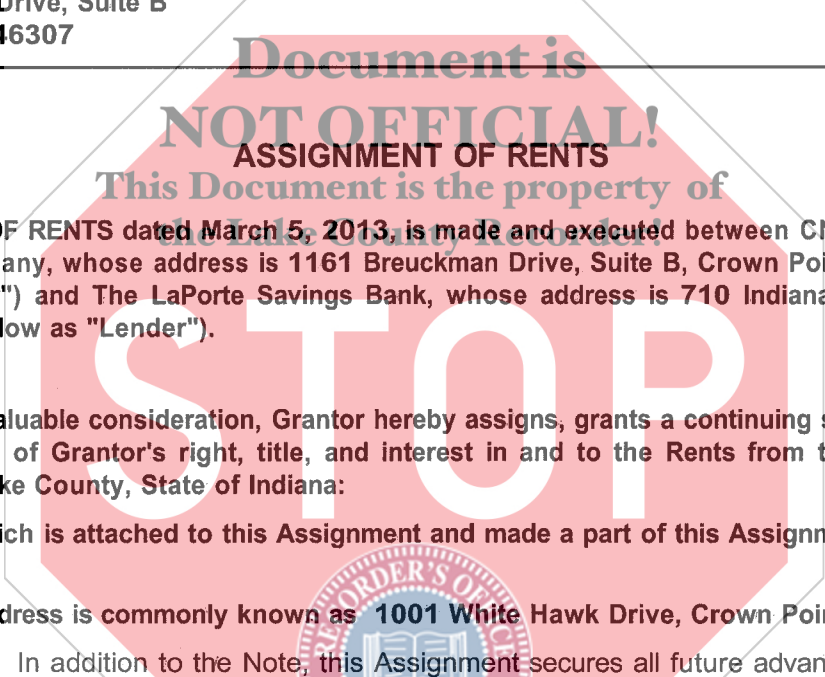
The LaPorte Savings Bank
Main Office
710 Indiana Avenue
La Porte, IN 46350

WHEN RECORDED MAIL TO:

The LaPorte Savings Bank
Main Office
710 Indiana Avenue
La Porte, IN 46350

SEND TAX NOTICES TO:

CND Management LLC
1161 Breuckman Drive, Suite B
Crown Point, IN 46307



THIS ASSIGNMENT OF RENTS dated March 5, 2013, is made and executed between CND Management LLC, a Limited Liability Company, whose address is 1161 Breuckman Drive, Suite B, Crown Point, IN 46307 (referred to below as "Grantor") and The LaPorte Savings Bank, whose address is 710 Indiana Avenue, La Porte, IN 46350 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Lake County, State of Indiana:

See Exhibit A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 1001 White Hawk Drive, Crown Point, IN 46307.

FUTURE ADVANCES. In addition to the Note, this Assignment secures all future advances made by Lender to Grantor whether or not the advances are made pursuant to a commitment. Specifically, without limitation, this Assignment secures, in addition to the amounts specified in the Note, all future obligations and advances which Lender may make to Grantor, together with all interest thereon, whether such future obligations and advances arise under the Note, this Assignment or otherwise; however, in no event shall such future advances (excluding interest) outstanding at any time exceed in the aggregate \$3,135,000.00. This Assignment also secures all modifications, extensions and renewals of the Note, the Assignment, or any other amounts expended by Lender on Grantor's behalf as provided for in this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

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FN
CW

FIDELITY NATIONAL
TITLE COMPANY®

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Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Indiana and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and

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remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Default in Favor of Third Parties. Any guarantor or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of any guarantor's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor or any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after Lender sends written notice to Grantor demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) if the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Lender may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

Collect Rents. Lender shall have the right, without notice to Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may

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exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

FACSIMILE SIGNATURE. This document may be executed and delivered in facsimile form and the facsimile signature of a Borrower shall bind such Borrower to the document as though the document was delivered containing such Borrower's original signature. If a Borrower delivers this document with a facsimile signature such Borrower agrees to provide the Bank with a copy of the document containing an original (as opposed to facsimile) signature. The Borrower agrees that the various counterparts shall constitute one Agreement.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Assignment:

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Caption Headings. Caption headings in this Assignment are for convenience purposes only and are not to be used to interpret or define the provisions of this Assignment.

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Indiana.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of La Porte County, State of Indiana.

Merger. There shall be no merger of the interest or estate created by this assignment with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent

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may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Assignment.

Waive Jury. All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

Waiver of Right of Redemption. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means CND Management LLC.

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Assignment in the default section of this Assignment.

Grantor. The word "Grantor" means CND Management LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, including, but not limited to, attorneys' fees, costs of collection and costs of foreclosure, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes the future advances set forth in the Future Advances provision of this Assignment, together with all interest thereon.

Lender. The word "Lender" means The LaPorte Savings Bank, its successors and assigns.

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Note. The word "Note" means the promissory note dated March 5, 2013, in the original principal amount of \$3,135,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT, AND NOT PERSONALLY BUT AS AN AUTHORIZED SIGNER, HAS CAUSED THIS ASSIGNMENT TO BE SIGNED AND EXECUTED ON BEHALF OF GRANTOR ON MARCH 5, 2013.

GRANTOR:

CND MANAGEMENT LLC

By: [Signature]
Marvin W. Crook, Member of CND Management LLC

By: [Signature]
Theresa A. Crook, Member of CND Management LLC

By: [Signature]
Scott A. Bowdish, Member of CND Management LLC

By: [Signature]
Kathleen Zenere, Manager of CND Management LLC

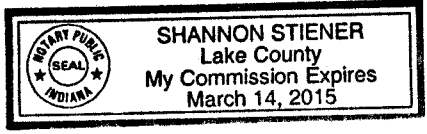


LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Indiana)
) SS
COUNTY OF Lake)

On this 5th day of March, 20 13, before me, the undersigned Notary Public, personally appeared **Marvin W. Crook, Member of CND Management LLC; Theresa A. Crook, Member of CND Management LLC; Scott A. Bowdish, Member of CND Management LLC; and Kathleen Zenere, Manager of CND Management LLC**, and known to me to be members or designated agents of the limited liability company that executed the ASSIGNMENT OF RENTS and acknowledged the Assignment to be the free and voluntary act and deed of the limited liability company, by authority of statute, its articles of organization or its operating agreement, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute this Assignment and in fact executed the Assignment on behalf of the limited liability company.

By [Signature] Residing at Lake County
Shannon Stiener
Notary Public in and for the State of Indiana My commission expires 3-14-15



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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 (Selina Modesett, Loan Processor).

This ASSIGNMENT OF RENTS was prepared by: Selina Modesett, Loan Processor



EXHIBIT "A"

Parcel 1: Part of the Northwest 1/4 of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian, in Crown Point, Lake County, Indiana, described as: Commencing at the point on the South line of said Section 5 and the Southwesterly right-of-way line of the Penn-Central Railroad; thence North 45 degrees 10 minutes 18 seconds West along said Southwesterly right-of-way line 2000 feet to the point of beginning of this described parcel; thence continuing North 45 degrees 10 minutes 18 seconds West, 186.30 feet; thence South 44 degrees 49 minutes 42 seconds West, 260 feet; thence South 45 degrees 10 minutes 18 seconds East, 186.30 feet; thence North 44 degrees 49 minutes 42 seconds West, 260 feet to the point of beginning.

Parcel 2: Part of the Northwest 1/4 of Section 5, Township 34 North, Range 8 West of the Second Principal Meridian, in Crown Point, Lake County, Indiana, described as: Beginning at a point on the South line of said Section 5 and 1258.41 feet East of the Southwest corner thereof, said point being the Southeast corner of Northgate an Addition to the City of Crown Point; thence North 11 degrees 53 minutes 43 seconds West, 126.50 feet; thence North 38 degrees 54 minutes 15 seconds West, 252.80 feet; thence North 56 degrees 28 minutes 47 seconds West, 291.30 feet; thence North 17 degrees 59 minutes 19 seconds West, 433.48 feet; thence North 61 degrees 47 minutes 06 seconds West, 358.75 feet; thence North 85 degrees 35 minutes 44 seconds West, 391.35 feet more or less to the West line of said Section 5; thence North 00 degrees 29 minutes 40 seconds West, 1172.44 feet more or less to the Southerly line of the Penn Central Railroad; thence South 45 degrees 10 minutes 18 seconds East, along said right-of-way, 1020.04 feet more or less to a point 2,186.3 feet Northwesterly of the point the South line of said Section 5; thence South 44 degrees 49 minutes 42 seconds West 260.00 feet; thence South 45 degrees 10 minutes 18 seconds East, 186.3 feet; thence South 44 degrees 49 minutes 42 seconds West 115 feet; thence South 54 degrees 36 minutes 23 seconds East 244.04 feet; thence South 22 degrees 48 minutes 54 seconds East, 504.75 feet; thence South 52 degrees 23 minutes 31 seconds East, 302.40 feet; thence South 34 degrees 24 minutes 53 seconds East 203.58 feet; thence South 15 degrees 29 minutes 32 seconds East, 46.45 feet; thence South 45 degrees 10 minutes 18 seconds East, 204.64 feet, more or less to the South line of said Section 5; thence South 89 degrees 41 minutes 43 seconds West, 220.00 feet to the point of beginning.

Parcel 3: That part of the North 1/2 of Section 31, Township 35 North Range 8 West of the Second Principal Meridian, lying Northeasterly of the Northeasterly right-of-way line of the former Penn Central Railroad and lying Northerly of Beaver Dam Ditch being more particularly described as follows: Beginning at the Northwest corner of said North 1/2 of said Section 31, Township 35 North, Range 8 West; thence South 00 degrees 45 minutes 17 seconds East along the West line of said North 1/2 of Section 31, a distance of 410.56 feet to the Northeasterly right of way line of the former Penn Central Railroad; thence South 44 degrees 21 minutes 46 seconds East along said Northeasterly right of way line a distance of 2458.52



feet to the Northwesterly corner of Silver Hawk, Phase Two, as per plat thereof, recorded in Plat Book 92 page 42, in the Office of the Recorder of Lake County, Indiana, said point also defining the center line of Beaver Dam Ditch; thence North 57 degrees 09 minutes 43 seconds East along the Northern line of said Silver Hawk, Phase 2 a distance of 738.32 feet; thence South 82 degrees 01 minutes 20 seconds East along the Northern line of Silver Hawk, Phase 2 a distance of 675.85 feet; thence South 41 degrees 00 minutes 08 seconds East along said Northern line of Silver Hawk, Phase Two, a distance of 789.25 feet; thence North 88 degrees 26 minutes 06 seconds East, along said Northern line of Silver Hawk, Phase Two, a distance of 614.78 feet; thence North 89 degrees 48 minutes 39 seconds East, along said Northern line of Silver Hawk, Phase Two, a distance of 447.77 feet; thence South 58 degrees 05 minutes 32 seconds East along the Easterly line of Silver Hawk, Phase Two a distance of 466.29 feet; thence South 25 degrees 54 minutes 18 seconds East, along said Easterly line of Silver Hawk, Phase Two a distance of 32.04 feet to the Southeast corner of said Silver Hawk, Phase Two, said corner also being the South line of the North 1/2 of said Section 31, Township 35 North, Range 8 West; thence North 89 degrees 14 minutes 49 seconds East, along said South line of the North 1/2 of Section 31, Township 35 North, Range 8 West, a distance of 25.66 feet to the East line of the North 1/2 of said Section 31; thence North 00 degrees 34 minutes 21 seconds East along said East line of the North 1/2 of said Section 31 to the Northeast corner of said North 1/2 of said Section 31; POINT OF BEGINNING, EXCEPTING THEREFROM the following described parcel: Part of the Northwest 1/4 of Section 31, Township 35 North, Range 8 West of the Second Principal Meridian, described as follows: Beginning at the Northwest corner of the Northwest 1/4 of Section 31; thence South 87 degrees 06 minutes 34 seconds East along the North line of said Northwest 1/4 of said Section 31 a distance of 640.98 feet; thence South 00 degrees 59 minutes 54 seconds West parallel to the West line of said Northwest 1/4 of Section 31 a distance of 329.40 feet; thence North 89 degrees 00 minutes 06 seconds West a distance of 640.63 feet to said West line of the Northwest 1/4 of Section 31, a distance of 350.56 feet to the Point of Beginning, in the City of Crown Point, Lake County, Indiana. ALSO EXCEPTING HEREFROM the following described parcel: A part of the North 1/2 of Section 31, Township 35 North, Range 8 West of the 2nd Principal Meridian, described as follows: Commencing at the Southeast corner of said Silver Hawk, Phase Two, said corner also being the South line of the North 1/2 of said Section 31, Township 35 North, Range 8 West; thence South 89 degrees 14 minutes 49 seconds East, along said South line of the North 1/2 of Section 31, a distance of 25.66 feet to the East line of the North 1/2 of said Section 31; thence North 00 degrees 34 minutes 21 seconds West along said East line of the North 1/2 of Section 31, a distance of 915.58 feet to the Point of Beginning; thence North 51 degrees 48 minutes 39 seconds West a distance of 1396.59 feet to a point 1089.00 feet West of said East line of the North 1/2 of Section 31; thence North 00 degrees 34 minutes 21 seconds West and parallel to said East line of the North 1/2 of Section 31, a distance of 871.78 feet to the North line of said Section 31; thence South 88 degrees 51 minutes 45 seconds East along the said North line of Section 31, a distance of 1,089.49 feet to the Northeast corner of said Section 31; thence South 00 degrees 34 minutes 21 seconds East along the East line of the North 1/2 of Section 31, a distance of 1713.65 feet to the point of beginning.

Parcel 4: Outlot C in Silver Hawk-Phase One, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 91 page 57, in the Office of the Recorder of Lake County, Indiana.

Parcel 5: Outlot A in White Hawk Country Club - Phase 3, Blocks 1 and 2, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 84 page 100, in the Office of the Recorder of Lake County, Indiana.

Parcel 6: Outlot B in White Hawk Country Club - Phase 3, Blocks 1 and 2, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 84 page 100, in the Office of the Recorder of Lake County, Indiana.

Parcel 7: Outlot D in White Hawk Country Club - Phase 3, Blocks 1 and 2, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 84 page 100, in the Office of the Recorder of Lake County, Indiana.

Parcel 8: Outlot A in White Hawk Country Club - Phase 1, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 83 page 58, in the Office of the Recorder of Lake County, Indiana, and amended by a certain "Certificate of Correction" recorded October 28, 1997 as Document No. 97073314, EXCEPTING THEREFROM that part deeded to White Hawk Home Owners Association, Inc. by Corporate Warranty Deeds recorded July 12, 2001 as Document Nos. 2001 055038, 2001 055042 and 2001 055043.

Parcel 9: Outlot B in White Hawk Country Club - Phase 1, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 83 page 58, in the Office of the Recorder of Lake County, Indiana, and amended by a certain "Certificate of Correction" recorded October 28, 1997 as Document No. 97073314, EXCEPTING THEREFROM that part deeded to White Hawk Home Owners Association, Inc. by Corporate Warranty Deed recorded July 12, 2001 as Document Nos. 2001 055039, 2001 055044, 2001 055045 and 2001 055046.

Parcel 10: Outlot A in White Hawk Country Club - Phase 4, Block 1, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 88 page 58, in the Office of the Recorder of Lake County, Indiana, EXCEPTING THEREFROM that part deeded to the White Hawk Country Club Home Owners Association by Corporate Warranty Deed recorded April 21, 2004 as Document No. 2004 032364, AND ALSO EXCEPTING THEREFROM the following described parcel of land: Part of Outlot A in White Hawk Country Club - Phase 4, Block 1, an Addition to the City of Crown Point, Indiana, as per plat thereof, recorded in Plat Book 88 page 58, in the Office of the Recorder of Lake County, Indiana more particularly described as follows: Commencing from the intersection of the North right-of-way line of White Hawk Drive and the East right-of-way line of Sonoma Court; thence South 90 degrees 00 minutes 00 seconds East along the North right-of-way line of White Hawk Drive, 189.55 feet to a point of intersection of the extension of the East line of Lot 165 in said White Hawk Country Club - Phase 4, Block 1 and said North right-of-way line of White Hawk Drive; thence North 12 degrees 08 minutes 43 seconds East, along the extension of said Lot 165 and the East line of Lot 165, 90.00 feet; thence South 90 degrees 00 minutes 00 seconds East, 73.42 feet; thence South 00 degrees 00 minutes 00 seconds East, 87.99 feet to a point on said North right-of-way line, said point being a point of curve; thence North 90 degrees 00 minutes 00 seconds West, along said North right-of-way line 92.35 feet to the point of beginning.

Parcel 11: Outlot B in White Hawk Country Club - Phase 4, Block 1, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 88 page 58, in the Office of the Recorder of Lake County, Indiana, EXCEPTING THEREFROM that part deeded to White Hawk Country Club Home Owners Association by Corporate Warranty Deed recorded April 21, 2004 as Document No. 2004 032363.

Parcel 12: Outlot C in White Hawk Country Club - Phase 4, Block 1, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 88 page 58, in the Office of the Recorder of Lake County, Indiana.

Parcel 13: Outlot A in White Hawk Country Club - Phase 4, Block 2, an Addition to the City of Crown Point as per plat thereof, recorded in Plat Book 89 page 68, in the Office of the Recorder of Lake County, Indiana, EXCEPTING THEREFROM that part deeded to the White Hawk Country Club Home Owners Association by Corporate Warranty Deeds recorded April 21, 2004 as Document Nos. 2004 032360, 2004 032362 and 2004 032365 and to Sand Ridge Bank Land Trust 13-8256 by Corporate Warranty Deed recorded April 21, 2004 as Document No. 2004 032368 and that part deeded to the City of Crown Point by Warranty Deed recorded November 30, 2007 as Document No. 2007 094578.

Parcel 14: Outlot B in White Hawk Country Club - Phase 4, Block 2, an Addition to the City of Crown Point as per plat thereof, recorded in Plat Book 89 page 68, in the Office of the Recorder of Lake County, Indiana, EXCEPTING THEREFROM that part deeded to the White Hawk Country Club Home Owners Association by Corporate Warranty Deeds recorded April 21, 2004 as Document Nos. 2004 032361 and 2004 032366 and 2004 032367.

Parcel 15: Outlot E in White Hawk Country Club - Phase 4, Block 2, an Addition to the City of Crown Point as per plat thereof, recorded in Plat Book 89 page 68, in the Office of the Recorder of Lake County, Indiana.

Parcel 16: Outlot A in White Hawk Country Club - Phase 5, Block 1, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 88 page 28, in the Office of the Recorder of Lake County, Indiana.

Parcel 17: Part of the Northeast 1/4 of Section 6, Township 34 North, Range 8 West of the Second Principal Meridian, in the City of Crown Point, Lake County, Indiana, described as follows: beginning at a point on the East line of said Northeast 1/4 and 800.23 feet North of the Southeast corner thereof; thence West, parallel with the South line thereof, 873.68 feet, more or less, to the East line of Willowdale Manor, as per plat thereof, recorded in Plat Book 31 page 14, in the Office of the Recorder of Lake County, Indiana; thence North along said East line 346.6 feet, more or less, to the Northeast corner of Willowdale Manor; thence East, parallel with the South line of said 1/4 Section, 673 feet, more or less to a point 200 feet West of the East line of said 1/4 Section; thence North parallel with said East line 200 feet, thence East 200 feet to said East line; thence South along said East line 546.6 feet, more or less to the point of beginning.

Parcel 18: Part of the Northwest Quarter of the Northwest Quarter of Section 31, Township 35

North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana, a permanent easement and right of way 50 feet wide being upon, over, through and across a portion of that certain tract of land conveyed to Hawk Development Corporation as described by Instrument recorded December 23, 1996, as Document No. 96084133 in the Office of the Recorder of Lake County, Indiana, (referred hereinafter to as the above referenced tract of land), said 50 foot wide permanent easement and right of way being situated 15 feet Northwesterly of and 35 feet Southeasterly of the herein described baseline, said baseline being more particularly described as follows: Commencing at a monument with a 3.5 inch brass plug found marking the Northwest corner of said Section 31; thence South 00 degrees 33 minutes 46 seconds East, along the West line of said Section 31, a distance of 547.68 feet to a point in the Southwesterly line of the above referenced tract of land; thence South 44 degrees 15 minutes 40 seconds East, along the said Southwesterly line, a distance of 65.34 feet to a point 70 feet Northwesterly of, at right angles to, the Northern most of two existing ANR Pipeline Company pipelines and the point of beginning of the herein described baseline; thence North 72 degrees 21 minutes 19 seconds East, along a line 70 feet Northwesterly of and parallel with the said existing pipeline, a distance of 111.85 feet to a point in the Northeasterly line of the above referenced tract of land and the point of termination of the herein described baseline, from which the North corner of the above referenced tract of land bears North 44 degrees 15 minutes 40 seconds West, a distance of 1774.15 feet, said baseline having a length of 111.85 feet or 6.78 rods.

Parcel 19: Part of the North 1/2 of Section 31, Township 35 North, Range 8 West of the Second Principal Meridian, being more particularly described as follows: Commencing at the Southeast corner of said Silver Hawk, Phase Two, said corner also being the South line of the North 1/2 of said Section 31, Township 35 North, Range 8 West; thence South 89 degrees 14 minutes 49 seconds East, along said South line of the North 1/2 Section 31, a distance of 25.66 feet to the East line of the North 1/2 of said Section 31; thence North 00 degrees 34 minutes 21 seconds West along said East line of the North 1/2 of Section 31, a distance of 915.58 feet to the POINT OF BEGINNING; thence North 51 degrees 48 minutes 39 seconds West a distance of 1396.59 feet to a point 1089.00 feet west of said East line of the North 1/2 of Section 31; thence North 00 degrees 34 minutes 21 seconds West and parallel to the said East line of the North 1/2 of Section 31, a distance of 871.78 feet to the North line of said Section 31; thence South 88 degrees 51 minutes 45 seconds East along the said North line of Section 31, a distance of 1089.49 feet to the Northeast corner of said Section 31; thence South 00 degrees 34 minutes 21 seconds East along the East line of the North 1/2 of Section 31, a distance of 1713.65 feet to the POINT OF BEGINNING in the City of Crown Point, Lake County, Indiana, EXCEPTING THEREFROM the following described parcel: The North 400 feet of the East 1089.00 feet to the Northeast 1/4 of Section 31, Township 35 North, Range 8 West of the Second Principal Meridian in Lake County, Indiana. Parcel 20: The North 400.00 feet of the East 1,089.00 feet of the Northeast 1/4 of Section 31, Township 35 North, Range 8 West of the Second Principal Meridian, in Lake County, Indiana.

PARCEL EAS 1: Easement for maintenance and operation of a Water Well and Pump made by Hawk Development Corp., and White Hawk Properties, LLC dated December 28, 2006 and recorded January 4, 2007 as Document No. 2007 000703.

PARCEL EAS 2: Easement for ingress and egress for sole purpose of golf cart, maintenance vehicle and foot traffic for the purpose of operating, and maintaining and otherwise owning the White Hawk golf course made by and between Hecimovich Development, Inc., and White Hawk County Club Corp., an Indiana Corporation dated May 24, 2006 and recorded June 27, 2006 as Document No. 2006 054945.