2022-531795 08/02/2022 02:41 PM TOTAL FEES: 25.00 BY: JAS PG #: 12 STATE OF INDIANA LAKE COUNTY FILED FOR RECORD GINA PIMENTEL RECORDER

ASSIGNMENT OF RENTS AND LEASES

This Assignment of Rents and Leases ("Assignment") is made as of June 10, 2022, by I-65 BEACON HILL PARTNERS LLC, an Indiana limited liability company ("Borrower"), whose address is 11061 Broadway, Suite A, Crown Point, Indiana 46307, to and for the benefit of CENTIER BANK, an Indiana state bank (logether with its successors and assigns, "Centier"), with offices at 600 East 84th Avenue, Merillville Indiana 46410.

Borrower states as follows:

- Borrower holds title in and to the improved real property situated in Crown Point, Lake County, Indiana, as described on Exhibit A, which is attached hereto and made a part hereof, together with all buildings, improvements, and tenements now or hereafter erected on the property, and all easements, rights, right-of-ways, driveways, pavement, curb, and street front privileges, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock appurtenant to the property (the "Land"), all improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures and personal property of every nature whatsoever now or hereafter located on, or used or intended to be used in connection with, the Land or the improvements, or in connection with any construction thereon, including all extensions, additions, improvements, betterments, renewals, substitutions and replacements to any of the foregoing and all of the right, title and interest in and to any such personal property or fixtures, together with the benefit of any deposits or payments now or hereafter made on such personal property or fixtures; for purposes hereof, "Improvements" will exclude the interests of tenants on the Premises in and to improvements which are, pursuant to written leases, the sole property of tenants on the Premises and which such tenants are permitted or obligated to remove from the Premises upon termination of their respective leases (the "Improvements"), all fixtures and articles of personal property forming a part of or used in connection with the Land or the Improvements, excluding such properties which are, pursuant to written leases, the sole property of tenants on the Premises and which such tenants are permitted or obligated to remove from the Premises upon termination of their respective leases, and all other interests of Mortgagor with respect to any fixtures and/or articles of personal property forming a part of or used in connection with the Land or the Improvements (the "Fixtures") (all of the foregoing are collectively herein referred to as the "Premises").
- B. This Assignment is granted by Borrower to secure the payment and performance of the following liabilities and obligations (collectively, the "Obligations"):
- (1) A revolving loan (the "Revolving Loan") made by Centier to Borrower, evidenced by that certain Promissory Note of even date herewith in the principal amount of \$5,000,000.00, executed by Borrower in floor of Centier, along with any and all allonges, modifications, amendments, supplements, replacements,

1N015014

and restatements thereto or thereof, whether or not contemplated hereby, with a scheduled maturity date of June 10, 2024 (collectively, the "Note");

- (2) All obligations, undertakings, and agreements of Borrower relating to the Revolving Loan as provided in the Loan Agreement executed by Centiler and Borrower of even date herewith (the "Loan Agreement)" and each of the other Loan Documents (as defined in the Loan Agreement).
- (3) The repayment of any future advances, with interest thereon, made by Centier to Borrower, provided that the maximum principal balance secured by this Assignment shall not exceed \$10,000,000;
- (4) The payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Assignment; and
- (5) The performance of the covenants and agreements of Borrower herein contained.
- C. Borrower has and hereby promises to pay the said Obligations, together with interest thereon, from the times and at the rates set forth therein, in installments or otherwise as therein provided at the office of Centier, or at such other place as may be designated in writing by the legal holder or holders thereof, the respective entire balances of principal and interest thereunder being due as provided therein.
- D. As a condition precedent to Centier extending any financial accommodation to Borrower, whether under the Note, the Loan Agreement, and/or any of the other Loan Documents, Centier has requested that Borrower execute and deliver this Assignment to Centier, and any financial accommodation made by Centier to Borrower with respect to the Note or the other Loan Documents are and will be in reliance upon this Assignment.

NOW, THEREFORE, Borrower grants and agrees as follows:

Section 1. Grant. In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, Borrower hereby assigns, transfers and sets over to Centier all right, title and interest of Borrower in, under or pursuant to any and all present or future leases or subleases, whether written or oral, or any lettings of possession of, or any agreements for the use or occupancy of, the whole or any part of the Premises, which Borrower may have heretofror received an assignment of, made or agreed to make, or may hereafter receive an assignment of, made or agreed to be Centier under the powers hereinafter granted, including all amendments and supplements to and renewals thereof at any time made (collectively, the "Leases") relating to the Premises including, without limiting the generality of the foregoing, all right, title and interest of Borrower in and to all the rents (whether fixed or contingent), earnings, renewal rents and all other sums due or which may hereafter become due under or by virtue of the Leases and all rights under or against guarantors of the obligations of lessees and obligors under the Leases. Any capitalized terms used in

this Assignment but not defined herein will have the same meanings ascribed to them as in the Loan Agreement.

Section 2. Collateral Security. This Assignment is made and given as collateral security for, and will secure all of the Obligations, including but not limited to the Revolving Loan and the performance of all obligations, covenants, promises and agreements contained herein and in the other Loan Documents, including but not limited to the Loan Agreement, and any and all obligations intended to be secured thereby, and the payment of all expenses and charges, legal or otherwise, paid or incurred by Centier in realizing upon or protecting the indebtedness constituting the Obligations or any security therefor, including but not limited to this Assignment.

Section 3. Grant of Power of Attorney. Borrower hereby irrevocably constitutes and appoints Centier the true and lawful attorney of Borrower with full power of substitution for Borrower and in Borrower's name, place and stead to ask, demand, collect, receive, receipt for, sue for, compound, and give acquittance for any and all sums due or to become due under any Lease, with full power to settle, adjust or compromise any claim thereunder as fully as Borrower could do, and to endorse the name of Borrower on all commercial paper given in payment or in part payment thereof, and in Centier's discretion to file any claim or take any other action or proceeding, either in Centier's aname or in the name of Borrower or otherwise, which Centier may deem necessary or appropriate to protect and preserve the right, title and interest of Centier in and to such sums and the security intended to be afforded hereby.

Section 4. Warranties of Borrower. Borrower agrees and warrants to Centier that:

- (a) Borrower has the right to make this Assignment, and Borrower has not heretofore alienated, assigned, pledged or otherwise disposed of any of the rights, rens and other sums due or which may hereafter become due and which are intended to be assigned hereunder.
- (b) All currently-effective Leases (if any) either (i) have been made pursuant to written lease agreements, copies of which have been delivered to Centier, or (ii) are month-to-month and may be terminated by Borrower on not more than one month's notice.

Section 5. Complete Transfer. This Assignment includes and establishes a present, absolute and primary transfer and assignment of all rents, earnings, income, issues and profits of the Premises, but so long as no Event of Default (subject to any applicable notice requirement or cure period) exists under any of the Loan Documents and no event (subject to any applicable notice requirement or cure period) exists which by lapse of time or service of notice, or both, has or would become an Event of Default, Borrower will have the right and license to collect, use and enjoy all rents and other sums due or to become due under and by virtue of any Lease as they respectively become due, but not more than thirty (30) days in advance.

Section 6. Direct Payment to Centier. Borrower hereby irrevocably consents to and authorizes and directs that the tenant or other obligor under any Lease upon demand and notice from Centier of Centier's right to receive rents and other sums hereunder, will pay such rents and other sums to Centier without any obligation on the part of such tenant or other obligor to determine the actual existence of any default or event claimed by Centier as the basis for Centier's right to receive such rents or other sums and notwithstanding any notice from or claim of Borrower to the contrary. Borrower hereby waives any right or claim against any tenant or other obligor for any such rents and other sums paid by tenant or other obligor to Centier.

Section 7. Remedies. Without limiting any legal rights of Centier as the absolute assignee of the rents, issues and profits of the Premises, and in furtherance thereof, Borrower agrees that upon the occurrence of any Event of Default (subject to any applicable notice requirement or cure period), whether before or after amounts payable under or with respect to the Note are declared due in accordance with its terms or under the terms of any of the other Loan Documents and whether before or after satisfaction of any requirement of the lapse of time or the giving of notice or both on which acceleration after default may be conditioned, Centier may, at its option,

- (a) take actual possession of the Premises, or of any part thereof, personally or by agent or attorney, as for condition broken, and with or without force and with or without process of law, enter upon, take and maintain possession of all or any part of said Premises, together with all documents, books, records, papers and accounts relating thereto, and exclude Borrower, its agents, or servants therefrom and hold, operate, manage and control the Premises, and at the expense of Borrower, from time to time, cause to be made all necessary or proper repairs, renewals, replacements, useful alterations, additions, betterments and improvements to the Premises as may seem judicious and pay taxes, assessments and prior or proper charges on the Premises or any part thereof, and insure and reinsure the same, and lease the Premises in such parcels and for such times and on such terms as Centier may deem fit, including leases for terms expiring beyond the maturity of the indebtedness secured by the Loon Agreement, and may cancel any lease or sublease for any cause or on any ground which would entitle Borrower to cancel the same and in every such case have the right to manage and operate the said Premises and to carry on the business thereof as Centier may deem proper or
- (b) with or without taking possession of the Premises, Centier may proceed to enforce the Leases and collect all sums due or to become due thereunder and by so doing Centier will not be deemed a mortgagee in possession nor to have assumed or become responsible or liable for any obligations of Borrower arising thereunder or in respect thereof.

Section 8. Application of Amounts Collected. Any sums received by Centier under or by virtue of this Assignment will be applied to the payment of or on account of the following in such order and manner as Centier may elect:

- (a) to the payment of all proper charges and expenses, including the just and reasonable compensation for the services of Centier, its attorneys, agents, clerks, servants and others employed in connection with the operation, management and control of the Premises and the conduct of the business thereof and, if Centier will elect, to the establishment of a reserve which will be sufficient in Centier's sole judgment to indemnify it against any liability, loss or damage on account of any matter or thing done in good faith and in pursuance of the rights and powers contained herein;
- (b) to the payment of any sum secured by a lien or encumbrance upon the Premises;
- (c) to the cost of completing any improvements being constructed on or about the Premises; and/or
- (d) to the reduction of the Obligations, whether or not the same may then be due or be otherwise adequately secured.

The manner of application of such sums and the items which will be credited or paid out of same will be within the sole discretion of Centier and nothing contained herein will obligate Centier to use any such sums for a purpose other than reducing the Obligations unless Centier elects to do so. Centier will be subrogated to any lien discharged out of the rents, income and profits of the Premises.

Section 9. Further Actions of Borrower. Borrower hereby further covenants that it will, upon request of Centier, execute and deliver such further instruments and do and perform such other acts and things as Centier may reasonably deem necessary or appropriate to more effectively vest in and secure to Centier the rights and rents which are intended to be assigned to Centier hereunder. Borrower irrevocably waives any right it now or hereafter may have to offset any claim or liability owing from it to any obligor on a Lease against sums due or to become due from such obligor under a Lease.

Borrower covenants and agrees to observe and perform all of the obligations imposed on it under the Leass and not to do or permit to be done anything to impair the security thereof. Borrower further covenants and agrees that Centier will have the option to require that Borrower not execute any Lease (other than in the ordinary course of business) without the written consent of Centier and that, after Centier gives notice of the exercise of such option to Borrower, Borrower will not thereafter execute any Lease without the written consent of Centier (which consent will not be unreasonably withheld). Borrower further covenants and agrees not to further assign or encumber its rights under the Leases to its rights to the rents or other sums due or to become due thereunder and not suffer or permit any of the Leases to be subordinated to any other liens or encumbrances whatsoever, any such subordination to be null and void unless done with the written consent of Centier. Borrower further covenants and agrees that it will, at the request of Centier, submit the executed originals of all Leases to Centier.

Section 10. Construction of Assignment. The acceptance by Centier of this Assignment, with all of the rights, powers, privileges and authority so created, will not, prior to entry upon and taking of actual physical

possession of the Premises by Centier, be deemed or construed to constitute Centier a mortgagee in possession nor impose any obligation whatsoever upon Centier, it being understood and agreed that Centier does not hereby undertake to perform or discharge any obligation or liability of the landlord under any Leases or under or by reason of this Assignment. Centier will have no liability to Borrower or anyone for any action taken or omitted to be taken by it hereunder, exceept for its willful misconduct. Should Centier incur any liability, less or damage under or by reason of this Assignment or for any action taken by Centier hereunder, exceepting Centier's willful misconduct, or in defense against any claim or demand whatsoever which may be asserted against Centier arising out of any Lease, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate applicable to the Note at the time of occurrence (or if the Note has been paid in full at the time of occurrence, then at the rate applicable to the Note at the time of such payment in full), will be secured by this Assignment and by the Loan Agreement, and Borrower will reimburse Centier therefore immediately upon demand, Borrower's obligation to so nay will survive payment of the Obligations and the release of this Assignment.

Section 11. Cumulative Rights. The rights and remedies of Centier hereunder are cumulative and are not secondary to or in lieu of, but are in addition to any rights or remedies which Centier will have under the Note, the Loan Agreement or any of the other Loan Documents, or under applicable law, and the exercise by Centier of any rights and remedies herein contained will not be deemed a waiver of any other rights or remedies of Centier, whether arising under the Loan Agreement or otherwise, each and all of which may be exercised whenever Centicri deems it in its interest to do so. The rights and remedies of Centier may be exercised from time to time and as often as such exercise is deemed expedient and the failure of Centier to enforce any of the terms, provisions and conditions of this Assignment for any period of time, at any time or times, will not be construed or deemed to be a waiver of any rights under the terms hereof.

The right of Centier to collect and receive the rents assigned hereunder or to exercise any of the rights or powers herein granted to Centier will, to the extent not prohibited by law, extend also to the period from and after the filing of any suit to foreclose the lien of the Mortgage, including any period allowed by law for the redemption of the Premises.

Section 12. Miscellaneous Provisions. This Assignment will be assignable by Centier and all of the terms and provisions hereof will be binding upon and inure to the benefit of the respective legal representatives, successors and assigns of each of the parties hereto. All provisions hereof are severable and if any provisions hereof will be invalid or unenforceable, the validity and enforceability of the remaining provisions hereof will in no way be affected thereby.

The captions and headings of the sections of this Assignment are for convenience only and will be disregarded in construing this Assignment. Any reference in this Agreement to an "Exhibit" or a "Section" or an "Article" will, unless otherwise explicitly provided, be construed as referring, respectively, to an Exhibit attached to this Assignment or to a Section or an Article of this Assignment.

Borrower expressly acknowledges and agrees that this Assignment was negotiated, executed and delivered in Lake County, Indiana, and that the laws of the State of Indiana will govern and control this Assignment and all provisions hereof.

Section 13. Notices. All notices required under this Assignment will be in writing and will be transmitted in the manner and to the addresses required by the Loan Agreement, or to such other addresses as Centier and the Borrower may specify from time to time in writing.

Section 14. Governing Law. This agreement has been negotiated, executed and delivered in Lake County, Indiana. The substantive internal laws of the State of Indiana will apply for all purposes (except the creation and enforcement of liens on property and/or other collateral located in other jurisdictions), including, without limitation, actions on this Note or any other Loan Documents, whether such action is brought separately from this Agreement or before, concurrently or subsequently to the foreclosure or other exercise of any rights of Ceptier under or with respect to this Agreement.

Section 15. Jurisdiction And Venue. To the maximum extent permitted by law, except as provided in subsection 16 below. Borrower and Centier each hereby agrees that all actions or proceedings arising in connection with this Agreement will be tried and determined only in the federal court located in the Northern District of Indiana, or the state court located in Lake County, Indiana, or, at the sole option of Centier, in any other court in which Centier initiates legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy. Borrower hereby expressly and irrevocably submits to the jurisdiction of such courts for the purpose of such litigation and irrevocably agrees to be bound by any judgment rendered thereby. To the maximum extent permitted by law, Borrower hereby expressly waives any right it may have to assert the doctrine of forum non commentens or to object to venue to the extent any proceeding is brought in accordance with this section. Borrower further irrevocably consents to the service of process by certified or registered mail, postage prepaid, or by personal service at the address of Borrower stated in the Mortgage.

Section 16. Other Jurisdictions. Borrower agrees that Centier will have the right to proceed against Borrower or its property in any court in any location to enable Centier to realize on such property, or to enforce a judgment or other court order entered in favor of Centier, or to otherwise exercise and/or enforce any rights of Centier arising under or with respect to this Agreement and/or any of the other Loan brought in accordance with this provision by Centier to realize on such property, or to enforce a judgment or other court order in favor of Centier. Borrower waives any objection that it may have to the location of the court in which Centier has commenced a proceeding described in this section.

Section 17. WAIVER OF JURY TRIAL. THE BORROWER AND CENTIER, HAVING BEEN REPRESENTED BY COUNSEL, EACH KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS (A) UNDER THIS NOTE OR ANY RELATED AGREEMENT OR UNDER ANY

AMENDMENT, INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED OR WHICH MAY IN THE FUTURE BE DELIVERED IN CONNECTION WITH THIS NOTE OR (B) ARISING FROM ANY BANKING RELATIONSHIP EXISTING IN CONNECTION WITH THIS NOTE, AND AGREES THAT ANY SUCH ACTION OR PROCEEDING WILL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THE BORROWER AGREES THAT IT WILL NOT ASSERT ANY CLAIM AGAINST CENTIER ON ANY THEORY OF LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES.

CLA CONSECTION OF LAKE COUNTY PROCORDER

SIGNATURE PAGE TO ASSIGNMENT OF RENTS AND LEASES

IN WITNESS WHEREOF, Borrower has caused this Assignment of Rents and Leases to be duly signed and delivered as an instrument under seal as of the day and year first written above.

Mortgagor

I-65 Beacon Hill Partners LLC

By:
Printed Name: Dennis Caudill
Its: Manager

STATE OF INDIANA

COUNTY OF POPTP2

SS:
SS:
SS:
SS:
Poptpa

Commission Expires
SEAL
Stromatical Reprint
Specimber 797445
Sp December 29, 2025

Before me, a Notary Public in and for said County and State, personally appeared Dennis Caudill, by me known and known to be a Manager of I-65 Beacon Hill Partners LLC, an Indiana limited liability company, who, being first duly sworn, acknowledged the execution of the foregoing Assignment of Rents and Leases for and on behalf of said I-65 Beacon Hill Partners LLC, an Indiana limited liability company.

Witness my hand and Notarial Seal this 10 day of June, 2022.

Notary Public: Whach thirty Joseph Printed Name: Washington Foster County of Residence: Poster Commission Expires: 12/24/2025 Commission Number: 107/16/45

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. James P. Moloy

This instrument prepared by James P. Moloy, Attorney at Law, Bose McKinney & Evans ELP, 111 Monument Circle, Suite 2700, Indianapolis, Indiana 46204, (317) 684-5319.

9

EXHIBIT A Legal Description

Property of lake County Recorder

10

EXHIBIT "A"

PARCEL 1:

LOTS 25, 26, 27, 28, OUTLOT 2C1, OUTLOT 2C2, AND OUTLOT 2C3 IN BEACON HILL-PHASE 2C, A REPLAT OF OUTLOT A AND B IN BEACON HILL-PHASE 2B, AND AN ADDITION TO THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA, AS CONTAINED ON THE PLAT OF SUBDIVISION RECORDED IN MAP BOOK 114, PAGE 8, OF THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

PARCEL 2:

LOT B, OUTLOT A, AND OUTLOT B IN PARKWAYS OF BEACON HILL, AN ADDITION TO THE CHTY OF CROWN POINT, LAKE COUNTY, INDIANA, AS CONTAINED ON THE PLAT OF SUBDIVISION RECORDED IN MAP BOOK 112, PAGE 64, OF THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA, EXCEPTING THEREFROM THAT PART OF LOT B FALLING WITHIN THE PARKWAYS OF BEACON HILL-PHASE 2, AN ADDITION TO THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA, AS CONTAINED ON THE PLAT OF SUBDIVISION RECORDED IN MAP BOOK 115, PAGE 74 AS DOCUMENT NO. 2022-016885.

PARCEL 3:

LOTS 2 AND 4 IN PARKWAYS OF BEACON HILL - FIRST RESUBDIVISION, AN ADDITION TO THE CITY OF CROWN FOINT, LAKE COUNTY, INDIANA, AS CONTAINED ON THE PLAT OF SUBDIVISION RECORDED JULY 23, 2020 IN MAP BOOK 113, PAGE 42, OF THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

PARCEL 4:

THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE 2ND PRINCIPAL MERIDIAN, IN THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA, EXCEPT THAT PART LYING NORTH AND EAST OF THE BEAVER DAM DITCH, AND EXCEPT THAT PORTION TAKEN AND FALLING WITHIN THE PARKWAYS OF BEACON HILL-PHASE 2, AN ADDITION TO THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA, AS CONTAINED ON THE PLAT OF SUBDIVISION RECORDED IN MAP BOOK 115, PAGE 74 AS DOCUMENT NO. 2022-016885, AND EXCEPT THAT PORTION TAKEN AND FALLING WITHIN THE PARKWAYS OF BEACON HILL, AN ADDITION TO THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA AS CONTAINED ON THE PLAT OF SUBDIVISION RECORDED SEPTEMBER 5, 2019 IN MAP BOOK 112 PAGE 64 AS DOCUMENT NO. 2019 060545, AND EXCEPT THAT PORTION TAKEN AND FALLING WITHIN BEACON HILL - PHASE 2C, A REPLAT OF OUTLOT A AND B IN BEACON HILL - PHASE 2B AND AN ADDITION TO THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA RECORDED MARCH 16, 2021 IN MAP BOOK 114, PAGE 08 AS DOCUMENT NO. 2021-023338.

PARCEL 5:

PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 34 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, LAKE COUNTY, NDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 17 IN BEACON HILL- PHASE TWO, AS SHOWN IN PLAT BOOK 105, PAGE 77 IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA AS DOCUMENT NUMBER 2012-043864, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST (BASIS OF BEARINGS IS PER SAID BEACON HILL - PHASE TWO PLAT), 838.30 FEET TO THE NORTH LINE OF SAID WEST HALF; THENCE NORTH 89 DEGREES 37 MINUTES 25 SECONDS EAST, 961 .40 FEET TO THE NORTHEAST CORNER OF SAID WEST HALF; THENCE SOUTH 00 DEGREES 35 MINUTES 08 SECONDS EAST, 881,64 FEET ALONG THE EAST LINE OF SAID WEST HALF TO THE EAST EXTENSION OF THE NORTH LINE OF AN APPURTENANT DRAINAGE EASEMENT AS SHOWN IN BEACON HILL - PHASE ONE, AS SHOWN IN PLAT BOOK 97, PAGE 46 IN SAID RECORDER'S OFFICE AS DOCUMENT NUMBER 2005-047434; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 572.94 FEET ALONG SAID EAST EXTENSION AND SAID NORTH LINE OF SAID APPURTENANT DRAINAGE EASEMENT TO THE EAST LINE OF LOT 15 IN SAID BEACON HILL - PHASE TWO: THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 36.98 FEET ALONG LAST SAID EAST LINE TO THE NORTH LINE OF SAID LOT 15; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, 397.44 FEET ALONG THE NORTH LINES OF SAID LOTS 15 AND 17 TO THE POINT OF BEGINNING, CONTAINING 19,14 ACRES MORE OR LESS, EXCEPTING THEREFROM ALL THAT PORTION TAKEN AND FALLING WITHIN BEACON HILL - PHASE 2C, A REPLAT OF OUTLOT A AND B IN BEACON HILL - PHASE 2B, AND AN ADDITION TO THE CITY OF CROWN POINT, LAKE COUNTY, INDIANA, AS CONTAINED ON THE PLAT OF SUBDIVISION RECORDED IN MAP BOOK 114, PAGE 8 AS DOCUMENT NO. 2021-023338, OF THE RECORDER'S OFFICE OF LAKE COUNTY, INDIANA.

Property address: 310 East 109th Avenue, Crown Point, IN 46307 Tax Number: 45-16-03-300-002.000-042

Property address: 10840 Delaware Parkway, Crown Point, IN 46307 Tax Number: 45-16-03-354-004.000-042

Property address: 10890 Delaware Parkway, Crown Point, IN 46307

Tax Number: 45-16-03-354-006.000-042

Property address: Delaware Parkway, Crown Point, IN 46307 Tax Number: 45-16-03-376-001.000-042

Property address: Vacant lots in Beacon Hill phase 2C, Crown Point, IN 46307 Tax Number: 45-16-03-300-014.000-042

Property address: Outlot A in Parkways of Beacon Hill, Crown Point, IN 46307 Tax Number: 45-16-03-354-002.000-042

Property address: Outlot B in Parkways of Beacon Hill, Crown Point, IN 46307 Tax Number: 45-16-03-354-001.000-042