

DULY ENTERED FOR TAXATION  
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER

Jun 20 2024 BDD

PEGGY HOLINGA-KATONA  
LAKE COUNTY AUDITOR

Merrillville, IN

## SPECIAL WARRANTY DEED

### THIS INSTRUMENT WAS PREPARED BY:

Novare National Settlement Company  
4400 MacArthur Blvd. Suite  
801 Newport Beach, CA 92660

### Send Tax Notice To:

APEX 2024 LLC  
4124 Ameritech Drive  
South Bend IN 46628  
Attention: Mahesh Patel

### WHEN RECORDED, RETURN TO:

Novare National Settlement Company  
4400 MacArthur Blvd. Suite 801  
Newport Beach, CA 92660  
Attention: Maria Mena  
IN2309071C

STATE OF INDIANA

COUNTY OF LAKE

## SPECIAL WARRANTY DEED

THAT SHIN HOSPITALITY INC., a Minnesota limited liability company, having an address at 2401 Prior Ave. North, Roseville MN 55113 (hereinafter referred to as "**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by APEX 2024 LLC, a Indiana limited liability company, (hereinafter referred to as "**Grantee**"), whose mailing address is 4124 Ameritech Drive, South Bend, IN 46628 the receipt and sufficiency of which consideration are hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does hereby GRANT, BARGAIN, SELL and CONVEY, unto Grantee, all of the real property described on Exhibit A attached hereto and made a part hereof for all purposes (hereinafter referred to as the "**Land**") and all buildings and improvements located thereon, together with all and singular, Grantor's right, title and interest, if any, in and to adjacent streets, roads, alleys, rights-of-way, strips and gores, easements, rights of ingress and egress, tenements, hereditaments and appurtenances on the Land or in anywise appertaining thereto (the foregoing, together with the Land, being hereinafter collectively referred to as the "**Property**").

This conveyance is made and accepted subject to the matters set forth on Exhibit B attached hereto and made a part hereof for all purposes, to the extent, and only to the extent, that such matters are now in force, valid, and affect title to the Property (but reference to same shall not operate to re-impose same), and further subject to all standby fees, ad valorem taxes and assessments for the current year and subsequent years, the payment of which Grantee assumes (hereinafter referred to as the "**Permitted Exceptions**").

This Special Warranty Deed is being executed and delivered by Grantor pursuant to that certain Agreement of Purchase and Sale dated as of April 30, 2024 (as amended, modified and/or supplemented from time to time, the "**Purchase Agreement**") among Grantor, as Seller, and Grantee, as Buyer. Recourse against Grantor with respect to the representations, warranties

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and covenants of Grantor hereunder are subject to the provisions and limitations set forth in the Purchase Agreement.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, subject to the Permitted Exceptions, unto Grantee, its legal representatives, successors and assigns, forever; and Grantor does hereby bind itself and its legal representatives, successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee, its legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through or under Grantor, but not otherwise, and subject to the Permitted Exceptions.

This Special Warranty Deed is executed on the date set forth in the acknowledgment below, but is made effective as of June 17, 2024 (the "Effective Date").

*[Signature Page on Next Page]*

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IN WITNESS WHEREOF, Grantor has executed and delivered this Deed to be effective as of the Effective Date.

"GRANTOR"

SHIN HOSPITALITY INC.,  
a Minnesota Liability Company

By: 

Name: Percy Pooniwal

Title: President

STATE OF TEXAS

COUNTY OF DALLAS

I, the undersigned authority, a Notary Public in and for said County, in said State, hereby certify that Percy Pooniwal, of **SHIN HOSPITALITY INC.**, a Minnesota limited liability company, who is known to me, acknowledged before me, on this day that, being informed of the contents of said conveyance, he, as such officer and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal this 19 day of April 2024

Notary Public 

My Commission Expires: 01/31/2029

This instrument was prepared by:  
Novare National Settlement Company  
4400 MacArthur Blvd. Suite 801  
Newport Beach, CA 92660



[Signature Page to Special Warranty Deed]

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## Exhibit A to Deed

### DESCRIPTION OF LAND

Part of the East Half of the Southeast Quarter of Section 22, Township 35 North, Range 8 West of the 2nd P.M. lying South of the Southerly line of the 1-65 Exit Ramp, Lake County, Indiana, described as beginning at a point on said Southerly line 1029.00 feet West of the East line of said Section 22 (measured perpendicular); thence South and parallel with said East line, 395.88 feet; thence South 63 degrees 58 minutes 17 seconds East 87.78 feet, thence Southerly along a circular curve which is convex to the West whose radius=180.00 feet, tangent= 41.57 feet, deflection angle=26 degrees 00 minutes 20 seconds, a distance of 81.69 feet along said curve; thence South 00 degrees 01 minute 23 seconds West, 12.33 feet; thence North 89 degrees 58 minutes 37 seconds West, 350.81 feet to a point lying 15.10 feet East of the West line of said East Half (measured perpendicular); thence North 00 degrees 01 minutes 23 seconds East and parallel with said West line, 409.95 feet to said Southerly line; thence Easterly along said Southerly line along a circular curve which is convex to the North whose radius=722.27 feet, tangent = 159.49 feet, deflection angle =24 degrees 54 minutes 14 seconds, a distance of 313.94 feet along said curve to the point of beginning, being a part of Parcel 1, Westlake Plaza, as shown in Plat Book 47, Page 77, in Lake County, Indiana, and as amended in Certificate of Correction recorded August 10, 1977, as Document Nos. 422236 and 422237, and in Certificate of Correction recorded August 29, 1977, as Document No. 425494, except that part described as follows:

Part of the East Half of the Southeast Quarter Section 22, Township 35 North, Range 8 West of the 2nd Principal Meridian, lying south of the 1-65 Exit Ramp, Lake County, Indiana, and being more particularly described as follows: Beginning at a point on the Southerly right-of-way of 1-65 and 1029.00 feet West of the East line of Section 22 (measured perpendicularly); thence Southwesterly along a curve to the left being the Southerly right-of-way line of the 1-65 Exit Ramp a distance of 161.36 feet, having a radius of 722.27 feet and a delta angle of 12 degrees 48 minutes 02 seconds with a chord bearing South 74 degrees 16 minutes 12 seconds West and a length of 161.03 feet; thence South a distance of 301.84 feet; thence East a distance of 91.50 feet; thence South a distance of 32.50 feet; thence East a distance of 63.50 feet to a point on the common boundary of the Lucky Steer Steak House and the La Quinta Motor Inn tract; thence North a distance of 378.00 feet along the said common boundary to the point of beginning, being a part of Parcel 1 in West Lake Plaza, as per plat thereof recorded in Plat Book 47, page 77, in the Office of the Recorder of Lake County, Indiana, and as amended by Certificates of Correction recorded August 10, 1977, as document Nos. 422236 and 422237 and Certificate of Correction recorded August 29, 1977, as Document No. 425494.

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## Exhibit B to Deed

### PERMITTED EXCEPTIONS

Part A: (i) all oil, gas and other minerals previously reserved or conveyed of record, (ii) zoning laws and regulations and ordinances of municipal and other governmental authorities affecting the Property, (iii) all covenants, conditions, restrictions, easements, riparian rights and rights of way affecting the Property, (iv) any and all matters which would be disclosed by a current and accurate survey of the Property, and (v) all matters of record affecting the Property as of the date hereof.

Part B:

1. State, county and local taxes and assessments for the year 2021 and subsequent years, a lien not yet due and payable.
2. 20 foot drainage easement affecting the West 20 feet of the land as indicated on Plat of Dedication of Westlake Plaza, recorded July 13, 1977, in Plat book 47 page 77.
3. Terms and provisions of a Sign Easement Agreement dated June 7, 1990, and recorded June 29, 1990 as Document No. 109457, made by and between L.A. Joint Venture #800, a Texas joint venture, composed of La Quinta Motor Inns, Inc., a Texas corporation and The Prudential Insurance Company of America, a New Jersey corporation, and The Great Western, Inc., an Indiana corporation.
4. Terms and provisions of a Common-Access and Cross-Parking Easement Agreement dated June 7, 1990 and recorded June 29, 1990 as Document No. 109458, made by and between L.A. Joint Venture #800, a Texas joint venture, composed of La Quinta Motor Inns, Inc., a Texas corporation and The Prudential Insurance Company of America, a New Jersey corporation, and The Great Western, Inc., an Indiana corporation.
5. Unrecorded lease made by La Quinta Motor Inns, Inc., a Delaware corporation, to Merrillville Restaurants, Inc. dated June 30, 1977, as amended by instrument dated July 25, 1977, demising a portion of subject property for the term of 30 years, with one 5 year renewal option. Assigned to L.Q. Joint Venture #800 by an Assignment of Lease recorded April 19, 1979 as Document No. 524820 and further assigned to The Prudential Insurance Company of America by an Assignment of Lease recorded April 19, 1979 as Document No. 524822.