

Property, excluding those Parcels that are maintained by the Association (Road Parcel A and Parcel X).

The cost of repair, maintenance and upkeep of any utilities and/or stormwater piping and drainage facilities located on Road Parcel A shall be assessed as a Common Expense to all Owners, including the Owners of Parcel Q and Parcel R, unless such stormwater piping and/or drainage facilities service only one particular Parcel and are not used in common by two or more Parcels, in which case the Owner of that Parcel shall be responsible and obligated for the administration of the maintenance, repair and upkeep of said stormwater piping and/or drainage facilities. The cost of this Common Expense shall be calculated as follows: all Owners shall be responsible to pay their pro-rata share of such repair, maintenance, and upkeep costs to the Association as a Common Expense. The pro-rata share shall be calculated as follows for each Parcel: the total estimated annual costs to the Association for the repair, maintenance and upkeep of any drainage facilities and/or utilities located on Road Parcel A divided by nineteen (19), the total number of Parcels located within the Covered Property, excluding those Parcels that are maintained by the Association (Road Parcel A and Parcel X).

7.1.2. Parcel X. The Association shall administer the repair, maintenance, and upkeep of Parcel X including: (a) the landscaped and green space areas located on Parcel X, including but not limited to grass mowing, thinning, fertilization of all grass, ground cover, shrubs and trees, removal of dead or waste material and replacement of any dead or diseased grass, ground cover, shrubs or trees, and weed abatement on said Parcel; and (b) the stormwater detention basin located therein and all related stormwater piping and drainage facilities. Each Owner shall be responsible to pay their pro-rata share of such repair, maintenance, and upkeep costs to the Association as a Common Expense. The pro-rata share for each Owner shall be calculated as follows: the total estimated annual costs to the Association for the repair, maintenance and upkeep of Parcel X divided by nineteen (19), the total number of Parcels located within the Covered Property, excluding those Parcels that are maintained by the Association (Road Parcel A and Parcel X).

7.1.3 Common Signage. The Association shall administer the maintenance, repair and upkeep of any common signage and related facilities, including main entrance identification signs, directional, informational, and traffic related signs (if not otherwise maintained by any governmental agency), but excluding any Owner-related signage. "Owner-related signage" includes building or tenant identification signage attached to or inside a Building or installed on windows or doors, building or tenant monument or pylon signage located entirely within a Parcel and not used in common by any other Owner, and designated or reserved parking signage painted on pavement or installed on poles. The Association hereby reserves an easement for sign purposes for the benefit of the Association and all Owners over and upon Road Parcel A for the placement, operation, maintenance and repair of Common monument or pylon signage. Each Owner's pro-rata share of the maintenance, repair and upkeep costs of common signage shall be determined as follows per Parcel: the total estimated annual costs to the Association for the repair, maintenance and upkeep of said common signage divided

by nineteen (19), the total number of Parcels located with the Covered Property, excluding those Parcels that are maintained by the Association (Road Parcel A and Parcel X).

7.1.4. Utilities. The Association shall administer the repair, maintenance and upkeep of all utility lines located in the Easement Areas which serve the Covered Property (unless otherwise maintained by the County or public utility company), including without limitation water, firewater, sanitary sewer and gas lines, but excepting electrical lines, fiber optics, telephone, cable television, and other communications lines which shall be the sole responsibility of each Owner. Each Owner shall be responsible for the utility lateral lines used only by that Owner's Parcel. Each Owner's pro-rata share shall be the total costs for the repair, maintenance and upkeep of said utilities multiplied by one-nineteenth (1/19th).

7.2 Repair and Maintenance by Owner. Except as otherwise provided in this Declaration, the Owner of a Parcel shall be responsible for the repair, replacement and maintenance of its Parcel and the Building and other Improvements constructed thereon, including the utility lines from the point of connection in the public utility easement or the public street to the Building located on each Parcel.

7.3 Right of Association to Maintain and Install. In the event that an Owner fails to accomplish any maintenance or repair required by this Declaration, the Association or its agents may, but shall not be obligated to, enter the applicable Parcel and cause such maintenance and/or repair to be accomplished.

7.3.1 Upon a finding by the Association of a deficiency in the maintenance or repair of a Parcel, the Association shall give notice of deficiency to the Owner which shall briefly describe the deficiency and if the deficiency is not cured within the deadline imposed by the Association's deficiency notice, the Board or a committee of the Board may cause such maintenance and/or repair to be accomplished. The Declarant hereby reserves an easement for the benefit of the Association to enter any Parcel in violation of this section to perform such maintenance and/or repair.

7.3.2 All costs and expenses, including attorney fees and court costs, incurred by the Association for such maintenance and/or repair shall be a Special Assessment against the affected Owner and Parcel.

7.3.3 No structure, planting or other material shall be placed or permitted to remain, or other activities undertaken on any Parcel within the Covered Property which might create erosion or sliding problems, or interfere with established drainage systems or facilities.

7.4 Maintenance of Public and Private Utilities. Nothing contained herein shall require or obligate the Association to maintain, replace or restore the utilities which are located within the Common Areas on the Covered Property which are under the jurisdiction of public utility companies. However, the Association shall take such steps as are necessary or convenient, in the Association's reasonable opinion, to ensure that such facilities which serve the entire Covered Property are properly maintained, replaced or restored by such public utility companies. Each Owner shall be responsible for the maintenance, repair or replacement of the utility lines and facilities which exclusively serve each Building on the Owner's Parcel.

Article 8
INSURANCE

8.1 Owner Public Liability Insurance. Each Owner of a Parcel, in addition to the other insurance set forth herein, shall purchase and maintain a comprehensive policy of public liability insurance, naming the Association as an Additional Named Insured (and the Declarant during the Declarant Control Period), covering the Parcel and any part of the Common Areas lying within the boundaries of the Parcel with a limit of not less than Two Million Dollars (\$2,000,000) for claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against all risks as are customarily covered with respect to similar developments in the area of the Covered Property.

8.2 Waiver by Owners. All insurance obtained by the Association shall be maintained by the Association for the benefit of the Association (and the Declarant during the Declarant Control Period), the Owners and their Mortgagees as their interests may appear. If applicable, to each of said policies which will not be voided or impaired thereby, the Owners hereby waive and release all claims against the Association, the Board, other Owners, the Declarant and agents and employees of each of the Association, the Board, other Owners and the Declarant, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent of insurance proceeds received in compensation for such loss only. Any insurance maintained by the Association shall be excess coverage to the insurance maintained by the Owners which shall be primary coverage.

8.3 Premiums, Proceeds and Settlement. Insurance premiums for any insurance coverage obtained by the Association and any other insurance deemed necessary by the Association shall be a Common Expense to be included in the Regular Assessments levied by the Association. The Association is hereby granted the authority to negotiate loss settlements with the appropriate insurance carriers. All Insurance Loss Settlements over \$10,000 shall require approval of the Board of Directors.

8.4 Annual Insurance Review. The Association shall annually determine whether the amounts and types of insurance it has obtained provide adequate coverage in light of increased construction costs, inflation, and customary practice in the area in which the Covered Property is located, or any other factor which tends to indicate that either additional insurance policies or increased coverage under existing policies are necessary or desirable to protect the interests of the Owners and of the Association. If the Board determines that increased coverage or additional insurance is appropriate, it shall be authorized to obtain the same.

8.5 Owner General Liability Insurance. Each Owner shall additionally maintain commercial general liability insurance covering its individual liability for damage to persons or property occurring on its Parcel or caused by its use of its Parcel as required in Section 8.1 above, naming the Association (and the Declarant during the Declarant Control Period) as an additional insured. Each Owner shall deliver to the Association certificates evidencing such insurance on an annual or renewal basis and each policy naming the Association (and the Declarant during the Declarant Control Period) as an additional insured shall have a provision giving the Association (and the Declarant during the Declarant Control Period) thirty (30) days notice of any cancellation or failure to renew said policy.

All such policies carried by the Owners shall contain waivers or subrogation of claims against the other Owners, the Association (and the Declarant during the Declarant Control Period) and the agents and employees of each of such Owners, Declarant and the Association, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent of insurance proceeds received in compensation for such loss only, and as stated above, the Association (and the Declarant during the Declarant Control Period) shall be named as an additional insured on said policy.

Article 9

DESTRUCTION OF IMPROVEMENTS

9.1 Duty of Association. In the event of partial or total destruction of any Improvements within the Covered Property, and if the Owner, in its sole discretion, chooses to repair or rebuild the Improvement, it shall be the duty of the Association to review and approve the restoration plans and repairs to insure that the Improvements are repaired or rebuilt in accordance with the terms and conditions of this Declaration. If any Improvements are destroyed which the Association has the duty to repair or maintain, the applicable Owner will insure that the proceeds of any casualty insurance maintained by the Owner pursuant to this Declaration shall be used to repair or reconstruct such Improvements promptly, subject to the prior rights of Mortgagees whose interest may be protected by said policies.

9.2 Destruction of Owner's Improvements. In the event any Improvements located on an Owner's Parcel are destroyed by any casualty, the Owner of such Parcel may either (1) proceed to rebuild such Improvements, at such Owner's sole cost; or (2) raze and remove the remaining portions of the destroyed Improvement and landscape the Parcel or portion thereof in a sightly manner. If an Owner chooses to rebuild, the Owner shall have the right to change or modify the size or type of building rebuilt so long as the new building is consistent with zoning requirements and this Declaration.

Article 10

EMINENT DOMAIN

10.1 Definition of Taking. The term "taking" as used in this Article shall mean condemnation by eminent domain, or by sale under threat thereof, of all or part of the Common Areas.

10.2 Award for Common Areas. Any awards received on account of the taking of Common Areas shall be paid to the Association. The Association may in its sole discretion retain any such award and utilize same to offset future Common Expenses. Any award granted to an Owner in connection with condemnation of that Owner's Parcel or any portion thereof not including any Common Area or portion thereof shall be paid to the Owner of that Parcel.

Article 11
USE RESTRICTIONS

11.1 Permitted Uses. All Parcels in the Covered Property shall be used for no purpose other than purposes permitted by the County's zoning ordinances (as defined in the County Zoning Code) in effect from time to time, except uses prohibited herein. No part of the Covered Property shall ever be used or caused to be used, or allowed or authorized in any way, directly or indirectly, for any residential or other non-business purpose. All business operations shall be performed and carried out in such a manner that the operations and uses do not cause or produce a nuisance to other portions of the Covered Property, such as, but not limited to, vibration, sound, electro mechanical disturbance and radiation, electro-magnetic disturbance, radiation, heat, glare, air or water pollution, dust or emission of odors, toxic or nontoxic matter.

11.2 Nuisances. No noxious or offensive trade or activity shall be carried on within any Parcel or any part of the Covered Property, or which shall in any way interfere with the quiet enjoyment of each of the Owners of their respective Parcels, or which shall in any way increase the rate of insurance for any other Parcel or any portion of the Common Areas. In this regard, all noises, sounds and vibrations shall be appropriately muffled in such a manner so as not to be objectionable as to intermittent beat, frequency, shrillness or volume. Every use shall be operated in such a manner that the noise, vibration, heat and glare inherently and recurrently generated from such use is not perceptible beyond the Parcel on which the use is located. Electrical illumination may be used to illuminate buildings, landscaping areas, signs and parking areas, provided that such devices are equipped with proper lenses concentrating the illumination upon such structures and areas preventing any bright or direct illumination upon adjacent Parcels or upon any street, whether public or private, and provided further that any such illumination shall first be approved by the Association. A "nuisance" shall include, without limitation, any of the following conditions:

11.2.1 emission of dust, sweepings, dirt, or cinders into the atmosphere, or discharges of liquid, solid wastes, or other harmful matter into any body of water if such emission or discharge may adversely affect the use or intended use of any Parcel or may adversely affect the health, safety, or comfort of persons in the vicinity, or discharge of waste or any substance or material of any kind into any public or privately maintained sewer servicing the Covered Property, or any part thereof, in violation of any law, rule, or regulation of any public body having jurisdiction thereof;

11.2.2 escape or discharge of fumes, odors, gases, vapors, acids, or other substances into the atmosphere if such escape or discharge may be detrimental to the health, safety, or welfare of persons, may interfere with the comfort or health of persons within the vicinity, or may be harmful to property or vegetation; and

11.2.3 the perception, at any point outside the boundaries of a Parcel, of any noise, vibration, heat or glare from any activity, machine, device or combination thereof located on such Parcel that unreasonably interferes with the use or enjoyment of any other Parcel.

11.3 Sign Criteria. All signage in the Covered Property shall be in compliance with all applicable laws, codes, and ordinances and as approved by local governmental authorities. No owner of any Parcel within the Covered Property shall do, cause or permit any act which interferes with the visibility of any sign on any Parcel or within the Covered Property.

11.4 Temporary Structures. No structure of a temporary character, trailer, trailer home, motor home, tent, shack, barn, shed, lean-to, or other out-building shall be placed or used on any portion of the Covered Property at any time, either temporarily or permanently, unless approved by the Association and any regulatory authorities having jurisdiction; provided, however, temporary construction trailers shall be permitted during periods of construction activity on any Parcel.

11.5 Unightly Items. All weeds, rubbish, debris, or unsightly material or objects of any kind shall be regularly removed from the Parcels and shall not be allowed to accumulate thereon. All trash containers shall be used and stored only in the trash container areas. All other refuse containers, woodpiles, storage areas, machinery and equipment, and outside storage of any kind shall be prohibited upon any Parcel and upon the Covered Property, except in accordance with rules adopted by the Association.

11.6 Antennae and Other Roof Structure. All antennae and other roof structures shall be constructed and operated in compliance with all applicable laws, ordinances, and regulations, and the Association Rules and Regulations as promulgated from time to time.

11.7 Window Covers. No window shall be covered (either from the outside or the inside) with aluminum foil, newspapers or other material not designed for use as a window cover.

11.8 Drainage. There shall be no interference with the established drainage pattern and system over any portion of the Covered Property unless adequate provision is made for proper drainage and is approved by the Association. For the purposes hereof an "established drainage pattern and system" is defined as the drainage which exists at the time the overall grading of the Covered Property is completed or that which is shown on any plans approved by the Association, and includes, but is not necessarily limited to, underground drain pipes and patterns of drainage over the Covered Property from and to adjoining properties and improvements.

11.9 Subdivision. No Owner of a Parcel shall subdivide a Parcel without the express written approval of the Association.

11.10 Toxins and Radioactive Materials. The storage, handling and disposal of toxic and radioactive materials shall not be permitted within the Covered Property, except the storage, handling and disposal of minute quantities of such materials in connection with a permitted use and only then if any applicable governmental entity shall give its prior written approval to the storage, handling and disposal of such materials.

11.11 Emissions. No use shall be permitted on any Parcel which:

11.11.1 Discharges liquid or solid wastes or other environmentally harmful matter into the atmosphere or any stream, river, canal, flood control channel or other body of water, which may adversely affect (i) the health or safety of persons; or (ii) the use or enjoyment of the Covered Property or any Parcel therein; or (iii) vegetation within the Covered Property.

11.11.2 Discharges waste or any substance or materials of any kind into any public sewer serving the Covered Property or any part thereof in violation of any regulations of any public body having jurisdiction.

11.12 Garbage and Refuse Disposal. All rubbish, trash and garbage shall be removed by each Owner at least once a week from each Owner's respective trash container area located on the Owner's Parcel, and trash and rubbish shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators and/or other equipment permitted by the Association for the storage or disposal of such materials shall be kept in a clean and sanitary condition. To the extent an Owner has any medical waste, toxic waste and/or any other substance which is either controlled by governmental regulation or may be harmful to persons, such Owner shall be responsible for the safe storage, transportation and disposing of such materials.

Article 12 EASEMENTS

12.1 Ingress, Egress and General Use Rights. Declarant hereby reserves, together with the right to grant and transfer the same to Owners, perpetual, irrevocable, nonexclusive easements over, upon and across Road Parcel A, as an access road for vehicular (including trucks and truck deliveries) ingress and egress and pedestrian ingress and egress over the pedestrian walkways adjacent to said streets, subject to such reasonable rules and regulations concerning such use and access as the Association shall promulgate from time to time. No Parcel Owner shall cause or permit any obstruction of any kind to exist in said easements that hinders or interferes with the free access, ingress and egress over the Road and between the respective Parcels within the Covered Property.

12.2 Drainage and Utilities. Easements over the Covered Property, including Parcel X and the Easement Areas, for the installation and maintenance of electric, telephone, private or public communications, cable television, water, gas, sanitary sewer lines and stormwater drainage facilities as are needed to service the Covered Property are hereby reserved by Declarant, together with the right to grant and transfer the same; provided, however, such easements shall not unreasonably interfere with the use and enjoyment by the Owners of their Parcels. Any utilities that are located on the Parcels of one or more Owners and service other Owners shall be for the benefit of all such Owners who utilize such utilities, who are hereby granted an easement for such use.

12.3 Blanket Easements for Benefit of the Association. There is hereby reserved to the Association perpetual and irrevocable easements over the Covered Property and the Parcels for the purpose of permitting the Association to discharge its obligations as described in this Declaration.

12.4 Reciprocal Easements. Reciprocal Easements are established on, over, across and under the Covered Property as follows:

12.4.1 The Parcels are or will be served by various storm sewer line(s), domestic water line(s), firewater line(s), sanitary sewer line(s), telephone line(s), cable television line(s), natural gas line(s), electrical line(s), data transmission line(s), and other public utility lines which are or will be located over portions of the said Parcels, subject to the approval of the County. Declarant hereby reserves a perpetual, irrevocable, nonexclusive reciprocal easement between each Parcel and every other Parcel for such utility lines and to excavate, repair, replace, and maintain such lines.

12.5 Sign Easement. The Declarant hereby establishes, grants and creates an easement for the construction, maintenance, repair and replacement of a common sign over and upon Road Parcel A as more fully delineated on the Plan for the benefit of the Declarant, the Association and all Parcel Owners using the sign.

12.6 No Barriers. No permanent structure or permanent physical barrier may be placed within the Easement Areas designated herein. All Parcel Owners shall cooperate regarding the use of Easement Areas so as to allow for repair, maintenance and access for the benefit of all Owners.

12.7 Each Owner shall be liable for all damage to the Easement Areas caused by the Owner or Owner's Occupants.

12.8 Except as otherwise stated herein, each Owner shall pay all costs related to repair, replacement and maintenance of all improvements located on each Owner's respective Parcel, unless such repair, replacement or maintenance has been specifically delegated to the Association.

Article 13 RIGHTS OF LENDERS

13.1 Relationship with Assessment Liens. The lien provided for in Article 4 hereof, entitled "Nonpayment of Assessments," for the payment of Assessments shall be subordinate to the lien of any Mortgage which was recorded prior to the date that the Association recorded its Notice of Lien. Nothing in this Section shall be construed to release any Owner from its obligations to pay for any assessment levied pursuant to this Declaration.

13.2 Mortgagees Furnishing Information. Mortgagees are hereby authorized to furnish information to the Association concerning the status of any Mortgage.

Article 14
GENERAL PROVISIONS

14.1 Enforcement. The Association, or any Owner, shall have the right to enforce by proceedings at law or in equity, all restrictions, conditions, covenants and easements, now or hereafter imposed by the provisions of this Declaration or any amendment hereto, including the right to prevent the violation of any such restrictions, conditions, covenants, or reservations and the right to recover damages or other dues for such violation. With assessment liens or any other liens or charges and Association Rules, the Association shall have the exclusive right to the enforcement thereof.

14.2 No Waiver. Failure by the Association or by any Owner to enforce any covenant, condition, restriction or easement herein contained in any certain instance or on any particular occasion shall not be deemed a waiver of such right on any future breach of the same or any other covenant, condition or restriction.

14.3 Cumulative Remedies. All rights, options and remedies of Declarant, the Association, the Owners or Mortgagees under this Declaration are cumulative, and not one of them shall be exclusive of any other, and Declarant, the Association, the Owners and the Mortgagees shall have the right to pursue anyone or all of such rights, options and remedies or any other remedy or relief which may be provided by law or equity, whether or not stated in this Declaration.

14.4 Severability. Invalidation of anyone or a portion of these covenants, conditions, restrictions or easements by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

14.5 Covenants to Run with the Land: Term. The covenants, conditions restrictions and easements of this Declaration, which include, but are not limited to the obligations of the Association set forth herein, shall run with and bind the Covered Property and shall inure to the benefit of and be enforceable by the Association or any Owner, their respective legal representatives, heirs, successors and assigns.

14.6 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction.

14.7 Singular Includes Plural. Whenever the context of this Declaration requires same, the singular shall include the plural and the masculine shall include the feminine and the neuter.

14.8 Nuisance. The result of every act or omission, whereby any provision condition, restriction, covenant, easement or reservation contained in this Declaration is violated in whole or in part, is hereby declared to be and constitutes a nuisance, and every remedy allowed by law or equity against a nuisance, either public or private, shall be applicable

against every such result, and may be exercised by the Association or any Owner. Such remedy shall be deemed cumulative and not exclusive.

14.9 Attorneys' Fees. In the event an action is instituted to enforce any of the provisions in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgment, reasonable attorneys' fees and costs of such suit.

14.10 Notices. Any notice to be given to an Owner under the provisions of this Declaration shall be in writing and may be delivered as follows:

14.10.1 Notice to an Owner shall be deemed to have been properly delivered when delivered personally or placed in the first class United States mail, postage prepaid, to the most recent address furnished by such Owner in writing to the Association for the purpose of giving notice, or if no such address shall have been furnished, then to the street address of such Owner's Parcel. Any notice so deposited in the mail within the County shall be deemed delivered forty-eight (48) hours after such deposit. In the case of co-Owners, any such notice may be delivered or sent to any one of the co-Owners on behalf of all co-Owners and shall be deemed delivery on all such co-Owners.

14.10.2 The affidavit of an officer or authorized agent of the Association declaring under penalty of perjury that a notice has been mailed to any Owner or Owners, to any Mortgagee or Mortgagees, or to all Members or all Mortgagees, to the address or addresses shown on the records of the Association, shall be deemed conclusive proof of such mailing, whether or not such notices are actually received.

14.11 Effect of Declaration. This Declaration is made for the purposes set forth in the Recitals to this Declaration, and Declarant makes no warranties or representations, express or implied, as to the binding effect or enforceability of all or any portion of this Declaration, or as to the compliance of any of these provisions with public laws, ordinances and regulations applicable thereto.

14.12 Non-liability of Officials. To the fullest extent permitted by law, neither the Board nor any Member of such Board shall be liable to any Member or the Association for any damage, loss or prejudice suffered or claimed on account of any decision, approval or disapproval of plans or specifications (whether or not defective), course of action, act, omission, error, negligence or the like made in good faith within which such Board or persons reasonably believed to be the scope of their duties.

14.13 Leases. Any agreement for the leasing or rental of a Parcel or any Building or portion thereof (a "Lease") shall provide that the terms of such Lease shall be subject in all respects to the provisions of this Declaration, the Bylaws and the Association Rules. Any Owner of a Parcel who shall lease its Building thereon shall be responsible for assuring compliance by such Owner's lessee with this Declaration, the Articles, the Bylaws and the Association Rules.

14.14 Amendments. During the Declarant Control Period, this Declaration may be amended by the Declarant without the consent of any other Owner, provided that such amendment does not materially and adversely affect the Owner's use and enjoyment of its Parcel. After the Declarant Control Period, this Declaration may be amended and such amendment shall be effective when executed by all of the Owners of Parcels and when recorded in the Official Records of the County Recorder. However, so long as Declarant is an Owner of any portion of a Parcel, this Declaration may not be amended without Declarant's approval and execution of the recorded amendment.

14.15 Compliance with Laws. Notwithstanding any other provision of the Declaration to the contrary, no provision of this Agreement shall in any manner lessen the Declarant's, the Association's and/or any Owner's obligation to comply with any applicable law, statute, regulation or ordinance of the County, State or Federal government.

IN WITNESS WHEREOF, Declarant has executed this instrument the day and year first herein above written.

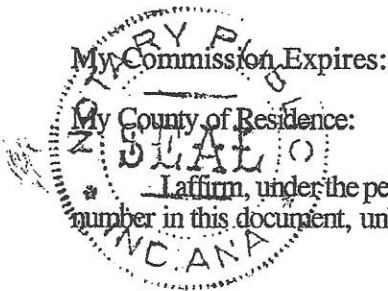
T.J.Z. Properties, LLC, an Indiana limited liability company

By: 
James G. Zimmer

STATE OF INDIANA)
) SS:
COUNTY OF PORTER)

Before me, a Notary Public in and for said county and state, personally appeared James G. Zimmer, a Member of T.J.Z. Properties, LLC, an Indiana limited liability company, and acknowledged the execution of the foregoing instrument to be his/her free and voluntary act.

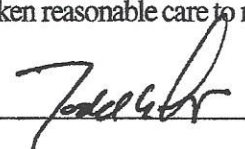
Given under my hand and notarial seal this 19th day of March, 2007.



My Commission Expires: **TODD A. LEETH**
My County of Residence: **Porter County Resident**
Commission Expires: 9/20/2008


Notary Public
Printed: _____

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.



This instrument prepared by: Todd A. Leeth, Hoepfner Wagner & Evans LLP, 103 E. Lincolnway, P.O. Box 2357, Valparaiso, Indiana 46384-2357 Telephone: (219) 464-4961

March 19, 2007 (3:32pm) HAHWETALX:T.J.Z. Properties,LLC(Zimmer)\Documents\Commercial ECR - 2007-3-19.wpd

EXHIBIT A

Parcel A: (as described in Document Number 2005-035045)

A parcel of real estate in the East Half of the Northeast Quarter of Section 33, Township 35 North, Range 5 West of the Second Principal Meridian, in Washington Township, in Porter County, Indiana, described as follows:

Commencing at the Northwest corner of said East Half, thence South 0 degrees 25 minutes 48 seconds East, along the West line of said East Half, 921.00 feet to the Southwest corner of a parcel of real estate described in Deed Record 205, page 107, in the Office of the Recorder of Porter County, Indiana, said point being the POINT OF BEGINNING; thence continuing South 0 degrees 25 minutes 48 seconds East, along said West line, 322.70 feet to the North line of a parcel described in Deed Record No. 2000-011181, said point being South 75 degrees 02 minutes 48 seconds East 1370.59 feet from a point on the West line of said Northeast Quarter that is 889.38 feet South of the Northwest corner of said Northeast Quarter; thence South 75 degrees 03 minutes 05 seconds East, along the North line of said parcel, 684.06 feet; thence South 76 degrees 50 minutes 20 seconds East 681.03 feet to a point on the East line of said Northeast Quarter being 1575.86 feet South of the Northeast corner of said Northeast Quarter; thence North 00 degrees 26 minutes 12 seconds West, along said East line, 395.60 feet to a point on said East line that is 1180.26 feet South of said Northeast corner, said point also being the Southeast corner of a parcel described in Deed Record 205, page 552; thence South 89 degrees 33 minutes 48 seconds West, at 90 degrees to said East line, and along the South line of said parcel, 250.00 feet to the Southwest corner of said parcel; thence North 00 degrees 26 minutes 12 seconds West, parallel with said East line, 268.40 feet to the Southeast corner of a parcel described in Deed Record 209, page 156; thence South 89 degrees 42 minutes 57 seconds West 471.46 feet to the Southeast corner of a parcel described in Deed Record 205, page 107; thence South 89 degrees 28 minutes 12 seconds West, along the South line of said parcel, 600.00 feet to the Southwest corner of said parcel, said point being the point of beginning.

Parcel B: (as described in Document Number 2005-035044)

A parcel of real estate in the West Half of the Northeast Quarter of Section 33, Township 35 North, Range 5 West of the Second Principal Meridian, in Washington Township, in Porter County, Indiana, described as follows:

Commencing at the Northwest corner of said West Half; thence South 0 degrees 25 minutes 15 seconds East, along the West line of said West Half, 889.38 feet, thence South 75 degrees 02 minutes 48 seconds East 600.00 feet to the POINT OF BEGINNING, said point being the Northwest corner of a parcel described in Deed Record 274, page 416, in the Office of the Recorder of Porter County, Indiana; thence South 0 degrees 25 minutes 15 seconds East, parallel with the West line of said West Half and along the West line of said parcel, 373.32 feet to the North line of a 40 foot frontage road lying North of and adjacent to the North right-of-way line of U.S. Highway No. 30, as described in Deed Record 340, page 383, thence North 75 degrees 02 minutes 48 seconds West, along the North line of said frontage road, 31.11 feet to a line that is parallel with and 30 feet West of the West line of a parcel described in Deed Record 274, page 416, said point being the Southeast corner of a parcel described in Deed Record 449, page 285; thence North 0 degrees 15 minutes 25 seconds West, along the East line of said parcel, 373.32

feet calculated (373.41 feet by Deed) to the Northeast corner of said parcel; thence North 75 degrees 02 minutes 48 seconds West, along the North line of said parcel, 269.34 feet to the Northwest corner of said parcel, being a point on a line that is parallel with and 288.83 feet East of the West line of said West Half; thence South 0 degrees 25 minutes 15 seconds West, along said parallel line and the West line of said parcel, 373.32 feet calculated (373.41 feet by Deed) to the Southwest corner of said parcel, said point being on the North line of said frontage road; thence North 75 degrees 02 minutes 48 seconds West, along said North line, 299.55 feet (298.95 feet by Deed) to a point on the West line of said West Half that is 41.49 feet North of the North right-of-way line of U.S. Highway No. 30, thence North 0 degrees 25 minutes 15 seconds West, along the West line of said West Half, 1020.70 feet to a point that 242.00 feet South of the Northwest corner of said West Half, said point being the Southwest corner of a parcel described in Deed Record 486, page 217; thence North 89 degrees 58 minutes 18 seconds East, parallel with the North line of said West Half, 325.00 feet to the Southeast corner of said parcel; thence North 0 degrees 25 minutes 15 seconds West, parallel with the West line of said West Half and along the East line of said parcel, 242.00 feet to the Northeast corner of said parcel and the North line of said West Half; thence North 89 degrees 58 minutes 18 seconds East, along said North line, 486.05 feet to the Northwest corner of a parcel described in Deed Record 458, page 454, thence South 0 degrees 25 minutes 15 seconds East, parallel with the West line of said West Half and along the West line of said parcel, 320.00 feet to the Southwest corner of said parcel; thence North 89 degrees 58 minutes 18 seconds East, parallel with said North line and the South line of said parcel and said South line extended, 480.00 feet to the Southeast corner of a parcel described in Deed Record 441, page 538; thence North 0 degrees 25 minutes 15 seconds West, along the East line of said parcel, 320.00 feet to the Northeast corner of said parcel, said point being on the North line of said West Half, thence North 89 degrees 58 minutes 18 seconds East, along said North line, 30.00 feet to the Northeast corner of said West Half; thence South 0 degrees 25 minutes 48 seconds East, along the East line of said West 1/2, 1243.70 feet to the North line of a parcel described in Deed Record No. 2000-011181; thence North 75 degrees 02 minutes 48 seconds West, along said North line 770.52 feet to the point of beginning.