

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION**

**PNC BANK, NATIONAL ASSOCIATION,  
successor to NATIONAL CITY BANK**

**Plaintiff,**

**vs.**

**GPL OUTLOTS, LP and GEORGE P.  
BROADBENT,**

**Defendants.**

**Case No. 1:09-cv-1415-TWP-TAB**

**ENTRY ON PLAINTIFF’S MOTION FOR SUMMARY JUDGMENT**

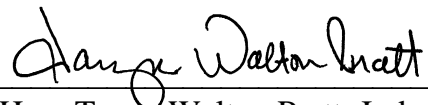
This case is the final chapter in the legal battle waged over the fallout from a \$50 Million loan agreement. Like its predecessor cases – *Fleming Island Shoppes, LP v. The Huntington National Bank*, Case No. 1:09-cv-1115-TWP-TAB and *Greenwood Place, LP v. The Huntington National Bank*, Case No. 1:09-cv-1110-TWP-TAB (the latter is hereinafter referred to as “the Greenwood case”) – this case springs from payments due under a Master Loan Agreement and a related Project Agreement. Plaintiff’s Motion for Summary Judgment is currently before the Court.

The key issues in the present case are inextricably tied to those at the center of the Greenwood case. In their Response brief, Defendants concede that “if the Court grants the Banks’ motion for summary judgment in [the Greenwood case], the Court must also grant PNC’s [Motion for Summary Judgment] in this case.” [Dkt. 56 at 2]. Indeed, the Court granted the Lenders’ Motion for Summary Judgment in the Greenwood case. The Court anchored its ruling in the fact that no “writing” complying with the Indiana Lender Liability Act supported Borrower’s claim that it was entitled to an additional \$2.4 Million loan. Given the Court’s

decision in the Greenwood case, Plaintiff is entitled to summary judgment in the present case.

Accordingly, judgment is entered in Plaintiff's favor and against Defendants, GP Outlots, LP and George P. Broadbent, in the amount of \$1,119,193.24 through March 5, 2010, plus interest accruing after March 5, 2010, and attorneys fees in the amount of \$16,000.00.

SO ORDERED: 02/02/2011



Hon. Tanya Walton Pratt, Judge  
United States District Court  
Southern District of Indiana

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