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*J. Phillip Klugeberger
2617-45th Ave
Highland Or*

OPTION TO PURCHASE OWNERSHIP INTEREST IN REAL ESTATE

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AGREEMENT made this 1st day of December, 1980, by and between GARY ST. PIERRE, of Lake County, Indiana, hereinafter referred to as "Gary", and LOWELL MEDICAL GROUP, a partnership, hereinafter referred to as "the Partnership",

W I T N E S S E T H :

WHEREAS, the Partnership is the beneficial owner of First National Bank of Crown Point Trust No. 84, of which the First National Bank of Crown Point is the Trustee; and

WHEREAS, First National Bank of Crown Point, as Trustee under First National Bank of Crown Point Trust No. 84 (hereinafter "the Trustee"), is the holder of legal title to the real estate commonly known as the Lowell Professional Complex, located at 2068 Lucas Parkway, Lowell, Indiana, the legal description of which is as follows:

Lots 11 and 12 in the Lowell Medical Addition to the Town of Lowell, as recorded in Plat Book 51, page 61, in the Office of the Recorder of Lake County, Indiana,

(hereinafter referred to as "the Real Estate"); and

WHEREAS, the Partnership desires to grant Gary, and Gary desires to obtain, an option to purchase an ownership interest in the real estate; and

WHEREAS, the beneficial and legal ownership of the Real Estate will be transferred to an entity apart from the Trustee and the Partnership during the option period.

IN CONSIDERATION of the mutual promises contained herein, and for other good and valuable consideration, receipt of which by the Partnership is hereby acknowledged, it is agreed as follows:

1. The Partnership hereby grants Gary an option to purchase an ownership interest in the real estate. This option shall commence on December 1, 1980, and shall terminate twenty-four (24) months after that date. During the option period, this option shall be irrevocable by the Partnership, and by any successor in interest of the Partnership's or the Trustee's interests in the Real Estate. The nature of the ownership interest granted by this option shall be that as determined under paragraph 3 herein.

2. The purchase price to be paid by Gary for the ownership interest hereinafter defined, shall be the sum of the following:

- a. The amount of FIVE THOUSAND EIGHT HUNDRED FIFTY AND NO/100'S (\$5,850.00) DOLLARS, plus interest on said amount at the rate of ten (10%) per cent per annum from September 15, 1979, to the date of exercise of the option. [It is acknowledged that the principal amount of FIVE THOUSAND EIGHT HUNDRED FIFTY AND NO/100'S (\$5,850.00) DOLLARS is derived after application of a credit of TWO THOUSAND FIVE HUNDRED AND NO/100'S (\$2,500.00) DOLLARS, which credit is a part of the consideration for this option]; plus

STATE OF INDIANA, S.S. NO
LAKE COUNTY
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WILLIAM DIEBISNI JR
RECORDER

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- b. The aliquot share of capital contributions assessed to and payable by, during the option period, an individual member, partner or shareholder of the entity owning the Real Estate, plus interest at the rate of ten (10%) per cent per annum on each such contribution from the date it is made to the date of exercise of the option.

3. The interest in the Real Estate to be acquired by Gary shall be that fractional interest therein which is determined by dividing the number one (1) by the total number of partners, members or shareholders of the entity owning the Real Estate at the date of exercise of the option.

4. During the option period, the Partnership or any successor in interest thereof shall promptly notify Gary of, and provide information reasonably requested by him in regard to, the following:

- a. The date and amount of any capital contribution assessed to and payable by each individual partner, member or shareholder of the entity having ownership of the Real Estate, which amount will be utilized in the computation of the purchase price described in paragraph 2;
- b. Increase or decrease in the number of partners, members or shareholders of the entity owning the Real Estate in which Gary may by exercise of this option acquire an interest;
- c. Amendment or modification of the partnership agreement presently in effect in regard to the Partnership; substitution of another governing document for the entity owning the Real Estate in which Gary may by exercise of this option acquire an interest; and amendment or modification of such subsequent governing instrument;
- d. Encumbrances of the Real Estate;
- e. Transfer of the legal or equitable ownership of the Real Estate to an entity other than the Partnership or the Trustee.

5. The purchase price, as hereinbefore defined, shall be paid by Gary upon exercise of the option. Upon exercise of the option and payment of the purchase price, Gary shall acquire the ownership interest hereinbefore defined, with all rights possessed by others having an ownership interest in the Real Estate at that time, and the entity having ownership of the Real Estate at that time and Gary shall be subject to the terms, conditions and covenants stated in a governing document of the entity having ownership of the Real Estate, as such document may be in effect at the time of exercise of the option.

6. The Partnership warrants the following to Gary:

- a. That it is presently the beneficial owner of First National Bank of Crown Point Trust No. 84;
- b. That the First National Bank of Crown Point, as Trustee under First National Bank of Crown Point Trust No. 84, is presently the holder of legal title to the Real Estate, and that the Real Estate is that portion of Exhibit "A", attached hereto, which is outlined in red ink;

- c. That there are as of the date of this agreement ten (10) partners in the Partnership, each of whom has an equal interest in the Partnership;
- d. That the Real Estate will be transferred to another entity as owner, and that Gary's interest in that entity will be as defined in paragraph 3 herein.

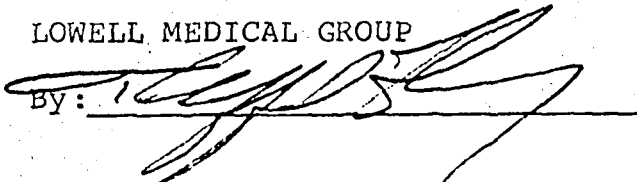
7. This option shall be exercised by Gary, by giving notice and paying the purchase price to T. Clifford Fleming, or to Y. Wongese-Sanit. The Partnership or its successor in interest shall cooperate with Gary in regard to providing information necessary to compute the purchase price payable at any given time during this option period.

8. In addition to the notices to be given by the Partnership in paragraph 4, the Partnership or its successor in interest shall promptly notify Gary of any contemplated sale or other disposition of the Partnership's or of such successor's interest in the Real Estate hereinbefore described.

9. Every person signing this agreement on behalf of the Partnership represents and warrants that he is a general partner in the Partnership, and has authority to execute this agreement on behalf of the Partnership and to bind the Partnership to the terms of this agreement.

WHEREFORE, this agreement has been executed on the day and year first above written.

LOWELL MEDICAL GROUP

BY: 



GARY ST. PIERRE

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, this 21 day of August, 1981, personally appeared Lowell Medical Group, by T. CLIFFORD FLEMING, and acknowledged the execution of the foregoing Option.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Official Seal.

My Commission Expires: 5/14/84
County of Residence: LAKE


Notary Public

STATE OF INDIANA)
)SS:
COUNTY OF LAKE)

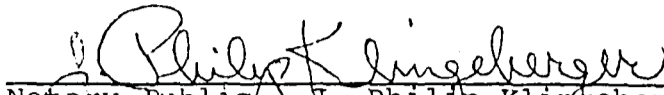
Before me, the undersigned, a Notary Public in and for said County and State, this 20th day of May, 1981,

personally appeared Gary St. Pierre, and acknowledged the execution of the foregoing Option.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Official Seal.

My Commission Expires:
5/14/84.

County of Residence:
Lake


Notary Public J. Philip Klingeberger

This Instrument Prepared By: J. Philip Klingeberger, Attorney at Law, 2617 - 45th Avenue, Highland, Indiana 46322, and by T. Clifford Fleming, Attorney at Law, 7725 Broadway, Merrillville, Indiana 46410