

**GENERAL CONTRACTOR AND PRIME TRADE CONTRACTOR AGREEMENT
(NO LIEN AGREEMENT)**

THIS AGREEMENT, made and entered into this 28th day of August 1995,

by and between: **MYLER CHURCH BUILDING SYSTEMS**

Address: 970 N. ENGLEWOOD DRIVE City: CRAWFORDSVILLE

State: IN Zip Code: 47933 Phone #: 317-362-3353

hereinafter referred to as "General Contractor", and

TONY SMITH CONSTRUCTION

Address: P.O. BOX 89 City: NEW RICHMOND

State: IN Zip Code: 47967 Phone #: 317-339-4430

hereinafter referred to as "Prime Trade Contractor",
WITNESSETH, THAT:

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NOT OFFICIAL!**

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the Lake County Recorder!
CONTRACT PRICE**

Owner agrees to pay Prime Trade Contractor for the work described the
total price of (NOT TO EXCEED \$19,700.00) DOLLARS
NOT TO EXCEED NINETEEN THOUSAND SEVEN HUNDRED

Payment of this amount is subject to additions or deductions in
accordance with provisions of this contract and of the other documents
to which this contract is subject.

DESCRIPTION OF WORK

Prime Trade Contractor shall perform the following described work, in
accordance with contract plans, specifications, and documents as prepared
by MYLER CHURCH BUILDING SYSTEMS

Project # J1292466 Per request for Dated: 8/10/94
and addendums: quotation Dated: _____
package

and hereinafter referred to as "Contract Documents", at the following
described real
estate, to-wit:

Project Name: Israel C.M.E. Church

Address: 2337 Washington Street

City: Gary State: IN Zip Code: 46407

as follows: Work shall include but not be limited to all plant, labor,
and equipment necessary for and reasonably incidental to all drywall.
This contractor will install insulation at \$15.00 per man hour. All work
shall be as per plans and specifications.

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STATE OF INDIANA
LAKE COUNTY
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SECTION TWO

If the General Contractor supplies any materials incorporated into the work, the Trade Subcontractor will be responsible for and will be charged for excessive waste. Also, if materials are installed incorrectly or unsatisfactorily by the Trade Subcontractor, the Trade Subcontractor will be responsible not only for tearing out the incorrect material and disposing of same, but will also be responsible for replacing the material at the Trade Subcontractor's own expense. This provision of the contract is not applicable if the Trade Subcontractor provides the material.

SECTION THREE
PROGRESS PAYMENTS

General Contractor shall make progress payments on account of the contract price to Trade Subcontractor, on the basis of applications for payment submitted to Myler Co. Church Building Systems, the Construction Management Agent herein, referred to as "General Contractor" by Prime Trade Subcontractor as the work progresses, in accordance with the following schedule: **PROGRESSIVE PAYMENTS IN PROPORTION TO WORK COMPLETED LESS 10% RETAINAGE.**

Progress payments may be withheld if:

- (a) Work is found defective and not reworked;
- (b) Trade Subcontractor does not make prompt and proper payments to Trade Subcontractors;
- (c) Trade Subcontractor does not make prompt and proper payments for labor, materials, or equipment furnished him;
- (d) Another Trade Subcontractor is damaged by an act for which Trade Subcontractor is responsible;
- (e) Claims or liens are filed, or attempted to be filed on the job; or
- (f) In the opinion of General Contractor, Trade Subcontractor's work is not progressing satisfactorily.

General Contractor shall make final payment to Trade Subcontractor within thirty (30) days after the work is completed, if the contract be at that time fully performed, and subject to the condition that final payment shall not be due until Trade Subcontractor has delivered to General Contractor a complete release in full covering all labor, materials, and equipment for which a lien could be filed, or in the alternative a bond satisfactory to General Contractor indemnifying him against such liens.

TRADE SUBCONTRACTOR IS HEREBY SERVED WITH NOTICE that, notwithstanding the requirement that Trade Subcontractor furnish a release of all liens arising out of the contract herein, or a sufficient bond, in lieu thereof, as hereinabove provided, no lien shall attach to the real estate, building, structure, or any other improvement of the General Contractor, and it shall be the duty, and responsibility of the Trade Subcontractor to so advise any Trade Sub-subcontractors, mechanics, journeyman, laborers, or persons performing labor upon and/or furnishing supplies, materials, or machinery for such property or improvement of the General Contractor of such stipulation and requirement of this contract.

General Contractor, by making payment, waives all claims except those arising out of:

- (a) Faulty work appearing after substantial completion has been granted;
- (b) Work that does not comply with the contract documents;
- (c) Outstanding claims of lien, or attempts of claims of lien; or
- (d) Failure of Trade Subcontractor to comply with any special guarantees required by the contract documents.

Trade Subcontractor, by accepting final payment, waives all claims except those which he had previously made in writing to the attention of the General Contractor and duly acknowledged, and which remain unsettled at the time of acceptance.

SECTION FIVE
STARTING AND COMPLETION DATES

Work shall commence promptly upon proper notification by General Contractor and shall proceed in an expeditious manner so as not to delay the completion of the project. The total project is to be completed by all parties within the time allotted on the initial construction schedule agreed to by the General Contractor and the Construction General Contractor.

Trade Subcontractor agrees to promptly begin the hereinabove described work upon receipt of proper notice by General Contractor, and Trade Subcontractor is to complete the work with no delay as required by the General Contractor.

SECTION SIX
CONTRACT DOCUMENTS

The contract documents on which the agreement between General Contractor, General Contractor, and Trade Subcontractor is based, which contain the plans and specifications in accordance with which the work is to be done, and which provide for the method of payment of the contract price are as follows:

- (a) This agreement, with supplementary agreements and conditions attached hereto (if any);
- (b) All working drawings, plans, and surveys, including all addenda attached hereto, issued before execution of this agreement, and any amendments hereafter to be made;
- (c) Specification, including all addenda attached hereto, issued before execution of this agreement, and any amendments hereafter to be made.
- (d) Written interpretations of the contract documents and directives to be made from time to time by the General Contractor or General Contractor; and
- (e) Work change orders issued or to be issued.

The contract documents together form the contract for the work herein described.

Any incongruity between documents or conflict in language, such as that cited in (c) above, shall be construed in a manner most satisfactory to this agreement and in the event of such direct conflict, the language in this agreement will supersede all other language and prevail. The parties intend that the documents include provisions for all labor, materials, equipment, supplies, and other items necessary for the execution and completion of the work, and all terms and conditions of payment. The documents also include all work and procedures not expressly indicated herein necessary for proper execution for this agreement.

Trade Subcontractor, by executing the contract documents, represents that he has inspected and is familiar with the work site and the local conditions under which the work is to be performed.

SECTION SEVEN

DESIGNATION OF General Contractor DUTIES AND AUTHORITY

The General Contractor for this overall project and specifically for this agreement, is Myler Co. Church Building Systems, having an office at 970 N. Englewood Drive, in the city of Crawfordsville, County of Montgomery, State of Indiana. Phone (317) 362-3353.

The duties and authority of the General Contractor are as follows:

(a) General Administration of Contract. The primary function of the General Contractor is

to provide the general administration of the contract. In performing these duties, he is the General Contractor's representative and agent during the entire period of construction.

(b) Inspections, Opinions, and Progress Reports. General Contractor shall keep familiar

with the progress and quality of the work by making periodic visits to the work sites. He will make general determinations as to whether the work is proceeding in accordance with the contract. He will keep the General Contractor informed of such progress, and will use his best efforts to protect the General Contractor from defects and deficiencies in the work. He will not be responsible for the means of construction, or for the sequences, methods, and procedures used therein, or for Trade Subcontractor's failure to perform the work in accordance with the contract documents. However, he shall use on a best effort basis, every means available to him to see that satisfactory performance does occur.

(c) Access to Work Site for Inspections. General Contractor shall be given free access to the work site at all times during its preparation and progress.

(d) Interpretation of Contract Documents. Decisions on disputes, General Contractor will

be the initial interpreter of the contract document requirements, and make primary decisions on claims and disputes between Trade Subcontractor and General Contractor. All of the General Contractor's decisions are subject to arbitration as provided herein.

(e) Rejection and Stoppage of Work. General Contractor shall have authority to reject work

which in his opinion does not conform to the contract documents and in this connection to stop the work or a portion thereof, when necessary.

(f) Payment Certificates. General Contractor will determine the amounts owing to Trade

Subcontractor as the work progresses, based on Trade Subcontractor's applications and General Contractor's inspections and observations, and will issue certificates for progress and final payment in accordance with the terms of the contract documents.

SECTION EIGHT
RESPONSIBILITIES OF GENERAL CONTRACTOR

General Contractor shall give all instructions to Trade Subcontractor through General Contractor, shall furnish all necessary surveys for the work and shall secure and pay for easements for permanent structures or permanent changes in existing structures or facilities on the work site, or which are necessary for its proper completion.

SECTION NINE
RESPONSIBILITIES OF TRADE SUBCONTRACTOR

Trade Subcontractor's duties and rights in connections with the agreement and project herein are as follows:

- (a) **Responsibility for the Supervision of Construction.** Trade Subcontractor shall be solely responsible for all construction under this contract, including the techniques, sequences, procedures, and means, and for coordination of all work. He shall supervise and direct the work to the best of his ability, and give all attention necessary for such proper supervision and direction.
- (b) **General Contractor's Responsibility for Trade Subcontractors** to the effect that their work shall not be impeded by his respective construction (by volunteer church labor) and shall give them access to the work site necessary to perform their contracts.
- (c) **Discipline and Employment.** Trade Subcontractor shall maintain at all times strict discipline among his employees, and he agrees not to employ for work on this project any person unfit or without sufficient skill to perform the job for which he was employed.
- (d) **Furnishing of Labor, Materials, etc.** Trade Subcontractor shall provide and pay for all labor, materials (unless specifically excluded), and equipment, including tools, construction equipment, machinery, transportation, and all other facilities and services necessary for the proper completion of work on the project in accordance with the contract documents.
- (e) **Payment of Taxes, Procurement of Licenses and Permits.** Trade Subcontractor shall pay all taxes required by law in connection with work on the project in accordance with this contract, including all sales, use, and similar taxes, and shall secure all licenses and permits necessary for proper completion of the work, paying the fees therefore.
- (f) **Compliance with Construction Laws and Regulations.** Trade Subcontractor shall comply with all laws and ordinances, and the rules and regulations, or orders of all public authorities relating to the performance of the work herein. If any of the contract documents are at variance therewith, he shall notify the General Contractor promptly on discovery of such variance.
- (g) **Responsibility for Negligence of Employees and Trade Subcontractors.** Trade Subcontractor assume full responsibility for acts, negligence, or omissions of all his employees on the project and for those of his Trade Subcontractors and their employees, and for those of all other persons doing work under a contract with him.
- (h) **Warranty of Fitness of Equipment and Materials.** Trade Subcontractor represents and warrants to General Contractor that all equipment and materials used in the work, and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the contract documents, of good quality, free of defects, and in conformity with the contract documents. It is understood between the parties hereto that all equipment and material not so in conformity are defective.

- (i) Furnishing of Samples and Shop Drawings. Trade Subcontractor agrees to furnish to the General Contractor and direct all samples and shop drawings for his consideration and approval as to conformance with the specifications of the contract documents and his concepts of design called for therein.
- (j) Clean-up. Trade Subcontractor agrees to daily keep the work premises broom clean and adjoining ways free of waste materials and rubbish caused by his work or that of his Trade Sub-subcontractors. He further agrees to remove all such waste material and rubbish daily and on termination of his phase of the project, together with all his tools, equipment, machinery, and surplus materials. He agrees, on termination of his work at the work site, to conduct general clean-up operations of those areas for which he is responsible, or in which he was working; including the cleaning of all glass surfaces, paved streets and walks, steps, and interior floors and walls.
- (k) Indemnity and Hold-Harmless Agreement. Trade Subcontractor agrees to indemnify and hold harmless General Contractor and their agents, and employees, from and against all claims, damages, losses, and expenses, including reasonable attorney's fees in case it shall be necessary to file an action, arising out of performance of the work herein, which is (1) for bodily injury, illness, or death, or for property damage, including loss of use, and (2) caused in whole or in part by the Trade Subcontractor's negligent act or omission, or that of a Trade Sub-subcontractor or that of anyone employed by them or for whose acts Trade Subcontractor or Trade Subcontractor may be liable.
- (l) Payment of Royalties and License Fees; Hold-Harmless Agreement. Trade Subcontractor agrees to pay all royalties and license fees necessary for the work, and to defend all actions and settle all claims for infringement of copyright or patent rights, and to save General Contractor harmless therein.
- (m) Safety Precautions and Program. Trade Subcontractor has the duty of providing for and overseeing all safety orders, precautions, and programs necessary to the reasonable safety of the work. In this connection, he shall take reasonable precautions for the safety of all work employees and other persons whom the work might affect, all work and materials incorporated in the project, and all property and improvements on the construction site and adjacent thereto, complying with all applicable laws, ordinances, rules, regulations, and orders.

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TIME OF ESSENCE, EXTENSION OF TIME

All times stated herein or in the contract documents are of the essence hereof. The contract times may be extended by a change order from General Contractor for such reasonable time, as he may determine, which in his opinion Trade Subcontractor is delayed in work progress by changes ordered, labor disputes, fire, prolonged transportation delays, injuries, or other causes beyond his control or which justify the delay.

SECTION ELEVEN
TRADE SUB-SUBCONTRACTORS

Trade Subcontractor agrees to furnish General Contractor, prior to the execution of this contract, a list of names of Trade Subcontractors to whom he proposes to award the principal portions of the work to be subcontracted by him. A Trade Sub-subcontractor, for the purposes of this contract, shall be a person with whom Trade Subcontractor has a direct contract for work at the project site. Trade Subcontractor agrees not to employ a Trade Sub-subcontractor to whose employment General Contractor reasonably objects, nor shall be required to hire a Trade Sub-subcontractor to whose employment he reasonably objects. All contracts between Trade Sub-contractor and Trade Sub-subcontractors shall conform to the provisions of the contract documents, and shall incorporate in them the relevant provisions of this contract.

SECTION TWELVE
ARBITRATION

All claims and disputes relating to this contract shall be subject to arbitration at the option of either General Contractor, Trade Subcontractor, or General Contractor in accordance with the Arbitration Rules of the American Arbitration Association for the construction industry, then obtaining. Written notice of demand for arbitration shall be filed with the other party to the contract and with the American Arbitration Association, within a reasonable time after the dispute has arisen, but in no event shall such period exceed seven (7) days or the claiming party shall be held in default on such claims.

SECTION THIRTEEN
INSURANCE

(a) Trade Subcontractor's Liability Insurance. Trade Subcontractor agrees to keep in force at his own expense during the entire period of construction on the project such liability insurance as will protect him from claims, under workmen's compensation and other employee benefit laws, for bodily injury and death, and for property damages, that may arise out of work under this contract, whether directly by a Trade Subcontractor. The minimum liability limits of such insurance shall not be less than the limits specified in the contract documents or by law for this type of damage claim. Such insurance shall include contractual liability insurance applicable to Trade Subcontractor's obligations under this contract. Proof of such insurance shall be filed by Trade Subcontractor with Construction General Contractor, preferably with the execution of contract and in no event later than ten (10) days after signing of contract.

Note: The General Contractor and Myler Co. Church Building Systems shall be named as "additional insured" on the Trade Subcontractor's policies.

(b) General Contractor's Liability Insurance. General Contractor agrees to maintain in force his own liability insurance during the construction of this project and reserves the right to purchase such additional insurance as in his opinion is necessary to protect him against claims arising out of the Trade Subcontractor's operation, without diminishing Trade Subcontractor's obligation to carry the insurance specified herein on his part to be carried.

(c) Property Damage Insurance on Work Site. General Contractor agrees to maintain at his expense during construction of the project, property damage insurance on the work at the site to its full insurable value, including interests of General Contractor, Construction General Contractor, Trade Subcontractor, and Trade Sub-subcontractors, against fires, vandalism, and other perils ordinarily included in extended coverage. Losses under such insurance will be adjusted with and made payable to General Contractor as trustee for the parties insured as their interests appear.

(d) Waiver of Work Site Property Damage Claims to Extent of Insurance Coverage. General Contractor and Trade Subcontractor hereby waive all claims against each other for fire damage or damages from other perils covered by insurance provided in paragraph (c) of this section. Trade Subcontractor agrees to obtain waivers of such claims by all Trade Sub-subcontractors.

SECTION FOURTEEN
CORRECTING WORK

When it appears to Trade Subcontractor or to General Contractor, or to the Project Superintendent, or to the Architect/ Engineer during the course of construction that any work does not conform to the provisions of the contract

documents, Trade Subcontractor shall make necessary corrections so that such work will so conform, and in addition will correct any defects caused by faulty materials, equipment, or workmanship from the date of issuance of a certificate of substantial completion, or within such longer periods as may be prescribed by law or as may be provided for by applicable special guarantees in the contract documents.

SECTION FIFTEEN
WORK CHANGES

General Contractor reserves the right to order work changes in the nature of additions, deletions, or modifications, without validating the contract price and time for completion. All changes will be authorized by a written change order signed by General Contractor or by General Contractor as his agent. The change order will include conforming changes in the contract and completion time.

Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a change to General Contractor shall be determined by a mutual agreement of the parties, or by arbitration, before starting the work involved in the change.

Verbal change orders resulting in changes in the contract price will not be acceptable. The Trade Subcontractor will not be paid for any work not authorized in writing by the Project Superintendent, Construction General Contractor, or the General Contractor.

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SECTION SIXTEEN
TERMINATION

(a) Trade Subcontractor's Termination. Trade Subcontractor may, on ten (10) days' notice to General Contractor, terminate this contract before the completion date hereof when for a period of thirty (30) days after a progress payment is due, through no fault of Trade Subcontractor, if the General Contractor fails to make payment. On such termination, Trade Subcontractor may recover from Owner payment for all work completed and for any loss sustained by him for materials, equipment, tools, or machinery to the extent of actual loss thereon pays loss of reasonable profit, provided he can prove such a loss and damage.

(b) General Contractors' Termination. General Contractor may, on ten (10) days' notice to Trade Subcontractor, terminate this contract before the completion date hereof, and without prejudice to any other remedy he may have, when Trade Subcontractor defaults in performance of any provision herein, or fails to carry out the construction in accordance with the provisions of the contract documents. On such termination, General Contractor may take possession of the work site and all materials, equipment, tools, and machinery thereon, and finish the work in whatever way he deems expedient. If the unpaid balance on the contract price at the time of such termination exceeds the expense of finishing the work, General Contractor will pay such excess to Trade Subcontractor. If the expense of finishing the work exceed the unpaid balance on the contract price at the time of termination, Trade Subcontractor agrees to pay the difference to General Contractor.

On such default by Trade Subcontractor, Owner may elect not to terminate the contract, and in such event he may make good the deficiency of which the default consists, and deduct the costs from the progress payment then or to become due to Trade Subcontractor.

CONSOLIDATED INVESTMENTS, INC., NOW KNOWN AS THIRTEEN HUNDRED CORPORATION, AS TO LOT 3 OF PARCEL 3;

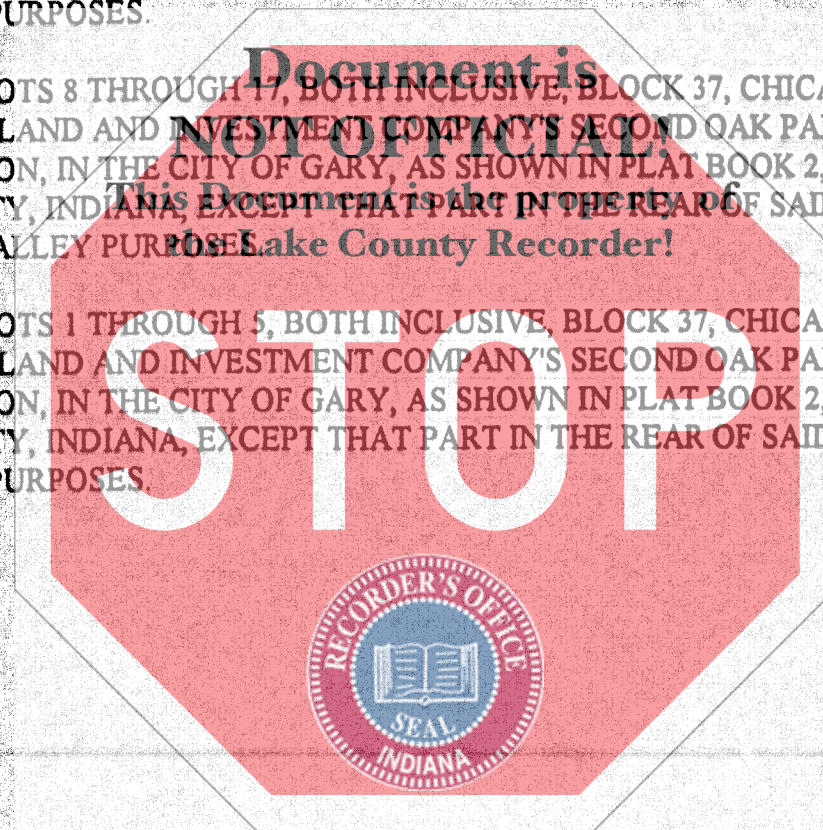
RONALD A. BROWN AND FERNE B. BROWN, HUSBAND AND WIFE, AS TO LOTS 4 AND 5 OF PARCEL 3.

THE LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS FOLLOWS:

PARCEL 1: LOTS 35 THROUGH 48, BOTH INCLUSIVE, BLOCK 37, CHICAGO-TOLLESTON LAND AND INVESTMENT COMPANY'S SECOND OAK PARK ADDITION TO TOLLESTON, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 2, PAGE 36, IN LAKE COUNTY, INDIANA, EXCEPT THAT PART OF THE REAR OF SAID LOTS TAKEN FOR ALLEY PURPOSES.

PARCEL 2: LOTS 8 THROUGH 17, BOTH INCLUSIVE, BLOCK 37, CHICAGO-TOLLESTON LAND AND INVESTMENT COMPANY'S SECOND OAK PARK ADDITION TO TOLLESTON, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 2, PAGE 36, IN LAKE COUNTY, INDIANA, EXCEPT THAT PART IN THE REAR OF SAID LOTS TAKEN FOR ALLEY PURPOSES.

PARCEL 3: LOTS 1 THROUGH 5, BOTH INCLUSIVE, BLOCK 37, CHICAGO-TOLLESTON LAND AND INVESTMENT COMPANY'S SECOND OAK PARK ADDITION TO TOLLESTON, IN THE CITY OF GARY, AS SHOWN IN PLAT BOOK 2, PAGE 36, IN LAKE COUNTY, INDIANA, EXCEPT THAT PART IN THE REAR OF SAID LOTS TAKEN FOR ALLEY PURPOSES.



IN WITNESS WHEREOF, the parties have executed this agreement, consisting of this and five (5) preceding typewritten pages.

OWNER:

PRIME TRADE CONTRACTOR:

MYLER CHURCH BUILDING SYSTEMS

TONY SMITH CONSTRUCTION

By: [Signature]
SIGNATURE

By: [Signature]
SIGNATURE

JIM GILLIKIN VP
PRINT NAME AND TITLE

Smith Construction
PRINT NAME AND TITLE

By: _____
SIGNATURE

By: _____
SIGNATURE

PRINT NAME AND TITLE

PRINT NAME AND TITLE

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SUBSCRIBED AND SWORN TO before me
Notary Public in and for Montgomery
County, State of Indiana
on this 16 day of Sept 19 95
My commission expires 8/7/98

SUBSCRIBED AND SWORN TO before me
Notary Public in and for Montgomery
County, State of INDIANA
on this 15th day of Sept. 1995
My commission expires Sept. 10, 1996

[Signature] Notary Public
DENISE J WELVER
NOTARY PUBLIC STATE OF INDIANA
MONTGOMERY COUNTY
MY COMMISSION EXP. AUG. 7, 1998

[Signature] Notary Public
AMY C. EDWARDS
NOTARY PUBLIC STATE OF INDIANA
MONTGOMERY COUNTY
MY COMMISSION EXP. SEPT. 10, 1996

Resident of Montgomery County

Resident of Montgomery County

Attested to: [Signature]
Ray Gehart - Construction Manager

As prepared by: MYLER CHURCH BUILDING SYSTEMS

SUBSCRIBED AND SWORN TO before me Notary Public in and for Montgomery County, State of Indiana on this 28 day of Sept 19 95

Resident of Montgomery County

My commission expires 8/7/98

[Signature]; Notary Public in Montgomery County
Denise J. Weliver

DENISE J WELVER
NOTARY PUBLIC STATE OF INDIANA
MONTGOMERY COUNTY
MY COMMISSION EXP. AUG. 7, 1998