

**FIRE SPRINKLER SYSTEM
AND ALARM SYSTEM AGREEMENT**

10
THIS AGREEMENT effective as of this 15th day of February, 1996, by and between **SAND RIDGE BANK**, as Trustee of a Trust Agreement dated July 20, 1994, and known as Trust No. 13-3293, hereinafter referred to as "Groot", **HENRY N. SCHOON**, as First Successor Trustee under Nicholas N. Schoon Trust of 1976, hereinafter referred to as "Schoon", **SIEMER, INC.**, an Indiana corporation, hereinafter referred to as "Siemer", **TRI-PAR PARTNERSHIP**, an Indiana partnership, hereinafter referred to as "Tri-Par", and **RODNEY D. LANGEL**, hereinafter referred to as "Langel".

WITNESSETH THAT:

WHEREAS, Groot is the owner of the buildings and real estate located in the Town of Highland, Lake County, Indiana, legally described as follows:

LOT 24, EXCEPT THE EAST 8.2 FEET IN THE TOWN OF HIGHLAND, EXCEPTING THEREFROM THE SOUTH 20 FEET THEREOF TAKEN FOR THE WIDENING OF HIGHWAY AVENUE, AS SHOWN IN PLAT BOOK 1, PAGE 86 IN LAKE COUNTY, INDIANA.

Tax Key No. 27-104-26 & 29.

Commonly known as 2803 Highway Avenue, Highland, Indiana 46322.

LOT 23 AND THE EAST 8.2 FEET OF LOT 24, IN THE TOWN OF HIGHLAND, EXCEPTING THEREFROM, THE SOUTH 20 FEET TAKEN FOR THE WIDENING OF HIGHWAY AVENUE, AS SHOWN IN PLAT BOOK 1, PAGE 86, IN LAKE COUNTY, INDIANA.

Tax Key No. 27-104-23.

Commonly known as 2809 Highway Avenue, Highland, Indiana 46322.

LOT 20, IN BLOCK 13, IN THE TOWN OF HIGHLAND, EXCEPTING THEREFROM THE SOUTH 20 FEET THEREOF TAKEN FOR WIDENING OF HIGHWAY AVENUE, AS SHOWN IN PLAT BOOK 1, PAGE 86, IN LAKE COUNTY, INDIANA.

Tax Key No. 27-104-20

96010690

LAKE COUNTY
FILED FOR RECORD
96 FEB 20 AM 10:08
MARGARETTE CLEVELAND
RECORDER

2700
va
#9495

Commonly known as 2821 Highway Avenue, Highland, Indiana 46322.

LOT 19, EXCEPT THE EAST 4 INCHES THEREOF, IN BLOCK 13, IN THE TOWN OF HIGHLAND, EXCEPTING THEREFROM THE SOUTH 20 FEET THEREOF TAKEN FOR WIDENING OF HIGHWAY AVENUE, AS SHOWN IN PLAT BOOK 1, PAGE 86, IN LAKE COUNTY, INDIANA.

Tax Key No. 27-104-19.

Commonly known as 2825 Highway Avenue, Highland, Indiana 46322.

WHEREAS, Schoon is the owner of the building and real estate located in the Town of Highland, Lake County, Indiana, and legally described as follows:

LOT NUMBER TWENTY-TWO (22), IN BLOCK NUMBERED THIRTEEN (13), AS MARKED AND LAID DOWN ON THE RECORDED PLAT OF THE TOWN OF HIGHLAND, LAKE COUNTY, INDIANA.

Tax Key No. 27-104-22.

Commonly known as 2813 Highway Avenue, Highland, Indiana 46322.

WHEREAS, Siemer is the owner of the building and real estate in the Town of Highland, Lake County, Indiana, legally described as follows:

LOT 21, BLOCK 13, ORIGINAL TOWN OF HIGHLAND EXCEPTING THEREFROM THE SOUTH 20 FEET THEREOF TAKEN FOR THE WIDENING OF HIGHWAY AVENUE AS SHOWN IN PLAT BOOK 1, PAGE 86 IN LAKE COUNTY, INDIANA.

Tax Key No. 27-104-21.

Commonly known as 2817 Highway Avenue, Highland, Indiana 46322.

WHEREAS, Tri-Par is the owner of the buildings and real estate located in the Town of Highland, Lake County, Indiana, and legally described as follows:

LOT 18 AND THE EAST 4 INCHES OF LOT 19 AND THE 20 FOOT VACATED ALLEY LYING BETWEEN LOTS 18 AND 19, BLOCK 13, TOWN OF HIGHLAND, AS SHOWN IN PLAT BOOK 1, PAGE 86, IN LAKE COUNTY, INDIANA.

Tax Key No. 27-104-18.

Commonly known as 2827 and 2831 Highway Avenue, Highland, Indiana 46322.

WHEREAS, Langel is the owner of the building and real estate located in the Town of Highland, Lake County, Indiana, and legally described as follows:

THAT PART OF LOT 17, BLOCK 13, TOWN OF HIGHLAND, AS SHOWN IN PLAT BOOK 1, PAGE 86, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 17, THENCE NORTH ALONG THE WEST LINE OF SAID LOT 17 A DISTANCE OF 157 FEET TO THE NORTHWEST CORNER OF SAID LOT 17; THENCE EAST ALONG THE NORTH LINE OF SAID LOT 17 A DISTANCE OF 21.61 FEET; THENCE SOUTH A DISTANCE OF 157 FEET TO A POINT WHICH IS ON THE SOUTH LINE OF SAID LOT 17 AND 21.32 FEET EAST OF THE SOUTHWEST CORNER THEREOF; THENCE WEST ALONG SAID SOUTH LINE A DISTANCE OF 21.32 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, INDIANA.

Tax Key No. 27-104-31.

Commonly known as 2833 Highway Avenue, Highland, Indiana 46322.

WHEREAS, there presently is an automatic fire sprinkler system and alarm system which has been installed and services all of the afore-described buildings and real estate, hereinafter referred to as the "System";

WHEREAS, the parties believe it is in the best interests of the parties that the system be maintained and operated to benefit all of the buildings located on the afore-described real estate and the parties wish to enter into this written agreement to provide for a method to share in the costs of the fees to the Town of Highland and alarm company, and the costs of the repair, maintenance and replacement of the System.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, it is hereby agreed as follows:

1. Groot, Schoon, Siemer, Tri-Par and Langel agree to be responsible for their pro rata share of the fees to the Town of Highland and alarm company and all costs and expenses for the maintenance, repair and replacement of the System as follows:

<u>PARTIES AND LOCATION</u>	<u>BUILDING SQUARE FOOTAGE</u>	<u>PERCENTAGE</u>
GROOT		
2803 Highway Avenue Highland, IN 46322	7,380 sq. ft.	14%
2809 Highway Avenue Highland, IN 46322	8,280 sq. ft.	16%
2821 Highway Avenue Highland, IN 46322	6,000 sq. ft.	11%
2825 Highway Avenue Highland, IN 46322	7,392 sq. ft.	14%
SCHOON		
2813 Highway Avenue Highland, IN 46322	6,000 sq. ft.	11%
SIEMER		
2817 Highway Avenue Highland, IN 46322	8,232 sq. ft.	16%
TRI-PAR		
2829 & 2831 Highway Avenue Highland, Indiana 46322	8,625 sq. ft.	16%
LANGEL		
2833 Highway Avenue Highland, IN 46322	1,300 sq. ft.	2%
TOTAL:	53,209 SQ. FT.	100%

The parties agree to pay their pro rata share of the aforesaid fees, costs and expenses in a prompt manner upon being billed for the same. In the event any party refuses or neglects to pay any fees, costs and expenses within fifteen (15) days of being billed for the same, the managing party may proceed to file suit for the collection of the same and to recover all reasonable attorney fees and court costs in the collection of these sums.

2. The managing party on all maintenance, repair and replacement of the System shall be George Siemer. The successor managing party shall be Hank Huizenga. In the event a party hereto agrees that any maintenance, repair or replacement has been inadequate, then said party may make certain repairs only after notifying the managing party or the successor managing party of the need for specific repairs in writing with copies to all other parties and only after the passage of fifteen (15) days without the commencement of said repair, maintenance or replacement. In the event repairs, maintenance or replacement are made, said party making said repair, maintenance or replacement shall be entitled to recover the costs of the same pursuant to the procedure set forth in paragraph 1 above. Further, the party making said repair, maintenance or replacement shall have a lien on the real estate of all other parties hereto for said repair, maintenance, replacement, costs and expenses.

3. If any modifications are made to the System in order to meet the specific needs of a party (i.e. remodeling or renovation of an existing building which requires modification of the System), then the cost and expense of the modification of the System shall be borne by the party performing the modification to the System and these expenses shall not be borne on a pro rata basis by all of the parties as set forth in paragraph 1 above.

4. Each party has agreed that it will cooperate with the managing party and all other parties concerning the repair, maintenance and replacement of the System, and will exercise due care in reporting any System failure and ensuring that the System is not damaged by any

act or omission of the party. Further, each party shall provide a reasonable right of entry and access to the premises of said party by the managing party and other individuals who are performing the repair, maintenance and replacement of the System.

5. This Agreement may not be modified except by the written consent of sixty percent (60%) of the percentage ownership of the parties hereto set forth above in paragraph 1 above or their successors in interest.

6. It is understood and agreed that this Agreement is made and accepted as covenants running with the land, which covenants, conditions, restrictions and reservations shall apply to and run with all of the afore-described real estate; all successive future owners and occupants shall be bound by the covenants contained herein as if they were the original parties to this Agreement.

7. This Agreement is being executed in recordable form and shall be recorded with the Recorder of Lake County, Indiana.

8. This Agreement shall inure to the benefit and be binding upon the successors and assigns of all parties hereto.

9. This instrument is executed by the undersigned trustees, not personally, but solely as trustees under the term of their certain agreements creating their respective trusts. It is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended not as personal covenants, undertakings, representations and agreements of the various trustees individually or for the purpose of binding them personally, that this instrument is executed and delivered by them, solely in the exercise of the powers conferred upon them as trustees under their respective agreements and no personal liability or personal responsibility is assumed by nor shall any time be asserted or

enforced against said trustees on account hereof or on account of any covenant, undertaking, representation, warranty or agreement herein contained either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof and by all persons claiming by, through or under said parties or holder thereof.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

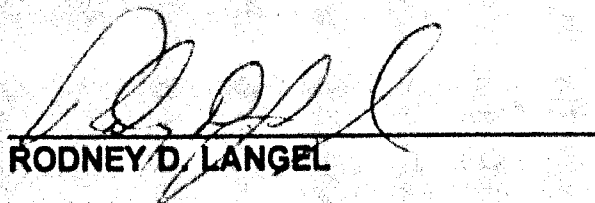
SAND RIDGE BANK, as Trustee of a Trust Agreement dated July 20, 1994 and known as Trust No. 13-3293

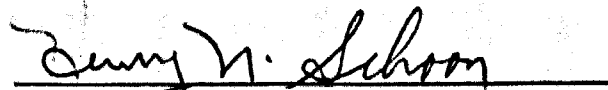
By: 

Trust Officer

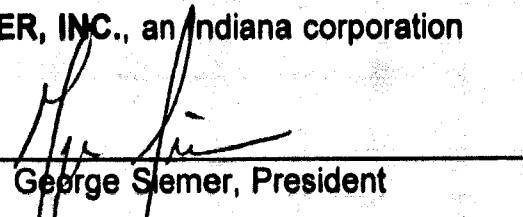
Attest:



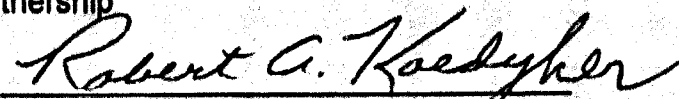

RODNEY D. LANGEL


HENRY N. SCHOON, as First Successor Trustee under Nicholas N. Schoon Trust of 1976

SIEMER, INC., an Indiana corporation

By: 
George Siemer, President

TRI-PAR PARTNERSHIP, an Indiana partnership

By: 
Robert A. Koedyker,
Managing Partner

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, on this 19th day of February, 1996, personally appeared Thomas W Baranto, Trust Officer, and _____, on behalf of Sand Ridge Bank, as Trustee of a Trust Agreement dated July 20, 1994 and known as Trust No. 13-3293, and acknowledged the execution of the above and foregoing Agreement to be their voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notarial Seal.

Deborah A Rollo

Notary Public

DEBORAH A ROLLO
NOTARY PUBLIC STATE OF INDIANA
LAKE COUNTY

My Commission Expires: _____ County of Residence: _____
MY COMMISSION EXP. APR. 4, 1999

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, on this 19 day of February, 1996, personally appeared Henry N. Schoon, as First Successor Trustee under Nicholas N. Schoon Trust of 1976, and acknowledged the execution of the above and foregoing Agreement to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.

Deborah A Rollo
Notary Public

My Commission Expires:

7-26-96

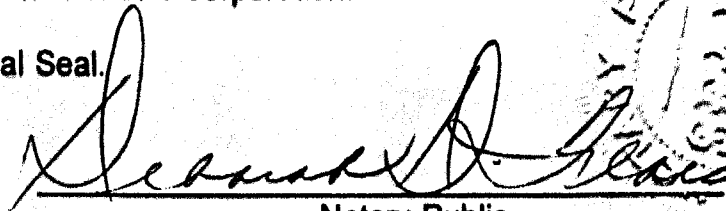

County of Residence:

Lake

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, on this 19 day of December, 1996, personally appeared George Siemer, President of Siemer, Inc., an Indiana corporation, and acknowledged the execution of the above and foregoing Agreement to be his voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notarial Seal.


Notary Public


My Commission Expires:

7-26-96

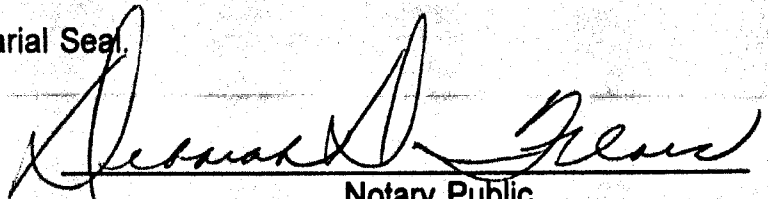
County of Residence:

Lake

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, on this 19 day of December, 1996, personally appeared Robert A. Koedyker, Managing Partner, on behalf of Tri-Par Partnership, an Indiana partnership, and acknowledged the execution of the above and foregoing Agreement to be his voluntary act and deed on behalf of said corporation.

WITNESS my hand and Notarial Seal.

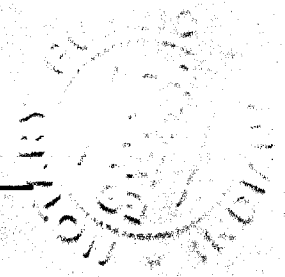

Notary Public

My Commission Expires:

7-26-94

County of Residence:

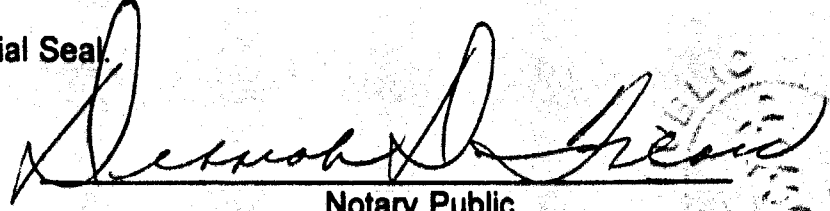

Lake



STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, a Notary Public, in and for said County and State, on this 19 day of September, 1996, personally appeared Rodney D. Langel acknowledged the execution of the above and foregoing Agreement to be his voluntary act and deed.

WITNESS my hand and Notarial Seal.


Notary Public


My Commission Expires:

7-26-96

County of Residence:

Lake

This instrument prepared by:

Rhett L. Tauber, Esq. #807-45
Anderson, Tauber & Woodward, P.C.
8935 Broadway
Merrillville, Indiana 46410
Phone: 219/769-1892