

AGENDA

VALPARAISO PLAN COMMISSION

Tuesday - June 12th, 2018

7:00 PM - City Hall Council Chambers

- I. Pledge of Allegiance**
- II. Roll Call**
- III. Minutes**
- IV. Old Business**

None

- V. New Business**

FAC18-002 Façade Improvement Program (Mike and Pam Tezak) – Request to amend a façade renovation application for the building located at 308 Lincolnway.

FAC18-003 Façade Improvement Program (Kevin Gerdt/Richard Huttinger) – Request to amend a façade renovation application for the building located at 157 Lafayette Street.

- VI. Staff Items**
- VII. Adjournment**

NEXT REGULAR PLAN COMMISSION MEETING:

JULY 10TH 2018 - 7:00 PM – CITY HALL COUNCIL CHAMBERS, 166 LINCOLNWAY

****Requests for alternate formats please contact
Tyler Kent at tkent@valpo.us or 219-462-1161. ****

VALPARAISO BOARD OF PLAN COMMISSION
Regular Meeting Minutes
May 8, 2018

The regular meeting of the Valparaiso Plan Commission was held at 7:00 p.m. on Tuesday, May 8, 2018 in the Valparaiso City Hall Council Chambers. Bruce Berner presided.

Members present were: Jim Mooney, Diane Worstell, Matt Evans, Christa Emerson, Al Shields, Trista Hudson, Vic Ritter, Tim Burkman, and Bruce Berner. Also present were Attorney Scott Bozik, Tyler Kent, citizens, and representatives of the press.

MINUTES:

Bruce Berner noted a friendly amendment under RP18-001, the attorney presenting was Darren Farha. Jim Mooney made a motion to approve the April 10, 2018 minutes as amended. Vic Ritter seconded the motion. A voice vote was taken and unanimously carried.

OLD BUSINESS:

None.

NEW BUSINESS:

SP18-001 – A petition filed by MBIP, LLC 1351 Joliet Road, P.O. Box 242, Valparaiso, IN. The petitioner requests approval of a secondary plat of Flat Rock Subdivision. Mr. Bob Coolman presented.

Tim Burkman advised that the City Engineer's office works with the developer on the construction drawings after the Primary Plat has been submitted. Once the City approves roads and infrastructure needs the developer may begin the needed infrastructure at that time. Flat Rock has been working on construction of improvements and is here tonight for secondary approval. To get to the final plat they must have either built improvements or bond for everything at the beginning. Board of Works is the last body to sign off on the final plat. Mr. Coolman advised The Marshall family is developing the property and Coolman Communities is building the homes. The Marshall's have been very busy the last couple of years and have been working on infrastructure a bit at a time between other projects. At this time the infrastructure is almost complete. Surety will be issued to finish the last few items of infrastructure. Tonight, we are requesting secondary plat approval.

Public Hearing:

Bruce Berner asked if any of the public would like to speak in favor of or in opposition of this petition. Mr. Berner also asked that the public address their questions to the Plan Commission while at the same time the petitioner will take notes and respond at one time. No one spoke; therefore, the public hearing was closed and questions/comments were heard from the Members.

Q: During primary plat there was some concern with headlights from the homeowner across the street from the entrance. Was that resolved?

A: Yes, the entrance was moved to the south.

Q: There appears to be connections stubbed out to the north and west. Will this connect to anything?

A: Not at this time but the potential is there. The east connects into Southwest Hills Drive.

Motion: Tim Burkman made a motion to approve SP18-001 a secondary plat of Flat Rock Subdivision subject to the following conditions: (1) Confirmation of street names and addresses by the Engineering Department prior to Board of Works approval; (2) Lowering the rim elevation of Structure 13, located between lots 22/23, as determined by the Engineering Department to facilitate drainage of low areas on adjoining properties; and (3) Board of Works approval of the plat and surety covering the remaining public improvements. Jim Mooney seconded the motion. A voice roll call vote was taken and unanimously carried.

STAFF ITEMS:
None.

ADJOURNMENT:
The May 8, 2018 Plan Commission meeting adjourned at 7:18 p.m.

Bruce Berner, President

Tyler Kent, Executive Secretary

VALPARAISO FAÇADE IMPROVEMENT PROGRAM**Application Form****1. Applicant Information**NAME: Mike + Pam TEZAK

ADDRESS OF PROPERTY TO BE IMPROVED:

308 Lincolnway
Valparaiso, IN 46383NAME OF BUSINESS: TEZAK INVESTMENTS, LLCTAX ID#/SOCIAL SECURITY #: 20-8859034HOME ADDRESS: 220 Papillon Dr. Valparaiso, IN 46385BUSINESS PHONE: 219 462 2224 HOME PHONE: 219 405 3647FAX: 219 462 2226 EMAIL: mike@teamtezak.com**2. Project Information**BUILDING LOCATION: 308 LincolnwayBUSINESS(ES) LOCATED IN BUILDING: (ONE)BUILDING AGE: 44 BUILDING LOCATED IN HISTORIC DISTRICT? BUILDING ZONED AS: Commercial PIN NUMBER: 64-09-24-345-004-000.004OWNER OF RECORD: TEZAK INVESTMENTS, LLCIF LEASED: Lease Expires 06/2023 Renewal Term 5 years

3. Project Description

Describe in detail the proposed scope of work including design firm and/or contractor(s) selected. In describing project, be sure to differentiate between interior renovations vs. exterior façade improvements to be undertaken. Use separate sheet(s) if necessary.

WE Will Be Changing OUT WINDOWS, DOORS, BRICK
EXTENSION & TRIM

Anticipated Construction

Start Date: 07/01 Completion Date: 10/01 Total Project Cost: 45,000.00

4. Mortgage Information

Is there a current Mortgage on the property: YES ☒ NO ☐

If YES, Holder of Mortgage

DENOTE STATE BANK

Date of Mortgage: 05/03/18

Original Amount: 129,000 Current Balance: 129,000

Are there any other loans, liens, deed restrictions on the property:

YES ☐ NO ☒

If YES, please list:

5. Building Information

Will project result in a change of use for the building? YES ☒ NO ☐

Uses of the building after completion of the façade project:

1st Floor: Commercial VIDEO STUDIO

2nd Floor: CONDO UNITS

3rd Floor:

Other:

6. Other Required Documentation

- a. Property deed with legal description of property
- b. Proof that all property taxes are paid and current
- c. Proof of property and liability insurance
- d. Signed mortgage note
- e. Copies of any leases associated with property
- f. Project budget
- g. Three (3)-contractor quotes/construction bids for total façade project
- h. Photographs of proposed project site

I/We certify that all information set forth in this application is a true representation of the facts pertaining to the subject property for the purpose of obtaining funding under the Valparaiso Façade Improvement Program. I understand and acknowledge that any willful misrepresentation of the information contained in this application could result in disqualification from the program, requiring any funds already disbursed to be repaid in full to the City of Valparaiso.

The applicant further certifies that he/she has read and understands the Valparaiso Façade Improvement Program Guidelines. If a determination is made by the Planning Commission that program funds have not been used for eligible program activities, the Applicant agrees that the proceeds shall be returned, in full, to the City of Valparaiso and acknowledges that, with respect to such proceeds so returned, he/she shall have no further interest, right, or claim. It is understood that all Valparaiso Façade Improvement Program funding commitments are contingent upon the availability of program funds.

Signed this 14th day of May, 20 18

By: Mehi Tzou

City of Valparaiso
Façade Improvement Agreement

THIS AGREEMENT, entered into this _____ day of _____, 20__, between the City of Valparaiso, Indiana (hereinafter referred to as "CITY") and the following designated OWNER/LESSEE, to wit:

Owner/Lessee's Name: Mike & Pam TEZAK

Name of Business: TEZAK Investments, LLC

Tax ID#/Social Security # [REDACTED]

Address of Property to be Improved:
308 Lincolnway

PIN Number: [REDACTED]

WITNESSETH:

WHEREAS, the CITY has established a Façade Improvement Program for application within the Valparaiso Façade Improvement Business District ("District"); and

WHEREAS, said Façade Improvement Program is administered by the CITY with the advice of the Plan Commission and is funded from the general fund for the purposes of controlling and preventing blight and deterioration within the District; and

WHEREAS, pursuant to the Façade Improvement Program CITY has agreed to participate, subject to its sole discretion, 1) in reimbursing Owners/Lessees for the cost of eligible exterior improvements to commercial establishments within the District up to a maximum of one-half (1/2) of the approved contract cost of such improvements and 2) in

reimbursing Owners/Lessees for 100% of the cost of the services of an architect for such façade improvements up to a maximum of \$4,000 per building, as set forth herein, but in no event shall the total CITY participation exceed twenty five thousand dollars (\$25,000) per façade, as defined herein, for eligible improvements to the front and/or side of a building, and ten thousand (\$10,000) per building for eligible rear entrance improvements, with a maximum reimbursement amount of twenty five thousand dollars (\$25,000) per building; and

WHEREAS, in limited circumstances a building that is used in whole or part for commercial purpose and has a rear public entrance that is visible from a public street, public park or parking lot (public/private) maybe eligible to receive up to an additional \$25,000 in reimbursement for rear entrance improvements. The Planning Director has the sole discretion to determine if a property is eligible to receive up to an additional \$25,000 reimbursement for rear entrance improvements.

WHEREAS, the OWNER/LESSEE's property is located within the Façade Improvement Business District, and the OWNER/LESSEE desires to participate in the Façade Improvement Program pursuant to the terms and provisions of this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements obtained herein, the CITY and the OWNER/LESSEE do hereby agree as follows:

SECTION 1:

A. With respect to façade improvements to the front and side of a building and related eligible improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE'S property at the rate of fifty percent (50%) of such cost, and shall reimburse OWNER/LESSEE for 100% of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of

\$4,000 per building as defined herein, provided that the total reimbursement for improvements to the front and side of a building and related eligible improvements and architectural services shall not exceed twenty five thousand dollars (\$25,000) per façade as defined herein. As provided herein certain buildings that are used in whole or part for commercial purposes and have a rear public entrance that is visible from a public street, public park or parking lot (public/private) maybe eligible to receive up to an additional \$25,000 and reimbursement for rear entrance improvements.

B. With respect to improvements to rear entrance(s) of a building and related eligible improvements, the CITY shall reimburse OWNER/LESSEE for the cost of improvements to the OWNER/LESSEE's property at the rate of fifty percent (50%) of such cost, and shall reimburse OWNER/LESSEE for 100% of the cost of fees for architectural services pertaining to such improvements, up to a maximum amount of \$4,000 per building, provided that reimbursement for landscaping materials and installation shall not exceed \$1,000 per building, and provided that the total reimbursement for rear entrance and related eligible improvements and architectural services shall not exceed ten thousand dollars (\$10,000) per building.

The actual total reimbursement amounts per this Agreement shall not exceed \$25,000 for façade improvements to the front, side, and rear entrance(s) of a building and related eligible improvements. Total reimbursable expenses shall not exceed \$25,000. The improvement costs that are eligible for City reimbursement include all labor, materials, equipment and other contract items necessary for the proper execution and completion of the work as shown on the plans, design drawings, specifications and

estimates approved by the City. Such plans, design drawings, specifications and estimates are attached hereto as Exhibit I.

SECTION 2: No improvement work shall be undertaken until its design has been submitted to and approved by the City Council. Following approval, the OWNER/LESSEE shall contract for the work and shall commence and complete all such work and submit all requests for reimbursement to the Planning Director within six months from the date of such approval by the City Council. The OWNER/LESSEE may seek an extension of the deadline, not to exceed 12 months, for completing the work and submitting its request for reimbursement from the Planning Director, however, such request must be made in writing and submitted to the Planning Director prior to the expiration of the initial deadline to complete the work and submit the requests for reimbursement. In the event that the OWNER/LESSEE fails to comply with these requirements the CITY may terminate this Agreement and its obligation to reimburse the applicant.

SECTION 3: The Planning Director shall periodically review the progress of the contractor's work on the façade improvement pursuant to this Agreement. Such inspections shall not replace any required permit inspection by the Building Commissioner and Building Inspectors. All work which is not in conformance with the approved plans, design drawings and specifications shall be immediately remedied by the OWNER/LESSEE and deficient or improper work shall be replaced and made to comply with the approved plans, design drawings and specifications and the terms of this Agreement.

SECTION 4: Upon completion of the improvements and upon their final inspection and approval by the Planning Director, the OWNER/LESSEE shall submit to the CITY a properly executed and notarized contractor statement showing the full cost of the work as well as each separate component amount due to the contractor and each and every subcontractor involved in furnishing labor, materials or equipment in the work. In addition, the OWNER/LESSEE shall submit to the CITY proof of payment of the contract cost pursuant to the contractor's statement and final lien waivers from all contractors and subcontractors. The OWNER/LESSEE shall also submit to the CITY a copy of the architect's statement of fees for professional services for preparation of plans and specifications. The CITY shall, within fifteen (15) days of receipt of the contractor's statement, proof of payment and lien waivers, and the architect's statement, issue a check to the OWNER/LESSEE as reimbursement for one-half of the approved construction cost estimate or one-half of the actual construction cost, whichever is less, and for 100% of architectural services fee, subject to the limitations set forth in Section 1 hereof.

In the alternative, at its sole discretion, CITY may reimburse OWNER/LESSEE in two payments. The first reimbursement may be made only 1) upon completion of work representing 50% or more of the maximum reimbursement specified in Section 1 hereof and 2) upon receipt by CITY of the architect's invoices, contractor's statements, invoices, proof of payment and notarized final lien waivers for the completed work and 3) upon a determination by the Planning Director that the remainder of the work is expected to be delayed for thirty days or more following completion of the initial work due to weather, availability of materials, or other circumstances beyond the control of the

OWNER/LESSEE. The second, final reimbursement payment shall be made by CITY only upon submittal of all necessary documents as described herein.

SECTION 5: If the OWNER/LESSEE or his contractor fails to complete the improvement work provided for herein in conformity with the approved plans, design drawings and specifications and the terms of this Agreement, then upon written notice being given by the Planning Director to the OWNER/LESSEE, by certified mail to the address listed above, this Agreement shall terminate and the financial obligation on the part of the CITY shall cease and become null and void.

SECTION 6: Upon completion of the improvement work pursuant to this Agreement and for a period of ten (10) years thereafter, the OWNER/LESSEE shall be responsible for properly maintaining such improvements in finished form and without change or alteration thereto, as provided in this Agreement, and for the said period of ten (10) years following completion of the construction thereof, the OWNER/LESSEE shall not enter into any Agreement or contract or take any other steps to alter, change or remove such improvements, or the approved design thereof, nor shall OWNER/LESSEE undertake any other changes, by contract or otherwise, to the improvements provided for in this Agreement unless such changes are first submitted to the Planning Director, and any additional review body designated by the Director, for approval. Such approval shall not be unreasonably withheld if the proposed changes do not substantially alter the original design concept of the improvements as specified in the plans, design drawings and specifications approved pursuant to this Agreement. OWNER/LESSEE shall execute and record a restrictive covenant, in a form substantially the same as Exhibit "II" hereto, at City's request.

SECTION 7: The OWNER/LESSEE releases the CITY from, and covenants and agrees that the CITY shall not be liable for, and covenants and agrees to indemnify and hold harmless the CITY and its officials, officers, employees and agents from and against, any and all losses, claims, damages, liabilities or expenses, of every conceivable kind, character and nature whatsoever arising out of, resulting from or in any way connected with directly or indirectly with the façade improvements(s), including but not limited to actions arising from the Indiana Common Construction Wage Act (Ind. Code § 5-16-7 et seq.) The OWNER/LESSEE further covenants and agrees to pay for or reimburse the CITY and its officials, officers, employees and agents for any and all costs, reasonable attorneys' fees, liabilities or expenses incurred in connection with investigating, defending against or otherwise in connection with any such losses, claims, damages, liabilities, or causes of action. The CITY shall have the right to select legal counsel and to approve any settlement in connection with such losses, claims, damages, liabilities, or causes of action. The provisions of this section shall survive the completion of said façade improvement(s).

SECTION 8: Nothing herein is intended to limit, restrict or prohibit the OWNER/LESSEE from undertaking any other work in or about the subject premises which is unrelated to the façade improvement provided for in this Agreement.

SECTION 9: This Agreement shall be binding upon the CITY and upon the OWNER/LESSEE and its successors, to said property for a period of five (5) years from and after the date of completion and approval of the façade improvement provided for herein. It shall be the responsibility of the OWNER/LESSEE to inform subsequent OWNER(s)/LESSEE(s) of the provisions of this Agreement.

SECTION 10: During the term of this Agreement During the term of this Agreement and during the term of any subsequent contract with a subcontractor performing work under this Agreement, OWNER/LESSEE shall maintain full compliance with the requirements of Indiana's Employment Eligibility Verification as set forth in **Exhibit A** to this Agreement

SECTION 11: OWNER/LESSEE shall be responsible for obtaining all necessary building permits and other approvals from the CITY prior to commencing work on the improvements. OWNER/LESSEE shall be further be responsible for complying with the applicable requirements of the Americans with Disabilities Act ("ADA") in constructing the improvements pursuant to this Agreement.

SECTION 12: As a condition precedent to participating in the CITY's Façade Improvement Program, OWNER/LESSEE may be responsible for conveying certain easement(s) and/or right-of-way to the City. In these circumstances, no OWNER/LESSEE shall be eligible for reimbursement by the CITY until such time as all easement(s) and/or rights-of-way have been conveyed to the CITY. In the event that this Section applies and the OWNER/LESSEE is requested to convey easement(s) and/or right-of-way to the CITY, documentation confirming such conveyance shall be set forth in **Exhibit B** to this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date first appearing above.

OWNER/LESSEE

CITY OF VALPARAISO

Mike Izal

Mayor

ATTEST: _____
City Clerk

EXHIBIT A - EMPLOYMENT ELIGIBILITY VERIFICATION

OWNER/LESSEE affirms under the penalties of perjury that it does not knowingly employ an unauthorized alien.

OWNER/LESSEE shall enroll in and verify the work eligibility status of all its newly hired employees through the Federal E-Verify program as defined in IC 22-5-1.7-3. OWNER/LESSEE is not required to participate should the Federal E-Verify program cease to exist. OWNER/LESSEE shall not knowingly employ or contract with an unauthorized alien. OWNER/LESSEE shall not retain an employee or contract with a person that OWNER/LESSEE subsequently learns is an unauthorized alien.

OWNER/LESSEE shall require its subcontractors, who perform work under this contract, to certify to CITY that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the Federal E-Verify program. OWNER/LESSEE agrees to maintain this certification throughout the duration of the term of this agreement with the CITY and during the term of any subsequent contract with a subcontractor performing work under this agreement.

The CITY may terminate for default if OWNER/LESSEE fails to cure a breach of this provision no later than thirty (30) days after being notified by the CITY.

Signed: Mike Temple
Printed Name: Mike Temple
Title: Owner
Date: 5/14/18

Signed: _____
Printed Name: _____
Title: _____
Date: _____

NON -COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him/her, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this contractor quote/construction bid is made without reference to any other contractor quote/contractor bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He/she further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

OATH AND AFFIRMATION

I affirm under the penalties of perjury that the foregoing facts and information are true and correct to the best of my knowledge and belief.

Dated at 14th this May day of _____, 2018.

TERRA BUILDINGS, LLC
(Name of Organization)

By Mike Taylor
Owner
(Title of Person Signing)

Project Score Sheet

All projects are to be scored by the applicant based on the project score criteria.

Eligible Improvements	Exit Doors	Painting	Shutters and Awnings	Signs	Stairs, Porches, Railings	Wall Repair	Arch. Detail	Windows	Roofs	Walkways	Landscaping	Lighting	
Points Allowed	1	1	1	1	1/2	1	1	1	1/2	1/2	1/2	1	
Applicants Score	1	1		1		1	1	1	1/2			1	
Staff Score													
													Total Points Required /3

A minimum of 3 points are required for projects to be eligible for the Façade Program. The following eligible improvements are worth one point each; Exit Doors, Painting, Shutters, Awnings, Signs Wall Repair, Windows, Architectural Detail or Ornamentation and Lighting. Stairs, Porches, Railings, Exits, Roofs, Walkways, and landscaping shall be worth 1/2 point each. The applicant shall score the project based on the criteria eligible improvements on page 3 of the façade program description. City staff will review the applicants scores to ensure that the criteria is met for the minimum required 3 points.

Tax ID No.

64-09-24-345-004.000-004

WARRANTY DEED

THIS INDENTURE WITNESSETH THAT

Dennis C. Hain and Judith A. Hain

CONVEY(S) AND WARRANT(S) TO

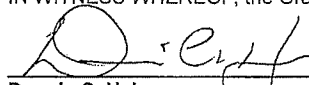
Tezak Investments, LLC, for Ten Dollars and other valuable consideration the receipt whereof is hereby acknowledged, the following described REAL ESTATE in Porter County, in the State of Indiana, to wit:

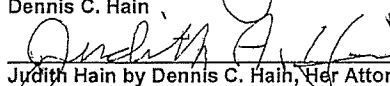
SEE ATTACHED EXHIBIT "A"

Subject to Real Estate taxes now due and payable and thereafter.

Subject to covenants, restrictions and easements of record.

IN WITNESS WHEREOF, the Grantor has executed this Deed this 2nd day of May, 2018.

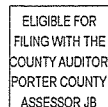

Dennis C. Hain


Judith Hain by Dennis C. Hain, Her Attorney-In-Fact

2018-009199

MTC File No.: 17-43343 (WD)

Page 1 of 3



DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER
May 04 2018

Vicki Urbanik

AUDITOR PORTER COUNTY

1/1 \$15

State of Indiana, County of Porter ss:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **Dennis C. Hain and Judith Hain by Dennis C. Hain, Her Attorney-In-Fact** who acknowledged the execution of the foregoing Deed and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS, my hand and Seal this 2nd day of May, 2018.

My Commission Expires: 6-26-22

Philip Ignarski
Printed Name of Notary Public

Lake IN
Notary Public County and State of Residence



Philip Ignarski
Signature of Notary Public

This instrument was prepared by:

Debra A. Guy, Attorney-at-Law, IN #24473-71 MI #P69602
202 S. Michigan Street, Ste. 300, South Bend, IN 46601

Property Address:

308 Lincolnway
Valparaiso, IN 46383

Grantee's Address and Mail Tax Statements To:

310 E. Lincolnway
Valparaiso, IN 46383

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. Debra A. Guy

EXHIBIT A

Beginning at a point 66 feet West of the Northeast corner of Outlot 4, in the original addition to Outlots to the Town, now city, of Valparaiso, Indiana; thence running West along the North line of said Outlet, 23.17 feet; thence South 00° 33' West, 132 feet; thence East 24.44 feet; thence North 132 feet to the Point of Beginning, in the City of Valparaiso, Porter County, Indiana



MERIDIAN

TITLE CORPORATION

Commercial Division North West Indiana

1000 W. State Road 2
LaPorte, IN 46350
219.362.3228
219.325.1530 FAX
laporte@meridiantitle.com

January 22, 2018

Property Address: 308 Lincolnway, Valparaiso, IN 46383
County: Porter
File Number: 17-43343
Customer Reference No.:

Listing Agent: Jack Koroluk, Realty Executives Premier
Selling Agent: Mike Tezak, Realty Executives Premier

Enclosures: Title Product

Notes:



CHICAGO TITLE
INSURANCE COMPANY

Commitment No.: 17-43343

**COMMITMENT FOR TITLE INSURANCE ISSUED
BY
CHICAGO TITLE INSURANCE COMPANY**

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within **90 days** after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance [issued by Chicago Title Insurance Company]. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form].



- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
 - (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
 - (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
 - (h) "Title": The estate or interest described in Schedule A.
2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
 - (b) the Commitment to Issue Policy;
 - (c) the Commitment Conditions;
 - (d) Schedule A;
 - (e) Schedule B, Part I—Requirements; [and]
 - (f) Schedule B, Part II—Exceptions; and
 - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].
4. **COMPANY'S RIGHT TO AMEND**
The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.
5. **LIMITATIONS OF LIABILITY**
- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
 - (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
 - (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.

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- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

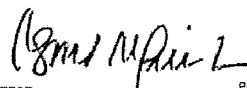
Countersigned:



Authorized Signatory

CHICAGO TITLE INSURANCE COMPANY

By:


ATTEST 
President Secretary

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CHICAGO TITLE
INSURANCE COMPANY

Commitment Number: 17-43343

Issuing Agent: 17-43343

Issuing Office: Meridian Title Corporation

ALTA® Universal ID: 0001118

Loan ID Number:

Issuing Office File Number: 17-43343

Revision Number:

Property Address: 308 Lincolnway, Valparaiso, IN 46383

SCHEDULE A

1. Commitment Date: December 13, 2017 at 8:00 AM
2. Policy to be issued:
 - (a) ☒ ALTA® Owner's Policy 06/17/06
Proposed Insured: Tezak Investments, LLC
Proposed Policy Amount: \$120,000.00
 - (b) ☒ ALTA® Loan Policy 06/17/06
Proposed Insured:
Proposed Policy Amount: \$120,000.00
3. The estate or interest in the Land described or referred to in this Commitment is Fee Simple.
4. Title to the Fee Simple estate or interest in the Land is at the Commitment Date vested in:

Dennis C. Hain and Judith A. Hain
5. The Land is described as follows: SEE ATTACHED EXHIBIT "A"

Chicago Title Insurance Company

By: 

Authorized Signatory

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CHICAGO TITLE
INSURANCE COMPANY

EXHIBIT "A"

Beginning at a point 66 feet West of the Northeast corner of Outlot 4, in the original addition to Outlots to the Town, now city, of Valparaiso, Indiana; thence running West along the North line of said Outlet, 23.17 feet; thence South 00° 33' West, 132 feet; thence East 24.44 feet; thence North 132 feet to the Point of Beginning, in the City of Valparaiso, Porter County, Indiana

Property Address Reference: 308 Lincolnway, Valparaiso, IN 46383

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. You must file a Disclosure of Sales Information forms prescribed by the State Board of Tax Commissioners pursuant to I.C. 6-1.1-5.5. The disclosure form must be filed with the county auditor's office prior to recording.
6. You should contact the local municipality to obtain information regarding unpaid sewer and/or municipal assessments that are not a recorded lien against the land. We are not responsible for collecting at closing such unpaid assessments unless otherwise instructed.
7. This commitment is not effective until you provide us with the name of the Proposed Insured(s) and the Policy amount(s). We limit our liability to \$250.00 until you provide us with the Policy Amount(s).
8. Vendor's and/or Mortgagor's Affidavits to be executed at the closing.
9. Properly executed and fully completed Certificate of Non-Foreign Status of Transferor.

Note: Seller Proceeds cannot be disbursed until this form is completed in its entirety.

10. Effective July 1, 2006, no document executed in the State of Indiana may be accepted for recording unless the document includes the following affirmative statement: "I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law (name)." See Indiana Code 36-2-11-15.
11. By virtue of I.C. 27-7-3.6, a fee of \$5.00 will be collected from the purchaser of the policy for each policy issued in conjunction with a closing occurring on or after July 1, 2006. The fee should be designated in the Closing Disclosure and/or Settlement Statement as TIEFF (Title Insurance Enforcement Fund Fee) Charge.
12. Recordation of a Quiet Title Judgment.
13. Properly executed and acknowledged Warranty Deed to the proposed insured.
14. Properly executed mortgage securing your loan.
15. Payment and release of a Mortgage in the amount of \$130,100.00 from Diane Price and Dale A. Price, Husband and Wife to JPMorgan Chase Bank, NA dated October 25, 2007 and recorded October 31, 2007 in Instrument No. 2007-033010 in the Office of the Recorder of Porter County, Indiana.

NOTE: Bankruptcy filed by Dale A. Price, filed October 9, 2014 in United States Bankruptcy Court, Northern District of Indiana, Hammond Division, Bankruptcy No. 14-23391-kl.

16. Note: This commitment and endorsements have been prepared in response to your request. If you will require additional endorsements, please contact Meridian Title so that those endorsements can be added to this commitment as well as any additional requirements which may need to be met in order to issue the newly requested endorsements.

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CHICAGO TITLE
INSURANCE COMPANY

SCHEDULE B, PART II Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Any discrepancies or conflicts in boundary lines, any shortages in area, or any encroachment or overlapping in improvements.
3. Any facts, rights, interests or claims which are not shown by the public record but which could be ascertained by an accurate survey of the land or by making inquiry of persons in possession of the land.
4. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
5. Any lien, or right to a lien for services, labor or material imposed by law and not shown by the public record.
6. Taxes or special assessments which are not shown as existing liens by the public record.
7. Taxes for the year 2017 payable in 2018 are a lien not yet due and payable.

Taxes for the year 2016 payable in 2017 are as follows:

Key No. 64-09-24-345-004.000-004 - Valparaiso Corporation
1st installment due May 10, 2017 \$1,149.76 - Paid
2nd installment due Nov. 10, 2017 \$1,149.76 - Paid

Assessed Valuations: 2016/2017

Land \$36,900.00
Improvements \$44,200.00
Exemption (None) \$0.00

Net Valuations \$81,100.00

8. Solid Waste Recycling Fees for the year 2017 are as follows:
1st installment - \$20.00.-Paid
2nd installment - \$0.00-None Due.

NOTE FOR INFORMATION: Tax information supra is limited to the LAST BILLED information reflected in the computer input in the Treasurer's office and does not necessarily reflect the most current information as to applicable penalties, deductions, exemptions, assessments and payments. Also, it does not reflect possible additional taxes and civil penalties as a result of a determination by County officials that a deduction was improperly granted. A check with the Treasurer's or Auditor's Office should be made to determine the exact status and amount of taxes due, if any.

A Resolution of the City of Valparaiso Redevelopment Commission recorded February 28, 2008 as Instrument Number 2008-005453 in the Office of the Recorder of Porter County, Indiana

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CHICAGO TITLE
INSURANCE COMPANY

A Resolution No. 6-12-2008-02 a Resolution of the City of Valparaiso Redevelopment Commission recorded June 19, 2008 as Instrument Number 2008-016767 in the Office of the Recorder of Porter County, Indiana

A Resolution of Valparaiso Redevelopment Commission recorded August 13, 2012 as Instrument Number 2012-019997 in the Office of the Recorder of Porter County, Indiana

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File No./Escrow No.: 17-43343
Officer/Escrow Officer: Phil Ignarski**MERIDIAN TITLE CORPORATION**
1182 E. Summit St.
Crown Point, IN 46307Property Address: 308 LINCOLNWAY
VALPARAISO, IN 46383 (PORTER)

Legal Desc: Beginning at a point 66 feet West of the Northeast corner of Outlot 4, in the original addition to Outlots to the Town, now city, of Valparaiso, Indiana; thence running West along the North line of said Outlet, 23.17 feet; thence South 00° 33' West, 132 feet; thence East 24.44 feet; thence North 132 feet to the Point of Beginning, in the City of Valparaiso, Porter County, Indiana

Borrower: TEZAK INVESTMENTS, LLC

Seller: DENNIS C. HAIN AND JUDITH HAIN

Lender: Demotte State Bank

Settlement Date: 5/2/2018

Seller			Description	Borrower		
P.O.C.	Debit	Credit		P.O.C.	Debit	Credit
			Deposits, Credits, Debits			
		\$120,000.00	Sale Price of Property		\$120,000.00	
			Prorations			
	\$810.98		County Taxes 1/1/2018 to 5/2/2018 @ \$2,446.34/Year			\$810.98
			Commissions			
\$2,500.00	\$9,500.00		Real Estate Commission to Realty Executives Premier			
			New Loans			
			Loan Amount			\$129,500.00
			Appraisal to Demotte State Bank		\$1,000.00	
			Processing Fee to Demotte State Bank		\$300.00	
			Flood Determination to Demotte State Bank		\$12.00	
			(2) Prepaid Releases to Demotte State Bank		\$50.00	
			Repair Escrow to Demotte State Bank		\$45,500.00	
			Title Charges			
			Title - Lender's Title Insurance to Meridian Title Corporation		\$246.50	
	\$525.00		Title - Owner's Title Insurance to Meridian Title Corporation			
	\$300.00		Title - Settlement or closing fee to Meridian Title Corporation		\$300.00	
	\$5.00		Title - TIEFF to Chicago Title Insurance Company		\$5.00	
	\$25.00		Title - CPL - Seller to Chicago Title Insurance Company			
			Title - CPL - Lender to Chicago Title Insurance Company		\$35.00	
			Title - Buyer/Borrower CPL to Chicago Title Insurance Company		\$25.00	
	\$212.00		Title - Title Production - Owners to Meridian Title Corporation			
			Title - Title Production - Loan to Meridian Title Corporation		\$25.00	
			Title - E-Recording Fee to Simplifile		\$10.00	
			Title - Sales Disclosure Handling Fee to Meridian Title Corporation		\$15.00	
	\$75.00		Title - Deed Preparation - Debra A. Guy to Meridian Title Corporation			
			Government Recording and Transfer Charges			
			Recording fees: Deed \$25.00		\$25.00	
			Mortgage \$55.00		\$55.00	
			Additional Settlement Charges			
	\$2,446.34		2017/18 County Property Taxes and Solid Waste Recycling [64-09-24-345-004.000-00 to			
Seller				Borrower		
P.O.C.	Debit	Credit		P.O.C.	Debit	Credit
\$2,500.00	\$13,899.32	\$120,000.00	Subtotals	\$0.00	\$167,603.50	\$130,310.98
			Due From Borrower			\$37,292.52
	\$106,100.68		Due To Seller			
\$2,500.00	\$120,000.00	\$120,000.00	Totals	\$0.00	\$167,603.50	\$167,603.50

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize MERIDIAN TITLE CORPORATION to cause the funds to be disbursed in accordance with this statement.

BORROWER(S)

SELLER(S)

Michael Tezak, Member of Tezak Investments, LLC

DENNIS C. HAIN

JUDITH HAIN

SETTLEMENT COORDINATOR

Phil Ignarski

BUILDERS RISK COVERAGE DECLARATIONS

The Declarations, Supplemental Declarations, Common Policy Conditions, Commercial Inland Marine Conditions, Coverage Form(s) And Endorsement(s), if any, issued to and forming a part thereof, complete the Commercial Insurance Policy numbered as follows:

**American Zurich Insurance Company
A Stock Company
Administrative Office: 1299 Zurich Way
Schaumburg, IL 60196 Phone: 800-382-2150**

☒ **New Policy** **BR11567858**
☐ **Renewal of**
☐ **Rewrite of**

THIS IS A COINSURANCE CONTRACT

Please read your policy.

In return for the payment of the premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy.

1. Named Insured and Mailing Address:

Tezak Investments, LLC
220 PAPILLON DR
220 PAPILLON DR
Valparaiso, IN 46385

2. Producer Information:

A Name: ANTON INSURANCE AGENCY, INC.
155 S CALUMET RD
CHESTERTON, IN 46304-2433
B Telephone # +1 219 465 6530
C Fax #
D Zurich Producer # 12622684
E Field Office Name
F Field Office Code

3. Policy Period – From: 05/02/2018 **To:** 11/02/2018
12:01 a.m. at your mailing address above.

4. Form of Business: ☐ Individual ☐ Partnership ☐ Corporation ☐ Joint Venture ☒ Other LLC

5. Limits of Insurance (*either One-Shot or Reporting Form as indicated below*)

☒ **SUPPLEMENTAL DECLARATIONS**

(If this box is checked, Supplemental Declarations is attached to and forms a part of this policy)

☐ **Reporting Form (continuous policy)**
☐ **Annual Rate** ☐ **Monthly Rate (HBIS – 4)**

A) Any one building or structure	\$
B) All covered property at all locations	\$
C) Rate	Per Report
D) Premium	Per Report
E) Total Taxes and Surcharges (per attached endorsement – N/A in NY)	Per Report
F) Total Fully Earned Policy Premium	Per Report

☒ **One-Shot (non-reporting form/single structure policy)**
☐ **1-4 Family Dwelling** ☒ **Commercial Structure**

Property Location

308 Lincolnway
Valparaiso
Valparaiso, IN 46383

New Construction

A) Any one building or structure	\$
B) All covered property at all locations (same as A unless otherwise noted)	\$

Remodeling

D) Renovations and improvements	\$	30,000
E) Existing buildings or structures	\$	120,000
F) Rate	\$	0.397
G) Premium	\$	596.00
H) Total Taxes and Surcharges (per attached endorsement)	\$	0.00

I) Total Fully Earned Policy Premium	\$	596.00
(minimum premium applicable)		

6. Deductible: ☐ \$500 ☒ \$1,000 ☐ \$2,500 ☐ \$5,000 ☐ Other

7. Forms Applicable To This Coverage Part:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

Countersigned: 4-27-18
Date

By: Julie Mattioli
Authorized Representative

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$129,500.00	05-02-2018	05-02-2038	50266	BUSI	3YR ARM	***	
References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.							

Borrower: TEZAK INVESTMENTS, LLC
310 E LINCOLNWAY SUITE A
VALPARASIO, IN 46383-0000

Lender: DeMotte State Bank
DeMotte State Bank
210 S Halleck St.
P. O. Box 400
DeMotte, IN 46310
(219) 987-4141

Principal Amount: \$129,500.00

Initial Rate: 6.000%

Date of Note: May 2, 2018

PROMISE TO PAY. TEZAK INVESTMENTS, LLC ("Borrower") promises to pay to DeMotte State Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of One Hundred Twenty-nine Thousand Five Hundred & 00/100 Dollars (\$129,500.00), together with interest on the unpaid principal balance from May 2, 2018, until paid in full.

PAYMENT. Subject to any payment changes resulting from changes in the Index, Borrower will pay this loan in 240 payments of \$927.78 each payment. Borrower's first payment is due June 2, 2018, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on May 2, 2038, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any late charges; then to any accrued unpaid interest; then to principal; and then to any unpaid collection costs. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an index which is the DeMotte State Bank Commercial Mortgage Rate (the "Index"). The Index is not necessarily the lowest rate charged by Lender on its loans and is set by Lender in its sole discretion. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower's request. The interest rate change will not occur more often than each three years (36 months). Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 6.000% per annum.** Interest on the unpaid principal balance of this Note will be calculated as described in the "INTEREST CALCULATION METHOD" paragraph using a rate equal to the Index, adjusted if necessary for any minimum and maximum rate limitations described below, resulting in an initial rate of 6.000% per annum based on a year of 360 days. **NOTICE:** Under no circumstances will the interest rate on this Note be less than 1.000% per annum or more than the lesser of 11.000% per annum or the maximum rate allowed by applicable law. Notwithstanding the above provisions, the maximum increase or decrease in the interest rate at any one time on this loan will not exceed 3.000 percentage points. Whenever increases occur in the interest rate, Lender, at its option, may do one or more of the following: (A) increase Borrower's payments to ensure Borrower's loan will pay off by its original final maturity date, (B) increase Borrower's payments to cover accruing interest, (C) increase the number of Borrower's payments, and (D) continue Borrower's payments at the same amount and increase Borrower's final payment.

INTEREST CALCULATION METHOD. Interest on this Note is computed on a 30/360 basis; that is, with the exception of odd days before the first full payment cycle, monthly interest is calculated by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by a month of 30 days. Interest for the odd days before the first full month is calculated on the basis of the actual days and a 360-day year. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: DeMotte State Bank, DeMotte State Bank, 210 S Halleck St., P. O. Box 400, DeMotte, IN 46310.**

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the regularly scheduled payment or \$13.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the total sum due under this Note will continue to accrue interest at the interest rate under this Note. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's property or Borrower's ability to repay this Note or perform Borrower's obligations under this Note or any of the related documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The dissolution of Borrower (regardless of whether election to continue is made), any member withdraws from Borrower, or any other termination of Borrower's existence as a going business or the death of any member, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help,

**PROMISSORY NOTE
(Continued)**

Loan No: 50266

Page 3

LENDER:

DEMOTTE STATE BANK

X
JENNIFER D HAMMONS, SVP/Mortgage Loan Officer

**PROMISSORY NOTE
(Continued)**

Loan No: 50266

Page 2

repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any guaranty of the indebtedness evidenced by this Note.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of this Note is impaired.

Insecurity. Lender in good faith believes itself insecure.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount. Under all circumstances, the Indebtedness will be repaid without relief from any Indiana or other valuation and appraisal laws.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including without limitation all attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

JURY WAIVER. Lender and Borrower hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by either Lender or Borrower against the other. (Initial Here _____)

GOVERNING LAW. This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Indiana without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Indiana.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Jasper County, State of Indiana.

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings, or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the indebtedness against any and all such accounts, and, at Lender's option, to administratively freeze all such accounts to allow Lender to protect Lender's charge and setoff rights provided in this paragraph.

COLLATERAL. Borrower acknowledges this Note is secured by MTG DATED 5-2-18 (308 LINCOLNWAY, VALPARAISO, IN 46383).

AGREEMENT TO PROVIDE INSURANCE. I agree to maintain and provide proof of insurance on the collateral described in the Promissory note. I will keep the property fully secured against all loss or damage by fire, theft, and such other hazards as Lender may require. The insurance will be on terms, including deductible provisions and endorsements, that are satisfactory to Lender. I understand I may obtain insurance from any insurance company I may choose that is reasonably acceptable to Lender. I will provide Lender with the original insurance policy, or other proof satisfactory to Lender of the insurance coverage, together with all endorsements required by Lender, including an endorsement naming Lender as the party to whom all losses will be paid.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

TEZAK INVESTMENTS, LLC

By: COPY

MICHAEL J. TEZAK , Member of TEZAK
INVESTMENTS, LLC

COMMERCIAL LEASE

AGREEMENT FOR LEASE ("Lease") made this 8th day of January 2018, by and between Tezak Investments, LLC, ("Landlord"), hereinafter called "Lessor", and NWI Media hereinafter called "Lessee".

WITNESSETH:

1. LEASED PREMISES

- (a) Lessor does hereby lease to Lessee, and Lessee hereby hires from Lessor, those premises known as 308 Lincolnway Valparaiso, County of Porter, State of Indiana
The premises consist of 2000+/- square feet.
- (b) Said premises shall be used as a photo and video studio and no other business or purpose without the written consent of Lessor.

2. RENT AND TERM

- (a) The term shall commence on the 1st day of March, 2018, and ending on the 28th day February 2023, at a fixed base rental rate of One Thousand Dollars Five Hundred (\$1500.00) per month, or Eighteen Thousand Dollars (\$18,000.00) annual, all of which Lessee agrees to pay to Lessor, without deduction or offset at such place as may be designated from time to time by Lessor.
- (b) The total rental shall be payable monthly, in advance, on the 1st day of each and every calendar month, beginning March 1, 2018.

(c) Concurrently with the execution of this Lease, Lessee has paid to Lessor the sum of (\$1,500) which Lessor shall hold as the "Security Deposit". Upon the expiration of the term of this Lease and the return of the demised Premises in its present condition, ordinary wear and tear excepted, Lessor shall return the Security Deposit to Lessee. Lessor may utilize the Security Deposit to repair or replace any damage done by the Lessee during the term of this Lease. Lessee may not use the Security Deposit as a substitute for the payment of the last month's rent due hereunder. In the event Lessee is delinquent in rent payments, however, the Security Deposit may be applied by the Lessor to any unpaid or delinquent rent.

3. POSSESSION

If Lessor, for any reason whatsoever, cannot deliver possession of the said Premises to Lessee at the commencement of the said term as hereinbefore specified, this Lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting therefrom; but in that event there shall be a proportionate deduction of rent covering the period between the commencement of the said term and time when Lessor can deliver possession.

4. USE OF PREMISES

The Lessee shall use the Premises for Photo and Video Studio.

Lessee shall not use or permit said Premises, or any part thereof, to be used for any

..... purpose or purposes other than the purpose or purposes for which the said Premise are hereby

leased; and no use shall be made or permitted to be made of the said Premises, nor acts done, which will increase the existing rate of insurance upon the building in which said Premises may be located, or cause a cancellation of any insurance policy covering said building, or any part thereof, nor shall Lessee sell, or permit to be kept, used, or sold, in or about said Premises, any article which may be prohibited by the standard form of fire insurance policies. Lessee shall not commit, or suffer to be committed, any waste upon the said Premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located, nor, without limiting the generality of the foregoing, shall Lessee allow said Premises to be used for any improper, immoral, unlawful or objectionable purpose. Lessee shall, at its sole cost and expense, comply with all of the requirement of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the said Premises, and shall faithfully observe in the use of the Premises all municipal ordinances and state and federal statutes now in force or which may hereafter be in force.

5. CONDITION AND SURRENDER OF PREMISES

- (a) Lessee agrees that the Premises are now in a tenantable and good condition and Lessee accepts the Premises "as is", to include attached work order or evidence or repair without warranties or representations of any kind by Lessor; that Lessee shall take good care of the premises and they shall not be altered or changed without the written consent of Lessor.
- (b) Lessee will promptly pay all bills for labor and materials in making repairs, improvements or alterations. Further, Lessee will not permit mechanic's liens to

be filed against the leased Premises for labor or materials furnished in making repairs or improvements. The application of any fixtures must be approved in advance by the Lessor. Any additions, modifications or improvements must be approved in advance by the Lessor.

6. FIXTURES AND PERSONAL PROPERTY

- (a) Fixtures: All additions, fixtures and improvements made or placed by Lessee to or on the Premises, except trade fixtures, shall immediately become and be the property of Lessor and shall remain on and be surrendered with the Premises as a part thereof at expiration of said term, by lapse of time or otherwise. If Lessor allows the Lessee to remove any fixtures, it will be done at Lessee's cost and expense, and the Premises will be returned to its condition before the application of such fixture.
- (b) Personal Property: All personal property in the Premises shall be at the risk of Lessee only, and Lessor shall not be liable for any damage, either to person or property, sustained by Lessee or other persons, due to the building or any part or appurtenance thereof, or machinery or appliances used in connection therewith, becoming out of repair or in defective condition, or arising from bursting or leaking of water, gas, sewer or steam pipes, or from any acts of negligence of employees, cotenants, or other occupants of the building, or any other person, or due to the happening of any accident in or about the building.

7. ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the Premises at any time during the term; and if Lessee shall abandon, vacate or surrender said Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned, at the option of Lessor, except such property as may be mortgaged to Lessor.

8. LESSOR'S NONLIABILITY AND INSURANCE

(a) Lessee, as a material part of the consideration to be rendered to Lessor under this Lease, hereby waives all claims against Lessor for damages to goods, wares and merchandise, in, upon or about said Premises and for injuries to persons in or about said Premise, from any cause arising at any time, and Lessee will hold Lessor exempt and harmless for and on account of any damage or injury to any person, or to the goods, wares and merchandise of any person, arising from the use of the Premises by Lessee, or arising from the failure of Lessee to keep the Premises in good condition as herein provided. Lessor shall not be liable to Lessee for any damage by or from any act or negligence of any cotenant or other occupant of the same building, or by any owner or occupant of adjoining or contiguous property. Lessee agrees to pay for all damage to the building, as well as all damage to tenants or occupants thereof caused by Lessee's misuse or neglect of said Premises, its apparatus or appurtenances.

..... (b) Lessee shall obtain public liability insurance with a company satisfactory to the
Lessor. The Lessor shall be named as an additional insured on said policy, and a

certificate of insurance shall be issued to the Lessor. Such insurance shall provide coverage in the minimum amounts of \$300,000.00 each person and \$500,000.00 each occurrence.

- (c) Lessee shall also be required to carry fire insurance on Lessee's contents in such amounts so as to cover the cost of replacing both the Lessee's personal property and the Lessor's personal property on the Premises.

9. ENTRY BY LESSOR

Lessee shall permit Lessor and its agents to enter into and upon said Premises at all reasonable times, upon prior reasonable notice and shall permit Lessor, at any time with in Ninety (90) days prior to the expiration of this Lease, to place upon the window and doors of said Premises any usual or ordinary "to let" or "to Lease" signs. Lessor and his agents may, during said last mentioned period, at reasonable hours, enter upon said Premises and exhibit the same to prospective tenants.

10. DESTRUCTION OF PREMISES

- (a) If during the term of this Lease the principal building on the demised Premises is totally destroyed from any cause without the fault to Lessee, this Lease shall become void.
- (b) In case any such building is damaged to the extent that it is wholly un-tenantable, Lessor may, at its option, terminate this Lease by giving Lessee written notice
..... thereof within ten (10) days after such damage.

(c) In case any such building is damaged to the extent that it is wholly un-tenantable, but Lessor does not terminate this Lease as above provided in paragraph 10(b), and if such damage is repairable within sixty (60) days from the date of damage, or in case any such building is damaged to an extent that it is not wholly un-tenantable, Lessor shall repair any such building with all reasonable speed, and for that purpose shall have the right to enter said Premises.

(d) In case any such building, without fault of Lessee, is damaged to the extent that it is wholly un-tenantable and if such damage is not repairable within sixty (60) days from the date of damage, Lessee may, at his option, terminate this Lease by giving Lessor written notice thereof within ten (10) days after such damage.

(e) In case any such building, without fault of Lessee, shall be destroyed or damaged, prepaid rent shall be refunded or credited in whole or in part, and future rent shall abate in whole or in part, as may be equitable under all the circumstances.

11. ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease, or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the aid Premises, or any portion thereof, without the written consent of Lessor first had and obtained, which shall not be unreasonably withheld.

12. BREACH AND REMEDIES

..... (a). Breach by Lessee: Either (a) the appointment of a receiver to take possession of all.
or substantially all of the assets of Lessee, or (b) a general assignment by Lessee for

the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act or (d) any violation of any covenant of this Lease shall constitute a breach of this by Lessee.

(b) Lessor's Remedies:

- (i) In the event of any breach of this Lease by Lessee, then Lessor, besides other rights or remedies it may have, shall have the immediate right to reenter and may remove all persons and property from the Premises: such property may be removed and stored in any other place in the building in which the demised Premises are situated, or in any other place, for the account of, and at the expense and at the risk of Lessee.
- (ii) Lessee hereby waives all claims for damages which may be caused by the reentry of Lessor and taking possession of the demised Premises or removing or storing the furniture and property as herein provided, and will save Lessor harmless from any loss, costs or damages occasioned Lessee thereby, and no such reentry shall be considered or construed to be a forcible entry.
- (iii) Should Lessor elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, re-let said Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may

deem advisable, with the right to make alterations and repairs to said Premises.

(iv) Rentals received by Lessor from such re-letting shall be applied: first, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor; second, to the payment of rent due and unpaid hereunder; third, to the payment of any cost of such re-letting; fourth, to the payment of the cost of any alterations and repairs to the Premises; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. Should such rentals received from such re-letting during any month be less than that agreed to be paid that month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly.

(v) No such reentry or taking possession of said Premises by Lessor shall be construed as an election on his part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach.

(vi) Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages

it may incur by reason of such breach, including the cost of recovering the Premises, and including the worth, at the time of such termination, of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term.

- (vii) The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or sub-tenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or sub-tenancies.
- (viii) In case suit shall be brought for an unlawful detainer of the said Premises, for the recovery of any rent due under the provisions of this Lease, or because of the breach of any other covenant herein contained, on the part of Lessee to be kept or performed, Lessee shall pay to Lessor reasonable attorney fees which shall be fixed by the court, and such attorney fees shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

13. MISCELLANEOUS

- (a) Notices: All notices to be given to Lessee may be given in writing personally or by deposition the same in the United States mail, postage prepaid, and

addressed to Lessee at the said Premises, whether or not Lessee has departed from, abandoned or vacated the Premises.

(b) Waiver: The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding a breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

(c) Holdover: If said Lessee holds possession of the said Premises after the term of this Lease, such Lessee shall become a tenant from month to month upon the terms herein specified, but at a monthly rental equal to twice the monthly rental at the time of breach, payable monthly in advance on the 1st day of each month, and shall continue to be such tenant until such tenancy shall be terminated by Lessor, or until Lessee shall have given to Lessor a written notice at least one month prior to the date of termination of such monthly tenancy of his intention to terminate such tenancy.

(d) Cumulative Remedies: It is understood and agreed that the remedies herein given to Lessor shall be cumulative, and the exercise of any one remedy by Lessor shall not be to the exclusion of any other remedy.

(e) Binding Effect: The covenants and conditions herein contained shall, subject to the provision as to assignment, apply to and bind the parties hereto, their heirs, successors, executors, administrators and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

(f) Time of Essence: Time is of the essence of this Lease.

(g) Utilities and Maintenance:

- (i) Lessee shall be responsible for payment of all natural gas and electric usage associated with the Premises. Lessee shall be solely responsible for the cost of installation, equipment, and service for any telephone or data service provided to the Premises. In the event the Premises share a utility meter with other rental units, Lessor shall bill Lessee for Lessee's proportional share of the utilities based on the ration of square feet of the Premises to square feet of leasable space assigned to the utility meter.
- (ii) Lessee shall be responsible for maintaining and repairing all windows in the leased Premises, regardless of the cause which makes the replacement or repair necessary.
- (iii) Further, Lessee shall, during the term of this Lease and any other holdover, make all repairs to the interior portions of the leased Premises necessary to maintain the Premises in good working order and repair. This shall include repairs to the water, sewer and drainage systems within the confines of the leased Premises. The obligation of

(j) Estoppel Certificate: Within ten (10) days following any written request which Lessor may make from time to time, Lessee shall execute and deliver to Lessor or any prospective Lessor or mortgagee or prospective mortgagee a sworn statement certifying:

- (i) The date of commencement of this Lease,
- (ii) The fact that this Lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications),
- (iii) The date to which the rent and other sums payable under this Lease have been paid,
- (iv) The fact that there are no current defaults under this Lease by either Lessor or Lessee except as specified in Lessee's statement, and
- (v) Such other matters requested by Lessor. Lessor and Lessee intend that any statement delivered pursuant to this Article may be relied upon by an mortgagee, beneficiary, purchaser of the building or any interest therein and Lessee shall be liable for all loss, cost or expense resulting from the failure of any sale or funding of any loan caused by any material misstatement contained in such estoppel certification.

(k) Nuisances: Lessee shall keep and preserve the Premises free from nuisance, and not use or permit the use of the Premises, or any part thereof, for any purpose forbidden by law or by this Lease. In case the rate of insurance on any building hereby demised or the building of which the demised Premises are a part, shall be increased by reason of the use of occupancy of the demised Premises, or any part thereof, by Lessee, either for the purpose for which same are hereby demised, or for any other purpose of use to which the same may be put by Lessee, Lessee shall upon demand pay forthwith to Lessor as additional rent hereunder, the increased insurance premium. But nothing herein contained shall be construed to permit the use of said demised Premises, or any part thereof, for any purpose except as hereinabove without the written consent of Lessor.

(l) Definitions: Whenever the word "Lessor" is used herein it shall be construed to include the heirs, executors, administrators, successors, assigns or legal representatives of Lessor; and the word "Lessee" shall include the heirs, executors, administrators, successors, assigns or legal representatives of Lessee; and the words "Lessor" and "Lessee" shall include the singular and plural, and the individual or business organization, subject always to the provisions herein contained as to assignment or subletting.

(m) Governing Law and Amendments: This Lease is governed by the laws of the State of Indiana and may only be modified by means of a written agreement signed and delivered by the parties.

(n) Landlord Improvements:

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

LESSOR:

BY Michael Agost 1/8/18

LESSEE:

gr 2 Jan 1/8/18

COMMERCIAL LEASE

AGREEMENT FOR LEASE ("Lease") made this 8th day of January 2018, by and between Tezak Investments, LLC, ("Landlord"), hereinafter called "Lessor", and Rolling Hills Vinyard Church ("Tenant") hereinafter called "Lessee".

WITNESSETH:

1. LEASED PREMISES

- (a) Lessor does hereby lease to Lessee, and Lessee hereby hires from Lessor, those premises known as 308 Lincolnway, Valparaiso, County of Porter, State of Indiana The premises consist of 200+/- square feet.
- (b) Said premises shall be used as an office and for no other business or purpose without the written consent of Lessor.

2. RENT AND TERM

- (a) The term shall commence on the 1st day of March 2018, and ending on the 28th day February, 2023, at a fixed base rental rate of Three Hundred Dollars (\$300.00) per month, or Three Thousand Six Hundred (\$3,600.00) annual, all of which Lessee agrees to pay to Lessor, without deduction or offset at such place as may be designated from time to time by Lessor. This covers (Water/Sewer and Outside Maintenance)
- (b) The total rental shall be payable monthly, in advance, on the 1st day of each and every calendar month, beginning March 1st 2018.

(c) Concurrently with the execution of this Lease, Lessee has paid to Lessor the sum of (0) which Lessor shall hold as the "Security Deposit". Upon the expiration of the term of this Lease and the return of the demised Premises in its present condition, ordinary wear and tear excepted, Lessor shall return the Security Deposit to Lessee. Lessor may utilize the Security Deposit to repair or replace any damage done by the Lessee during the term of this Lease. Lessee may not use the Security Deposit as a substitute for the payment of the last month's rent due hereunder. In the event Lessee is delinquent in rent payments, however, the Security Deposit may be applied by the Lessor to any unpaid or delinquent rent.

3. POSSESSION

If Lessor, for any reason whatsoever, cannot deliver possession of the said Premises to Lessee at the commencement of the said term as hereinbefore specified, this Lease shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting therefrom; but in that event there shall be a proportionate deduction of rent covering the period between the commencement of the said term and time when Lessor can deliver possession.

4. USE OF PREMISES

The Lessee shall use the Premises for Church Functions and Services.

Lessee shall not use or permit said Premises, or any part thereof, to be used for any purpose or purposes other than the purpose or purposes for which the said Premise are hereby leased; and no use shall be made or permitted to be made of the said Premises, nor acts done,

which will increase the existing rate of insurance upon the building in which said Premises may be located, or cause a cancellation of any insurance policy covering said building, or any part thereof, nor shall Lessee sell, or permit to be kept, used, or sold, in or about said Premises, any article which may be prohibited by the standard form of fire insurance policies. Lessee shall not commit, or suffer to be committed, any waste upon the said Premises, or any public or private nuisance, or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the demised premises may be located, nor, without limiting the generality of the foregoing, shall Lessee allow said Premises to be used for any improper, immoral, unlawful or objectionable purpose. Lessee shall, at its sole cost and expense, comply with all of the requirement of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the said Premises, and shall faithfully observe in the use of the Premises all municipal ordinances and state and federal statutes now in force or which may hereafter be in force.

5. CONDITION AND SURRENDER OF PREMISES

- (a) Lessee agrees that the Premises are now in a tenantable and good condition and Lessee accepts the Premises "as is", to include attached work order or evidence or repair without warranties or representations of any kind by Lessor; that Lessee shall take good care of the premises and they shall not be altered or changed without the written consent of Lessor.
- (b) Lessee will promptly pay all bills for labor and materials in making repairs, improvements or alterations. Further, Lessee will not permit mechanic's liens to be filed against the leased Premises for labor or materials furnished in making

repairs or improvements. The application of any fixtures must be approved in advance by the Lessor. Any additions, modifications or improvements must be approved in advance by the Lessor.

6. FIXTURES AND PERSONAL PROPERTY

(a) Fixtures: All additions, fixtures and improvements made or placed by Lessee to or on the Premises, except trade fixtures, shall immediately become and be the property of Lessor and shall remain on and be surrendered with the Premises as a part thereof at expiration of said term, by lapse of time or otherwise. If Lessor allows the Lessee to remove any fixtures, it will be done at Lessee's cost and expense, and the Premises will be returned to its condition before the application of such fixture.

(b) Personal Property: All personal property in the Premises shall be at the risk of Lessee only, and Lessor shall not be liable for any damage, either to person or property, sustained by Lessee or other persons, due to the building or any part or appurtenance thereof, or machinery or appliances used in connection therewith, becoming out of repair or in defective condition, or arising from bursting or leaking of water, gas, sewer or steam pipes, or from any acts of negligence of employees, cotenants, or other occupants of the building, or any other person, or due to the happening of any accident in or about the building.

7. ABANDONMENT OF PREMISES

Lessee shall not vacate or abandon the Premises at any time during the term; and if Lessee shall abandon, vacate or surrender said Premises, or be dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the Premises shall be deemed to be abandoned, at the option of Lessor, except such property as may be mortgaged to Lessor.

8. LESSOR'S NONLIABILITY AND INSURANCE

(a) Lessee, as a material part of the consideration to be rendered to Lessor under this Lease, hereby waives all claims against Lessor for damages to goods, wares and merchandise, in, upon or about said Premises and for injuries to persons in or about said Premise, from any cause arising at any time, and Lessee will hold Lessor exempt and harmless for and on account of any damage or injury to any person, or to the goods, wares and merchandise of any person, arising from the use of the Premises by Lessee, or arising from the failure of Lessee to keep the Premises in good condition as herein provided. Lessor shall not be liable to Lessee for any damage by or from any act or negligence of any cotenant or other occupant of the same building, or by any owner or occupant of adjoining or contiguous property. Lessee agrees to pay for all damage to the building, as well as all damage to tenants or occupants thereof caused by Lessee's misuse or neglect of said Premises, its apparatus or appurtenances.

..... (b) Lessee shall obtain public liability insurance with a company satisfactory to the
Lessor. The Lessor shall be named as an additional insured on said policy, and a

certificate of insurance shall be issued to the Lessor. Such insurance shall provide coverage in the minimum amounts of \$300,000.00 each person and \$500,000.00 each occurrence.

(c) Lessee shall also be required to carry fire insurance on Lessee's contents in such amounts so as to cover the cost of replacing both the Lessee's personal property and the Lessor's personal property on the Premises.

(d) The Lessee agrees to indemnify, release and hold Lessor harmless from any claims, damages or causes of action which may be asserted against the Lessor arising from the Premises or from Lessee's agents, invitees or employees unless such claim arises from Lessor's negligence.

9. ENTRY BY LESSOR

Lessee shall permit Lessor and its agents to enter into and upon said Premises at all reasonable times, upon prior reasonable notice and shall permit Lessor, at any time with in Ninety (90) days prior to the expiration of this Lease, to place upon the window and doors of said Premises any usual or ordinary "to let" or "to Lease" signs. Lessor and his agents may, during said last mentioned period, at reasonable hours, enter upon said Premises and exhibit the same to prospective tenants.

10. DESTRUCTION OF PREMISES

(a) If during the term of this Lease the principal building on the demised Premises is totally destroyed from any cause without the fault to Lessee, this Lease shall become void.

- (b) If at any time during the duration of this lease the basement area being rented is damaged by an ACT of GOD (Flooding, Fire, ETC) Cleanup and Restoration becomes tenants 100% responsibility. **Tezak Investments, LLC** will be free and clear from any and all legal action concerned with this situation.
- (c) In case any such building is damaged to the extent that it is wholly un-tenantable, Lessor may, at its option, terminate this Lease by giving Lessee written notice thereof within ten (10) days after such damage.
- (d) In case any such building is damaged to the extent that it is wholly un-tenantable, but Lessor does not terminate this Lease as above provided in paragraph 10(b), and if such damage is repairable within sixty (60) days from the date of damage, or in case any such building is damaged to an extent that it is not wholly un-tenantable, Lessor shall repair any such building with all reasonable speed, and for that purpose shall have the right to enter said Premises.
- (e) In case any such building, without fault of Lessee, is damaged to the extent that it is wholly un-tenantable and if such damage is not repairable within sixty (60) days from the date of damage, Lessee may, at his option, terminate this Lease by giving Lessor written notice thereof within ten (10) days after such damage.
- (f) In case any such building, without fault of Lessee, shall be destroyed or damaged, prepaid rent shall be refunded or credited in whole or in part, and future rent shall abate in whole or in part, as may be equitable under all the circumstances.

11. ASSIGNMENT AND SUBLETTING

Lessee shall not assign this Lease, or any interest therein, and shall not sublet the said Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the agents and servants of Lessee excepted) to occupy or use the said Premises, or any portion thereof, without the written consent of Lessor first had and obtained, which shall not be unreasonably withheld.

12. BREACH AND REMEDIES

(a) Breach by Lessee: Either (a) the appointment of a receiver to take possession of all or substantially all of the assets of Lessee, or (b) a general assignment by Lessee for the benefit of creditors, or (c) any action taken or suffered by Lessee under any insolvency or bankruptcy act or (d) any violation of any covenant of this Lease shall constitute a breach of this by Lessee.

(b) Lessor's Remedies:

(i) In the event of any breach of this Lease by Lessee, then Lessor, besides other rights or remedies it may have, shall have the immediate right to reenter and may remove all persons and property from the Premises: such property may be removed and stored in any other place in the building in which the demised Premises are situated, or in any other place, for the account of, and at the expense and at the risk of Lessee.

(ii) Lessee hereby waives all claims for damages which may be caused by the reentry of Lessor and taking possession of the demised Premises or removing or storing the furniture and property as herein provided, and will save Lessor harmless from any loss, costs or damages occasioned

Lessee thereby, and no such reentry shall be considered or construed to be a forcible entry.

- (iii) Should Lessor elect to reenter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, re-let said Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable, with the right to make alterations and repairs to said Premises.
- (iv) Rentals received by Lessor from such re-letting shall be applied: first, to the payment of any indebtedness, other than rent, due hereunder from Lessee to Lessor; second, to the payment of rent due and unpaid hereunder; third, to the payment of any cost of such re-letting; fourth, to the payment of the cost of any alterations and repairs to the Premises; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. Should such rentals received from such re-letting during any month be less than that agreed to be paid that month by Lessee hereunder, then Lessee shall pay such deficiency to Lessor. Such deficiency shall be calculated and paid monthly.

- (v) No such reentry or taking possession of said Premises by Lessor shall be construed as an election on his part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this Lease for such previous breach.
- (vi) Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the Premises, and including the worth, at the time of such termination, of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term.
- (vii) The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Lessor, terminate all or any existing subleases or sub-tenancies, or may, at the option of Lessor, operate as an assignment to it of any or all such subleases or sub-tenancies.
- (viii) In case suit shall be brought for an unlawful detainer of the said Premises, for the recovery of any rent due under the provisions of this

Lease, or because of the breach of any other covenant herein contained, on the part of Lessee to be kept or performed, Lessee shall pay to Lessor reasonable attorney fees which shall be fixed by the court, and such attorney fees shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted to judgment.

13. MISCELLANEOUS

- (a) Notices: All notices to be given to Lessee may be given in writing personally or by deposition the same in the United States mail, postage prepaid, and addressed to Lessee at the said Premises, whether or not Lessee has departed from, abandoned or vacated the Premises.
- (b) Waiver: The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding a breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.
- (c) Holdover: If said Lessee holds possession of the said Premises after the term of this Lease, such Lessee shall become a tenant from month to month upon the terms herein specified, but at a monthly rental equal to twice the monthly rental

at the time of breach, payable monthly in advance on the 1st day of each month, and shall continue to be such tenant until such tenancy shall be terminated by Lessor, or until Lessee shall have given to Lessor a written notice at least one month prior to the date of termination of such monthly tenancy of his intention to terminate such tenancy.

(d) Cumulative Remedies: It is understood and agreed that the remedies herein given to Lessor shall be cumulative, and the exercise of any one remedy by Lessor shall not be to the exclusion of any other remedy.

(e) Binding Effect: The covenants and conditions herein contained shall, subject to the provision as to assignment, apply to and bind the parties hereto, their heirs, successors, executors, administrators and assigns of all of the parties hereto; and all of the parties hereto shall be jointly and severally liable hereunder.

(f) Time of Essence: Time is of the essence of this Lease.

(g) Utilities and Maintenance:

(i) Lessee shall be responsible for payment of all natural gas and electric usage associated with the Premises. Lessee shall be solely responsible for the cost of installation, equipment, and service for any telephone or data service provided to the Premises. In the event the Premises share a utility meter with other rental units, Lessor shall bill Lessee for Lessee's proportional share of the utilities based on the ration of square feet of the Premises to square feet of leasable space assigned to the utility meter.

- (ii) Lessee shall be responsible for maintaining and repairing all windows in the leased Premises, regardless of the cause which makes the replacement or repair necessary.
- (iii) Further, Lessee shall, during the term of this Lease and any other holdover, make all repairs to the interior portions of the leased Premises necessary to maintain the Premises in good working order and repair. This shall include repairs to the water, sewer and drainage systems within the confines of the leased Premises. The obligation of the Lessee pursuant to this subsection shall extend to all ordinary as well as extra-ordinary repairs and replacements, foreseen as well as unforeseen. When used in this subsection, the term "repair" shall include replacements when necessary.
- (iv) The lessor shall be responsible for repairs to the heating and air conditioning systems and equipment, as well as major repairs to the roof of the leased Premises except when such repairs are made necessary as a result of the negligence of the Lessee, its agents or employees, or in the failure of Lessee to comply with any provision of the Lease, in which case the Lessee shall be responsible for such repairs.

(h) Late Payment: In the event Lessee is five (5) days or more late in the payment of any rental due hereunder, a fee of One Hundred Dollars (\$100.00) shall be charged which shall be due and payable in addition to the monthly rent. The

acceptance of a late payment and late payment fee shall not constitute a waiver of Lessor's rights of recovery or right to terminate this Lease.

(i) Taxes: Lessor shall pay all taxes and assessments, if any, on the building and land payable during the time of this Lease. Lessee shall pay any personal property taxes associated with Lessee's property.

(j) Estoppel Certificate: Within ten (10) days following any written request which Lessor may make from time to time, Lessee shall execute and deliver to Lessor or any prospective Lessor or mortgagee or prospective mortgagee a sworn statement certifying:

- (i) The date of commencement of this Lease,
- (ii) The fact that this Lease is unmodified and in full force and effect (or, if there have been modifications hereto, that this Lease is in full force and effect, as modified, and stating the date and nature of such modifications),
- (iii) The date to which the rent and other sums payable under this Lease have been paid,
- (iv) The fact that there are no current defaults under this Lease by either Lessor or Lessee except as specified in Lessee's statement, and
- (v) Such other matters requested by Lessor. Lessor and Lessee intend that any statement delivered pursuant to this Article may be relied upon by an mortgagee, beneficiary, purchaser of the

building or any interest therein and Lessee shall be liable for all loss, cost or expense resulting from the failure of any sale or funding of any loan caused by any material misstatement contained in such estoppel certification.

- (k) Nuisances: Lessee shall keep and preserve the Premises free from nuisance, and not use or permit the use of the Premises, or any part thereof, for any purpose forbidden by law or by this Lease. In case the rate of insurance on any building hereby demised or the building of which the demised Premises are a part, shall be increased by reason of the use of occupancy of the demised Premises, or any part thereof, by Lessee, either for the purpose for which same are hereby demised, or for any other purpose of use to which the same may be put by Lessee, Lessee shall upon demand pay forthwith to Lessor as additional rent hereunder, the increased insurance premium. But nothing herein contained shall be construed to permit the use of said demised Premises, or any part thereof, for any purpose except as hereinabove without the written consent of Lessor.
- (l) Definitions: Whenever the word "Lessor" is used herein it shall be construed to include the heirs, executors, administrators, successors, assigns or legal representatives of Lessor; and the word "Lessee" shall include the heirs, executors, administrators, successors, assigns or legal representatives of Lessee; and the words "Lessor" and "Lessee" shall include the singular and plural, and the individual or business organization, subject always to the provisions herein contained as to assignment or subletting.

(m) Governing Law and Amendments: This Lease is governed by the laws of the State of Indiana and may only be modified by means of a written agreement signed and delivered by the parties.

(n) Landlord Improvements:

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

LESSOR:

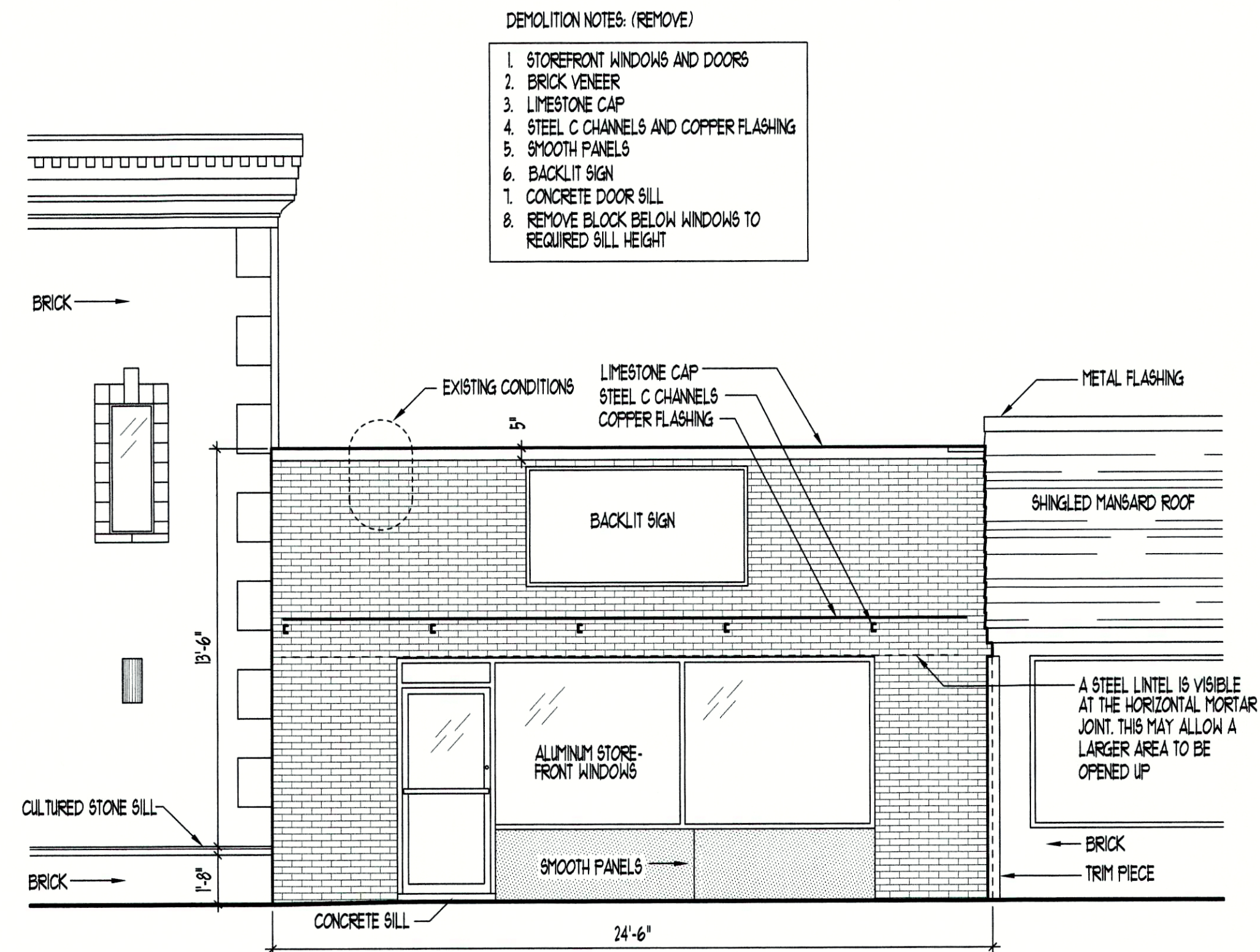
BY Michael Tzou 1/8/18

LESSEE:

Mar M... 1/8/18

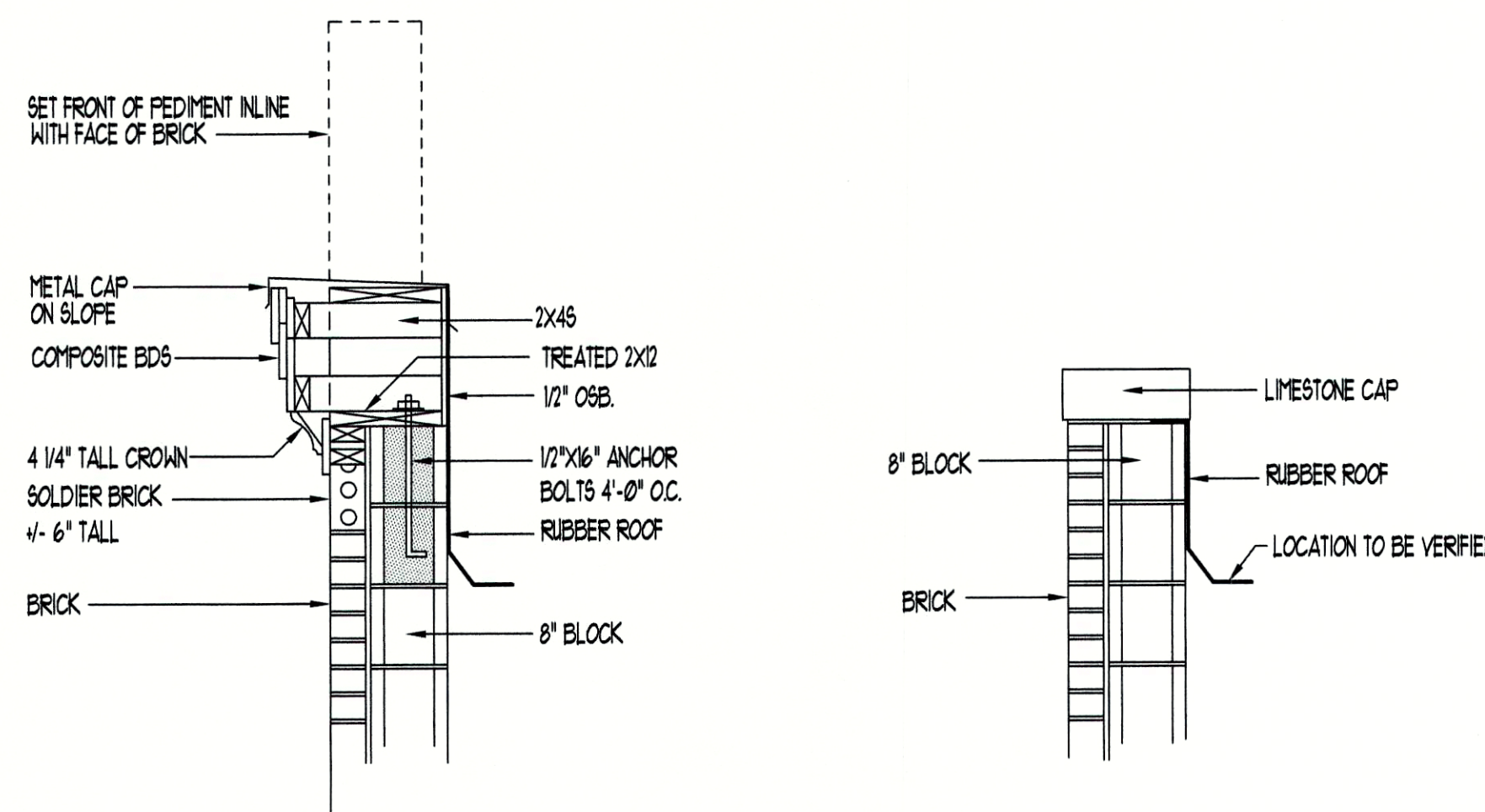


EXISTING NORTH ELEVATION PHOTOGRAPH



EXISTING NORTH ELEVATION

SCALE: 1/4" = 1'-0"

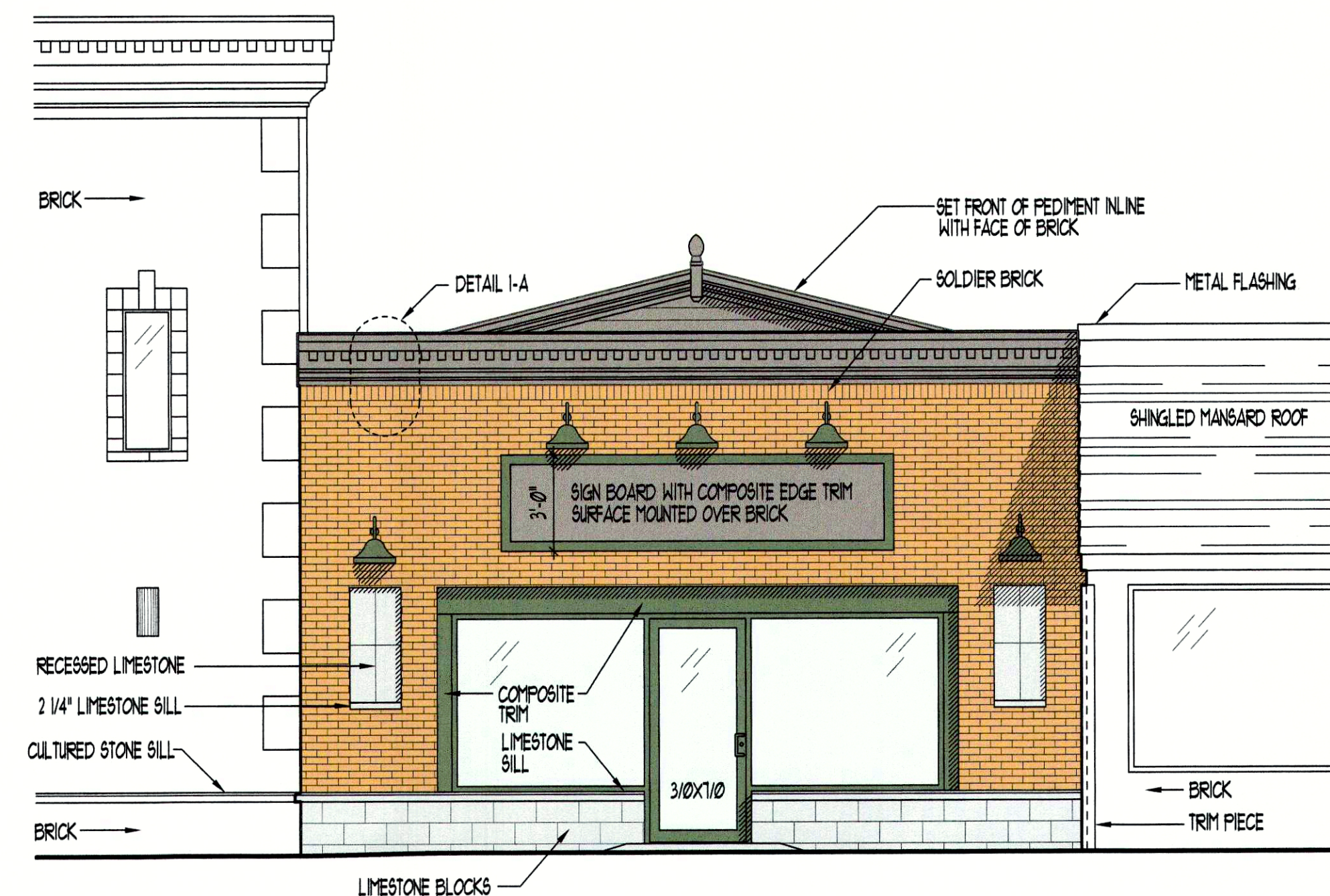


DETAIL I-A

SCALE: 3/4" = 1'-0"

EXISTING CONDITIONS

SCALE: 3/4" = 1'-0"



PROPOSED NORTH ELEVATION

SCALE: 1/4" = 1'-0"

NO.	DATE	DESCRIPTION

--

REALTY EXECUTIVES
300 LINCOLNWAY VALPARAISO, INDIANA
NEW ELEVATIONS
APPROVED BY:

STEPHEN PEASE-ARCHITECT
702 EAST LINCOLNWAY, VALPARAISO 219-464-7957

--

PROJECT NO.
FILE NAME: REAL.es30color
DRAWN BY: KDW
DATE: 1-19-18
SCALE: 1/4"=1'-0"
COPYRIGHT 2018 All rights reserved by: STEPHEN PEASE-ARCHITECT

SHEET
1

Valparaiso Façade Improvement Program



Grace Chapel

VALPARAISO FAÇADE IMPROVEMENT PROGRAM

Application Form

1. Applicant Information

NAME: Kevin Gerdt

ADDRESS OF PROPERTY TO BE IMPROVED:

157 Lafayette Street, Valparaiso, IN 46383

NAME OF BUSINESS: Gracel Chapel Inc. of Valparaiso

TAX ID#/SOCIAL SECURITY #: [REDACTED]

HOME ADDRESS: 2704 McCord Rd., Valparaiso, IN 46383

BUSINESS PHONE: 219-462-3996 HOME PHONE: [REDACTED]

FAX: 219-548-3926 EMAIL: k_gerdt@yahoo.com

2. Project Information

BUILDING LOCATION: 157 Lafayette Street, Valparaiso, IN 46383

BUSINESS(ES) LOCATED IN BUILDING:

Church

BUILDING AGE: Built 1935 BUILDING LOCATED IN HISTORIC DISTRICT? Yes

BUILDING ZONED AS: C-3 PIN NUMBER: [REDACTED]

OWNER OF RECORD: Grace Chapel Inc. - President/Pastor - Kevin Gerdt

IF LEASED: Lease Expires N/A Renewal Term N/A



3. Project Description

Describe in detail the proposed scope of work including design firm and/or contractor(s) selected. In describing project, be sure to differentiate between interior renovations vs. exterior façade improvements to be undertaken. Use separate sheet(s) if necessary.

See attached sheet

Anticipated Construction

Start Date: 9/2018 Completion Date: 10/2018 Total Project Cost: \$150,000

4. Mortgage Information

Is there a current Mortgage on the property: YES _____ NO X

If YES, Holder of Mortgage

Date of Mortgage: _____

Original Amount: _____ Current Balance: _____

Are there any other loans, liens, deed restrictions on the property:

YES _____ NO X

If YES, please list:

5. Building Information

Will project result in a change of use for the building? YES _____ NO X

Uses of the building after completion of the façade project:

1st Floor:

Grace Chapel : Valparaiso Façade Improvement Program

Project Description:

1. **Windows** – replace all (100%) of the window in the church building with a commercial quality storefront window that will have a dark bronze anodized finish with optimal strength and improved thermal performance. All glass will be 1 inch insulated gray tint with the church sanctuary having a translucent frosted glass.
2. **Exit Doors (exterior)** – replace exit doors (Monroe Street) with new dark bronze aluminum heavy gauge doors which includes panic hardware for easy exit.
3. **Lighting** – façade highlight lighting controlled by light sensor photocell for building night-time illumination.
4. **Wall** – cleaning and power washing the outside brick and limestone that has been tuck-pointed.

Fellowship Hall, Classrooms

2nd Floor:

Worship - sanctuary

3rd Floor:

Other:

6. Other Required Documentation

- a. Property deed with legal description of property
- b. Proof that all property taxes are paid and current
- c. Proof of property and liability insurance
- d. Signed mortgage note
- e. Copies of any leases associated with property
- f. Project budget
- g. Two (2)-contractor quotes/construction bids for total façade project
- h. Photographs of proposed project site

I/We certify that all information set forth in this application is a true representation of the facts pertaining to the subject property for the purpose of obtaining funding under the Valparaiso Façade Improvement Program. I understand and acknowledge that any willful misrepresentation of the information contained in this application could result in disqualification from the program, requiring any funds already disbursed to be repaid in full to the City of Valparaiso.

The applicant further certifies that he/she has read and understands the Valparaiso Façade Improvement Program Guidelines. If a determination is made by the Planning Commission that program funds have not been used for eligible program activities, the Applicant agrees that the proceeds shall be returned, in full, to the City of Valparaiso and acknowledges that, with respect to such proceeds so returned, he/she shall have no further interest, right, or claim. It is understood that all Valparaiso Façade Improvement Program funding commitments are contingent upon the availability of program funds.



Signed this 25th day of May, 20 18

By: Kevin Gerdt

Grace Chapel Inc. - President/Pastor - Kevin Gerdt

Project Score Sheet

All projects are to be scored by the applicant based on the project score criteria.

Eligible Improvements	Exit Doors	Painting	Shutters and Awnings	Signs	Stairs, Porches, Railings	Legal Non-Confor Sign	Wall Repair	Arch. Detail	Windows	Roofs	Walkways	Landscaping	Lighting	
Points Allowed	1	1	1	1	1/2	2	1	1	1	1/2	1/2	1/2	1	
Applicants Score	1						1		1				1	4
Staff Score														
														Total Points Required /4

A minimum of 4 points are required for projects to be eligible for the Main Corridor Façade Program. The following eligible improvements are worth one point each; Exit Doors, Painting, Shutters, Awnings, Signs, Wall Repair, Windows, Architectural Detail or Ornamentation and Lighting. Stairs, Porches, Railings, Exits, Roofs, Walkways, and landscaping shall be worth ½ point each. The removal of a legal non-conforming sign shall be worth two points. Sign scoring shall be limited to a maximum of two points. The applicant shall score the project based on the criteria eligible improvements on page 3 of the façade program description. City staff will review the applicant's scores to ensure that the criteria is met for the minimum required 4 points.

120-87-3
THIS FORM HAS BEEN APPROVED BY THE INDIANA STATE BAR ASSOCIATION FOR USE BY LAWYERS ONLY. THE SELECTION OF A FORM OF INSTRUMENT, FILLING IN BLANK SPACES, STRIKING OUT PROVISIONS AND INSERTION OF SPECIAL CLAUSES, CONSTITUTE THE PRACTICE OF LAW AND MAY ONLY BE DONE BY A LAWYER.

Mail tax bills to: **BOOK 376 PAGE 546**

WARRANTY DEED

157 Lafayette St.
Valparaiso, Indiana 46383

This Indenture witnesseth that FIRST CHURCH OF THE NAZARENE OF

VALPARAISO, INDIANA, an Indiana corporation

of Porter

County in the State of Indiana

Convey and warrant to

GRACE NEW TESTAMENT CHURCH, INC.,
an Indiana corporation

of Porter

County in the State of Indiana

for and in consideration of Ten Dollars and other good and valuable consideration,
the receipt whereof is hereby acknowledged, the following Real Estate in Porter County
in the State of Indiana, to wit:

Lot 8 in Block 26 and Lots 5 and 6 in Block 27 in the
Original Survey of the town, now City of Valparaiso,
as per plat thereof, recorded in Deed Record "A",
page 13, in the Office of the Recorder of Porter
County, Indiana.

Subject to all taxes.

GRANTOR STATES THAT THERE IS NO INDIANA GROSS INCOME TAX DUE OR PAYABLE
WITH THIS TRANSACTION.

DULY ENTERED FOR TAXATION

MAR 5 1987

Richard L. Jordan
NOTARY PUBLIC PORTER COUNTY

State of Indiana, PORTER County, ss:

Before me, the undersigned, a Notary Public in and for said County
and State, this 29th day of SEPT. 1983
personally appeared: RICHARD L. JORDAN, Pastor

and DONALD K. JOHNSON,

Secretary,

Dated this 29th day of SEPT. 1983

FIRST CHURCH OF THE NAZARENE OF
VALPARAISO, INDIANA

BY: *Richard L. Jordan* Seal
RICHARD L. JORDAN, Pastor

BY: *Donald K. Johnson* Seal
DONALD K. JOHNSON, Secretary



STATE OF INDIANA
OFFICE OF THE SECRETARY OF STATE

CERTIFICATE OF AMENDMENT

OF
GRACE CHAPEL, INC.

To Whom These Presents Come, Greeting:

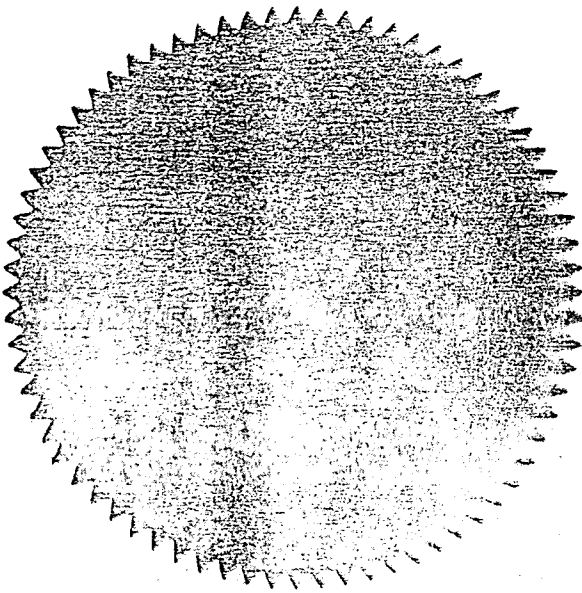
I, EDWIN J. SIMCOX, Secretary of State of Indiana, hereby certify that

GRACE NEW TESTAMENT CHURCH, INC.

a corporation duly organized and existing under the laws of the State of Indiana, has this day filed in the office of the Secretary of State, Articles of Amendment showing an amendment to the articles of incorporation of said company, in accordance with the Indiana General Not-For-Profit Corporation Act (approved March 7, 1935) / ~~THE INDIANA NOT-FOR-PROFIT CORPORATION ACT OF 1971 (XX XX XX)~~

WHEREAS, upon due examination, I find that they conform to law:

NOW, THEREFORE, I, EDWIN J. SIMCOX, Secretary of State, hereby certify that I have this day endorsed my approval upon all copies of Articles so presented, and, having received the fees required by law, have filed one copy of the Articles in this office and returned the remaining copies bearing the endorsement of my approval to the Corporation.



In Witness Whereof, I have hereunto set my hand and affixed

the seal of the State of Indiana, at the City of Indianapolis,

this 7th day of

June, 19 82

Edwin J. Simcox

EDWIN J. SIMCOX, Secretary of State

By John M. Tracy

Deputy

COPIES
Executed Copies to Secretary of
Room 155, State House, Indianapolis,
Indiana 46204.

FILING FEE is \$26.00

APPROVED
AND
FILED

JUN 07 1982


SECRETARY OF STATE OF INDIANA

State Form 4161
Corporate Form No. 364-2 (Sept.-1980)
ARTICLES OF AMENDMENT (Amending Indi-
vidual Articles Only)

Prescribed by Edwin J. Simcox, Secretary
of State of Indiana

ARTICLES OF AMENDMENT
OF THE
ARTICLES OF INCORPORATION
OF

Grace Chapel, Inc.

The undersigned officers of Grace Chapel, Inc.
(hereinafter referred to as the "Corporation") existing pursuant to the provisions of: (Check appropriate box)

- ☐ The Indiana Not-For-Profit Corporation Act of 1971 (I.C. 23-7-1.1), as amended, or
☐ Indiana General Not-For-Profit Corporation Act (approved March 7, 1935)

(hereinafter referred to as the "Act"), desiring to give notice of corporate action effectuating amendment of its Articles of
Incorporation certify the following facts:

ARTICLE I
AMENDMENT(S)

SECTION 1.

The date of incorporation of the corporation is: July 19, 1967

SECTION 2.

The name of the corporation following this amendment to the Articles of Incorporation is:

GRACE NEW TESTAMENT CHURCH, INC.

SECTION 3.

The exact text of Article(s) 1 of the Articles of Incorporation now
is as follows: The name of the corporation is Grace New Testament
Church, Inc.

ARTICLE II Manner of Adoption and Vote

Section 1. Action by Directors (select appropriate paragraph).

(a) ~~The Board of Directors of the Corporation, at a meeting thereof, duly called, constituted and held on~~
~~_____ 19 _____, at which a quorum of such Board of Directors was present, duly adopted a~~
~~resolution proposing to the Members of the Corporation entitled to vote in respect of the Amendments that the~~
~~provisions and terms of Article(s) _____ of its Articles of Incorporation be amended so as to~~
~~read as set forth in the Amendments; and called a meeting of such Members, to be held _____,~~
~~19 _____, to adopt or reject the Amendments, unless the same were so approved prior to such date by~~
~~unanimous written consent.~~

(b) By written consent executed on September 13, 19 81, signed by all of the members of the
Board of Directors of the Corporation, a resolution was adopted proposing to the Members of the Corporation
entitled to vote in respect of the Amendments, that the provisions and terms of Articles of its Articles of Incor-
poration be amended so as to read as set forth in the Amendments, and a meeting of such Members was called
to be held _____, 19 _____, to adopt or reject the Amendments, unless the same were so approved
prior to such date by unanimous written consent.

Section 2. Action by Members (select appropriate paragraph).

(a) ~~The Members of the Corporation entitled to vote in respect of the Amendments, at a meeting thereof, duly called,~~
~~constituted and held on _____, 19 _____, at which a quorum of such members was present,~~
~~adopted the Amendments.~~

The number of Members entitled to vote in respect of the Articles of Amendment, the number of Members voted in favor of the adoption of the Amendments, and the number of Members voted against such adoption are as follows:

Total

Members entitled to vote:

Members voted in favor:

Members voted against:

(b) By written consent executed on Sept. 13, 19 81, signed by all members of the Corporation entitled to vote in respect of the Amendments, the Articles of Amendment were adopted by the Members of the Corporation.

SECTION 3. Compliance With Legal Requirements

The manner of the adoption of the Articles of Amendment and the vote by which they were adopted, constitute full legal compliance with the provisions of the Act, the Articles of Incorporation, and the By-Laws of the Corporation.

IN WITNESS WHEREOF, the undersigned officers execute these Articles of Amendment of the Articles of Incorporation of the Corporation, and certify to the truth of the facts herein stated, this 13 day of Sept., 1981.

RICHARD TISON (Signature) PASTOR

(Printed Signature)

CARL ROPP, ELDER

President or Vice President

DANIEL BONTRAGER ELDER

(Printed Signature)

WALTER DOUGHERTY, ELDER

Secretary or Assistant Secretary

STATE OF INDIANA

COUNTY OF PORTER } ss.

I, the undersigned, a Notary Public duly commissioned to take acknowledgements and administer oaths in the State of Indiana, certify that RICHARD TISON, CARL ROPP, ~~xxxx~~ ~~XXXXXXXXXXXXXXXXXXXX~~ and DANIEL BONTRAGER, and ~~xx~~ ~~WALTER DOUGHERTY~~ ~~XXXXXXXXXXXXXXXXXXXX~~ the officers executing the foregoing Articles of Amendment of the Articles of Incorporation, personally appeared before me, acknowledged the execution thereof, and swore or attested to the truth of the facts therein stated.

Witness my hand and Notarial Seal this 13th day of September, 19 81.

(Written signature)

DAVID A. FOELBER

(Printed Signature)

NOTARY PUBLIC

My Commission Expires:

October 11, 1985

My County of Residence is:

PORTER

MINUTES OF MEETING OF BOARD OF DIRECTORS OF GRACE CHAPEL, INC.

On or about the 13th day of September, 1981 the members of the Board of Directors, by their written consent evidenced below, adopted the following resolution to submit to the members of Grace Chapel, Inc. for their approval:

BE IT RESOLVED that the name of Grace Chapel, Inc. be changed to Grace New Testament Church, Inc.

Richard Tison
RICHARD TISON

Daniel Bontrager
DANIEL BONTRAGER

Carl Ropp
CARL ROPP

Walter Dougherty
WALTER DOUGHERTY



INDIANA DEPARTMENT OF REVENUE
INDIANA GOVERNMENT CENTER NORTH INDIANAPOLIS, INDIANA 46204
NOT-FOR-PROFIT TAX REGISTRATION CERTIFICATE
(THIS CERTIFICATE MAY NOT BE USED TO COLLECT SALES TAX)

FORM IT-35E, STATE FORM 753
Corr ID: 0000003110631

DATE ISSUED
07/29/2000

TAXPAYER ID NO.
[REDACTED]

GRACE NEW TESTAMENT CHURCH
157 LAFAYETTE ST
VALPARAISO, IN 46383-5521



ORGANIZATION WHOLLY EXEMPT FROM
PAYMENT OF GROSS INCOME TAX



ORGANIZATION PARTIALLY EXEMPT
FROM PAYMENT OF GROSS INCOME TAX

SALES TAX EXEMPT

(Detach Here)

This Taxpayer Identification Number may be used in making purchases exempt from sales tax, provided the merchandise is to be used for purposes as explained in Information Bulletin 10. This Taxpayer Identification Number may be used on Sales Tax Exemption Certificates (ST-105) when making qualified purchases.

I. Purchases by Not-For-Profit Organizations

A. Purchases for own use.

In order to qualify for Sales Tax exemption on purchases as a not-for-profit organization, the following conditions must prevail:

1. The organization must be named or described in I.C. 6-21-3-19, 6-21-3-20, 6-21-3-21, 6-21-3-22. This includes organizations organized and operated exclusively for one or more of the following purposes:

Religious	Fraternal	Literary
Charitable	Educational	Civic
Scientific		

2. Also included are the following specifically named not-for-profit organizations:

Labor Unions	Public Schools
Licensed Hospitals	Parochial Schools
Churches	Pension Trusts
Monasteries	Business Leagues
Convents	Student Cooperative Housing

3. The article purchased must be used for the same purpose as that for which the organization is being exempted. Purchases for the private benefit of any member of the organization or for any other individual are not eligible for exemption. Purchases used for social purposes are never exempt.
4. The fact that an organization is being exempted by the Federal Government or by the State of Indiana for Income Tax purposes does not necessarily mean that a purchase made by a not-for-profit organization is exempt.

B. Purchase for resale

Tangible personal property purchased for resale by not-for-profit organizations is eligible for Sales Tax exemption.

C. Purchases by social organizations

Purchases of tangible personal property by organizations organized and operated predominantly for social purposes are not exempt. If over fifty percent (50%) of its expenditures are for, or related to, social activities such as food and beverage services, golf courses, swimming pools, dances, parties, and other social activities, the organization will be considered to be predominantly organized and operated for social purposes.

If the organization has been classified as a social organization or a water corporation, this Taxpayer Identification Number MAY NOT be used for exemption from sales tax on items purchased for the purpose of the organization.



64-09-24-353-000-004

General Information

Parcel Number
64-09-24-353-007-000-004
Local Parcel Number
01-090000646

Tax ID:

Routing Number

Property Class 686
Exempt, Church, Chapel, Mosque,

Year: 2017

Location Information

County Porter
Township CENTER TOWNSHIP
District 004 (Local 001)
VALPARAISO (CENTER)
School Corp 6560
VALPARAISO COMMUNITY
Neighborhood 01H
COMM--CENTER LINCOLNWAY:M
Section/Plat 24
Location Address (1)
157 S LAFAYETTE ST
VALPARAISO, IN 46383

CHURCH GRACE NEW TESTAM

Ownership

CHURCH GRACE NEW TESTAMENT
157 LAFAYETTE ST
VALPARAISO, IN 46383

157 S LAFAYETTE

Transfer of Ownership

Date 01/01/1900
Owner CHURCH GRACE NE

686, Exempt, Church, Chapel, Mosque,

Doc ID Code Book/Page Adj Sale Price

WD / \$0

COMM--CENTER LINCOLN

Notes

2/27/2012 General: TCL: PER REASSESSMENT
NO CHANGE
6/20/1995 : GCM, 6911 SQ FT, 376 L/F, PAR 5.

Valuation Records (Work In Progress values are not certified values and are subject to change)

Assessment Year	2017	2016	2015	2014	2013
Reason For Change	WIP	AA	AA	AA	AA
As Of Date	03/22/2017	06/17/2016	06/18/2015	06/18/2014	06/22/2013
Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod
Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000
Notice Required	☐	☒	☒	☒	☒
Land	\$105,600	\$105,800	\$102,500	\$101,000	\$108,900
Land Res (1)	\$0	\$0	\$0	\$0	\$0
Land Non Res (2)	\$0	\$0	\$0	\$0	\$0
Land Non Res (3)	\$105,600	\$105,800	\$102,500	\$101,000	\$108,900
Improvement	\$264,200	\$265,800	\$257,500	\$258,500	\$256,300
Imp Res (1)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0
Imp Non Res (3)	\$264,200	\$265,800	\$257,500	\$258,500	\$256,300
Total	\$369,800	\$371,600	\$360,000	\$359,500	\$365,200
Total Res (1)	\$0	\$0	\$0	\$0	\$0
Total Non Res (2)	\$0	\$0	\$0	\$0	\$0
Total Non Res (3)	\$369,800	\$371,600	\$360,000	\$359,500	\$365,200

Land Data (Standard Depth: Res 100', CI 100')

Land Type	Pricing Method	Soil ID	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infl. %	Res Elig	Market Factor	Value
Fci	F		0	66x132	1.00	\$1,600	\$1,600	\$105,600	0%	0%	1.0000	\$105,600

Land Computations

Calculated Acreage	0.20
Actual Frontage	0
Developer Discount	☐
Parcel Acreage	0.20
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	0.20
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	\$0
CAP 1 Value	\$0
CAP 2 Value	\$0
CAP 3 Value	\$105,600
Total Value	\$105,600

Market Model
2017 CENTER COMMERCIAL IMP

Characteristics

Topography Level ☐
Flood Hazard ☐
ERA ☐
Public Utilities All ☐
Streets or Roads Paved ☐
TIF ☐
Neighborhood Life Cycle Stage Static

Printed Saturday, July 1, 2017
Review Group

Data Source N/A
Collector

Appraiser

General Information				
Occupancy	C/I Building	Pre. Use	General Office	
Description	C/I BUILDING	Pre. Framing	Wood Joist	
Story Height	1	Pre. Finish	Finished Divided	
Type	N/A			

	SB	B	1	U
Wall Type		2(376')		
Heating		6911 sqft	6911 sqft	
A/C		6911 sqft	6911 sqft	
Sprinkler				

Plumbing RES/CI		Roofing	
#	TF	#	TF
Full Bath	0	0	0
Half Bath	0	0	0
Kitchen Sinks	0	0	0
Water Heaters	0	0	0
Add Fixtures	0	10	10
Total	0	0	10

Exterior Features	
Description	Value
Canopy, Shed Type	\$600
Stoop, Masonry	\$2,800
Canopy, Shed Type	\$600
Stoop, Masonry	\$2,800

Special Features	
Description	Value
Sub-Total (all floors)	\$1,034,508
Racquetball/Squash	\$0
Theater Balcony	\$0
Plumbing	\$16,000
Other Plumbing	\$0
Special Features	\$0
Exterior Features	\$6,800

Summary of Improvements				
Description	Res Eligible	Year Built	Eff Age	Base Rate
1: C/I BUILDING	0%	1935	82 A	

Floor/Use Computations				
Pricing Key	GCM	GCM		
Use	GENOFF	THEATRE		
Use Area	6911 sqft	6911 sqft		
Area Not in Use	0 sqft	0 sqft		
Use %	100.0%	100.0%		
Eff Perimeter	376'	376'		
PAR	5	5		
# of Units / AC	-1	-1		
Avg Unit szldph	-1	-1		
Floor	B	1		
Wall Height	12'	20'		
Base Rate	\$66.74	\$100.64		
Frame Adj	(\$9.32)	(\$12.03)		
Wall Height Adj	\$3.66	\$0.00		
Dock Floor	\$0.00	\$0.00		
Roof Deck	\$0.00	\$0.00		
Adj Base Rate	\$61.08	\$88.61		
BPA Factor	1.00	1.00		
Sub Total (rate)	\$61.08	\$88.61		
Interior Finish	\$0.00	\$0.00		
Partitions	\$0.00	\$0.00		
Heating	\$0.00	\$0.00		
A/C	\$0.00	\$0.00		
Sprinkler	\$0.00	\$0.00		
Lighting	\$0.00	\$0.00		
Unit Finish/SR	\$0.00	\$0.00		
GCK Adj.	\$0.00	\$0.00		
S.F. Price	\$61.08	\$88.61		
Sub-Total	\$0.00	\$0.00		
Unit Cost	\$0.00	\$0.00		
Elevated Floor	\$0.00	\$0.00		
Total (Use)	\$422,124	\$612,384		

Building Computations				
Sub-Total (all floors)	\$1,034,508	Garages	\$0	
Racquetball/Squash	\$0	Fireplaces	\$0	
Theater Balcony	\$0	Sub-Total (building)	\$1,057,308	
Plumbing	\$16,000	Quality (Grade)	\$1,110,174	
Other Plumbing	\$0	Location Multiplier	1.07	
Special Features	\$0	Repl. Cost New	\$1,187,885	
Exterior Features	\$6,800			

Summary of Improvements				
Sub-Total (all floors)	\$1,034,508	Garages	\$0	
Racquetball/Squash	\$0	Fireplaces	\$0	
Theater Balcony	\$0	Sub-Total (building)	\$1,057,308	
Plumbing	\$16,000	Quality (Grade)	\$1,110,174	
Other Plumbing	\$0	Location Multiplier	1.07	
Special Features	\$0	Repl. Cost New	\$1,187,885	
Exterior Features	\$6,800			

64-09-24-353-000-004

General Information
Parcel Number
64-09-24-353-006.000-004
Local Parcel Number
01-090000647

Tax ID:
6
Routing Number

CHURCH GRACE NEW TESTAM
CHURCH GRACE NEW TESTAMENT
157 S LAFAYETTE ST
VALPARAISO, IN 46383

155 LAFAYETTE ST

686, Exempt, Church, Chapel, Mosque,

COMM--CENTER L

1/2

Ownership
Date
01/01/1900
Owner
CHURCH GRACE NE

Transfer of Ownership

Doc ID Code Book/Page Adj Sale Price Vli
WD / \$0 I

Notes

2/27/2012 General: TCL: PER REASSESSMENT
NO CHANGE
2/9/2010 : PARKING LOT FOR GRACE
TESTAMENT CHURCH

Legal
O S N1/2 LOTS 5 & 6 BLK 27

Property Class 686
Exempt, Church, Chapel, Mosque

Year: 2017

Location Information

County Porter
Township CENTER TOWNSHIP
District 004 (Local 001)
VALPARAISO (CENTER)
School Corp 6560
VALPARAISO COMMUNITY

Neighborhood 01H
COMM--CENTER LINCOLNWAY:M

Section/Plat
24

Location Address (1)
155 LAFAYETTE ST
VALPARAISO, IN 46383

Zoning

Subdivision
ORIGINAL SURVEY

Lot
5-6

Market Model
2017 CENTER COMMERCIAL IMP

Characteristics
Topography Level ☐
Flood Hazard ERA ☐
Public Utilities All ☐
Streets or Roads Paved ☐
TIF ☐
Neighborhood Life Cycle Stage
Static
Printed

Saturday, July 1, 2017
Review Group

Data Source N/A

Appraiser

Collector

Exempt

Valuation Records (Work In Progress values are not certified values and are subject to change)

Assessment Year	2017	2017	2017	2016	2015	2014	2013
Reason For Change	WIP	AA	AA	AA	AA	AA	AA
As Of Date	03/22/2017	05/12/2017	06/17/2016	06/18/2015	06/18/2014	06/22/2013	
Valuation Method	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	Indiana Cost Mod	
Equalization Factor	1.0000	1.0000	1.0000	1.0000	1.0000	1.0000	
Notice Required	☐	☒	☒	☒	☒	☒	☒
Land	\$105,600	\$105,600	\$105,800	\$102,500	\$101,000	\$108,900	
Land Res (1)	\$0	\$0	\$0	\$0	\$0	\$0	
Land Non Res (2)	\$0	\$0	\$0	\$0	\$0	\$0	
Land Non Res (3)	\$105,600	\$105,600	\$105,800	\$102,500	\$101,000	\$108,900	
Improvement	\$4,500	\$4,500	\$4,600	\$4,400	\$4,400	\$4,300	
Imp Res (1)	\$0	\$0	\$0	\$0	\$0	\$0	
Imp Non Res (2)	\$0	\$0	\$0	\$0	\$0	\$0	
Imp Non Res (3)	\$4,500	\$4,500	\$4,600	\$4,400	\$4,400	\$4,300	
Total	\$110,100	\$110,100	\$110,400	\$106,900	\$105,400	\$113,200	
Total Res (1)	\$0	\$0	\$0	\$0	\$0	\$0	
Total Non Res (2)	\$0	\$0	\$0	\$0	\$0	\$0	
Total Non Res (3)	\$110,100	\$110,100	\$110,400	\$106,900	\$105,400	\$113,200	

Land Data (Standard Depth: Res 100', CI 100')

Land Type	Pricing Method	Soil Fci	Act Front.	Size	Factor	Rate	Adj. Rate	Ext. Value	Infli. %	Res Market Elig %	Factor	Value
Fci	F		0	66x132	1.00	\$1,600	\$1,600	\$105,600	0%	0%	1.0000	\$105,600

Land Computations

Calculated Acreage	0.20
Actual Frontage	0
Developer Discount	☐
Parcel Acreage	0.20
81 Legal Drain NV	0.00
82 Public Roads NV	0.00
83 UT Towers NV	0.00
9 Homesite	0.00
91/92 Acres	0.00
Total Acres Farmland	0.20
Farmland Value	\$0
Measured Acreage	0.00
Avg Farmland Value/Acre	0.0
Value of Farmland	\$0
Classified Total	\$0
Farm / Classified Value	\$0
Homesite(s) Value	\$0
91/92 Value	\$0
Supp. Page Land Value	\$0
CAP 1 Value	\$0
CAP 2 Value	\$0
CAP 3 Value	\$105,600
Total Value	\$105,600

General Information

Occupancy Paving

Description PAVING, ASPHALT

Story Height 0

Style N/A

Finished Area

Make

Floor Finish

☐ Earth

☐ Slab

☐ Sub & Joint

☐ Wood

☐ Parquet

☐ Tile

☐ Carpet

☐ Unfinished

☐ Other

Wall Finish

☐ Plaster/Drywall

☐ Paneling

☐ Fiberboard

☐ Unfinished

☐ Other

Roofing

☐ Built-Up

☐ Wood Shingle

☐ Metal

☐ Asphalt

☐ Other

☐ Slate

☐ Tile

Exterior Features

Plumbing

TF

Full Bath

Half Bath

Kitchen Sinks

Water Heaters

Add Fixtures

Total

Accommodations

Bedrooms

Living Rooms

Dining Rooms

Family Rooms

Total Rooms

Heat Type

Description

Area

Value

Specialty Plumbing

Count

Value

Sub-Total, One Unit

Sub-Total, 1 Units

Exterior Features (+)

Garages (+) 0 sqft

Quality and Design Factor (Grade)

Location Multiplier

Replacement Cost

\$0

\$0

\$0

\$0

19,001.00

1.07

\$20,330

Summary of Improvements

Description

Res Eligibl

Story Height

Year Built

Year

Eff Age

Eff Co nd

Base Rate

LCM

Adj Rate

RCN

Size

Norm Dep

Remain. Value

Abn Obs

PC

Nbhd

Mrkt

Improv Value

1: PAVING, ASPHALT

0%

1

1970

1970

47

A

\$2.50

1.07

\$2.50

\$20,330

7600 sqft

80%

\$4,070

0%

100%

1.00

1.1121

\$4,500

Total all pages

Total this page

\$4,500

\$4,500

This declaration form together with any forms and endorsements indicated under item 9 constitutes the entire contract between the parties. This declaration replaces and supersedes any preceding numbered declarations bearing the same policy number.

Policy No. Transaction Effective Agent County
04/20/2017

1. Named Insured and Mailing Address

GRACE CHAPEL INC OF VALPARAISO
DBA GRACE CHAPEL
157 S LAFAYETTE ST
VALPARAISO IN 46383-3521

First Mortgagee (Name and Address)

2. Policy Term: From: 02/04/2017 To: 02/04/2018 at 12:01 a.m. Standard Time at location of described premises

3. Location of Premises

01 157 LAFAYETTE ST VALPARAISO IN 46383-3521

4. The Named Insured is: INSTITUTION

(Church)

5. SCHEDULE OF PROPERTY INSURANCE APPLIES ONLY WITH RESPECT TO THOSE COVERAGES AND PROPERTY FOR WHICH A LIMIT OF INSURANCE IS SHOWN

Prem. No.	Bldg. No.	Limits of Insurance	Valuation	Coverage	Earthquake coverage applies if % deductible is shown
0001	0001	\$1,829,473	RC	ONE STORY NON COMBUSTIBLE BUILDING AND CONTENTS	

Deductible \$250 unless otherwise stated \$1000

Automatic Increase Real Property 3%

☐ Mine Subsidence - See form Church 15

Unless otherwise stated in the Schedule of Property, the following Additional Coverages and Coverage Extensions apply for the limit shown below.

	inside	outside		
Money and Securities	\$5,000	\$5,000	Forgery & Alteration	\$5,000
Employee Dishonesty		\$15,000	Ordinance or Law Coverages 2 & 3	\$50,000
Valuable Papers and Records		\$10,000	Newly Acquired Buildings and Personal Property	\$500,000
Backup of Sewers and Drains		\$10,000	Personal Property Off Premises	\$15,000
Maintenance and Service Buildings		\$5,000	Outdoor Trees, Shrubs & Plant (up to \$1,000 ea.) max	\$10,000
Fire Department Service Charge		Actual Cost	Spoilage	Actual Cost
Debris Removal		\$50,000	Fine Arts	\$5,000
Church Income Incl. Extra Exp. & Civil Authority		\$25,000	Personal Effects of Clergy	\$15,000
Money Order & Counterfeit Paper Currency		\$5,000	Personal Effects of Others	\$2,500

6. Liability Insurance Limits

General Aggregate Limit (other than Products-Completed Operations)	\$ 3,000,000	
Products-Completed Operations Aggregate Limit	\$ 3,000,000	
Personal and Advertising Injury Limit	\$ 1,000,000	
Each Occurrence Limit	\$ 1,000,000	
Fire Legal Liability Limit	\$ 100,000	any one fire
Medical Expenses Limit	\$ 5,000	any one person
Sexual Misconduct Limit	\$ 500,000	any one person
	\$ 500,000	aggregate

7. The following options apply if checked:

☒ Hired/Nonowned Auto	☐ Excess Medical - Day Care	☐ Excess Medical - Students	☐ Cemetery Professional
☒ Clergy Professional	☒ Excess Medical - Organized Sports	☒ Directors & Officers Liability	

8. ☐ If this box is checked, Church Bus Coverage applies. See attached Church Bus Declarations Page

9. Forms and Endorsements Applicable in addition to Forms
See Forms Inventory

10. Premium Annual Premium
\$ 4,291.00

Issued Date: 05/03/2017



225 South East Street • P.O. Box 1250 • Indianapolis, IN 46206-1250

Mailer Page

GRACE CHAPEL INC OF VALPARAISO
DBA GRACE CHAPEL
157 S LAFAYETTE ST
VALPARAISO IN 46383-3521

Commercial Building Valuation Report

2/04/2016

INSURED

Grace Chapel Inc
157 Lafayette St
Valparaiso, IN 46383

Effective Date:

Expiration Date:

Cost as of: 09/2015

BUILDING

Church
same
46383

SECTION 1**SUPERSTRUCTURE**

Occupancy:	100% Church, Basic	Story Height: 12 ft.
Construction Type:	100% Joisted Masonry (ISO 2)	Number of Stories: 1
Gross Floor Area:	13,822 sq. ft.	Irregular Adjustment: None
Construction Quality:	2 - Average	
Year Built:	1935	

SUMMARY OF COSTS**User Specified****Reconstruction****Exclusion****SUPERSTRUCTURE**

Site Preparation		3,735
Foundations	95,443	139,305
Foundation Wall		
Interior Foundations		
Slab On Ground		
Exterior	571,445	
Structural Floor		
Roof		
Interior	294,474	
Floor Finish		
Ceiling Finish		
Partitions		
Mechanicals	363,022	20,072
Heating		
Cooling		
Fire Protection		
Electrical		
Built-ins	405,089	

TOTAL RC SECTION 1

\$1,729,473

\$163,112

MS/B costs include labor and material, normal profit and overhead as of date of report. Costs represent general estimates which are not to be considered a detailed quantity survey. These costs include generalities and assumptions that are common to the types of structures represented in the software.

Commercial Building Valuation Report

2/04/2016

TOTAL RC BUILDING	Church	\$1,729,473	\$163,112
--------------------------	---------------	--------------------	------------------

	Reconstruction	sq. ft.	\$/sq. ft.
VALUATION GRAND TOTAL	\$1,729,473	13,822	\$125.12

MS/B costs include labor and material, normal profit and overhead as of date of report. Costs represent general estimates which are not to be considered a detailed quantity survey. These costs include generalities and assumptions that are common to the types of structures represented in the software.

GRACE CHAPEL FINANCIAL REPORT

	2015	2016	2017		2018
	Actual	Actual	Budget	Actual	Budget
BEGINNING BALANCE	187,942	250,642	319,037	319,037	349,805
INCOME:					
General Fund	194,326	226,165	240,000	245,743	255,000
Building Fund	18,630	6,595	0	5,520	39,000
Missions	23,594	3,485	0	10,297	10,000
Benevolence	423	1,973	0	2,250	0
Interest			0	62	
TOTAL INCOME	236,973	238,218	240,000	263,872	304,000
EXPENSES:					
Capital:					
Roof & HVAC	2,160	4,000	0	3,000	190,000
Other (Furniture)	399	1,615	0	828	
Windows			0	0	120,000
Interior/Exterior Repairs			10,000	0	20,000
Doors & Wall			3,000	3,840	10,000
Decorating & painting			2,400	0	
	2,559	5,615	15,400	7,668	340,000
Salaries & Benefits:					
Kevin	66,000	68,615	70,700	70,700	73,000
Life Ins	0	1,081	1,100	1,081	1,081
IRA	5,000	5,500	5,500	5,500	5,500
Health Ins	9,980	9,980	10,000	9,980	9,980
Chris	0	0	16,000	18,461	35,000
Health Ins.	0	0	2,650	1,320	2,640
IRA	0	0	2,000	2,000	2,000
Anna	11,800	12,267	12,600	12,600	13,100
Sue	5,400	5,508	5,800	5,800	6,100
Taxes: SS & Medicare	1,316	1,360	2,700	1,408	1,469
Total Salaries & Benefits	99,496	104,311	129,050	128,850	149,870
General Operating:					
General Operating	2,375	2,364	3,195	2,139	2,200
On-line Giving Fees	0	0	440	389	350
Liability & WorkCom.Ins.	4,733	4,759	5,000	5,488	5,730
Building Maintenance	1,336	2,522	3,000	1,757	1,200
Office supplies	2,086	2,233	2,500	1,658	1,700
Children's Ministry & Nursery	1,948	2,545	3,500	2,223	4,000
Lunch & Kitchen	2,635	3,093	3,500	2,780	2,900
Sympathy, Flowers, etc.	522	701	800	593	600
Software & Technologies	0	25	500	300	850
Library	79	191	300	0	250

GRACE CHAPEL FINANCIAL REPORT

					2015	2016	2017		2018
					Actual	Actual	Budget	Actual	Budget
Pastor Lunch Ministry	463	703	750	784	750	750	784	750	750
Youth & Family Ministry	965	2,180	4,000	3,762	3,500	4,000	3,762	3,500	3,500
Congregational Care	0	0	2,000	553	2,000	2,000	553	2,000	2,000
Education & Conferences	941	0	4,000	3,681	4,000	4,000	3,681	4,000	4,000
Worship Ministry	365	365	365	365	1,365	365	365	1,365	1,365
Men's Ministry					1,000			1,000	1,000
Women's Ministry	0	0	0	0	1,000	0	0	1,000	1,000
Total General Operating					18,448	21,681	33,850	26,471	33,395
Utilities:									
Gas	2,526	1,932	3,000	2,322	2,400	3,000	2,322	2,400	2,400
Electric	4,300	3,549	4,500	4,071	4,000	4,500	4,071	4,000	4,000
Telephone, Internet & TV	2,192	2,476	2,500	2,261	2,327	2,500	2,261	2,327	2,327
Garbage	2,123	2,251	2,200	655	723	2,200	655	723	723
Water	1,428	1,504	1,500	1,569	1,443	1,500	1,569	1,443	1,443
Total Utilities					12,569	11,712	13,700	10,879	10,893
Missions:									
Cuba		1,793	2,000	2,000	2,000	2,000	2,000	2,000	2,000
First Contact		5,193	5,600	7,546	5,500	5,600	7,546	5,500	5,500
Jorge Borbon		2,513	5,600	5,600	5,500	5,600	5,600	5,500	5,500
Sarah Michalec - Costa Rica		0	0	0	2,000	0	0	2,000	2,000
Cyndi Bontrager - Dominican Republic		0	0	0	2,000	0	0	2,000	2,000
Life on Life		2,113	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Men's Shelter		1,679	2,000	1,029	1,800	2,000	1,029	1,800	1,800
Misc. & Benevolence		843	5,100	5,564	4,000	5,100	5,564	4,000	4,000
NWI Women's Center		1,913	3,000	3,000	3,000	3,000	3,000	3,000	3,000
PATH		1,593	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Time to Revive-NWI (Evangelism)		0	0	0	1,000	0	0	1,000	1,000
Time to Revive-General		1,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Art & Judy Heilmann- TTR		593	4,000	4,000	4,000	4,000	4,000	4,000	4,000
Richard Tison		1,793	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Behold Israel-Amir Tsarfati		0	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Youth for Christ		1,593	1,000	1,000	1,000	1,000	1,000	1,000	1,000
Every Child Ministries		0	3,000	3,000	3,000	3,000	3,000	3,000	3,000
Guest Ministers		400	700	200	200	700	200	200	200
Total Missions Budget	15,685	23,019	48,000	48,939	51,000	48,000	48,939	51,000	51,000
Missions (From Income)	25,516	3,485	0	10,297	11,000	0	10,297	11,000	11,000
Total Missions	41,201	26,504	48,000	59,236	62,000	48,000	59,236	62,000	62,000
TOTAL EXPENSES					174,273	169,823	240,000	233,104	596,158
ENDING BALANCE					250,642	319,037	319,037	349,805	57,647
PRIOR YEAR CHG.					62,700	68,395	0	30,768	-292,158

Munster Glass LLC
9386 Calument ave
Munster, IN 46321
219-836-1870
munsterglassllc@yahoo.com

05/04/2018

Jeff

157 Lafayette St.

Valparaiso, IN

Dear Jeff:

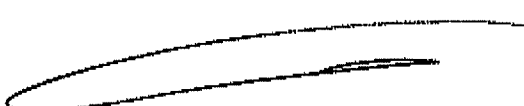
I am pleased to send you this estimate, as you requested. I'm sure you will find our prices competitive.

Thank you for your interest in our company. If you need any further information, please call me. I will be glad to assist you any way I can.

We are ready to fulfill your order as soon as you give the word.

Sincerely,

Sam Mikhail



Munster Glass LLC

9386 Calument ave

Munster, IN 46321

219-836-1870

munsterglassllc@yahoo.com

Estimate

Number: E241

Date: May 04, 2018

Bill To:

Jeff
 Grace Cjaple church
 157 Lafayette St.
 Valporaiso,, IN 219-916-6899

Ship To:

Jeff
 Grace Cjaple church
 157 Lafayette St.
 Valporaiso,, IN 219-916-6899

PO Number	Terms	Project
	30 Days	storefront & glass

Specialist	Description	Tax	Amount
55	6600 FT of Punch Opening Removing all exist Aluminum, steel frames and glass from opening, and replacing it with bronze aluminum, U.S Aluminum series IT451 Thermally improved storefront, with 1" glazing thermal pane units, 70% of glass of Bronz on clear, and 30% Etched on clear.		96,000.00
108	glass 1" unite bronz on clear and etched on clear		
1	Demo all existing including dispose of all old glass and frames Equipment rental Left		
2	Double sets of bronze aluminum doors replaced with 1" glass units with panic bars labor	84 X 109	9,450.00 28,500.00
Sub-Total			\$133,950.00
State Tax 7.00% on 0.00			0.00
Total			\$133,950.00

MEYER GLASS & MIRROR CO., INC.

202 W HARRISON STREET
P.O. BOX 8687
MICHIGAN CITY, IN 46361

Proposal

Grace Chapel

May 16, 2018

Total: \$124,800.00

The undersigned proposes to furnish all materials and perform all labor necessary to complete the following:

1. Remove and replace all windows in building.
2. Aluminum framing for window to be 2" x 4 1/2" thermally broken.
3. All windows to be fixed.
4. Aluminum framing finish to be dark bronze.
5. Glass to be 1" OA Velour etch and 1" OA bronze tint insulated.
6. (2) Pair of doors to have manufacturer standard hardware.
7. Perimeter caulking is included.
8. Sales tax, city permits, asbestos abatement, or any interior finish plaster or carpentry work are not included in proposal.

Exclusions/Qualifications:

1. No final cleaning or washing
2. No replacement of broken glass unless caused by MGM
3. No demolition, board ups or barricades
4. Work to be performed during normal working hours M-F 7:00 – 3:30
5. No special or field testing, mock ups, structural calculations or PE stamp
6. All terms and conditions of this proposal are to become an integral part of the contract

All of the above work to be completed in a substantial and workmanlike manner for the sum of _____.
(\$ _____) Dollars

The entire amount of contract to be paid within per contract days after completion.

Any alteration or deviation from the above specifications involving extra cost of material or labor will only be executed upon written orders for same, and will become an extra charge over the sum mentioned in this contract. All changes must be made in writing.

The contractor agrees to carry Workmen's Compensation and Public Liability Insurance, also to pay all Sales Taxes, Old Age Benefit and Unemployment Compensation Taxes on the material and labor furnished under this contract, as may be required by the United States Government and the State in which this work is performed.

Respectfully submitted,

Scott White

ACCEPTANCE

You are hereby authorized to furnish all materials and labor required to complete the work mentioned in the above proposal, for which the undersigned agrees to pay the amount mentioned in said proposal, and according to the terms thereof.

Date _____ 20____

1-800-345-1635

J.W.WERNTZ & SON INC.
WERNTZ SUPPLY / WERNTZ GLASS
1002 KERR ST. SOUTH BEND IN. 46601 574-232-4881, FAX 233-7051

03/21/2018 revised

Proposal for GLASS AND GLAZING

Project: **Grace Chapel Valparaiso Indiana.**

Attn. Colleen Johnston-Hatami

We propose to furnish and install the following:

For 55 window units. Tubelite T14000 storefront 2" x 4 1/2". ~~Dark Bronze anodized finish.~~

Glass to be 1" insulated. Clear lowE exterior and Velour interior. Velour glass is ~~Translucent Frosted.~~

Total square foot of windows is approximately 1,100 sq ft.

Includes the following:

Removal of existing windows.

Dumpster for demolition material.

Installation of new storefront fixed windows.

Insulated glass. Tempered where required by code.

Exterior aluminum trim around windows.

Sealants exterior and interior.

~~Shop drawings.~~

→ 7 operable windows at East elevation.

Allowance for the Electric utility to provide protection for power lines. We have an allowance of \$450.00 for this work. This may change.

Excludes:

Building permit. We are bonded and insured contractors. However, We have not yet determined the cost associated with the required building permit.

Provision for landscape repair. We have not determined how much damage will be done by the boom lifts used for demolition and installation of windows.

We exclude sales tax.

We anticipate being able to use the Building electrical and restroom facilities.

We anticipate that we would be able to use parking areas for on site storage containers.

\$ 145,150.00

One hundred forty five thousand one hundred and fifty dollars.

Add for ~~Gray tint insulated~~ glass in lieu of Clear insulated glass. Add \$ 2,950.00

Sincerely,
Patrick Werntz

~~621-680-9338~~

J.W.WERNTZ & SON INC.
WERNTZ SUPPLY / WERNTZ GLASS

1002 KERR ST. SOUTH BEND IN. 46601 574-232-4881, FAX 233-7051

04/18/2018

Proposal for GLASS AND GLAZING
Project: Grace Chapel Valparaiso Indiana.
Attn. Richard Huttinger.

Dear Richard.

We propose to furnish and install the following:

For two window units. 85" x 106" and 147" x 206". Tubelite T14000 storefront 2" x 4 1/2" Dark Bronze anodized finish.

Glass to be 1" insulated. Clear lowE exterior and Velour interior. Velour glass is Translucent Frosted.

Total square foot of windows is approximately 273 sq ft.

Includes the following:

Removal of existing windows.

Dumpster for demolition material.

Installation of new storefront fixed windows.

Insulated glass. Tempered where required by code.

Exterior aluminum trim around windows.

Sealants exterior and interior.

Shop drawings.

~~no phone chase~~

Excludes:

Building permit. We are bonded and insured contractors. However, We have not yet determined the cost associated with the required building permit.

Provision for landscape repair. We have not determined how much damage will be done by the boom lifts used for demolition and installation of windows.

We exclude sales tax.

We anticipate being able to use the Building electrical and restroom facilities.

We anticipate that we would be able to use parking areas for on site storage containers.

\$ 18,000.00

Sincerely,
Patrick Werntz

Sales tax excluded.



Quote Number: 38723

Quote Date: 5/4/2018

Job Number:

Quoted To: Grace Chapel
157 Lafayette St.
Valparaiso, IN 46383

Job Address: Grace Chapel
157 Lafayette St.
Valparaiso, IN 46383

Contact:	Jeff	Phone:	(219) 916-6899	Fax:	(708) 000-0000	Cell:	(708) 000-0000
Job Contact:	Jeff	Good Thru:	06/03/2018	Job Phone:	(219) 916-6899	Sales Rep:	Charles 01

Qty	Description	Unit Price	Extension
1.00	Supply and Install Forty-Eight (48) New Fixed Storefront Window Units and One (1) Steel Commercial Entry Door for Phase I of Church Project Installation to include: - Remove existing steel frame windows and any interior storm windows plus frames - Oldcastle Building Envelope Series 3000 Thermal Multiplane System - Thermally broken members with polyurethane thermal breaks - Factory dark bronze anodized finish - Custom fabricated units and exterior sills - Set and anchor frames into the openings - Seal frames to brick and block using masonry adhesive caulk - 2-inch x 4-1/2-inch screw spline and shear block assembly - 1-inch architectural insulated LoE energy efficient tempered safety glass - Velour glass features obscured finish - Remove existing ground floor level commercial steel door - 16-gauge welded steel frame - 18-gauge steel door slab - Factory primed grey (to be painted by others) - Standard rim panic device with no external cylinder or pull handle - 10-inch x 10-inch window kit featuring tempered safety glass - Grade I, 3-Stage hydraulic closer - Perimeter weatherstrip and rubber door sweep - Perform Daily Cleanup and dispose of any job related debris Job Notes: Requires 50% deposit with signed contract, balance due upon completion. Estimated length of installation to take approximately six (6) days to facilitate Preferred Window and Door to provide all necessary equipment needed during install Installation as per agreement	\$89,992.65	\$89,992.65

Sales Rep: _____ Date: _____

ACCEPTANCE: Purchaser authorizes delivery and agrees to accept and pay for the products and services described above ("Products"). Balance is due upon substantial completion. Purchaser agrees to pay service charge of 1.5% per month on all unpaid accounts, plus costs of collection including reasonable attorney's fees.

Purchaser: _____ Date: _____

Sub-Total	\$89,992.65
Sales Tax	\$0.00
TOTAL	\$89,992.65
Down Payment	
Balance	

RIGHT TO CANCEL If this agreement was solicited in your residence and you do not want the goods or services, you may cancel this Agreement by mailing a notice of cancellation to Preferred Window and Door Inc. This notice must be mailed before midnight on the third business day after you sign this agreement

PURCHASER AGREES that it is nearly certain that, should Purchaser cancel this agreement after the expiration of any applicable statutory cancellation period and after Preferred has ordered the goods, that, Preferred would be damaged, accordingly

Purchaser agrees that in such circumstances, in Preferred's sole discretion, Purchaser's down payment shall be forfeited to Preferred, not as a penalty for breach of this agreement, but as liquidated damages. In a situation when actual damages exceed the down payment amount the purchaser will be responsible to reimburse Preferred for any additional cost incurred due to cancellation



Quote Number: 38724

Quote Date: 5/4/2018

Job Number:

Quoted To: Grace Chapel
157 Lafayette St.
Valparaiso, IN 46383

Job Address: Grace Chapel
157 Lafayette St.
Valparaiso, IN 46383

Contact: Jeff	Phone: (219) 916-6899	Fax: (708) 000-0000	Cell: (708) 000-0000
Job Contact: Jeff	Good Thru: 06/03/2018	Job Phone: (219) 916-6899	Sales Rep: Charles 01

Qty	Description	Unit Price	Extension
1.00	Supply and Install Two (2) New Storefront Systems, Two (2) New Pairs of Doors with Transoms and Seven (7) Aluminum Double Pair Single Hung Windows for Phase II of Church Project Installation to include: - Remove existing storefront system on south facing wall including door and frames - Oldcastle Building Envelope Series 3000 Thermal Multiplane System - Thermally broken members with polyurethane thermal breaks - Factory dark bronze anodized finish - Custom fabricated units - Set and anchor frames into the openings - Seal frames to brick and block using masonry adhesive caulk - 2-inch x 4-1/2-inch screw spline and shear block assembly - 1-inch architectural insulated LoE energy efficient tempered bronze tinted safety glass - Remove existing storefront doors and frames from inner/outer vestibule - New Oldcastle aluminum storefront door system with transom - 1/4" bronze tinted tempered safety glass in doors and transoms - 1.75" x 4.5" extruded aluminum - Narrow stiles dark bronze finish - Doors mounted on 1.5 pair butt hinges - Perimeter weatherstrip, door sweeps, aluminum thresholds - Grade 1, 3-stage door closer with drop plate (dark bronze finish) - Remove seven (7) existing window units from east and north walls - Seven (7) Gerkin 5900 series double pair single hung units dark bronze finish - 2-3/8" Thermally broken frame with polyethylene seal pads - 5/8-inch bronze tinted insulated LoE Argon high energy annealed glass - Perform daily cleanup and dispose of all job related debris Job Notes: Requires 50% deposit with signed contract, balance due upon completion. Estimated length of installation to take approximately four (4) days to facilitate Preferred Window and Door to provide all necessary equipment needed during install Installation as per agreement	\$53,811.47	\$53,811.47

Sales Rep: _____ Date: _____

ACCEPTANCE: Purchaser authorizes delivery and agrees to accept and pay for the products and services described above ("Products"). Balance is due upon substantial completion. Purchaser agrees to pay service charge of 1.5% per month on all unpaid accounts, plus costs of collection including reasonable attorney's fees.

Purchaser: _____ Date: _____

Sub-Total	\$53,811.47
Sales Tax	\$0.00
TOTAL	\$53,811.47
Down Payment	
Balance	

RIGHT TO CANCEL If this agreement was solicited in your residence and you do not want the goods or services, you may cancel this Agreement by mailing a notice of cancellation to Preferred Window and Door Inc. This notice must be mailed before midnight on the third business day after you sign this agreement

PURCHASER AGREES that it is nearly certain that, should Purchaser cancel this agreement after the expiration of any applicable statutory cancellation period and after Preferred has ordered the goods, that, Preferred would be damaged, accordingly

Purchaser agrees that in such circumstances, in Preferred's sole discretion, Purchaser's down payment shall be forfeited to Preferred, not as a penalty for breach of this agreement, but as liquidated damages. In a situation when actual damages exceed the down payment amount the purchaser will be responsible to reimburse Preferred for any additional cost incurred due to cancellation

Jeff Tomich
607 W. 250 S.
Hebron, IN 46341
Phone 219-9166899

Job Address:

Quote Date: 5-21-2018

Grace Chapel
157 Lafayette St.
Valparaiso, In 46383

Job Description:

Furnish all materials and perform all labor necessary to complete the following:

1. Install façade lighting on three sides of the church building (north, south and west) for night time illumination.
2. Power wash and clean the outside brick and limestone.

Total amount: \$2,500.00 payable within 30 days after completion.

State Sales tax of 7% has been excluded.

Sincerely,

Jeff Tomich

ESTIMATE

Grace Chapel
157 Lafayette
Valparaiso , IN 46383

Schroeder Service Solutions, LLC

253-1 N SR 2
Valparaiso, IN 46383
Phone: (219) 405-3887

Estimate # 1700223
Date 05/23/2018

Description	Total
Install	\$2,400.00
Install new decorative accent lighting on building	
Install	\$1,500.00
Repair and repaint railing	
Labor	\$4,000.00
Clean brick and limestone sills with eco friendly cleaners	

Subtotal	\$7,900.00
Total	\$7,900.00

Grace Chapel

Toppen Inc.

Estimate

Marvin Toppen
11444 N 1000 W
DeMotte, IN 46310

Date	Estimate #
5/18/2018	398

Name / Address
Grace Chapel 157 Lafayette St Valparaiso, IN. 46383

Project

Description	Qty	Cost	Total
Electrical & Lighting work to be performed at the above address as follows. Supply and install facade lighting on North, West and South sides of Chapel. Power wash and clean the exterior brick and limestone. Labor and material included in pricing.		2,995.00	2,995.00
Contact me know if you have any questions about your estimate. (219)928-3106. Thank you!		Total	\$2,995.00

Customer Signature _____

51 Monroe St



Image capture: Sep 2013 © 2018 Google

Valparaiso, Indiana

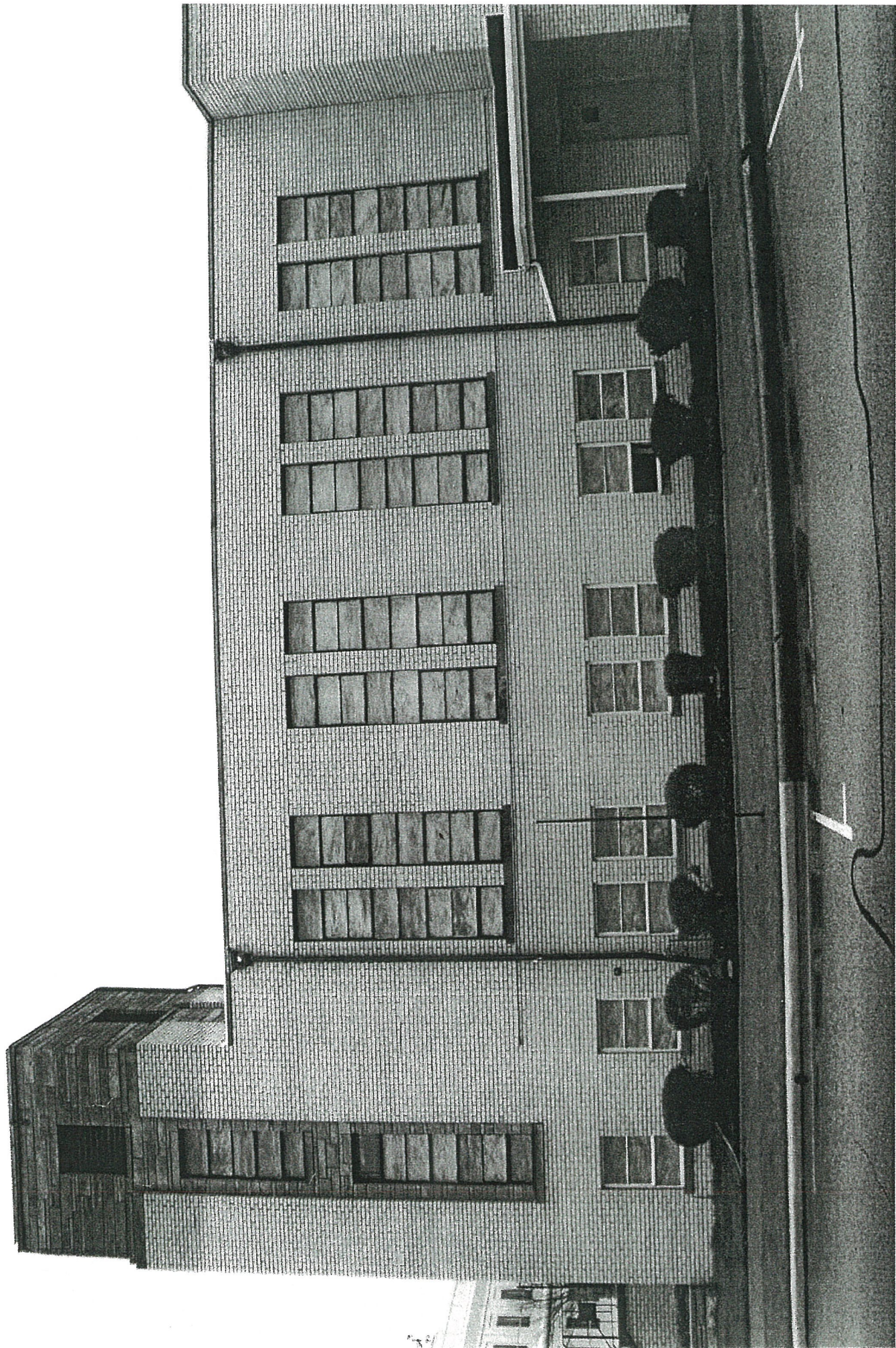


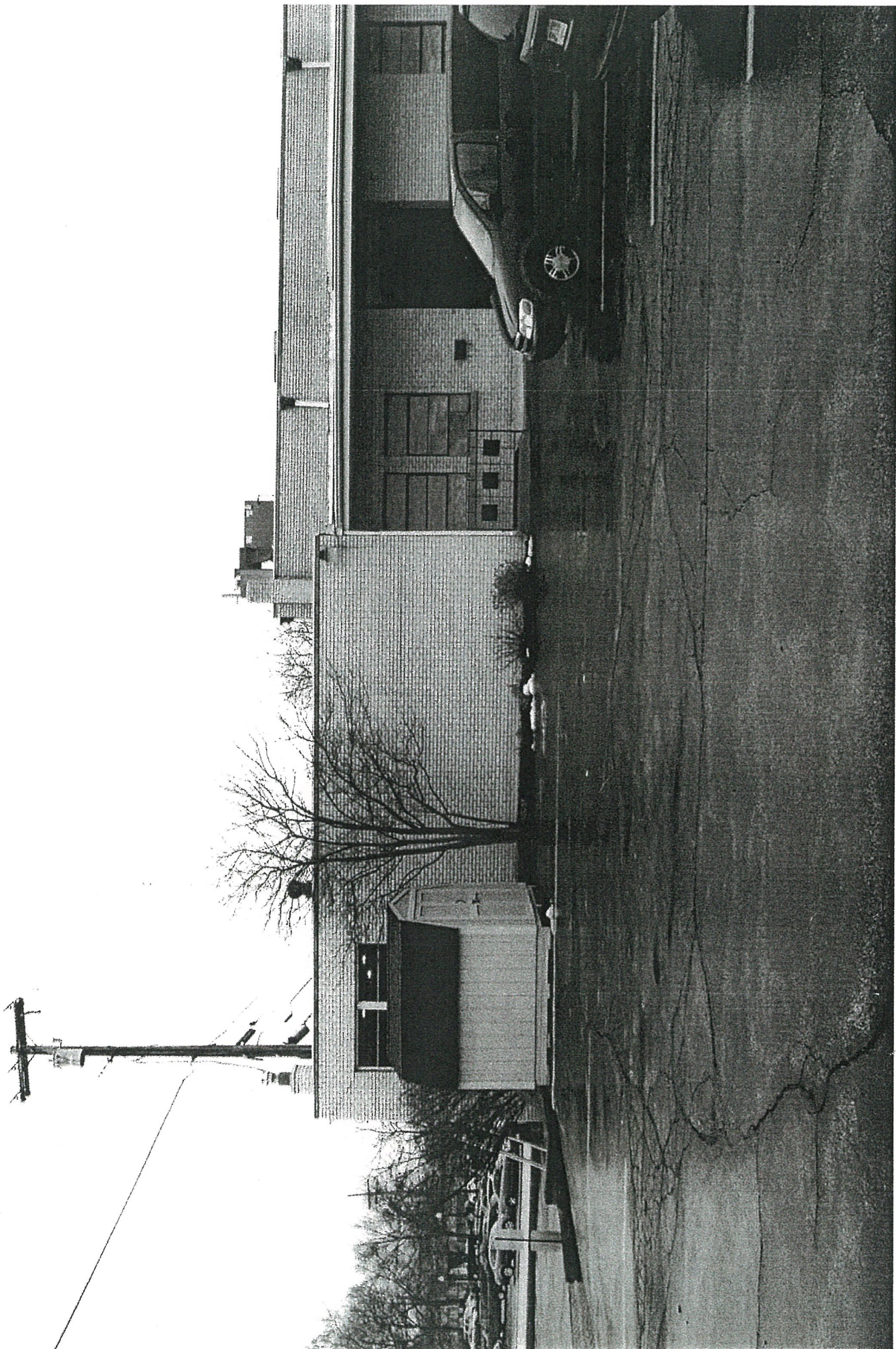
Street View - Sep 2013

Google Maps Lafayette St

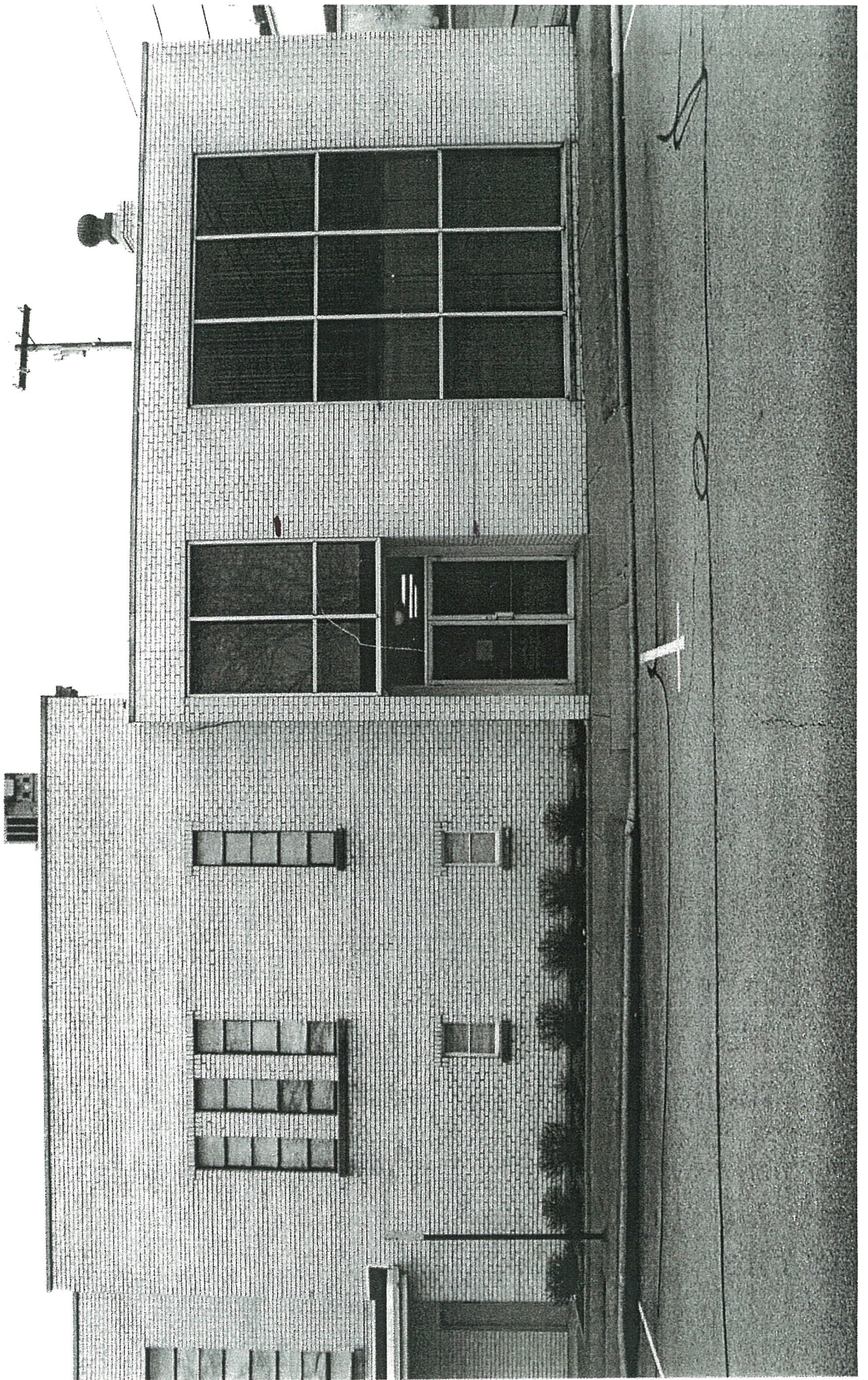


Image capture: Oct 2013 © 2018 Google











Grace Chapel



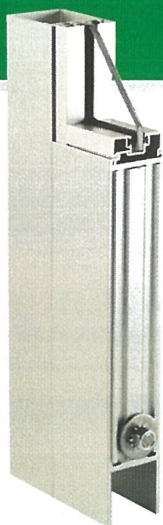
Valparaiso Façade
Improvement Program

STOREFRONT & ENTRANCES

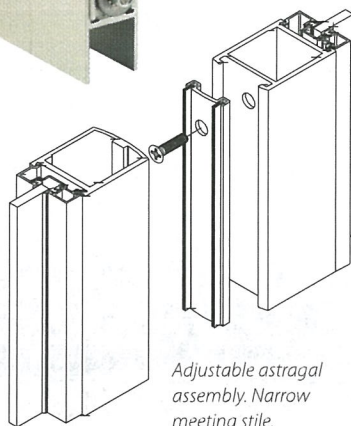


TUBELITE®
DEPENDABLE

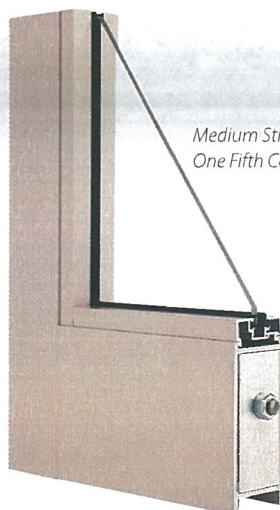
LEADERS IN ECO-EFFICIENT STOREFRONT,
CURTAINWALL AND ENTRANCE SYSTEMS



Standard Narrow Stile
1-3/4" x 2-1/8" Door with
10" Bottom Rail; 0A Clear
Anodized Finish; 1/4" Glass



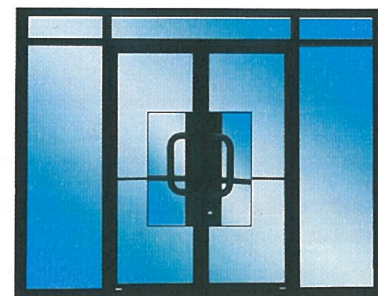
Adjustable astragal
assembly. Narrow
meeting stile.



Medium Stile Entrance
One Fifth Column

Standard Narrow Stile Entrances

Our Standard Narrow Stile Entrances are designed for light-to-moderate use in commercial applications. Standard Narrow Stile has 2-1/8" vertical stiles and top rail, and 4" bottom rail – optional up to 10" for ADA compliance. The smooth design of Tubelite's door hardware features a convenient pull handle and push bar with lock location 36" above the finished floor. Stock doors and frames are anodized with clear or dark bronze finishes, and readily available for quick delivery.



Standard Medium Stile Entrances

Our Standard Medium Entrances are designed for moderate to heavy use in commercial applications. Standard Medium Stile has 4" vertical stiles and top rail, and 6-1/2" bottom rail – optional up to 10" for ADA compliance. The smooth design of Tubelite's door hardware features a convenient pull handle and push bar with lock location 36" above the finished floor.

WE LISTEN

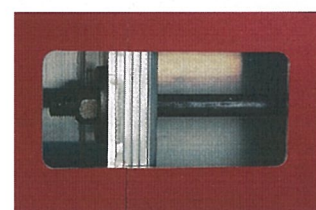
Members of our management staff personally visit our glazing contractor clients regularly. We learn what works and what doesn't — from their perspective, not ours. The result is solutions that work — solutions tailored for the field — so jobs get done right the first time.

Standard Wide Stile Entrances

Our Stand Wide Stile Entrances are designed for moderate to heavy use in commercial applications. Standard Medium Stile has 5" vertical stiles and top rail, and 6-1/2" bottom rail – optional up to 10" for ADA compliance. The smooth design of Tubelite's door hardware features a convient pull handle and push bar with lock location 36" above the finished floor.

Durable Tie-Rod Construction

The strength and flexibility of steel tie-rod construction is what holds it all together and makes our doors endure. Tie-rod assembly is as durable as welded corner construction, but superior in many ways. Tubelite doors can be modified, disassembled or resized right in the field. No other door offers you this much strength and flexibility.



Standard Entrance Series	Narrow Stile	Medium Stile	Wide Stile
Application	Offices, Strip Centers	Retail Stores	Public Buildings
Traffic	Light to Moderate	Moderate to Heavy	Heavy
Vertical Stile 1-3/4" x	2-1/8"	4"	5"
Top Rail 1-3/4" x	2-1/8"	4"	5"
Bottom Rail 1-3/4" x	4" (opt. up to 10")	6-1/2" (opt. up to 10")	6-1/2" (opt. up to 10")

Note: Dimensions do not include 1/2" glass stops.

14000 Series

For optimal strength and thermal performance, use Tubelite's 14000 Series Storefront Framing, a flush-glazed system for use on storefront and low-rise applications. Framing is available in standard non-thermal and thermal members with 2" x 4-1/2" profiles and a 1/2" bite for use with glass or panels up to 1-1/8" thick. Extra-heavy intermediate verticals are available for high performance against strong windloads.

Reduce project labor costs with the flexibility of inside or outside glazing. Members can be assembled using screw spline or clip joinery, and framing is compatible with Tubelite Narrow, Medium and Wide Stile Doors.

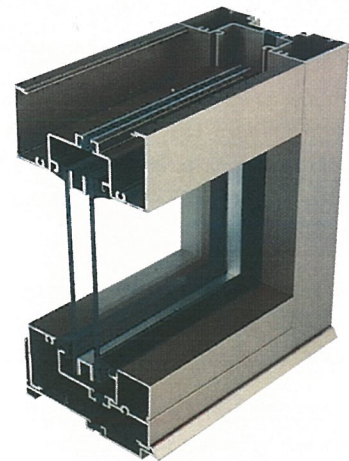
Our 14000 Series Storefront products are subjected to thorough testing by an independent laboratory, ensuring that you get the highest quality storefront framing products that the industry has to offer.



THE SOLUTION

Our goal is simple — to be the most dependable supplier in the architectural aluminum industry. This means quality products; fast, reliable delivery; and ease of fabrication and installation. Tubelite has built its business around this goal.

14000 Series Storefront; Finish: Dark Bronze Anodized; Project: Wendy's; Cemetery Road, Hilliard, OH; Architect: In-House



14000 Series Product Specifications

See Tubelite's Test Reports for mock up sizes and test conditions.

Application: Low-rise commercial buildings: retail, office, healthcare, schools, etc.

Description: 2" x 4-1/2" center set, outside or inside flush glazed storefront

Face Width:	System Depth:	Glass:	Air Infiltration:	Water Infiltration:	Structural:	CRF:	U-Value:	Acoustic:
2"	4-1/2"	1" std (1/8" – 1 1/8")	0.06 CFM/Ft.2 @ 6.24 PSF	10 PSF – Static 10 PSF – Dynamic	30 PSF – Design 45 PSF – Overload	T (Thermal) 62 _f 68 _c	E (Non-thermal) 0.47 T (Thermal) 0.33	STC 32 OITC 26

Finishes - Painted and Anodized



Custom Entrance/400 Series Curtainwall,
Wild Grape 70% premium painted finish;
Project: Sun Healthcare, Albuquerque, NM;
Architect: Flatow-Moore-Shaffer-McCabe Inc.

In addition to our standard Clear and Bronze anodized, and White painted colors, we offer five more anodized finishes and nineteen more standard painted colors. Blended standard and custom colors are also available, providing you with an infinite variety. More than a palette of pretty colors, our finishes are tough and backed by some of the best warranties in the industry.

See Tubelite's Standard Finish Color Guide for detailed information on the exceptional performance, integrity and weatherability of our durable anodized finishes. This guide also gives specifications for color retention, erosion resistance and gloss retention of our high-quality, painted finishes.

DARK
BRONZE
FINISH

AAMA 2605 10 YEAR FINISH WARRANTY

70% Kynar premium painted finishes are guaranteed for 10 years against fading, chalking, and gloss reduction.



Wood Grain Finishes

When your design requires more than a stock color, our wood grain textures are ready to dazzle. Wood Grain Finishes by Tubelite have the look and feel of natural wood with the durability and recyclability of aluminum. No more refinishing due to salt, dirt and UV exposure. Our Wood Grain finishes are designed for the toughest environment and clean easily with mild soap and water.

Wood Grain Finishes by Tubelite can be applied to the interior and exterior of Tubelite's storefront, entrance, curtainwall, sunshade and light shelf devices. Practically everything we manufacture in the Tubelite family of products.

Tubelite offers the look and feel of natural wood with 12 Wood Grain Finishes. These finishes are backed by up to a 5 year warranty.

* Finishes may vary in tone and color within the same wood grain.



Visit www.tubeliteinc.com/finishes for all the latest finishes.

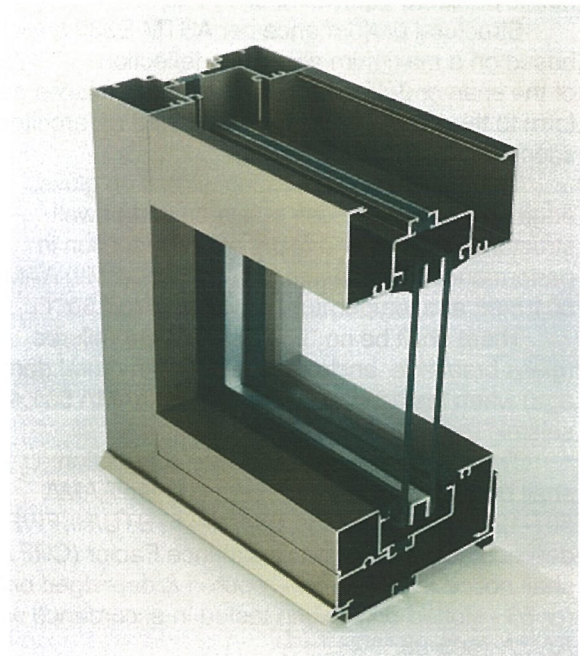
14.01 14000 Series Flush Glaze Description



Description

Tubelite T14000 Series Framing is a 2" x 4 1/2" deep flush glazed storefront system for use on first floor applications. This dry glazed internally drained framing can be glazed with 1" insulated glass or panels positioned in the center of the frame. Glass pocket reducers can be used to glaze infill thicknesses of 1/4" to 1/2"

A poured and de-bridged thermal break provides industry standard Condensation Resistance and limits thermal conduction. The thermal pocket also employs the Azon Lance for prevention of dry shrink of the polyurethane barrier.



14.02

14000 Series Flush Glaze

Guide Specifications

General

Description

Furnish all necessary materials, labor and equipment for the complete installation of aluminum framing as shown on the drawings and specified herein.

Fixed window framing shall be 14000 Series Flush Glaze (2" x 4 1/2") as manufactured by Tubelite Inc., Walker, Michigan. Whenever substitute products are to be considered, supporting technical literature, samples drawings and performance data must be submitted ten (10) days prior to bid in order to make a valid comparison of the products involved.

Test reports certified by an independent laboratory must be made available upon request.

Performance Requirements

Air infiltration shall not exceed .06 CFM/Ft² when tested in accordance with ASTM E-283 at a test pressure of 6.24 PSF.

There shall be no uncontrolled water entry when tested in accordance with ASTM E-331 "Water Penetration of Exterior Windows, Curtainwalls and Doors by Uniform Static Air Pressure Difference" at a test pressure of 15 PSF.

There shall be no uncontrolled water entry when tested in accordance with AAMA 501.1-94 at a dynamic pressure equivalent of 15 PSF.

Structural performance per ASTM E330 shall be based on a maximum allowable deflection of L/175 of the span or 3/4" maximum. The system shall perform to those criteria under a wind load of (architect specify) _____ PSF.

There shall be no buckling, stress on glass, edge seal failure, excess stress on curtainwall structure, anchors and fasteners or reduction in performance when tested in accordance with AAMA 501.5-98 at a temperature range of 0° to 180° F.

There shall be no "Life/Safety" type failures (glass breakage, anchor failures, or structural damage) when tested in accordance with AAMA 501.4, seismic test (lateral cycling.)

Thermal transmittance due to conduction (U_c) shall be 0.40 - poured & debridged (see AAMA 507-12 test report B6911.03-116-45) BTU/Hr/Ft²/F degrees. Condensation Resistance Factor (CRF) shall not be less than 54 - poured & debridged only (or 53 - slotted only) when tested in accordance with AAMA 1503-98.

The system shall have a Sound Transmission

Class (STC) rating of 32 and an Outdoor-Indoor Transmission Class (OITC) rating of 26 when tested in accordance with ASTM E90-97, ASTM E413-87 (reapproved 1994) and ASTM E1332-90.

Products

Materials

Extrusions shall be of aluminum alloy 6063-T5 extruded within commercial tolerance and free from defects impairing strength and/or durability. Main framing sections to be of .075 inch minimum wall thickness and glazing stop moldings of .060 inch thickness.

Screws, bolts and all other accessories to be compatible with the aluminum under normal service conditions.

Glazing shall be by means of an exterior and interior roll-in wedge of high quality extruded elastomeric material.

Optional: Thermal barrier shall be a two part chemically curing, unfilled polyurethane casting resin poured in place for perimeter members. Intermediate vertical members shall be slotted for efficient thermal performance.

Finish

All exposed framing surfaces shall be free of scratches and other serious blemishes.

Finish to be: (architect select)

Etched and clear anodized

(AAM12C22A31)

Clear - Class 2 (C2)

(AAM12C22A41)

Clear - Class 1 (C1)

Electrolytically deposited color

(AAM12C22A44) Class 1

Champagne (CH)

Medium Bronze (MB)

Dark Bronze (DB)

Extra Dark Bronze (EB)

Black (BL)

Fluoropolymer (70%) painted color _____.

Execution

Installation

Shall be in accordance with the manufacturer's installation instructions and the approved shop drawings.

Note:

In keeping with Tubelite's policy of continuing product improvements, all specifications are subject to change without written notice by the manufacturer.

Standard and Custom Entrances

Tubelite® Standard and Custom Entrances are designed for a lifetime of performance and crafted from the same quality components for years of dependable service. Whether you require doors and frames, a storefront, or Curtainwall framing for the entire building envelope, Tubelite is your supplier of choice.

Narrow, Medium, or Wide Stiles, Traditional 1-3/4" thickness or Monumental 2" stiles and rails, high bottom rails, mid-rails in a variety of dimensions, and unlimited hardware options can be selected to match existing or new cutting-edge architectural styles.



TUBELITE®
DEPENDABLE

LEADERS IN ECO-EFFICIENT STOREFRONT,
CURTAINWALL AND ENTRANCE SYSTEMS



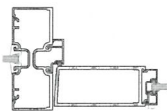
Narrow Stile Doors

Designed to accommodate standard hardware and everyday pedestrian traffic in retail and commercial buildings, the Top Rail and Vertical Stiles measure 2-1/8", while Bottom Rail heights of 4" or 10" meet code requirements.



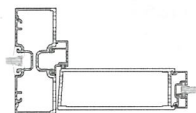
Medium Stile Doors

Engineered for additional pedestrian traffic in educational and institutional buildings, the Top Rail and Vertical Stiles measure 4", while Bottom Rail heights of 6-1/2" or 10" meet code requirements. The wider vertical stiles also accommodate a wider selection of operating hardware.



Wide Stile Doors

Top Rail and Vertical Stile widths of 5", and Bottom Rail heights of 6-1/2" or 10" provide for high volume usage and additional years of durability. These components can be used in wider and taller door openings, or to create a classic visual appearance in normal size entrance doors.



Application Design

Typical door heights range to 9 feet, while widths of up to 4 feet are common. Standard glass thicknesses are 1/4" and 1" insulated and must be safety glass or tempered to provide user safety. Swinging hardware selections are mortised butts or continuous gear hinges, and offset or center pivots. Locking options are manual deadlocks or concealed rod and rim-type exit devices. 1" diameter pull handle with offset grip, and tapered pushbars complete the standard package. Glazing stop and gasketing combinations provide for glass or panel thickness from 1/4" to more than 1".

Standard frame widths of 1-3/4" or 2", and depths of 4-1/2" are selected to match adjacent storefront framing systems. Optional framing members up to 4-1/2" wide and up to 6-1/2" deep are also available.

Performance

Time-tested tie rod construction on all Tubelite doors has provided dependable service since the 1950's with many doors still in operation. This assembly method also allows replacement of damaged components if necessary, or reuse in a different size opening after its original installation. Optional tack welding of corners is available but limits the benefits previously described.



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LEADERS IN ECO-EFFICIENT STOREFRONT,
CURTAINWALL AND ENTRANCE SYSTEMS



3600 SERIES

CONCEALED VERTICAL ROD EXIT DEVICE

GRADE 1 Listed –
ANSI/BHMA 156.3
UL File #SN2590 for UL305
Panic Hardware

Suitable for Narrow
Stile Doors

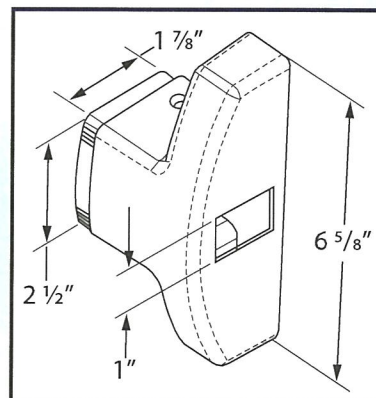
Standard Door Widths
36", 42", 48"

** Devices approved for Blast and Impact are part
of the complete entrance system as provided by the
door manufacturer. Consult your door supplier
for approved models.*

SPECIFICATIONS

- Exit device shall be 3600 series concealed vertical rod device as manufactured by First Choice Building Products, Inc.
- Exit device shall have UL file #: SA12590 for UL305 and be grade 1 listed under national standard ANSI/BHMA 156.3.
- Exit device shall be a narrow style model utilizing low profile touch bar projecting 3" from face of door.
- Exit device shall use 3/8" steel vertical rods with steel latch bolts engaging stainless steel strike to lock at two points in the opening.
- Exit device shall be non-handed.
- Exit device shall have the following upgrades available:
 - ✓ Electric latch retraction (rated for continuous all day retraction.)
 - ✓ Signal switch providing the ability to monitor of the push bar position and to provide a n.o./n.c. trigger to any new or existing system.
 - ✓ Alarm control providing audible notification of unauthorized egress of the exit device.
 - ✓ Interior cylinder dogging providing interior 1/4 turn dogging of the device through the use of a standard type rim cylinder.
- ✓ Exit device shall be field sizeable.

3600 Series is available with Motor Driven Electronic Latch Retraction



DIMENSIONS

- 2 1/2" Push Bar Height
- 3" Projection
- 40 5/8" Centerline Height Typical
- Center Case Cover -
6-5/8" Tall by 1-1/4" Wide

www.firstchoicebuildingproducts.com
Phone (800) 793-4544 • Fax (800) 867-5016



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Kichler 15861BBR27R Bronzed Brass 6" Round LED Wall Wash Accent Light - 2700K - 110 Degree Beam Spread

Wall Wash Collection



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\$246.00

Originally \$369.00, You Save 33%



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Finish: Bronzed Brass

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133 In Stock

Leaves the Warehouse Monday, June 4th (Change Zip)

Quantity:

-

1

+

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Customers Also Viewed

Kichler 15742 Starting at \$162.00 (0)	Kichler 15753 Starting at \$207.00 (1)	Kichler 15817-27 Starting at \$194.00 (0)	Kichler 15764-27 Starting at \$86.00 (0)	Kichler 15733 Starting at \$135.50 (5)
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Overview

Specifications

Reviews

Product Q&A

Features:

- Cast aluminum or brass construction

Manufacturer Resources

- 8 integrated high output Nichia® LEDs
- Includes an 8" ground stake for installation into soil
- Fully adjustable knuckle
- Operates between 9V and 15V with no loss in output due to constant current technology
- Note: Brass will develop a natural patina over time
- ETL listed for wet locations

Dimensions:

- Height: 9.25"
- Width: 6"
- Depth: 3.75"
- Lead Wire Length: 64"

Electrical Specifications:

- Bulb Type: LED
- Wattage: 4.3
- Color Temperature: 2700K (Warm White)
- Lumen Output: 294
- CRI (Color Rendering Index): 80
- Beam Spread: 108° vertical, 111° horizontal
- Average LED Life: 40,000 hours
- Voltage: 12 (Low Voltage)
- Amp Draw: 5.8 VA
- See the attached spec sheets and catalog pages for full photometric details

Additional Kichler Links

- View the Manufacturer Warranty
- Kichler Wall Wash Collection

Catalog Page

Installation Guide

Landscape Design Guide

Related Kichler Categories

- LED Path Lights
- LED Hardscape Lights
- LED Accent Lights
- Low Voltage LED Landscape Lighting

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➤ Brands ➤ Canarm ➤ Ceiling Fixtures ➤ Canarm LED-SM55DL-C

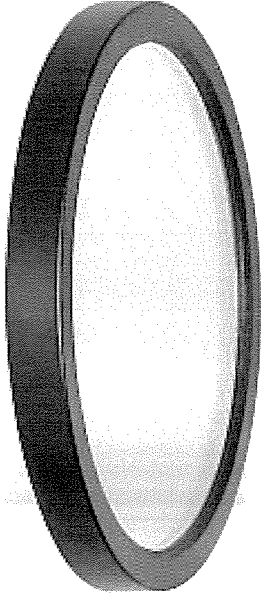
Canarm LED-SM55DL-ORB-C Oil Rubbed Bronze Light 5-1/2" Wide Integrated LED Outdoor Flush Mount Ceiling Fixture



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Use Coupon Code: SUMMERSALE at checkout to save an extra 10% on this product.

Offer Ends 06-28-2018

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Features

- Driver not included
- Includes watt Integrated LED lighting
- Capable of being dimmed
- CSA rated for damp locations
- Energy star certified

Dimensions

- Height: 21/32"
- Width: 5-1/2"
- Product Weight: 1.1 lbs

Electrical Specifications

- Bulb Base: Integrated LED
- Bulbs Included: Yes
- Watts Per Bulb: 12 watts
- Color Temperature: 3000K
- Average Hours: 35000
- Lumens: 660

Additional Canarm Links

- View the Manufacturer Warranty
- Browse All Canarm Products

This product is listed under the following manufacturer number(s):

Related Canarm Categories

- Canarm May Sale
- Canarm Lamps
- Canarm Bulbs
- Canarm Accent and Spot Lights
- Canarm Under Cabinet Lighting
- Canarm Bathroom Lights
- Canarm Ceiling Lighting

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\$44.00

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Finish: Oil Rubbed Bronze

Free Shipping on orders over \$49.00!

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40 In Stock

Leaves the Warehouse in 3 to 4 business days (Change Zip)

Quantity:

-	1	+
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Customers Also Viewed

Progress Lighting P3748 (1) Starting at \$65.25	Progress Lighting P8247-LED (0) Starting at \$38.00	Access Lighting 20070LEDD/ACR (0) Starting at \$25.50	Canarm LED-SM7DL-C (0) Starting at \$39.42	Maxim 57712 (0) Starting at \$45.80	Canarm SI
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