

### AGREEMENT

This Agreement has been executed and is effective as of the 12 day of June, 2014, among Moss Family Limited Partnership, an Indiana limited partnership, Beachwalk Limited Partnership, an Illinois limited partnership, Thomas Moss ("Moss") and The LaPorte Savings Bank, a state chartered bank.

### RECITALS

A. The LaPorte Savings Bank is a secured creditor of Moss Family Limited Partnership and Beachwalk Limited Partnership (collectively referred to as the "Debtors") by virtue of the certain loan documents, executed by Debtors in favor of The LaPorte Savings Bank.

B. In order to secure the amounts due and owing by Debtors to The LaPorte Savings Bank, The LaPorte Savings Bank was granted, among other things, several mortgage liens upon certain parcels of real estate located in LaPorte County, Indiana ("Mortgages").

C. The LaPorte Savings Bank is further secured by virtue of its judgment liens on all of Debtors' real estate pursuant to judgments granted by LaPorte Superior Court No. 2. ("Judgment Liens"). The Real Estate referenced in Recitals B and C shall be referred to as the "Collateral".

D. On July 17, 2012 (the "Petition Date"), Moss Family Limited Partnership filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code and on July 18, 2012, Beachwalk Limited Partnership filed a voluntary petition for relief under Chapter 11 of the United States Bankruptcy Code.

E. As of the Petition Date, the amount due and owing from Debtors to The LaPorte Savings Bank totaled Three Million Six Hundred One Thousand Seven Hundred and 22/100 Dollars (\$3,601,700.22) (the "Indebtedness").

F. On October 22, 2012, The LaPorte Savings Bank filed a Proof of Claim in the amount Three Million Six Hundred One Thousand Seven Hundred and 22/100 Dollars (\$3,601,700.22) (the "Proof of Claim"). The Indebtedness referenced in the Proof of Claim was guaranteed by Moss by virtue of a November 30, 2007 Guaranty ("Moss Guaranty").

G. Debtors and The LaPorte Savings Bank desire to enter into this Agreement to settle The LaPorte Savings Bank's claim against Debtors and believe it is the best interest of the parties, the bankruptcy estate, and all other creditors of the Debtors.

NOW, THEREFORE, in consideration of the foregoing and the following promises, the parties agree as follows:

### AGREEMENT

1. Affirmation of Recitals. The parties ratify and affirm the accuracy of the foregoing recitals and incorporate said recitals into this Agreement as substantive provisions thereof.

2. Indebtedness. Debtors and The LaPorte Savings Bank agree and acknowledge that the Indebtedness is a legal, valid, binding, and enforceable obligation of Debtors. The Proof of Claim

**EXHIBIT** "A"

filed by The LaPorte Savings Bank is a true and accurate characterization of the Indebtedness as of the Petition Date. The LaPorte Savings Bank's security interests and liens in and to the Collateral are legal, valid, enforceable, non-avoidable, and duly perfected, and granted for fair consideration and reasonably equivalent value.

3. Payment of Claim. Debtors shall tender Two Million, Eight Hundred Fifty Thousand and 0/100 Dollars (\$2,850,000.00) to The LaPorte Savings Bank by wire transfer or by certified funds ("Payment"). The parties acknowledge a portion of said Payment shall come from the proceeds of the sale of certain property referenced as "the East Parcel" and the remainder of the Payment shall come from a Court approved secured loan to the Debtors ("Financing"). Debtors shall tender the portion of said Payment from the East Parcel from the earlier of: (1) 15 business days from the entry of the Order anticipated to be entered on the Debtor's Motion for Sale of Property Free and Clear of Liens under Section 363(f) that was filed with the Bankruptcy Court on April 2, 2014 relating to the East Parcel (Docket 506), or (2) July 1, 2014. Debtors shall tender the portion of the Payment from the Financing within 15 business days from the earlier of the entry of both the (1) Order described in Section 8 and (2) the Order to approving the Financing that Debtors will need in order to fund the Payment, or August 30, 2014, or such other extended date as agreed to by the parties. The parties agree and acknowledge that nothing contained herein shall reduce or otherwise modify the amount of The LaPorte Savings Bank's claim against the Debtors in the event the Debtors fail to transfer the Real Estate and/or make the Payment as set forth in Sections 3 and 4 of this Agreement, on or before August 30, 2014, unless said date is extended by agreement of the parties.

4. Real Estate. Debtors shall cause the following real estate to be transferred, by warranty deed, to The LaPorte Savings Bank: the real estate commonly known as 303 Childers Lane, Michigan City, Indiana; 305 Childers Lane, Michigan City, Indiana; and 311 Childers Lane, Michigan City, Indiana (collectively referred to as the "Real Estate"). Said transfer of the Real Estate shall be free and clear of all liens and encumbrances, with the limited exception of non-delinquent real estate taxes, recorded easements, all liens of LaPorte Savings Bank that have not been released prior to the transfer of the Real Estate and subject to certain lease agreements set forth on Schedule I. Debtors represent that they have not previously assigned, pledged, mortgaged, or encumbered all or any part of the rent associated with the Real Estate and/or said lease agreements. Debtors shall cause the Real Estate to be transferred within the time set forth in Paragraph 3 above.

5. Rent. The parties agree to enter into a Real Estate Agreement, which shall, among other things, govern the allocation of the rents received from the aforementioned lease agreements. A copy of the Real Estate Agreement is attached hereto as Schedule II and incorporated herein by reference.

6. Adversary. Upon receipt of the deeds and Payment described in Sections 3 and 4 of this Agreement,, The LaPorte Savings Bank shall withdraw as a party in Adversary No. 13-03019-hcd, pending in the United State Bankruptcy Court for the Northern District of Indiana, South Bend Division.

7. Mortgages and Judgment Liens. Subject to the terms and conditions of this Agreement, within ten (10) days of receipt of the deeds and Payment described in Sections 3 and 4 of this Agreement, The LaPorte Savings Bank shall release the consensual Mortgage liens described in Recital B and Judgment Liens obtained by The LaPorte Savings Bank in the LaPorte Superior Court No. 2. as described in Recital C, along with all other judgments or liens The LaPorte Savings Bank

has against any property of either of the Debtors or Moss. The LaPorte Savings Bank agrees and acknowledges that the Payment described in Section 3 and the transfer of the Real Estate described in Section 4, shall be in full satisfaction of the Indebtedness.

8. Motion. Within 5 business days following the execution of this Agreement, Debtors shall file a motion with the Bankruptcy Court seeking an Order approving all terms and conditions contained in this Agreement. The parties agree and acknowledge that The LaPorte Savings Bank will have no obligation to release the mortgage and judgment liens, unless and until an Order is entered in Bankruptcy Proceeding, Case No. 12-32540-hcd approving the terms and conditions of this Agreement.

9. Release. Except for the obligations created by or arising out of this Agreement, the Debtors and Moss release and discharge The LaPorte Savings Bank and the LaPorte Savings Bank releases and discharges the Debtors and Moss from any and all manner of actions, causes, causes of action, suits, liabilities, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, bonds, bills, specialties, covenants, controversies, agreements, promises, damages, judgments, executions, liens, claims and demands of whatever nature of description, in law or in equity, arising out of or relating to the Indebtedness, Mortgages, Judgments, Moss Guaranty which any party now has, owns or holds or at any time heretofore owned, or held, or could or shall or may hereafter own or hold against each other, their affiliated companies, insurance companies and carriers, antecedents, officers, directors, employees, attorneys, agents, servants, stockholders, representatives, successors and assigns, upon or by reason of any matter, cause or thing, all such things constituting the Released Matters which are hereby merged into this Agreement and are hereby released in favor of the LaPorte Savings Bank, Debtors and Moss to the fullest extent permitted by law. Debtors represent and warrant that they are not aware of any claims or causes of action against The LaPorte Savings Bank, or any of its affiliates, or respective successors or assigns, and Debtors have no defense, offset or counterclaim with respect to the Indebtedness due and owing to The LaPorte Savings Bank by Debtors.

10. General Indemnification. Debtors and Moss shall indemnify and hold The LaPorte Savings Bank and its affiliates harmless from and against all claims, liabilities, obligations, costs, damages, losses and expenses (including reasonable attorneys' fees and costs of investigation of any nature) arising out of or relating to (i) any breach or violation of the representations or warranties of Debtors and/or Moss set forth in this Agreement; (ii) any breach or violation of the covenants or agreements of Debtors and/or Moss forth in this Agreement; (iii) any lien on any of the Real Estate as a result of matters existing or relating to any period prior to the date the Real Estate is transferred to The LaPorte Savings Bank; and/or (iv) any litigation, suit, proceeding, arbitration or investigation with respect to the Real Estate as a result of matters existing or relating to any period prior to the date the Real Estate is transferred to The LaPorte Savings Bank. The LaPorte Savings Bank shall indemnify and hold Debtors and Moss harmless from and against all claims, liabilities, obligations, costs, damages, losses and expenses (including reasonable attorneys' fees and costs of investigation of any nature) arising out of or relating to (i) any breach or violation of the representations or warranties of The LaPorte Savings Bank set forth in this Agreement; and/or (ii) any breach or violation of the covenants or agreements of The LaPorte Savings Bank forth in this Agreement.

11. Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to its subject matter.

12. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision were omitted.

13. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

14. Modification. This Agreement may be amended only by a subsequent written agreement specifically reciting that it is an amendment to this Agreement, which said amendment shall be signed by the parties.

15. Miscellaneous. The parties agree to cooperate and execute and deliver any and all documents reasonably requested to effectuate the intent of this Agreement. This Agreement is governed by and construed according to the laws of the state of Indiana. Any action to enforce the terms of this Agreement or to construe the terms of this Agreement may be filed in the United States Bankruptcy Court if the Debtors Chapter 11 Bankruptcies are still pending or the federal or state courts of St. Joseph County, Indiana if Debtors Bankruptcy cases have been dismissed. The parties hereby consent to jurisdiction in the aforementioned courts. If any action is brought to enforce or interpret this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees from the other party, in addition to any other relief that may be awarded.

16. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

The LaPorte Savings Bank

By: [Signature]

Printed: Daniel P. Carroll

Title: Exec Vice President

Moss Family Limited Partnership

By: [Signature]

Printed: THOMAS J MOSS

Title: SOLE MEMBER, TOM MOSS LLC  
PER TOM MOSS LLC IS GENERAL PARTNER  
Beachwalk Limited Partnership OF MOSS FAMILY LP

By: [Signature]

Printed: THOMAS J MOSS

Title: PRES. TOMMOSS LAND DEVELOPMENT CO.

As: GENERAL PARTNER, BEACHWALK LP

[Signature]  
Thomas Moss

## Schedule I

305 Cancoses

## Booking Summary 4/1/2014 - 9/16/2014 [CRIC]

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Booking Type	Unit (First - Last Night) [Nights] A / C / F / Pets      Primary Phone		Customer Name Created    Movable    Rent			Charges	Taxes	Total	Payments	Balance
Source Category	Source SubCategory									
BKG-02831	CRIC (5/22/2014 - 6/24/2014) [3]									
Res. - Renter	3 . 0 . 0	+1 (314) 591-2203	3/25/2014	<input type="checkbox"/>	\$800.00	\$230.00	\$96.00	\$1,126.00	\$1,126.00	\$0.00
Other	Other									
BKG-02877	CRIC (6/14/2014 - 6/20/2014) [7]									
Res. - Renter	6 . 0 . 0	+1 (314) 566-4358	4/4/2014	<input type="checkbox"/>	\$1,302.00	\$280.00	\$156.24	\$1,738.24	\$416.50	\$1,322.74
Other	Other									
BKG-02800	CRIC (6/21/2014 - 8/27/2014) [7]									
Res. - Renter	3 . 2 . 0	+1 (540) 5298865	3/11/2014	<input type="checkbox"/>	\$1,505.00	\$270.00	\$180.60	\$1,955.60	\$466.25	\$1,489.35
Internet Sites	Our WebSite									
BKG-02705	CRIC (6/28/2014 - 7/4/2014) [7]									
Res. - Renter	3 . 3 . 0	+1 (734) 751-1181	2/18/2014	<input type="checkbox"/>	\$1,701.00	\$280.00	\$204.12	\$2,185.12	\$615.25	\$1,669.87
Internet Sites	Our WebSite									
BKG-02228	CRIC (7/5/2014 - 7/11/2014) [7]									
Res. - Renter	4 . 0 . 0	+1 (310) 990-9028	9/11/2013	<input type="checkbox"/>	\$1,505.00	\$280.00	\$180.60	\$1,945.60	\$466.25	\$1,479.35
Other	Other									
BKG-02614	CRIC (7/12/2014 - 7/18/2014) [7]									
Res. - Renter	2 . 1 . 0	+1 (513) 226-1156	1/30/2014	<input type="checkbox"/>	\$1,505.00	\$250.00	\$180.60	\$1,935.60	\$466.25	\$1,469.35
Internet Sites	Our WebSite									
BKG-02463	CRIC (7/19/2014 - 7/25/2014) [7]									
Res. - Renter	2 . 0 . 0	+1 (630) 8870029	12/6/2013	<input type="checkbox"/>	\$1,505.00	\$732.15	\$180.60	\$2,417.75	\$466.25	\$1,951.50
Internet Sites	Our WebSite									
BKG-02585	CRIC (7/26/2014 - 8/1/2014) [7]									
Res. - Renter	4 . 0 . 0	+1 (949) 723-1867	1/21/2014	<input type="checkbox"/>	\$1,825.00	\$260.00	\$231.00	\$2,416.00	\$571.25	\$1,844.75
Other	Other									
BKG-02150	CRIC (8/2/2014 - 8/8/2014) [7]									
Res. - Renter	2 . 1 . 1	+1 (708) 606-1854	8/23/2013	<input type="checkbox"/>	\$1,701.00	\$625.00	\$204.12	\$2,530.12	\$515.25	\$2,014.87
Other	Other									
BKG-02510	CRIC (8/9/2014 - 8/22/2014) [14]									
Res. - Renter	2 . 2 . 0	+1 (224) 6282323	1/2/2014	<input type="checkbox"/>	\$2,807.00	\$260.00	\$336.84	\$3,403.84	\$791.75	\$2,612.09
Internet Sites	Our WebSite									
Total Bookings: 10					\$16,258.00	\$3,447.15	\$1,950.72	\$21,653.87	\$5,800.00	\$15,853.87

303 CMLDLS

## Booking Summary 4/1/2014 - 9/16/2014 [DAYLY]

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Booking Type	Unit (First - Last Night) [Nights] A / C / F / Pets	Customer Name Primary Phone	Created	Movable	Rent	Charges	Taxes	Total	Payments	Balance
Source Category	Source SubCategory									
BKG-02808	DAYLY (6/21/2014 - 6/27/2014) [7]	[REDACTED]								
Res. - Renter	2 . 2 . 0	+1 (248) 4741753	3/15/2014	<input type="checkbox"/>	\$1,505.00	\$260.00	\$180.60	\$1,945.60	\$466.25	\$1,479.35
Internet Sites	Our WebSite									
BKG-02526	DAYLY (7/5/2014 - 7/11/2014) [7]	[REDACTED]								
Res. - Renter	2 . 1 . 0	+1 (513) 6020284	1/8/2014	<input type="checkbox"/>	\$1,505.00	\$250.00	\$180.60	\$1,935.60	\$466.25	\$1,469.35
Internet Sites	Our WebSite									
BKG-02641	DAYLY (7/12/2014 - 7/18/2014) [7]	[REDACTED]								
Res. - Renter	1 . 2 . 0	+1 (219) 2411496	2/4/2014	<input type="checkbox"/>	\$1,505.00	\$250.00	\$180.60	\$1,935.60	\$466.25	\$1,469.35
Internet Sites	Our WebSite									
BKG-02489	DAYLY (7/19/2014 - 7/25/2014) [7]	[REDACTED]								
Res. - Renter	2 . 3 . 0	+1 (720) 443-8944	12/27/2013	<input type="checkbox"/>	\$1,505.00	\$270.00	\$180.60	\$1,955.60	\$486.25	\$1,469.35
Other	Other									
BKG-02544	DAYLY (7/28/2014 - 8/1/2014) [7]	[REDACTED]								
Res. - Renter	2 . 4 . 0	+1 (630) 7829014	1/13/2014	<input type="checkbox"/>	\$1,701.00	\$280.00	\$204.12	\$2,186.12	\$515.25	\$1,669.87
Internet Sites	Our WebSite									
BKG-02093	DAYLY (8/2/2014 - 8/8/2014) [7]	[REDACTED]								
Res. - Renter	2 . 3 . 0	+1 (773) 239-4611	8/8/2013	<input type="checkbox"/>	\$1,701.00	\$270.00	\$204.12	\$2,175.12	\$515.25	\$1,669.87
Other	Repeat Customer									
BKG-02528	DAYLY (8/9/2014 - 8/15/2014) [7]	[REDACTED]								
Res. - Renter	3 . 0 . 0	+1 (312) 622-7473	1/9/2014	<input type="checkbox"/>	\$1,605.00	\$367.15	\$180.60	\$2,052.75	\$466.25	\$1,586.50
Other	Other									
BKG-02674	DAYLY (8/16/2014 - 8/22/2014) [7]	[REDACTED]								
Res. - Renter	2 . 2 . 0	+1 (312) 952-2150	2/11/2014	<input type="checkbox"/>	\$1,331.00	\$260.00	\$159.72	\$1,750.72	\$422.75	\$1,327.97
Internet Sites	Our WebSite									
Total Bookings: 8					\$12,258.00	\$2,207.15	\$1,470.96	\$15,936.11	\$3,784.50	\$12,151.61



### REAL ESTATE AGREEMENT

This Agreement has been executed and is effective as of the \_\_\_\_ day of June, 2014 (the "Effective Date"), among Moss Family Limited Partnership, an Indiana limited partnership, Beachwalk Limited Partnership, an Illinois limited partnership, Beachwalk Vacation Rentals, LLC, an Indiana limited liability company, and The LaPorte Savings Bank, a state chartered bank.

### RECITALS

A. The LaPorte Savings Bank is a secured creditor of Moss Family Limited Partnership and Beachwalk Limited Partnership by virtue of the certain loan documents, executed in favor of The LaPorte Savings Bank.

B. The amounts owed by Moss Family Limited Partnership and Beachwalk Limited Partnership to The LaPorte Savings Bank are secured by, among other things, mortgage and judgment liens on the real property commonly known as 303 Childers Lane, Michigan City, IN and 305 Childers Lane, Michigan City, IN (the "Real Estate").

NOW, THEREFORE, in consideration of the foregoing and the following promises, the parties agree as follows:

### AGREEMENT

1. Affirmation of Recitals. The parties ratify and affirm the accuracy of the foregoing recitals and incorporate said recitals into this Real Estate Agreement as substantive provisions thereof.

2. Lease Agreements. Beachwalk Vacation Rentals, LLC represents and warrants that it has entered into short-term lease agreements with third-party renters wherein in exchange for certain rent amounts as set forth on Schedule I, Beachwalk Vacation Rentals, LLC has agreed to rent the Real Estate to said third-party renters and perform certain obligations (the "Lease Agreements"). The Lease Agreements expire on August 22, 2014. Beachwalk Vacation Rentals, LLC warrants that, to the best of its knowledge, there are no other commitments relating to the Real Estate on or after August 23, 2014. Beachwalk Vacation Rentals, LLC shall continue to perform all of its duties and obligations under the Lease Agreements. Except as set forth on Schedule I, Beachwalk Vacation Rentals, LLC, Moss Family Limited Partnership and/or Beachwalk Limited Partnership shall not enter into any lease agreement and/or commitment with a party other than The LaPorte Savings Bank relating to the Real Estate.

3. Rent. Commencing on the Effective Date through August 22, 2014 (the "Lease Period"), Beachwalk Vacation Rentals, LLC shall, within five (5) days from receipt, remit all rent payments relating to the Real Estate to The LaPorte Savings Bank. In compensation for the performance of its obligations under the Lease Agreements, The LaPorte Savings Bank shall pay Beachwalk Vacation Rentals, LLC a management fee equal to twenty-five percent (25%) of the Net Rent Proceeds received by The LaPorte Savings Bank during the Lease Period. For the purpose of this Agreement, the "Net Rent Proceeds",

shall be the total rent received from the Real Estate, minus all costs and expenses associated with the Real Estate, including all taxes, insurance premiums and expenses, maintenance, and repairs. The LaPorte Savings Bank shall have the right to set-off any amounts owed to it by Moss Family Limited Partnership, Beachwalk Limited Partnership and/or Beachwalk Vacation Rentals, LLC against any amounts owed by The LaPorte Savings Bank to Moss Family Limited Partnership, Beachwalk Limited Partnership and/or Beachwalk Vacation Rentals, LLC.

4. Repairs. In the event there are reasonable and necessary repairs that must be completed during the Lease Period, Beachwalk Vacation Rentals, LLC shall hire an outside third-party vendor to make said necessary repairs. Beachwalk Vacation Rentals, LLC shall tender the invoice from the outside third-party vendor to The LaPorte Savings Bank. The LaPorte Savings Bank shall directly pay the outside third-party vendor the fair market value for the services performed.

5. Furnishings. During the Lease Period, Beachwalk Vacation Rentals, LLC, Moss Family Limited Partnership and Beachwalk Limited Partnership shall cause all furnishings relating to the Real Estate to remain with the Real Estate for the use of the third-party renters. Moss Family Limited Partnership, Beachwalk Limited Partnership and/or Beachwalk Vacation Rentals, LLC shall be allowed to remove said furnishings from the Real Estate after August 22, 2014. Said furnishings shall be removed from the Real Estate by August 31, 2014. Notwithstanding the forgoing, Moss Family Limited Partnership, Beachwalk Limited Partnership and/or Beachwalk Vacation Rentals, LLC shall not remove any window coverings, carpet, and/or any other fixtures from the Real Estate. The LaPorte Savings Bank shall have no obligations or liabilities with respect to the furnishings. Beachwalk Vacation Rentals, LLC, Moss Family Limited Partnership and Beachwalk Limited Partnership assume the full responsibility for and risk of any damage to the furnishings. Beachwalk Vacation Rentals, LLC, Moss Family Limited Partnership and Beachwalk Limited Partnership expressly agree to indemnify and hold harmless The LaPorte Savings Bank from any loss, liability, theft, damage or cost that may incur due to allowing the furnishings to remain with the Real Estate, whether caused by the negligence of The LaPorte Savings Bank or otherwise.

6. Marketing. The parties agree and acknowledge that The LaPorte Savings Bank shall have the right to promote, market, and show the Real Estate during the Lease Period, including, but not limited to, placing the Real Estate with listing services, placing signs on the Real Estate, installing a lockbox, advertising, and showing the Real Estate to potential purchasers.

7. General Indemnification. Moss Family Limited Partnership, Beachwalk Limited Partnership and Beachwalk Vacation Rentals, LLC shall indemnify and hold The LaPorte Savings Bank and its affiliates harmless from and against all claims, liabilities, obligations, costs, damages, losses and expenses (including reasonable attorneys' fees and costs of investigation of any nature) arising out of or relating to (i) any breach or violation of the representations or warranties of Moss Family Limited Partnership, Beachwalk Limited Partnership and/or Beachwalk Vacation Rentals, LLC set forth in this Agreement; (ii) any breach or violation of the covenants or agreements of Moss Family Limited Partnership, Beachwalk Limited Partnership and/or Beachwalk Vacation Rentals, LLC forth in this Agreement; (iii) any litigation, suit, claim, proceeding, arbitration or investigation with



respect to the Lease Agreements; (iv) any litigation, suit, claim, proceeding, arbitration or investigation with respect to the Real Estate as a result of matters existing or relating to any period prior to the expiration of the Lease Period; and/or (v) any litigation, suit, claim, proceeding, arbitration or investigation with respect to the Real Estate as a result of matters existing or relating to any period prior to the date the Real Estate is transferred to The LaPorte Savings Bank. The LaPorte Savings Bank shall indemnify and hold Moss Family Limited Partnership, Beachwalk Limited Partnership and Beachwalk Vacation Rentals, LLC harmless from and against all claims, liabilities, obligations, costs, damages, losses and expenses (including reasonable attorneys' fees and costs of investigation of any nature) arising out of or relating to (i) any breach or violation of the representations or warranties of The LaPorte Savings Bank set forth in this Agreement; and/or (ii) any breach or violation of the covenants or agreements of The LaPorte Savings Bank forth in this Agreement.

8. Entire Agreement. This Agreement sets forth the entire understanding of the parties, and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to its subject matter.

9. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if the invalid or unenforceable provision were omitted.

10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

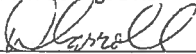
11. Modification. This Agreement may be amended only by a subsequent written agreement specifically reciting that it is an amendment to this Agreement, which said amendment shall be signed by the parties.

12. Miscellaneous. The parties agree to cooperate and execute and deliver any and all documents reasonably requested to effectuate the intent of this Agreement. This Agreement is governed by and construed according to the laws of the state of Indiana. Any action to enforce the terms of this Agreement or to construe the terms of this Agreement may be filed in the courts located in St. Joseph County, Indiana. The parties hereby consent to jurisdiction in the aforementioned courts. If any action is brought to enforce or interpret this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees from the other party, in addition to any other relief that may be awarded.

13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.


The LaPorte Savings Bank

By: 

Printed: Daniel P. Carroll

Title: Exec. Vice President

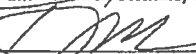
Moss Family Limited Partnership

By: 

Printed: THOMAS J MOSS

Title: SOLE MEMBER, TOM MOSS LLC  
GEN PART. MOSS FAMILY LP


Beachwalk Vacation Rentals, LLC

By: 

Printed: THOMAS J MOSS

Title: SOLE MEMBER,  
BEACHWALK VACATION RENTALS  
LLC

Beachwalk Limited Partnership

By: 

Printed: THOMAS J MOSS

Title: PRES. TOM MOSS LAND DEVELOPMENT  
GEN PART. BEACHWALK LP Co.

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