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Pauler & Griffith
111 W. Washington St.
Chicago, Illinois 60602

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THIS LEASE made and entered into this 7th day of
November, 1969, by and between the FIRST NATIONAL BANK
OF EAST CHICAGO, INDIANA, an Indiana Banking Association, not
personally, but solely as Trustee under Trust Agreement dated
September 18, 1969, and known as Trust No. 100023, hereinafter
referred to as "Lessor", and STEEL DISTRIBUTORS CO., an Illi-
nois corporation, with principal offices at 1132 West Blackhawk
Street, Chicago, Illinois, hereinafter referred to as "Lessee",

WITNESSETH:

PREMISES:

1. The Lessor, for and in consideration of the rents to be paid, of the rights reserved, and of the covenants and agreements hereinafter set forth, to be kept, performed, observed, and fulfilled by the Lessee, has demised and leased, and by these Presents does demise and lease unto the Lessee, that portion of the lands and premises lying and being in the City of East Chicago, County of Lake and State of Indiana, together with existing appurtenances, as described and set forth below:

The easterly 200,000 square feet of the building known as 4505 Euclid Avenue, East Chicago, Indiana (formerly called the fabrication plant when owned by GATX), which building contains approximately 400,000 square feet, and the material yard contiguous and adjacent thereto, lying to the east of said building, which yard is approximately 200 feet long and 200 feet wide, and rights of way over existing roadway for ingress and egress to Euclid Avenue, all as set forth on Exhibit A attached hereto and made a part hereof. (Said real estate and improvements are sometimes herein referred to as "demised premises.") The building is identified as Number 15 on Exhibit A.

PURPOSE:

2. The demised premises shall be used for the purpose of conducting a steel warehousing and storage business and for such other purposes allied and kindred thereto, as may from time to time be engaged in by Lessee.

TERM:

3. The term of this lease shall be ten (10) years, commencing February 1, 1970 and ending ten (10) years from the commencement thereof but not later than January 31, 1980, unless otherwise extended in accordance with the option provisions hereinafter set forth.

RENT:

4. Lessee shall pay to Lessor or Lessor's Agent as basic rental the sum of NINE THOUSAND, FIVE HUNDRED DOLLARS (\$9,500.00) per month during the first year of the term of this lease and the sum of FIFTEEN THOUSAND, EIGHT HUNDRED AND 33/100 DOLLARS (\$15,833.33) per month during the remainder of

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the term of this lease, payable in advance on the first day of each month during the term of this lease, made payable to EAST CHICAGO INDUSTRIAL CENTER at 1401 Lunt Avenue, Elk Grove Village, Illinois, or such other address as Lessor may designate in writing. Said rental figure has been determined by applying annual rental of NINETY-FIVE CENTS (95¢) per square foot to 120,000 square feet for the first year of the term and by applying an annual rental of NINETY-FIVE CENTS (95¢) per square foot to the demised premises under roof for the remainder of the term of the lease. If the term of this lease commences on a day other than the first day of a calendar month, the rent for the fraction of such month shall be prorated and paid to Lessor on the date possession is delivered to Lessee. The rental shall not commence until Lessor shall have substantially completed the changes and repairs as required by Paragraphs 9 and 10 hereof, and Lessor shall have delivered possession of the premises to Lessee.

It is agreed that if the Lessor has not substantially completed the changes and repairs as required by Paragraph 9 hereof and installed the cranes, as required by Paragraph 10 hereof, on or before February 1, 1970, the Lessor shall not be obliged to pay the Lessee for any delay which occurs during the months of February and March of 1970. Lessor agrees, however, to diligently take steps to complete said changes and repairs and install said cranes. If the Lessor does not substantially complete said work before April 1, 1970, then Lessor agrees to pay to Lessee the sum of \$500.00 for each day there is a delay after March 31, 1970, and prior to May 1, 1970. If Lessor does not substantially complete said work prior to May 1, 1970, then Lessor agrees to pay to Lessee the sum of \$250.00 per day for any delay after April 30, 1970 until the work is substantially completed as provided herein. If the work is not substantially completed prior to May 1, 1970, the Lessee shall have the right on May 1, 1970 to cancel this lease upon written notice to Lessor, or at its election to wait until work is substantially completed as provided herein, Lessor being obligated to pay to Lessee the sum of \$250.00 per day until the work is substantially completed. Substantial completion as used herein shall be deemed to be a condition of the premises such as to make them usable for Lessee's intended purpose with at least one operational crane installed in each bay of the demised premises. Notwithstanding the foregoing, Lessor shall not be obligated to make the payments to Lessee as provided herein if Lessor is prevented from completion of the work by reason of strikes, lockouts, fire, unusual delays in transportation, unavoidable casualties or any causes beyond the Lessor's control.

5. In addition to the rent set forth above in Paragraph 4, Lessee agrees to pay during the term or any extended term hereof any increase in real estate taxes levied and assessed against the premises being leased to Lessee (including the material yard to the east of building number 15) over and above the amount of such real estate taxes levied and assessed against said premises

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for the year 1970. The increase in real estate taxes shall be determined by a comparison of the 1970 rates and assessment with the rates and assessment for the year of the increase, and for such purpose the portion of the assessment applicable to the land under building number 15 and in the material yard shall be determined by prorating the area covered thereby against the total area covered by the assessment. In the years subsequent to 1970, there shall be excluded from assessed valuation used to determine the tax increase, if any, such portion thereof as is allocable to improvements made in the demised premises in accordance with the provisions of paragraph 9, and the subparagraphs in paragraph 9, hereinafter set forth -- it being the intention of the parties that the tax increases to be paid by Lessee as additional rent are to be those resulting from rate or assessment increases occurring after the assessed valuation of the demised premises has been increased to reflect the value of said improvements. In the event the parties fail to agree on the portion of real estate taxes owed by Lessee, they shall consult the local Assessor and abide by his determination as to what amount of the total taxes claimed due are attributable to the demised premises, and what portion of assessed valuation is attributable to Lessor's aforesaid improvements. The additional rental for a fraction of a year shall be prorated. Upon presentation by Lessor to Lessee of a written statement (supported by copies of the real estate tax bills applicable) showing the amount of increase of said taxes applicable to the demised premises, Lessee agrees to pay same, and upon failure of Lessee to pay same within thirty (30) days thereafter, said amount shall constitute additional rent due from Lessee at the next rental date.

SECURITY AND UP-KEEP OF PREMISES:

6. Lessee has deposited with Lessor FIFTY THOUSAND DOLLARS (\$50,000.00) in cash, receipt of which is hereby acknowledged, to secure the payment of rent and faithful performance by Lessee of all terms and conditions of this lease, as well as to indemnify Lessor for any cost or expense to which Lessor may be put by reason of any default by Lessee. Said security deposit shall bear interest at the rate of six per cent (6%) per annum unless there be an existing breach or default by Lessee. Provided that Lessee is not in default, one-tenth of said security deposit plus interest shall be returned to Lessee on the first through tenth anniversary dates of the commencement of the term of this lease.

CONDITION AND UP-KEEP OF PREMISES:

7. Lessee has examined and knows the condition of the premises and has received the same in good order and repair (exclusive of latent defects at the beginning of the term of this lease), and acknowledges that no representations as to the condition and repair thereof have been made by Lessor, or its agent, prior to or at the execution of this lease that are not herein expressed; Lessee will keep the premises including all appurtenances in good repair, replacing all broken glass with glass of the same size and quality as that broken, and will replace all damaged fixtures with others of equal quality, and

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will keep the premises in a clean and healthful condition according to the applicable municipal ordinances during the term of this lease at Lessee's expense, and upon the termination of this lease, at any time, will yield up the premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefor at the place of payment of the rent. Lessor shall be responsible throughout the term of this lease for structural repairs, which shall include repairs to the foundation, load bearing and exterior walls, tuckpointing, and replacement of the roof, unless such repairs or replacement shall be caused by the negligence or willful misconduct of the Lessee.

8. Lessor shall not be liable for any damage occasioned by failure to keep said premises in repair, nor for damage done or occasioned by or from plumbing, gas, water, sprinkler, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tank or plumbing fixtures, in, above, upon or about said building or premises, nor for any damage occasioned by water, snow or ice being upon or coming through the roof, skylights, trap door or otherwise, unless occasioned by any failure of Lessor to make any repair required of it under this lease and such repair is not performed within a reasonable time after receipt of reasonable notice by Lessee, nor for any damages arising from acts or neglect of co-tenants or other occupants of the same building, or of any owners or occupants of adjacent or contiguous property.

9. Lessor expressly agrees to diligently make the following changes and repairs in and to the demised premises prior to February 1, 1970:

- A. Fill all holes in existing floor and the entire floor shall have a ~~minimum~~ ^{net} floor load capacity of 1000 pounds per square foot;
- B. Replace all broken windows;
- C. Repair and replace bad siding wherever needed;
- D. Spray interior of demised premises with insulation or provide other insulation having a "U" factor between .25 and .35;
- E. Provide and install a sufficient number of direct infra-red gas-fired heaters to heat and keep interior of demised premises to 60° when outside temperature is 10° below 0 Fahrenheit;
- F. Provide and install a sufficient number of

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electric light fixtures to provide uniform light intensity of not less than 15 candlepower 3 feet off the floor except in the machine areas where the intensity shall be not less than 40 candlepower 3 feet off the floor;

- STOP**
- G. Place existing doors at east boundaries of building in operational condition so that interior cranes are able to leave and to enter building on rails provided for that purpose;
- H. Repair roof wherever necessary so that it is watertight. Lessor's obligation to provide a watertight roof at Lessor's expense shall continue throughout the term of this lease and any extensions thereof;
- I. Grade material yard at east end of building (referred to in "PREMISES" above) and provide adequate drainage for same, including installation of drains where necessary. In addition, Lessor shall cover the surface of said material yard with one inch of stabilized gravel or crushed stone sufficient to provide a mud and muck free surface in inclement weather. Lessor's obligation to provide proper drainage for the material yard shall continue throughout the term of the lease and any extensions thereof;
- J. Construct such walls or partitions as are necessary to separate the demised premises affording reasonable privacy and security. Said walls shall be constructed of such materials as shall insulate the interior of the demised premises from the non-rented portion of the building in a manner equivalent to the insulation provided by the exterior walls;
- K. Construct and furnish all facilities for a locker room and wash-up area, complete with showers, adequate for two shifts of 50 men each, plus toilet, locker and washroom facilities for 8 women, at location to be designated by agreement;
- L. Provide adequate hot water heaters capable of furnishing adequate hot water for the uses contemplated in connection with the above-mentioned washroom facilities;
- M. Install a functional motor-driven mechanical, overhead door adequate for ingress and egress

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N. Remove existing interior wall separating the two northernmost bays;

O. Bring to the interior of the building electrical service to provide 820 amperes if current is 440 volts, or 1650 amperes if current is 220 volts. This shall be in addition to sufficient and proper power required to operate cranes. If the power required for the cranes and the power supply needed to run Lessee's equipment are different, i.e., one is A.C. and one is D.C., the Lessor shall provide and pay for installation of such transformers and equipment as are necessary to operate all machinery, including the cranes, and all lighting fixtures from a single power source.

CRANES:

10. Lessor agrees to install, prior to February 1, 1970, in that part of the building number 15 demised to Lessee nine (9) cranes (two of which shall be 15-ton cranes). Lessee shall select the nine (9) cranes from the cranes belonging to Lessor in building number 15, by giving Lessor written notice of its selection within 45 days after the execution of this lease and after the Lessee shall have its inspection team inspect the various cranes, after electricity is available to operate the cranes, the expense of such inspection shall be borne by the Lessee. Lessor agrees that the nine (9) cranes so selected by Lessee shall be fully operational for 60 days after Lessee takes possession of the demised premises. Lessor shall have the right to leave in the demised premises any cranes which are not selected by Lessee for its own use, rent free and may at any time thereafter have the right to remove any of such cranes from the demised premises at its own expense, not interfering with the operations of Lessee in its business and agrees to use reasonable care in removal of said cranes, and if in the removal thereof, the demised premises or any part are damaged, Lessor agrees to repair same.

LESSEE
NOT TO
MISUSE:

11. Lessee will not allow the premises to be used for any purpose that will increase the rate of insurance thereon for the use of steel warehousing and allied uses as provided herein, nor for any purpose other than that hereinbefore specified, and will not load floors with machinery or goods beyond the floor load rating provided for hereinabove. Lessee will not permit any transfer by operation of law of the interest in the premises acquired through this lease, and will not permit the premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the building or increase the fire hazard of the building, or disturb the tenants or the neighbor-

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hood, and will not permit the same to remain vacant or unoccupied for more than ten (10) consecutive days; and will not allow any exterior signs, cards or placards to be painted or placed thereon, except for corporate signs, not permit any alteration of or addition to any part of the premises, except by written consent of Lessor; all alterations and additions to the premises shall remain for the benefit of Lessor unless otherwise provided in the consent aforesaid. Should it be necessary for Lessee to replace any cranes during the term of this lease, or any extensions thereof, or should Lessee add any cranes during such period, said cranes shall remain the property of Lessee, and the Lessee shall have the right, at its own expense, to remove such replacement cranes or additional cranes at the termination of Lessee's tenancy.

**SUBLETTING
AND
ASSIGN-
MENT**

12. Lessee shall not have the right to sublet in part or in whole or assign this lease without the written consent of Lessor first obtained, which consent shall not be unreasonably withheld, provided that the sublessee's or assignee's use of the premises is of such a nature as will not be more harmful to the premises and will not violate the other provisions of this lease, and provided, further, that Lessee shall not be released from any of its obligations and responsibilities hereunder. Lessor shall not unreasonably withhold its consent to an assignment of the demised premises or any part thereof, provided, however, that the Lessee shall not thereby be relieved of its obligations hereunder. Lessee shall have the right, without consent of Lessor, to assign this lease to a corporation or a company in which the Lessee, or its parent corporation, has at the time of such assignment at least a fifty per cent (50%) interest in the said corporation or company, and provided, however, that Lessee shall not thereby be relieved of its obligations hereunder.

**MECHANIC'S
LIENS:**

13. Lessee will not permit any mechanic's lien or liens to be placed upon the premises or any building or improvement thereon during the term hereof, and in case of the filing of any such lien, Lessee will promptly pay same. If default in payment thereof shall continue for thirty (30) days after written notice thereof from Lessor to the Lessee, the Lessor shall have the right and privilege, at Lessor's option, of paying the same or any portion thereof without inquiry as to the validity thereof, and any amounts so paid, including expenses and interest, shall be so much additional indebtedness hereunder due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of bill therefor.

**INDEMNITY
FOR
ACCIDENTS:**

14. Lessee covenants and agrees that it will protect and save and keep the Lessor forever harmless and indemnified against and from any penalty or damages or charges imposed for any violation of any law or ordinances, whether occasioned by the neglect of Lessee or those holding under Lessee, and that Lessee will at all times protect, indemnify and save and keep harmless the Lessor against and from any and all loss, cost, damage or expense, arising out of or from any accident or other occurrence on or about the premises, causing injury to any person or property

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whomsoever or whatsoever and will protect, indemnify and save and keep harmless the Lessor against and from any and all claims and against and from any and all loss, cost, damage or expense arising out of any failure of Lessee in any respect to comply with and perform all the requirements and provisions hereof. Lessee agrees to carry, during the period hereof, public liability insurance for the premises, written by a company satisfactory to Lessor, providing coverage in the minimum amount of \$500,000 against liability for injury to or the death of any one person and \$1,000,000 against liability arising out of any one accident or occurrence; said insurance shall include Lessor, its agents, beneficiaries and employees as insured parties, and shall provide that Lessor shall be given a minimum of twenty (20) days written notice by the insurance company prior to cancellation, termination or change of such insurance. Lessee shall provide Lessor with copies of the policies or certificates evidencing that such insurance is in full force and effect and stating the terms thereof. Nothing contained in this paragraph shall be construed to obligate the Lessee to indemnify the Lessor as hereinbefore provided for the negligence of Lessor, its agents or employees.

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WAIVER OF SUBROGATION:

15. Neither Lessor nor Lessee shall be liable to the other for any loss or damage to property or injury to or death of persons occurring on the demised premises or the adjoining properties, sidewalks, streets or alleys, or in any manner growing out of or connected with Lessee's use and occupation of said premises, or the condition thereof, or of the sidewalks, streets or alleys adjoining caused by the negligence or other fault of Lessor or Lessee or of their respective agents, employees, sub-tenants, licensees or assignees, to the extent that such loss or damage to property or injury to or death of persons is covered by or indemnified by proceeds received from insurance carried by either party (regardless of whether such insurance is payable to or protects Lessor or Lessee or both), or for which such party is otherwise reimbursed; and Lessor and Lessee each hereby respectively waives all right of recovery against the other, its agents, employees, sub-tenants, licensees and assignees, for any such loss or damage to property or injury to or death of persons to the extent the same is covered or indemnified by proceeds received from any such insurance, or for which reimbursement is otherwise received. Nothing in this paragraph contained shall be construed to impose any other or greater liability upon either Lessor or Lessee than would have existed in the absence of this paragraph.

WATER, GAS AND ELECTRIC CHARGES:

16. Lessee will pay, in addition to the rent above specified, all water, sewer, gas, electric light and power bills, taxed, levied or charged on the premises, for and during the period covered by this lease, and in case said bills shall not be paid when due, Lessor shall have the right to pay the same, which amounts so paid, together with any sums paid by Lessor to keep the premises in a clean and healthy condition, as above specified, are declared to be so much additional rent and payable with the installment of rent next due thereafter. In the event the Lessor furnishes any of such utility services, the Lessee shall pay monthly to Lessor, as an additional rental hereunder, such sum of lawful money as the Lessor may, from time to time, charge for furnishing such utilities at reasonable rates and in no event at rates in excess of the prevailing rates charged at such time and place for similar service by utility companies or the municipality.

KEEP PREMISES IN REPAIR:

17. Except as otherwise herein provided, Lessor shall not be obliged to incur any expense for repairing any improvements upon said demised premises or connected therewith, and the Lessee at its own expense will keep all improvements in good repair (injury by fire, or other causes beyond Lessee's control excepted) as well as in a good tenable and wholesome condition, unless otherwise extended in accordance with the provisions hereinafter set forth.

18. Lessee shall...
19. Lessee shall...
20. Lessee shall...

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and will comply with all applicable regulations, laws or ordinances applicable thereto, as well as lawful requirements of all competent authorities in that behalf. Lessee will, as far as possible, keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. If Lessee does not make repairs as required hereunder promptly and adequately, Lessor may but need not make such repairs and pay the costs thereof, and such costs shall be so much additional rent immediately due from and payable by Lessee to Lessor.

QUIET POSSESSION:

18. Lessor hereby warrants and represents that Lessor has good title to the demised premises; that Lessor has full right, power and authority to make this lease; that the subject premises are free from any restrictions or limitations on their use which may prevent or interfere with such use as a steel warehouse and other like uses, and if Lessee shall keep and perform all the covenants of this lease on the part of Lessee to be performed, Lessor will guarantee to Lessee the quiet peaceful and uninterrupted possession of said premises during the term aforesaid and will defend Lessee in the event of any challenge to Lessee's right thereto.

ACCESS TO PREMISES:

19. Lessee shall allow Lessor, its agents, employees or servants, or any other person thereunto, authorized by Lessor, free access to the premises hereby leased for the purpose of examining the same, to ascertain if the same are in good repair and in a clean, sightly and healthy condition, and to make such repairs or alterations as Lessor may see fit to make, and to exhibit the same on reasonable notice to Lessee and at a reasonable time to prospective purchasers of the building in which said premises are contained, and to prospective tenants in the place of Lessee, and for the last mentioned purpose to allow to be placed in and upon said premises within one (1) year of the termination of this lease or any renewal thereof, at such places as may be directed by Lessor, notices of "For Rent" or "For Sale;" and Lessee undertakes and agrees that neither it nor any person within its control will interfere with said notices when thus placed. Lessor shall have the right of access herein mentioned without Lessee's consent.

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ABANDON-
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RELETT-
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20. If Lessee shall abandon or vacate the premises, or if Lessee's right to occupy the premises be terminated, by Lessor, by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit and Lessor agrees to use reasonable efforts to obtain the highest rental for said premises; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this lease.

HOLDING
OVER:

21. Lessee will, at the termination of this lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of SEVEN HUNDRED FIFTY and 00/100ths DOLLARS (\$750.00) per day; but the provisions of this clause shall not be held as a waiver by Lessor of any right to re-entry as hereinafter set forth; nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein.

DEFAULTS:

22. If default be made in the payment of the above rent, or any part thereof, and such default continues for a period of twenty (20) days; or Lessee shall be adjudged a bankrupt, or a decree or order approving, as properly filed, a petition or answer asking reorganization of Lessee under the Federal Bankruptcy Laws as now or hereafter amended, or under the laws of any State, shall be entered, and any such decree or judgment or order shall not have been vacated or stayed or set aside within thirty (30) days from the date of the entry or granting thereof; or Lessee shall file or admit the jurisdiction of the court and the material allegations contained in, any petition in bankruptcy, or any petition pursuant or purporting to be pursuant to the Federal Bankruptcy Laws as now or hereafter amended, or Lessee shall institute any proceedings or shall give its consent to the institution of any proceedings for any relief of Lessee under any bankruptcy or insolvency laws or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, arrangements, composition or extension; or Lessee shall make any assignment for the benefit of creditors or shall apply for or consent to the appointment of a receiver for Lessee or any of the property of Lessee; or a decree or order appointing a receiver of the property of Lessee shall be made and such decree or order shall not have been vacated, stayed or set aside within thirty (30) days from the date of entry or granting thereof; or Lessee shall vacate the leased premises or abandon the same during the term hereof; or Lessee shall make default in any of the other covenants and agreement herein contained to be kept, observed and performed by Lessee, and such default shall continue for

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thirty (30) days, it shall be lawful for Lessor at any time thereafter, at its election, with notice to Lessee, to declare said term ended, and to re-enter the premises, or any part thereof, with or without process of law, and to remove said Lessee, or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have, at all times, the right to distrain for rent due, and shall have a valid and first lien upon all personal property which Lessee now owns, or may hereafter acquire, or have an interest in, whether exempt by law or not, as security for payment of the rent herein reserved.

EXTRA
FIRE
HAZARD:

23. There shall not be allowed, kept or used in the premises any inflammable or explosive liquids or materials save such as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable Board of Underwriters and statutes and ordinances now or hereafter in force.

RE-ENTRY:

24. If default be made in the payment of the above rent, or any part thereof, or in any of the covenants herein contained to be kept by the Lessee, and such default shall continue after written notice thereof has been delivered to Lessee as provided in paragraph 22 hereof, it shall be lawful for Lessor at any time thereafter, at its election, with notice to Lessee, to declare said term ended, and to re-enter the premises, or any part thereof, with or without process of law, and to remove Lessee, or any persons occupying the same, without prejudice to any remedies which might otherwise be used for arrears of rent, and Lessor shall have at all times the right to distrain for rent due.

FIRE AND
CASUALTY:

25. If the said premises shall, without fault or neglect on Lessee's part, be destroyed or injured by fire, the elements or other cause, and such destruction or injury may reasonably be repaired within ninety (90) days from the happening of such destruction or injury, then Lessee shall not be entitled to surrender possession of said premises, nor shall Lessee's liability to pay rent under this lease cease, without the mutual consent of the parties hereto; but in case of any such destruction or injury, Lessor shall repair the same with all reasonable speed and shall complete such repairs within ninety (90) days from the happening of such injury; and if during such repairs Lessee shall thereby be deprived of the occupation of any portion of said premises, a proportionate allowance shall be made to Lessee from the rent, corresponding to the time during which and to the premises of which Lessee shall be so deprived on account of such destruction and on account of the making of said repairs. If any such destruction or injury regardless of cause, would not reasonably be repaired within ninety (90) days, either party may terminate the term of this lease and all obligations

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NUISANCE:

26. Lessor agrees that it shall not lease the balance of building number 15 to anyone whose use thereof shall constitute a public nuisance or shall be noxious to Lessee or Lessee's products.

OPTIONS:

27. A. First Renewal Option. Provided that Lessee is not in default under this lease at the date of exercising this option and at the expiration of the original term, at the expiration of the initial ten year term provided for in this lease, said term shall be extended, at the option of Lessee, for an additional period of five (5) years then next ensuing, on the same terms, covenants and conditions as herein set forth, except as to renewals and except that the basic annual rental for said first renewal term shall be an amount equal to the original basic rental paid during the first ten (10) years plus an additional increment determined by adding to said basic rental an amount equal to the product of multiplying said basic rental by the percentage of increase by which the latest published Consumer Price Index for Urban Wage Earners and Clerical Workers for the Chicago Area for all items (hereinafter referred to as "Consumer Price Index") prior to December 31, 1979, exceeds the latest published Consumer Price Index prior to December 31, 1970 plus any increase in real estate taxes as provided in Paragraph 5 above. Lessee shall give Lessor six (6) months' notice prior to the expiration of the term hereof of its desire so to extend such term.

B. Second Renewal Option. Provided that Lessee is not in default at the date of exercising this option and at the expiration of the first renewal term, at the expiration of the first renewal term specified above, said term shall be entended, at the option of Lessee, for an additional five (5) years then next ensuing, on the same terms, covenants and conditions as herein set forth, except as to renewals, and except that the basic annual rental for said second renewal term shall be an amount equal to the original basic rental paid during the first ten (10) years, plus an additional increment determined by adding to said basic rental an amount equal to the product of multiplying said basic rental by the percentage of increase by which the latest published Consumer Price Index prior to December 31, 1984, exceeds the latest published Consumer Price Index prior to December 31, 1970, plus any increase in real estate taxes as provided in Paragraph 5 above. Lessee shall give Lessor six (6) months' notice prior to the expiration of the first renewal term of its desire to extend this lease through the second and final renewal term.

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C. Option for Additional Available Space. For thirty (30) days after the date of execution of this lease, Lessee shall have the option to lease, on the same terms and conditions, the remaining space in the building containing the demised premises. The rental for all the space shall be on a square foot basis at the rate of EIGHTY-FIVE CENTS (85¢) per square foot per annum or at an annual rental of TWO HUNDRED SEVENTY-TWO THOUSAND DOLLARS (\$272,000) for the first year of the term of the lease and THREE HUNDRED FORTY THOUSAND DOLLARS (\$340,000) for the balance of the term of the lease. Lessee shall also pay a prorata share of the real estate tax increases as additional rent in the manner hereinbefore set out. Such option shall be exercised by notice in writing within said thirty (30) day period.

D. Amount of Space Subject to Renewal Options. If the option under 27C above is exercised, the renewal options under 27A and 27B shall apply also to all the space leased. The basic rental shall be at the rate of EIGHTY-FIVE CENTS (85¢) per square foot or at an annual rental of THREE HUNDRED FORTY THOUSAND DOLLARS (\$340,000), plus Consumer Increase as provided in paragraphs 27A and 27B hereof, plus the real estate tax increases as additional rental in the manner hereinbefore set forth in paragraph 5, 27A and 27B hereof.

**PAYMENT
OF FEES:**

28. Each party will pay and discharge all reasonable costs, attorneys' fees and expenses that may be incurred by the other party in enforcing the covenants and agreements of this lease, and this lease and all covenants and agreements herein contained shall be binding upon, apply, and inure to the respective successors and assigns of the parties hereto.

**RAILROAD
SPUR:**

29. The demised premises are presently served by existing railroad tracks, which makes possible delivery thereto and removal therefrom of freight. Lessor retains the right during the lease term to relocate said tracks but agrees that in no event will said tracks be relocated in such manner as to result in the discontinuance of existing railroad service to the premises nor to make such service unavailable to Lessee.

**CERTIFI-
CATION:**

30. The Lessee agrees that any time and from time to time, upon not less than five (5) days' prior written request by the Lessor, to execute, acknowledge and deliver to the Lessor a statement in writing certifying that this lease is unmodified and in full force and effect (or if there have been modifications, what such modifications are), and the dates to which the rental and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article may be relied upon by any prospective purchaser of the premises or mortgagee or assignee of any mortgage upon the premises.

MORTGAGES:

31. Lessee may not at any time during the term of this lease mortgage or encumber the leasehold interest hereby created without the written consent of Lessor. In the event Lessor hereafter mortgages the demised premises and assigns all of its right, title and interest in and to this lease and the rents payable hereunder as additional security for indebtedness to be created by said mortgage and in the event the mortgage provides or the

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hood, and will not permit for more than
 exterior mortgages, except additional mortgages of Lessee, remain in force until replaced by new mortgages within the period of one year after the date of replacement of the original mortgage.
 This Document is the property of the Lake County Recorder, Indiana, and is subordinated to said mortgage, at the request of Lessor the Lessee agrees to make, execute and deliver an instrument subordinating this lease to such mortgage or trust deed, provided that the mortgagee or trustee under such mortgage or trust deed shall agree either in said mortgage or trust deed or by separate instrument duly signed, acknowledged and delivered and in such form that the same may be recorded in the Recorder's Office of Lake County, Indiana, that, so long as Lessee shall not be in default under the provisions of this lease, (i) this lease shall remain in full force and effect without impairment of any of the rights of Lessee hereunder, including the Lessee's continued right to possession during the leased term and any extension thereof, and (ii) in the event of the institution of a foreclosure or other suit or proceeding under or pursuant to any such mortgage or trust deed, Lessee will not be made a party to any such suit or proceeding, and the same shall not affect the rights of Lessee under this lease, but any purchaser of said property under foreclosure or other suit or proceedings shall take said property subject to the within lease and shall be bound by all of its covenants as though the purchaser were the original land owner.

CONDEMNATION: 32. If, during the term of this lease, the whole of the demised premises shall be taken or condemned by any competent authority for a public or quasi-public use or purpose, then this lease shall cease and terminate; each party shall be released from further obligation hereunder, and the rent shall be apportioned as of the date of such taking, and any award, compensation or damages (hereinafter referred to as "award") shall be paid to and be the sole property of Lessor.

If, during the term of this lease, a substantial part of the demised premises, but less than all, is so taken or condemned, then this lease, at the option of Lessee (such option to be exercised by notice before, or within thirty (30) days after, the date of such taking), shall cease and terminate; each party shall be released from further obligation hereunder, and the rent shall be apportioned as of the date of such taking. A taking to such extent as to render thirty percent (30%) or more of the then aggregate floor space of building number 18 occupied by Lessee unusable for the purpose of Lessee's business shall be deemed to be the taking of a "substantial part" of the demised premises within the meaning of this lease.

If, during the term of this lease, a portion of the demised premises, but less than a substantial part thereof, is so taken or condemned, or if a substantial part of the demised premises is so taken but the Lessee does not exercise its option to terminate this lease as provided above, Lessor shall

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cause such construction and repairs to be promptly and diligently performed as may be necessary in order that the remaining portion of the demised premises may be made suitable for the operation of Lessee's business. For such period, if any, that the demised premises shall be rendered untenable, by reason of such taking and repair and construction, for the normal operation of the business of Lessee, the rental under this lease shall be reduced in the same proportion as the area of the building rendered untenable during such construction period bears to the total area of the building before such taking. From and after the date of such taking, except for the period of construction hereinabove referred to, the rental under this lease shall be reduced in the same proportion as the area of the building remaining as restored bears to the total area of the building before such taking.

The award, compensation or damages resulting from the taking or condemnation shall be paid and belong to Lessor. Provided the Statutes of Indiana then in effect permit separate awards to lessees for business interruption, moving expense and value of fixtures and improvements made by a lessee which do not become the property of Lessor upon the termination of the lease, nothing herein contained shall be deemed or construed to prevent the Lessee from interposing and prosecuting in any condemnation proceedings a claim for business interruption, moving expenses and value of any such fixtures or improvements installed in or made to the demised premises by the Lessee provided, further, that said award does not affect in any way or manner the award to be made to Lessor. In the event of a taking or condemnation which results in a termination of this lease in accordance with the above provisions, the Lessor shall pay to the Lessee, from the Condemnation Award received by Lessor, a sum equal to the unamortized cost of Lessee's fixtures and leasehold improvements which are taken by the condemning authority; provided, however, that from such sum of indemnity shall be deducted an amount equal to that which Lessee shall have received from the public authority as an award for damages to such fixtures and leasehold improvements as a result of the taking.

SEVER- ABILITY:

33. If any term or provision of this lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this lease shall not be affected thereby, but each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

WAIVER:

34. No failure by Lessor to re-enter or otherwise to exercise any of its rights or remedies for any breach by Lessee of any of the terms, covenants or conditions hereof shall constitute a waiver of such terms, covenants or conditions for the future or of its rights or remedies with respect to subsequent breaches.

NOTICES:

35. Any and all notices by the Lessor to Lessee required by this lease, or by law, may be delivered to an officer of Lessee or may be sent by registered or certified mail (return receipt requested), postage prepaid, to Lessee at 1132 West Blackhawk, Chicago, Illinois, or such address as shall last have been furnished in writing by Lessee to Lessor.

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Any and all notices to Lessor required by this lease or by law, may be delivered to an officer of Lessor or may be sent by registered or certified mail (return receipt requested), postage prepaid, to Lessor, c/o Trust Department, 720 West Chicago Avenue, East Chicago, Indiana 46312 (with a copy thereof to FAY N. RUBENSTEIN, 66 Crest Drive, South Orange, New Jersey 07079), or to such address as shall last have been furnished in writing by Lessor to Lessee.

MISCELLANEOUS:

36. This lease shall be construed in accordance with the laws of the State of Illinois as if the demised premises were located therein. Where in this instrument masculine pronouns are used, or words indicating the singular number appear, such words shall be considered as if feminine or neuter pronouns or words indicating the plural number had been used, where the context indicates the propriety of such use. Where in this instrument rights are given to either Lessor or Lessee, such rights shall extend to the agents, employees and representatives of such persons.

TRUSTEE:

37. This instrument is executed by the undersigned Trustee, not personally, but solely as Trustee under the terms of that certain Agreement dated the 18th day of September, 1969, creating Trust No. 100023 and it is expressly understood and agreed by the parties hereto that, anything herein to the contrary notwithstanding, each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the FIRST NATIONAL BANK OF EAST CHICAGO, INDIANA, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said Agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the FIRST NATIONAL BANK OF EAST CHICAGO, INDIANA, on account hereof, or on account of any covenants, undertaking, representation or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto, and by all persons claiming by or through or under said parties.

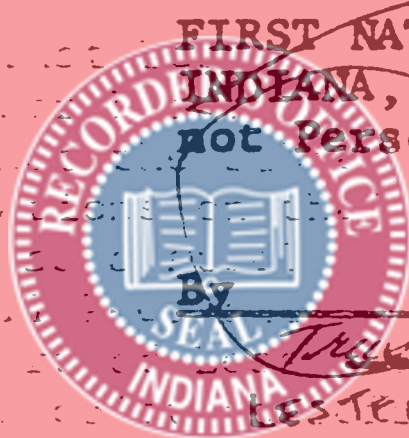
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IN WITNESS WHEREOF, the parties have caused their respective corporate names to be hereunto subscribed by their respective Presidents, or by one of their Vice-Presidents, and their Corporate Seals to be affixed and said seals to be attested by their respective Secretaries, or by one of their Assistant Secretaries, all as of the day and year first above written.

FIRST NATIONAL BANK OF EAST CHICAGO,
INDIANA, As Trustee aforesaid and
not personally,



Walter J. Fox
President
WALTER F. MURPHY JR.

ATTEST:

Harold Boardway
Secretary

HAROLD BOARDWAY

STEEL DISTRIBUTORS CO.

By *Irwin P. Muchman*
President

IRWIN P. MUCHMAN

ATTEST:

David H. Pauker
Secretary

DAVID H. PAUKER

THIS INSTRUMENT WAS PREPARED BY MAX F. GOLDBERG AND
DAVID H. PAUKER

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STATE OF ILLINOIS)
COUNTY OF COOK)

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I, Charles J. Patterson, a Notary Public in and for said County and State, do hereby certify that William T. Macdonald, personally known to me to be the President of STEEL DISTRIBUTORS CO., and David H. Pauker, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this date and severally acknowledged that, as such President and Secretary of said corporation, they signed and delivered said instrument and caused the Corporate Seal of said corporation to be affixed thereto, pursuant to authority given them by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my Notarial Seal this 13th day of October, 1969.



Charles J. Patterson
Notary Public

STATE OF INDIANA)
COUNTY OF Lake)

STATE OF INDIANA)
LAKE COUNTY)
FILED FOR RECORD)
FEB 13 9 29 AM '70

I, Diana E. Orin, a Notary Public in and for said County and State, do hereby certify that Robert T. Murphy Jr, personally known to me to be the Trust Officer President of FIRST NATIONAL BANK OF EAST CHICAGO, INDIANA, and Harold Crowder, personally known to me to be the Trust Officer Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this date and severally acknowledged that, as such Trust Officer President and Trust Officer Secretary of said corporation, they signed and delivered said instrument and caused the Corporate Seal of the said banking corporation to be affixed thereto, pursuant to authority given them by the Board of Directors of said corporation, as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my Notarial Seal this 7th day of November, 1969.



My Commission Expires Nov. 22, 1970

Diana E. Orin
Notary Public
DIANA E. ORIN

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SUMMARY OF BUILDINGS

	SQUARE FEET
1 & 2 Offices	39,658
3	81,140
4	94,053
5	19,202
6 & 7 Power House & Transformer House	9,024
8 & 9 Lecker Room & Jig Building	55,776
10	78,008
11	16,177
12, 13 & 14 Lecker Building, Transformer Building and Pump House	8,659
15	392,406
16 & 17 Pipe Shop & Paint Storage	8,990
18	37,700
TOTAL	840,781

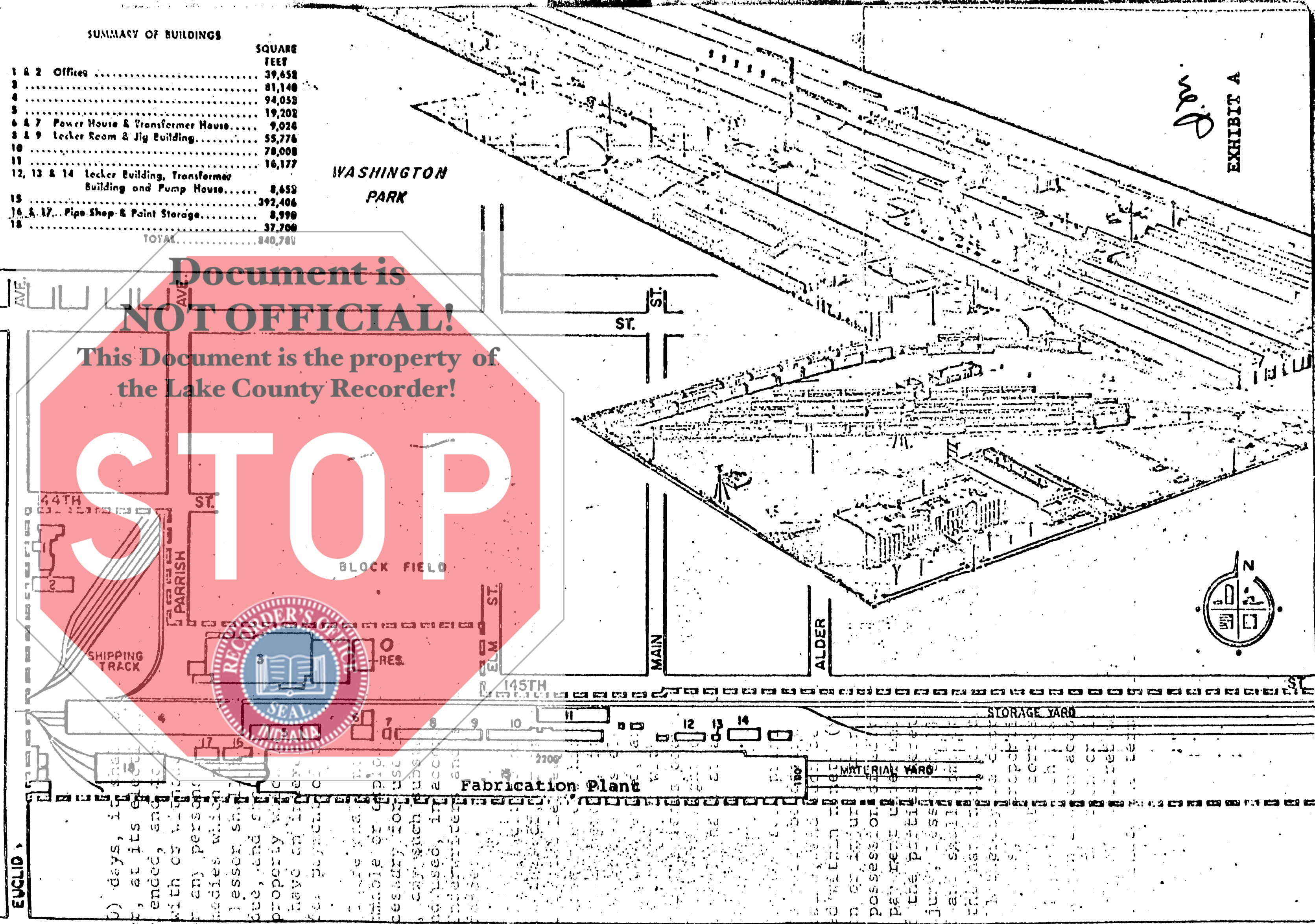
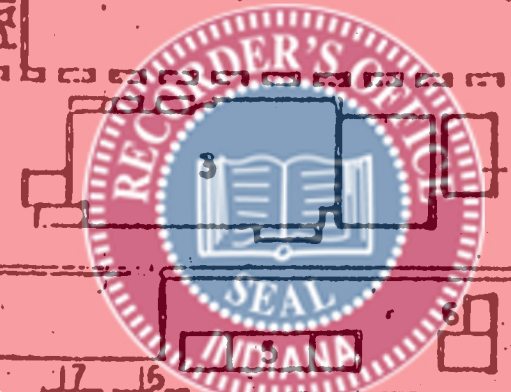
WASHINGTON PARK

EXHIBIT A

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STOP



thirty (30) days, in the event the lessee fails to pay the rent therefor, at its option the lessor may terminate this lease and thereupon, with or without notice to the lessee, the lessor may re-let the premises to any person and the lessee shall be liable for the difference between the amount of rent hereunder and the amount of rent actually received by the lessor from the re-letting, and the lessee shall be liable for the cost of advertising and the cost of the re-letting. The lessee shall also be liable for the cost of the lessor's legal expenses in enforcing the provisions of this lease. The lessee shall also be liable for the cost of the lessor's legal expenses in enforcing the provisions of this lease. The lessee shall also be liable for the cost of the lessor's legal expenses in enforcing the provisions of this lease.