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FIRST AMENDMENT TO LEASE DATED SEPTEMBER 21, 1983 BETWEEN
SIX-FOURTEEN INDIANA CORPORATION AND HUGH J. McLAUGHLIN & SON, INC.

THIS AGREEMENT, entered into this 27th day of April, 1984, by and between SIX-FOURTEEN INDIANA CORPORATION, an Indiana corporation, hereinafter referred to as "Lessor" and HUGH J. McLAUGHLIN & SON, INC., an Indiana corporation, hereinafter referred to as "Lessee",

WITNESSETH:

WHEREAS, on September 21, 1983, the parties entered into a lease for the premises located at 614 North Indiana Avenue, Crown Point, Indiana, more particularly described as follows:

Part of the Southeast 1/4 of Section 5, Township 34 North, Range 8 West of the 2nd Principal Meridian, being the North 113.96 feet of the following described tract:

Commencing at a point on the West side of the highway 198 feet North of the Northeast corner of Lot 5 in Block 21 of Railroad Addition to the Town of Crown Point; thence running North along the West line of the Highway 2 chains and 56 links; thence running West to a point which is 4 chains and 88 links East of the center of Thomas Street, being the Northeast corner of a piece of land deeded by Jacob Shaack and wife to Henry Frederick on December 11, 1882; thence running South 2 chains and 56 links to the Southeast corner of said Frederick lot; thence running East to the place of beginning, the City of Crown Point, Lake County, Indiana.

;and

WHEREAS, since the date of the execution of the lease, the parties have found that certain terms of the lease should be amended.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. That paragraph 5, Rent, of the lease should be amended to read as follows:

Rent

5. The Lessee agrees to pay to the Lessor as rent hereunder, during the term of this lease, unless modified as

STATE OF INDIANA, S.C. NO.
LAKE COUNTY
FILED FOR RECORD

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WILLIAM BIELSKI JR
RECORDER

Lease No. 72780

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hereinafter provided, as follows:

October 1, 1983 to April 30, 1984 the sum of \$5,500.00 per month;

Beginning on May 1, 1984, the monthly rental being charged at that time shall be reduced by \$1,100.00 to \$4,400.00 a month, which monthly rental, plus any modifications as to the rent as herein provided, shall continue until May 1, 1994 at which time the monthly rental then being charged shall be increased an additional \$1,100.00 per month and unless further modified, shall continue at said monthly rate to the end of the term of this lease.

After commencement of the term of the lease, all rent payments shall be paid in advance on the first day of the month and continue on the first day of each month thereafter during the term of the lease, all with interest on each said installment after the same becomes due at the rate of 12% per annum, with reasonable attorney fees and costs of collection, and without relief from valuation and appraisal laws. All payments shall be made at such places as the Lessor may from time to time designate in writing.

2. That paragraph 6, Option to Modify Rental, of the lease, should be amended to read as follows:

Option to Modify Rental

6. Beginning on September 1, 1984 and once each year thereafter, the Lessor shall have the option to increase the monthly rental to a maximum of 2.75% over the then present rental. The Lessor shall notify the Lessee in writing by September 15th of the increase and the new rental shall commence on the October 1st following the increase and remain in effect for at least eleven (11) months thereafter. The new rental shall continue for the remainder of the term unless modified again. The option provided in this paragraph shall be in addition to the \$1,100.00 to be added to the monthly rental as provided in paragraph 5 as modified.

3. That paragraph 10, Lessee's Maintenance of the lease shall be amended to read as follows:

Lessee Maintenance

10. Lessee agrees, at Lessee's expense, to keep the demised premises in good repair. The Lessee's obligations for repair and maintenance shall include not only the interior of the building, but all exterior portions of the demised premises and shall include the roof, the heating, air conditioning, plumbing and electrical

systems of the demised premises. In addition, the Lessee shall maintain driveway and the parking lots and remove the snow as needed. The Lessee shall maintain the premises in a wholesome condition and at all times fully comply with all health, fire and police regulations in force and to keep the demised premises and areas adjacent thereto, safe and secure and conformable to the lawful and valid requirements of the municipality in which the building is situated, and of all other public authorities, and will make, at Lessee's own expense, all additions, improvements, alterations and repairs on the demised premises or to the appurtenances and equipment thereof required by any lawful authorities, and will keep Lessor harmless and indemnified at all times against any loss, damage, cost or expense by reason of the failure to do so in any respect or by reason of any accident, loss or damage resulting to persons or property from any use which may be made of the demised premises; and Lessee agrees that it will save, hold and keep Lessor free and clear of and from any and all claims, demands, penalties, liabilities, judgments, costs and expenses, including reasonable attorney's fees, arising out of any damage which may be sustained by adjoining property or adjoining owners or lessees in connection with any remodeling, altering or repairing of the demised premises.

4. That paragraph 11, Lessor's Maintenance, of the lease shall be eliminated.

5. That paragraph 12, Public Liability Insurance, of the lease should be amended to read as follows:

Public Liability Insurance

12. Lessee agrees that it will at all times during the term hereof, carry and maintain, for the mutual benefit of Lessor and Lessee, general public liability insurance against claims for personal injury, sickness or disease, including death and property damage in, on or about the demised premises, or in, on or about the street, sidewalks or premises adjacent to the demised premises, such insurance to afford protection to the limit of not less than \$1,000,000.00 in respect to each person, and to the limit of not less than \$5,000,000.00 in respect to any one occurrence causing bodily injury or death, and to the limit of not less than \$500,000.00 in respect to property damage. Said limits of liability shall be reviewed annually by the agent providing the liability insurance and increased as he advises. At no time shall the coverages be less than the amounts set forth herein. Lessee shall furnish Lessor with a duplicate certificate or certificates of such insurance policy or policies. All such insurance shall be procured from a responsible insurance company or companies in the state where the demised

premises are located, and may be obtained by Lessee by endorsement on its blanket insurance policies. All such policies shall provide that the same may not be canceled or altered except upon ten (10) days prior written notice to Lessor and its mortgagee.

6. That paragraph 14, Fire and Comprehensive Insurance, of the lease should be amended to read as follows:

14. Lessee agrees that it will at all times during the term hereof, carry and maintain, for the mutual benefit of Lessor and Lessee, fire and comprehensive insurance on the leased premises, such insurance to afford protection in an amount not less than the replacement cost of the improvements to the leased premises. Lessee shall furnish Lessor with a duplicate certificate or certificates of such insurance policy or policies. All such insurance shall be procured from a responsible insurance company or companies in the state where the demised premises are located, and may be obtained by Lessee by endorsement on its blanket insurance policies. All such policies shall provide that the same may not be canceled or altered except upon 30 days prior written notice to Lessor and its mortgagee. All fire and comprehensive insurance coverage shall be subject to the provisions of the loan agreement and trust indenture executed by the Lessor with the City of Crown Point and The Commercial Bank of Crown Point on September 21, 1983 and in connection with the Economic Development Commission Bonds, 1983 Series, Six-Fourteen Indiana Corporation Project.

7. That paragraph 28, Assignment by Lessee, of the lease should be amended to read as follows:

28. Lessee shall not sublet said premises or any part thereof nor assign this lease without the prior written consent of Lessor and The Commercial Bank. Any transfer of this lease from Lessee by merger, consolidation, liquidation or otherwise by operation of law shall constitute an assignment for the purpose of this lease and shall require the written consent of Lessor and The Commercial Bank. Any consent by Lessor to any assignment or subletting shall not constitute a waiver of the necessity for each consent to any subsequent assignment or subletting. In the event that Lessee shall at any time during the term of this lease sublet all or any part of said premises or assign this lease, either with the consent as hereinbefore provided or without the consent of Lessor and The Commercial Bank, then and in such event, it is hereby mutually agreed that Lessee shall nevertheless remain fully liable under all of the terms, covenants and conditions of this lease.

If any Lessee or any guarantor of this lease is a corporation and if at any time during the term of this lease the person or persons owning a majority of such corporation's voting shares shall cease to own a majority of such shares whether due to sale, assignment,

operation of law or other disposition (unless due to transfer by inheritance) or if any guarantor shall be dissolved, Lessee shall so notify Lessor and Lessor shall have the right, at its option, to terminate this lease by notice to Lessee given within forty-five (45) days following receipt of such notice.

8. That the paragraph entitled Penalty Interest of the lease should be amended to read as follows:

Penalty Interest

Installments of rent unpaid for thirty (30) days after due shall bear interest at twelve percent (12%) per annum until paid. All other amounts payable hereunder, whether additional rent or otherwise, shall bear interest at the rate of twelve percent (12%) per annum from due date, or date of advance by Lessor, until paid.

9. That the paragraph entitled First Right to Purchase of the lease shall be eliminated.

10. There shall be added to the lease the following paragraph:

Lien of Trust Indenture


This lease is subject to the prior lien of the mortgage and trust indenture for \$240,000.00 from Six-Fourteen Indiana Corporation to The Commercial Bank of Crown Point, Indiana as Trustee, dated September 21, 1983 and recorded September 26, 1983 as Document No. 726992.

11. The parties agree that the amendments to said lease shall become part of the lease upon the date of execution of the amendment as if they were included in the original lease and those portions of the lease unmodified and not deleted shall remain as they were originally written and executed.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures the day and year first written above.

SIX-FOURTEEN INDIANA CORPORATION
BY: 
Bernard H. Schenk, President

ATTEST:


Dennis J. Ambrose, Secretary

LESSOR

HUGH J. McLAUGHLIN & SON, INC.

By:

B. H. Schenk, President

ATTEST:

Blanche P. Schenk
Blanche P. Schenk, Secretary

LESSEE

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bernard H. Schenk and Dennis J. Ambrose, the President and Secretary, respectively of Six-Fourteen Indiana Corporation, who executed the foregoing A mendment to Lease on behalf of said corporation.

WITNESS my hand and Notarial Seal this 27 day of April, 1984.

Barbara J. Poler
Notary Public Barbara J. Poler

My Commission Expires: 7-16-85
County of Residence of Notary Public: Lake

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared B. H. Schenk and Blanche P. Schenk, the President and Secretary, respectively, of Hugh J. McLaughlin & Son, Inc., who executed the foregoing A mendment to Lease on behalf of said corporation.

WITNESS my hand and Notarial seal this 27 day of April, 1984.

Barbara J. Poler
Notary Public Barbara J. Poler

My Commission Expires: 7-16-85
County of Residence of Notary Public: Lake

This instrument prepared by Herman Barber, attorney at law.