

*Rock Pinkerton & Medmar  
9008 Indpls. Blvd.  
Highland, 46322*

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LEASE

THIS LEASE, entered into by ES Investments, an Indiana general partnership, (hereinafter referred to as "Landlord") and Bittner & DeTella, Inc., an Indiana corporation (hereinafter referred to as "Tenant").

WITNESSETH THAT Landlord and Tenant, in consideration of their mutual undertakings, agree as follows:

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord:

The office building known as 4718 Indianapolis Boulevard, East Chicago, Indiana, and legally described as Lot 9, Block 1, Subdivision of the Southwest Quarter of Section 29, Township 37 North, Range 9 West of the 2nd P.M. in the City of East Chicago, as shown in Plat Book 2, page 11, in Lake County, Indiana.

(hereinafter referred to as Leased Premises) and all appurtenances thereto for a term of five (5) years, commencing on November 1, 1985, and ending on October 31, 1990, unless sooner terminated, and Tenant without demand or notice shall pay a monthly rental of Sixteen Hundred and no/100 Dollars (\$1,600.00) payable on or before the first day of each month in advance, at the address of Landlord set forth in this Lease, or such other address as Landlord by notice shall direct, all upon the following covenants, terms and conditions:

1. USE, COMPLIANCE WITH LAWS, SIGNS

The Leased Premises shall be used by Tenant for any legal purpose permitted by law and/or applicable zoning ordinances. Tenant shall keep the Leased Premises in a clean and orderly condition and shall conduct its business therefrom in a careful and safe manner. Tenant shall not use the Leased Premises or maintain them in any manner constituting a violation of any ordinance, statute, regulation, or order of any governmental authority, including without limitation zoning ordinances, nor shall Tenant maintain, permit or suffer any nuisance to occur or exist on the Leased Premises. Tenant shall not affix to or upon the exterior of the Leased Premises any sign, insignia or decoration without the prior written consent of Landlord, which consent shall not be unreasonably withheld.

2. SURRENDER AND HOLDOVER

Upon the expiration or sooner termination of this Lease Tenant shall surrender to Landlord the Leased Premises, together with all other property affixed to the Leased Premises (excepting trade fixtures) broom clean and in the same order and condition in which Tenant received them, the effects of ordinary wear, acts of God, casualty, insurrection, riot or public order excepted. Unless an event of default as hereinafter defined has occurred and remains uncured, Tenant shall prior to the expiration of the term remove all of Tenant's trade fixtures and personal property from the Leased Premises. Any damage to the Leased Premises caused by such removal shall be repaired by Tenant prior to the expiration of the term. At Landlord's option, if Tenant fails to remove such trade fixtures and personal property then the same shall be deemed the property of the Landlord. If Tenant shall remain in possession of all or any part of the Leased Premises after the expiration of the term of this Lease, with the consent of the Landlord, then the Tenant shall be a lessee from month to month as the same rental and subject to all of the other applicable covenants, terms and conditions hereof.

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### 3. ASSIGNMENT AND SUBLETTING

Tenant shall not assign, mortgage, encumber, or transfer this Lease in whole or in part, or sublet the Leased Premises or any part thereof, nor grant a license or concession in connection therewith without the prior written consent of Landlord, which consent shall not be unreasonably withheld. This prohibition shall include any act which has the effect of an assignment or transfer and which occurs by operation of law, except any transfer or assignment resulting from the death of Tenant, if a natural person.

### 4. ALTERATIONS AND MAINTENANCE OF LEASED PREMISES

Tenant shall not cause or permit any alterations, additions or changes of or upon any part of the Leased Premises without first obtaining the written consent of the Landlord. All alterations, additions or changes to the Leased Premises shall be made in accordance with all applicable laws and shall become the property of the Landlord.

Landlord, promptly after written notice from Tenant, shall make all repairs necessary to maintain the following in the same condition they are now in:

- A. The exterior and structural walls (excluding storefronts, doors and glass) structural floors (excluding floor coverings), foundations, roofs, gutters, and exterior downspouts of the Leased Premises.
- B. All appurtenances (if any) to the Leased Premises including, without limitations, lobbies, stairways, storage areas, passageways, sidewalks, driveways, parking areas and canopies.
- C. Water, sewage, gas and electrical lines from the public mains up to the point of entry to the Leased Premises, and
- D. If the Leased Premises are an integral part of a larger structure, then to such portions of the structure which because of its state of disrepair adversely and materially affects Tenant's use of the Leased Premises,

except to the extent that the acts or neglect of Tenant, its employees or invites necessitates such repairs. Tenant shall make all other repairs not required to be made by Landlord to maintain the Leased Premises in the same condition they are now in. Tenant accepts the Leased Premises in their present condition. Tenant shall not be obligated under this provision to repair any injury to the Leased Premises resulting from fire or other casualty. The preceding sentence is not intended to limit, modify or release Tenant from any liability it may have for damage or destruction.

### 5. DESTRUCTION

If the Leased Premises should be damaged or destroyed by fire or other cause to such extent that the cost of repair and restoration would exceed 30 percent of the amount it would cost to replace the Leased Premises in their entirety at the time such damage or destruction took place, then Landlord shall have the right to cancel this Lease by giving Tenant notice of such election within thirty (30) days after the occurrence of such damage or destruction and this Lease shall terminate as of fifteen (15) days after the date such notice is given. If Landlord fails to exercise this option to terminate then Landlord shall at its expense promptly repair and restore the Leased Premises to substantially the same condition they were in prior to the damage or destruction.

If the Leased Premises should be damaged or destroyed by fire or other cause to such an extent that the costs of repair and restoration would be less than thirty (30) percent of the amount it would cost to replace the Leased Premises in their entirety at the time such damage or destruction took place, then this Lease shall not terminate and the Landlord shall at its expense promptly repair and restore the Leased Premises to substantially the same condition they were in prior to the damage or destruction.

If the Leased Premises are an integral part of a larger structure and if the structure should be damaged or destroyed by fire or other cause to such extent that the cost of repair and restoration would exceed thirty (30) percent of the amount it would cost to replace the structure in its entirety at the time such damage or destruction took place and notwithstanding that the Leased Premises may be unaffected by such damage or destruction, then Landlord shall have the right to cancel this Lease by giving Tenant notice of such election within thirty (30) days after the occurrence of such damage or destruction and this Lease shall terminate fifteen (15) days after the date such notice is given.

In the event the Leased Premises are damaged or destroyed the rents herein provided, or a fair or equitable portion thereof, shall be abated until such time as the Leased Premises are repaired and restored. The term of this Lease shall be extended for a period during which there has been a complete abatement of rent. The opinion of an architect or registered engineer appointed by Landlord as to the costs of repair, restoration or replacement shall be controlling upon the parties. Landlord's obligation to restore or repair does not include fixtures or improvements installed or owned by Tenant. The provisions of this Section are not intended to limit, modify or release Tenant from any liability it may have for damage or destruction.

## 6. CONDEMNATION

If the entire Leased Premises, or such portion thereof as will make the remainder unsuitable for the use permitted by this Lease, is condemned by any legally constituted authority, or if a conveyance or other acquisition in lieu of such condemnation is made, then this Lease shall terminate as of the date possession is required by the condemnor. If a portion of the Leased Premises is condemned but the remainder is still suitable for the use permitted by this Lease, this Lease shall not terminate but a portion of the rent for the rest of the term shall be abated in proportion to the amount of the Leased Premises taken. All compensation paid in connection with the condemnation shall belong to and be the sole property of Landlord, except Tenant shall be entitled to any compensation awarded for Tenant's trade fixtures and for moving expenses.

## 7. MECHANIC'S LIENS

Tenant shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Leased Premises or any part thereof not against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant. If such statement of intention to hold a Mechanic's Lien shall be filed, Landlord at its option may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the lienor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Tenant, upon demand by Landlord, shall cause the lien to be released by the filing of a written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this Lease shall be deemed or construed to constitute

consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Leased Premises; nor as giving Tenant the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishings of any material that would permit the attaching of a valid Mechanic's Lien.

#### 8. INDEMNIFICATION AND RELEASE

Regardless of whether or not, separate, several, joint or concurrent liability may be imposed upon Landlord, Tenant shall indemnify and hold harmless Landlord from and against all damages, claims and liability arising from or connected with Tenant's control or use of the Leased Premises, including without limitation, any damage or injury to person or property. This indemnification shall not include any matter for which the Landlord is effectively protected against by insurance. If Landlord shall, without fault, become a party to litigation commenced by or against Tenant, then Tenant shall indemnify and hold Landlord harmless. The indemnification provided by this Section shall include Landlord's legal costs and fees in connection with any such claim, action or proceeding. Tenant does hereby release Landlord from all liability for any accident, damage or injury caused to person or property on or about the Leased Premises, whether due to negligence on the part of Landlord and notwithstanding whether such acts or omissions be active or passive. Landlord and Tenant do each hereby release the other from all liability for any accident, damage or injury caused to person or property, provided, this release shall be effective only to the extent that the injured or damaged party is insured against such injury or damage and only if this release shall not adversely affect the right of the injured or damaged party to recover under such insurance policy.

#### 9. EVENTS OF DEFAULT

Any of the following shall be deemed an Event of Default:

- A. The failure to pay any installment of rent when the same becomes due and the failure continues for 5 days.
- B. Tenant's failure to perform or observe any other covenant, term or condition of this lease to be performed or observed by Tenant and if curable, the failure continues for fifteen (15) days after notice thereof is given to Tenant.
- C. Abandonment of the Leased Premises.
- D. The filing or execution or occurrence of:
  - (1) An involuntary petition in bankruptcy against Tenant and the failure of Tenant, in good faith, to promptly commence and diligently pursue action to dismiss the petition.
  - (2) A petition against Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act, and the failure of Tenant in good faith to promptly commence and diligently pursue action to dismiss the petition.
  - (3) A general assignment for the benefit of creditors by Tenant.
  - (4) The taking by any party of the leasehold created hereby, or any part thereof, upon foreclosure,

levy, execution, attachment or other process of law or equity.

For purposes of this Section 9 and Sub-Section B of Section 10, the term "Tenant" shall include any assignee, sublessee, or guarantor of Tenant. This provision, however, shall not be construed to permit the assignment of this Lease, nor the subletting of the Leased Premises, except as may be permitted hereby.

#### 10. LANDLORD'S REMEDIES

A. Upon the occurrence of any Event of Default Landlord may, at its option, in addition to any other remedy or right it has hereunder or by law:

- (1) Re-enter the Leased Premises, without demand or notice, and resume possession by an action in law or equity or by force or otherwise and without being liable in trespass or for any damages and without terminating this Lease. Landlord may remove all persons and property from the Leased Premises and such property may be removed and stored at the cost of Tenant.
- (2) Terminate this Lease at any time upon the date specified in a notice to Tenant. Tenant's liability for damages shall survive such termination. Upon termination such damages recoverable by Landlord from Tenant shall, at Landlord's option, be either an amount equal to "Liquidated Damages" or an amount equal to "Indemnity Payments".

"Liquidated Damages" means an amount equal to the excess of the rentals provided for in this Lease which would have been payable hereunder by Tenant, had this Lease not so terminated, for the period commencing with such termination and ending with the date set for the expiration of the original term granted, (hereinafter referred to as "Unexpired Term"), over the reasonable rental value of the Leased Premises for such Unexpired Term.

"Indemnity Payments" means an amount equal to the rent and other payments provided for in this Lease which would have become due and owing thereunder from time to time during the Unexpired Term plus the cost and expenses paid or incurred by Landlord from time to time in connection with:

- (a) Obtaining possession of the Leased Premises;
- (b) Removal and storage of Tenant's or other occupant's property;
- (c) Care, maintenance and repair of the Leased Premises while vacant;
- (d) Reletting the whole or any part of the Leased Premises;
- (e) Repairing, altering, renovating, partitioning, enlarging, remodeling or otherwise putting the Leased Premises, either separately or as part of larger premises, into condition acceptable to, and reasonably necessary to obtain new lessees.

(f) Making all repairs, alterations and improvements required to be made by Tenant hereunder and of performing all covenants of the Tenant relating to the condition of the Leased Premises,

less the rent and other payments, if any, actually collected and allocable to the Leased Premises of the portions thereof relet by Landlord. Tenant shall on demand make Indemnity Payments monthly and Landlord can sue for all Indemnity Payments as they accrue.

(3) Without terminating this Lease, relet the Leased Premises without the same being deemed an acceptance of a surrender of this Lease nor a waiver of Landlord's rights or remedies and Landlord shall be entitled to Indemnity payments, as heretofore defined, from Tenant. Any reletting by Landlord may be for a period equal to or less than, or extending beyond the remainder of the original term, or for the whole or any part of the Leased Premises, separately or with other premises or for any sum, or to any lessee or for any use Landlord deems appropriate.

B. Upon the occurrence of any of the following:

- (1) The filing of a voluntary petition in bankruptcy by Tenant.
- (2) The filing of a petition or answer by Tenant seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.
- (3) An adjudication of Tenant as a bankrupt or insolvent.
- (4) The appointment of a trustee, receiver, guardian, conservator or liquidator of Tenant with respect to all or substantially all of its property.

this Lease shall terminate ipso facto as of such occurrence and the Leased Premises shall be surrendered as required by Section 2. Tenant's liability for damages shall survive such termination and Landlord shall be entitled to recover an amount equal to Liquidated Damages as defined above or an amount equal to the maximum allowed by a statute or rule of law in effect at the time when and governing the proceedings in which such amount is sought, whichever is less.

#### 11. ADVANCES AND INTEREST

Upon the occurrence of any Event of Default, Landlord may, if such default has not been cured, cure that default for the account and at the expense of Tenant. If Landlord in curing such default is compelled to pay or elects to pay any sum of money or do any acts which will require the payment of any sum of money, the sum so paid or incurred shall be reimbursed by Tenant upon demand by Landlord. All sums as to which Tenant is in default of payment shall bear interest at the rate of ten percent (10%) per annum until paid.

#### 12. ATTORNEY'S FEES

Each party shall pay the other party's reasonable legal costs and attorney's fees incurred in successfully enforcing against the other party any covenant, term or condition of this lease.

### 13. ACCESS BY LANDLORD TO LEASED PREMISES

Landlord, Landlord's agents, and Landlord's prospective lessees, purchasers or mortgagees shall be permitted to inspect and examine the Leased Premises at all reasonable times and Landlord shall have the right to make any repairs to the Leased Premises which Landlord may deem necessary, but this provision shall not be construed to require Landlord to make repairs except as is otherwise required hereby. For a period commencing six (6) months prior to the expiration of the term of this Lease, Landlord may maintain "For Rent" signs on the front or on any part of the Leased Premises.

### 14. QUIET ENJOYMENT

If Tenant shall perform all of the covenants and agreements herein provided to be performed on Tenant's part, Tenant shall, at all times during the term, have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Landlord or any parties lawfully claiming under Landlord.

### 15. GENERAL ASSIGNMENT OF PARTIES

This Lease shall extend to and be binding upon the heirs, personal representatives, successors and assigns of the parties. This provision, however, shall not be construed to permit the assignment of this Lease except as may be permitted hereby. When applicable, use of the singular form of any word shall mean or apply to the plural and the neuter form shall mean or apply to the feminine or masculine.

The captions and article numbers appearing in this Lease are inserted only as matter of convenience and are not intended to define, limit construe or describe the scope or intent of such provisions. No waiver by Landlord of any default by Tenant shall be effective unless in writing, nor operate as a waiver of any other default or of the same default on a future occasion. Landlord's acceptance of rent shall not be deemed a waiver as to any proceeding default. Any notices to be given hereunder shall be deemed sufficiently given when in writing and (a) actually served on the party to be notified or (b) placed in an envelope directed to the party to be notified at the following addresses and deposited in the United States mail by certified or registered mail, postage prepaid:

1. If to Landlord at 4718 Indianapolis Boulevard, East Chicago, Indiana 46312.

2. If to Tenant at 4718 Indianapolis Boulevard, East Chicago, Indiana 46312.

Such addresses may be changed by either party by written advise as to the new address given as above provided. If there is more than one Tenant, their obligation shall be joint and several. This Lease shall not be recorded.

### 16. REAL ESTATE TAXES AND INSURANCE

Real estate taxes and premiums for public liability and fire and extended coverage insurance shall be paid by the Lessor. Both Landlord and Tenant shall be named as insured parties. The insurance shall be obtained by the Landlord.

### 17. OPTION TO RENEW

The Tenant is granted an option to extend the term demised herein for an additional five (5) year period upon all the same terms and conditions, including rental. If the Tenant chooses to exercise its option, the Tenant shall give written notice of same

not less than three (3) months prior to the expiration of the original term. If timely notice is not given by the Tenant, the option shall be of no further force or effect.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease on the 1st day of November, 1985, and if this Lease is executed in counterparts, each shall be deemed an original.

LANDLORD

TENANT

E.S. INVESTMENTS

BITTNER & DeTELLA, INC.

By: Michael S. Bittner  
Michael S. Bittner

By: Michael S. Bittner  
Michael S. Bittner, President

Ronald E. DeTella  
Ronald E. DeTella

Ronald E. DeTella  
Ronald E. DeTella,  
Secretary-Treasurer

STATE OF INDIANA )  
                          ) SS:  
COUNTY OF LAKE )

Before me a Notary Public in and for said County and State personally appeared E.S. INVESTMENTS by Michael S. Bittner and Ronald E. DeTella, and BITTNER & DeTELLA, INC. by Michael S. Bittner, President, and Ronald E. DeTella, Secretary-Treasurer who acknowledged the execution of the foregoing Lease.

Witness my hand and Notarial Seal this 1st day of November, 1985.

My Commission Expires: 5/22/87

Signature Milton Roth

Printed MILTON ROTH

Residing in Lake County, Indiana

