Joel C Swyplad. 9013 Frages Aplad. Nightern 46322

NO LIEN CONSTRUCTION CONTRACT

It is specifically agreed by and between LEVER BROTHERS COMPANY, hereinafter referred to as "Lever" or "Owner", and VIDIMOS, INC. hereinafter referred to as "Contractor", as follows:

1. Lever has issued to Contractor Purchase Order No. H8701031 to cover the necessary supervision, labor, tools, equipment and material for repair work to line #1, 2 and 3, second floor dust collection system in conformity with The terms, conditions and documents set forth therein, a copy of said Purchase Order being attached hereto as Exhibit "A" and specifically made a part hereof.

- 2. That said Construction Contract shall be performed at the property of Lever in Hammond, Indiana, and commonly knows as 1200 Calumet Avenue, and legally described as per Exhibit "B" attached hereto and specifically made a part hereof.
- 3. That this Contract is to be performed on a NO LIEN CONTRACT BASIS, as provided by the provisions of said Furchase Order and by the provisions of GC-3 General Conditions-Contract Work which has been executed and approved by the Contractor.
- 4. That this document shall be recorded with the Office of the Recorder of Lake County, Indiana, and pursuant to the provisions of Indiana Code 32-8-3-1 shall serve as notice to any and all contractors, subcontractors, mechanics, journeymen, laborers, or persons that NO LIEN shall attach to the real estate, building, structure or any other improvement of the Owner arising out of the performing of labor upon, furnishing materials or machinery for or doing business with the Owner or the Contractor under this Contract or upon said property.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives

METHAD J. PLASIEUN LEGERDAN, LAME COUNTY DINN POINT, INDIANA 4869

120

and to become effective upon the 1987.	e 6 day of Match,
	LEVER BROTHERS COMPANY
	By: Trach Swotten
	Printed Name: Frank S. Walters
	Title: <u>Purchasing Vice President</u> Household Products
ATTEST:	
By:	_
Printed Name: Andrea B. Green	_
Title: Acting Secretary	_
-	_
	VIDIMOS, INC.
	VIDIMOS, INC. By: A. Switt Velling
	1041/1
	By: A. Scott Vedenios Printed A C. T. W. D. Mass
ATTEST:	By: A. Scott Villings Printed A. Scott VIDIMOS
ATTEST: By: Futte letylass	By: A. Scott Villings Printed A. Scott VIDIMOS
ATTEST:	By: A. Scott Villings Printed A. Scott VIDIMOS
ATTEST: By: Sutte Setzlaff Printed -	By: A. Scott Villings Printed A. Scott VIDIMOS

STATE OF NEW YORK
COUNTY OF NEW YORK)
Before me, a Notary Public, in and for said County and State, personally appeared <u>Frank S. Walters</u> and <u>Andrea B. Green</u> , the <u>Purchasing Vice President</u> , <u>Household Products</u> and <u>Acting Secretary</u> , respectively, of LEVER BROTHERS COMPANY, as its duly authorized officers and representatives and acknowledged the execution of this Contract.
Dated this 44 day of March, 1987.
Notary Public
My Commission Expires: Notary Public, State of New York No. 03-4787858
March 30, 1987 March 30, 1987 Qualified in Bronx County Sertificate Filed in New York County My Comm. Expires March 30, 1987
Authorized in: New York County
New York Country
STATE OF
COUNTY OF)
Before me, a Notary Public, in and for said County and State, personally appeared A. Scatt Judimes and and and Incretary and representatives and acknowledged the execution of this Contract.
Dated this other day of March
Notary Public "Minimum
My Commission Expires:
April 24, 1989
County of Residence:
Tarle
\searrow
This instrument prepared by Joel C. Levy, Attorney At Law, 9013 Indianapolis Boulevard, Highland, Indiana 46322, (219) 972-2660.

ELEVER BROTHERS COMPANY

. 26029

QUANTITY

TO VIDIMUS INC 3850 MICHIGAN AVE FAST CHICAGO, IN 44312

TINU.

COL

25?

PURCHASE ORDER NO. H 877 1871 THIS NUMBER AND CODE NO. BELOW MUST APPEAR ON ALL INVOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE.

SHIP MATERIAL OR PERFORM SERVICES, AS DESCRIBED BELDWAY ACCORDING TO TERMS AND CONDITIONS PRINTED ON FACE AND REVERSE SIDE HEREOF.

DELIVER TO: 1200 CALUMET AVENUE HAMMOND, IN 46320

ALUMET AVENUE OND, IN 46320

CONTROL NO. 998 42252

祝意祝中TAXABLE

PLEASE MAIL INVOICE: IN DUPLICATE, AND BILL OF LADING TO LEVER BROS, AT THIS ADDRESS TERMS

5-6-87 U3-21) -87

CODE NO.

Panagann.

PROJECT AHSA

DESCRIPTION I UNIT PRICE | AMOUNT

NET 35-152 RETAINER

883 .0

3885 . 60

FURNISH NECESSARY SUPERVISION, LABOR, TOOLS, EQUIPMENT, AND MATERIAL FOR REPAIR WORK TO LINE A1, 2, 3 3, SECOND FLOOR DUST COLLECTION SYSTEM AS PER VIDIMOS QUOTATION.

NOTE: THIS IS A "NO LIEN CONTRACT" AND ALL

AGRK PERFORMED AND MATERIALS FURNISHED ARE PURSUANT TO A "NO LIEN CONTRACT" WHICH WILL BE RECORDED WITH THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA, THE TERMS AND CON-CITIONS AS STATED IN SPECIFICATION NHORDS OF LAKE UARIED, SUPPLEMENTED, OUALIFIED, OF INTERPRETED BY ANY PRIOR COURSE OF DEALING BETWEEN THE PARTIES. THE TERMS AND CONDITIONS CONTAINED MERCIA SHALL DETERMINE THE LEGAL RELATIONSHIP OF THE PARTIES.

SECURITY OF INFORMATION

SECURITY OF INFORMATION

OF INFORMATION

OF INFORMATION

ON TO KEEP

ON FIDENTIAL

ON FIDENTIAL

CONTINUED.

THIS ORDER IS ACCEPTED IN ACCORDANCE WITH ALL TERMS AND CONDITIONS CONTAINED ON THE FACE HEREOF AND ON THE REVERSE SIDE OF ORIGINAL —

PLEASE

EXECUTE AND RETURN PROMPTLY

ACKNOWLEDGMENT

A Sult Vulinus

By (AUTHORIZED SIGNATURE)

BY (AUTHORIZED SI

VIDIMOS INC

3/4/87

AUTHORIZED SIGNATURE

S. WALTERS

(PURCHASING VICE PRESIDENT)

UNLESS EXERT BY LAW, SELLEP FURTHER AGREES TO COMPLY WITH THE FOLLOWING EMPLOYMENT PRACTICES: VIETNAR ERA VETERANS PEACHUSTNENT ASSISTANCE ACT OF 1974 (38 U.S.C. 2012); REBABILITATION ACT OF 1973; UTILIZATION OF MINGRITY BUSINESS ENTERPRISES (EXECUTIVE ERDER 11458); AND LABOR SURPLUS AREA CONCERNS REGULATIONS.

EXHIBIT A
Page 1 of 5

REPARTETATION ACT OF 1973; UTILIZATION OF PINORITY BUSINESS RENTERPRISES REXECUTIVE DEDICE ITAME); AND LABOR SURPLUS AREA CONCERNS HEGULATIONS.

EXHBBIT A Page 3 of 5

TO: VIDIAGS INC 3858 MICHIGAN AVE FAST CHICAGO, IN: 46312

PURCHASE ORDER NO. H187 153 THIS NUMBER, AND CODE NO. BELOW, MUST APPEAR ON ALL IN VOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE

SHIP MATERIAL OR PERFORM SERVICES, AS DESCRIBED BELOW ACCORDING TO TERMS AND CONDITIONS PRINTED ON FACE AND REVERSE SIDE HEREOF!

DELIVER TO: 1200 CALUMET AVENUE HAMMOND, IN 46320

99410442252 CONTROL NO. "PLEASE MAIL INVOICE, IN DUPLICATE, AND BILL OF LADING TO LEVER BROS. AT THIS ADDRESS ${\mathbb T}$ DATE OF ORDER DELIVERY REQUIRED 33-23-87 NET 39-152 BETAINER INSTALLED ITEM CODE NO. DESCRIPTION UNIT PRICE NEITHER THE FINAL PAYMENT NOR ANY PART OF THE RETAINED PERCENTAGE SHALL BECOME DUE UNTIL THE CONTRACTOR SHALL DELIVER TO THE OWNER A COM-PLETE RELEASE OF ALL LIENS ARISING OUT OF THE CONTRACT, OR RECEIPTS IN FULL IN LIEU THEREOF AND AN AFFIDAVIT THAT, SO FAR AS HE HAS KNOW-LEDGE OR INFORMATION, THE RELEASES AND RE-CEIPTS COVER ALL THE LABOR AND MATERIAL FOR WHICH A LIEN COULD BE FILED. CONTRACTOR SHALL, IF ANY SUBCONTRACTOR REFUSES TO FURNISH A RELEASE OR RECEIPT IN FULL, FURNISH A BOND SATISFACTORY TO THE OWNER TO INDEMNIFY IT AGAINST ANY AND ALL LIENS OR CLAIMS WHICH MAY AT ANY TIME BE FILED OR ASSERTED BY SUCH SUB-CONTRACTOR. IF THE AMOUNTS RETAINED BY THE OWNER ARE SUF-FICIENT FOR THE AFORESAID PURPOSES, OR IF ANY

000 BUSIN 55 SECURIT'

EXPENSES AND REASONABLE ATTORNEY'S FEES IN COMMECTION: THEREWITH. JERMS AND CONDITIONS OF THIS CONTRACT ARE LISTED AN DOCUMENTS NO. 30975, 30976, 30977, 30978, & 30979.

SUCH LIEN OR CLAIM REMAINS UNDISCHARGED OR UNSATISFIED AFTER ALL PAYMENTS HAVE BEEN MADE TO THE CONTRACTOR, THEN THE CONTRACTOR SHALL PROMPTLY REFUND TO THE OWNER ALL MONIES THAT

SATISFY SUCH CLAIM, INCLUDING ALL COSTS AND

ID TO DISCHARGE SUCH LIEN OR

THIS ORDER IS ACCEPTED IN ACCORD-ANCEWITH ALL TERMS AND CON-DITIONS CONTAINED ON THE FACE HEREOF AND ON THE REVERSE SIDE OF ORIGINAL

EXECUTE AND RETURN PLEASE PROMPTLY

ACKNOWLEDGMENT

(PURCHASING VICE PRESIDENT)

UNLESS EXEMPT BY LAW, SELLER FURTHER AGREES AC COMPLY FILH THE FOLLUWING EPPLOYMENT PRACTICES: VIETNAH ERA VETEPANS REACHUSINERT ASSISTANCE ACT OF 1974 (38 U.S.C. 一种走了); REMARKLITATION ACT OF 1973; UTILIZATION OF MINORITY BUSINESS ENTERPRISES (EXECUTIVE BROSS LIVEBBY AND LARGE SUBPLUS BREA CCACERNS RESULATIONS.

EXHIBIT A Page 4 of 5

CONCERNS REDULATIONS.

EXHIBIT A
Page 5 of 5

PARCEL 1:

A part of the U. S. Government Lots Number One (1) and Number Two (2) in the East One-half (E 1/2) of Section One (1), Township Thirty-Seven (37) North, Range Ten (10) West of the Second Principal Meridian, Lake County, Indiana, desribed as:

Commencing at a point seventeen and three-tenths feet (17.3') North of the Southeast corner of said U. S. Government Lot Number One (1), Thence North Eight Hundred Eighty-nine and twenty-one one hundredths feet (889.21') on the East line of said Section One (1) to a point Fifty feet (50') southwesterly by a rectangular measurement from the center line of the One Hundred Foot (100') right-of-way of the Pittsburgh, Fort Wayne and Chicago Railway; thence Northwesterly Thirteen Hundred Fifty-five and thirty-four One-hundredths feet (1355.34') parallel to and fifty feet (50') southwesterly by rectangular measurement from said center line of the railroad right-of-way to the Wolf River center line, as established by agreement dated December 3rd, 1903, thence southwesterly seven hundred thirty-seven and twenty-two one-hundredths feet (737.22') on said center line to the original center line of Indianapolis Boulevard (before same was widened to one hundred feet (100') by an addition of twenty feet (20') along the northeasterly side thereof; thence Southeasterly fifteen hundred one and seventy-six one-hundredths feet (1501.76') along said center line of Indianapolis Boulevard to a point; thence Northeasterly one hundred seventy-five and eighty-nine one-hundredths feet 175.89') by rectangular measurement from said center line; thence East One Hundred Seventy-five and eighty-nine one-hundredths feet (175.89') to the place of beginning; Excepting from the above description a tract of land two hundred feet (200') in width lying adjacent to and parallel to a line which is fifty feet (50') distant Southwesterly by rectangular measurement from the center line of the above described one hundred foot (100') right-of-way of the Pittsburgh, Fort Wayne, and Chicago Railway containing nineteen and five tenths (19.5) acres, exclusive of streets.

PARCEL 2:

That part of the east half of Section 1, Township 37 North, Range 10 West of the 2nd P.M., in Lake County, Indiana, described as follows: Beginning at the intersection of the center line of Indiana Boulevard as it was in the year 1922, with the center line of Calumet Avenue, thence north along the said center line of Calumet Avenue 495.32 feet, thence west at right angles to the last described line 175.89 feet to a point, thence southwesterly at an angle of 140 degrees 54 minutes with said last described line and at right angles to the said center line of Indiana Boulevard as it was in the year 1922, 175.89 feet to the said center line of Indiana Boulevard as it was in the year 1922, thence southeasterly along said center line 495.32 feet to the place of beginning, containing two acres, more or less, the same being parts of Lots 1 and 2, in the old (Government) survey of Section 1 aforesaid, situated in the City of Hammond, in Lake County, Indiana;

Excepting so much of said real estate as has been dedicated for street purposes in Indianapolis Boulevard and Calumet Avenue in the City of Hammond, Lake County, Indiana.

PAGE 1 OF 2 PAGES

All that certain piece or parcel of land situated in the City of Hammond, Township of North, County of Lake and State of Indiana, and being part of the Northeast Quarter of Section One, Township Thirty-seven North, Range Ten West of the Second Principal Meridian, bounded and described as follows, viz:

BEGINNING at a point where the Northeasterly line of land of Lever Brothers Company meets the middle line of Calumet Avenue, eighty feet wide, in the line dividing Section One, Township Thirty-Seven North, Range Ten West of the Second Principal Meridian from Section Six, Township Thirty-seven North, Range Nine West of the Second Principal Meridian, at the distance of six hundred and forty-six feet and eight one-hundredths of a foot measured due North along said Section dividing line from a point at the East Quarter corner of said Section One; extending from said beginning point North fifty degrees eleven minutes two seconds West, by said land of Lever Brothers Company, crossing the Westerly line of said Calumet Avenue and by land now or formerly of the Shedd Estate, the distance of one thousand six hundred and thirt?-nine feet to a point, said line being immediately continguous to and superimposed upon the present northeast boundary line of property now owned by Lever Brothers Company; thence by land of the Pittsburgh, Fort Wayne and Chicago Railway Company the following two courses and distances:

(1) North thirty-nine degrees forty-eight minutes fifty-eight seconds East Eighty feet to a point, and (2) South fifty-three degrees forty-nine minutes six seconds East, recrossing said Westerly line of Calumet Avenue, one thousand four hundred and ninety-six feet and thirty-five one-hundredths of a foot to a point in the said middle line of Calumet Avenue in said line dividing Section One, Township Thirty-seven North, Range Ten West of the Second Principal Meridian from Section Six, Township Thirty-seven North, Range Nine West of the Second Principal Meridian, and thence due South, along said middle line of Calumet Avenue, being along said last mentioned Section dividing line, the distance of two hundred and twenty-seven feet and fifty-seven one-hundredths of a foot to the place of beginning, CONTAINING four acres and six thousand six hundred and seven ten-thousandths of an acre, more or less.

(Being part of the same premises (1) a portion of which was conveyed to the Grantor by Deed from the City of Hammond dated November 6th, 1924, and recorded in Lake County, Indiana, in Deed Book No. 341, page 570; (2) another portion of which was conveyed to said Grantor by Deed from Charles B. Shedd, et al, dated August 18th, 1924, recorded as aforesaid in Deed Book 338, page 235 (3) and the other portion of which was quit-claimed to said Grantor by deed from the First Trust and Savings Bank of Hammond, Lake County, Indiana, dated November 5th, 1924, recorded as aforesaid in Deed Book 341, page 569, Excepting, Reserving and Subject as in said Deeds set forth.)

UNDER AND SUBJECT (1) to the right of way or easement, fifty feet wide, for railroad switch and the easement for wagon road reserved by Charles B. Shedd, et al, in their deed dated August 18th, 1924, above recited, and (2) if and to the extent the same may now affect the land above described, to the water way dedicated by Agreement between Oliver Forsyth and E.A. hedd dated December 3rd, 1901, and subject to any rights of the State or ndiana and the United States of America in said water way.