921201

## NO LIEN CONSTRUCTION CONTRACT

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

- 1. Lever has issued to Contractor Purchase Order No. H-8702887 for Blazer 5000 Laser Marking 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 know 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 NOCLIEN CONTRACT BASIS, as provided by the provisions of said Purchase 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

Please return to: Joel C. Levy 9013 Indianapolis Blvd. Highland, IN 46322

1900

and to become effective upon , 1987.	the 5th day ofJune
	LEVER BROTHERS COMPANY
	By: Tranh I World
	Printed Name: Frank S. Walters
	Title: <u>Purchasing Vice President</u> Household Products
ATTEST:	
By: Ass	
Printed Name: <u>Andrea B. Green</u>	
Title: Acting Secretary	<del></del>
	LASERTECHNICS, INC.
	By: Janis Bield Jr.
	Printed Louis F Bieck Je-
,	Title Hesiders
ATTEST:	
By: Sary J	
Name: Sany L. Prendon	
Title: Vice Providont	
<del></del>	

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 thirty-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:

Rallway 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.

PAGE 2 OF 2 PAGES

By: Duck Inc.

By: Duck Inc.

Printed
Name: Louis F. Bieck Jr.

Title: President

Before me, a Notary Public, in and for said County and State, personally appeared Louis F. Bieck Jr. and Gary L. Pierson, the President and Chief Executive Officer and Vice President respectively, of LASERTECHNICS, INC., as its duly authorized officers and representatives and acknowledged the execution of this Contract.

Dated this 3 day of June

June 1987.

Notary Public

Jenine Paterson

My Commission Expires:

12/9/99

County of Residence:

Bernalillo

SOYARI

OBLIC

OF ME

STATE OF NEW YORK ) COUNTY OF NEW YORK )	
State, personally appear Andrea B. Green Household Products respectively, of LEVER B	tary Public, in and for said County and ed Frank S. Walters and and the Purchasing Vice President, and Acting Secretary ROTHERS COMPANY, as its duly authorized ives and acknowledged the execution of
Dated this	day of, 1987.
	Notary Public
My Commission Expires: -February 28, 1990 Ax	just 31, 1989
Authorized in: New York County	DENEEN MARQUEZ Notary Public, State of New York No. 60-4825282 Qualified in Westchester County Gommission Expires March 30, 19
<b>8</b> :	
STATE OF	
COUNTY OF	}
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This instrument prepared by Joel C. Levy, Attorney At Law, 9013 Indianapolis Boulevard, Highland, Indiana 46322, (219) 972-2660.

UNLESS EXEMPT BY LAW, SELLER FURTHER AGREES TO COMPLY WITH THE FOLLOWING CMPLOYMENT PRACTICES: WISTNAM CRA VETERANS REACUUSTMENT ASSISTANCE ACT OF 1974 (38 U.S.C. DELTE); BYFFFELLITATION ACT OF 1973; UTILIZATION OF MINOPITY BUSINESS ENTEPPRISES (EXECUTLY) CROSS ESTABLE AUG LARDE SURPLUS AREA

CONCERNS REGULATIONS

Exhibit A Page 1 of 5

Noising PERARTMENT! CHARGE TO ACCOUNT LATALLET IN MALALEHO 6-17916 7 1 1 1 2176 246 700 ERS COMPAN SHIP MATERIAL OR PERFORM SERVICES, AS DESCRIBED BELOV LASER TECHNICS" DELIVER TO: 1200 CALUMET AVENUE 550% YIUSHIRB AUTHUE, NE HAMMOND, IN 46320 ALBUQUER QUE WINN 87113 11,21-6,02-0009-000 CONTROL NO. PLEASE MAIL INVOICE, IN DUPLICATE, AND BILL OF LADING TO LEVER BROS. AT THIS ADDRESS U DATE OF ORDER DELIVERY REQUIRED 6/5/87 07-31-37 **以后于二语位** SHIPIVIA HARMOND'S IN DESCRIPTION 21.0 LIENS: CONTRACTOR ON HIS OWN BEHALF AND (INSOFAR AS HE IS ABLE TO CONTRACT IN THAT PARTICULAR) ON BEHALF OF ALL OF HIS SUBCONTRACTORS AND SUP-PLIERS OF MATERIAL AND LABOR HEREBY EXPRESSLY WAIVES THE BENEFITS OF THE MECHANICS LIEN LAWS OF THE STATE IN WHICH THE EQUIPMENT AND MA-CHINERY, BEING CONSTRUCTED, ERECTED OR REPAIRED, IS LOCATED. THE CONTRACTOR HEREBY AGREES TO PROCURE FROM EACH AND EVERY ONE OF HIS SUBCONTRACTORS AND SUPPLIERS OF MATERIAL OR LABOR A RELEASE OF ANY CLAIM TO MECHANICS LIEN WHICH THEY OR ANY OF THEM MAY HAVE UNDER THE MECHANICS LIEN LAWS OF THE STATE IN WHICH THE EQUIPMENT AND MACHINERY, BEING CONSTRUC-TED, ERECTED, OR REPAIRED, IS LOCATED AND IN-ADDITION AGREES TO FURNISH THE OWNER WITH EACH AND EVERY OTHER DOCUMENT, AFFIDAVIT OR ASSUR-ANCE WHICH, IN THE OPINION OF ETHE COWNER, IS --NECESSARY OF APPROPRIATE TO INSURE THE OWNER AT SECURITY OF INFORMESS IMMUNIO - ROBERT CHANICS LIENS ON ACCOUNT OF ANYTHING CONE BY CONTRACTOR, OR THOSE ACTING ... UNDER HIM OR HIS SUBCONTRACTORS IN CARRYING OUT THE TERMS OF THE CONTRACT AND ANY AND ALL MORK ORDERS FOR ADDITIONS THERETO, ALLUAS A CONDITION OF PAYMENTS BY THE OWNER ON ACCOUNT "OF THIS CONTRACT; OR ON ACCOUNT OF ANY OF SAID THIS ORDER IS ACCEPTED IN ACCORD ANCE WITH ALL TERMS AND CON-DITIONS CONTAINED ON THE FACE HEREOF AND ON THE REVERSE SIDE EXECUTE AND RETURN PROMPTLY ACKNOWLEDGMENT UNLESS LXEMPT BY LAIR BULLER FURTHER ASSESS TO COMPLY LETH

UNLESS LXEMPT BY LATE BULLEW FURTHER AGREES TO COMPLY LITH THE ECLETVING EMPLOYMENT PRACTICES: JUSTAAN ARK VETERARS REACHINGMENT ASSISTANCE ACT OF 1974 (38 U.S.C. 1919)4 PSHAETLITATION ACT OF 1973; UTILIZATION OF MINOMITY BUSINESS ENTERPRISES (EXECUTIVE TROOP 11458); AND LARCE TURPLUS AREA. CONCEPTS RESULATIONS.

Exhibit A Page 2 of 5

DIVISION DEPARTMENTS CHARGE TO ACCOUNT. LEVER BROTHERS COMPANY 6433123000U 2100 200 neo ORDEREDAFOR: SIMEDUCEM MAINIERC PURCHASEIORDER NO. H. 8742887 THIS NUMBER, AND CODE NO. BELOW, MUST, APPEAR ON ALLYIN VOICES, SHIPPING NOTICES, PACKAGES AND CORRESPONDENCE. SHIPMMATERIAL OR PERFORM SERVICES AS DESCRIBED BELOW ACCORDING TO TERMS AND CONDITIONS PRINTED ON FACE AND 330065 REVERSE SIDE HEREOF. DELIVER TO: 1200 CALUMET AVENUE! TO LASER TECHNICS SSOU WIESHIPE AVENUE, NE. 1121-002-0000-00000 ALBUQUERQUE & KM 87113 PLEASE MAIL INVOICE. IN DUPLICATE, AND BILL OF L'ADING TO LEVER BROS. AT THIS ADDRESS JU CONTROL NO: DELIVERY REQUIRED DATE OF ORDER n 72 31 - 67 HAMMONU .. J.W. DESCRIPTION TTT CODE NO. QUANTITY WORK ORDERS FOR ADDITIONS THERETO. PAYMENTS MADE BY THE OWNER WITHOUT REQUIRING STRICT COMPLIANCE WITH THE TERMS OF THIS PARAGRAPH SHALL NOT BE CONSTRUED AS A WAIVER BY THE OWNER OF THE RIGHT TO INSIST UPON SUCH COMPLIANCE AS A CONDITION OF LATER PAYMENTS. IF AT ANY TIME THERE SHALL BE EVIDENCE OF THE EXISTENCE, WHETHER OR NOT SAME HAS BEEN ASSER-TED, OF ALLY LIEN OR CLAIM ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR DEFAULT IN PERFORMANCE OF THE CONTRACT FOR WHIGH THE OWNER OR REPRESENTATIVES OF THE OWNER OR ANY PROPERTY OF EITHER OR ANY PROPERTY INSTALLED ON THE PREMISES MIGHT BE OR BECOME LIABLE, THEN THE OWNER SHALL HAVE THE RIGHT TO RETAIN OUT OF ANY PAYMENT THEN DUE OR THEREAFTER TO BECOME DUE, IN ADDITION TO THE AMOUNTS SET FORTH IN THE CONTRACT, AN AMOUNT SUFFICIENT TO DISCHARGE SUCH LIEN OR SATISFY SUCH CLAIM AND TO RETURN OF THE OWNER AND/OR THE REPRESENTALITY TIVEL ... TR FOR ALL COSTS AND EXFENSES LATION IN CONNECTION THEREWITH, INCLUDING REASONABLE SECURITY OF INFORMATION LIST ATTORNEY'S FEES; AND THE OWNER AT ITS SULE DISCRETTION, SHALL HAVE THE RIGHT TO SO APPLY ANY AMOUNTS SO RETAINED IF THE CONTRACTOR DUES OU TO KEEP MOT HAVE SAID LIEN OR CLAIM DISCHARGED OR SATISFIED WITHIN-TEN (10) DAYS AFTER NOTICE. PURCHASED THIS ORDER IS ACCEPTED IN ACCORD-ANCE WITH ALL TERMS AND CON-DITIONS CONTAINED ON THE FACE HEREOF AND ON THE REVERSE SIDE OF ORIGINAL -EXECUTE AND RETURN (PURCHASING VICE PRESIDENT) PLEASE PROMPTLY ACKNOWLEDGMENT UNITES EXEMPT BY LOW, SELLEP PURTHER AGREES TO COMPLY SITH Exhibit A THE POLLUMING EMPLOYMENT PRACTICES: VICTORY FRA VITERARS Page 3 of 5 REPEUTSTMENT ASSISTANCE ACT OF 1974 (3) U.S.C. 3911); RESPONDED TO THE RESTAR LETTER OF PRODUCT BUSINESS \* ENTERPRISES REXECUTIVE CARES LISSANS AND LARGE EURPLUS META CONCERNS PLEM ATTRACT

REHAETLITATION ACT OF 1973; UTTLIZATION OF MINDRITY BUSINESS ENTERPRISES (EXECUTIVE ORDER 11958); AND LABOR BURPLIS AREA

ALPERT TO THE PROPERTY OF THE PARTY OF THE P ORDEREDFOR DIVISION DEPARTMENT CHARGESTO ACCOUNT LECTURAL CALVERY 0.017919 1477 1087 2100 200 GEG. 6433231090 EVER BROTLIERS COMPANY PURCHASELORDER NO. H187. 2867. 330065 SHIP MATERIAL OR PERFORM SERVICES AS DESCRIBED BELOW ACCORDING TO TERMS AND CONDITIONS PRINTED ON FACE AND TOP LASER TECHNICS REVERSE SIDE HEREOF DELIVER TO: 1200 CALUMET AVENUE EGGO HILSHIRE AVENUE, NE HAMMOND, IN 463201 ACBUQUEROUE, NM 37713 1121-902-0000-00003 CONTROL NO. \_\_ PLEASE MAIL INVOICE, IN DUPLICATE, AND BILL OF LADING TO LEVER BROS: AT THIS ADDRESS 1 DELIVERY REQUIRED 117-31-87 NET 3 HAKKONO . THE TERMS AND CONDITIONS OF THIS CONTRACT ARE LISTED ON DOGUMENTS NO. 32958, 32959, 32960, 32961, & 32962. 61.50 A 30 80 MON-TAXABLE TELEPHONE CONFIRMATION MACKLIN 33,610. ATION OF INFORT POD BUSINESS THE BOTH OF SECURITY THIS ORDER IS ACCEPTED IN ACCORD-ANCE WITH ALL TERMS AND CON-DITIONS CONTAINED ON THE FACE AUTHORIZED SIGNATURE HEREOF AND ON THE REVERSE SIDE OF ORIGINAL -EXECUTE AND RETURN PLEASE PROMPTLY ACKNOWLEDGMENT (PURCHASING VICE PRESIDENT) UNLESS EXEMPT BY LAW, STILLER FURTHER AGREES TO COMPLY WITH THE FOLLOWING EMPLOYMENT PHACTICES: VININAN EPA VETERANS Exhibit A REACTUSTMENT ASSISTANCE, ACT OF 1974 (34 U.S.C. 9819); Page 5 of 5 REPARTMETATION ACTION ASTICK CHILIZATION OF PIROPITY BUSINESS

TINTERPRISES ATTROUTTIVE GROPE 11/15874 APO NAPOR SURPLUS AREA CONCEPTS BEAULATIONS.

## 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.

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