

FILED

B446431 LD 465
Cal Natl Bk
5231 Hohman Ave
Hnd Cr 46320

095393

APR 12 1990

KEY# 37-150-41 SHORT FORM OF LEASE

Anna N. Anton
AUDITOR LAKE COUNTY

Form # 095393 see doc. #

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LEASE AGREEMENT, made between Herbert D. Lipner (Landlord) and Omni Corporation (Tenant).

For good consideration it is agreed between the parties as follows:

1. Landlord hereby leases and rents to Tenant the premises describes as follows: (Describe leased premises)

building and land located at the address 2500-165th Street Hammond, IN 46320

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2. This Lease shall be in effect for a term of 7 years, commencing on January 22, 1990 and terminating on January 22, 1997.

3. Tenant shall pay Landlord the annual rent of \$ 192,000.00 during said term, in monthly payments of \$ 16,000.00, each, payable monthly in advance.

4. Tenant shall at its own expense provide the following utilities: all

Landlord shall at its own expense provide the following utilities:

5. Tenant further agrees that:
a) Upon the expiration of the lease it will return possession of the leased premises in its present condition, reasonable wear and tear, and fire casualty excepted. Tenant shall commit no waste to the leased premises.
b) It shall not assign or sub-let or allow any other person to occupy the leased premises without Landlord's prior written consent.

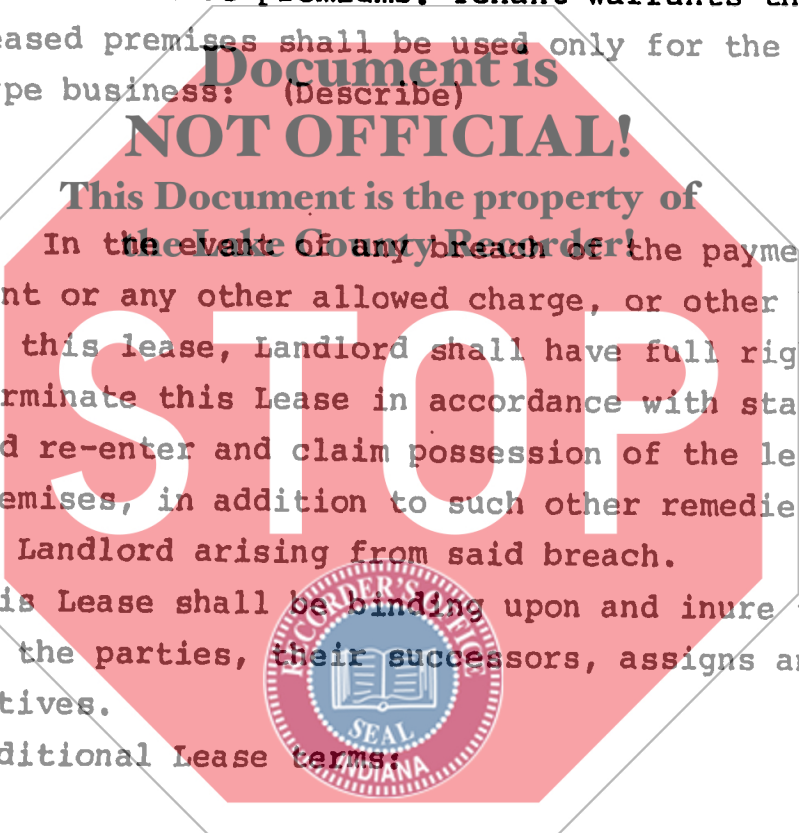
CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION



STATE OF INDIANA/S.S. NO.
LAKE COUNTY
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- c) It shall not make any material or structural alterations to the leased premises without Landlord's prior written consent.
- d) It shall comply with all building, zoning and health codes and other applicable laws for said leased premises.
- e) It shall not conduct a business deemed extra hazardous, a nuisance or requiring an increase in fire insurance premiums. Tenant warrants the leased premises shall be used only for the following type business: (Describe)



f) In the event of any breach of the payment of rent or any other allowed charge, or other breach of this lease, Landlord shall have full rights to terminate this Lease in accordance with state law and re-enter and claim possession of the leased premises, in addition to such other remedies available to Landlord arising from said breach.

- 6. This Lease shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal representatives.
- 7. Additional Lease terms:

Signed under seal this 22 day of January , 19 90

Before me, personally appeared
 Herbert D. Lipner
 Given under my hand and official seal
 this 22nd day of January, 1990

Herbert D. Lipner
 Landlord

Bernadette M. Ziel
 Bernadette M. Ziel

H. D. Lipner C.F.O. - Pres.
 Tenant

County of Residence: Lake

Omni Corporation

My Commission Expires: 4/7/90
 Prepared by: Herbert D. Lipner

The North 263 feet by parallel lines along the center line of Osborn Avenue of the followings:

A parcel of land in the Northwest Quarter of the Northwest Quarter of Section 9, Township 36 North, Range 9 West of the Second Principal Meridian, City of Hammond, North Township, Lake County, Indiana; said parcel being that portion of said Northwest Quarter of the Northwest Quarter which lies East of a line parallel to and 664 feet Easterly of the West line of said Section 9, Northernly and Westerly of the parcel owned by the Indiana Harbor Railroad and described in Deed Record 93, pages 338-339, Recorder's Office, Lake County, Indiana, and Westerly of a straight line that is 82.29 feet Westerly of the West line of the 100-foot wide railroad right of way known as the Danville Branch of the New York Central Railroad at the North line of said Section 9 and 76.29 feet Westerly of said West line of the 100-foot wide railroad right of way at a point 336.29 feet Southerly of the North line, more particularly described as beginning at a point in the North line of said Section 9, 664.00 feet Easterly of the Northwest corner of said Section 9; thence continuing Easterly on said North line, 480.34 feet, more or less, to a point that is 82.29 feet West of the West right of way line of the 100-foot wide Danville Branch; thence Southerly along a straight line, 624.29 feet to a point on a curved line that is 76.29 feet Westerly of said West line of the 100-foot wide railroad right of way; thence Southerly and Westerly along said curve of 523.69-foot radius, convex to the Southeast, 579.47 feet to a line that is 664 feet Easterly of and parallel to the West line of said Section 9; thence Northernly on said 664-foot parallel line, 836.48 feet to the North line of said Section 9 and the point of beginning.

