

LEASE

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THIS LEASE, entered into this 25th day of May, 1990 by and between LAKE COUNTY TRUST COMPANY, a corporation of Indiana, as Trustee under the provisions of a Trust Agreement dated the 28th day of February, 1964 and known as Trust No. 1073, hereinafter referred to as "Lessor", and HUBER RANCH SOD NURSERY, INC., an Indiana corporation, hereinafter referred to as "Lessee", WITNESSETH.

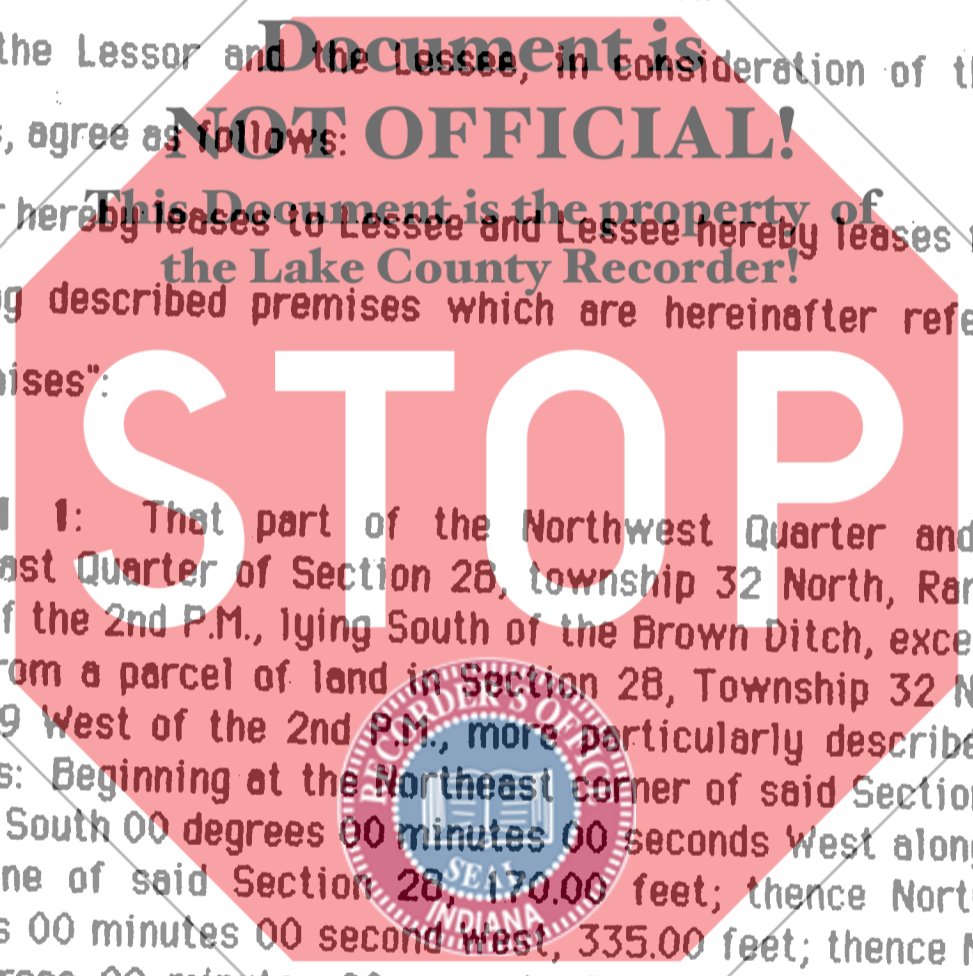
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MAY 31 1990

That the Lessor and the Lessee, in consideration of their mutual undertakings, agree as follows:

Wm. N. Ant...
AUDITOR LAKE COUNTY

Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the following described premises which are hereinafter referred to as "Leased Premises":



Parcel 1: That part of the Northwest Quarter and the Northeast Quarter of Section 28, township 32 North, Range 9 West of the 2nd P.M., lying South of the Brown Ditch, excepting therefrom a parcel of land in Section 28, Township 32 North, Range 9 West of the 2nd P.M., more particularly described as follows: Beginning at the Northeast corner of said Section 28, thence South 00 degrees 00 minutes 00 seconds West along the East line of said Section 28, 170.00 feet; thence North 90 degrees 00 minutes 00 second west, 335.00 feet; thence North 00 degrees 00 minutes 00 seconds, East 170.0 feet more or less to the North line of said Section 28; thence East along said North line 335.00 feet more or less to the place of beginning.

Parcel 2. That part of the East half of the Northeast Quarter of Section 29, Township 32 North, Range 9 West lying South of the Brown Ditch.

Parcel 3. The East half of the Southwest Quarter of the Northeast Quarter of Section 29, Township 32 North, Range 9 West.

CHICAGO TITLE INSURANCE COMPANY
INDIANA DIVISION

MAY 31 10 02 AM '90
ROBERT J. ...
RECORDER

STATE OF INDIANA/S.S. NO. ...
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Parcel 4. All that part of the Southeast Quarter and the southwest Quarter of Section 28, township 32 North, Range 9 West, North of the right of way of the New York Central Railroad and Northwesterly of the land conveyed to Indiana Harbor Railroad Company by Deed dated June 12, 1905, and recorded July 24, 1905 in Deed Record 118, page 79, in Lake County, Indiana.

Parcel 5. All that part of the Southeast Quarter of Section 29, Township 32 North, Range 9 West of the 2nd P.M., North of the right of way of the New York Central Railroad all in Lake County, Indiana.

1. TERM OF LEASE. The initial term of the Lease shall be for fourteen (14) years and seven (7) months commencing on June 1, 1990 and shall terminate on December 31, 2004, which term shall hereinafter be referred to as "Initial Term". The Lessor agrees to put the Lessee in possession of said property on the date of the commencement of the Lease.

2. RENT. For the initial term of this Lease, Lessee shall pay to Lessor an annual rent, payable in advance on January 1 of each year as follows:

<u>Years</u>	<u>Annual Rent</u>
June 1, 1990 to December 31, 1990	54,833.00
January 1, 1991 to December 31, 1994	94,000.00
January 1, 1995 to December 31, 1999	108,100.00
January 1, 2000 to December 31, 2004	124,315.00

The rent for 1990 shall be paid on June 1, 1990. Except for the payment of rent for 1990, said annual installments of rent shall be paid in advance on the first day of each year to the Lessor at such place or places the Lessor shall designate in writing from time to time, all without relief from valuation and appraisement laws. All sums received by the Lessor shall be applied first to rent due and unpaid and finally to any other sums due hereunder.

3. **OPTION TO RENEW.** If the Lessee is not in default under any of the provisions of this Lease, the Lessee shall have the right and option to renew and extend the within Lease for an additional ten (10) year term (first renewal term) to commence at the expiration of the initial term. If the Lessee has exercised its first option to renew the Lease for the first renewal term, and the Lessee is not in default as hereinabove provided, the Lessee shall have a right and option to renew and extend the within Lease for a second ten (10) year term (second renewal term); to commence at the expiration of the first renewal term. Said renewals are to be exercised by the Lessee giving written notice to the Lessor of its intention to exercise the renewal at least six (6) months prior to the expiration of the then existing term, whether initial term or renewal term. Upon the exercise of the option to renew, the Lease shall be continued for the specified term of the renewal upon the same terms and conditions of the initial term except as for the rental. The rental during the first renewal term and the second renewal term shall be as follows:

First Renewal Term		
<u>Years</u>		<u>Annual Rent</u>
January 1, 2005 to December 31, 2009		142,962.00
January 1, 2010 to December 31, 2014		164,407.00
Second Renewal Term		
<u>Years</u>		<u>Annual Rent</u>
January 1, 2015 to December 31, 2019		189,068.00
January 1, 2020 to December 31, 2024		217,428.00

The annual rent during the renewal terms shall be paid on January 1 of each year.

4. **LESSOR'S RIGHT TO INCREASE RENT.** As part of the inducement for the Lessor to enter into such lease for the initial term and to grant an

option to renew the lease for additional terms, is the continued ownership the shares of Huber Ranch Sod Nursery, Inc. and the management of the corporation by William J. Huber or by at least one member of his immediate family, which immediate family is hereinafter defined as "son, daughter, grandchild or spouse of the same". In the event the ownership of a majority of the outstanding shares of common stock of Huber Ranch Sod Nursery is not owned or controlled by William J. Huber or at least one member of his immediate family, the Lessor shall have the option to either double the annual rent as scheduled in paragraph 3 beginning with the next annual rent payment and continue to double the scheduled rent for the remainder of the then present term and any subsequent renewal terms. Said option shall be exercised by the Lessor giving thirty (30) days written notice to the Lessee. Further, the Lessor shall have the option of declaring an event of default as defined herein in paragraph 12 and pursuing the remedies set forth in paragraph 13.

In determining the number of outstanding shares, the computation shall not include any shares held by the corporation or being purchased by the corporation and held in escrow.

5. REAL ESTATE TAXES. Lessee covenants and agrees to pay or cause to be paid, in addition to all other sums required to be paid by Lessee under the provisions of this Lease, all real estate taxes and assessments which shall be levied, imposed or assessed during the term of this Lease upon all or any part of the Leased Premises. The Lessee annually shall provide receipts for the payment of the real estate taxes to Harold L. Huber or such other persons as Lessor shall designate in writing.

Real estate taxes for 1989 payable 1990 and all subsequent real estate taxes will be the responsibility of the Lessee.

That at the termination of this Lease, real estate taxes for the year of termination shall be prorated between the Lessor and the Lessee.

In the event Lessee shall at any time fail to pay any taxes required to be paid by the Lessee under the provisions of this paragraph, then Lessor may, but shall not be obligated to do so, make the payments of taxes or assessments which the Lessee is obligated to make under the terms hereof and which Lessee has failed to make, and said Lessee shall be obligated to forthwith repay the amount of any payment or expenditure so made by Lessor, together with interest thereon at the rate of ten percent (10%) per annum from the date of payment by Lessor until the date of repayment by Lessee. No payment or expenditure by Lessor shall operate as a waiver of Lessee's default, and such rights are hereinafter provided for or referred to, now be deemed in lieu of any other right or remedy at the disposal of the Lessor.

6. INSURANCE. The Lessee, under prior leases with the Lessor, has either renovated the existing improvements on the Leased Premises or has constructed new improvements on the Leased Premises. The Lessee will at all times keep the Leased Premises insured against loss by fire and extended coverage in amounts not less than the present coverages. Such insurance shall be carried with a responsible insurance company or companies and shall provide for payment of loss thereunder to the Lessor and Lessee as their interest may appear. The cost of said insurance shall be born by the Lessee, and the Lessee annually shall furnish Harold L. Hurber or such other person as Lessor shall designate in writing with certificates designating said insurance coverage.

In addition, the Lessee shall also bear the risk of, and Lessee shall save Lessor harmless from loss, cost or expense by reason of claims for

personal injury, property damage arising out of the Lessee's occupancy of the premises, whether due to the fault of the Lessee or others, excepting only the fault of the Lessor. The Lessee may fulfill its obligation by reasons of this paragraph by maintaining a public liability property damage insurance policy in amounts to be agreed to by the parties. The Lessee shall furnish the certificate of any such insurance coverage to the Lessor.

The Lessee shall maintain at its own expense insurance on all of its equipment and property located on the Leased Premises.

In the event the Lessee shall at any time fail to pay said insurance premiums for the fire and casualty insurance and the public liability insurance as provided herein, then the Lessor may, but shall not be obligated to do so itself, make the payment of insurance premiums, and Lessee shall be obligated forthwith to repay the amount of any payment for insurance premiums, together with interest at the rate of ten percent (10%) per annum from the date of payment by the Lessor until the date of repayment by the Lessee. No payment or expenditure by the Lessor pursuant to this paragraph shall operate as a waiver of Lessee's default, as such rights are hereinafter provided for or referred to, nor be deemed in lieu of any other right or remedy at the disposal of the Lessor.

7. DESTRUCTION. If any improvements placed on the Leased Premises before January 1, 1989 should be damaged or destroyed by fire or other cause, the proceeds from the insurance policies purchased by the Lessee protecting the improvements on said Leased Premises from loss due to fire or other casualties shall be applied to the repair or reconstruction of the damaged or destroyed improvements unless the parties shall agree otherwise. If the improvements are not rebuilt or not all the insurance proceeds are used, then the excess insurance proceeds are to be invested in

the leased premises as capital improvements. In the event, after the repair or replacement of any damaged or destroyed improvement on the Leased Premises, there remains any proceeds from said insurance policies, the said proceeds shall belong to the Lessee

8. REPAIRS. The Lessee assumes all liability and responsibility during the lease term and any renewal or extension thereof for the maintenance, repair, replacement, alteration or remodeling of the whole and every bit of said premises, property and improvements, including but without limitation because of this enumeration, the roof and exterior structure, interior walls, all appurtenances, water pipes, gas pipes, sewer pipes, drains and plumbing equipment, heating and air conditioning equipment, fixtures, structures, walls, asphalt and other surfaces, sidewalks, driveways, lighting and electric fixtures, and any equipment of any kind or character whether or not it become a part of the premises and of all buildings, structures or improvements now or hereafter at any time located or to be erected or constructed on the premises, it being expressly agreed that the assumption of liability and responsibility hereby may extend not only to the payment by Lessee in full of all the costs hereon, but also to the compliance with the provisions of any applicable laws, ordinances, rules, regulations and restrictions of any governmental body, or authority having jurisdiction of the premises, and the compliance thereof with all applicable building and zoning laws, regulations and ordinances. Lessee at its own expense will keep said premises in a clean and healthful condition.

9. HEAT AND UTILITIES. The Lessee shall provide electric, heat and water services to all of the buildings on the premises which are now served with electric, heat and water.

10. CONDEMNATION. If the whole of the premises, or such portion thereof as will make the Leased Premises unusable for the purposes it is being used is condemned and sold for any public use or purpose by any legally constituted authority, this Lease shall terminate when possession is taken by such authorities; the rent shall be prorated as of the date of possession is so taken. Termination of this Lease under this sub section shall not prejudice the rights of either the Lessor or the Lessee to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither Lessor or Lessee shall have any rights in or to any award made to the other by the condemning authority.

11. SUBORDINATION. This Lease and all rights of the Lessee hereunder shall be subject and subordinate to the lien of any and all mortgages and contracts for sale of real estate that may now or hereafter affect the Leased Premises, or any part thereof, and to any and all renewals, modifications, or extensions of any such mortgages or contracts for sale of real estate. The Lessee shall upon demand, execute, acknowledge, deliver to the Lessor, without expense to the Lessor, any and all instruments that may be necessary or proper to subordinate this Lease and all rights therein to the lien of any such mortgage or mortgages and contracts for sale of real estate and each renewal, modification or extension, and if Lessee shall fail at any time to execute, acknowledge, and deliver the same, the Lessee hereby irrevocably makes, constitutes, and appoints Lessor, or their successors and assigns, their attorney in fact for that purpose.

12. 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 ninety (90) days.

B. Lessee's failure to perform or observe any other covenant, term or condition of this Lease to be performed or observed by Lessee and if curable, the failure continues for ninety (90) days after notice thereof is given to Lessee.

C. Abandonment of the Leased Premises.

D. The filing or execution or occurrence of:

(1) An involuntary petition in bankruptcy against Lessee and the failure of Lessee, in good faith, to promptly commence and diligently pursue action to dismiss the petition.

(2) A petition against Lessee 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 Lessee in good faith to promptly commence and diligently pursue action to dismiss the petition.

(3) A general assignment for the benefit of creditors by Lessee.

(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.

E. William J. Huber or a member of his immediate family no longer owning a majority of the outstanding shares of the common stock of Huber Ranch Sod Nursery, Inc. In determining the number of outstanding shares, the computation shall not include any shares held by the corporation or being purchased by the corporation and held in escrow.

For purposes of this paragraph 12 and paragraph 13, the term "Lessee" shall include any assignee, sublessee or guarantor of Lessee. 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.

13. LESSOR'S REMEDIES.

A. Upon the occurrence of any Event of Default, Lessor 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. Lessor may remove all persons and property from the Leased Premises and such property may be removed and stored at the cost of Lessee.

(2) Terminate this Lease at any time upon the date specified in a notice to Lessee. Lessee's liability for damages shall survive such termination. Upon termination such damages recoverable by Lessor from Lessee shall, at Lessor'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 Lessee, 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 lessor from time to time in connection with:

- a. Obtaining possession of the Leased Premises;

b. Removal and storage of Lessee'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 the 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 Lessee hereunder and of performing all covenants of the Lessee relating to the condition of the Leased Premises.

less the rent and other payments, if any, actually collected and allocable to the Leased Premises or to the portions thereof relet by Lessor. Lessee shall on demand make Indemnity Payments monthly and Lessor 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 Lessor's rights or remedies and Lessor shall be entitled to Indemnity Payments, as heretofore defined, from Lessee. Any reletting by Lessor 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 Lessor deems appropriate.

B. Upon the occurrence of any of the following:

(1) The filing of a voluntary petition in bankruptcy by Lessee.

(2) The filing of a voluntary petition or answer by Lessee 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) The adjudication of Lessee as a bankrupt or insolvent.

(4) The appointment of a trustee, receiver, guardian, conservator, or liquidator of Lessee 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 A-1. Lessee's liability for damages shall survive such termination and Lessor shall be entitled to recover an amount equal to Liquidated Damages as defined above or an amount equal to the maximum allowed by any statute or rule of law in effect at the time when and governing the proceedings in which such amount is sought, whichever is less.

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

15. ATTORNEY'S FEES. If, on account of any breach or default by Lessor or Lessee of their obligations to any of the parties hereto, under the terms, conditions and covenants of this Lease, it shall become necessary for any of the parties hereto to employ an attorney to enforce or defend any of

its rights or remedies hereunder, and should such party prevail, said party shall be entitled to reasonable attorneys' fees incurred.

16. NOTICE OF DEFAULT. Upon the occurrence of an event of default as set forth in paragraph 12 (A) and (B) above, the Lessor, before pursuing any action under paragraph 13 above, shall first give written notice to the Lessee, specifically stating the claimed breach of this Lease, and the period during which the Lessee shall have the right to cure such breach without penalty. For all other events of default set forth in paragraph 12, it shall not be necessary for the Lessor to give notice before pursuing any remedies for the Lessee's default.

17. RIGHTS OF ENJOYMENT. Lessor covenants and agrees that if the Lessee shall pay and otherwise perform and do all of the things and matters herein provided for to be done by Lessee that the Lessee shall peaceably and quietly have, hold, possess, use, occupy and enjoy the said demised premises during the term of the Lease.

18. RIGHT TO INSPECT. Lessor or Lessor's agent may enter the demised premises during all reasonable business hours to inspect the same, but no such entry shall unreasonably interfere with the conduct of the Lessee's business on the demised premises.

19. HOLDING OVER. In the event that the Lessee shall not vacate the premises at the expiration of the initial term or any renewal term of the Lease or the renewal thereof, the Lessee shall be treated as a tenant at sufferance, and shall pay the then annual rental plus fifty percent (50%) thereof for each part of the term that Lessee holds over.

20. SURRENDER OF PROPERTY. Lessee covenants that it will surrender the possession of and the keys to the demised premises upon the expiration of the initial term or any renewal term of this Lease for any

reason, in as good a condition and repair as the same shall be at the commencement of this term, excepting nevertheless, loss by fire, or other casualty, and ordinary wear, tear and decay.

The Lessee covenants that during the last sixty (60) days of the initial term of this Lease, or any renewal term thereof, the Lessor, under said Lease, may post a sign upon the demised premises setting forth that the said premises are "for rent" or "for sale", provided nevertheless, that said sign shall be in reasonably good taste, shall not interfere with the operations of the Lessee, and shall be posted at a reasonable place.

21. CONFLICT OF LAWS. This agreement shall be construed in accordance with the laws of the State of Indiana, providing that nothing contained herein shall be interpreted in such a manner as shall render it illegal under the laws of the State of Indiana.

22. WAIVER. The waiver by Lessor or Lessee of any breach of any term, covenant or condition shall not be deemed to be a waiver of such term, covenant or condition of any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor or Lessee, unless such waiver be in writing by Lessor or Lessee.

23. TIME OF THE ESSENCE. Time is of the essence in all provisions of this Lease.

24. GENERAL AGREEMENT OF THE PARTIES.

A. 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.

B. The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and are not intended to define, limit, construe or describe the scope or intent of such provisions. Any notices to be given hereunder, unless provided for otherwise, 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 the Lessor at Lake County Trust Company, 2200 North Main Street, Crown Point, Indiana, 46307, and in the event Harold L. Huber, Virginia A. Refieuna, or Frieda M. Corrigan still own a beneficial interest in Trust No. 1073, then said notice shall be sent to each of them at the following addresses:

(a) Harold L. Huber
c/o Harbour Point Condominiums
4263 Bay Beach Lane
Ft. Myers, Florida 11931

(b) Virginia A. Refieuna
912 Country Club Drive
LaGrange, Illinois 60525

(c) Frieda M. Corrigan
819 Angel Wing Drive
Sanibel, Florida 33957

2. If to the Lessee at 23002 Wicker Avenue,
Schneider, Indiana, 46376.

Such addresses may be changed by either party by written advice as to the new address given as above provided. If there is more than one Lessee, their obligation shall be joint and several.

IN WITNESS WHEREOF, the Lessor and Lessee have executed this Lease on the 25th day of May, 1990, and if this Lease is executed in counterparts, each shall be deemed an original.

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LESSOR: LAKE COUNTY TRUST COMPANY.
as Trustee Under Trust
Agreement Dated February 28,
1964 and known as Trust No.
1073

By: SEE SIGNATURE PAGE ATTACHED

ATTEST:



LESSEE: HUBER RANCH SOD NURSERY,
INC.

By: W. J. Huber
William J. Huber

ATTEST:

Virginia A. Refieuna
Virginia A. Refieuna

It is expressly understood and agreed that this Lease is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that LAKE COUNTY TRUST COMPANY, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or sale or any mortgage or any disposition thereof. Nothing in this lease contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and, in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the premises herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the premises, except as represented to it by the beneficiary or beneficiaries of said Trust.

Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act, (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 31st day of May, 19 90.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement, dated February 28, 1964 and known as Trust No. 1073.

BY: Karyn Zasada
Karyn Zasada, Trust Officer

ATTEST:

BY: Charlotte L. Keilman
Charlotte L. Keilman, Assistant Secretary



STATE OF INDIANA

COUNTY OF LAKE

} SS:

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify the abovenamed Trust Officer and Assistant Secretary of Lake County Trust Company, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Assistant Secretary respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Corporation for the uses and purposes therein set forth.

Witness my hand and seal this 31st day of May, 19 90.

Janice L. Maddox
Janice L. Maddox Notary Public
Resident: Lake County, Indiana

My Commission Expires:

February 5, 1993

LESSOR'S ACKNOWLEDGMENT

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named _____ and _____ the _____ and _____ respectively of Lake County Trust Company who acknowledged the execution of the foregoing Lease for an on behalf of said Lake County Trust Company, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 1990.

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My Commission Expires: _____
County of Residence of Notary Public: _____

LESSEE'S ACKNOWLEDGMENT

STATE OF INDIANA, COUNTY OF LAKE, SS:

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named William J. Huber and Virginia A. Refieuna the President and Secretary respectively of Huber Ranch Sod Nursery, Inc. who acknowledged the execution of the foregoing Lease for an on behalf of said corporation, and who, having been duly sworn, stated that the representations therein contained are true.

Witness my hand and Notarial Seal this 13 day of April, 1990.

Barbara J. Polen
Notary Public BARBARA J. POLEN

My Commission Expires: 7-16-93
County of Residence of Notary Public: Lake

This instrument prepared by Herman Barber, attorney at law.