

LEASE AGREEMENT

91024156

This lease agreement is made this 14th day of November, 1990, by and between Elmer F. Layden and Delores R. Layden, d/b/a Highland Office Center, 2646 Highway Avenue, Highland, Indiana 46322, as Lessor, and ATEC Associates, Inc., 8665 Bash Street, P. O. Box 501970, Indianapolis, Indiana 46250-1970, as Lessee.

Recitals

a) Lessor is the sole owner of the real estate described on Exhibit A, attached hereto and made a part hereof, on part of which real estate is located an office building named Highland Office Center consisting of two floors above ground known as the 1st floor and 2nd floor, and one floor below ground known as the lower level, as well as parking areas and entrances thereto and therefrom on Highway Avenue and on 2nd Street, in Highland, Indiana. This real estate is called Parcel No. 1 in this lease agreement.

b) Lessee is in the business of geotechnical, materials testing and environmental engineering and desires to lease office space and space for use as an analytical laboratory in Parcel No. 1.

c) Lessor is also the owner Lots 13, 14 and 15 and the means of access to said lots of the adjoining vacant property on the south as shown on said Exhibit A. This real estate, i.e. Lots 13, 14 and 15 and access thereto as shown on Exhibit A, is called Parcel No. 2 in this lease agreement.

Lessor and Lessee also desire that Lessor construct a building and make other improvements as shown on Exhibit B attached hereto and made a part hereof, on said adjoining property for lease and use by Lessee in connection with its lease of the office space and lower level space in said Highland Office Center.

d) Lessor and Lessee desire to enter into a lease agreement defining their respective rights, duties, and liabilities relating to said real estate.

In consideration of the mutual covenants set forth herein, Lessor and Lessee agree as follows:

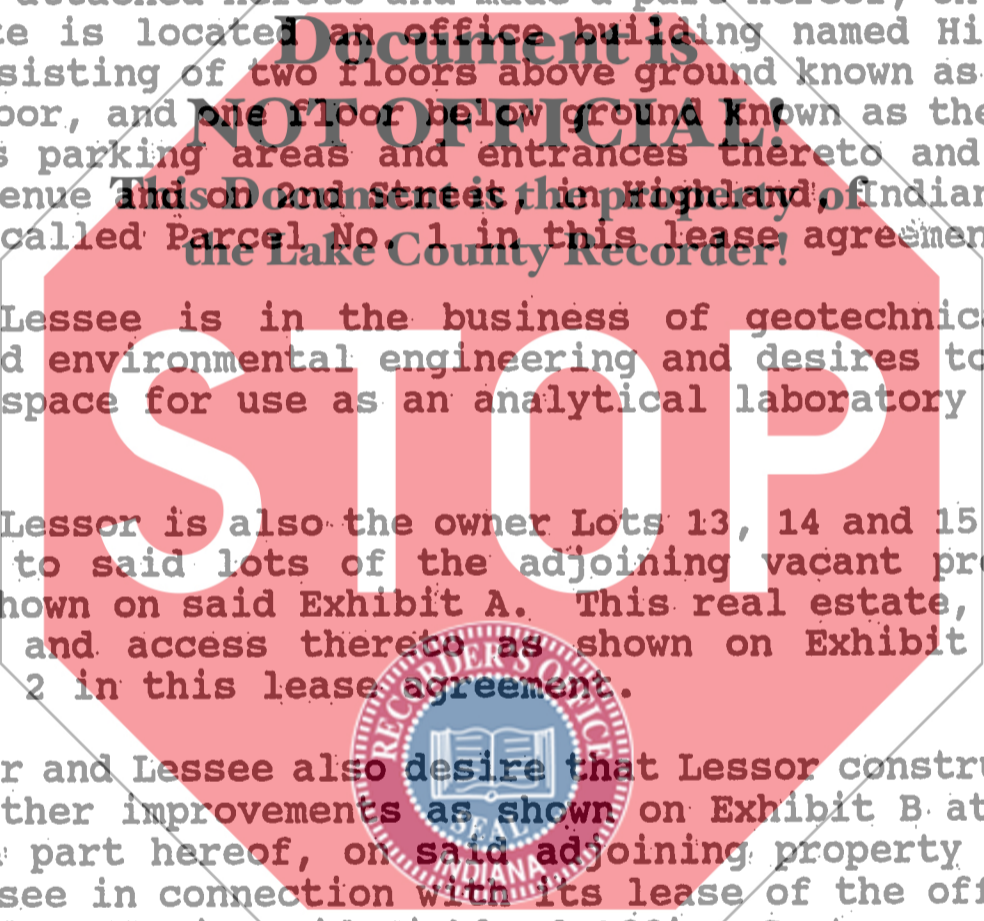
Section One

Description of the Property Leased Hereby

a) Lessor leases to Lessee that part of the Highland Office Center consisting of the entire 2nd floor and that part of the

William J. O'Connor  
2646 Hwy Ave  
Highland, IN 46322

42.00  
9



STATE OF INDIANA/S.S. NO.  
LAKE COUNTY  
MAY 26 1990  
RECORDED  
ORDER

lower level and parking areas shown on Exhibit A attached hereto and made a part hereof, with use with others of the common areas as also shown on Exhibit A. The second floor consists of 9009 square feet and that part of the lower level consists of 4891 square feet.

Such space shall be used for office space on the second floor and for an analytical laboratory on the lower level, and for no other purpose.

Included in the office space on the second floor are the wiring related to the telephone system, steel case partitions with built in secretarial stations and file cabinets, drawers and lights, and twenty-four (24) file cabinets. The telephone terminal, telephone handsets, secretarial chairs, and other office equipment and furniture on the second floor are not included.

For purposes of this lease agreement, this rented property will be referred to as Parcel No. 1.

b) Lessor also leases to Lessee lots 13, 14 and 15 and the means of access to said lots on the adjoining property on the south as shown on Exhibit A, and the building and improvements to be constructed thereon according to the plans and specifications shown on Exhibit B attached hereto and made a part hereof. This building will contain 4920 square feet.

Such rented property shall be used for preparing materials and substances for analysis and testing in Lessee's laboratory, storage of files, and routine maintenance of vehicles, and for no other purpose.

For purposes of this lease agreement, this rented property will be referred to as Parcel No. 2.

It is understood by and between Lessor and Lessee that Lessee is interested in leasing additional space in Parcel No. 1. Lessor agrees to keep Lessee advised of expiration of leases of space on the first floor, and of any additional space which may become or becomes available in Parcel No. 1. Such information shall be given to Lessee prior to Lessor's negotiations with any others interested in leasing space in Parcel No. 1.

## Section Two

### Term of Lease

The lease is for a term of five years commencing January 1, 1991, and ending December 31, 1995, unless Lessee has exercised the option to renew under provisions set forth herein. Lessee shall surrender the premises to Lessor immediately on termination of the lease.

## Section Three

### Rental

a) Parcel No. 1

Lessee shall pay a total basic rent of Five Hundred Fifty-six Thousand Dollars (\$556,000.00) for the term of this lease, payable in advance in equal monthly payments of Nine Thousand Two Hundred Sixty Six and 67/100 Dollars (\$9,266.67), due on the 1st day of each month for that succeeding month's rental, beginning December 1, 1990. This sum reflects a rate of Eight Dollars (\$8.00) per square foot of space on the second floor and on the lower level. Payments shall be made to lessor at the address specified above, and a payment shall be delinquent if not paid by the fifth day after which it is due.

As additional rent for Parcel No. 1, Lessee agrees to pay the following proportionate share of real estate taxes, utilities, janitorial services and common area charges, such as parking lot maintenance, snow removal, landscaping expenses, insurance costs, management fees, etc.

1. Fifty six and ninety-four hundredths percent (56.94%) of Real Estate taxes. 1990 taxes payable in May and November 1991 shall be computed on 1989 taxes payable in 1990 and adjusted when 1990 tax rates and assessments become known. Lessee's proportionate share of real estate taxes is due and payable 50% on May 1 and 50% on November 1 of each year. Based on 1989 tax rate and assessment, Lessee's proportionate share for 1990 is \$14,448.32, subject to adjustment as aforesaid.

2. Fifty six and ninety-four hundredths percent (56.94%) of utilities, i.e., gas, electric, water and sewer. The amount of such proportionate share based on prior October 1, 1990, costs has been agreed upon as an average base cost of \$1,834.76 per month and is payable on the 1st day of each month.

Any increase in said base utility costs shall be reviewed every month and compared to such base costs prior to October 1, 1990, and Lessee shall pay all additional increased costs due to its use of the premises as compared to such costs prior to October 1, 1990, such additional payment, if any, to be made on the first day of the following month.

Lessee's proportionate share of utility costs shall be payable the 1st day of each month.

3. One Hundred percent (100%) of the total cost of the janitorial services for the second floor which services shall consist of emptying wastebaskets and

ashtrays twice a week and disposing of the contents thereof, mopping bathroom and kitchen floors twice a week, and vacuuming carpeting once a week. Lessee shall furnish the janitorial services required on the lower level and shall keep it in a reasonably clean condition at all times.

4. Fifty-six and ninety-four hundredths percent (56.94%) of all other common area expense, payable monthly. The amount of such proportionate share based on prior October 1, 1990, costs has been agreed upon as \$2,945.22 per month. Such amounts shall be adjusted monthly as actual costs increase or decrease. Lessee shall pay its proportionate common area expense the 1st of each month, and any increase after adjustment the first of the following month.

5. Lessor and Lessee agree that the use of the lower level for an analytical laboratory may increase the cost of casualty insurance such as all risk property damage coverage and comprehensive general liability coverage. Lessee agrees to pay as additional rent any increases in the premiums for such insurance caused by the use of said lower level for such purpose.

b) Parcel No. 2

Lessee shall pay a total basic rent of Four Dollars and thirty-five cents (\$4.35) per square foot per year, multiplied by the number of years and fractions thereof determined by the period between the issuance of an occupancy permit and November 30, 1995, for the term of this lease, payable in advance in equal monthly installments due on the first day of the month after the building and improvements to be constructed thereon are completed and an occupancy permit issued by the Town of Highland to Lessor, and a like sum on the first day of each month thereafter during the term of this lease. Lessee shall give Lessor written notice to begin construction of the building described on Exhibit B within ninety (90) days from the date of execution of this Lease Agreement and Lessor shall complete said building within nine (9) months from date of execution of this Lease Agreement. Until said building is completed and an occupancy permit issued, this Parcel 2 shall be treated as part of Parcel 1 for purposes of payment of Lessee's proportionate share of real estate taxes and common area expense; and shall be used only for parking.

As additional rent for Parcel No. 2, Lessee shall pay all real estate taxes and personal property taxes assessed against the real property and the personal property located thereon, and the total costs of all maintenance of said property including but not limited to landscape, maintenance, snow removal, parking lot maintenance, management costs, janitorial services, and insurance costs. Insurance costs shall include the cost of all risk property damage coverage at replacement costs and comprehensive general liability

coverage, with Lessor named as insured on the policies; and a certificate of insurance therefor, delivered to Lessor upon the delivery by Lessor of an occupancy permit to Lessee.

Lessee and Lessor agree that the basic rental set forth above for Parcel No. 2 is for only the building and improvements shown on Exhibit B on the real estate shown on Exhibit A and that any other improvements Lessee desires on Parcel No. 2 shall be at the expense of Lessee. In making any additional improvements Lessee shall not permit any liens or encumbrances, including but not limited to notices of mechanic liens and judgments, to become liens and encumbrances against Parcel No. 2. Should Lessee permit any such liens and encumbrance, Lessor shall have the right, in their discretion, to terminate this lease upon giving Lessee thirty (30) days notice in writing to remove such lien or encumbrance or suffer termination of the lease.

Lessee and Lessor agree that should Lessee desire a larger building and/or a more expensive building and/or more improvements than the building and improvements shown on Exhibit B, the basic rental shall be adjusted accordingly on the basis of the total costs of the building and improvements constructed and the building and improvements shown on Exhibit B.

c) On Lessee's failure to pay the rental on a timely basis, Lessor shall have the right to terminate this lease upon ten (10) days written notice to Lessee, and the lease shall thereupon be forfeited. A late charge of One Hundred Dollars (\$100.00) per day the 5th day after the rent is due shall be added to the monthly rental due.

Section Four

Personal Property Taxes

All property taxes assessed by any governmental body upon Lessee's personal property and Lessee's improvements shall be paid by Lessee and, should these taxes be applied in any manner to the real property taxes, Lessee, upon demand, will pay such personal property taxes to Lessor who in turn will pay them to the proper tax collector. Lessee shall pay any personal property tax assessed, if any, on the wiring related to the phone system, steel case partitions with built in secretarial stations and file cabinets, drawers and lights, and twenty-four (24) file cabinets, which are included in the basic rental of Parcel No. 1.

Section Five

Security Deposit

Lessee shall deposit Twenty Five Thousand Dollars (\$25,000.00) with Lessor as security for the payment of rent and return of the premises in proper condition at the end of the lease term or on

earlier termination and forfeiture as provided herein. Lessor may transfer or deliver the security to any bona fide purchaser of the real property in the event that the property is sold, and Lessor shall be discharged from any further liability in reference to the security on giving written notice of that transfer to Lessee.

## Section Six

### Option to Renew

Lessee shall have the option to renew this lease for a term of five (5) years. Written notice of intention to renew must be furnished Lessor six (6) months prior to expiration of the lease or any renewal hereunder. The square footage rate for basic rent for the second five (5) year term shall be Eight Dollars and Sixty-Four Cents (\$8.64) per square foot for Parcel No. 1 and Five Dollars (\$5.00) per square foot for Parcel No. 2, but all other terms and conditions shall remain as provided herein.

This Document is the property of  
the Lake County Recorder!  
Section Seven

### First Refusal to Purchase

In the event Lessor shall receive from a third party at any time during the first three years of the term of this lease or any renewal thereof, a firm, bona fide, written offer to purchase the Highland Office Center, and the adjoining property referred to herein as Parcel No. 2, on specified terms, whether such price be first fixed by Lessor or by the third party, and Lessor shall decide to sell the same for such amounts and on such terms, Lessor shall promptly give to Lessee written notice of the terms of such offer and a copy thereof and of Lessor's willingness to sell for the price and on the terms offered, and Lessee shall have the first refusal and privilege (hereinafter referred to as "an option") of purchasing said premises at such a price and on such terms; such option to be exercised within ten (10) days after Lessee receives said notice and copy from Lessor, by Lessee notifying Lessor in writing that he will purchase said premises for the amount and terms specified in said offer. In the event Lessee shall not give Lessor written notice within said ten (10) day period of its election to purchase for the amount specified in said offer, Lessee shall not be obligated to purchase, and Lessor may thereafter sell said property to the party making the offer. If for any reason said properties are not sold to such party, notice of any subsequent, firm, bona fide offers, acceptable to Lessor, shall be given to Lessee upon the same terms and conditions for acceptance or rejection as hereinabove provided.

The giving by Lessee of notice of the exercise of any purchase option hereinbefore granted, shall fix or determine the right of Lessee to purchase the property included in the option which Lessee

elects to exercise, and the obligation of Lessor to sell the same. Lessor shall furnish, free of expense to Lessee, within thirty (30) days after the receipt of said notice, a title commitment for a title guarantee policy in the amount of the purchase price prepared and issued by a financially responsible title insurance company, showing good merchantable title in Lessor as of a date not earlier than the date of said notice. A reasonable time will be allowed Lessee to examine such title commitment, and if the same does not then show good merchantable title in Lessor, a reasonable time will be allowed Lessor to cure defects and clear the title preparatory to delivery of deed or execution of contract or other instrument according to terms specified in any third party offer and any other instrument required to affect the transfer and conveyance.

Upon payment to Lessor of the purchase price, Lessor shall convey to Lessee or his nominee, by general Warranty Deed a fee simple title in and to said real estate and the appurtenances thereunto belonging, free and clear of all liens, encumbrances and charges of whatsoever character, except any such liens and encumbrances caused by Lessee and except current defects in locations or measurements ascertainable only by survey, possible rights of mechanic's liens not filed for record created by Lessee building lines, highways, streets, alleys, easements, covenants, conditions and restrictions of record existing as of date of execution thereof; and shall also deliver to Lessee such abstract or other evidence of title, showing good merchantable title to said premises in Lessor except as aforesaid at the time of delivery of deed.

It is understood that this first refusal applies to only both properties together and does not apply to either of the properties separately.

Section Eight

Restrictions on Use

Lessee shall not use or permit the leased properties, or any part thereof, to be used for any purposes other than those set forth herein. Lessee shall neither permit on the premises any act, sale, or storage that may be prohibited under standard forms of fire insurance policies, nor use the premises for any such purpose. In addition, no use shall be made or permitted to be made that shall result in (1) waste on the premises, (2) a public or private nuisance that may disturb the quiet enjoyment of other tenants in the building, (3) improper, unlawful, or objectionable use, including sale, storage, or preparation, of food, alcoholic beverages, or materials generating fumes or odors on the premises, or (4) noises or vibrations that may disturb other tenants or become a public nuisance. Lessee shall comply with all governmental regulations and statutes affecting the premises either now or in the future. Lessee shall also comply with the rules and regulations attached to this lease and made a part hereof as Exhibit C.

Section Nine

Building and Elevator

Parcel No. 1 shall be available for use by Lessee twenty-four (24) hours a day, including elevator service to second floor.

Parcel No. 2 shall be available twenty-four (24) hours a day for use by Lessee after the building to be constructed is ready for occupancy and an accompanying permit is issued by the Town of Highland.

Section Ten

Alterations, Modifications and Repairs

Lessee has inspected Parcel No. 1, and it is now in a tenantable and good condition. Lessee shall take good care of the premises and shall not alter, repair, or change the premises without the written consent of Lessor. All alterations, improvements, and changes that Lessee may desire shall be done either by or under the direction of Lessor, but at the expense of Lessee and shall become the property of Lessor and remain on the premises, except that at the option of Lessor, Lessee shall, at its expense, remove from the premises all partitions, counters, railings, and similarly installed improvements when surrendering the premises. All damage or injury done to the premises by Lessee or any person who may be in or on the premises with the consent of Lessee shall be paid for by Lessee. Lessee shall, at the termination of this lease, surrender the premises to Lessor in as good condition and repair as reasonable and proper use thereof will permit.

Lessor shall be responsible for making all routine repairs and for performing routine maintenance. Lessee shall permit Lessor and his agents to enter the premises at all reasonable times to inspect the premises, clean windows, perform other janitorial services, maintain the building and premises, make repairs, alterations, or additions to the premises, or any portion of the building, including the erection of scaffolding, props, or other mechanical devices, to post notices of nonliability for alterations, additions, or repairs, or to place on the premises any usual or ordinary "For Sale" signs, without any rebate of rent to Lessee or damages for any loss of occupation or quiet enjoyment of the premises. Lessor may, at any time within six (6) months prior to the expiration of this lease, place on the windows and doors of the premises any usual or ordinary "To Let" or "To Lease" signs. Lessor and his agents may, during the last-mentioned period, enter on the premises at reasonable hours, and exhibit the same to prospective tenants.



## Section Eleven

### Destruction of Premises

In the event of a partial destruction of the premises during the term from any cause, Lessor shall forthwith repair the same, provided the repairs can be made within six (6) months under the laws and regulations of applicable governmental authorities. Any partial destruction shall neither annul nor void this lease, except that Lessee shall be entitled to a proportionate reduction of rent while the repairs are being made, any proportionate reduction being based on the extent to which the making of repairs shall interfere with the business carried on by Lessee in the premises. If the repairs cannot be made in the specified time, Lessor may, at his option, make repairs within a reasonable time, this lease continuing in full force and effect and the rent to be proportionately rebated as previously set forth in this paragraph. In the event that Lessor does not elect to make repairs that cannot be made in the specified time, or those repairs cannot be made under the laws and regulations of the applicable governmental authorities, this lease may be terminated at the option of either party.

A total destruction of the building in which the premises are situated shall terminate this lease.

Any dispute between Lessor and Lessee relative to a partial or total destruction shall be subject to arbitration. Each party shall select an arbitrator, and the two arbitrators so selected shall select a third arbitrator between them, the controversy being heard by the three arbitrators so selected. The decision of the three arbitrators shall be final and binding on both Lessor and Lessee, who shall bear the cost of such arbitration equally between them.

## Section Twelve

### Condemnation

A condemnation of the entire building or a condemnation of the portion of the premises occupied by Lessee shall result in a termination of this lease agreement. Lessor shall receive the total of any consequential damages awarded as a result of condemnation proceedings. All future rent installments to be paid by Lessee under this lease shall be terminated.

## Section Thirteen

### Assignment and Sublease

Lessee shall not assign any rights or duties under this lease nor sublet the premises or any part thereof, nor allow any other

person to occupy or use the premises without the prior written consent of Lessor. A consent to one assignment, sublease, or occupation or use by any other person shall not be a consent to any subsequent assignment, sublease, or occupation or use by another person. Any assignment or subletting without consent shall be void. This lease shall not be assignable, as to the interest of Lessee, by operation of law, without the written consent of Lessor. Lessor shall not unreasonably withhold consent to assignment or sublease of the demised premises by Lessee if Lessee provides evidence of the adequate financial responsibility and credibility of the intended assignee or sublessee.

#### Section Fourteen

##### Breach or Default

Lessee shall have breached this lease and shall be considered in default hereunder if (1) Lessee files a petition in bankruptcy or insolvency or for reorganization under any bankruptcy act, or makes an assignment for the benefit of creditors, (2) involuntary proceedings are instituted against Lessee under any bankruptcy act, (3) Lessee fails to pay any rent when due and does not make the delinquent payment within five days after receipt of notice thereof from Lessor, or (4) Lessee fails to perform or comply with any of the covenants or conditions of this lease and such failure continues for a period of fifteen days after receipt of notice thereof from Lessor.

#### Section Fifteen

##### Effect of Breach

In the event of a breach of this lease as set forth in Section Fourteen, the rights of Lessor shall be as follows:

1. Lessor shall have the right to cancel and terminate this lease, as well as all of the right, title, and interest of Lessee hereunder, by giving to Lessee not less than ten days' notice of the cancellation and termination. On expiration of the time fixed in this notice, this lease and right, title and interest of Lessee hereunder shall terminate in the same manner and with the same force and effect, except as to Lessee's liability, as if the date fixed in the notice of cancellation and termination were the end of the term herein originally determined.

2. Lessor may elect, but shall not be obligated, to make any payment required of Lessee herein or comply with any agreement, term, or condition required hereby to be performed by Lessee, and Lessor shall have the right to enter the demised premises for the purpose of correcting or remedying any such default and to remain until the default has been corrected or remedied, but any expenditure for the correction by Lessor shall not be deemed to

waive or release Lessee's default or Lessor's right to take any action as may be otherwise permissible hereunder in the case of any default.

3. Lessor may re-enter the premises immediately and remove the property and personnel of Lessee, and store the property in a public warehouse or at a place selected by Lessor, at the expense of Lessee. After re-entry Lessor may terminate the lease on giving ten (10) days' written notice of termination to Lessee. Without the notice, re-entry will not terminate the lease. On termination Lessor may recover from Lessee all damages proximately resulting from the breach, including the cost of recovering the premises and the worth of the balance of this lease over the reasonable rental value of the premises for the remainder of the lease term, which sum will be immediately due Lessor from Lessee.

After re-entry, Lessor may relet the premises or any part thereof for any term without terminating the lease, at the rent and on the terms as Lessor may choose. Lessor may make alterations and repairs to the premises. The duties and liabilities of the parties if the premises are relet as provided herein shall be as follows:

(a) In addition to Lessee's liability to Lessor for breach of the lease, Lessee shall be liable for all expenses of the reletting, for the alterations and repairs made, and for the difference between the rent received by Lessor under the new lease agreement and the rent installments that are due for the same period under this lease.

(b) Lessor shall have the right to apply the rent received from reletting the premises (1) to reduce Lessee's indebtedness to Lessor under the lease, not including indebtedness for rent, (2) to expenses of the reletting and alterations and repairs made, (3) to rent due under this lease, or (4) to payment of future rent under this lease as it becomes due.

If the new Lessee does not pay a rent installment promptly to Lessor, and the rent installment has been credited in advance of payment to the indebtedness of Lessee other than rent, or if rentals from the new Lessee have been otherwise applied by Lessor as provided for herein, and during any rent installment period, are less than the rent payable for the corresponding installment period under this lease, Lessee shall pay Lessor the deficiency, separately for each rent installment deficiency period and before the end of that period. Lessor may at any time after a reletting terminate the lease for the breach on which Lessor had based the re-entry and subsequently relet the premises.

4. After re-entry, Lessor may procure the appointment of a receiver to take possession and collect rents and profits of the business of Lessee, and, if necessary to collect the rents and profits the receiver may carry on the business of Lessee and take possession of the personal property used in the business of Lessee,

including inventory, trade fixtures, and furnishings, and use them in the business without compensating Lessee. Proceedings for appointment of a receiver by Lessor, or the appointment of a receiver and the conduct of the business of Lessee by the receiver, shall not terminate and forfeit this lease unless Lessor has given written notice of termination to Lessee as provided herein.

5. Lessor shall have also the right to all additional remedies provided by Law.

### Section Sixteen

#### Abandonment of Premises

Lessee shall not vacate or abandon the premises at any time during the term. If Lessee abandons, vacates, or surrenders the premises, or is dispossessed by process of law, or otherwise, any personal property belonging to Lessee and left on the premises shall be deemed to be abandoned, and, at the option of Lessor, such property may either be removed and stored in any public warehouse or elsewhere at the cost of and for the account of Lessee.

### Section Seventeen

#### Removal of Trade Fixtures at End of Term

If Lessee shall fully and faithfully perform all of Lessee's obligations under this Lease Agreement, then Lessee may, and upon the request of Lessor shall, remove all trade fixtures installed in the premises by Lessee at the expiration or termination of the term of this lease, or any renewal thereof, provided that such removal may be effected without damage to the premises.

### Section Eighteen

#### Liability of Lessor

Lessee waives all claims against Lessor for damages to goods or for injuries to persons on or about the premises from any cause arising at any time. Lessee will indemnify Lessor on account of any damage or injury to any person, or to the goods of any person, arising from the use of the premises by Lessee, or arising from the failure of Lessee to keep the premises in good condition as provided herein. Lessor shall not be liable to Lessee for any damage by or from any act or negligence of any other occupant of the same building, or by any owner or occupant of adjoining or contiguous property. Lessee agrees to pay for all damage to the building, as well as all damage or injury suffered by tenants or occupants thereof caused by misuse or neglect of the premises by Lessee.

Section Nineteen

Holding Over

If Lessee holds possession of the premises after the term of this lease, Lessee shall become a tenant from month to month on the terms herein specified, and Lessee shall continue to be a month-to-month tenant until the tenancy shall be terminated by Lessor, or until Lessee has given Lessor a written notice at least one month prior to the termination of the monthly tenancy of its intention to terminate the tenancy.

Section Twenty

Unlawful Detainer and Attorney's Fees

In case suit shall be brought for an unlawful detainer of the premises, for the recovery of any rent due under the provisions of this lease, or for Lessee's breach of any other condition contained herein, Lessee shall pay to Lessor a reasonable attorney's fee which shall be fixed by the Court, and such attorney's fee shall be deemed to have accrued on the commencement of the action and shall be paid on the successful completion of this action by Lessor. Lessee shall be entitled to attorney's fees in the same manner if judgment is rendered for Lessee.

Section Twenty-One

Notices

All notices to be given to Lessee may be given in writing personally or by depositing such notices in the United States mail, postage prepaid, and addressed: if to Lessee, at Lessee's address as set forth in page one or at such other place or places as Lessee may from time to time designate in writing; if to Lessor, at the Building office, or at such other place or places as Lessor may from time to time designate in writing.

Section Twenty-Two

Successors

The provisions of this Lease Contract shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, administrators, and executors, of the parties.

Section Twenty-Three

Severability

The invalidity, illegality, or unenforceability of any provision of this lease contract shall not render the other provisions invalid, illegal, or unenforceable.

Section Twenty-Four

Entire Agreement; Amendment

This lease contract contains all the agreements of the parties with respect to the subject matter and cannot be amended or modified except by a written agreement.

In Witness Whereof Lessor and Lessee have caused this Lease Agreement to be executed in Lake County, Indiana, on the date first set forth above.

This Document is the property of the Lake County Recorder!

Lessor:

Elmer F. Layden, Jr.

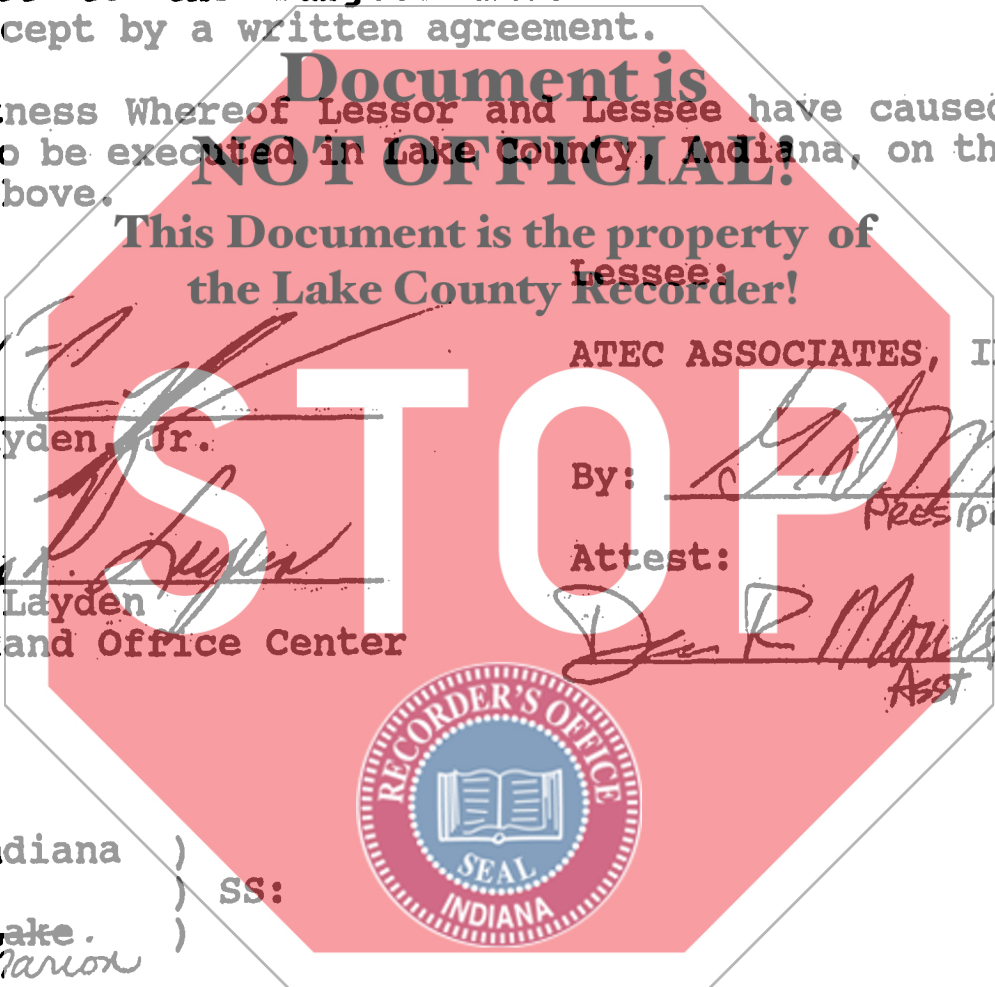
Delores R. Layden  
d/b/a Highland Office Center

Lessee:

ATEC ASSOCIATES, INC.

By: [Signature]  
PRESIDENT

Attest: [Signature]  
Asst Secretary

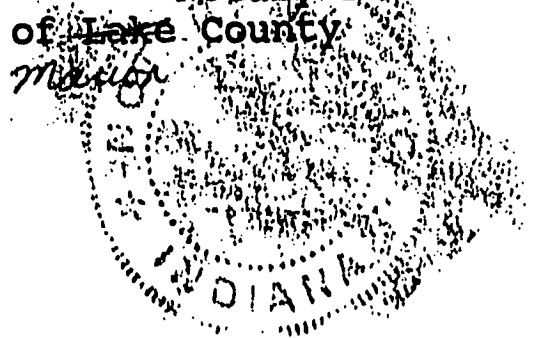


State of Indiana )  
County of Lake ) SS:  
Marion

Before me, a Notary Public in and for said County and State, this 9 day of November, 1990, personally appeared Elmer F. Layden, Jr. and Delores R. Layden, and acknowledged the execution of this instrument to be their voluntary act and deed, for the uses and purposes therein stated.

My Commission Expires:  
10/9/93

Deborah A. Tuley  
Notary Public  
Resident of Lake County  
Marion



State of Indiana )  
                          ) SS:  
County of Lake   )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY, that G. D. Mann, personally known to me to be the President of ATEC Associates, Inc., and Dean R. Moulton personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing lease agreement, appeared before me this day in person and severally acknowledged that as such President and Secretary, they signed and delivered the said instrument as President and Secretary of said corporation, and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of this corporation, for the uses and purposes therein set forth.

1990.

WITNESS my hand and seal this 14th day of November

**Document is NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!

My Commission Expires:

11-12-93

Jasper Can  
Resident of ~~Lake~~ County

[Signature]  
Notary Public

JASPER

**STOP**



This instrument prepared by: William J. O'Connor, Attorney at Law  
2646 Highway Ave, Highland, IN 46322  
(219) 838-0906

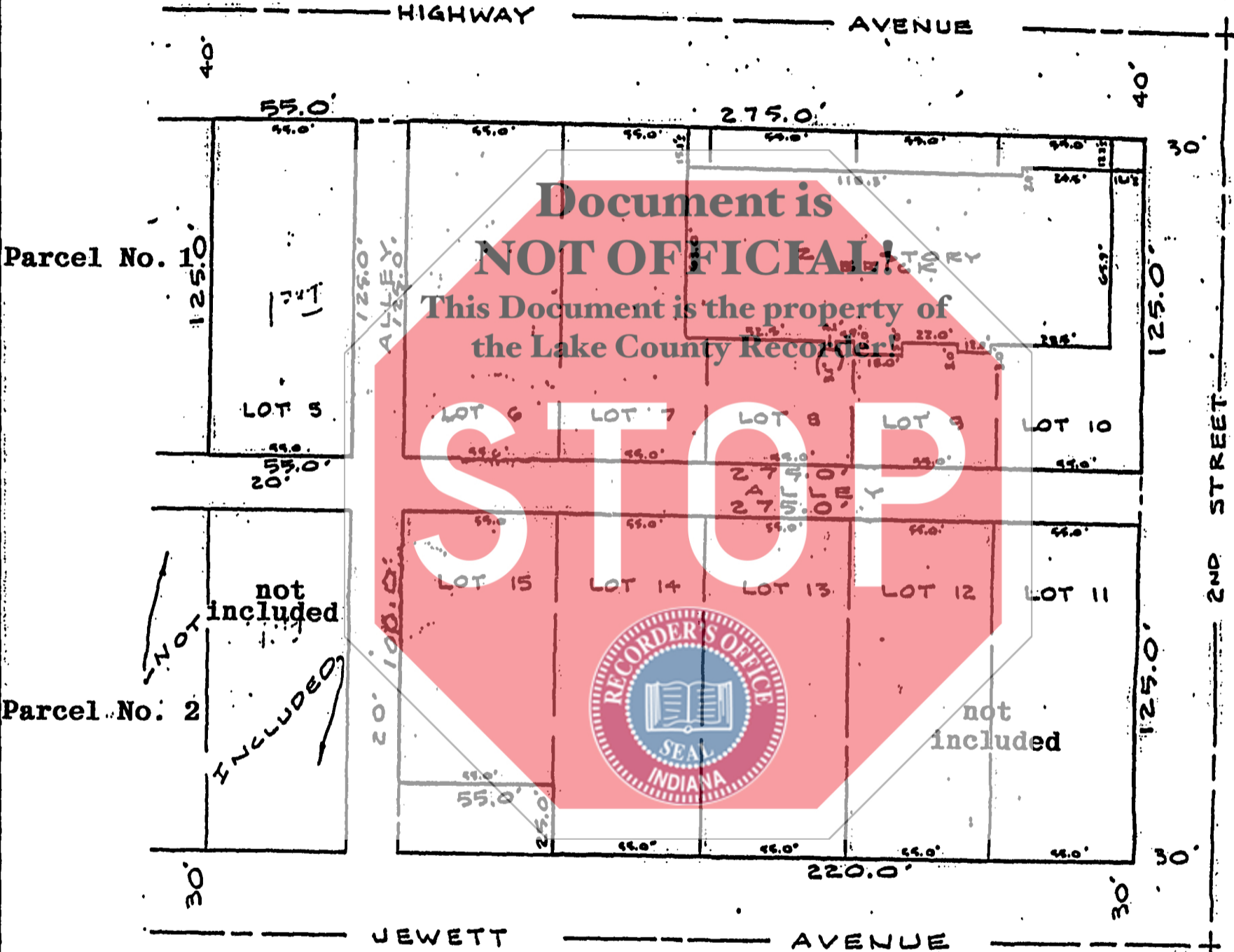
# MORTGAGE INSPECTION SURVEY

THIS REPORT IS BASED ON LIMITED ACCURACY DATA AND THEREFORE NO DATA HEREIN SHOULD BE USED FOR CONSTRUCTION OR ESTABLISHING BOUNDARY OR FENCE LINES.

DESCRIPTION: Lots 5-10 inclusive, Block 3 in the Original Town of Highland as shown in Plat Book 1, page 86, in the Office of the Recorder of Lake County, Indiana.

DESCRIPTION: Lots 11-15 inclusive except the South 25 feet of Lot 15, Block 3, in the Original Town of Highland, as shown in Plat Book 1, page 86, in the Office of the Recorder of Lake County, Indiana.

\*NOTE: AREA FOUND IN FLOOD ZONE 'C' (AREA OF MINIMAL FLOODING).

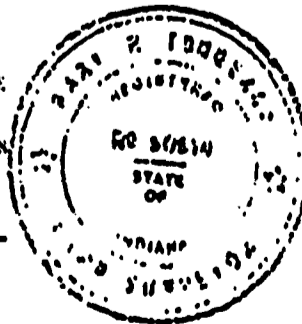


EXPLANATION: No dimensions should be assumed by scale measurements upon the plat. All dimensions are given in feet and decimal parts thereof.

STATE OF INDIANA  
COUNTY OF LAKE

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY ACCORDING TO THE OFFICIAL RECORDS AND THAT THE PLAT HEREON DRAWN CORRECTLY REPRESENTS SAID SURVEY

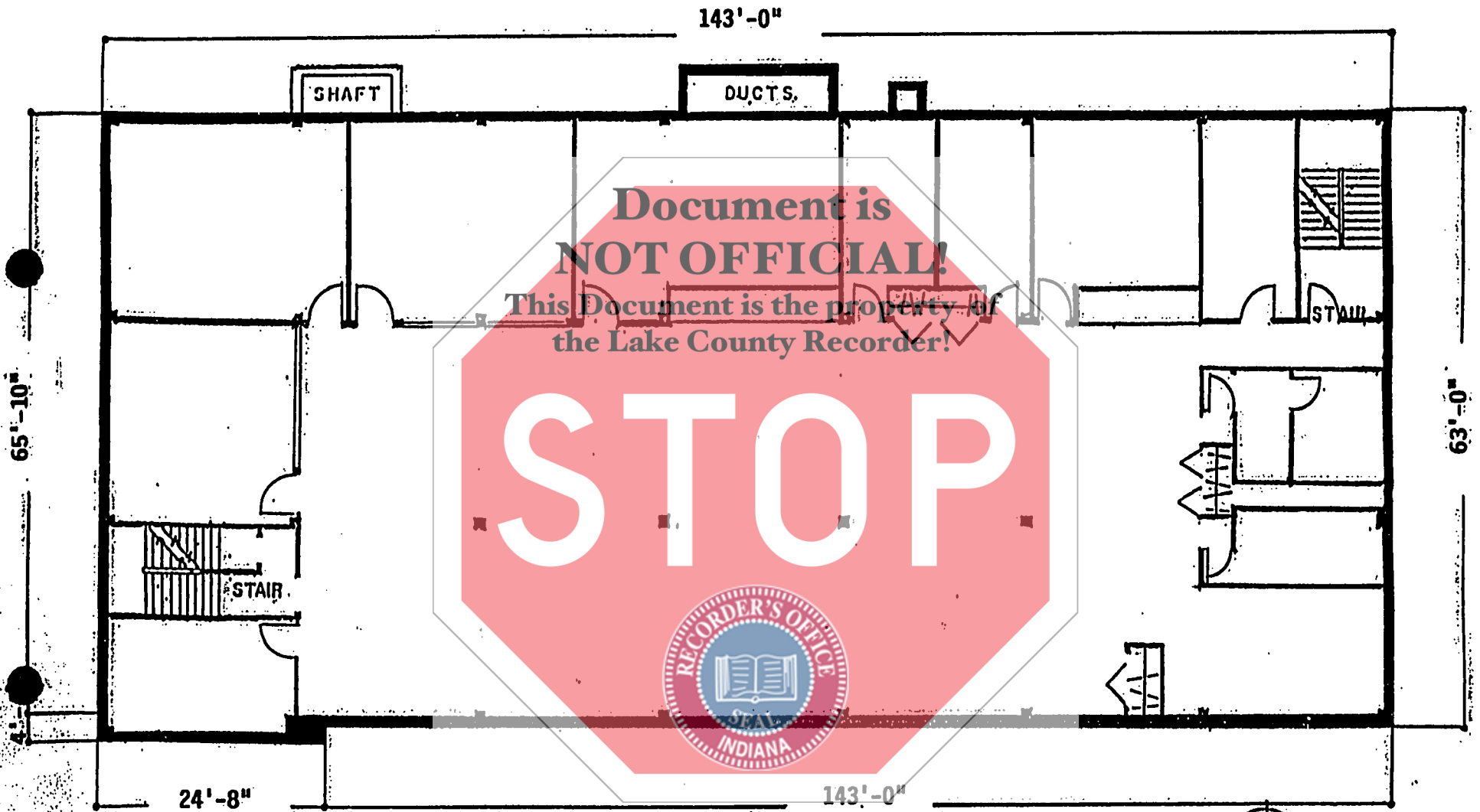
*Gary P. Torrenge*  
GARY P. TORRENGA - Registered Professional Engineer No 18,576 and Registered Land Surveyor No 58514



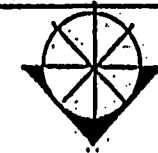
SCALE 1" = 30'  
DATE SEPT. 19 1988 RLV  
FIELD BOOK 107 PAGE 71 DRAWN E.J.W.

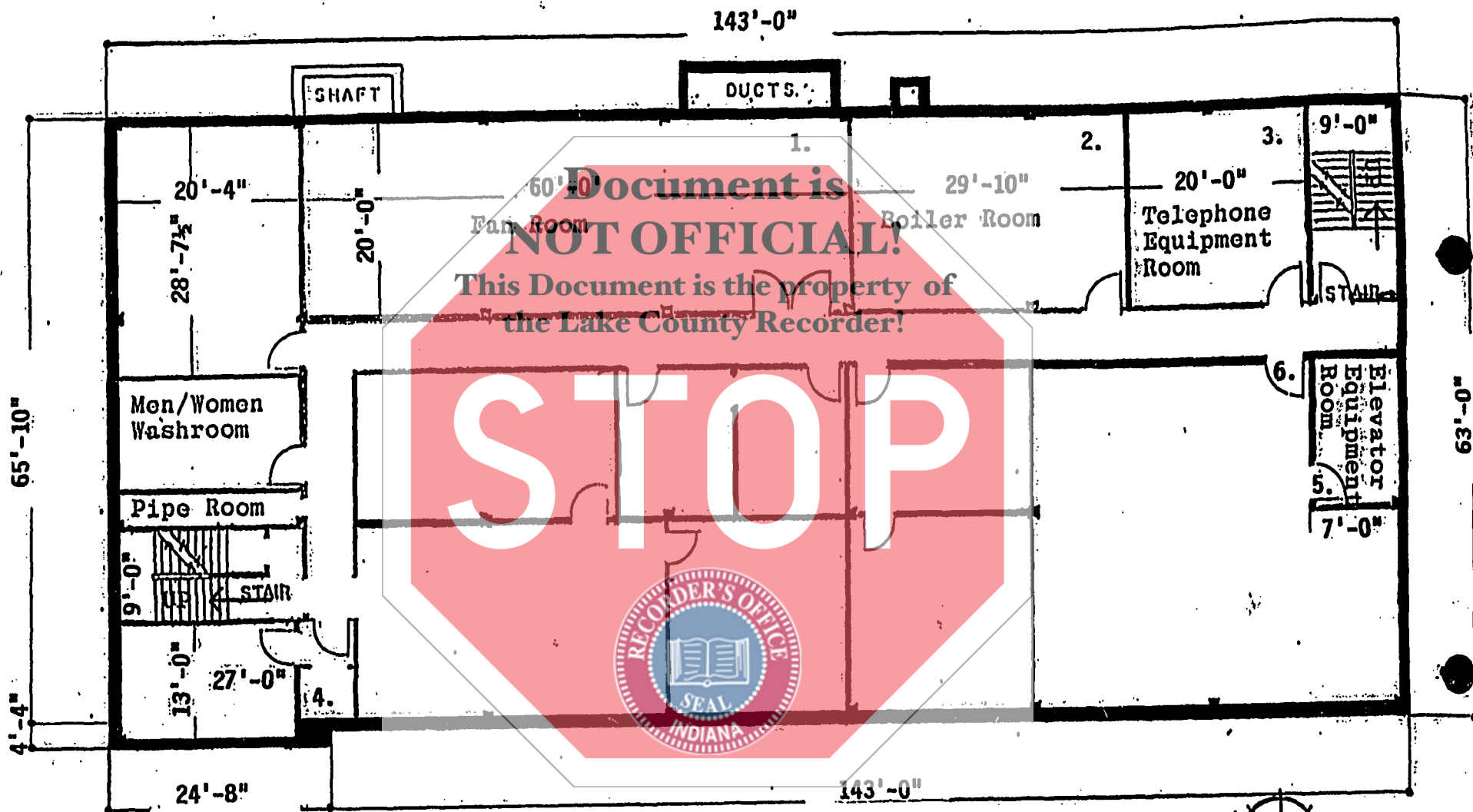
Prepared for First Nat. Bk of E. Chicago  
Job # 1017-88 File # 14604





SECOND FLOOR  
9009 Square Feet





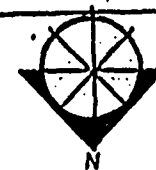
LOWER LEVEL

9009 Square Feet

- |                   |               |
|-------------------|---------------|
| 1. Fan Room       | 1,200 sq. ft. |
| 2. Boiler Room    | 598 sq. ft.   |
| 3. Telephone Room | 400 sq. ft.   |
| 4. Storage Room   | 320 sq. ft.   |
| 5. Elevator Room  | 96 sq. ft.    |
| 6. Large Room     | 1,504 sq. ft. |

4,118 sq. ft.  
9,009 sq. ft.

4,891 sq. ft.



## Exhibit B

The building to be constructed on Parcel No. 2 as shown on Exhibit A of this Lease Agreement, with construction to begin as soon as possible after execution of this lease agreement, shall consist of the following:

Building Size: 42' wide x 10' truss height x 82' long  
Hipped Roof Design

### Building Features:

- \* One - 10' x 8' Steel Insulated Overhead Door
- \* One - 3068 Steel Insulated Walk Door with 9 lite glass
- \* One - 1668 Steel Insulated Walk Door with 9 lite glass
- \* Two - 3068 Steel Insulated Walk Doors, Plain
- \* Walk Doors include dead bolts, closer unit and locksets
- \* Twelve - 2' x 6' Anderson vinyl clad casement windows with screens
- \* 3' wide overhang on all four sides with 2' deep fascia
- \* Continuous vent-a-ridge
- \* Walls prepared for brick veneer (exterior)
- Includes: \* 7/16" backer board
- \* Building wrap
- \* Horizontal side wall nailers 2" O.C.
- \* Vertical side wall nailer 48" O.C.
- \* Building prepared to set on customers concrete foundation
- \* Brick Veneer for all four sides
- \* 200 amp Electricity, water and sewer brought up to building only