

12

*Haris Philis*  
701 Wren Ct ✓  
Burrhead 46319

92069725

L E A S E

THIS INDENTURE made and entered into this 2nd day of Nov., 1992, by and between VERSAILLES, INC., hereinafter referred to as "LESSOR", and PETER J. PANOS and JAMES A. PANOS, hereinafter referred to as "LESSEE", without regard to number or gender;

WITNESSETH:

TERM. That said Lessor, for and in consideration of the covenants and agreements hereinafter mentioned, to be performed by said Lessee, does hereby demise and lease to the said Lessee, the following described property, to-wit:

The East 275.00 feet of the Northeast Quarter of the Northeast Quarter of the Southeast Quarter of Section 29, Township 36 North, Range 9 West of the 2nd P.M., except the North 430.00 feet thereof, all in the Town of Highland, Lake County, Indiana, also known as Lot I, Heidi Ann's Addition to the Town of Highland, as shown in Plat Book 47, page 154, Lake County, Indiana, and all improvements thereon; commonly known as 9344 Indianapolis Boulevard, Highland, Indiana

**FILED**  
NOV 4 1992

*Lawrence N. Carter*  
AUDITOR LAKE COUNTY

# 27-484-1

To have and to hold the said premises for a term of ten (10) years and one (1) month commencing on the 1st day of November, 1992, and terminating on the last day of November, 2002, unless sooner terminated as hereinafter provided. No monthly rent shall be due for November 1992.

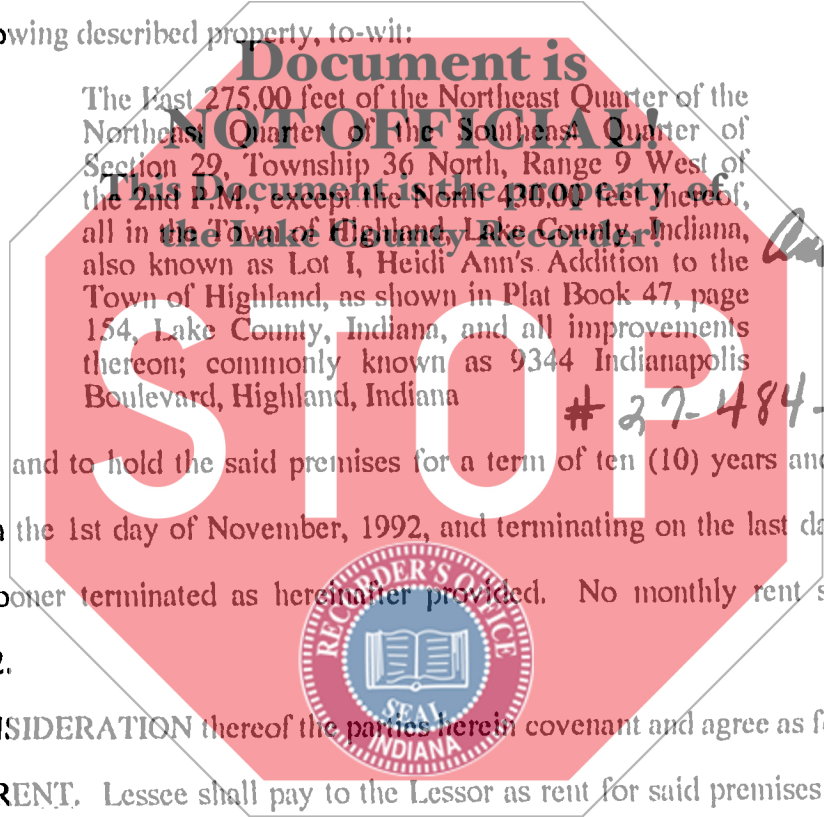
IN CONSIDERATION thereof the parties herein covenant and agree as follows:

1. RENT. Lessee shall pay to the Lessor as rent for said premises the sum of Five Hundred Twenty-two Thousand (\$522,000.00) Dollars, payable in monthly installments follows:

The sum of Three Thousand (\$3,000.00) Dollars on the first day of December 1992 and a like sum of Three Thousand (\$3,000.00) Dollars on the first day of each and every month thereafter until the first day of November 1993;

The sum of Three Thousand Five Hundred (\$3,500.00) Dollars on the first day of December 1993 and a like sum of Three Thousand Five Hundred (\$3,500.00) Dollars on the first day of each and every month thereafter until the first day of November 1994;

00108



NOV 4 10 02 AM '92  
ROBERT J. BELAND

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

*28.00*

The sum of Four Thousand (\$4,000.00) Dollars on the first day of December 1994 and a like sum of Four Thousand (\$4,000.00) Dollars on the first day of each and every month thereafter until the first day of November 1997;

The sum of Five Thousand (\$5,000.00) Dollars on the first day of December 1997 and a like sum of Five Thousand (\$5,000.00) Dollars on the first day of each and every month thereafter until the first day of November 2002.

2. **REAL ESTATE TAXES.** Lessee expressly agrees in addition to the rental above provided, to pay to the Lessor on the first day of each and every month of the tenancy hereby created one-twelfth (1/12th) of the amount assessed by the appropriate local officials on the real estate demised herein and the business conducted thereon, and payable to the Treasurer of Lake County as real estate and personal property taxes as determined by the previous year's assessment. It is further agreed and understood that any increase in such real estate and personal property taxes shall be payable as soon as the amount has been determined and in one lump sum by the Lessee to the Lessor.

3. **PAYMENTS.** Said installments shall be due and payable in advance on the 1st day of each month and shall be made to the Lessor at the office of the Lessor at 701 Wren Court, Griffith, Indiana 46319, or at such other place as the Lessor shall designate in writing. Each installment of rent and all other sums of money payable under this Lease, shall bear interest at the rate of ten (10%) per cent per annum from the date until paid and are payable without relief from valuation or appraisement laws.

4. **USE.** Said demised premises shall be used for the conduct and operation of a restaurant and for no other purpose whatsoever.

5. **INSPECTION OF PREMISES.** Said Lessee has examined said demised premises and has received the same in good order and repair and agrees to keep said premises in good order and repair at his own cost and further agrees to keep the entire premises in a clean and attractive condition, and decorate at his own expense during the entire term of this Lease. No representations, except such as are contained herein or endorsed hereon, have been made to the Lessee respecting the condition of said premises. The taking possession of said premises by the

Lessee shall be conclusive evidence as against the Lessee that said premises were in good and satisfactory condition when possession of the same was taken; and the Lessee will, at the termination of this Lease, by lapse of time or otherwise, return said premises to the Lessor in as good condition as when received, loss by fire not due to the fault of the Lessee and ordinary wear excepted.

6. **ALTERATIONS.** The said Lessee hereby covenants and agrees not to make or permit any alterations on or upon any part of said premises, without in each and every case having first obtained the written consent of the Lessor, and any and all alterations or additions made to said premises shall remain for the benefit of said Lessor and same shall become part of the real estate unless otherwise provided for in said written consent.

7. **NO MECHANICS' LIENS.** Nothing in this Lease contained shall be construed to authorize the Lessee to do any act or make any contract so as to create any mechanics' or materialmen's lien or any other lien, claim or encumbrance whatsoever on the premises hereby demised, and the Lessee further covenants and agrees to indemnify and keep the Lessor harmless of any expense or damage whatsoever occasioned by Lessee's noncompliance of this provision.

8. **NOTICE OF NO LIENS.** Notice is hereby given that no mechanics' liens or other liens shall in any manner or degree affect the interest of the Lessor in the demised premises, and that no mechanics' liens or other liens shall in any manner and degree attach on said described real estate and improvements.

9. **ASSIGNMENT.** Lessee shall not assign this Lease nor any interest hereunder; and shall not sublet said premises or any part thereof; nor permit the use of said premises by any parties other than the Lessee and the agents and servants of the Lessee except with the express written consent of the Lessor, which consent shall not be unreasonably withheld. Such consent, if given, shall not relieve Lessee from further personal liability on this Lease nor shall it waive this provision. Lessee is hereby granted the right to allow an adjoining property owner to park vehicles on the parking lot of the leased premises and receive and keep any rental agreed upon

between Lessee and the adjoining business owner provided however that Lessee shall never enter into any agreement or lease permitting such use of the leased premises' parking lot for any period longer than thirty (30) days. Lessor may transfer, sell or assign its interest in this Lease or the real estate at any time subject to the provisions of paragraph 27 herein.

10. **RIGHT TO TERMINATE.** In the event said premises or any part thereof come into possession of any receiver, assignee, trustee in bankruptcy, sheriff or other officer, by and through any court process, or by operation of law, Lessor may at his option terminate this Lease at any time thereafter by notice to said Lessee, and may accept rent from such receiver, trustee, assignee or officer, without affecting or impairing his right to so terminate this Lease at any time thereafter or impairing any other right of Lessor under this Lease.

11. **LESSOR'S RESPONSIBILITY.** The Lessor shall not be liable for any damage either to person or property, sustained by the Lessee or by any other person due to any defect in the building or any part thereof or any appurtenances thereunto belonging, including sidewalks, driveways, alleyways and entrances, or due to the happening of any accident, or due to any act or neglect of any other tenant or occupant of the building or of any other person on the premises. If any damage to property shall be caused by the act or neglect of the Lessee or his agent or employee or any other person on the premises by his invitation or permission, unless repaired by Lessee, the Lessor may, at its option, repair such damage, whether caused to the property of Lessor or to the property of another, and any amount so expended by the Lessor shall be so much additional rent and shall be paid by Lessee to the Lessor on demand. The Lessee agrees that all personal property on the premises, whether belonging to Lessee or any other person, shall be at the risk of the Lessee only, and that the Lessor shall not be liable for any damage thereto or theft thereof.

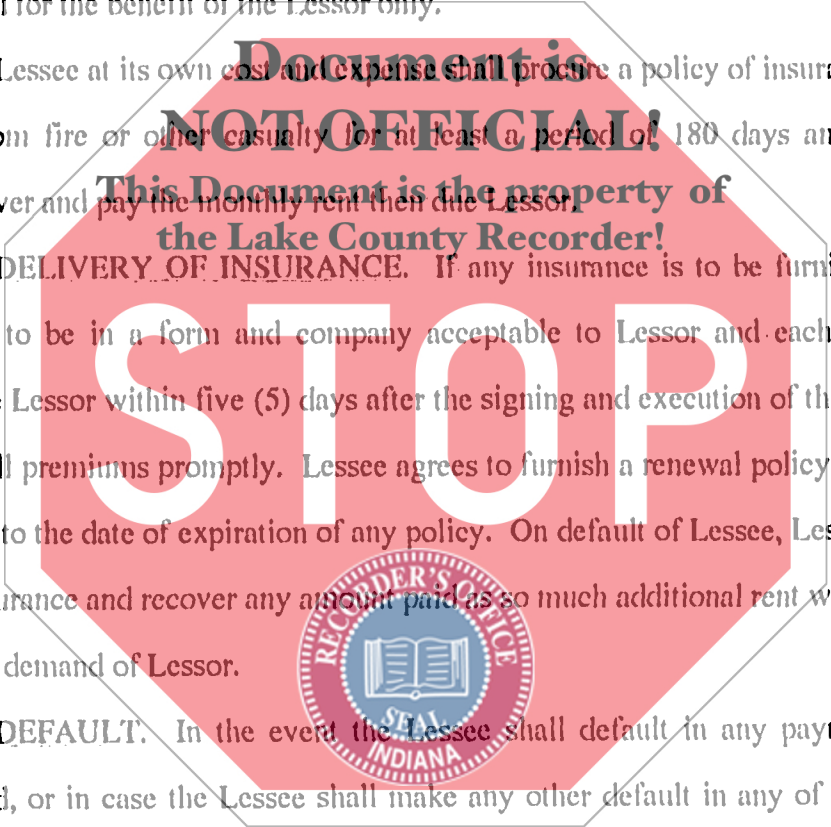
12. **INSURANCE.** Lessee further agrees to hold Lessor harmless from any claims or suits arising from accidents of any nature whatsoever in or about the leased premises and agrees to provide Lessor with a suitable public liability insurance policy or certificate of insurance

naming as insured or additional insured, the Lessor, in the amount of not less than One Million (\$1,000,000.00) Dollars public liability for each person, and Two Million (\$2,000,000.00) Dollars total for each accident, and One Hundred Thousand (\$100,000.00) Dollars property damage. Lessee further agrees, at its own cost and expense, to provide a policy of insurance issued by an insurance company approved by Lessor insuring the leased real estate for damage and fire and extended coverage on said building in the sum of \$ \_\_\_\_\_ and without any co-insurance and providing for guaranteed replacement cost of said building, such policy to be in the name of and for the benefit of the Lessor only.

Lessee at its own cost and expense shall procure a policy of insurance for business interruption from fire or other casualty for at least a period of 180 days and in an amount sufficient to cover and pay the monthly rent then due Lessor.

13. **DELIVERY OF INSURANCE.** If any insurance is to be furnished by Lessee, each policy is to be in a form and company acceptable to Lessor and each policy is to be delivered to the Lessor within five (5) days after the signing and execution of this Lease. Lessee agrees to pay all premiums promptly. Lessee agrees to furnish a renewal policy not less than ten (10) days prior to the date of expiration of any policy. On default of Lessee, Lessor may procure and pay for insurance and recover any amount paid as so much additional rent which shall be due and payable on demand of Lessor.

14. **DEFAULT.** In the event the Lessee shall default in any payment of the rent hereby reserved, or in case the Lessee shall make any other default in any of the covenants or conditions of this Lease, the Lessor may, at its option, without further notice to the Lessee or to any other person, terminate this Lease, and upon termination of said Lease, by lapse of time or otherwise hereunder, the Lessee shall at once surrender the possession of the premises and Lessor shall repossess himself hereof as of his former estate, and remove all persons and effects therefrom, using such force as may be necessary without being guilty of any trespass or forcible entry and detainer, and the Lessee expressly waives the service of any notice of Lessor's



intention to terminate this Lease or to re-enter and take possession of said premises, and waives the service of any demand for the possession thereof as prescribed by law, and the Lessee agrees, except as hereinabove stipulated, that the breach of any of said covenants shall constitute by itself, without the service of any notice or demand whatsoever, a forcible detainer by the Lessee of said premises. No receipt of money, by the Lessor from the Lessee after the termination of this Lease shall reconstitute, continue or extend the term of this Lease. The Lessee agrees that failure on the part of the Lessor to declare this Lease forfeited and re-enter and take possession of said premises upon default of Lessee, shall not bar or abridge the right of Lessor to thereafter declare said Lease forfeited, and to re-enter and take possession of the said premises without any notice whatsoever. Further the Lessee agrees that for each and every additional day he shall hold and occupy said premises after the termination of this Lease, he shall pay the sum of Two Hundred Thirty (\$230.00) Dollars per day as liquidated damages. Before the Lessee may be considered in default as to the payment of any monies provided hereunder, the Lessee is granted a five (5) days grace period from the due date of any such amount within which time to cure such default. There is no grace period in regard to procuring, delivering and paying on time for all insurance policies herein provided. In the event of a default in any of the other terms and conditions, except the payment of monies, the Lessee is entitled to notification in writing of any other default and Lessee shall have thirty (30) days from receipt of such notification to cure said default.

15. **ABANDONMENT.** If the Lessee shall abandon or vacate said premises before the end of the term or any other event happen entitling Lessor to take possession thereof, Lessor may take possession of the premises and relet the same without such action being deemed an acceptance or a surrender of this Lease, or in any way terminating the Lessee's liability hereunder, and the Lessee shall remain liable to pay the rent herein reserved less the net amount realized from such reletting, after deduction of any expenses incidental to such repossession or reletting.

16. **UTILITIES.** Lessee shall provide his own utilities and pay when due all water, gas, electric and other utility bills charged to Lessee or charged against said premises and in case the Lessee shall not pay any such bill when due, the Lessor may pay the same together with any interest, penalties, and charges and the amount so paid shall be so much additional rent and shall be paid to the Lessor by the Lessee on demand.

17. **ATTORNEY FEES.** Lessee will pay all reasonable attorney's fees and expenses of the Lessor incurred in enforcing any of the obligations of the Lessee under this Lease, or incurred in any litigation or negotiations in which the Lessor shall, without its fault, become involved through or on account of this Lease, or incurred because of any breach of any covenant of this Lease by the Lessee or because of any act or omission of the Lessee.

In the event of default by Lessor, and if Lessee is the prevailing party, Lessor agrees to pay Lessee's attorney's fees and expenses.

18. **FIRE.** In case said premises shall be rendered untenable by fire or other casualty, such shall not terminate or give cause for termination of this Lease and Lessor may within 180 days elect to repair the same. During such 180 day period the monthly rental shall not abate. Upon said premises being redelivered to Lessee in their previous condition, the rent shall thereupon be resumed, but should Lessor fail to so elect to repair, then the term hereby created shall cease and terminate without any liability on the part of either party, but this shall not release Lessee from the payment of any rent that was due and owing at the time of such damage or destruction, and if rent was paid in advance at the time of such damage or destruction, then Lessee shall have a pro rata refund as of the date of such damage or destruction. In case of partial damage or destruction whereby a portion of the Leased Premises remains tenantable, the Lessee shall pay the rental due in full from the proceeds of the business interruption insurance or any other source.

19. **RIGHT TO ENTER.** Lessor, shall have the right to enter the demised premises at all reasonable hours for the purpose of making any repairs, alterations or additions which he shall deem necessary for the safety, preservation or improvement of said premises or the building.

20. **VIOLATION OF LAW.** The Lessee will not commit or permit any act on the said premises which will violate any law or ordinance of the nation, state, city or town in which the leased premises are located or any of the rules or regulations of their respective departments or bureaus and it is expressly agreed that a violation of this clause shall, at the option of the Lessor, constitute a forfeiture of this Lease. Lessee accepts this Lease with full knowledge of all restrictions, limitations and prohibitions affecting the use and enjoyment of the leased premises and agrees that he shall not be released from his obligations under this Lease nor shall Lessor in any way be liable should Lessee be unable to use the leased premises for the purpose contemplated, because of such restrictions, limitations or prohibitions. It is further agreed that should it be necessary for Lessee to obtain a permit or license, that such license or permit shall be secured by him at his own expense and failure of the Lessee to secure any such permit or license or revocation or cancellation of any such permit or license shall not excuse the Lessee from full performance of his obligations under this Lease nor shall it permit him to use the leased premises for purposes other than those set out.

21. **PROHIBITED ACTS.** Lessee shall not use or permit upon said premises anything that will invalidate any policies of insurance now or hereafter carried on said building or that will increase the rate of insurance on said demised premises or on the building of which said demised premises are a part; and should he do so, then the Lessee will pay all extra insurance premiums on the said building which may be caused by the use which said Lessee shall make of said demised premises. Lessee will not use or permit upon said demised premises anything that may be dangerous to life or limb; nor in any manner deface or injure said building or any part thereof nor overload the floors of said demised premises, and Lessee will not permit any objectionable noise or odor to escape or be emitted from said premises nor do anything



tending to create a nuisance, or tending to disturb the occupants of neighboring property, or tending to injure the reputation of the said building.

22. DEPOSIT. As security for the faithful and timely performance of the covenants, promises and conditions of this Lease, the Lessee herewith deposits with the Lessor the sum of *six thousand* (\$6,000.<sup>00</sup>) Dollars receipt of which is hereby acknowledged by the Lessor. Said sum shall remain with the Lessor until the termination of this Lease, whether by lapse of time or otherwise, and shall constitute a fund from which the Lessor shall be indemnified to the extent of any loss or damage the Lessor may sustain by reason of any default or breach of any term or terms, promise, covenant or condition hereof by the Lessee. Upon termination of the Lease and the surrender of possession of said leased premises as herein provided without any loss or damage to the Lessor and if the Lessee has kept and performed all other terms, conditions, and covenants of this Lease to be kept and performed by him in strict accordance with the terms and provisions of this lease, said sum shall forthwith be returned to the Lessee, without notice or demand. Neither said sum of deposit nor any part thereof, shall bear any interest while in the hands of the Lessor. The acceptance of said deposit shall not affect the rights of the Lessor to recover any additional damages which it may have sustained by reason of any breach of any of the covenants, conditions and promises in this Lease.

23. NOTIFICATION OF LESSOR. Lessee agrees that he will notify Lessor in writing immediately of any defect in or necessity for repair to any sidewalk, stairway, driveway, entrance, alleyway, hallway, platform or court adjoining the leased premises or used in connection therewith or the roof or any outer wall of the building, or the equipment contained in the building, but such notice shall not obligate the Lessor to remedy or repair the same and Lessee shall promptly and at its cost and expense do and perform all such repairs or needed replacement of equipment, including but not limited to heating, ventilating, air conditioning, electrical and plumbing.

24. **NO LIABILITY.** It is expressly agreed and understood that Lessor shall not be liable for any repairs that may be needed during the term of this lease and that Lessee shall do and perform all such repairs at Lessee's own cost and expense, but upon Lessee's failure to so do, Lessor may, but is not obligated to, make such repairs and the cost of the same shall be considered as rent and be payable upon demand.

25. **RIGHT OF ENTRY.** Lessor reserves the right to enter upon the premises at all reasonable times within the one hundred twenty (120) days immediately preceding the expiration of the term for the purpose of showing the premises to prospective tenants or purchasers, and, if this Lease be a month-to-month lease then such entry may be made at all reasonable times.

26. **OPTION TO RENEW LEASE.** At the expiration of the term of this lease, and provided Lessee is not in default in any of the terms and conditions herein, the Lessee is granted an option to renew this lease for two (2) consecutive five (5) year terms and upon the same terms and conditions as herein contained except that the monthly rental for said option terms shall be in a sum as may be agreed upon by the Lessor and Lessee. If Lessee desires to exercise the option herein described, it shall so advise Lessor in writing at least 180 days before commencement of said option term or terms.

27. **OPTION TO PURCHASE REAL ESTATE.** The Lessor hereby agrees that if at any time during the term of this Lease, the Lessor decides to place the real estate hereby demised, for sale and provided the Lessee is not in default of any term or condition of this Lease, the Lessor shall notify the Lessee in writing of his intention to sell said real estate and of the selling price and terms of sale and the Lessee shall have ten (10) days from date of such notice to respond in writing and by Certified Mail, Return Receipt Requested. If Lessee does not accept the terms and conditions for the sale of the real estate as specified by the Lessor or the Lessee does not respond within said ten (10) days, the Lessor shall place the property for sale with a real estate office or broker and shall be free to sell to any other person or entity. Provided, however,

that Lessor shall not accept a selling price from any person or entity that is lower than the selling price that Lessor offered the real estate to the Lessee.

28. **ADDITIONAL INSURANCE.** Lessee expressly agrees at its own cost and expense to insure the contents in the premises herein against a loss by fire or other casualty in a sum not less than \$180,000.00 and obtain such insurance and deliver the same to Lessor as herein provided insuring Lessor and Lessee as their interests may appear.

29. **NOTICES.** All notices herein provided shall be given in writing and delivered by registered or certified mail, return receipt requested, as follows: As to the Lessor, 701 Wren Court, Griffith, Indiana 46319; As to the Lessee, 9344 Indianapolis Boulevard, Highland, Indiana 46322.


30. **INTERPRETATION.** This Lease shall be interpreted according to the laws of the State of Indiana and without regard to any rule strictly interpreting the provisions herein contained against the drafter. In the event that any provision herein is judicially found unenforceable, the rest of the provisions or terms of this Lease shall remain in full force and effect. All captions and titles shall be disregarded, and when applicable the singular of any word shall mean or apply to the plural and the masculine form shall mean and apply to the feminine or neuter.

31. **COVENANTS AND REPRESENTATIONS.** All covenants and representations herein contained are binding upon and shall inure to the benefit of the heirs, executors, successors, administrators and assigns of Lessor and Lessee. It is further agreed that neither Lessor, or any agent or representative of the Lessor, has made any statement, promise or agreement, verbally or in writing, in conflict with or enlarging the terms of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in triplicate, this 2<sup>nd</sup> day of November, 1992.

VERSAILLES, INC.

By: Harris Philis (Pres.)  
HARRIS PHILIS, President

  
PETER J. PANOS

  
JAMES A. PANOS

STATE OF INDIANA )

COUNTY OF LAKE )

SS: **Document is  
NOT OFFICIAL!**

Before me, the undersigned Notary Public in and for said county and state, personally appeared VERSAILLES, INC., by its President, HARRIS PHILIS, PETER J. PANOS and JAMES A. PANOS, and acknowledged their signing and execution of the foregoing Lease as a true and voluntary act and deed.

Dated: November 2, 1992

**STOP**



Notary Public

My Comm. Expires: July 28, 1994  
County of Residence: Lake



Prepared by: **JOHN KAPPOS, Attorney No. 5071-45-  
Attorney at Law, 7863 Broadway, Suite 222  
Merrillville, Indiana 46410  
Telephone: 219/738-2993**