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*Anna N. Anton*  
AUDITOR LAKE COUNTY

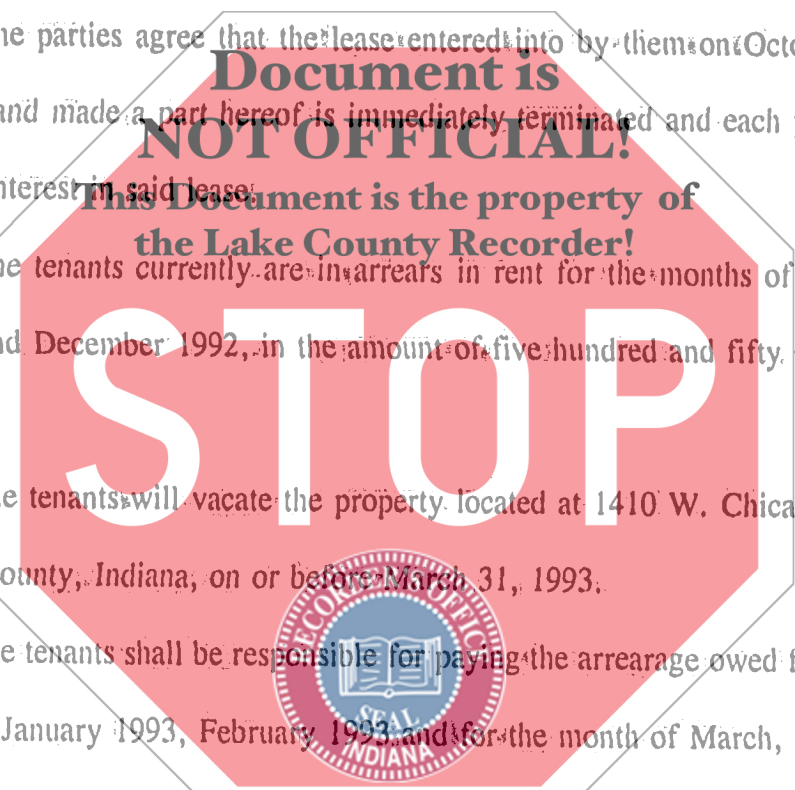
**AGREEMENT TO TERMINATE LEASE**

30-116-13

Chicago Title Insurance Company

Comes now ELEANOR POMPERGER, owner, by her counsel, JOHN J. HALCARZ, and comes now RON GUERRA and DARI BARTOK, and INDIANA GLUTCH & BRAKE, by DARI BARTOK, and the parties enter into the following agreement to terminate a certain lease agreement entered into by the parties on October 1, 1986, as follows:

1. The parties agree that the lease entered into by them on October 1, 1986 and attached hereto and made a part hereof is immediately terminated and each party waives any right, claim or interest in said lease.
2. The tenants currently are in arrears in rent for the months of February, 1993, January 1993, and December 1992, in the amount of five hundred and fifty (\$550.00) dollars per month.
3. The tenants will vacate the property located at 1410 W. Chicago Avenue, East Chicago, Lake County, Indiana, on or before March 31, 1993.
4. The tenants shall be responsible for paying the arrearage owed for the months of December 1992, January 1993, February 1993, and for the month of March, 1993 when said rent becomes due. In consideration for this agreement the owner, ELEANOR POMPERGER, by counsel, JOHN J. HALCARZ, agrees to waive and make no claim for one month's rent of five hundred and fifty (\$550.00) dollars and the tenants will receive credit for this five hundred and fifty (\$550.00) dollars from the other rents owed to the owner.
5. The parties agree to continue the court hearing currently set on February 17, 1993, in the Lake Superior Court, County Division Room Three, for approximately ninety (90) days in order to allow the tenants an opportunity to pay off the arrearage owed.



STATE OF INDIANA, S.S. NO. LAKE COUNTY FILED FOR RECORD  
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6. The tenants shall provide the owner, ELEANOR POMPERGER, through her attorney, JOHN J. HALCARZ, 9013 Indianapolis Boulevard, Highland, Indiana with a written notice of their new address within ten (10) days after vacating the property.

THIS AGREEMENT IS ENTERED INTO BY THE PARTIES THIS 5 DAY OF FEBRUARY, 1993.

ELEANOR POMPERGER, Owner

RON GUERRA and DARI BARTOK

d/b/a Indiana Clutch & Brake

This Document is the property of the Lake County Recorder!

BY:

*John J. Halcarz*  
JOHN J. HALCARZ  
Her Attorney

BY:

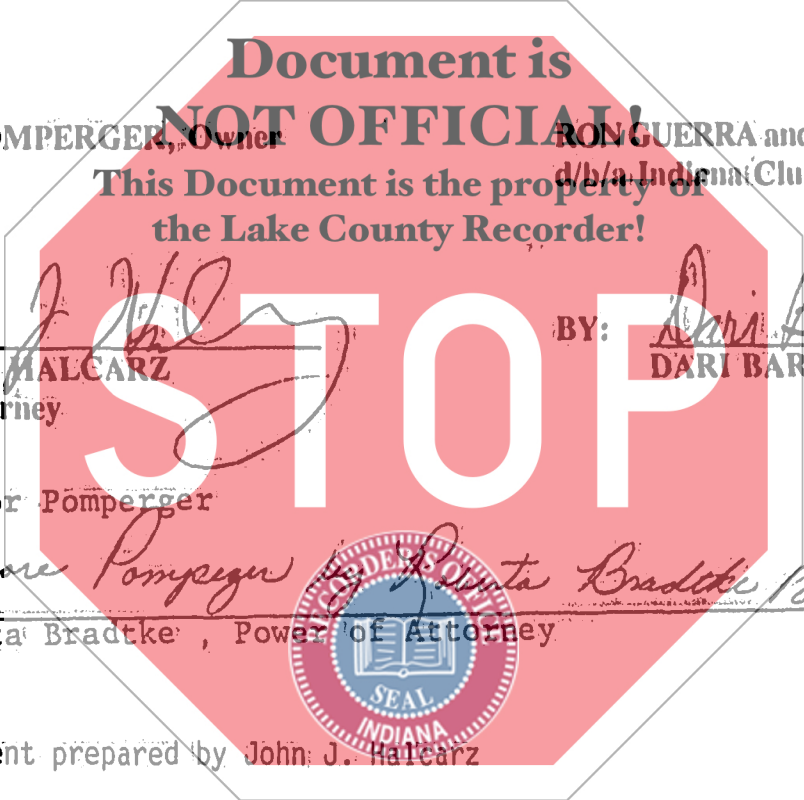
*Dari Bartok*  
DARI BARTOK, Tenants

Eleanor Pomperger

BY:

*Eleanor Pomperger by Roberta Bradtke POA*  
Roberta Bradtke, Power of Attorney

This instrument prepared by John J. Halcarz



THIS AGREEMENT, MADE ON OCTOBER 1, 1986

between

ELEANOR POMPERGER (herein "OWNER"),

and

RON GUERRA and DARI BARTOK, doing  
business as INDIANA CLUTCH & BRAKE  
(herein "TENANTS"),

WITNESSETH:

1. DESCRIPTION OF LEASED PREMISES, TERMS, RENT AND OPTION:

(a) The OWNER hereby leases to the TENANTS the following described premises:

The Industrial Building located at the address commonly known as 1410 W. Chicago Avenue, East Chicago, Lake County, Indiana, and legally described as:

Lots 12 and 13, Block 2, Re-subdivision of Blocks 13, 14, 15 and Lots 12, 230, Block 16, Blocks 17, 26, 27 and 28, part of the South West Quarter of Section 29, Township 37 North, Range 9 West of the Second P.M. in the City of East Chicago, as shown in Plat Book 5, page 27, in Lake County, Indiana.

Key No. 30-116-13

for the term of five (5) years, beginning April 1, 1988, and ending on March 31, 1993.

**Document is NOT OFFICIAL!**

(b) The TENANTS shall pay the OWNER by way of rental for the premises the sum of FIVE HUNDRED FIFTY and NO/100 DOLLARS (\$550.00) per month, which rent shall be paid in advance on the 1st day of each month at the residence of the OWNER at 1412 West Chicago Street, East Chicago, Indiana, or at such other place at the OWNER shall designate.

(c) If TENANTS shall not be in default in the performance of any the terms, covenants and conditions contained in this lease to be complied with by the OWNER grants to TENANTS the option to extend this lease for one (1) additional term of five (5) years, beginning April 1, 1988, and terminating March 31, 1993, on the same terms and conditions as are contained in this lease, except that the OWNER shall have the option to increase the rental for such extension or renewal by an amount not to exceed ten (10%) percent. (That is to say the monthly rental shall not be increased by a sum exceeding Six hundred and five Dollars (\$605.00) per month.)

(d) Not less than three (3) months prior to the expiration of this lease, TENANTS shall notify OWNER in writing of their intention to exercise this option to extend this lease.

(e) During the entire term of this lease including the aforesaid extension and renewal periods the TENANTS shall have an absolute right to purchase the building that contains the leased premises (inclusive of 1410 W. Chicago Avenue, East Chicago, Indiana, in Lake County, and 1412 W. Chicago Avenue, East Chicago, Indiana, in Lake County).

In case of a bona fide sale of said premises by the OWNER to a Third Party during the terms or extensions or renewals,

of this lease, the TENANTS shall be unconditionally given a minimum period of thirty (30) days to match the purchase price to be paid by the Third Party.

In the event that there is not a bona fide sale and the TENANTS desire to exercise this option to purchase the leased premises, then the TENANTS shall have the right to purchase the premises for a price within three (3%) percent of the appraised value of the premises at that time. The determination of the appraised value shall be as follows:

(1) The appraised value by an appraiser, agreed upon by the parties;

(2) If the parties decide to each choose their own appraiser, then the appraised value shall be the average value of the two (2) appraisals. If, however, there is a difference in the value of the two appraisals of ten (10%) percent or more then either the TENANTS or the OWNER shall have the right to have the two (2) appraisers pick a third appraiser. The appraised value as stated by the third appraiser shall then become the appraised value of the premises.

(f) If the leased premises are sold to a Third Party and the TENANTS do not exercise their option to match the sale price during the five years term of this lease, the TENANTS shall be allowed the use and enjoyment of the leased premises for the remainder of the five (5) year term of the lease.

If the sale of the leased premises to a Third Party occurs during the five year extension or renewal period, then, unless both parties agree on a different date that extension or renewal period of the lease shall cease, terminate, and end at the expiration of one (1) year from the closing date of the sale of the leased premises, or the expiration of the extension or renewal period whichever shall occur first.

(g) In the event that the TENANTS shall be required to obtain legal counsel to enforce any provision, right, or option of this lease and shall prevail in the legal action to enforce said option, right, or lease then the OWNER shall be responsible for any reason attorney fees incurred by the TENANTS to enforce said provision, right, or option.

## 2. PURPOSE AND USE:

The leased premises shall be used by the TENANTS for the rebuilding and repairing of pumps and cylinders, and matters reasonably or necessarily incidental thereto.

## 3. TENANTS' RIGHTS, DUTIES, AND LIABILITIES:

(a) COMPLIANCE WITH LAWS. The TENANTS shall comply with and execute, at their own cost, all lawful orders, regulations, recommendations, requirements and ordinances (whether they or any of them involve simple repairs or structural changes) of the Board of Fire Underwriters, and any unit, division, department or other authority of the city, state, and federal governments affecting the premises by reason of the TENANTS' use and occupancy thereof.

(b) UTILITIES. The TENANTS shall heat the premises at their own cost and pay all charges and assessments for water, gas and electricity consumed in the leased premises.

(c) MAINTENANCE AND CARE OF LEASED PREMISES. The TENANTS shall keep the interior of the premises in a proper state of repair and in the same condition and repair they were in at the commencement of this lease, natural wear, decay or damage by the elements

»(occurring without fault of the TENANTS or other persons permitted by the TENANTS to occupy or enter the premises) or by act of God being only excepted.

The TENANTS shall immediately make good any injury or damage done by them, or their agents, employees, invitees, or visitors, or from any damage caused by the overflow of water, steam or gas, resulting from their negligence, or their agents, employees, invitees or visitors.

The TENANTS shall not perform any acts or carry on any practice which may injure the building, or be a nuisance to the other tenants in the building and shall keep the premises under their control, including sidewalks adjacent to the premises clear and free from snow, ice, rubbish, trash and dirt at all times.

The TENANTS shall not place a load upon the floor of the leased premises exceeding the floor load per square foot area which the floor was designed to carry. Machines and mechanical equipment shall be placed and maintained by the TENANTS at their own expense in frames and settings sufficient to absorb and prevent vibration, noise and annoyance.

(d) INDEMNITY OF OWNER. The TENANTS covenant and agree to protect and save harmless the OWNER of and from any and all claims for injuries to persons or to property by reason of any accident or happening on the leased premises. The TENANTS agree to carry public liability insurance, protecting the OWNER and TENANTS, and will, at the request of the OWNER, furnish certificate showing such insurance in force. The amount of such public liability insurance commonly known as \$50,000.00 and \$100,000.00 policy.

(e) STRUCTURAL ALTERATIONS AND CHANGES. The TENANTS shall not make any structural alterations in the leased premises, or in the plumbing, heating or electrical equipment and fixtures, without the written consent of the OWNER.

All alterations, additions or improvements to or upon the leased premises (except business fixtures, furniture and equipment) shall remain upon and be surrendered with the premises as a part thereof at the end of the term without damage or injury. Removal of the TENANTS business fixtures, furniture and equipment shall be done without defacing or injuring the leased premises.

(f) LIABILITY FOR LIENSLAND CLAIMS. The OWNER shall not be liable for any claims of any mechanics, material-men, or supply-men, or of any one whomsoever, which may arise because of TENANT tenancy, and TENANTS bind themselves to keep the OWNER free from any liability for and from any such claims. If any suit should be filed against the OWNER on any such claim, TENANTS will pay reasonable attorney fees which may be incurred by the OWNER.

#### 4. DUTIES, OBLIGATIONS AND RIGHTS OF OWNER:

(a) INSPECTION. The TENANTS shall permit the OWNER or their agent to enter the leased premises at reasonable hours to examine the same, or to make repairs and alterations therein as shall be necessary for the safety and preservation thereof.

(b) REPAIRS BY OWNER. The OWNER shall keep the foundation, the four outer walls, and the roof of the leased premises in good repair, except that the OWNER shall not be called on to make any such repairs occasioned by the act or negligence of the TENANTS, their agents, employees, invitees or visitors, except to the extent that the OWNER is reimbursed therefore under any policy of insurance.

(c) OWNER NOT LIABLE FOR DAMAGE: The OWNER shall not be liable to the TENANTS for damage or injury to them or their property, occasioned by fire, wind or other casualty, nor by and defect of plumbing, electric wiring or of insulation thereof, gas, water, or steam pipes, or from the backing-up of any sewer pipes, or from the bursting, leaking or running of any waster pipes, or drain or any other pipes in the leased premises, nor for any such damage or injury occasioned by water, snow or ice being upon or coming into the leased premises, unless such injury shall be occasioned by the neglect of the OWNER.

5. DAMAGE BY FIRE:

In the event the leased premises are damaged or destroyed by fire or other causes so as to render the same wholly unfit for use and occupancy by the TENANTS, then this lease shall terminate, but if such damage shall render the said premises partially unfit for such use and occupancy, then the OWNER shall, within a reasonable time, restore said leased premises to such tenantable condition as the same may have been prior thereto, and during the time required to make such repairs, a just and proportionate part of the rent is to be abated until the premises have been put in complete repair and restoration shall have been made.

16. ASSIGNMENT:

(a) OWNER'S CONSENT: The TENANTS will not sublet or assign the premises in part or in whole without the OWNER'S consent in writing.

(b) BANKRUPTCY: In the event that the TENANTS shall be adjudicated a bankrupt or an insolvent, or if the TENANTS shall make an assignment for the benefit of the creditors or take advantage of any insolvency or bankruptcy act, this lease shall, as to the date of such happening, become null and void and come to an end, and neither party shall be liable to the other by reason thereof.

7. CONSENT NOT UNREASONABLY WITHHELD:

The OWNER agrees that whenever under this lease provision is made for the TENANTS securing the written consent of the OWNER, such written consent shall not be unreasonably withheld.

8. DEFAULT:

In case of material default of any of the terms, conditions, provisions and covenants herein contained, the OWNER may terminate this lease, resume possession of the premises and relet the same. The OWNER shall not take advantage of this covenant for forfeiture or termination until after fifteen (15) days from the mailing of a written notice addressed to the TENANTS.

In the event that the OWNER shall be required to retain legal services in order to obtain possession and surrender of the premises herein upon default in any of the terms, provisions, conditions and covenants herein contained, the TENANTS shall pay a reasonable sum for the services of the OWNER'S attorney.

It is expressly provided and understood, however, that the failure and omission of the OWNER to declare this lease forfeited upon the default of the said TENANTS in the performance of any of the terms, covenants, provisions and conditions herein contained, shall not operate as a waiver of the OWNER'S right to declare this lease null and void upon any subsequent forfeiture or cause of forfeiture of this lease by the TENANTS.

9. CAPTIONS AND HEADINGS:

