

P.O. Box 839
Crown Point 46307

94022792

ASSIGNMENT OF LEASE

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THIS AGREEMENT, entered into as of the 1st day of April, 1992, between William Critser (hereinafter called "Assignor"), an individual, the Northern Indiana Materials Corporation (hereinafter called "Assignee"), an Indiana Corporation, which has its principal office at 940 Maxwell Street, Crown Point, Indiana, and the Taubman Children's Trust under Trust Indenture dated December 30, 1976 (hereinafter called "Lessor").

WHEREAS, Lessor made a certain lease (hereinafter called the "Critser Lease") to Assignor, as lessee, which lease was dated the 14th day of December, 1990 concerning the following:

Parcel One

All that part of the East 1/2 of the East 1/2 of Section 9, Township 32 North, Range 9 West of the 2nd Principal Meridian in Lake County, Indiana, lying East of the Easterly right-of-way line of the Chicago, Indiana and Southern Railway Company and North of the South 2/3 of the East 1/2 of the Southeast 1/4 of said section.

Parcel Two

All that part of the West 1/2 of the West 1/2 of Section 10, Township 32 North, Range 9 West of the 2nd Principal Meridian, in Lake County, Indiana, lying North of the following described real estate to-wit: Part of the following West 1/2 of the Southwest 1/4 of Section 10, described as beginning at a point in the West line of said Section 625.0 feet North of the Southwest Corner of said Section; thence North 915 feet; thence East 1311.0 feet; thence South 915 feet; thence West 1310.7 feet to the point of beginning, except the North 190 feet of the East 625 feet thereof.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

(1) Assignor does hereby assign unto Assignee the Critser Lease, together with all right, title and interest of Assignor, as lessee thereunder, in and to the premises therein described, and in and to the buildings thereon, with the appurtenances, and all other of Assignor's rights and benefits as lessee thereunder.

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To have and hold the same unto Assignee, and assigns from April 1, 1992, for the balance of the "Lease Term," as defined in the Critser Lease, subject to the rents, covenants, conditions and provisos therein also mentioned.

(2) Assignor hereby covenants that the said assigned premises are free from encumbrances.

(3) Without intending in any way to reduce or limit the liability of Assignor for performance of the terms of the Critser Lease by Assignee, Assignee hereby assumes and agrees to perform the obligations of Assignor under such lease and to be bound to all of the covenants and agreements of Assignor thereunder, including without limitation those agreements contained in Paragraph 23 of such lease and the subparagraphs thereof.

(4) Assignor and Assignee, jointly and severally represent and warrant to Lessor that all of Assignee's voting securities are owned by William J. Critser.

(5) Lessor herein consents to said assignment of the Critser Lease to Assignee by Assignor but waives no rights of enforcement under said Lease against Assignor.

LESSOR:

Taubman Children's Trust
under Trust Indenture
dated 12/30/76

By 
HENRIK PERRY TAUBMAN,
Co-Trustee 

ASSIGNOR:


WILLIAM J. CRITSER

ASSIGNEE:

Northern Indiana Materials
Corporation

By 
WILLIAM J. CRITSER, President

STATE OF CALIFORNIA)
COUNTY OF Santa Clara) SS.

On April 16, 1994, before me, the undersigned, a Notary Public in and for said State, personally appeared H. Perry Taubman, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he executed it.

WITNESS my hand and official seal.



Joan M. Tupper
Notary Public in and for said
County and State

