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Porter, Wright, Morris & Arthur
Huntington Center
41 South High Street
Columbus, OH 43215-9985

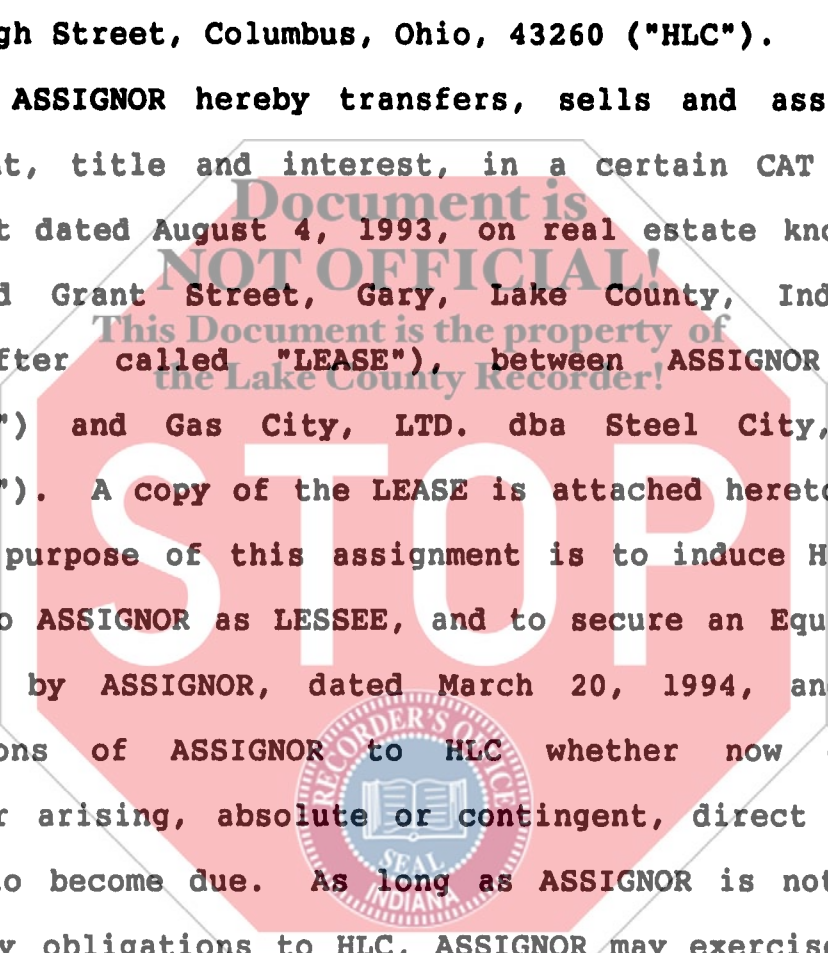
ASSIGNMENT OF LEASE

94025385

This Agreement made this 25th day of March, 1994, between CAT Scale Company ("ASSIGNOR") and The Huntington Leasing Company, an Ohio Corporation with its main office located at 41 South High Street, Columbus, Ohio, 43260 ("HLC").

1. ASSIGNOR hereby transfers, sells and assigns to HLC all right, title and interest, in a certain CAT Scale Lease Agreement dated August 4, 1993, on real estate known as I-80, I-94 and Grant Street, Gary, Lake County, Indiana 46401 (hereinafter called "LEASE"), between ASSIGNOR as lessee ("LESSEE") and Gas City, LTD. dba Steel City, as lessor ("LESSOR"). A copy of the LEASE is attached hereto as Exhibit A. The purpose of this assignment is to induce HLC to extend credit to ASSIGNOR as LESSEE, and to secure an Equipment Lease executed by ASSIGNOR, dated March 20, 1994, and all other obligations of ASSIGNOR to HLC whether now existing or hereafter arising, absolute or contingent, direct or indirect, due or to become due. As long as ASSIGNOR is not in default under any obligations to HLC, ASSIGNOR may exercise all of its rights under said LEASE.

2. In the event ASSIGNOR shall fail to make payments becoming due on any of its obligations to HLC, or is otherwise in default under any of its obligations to or agreements with HLC, or is the subject of any petition in bankruptcy or any other debtor relief proceedings, whether voluntary or involuntary, or if HLC shall deem itself insecure, HLC may, in



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its sole discretion without notice to ASSIGNOR, exercise all rights of ASSIGNOR as lessee under said LEASE including its right to possession. ASSIGNOR hereby appoints HLC its lawful attorney in fact to exercise said rights, in the name of either ASSIGNOR or HLC, to do all things necessary or desirable under this assignment to make this assignment effective.

3. Until HLC shall exercise any rights of ASSIGNOR pursuant to this assignment, HLC shall have no liability or responsibility under the LEASE, and HLC shall not be liable to any person for any person for any action of ASSIGNOR with respect to the LEASE.

4. In the event that HLC shall exercise its rights under this assignment, ASSIGNOR shall remain liable on all obligations to HLC, and shall be liable, for all expenses, including reasonable attorneys fees, incurred by reason of HLC's exercising its rights under this assignment.

5. The LEASE hereby assigned shall not be amended, and the rights of the parties shall not be altered in any respect, by waiver of otherwise, without the prior written consent of HLC.

6. HLC's waiver of any right or power or other forbearance shall not constitute a waiver of any other right of HLC or any subsequent occurrence, and no forbearance, failure

to exercise a power or course of dealing shall be construed as a waiver of any such right or power unless given in writing.

ASSIGNOR:

CAT SCALE COMPANY

By: [Signature]

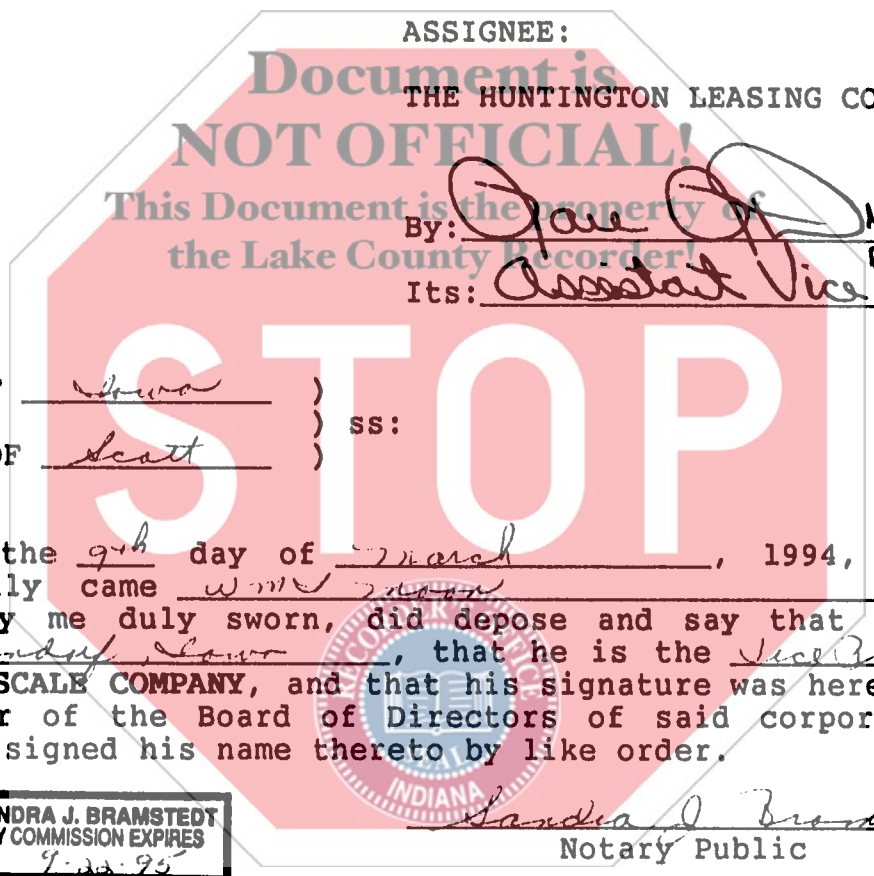
Its: V.P.

ASSIGNEE:

THE HUNTINGTON LEASING COMPANY

By: [Signature]

Its: Assistant Vice President



STATE OF Iowa)

COUNTY OF Scott)

ss:

On the 9th day of March, 1994, before me personally came [Signature], who being by me duly sworn, did depose and say that he resides in Bedford, Iowa, that he is the Vice President of CAT SCALE COMPANY, and that his signature was hereto affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



[Signature]
Notary Public

STATE OF Ohio)

COUNTY OF Franklin)

ss:

On the 25 day of March, 1994, before me personally came Lawrence H. Duncan, who being by me duly sworn, did depose and say that he resides in Columbus, Ohio, that he is the Asst. Vice President of THE HUNTINGTON LEASING COMPANY, and that his signature was

hereto affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.



Notary Public

This instrument prepared by:

H. Grant Stephenson, Esq.
Porter, Wright, Morris & Arthur
41 South High Street
Columbus, Ohio 43215
(614) 227-2155

JOHN L. MILLS
NOTARY PUBLIC STATE OF OHIO
MY COMMISSION EXPIRES APR. 17, 1997

POR/3509



CAT SCALE COMPANY

LEASE AGREEMENT

This AGREEMENT is made and entered into this 4th day of, AUGUST, 19 93, by and between CAT SCALE COMPANY, of Walcott, Iowa 52773, an Iowa Corporation (hereafter referred to as the Lessee), and STEEL CITY of GAS CITY, ILLINOIS Corporation (hereafter referred to as Lessor).

WHEREAS, Lessor owns or leases certain land located in or near GARY in the state of IND. at the intersection of I 80 + I 94 and GRANT ST., which land is more particularly described in Exhibit (A) (Property Legal Description) attached hereto (hereafter referred to as Premises), AND

WHEREAS, Lessor is authorized to enter into this agreement on the abovementioned Premises, AND

WHEREAS, Lessee owns or leases a Truck Scale (hereafter referred to as Scale), which the Lessee wishes to install on a portion of the Lessor's Premises in conjunction with the Truck Stop, AND

WHEREAS, Lessor has agreed to permit this use, AND

WHEREAS, the parties desire to reduce their Agreement to writing.

NOW THEREFORE, in consideration of the foregoing, the mutual promises of the parties, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

(1) DEMISE:

Lessor hereby agrees to lease to Lessee that portion of the Premises to be agreed upon by the parties and shown on the plot plan attached hereto as Exhibit (B) (hereafter referred to as Scale Site), an area not to exceed twenty five feet (25') by one hundred fifty feet (150'), for the installation of the Scale for a period of ten (10) years from the Effective Date of this Agreement.

(2) EFFECTIVE DATE:

The Effective Date of this Agreement will be the day the Scale opens for business as a Certified Scale. Lessee shall notify the Lessor by certified U.S. Mail when the Effective Date is identified. Notice of Effective Date shall be attached to this Agreement as Exhibit (C).

(3) INSTALLATION:

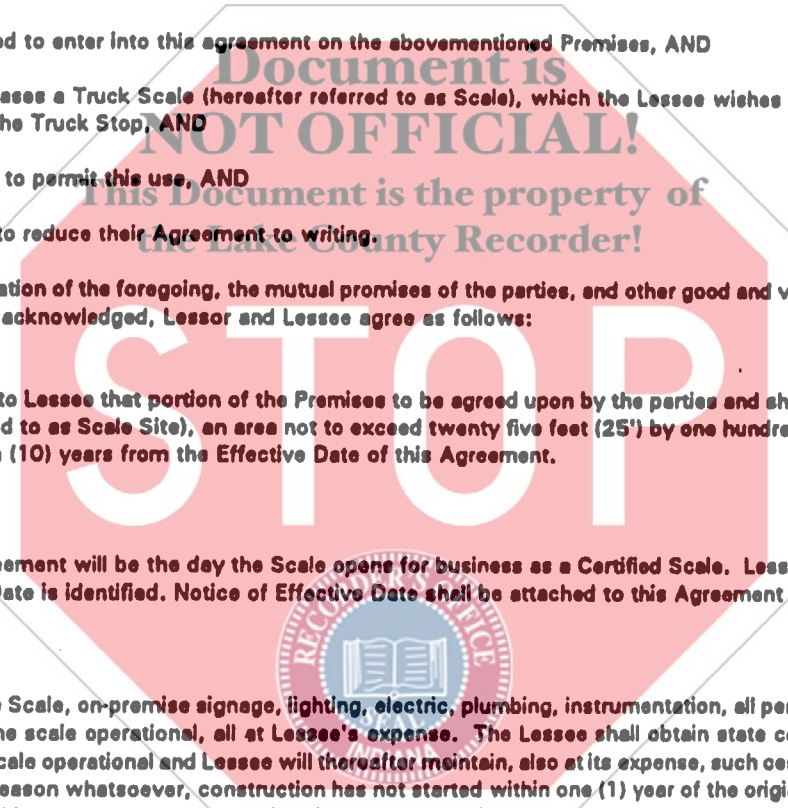
The Lessee agrees to install the Scale, on-premise signage, lighting, electric, plumbing, instrumentation, all permits necessary to build the scale and appurtenances, and to make the scale operational, all at Lessee's expense. The Lessee shall obtain state certification of the scale equipment, if necessary, before making the scale operational and Lessee will thereafter maintain, also at its expense, such certification and permits for the duration of the Lease Term. If, for any reason whatsoever, construction has not started within one (1) year of the original date of this Agreement, either the Lessee or Lessor may declare this Agreement null and void without being subject to breach of contract or any other claim from the other party.

(4) ACCESS:

The Lessor and Lessee to maintain access by each other to the scale site construction area. Lessor agrees to provide an electrical hook-up (and pay for electric used in the operation of the Scale) and counter space in the fuel control center adequate to accommodate all the instrumentation. Lessor also agrees to allow the Lessee to run the necessary conduit underground from the Scale Site to the fuel control center. Notwithstanding anything herein to the contrary, Lessor shall not be required to undertake any act or perform any service or operation which is unsafe, or contrary to any government law, regulation or convention or any permit reasonably obtained. Lessee agrees that it shall indemnify Lessor from any claims for, and shall hold harmless Lessor from any against, any injury to person or property, brought about by any employee or agent of Lessee, or occurring during or due to the installation, construction repair, replacement, or removal of the Scale.

(5) MECHANIC'S LIENS:

The Lessee agrees to keep the premises free from any and all Mechanic's or other or similar liens due to the construction, installation, or modification of the Scale or any of its appurtenances and to hold harmless the Lessor therefrom and from any injury to person or property caused by Lessee.



(6) TRAINING:

(A) The Lessee agrees to train one employee of the Lessor as a Head Weighmaster for the location. Lessor shall have the Head Weighmaster train all other employees that are authorized to operate the Scale in the operation of the Scale. Lessor agrees to ensure that all persons operating the Scale shall be trained in its operation by the Head Weighmaster and authorized to weigh for hire in the state the Scale is located in. All costs associated with registering, licensing, bonding and/or appointing WEIGHMASTERS will be paid by the Lessor.

(B) The Lessee agrees to train one employee of the Lessor as an on-site maintenance person to do minor maintenance repairs and trouble shoot problems with the scale or instrumentation. Throughout this Agreement, "minor maintenance" shall mean keeping the pit free of standing water, replacing broken intercom faces, changing printer ribbons and tickets, reformatting ticket set-up, changing time and date on indicator, entering start-up procedure in the case of power outage, swapping printers, intercoms, video units, etc, and trouble shooting. The out of pocket expense (except time, if any) shall be reimbursed in full by Lessee. The phrase "trouble shooting" shall mean trying to overcome or rule out simple problems by following easy tasks which are clearly outlined by Lessee step by step in either a simple maintenance manual or telephone advice capable of being easily understood.

(7) STAFFING:

The Lessor agrees to staff the Scale with authorized Weighmasters during all hours the Truck Stop is open. Lessor agrees that all such Weighmasters operating the scale will conform to all state and other governmental regulations if any as to which, and to the extent that, Lessee provided Lessor and Weighmasters with the particulars thereof in writing. The Lessor also agrees to have the on-site maintenance person handle such minor maintenance on the scale equipment as would fall within that person's capability.

(8) REPAIR AND MAINTENANCE:

(A) LESSOR'S RESPONSIBILITIES. The Lessor agrees to keep the Scale Site free from debris, weeds, ice, snow, mud, sand, and ordinary junk at all times so as to keep a good wholesome business image of the Scale Site. Lessee also agrees to maintain the access drives to and from the scale in a condition equal to the balance of Lessee's premises.

Lessor shall inspect the Scale Pit periodically for standing water and remedy the problem should standing water be found.

Should the Scale malfunction, Lessor's on-site maintenance person shall inspect the Scale and provide such minor maintenance as is within that person's capability. Should the on-site maintenance person of the Lessor be unable to repair the Scale, Lessor agrees to notify Lessee by phone immediately upon determining the severity of the malfunction. If, after consultation with the Lessee, the problem is still in existence, Lessee shall call a Repairman that has been previously approved by Lessee. Lessor shall keep Lessee informed of the status of the malfunction and whether the Repairman has repaired the malfunction or determined that the problem is beyond his capabilities.

(B) LESSEE'S RESPONSIBILITIES. Lessee shall pay for and provide periodic inspections, no less frequently than the greater of once per year or as required by law, permit, or regulation, of the Scale by an accredited scale serviceman, yearly recertification, or more frequently if required by law, permit or regulation, to assure accuracy, and pit cleaning and painting service as necessary. Lessee agrees to keep the Scale fully operational to the best of its ability Twenty Four (24) hours per day, Three Hundred Sixty Five (365) days per year. Lessee shall also pay for all maintenance and repairs that are beyond the normal abilities of a typical on-site maintenance person attempting to fulfill the instructions described in Sections 6, 7, and 8A, provided Lessor calls the Lessee's service person prior to calling the preapproved Repairman and makes a reasonable effort to fix the problem. If Third Party Repairmen are called for repairs, without attempting to fulfill the duties described in Sections 6, 7, and 8A, then the cost shall be deducted from the Lessor's additional rent.

(9) LEASE TERM:

The Lease is for a period of ten (10) years from the Effective Date of this Agreement.

(10) RENEWAL OPTION:

Lessee has the right and option to extend the term of this Lease Agreement for three (3) successive option periods of five (5) years apiece. These options shall be deemed automatically exercised unless Lessee shall give Lessor written notice by certified US Mail that Lessee does not desire to exercise such options and such notice shall be given not less than sixty (60) days nor more than one hundred twenty (120) days prior to the end of the Lease Term or the end of any exercised option periods. If Lessee does not give notice of its intent not to exercise option, this shall be sufficient to automatically extend the term of this Lease for the option period, without the necessity of execution of any other instruments by the parties, and the extensions and renewals shall be subject to all the terms and provisions applicable during the primary term hereof.

(11) OPTION TO PURCHASE SCALE:

Lessee hereby grants Lessor an option to purchase the Scale at any time after five (5) years from the Effective Date. Lessor must notify Lessee by certified U.S. Mail, of its intent to exercise its option to purchase Scale no less than sixty (60) days before the proposed date of purchase. The option price shall be two (2) times the Gross Sales of the Scale in the calendar year when the Gross Sales were highest. Gross Sales for purposes of determining an option price are defined as Total Receipts less any applicable sales taxes. If and when Scale equipment is purchased by Lessor, this Agreement will terminate and become null and void and Lessor agrees that Lessee will have no future obligations under the agreement including any rental payments. Signage, tickets, and other materials bearing the CAT Scale Logo or other Trademarks are not included in the item sold.

(12) SCALE FEES:

The Lessee shall set the Scale fees to be charged, however the fees will not exceed those of other Scales owned by Lessee and located in the same state. The Lessor agrees to abide by the fees set by the Lessee and charge the fees set to all customers. Lessor may elect to negotiate special rates with one or more customers with Lessee's approval. Any such volume discounts must be approved in writing by Lessee, however telephone approval may be given by Lessee for a period of up to 30 days.

(13) SALES TAX:

Lessor shall be responsible for determining if state and/or local sales and/or gross receipts taxes are due on vehicle weights. If vehicle weights are taxable, Lessor shall collect all taxes on the total scale sales and remit said taxes to the state. It is Lessor's sole responsibility to collect and remit sales taxes if and when due. Lessor agrees to hold the Lessee harmless from any and all claims for sales tax and penalties due.

(14) CREDIT CARDS:

In the event that Lessee establishes a national "CAT SCALE CREDIT CARD" and/or "DEBIT CARD" system, Lessor and Lessee shall share equally any volume discounts given at this particular Scale. Lessor and Lessee shall also share equally any operational costs associated with credit cards at this location with a limit of 10% of credit sales as a cap on operational costs.

(15) BANK DEPOSITS:

(A) Lessee shall establish a bank account at the bank of the Lessor. Deposits will be made into the account by Lessor each banking day.

(B) Lessor shall make all bank deposit slips in triplicate, retaining one at the site, giving the bank one copy, and having the bank verify and stamp the third copy. The verified copy should be attached to the weekly scale sales report and sent to the headquarters of the Lessee every Friday.

(C) Lessor shall keep a separate accounting of each day's scale income and deposit all fees in the bank account of the Lessee daily. If sales tax is collected by the Lessor, it should be deducted and not put into the Lessee's bank account.

(D) If the Lessor wishes to extend credit or receive scale fees in any form other than U.S. currency from scale customers, all such sales must be replaced with U.S. currency and the full amount of the deposit shall be deposited in the Lessee's bank account as U.S. currency (except for the sales for which the cards referred to in Section 14 above were accepted in lieu of cash, as to which reconciliations will be made when the sales are paid).

(E) No deductions shall be made at any time by the Lessor except as follows: If Lessor does not receive timely payment of rentals and Lessor has not fulfilled all of its obligations under this agreement including its Accounting and Auditing responsibilities per Section 18, Lessor may give notice of its intent to deduct the deficiency from the Scale revenue collected. If after ten (10) days, deficiency has not been paid by Lessee, Lessor (without prejudicing any right or remedy otherwise available to it) may deduct up to 100% of the Scale revenue deposit until balance owed is current. Lessee must still account for all scale tickets and revenues.

(F) If Lessor fails to make timely deposits, Lessee may, at its option, declare this Lease Agreement in default, and remove the Scale without notice.

(16) RENT AND ADDITIONAL RENT:

(A) Lessee agrees to pay the Lessor the yearly net rental of twelve thousand dollars (\$12,000) payable in equal monthly installments of one thousand dollars (\$1,000) commencing on the Effective Date of this Agreement. If the Effective Date does not fall on the first day of the month then the first rental payment to the Lessor shall be pro-rated on the number of days from the Effective Date to the end of the month. Thereafter, all rental payments to the Lessor shall be made in advance of the first day of each month.

(B) In addition to the above payment, the Lessee agrees to pay 50% of the gross weekly sales (From 12:01 AM Friday morning to 12:00 Midnight Thursday evening) to the Lessor on all sales in excess of seven hundred fifty dollars (\$750) per week. This will be paid weekly within 10 days of receipt of proper accounting back up as specified in Section 18 of this Agreement.

(17) TAXES:

It is mutually agreed that Lessor shall pay all real estate taxes and assessments that may be levied against the above described Premises. Lessee shall pay only personal property taxes attributable to property owned by Lessee and located upon the demised Premises.

(18) ACCOUNTING & AUDITING:

(A) Lessee agrees to maintain sales records, banking records, scale tickets, and remuneration records on the operation of the Scale pertaining to this agreement and agrees to allow Lessor access to these records any time during normal business hours pending a twenty four (24) hour notice.

(B) Lessor agrees to maintain daily sales records, on premise, of the Scale operation pertaining to this Agreement, and agrees to allow Lessee access to these records at any time during normal business hours. Lessor also agrees to perform DAILY elementary auditing functions pertaining to the operation of the scale to insure that all revenues and tickets are accounted for. The records maintenance and retention period contemplated by A and B of this Section 18, is one year.

(C) Lessor recognizes the fact that the main accounting control for both parties is the prenumbered scale tickets. All missing scale tickets or void tickets that do not have all copies attached, will be assumed to be full priced weighs for the purpose of calculating gross revenues except that tickets or copies missing due to fire, flood, earthquake, theft, or acts of God, shall not count toward the gross sales except to the extent they were otherwise accounted for and reported to Lessee by Lessor. All scale tickets that are reweighs, must have a VALID full price scale ticket number written on the reweigh ticket. All scale tickets without a valid number written will be assumed to be full priced weighs for the purpose of calculating gross revenues.

(D) Lessor agrees it will forward by U.S. Mail every Friday morning, a copy of the weekly scale check-out sheet along with all scale tickets (including all copies of voided tickets) used during the week and the verified bank deposit slips for the week, to the headquarters accounting offices of CAT SCALE COMPANY.

(E) Lessor also agrees to have the weekly scale check-out sheet completed before 12:00 PM Central Standard Time each Friday. A representative of the Lessee will call every Friday for the last week's sales and ticket numbers as well as to check on the condition of the scale.

(F) Lessor agrees to collect and pay any appropriate sales tax on providing the scale service as per Section 13 of this Agreement.

(19) ADVERTISING:

(A) Lessee agrees to include the name of this Scale location in all of its national advertising where locations are listed, and on scale tickets to promote the network of CAT Scales.

(B) Lessee agrees to allow the Lessor to use CAT Scale Company artwork and designs in its advertising program on highway billboards, and the CAT SCALE LOGO in ads in publications and on premise signage so long as all of the above is used in conformity with good business practices to promote the name, "CAT SCALE", but only as long as this Agreement is in full force.

(20) SIGNAGE:

Lessee may install a CAT Scale (entrance) sign over the scale so long as the signage conforms to all local sign ordinances. Lessor agrees to supply power to light the sign at Lessor's expense. Lessor also agrees to call a preapproved sign Repairman should the sign malfunction per Section 8 of this Agreement. The foregoing shall be at Lessee's expense.

(21) OWNERSHIP OF SCALE:

Both parties agree that the Scale equipment being installed by the Lessee is now and will continue to be owned by the Lessee and/or its assigns unless purchased by the Lessor under Section 11 of this Agreement. Said Scale equipment is not a part in parcel to other equipment or real property controlled by the Lessor but is in fact equipment or personal property controlled by the Lessee. Lessor agrees to obtain the authorized signatures on a Mortgagee's / Landlord's Waiver required by the Lessee's equipment leasing company or finance company. When this document is executed, a copy shall be attached as Exhibit D.

(22) INSURANCE:

Lessee agrees to carry a \$1,000,000 general liability policy on the scale installation.

(23) TERMINATION:

(A) At the expiration of this Agreement and all renewal periods, or in the event of a default by Lessor, Lessee may remove the Scale and has the right to remove appurtenances from the Premises, fill the void, and resurface the area of the void. If after sixty (60) days from date of termination, Lessee has not removed Scale, Lessor may at its sole discretion, consider the Scale abandoned, and assume ownership of the scale or at Lessee's expense, remove the Scale, fill the void and resurface the area of the void.

(B) Lessor agrees to give the Lessee a sixty (60) day advance notice by certified U.S. Mails, if and when Lessor elects to discontinue operations as a truck stop site for whatever reason. Lessee may then at its option enter the Premises and remove the scale and appurtenances.

(C) Upon termination, Lessor agrees to cease the use of the name of the CAT SCALE COMPANY, the words CERTIFIED AUTOMATED TRUCK SCALE OR CERTIFIED AUTOMATIC TRUCK SCALE in sequence, or any other copyrighted, trademarked, and registered materials relating to CAT Scales. Lessor also agrees to discontinue, to the extent it is confusingly similar to advertising and promotion by Lessor before termination, the use of the colors of black on yellow or yellow on black in its advertising and promotion of the continued use of the scale at the termination of this Agreement.

(24) LESSOR'S DEFAULT:

If Lessor does not fulfill its obligations as stated in this Agreement or should become unwilling or unable to operate the Scale (the foregoing other than due to any circumstance of force majeure) or shall go out of business because of bankruptcy or insolvency, Lessee may declare the Lease Agreement in default and remove the Scale without diminishing any claims it may have for expenses, loss of income, and attorney's fees. Lessee may also, at its option, elect to hire its own Weighmasters to operate the scale and shall deduct the cost of same from Lessor's rent proceeds. In the event that Lessee so elects, Lessor shall provide space for the Weighmasters and agree not to interfere with the operation of the Scale. Lessor also agrees to pay all reasonable expenses, loss of income, and attorney's fees incurred by Lessee in the event that Lessor shall default under any provision of this agreement.

(25) LESSEE'S DEFAULT:

In the event that Lessee fails to make repairs on the Scale, or in any other way fails to abide by this Agreement, Lessor shall give Lessee notice in writing by certified U.S. mail of default. In the event that the default is not cured within thirty (30) days, Lessor may declare the Agreement to be null and void and may either purchase the scale in accordance with Section 11 or terminate the Lease Agreement and give written notice to the Lessee to remove the scale in accordance with Section 23. If after sixty (60) days, Lessee has not removed Scale, Lessor may consider the Scale abandoned and assume ownership of the scale at Lessor's sole discretion or at Lessee's expense, remove the Scale, fill the void, and resurface the area of the void. The foregoing shall not prejudice any other right or remedy Lessor may have. Lessee also agrees to pay all reasonable expenses, loss of income, and attorney's fees incurred by Lessor in the event that Lessee shall default under the provisions of this agreement.

(26) NON-COMPETITION:

Lessor agrees that it will not build or allow to be built, any other truck scale -- full platform or axle -- on these Premises for the term of this Agreement.

(27) RIGHT OF FIRST REFUSAL:

Lessor agrees to grant the right of first refusal to the Lessee to build and operate truck scales under the same terms as this Agreement, on any other property the Lessor, its subsidiaries, affiliates, officers, directors, or stockholders may own or lease for the duration of this agreement. The right of first refusal will expire if not exercised within thirty (30) days after written notice by Lessor to Lessee of Lessor's intention to build scales or allow scales to be built at another location.)

(28) CONFIDENTIAL INFORMATION:

Lessor agrees not to release any confidential information including but not limited to sales figures, operating procedures, and marketing strategies that Lessor may acquire as a direct or indirect result of this Agreement, which are proprietary to Lessee and not generally available.



(29) ASSIGNMENT:

Lessor may assign this Lease Agreement in conjunction with the sale or lease of the Premises with the approval of Lessee. Lessor shall notify Lessee at least 60 days prior to the assignment. If Lessee approves Assignee, a new Lease Agreement will be signed with the Assignee to become effective on the date of the transfer. The terms of the new Lease Agreement shall be exactly the same as this Lease Agreement, including the effective date. If Lessee does not approve the Assignee, Lessee may terminate the Lease Agreement and remove the Scale. Whether the Assignee is approved and a new Lease Agreement signed, or the Assignee is rejected and the Scale is removed, Lessor shall have no other obligations to Lessee under this Lease Agreement. If for some reason the Premises are sold, leased, or otherwise assigned and the abovementioned procedure is not followed, Lessee may declare this Lease Agreement to be in default and look to Lessor for fulfillment of its obligations.

Lessee may assign this Lease Agreement without the consent of the Lessor, but Lessee will remain liable for its obligations under this Lease Agreement.

Both Parties agree that no conveyance, assignment by, or other change of interest of either of the Parties in the Premises hereby demised whether recorded or unrecorded, shall be binding upon the other Party unless notified by certified U.S. mail and in no event shall such conveyance, assignment or other change of interest affect this Agreement or the renewal options of Lessee hereunder.

If the Lessor should sell, lease or otherwise assign the truck stop site to a Third Party that does not wish to operate the Scale as detailed in this Agreement, Lessor agrees to purchase the Scale in accordance with Section 11. If the Scale has not been in operation for five (5) years, Lessee agrees to waive the five (5) year waiting clause and allow Lessor to purchase the scale in accordance with Section 11. If the scale has not been in operation for a full year, the purchase price shall be twenty four (24) times the gross sales of the Scale in the highest month since the Effective Date.

(30) LESSOR'S LIABILITY:

Lessor shall not be liable for loss of Scale revenue due to its negligence or that of any employees, contractors, or other third parties and shall only be responsible to Lessee for lost Scale revenues in the event of fraud, or breach of contract.

(31) USE RESTRICTIONS:

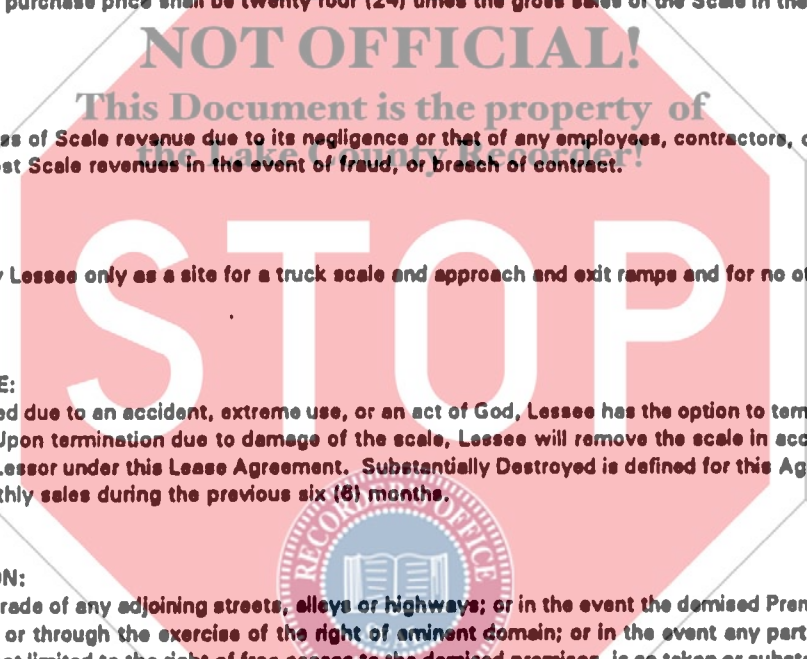
The Scale Site may be used by Lessee only as a site for a truck scale and approach and exit ramps and for no other use without the express, prior written consent of Lessor.

(32) DAMAGE TO THE SCALE:

If Scale is substantially damaged due to an accident, extreme use, or an act of God, Lessee has the option to terminate the contract prior to the end of the term without penalty. Upon termination due to damage of the scale, Lessee will remove the scale in accordance with Section 23, and will have no further obligations to Lessor under this Lease Agreement. Substantially Destroyed is defined for this Agreement as: A repair costing more than 75% of the average monthly sales during the previous six (6) months.

(33) GOVERNMENTAL ACTION:

In the event of any change in grade of any adjoining streets, alleys or highways; or in the event the demised Premises shall be taken by or pursuant to any governmental authority or through the exercise of the right of eminent domain; or in the event any part of said demised Premises, or any interest therein, including but not limited to the right of free access to the demised premises, is so taken or substantially interfered with and the said demised Premises after said taking or interference is, in the opinion of the Lessee, not suitable for the operation of a Scale, this Agreement, at the option of the Lessee, shall terminate without liability on the part of Lessee, or Lessee may continue in possession of the remaining portion of said demised Premises, but nothing herein shall be deemed a waiver of the sole right of Lessee to any award for damages to it or to its leasehold interest caused by such taking, whether made separately or as a part of a general award.



(34) TOTAL AGREEMENT:

This Lease Agreement and related supplements constitute the total business relationship between the parties.

(35) UNENFORCEABILITY:

Any provision of this agreement which may be determined as unenforceable in any jurisdiction shall not render unenforceable any other or all of the balance of this contract in said jurisdiction and any such unenforceability in any jurisdiction shall not render unenforceable such provision in any other jurisdiction.

(36) NOTICES:

All notices required under this Agreement shall be in writing and be deemed delivered when mailed by certified U.S. mail, return receipt requested, to the following addresses:

Lessee: CAT Scale Company
P.O. Box 639
Walcott, Iowa 52773

Lessor: STEEL CITY
3001 GRANT ST.
GARY IND. 46401

AND

GAS CITY
160 S. LA GRANGE
FRANKFORT, IL.
60423

(37) MISCELLANEOUS:

The terms, conditions and covenants of this Agreement shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors, sublessees, assigns, officers, stockholders, and directors, and shall run with the land; and where more than one party shall be the Lessor under this Agreement, the word "Lessor" whenever used in this Agreement shall be deemed to include all parties - Lessor jointly and severally.

This contract shall be governed by the laws of the State of Iowa.

(38) WITNESS:

IN WITNESS THEREOF, the Parties hereto have caused these presents to be executed the day - year first above written.

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

LESSEE: CAT SCALE COMPANY, Walcott, Iowa 52773

[Signature]
LESSEE VICE-President

STATE OF IOWA
COUNTY OF SCOTT

Before me a Notary Public in and for said county and state, personally appeared W.M. Moon, to me known to be the VICE-PRESIDENT of CAT Scale Company, who acknowledged to me that he did sign the foregoing Lease Agreement as his free act and deed and as the free act and deed of said corporation for the uses and purposes expressed therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 2 day of February, 1994.

SANDRA J. BRAMSTEDT
MY COMMISSION EXPIRES
9-22-95



Sandra J. Bramstedt
Notary Public

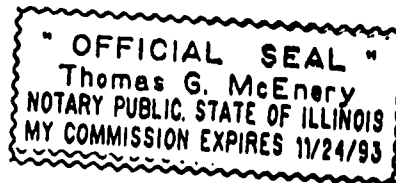
X [Signature]
LESSOR President

STATE OF Illinois
COUNTY OF Rock

Before me a Notary Public in and for said county and state, personally appeared Tom McEnery, to me known to be the President of Gas City, LTD. who acknowledged to me that he did sign the foregoing Lease Agreement as his free act and deed and as the free act and deed of said corporation for the uses and purposes expressed therein.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 5th day of August, 1993.

Thomas G. McEnery
Notary Public



RESOLUTION OF BOARD OF DIRECTORS

I HEREBY CERTIFY that I am the duly elected and qualified Secretary of GAS CITY LTD and the keeper of the records and corporate seal of said corporation and that the following is a true and correct copy of a resolution duly adopted at a regular meeting of the Board of Directors of said corporation held in accordance with the By-Laws of said Corporation at its offices at:

160 S. LA GRANGE RD. FRANKFORD IL 60422
on the 7 day of AUGUST, 1992.

"Be it Resolved that WILLIAM J. MCENERY (name), the PRESIDENT (title) of GAS CITY LTD (corporation) is authorized to execute a CAT Scale Lease Agreement on behalf of the corporation.

I FURTHER CERTIFY, that the following are at present duly elected officers:

Name	Title
<u>WILLIAM J. MCENERY</u>	President
<u>SAM TROVATO</u>	Vice President
<u>SAM TROVATO</u>	Treasurer
<u>SAM TROVATO</u>	Secretary

In Witness Whereof, I have hereunto affixed my name as SAM TROVATO Secretary and have caused the corporate seal of said Corporation to be hereto affixed this 6 day of AUGUST, 1992
Sam Trovato Secretary

IMPRINT
SEAL
HERE

I, William McEnery, a Director of said Corporation, do hereby certify that the foregoing is a correct copy of a resolution adopted as above set forth.

W J McEnery
To be signed by a director other than the Secretary

LEGAL DESCRIPTION

Parcel I. Part of the Northwest 1/4 of Section 21, Township 36 North, Range 8 West of the 2nd Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows: Beginning at a point on the East line of Grant Street (34 feet East of the West line of said Northwest 1/4) which is 1890.03 feet North of the South line of said Northwest 1/4, thence East at right angles to the East line of Grant Street 120 feet; thence North parallel to the East line of Grant Street 182.95 feet, more or less, to a line drawn perpendicular to the West line of said Northwest 1/4 through a point identified as Station 2 plus 35 on Center Line "C" as set out in the description of Parcel 334 of Project No. 265, Section 22, in a Right of Way Grant to the State Highway Department of Indiana, recorded in Right of Way Grant Record 1127 page 273 in the Office of the Lake County Recorder; thence West along said perpendicular line 120 feet to the East line of Grant Street; thence South along the East line of Grant Street 182.95 feet, more or less, to the point of beginning.

Parcel II. Part of the Northwest 1/4 of Section 21, Township 36 North, Range 8 West of the 2nd Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows: Beginning at a point on the East line of Grant Street which is 1,799.03 feet North of the South line of said Northwest 1/4 Section 21, said point of beginning being 200 feet North of the North line of the entrance parcel of the United States Army Site as said entrance parcel is described in an easement recorded in Miscellaneous Record 426 page 238; thence East at right angles to the East line of Grant Street and 200 feet North of and parallel with the North line of said entrance parcel 120 feet; thence North and parallel with the East line of Grant Street 100 feet; thence West at right angles 120 feet to the East line of Grant Street; thence South along the East line of Grant Street 100 feet to the place of beginning.

Parcel III. A part of the Northwest 1/4 of Section 21, Township 36 North, Range 8 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, more particularly described as follows: Commencing at a point on the East Right-of-Way line of Grant Street (34 feet East of the West line of said Northwest 1/4) which is 1,799.03 feet North of the South line of said Northwest 1/4; thence East at right angles to the East Right-of-Way line of Grant Street 120.0 feet to the point of beginning; thence continuing East along said last mentioned course 120.0 feet; thence North parallel with the East Right-of-Way line of Grant Street 283.95 feet more or less to a line drawn

Right-of-Way Grant to the State Highway Department of Indiana, recorded in a Right-of-Way Grant Record 1127 page 273, in the Office of the Lake County Recorder; thence West along said perpendicular line, 120.0 feet; thence South parallel with the East Right-of-Way line of Grant Street 282.95 feet more or less to the point of beginning. Except from the above described parcels that part described as follows:

Part of the Northwest 1/4 of Section 21, Township 36 North, Range 8 West of the 2nd Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows: Commencing at a point on the East line of Grant Street which is 1,799.03 feet North of the South line of the Northwest 1/4 of Section 21, said point of parcel of the United States Army Site as said entrance is described in an easement recorded in Miscellaneous Record 626 page 238; thence East at right angles to the East line of Grant Street and 200 feet North of and parallel with the North line of said entrance parcel 120 feet to the point of beginning. thence North parallel with the East right-of-way line of Grant Street 282.95 feet, more or less, to a line drawn perpendicular to the West line of said Northwest 1/4 of Section 21, thence East on said perpendicular line, 30 feet; thence South 68.97 feet, thence West 24 feet, thence South 213.98 feet to a point 6 feet East of the point beginning; thence West 6 feet to the point of beginning.

Parcel IV: Part of the Northwest 1/4 of Section 21, Township 36 North, Range 8 West of the 2nd Principal Meridian, in the City of Gary, Lake County, Indiana, described as follows: Commencing at a point on the East line of Grant Street which is 1,799.03 feet North of the South line of the Northwest 1/4 of Section 21, said point of commencement being 200 feet North of the North line of the entrance parcel of the United States Army Site as said entrance is described in an easement recorded in Miscellaneous Record 626 page 238; thence East at right angles to the East line of Grant Street and 200 feet North of and parallel with the North line of said entrance parcel 120 feet to the point of beginning; thence North parallel with the East right-of-way line of Grant Street 282.95 feet, more or less, to a line drawn perpendicular to the West line of said Northwest 1/4 of Section 21; thence East on said perpendicular line, 30 feet; thence South 68.97 feet; thence West 24 feet, thence South 213.98 feet to a point 6 feet East of the point of beginning; thence West 6 feet to the point of beginning.

Parcel V: A part of the Northwest quarter of Section 21, Township 36 North, Range 8 West of the Second Principal Meridian, in the City of Gary, Lake County, Indiana, more particularly described as follows: Commencing at a point on the East Right-

... line of Grant Street said point being 54 feet east of the
... line of said Northwest Quarter of Section 21, and 1,799.02
... North of the South line of said Northwest 1/4 Section 21;
thence East at right angles to the East right of way line of
Grant Street 120.00 feet to the point of beginning; thence
continuing East 120.00 feet; thence North and parallel with the
East right of way line of Grant Street; 205.18 feet more or less
to a point which is 78.77 feet South of a line drawn at right
angles to the West line of said Northwest Quarter of Section 21
through a point identified as Station 2 plus 35 on center line
"C" as set out in the description of Parcel 334 of Project No.
265, Section 22, in a Right-of-Way Grant to the Indiana
Department of Highways, recorded in Right-of-Way Grant Record
1127 page 273, in the Office of the Recorder of Lake County;
thence East perpendicular to the East Right-of-Way line of Grant
Street 271.00 feet; thence South parallel with the East Right-of-
Way line of Grant Street 305.18 feet; thence continuing West
perpendicular to the East Right-of-Way line of Grant Street
391.00 feet; thence North perpendicular to said last mentioned
course 100.00 feet to the point of beginning.

COMMONLY KNOWN AS: 3001 GRANT STREET, GARY, INDIANA

STOP

