

Charles E. Embley
53 Muenich Ct
Hammond, IN 46320

LAND LEASE

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THIS LEASE, made and entered into this 5th day of February, 1996, by and between U. S. STEEL GROUP, A UNIT OF USX CORPORATION, a Delaware corporation, hereinafter called "Landlord", and , PVS TECHNOLOGIES, INC., a Michigan corporation, hereinafter called "Tenant".

**ARTICLE I
GRANT AND TERM**

1.01. Leased Premises

Landlord hereby demises and leases to Tenant and Tenant hereby leases from Landlord that certain property in the City of Gary, County of Lake, State of Indiana, containing approximately 2.33 acres and as is more particularly described on Exhibit A, attached hereto and made a part hereof, together with all improvements and equipment or other personal property existing thereon or to be placed thereon, all of said leased property being herein collectively called the "Premises" or the "Leased Premises".

No other property right, easement, license or right-of-way shall be acquired by Tenant unless specifically set forth herein.

1.02. Term

The base Term of this Lease shall be concurrent with the term of the Renewal Agreement for Disposal and/or Commercial Processing of Ferrous Chloride (FC), effective September 1, 1995 (the "Renewal Agreement") between Landlord and Tenant and which shall be coterminous with the Renewal Agreement unless sooner terminated or extended as provided or permitted herein, but this Lease shall be binding on both parties upon full execution and delivery. In the event that the Lease Term is extended or renewed, the "Term" shall include any extensions or renewals throughout the Lease.

**ARTICLE II
RENT**

2.01. Rent

Tenant shall pay Landlord as minimum annual rental for each Lease year of the Term hereof the sum of One Dollar (\$1.00) per year, which shall be payable annually in advance.

2.01. Rental Payments

All rental payments shall be made without set-off, counter-claim or other deduction to Landlord at Department L104P, Pittsburgh, Pennsylvania 15264 or at such other address as Landlord or its assigns may direct.

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MARGARETTE CLEVELAND
RECORDER

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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

**ARTICLE III
TAXES AND OTHER COSTS**

3.01. Taxes

PVS shall be responsible for the reporting and payment of the following taxes, and any other taxes presently in existence arising out of or in connection with PVS's performance of his Renewal Agreement.

- (a) **Real Estate Taxes.** PVS shall pay all real estate taxes based upon valuation of the Leased Premises, including any increase in valuation resulting from improvements or activities thereon by PVS. PVS shall have the right to determine the valuation information which may be required by taxing authorities, and USS shall have the sole right to report said valuation information to those authorities.
- (b) **Franchise Taxes.** PVS shall pay all franchise taxes (if any) incurred by USS or PVS (however such franchise taxes may be nominally designated), based upon or measured by the charges or rates now set forth or hereafter imposed in this Renewal Agreement, during the term thereof, under federal, state or local taxing jurisdictions.
- (c) **Personal Property Taxes; Other Taxes.** PVS shall pay all property taxes measured by the valuation of PVS tangible personal property, equipment and fixtures on the Leased Premises, or any tax in lieu of property taxes, sales, use, excise, and occupational taxes on tangible personal property constructed or placed by PVS on the Leased Premises.
- (d) **Hazardous Materials Taxes.** PVS shall pay all solid or hazardous waste taxes on all material disposed of by PVS. PVS shall also pay all taxes on the ferric chloride products shipped from the premises. In the event of changes in the environmental laws and regulations that result in a significant increase in the taxation of said ferric chloride products, PVS and USS shall negotiate responsibility for paying such increased taxes.

**ARTICLE IV
USE**

4.01. Purpose

- (a) The Leased Premises shall be used and occupied only for the purpose of operating a ferrous-chloride processing and ferric-chloride generation facility and any directly related use and for none other without Landlord's consent.
- (b) Tenant shall not use or permit the use of the Premises for any purpose which is forbidden by law, order, decree, citation, regulation or ruling of any governmental authority; which is other than as is permitted hereunder in (a) above; which may be dangerous to life, limb or property; which may increase the Landlord's insurance premium cost of the policies carried hereunder at Landlord's election over the cost based on Tenant's activities permitted under; or which may invalidate any such policy of insurance.

- (c) Tenant covenants to operate its business throughout the Term hereof continually and in person unless Landlord shall otherwise agree.

ARTICLE V INSURANCE, INDEMNITY, AND SUBROGATION

Tenant shall, during the entire term hereof, comply with the insurance, indemnity and subrogation provisions of the Renewal Agreement, including, but not limited to, Paragraphs 20 and 21, the terms of which are incorporated into this Lease by this reference.

ARTICLE VI UTILITIES

6.01. Utility Charges

Tenant shall be solely responsible for and shall promptly pay all charges for heat, water, gas, electricity or any other utility used or consumed in the Lease Premises,, provided that Landlord shall supply the utilities described in Paragraph 11 of the Renewal Agreement and Tenant agrees to purchase and pay for the same as additional rent in accordance with that Paragraph 11.

ARTICLE VII EMINENT DOMAIN

7.01. Total Condemnation of Leased Premises

If title to the whole of the Leased Premises shall be acquired or condemned by eminent domain or sold in anticipation thereof for any public or quasi-public use or purpose, then the Term of this Lease shall cease and terminate as of the date of title vesting in such proceeding or delivery of possession, whichever is earlier; Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease, and rent shall be adjusted to the termination date.

7.02. Partial Condemnation

If any part of the Leased Premises shall be acquired or condemned as aforesaid or sold in anticipation thereof, and in the event that such partial sale, taking or condemnation shall render the remainder of the Leased Premises unsuitable for the business of the Tenant, then the Term of this Lease shall cease and terminate as of the date of title vesting in such proceeding or delivery of possession, whichever is sooner. Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease, and rent shall be adjusted to the date of such termination.

In the event of a partial taking, sale or condemnation which does not render the remainder of the Premises unsuitable for the business of the Tenant, then Landlord shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion lost in the taking, and this Lease shall continue in full force and effect; provided, however, that (1) the fixed minimum rent shall be abated proportionately as to the Premises taken, (2) in making such restoration, Landlord shall not be obligated to expend any amount in excess of the amount of the condemnation improvement award received by Landlord, and (3) the term hereof shall be extended for a

period equal to the period of restoration under all of the terms, covenants and conditions of this Lease, including without limitation Tenant's obligation to pay rent and additional rent. The proportionate abatement of rental shall be based upon square feet of leased area.

7.03. Tenant's Damages

Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be awarded or recoverable by Tenant in its own right on account of any and all damages to Tenant's business or leasehold interest by reason of the condemnation, and for or on account of any cost, expense, or loss to which Tenant might be put in removing Tenant's merchandise, furniture, fixtures, leasehold improvements and equipment, provided however, that in no event shall the award or payment of the fair market value of Landlord's entire property interest in the Premises be thereby diminished.

7.04. Arbitration

In the event of a partial condemnation where Landlord and Tenant cannot agree on whether the uncondemned portion is suitable or unsuitable for the business of Tenant, they shall appoint an arbitrator within 20 days of the taking, whose decision shall be made within 10 days of such appointment and shall be final. If Landlord and Tenant cannot agree on the arbitrator, the issue shall be submitted for arbitration under the then existing rules of the American Arbitration Association.

**ARTICLE VIII
POSSESSION AND QUIET ENJOYMENT**

8.01. Title

Landlord represents that it has fee title to the Premises, free and clear of any deed restrictions or other encumbrances which would in any way prevent Landlord from carrying out its obligations under this Lease or prevent the use and enjoyment of the Premises by Tenant, as provided herein.

8.02. Representation

Landlord represents to Tenant that it will place Tenant in possession of the Premises free from the claims of persons in possession and third parties claiming rights thereto. Landlord shall tender possession of the Premises to Tenant upon the completion of any improvements, but shall allow Tenant full access to the Premises prior to such date in order that Tenant may install its equipment and fixtures and stock in trade, provided such access does not interfere with said completion of improvements.

8.03. Abandonment

Tenant shall not, after acceptance of possession, abandon or vacate the Premises during the Term hereof.

**ARTICLE IX
BINDING EFFECT**

9.01. Benefits

All of the covenants, agreements, conditions and undertakings in this Lease contained shall extend and inure to the benefit of and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, the same as if they were in every case specifically named, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to, wherever applicable, the heirs, executors, administrators, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

9.02. Landlord Defined

The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Demised Premises, and in the event of any transfer or transfers of the title to such fee, Landlord herein named (and in the case of any subsequent transfer or conveyance, the then grantor) shall be automatically freed and relieved, from the after the date of such transfer or conveyance, of all personal liability respecting the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed; provided that any funds in the hands of such Landlord or the then Grantor at the time of such transfer, in which Tenant has an interest, shall be turned over to the grantee, and any amount then due and payable to Tenant by Landlord or the then grantor under any provisions of this Lease, shall be paid to Tenant.

**ARTICLE X
OFFSET STATEMENT, ATTORNMENT AND SUBORDINATION**

10.01 Offset Statement

Within ten days after request therefor by Landlord, or in the event that upon any sale, assignment or hypothecation of the Leased Premises and/or the land thereunder by Landlord, an offset or estoppel statement shall be required from Tenant, Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord, certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

10.02. Attornment

In the event any proceedings are brought for the foreclosure of any mortgage or in the event of exercise of the power of sale under any mortgage made by the Landlord covering the Leased Premises, Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Landlord under this Lease.

10.03. Subordination

This Lease shall be subordinate to the lien of any mortgage or mortgages or the lien resulting from any other method of financing or refinancing now or hereafter in force

against the land and/or buildings of which the Leased Premises are a part, or against any buildings hereafter placed upon the land of which the Leased Premises are a part, and to all advances made or hereafter to be made upon the security thereof, resulting from any encumbrance placed or permitted by Landlord; provided, however, that neither the Premises nor this Lease shall be subordinate or subject to the lien of any mortgage or other financing encumbrance or device consummated by Tenant whether or not consented to by Landlord; provided, further, that Landlord shall secure the agreement of all mortgagees that none will disturb Tenant's rights under this Lease as long as Tenant is not in default under this Lease.

Tenant shall upon demand at any time execute, acknowledge and deliver to Landlord any and all instruments that may be necessary or proper to subordinate this Lease and all rights hereunder to the lien of any such mortgage and each renewal, modification, consolidation, replacement or extension hereof and, if Tenant shall fail at any time to execute, acknowledge and deliver any such subordination instrument, Landlord, in addition to any other remedies available to it in consequence thereof, may execute, acknowledge and deliver the same as the attorney-in-fact of Tenant and in Tenant's name, place and stead, and Tenant hereby irrevocably makes, constitutes and appoints Landlord, its successors and assigns, as such attorney-in-fact for that purpose.

10.04. Tenant Financing

Tenant shall not encumber, hypothecate or finance this Lease, the leasehold interest, the Premises or any other rights or property on or in the Premises without Landlord's prior consent, nor shall Tenant execute any document involved in the financing of this Lease, the leasehold estate or any personal property without Landlord's prior consent.

ARTICLE XI DEFAULT

11.01. Default by Tenant

The following events shall constitute a default by Tenant under this Lease:

- (a) Continued uncorrected nonpayment of any rental or additional rental for ten (10) days after the mailing date of a written notice that the same shall be due and payable; or
- (b) Continued uncorrected failure by Tenant to perform or comply with any other condition or term of this Lease for twenty (20) days after date of written notice to Tenant by Landlord; or
- (c) The filing by Tenant of a petition in bankruptcy, the adjudication of Tenant as a bankrupt, filing against Tenant of any proceedings in involuntary bankruptcy, the filing against Tenant of any action for its dissolution or rearrangement, the appointment on behalf of Tenant of a receiver or trustee, the assignment by Tenant for the benefit of any creditor, or the uncured or unremoved filing or entry against Tenant or against the Premises of any lien, judgment, decree, order, or encumbrance attributable to Tenant's action or inaction under this Lease. Tenant shall have twenty (20) days from filing or entry to cure or remove the encumbrance.
- (d) No default shall be deemed uncorrected, if within twenty (20) days following notice thereof, Tenant shall commence and continue the

correction of same with due diligence, and provided, further, such default does not involve the failure to perform an undertaking prior to a date which may not be extended for any reason whatsoever.

11.02. Landlord's Remedies

Upon the occurrence of any default above described, in addition to all other rights and elections provided in this Lease, and all other legal or equitable remedies available to Landlord, Landlord may by notice given elect to terminate this Lease, or terminate Tenant's right of possession without terminating this Lease, re-enter and retake possession by summary proceeding or otherwise, and expel Tenant and remove all property from the Premises without liability for any damages therefor. Tenant shall then be liable for all of Landlord's costs of re-entry, restoration, recovery and repossession and all rentals and additional rentals due for the balance of the Term. All rentals due for the balance of the Term shall be equal to the average annual minimum rentals or additional rentals payable by Tenant from the commencement of the Term to time of default, or during the preceding three full calendar years, whichever period is shorter.

Landlord on its own behalf, if it terminates this Lease, or on behalf of Tenant if it terminates Tenant's possession, may re-let all or any portion of the Premises for any period equal to less than, or greater than the remaining Term, upon such terms and conditions and for such purposes as Landlord deems advisable. In so doing, Landlord may alter, remodel or otherwise change the Premises as it deems appropriate for such re-letting.

In the event of such default and subject to all applicable laws and rights of third parties, Landlord may seize and distrain any or all of Tenant's property on or in the Premises and sell the same and apply the proceeds to the satisfaction of Tenant's obligations. Any proceeds remaining after satisfaction of Landlord's obligations shall be paid in accordance with proper judicial direction and/or to Tenant.

11.03. Default by Landlord

If any default of the Landlord in performing or complying with any covenant, condition or agreement hereunder, shall:

- (a) Continue uncorrected for twenty (20) days after written notice thereof to Landlord; or
- (b) If Landlord shall fail to pay any sum or perform any act which is necessary to be paid or done in order that Tenant may have, hold and enjoy the Premises as provided in this Lease and fails to cure the same within twenty (20) days after written notice to Landlord, then

Tenant may treat such default as a breach of this Lease, and without further notice or demand, resort to its remedies, as hereinafter set forth.

11.04. Tenant's Remedies

In addition to all other rights and elections provided in this Lease and all other legal or equitable remedies or damages provided by law, Tenant may if it is in compliance with all terms of this Lease elect in the notice given pursuant to Paragraph 11.03, to:

- (a) Terminate the Lease and be relieved of all further liability under the Lease;
or

- (b) Proceed without terminating the Lease to correct any such default by itself, performing or complying on behalf of Landlord, with any of the covenants, conditions and agreements to be performed by Landlord, and may collect the cost of same from Landlord by appropriate legal proceedings. In such event, this Lease shall remain in full force and effect.

11.05. Remedies Cumulative

Except as herein otherwise provided, no right or remedy herein conferred upon or reserved to Landlord or Tenant is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given thereunder or now or hereafter existing at law or at equity or by statute.

11.06. Waiver

No delay or omission by either party hereto to exercise or resort to any remedy accruing upon default by the other party shall impair any such remedy or the rights and powers attendant thereto or be construed as a waiver of such default or any subsequent default. Subject to the provisions of this Article XI, every remedy available to a party may be exercised at any time during the continuance of such default. Express waiver by either of the parties hereto of any covenants, conditions or agreements herein to be performed by the other shall not be construed to be a waiver of any continued or succeeding default therein or as a waiver of any other covenants, conditions or agreements.

11.07. Interest

All sums expended by either party as permitted herein in performance of the defaulted covenants, conditions and agreements of the other party, shall be due on demand and shall bear interest at the maximum legal rate then permitted by law of the state wherein the Premises is situate.

11.08. Legal and Similar Expenses

Tenant or Landlord, as the case may be, shall pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by such party in successfully enforcing or recovering upon the covenants and agreements in this Lease, wherein Tenant or Landlord, as the case may be, is determined to have defaulted.

11.09. Waiver of Jury Trial and Counterclaims

The parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, and/or any claim of injury or damage. In the event Landlord commences any proceedings for nonpayment of rent, minimum rent, percentage rent or additional rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of the Tenant's right to assert claims in any separate action or actions brought by the Tenant.

11.10. Removal

Tenant shall not remove or permit the removal of any property of any kind from the Premises nor create any interest therein in favor of any third person after receipt of default notice from Landlord and for so long as default exists.

**ARTICLE XII
ACCESS****12.01. Right of Entry**

Landlord or its agents shall have the right to enter the Leased Premises at all reasonable times, upon reasonable advance notice, to examine the same, and to show them to prospective purchasers or lessees, and to make such repairs, alterations, improvements or additions as Landlord may deem necessary or desirable, and Landlord shall be allowed to take any property or material into and upon said Premises that may be required therefor without the same constituting an eviction of Tenant in whole or in part, and the rent reserved shall in no wise abate while said repairs, alterations, improvements, or additions are being made, by reason of loss or interruption of business of Tenant, or otherwise.

During the six months prior to the expiration of the Term of this Lease or any renewal term, Landlord may exhibit the Premises to prospective tenants or purchasers and place upon the Premises the usual notices "To Let" or "For Sale", which notices Tenant shall permit to remain thereon without molestation.

If Tenant shall not be personally present to open and permit an entry into said Premises at any time, when for any reason an entry therein shall be necessary or permissible, Landlord or its agents may enter the same by a master key or may forcibly enter the same without rendering Landlord or such agents liable therefor and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Premises or any part thereof, except as otherwise herein specifically provided.

12.02. Excavation

If an excavation shall be made upon land adjacent to the Leased Premises, or shall be authorized to be made, Tenant shall afford to the person causing or authorized to cause such excavation, license to enter upon the Leased Premises for the purpose of doing such work as Landlord shall deem necessary to protect the Leased Premises from injury or damage and to support the same by proper foundations, without asserting any claim for damages or liability against Landlord or for diminution or abatement of rent.

12.03. Common Areas

- (a) Landlord grants to Tenant in common with other occupants the rights of ingress and egress to and from the Premises over and through such areas as may be provided and designated for such purpose by Landlord. Landlord shall maintain the common areas in a safe and usable condition which are not part of the Leased Premises.

**ARTICLE XIII
TENANT'S PROPERTY**

13.01. Taxes on Leasehold

Tenant shall be responsible for and shall pay before delinquency all municipal, county, state or federal taxes assessed during the term of this Lease against any leasehold interest or property of any kind, owned by or placed in, upon or about the Leased Premises by the Tenant or against Tenant's business.

13.02. Loss and Damage

Landlord shall not be liable for any damage to property of Tenant or of others located on the Leased Premises, nor for the loss of or damage to any property of Tenant or of others by theft or otherwise. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Leased Premises or from the pipes, appliances or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any such damage caused by other persons in the Leased Premises, occupants of adjacent property, or the public, or caused by operations in construction of any private, public or quasi-public work.

**ARTICLE XIV
HOLDING OVER, SURRENDER**

14.01. Holding Over

Any holding over after the expiration of the Term hereof, with the consent of the Landlord, shall be construed to be a tenancy from month to month at the rents herein specified (pro-rated on a monthly basis) and shall otherwise be on the terms and conditions herein specified, so far as applicable.

14.02. Surrender of Premises

At the orderly expiration of the tenancy hereby created, Tenant shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted. Tenant shall not remove any property, equipment, structures, fixtures or improvements before surrendering the Premises as aforesaid without Landlord's consent. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of the Term of this Lease.

**ARTICLE XV
WASTE, GOVERNMENTAL REGULATIONS**

15.01. Waste or Nuisance

Tenant shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant of the Leased Premises or which may disturb the quiet enjoyment of any person within five hundred feet of the boundaries of the Leased Premises.

15.02. Governmental Regulations

Tenant shall, at Tenant's sole cost and expense, comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force, or which may hereafter be in force, pertaining to the said Premises, and shall faithfully observe in the use of the Premises all municipal and county ordinances and state and federal statutes and all applicable rules and regulations now in force or which may hereafter be in force.

**ARTICLE XVI
ASSIGNMENT AND SUBLETTING****16.01. Consent Required**

Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Leased Premises, nor sell or transfer any business franchise connected to the Lease, nor in any manner encumber this Lease or its leasehold interest without the prior written consent of Landlord in each instance, which consent shall not be unreasonably withheld. The consent by Landlord to any such act shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting.

This prohibition against assigning or subletting shall be construed to include a prohibition against any assignment or subletting by operation of law.

If this Lease be assigned, or if the Leased Premises or any part thereof be underlet or occupied by anybody other than Tenant, Landlord may collect rent from the assignee, undertenant or occupant, and apply the net amount collected to the rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, undertenant or occupant as tenant, or a release of Tenant from the further performance by Tenant of covenants on the part of Tenant herein contained. Notwithstanding any assignment or sublease, Tenant shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

Tenant shall not by sale, assignment, hypothecation, inheritance, gift, exchange or operation of law permit its control or ownership to be transferred without Landlord's prior written consent, which consent shall not be unreasonably withheld.

**ARTICLE XVII
MISCELLANEOUS****17.01. Waiver**

The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed to be a continuing waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver be in writing and signed by Landlord.

17.02. Accord and Satisfaction

No payment by Tenant or receipt by Landlord of any amount less than the full amount due under this Lease whether of rent, additional rent or otherwise, shall be deemed to be other than on account of Tenant's obligation to pay such full amount, nor shall any endorsement or statement on any check or any letter accompanying any check or payment by Tenant be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

17.03 Entire Agreement

The Renewal Agreement, this Lease and the Exhibits, and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than are therein or herein set forth. Except as therein or herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them.

17.04. Mechanics' Liens

All persons are hereby placed on notice that the interest of Landlord in the Demised Premises shall not be subject to liens for improvements made by or for Tenant, and that Tenant has no right, power or authority to subject the Demised Premises or any part thereof, or Landlord's interest therein, to any mechanics', laborers', materialmen's or similar liens provided for in present or future law. Tenant shall not do or suffer anything to be done whereby the Premises or any part thereof may be encumbered by any mechanics', laborers', materialmen's or similar lien and shall, whenever and as often as any lien is filed against the Premises or any part thereof purporting to be for labor, material or other services furnished or to be furnished to Tenant, discharge the same of record within thirty (30) days after the date of filing. Tenant shall indemnify Landlord against and hold Landlord harmless from all costs, claims, damages or actions resulting from the filing, enforcement or existence of any such liens.

17.05. Sale by Landlord

In the event that Landlord sells or transfers title to the Premises during the Term hereof, this Lease shall remain in full force and effect, and Tenant shall attorn to the purchaser or transferee and shall recognize the same as the Landlord for all purposes under this Lease.

17.06. No Partnership

Landlord does not, in any way or for any purpose, become a partner of Tenant in the conduct of its business, or otherwise, or joint adventurer or a member of a joint enterprise with Tenant.

17.07. Notice

Landlord may, from time to time, designate by notice to Tenant, some one person, firm or corporation which Landlord desires to receive notices, rent, insurance policies, or

certificates and other matters and things which Tenant is required or permitted to deliver to or serve upon Landlord.

Any notice required or permitted under this Lease shall be in writing and shall be deemed given and served if and when mailed by registered or certified mail to:

Tenant at: President
PVS Technologies, Inc.
10900 Harper Avenue
Detroit, MI 48213

with a copy to:

Jonathan S. Taub, Esq.
Cross Wrock, P.C.
400 Renaissance
Suite 1900
Detroit, MI 48243

and

Landlord at: U. S. STEEL GROUP,
A UNIT OF USX Corporation
Manager, Environmental Purchasing
600 Grant Street - Room 2287
Pittsburgh, PA 15219-2749

with a copy to:

General Attorney - Real Estate
U. S. STEEL GROUP,
A UNIT OF USX CORPORATION
Room 1538 - 600 Grant Street
Pittsburgh, PA 15219-4776

Either party may, by fifteen (15) days' notice at any time, and from time to time, designate a different address and person to whom notices shall be sent.

17.08. Tenant Defined, Use of Pronoun

The word "Tenant" shall be deemed and taken to mean each and every person or party mentioned as a Tenant, herein be the same one or more; and if there shall be more than one Tenant, any notice required or permitted by the terms of this Lease may be given by or to any one thereof and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper reference even though Landlord or Tenant may be an individual, a partnership, a corporation, or a group of two or more individuals or corporations. The necessary grammatical changes required to make the provisions of the Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. "Tenant" for purposes of this Lease shall include its officers, employees, contractors, agents, and any other person authorized by Tenant to perform any function under this Lease.

17.09 Consent

Whenever the consent or approval or notice by or of Landlord or Tenant is required or given hereunder it shall be written and properly signed and dated.

17.10 Net Lease

The parties intend this to be a "net lease" whereby all costs and expenses of performance are for Tenant's account unless specifically provided otherwise.

17.11 Captions

The captions, paragraph numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such paragraphs or articles or this Lease nor in any way affect this Lease.

17.12. Partial Invalidity

If any term, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

17.13 No Option

The submission of this Lease for examination does not constitute an offer to lease the Premises or a reservation of or option for the Leased Premises, and this Lease becomes effective as a lease only upon execution and delivery thereof by both parties hereto.

17.14 Recording

Tenant shall not record this Lease; upon the request of either party hereto the other party shall join in the execution of a memorandum or so-called "short form" of this Lease for the purposes of recordation. Said memorandum or short form of this Lease shall describe the parties, the Leased Premises and the Term of this Lease and such other matters as may be required or permitted by local law. Any recording expenses shall be paid by the party requesting the recording.

17.15 Interpretation

This Lease shall be governed by the Laws of the Commonwealth of Pennsylvania and all terms and covenants shall be interpreted in accordance therewith.

17.16 Effect

This Lease shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of Landlord and Tenant.

IN WITNESS WHEREOF, Landlord and Tenant, intending to be legally bound, have

signed and sealed this Lease as of the days and years written below.

DATE February 5, 1996

LANDLORD:

U. S. STEEL GROUP,
A UNIT OF USX CORPORATION

By Henry S. Lung
Its Manager Tech & Prod Dev - E.A.

DATE February 5, 1996

TENANT:

PVS TECHNOLOGIES, INC.

By Michael G. McGuirk
Its President