

Victor Szurgot  
255 Glendale Blvd.  
Napoo 46383  
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**MEMORANDUM OF LEASE AGREEMENT**

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This is a memorandum of that certain unrecorded Real Estate Lease dated SEPT. 6, 1996, 1996, between LAKE COUNTY TRUST COMPANY, as Trustee under a Trust Agreement dated December 26, 1995, and known as Trust No. 3568 as "Landlord", and LOUIS M. CASALE, as "Tenant", concerning the following described real estate ("Premises") located in Lake County, Indiana, to wit:

Office Suite commonly known as Suite E, consisting of 880 square feet, on the second floor, southwest corner of 8300 Mississippi Street, Merrillville, Indiana.

For good and valuable consideration, Landlord leases the Premises above described to Tenant and Tenant rents the same from Landlord for a term of five (5) years commencing on October 1, 1996 and ending on September 30, 2001; provided that either party to this Lease shall have the right to terminate this Lease upon 180 days written notice to the other party. All of the foregoing is in accordance with and under the provisions contained in the above mentioned, unrecorded Lease, which unrecorded Lease is incorporated in this Memorandum by reference.

This Memorandum is not a complete summary of the Lease. Provisions in the Memorandum should not be used in interpreting the Lease provisions. In the event of conflict between the Memorandum and the unrecorded Lease, the provisions of the unrecorded Lease shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease Agreement on this SIXTH day of SEPT., 1996.

LANDLORD:

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated December 26, 1985 and known as Trust Number 3568.

ATTEST:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: SEE SIGNATURE PAGE ATTACHED  
Title: \_\_\_\_\_

TENANT:

[Signature]  
LOUIS M. CASALE

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STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD



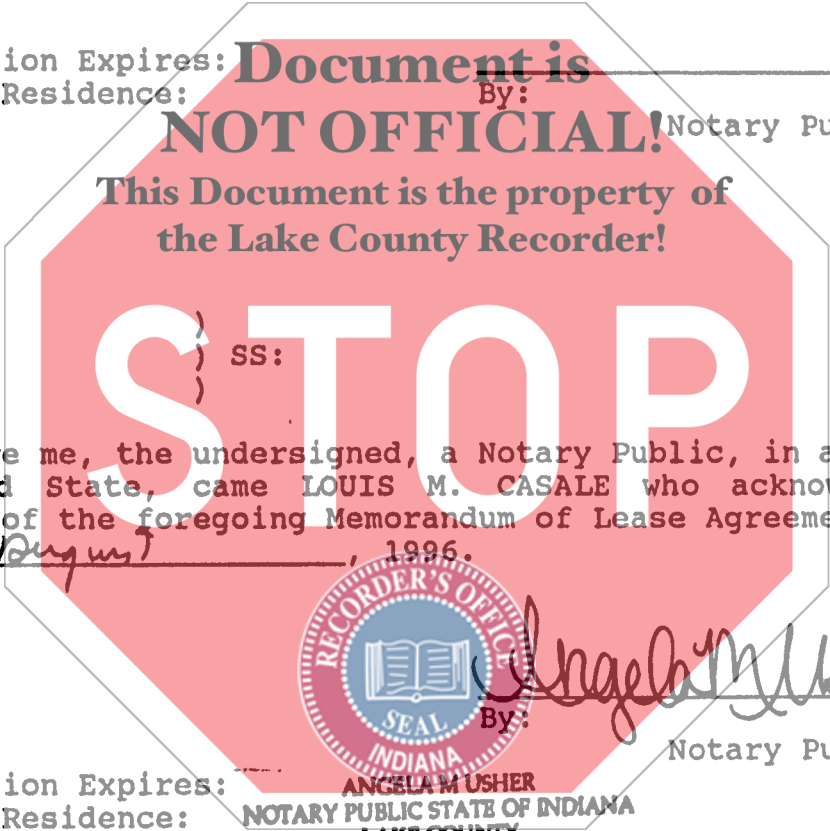
1300  
2/25/96

STATE OF INDIANA )  
 ) SS:  
COUNTY OF LAKE )

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared the within named Officers of Lake County Trust Company, who acknowledge the execution of the foregoing Memorandum of Lease Agreement as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such Corporation, as Trustee

Witness my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_



By: \_\_\_\_\_  
Notary Public

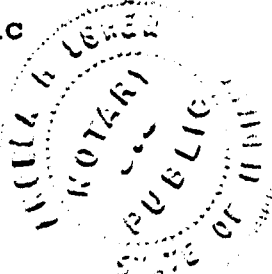
STATE OF )  
 ) SS:  
COUNTY OF )

Before me, the undersigned, a Notary Public, in and for said County and State, came LOUIS M. CASALE who acknowledged the execution of the foregoing Memorandum of Lease Agreement this 6 day of August, 1996.



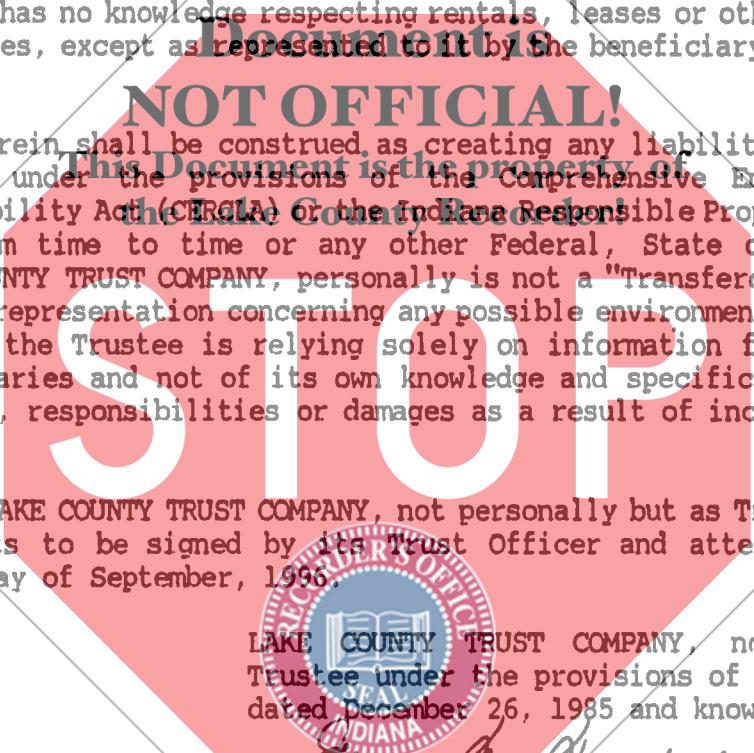
By: Angela M. Usher  
Notary Public

My Commission Expires: \_\_\_\_\_  
County of Residence: \_\_\_\_\_  
ANGELA M USHER  
NOTARY PUBLIC STATE OF INDIANA  
LAKE COUNTY  
MY COMMISSION EXP. SEPT 16, 1997



PREPARED BY: James E. McHie, Attorney at Law, 53 Muenich Court, Hammond, Indiana 46320

It is expressly understood and agreed that this Lease is executed by LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid, in the exercise of the power and authority conferred upon and invested in it as such Trustee. It is further expressly understood and agreed that LAKE COUNTY TRUST COMPANY, as Trustee as aforesaid, has no right or power whatsoever to manage, control or operate said real estate in any way or to any extent and is not entitled at any time to collect or receive for any purpose, directly or indirectly, the rents, issues, profits or proceeds of said real estate or any lease or sale or any mortgage or any disposition thereof. Nothing in this lease contained shall be construed as creating any personal liability or personal responsibility of the Trustee or any of the beneficiaries of the Trust, and, in particular, without limiting the generality of the foregoing, there shall be no personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either expressly or impliedly herein contained, or to keep, preserve or sequester any property of said Trust or for said Trustee to continue as said Trustee; and that so far as the parties herein are concerned the owner of any indebtedness or liability accruing hereunder shall look solely to the trust estate from time to time subject to the provisions of said Trust Agreement for payment thereof. It is further understood and agreed that the said Trustee has no agents or employees and merely holds naked title to the premises herein described and has no control over the management thereof or the income therefrom and has no knowledge respecting rentals, leases or other factual matter with respect to the premises, except as represented to it by the beneficiary/beneficiaries of said Trust.



Nothing contained herein shall be construed as creating any liability on LAKE COUNTY TRUST COMPANY, personally under the provisions of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) or the Indiana Responsible Property Transfer Law (the Act) as amended from time to time or any other Federal, State or local law, rule or regulation. LAKE COUNTY TRUST COMPANY, personally is not a "Transferor or Transferee" under the Act and makes no representation concerning any possible environmental defects. In making any warranty herein the Trustee is relying solely on information furnished to it by the beneficiary/beneficiaries and not of its own knowledge and specifically exculpates itself from any liabilities, responsibilities or damages as a result of including any warranty in this instrument.

IN WITNESS WHEREOF, LAKE COUNTY TRUST COMPANY, not personally but as Trustee as aforesaid has caused these presents to be signed by its Trust Officer and attested by its Assistant Secretary this 6th day of September, 1996.

LAKE COUNTY TRUST COMPANY, not personally but as Trustee under the provisions of a Trust Agreement dated December 26, 1985 and known as Trust No. 3568.  
BY: Elaine M. Worstell  
Elaine M. Worstell, Trust Officer

ATTEST:  
BY: Sandra L. Stiglitz  
Sandra L. Stiglitz, Assistant Secretary

STATE OF INDIANA        )  
  )SS:  
COUNTY OF LAKE        )

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Officers of Lake County Trust Company, who acknowledge the execution of the foregoing instrument as the free and voluntary act of said corporation, and as their free and voluntary act, acting for such Corporation, as Trustee.

Witness my hand and seal this 6th day of September, 1996.

Leah Susanne Anderson  
Leah Susanne Anderson-Notary Public

My Commission Expires:  
April 7, 1999

Resident: Lake County, Indiana.