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LEASE

THIS LEASE made this 1st day of August, 1975, by and between the following parties, to-wit:

GLENN L. MILLER and ISABEL M. GRUBE, hereinafter sometimes referred to as "Lessor," and

GARY NATIONAL BANK, Trustee under Trust Agreement dated July 10, 1975, and known as Trust No. P5597, hereinafter sometimes referred to as "Lessee."

WITNESSETH:

FOR AND IN CONSIDERATION of the full and faithful compliance by the parties hereto with each and all of the covenants and conditions herein contained to be complied with them, Lessor does hereby lease, let and demise unto Lessee the real estate described in Schedule A attached to this lease, which real estate is hereinafter referred to as the "demised premises".

The real estate described in Schedule A is leased and demised by Lessor to Lessee subject to the covenants, easements and conditions contained in prior deeds and instruments of record and the provisions of applicable building codes and zoning ordinances.

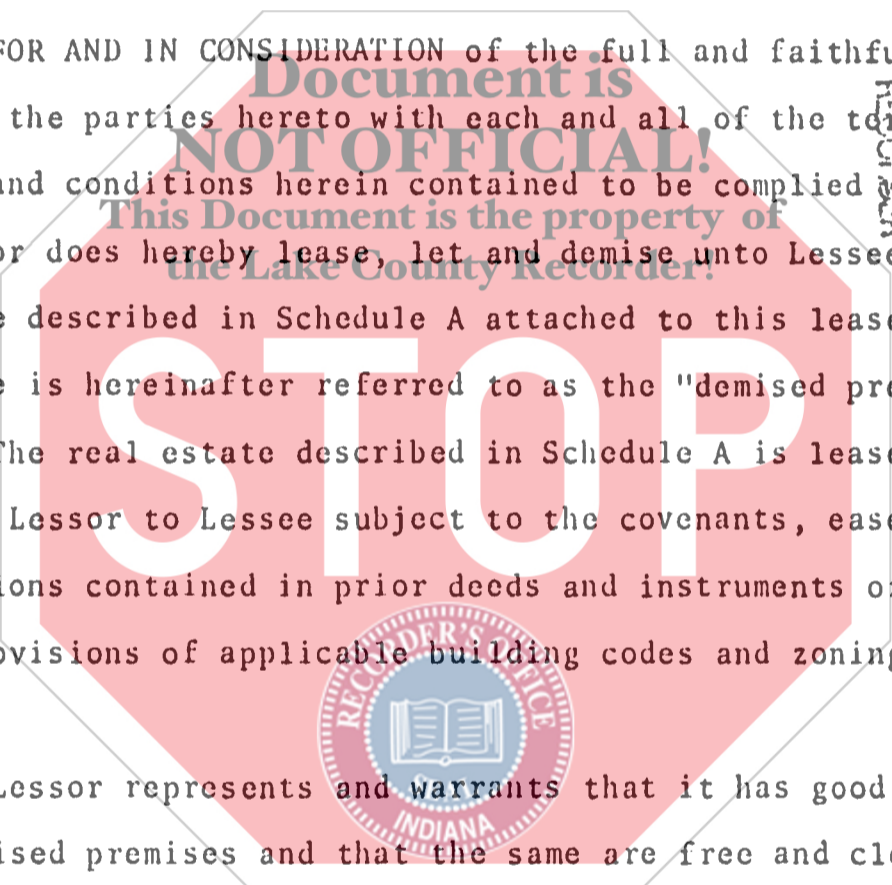
Lessor represents and warrants that it has good title to the demised premises and that the same are free and clear of all liens and encumbrances, except the lien of current taxes not delinquent, and if there be any other lien or encumbrance against the demised premises at the date of execution of this lease, said Lessor agrees to remove, discharge and cancel the same at its expense.

ARTICLE 1- TERM

1.1 The term of this lease shall be for a period of twenty-five (25) years commencing on August 1, 1975, and ending

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LAKE COUNTY
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OF LAKE COUNTY

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George Vlahos
→ 8549 Heather Ct. St John 46373

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on July 31, 2000, unless sooner terminated as hereinafter provided.

ARTICLE II - USE AND OCCUPANCY

2.1 Lessee covenants that the demised premises shall during the term of this lease be used for any lawful purpose.

2.2 Lessee agrees not to use or suffer or permit any person to use in any manner whatsoever the demised premises for any purpose calculated to injure the reputation of the premises nor for any purpose or use in violation of any federal, state, county or municipal law or ordinance.

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ARTICLE III - RENTAL

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3.1 For and in consideration of the leasing of the demised premises, Lessee expressly agrees to pay to Lessor, in addition to other charges hereinafter provided, as rental for said demised premises, the sum of One Hundred Sixty-Six Thousand Nine Hundred and 08/100 Dollars (\$166,900.08) payable in advance monthly installments as follows:

(1) Three Hundred Forty-One and 67/100 Dollars (\$341.67) on the 1st day of August, 1975, and a like amount on the 1st day of each and every month thereafter, up to and including the 1st day of July, 1977; and

(2) Five Hundred Seventy-Five Dollars (\$575.00) on the 1st day of August, 1977, and a like sum on the 1st day of each and every month thereafter, up to and including the 1st day of July, 2000.

3.2 Rental payments shall be made to Lessor at The Farmers & Merchants State Bank, Logansport, Indiana, or at such other place as Lessor may from time to time designate in writing.

3.3 Lessee shall promptly pay the rent herein reserved and will promptly pay all such other sums as may become due and payable as additional rent hereunder, and all sums, if any, which

may become payable on account of Lessee's default in the observance of any of the covenants herein contained on Lessee's part to be kept and performed at the time and in the manner specified for the payment thereof.

3.4 Any installment of rent accruing under the provisions of this lease and any other sum that might become due from Lessee unto Lessor as additional rental hereunder which shall not be paid within ten (10) days from the due date thereof, shall bear interest at the rate of ten per cent (10%) per annum until paid, without relief from valuation and appraisal laws and with attorney fees.

4.1 If Lessee is not then in default in the performance of any of the terms, covenants and conditions in this Lease to be complied with by it, this Lease shall automatically extend for an additional term of fifteen (15) years from August 1, 2000, to July 31, 2015, unless prior to February 1, 2000, Lessee notifies Lessor in writing that Lessee elects not to extend this Lease. In the event of such automatic extension, this Lease shall continue in full force and effect upon the same terms and conditions as are contained in this Lease, except that the monthly rental during the extended term shall be computed as hereinafter provided in Article V.

4.2 Notwithstanding the provisions of the preceding paragraph of this Article, Lessee may, at any time after August 1, 1985, affirmatively elect, by notice in writing to Lessor, to extend the term of this Lease for one (1) additional term of fifteen (15) years from August 1, 2000, to July 31, 2015, upon the same terms and conditions as are contained in this Lease, except that the monthly rental during the extended term shall be as provided in Article V.

ARTICLE V - RENTAL DURING EXTENDED TERM

5.1 Should this Lease be extended in accordance with Article 4.1 (automatic extension) of this Lease, the base rent which Lessee shall pay during such extended term shall be Five Hundred Seventy-Five Dollars (\$575.00) per month, plus any increase, as determined in accordance with the provisions of Paragraph 5.2 of this Article V.

5.2 As promptly as practicable after the end of the initial twenty-five (25) year term of this Lease, Lessor shall compute the increase, if any, in the cost of living for the preceding twenty-five (25) year period based upon the "Revised Consumer's Price Index - Cities (1957-1959 = 100)" (hereinafter called the "Index") published by the Bureau of Labor Statistics of the United States Department of Labor.

The Index number indicated in the column for the City of Chicago, entitled "All Items," for the month of August, 1975, shall be the "base Index number" and the corresponding Index number for the month of August, 2000, shall be the "current Index number."

The current Index number shall be divided by the base Index number. From the quotient thereof, there shall be subtracted the integer 1, and any resulting positive number shall be deemed to be the percentage of increase in the cost of living.

5.3 The percentage of increase multiplied by Five Hundred Seventy-Five Dollars (\$575.00) shall be the increase required to be determined by Paragraph 5.1 of this Article V.

The Lessor shall, within a reasonable time after obtaining the appropriate data necessary for computing such increase, give the Lessee notice of any increase so determined, and the Lessor's computation thereof shall be conclusive and binding, but shall not preclude any adjustment which may be required in the event of a published amendment of the Index figures upon which the computation was based, unless the Lessee shall, within ninety (90) days after

the giving of such notice, notify the Lessor of any claimed error therein. Any dispute between the parties as to any such computation shall be determined by arbitration.

5.4 The fixed rent, as so determined (i.e., the aggregate of Five Hundred Seventy-Five Dollars (\$575.00) and the "increase" calculated in accordance with Paragraph 5.2 of this Article V) shall be due and payable to the Lessor monthly, commencing with the first month of the extended term of this Lease (any retroactive payments then due being payable within ten (10) days after the giving of such notice), and in the event of any subsequent redetermination of such amount, the adjustment thus indicated shall be made promptly between the Lessor and the Lessee.

5.5 If the publication of the Consumer's Price Index shall be discontinued, the parties hereto shall thereafter accept comparable statistics on the cost of living for the City of Chicago as they shall be determined and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by the parties hereto, or, if the parties cannot agree upon a selection, by arbitration.

5.6 In the event that the Lessee should affirmatively elect to extend this Lease for a fifteen (15) year term pursuant to the provisions of Article 4.2, the rental from the time the election is made shall be computed as provided in Article 5.2, except that the current Index number to be used in computing the rent shall be for the month in which Lessee affirmatively elects to extend, rather than for the month of August, 2000.

ARTICLE VI - TAXES

6.1 As additional rental under this lease, Lessee will during the term of this lease pay all taxes and assessments, or charges in lieu of property taxes, as shall during the term hereby demised be levied, assessed or imposed upon or become due and payable, or become a lien upon the said demised premises or any part

thereof by virtue of any present or future law or ordinance of the United States, State of Indiana, Lake County, Town of Merrillville, or of any other governmental authority. All of the said taxes, assessments and charges shall be paid by Lessee when the same shall become due and payable, but nothing herein contained shall require Lessee to pay any inheritance, net income, payroll or estate tax that is or may be imposed upon Lessor.

6.2 Lessor agrees to prorate the property taxes and assessments for 1975 payable in 1976, and to pay that portion of such taxes as is applicable to the period from January 1, 1975, to the commencement date of this lease. Taxes and assessments to be paid by Lessee shall be apportioned for the year in which the term of this lease ends, including any renewals or extensions thereof.

6.3 In case of assessments for local improvements which are assessed or imposed during the term hereof and which may be payable in installments, Lessee shall be obligated to pay such installments as fall due during the term hereof. If application by Lessor is necessary to permit payment in installments and such application not be made by Lessor after Lessee in writing shall have requested Lessor to make such application, then Lessor shall pay such assessment and Lessee shall in that event be obligated only to pay to Lessor at the time each installment of said assessment would become due during the term hereof if said assessment were so divided and made payable in installments, a sum equal to such installment.

6.4 Lessee shall have the right to contest or review by legal proceedings or in such manner as Lessee, in its opinion, shall deem advisable at its own expense and free of expense to Lessor any and all taxes and/or assessments levied or imposed upon the demised premises or the improvements thereon, and Lessor agrees to cooperate fully in any such action by Lessee. Lessee, upon

request of Lessor, will promptly exhibit to Lessor or to its authorized representative all receipts for real estate taxes and assessments, which receipts after inspection by Lessor shall be returned to Lessee.

ARTICLE VII - OWNERSHIP OF IMPROVEMENTS

7.1 Lessee shall, during the term of this Lease, own all improvements placed on the demised premises, provided that in the event this Lease is terminated by reason of default of Lessee, then said improvements shall, upon such termination, become the property of Lessor.

7.2 Upon the termination of this Lease by lapse of time or otherwise, Lessee shall have no right to remove any of the buildings or other improvements upon the demised premises, but all such buildings and improvements shall be, and become, exclusively the property of Lessor.

ARTICLE VIII - NEW BUILDING

8.1 Within one (1) year from the date hereof, Lessee shall, at its sole cost and expense, construct and substantially complete on the demised premises a new building of approximately thirty-six thousand (36,000') square feet, which shall be suitable for the use or uses permitted under the terms of this Lease, at an estimated cost of approximately Six Hundred Fifty Thousand Dollars (\$650,000.00). The building shall be constructed with good material, erected in a good workmanlike manner and shall be ready for occupancy on or before August 1, 1976.

8.2 Lessee shall submit to Lessor full and detailed plans and specifications and a plat showing the location of said building on the demised premises for approval by the Lessor and shall also submit the contract for the erection thereof by a contractor who shall be reliable and approved by the Lessor. Lessor agrees

that it will not unreasonably withhold approval. Said building shall be constructed in accordance with all laws, ordinances and applicable governmental regulations and Lessee agrees to hold Lessor harmless from any damages to the owners of adjoining land by reason of the erection of said building on the demised premises.

8.3 Lessee may construct and erect additional buildings and improvements and alterations to original structures on the demised premises; provided, however, that plans, specifications and contracts in relation to all added structures after the completion of the original improvements shall be submitted to and approved by the Lessor, which approval shall not be unreasonably withheld.

9.1 Lessee agrees to procure plans and specifications for the building to be erected by Lessee on the demised premises and apply to the proper municipal and state authorities for a permit to erect and construct said building and will diligently prosecute a good faith effort to obtain the same. Lessor agrees to cooperate with Lessee in obtaining such permit. Should, however, Lessee be unable to obtain such a permit on or before October 1, 1975, then this Lease, on such date, shall automatically terminate without notice and Lessee shall deliver immediate possession of the demised premises to Lessor free and clear of any liens or encumbrances suffered or created by Lessee and (except as hereinafter provided for) in the same condition as they are on the date of execution of this Lease.

9.2 Upon the execution of this Lease, Lessee may proceed, at its cost, to commence site preparation of the demised premises, including such of the following as Lessee may deem necessary: Construction of driveways, grading, excavating, filling and draining. In the event of the termination of this Lease because of the inability of Lessee to obtain a building permit as provided in this Paragraph,

the demised premises may be returned to Lessor by Lessee, provided that Lessee will pay for any and all preliminary work which has been done by Lessee, and should any material have been removed from the demised premises, then such material shall be replaced by material of similar or better quantity and quality.

ARTICLE X - MORTGAGE BY LESSEE

10.1 Lessee may at any time, and from time to time, mortgage or convey by deed in trust in the nature of a mortgage, the demised premises, together with any building or improvement then erected thereon. The original mortgage, but not succeeding mortgages, shall be for an amount not in excess of one hundred per cent (100%) of the cost of the original construction of the building, which cost may include costs of excavation, land fill, site preparation, construction of roadways, paving of parking areas, architect's fees, attorney's fees, brokerage and lender and financing fees. Lessor agrees that it will pledge its fee interest in the premises described herein as additional security for such mortgage financing.

10.2 Lessee agrees that it will promptly pay and discharge all payments of interest and principal as may be due under such mortgage and will perform all of the other terms and agreements contained therein and will save the Lessor harmless as against all defaults.

10.3 In pledging the fee simple title, Lessor shall not be obligated to incur any personal obligation in relation to said indebtedness. Any documents which Lessor may be required to sign in connection with such financing shall contain an express provision limiting Lessor's liability to the value of the land, and expressly stating that Lessor shall have no personal liability by reason of any such notes, mortgages or other financing.

10.4 As a condition to Lessor's subordination of its fee interest in the demised premises to a mortgage or mortgages thereon, Lessee agrees that any such mortgage or mortgages shall

provide for full amortization in equal monthly payments during a period not longer than the remaining term of this Lease (including the extended term as provided in Article 4.2). Lessee shall not refinance any mortgage during the final five (5) years of this Lease (including the extended term) without the prior consent of Lessor.

ARTICLE XI - INSURANCE

11.1 Lessee shall at all times during the term hereof, at its own expense, insure and keep insured in responsible insurance companies authorized to do business in the State of Indiana the building on the demised premises against loss or damage by fire and the risks covered within the extended coverage and additional perils endorsements in an amount not less than eighty per cent (80%) of the full insurable value of the building.

11.2 Lessee shall provide and maintain during the term of this lease for the benefit of the Lessor and the Lessee a public liability and property damage insurance policy in the usual form for the protection of itself and the Lessor against injury caused to person by reason of its occupancy of the demised premises, with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) and One Million Dollars (\$1,000,000.00) for personal injury and One Hundred Thousand Dollars (\$100,000.00) for property damage.

11.3 Lessee agrees to pay the premiums on such insurance policies as they become due as additional rental under this lease and to deliver to and deposit with Lessor a copy of all such policies of insurance. All policies of fire and other insurance shall be for the benefit of and with the loss payable to the Lessor, the Lessee and any owner of any mortgage on the demised premises as their interests may appear, and Lessee will obtain and furnish to Lessor an agreement from each of the insurance companies to notify the Lessor in the event of non-payment of premiums or of cancellation of said policies.

ARTICLE XII - DESTRUCTION OF PREMISES

12.1 If any of the improvements at any time on the demised premises shall be damaged or destroyed by any cause whatever during the term of this lease, the Lessee shall with reasonable promptness repair and replace the same at its own expense, so that the improvement upon the demised premises after such repair and replacement shall at least equal in value the improvements situated thereon prior to such damage or destruction and shall do so even though the proceeds of any insurance policies shall be insufficient to reimburse the Lessee therefor; provided, however, that if such proceeds are more than sufficient to pay the costs of such rebuilding, the surplus shall be divided between Lessor and Lessee as follows:

If such surplus is recovered during the first year of this Lease, Lessee shall be entitled to one hundred per cent (100%) thereof. Lessee's share shall decrease and Lessor's share shall increase by four per cent (4%) per year thereafter until the end of the twenty-fifth (25th) year, after which, Lessor shall be entitled to one hundred per cent (100%) of any such surplus.

12.2 Notwithstanding that the demised premises or any part thereof shall be made untenable as the result of such fire, damage or destruction, there shall be no abatement of rental during the period in which such property is untenable.

12.3 In the event of damage to or destruction of any improvements upon the demised premises during the term hereof, the Lessor agrees to pay to the Lessee such amounts, if any, as the Lessor shall receive as proceeds of any insurance policies so paid for by the Lessee, and the Lessor shall pay to the Lessee an amount equivalent to all insurance monies, if any, paid as proceeds of any insurance policies so paid for by the Lessee. Any such funds paid over by Lessor to Lessee shall be held by Lessee as a trust fund to be used in the repair or replacement of said improvements.

12.4 All losses shall be adjusted with the insurance company by the Lessee, subject to Lessor's approval, which approval shall not be unreasonably withheld.

12.5 If the work of repairing, replacing or rebuilding the said damaged or destroyed building or improvements shall not be commenced within ninety (90) days from the date of the loss and shall not thereafter be prosecuted with reasonable diligence, the Lessor shall have the right to terminate this lease by giving to the Lessee not less than thirty (30) days written notice of such intention; it being agreed that upon the expiration of the time fixed in such notice, if said work shall not have been commenced or if such work shall not have been prosecuted with reasonable diligence, this lease shall at the option of the Lessor, terminate.

12.6 Notwithstanding the foregoing provisions of this Article, in the event of the total destruction of the building or buildings on the demised premises, or of partial destruction or damage to such an extent that the same cannot be repaired within one hundred eighty (180) days from the date of such occurrence, Lessee shall have the option of paying the entire balance of any mortgage remaining on the demised premises, less any insurance proceeds which the Lessor may have received as a result of such total or partial destruction, plus an amount equal to two (2) year's rent, and of thereupon terminating this Lease, and in such event, Lessee may retain any insurance proceeds not required for the payments provided in this Article 12.6. Any such election shall be made in writing by Lessee and delivered to Lessor within ninety (90) days after the date of such total or partial destruction, and the monthly rental installments and the property taxes payable under this lease shall be apportioned to the date of termination. The determination as to whether such damage can be repaired within one hundred eighty (180) days after the date of the occurrence

shall be made by two (2) registered architects, one each appointed by the parties to this lease, and in the event of the failure of the architects to agree, then upon the determination of a third registered architect selected by the two. In the event of termination under this Article 12.6, Lessee shall remove, at its expense, all or part of the improvements above grade level as may be requested by Lessor, provided that Lessor shall make such request within thirty (30) days after termination.

ARTICLE XIII - WAIVER OF SUBROGATION RIGHTS

13.1 Notwithstanding any other provisions of this lease, Lessee shall not be liable for any damage to the demised premises caused by fire or other casualty, notwithstanding that such damage may have been caused by the negligence of the Lessee, its agents, employees, subcontractors or invitees; and Lessor does hereby waive and expressly release Lessee of and from all liability and waives all rights of subrogation for such damage, whether or not such damage may have been caused by or resulted from the negligence of the Lessee, its agents, employees, subcontractors or invitees.

13.2 Lessor shall not be liable for any damage to the property of the Lessee caused by fire or other casualty, notwithstanding that such damage may have been caused by the negligence of the Lessor, its agents, employees, subcontractors or invitees; and Lessee does hereby waive and expressly release Lessor of and from all liability and waives all rights of subrogation for such damage, whether or not such damage may have been caused by or resulted from the negligence of the Lessor, its agents, employees, subcontractors or invitees.

ARTICLE XIV - CONDEMNATION

14.1 In the event that the whole of the demised premises shall at any time during the term of this Lease and any renewal

or extension thereof be taken by any corporation or authority having the power of eminent domain or be conveyed by the parties hereto to avoid proceedings in condemnation, the entire damages which may be awarded and/or paid for such taking shall be apportioned between Lessor and Lessee in such proportions as may be agreed upon by them. If said parties cannot agree upon such apportionment within ninety (90) days after such award is made for the amount of damages to be paid is definitely ascertained, then each of the parties shall appoint a qualified and disinterested appraiser not related to either of the parties by consanguinity or affinity, and who shall have knowledge and experience related to the value of business real estate in Ross Township, Indiana, and notice of such selection by each party shall be given to the other on or before ten (10) days after their failure to agree within the ninety (90) day period, and the two so selected shall, on or before ten (10) days after their appointment, appoint a third appraiser of like qualifications and non-interest, who shall act as chairman. Such appraisers shall then immediately proceed to appraise the then market value of said award and the proper division thereof and report the same in writing to the parties hereto within thirty (30) days after the appointment of the third appraiser. Such report, whether unanimous or by majority, shall be final and binding upon the parties hereto as to the proper division of said award.

14.2 In case only a part of the demised premises shall be so taken or conveyed, the rights, duties and obligations of the Lessor and Lessee shall be determined by agreement between them. If they cannot agree, then the rights shall be settled by three (3) appraisers to whom such determination shall be referred and who shall have full power and authority to make any determination that they shall deem just and reasonable, taking into consideration the quantity and value of the land taken, the extent of the injury to be caused to the buildings, the cost of the restoring of the

buildings and the value of the buildings, if restored, the period of the unexpired term of the Lease and all other facts and circumstances which the appraisers shall deem material, including all power and authority, among other things, as to any one or more of the following matters: That the whole or any part of none of the damages which may be awarded and/or paid for such taking shall be applied to the restoration of the buildings which may be upon the premises at the time of the taking; that such damages shall be apportioned between Lessor and Lessee or to be paid to either of them; that the whole or any part of the rent shall be abated from the time of taking thenceforth or for any less time; that the Lease shall be otherwise modified or that the Lease shall terminate and direct specific performance of any one or more of the same or other matters which they shall determine to the end that all rights, duties and obligations of the parties shall be justly, equitably, fairly and finally determined upon all the facts and circumstances as they then exist. The appraisers shall be appointed in the same manner as in Article 14.1.

14.3 For the purpose of reaching a decision, such appraisers may hear such evidence as they deem to be necessary and proper. The costs of the reference to the appraisers shall be paid by the parties in the proportions as determined by said appraisers. The decision of any two of the appraisers shall be binding.

14.4 Out of any amount awarded to Lessee, there shall first be paid to the Lessor any and all money and amounts then due and owing by Lessee to Lessor under the terms and provisions of this Lease and in the event there is a mortgage existing on the demised premises, then out of the balance of the amount awarded to Lessee, there shall first be paid to such mortgagee all principal and interest then past due, and the remainder of said award in favor of Lessee, if any, shall be paid to Lessee.

ARTICLE XV - REPAIRS

15.1 Lessee has inspected the demised premises and finds them to be in a satisfactory condition and acknowledges that Lessor has made no representation to Lessee as to the condition or fitness for use of the demised premises, except as provided in Article XVI.

15.2 Lessee agrees that during the term of this lease it will keep said demised premises and every part thereof and all buildings at any time situated thereon in a clean and wholesome condition and good state of repair, and that it will in all respects and at all times fully comply with all lawful health and police regulations, and also that it will keep the improvements at any time situated upon the demised premises and all sidewalks and areas adjacent thereto, as well as in the area thereof, safe, secure and free from the violation of any lawful and valid requirements of any municipality or political subdivision in which said premises may be situated and of all other public authority.

15.3 Lessee agrees to make at its own expense all additions, improvements, alterations, and repairs on the demised premises and on and to the appurtenances and equipment thereof required by any lawful authority or which may be made necessary by the act or neglect of any other person or corporation, including shoring up and protecting any building or strengthening the foundations of any building at any time situated on said premises.

ARTICLE XVI - WATER MAINS AND STORM DRAINAGE

16.1 Lessor agrees to furnish and install, at Lessor's expense, prior to August 31, 1975, a ten inch (10") water main along the entire length of that part of 84th Place lying within the Standard Industrial Park Subdivision and to cause such main to be connected to existing Gary-Hobart Water Corporation mains so that such water shall be available to the demised premises.

16.2 Lessor warrants that no part of the demised premises need be set aside or devoted to storm drainage use and specifically, that no part of the demised premises need be devoted to a retention pond, swail, ditch, drainage tile or line and Lessor further warrants that no agreements, dedications, conveyances, easements, declarations, nor any other documents need be executed with respect to the demised premises by any party in order to obtain approvals of governmental authorities having supervision of the storm drainage requirements for the demised premises.

ARTICLE XVII - REMODELING

17.1 Lessee shall have the right and privilege to make from time to time such alterations, changes and improvements, at its own expense, which Lessee considers necessary or desirable to adapt the premises to the changing needs of Lessee's business. Such alterations, changes and improvements to the demised premises shall be done in conformity with applicable building laws and regulations.

17.2 In the absence of any written agreement to the contrary, such alterations, changes and improvements shall become a part of the demised premises, and, at the expiration or termination of this lease, or any renewal thereof, belong to the Lessor.

ARTICLE XVIII - ASSIGNMENT AND SUBLETTING

18.1 Lessee may at any time and from time to time assign this lease or sublet the demised premises in whole or in part without the consent of the Lessor, but no subletting or assignment of this lease shall relieve the Lessee from any of its obligations hereunder.

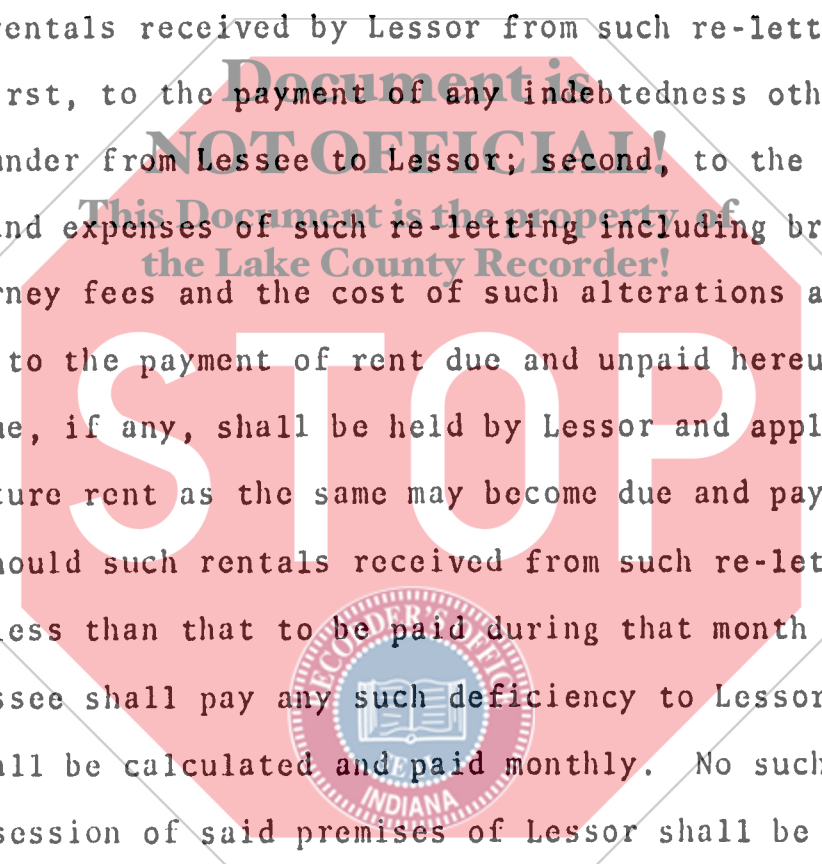
ARTICLE XIX - ATTORNEY FEES

19.1 In the event it is necessary for either Lessor or Lessee to commence legal action against the other on account of a default or violation of any of the terms or conditions of this lease, by the other, the party prevailing in any such action shall be entitled to recover, in addition to any other relief granted, attorney fees in an amount which the Court may determine to be reasonable.

ARTICLE XX - DEFAULTS BY LESSEE

20.1 Right to Re-enter. In the event of any failure of Lessee to pay any rental due hereunder within thirty (30) days after written notice of such default shall have been mailed to Lessee, or any failure to perform any other of the terms, covenants or conditions of this lease to be observed or performed by Lessee for more than thirty (30) days after written notice of such default shall have been mailed to Lessee, or if Lessee shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against Lessee in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Lessee shall abandon said premises or suffer this lease to be taken under any writ of execution, Lessor, besides other rights or remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the demised premises and such property may be removed and stored in a public warehouse or elsewhere at the cost and for the account of Lessee, all without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

20.2 Right to Re-let. Should Lessor elect to re-enter, as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time without terminating this lease make such alterations and repairs as may be necessary in order to re-let the premises and re-let said premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable. Upon each such re-letting, all rentals received by Lessor from such re-letting shall be applied, first, to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such re-letting including brokerage fees and attorney fees and the cost of such alterations and repairs; third, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. Should such rentals received from such re-letting in any month be less than that to be paid during that month by Lessee hereunder, Lessee shall pay any such deficiency to Lessor. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises of Lessor shall be construed as an election on its part to terminate this lease unless a written notice of such intention be given to Lessee, or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, Lessor may at any time thereafter elect to terminate this lease for such previous breach. Should Lessor at any time terminate this lease for any breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the demised premises, including reasonable attorney fees, and including



the worth at the time of the termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the demised premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

20.3 Cumulative Rights. It is agreed that the various rights, powers, options, elections, appointments and remedies of the Lessor contained in this lease shall be construed as cumulative and no one of them as exclusive of the other or exclusive of any other rights or priorities allowed by law.

ARTICLE XXI - LESSOR'S CURE OF LESSEE'S DEFAULT

21.1 In case of any default on the part of Lessee in the payment of any taxes or insurance premiums or in procuring required insurance, or in the payment of any amounts herein provided to be paid by the Lessee other than amounts payable as rent, Lessor may, on behalf of Lessee, make any such payment or payments or procure any such insurance, or redeem said premises from any sale that may be made of the same for taxes or for other public charges, and Lessee agrees upon demand to reimburse Lessor any amount reasonably so paid with interest at the rate of ten per cent (10%) per annum from the date of payment so made until paid by Lessee, and also to pay any expenses including attorney fees incurred by Lessor in so doing.

21.2 Should Lessee fail to keep the premises in good repair and in a clean, sightly and healthy condition, Lessor may enter the premises and replace the same to a good condition of repair, sightliness and cleanliness without such action constituting a termination of the lease or an interference with Lessee's possessions.

ARTICLE XXII - UTILITIES

22.1 Lessee will pay promptly all bills for electricity, gas and other public utility services supplied to it at the leased premises.

ARTICLE XXIII - HOLDING OVER

23.1 Should Lessee remain in possession of the demised premises with the consent of Lessor after the expiration of the extended term of this Lease (or after the expiration of the original term of this Lease, if Lessee has affirmatively elected not to extend), the same shall be construed to be a tenancy from month to month at the rent herein specified and shall otherwise be on the terms and conditions herein stated insofar as they may be applicable to a month to month tenancy.

ARTICLE XXIV - INDEMNIFICATION OF LESSOR

24.1 Lessee agrees to indemnify and save harmless the Lessor from any and all claims, suits, actions and damages for any personal injury, loss of life and/or damage to property sustained in or about the demised premises or upon the adjacent walkways and/or parking areas, and from and against all costs, expenses and liabilities incurred in connection with any claim or the defense of any action or proceeding brought thereon in any way arising out of or in connection with the occupancy by the Lessee of the demised premises.

ARTICLE XXV - FIXTURES AND EQUIPMENT

25.1 Lessee may install and operate in and upon said premises such trade fixtures, equipment, machinery and appliances as it shall deem necessary or desirable to the conduct of its business on said premises, provided all laws, rules

and regulations of governmental bodies with respect to installation and operation thereof shall be fully and completely complied with by Lessee.

25.2 On the expiration of this Lease, or on the expiration of any extension or renewal thereof, Lessee may remove all or any part of such trade fixtures, equipment, machinery and appliances installed on said premises by the Lessee, provided, however, that Lessee shall repair any damage to the demised premises which may be caused by such installation, operation or removal.

25.3 The term "trade fixtures" shall not include "building equipment," or "building fixtures" which Lessee agrees shall become the property of the Lessor without any compensation whatever at the termination of this Lease, or any extension or renewal thereof, and shall remain in the demised premises. By way of explanation, but not limitation, "building equipment or fixtures" shall include heating, plumbing, electrical and cooling equipment, awnings, water heaters and space heaters, screens, storm windows and doors, and ventilation fans.

ARTICLE XXVI - MECHANICS LIENS

26.1 If any mechanics' lien or liens shall be filed against the demised premises for work done or materials furnished to the Lessee, Lessee shall within thirty (30) days after it has actual notice of such lien, at its own expense, cause such lien or liens to be discharged by payment of such claims or by filing of bond pursuant to statute.

26.2 Should Lessee fail to pay such lien or post bond therefor, Lessor may, but it shall not be required to do so, discharge such mechanics' lien or liens by payment thereof, and the amount paid by Lessor together with Lessor's costs and expenses shall be due and payable from Lessee forthwith on demand.

ARTICLE XVII - NOTICES

27.1 All notices, demands and requests hereunder shall be in writing and given by United States registered or certified mail, or by messenger delivery, in the case of Lessor to:

Glenn L. Miller
216 Fourth Street
Logansport, Indiana

and in the case of Lessee, to:

Gary National Bank, Trustee under
Trust Agreement dated July 10,
1975, and known as Trust No. P5597
504 Broadway
Gary, Indiana 46402

27.2 Each party from time to time may change its address for purposes of notice under this article by giving to the other party notice of such change of address. Any notice, demand or request given by United States registered or certified mail, as provided herein, shall be deemed served on the date it is deposited in the United States mail properly addressed and with postage fully prepaid.

ARTICLE XVIII - MISCELLANEOUS

28.1 Whenever required by the context, the use of the words "term of this lease" or any variation thereof shall be deemed to include any extension or renewal of this lease, and the singular shall be deemed to include the plural and the masculine to include the feminine and neuter.

28.2 The captions of this lease are for convenience only and are not to be construed as part of this lease and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

28.3 If any term or provision of this lease shall to any extent be held invalid or unenforceable, the remaining terms and provisions of this lease shall not be affected thereby, but each term and provision of this lease shall be valid and be enforced to the fullest extent permitted by law.

28.4 This lease shall be construed and enforced in accordance with the laws of the state in which the demised premises are situated.

ARTICLE XXIX - SUCCESSIONS AND ASSIGNS

29.1 The terms, covenants and conditions herein contained shall be binding alike on the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

ARTICLE XXX - MEMORANDUM OF LEASE

30.1 Lessor and Lessee agree to execute at the time of execution of this lease, a Memorandum of Lease in form suitable for recording, setting forth the legal description of the demised premises, the names of the parties to this lease and the term hereof.

ARTICLE XXXI - EXCULPATORY CLAUSE

31.1 This instrument is executed by the undersigned Trustee, not personally but solely as Trustee under the terms of that certain agreement dated July 10, 1975, creating Trust No. P5597; and it is expressly understood and agreed by the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by Gary National Bank, as Trustee, solely in the exercise of the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall

at any time be asserted or enforced against Gary National Bank on account hereof or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by, through or under said parties or holder hereof.

IN WITNESS WHEREOF, the parties have executed this Lease the day and year first above written.

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LESSOR: Glenn L. Miller
GLENN L. MILLER

Isabel M. Grube
ISABEL M. GRUBE

STOP

LESSEE: GARY NATIONAL BANK, Trustee under Trust Agreement dated July 10, 1975, and known as Trust No. P5597

BY: F. V. Roman
F. V. ROMAN
Its Vice President and Trust Officer

RECORDED & INDEXED
JUL 10 1975
SEAL
INDIANA

ATTEST:

N. E. Andrews
Its N. E. ANDREWS
Assistant Cashier

STATE OF INDIANA)
COUNTY OF Cass) SS:

Before me, the undersigned, a Notary Public in and for said County and State, this 1st day of August, 1975, personally appeared GLENN L. MILLER and acknowledged the execution of the above and foregoing Lease as his free and voluntary act and deed.

WITNESS my hand and Notarial Seal.

Virginia A. Porter
Notary Public

My Commission Expires:
Jan. 21, 1978

STATE OF INDIANA)
COUNTY OF Cass) SS:

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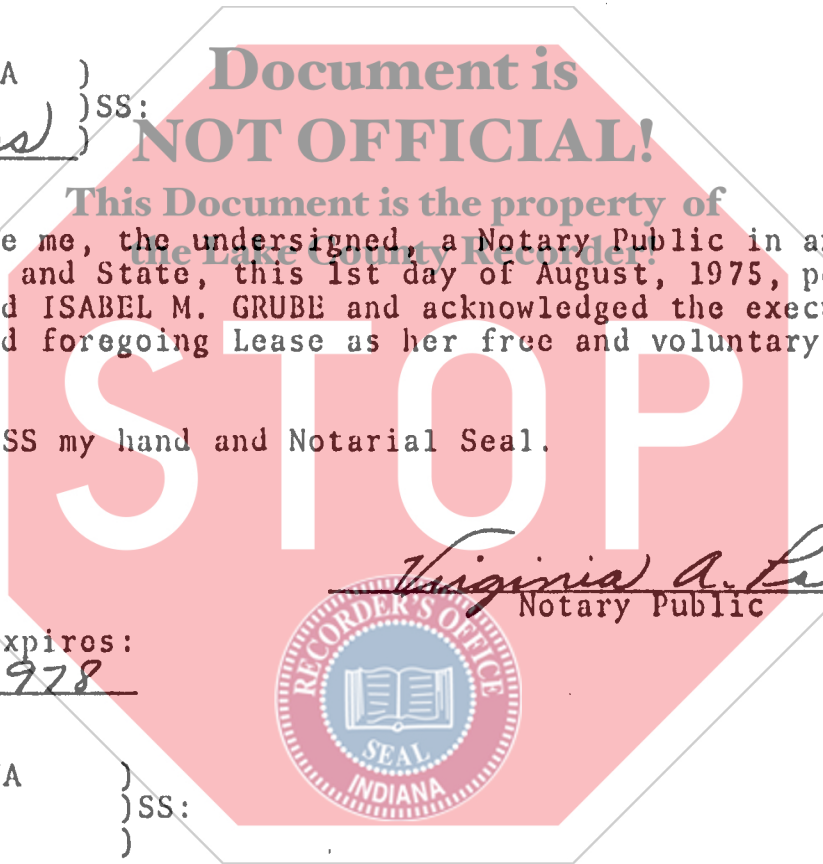
Before me, the undersigned, a Notary Public in and for said County and State, this 1st day of August, 1975, personally appeared ISABEL M. GRUBE and acknowledged the execution of the above and foregoing Lease as her free and voluntary act and deed.

WITNESS my hand and Notarial Seal.

Virginia A. Porter
Notary Public

My Commission Expires:
Jan. 21, 1978

STATE OF INDIANA)
COUNTY OF LAKE) SS:



Before me, a Notary Public in and for said County and State, personally appeared J. W. Roman and W. E. Andrews, Unit President and Assistant Cashier, respectively, of GARY NATIONAL BANK, Trustee under Trust Agreement dated July 10, 1975, and known as Trust No. P5597, who for and on behalf of said Trustee, acknowledged the execution of the above and foregoing Lease for the uses and purposes shown therein.

WITNESS my hand and Notarial Seal this 1st day of August, 1975.

Bernice Turner
Notary Public

My Commission Expires:
4/79

SCHEDULE "A"

Key # ~~22-5170~~
5341-10

Lot Ten (10), Standard Industrial Park, Unit
No. 3, in Lake County, Indiana.

