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STATE OF INDIANA
LAKE COUNTY
FILED

LEASE AGREEMENT

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THIS LEASE, executed this 14th day of January, 2000; by and between THE REGION ENTERPRISES, L.P. (collectively "Lessor") and BMW CONSTRUCTORS, INC., an Indiana corporation ("Lessee"),

WITNESSETH:

1. The Leased Premises. The Lessor hereby leases and demises to the Lessee and the Lessee agrees to lease from the Lessor the following described real property located in Lake County, Indiana, (hereinafter referred to as the "Leased Premises") together with all rights, privileges, easements and appurtenances appertaining thereto:

420 Superior Avenue, Munster, Indiana 46321 as further described on Exhibit A attached.

2. Term. The Term of this Lease shall be for a period of ten (10) years, commencing January 15, 2000, and terminating December 31, 2009 (the "Lease Term").

3. Rent. Lessee agrees to pay as minimum rent for the Leased Premises, the following sums payable in equal monthly installments:

The monthly payments will be without relief from valuation or appraisal laws, such monthly installments to be paid in advance and to begin on the first day of January 2000, and on the first day of each month thereafter for the term of this Lease

PERIOD	ANNUAL AMOUNT	MONTHLY AMOUNT
2000	63,000	5,250
2001	64,584	5,382
2002	66,180	5,515
2003	67,800	5,650
2004	69,600	5,800
2005	71,340	5,945
2006	73,140	6,095
2007	75,000	6,250
2008	76,800	6,400
2009	78,720	6,560

4. Additional Rent. Lessee agrees to pay as additional rent the following:

a) An amount equal to all real estate taxes, municipal assessments and municipal service charges levied or assessed against the Leased Premises

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and payable during the term of this Lease. Lessee shall pay the real estate taxes and municipal assessments and service charges directly to the appropriate taxing authority on or before the due date thereof and shall furnish evidence to the Lessor of such payments. Real estate taxes payable prior to December 31, 1999 shall be paid by Lessor. Real estate taxes payable after the lease period shall be payable by Lessor.

Lessee shall have the right, at its own expense, to contest the amount of any such taxes or assessments or the assessments which are the basis of the real estate taxes. Lessee agrees to save harmless Lessor from any loss, cost or damage incurred in connection with any real estate tax or any contest thereof.

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- b) The cost of hydrant or other fire service charge made by others than Lessor.
 - c) The costs of facilities and all services necessary to comply with all applicable statutes, regulations and ordinances relating to maintenance, use and operation of the Leased Premises, including but not limited to the construction or use of anti-pollution or safety devices.
 - d) The premiums for a policy or policies of insurance, insuring the building and all improvements constituting a part of the Leased Premises and all fixtures and appurtenances thereto against loss or damage by fire and other such risks as are from time to time customarily included in extended coverage endorsements in an amount not less than \$750,000.00. Such policy or policies shall name the Lessee, Lessor, and, if applicable, any mortgagee, as beneficiaries, as their respective interests appear. The policy or policies shall be written in such form and by such companies as shall be satisfactory to Lessor. Certificates evidencing such insurance will be provided Lessor, any mortgagee, as beneficiaries, as their respective interests appear. The policy or policies shall be written in such form and by such companies as shall be satisfactory to Lessor. Certificates evidencing such insurance will be provided Lessor.

5. Use. The Leased Premises may be used by the Lessee for any lawful purpose.

Lessee shall not use the Leased Premises or fail to maintain them in any manner constituting a violation of any ordinance, statute, regulation or order of any governmental authority, including but not limited to zoning ordinances, nor will the Lessee maintain or permit any nuisance to occur on the Leased Premises.

Lessee covenants and agrees that Lessee will use, maintain and occupy the Leased Premises in a careful, safe and proper manner and will not commit waste thereon.

6. Maintenance and Repairs. During the term of this Lease the Lessee shall, at its own cost and expense, keep and maintain in good repair and working order the Leased Premises, all improvements, equipment, fixtures and appurtenances used thereon or in connection therewith.

7. Assignment and Sub-Lease. The Lessee shall have the right to assign this Lease in whole or in part or sublet the Leased Premises in whole or in part, provided that Lessee shall remain primarily liable to perform all of the covenants and conditions contained in this Lease, including but not limited to payment of rent and additional rent as provided herein.

8. Default and Remedy. Each of the following shall be deemed a default by the Lessee:

- a) Failure to pay the rent as herein provided when due.
- b) Failure to pay any additional rent, costs or expenses as may be provided in this Lease when due.
- c) Failure to perform any act to be performed by the Lessee hereunder or to comply with any condition or covenant contained herein.
- d) The abandonment of the Leased Premises by the Lessee or its adjudication as a bankrupt; the making by the Lessee of a general assignment for the benefit of creditors; the Lessee's taking the benefit of any insolvency action or law; the appointment of a permanent receiver or trustee in bankruptcy for the Lessee or its assets; the appointment of a temporary receivership has not been vacated or set aside within thirty (30) days from the date of such appointment; the initiation of an arrangement or similar proceeding for the benefit of creditors by or against the Lessee; dissolution or other termination of Lessee's corporate charter.

In the event of any default provided above and the continuance of such a default after thirty (30) days' written notice is given by Lessor to Lessee, this Lease shall terminate at the option of the Lessor. In the event of termination of this Lease, the Lessor may re-enter the Leased Premises, take possession of all or any part thereof, and remove all property and persons there from and shall not be liable for any damage therefor or for trespass. No such re-entry shall be deemed an acceptance of the surrender of this Lease or a satisfaction of the Lessee's obligation to pay the rent as provided herein or any other obligations of Lessee hereunder.

The failure of the Lessor to exercise any option herein provided on account of any default shall not constitute a waiver of the same or any subsequent default and no waiver of any condition or covenant of this Lease by either party shall be deemed to constitute a waiver by either party of any default for the same or any other condition or covenant.

9. Alterations. The Lessee may make alterations of or upon the Leased Premises provided such alterations do not reduce the fair market value thereof, and further provided that the Lessee shall make no structural changes without the prior written consent of the Lessor. All alterations and additions to the Leased Premises shall be made in accordance with all applicable laws and shall remain for the benefit of the Lessor; provided, however, that the Lessee shall indemnify and save harmless the Lessor from all costs, loss or expense in connection with any construction or installation. No person shall be entitled to any lien directly or indirectly derived

through or under the Lessee or through or by virtue of any act or omission of the Lessee upon the Leased Premises for any improvements or fixtures made thereon or installed therein or for or on account of any labor or material furnished to the Leased Premises or for or on account of any matter or thing whatsoever; and nothing in this Lease contained shall be construed to constitute a consent by the Lessor to the creation of any lien.

Lessee may, prior to the expiration of the Lease Term, remove all of Lessee's trade fixtures and equipment, provided that at such time all rents stipulated herein are paid in full and any damage to the Leased Premises promptly repaired. The trade fixtures and equipment of Lessee shall include the machinery used by Lessee in the operation of its business, whether the same be permanently attached or not to the Leased Premises.

10. Inspection. Lessor or Lessor's agent shall be permitted to inspect or examine the Leased Premises at any reasonable time and Lessor shall have the right to make any repairs to the Leased Premises which are necessary for its preservation; provided, however, that any repairs made by Lessor shall be at Lessee's expense.

11. Lessor's Right to Mortgage. Lessee agrees at any time, and from time to time, upon request by Lessor, or the holder of any mortgage or other instrument of security given by Lessor, to execute, acknowledge, and deliver to Lessor or to the holder of such instrument, a statement in writing certifying that this Lease has not been modified and is in full force and effect (or if there have been modifications, that the same are in full force and effect and state such modifications); that there are no defaults hereunder by Lessor, if such is the fact; and the dates to which the fixed rents and other charges have been paid, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by the holder of any such mortgage or other instrument of security or any authorized assignee of Lessor. This Lease is and shall be subordinate to the lien of any mortgage or mortgages, or land sale contract or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the Leased Premises and to all advances made or hereafter to be made upon the security thereof. No instrument or act on the part of Lessee shall be necessary to effectuate the subordination provided for herein, but Lessee shall, nevertheless, execute and deliver such further instruments subordinating this Lease to the lien of any such mortgages as may be requested by any mortgagee, provided that any such instrument shall recognize Lessee's right of nondisturbance so long as Lessee is not in default under this Lease.

12. Fire and Other Casualty. In the event of partial destruction of the Leased Premises by fire or other casualty during the Lease Term where not more than \$500,000 in damages occur, the parties agree that the Leased Premises shall be promptly repaired and restored to the same condition that it was in prior to such destruction.

In the event of substantial destruction of the Leased premises by fire or other casualty to the extent that more than \$500,000 of damage occurs, the Lessee, at its option, may elect to terminate the Lease; in the event that such substantial destruction occurs after the completion of the third full year of the Lease Term, the Lessor shall also have the option to terminate the Lease. Termination of the Lease pursuant to this paragraph by either the Lessor or the Lessee shall be accomplished by the terminating party giving written notice to the other party of its election to terminate within sixty (60) days of the occurrence of such damage or destruction. The Lease Term shall terminate ten (10) days following the date of the mailing or delivering of such notice.

In the event of partial destruction of the Leased Premises as defined above or of substantial destruction to the Leased Premises where the Lease Term is not terminated, the proceeds of the fire and extended coverage insurance policy (provided by the Lessee under the provisions of paragraph 4(d) hereof) received or receivable by Lessor or by Lessee (or, if applicable, Lessor's mortgagee) shall be trust funds to be used and shall be used and applied for the costs of the repair, restoration, and/or reconstruction of the Leased Premises. To the extent that such proceeds are insufficient, Lessee agrees to pay the costs of such repair. Lessor agrees that Lessor shall promptly after the occurrence of any such fire, upon demand by Lessee, pay, assign and/or otherwise make available to Lessee all of Lessor's interest in the proceeds of said insurance; provided, however, that in the event that such proceeds are in excess of \$100,000.00 at the request of Lessor (or, if applicable, Lessor's mortgagee) the proceeds shall be held by a third party as trustee mutually agreeable to Lessor and Lessee, who shall pay over the insurance proceeds to Lessee from time to time as the repair and restoration progresses based upon an architect's certificate as to percentage of completion. The architect shall be mutually agreed upon by Lessor and Lessee. Any proceeds from the fire and extended coverage insurance provided by Lessee in accordance with the provisions of paragraph 4(d) hereof not utilized in repairing or restoring the Leased Premises shall become the sole property of the Lessee.

In the event that the Lease Term is terminated as a result of substantial damage in the manner provided above, the proceeds of the fire and extended coverage insurance shall become the sole property of the Lessor, and the Lessee shall have no interest therein and no obligation or liability to pay the costs of any repair.

There shall be no abatement of the rental during any periods of repair.

13. Eminent Domain. If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain by any public or quasi public body in such a manner that the Leased Premises shall become unusable by the Lessee for the purpose it is then using the Leased premises, this Lease may be terminated by the Lessee by written notice to the Lessor within fifteen (15) days after possession of the Leased Premises or part thereof is so taken. The Lessee shall have no claim against the Lessor or any other person, firm, corporation or governmental authority on account of any such acquisition for the value of any unexpired lease remaining after possession of the Leased Premises is taken. All damages awarded therefor shall belong to and be the sole property of the Lessor; provided, however, that the Lessee shall be entitled to any award for the cost of or the removal of Lessee's stock, equipment and fixtures.

14. Lessor's Non-Liability. The Lessor shall not be liable for damage either to any person or property due to the condition of the Leased Premises or to the occurrence of any accident in or about the Leased Premises or due to any act or neglect of the Lessee or any other occupant of the Leased Premises or of any person. The Lessee shall be responsible and liable to the Lessor for any damage to the Leased premises and for any act done thereon by the Lessee or any person coming on the Leased Premises by the license of the Lessee, expressed or implied, and Lessee shall save Lessor harmless from any or all liability to any person for damage to any person or property resulting from use of the Leased Premises and shall protect against such liability with public liability insurance, naming Lessor as an additional insured, in amounts satisfactory to Lessor and Lessee, and shall furnish the Lessor a policy of such insurance in companies satisfactory to the

Lessor.

15. Utilities. The Lessee shall pay the costs of all utilities consumed by the Lessee.

16. Surrender. Upon the expiration or other termination of this Lease, Lessee shall quit and surrender to the Lessor the Leased Premises, together with all other property affixed to the Leased Premises (with the exception of trade fixtures), broom clean, and in good order and condition, ordinary wear and tear and damage by fire and casualty excepted. Any damage caused to the Leased Premises by removal of any property shall be promptly repaired by the Lessee. Lessee shall remove all property of Lessee as directed by Lessor and failing to do so, the Lessor may cause all of said property to be removed at the expense of the Lessee and the Lessee hereby agrees to pay all costs and expenses thereby incurred. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of this Lease.

If the Lessee shall remain in possession of all or any part of the Leased Premises after the expiration of the term of this Lease, then the Lessee shall be deemed Lessee of the Leased Premises from month to month at the same rental and subject to all the terms and conditions hereof.

17. Waiver. No waiver of any covenant or condition or the breach of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach of such covenant or condition nor justify or authorize nonobservance on any other occasion of such covenant or condition or any other covenant or condition, nor shall the acceptance of rent by the Lessor at any time when the Lessee is in default of any covenant or condition hereof be construed as a waiver of such default or the Lessor's right to terminate this Lease on account of such default.

18. Covenant of Quiet Enjoyment. Lessor agrees that if the Lessee shall perform all of the covenants and agreements herein provided to be performed on the Lessee's part, the Lessee shall, at all times during the Lease Term, have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from the Lessor or any persons lawfully claiming under the Lessor, except as may be provided in paragraph 11 above.

19. Notice. Any notice required or permitted to be given or served by either party to this lease shall be deemed to have been given or served by either party to this Lease when made in writing, by certified or registered mail, addressed as follows:

Lessor: The Region Enterprises, L.P.
1740 West Michigan Street
Indianapolis, Indiana 46222

Lessee: BMW Constructors, Inc.
1740 West Michigan Street
P.O. Box 22210
Indianapolis, Indiana 46222-0210

All rental payments shall be made to the Lessor at 1740 West Michigan Street, Indianapolis, Indiana, 46222, Attention: Thomas E. O'Brien. The address may be changed from time to time by

either party by serving notice as above provided.

20. Benefit of Lessor and Lessee. This Lease and all of the terms and provisions hereof shall inure to the benefit of and be binding upon the Lessor and Lessee, and their respective heirs, successors, assigns and legal representatives.

21. Governing Law. This Lease shall be governed in accordance with the laws of the State of Indiana.

22. Indemnification. Lessee shall be liable for and hereby agrees to pay any and all expenses, including reasonable attorneys' fees incurred by the Lessor in connection with any default by the Lessee of the terms, covenants and conditions contained in this Lease, without relief from valuation or appraisal laws.

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



Thomas E. O'Brien

Thomas E. O'Brien
The Region Enterprises, L.P.

"Lessor"

BMW CONSTRUCTORS, INC.

By *James B. Davis*
J. B. Davis, Secretary



STATE OF INDIANA)

) SS:

COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared Thomas E. O'Brien, acknowledged the executed of the above and foregoing Lease Agreement on behalf of Region Enterprises, L.P.

WITNESS my hand and Notarial Seal this 14 day of January, 2000



Leslie Ann Johnson
Notary Public

My commission Expires:

July 7, 2001

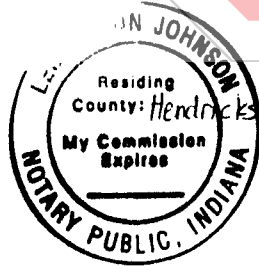
STATE OF INDIANA)

) SS:

COUNTY OF MARION)

Before me, a Notary Public in and for said County and State, personally appeared J. B. Davis, the Secretary, respectively, of BMW Constructors, Inc., who acknowledged the execution of the above and foregoing Lease Agreement and on behalf of said Corporation.

WITNESS my hand and Notarial Seal this 14 day of January, 2000



Leslie Ann Johnson
Notary Public

My commission Expires:

July 7, 2001

EXHIBIT A

Legal Description

Lot 12 in Midwest Central Industrial park, Unit 1, in the Town of Munster, as shown in Plat Book 52, page 31, in the Office of the Recorder of Lake County, Indiana.

