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**SECOND AMENDED AND RESTATED
LANDLORD'S AGREEMENT**

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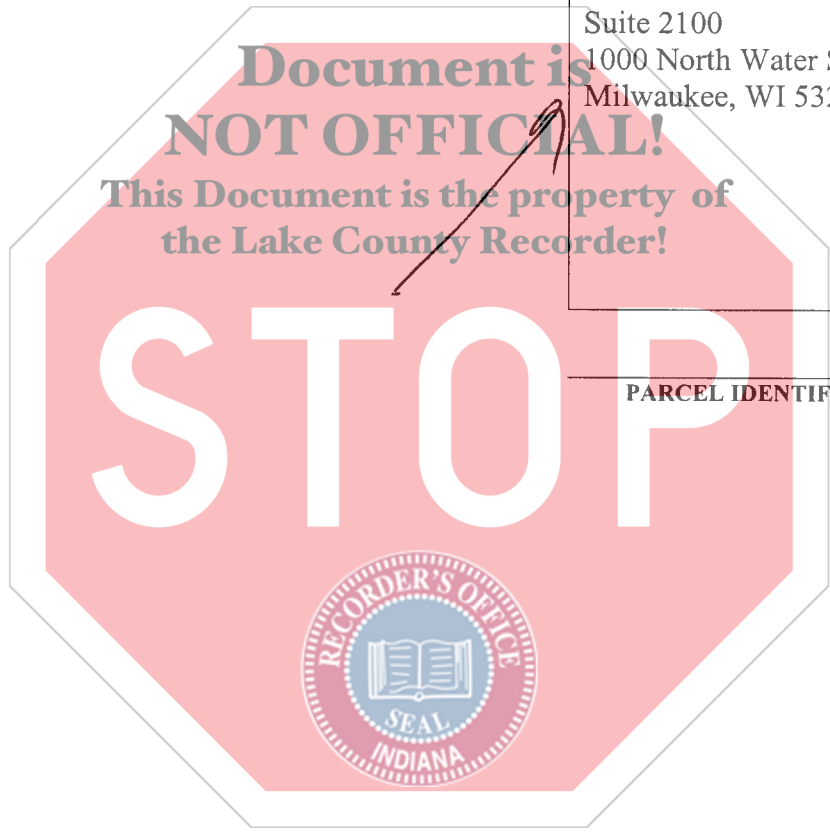
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RETURN NAME AND ADDRESS:

David B. Schulz, Esq.
Reinhart Boerner Van Deuren s.c.
Suite 2100
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Milwaukee, WI 53202



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**SECOND AMENDED AND RESTATED
LANDLORD'S AGREEMENT**

This Second Amended and Restated Landlord's Agreement (this "Agreement") is made and executed as of this 31st day of October, 2002, by Dietrich M. Gross, with an address at 4825 North Scott Street, Suite 240, Schiller Park, Illinois 60176 ("Landlord"), in favor of Bank One, NA, with an address at 111 East Wisconsin Avenue, Milwaukee, Wisconsin 53201 ("Agent").

WITNESSETH:

WHEREAS, Agent, various lenders from time to time a party thereto ("Lenders") and Jupiter Aluminum Corporation, an Illinois corporation ("Borrower"), have previously entered or intend to enter into a Second Amended and Restated Loan and Security Agreement (the "Loan Agreement"), and various other agreements, instruments and documents (collectively, the "Financing Agreements"), providing for the making of loans and advances to or for the benefit of Borrower;

WHEREAS, to secure payment and performance of all of Borrower's obligations and liabilities under the Financing Agreements (the "Liabilities"), the Agent has required that Borrower grant to the Agent a security interest in, among other things, all of Borrower's existing and future accounts, inventory, machinery, equipment, fixtures and other property and all products and proceeds of the foregoing, including without limitation proceeds of insurance (collectively referred to as the "Collateral");

WHEREAS, some of the Collateral is now or from time to time hereafter may be located at the premises known as 1745 165th Street, Hammond, Indiana 46320 legally described on Exhibit A hereto (the "Premises");

WHEREAS, the Premises are owned by Landlord and leased by Landlord to Borrower pursuant to the Lease Agreement dated May 12, 1995, as amended, a true, correct and complete copy of which Landlord acknowledges is attached hereto as Exhibit B (the "Lease").

NOW, THEREFORE, in consideration of the foregoing, to induce the Agent to make loans and advances to or for the benefit of Borrower pursuant to the Financing Agreements and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, Landlord hereby covenants and agrees as follows:

1. Landlord waives all rights which Landlord now or hereafter may have, under the laws of the State of Indiana or by virtue of the Lease, or any renewals, extensions, amendments, modifications, substitutions or replacements thereof (a "New Lease"), or by virtue of Borrower's occupation of the Premises, to levy or distrain upon, or to claim or assert any lien, right, claim or title to, any of the Collateral which now or hereafter may be located on the Premises in order to enforce any obligation of Borrower under the Lease or a New Lease, including, without limitation, the obligation to pay rent and any other monetary obligation arising thereunder.

2. Landlord agrees that the Collateral other than fixtures integral to the operation of the Premises (i.e. heating, ventilating, air conditioning and plumbing fixtures) (i) is and shall remain personal property notwithstanding the manner or mode of the attachment of any item of Collateral to the Premises and (ii) is not and shall not become or be deemed to be fixtures.

3. In the event of default by Borrower in the payment or performance of any of Borrower's Liabilities, the Agent may (subject to the terms and provisions of this Agreement and in accordance with applicable law) remove the Collateral or any part thereof from the Premises without objection, delay, hindrance or interference by Landlord and in such case Landlord will make no claim or demand whatsoever against the Collateral. In the event of any such default by Borrower, and upon written notice from the Agent as to Borrower's default, Landlord agrees that it will (i) cooperate with the Agent in its efforts to assemble and/or remove all of the Collateral located on the Premises; (ii) permit the Agent to enter the Premises to remove, appraise, display, prepare for sale or lease, repair, lease, transfer and/or sell the Collateral; and (iii) not hinder the Agent's actions in enforcing its security interest in the Collateral. Landlord will also in such event, at Agent's sole option, permit Agent to remain on the Premises for one hundred twenty (120) days after Agent declares a default and takes possession of the Premises.

4. The Agent may, without affecting the validity of this Agreement, extend, amend or in any way modify the terms of payment or performance of any of Borrower's Liabilities, without the consent of Landlord and without giving notice thereof to Landlord.

5. Landlord will notify the Agent of, and Landlord will respond in writing to the Agent's written inquiries concerning, Borrower's defaults on any of its obligations to Landlord under the Lease or any New Lease and allow the Agent the same period of time provided to Borrower in the Lease or any New Lease in which to cure or cause Borrower to cure any such default (such cure period to commence for the Agent on the date the Agent receives notice of any such default), and the Agent will have the right (but not the obligation) to perform on Borrower's behalf all obligations of Borrower under the Lease or any New Lease and Landlord hereby agrees to accept such performance.

6. The Lease is in full force and effect and has not been modified, amended or extended in any respect and represents the entire agreement between Landlord and Borrower with respect to the subject matter thereof.

7. There are no defaults on the part of Landlord or, to the best of Landlord's knowledge, on the part of Borrower under the Lease and no condition exists which, with the service of notice or the passage of time, or both, would cause Landlord or Borrower to be in default.

8. Landlord will not enter into any modification, amendment, renewal, extension or termination of the Lease or any New Lease without Agent's prior written consent.

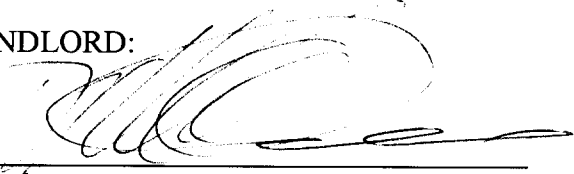
9. The agreements contained herein shall continue in force until the date as of which all of Borrower's Liabilities are paid and satisfied in full and all financing arrangements between the Agent and/or Lenders and Borrower have been terminated. The agreements contained herein may not be modified or terminated orally, and shall be binding upon the successors, assigns and

personal representatives of Landlord, upon any successor owner or transferee of the premise., and upon any purchasers (including any mortgagee) from the undersigned.

10. This Agreement amends and restates that certain Amended and Restated Landlord's Agreement executed by Landlord in favor of Bank One, NA (successor by merger to Bank One, Wisconsin) dated April 20, 1998.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the date set forth above.

LANDLORD:



Dietrich M. Gross

Consented and agreed to this 31st day of October, 2002.

JUPITER ALUMINUM CORPORATION

By 
Its _____

BANK ONE, NA, as Agent

By Michael A. Hunt
Its Vice President

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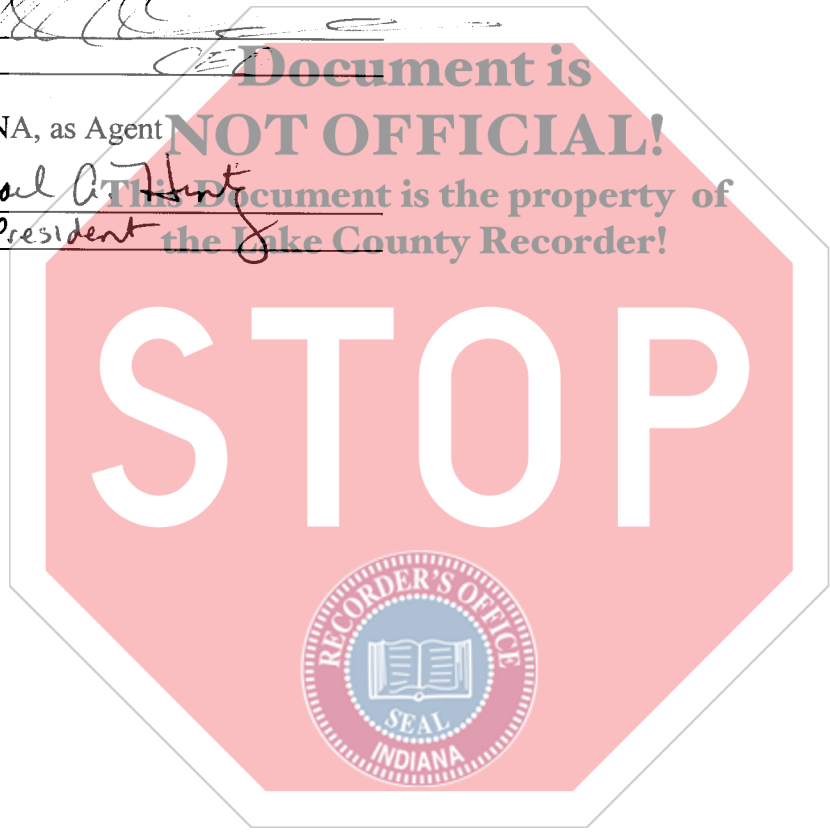


EXHIBIT A

Legal Description

See Attached.



EXHIBIT A

LEGAL DESCRIPTION

Parcel 1: That part of the Southwest Quarter of Section 5, Township 36 North, Range 9 West of the Second Principal Meridian, in the City of Hammond, Lake County, Indiana, described as commencing at a point in the South line of said Section 5 at a point 759.17 feet east of the Southwest corner of said Section 5; thence North on a line that is parallel to and 759.17 feet East of the West line of said Section 5 for a distance of 30 feet to the North 30-foot right of way line of 165th Street as opened by Declaratory Resolution #1159 by the Board of Public Works recorded September 25, 1925 in Miscellaneous Record Volume 146, pages 382 and 383, in the Recorder's Office, Lake County, Indiana, thence Northwesterly on a line that makes an exterior angle of 53 degrees 36 minutes 30 seconds measured Northwest to West with the South line of said Section 5 for a distance of 1052.13 feet; thence Northeast at right angles for a distance of 107.8 feet to the center of a road; thence Southeasterly on a straight line down a narrow road that makes an exterior angle of 88 degrees 57 minutes with aforesaid 107.8 foot line for a distance of 375.6 feet; thence Northeast on a line parallel to a Northeast projection of aforesaid 107.8 foot line for a distance of 326.1 feet to the point of beginning of this legal description of Building 3; thence Northwest at right angles to aforesaid 326.1 foot Line, 164.4 feet; thence Southwest at right angles 12 feet; thence Northwest at right angles 64.5 feet; thence Northeast at right angles 12 feet; thence Northwest at right angles 500.4 feet; thence Southwest at right angles 37.7 feet; thence Northwest at right angles 255.2 feet; thence Northeast at right angles 160.4 feet; thence Southeast at right angles 252.5 feet; thence Northeast at right angles 77 feet; thence Southeast at right angles 1116.1 feet; thence Southwest at right angles 139 feet; thence Northwest at right angles 385.5 feet; thence Southwest 63.5 feet to the point of beginning.

Parcel 2: that part of the Southwest Quarter of Section 5, Township 36 North, Range 9 West of the Second Principal Meridian, in City of Hammond, Lake County, Indiana, described as commencing at a point in the South line of said Section 5 at a point 759.17 feet East of the Southwest corner of said Section 5; thence North on a line that is parallel to and 759.17 feet East of the West line of said Section 5 for a distance of 30 feet to the North 30-foot right of way line of 165th Street as opened by Declaratory Resolution No. 1159 by the Board of Public Works, recorded September 25, 1925 in Miscellaneous Record Volume 146, pages 382 and 383, in the Recorder's Office of Lake County, Indiana; thence Northwesterly on a line that makes an exterior angle of 53 degrees 36 minutes 30 seconds measured Northwest to West with the South line of said Section 5 for a distance of 1052.13 feet; thence Northeast at right angles for a distance of 107.8 feet to the center of a road; thence Southeasterly on a straight line down a narrow road that makes an exterior angle of 88 degrees 57 minutes with aforesaid 107.8 foot line for a distance of 375.6 feet to the point of beginning of this legal description of Option A; thence Northeast on a line parallel to a Northeast projection of aforesaid 107.8 foot line for a distance of 335.1 feet; thence Southeast at right angles 322.5 feet; thence Southwest at right angles 335.1 feet; thence Northwest at right angles 322.5 feet more or less to the point of beginning.

Parcel 3: That part of the Southwest Quarter of Section 5, Township 36 North, Range 9 West of the Second Principal Meridian, in City of Hammond, Lake County, Indiana, described as commencing at a point in the South line of said Section 5 at a point 759.17 feet East of the Southwest corner of said Section 5; thence North on a line that is parallel to and 759.17 feet East of the West line of said Section 5 distance of 30 feet to the North 30-foot right of way line of 165th Street as opened by Declaratory Resolution No. 1159 by the Board of Public Works, recorded September 25, 1925 in Miscellaneous Record Volume 146, pages 382 and 383, in the Recorder's Office, Lake County, Indiana; thence Northwesterly on a line that makes an exterior angle of 53 degrees 36 minutes 30 seconds measured Northwest to West with the South line of said Section 5 for a distance of 1052.13 feet; thence Northeast at right angles for a distance of 107.8 feet to the center of a road; thence Southeasterly on a straight line down a narrow road that makes an exterior angle of 88 degrees 57 minutes with aforesaid 107.8 foot line for a distance of 698.1 feet to the point of beginning; thence Northeast on a line that is parallel to a Northeast projection of aforesaid 107.8 foot line for a distance of 335.1 feet; thence Southeast at right angles 492.2 feet to the centerline of a narrow road; thence Northwesterly on the centerline of said narrow road 388.4 feet more or less to a Southeasterly projection of the aforesaid 698.1 foot line; thence Northwest on said 698.1 foot projection 279.3 feet to the point of beginning.

EXHIBIT B

Lease Agreement

See Attached.



EXHIBIT B

NET LEASE

THIS LEASE, made on this 2nd day of May, 1995 by and between DIETRICH M. GROSS, hereinafter referred to as "Lessor", and JUPITER ALUMINUM CORPORATION, an Illinois corporation, hereinafter referred to as "Lessee":

W I T N E S S E T H

ARTICLE 1. PREMISES

Section 1.1 Leased Premises. In consideration of the rents reserved and the mutual covenants and agreements herein contained, Lessor hereby leases to Lessee the premises and the improvements thereon situated at 1745 165th Street, in Hammond, Lake County, Indiana, hereinafter referred to as the "Leased Premises", and all appurtenances and rights of way incident thereto, if any, and Lessee hereby agrees to lease and take the Leased Premises upon the terms and conditions which hereinafter appear.

Section 1.2 Condition of Leased Premises. The Leased Premises are let in its present condition without representation or warranty by Lessor as to the past, present or future condition or repair thereof. Lessee agrees, except as otherwise provided herein, to accept the Leased Premises in the condition in which it is upon the commencement of the term hereof, hereby waiving any claim or right on account thereof and agrees that Lessor shall not be called upon or required at any time to make any improvements, alterations, changes, additions, repairs or replacements of any nature whatsoever in or to the Leased Premises or any building which is a part thereof.

Lessor leases and Lessee takes the Leased Premises and each building fixture constituting a portion thereof as is, and Lessee acknowledges that Lessor (whether acting as Lessor hereunder or in any other capacity), has not made, nor shall Lessor be deemed to have made, any representation or warranty, express or implied, as to the value, compliance with specifications, location, use, condition, merchantability, fitness for use or purpose of the Leased Premises or of any fixture constituting a portion thereof, or as to the quality of the material or workmanship therein, or any other representation or warranty whatsoever, express or implied, with respect to the Leased Premises or of any fixture constituting a portion thereof or otherwise, it being agreed that all risks incident thereto are to be borne by Lessee. In the event of any defect or deficiency in the Leased Premises or of any fixture constituting a portion thereof, of any nature, whether patent or latent, Lessor shall not have any responsibility or liability with respect thereto or for any incidental or consequential damages (including strict liability in tort). The provisions of this

Section 1.2 have been negotiated, and the foregoing provisions are intended to be complete exclusions and negations of any warranties by Lessor, express or implied, with respect to the Leased Premises or of any fixture constituting a portion thereof, whether arising pursuant to the Uniform Commercial Code or any other law now or hereafter in effect, or otherwise.

ARTICLE 2. TERM

The term shall begin on the second (2nd) day of May, 1995 and shall end on the thirtieth (30th) day of June, 1995 unless sooner terminated as provided herein or extended by an instrument in writing executed by both parties.

ARTICLE 3. RENT

Section 3.1 Rent Payee. Rent shall be paid in U.S. legal tender and checks shall be made payable to Dietrich M. Gross until Lessee is otherwise notified in writing by Lessor at least ten (10) days prior to the rent payment date on which the change in payee is to take effect, and rent checks shall be delivered at 4825 North Scott Street, Suite 200, Schiller Park, Illinois 60176, until Lessee is otherwise notified in writing within such time by Lessor. Any installment of rent accruing under this lease or any other amount due from Lessee or Lessor or from Lessor to Lessee shall bear interest at the rate of Twelve (12%) Percent per annum from the time at which it is due and payable until paid.

Section 3.2 Net Lease. This lease is a net lease and except as may be expressly provided herein to the contrary, the basic rent, additional rent and all other sums payable by Lessee hereunder shall be paid in all events and without counterclaim, setoff, deduction, defense, abatement, suspension, deferment or diminution of any kind. Except as may be otherwise expressly provided herein, this lease shall not terminate, nor shall Lessee have any right to terminate or avoid this lease or be entitled to the abatement of any rents hereunder or any reduction thereof, nor shall the obligations and liabilities of Lessee hereunder be in any way affected for any reason, any present or future law to the contrary notwithstanding.

Section 3.3 Basic Rent. Lessee shall pay as basic rent the sum of Forty-One Thousand, Seven Hundred Ninety and No/100 Dollars (\$41,790.00) per month for the term of this lease, which basic rent shall be paid on or before the first (1st) day of each calendar month of the term.

Section 3.4 Additional Rent (Taxes and Assessments). In addition to the basic rent and as additional rent, Lessee shall pay in the manner hereinafter provided, all general and special real

estate taxes and any installments of special assessments for improvements which may be due during the term of this lease on the Leased Premises, provided that said amounts to be paid by the Lessee hereunder for the calendar years during which the term begins and ends shall be reduced in proportion to the number of days of such calendar year falling outside the term. The Lessee may, in its own name or in the name of the Lessor and the fee owner, contest the validity or amount of any such taxes or assessments upon which the same are based and Lessor agrees to render to Lessee all assistance reasonably possible, including joining in and signing any protest or pleading which Lessee may deem advisable. It is agreed that should any rebate of taxes or assessments be made with respect to the calendar years in which the term begins and ends, that Lessee's share of such rebate shall be reduced as hereinabove provided. Lessee shall deposit with Lessor such sum monthly as may be required for the purpose of accumulating a sum adequate for Lessee's share of said taxes and assessments by the time said taxes and assessments are due, said monthly sum being based upon the prior year's taxes and assessments. Subject to the performance by Lessee of its obligations hereunder, Lessor shall pay on Lessee's behalf from funds deposited with Lessor by Lessee all taxes and assessments before the same shall become delinquent and thereafter shall furnish Lessee a copy of each receipted tax and assessment bill, whereupon the parties shall adjust the amount previously deposited by Lessee hereunder and establish the monthly sums to be deposited for the ensuing year.

Section 3.5 Additional Rent (Impositions). Lessee will pay all impositions and all charges for utility, communications and other services at any time rendered or used on or about the Leased Premises during the term hereof, before any interest or penalty may be added, and will furnish to Lessor, within a reasonable time after request therefor, satisfactory proof evidencing such payment. If any imposition or any such other charge may legally be paid in installments, Lessee shall have the option to pay such imposition or charge in installments. For purposes of this lease, the term "impositions" shall include water, sewer or other rents, rates and charges, excises, levies, license fees, permit fees, inspection fees, driveway fees and other authorization fees and charges (other than taxes and assessments described in Section 3.4), in each case whether general or unforeseen, of every character (including all interest and penalties thereon), whether billed to Lessee or Lessor, which at any time during or in respect of the term hereof may be assessed, levied, confirmed or imposed on or in respect of and if unpaid be or may become an encumbrance or a charge or a lien upon (a) the Leased Premises or any part thereof or any interest therein, or any additional rent or other sum reserved or payable hereunder, or this lease, or any estate, right or interest hereunder, (b) Lessor and which relate to Lessor's ownership of the Leased Premises, the use or occupancy of the Leased Premises or the transactions contemplated by this lease, (c) any occupancy, use or possession of or sales or other activity conducted on the Leased

Premises or any part thereof, or (d) the gross receipts or gross rentals from the Leased Premises, or the earnings from the use and occupancy thereof. Nothing herein shall require Lessee to pay any franchise, estate, inheritance, succession, transfer, income, excess profits, gift or other taxes of Lessor determined on the basis of Lessor's income or revenue, unless such tax is in lieu of or a substitute for any other tax or assessment upon or with respect to the Leased Premises, which, if such other tax or assessment were in effect, would be payable by Lessee.

ARTICLE 4. MAINTENANCE AND REPAIRS

Section 4.1 Lessee's Obligations. Lessee shall keep and maintain the Leased Premises, including any buildings, plumbing, fixtures, heating, ventilating, air conditioning equipment, lighting, power wiring, electrical fixtures, machinery and equipment, and parking lots in the same order and condition, ordinary wear and tear (as determined below) excepted, as received and will make all structural and nonstructural, ordinary and extraordinary, foreseen and unforeseen repairs, replacements and renewals and shall take such other action as may be necessary or appropriate to keep and maintain the Leased Premises in such order and condition. It is acknowledged by Lessor and Lessee that the Lessee intends to utilize the Leased Premises for purposes of metal processing and consequently it is understood that the determination of ordinary wear and tear shall be made by reference to that ordinarily experienced in said industry and type of manufacturing. Lessor shall not be obliged in any way to maintain, alter, repair, rebuild or replace the Leased Premises. Notice is hereby given that Lessor will not be liable for any labor, services or materials furnished or to be furnished to Lessee, or to anyone holding the Leased Premises or any part thereof through or under Lessee, and that no mechanics' or other liens for any such labor or materials shall be attached to or affect the interest of Lessor in and to the Leased Premises. All maintenance and repair (i) shall be completed expeditiously in good and workmanlike manner, and in compliance with all legal requirements and all insurance requirements, and (ii) shall become part of the Leased Premises and subject to this lease.

Section 4.2 Lessor's Rights to Repair. If at any time the Lessor finds that the Leased Premises are not being maintained by Lessee in such order and repair as agreed by Lessee herein, Lessor may serve notice in writing upon the Lessee to make such repairs and replacements specifying the repairs and replacements claimed to be needed. Upon failure by Lessee to make or commence to make and proceed diligently with the repairs and replacements required of Lessee hereunder within fifteen (15) days following receipt of written notice from the Lessor specifying the same, the Lessor or its agents or employees may enter upon the Leased Premises and make such repairs and replacements in its stead (but shall not be obli-

gated so to do) and the Lessee so failing to repair as agreed shall pay the cost of same to the Lessor immediately on rendition of a bill therefor, which amount shall be deemed to be so much additional rent for purposes of this lease.

Lessee hereby covenants and agrees to afford Lessor all reasonable opportunities to inspect the Leased Premises for the purpose of determining the necessity for any repairs, and also to afford the Lessor, the Lessor's agents or employees access to the Leased Premises for the purpose of making such repairs or replacements as the Lessor may propose to make pursuant to this lease. It is expressly covenanted that any entry of the Lessor for the purpose of repair or replacement or any act of repair or replacement by Lessor or its agent or representative, or any silence or absence of action by Lessor in case Lessee shall neglect to make repairs and replacements required hereunder, shall not operate as a waiver of any covenants herein.

Section 4.3 Condition at Expiration. Lessee hereby covenants and agrees at the expiration of this lease or its earlier termination pursuant to the terms hereof, to surrender possession of the Leased Premises, together with all improvements, additions and alterations made thereto by Lessee to the Lessor in the same condition of repair as at the date of commencement of the term hereof, reasonable wear and tear excepted.

Section 4.4 Removal of Trade Fixtures. Lessee may install or place or reinstall or replace and remove from the Leased Premises any trade fixtures belonging to Lessee or third parties, provided that after such removal the Leased Premises shall be restored to the condition existing prior to such installation, placement, re-installation or replacement as hereinafter further set forth. Except as provided below, any such trade fixtures shall not become the property of Lessor. Upon the expiration or earlier termination of the lease, the Lessee shall be entitled to remove from the Leased Premises all of the Lessee's trade fixtures. Such trade fixtures shall be removed not later than the time when under the provisions hereof Lessee is required to surrender possession of the Leased Premises to Lessor. The removal thereof shall be effected solely at the cost and expense of Lessee and immediately thereafter Lessee shall restore the Leased Premises to the condition that existed immediately prior to the installation, placement, reinstallation or replacement thereof, ordinary wear and tear (as hereinabove defined) excepted. Lessee's failure to remove the same shall constitute an abandonment of all beneficial interest in them and they shall thereupon become the property of the Lessor. Subject to Lessor's prior written consent which Lessor covenants not to withhold or delay unreasonably, Lessee shall have the right to erect, maintain and remove, in accordance with all applicable legal requirements, signs at any place on the Leased Premises, which erection, maintenance and removal shall be at Lessee's cost and

without damage to the Leased Premises during the term of and upon any termination of this lease.

ARTICLE 5. USE AND ALTERATIONS

Section 5.1 Use. The Lessee agrees to use the Leased Premises solely for the purpose of processing metal and manufacturing related products. With Lessor's prior written consent (not to be unreasonably withheld), the Lessee may make use of the Leased Premises for any other lawful purpose, with the exception of the storage or sale of alcoholic liquors, or the conduct of industrial processes involving the use of corrosive or other materials reasonably likely to substantially damage the property, or dangerous materials which would increase the risk of casualty loss. If Lessee shall be served with written notice by Lessor or by the insurance carrier of the policies described in Section 6.1(a) hereof that any use being made of the Leased Premises would, if continued, result in a cancellation of such insurance, Lessee shall within the grace period specified in said notice or policy, as the case may be, either discontinue such offending use or provide such remedy as the insurance carrier may prescribe. The Lessee shall also keep the Leased Premises in a safe, clean and wholesome condition in accordance with all public laws, ordinances and regulations affecting said premises and the use and occupancy thereof.

Section 5.2 Compliance with Laws. Lessee covenants throughout the term of this lease, at the Lessee's sole cost and expense, promptly to comply with all laws and ordinances and the orders, rules, regulations and requirements of all Federal, state and municipal governments and appropriate departments, commissions, boards and officers thereof, and the orders, rules and regulations of the Board of Fire Underwriters where the Leased Premises are situated, or any other body now or hereafter constituted exercising similar functions, foreseen or unforeseen, ordinary as well as extraordinary, and whether or not the same require structural repairs or alterations, which may be applicable to the Leased Premises and to occupy the Leased Premises only in conformity with such requirements.

Section 5.3 Lessee's Alterations. Lessee may, at any time or times during the term hereof, and at its own cost and expense, make any alterations, replacements, changes, additions and improvements to the Leased Premises, provided the same shall be performed in a first class workmanlike manner, shall not weaken or impair the structural strength nor lessen the market value of the building on the Leased Premises and shall be completed free of mechanics' liens, provided, however, that:

- (a) The same shall be made according to plans and specifications therefor, copies of which shall be furnished the Lessor in advance for approval, but

Lessor's approval of said plans and specifications shall not be unreasonably withheld;

- (b) Before the commencement of any such work, there shall be deposited with the Lessor a sum sufficient to pay for the cost of the same as established by architects satisfactory to the Lessor, or a completion bond satisfactory to the Lessor, insuring the completion of such work, free and clear of mechanics' liens, unless it be stipulated in and be a condition of a contract for such work that no lien shall arise or be claimed on account of such contract or on account of any work done or material furnished under said contract;
- (c) Before the commencement of any such work, said plans and specifications shall be filed with and approved and permit issued, if necessary, by all municipal and other governmental departments or authorities having jurisdiction thereof, and Lessor shall sign such consents as said departments or authorities may require.

At the expiration or termination of this lease, Lessor shall restore the Leased Premises to the condition at the commencement of the term hereof unless Lessor shall have agreed in writing to accept the Leased Premises with such alterations, remodeling, additions or new construction as may have been made pursuant to authorization contained in this Article.

Section 5.4 Liens. The Lessee further covenants and agrees not to permit any mechanics' lien or liens resulting from its own acts or from any work done or labor performed or material furnished at the direction or upon the authority of Lessee to be placed upon the Leased Premises or any building or improvements thereon, and that in case of any such lien attaching it will promptly fully discharge same. If Lessee defaults in the payment of same and shall not have contested same as hereinafter provided, the Lessor shall have the right and privilege at its option to pay the same or any portion thereof without inquiry as to the validity thereof, and any amount or amounts so paid, including expenses and interest as hereinafter mentioned, shall be so much additional rent hereunder due from Lessee to Lessor and shall be repaid to the Lessor immediately on rendition of bill therefor. Anything contained in this Section to the contrary notwithstanding, Lessor shall not make payment of any lien if and while Lessee shall in good faith contest any lien where such contest is accompanied by proceedings, including appeals, sufficient to prevent the sale of the Leased Premises to satisfy the same, if necessary, or by other appropriate means, provided that Lessee shall also furnish Lessor security satisfactory to Lessor providing for the prompt payment thereof by Lessee in the event Lessee shall be unsuccessful in such contest.

ARTICLE 6. INSURANCE AND CASUALTY RESTORATION

Section 6.1 Hazard and Liability Insurance. Lessee will maintain, or cause to be maintained, at its sole cost and expense, with insurers authorized to do business in the State in which the Leased Premises are located and which are well rated by all recognized national rating organizations or have received the prior written approval of Lessor:

- (a) fire insurance, flood insurance, if available, sprinkler leakage insurance and insurance with respect to risks from time to time included under the standard extended coverage endorsement, including but not limited to vandalism and malicious mischief, in amounts not less than \$1,000,000.00 or amounts determined as the fair market value of the improvement from time to time, whichever is greater.
- (b) comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Leased Premises and the adjoining streets, sidewalks and passageways, or as a result of ownership of facilities located on the Leased Premises or as a result of the use of materials manufactured, processed, constructed, or sold, or services rendered, on the Leased Premises, in amounts not less than \$1,000,000.00 for each claim with respect to any bodily injury or death, \$5,000,000.00 with respect to any one occurrence, and \$500,000.00 with respect to all claims for property damage with respect to any one occurrence.

The policies of insurance required to be maintained by Lessee pursuant to this Section 6.1 shall name as the insured parties Lessor and Lessee, as their respective interests may appear. Lessor shall not be required to prosecute any claim against any insurer or to contest any settlement proposed by any insurer. Lessee may prosecute any such claim or contest any such settlement and, at Lessee's request, Lessor will join therein. The policies of insurance required to be maintained by Lessee pursuant to Subsection 6.1(a) shall (i) provide that all insurance claims shall be adjusted with Lessor and Lessee jointly, (ii) bear a standard first mortgagee endorsement, (iii) include a waiver of all rights of subrogation as hereinafter set forth, (iv) provide that fifteen (15) days prior written notice of suspension, cancellation, termination, modification, non-renewal or lapse or material change of coverage shall be given and, to the extent available at reasonable cost, that such insurance shall not be invalidated by any neglect of Lessor or Lessee, nor by any foreclosure or other proceedings or notices thereof relating to the Leased Premises or any interest therein, nor by any change in the title or ownership of the Leased Premises, nor by occupation of the Leased Premises

for purposes more hazardous than are permitted by such policy, and (v) not contain any non-standard provision relieving the insurer thereunder of liability for any loss by reason of the existence of other policies of insurance covering the Leased Premises against the peril involved, whether collectible or not. Anything herein contained to the contrary notwithstanding, Lessor and Lessee respectively each hereby waive and release all rights of indemnity against the other for any damage sustained on account of the negligence of the other, the other's tenants or subtenants, if any, or their respective licensees, agents or employees, but only to the extent that such releasing party receives indemnity therefor under its own insurance policy; provided, however, that such waiver of indemnity shall be effective only if it shall not invalidate such insurance coverage or increase the cost thereof. Each party agrees to keep the other informed of any changes in its insurance provisions with respect to the right to grant such waiver and to use its best efforts without incurring additional premiums to obtain inclusion in such party's policies of insurance of a provision authorizing such waiver.

Section 6.2 Delivery of Policies. Upon commencement of the term of this lease, Lessee shall deliver to Lessor original policies of the insurers evidencing all the insurance which is required to be maintained hereunder by Lessee, and, within 15 days prior to the expiration of any such insurance, other original policies evidencing the renewal of such insurance. All such policies shall be endorsed "premium paid".

Section 6.3 Restoration. If any of the improvements on the Leased Premises are damaged or destroyed by fire or other casualty, Lessee shall at its expense repair and restore said improvements so as to be substantially the same as prior to such damage or destruction. Lessee shall commence such repairs or restoration within thirty (30) days from the date of such fire or other casualty and shall complete said repairs or restoration within eight (8) months from said date. The dates by which Lessee is to commence and complete said repairs or restoration shall be deferred for a period equal to any delay caused by reason of labor controversy, act of God, fire or other casualty, governmental regulations or other cause beyond the reasonable control of Lessee, provided Lessee has from time to time in writing kept Lessor fully advised of such delays and the cause thereof. At no time during the period of restoration shall rent abate.

Section 6.4 Use of Insurance Proceeds. All insurance proceeds received as a result of fire or other casualty shall be deposited with the Lessor and with the Lessor's mortgagee, if any, in a non-interest bearing account to be disbursed to pay for the cost of restoration from time to time as work progresses. Such disbursements shall be made only upon such showings (including contractors' statements, architects' certificates, affidavits and waivers of lien) as are customarily required by prudent lenders for

disbursement under supervised construction financing. The Lessor, the Lessor's mortgagee or Lessee shall have the right to require that such showings be examined by and approved by Chicago Title Insurance Company or similar escrow agent, the expenses incurred thereby to be deducted from the fund.

Section 6.5 Failure to Restore. If Lessee fails to commence or complete the repairs or restoration within the times and in the manner provided for in this Article 6, then Lessor may in addition to any other remedies it may have: (i) terminate this lease by notice in writing to the Lessee at any time prior to said commencement or completion, as the case may be; or (ii) perform said repairs or restoration or so much of them as it deems necessary and desirable and upon demand Lessee shall pay to Lessor a sum equal to the costs incurred by Lessor in connection therewith, together with interest at the rate of Twelve (12%) Percent per annum, from the first day following said demand on the balance remaining from time to time unpaid.

Section 6.6 Mortgage Requirements as to Insurance. In addition to the insurance called for by the preceding provisions of this Article 6, Lessee shall maintain, or cause to be maintained, at its sole cost and expense, any and all other insurance which Lessor may be obligated to provide by the terms of any mortgage heretofore or hereafter placed on the Leased Premises. Lessee agrees that all such insurance shall meet all requirements set forth in this Article 6 as to insurance required by this lease and all requirements set forth in any such mortgage as to insurance required thereby.

Section 6.7 Handling of Insurance Proceeds. Anything in this lease to the contrary notwithstanding, all insurance proceeds payable as a result of fire or other casualty shall be held, administered, and disbursed in accordance with any mortgage heretofore or hereafter placed on the Leased Premises.

Section 6.8 Right of Termination. Anything in this lease to the contrary notwithstanding, if pursuant to any such mortgage the net insurance proceeds received as a result of a fire or other casualty are not made available to be applied to the cost of repair and restoration of the improvements on the Leased Premises, then either Lessor or Lessee may terminate this lease, as of the date of the fire or other casualty, by giving written notice to the other within 30 days after the party so terminating this lease is given notice that such net insurance proceeds will not be made available to be so applied.

ARTICLE 7. EMINENT DOMAIN

Section 7.1 Total. If the entire Leased Premises is taken under the power of eminent domain, this lease shall terminate on the date Lessee is deprived of possession pursuant to such taking.

Section 7.2 Partial. If under the power of eminent domain a portion of the Leased Premises is taken which significantly affects the business of the Lessee, then in any such event Lessee may terminate this lease by giving Lessor no less than thirty (30) days notice thereof at any time after the date of such taking and before the expiration of ninety (90) days from the date Lessee is deprived of possession of such portion of the Leased Premises pursuant to such taking.

Section 7.3 Restoration. If a portion of the Leased Premises is so taken and this lease is not terminable or terminated therefor, the remainder of the Leased Premises shall be restored by Lessor as soon as possible to a building of like quality and character as existed prior to the taking.

Section 7.4 Rent Abatement. In the event of any such partial taking, all rents and other charges payable by Lessee hereunder shall be reduced from and after the date Lessee is deprived of possession of such portion of the Leased Premise as follows: Ninety (90%) percent of said rents and charges shall be allocated to the building and the land thereunder, and the remainder shall be allocated to the land area of the Leased Premises not covered by the building; said rents and charges so allocated to the building and land thereunder shall be reduced in proportion to the floor area of the building so taken; said rents and charges so allocated to the land area not covered by the building shall be reduced in proportion to such land area so taken. In addition, if any such taking results in the full suspension of operations in the Leased Premises, all rents and other charges payable by Lessee hereunder shall abate from the date of such suspension of business until the earlier of (i) the date such operations are resumed, or (ii) the date three (3) days following the completion of said restoration by Lessor.

Section 7.5 Settlement. For the purpose of this Article 7, a taking under the power of eminent domain shall include conveyances or dedications made in settlement of or in lieu of condemnation proceedings.

Section 7.6 Award. In any taking of the Leased Premises or any part thereof, whether or not this lease is terminated as in this Article provided, Lessee shall not be entitled to any portion of the award for the land or buildings or for the estate or interest of the Lessee therein, all such awards being assigned to the Lessor, but Lessee shall have the right to prove and receive

any award which may be made for condemnation of Lessee's personal property or for business interruption or moving expenses.

ARTICLE 8. INDEMNITY

Section 8.1 Lessee's Indemnity. Lessee hereby indemnifies, and shall pay, protect and hold Lessor harmless from and against all liabilities, losses, claims, demands, costs, expenses (including reasonable attorneys' fees and expenses) and judgments of any nature (herein called "Liabilities") arising, or alleged to arise, from or in connection with (a) any injury to, or the death of, any person or loss or damage to property on or about the Leased Premises or any adjoining property during the term of this lease, (b) any violation, or alleged violation, by Lessee of this lease, or (c) performance by or for Lessee of any labor or services or the furnishing of any materials or other property in respect of the Leased Premises or any part thereof, or (d) any non-payment or delayed payment of any additional rent; provided, however, that the foregoing indemnity shall not extend to any liabilities resulting from the willful misconduct or the negligence of Lessor. Lessee will resist and defend any action, suit or proceeding by counsel designated by Lessee with Lessor's approval, which approval shall not be unreasonably withheld or unduly delayed, unless such counsel is appointed by an insurance carrier who has undertaken to defend and cover Lessor. The obligations of Lessee under this Section 8.1 shall survive any termination of this lease but only with respect to events that occur prior to the expiration or earlier termination of this lease.

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ARTICLE 9. ASSIGNMENT OR SUBLETTING

Section 9.1 Lessee shall not assign its interest in the leasehold estate hereby created or sublet all or any portion or portions of the Leased Premises without the prior written consent of the Lessor to such assignment or subletting; provided, however, that upon and following any such permitted assignment or subletting the Lessee shall remain unconditionally liable and shall in no way or manner be relieved of its obligations to the Lessor, and the Lessor's successors and assigns, for the prompt payment of rent and all other payments to be made by Lessee and the full performance of all of the Lessee's covenants, conditions and agreements herein contained to be performed by the Lessee, and provided further that any permitted assignee or sublessee shall take subject to and be bound by all of the terms, provisions, restrictions and agreements contained in this lease, including those as to the permitted use which may be made of the Leased Premises. Each and every permitted assignment of interest of the leasehold estate hereby created in the Lessee or its assigns shall be likewise subject to the same terms and provisions as to the required consent of the Lessor and otherwise and the Lessee covenants and agrees that it will not make

any assignment of the leasehold estate hereby created or any interest therein or any sublease except upon the conditions above set forth.

ARTICLE 10. QUIET ENJOYMENT

Section 10.1 Quiet Enjoyment. Subject to the terms and provisions of this lease, Lessor covenants that if the Lessee shall perform all of the covenants and provisions of this lease to be performed by the Lessee, the Lessee shall peaceably and quietly occupy, have, hold and enjoy the full possession and use of the Leased Premises for the term of this lease.

ARTICLE 11. LESSOR'S REMEDIES

Section 11.1 Events of Default. Any of the following occurrences, conditions or acts shall constitute an "Event of Default" under this lease:

- (a) If Lessee shall
- (i) default in making payment when due of any amount payable by Lessee hereunder, or
 - (ii) default in the observance or performance of any other provision of this lease,
- and if such default shall continue (X) as to clause (i) above, for 5 days, or (Y) as to clause (ii) above, for 30 days, in each case after Lessor shall have given notice to Lessee specifying such default and demanding that the same be cured (unless, as to clause (ii) above, such default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such period of 30 days, in which case Lessee shall have such longer period as shall be reasonably necessary to cure the default, so long as Lessee proceeds promptly to cure the same, prosecutes the cure to completion with due diligence, and advises Lessor from time to time, upon Lessor's request, of the actions which Lessee is taking and the progress being made); or
- (b) If the Leased Premises shall be abandoned by Lessee for a period of thirty (30) consecutive days; or
- (c) If Lessee shall file a petition in bankruptcy or for reorganization or for an arrangement pursuant to the Bankruptcy Act or under any similar Federal or state law, or shall be adjudicated a bankrupt or become or be declared insolvent, or shall commit any act of bankruptcy

or in contemplation of insolvency as defined in any such law; or

- (d) If a petition or answer shall be filed proposing the adjudication of Lessee as a bankrupt or its reorganization pursuant to the Bankruptcy Act or any similar Federal or state law, and (i) Lessee shall consent to the filing thereof, or (ii) such petition or answer shall not be discharged or denied within sixty (60) days after the filing thereof; or
- (e) If a receiver, trustee or liquidator (or other similar official) of Lessee or of all or substantially all of its business or assets or of the estate or interest of Lessee in the Leased Premises shall be appointed and shall not be discharged within sixty (60) days thereafter or if Lessee shall consent to or acquiesce in such appointment; or
- (f) If the estate or interest of Lessee in the Leased Premises shall be levied upon or attached in any proceeding and such process shall not be vacated or discharged within sixty (60) days after such levy or attachment.

Section 11.2 Conditional Limitations; Remedies.

- (a) This lease and the term and estate hereby granted are subject to the limitation that whenever an Event of Default shall have happened and be continuing, Lessor shall have the right, at its election, then or thereafter while any such Event of Default shall continue and notwithstanding the fact that Lessor may have some other remedy hereunder or at law or in equity, to give Lessee written notice of Lessor's intention to terminate the term of this lease on a date specified in such notice, which shall be not less than three (3) days after the giving of such notice, and upon the date so specified, the term of this lease and the estate hereby granted shall expire and terminate with the same force and effect as if the date specified in such notice were the date hereinabove fixed for the expiration of this lease, and all rights of Lessee hereunder shall expire and terminate, and Lessee shall be liable as hereinafter in this Section 11.2 provided. If any such notice is given, Lessor shall have, on such date so specified, the right of re-entry and possession of the Leased Premises and the right to remove all persons and property therefrom and to store such property in a warehouse or elsewhere at the risk and expense, and for the account, of Lessee, provided, however, that in no event shall Lessor exercise its right of removal as to Lessee's personal property

until the expiration of fifteen (15) days following such notice of termination. Should Lessor elect to re-enter as herein provided or should Lessor take possession pursuant to legal proceedings or pursuant to any notice provided for by law, Lessor may from time to time re-let the Leased Premises or any part thereof for such term or terms and at such rental or rentals and upon such terms and conditions as Lessor may deem advisable, with the right to make alterations in and to repair the Leased Premises.

- (b) Unless this lease shall have been terminated as in this Section 11.2 provided or as permitted by law, if Lessor shall obtain possession of the Leased Premises following an Event of Default, Lessor shall have the right, without notice, to repair or alter the Leased Premises in such manner as Lessor may deem appropriate to put the same in as good order and repair as when received by Lessee, ordinary wear and tear (as defined above) and additional improvements made by Lessee excepted, and to make the same rentable, and shall have the right, at its option, to re-let all or any part of the Leased Premises, and Lessee agrees to pay to Lessor on demand all reasonable fees, commissions, costs and expenses incurred by Lessor in obtaining possession, and in taking any such action, and to pay to Lessor when due hereunder during the term of this lease, all amounts payable by Lessee hereunder, deducting any rent which Lessor shall actually receive in the meantime from any re-letting of the Leased Premises. Lessor shall have the right from time to time to begin and maintain successive legal proceedings against Lessee for the recovery of any such deficiency or damages, for which Lessee expressly agrees to remain liable, and further agrees that such liability shall survive the institution of any action to secure possession of all or a part of the Leased Premises. Lessor shall not be required to wait until the end of the term of this lease to begin any such legal proceedings. No such taking of possession of the Leased Premises by Lessor shall be construed as an election on Lessor's part to terminate this lease unless notice of such intention be given to Lessee or unless such termination be decreed by a court of competent jurisdiction.
- (c) Nothing herein contained shall be deemed to affect the right of Lessor to indemnification pursuant to Section 8.1; nor shall anything herein be deemed to affect the right of Lessor to equitable relief where such relief is appropriate.
- (d) If Lessee shall be in default in the observance or performance of any provision of this lease, and an action

shall be brought for the enforcement thereof in which it shall be determined that Lessee was in default, Lessee shall pay to Lessor all fees, costs and other expenses which may become payable as a result thereof or in connection therewith, including reasonable attorneys' fees and expenses, both at trial and on appeal, if any. If Lessor shall without fault on its part be made a party to any litigation commenced against Lessee, Lessee shall either provide Lessor with counsel satisfactory to it or pay all fees, costs and other expenses, including reasonable attorneys' fees, incurred or paid by Lessor in connection with such litigation.

- (e) Except as otherwise provided in this Section 11.2 no right or remedy herein conferred upon or reserved to Lessor is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to any other legal or equitable right or remedy given hereunder, or otherwise provided by law, or now or hereafter existing. No waiver by Lessor of any provision of this lease shall be deemed to have been made unless expressly so made in writing. Lessor shall be entitled, to the extent permitted by law, to injunctive relief in the case of the violation, or attempted or threatened violation, of any provision of this lease, or to a decree compelling observance or performance of any provision of this lease, or to any other legal or equitable remedy.

Section 11.3 Lessor's Right to Cure Default. Lessee covenants and agrees that if it shall at any time fail to pay any imposition pursuant to the provisions of Section 3.5 hereof, or to take out, pay for, maintain or deliver any of the insurance policies provided for in Section 6.1 hereof, or shall fail to make any other payment or perform any other act on its part to be made or performed as in this lease provided, then Lessor may, but shall not be obligated so to do, and without notice to or demand upon the Lessee and without waiving, or releasing the Lessee from, any obligations of the Lessee in this lease contained, pay any such imposition, effect any such insurance coverage and pay premiums therefor, and may make any other payment or perform any other act on the part of the Lessee to be made and performed as in this lease provided, in such manner and to such extent as the Lessor may deem desirable, and in exercising any such rights to pay necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorneys' fees. All sums so paid by the Lessor and all necessary and incidental costs and expenses in connection with the performance of any such act by the Lessor, together with interest thereon at the rate of twelve (12%) percent per annum from the date of the making of such expenditure by the Lessor, shall be deemed additional rent hereunder and, except as otherwise in this lease expressly provided, shall be payable to the Lessor on demand or at

the option of the Lessor may be added to any basic rent then due or thereafter becoming due under this lease, and the Lessee covenants to pay any such sum or sums with interest as aforesaid and the Lessor shall have (in addition to any other right or remedy of the Lessor) the same rights and remedies in the event of the non-payment thereof by the Lessee as in the case of default by the Lessee in the payment of the basic rent.

ARTICLE 12. HAZARDOUS MATERIALS

Section 12.1 Warranty and Agreement. Lessee represents and warrants that it has not used, generated, stored or disposed of above, in, on, under or around the Leased Premises any hazardous wastes, toxic or hazardous substances or related materials ("hazardous materials"). Further, Lessee agrees that it will not use, generate, store or dispose of, or permit the use, generation, storage or disposal of, any hazardous materials above, in, on, under and/or around the Leased Premises now or at any future time, except in accordance with applicable law. If at any time it is determined that there are any hazardous materials located above, in, on, under or around the Leased Premises which under any environmental requirement of Federal, state, or local law, statute, ordinance or regulation, or court or administrative order or decree, or private agreement ("environmental requirements") require a special handling of the use, collection, storage, treatment, removal or disposal, Lessee shall promptly take all appropriate action, at Lessee's sole expense, to comply with all such environmental requirements. In the event of a breach of the foregoing warranty or agreement, Lessee shall, among other things, save Lessor harmless from all actions and claims which may result in connection with hazardous materials.

Section 12.2 Definition of Hazardous Materials. For purposes of this lease, hazardous materials shall include, but shall not be limited to, any substance, material, or waste which is or becomes regulated by any local governmental authority, the state in which the Leased Premises are located, or the United States of America. Hazardous materials shall also include, without limitation, any material or substance which is listed in the United States Department of Transportation Hazardous Materials Table (49 CFR 172.101) as amended from time to time.

ARTICLE 13. SUBORDINATION AND ATTORNMENT

Section 13.1 Subordination and Attornment. This Lease and the rights of Lessee hereunder shall be and are subject and subordinate at all times to the lien of any mortgage or mortgages now or hereafter in force against the Leased Premises, to all advances made or hereafter to be made upon the security thereof, and to all renewals, modifications, consolidations, replacements,

and extensions thereof. Lessee, at the option of any mortgagee or any purchaser at a foreclosure sale or by virtue of a deed in lieu thereof, shall attorn to such mortgagee or purchaser in the event of a foreclosure sale or deed in lieu thereof, provided that such mortgagee or purchaser agrees that Lessee may remain in possession of the Leased Premises pursuant to this lease as long as Lessee performs its obligations hereunder. The foregoing provisions are self-operating, and no further instrument of subordination or attornment shall be required. In confirmation of such subordination or attornment, Lessee shall promptly execute and deliver such further instruments as may be requested by Lessor or by such mortgagee or purchaser. Also, Lessee hereby irrevocably appoints Lessor as attorney-in-fact for Lessee, in the case of subordination, and Lessor and such mortgagee or purchaser, or any of them, as attorney-in-fact for Lessee, in the case of attornment, with full power and authority to execute and deliver in the name of and on behalf of Lessee any such instrument of subordination or attornment, as the case may be.

ARTICLE 14. GENERAL

Section 14.1 Assignment by Lessor. Lessor shall always have the unconditional right to assign this lease or any of its rights hereunder to any third person for any use and purpose whatsoever.

Section 14.2 Lessor Access to Leased Premises. Lessor reserves the right, for himself and for others authorized by him, at any reasonable time to enter the Leased Premises from time to time to inspect the same, to take any action which Lessor is entitled hereunder to take and, during the last nine (9) months of the term, to exhibit the Leased Premises to third parties.

Section 14.3 Performance. Time is of the essence of this lease and all provisions herein relating thereto shall be strictly construed.

Section 14.4 Applicable Law. This lease shall be construed and enforced in accordance with the laws of the State in which the Leased Premises are located.

Section 14.5 Lessor's Title. The Lessor's title is and always shall be paramount to the estate of Lessee. Nothing herein contained shall empower the Lessee to do any act which shall, can or may encumber the estate of the Lessor.

Section 14.6 Notices. Notices and demands required or permitted to be given hereunder shall be given by registered or certified mail and shall be addressed, if to Lessor, at the last address to which rent is payable, and if to Lessee, at the Leased Premises, or at such other address as Lessee shall designate by

written notice to Lessor. Notices and demands shall be deemed to have been given when mailed.

Section 14.7 Holding Over. Lessee shall at the termination of this lease by lapse of time or otherwise yield up immediate possession of the Leased Premises. If it does not do so, Lessee shall pay as liquidated damages for the time such possession is withheld a sum equal to twice the basic rent prorated on a daily basis; but the foregoing shall not constitute a waiver of any right of Lessor to terminate this lease or Lessee's right to possession of the Leased Premises or any right of re-entry of Lessor. In no event shall such holding over be deemed to create a tenancy from year to year, nor shall Lessor elect to create such a tenancy.

Section 14.8 Financial Statements; Estoppel Certificate.

(a) Lessee shall deliver to Lessor:

- (i) within ninety (90) days after the end of each fiscal year, a balance sheet of Lessee as at the end of such year, and the related statements of income, retained earnings, capital surplus and changes in financial position of Lessee for such fiscal year, and certified by an officer of the Lessee; and
- (ii) promptly after any request (A) a statement, executed by Lessee's President or any Vice President, certifying the dates to which the basic and additional rent and other sums payable hereunder have been paid, that this lease is unmodified (except as specified) and in full effect, that there is no continuing Event of Default (or, if there is, specifying the nature and period of existence thereof and the action Lessee is taking or proposes to take with respect thereto), and (B) such information with respect to the Leased Premises as may reasonably be requested, with the understanding that any such statement and information may be relied upon by Lessor, its creditors or any present or prospective mortgagee or purchaser of the Leased Premises.

Section 14.9 Interpretation. All provisions hereof are to be construed as covenants and agreements as though the words importing such covenants and agreements were used in each section hereof. The necessary grammatical changes required to make the provisions of this lease apply in the plural sense where there is more than one lessor or lessee and to either corporations, associations, partnerships or individuals, males or females, shall in all instances be assumed as though in each case fully expressed. The captions of the articles and sections contained herein are for

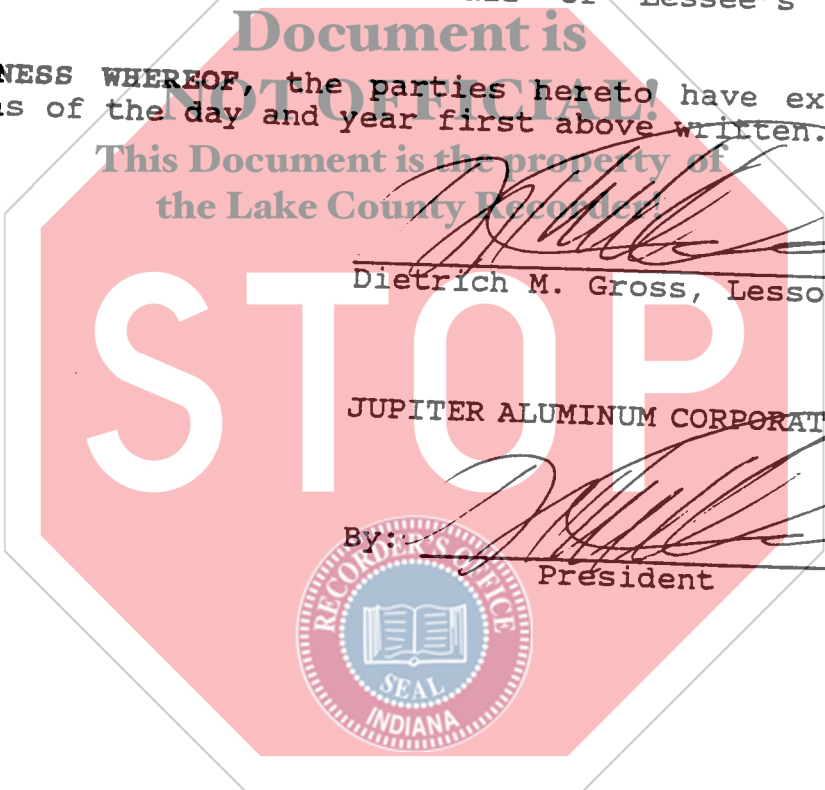
convenience only and do not define, limit, construe or describe the scope or intent of such articles or sections. If any provision of this lease shall be held invalid, the validity of the remainder of this lease shall not be affected thereby.

Section 14.10 Successors. Subject to Section 9.1, all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. No third party, other than such heirs, legal representatives, successors and assigns, shall be entitled to enforce any or all of the provisions of this lease or shall have any rights hereunder whatsoever.

Section 14.11 Security Deposit. To secure the full and faithful performance by the Lessee of all of the Lessee's obligations under this Lease, Lessee has this day deposited with Lessor the sum of Ten Thousand and No/100 Dollars (\$ 10,000.00) as a security deposit. Such sum shall be held by Lessor for the full term of this Lease; provided that Lessor may resort to such sum, or any part thereof, to cure any default hereunder by Lessee, in which event Lessee agrees to immediately restore the said deposit to its original amount. Lessor agrees to pay to Lessee interest on said deposit at the annual rate of seven percent (7%) and to return such deposit to Lessee at the expiration of this Lease and upon performance of all of Lessee's obligations hereunder.

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

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[Signature]
Dietrich M. Gross, Lessor (SEAL)

JUPITER ALUMINUM CORPORATION, Lessee

By: [Signature]
President

**CERTIFICATE OF UNANIMOUS CONSENT
OF THE BOARD OF DIRECTORS OF
JUPITER ALUMINUM CORPORATION**

May 2, 1995

The undersigned, being all of the members of the Board of Directors of JUPITER ALUMINUM CORPORATION, an Illinois Corporation (the "Corporation"), do hereby unanimously adopt the following resolutions with like force and effect as if adopted at a duly convened meeting of the Board of Directors effective this 2nd day of May, 1995, to-wit:

Lease of 1745 165th Street, Hammond, Indiana

WHEREAS, this Corporation has occupied the industrial premises commonly known as 1745 165th Street, Hammond, Indiana pursuant to a lease assigned to and assumed by this Corporation from Advanced Aluminum Corporation, which lease, by its terms, expired, following due extension thereof by the Lessor, on April 30, 1995;

WHEREAS, such real estate was purchased by Dietrich M. Gross from the former lessor of such real estate, effective as of this date; and

WHEREAS, the Corporation and Dietrich M. Gross have agreed to execute and enter into a Net Lease of the subject real estate, effective as of this date for a term expiring June 30, 1995 at a monthly net rental of \$41,790.00;

NOW, THEREFORE, BE IT RESOLVED that this Corporation execute and enter into a Net Lease of the premises known as 1745 165th Street, Hammond, Indiana, effective as of this date for a term expiring June 30, 1995 at a net monthly rental of \$41,790.00.

APPROVED by all of the members of the Board of Directors, all as of the day and year first above written.




DIETRICH M. GROSS


ERIKA GROSS

(Being all of the members of the Board of Directors)

LEASE EXTENSION AGREEMENT

This Lease Extension Agreement, made and entered into this 20th day of June, 1995, by and between DIETRICH M. GROSS (hereinafter referred to as "Lessor") and JUPITER ALUMINUM CORPORATION, an Illinois corporation (hereinafter referred to as "Lessee");

WITNESSETH:

WHEREAS, on the 2nd day of May, 1995, the Lessor and the Lessee executed a certain Net Lease whereby those premises commonly known at 1745 165th Street, Hammond, Indiana were leased by the Lessor to the Lessee for a term commencing on May 2, 1995 and expiring June 30, 1995 at a basic monthly rental of Forty-One Thousand, Seven Hundred Ninety Dollars (\$41,790.00); and

WHEREAS, the parties, by execution of this instrument, desire to evidence their agreement to extend the term of the lease for one (1) month to expire on July 31, 1995 and to increase the basic monthly rent payable for such extended term;

NOW, THEREFORE, in consideration of the mutual covenants herein made, the parties agree as follows:

1. The term of the Net Lease is hereby extended to expire on the 31st day of July, 1995.
2. The basic rent payable during the extended term is hereby increased from Forty-One Thousand, Seven Hundred Ninety Dollars (\$41,790.00) per month to Forty-Six Thousand, Seven Hundred Ninety Dollars (\$46,790.00) per month.
3. All of the remaining terms in the Net Lease shall continue in full force and effect during such extended term.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Lease Extension Agreement all the day and year first above written.



JUPITER ALUMINUM CORPORATION (Lessee)

By: _____

Dietrich M. Gross, President

Dietrich M. Gross (Lessor)

SECOND LEASE EXTENSION AGREEMENT

This Second Lease Extension Agreement, made and entered into this 31th day of July, 1995, by and between DIETRICH M. GROSS (herein-after referred to as "Lessor") and JUPITER ALUMINUM CORPORATION, an Illinois corporation (hereinafter referred to as "Lessee");

WITNESSETH:

WHEREAS, on the 2nd day of May, 1995, the Lessor and the Lessee executed a certain Net Lease whereby those premises commonly known at 1745 165th Street, Hammond, Indiana were leased by the Lessor to the Lessee for a term commencing on May 2, 1995 and expiring June 30, 1995; and

WHEREAS, on the 20th day of June, 1995, the parties entered into a Lease Extension Agreement extending the term of the lease to expire on July 31, 1995; and

WHEREAS, the parties, by execution of this instrument, desire to evidence their agreement to again extend the term of the lease to expire on September 5, 1995;

NOW, THEREFORE, in consideration of the mutual covenants herein made, the parties agree as follows:

1. The term of the Net Lease is hereby extended to expire on September 5, 1995.
2. All of the remaining terms in the Net Lease shall continue in full force and effect during such extended term.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Second Lease Extension Agreement all the day and year first above written.

JUPITER ALUMINUM CORPORATION (Lessee)

By: _____
Dietrich M. Gross, President

Dietrich M. Gross (Lessor)