

72

**Griffland Plaza, LLC
Griffith, IN**

Store Lease

2007 04 5550

STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2007 JUN -7 PM 2:45

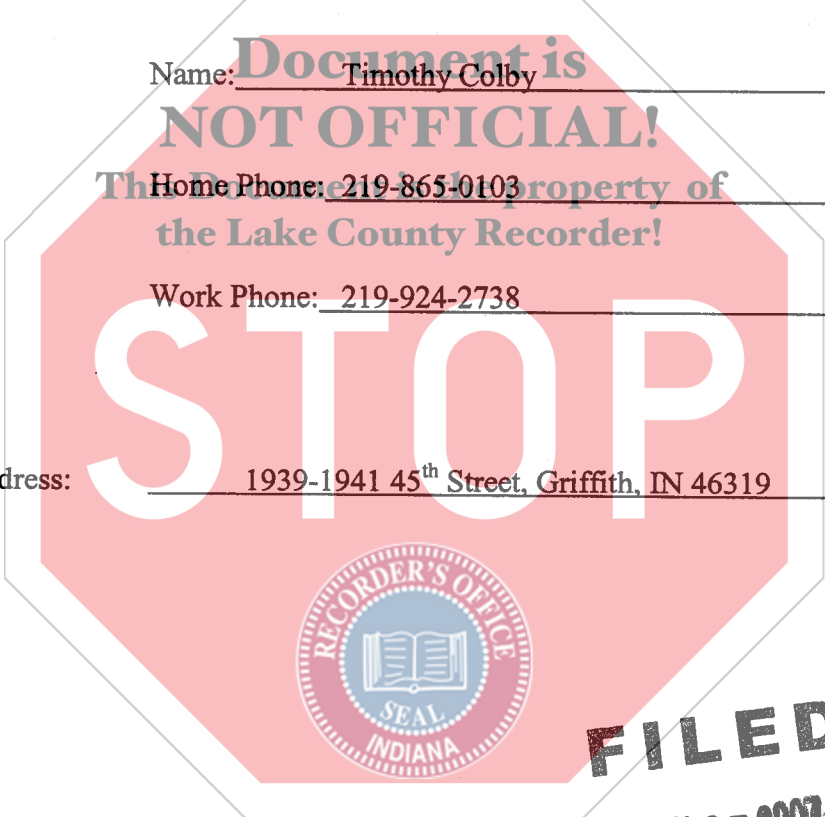
MICHAEL A. BROWN
RECORDER

Landlord: Griffland Plaza, LLC
9725 Parkway Drive
Highland, IN 46322
Phone: 219-922-9822
Fax: 219/924-9677



Tenant: Name: Timothy Colby
Home Phone: 219-865-0103
Work Phone: 219-924-2738

Leased Address: 1939-1941 45th Street, Griffith, IN 46319



FILED
JUN 07 2007

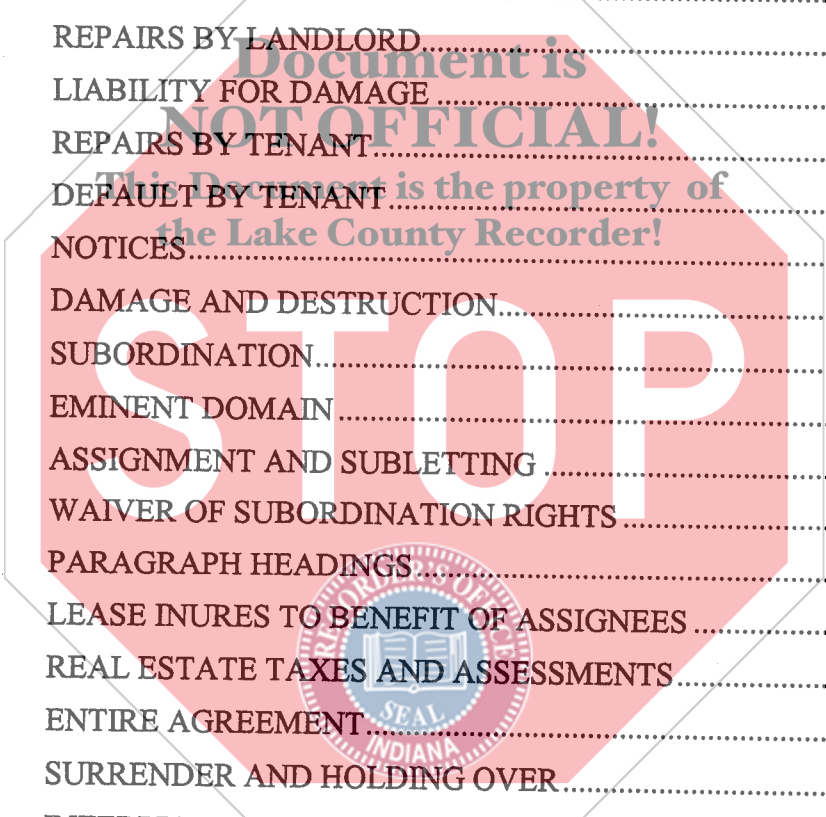
PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

58-
CS/SL

021405

TABLE OF CONTENTS

ARTICLE 1	BASIC LEASE	1
ARTICLE 2	GRANTING CLAUSE	2
ARTICLE 3	DELIVERY AND ACCEPTANCE OF LEASES PREMISES.....	2
ARTICLE 4	RENT	3
ARTICLE 5	SECURITY DEPOSIT.....	3
ARTICLE 6	COMMON AREAS AND FACILITIES	4
ARTICLE 7	USE AND CARE OF LEASED PREMISES	4
ARTICLE 8	OPERATION OF BUSINESS.....	6
ARTICLE 9	UTILITY SERVICES AND CHARGES.....	8
ARTICLE 10	ALTERATIONS OR IMPROVEMENTS BY TENANT	8
ARTICLE 11	REMOVAL OF IMPROVEMENTS	8
ARTICLE 12	ACCESS TO LEASED PREMISES.....	9
ARTICLE 13	REPAIRS BY LANDLORD.....	9
ARTICLE 14	LIABILITY FOR DAMAGE	10
ARTICLE 15	REPAIRS BY TENANT.....	10
ARTICLE 16	DEFAULT BY TENANT	10
ARTICLE 17	NOTICES.....	12
ARTICLE 18	DAMAGE AND DESTRUCTION.....	12
ARTICLE 19	SUBORDINATION.....	13
ARTICLE 20	EMINENT DOMAIN	13
ARTICLE 21	ASSIGNMENT AND SUBLETTING	14
ARTICLE 22	WAIVER OF SUBORDINATION RIGHTS	15
ARTICLE 23	PARAGRAPH HEADINGS.....	16
ARTICLE 24	LEASE INURES TO BENEFIT OF ASSIGNEES	16
ARTICLE 25	REAL ESTATE TAXES AND ASSESSMENTS.....	16
ARTICLE 26	ENTIRE AGREEMENT.....	16
ARTICLE 27	SURRENDER AND HOLDING OVER.....	17
ARTICLE 28	INTERPRETATION.....	17
ARTICLE 29	EXCEPTIONS TO DEMISE.....	17
ARTICLE 30	WATER METER.....	17



ARTICLE 31 DELINQUENT RENT PAYMENTS 17
ARTICLE 32 RELATIONSHIP OF THE PARTIES 18
ARTICLE 33 APPLICABLE LAW AND CONSTRUCTION..... 18
ARTICLE 34 HEATING AND AIR CONDITIONING 18
ARTICLE 35 APPROVAL OF LANDLORD 18



LEASE

This Lease is entered into this 12 day of April, 2006, by and between the Landlord and the Tenant hereinafter named: Timothy Colby

ARTICLE 1
BASIC LEASE

Basic Lease Provisions

- (a) Date: April 12, 2006
- (b) Landlord: Meyers Griffith Properties, LLC
- (c) Address of Landlord: 9725 Parkway Drive
Highland, IN 46322 Ph: 219-922-9822
- (d) Tenant: Timothy Colby DDS
- (e) Address of Tenant: 1861 Fishtorn Dr
Schererville, IN 46375
- (f) Tenant's Trade Name: Colby Dental
- (g) Store Number: 1939-41 45th Street, Griffith, IN
- (h) Approximate Store Size: 1830 Square Feet
- (i) Lease Term: Three (3) Years
- (j) Date of Delivery of Lease Premises to Tenant: January 5, 2001
- (k) Rent: First Year (5/1/06-4/30/07): \$2,592.50 per month
Second Year (5/1/07-4/30/08): \$2,722.13 per month
Third Year (5/1/08-4/30/09): \$2,858.23 per month
- Water: See page 17, article 30

Tenant Initials TC

- (l) Permitted Business Use: Family Dental Practice
- (m) Guarantor: Timothy Colby
- (n) Security Deposit: \$3,660.00

ARTICLE 2

GRANTING CLAUSE

In consideration of the obligation of Tenant to pay rent as provided in Section 1.1(k), and in consideration of the terms, covenants, and conditions hereof, Landlord hereby demises and leases to Tenant, and Tenant hereby takes from Landlord, the Leased Premises as described in Section 1.1(g), TO HAVE AND TO HOLD said Leased Premises for the Lease term specified in Section 1.1(i), all upon the terms and conditions set forth in this Lease. Landlord further agrees that if the Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the continuance of this Lease, have peaceful and quiet possession of the Leased Premises.

ARTICLE 3

DELIVERY AND ACCEPTANCE OF LEASED PREMISES

Section 3.1 Tenant covenants and agrees that it (i) is presently occupying the Leased Premises leased hereunder and (ii) has examined and knows the conditions of the Leased Premises. Tenant acknowledges that neither the Landlord nor Landlord's agent have made any representations as to the condition hereof or as to the state of repair thereof.

Section 3.2 Under no circumstances shall Landlord be liable to Tenant for damages or otherwise for delay in delivering the Leased Premises to Tenant occasioned by the holding over or retention of possession by a prior tenant or for any other reason. The Leased Premises shall be delivered to Tenant and Tenant shall accept the same in an "as is" condition.

Section 3.3 Landlord and Tenant each agree that contemporaneously with the execution of the Lease, they shall execute a Memorandum of Lease which shall be recorded in

Tenant Initials TC

the office of the Recorder of Lake County, Indiana contained the basic provisions of this agreement, including the name or the parties, the term of the Lease, and the description of the Leased Premises.

ARTICLE 4

RENT

Section 4.1 Rental shall accrue hereunder from the commencement date of the term of the Lease, as specified in Section 1.1(i), and shall be payable to the Landlord at the address specified in Section 1.1(c) above, or at such other place as the Landlord may from time to time designate in writing to Tenant.

Section 4.2 Tenant shall pay to Landlord the rental in monthly installments, in advance, in the amounts specified in Section 1.1(k) above. The initial or first such monthly installments shall be due and payable on the first day of the Lease term, and all subsequent monthly installments shall be due and payable on the first day of each succeeding calendar month during the Lease term.

ARTICLE 5

SECURITY DEPOSIT

Section 5.1 Concurrently with the Tenant's execution of this Lease, Tenant has deposited with Landlord the sum of Three Thousand Six Hundred Sixty and 00/100 (\$3,660.00) Dollars. Said sum shall be held by the Landlord as security for the faithful performance by Tenant of all of the terms, covenants and conditions of this Lease to be kept and performed by Tenant during the term of this Lease. If Tenant defaults with respect to any provision of this Lease including, but not limited, to the provision relating to the payment of rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant's default. If any portion or all of said security deposit is so used or applied by the Landlord, the Tenant shall, within five (5) days after written demand thereof, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep this security deposit separate from his general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by Tenant, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord's option, the last approved assignee of Tenant's interest hereunder) within forty-five (45) days following expiration of this Lease. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer said deposit to Landlord's successor in interest.

Tenant Initials:

ARTICLE 6

COMMON AREAS AND FACILITIES

Section 6.1 The term "Common Area" is defined for all purposes of this Lease to be that part of the Plaza intended for the common use of all Tenants of the Plaza including parking areas, private roadways, greenbelt areas, sidewalks and walkways. Landlord reserves the right to change from time to time the dimensions and locations of the Common Areas as well as the dimensions and type of any building in the Plaza.

Section 6.2 Landlord and Tenant's officers, employees, agents, customers and invitees shall have the non-exclusive right, in common with Landlord and all others to whom Landlord has or may hereafter grant rights to the use of the Common Areas and facilities as designated from time to time by Landlord, subject to such rules and regulations as the Landlord shall prescribe as to use, including the designation of specific areas in which vehicles owned by Tenant or Tenant's officers, employees and agents must be parked. Landlord may at any time close temporarily any part of the Common Areas to make repairs or changes, to prevent the acquisition of public rights in such area or to discourage non-customer parking, and may do such acts in and to the Common Areas as in his judgment may be desirable to improve the convenience thereof. Tenant agrees that all deliveries of goods, merchandise and materials shall be made at the rear of the Leased Premises and that no vehicles, trailers, house trailers, motor homes or other objects carrying recreational equipment shall be stored or left on the Common Areas and facilities on non-business hours, and that Tenant shall comply with all rules and regulations established by the Landlord, from time to time, as to the use of the Common Areas.

Section 6.3 Landlord shall be responsible for the operation, management, maintenance and repair of the Common Areas, including care of the greenbelt areas and snow removal, in the manner and degree of care determined by the Landlord.

Section 6.4 Landlord shall have the right to close any or all portions of the Common Areas in order to permit any alterations of existing buildings or the construction or alterations of other improvements in the Plaza. Landlord agrees to use his best efforts not to materially impede access to the Leased Premises.

ARTICLE 7

USE AND CARE OF LEASED PREMISES

Section 7.1 The Leased Premises may be used only for the purpose or purposes specified in Section 1.1(1) above, and for no other purpose without the prior written consent of Landlord. Tenant shall use in the transactions of business in the Leased Premises the trade name specified in Section 1.1(f) above.

Section 7.2 Tenant shall use and occupy the Leased Premises in a careful, safe and proper manner and shall keep the Leased Premises in a clean and safe condition in accordance with this Lease and local ordinances and the lawful directions of proper public government officers. Tenant shall cut all cardboard boxes and flatten before putting them in garbage

Tenant Initials _____



containers. Tenant must bag and seal any and all packaging material. This is a serious problem with Styrofoam packing. Any Tenant found not bagging packaging material will lose key to garbage containers and will be charged \$100 per clean-up performed by Landlord or charges Landlord incurs for same.

Section 7.3 Tenant shall not use, nor permit the Leased Premises to be used, for any purpose other than as specified herein and shall not use nor permit the Leased Premises to be used for any unlawful, disreputable or immoral purpose or in any way that will injure the reputation of the Plaza, nor permit the Leased Premises to be occupied in whole or in part by any other person, except as otherwise provided herein.

Section 7.4 Tenant agrees that it will not keep anything in or about the Leased Premises which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, or which will prevent Landlord from procuring such policies in companies acceptable to Landlord. If any act or omission by Tenant shall cause the rate of fire or other insurance on any portion of the Plaza to be increased beyond the minimum rate which would be applicable to the Leased Premises for the use for the purposes permitted under Section 1.1(1) hereof, Tenant will pay the amount of such increase promptly upon Landlord's demand.

Section 7.5 Following completion of the Leased Premises, Tenant will not change the color or type of paint, stain or other covering on any part of the exterior of the Leased Premises, or otherwise change the architectural treatment thereof, without first obtaining Landlord's written approval thereof; and Tenant will remove promptly upon notice from Landlord any paint or any such decoration or alteration of the architectural treatment which has been applied or installed without Landlord's prior written approval, or will take such other action with reference thereto as Landlord may direct.

Section 7.6 Tenant shall not permit the accumulation of rubbish, trash, garbage or other refuse in or around the Leased Premises. Tenant shall keep the loading or service areas adjacent to the Leased Premises neat, clean and free of dirt or rubbish within the Leased Premises, and shall deposit all such refuse in the containers provided for such material by the Landlord. Tenant shall not burn trash or refuse within the Plaza or burn rubbish in an incinerator unless Landlord provides for such.

Section 7.7 Tenant shall permit no waste, damage or injury to the Leased Premises and agrees to maintain and repair the interior of the Leased Premises, including painting and decorating, so as not to impede the deterioration thereof, ordinary wear and tear exempted.

Section 7.8 Tenant shall have the right to erect and maintain signs in and upon the Leased Premises that have been approved by Landlord. Tenant shall repair and maintain such signs and shall pay for all damage caused to the Leased Premises or any other portions of the Plaza caused by the erection, maintenance or removal of any such sign or signs by the Tenant.

Section 7.9 Except for the negligence of Landlord, his agents or employees, commencing on the date which the Tenant shall enter upon Leased Premises, Tenant shall indemnify Landlord and hold Landlord harmless from and against all claims, actions, demands, expenses and judgments for loss, damage or injury to property or person resulting or occurring

Tenant Initials

 TL

by reason of the construction, use, or occupancy of the Leased Premises by Tenant. If Landlord shall, without fault on his part, be made party to any litigation commenced by or against Tenant, Tenant shall protect and hold Landlord harmless and pay all costs, expenses and reasonable attorneys' fees incurred and paid by the Landlord in connection with such litigation. Tenant shall also pay all costs, expenses and reasonable attorneys' fees that may be incurred or paid by Landlord in enforcing the covenant and agreements of this Lease.

ARTICLE 8

OPERATION OF BUSINESS

Section 8.1 Tenant shall keep any electrically lighted sign on until at least 10:00 PM local time seven (7) days a week.

Section 8.2 In order to establish and preserve the character of Plaza as a high quality shopping center, Tenant shall not conduct any auction, fire, bankruptcy or close-out sales provided, however, that this provision shall not preclude the conduct of periodic seasonal, promotional or clearance sales nor be deemed to give the Landlord a right to approve or disapprove the price at which Tenant shall offer its merchandise for sale. Tenant will not utilize any unethical method of business operation. Tenant will not permit the use of any equipment or apparatus producing, reproducing or transmitting sound which is audible beyond the interior of the Leased Premises; Tenant will not cause or permit objectionable odors to emanate or be unreasonably dispelled from the Leased Premises; Tenant will not load or unload nor permit the loading or unloading of merchandise, supplies or other property through any of the doors of the Leased Premises that open to the Plaza or through any other doors, except at the rear of the Leased Premises and from the area which Landlord may designate from time to time as "Service Area."

Section 8.3 Tenant will at its sole cost: (i) keep the inside and outside of all glass in all doors and windows of the Leased Premises clean; (ii) not place or maintain any merchandise, any sign, or other thing of any kind in the entry of the Leased Premises or on the walkways adjacent thereto or elsewhere on the exterior of the Leased Premises; (iii) maintain the Leased Premises in a clean, orderly and sanitary condition and free of insects, rodents, vermin and other pests; (iv) regularly clean and when necessary, replace all floor treatment (including carpet); (v) comply with all laws and ordinances and all valid rules, regulations and requirements of all county, municipal, state, federal and other governmental authorities pertaining to Tenant's initial or future construction or installations within the Leased Premises and Tenant's use and occupancy of the Leased Premises; (vi) comply with all recommendations of any public or private agency having authority over insurance rates with respect to the use or occupancy of the Leased Premises by Tenant; (vii) install and maintain any fire extinguishing apparatus required by local regulations or the requirements of insurance underwriters; (viii) comply with all reasonable rules and regulations which Landlord may from time to time establish for the use and care of the Leased Premises, Common Areas, service areas and other facilities and buildings; (ix) not solicit business in the Common Areas, nor distribute handbills or other matter to customers nor place the same in or on automobiles in the Common Areas; (x) not park and will require its employees to refrain from parking any vehicles in the Plaza land except in such places as may be designated from time to time by Landlord for the use of Tenant and its employees; (xi) furnish to

Tenant Initials TEC

Landlord or its agent or designee, within five (5) days after request thereof, the license numbers of its own and its employees' automobiles, and if Landlord shall have so requested such numbers, will notify Landlord of any changes within five (5) days after such changes occur. Tenant authorizes Landlord to attach violation stickers or notices to and to tow away from the Plaza all such cars as are improperly parked and agrees to reimburse Landlord for the cost thereof. Tenant is responsible to pay for any damage done to the Leased Premises due to break-in or vandalism including roof, windows, doors and any other part of Leased Premises.

Section 8.4 Tenant agrees to carry at its own expense throughout the term of this Lease public liability insurance covering the Leased Premises and Tenant's use thereof, in companies in a form satisfactory to Landlord, with minimums of One Million Dollars (\$1,000,000) on account of bodily injuries to or death of more than one person as a result of any occurrence and \$250,000 (Two Hundred Fifty Thousand Dollars) coverage for property damage, and to deposit said policy or policies (or certificates thereof) with Landlord prior to the date of any use or occupancy of the Leased Premises by Tenant. Said policy or policies shall name Landlord and Tenant as insureds and shall bear endorsements to the effect that the insurer agrees to notify Landlord not less than ten (10) days in advance of any modifications or cancellation thereof. Should Tenant fail to carry such public liability insurance, Landlord may at his option (but shall not be required to do so) cause public liability insurance as aforesaid to be issued, and in such event Tenant agrees to pay premium for such insurance promptly upon Landlord's demand.

Section 8.5 Landlord agrees to pay and maintain during the term of this Lease a policy or policies insuring the building housing the Leased Premises above described. Such policies shall insure against such perils or losses as Landlord may deem appropriate, including fire, vandalism and malicious mischief, which does not include burglary. Landlord's fire coverage shall be in an amount equal to at least eighty percent (80%) of the replacement costs. Tenant shall, at its expense, during the term of this Lease, keep and maintain a policy or policies of insurance on all leasehold improvements known as Tenant Improvements within the interior of the Leased Premises. If the Landlord's costs of insurance policy or policies should increase by more than five percent (5%) in any calendar year, then Tenant agrees to pay a pro-rated share of any increase in insurance over five percent (5%) annually, based on Tenant's leased square footage. This assessment of insurance increase will be divided over the term of the Lease and shall be payable monthly.

Section 8.6 Tenant shall not permit to be created nor to remain undischarged any lien, encumbrance or charge (arising out of any work of any contractor, mechanic, laborer or materialism or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise) which might be or become a lien or encumbrance or charge upon the Leased Premises or any part thereof or the income there from, and Tenant will not suffer any other matter or thing whereby the estate, right and interest of Landlord in the Leased Premises or any part thereof might be impaired. If any lien or notice of lien on account of an alleged debt of Tenant or any notice of contract by a party engaged by Tenant or Tenant's contractor to work on the Leased Premises shall be filed against the Leased Premises or any part thereof, Tenant, within ten (10) days after notice of the filing thereof, will cause the same to be discharged of record by payment, deposit, bond, order of the Court of competent jurisdiction or otherwise. If Tenant shall fail to

Tenant Initials

JGL

cause such lien or notice of lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Landlord may, but shall not be obligated to, discharge the same either by paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings, and in any such event Landlord shall be entitled, if Landlord so elects, to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount so paid by Landlord, and all costs and expenses including attorneys' fees incurred by Landlord in connection therewith, together with interest thereon at maximum legal rate from the respective dates of Landlord's making of the payment or incurring of the cost and expense, shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord on demand. Nothing herein contained shall obligate Tenant to pay or discharge any lien created by Landlord.

ARTICLE 9

UTILITY SERVICES AND CHARGES

Section 9.1 Landlord agrees to supply and maintain all exterior facilities necessary to supply water, gas, electricity, telephone service and sewage service to the Leased Premises.

Section 9.2 Tenant shall pay for and maintain all utility facilities within the interior of the Leased Premises and pay all charges for utilities furnished to the Leased Premises, and shall hold Landlord harmless from the payment of all such charges.

Section 9.3 Tenant is responsible for all utilities beginning no later than 30 days after signing of Lease.

ARTICLE 10

ALTERATIONS OR IMPROVEMENTS BY TENANT

Following completion of its original construction, Tenant shall have the right to make such interior alterations or improvements in the Leased Premises as may be necessary and proper for the conduct of its business and for the full beneficial use of the Leased Premises permitted herein except: (a) structural alterations or improvements; (b) alterations to the heating, cooling, plumbing or electrical systems; and (c) alterations, additions or improvements to the exterior or storefront of the Leased Premises. Tenant shall promptly pay all costs, expenses and charges thereof and shall make such alterations and improvements in accordance with applicable laws and building codes and in a good workmanlike manner. Tenant shall promptly repair any damage to the Leased Premises, or the building of which the Leased Premises are a part, caused by any alterations, additions or improvements undertaken by Tenant. Tenant shall obtain and pay for its own dumpster for the disposal of materials for such improvements.

Tenant Initials TEO

ARTICLE 11

REMOVAL OF IMPROVEMENTS

Except as otherwise hereinafter provided, all trade fixtures, furniture, furnishings, signs and personal property installed in the Leased Premises by Tenant and paid for by it shall remain the property of Tenant and be removed by Tenant upon the expiration of the term of this Lease or its earlier termination, upon request of Landlord, provided (a) that any such items which are affixed to the Leased Premises and require severance, Tenant agrees to repair any damage caused by such removal and (b) that Tenant shall have fully performed all of the covenants and agreements to be performed by it under the provisions of this Lease. If Tenant fails to remove such items from the Leased Premises prior to the expiration or earlier termination of this Lease, all such trade fixtures, furniture, furnishings, signs and personal property shall become the property of Landlord. All leasehold improvements, installations and construction of walls including, but not limited to, all lighting fixtures and the entire mechanical system for security or music service, will be removed by Tenant at Tenant's cost and Tenant agrees to restore the Leased Premises to its prior condition upon request of Landlord.

ARTICLE 12

ACCESS TO LEASED PREMISES

Landlord and his authorized representatives shall have the right to enter upon the Leased Premises at all reasonable times for the purpose of inspecting or exhibiting the same to prospective purchasers, mortgagees and tenants, or for the purpose of making such additions, alterations or repairs to the Leased Premises or to any utilities, systems or equipment located in, above or under the Leased Premises as Landlord may deem necessary or desirable. Landlord shall have the right to take all materials, tools and equipment in, through or above the Leased Premises that may be required therefore, without the same constituting an actual or constructive eviction of Tenant. Landlord shall, in no event, be liable for any inconvenience, disturbance, loss of business or other damage to Tenant by reason of the performance by Landlord of any work in, upon, above or under the Leased Premises or for bringing materials, tools and equipment in, through or above the Leased Premises, nor shall the same constitute any ground for the abatement of any rents hereunder. During the last three (3) months of the term of this Lease, Landlord may place in or upon the Leased Premises the usual notice "To Rent" which notice shall not be removed, obliterated or hidden by Tenant.

ARTICLE 13

REPAIRS BY LANDLORD

Landlord shall keep and maintain the foundation, roof and structural walls for the Leased Premises (excluding temporary walls installed by Tenant in the interior of the Leased Premises), in good condition and repair except for any repairs required thereto by reason of Tenant's acts, its employees, agents, invitees, licensees or contractors. Landlord shall make necessary repairs to the Common Areas and shall keep such Common Areas reasonably lit during business hours, shall water and care for the greenbelt areas and shall keep the Common Areas reasonably clean

Tenant Initials TLC

of litter and snow during working hours. The provision of this paragraph shall not apply to the cause of damage or destruction by fire or other casualty or a taking under power of eminent domain, in which events the obligations of the Landlord shall be controlled as hereinafter provided.

ARTICLE 14

LIABILITY FOR DAMAGE

Except for the negligence of Landlord, its agent or employees, Landlord shall not be liable for any damage done or occasioned by or from the electrical system, the heating or cooling system, the plumbing and sewer systems; nor for damage occasioned by water, snow or ice being upon or coming through the roof, walls, windows, doors or otherwise, in, upon or about the Leased Premises or the building of which the Leased Premises are a part; nor for any damage arising from acts of negligence of co-tenants or other occupants of the Plaza. Landlord shall not be liable for any damage occasioned by reason of the construction of the Leased Premises or for failure to keep the Leased Premises in repair, unless Landlord is obligated to make such repairs under the terms hereof, and unless notice of the need for repairs has been given Landlord, a reasonable time has elapsed and Landlord has failed to make such repairs. In any event, Landlord shall not be liable for any damage to Tenant's stock-in-trade, trade fixtures, furniture, furnishings, floor and wall coverings, and other adornments, special equipment and all other items of personal property of Tenant resulting from fire or other hazards, regardless of the cause thereof, and Tenant hereby releases Landlord from all liability for such damage. Tenant agrees to procure a waiver of subrogation endorsement from its insurer and to furnish evidence of such waiver to Landlord upon request. If insurance for building increases more than five percent 5% in any year, Tenant shall pay prorated share based upon each Tenant's square footage.

ARTICLE 15

REPAIRS BY TENANT

Subject only to the obligations of Landlord set forth above, Tenant shall keep and maintain the Leased Premises and every part thereof in good condition any fixtures, facilities and equipment in and about the leased premises. Tenant shall repair and or replace, including but not limited to, floors, interior walls, partitions, fire protection and indoor sprinkler equipment, drains, water lines, ducts, electrical, plumbing and hot water heaters, and all broken and cracked glass in windows. All portions of the interior portion of the Leased Premises shall be painted, at Tenant's expense, as may be reasonably determined by Landlord. If Tenant refuses or neglects to commence or complete any of the obligations set forth above promptly and adequately, Landlord may, but shall not be required to do so, make and complete said maintenance, repair or replacement and Tenant shall pay the cost thereof to Landlord upon demand as additional rental. Tenant is responsible for front and back door adjustments and replacements. Doors cannot be propped open at any time.

Tenant Initials

flh

ARTICLE 16

DEFAULT BY TENANT

Section 16.1 This Lease is made upon the condition that the Tenant shall punctually and faithfully perform all of the covenants and agreements by it to be performed as herein set forth, and if any of the following events of default shall occur, to-wit: (a) any installment of Rent or any other sums required to be paid by Tenant hereunder, or any part thereof, shall at any time be in arrears and unpaid for five (5) days after written demand thereof; or (b) there be any default on the part of Tenant in the observance or performance of any of the other covenants, agreements, or conditions of this Lease on the part of Tenant to be kept and performed, and said default shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant (unless such default cannot reasonably be cured within five (5) days and Tenant shall have commenced to cure said default within said five (5) days and continues diligently to pursue the curing of the same); (c) Tenant or any guarantor of this Lease shall file a petition in bankruptcy or be adjudicated a bankrupt, or file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation, or make an assignment for the benefit of creditors; (d) any trustee, receiver or liquidator of Tenant or any guarantor of this Lease or of all or any substantial part of its properties or of the Leased Premises shall be appointed in any action, suit or proceeding by or against Tenant or any guarantor of this Lease and such proceeding or action shall not have been dismissed within 30 days after such appointment, (e) the leasehold estate hereby created shall be taken on execution or by other process of law; and (f) Tenant shall vacate or abandon the Leased Premises, then and in any of said cases, Landlord at his option may terminate this Lease and re-enter upon the Leased Premises and take possession thereof with full right to sue for and collect all sums or amounts with respect to which Tenant may then be in default and accrued up to the time of such entry, including damages to Landlord by reason of any breach or default on the part of Tenant.

Section 16.2 In addition to, but not limitation of, any of the remedies set forth in this Lease or given to Landlord by law or in equity, Landlord shall also have the right and option, in the event of any default by Tenant under this Lease and the continuance of such default after the period of notice above provided, to re-take possession of the Leased Premises from Tenant by summary proceedings or otherwise, and it is agreed that the commencement and prosecution of any action by Landlord in forcible entry and detainer, ejectment or otherwise, or any execution of any judgment or decree obtained in any action to recover possession of the Leased Premises, shall not be construed as an election to terminate this Lease unless Landlord expressly exercises his option hereinbefore provided to declare the term hereof ended, whether or not such entry or re-entry be had or taken under summary proceedings or otherwise, and shall not be deemed to have absolved or discharged Tenant from any of its obligations and liabilities for the remainder of the term of this Lease, and Tenant shall, notwithstanding such entry or re-entry, continue to be liable for the payment of the rents and the performance of the other covenants and conditions hereof and shall pay to Landlord all monthly deficits after any such re-entry in monthly installments as the amounts of such deficits from time to time are ascertained and, if in the event of any such ouster, Landlord rents or leases the Leased Premises to some other person, firm or corporation (whether for a term greater, less than or equal to the unexpired portion of the term

Tenant Initials

RY

created hereunder) for an aggregate rent during the portion of such new lease co-extensive with the term created hereunder which is less than the rent and other charges which Tenant would pay hereunder for such period, Landlord may immediately upon the making of such new lease or the creation of such new tenancy sue for and recover the difference between the aggregate rental provided for in said new lease for the portion of the term co-extensive with the term created hereunder and the rent which Tenant would pay hereunder for such period, together with any expense to which Landlord may be put for brokerage commission, placing the Leased Premises in tenantable condition or otherwise, attorneys' fees and court costs.

Section 16.3 If Tenant at any time shall fail to pay any taxes, assessments, or liens, or to make any payment or perform any act required by this Lease to be made or performed by it, Landlord, without waiving or releasing Tenant from any obligation or default under this Lease, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of Tenant. All sums paid by Landlord and all costs and expenses so incurred shall accrue interest at the rate of twelve percent (12%) from the date of payment or incurring thereof by Landlord and shall constitute additional rent payable by Tenant under this Lease and shall be paid by Tenant to Landlord upon demand. All other sums payable by Tenant to Landlord under this Lease, if not paid when due, shall accrue interest at the rate of twelve percent (12%) from their due date until paid, said interest to be so much additional rent under this Lease and shall be paid to Landlord by Tenant upon demand. All rights and remedies of Landlord herein enumerated shall be cumulative, and none shall exclude any other remedies allowed at law or in equity.

Section 16.4 If Tenant shall be in breach or default in its obligations hereunder, Landlord shall be entitled to employ an attorney to present, enforce or defend any of the Landlord's rights or legal remedies hereunder in a court of law, and Tenant agrees to pay any reasonable attorneys' fees and costs of any court incurred by Landlord in such connection.

ARTICLE 17

NOTICES

Any notice or demand from Landlord to Tenant or from Tenant to Landlord shall be in writing and shall be mailed by registered or certified mail addressed, if to Tenant, to the address of Tenant set forth in Section 1.1, or such other address as Tenant shall have last designated by notice in writing to Landlord and, if to Landlord, to the place then established for the payment of rent, or such other address as Landlord shall have last designated by notice in writing to Tenant. The customary receipt shall be conclusive evidence of such service. Notices shall be effective on the date of mailing thereof.

ARTICLE 18

DAMAGE AND DESTRUCTION

In the event the Leased Premises are damaged by any peril which is covered by Landlord's standard policies of fire and hazard coverage insurance to an extent which is less than twenty-five percent (25%) of the cost of replacement of the Leased Premises, the damage to that

Tenant Initials JLL

portion of the Leased Premises which Landlord is obligated to insure pursuant to Section 8.6 hereof shall promptly be repaired by Landlord, at Landlord's expense but, in no event shall Landlord be required to repair or replace Tenant's stock-in-trade, trade fixtures, furniture, furnishings, special equipment or other items of construction and personal property which Tenant is obligated to insure pursuant to Section 8.6 hereof. In the event of damage due to any peril not covered by Landlord's insurance, or in the event of damage, regardless of the cause and (a) the Leased Premises are damaged to the extent of twenty-five percent (25%) or more of the cost of replacement of the Leased Premises, or (b) the building of which the Leased Premises are a part is damaged to the extent of fifty percent (50%) or more of the cost of replacement, or (c) such damage occurs during the last year of the term of this Lease, Landlord may elect either to repair or rebuild the Leased Premises or the building of which the Leased Premises are a part, as the case may be, or to terminate this Lease upon giving notice of such election in writing to Tenant within ninety (90) days after the event causing the damage. If the casualty, repairing, or rebuilding shall render the Leased Premises untenable, in whole or in part, a proportionate abatement of the Rent shall be allowed from the date when the damage occurred until the date Landlord completes his repairs or rebuilding, said proportion to be computed on the basis of the relation which the gross leasable area of the space rendered untenable bears to the gross leasable areas of the Leased Premises. If Landlord is required or elects to repair the Leased Premises as herein provided, Tenant shall repair or replace its stock-in-trade, trade fixtures, furniture, furnishings, floor and wall coverings, and other adornments, special equipment and other items of construction and personal property hereof, in a manner and to at least a condition equal to that prior to its damage or destruction.

Document is NOT OFFICIAL!

ARTICLE 19

SUBORDINATION
This Document is the property of the Lake County Recorder!

Upon written request or notice by Landlord, Tenant agrees to subordinate its rights under this Lease to the lien of any mortgage that may hereafter be placed upon the Plaza real estate or any portion thereof which the Leased Premises are located, and to any advances to be made there under, and to the interest thereon, and all renewals, replacements and extensions thereof, provided the mortgagee named in said mortgage shall agree to recognize the Lease and rights therein of Tenant in the event of foreclosure if Tenant is not in default.

ARTICLE 20

EMINENT DOMAIN

Section 20.1 In the event the Plaza or any part thereof shall be taken or condemned either permanently or temporarily for any public or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, the entire compensation award therefore including, but not limited to, all damages as compensation for diminution in value of the leasehold, reversion and fee, shall belong to the Landlord without any deduction there from for any present or future estate of Tenant, and Tenant hereby assigns to Landlord all its right, title and interest to any such award. Although all damages in the event of any condemnation are to belong to the Landlord, whether such damages are awarded as compensation for diminution in value of the leasehold, reversion of fee of the Leased Premises,

Tenant Initials YGL

Tenant shall, in the event this Lease is terminated by reason thereof, have the right to claim and recover from the condemning authority, but not from Landlord, such compensation as may be separately awarded or recoverable by Tenant in Tenant's own right on account of any and all damage to Tenant's business by reason of the condemnation and for or on account of any cost or loss which Tenant might incur in removing Tenant's merchandise, furniture, fixtures, leasehold improvement and equipment.

Section 20.2 If the whole of the Leased Premises shall be taken by any public authority under the power of eminent domain, this Lease shall terminate as of the day possession shall be taken by such public authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of such amounts thereof as shall have been paid in advance for a period subsequent to the date of the taking. If less than twenty-five percent (25%) of the gross leasable area of the Leased Premises shall be so taken, this Lease shall terminate only with respect to the parts so taken as of the day possession shall be taken by such public authority, and Tenant shall pay Rent up to that day with an appropriate refund by Landlord of such rent as may have been paid in advance for a period subsequent to the date of the taking and, thereafter, the Rent shall be equitably adjusted, and Landlord shall at his expense make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remainder of the Leased Premises a complete architectural unit. If more than twenty-five percent (25%) of the gross leasable area of the Leased Premises shall be so taken, then the Lease shall terminate with respect to the part so taken from the date possession shall be so taken by such public authority, and Tenant shall pay Rent up to that date with an appropriate refund by Landlord of such amounts thereof as may have been paid in advance for a period subsequent to the date of the taking, and either party shall have the right to terminate this Lease upon notice in writing within thirty (30) days prior to such taking of possession. In the event that Tenant remains in possession, and if Landlord does not so terminate, all of the terms herein provided shall continue in effect except that the Rent shall be equitably abated, and Landlord shall make all necessary repairs or alterations to the basic building and exterior work so as to constitute the remaining premises a complete architectural unit. If more than fifty percent (50%) of the gross leasable area of the building in which the Leased Premises are located shall be so taken, Landlord may, by notice in writing to Tenant delivered on or before the day of surrendering possession to the public authority, terminate this Lease, and Rent shall be paid or refunded as of the date of termination. In the event Landlord is obligated to restore the Leased Premises to a complete architectural unit, as above provided, such work shall not exceed the scope of the work to be done by Landlord in constructing the Leased Premises, nor shall Landlord be required to spend for such work an amount in excess of the amount received by Landlord as damages for the part of the Leased Premises so taken, less any amount paid to Landlord's mortgage from such award.

ARTICLE 21

ASSIGNMENT AND SUBLETTING

Section 21.1 Tenant shall not sublet the Leased Premises or any part thereof nor assign this Lease, without in each case the prior written consent of Landlord. Any transfer of this Lease from Tenant by merger, consolidation, liquidation or otherwise by operation of law shall constitute an assignment for the purpose of this Lease and shall require the written consent of

Tenant Initials TLC

Landlord. Tenant shall not permit any business to be operated in or from the Leased Premises by any concessionaire or licensee without the prior written consent of Landlord. In the event that Tenant shall seek Landlord's permission to assign this Lease or sublet the Leased Premises, Tenant shall provide to Landlord the name, address and financial statement of the proposed assignee or sublessee and such other information concerning such proposed assignee or sublessee subletting that Tenant shall accompany such request with a certified check in the amount of Two Hundred Fifty Dollars (\$250.00) to reimburse Landlord for administrative and legal expense for the review and preparation of necessary documents. Any consent by Landlord to any assignment or subletting, or to the operation by a concessionaire or licensee, shall not constitute a waiver of the necessity for such consent to any subsequent assignment or subletting, or operation by a concessionaire or licensee. In the event that Tenant shall at any time, during the term of this Lease, sublet all or any part of said Leased Premises or assign this Lease, either with the consent of Landlord as hereinbefore provided or without the consent of Landlord, then, and in such event, it is hereby mutually agreed that Tenant shall nevertheless remain fully liable under all of the terms, covenants and conditions of this Lease. If this Lease be assigned, or if the Leased Premises or any part thereof be subleased or occupied by anybody other than Tenant, Landlord may collect from the assignee, sublessee or occupant any rent or other charges payable by Tenant under this Lease, and apply the amount collected to the rent and other charges payable by Tenant under this Lease, and apply the amount collected to the rent and other charges herein reserved, but such collection by Landlord shall not be deemed an acceptance of the assignee, sublessee or occupant as a Tenant nor a release of Tenant from performance by Tenant under this Lease.

Section 21.2 If Tenant or any guarantor of this Lease is a corporation, and if at any time during the term of this Lease the person or persons owning a majority of such corporation's voting shares shall cease to own a majority of such shares whether due to sale, assignment, operation of law or other disposition (unless due to transfer by gift or inheritance), or if any guarantor shall be dissolved, Tenant shall so notify Landlord and Landlord shall have the right, at his option, to terminate this Lease by notice to Tenant given within thirty (30) days following receipt of such notice. As used herein, the term "voting shares" shall refer to shares of stock entitled to vote for the election of directors of the corporation.

ARTICLE 22

WAIVER OF SUBROGATION RIGHTS

Whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease or anyone claiming by, through or under them in connection with the Leased Premises and (b) such party is then either covered in whole or in part by insurance with respect to such loss, cost, damage or expenses, or required under this Lease to be so insured, then the party so insured hereby releases the other party from any liability said other party may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance (or which could have been recovered, had insurance been carried as so required) and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost thereof

Tenant Initials

TGC

(provided that in the case of increased cost the other party shall have the right within thirty (30) days following written notice, to pay such increased cost thereupon keeping such release and waiver in full force and effect). If the party released from liability hereunder is the Landlord, said term "Landlord" for the purpose of this Article 22 only, shall include his agents, beneficiary or beneficiaries and their agents.

ARTICLE 23

PARAGRAPH HEADINGS

The paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of this Lease nor in any way affect this Lease.

ARTICLE 24

LEASE INURES TO BENEFIT OF ASSIGNEES

This Lease and all covenants, provisions and conditions herein contained shall inure to the benefit of and be binding upon the heirs, personal representatives, successors and assigns, respectively, of the parties hereto provided, however, that no assignment by, from through or under Tenant not in strict compliance with provisions hereof shall best in the assignee any right, title or interest whatever in this Lease or in the Leased Premises.

ARTICLE 25

REAL ESTATE TAXES AND ASSESSMENTS

Landlord shall pay when due all real estate taxes and assessments upon the real estate described in Exhibit "A," up to and including a five percent (5%) annual increase. Landlord shall not be responsible for, nor pay, any taxes assessed on personal property situated inside the Leased Premises. If the assessed value of Leased Premises should increase due to improvements installed by Tenant, then Tenant shall be responsible for pay all of such increase in taxes to building. This increase will be pro-rated over the term of the Lease on a monthly basis. Also, if the real estate taxes should increase more than five percent (5%) in any one calendar year, then each Tenant shall pay a pro-rated share of any increase over five percent (5%), based on each Tenant's leased square footage. This assessment of tax increase will be divided over the term of the Lease and payable with monthly rent.

ARTICLE 26

ENTIRE AGREEMENT

This Lease and the exhibits attached hereto, and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written between them other than are herein set forth. Except as

Tenant Initials TR

herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by them. Tenant agrees that Landlord and its agents have made no representations or promises with respect to the Leased Premises or the building or property of which the same are a part except as herein expressly set forth.

ARTICLE 27

SURRENDER AND HOLDING OVER

Tenant shall deliver upon and surrender to Landlord possession of the Leased Premises upon the expiration of the Lease, or its termination in any way, in as good condition and repair as the same shall be at the commencement of said term (damage by fire and other perils covered by standard fire and extended coverage insurance and ordinary wear and decay only excepted), and shall deliver the keys to the Landlord. Should Tenant or any party claiming under Tenant remain in possession of the Leased Premises, or any part thereof, after any termination of this Lease, no tenancy or interest in the Leased Premises shall result there from but such holding over shall be an unlawful detainer and all such parties shall be subject to immediate eviction and removal, and Tenant shall upon demand pay to Landlord, as damages, a sum equal to double the Rent as specified herein for any period during which Tenant shall hold the Leased Premises after the stipulated term of this Lease may have terminated.

ARTICLE 28

INTERPRETATION

Wherever either the word "Landlord" or "Tenant" is used in this Lease, it shall be considered as meaning "Landlords" or "Tenants" respectively, wherever the context permits or requires, and when the singular and/or neuter pronouns are used herein, the same shall be construed as including all persons and corporations designated respectively as Landlord or Tenant in the heading of this instrument wherever the context requires.

ARTICLE 29

EXCEPTIONS TO DEMISE

Notwithstanding anything to the contrary herein contained, this Lease is subject to utility easements, both recorded and unrecorded and all applicable zoning ordinances.

ARTICLE 30

WATER METER

Any Tenant occupying space that is not water metered through the Town shall pay Landlord a minimum water bill of \$25.00 per month unless a meter is installed by Landlord. Tenant agrees to pay the Landlord in monthly installments with rent check the amount of water metered using the Town rate.

Tenant Initials TGC

ARTICLE 31

DELINQUENT RENT PAYMENTS

If Tenant fails to make monthly rental payments within seven (7) calendar days after the first of each month, the Tenant will be charged a late fee of five percent (5%) of monthly rent per occurrence. Also, the Landlord, in order to reduce administration costs, may require by written notice to Tenant, as well as other rights or remedies the Landlord may have, that rentals be paid quarterly in advance instead of monthly payments and that all such future rents made shall be paid by cashier's check or money order. Any acceptance of monthly rental payment, after notice above, shall not be construed as a subsequent waiver of said rights. In addition, any non-sufficient checks returned to the Landlord will be construed as a late payment and the late fee of ten percent (10%) of monthly rent will be charged to the Tenant. Any correspondence being mailed to Tenant regarding past due rent or any other negligence act by Tenant requires Landlord to send notice via Certified Mail to Tenant and Tenant will be charged a minimum \$10.00 per certified letter/correspondence.

ARTICLE 32

RELATIONSHIP OF THE PARTIES

Nothing contained herein shall be deemed or construed by the parties hereto or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto or any other relationship, other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural and the masculine gender shall include the feminine and neuter genders.

ARTICLE 33

APPLICABLE LAW AND CONSTRUCTION

The laws of the State of Indiana shall govern the validity, performance and enforcement of the Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. The headings of the several articles and sections contained herein are for convenience only and do not define, limit or construe the contents of such articles and sections.

ARTICLE 34

HEATING AND AIR CONDITIONING

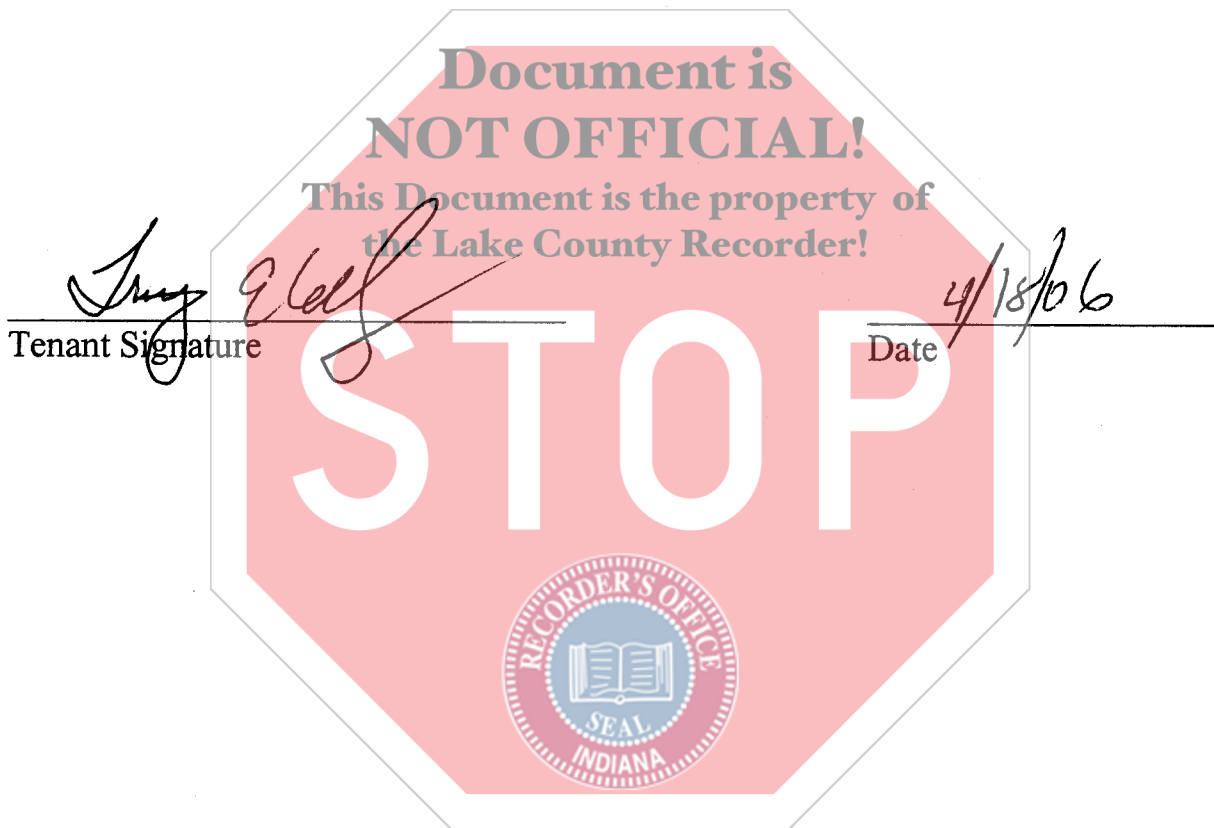
If in the event the air conditioning and/or heating units, not due to any negligence of Tenant, it's agents, or employees, need to be replaced, Landlord agrees to replace units as necessary. Tenant must use the services of Landlord's mechanical contractor for such replacement. This replacement is contingent upon Tenant providing documentation to Landlord of consistent maintenance, once a year, of the heating/air conditioning units with service provided by a certified maintenance company.

Tenant Initials

TGV

PLAZA PARKING AGREEMENT ADDENDUM

Tenant has been notified and agrees to comply with the terms of his or her lease which state that all employees and owners are required to park in **designated parking spots**. Any owner or employee found to be parking in the front parking areas and or in any non-designated parking areas will be in violation of said lease. Landlord reserves the right to have unauthorized parked vehicles towed at the owner's expense.



ARTICLE 35

APPROVAL OF LANDLORD

Tenant acknowledges that the Landlord shall have the right and privilege for a period of thirty (30) days from the date of the execution of this Lease to investigate the Tenant and may reject the Tenant, for any reason, within said period, and in such event any funds paid to the Landlord by the Tenant shall forthwith be returned to the Tenant, interest free, and both parties shall be released from any and all responsibilities with respect to this Lease.

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

LANDLORD:

Renee J Egnatz
Dennis Meyers or Renee Egnatz, agents for Landlord

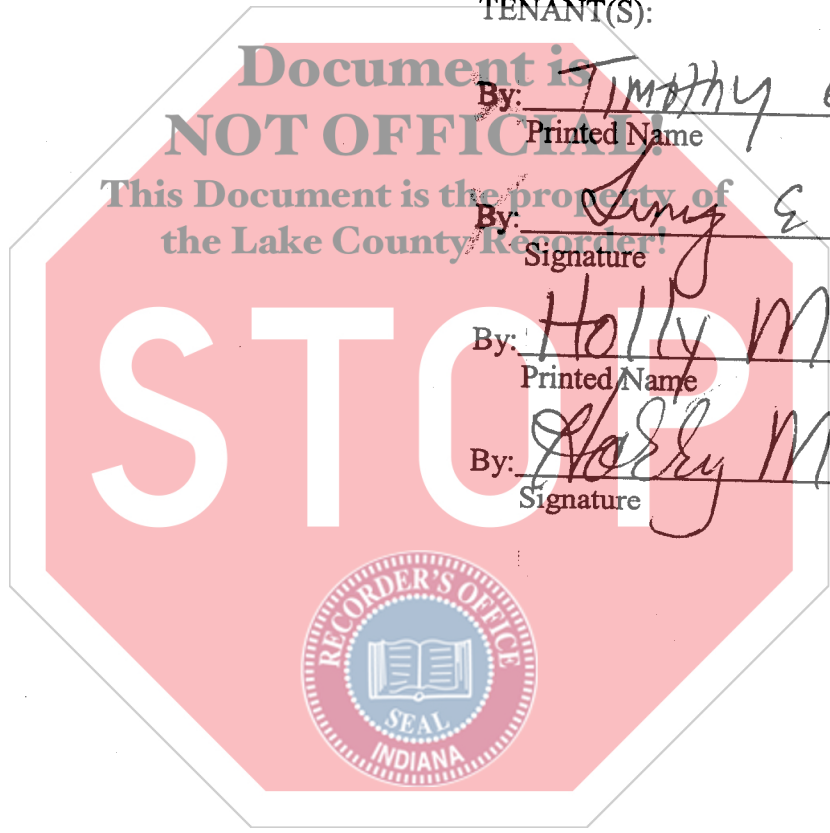
TENANT(S):

By: Timothy E. Colby
Printed Name

By: Timothy E. Colby
Signature

By: Holly M. Colby
Printed Name

By: Holly M. Colby
Signature



Tenant Initials TC

**MEYERS GRIFFITH PROPERTIES, LLC
OPERATING AGREEMENT**

Agreement made as of this day between DENNIS MEYERS and BARBARA MEYERS.

**ARTICLE I
NAME AND BUSINESS**

The parties hereby form a limited liability company under the name of MEYERS GRIFFITH PROPERTIES, LLC (the "Company"), to conduct a business of owning the following described real estate:

Lots 9, 10, 11, 12, 13 except the West 7 feet of Lot 13, Woodland Estates, Block 2, 3rd Addition to the Town of Griffith, Lake County, Indiana, as shown in Plat Book 45, page 39, and as amended by Plat of Correction recorded December 19, 1983, in Plat Book 56, page 45, and further amended by a replat of the ingress and egress recorded February 16, 1995, in Plat Book 78, page 5, in Lake County, Indiana.

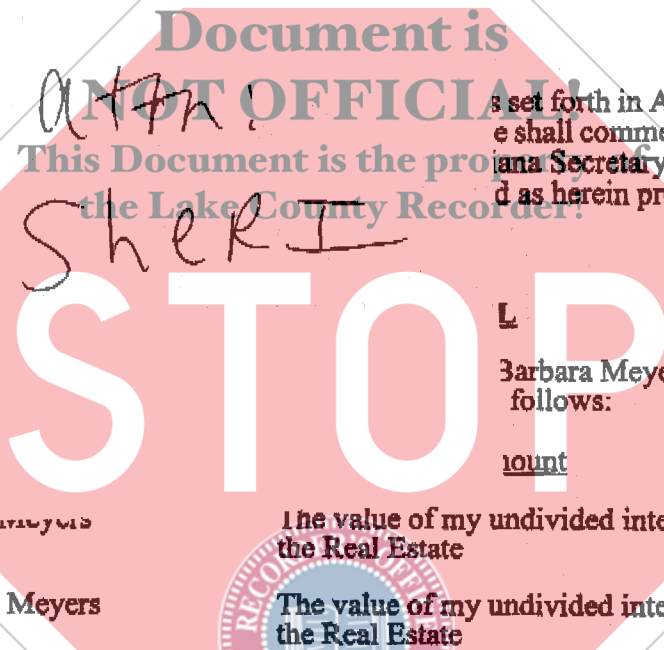
(the "Real Estate").

Notwithst
on any membersh
filing of the Com
shall continue unt

The memb
capital of the Cor

Delena 11/17/13

Barbara Meyers



s set forth in Article XIV or the date
e shall commence on the date of the
ana Secretary of State's office, and
d as herein provided.

Barbara Meyers. The initial paid in
follows:

ount

The value of my undivided interest in
the Real Estate

The value of my undivided interest in
the Real Estate

A separate capital account shall be maintained for each member. No member shall withdraw any part of that member's capital account. If the capital account of a member becomes impaired, that member's share of subsequent Company profits shall be first credited to that member's capital account until that account has been restored, before such profits are credited to that member's income account. It is further agreed that in the event loans are obtained by the Company and in the event the members are held liable for such loans, then and in that event the capital account of each member shall be equitably adjusted so as to reflect the liability incurred and discharged by each member in the event such liability exceeds the percentage of interest allocated to each member herein.

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."

PREPARED BY: [Signature] MEYERS PREMIER PROPE