


MEMORANDUM

TO: President and Members of the Redevelopment Commission

FROM: Clay Johnson, Assistant Town Manager 

MEETING

DATE: August 11, 2014

RE: **Transfer of Munster Steel Property**

As the new home for Munster Steel nears its completion, the date for exchanging the title of their current property moves closer. According to the Development Agreement, the developer shall convey the Munster Steel property to the Town, while the Town conveys the title to the Park property to the developer. Before giving the property to the developer, the Town will exclude the right-of-way and temporary/permanent easements for the 45th Grade Separation from each property's description. Through this type of transaction, the Town avoids the 6F federal right-of-way acquisition process.

Recently, the developer and Munster Steel have expressed concern and subsequently resolved the issue of taxes that may need to be paid as a result of the transfer of property. In our last meeting with the developer's attorney, it was suggested that Munster Steel simply provide the Town with the deed to the property and donate the right-of-way and necessary easements to the Town. This alternative method of swapping the land would be acceptable to INDOT and avoid the 6F right-of-way acquisition process.

However, the developer would like to delay his acceptance of the Town's property and just receive the title to Munster Steel. This is advantageous to both the Town and the developer. The Town retains land for its public use and the developer delays property taxes he may incur as a result of the transaction.

An amendment to the Development Agreement is being drafted that delays the transfer of the Park property until the Town is provided a 30 day notice from the developer. This document will also outline the new method for transferring the property. This is subject to approval by Munster Steel.

Additionally, the Town must assume the terms of the lease held by the developer for Munster Steel. As the town will be the title holder to the Munster Steel property, we then assume the terms of the developer's lease. Included in your materials are the first draft of the First Amendment to the Development Agreement and an Assignment and Assumption of Lease.

Recommendation: On Monday, final versions of the First Amendment to the Development Agreement and Assignment and Assumption of Lease will be provided. 1) Approve First Amendment to the Development Agreement and 2) Approve the Assignment and Assumption of Lease for 9505 Calumet Avenue.

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT**

This First Amendment to a Development Agreement is entered into between Centennial Village, LLC (the Developer) and the Town of Munster, Indiana; the Munster Redevelopment Commission; and the Munster Economic Development Commission all three being referred to as the Town Parties. The parties acknowledge the following:

- A. They entered into a Development Agreement on August ___, 2013.
- B. Section 6.2 of that Development Agreement provides that it may be amended in writing by the consent of the Developer and the Town Parties.
- C. The Development Site is described in Exhibit B to the Development Agreement and it consists of approximately 35 acres of land.
- D. The Development Site consists of two parcels of land. The first parcel is known as the Munster Steel Site and it consists of approximately 21 acres. The second parcel consists of approximately 14 acres, title to which is presently held by the Town Parties. These 14 acres are referred to as the Town Property and they are shown as Exhibit D in the Development Agreement.
- E. Paragraph H.3(A) on page 29 of the Development Agreement provides that within five (5) business days of completion of the new Munster Steel Co. facility the Town is to convey to the Developer the unencumbered title to all land currently owned by the Town within the Development Site subject to certain listed exclusions. This is the land referred to as the Town Property.
- F. The parties to the Development Agreement wish to delay the conveyance of the Town Property to the Developer.

Based upon the foregoing and other good and valuable consideration, receipt of which is acknowledged, the parties enter into this First Amendment to the Development Agreement and they amend the Development Agreement as follows:

1. The time of the conveyance of the Town Property shall not take place as provided for in H.3(A) of the Development Agreement.
2. The conveyance of the Town Property shall take place upon thirty (30) days' written notice by the Developer to the Town Parties.

ENTERED INTO ON August ____, 2014.

CENTENNIAL VILLAGE, LLC

By: _____
Gene Kimmel, Managing Member

TOWN OF MUNSTER, INDIANA

By: _____
Council President

ATTEST:

By: _____
Town Manager

David Shafer, Clerk-Treasurer

TOWN OF MUNSTER
REDEVELOPMENT COMMISSION

ATTEST:

By: _____
President

By: _____
Secretary

TOWN OF MUNSTER ECONOMIC
DEVELOPMENT COMMISSION

ATTEST:

By: _____
President

By: _____
Secretary

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment and Assumption of Lease is entered into between CPV Partners, LLC, Lessor and the assignor, the Town of Munster, the assignee, and Munster Steel Co., Inc., Lessee.

The parties acknowledge the following:

- A. On September 9, 2007, an agreement was entered into for the sale of the property located at 9505 Calumet Avenue, Munster, IN by Munster Steel Co., Inc. ("Munster") as Seller and Equity Asset Investors, LLC ("Equity"), as Buyer.
- B. Simultaneously, on September 9, 2007, a lease was entered into for the property located at 9505 Calumet Avenue, Munster, IN by Equity, as Lessor, and Munster, as Lessee. A copy of that lease is attached to this Assumption as Exhibit I.
- C. A First Amendment to that lease was executed on August 1, 2008. A copy of that First Amendment is attached to this Assumption as Exhibit II.
- D. Equity and CPV entered into an agreement where CPV replaced Equity as the buyer in the September 7, 2007 agreement. That agreement was amended on November 3, 2011 with CPV assuming all of the rights, obligations and liabilities of Equity as provided in the November 3, 2011 agreement and Munster agreed to such replacement and CPV assumption of all of the rights, obligations and liabilities of Equity.
- E. A Second Amendment to that lease was entered into on November 3, 2001. A copy of that Second Amendment is attached to this Assumption as Exhibit III.
- F. On September 5, 2013, Centennial Village, LLC, the Developer, entered into a Development Agreement with the Town of Munster, the Munster Development Commission, and the Munster Economic Development Commission.
- G. As the site which is the subject matter of the foregoing lease has been conveyed to the Town and because the site is subject to the existing lease it is essential that the lease be assigned to the Town.
- H. The Town accepts the lease and the lease assignment and assumes the obligations of the Lessor.

BASED UPON the foregoing, and other good and valuable consideration, it is agreed that the lease as amended is hereby assigned to the Town of Munster.

Dated this _____ day of August, 2014.

CPV Partners, LLC.

Town of Munster

By: _____

By: _____

Its: _____

Its: _____

Munster Steel Co., Inc.

By: _____

Its: _____

9/6/07

LEASE

A.

1. The Lessor leases to the Lessee the property located at 9505 Calumet Avenue, Munster, Indiana, more particularly described in Schedule A which is attached to this Lease. The Lessor agrees that so long as the Lessee has committed no default the Lessee's peaceful and quiet possession of the leased premises shall not be disturbed by the Lessor or anyone claiming through the Lessor.

2. The term of this Lease shall be as set forth in Schedule B which is attached to this Lease, unless sooner terminated as provided in this Lease.

3. The use of the leased premises shall be as set forth in Schedule C which is attached to this Lease, and any related lawful purpose. The Lessee shall not use or knowingly permit any part of the leased premises to be used for any unlawful purpose or for any purpose that will increase the rate of insurance for the premises.

4. The rent due for the leased premises shall be as set forth in Schedule D which is attached to this Lease. This rent, and any other charges or sums due under the lease are to be paid by Lessee without any set-offs or counterclaims.

B. The Lessor shall deliver and the Lessee shall accept the leased premises on an "as is" basis. The Lessee has examined and knows the condition of the premises and acknowledges that no representations as to the condition and repair have been made by Lessor, or its agent, prior to or at the execution of the Lease.

C. Through the term of this Lease, the Lessee, at its sole expense, will be responsible for all the care of the leased premises. This shall include, but not be limited to:

1. The interior and exterior walls;
2. The floors, roof and ceiling;
3. Electrical mechanical, plumbing, heating and cooling systems; and
4. Sidewalks, curbs, parking lots, signs and sign posts.

WLL JWR
RJR
9/7/2007
The Lessee shall have no obligation to make any repairs, interior and/or exterior, structural, nonstructural, ordinary and/or extraordinary, and unforeseen and/or foreseen. When used in this article, the term "repairs" shall include all replacements, renewals, alterations, additions and betterments.

The Lessee shall use reasonable efforts to maintain all portions of the leased premises in a clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstructions.

The Lessor shall not be required to furnish any services or facilities or to make any repair or alteration in or to the leased premises.

D. Notwithstanding anything in the contrary contained in this Lease; and upon seven days written notice to Lessor the Lessee may make any and all alterations, additions, and improvements, that Lessee reasonably desires in the operation of its business. Any alteration, addition, or improvement made by the Lessee shall become the property of the Lessor upon the expiration or other termination of the Lease, unless the Lessee removes such within thirty (30) days after the termination of the

Lease. In doing any work, the Lessee shall procure all necessary permits at its expense and shall employ workers and materials of good quality. The Lessee shall indemnify and hold the Lessor harmless from all liability, loss, injury, or costs, involving person or property, that arise from any work performed by or for the Lessee under this paragraph. The Lessee may display or erect any sign, lettering, or advertisement in or on the premises without the prior written consent of the Lessor, provided that it is part of the business and is professionally prepared. All existing signs are permitted to remain on the leased premises.

Lessee will not permit any mechanic's lien or other liens to be placed upon the premises or any improvements to the leased premises during the term of the Lease. If any such liens are filed the Lessee will promptly cause them to be discharged of record by payment, bond, order of a court of competent jurisdiction or otherwise. The Lessee shall have the right to contest any and all liens provided security satisfactory to Lessee is deposited with Lessor. If Lessee shall fail to contest any liens with due diligence (having secured the Lessor) or shall fail to cause each lien to be discharged within thirty (30) days after being notified of the filing and in any case, before judgment of sale, then, in addition to any other right or remedy of the Lessor, the Lessor may, but shall not be obligated to, discharge the lien by paying the amount claimed to be due or by bonding or other proceeding deemed appropriate by Lessor. The amount paid by Lessor and all costs and expenses, including reasonable attorney's fees, incurred by Lessor in procuring the

discharge of each lien, shall be deemed to be additional rent and, together with interest thereon, as provided in this Lease, shall be due and payable by Lessee to Lessor on the 30th day after the Lessee receives a statement of Lessor's out of pocket charges and expenses.

E. The Lessor shall not be required to furnish any utility service to the leased premises. The Lessee shall provide and pay for regular refuse removal. Except when due to the negligence of the Lessor, the Lessor shall not be liable for any failure of water supply, gas or electric current or of any service by any utility. The Lessee shall promptly pay all charges for steam, gas, electricity, water, light, heat, power, refuse removal, and other utility services used in or about or supplied to the leased property, and shall indemnify the Lessor against any liability on such account.

If the Lessee fails to pay for the utility or refuse charges, then the Lessor shall have the right to pay any charges for the Lessee's utility or refuse services. Any amounts so paid shall be charged to the Lessee as additional debt and rent due from the Lessee to the Lessor and shall be immediately paid to the Lessor within thirty (30) days after receipt by Lessee of Lessor's bill.

F. The Lessor, and its representatives, may enter the leased premises, at any reasonable time, for the purposes of inspecting the leased premises, exhibiting the leased premises for sale, lease, or mortgage financing, or posting notices of nonresponsibility under any mechanic's lien law.

G. The Lessee is solely responsible for procuring any licenses or permits needed to conduct its business from the premises.

H. The Lessee shall save Lessor and Lessor's beneficiaries and agents harmless and indemnified from all liability, injury, loss, cost, damage and expense (including reasonable attorney's fees) in respect of any injury to, or death of, any person, and damage to, or loss or destruction of, any property while on the premises occasioned by any act or omission of Lessee or anyone claiming by, through or under Lessee. The Lessee shall maintain public liability insurance, insuring and naming Lessor, Lessor's beneficiaries and agents and Lessee, as their interests may appear, against all claims, demands, or actions for injury to or death of any one person in an amount of not less than One Million Dollars (\$1,000,000.00) and for injury or death of more than one person in any one occurrence in an amount of not less than ~~Two~~ ^{Three} Million Dollars (~~\$2~~ ³,000,000.00) and for damage to property in an amount of not less than Five Hundred Thousand (500,000.00) with an umbrella provision of Ten Million Dollars (\$10,000,000) made by or on behalf of any persons, firm or corporation, arising from, related to, or connected with the conduct and operation of Lessee's business in the premises. JR

This insurance shall be in form and in responsible companies satisfactory to Lessor and shall provide that it will not be subject to cancellation, termination or change except after at least thirty (30) days prior written notice to Lessor. The policies or duly executed certificates (which shall evidence the

insurer's waiver of subrogation) together with satisfactory evidence of the payment of the premium, shall be deposited with Lessor on or before the date of possession of the premises to Lessee, and upon renewals of such policies, not less than ten (10) days prior to the expiration of the term of the coverage. If Lessee fails to comply with these requirements, Lessor may obtain such insurance and keep it in effect, and Lessee shall pay Lessor the premium costs upon demand. Notwithstanding anything to the contrary contained in this Lease, Lessor has seen and approved the Certificate of Insurance, a copy of which is attached in Schedule E, as complying with all of the provisions of this Lease, except for naming of the Lessor as a certificate holder.

I. The Lessor, its beneficiaries, agents and employees shall not be liable for, unless due to the fault of the Lessor, its beneficiaries, agents and employees, and to the extent permissible by state law, Lessee waives all claims for, death, damage to person or property sustained by Lessee or any person claiming through Lessee resulting from any accident or occurrence in or upon the leased premises, including, but not limited to, claims for damage resulting from:

1. Any equipment or appurtenances becoming out of repair;
 2. Injury done or occasioned by wind, water, or other natural elements;
 3. Any defect in or failure of plumbing, heating or air conditioning equipment, electric wiring, gas water, and steam pipes, stairs, porches, railings or walks;
-

4. Broken glass;
5. The backing up of any sewer pipe or downspout;
6. The bursting, leaking, or running of any tank, tub, washstand, water closet, waste pipe, drain or any other pipe or tank in, upon or about premises;
7. The escape of steam or hot water;
8. Water, snow or ice being upon or coming through the roof, skylight, trapdoor, stairs, walks, or any other place upon or near premises;
9. The falling of any fixture, plaster or stucco; and
10. Any act, omission or negligence of other persons or occupants of the premises.

J. At the termination of this Lease, whenever occurring or however caused, the Lessee shall immediately yield up and deliver possession of the leased premises to the Lessor. This delivery of possession shall include all of the fixtures and replacements installed by the Lessee, except for those which the Lessee shall, at its sole option, and expense remove. Lessor agrees to accept the leased premises at the termination of the Lease in an AS-IS WITH ALL FAULTS CONDITION, even if such condition is materially different and deteriorated from the commencement date of the Lease and even if such condition is as a result of the operations conducted on the leased premises, fire, other casualty and ordinary wear and tear.

Lessor agrees that Lessee shall have no obligation to (a) perform any maintenance; (b) make any repairs; or (c) take any actions to remediate, correct, or otherwise address any items (i) which are specified in the 6/19/07 Phase 1 (which is defined in Section 28.E.5 of the Real Estate Contract dated 7 SEPTEMBER, 2007 between the parties hereto) and/or (ii) subject to any federal, state, or local environmental laws, rules, or regulations involving the lease premises or the improvements thereon or the personal property items.

If the Lessee fails to promptly turn over possession it shall

pay liquidated damages of \$5,000.00 for each day that possession is withheld. These provisions shall not be held to be a waiver by Lessor of any right of re-entry or of any other right ~~for~~ shall the receipt of these liquidated damages operate as a waiver of the termination of the Lease by the Lessor of any other of its rights.

PAR Sub
9/7/2007
WV

K. The Lessee shall give Lessor prompt written notice of any accident, casualty, damage or other similar occurrence in or to the leased premises of which Lessee has knowledge.

L. Each party shall pay its own expenses, including reasonable attorneys fees and court costs incurred either directly or indirectly in enforcing any obligation of either party under this Lease, in curing any default as provided in this Lease and in defending or otherwise participating in any legal proceedings initiated by or on behalf of either party.

M. This Lease shall not be mortgaged, pledged, encumbered, assigned or in any manner transferred by the Lessee, voluntarily or involuntarily, by operation of law or otherwise. Notwithstanding anything to the contrary contained herein, nothing shall prevent Lessee from pledging any of its assets as collateral for any of its loans. The leased premises, or any part, may not be sublet, used or occupied for the conduct of any business by any third person or corporation, other than an affiliate of the Lessee, or for any other purpose without the prior written consent of the Lessor. Any consent by Lessor to any assignment or subletting, shall not constitute a waiver of the necessity for such consent under any subsequent assignment or

subletting. The Lessor shall not unreasonably withhold its consent.

N. In the event the leased premises are damaged by fire, explosion or any other casualty to any extent which prohibits Lessee, as determined by the Lessee from conducting its business operations, the Lessee may terminate the lease on 5 days notice to the Lessee.

O. Neither the Lessor nor the Lessee shall be obligated to insure the improvements on the leased premises. Lessee may insure its equipment and property that is located on the leased premises. The Lessor shall have no duty to replace, rebuild, or restore any of the buildings on the leased property.

All insurance provided for in this Lease shall be affected under enforceable policies issued by insurers of recognized responsibility licensed to do business in this state. The policies shall be deposited with the Lessor prior to the beginning of the Lease term. At least thirty (30) days prior to the expiration date of any policy, the original renewal policy for such insurance shall be delivered by the Lessee to the Lessor. Within 5 business days prior to the day the premium on any policy shall become due and payable, the Lessor shall be furnished with satisfactory evidence of its payment. Lessee shall use its reasonable best efforts to cause the policies to provide that they may not be cancelled or changed without at least thirty (30) days' written notice to the Lessor. In the event that Lessee shall not cause the policies to contain such a provision, such event shall not be deemed a breach of the Lease.

Notwithstanding anything to the contrary contained in the Lease Lessor has seen and approved a certificate of insurance and agrees that such meets the requirements of the Lease.

In the event that the Lessee shall fail to deliver to the Lessor the policies of insurance or the certificate of renewal, the Lessor may cause the insurance to be issued. Bills for the premiums shall be rendered by the Lessor to the Lessee at such times as the Lessor may elect, and shall be due from and payable by the Lessee when rendered and the amount shall be deemed to be, and paid as, additional rent.

P. After notice of default given by Lessor to Lessee, specifying in reasonable detail the alleged default, and after Lessee has failed to cure the alleged default within the right to cure time periods provided herein. the Lessor may terminate this Lease if any default continues:

1. In case of nonpayment of rent or the nonpayment of any other charges or payments provided for in this Lease for more than seven (7) days after receipt by Lessee of written notice by the Lessor to the Lessee.

2. In any other case, if the default is not cured within a reasonable time, or reasonable steps to commence to cure have not been started within twenty one (21) days after receipt by Lessee of a written notice of default by the Lessor to the Lessee.

The Lessor may also terminate this Lease upon the happening of any of the following events:

1. If Lessee makes any assignment for the benefit of creditors, commits any act of bankruptcy or files a petition under any bankruptcy or insolvency law, or if such a petition filed against Lessee is not dismissed within ninety

(90) days.

2. If a receiver or similar officers becomes entitled to this leasehold and they are not discharged within sixty (60).

3. If Lessee's interest in this Lease is taken on execution or other process of law in any action against Lessee and the appeal period has expired.

4. If the premises are levied upon by any revenue officer, and Lessee does not place a bond in such amount to satisfy the levy within thirty (30) days of the levy being imposed.

5. If Lessee does, or permits to be done, any act which creates a mechanic's lien or claim therefor or other lien against the land or building of which the premises are a part and Lessee does not cure, insure over or otherwise satisfy the lien in question within thirty (30) days.

6. Upon abandonment of the leased premises by the Lessee.

Upon termination of the Lease and if Lessee fails to remove its property within thirty (30) days thereafter, then such property shall be the sole property of the Lessor. Lessee shall have no obligation to leave the leased premises in a "broom clean" condition. Upon the happening of any one or more of the above mentioned events Lessor may repossess the premises by forcible entry or detainer suit, or otherwise, without demand or notice of any kind to Lessee (except as expressly provided for above).

~~These rights and remedies shall not be considered as~~
exclusive of any other right or remedy of Lessor, but shall be construed as cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. Notwithstanding anything to the contrary contained in this

Lease, Lessor shall not be entitled to any damages of any kind whatsoever, including but not limited to direct, indirect, or consequential, that involve the condition of the leased premises since Lessor is accepting the leased premises AS - IS WITH ALL FAULTS. _During the thirty (30) day removal period the Lessee shall keep enforce all insurance called for under this Lease and shall continue to pay all utility, refuse, and other charges to be paid by Lessee under this Lease.

Q. Lessor may, but shall not be obligated to cure at any time, without notice, any default by Lessee under this Lease after the expiration of any right to cure, at Lessor's expense. All sums so advanced shall be additional rent payable with the next installment of rent due, with interest from the date of any such advance to the date of repayment at a rate of interest determined by any Indiana law. Notwithstanding anything to the contrary to this Lease, Lessor shall take all reasonable steps to mitigate its damages.

R. No consent or waiver, expressed or implied, by either party to or of any breach of any covenant, condition or duty of the other party shall be construed as a consent or waiver to or of any other breach of the same or any other covenants, condition or duty.

S. Whenever any loss, costs, damage, or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease in connection with the premises, and that party is then covered in whole or in part by insurance with respect to that loss, costs, damage or expense, then the party so insured releases the other party from any liability it may have on account of such loss, costs, damage or

expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person or account thereof. However, this release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate the insurance coverage.

T. Except as provided below, each of the parties warrant that they have had no dealings with any broker or agent in connection with this Lease and they agree to hold each other harmless and indemnify each other from any and all responsibility or costs (including reasonable attorney's fees) expenses or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease. Notwithstanding anything to the contrary contained in this Lease, Lessee has advised Lessor CB Richard Ellis represents the Lessee regarding the sale of the leased premises.

U. At any time and from time to time, Lessee agrees, upon request in writing from Lessor to execute, acknowledge and deliver to Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that it is in full force and effect as modified and stating the modifications) the dates to which the rent, and other charges have been paid, and making such other accurate certifications as Lessor or Lessor's mortgagee may require.

V.

1. ~~The laws of Indiana shall govern this Lease.~~

2. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

3. Whenever the singular number is used in this Lease, it shall include the plural. The masculine gender shall

include the feminine and neuter genders.

4. Whenever a period of time is provided in this Lease for Lessor to do or perform any act or thing, Lessor shall not be liable or responsible for any delays due to strikes, lockouts, casualties, acts of God, war, governmental regulation or control or other causes beyond the reasonable control of the Lessor, and in any such event said time period shall be extended for the amount of time Lessor is so delayed.

W.

1. The submission of this document for examination and negotiation does not constitute an offer to lease, or a reservation of, or option for, the leased premises. This document becomes effective and binding only upon the execution and delivery by Lessor and by Lessee. All negotiations, considerations, representations and understandings between Lessor and Lessee are incorporated in this Lease and it may be modified or altered only by agreement in writing between Lessor and Lessee. No act or omission of any employee or other agent of Lessor shall alter, change or modify any of the provisions of this Lease.

2. Nothing in this Lease shall be deemed or construed by the parties nor by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties of any other relationship, ~~other than the relationship of Landlord and Tenant.~~

3. The covenants, agreements and obligations of this Lease, except as otherwise specifically provided, shall extend to, bind and inure to the benefit of, the parties and their respective personal representatives, heirs, successors, and

assigns. Lessor at any time and from time to time, may make an assignment of its interest in this Lease and, in the event of such assignment and the assumption by the assignee of the covenants and agreements to be performed by Lessor, Lessor and its successors and assigns (other than the assignee of this Lease) shall be released from any and all liability under this Lease, provided that the Lessee approves (which approval shall not be unreasonably withheld), in its sole discretion, in writing that the assignee and the terms of the assignment are acceptable to Lessee.

X. Any notices or consents required to be given by or on behalf of either party upon the other shall be in writing and shall be given by mailing such notices or consents by Certified Mail or overnight courier (e.g., Federal Express or UPS) addressed as follows:

1. Lessor - Equity Asset Investors, LLC.

631 Killarney Drive

Dyer, IN 46311

with a copy to:

James E. Molenaar

3546 Ridge Road

Lansing, IL 60438

2. Lessee - Munster Steel Co., Inc.

9505 Calumet Avenue

~~Munster, IN 46321~~

with a copy to: BryceDowney, LLC

Attn: Geoffrey Bryce

And Robert Bramlette

200 North LaSalle Street, #2700

Chicago, IL 60601

Y. This lease may be terminated by Lessee on seven (7) days written notice to Lessor.

If either party wishes to change its address for notice purposes it shall follow this paragraph in the giving of notice for a change of address.

Date: September 9, 2007

Date: September 7, 2007

Equity Asset Investors, LLC
by: [Signature]

Munster Steel Co. Inc.
By: [Signature]
Jeanne Robbins, President

Schedule A

Munster Steel Facility, 9505 Calumet Avenue, Munster, Indiana
46321

Schedule B

The lease term is through December 31, 2008. However, Lessee has the right to terminate this Lease on seven (7) days written notice to the Lessor.

Schedule C

The premises may be used by Lessee for any purpose consistent with its business operation at the premise.

Schedule D

The rent shall be \$1.00 per month. There shall be no security deposit.

Schedule E
Insurance Certificate

FIRST AMENDMENT TO LEASE

This is a First Amendment to a Lease between Equity Assets Investors, LLC, as Lessor, and Munster Steel Co., Inc., as Lessee.

The parties agree as follows:

- A. If there are any conflicts between the Lease and the First Amendment, then the terms of the First Amendment shall control.
- B. Schedule B of the original Lease is deleted. A new Schedule B is inserted as follows:

Schedule B. The lease term is for a period of six (6) months after the closing of the sale of 9505 Calumet Avenue, Munster, Indiana by Munster Steel Co., Inc. to Equity Assets Investors, LLC.

Dated: 01/1/08

Munster Steel Co., Inc.

By: [Signature]

Its: President

Equity Assets Investors, LLC

By: [Signature]

Its: Principal

11/3/11

SECOND AMENDMENT TO LEASE

This Second Amendment to Lease ("Second Amendment") is entered into as of November 3, 2011 between Munster Steel Co., Inc., an Indiana corporation, 9505 Calumet Avenue, Munster, Indiana 46321 ("Munster" or "Lessee"), Equity Asset Investors, LLC, 631 Killarney Drive, Dyer, Indiana 46311 ("Equity" or "Lessor"), and CPV Partners, LLC, an Indiana limited liability company, 3546 Ridge Road, Lansing, Illinois 60438 ("CPV" or "Lessor").

WHEREAS, Equity and Munster entered into a Real Estate Contract dated as of September 7, 2007, which was amended as of July 4, 2008 involving the sale and purchase of the property located at 9505 Calumet Avenue, Munster, Indiana (collectively, "9/7/07 Agreement");

WHEREAS, Equity and CPV have entered into an agreement whereby CPV replaced Equity as the Buyer in the 9/7/07 Agreement and that Agreement being amended as of November 3, 2011, and CPV has assumed all of the rights, obligations and liabilities of Equity as provided in the November 3, 2011 Agreement, and Munster has agreed to such replacement and CPV's assumption of all of the rights, obligations and liabilities of Equity as provided in the November 3, 2011 Agreement;

WHEREAS, Equity, CPV, and Munster have amended the 9/7/07 Agreement as of November 3, 2011, a copy of said agreement is attached hereto as Exhibit A;

WHEREAS, Equity, CPV, and Munster hereby agree that CPV shall be added as a party to the 9/7/07 Lease with the same rights, obligations and liabilities as Equity as of the date of this Second Amendment;

WHEREAS, CPV and Munster have entered into an agreement for the sale and purchase of the improved premises located at Huehn Street, Hammond, Indiana, which is dated as of November 3, 2011;

NOW THEREFORE, the parties hereby amend the 9/7/07 Lease as follows:

1. Schedule B of the Lease, which was amended as of 8/1/08 is hereby deleted. A new Schedule B is inserted as follows:

Schedule B. The lease term is for a period of five (5) months commencing on the date of the closing of the sale of 9505 Calumet Avenue, Munster, Indiana by Munster or its assigns to CPV or its assigns.

Extension Option. Munster shall have one (1) option to extend the Lease for three (3) months. The monthly rent shall be \$15,000 per month, and it shall be due on the same day of each month as the day of Closing. Munster may

terminate the lease Extension at any time by giving CPV seven (7) days prior written notice. In such event, the rent for the month shall be prorated on a daily basis (e.g., the daily rent for a 30 day month shall be \$500/day.), and CPV shall return the excess rent to Munster within five (5) business days after the date of termination.

2. Paragraph T of the Lease is hereby deleted. A new Paragraph T is inserted as follows:

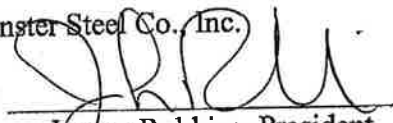
T. Each of the parties warrants that they have had no dealings with any broker or agent in connection with this Lease and they agree to hold each other harmless from any and all responsibility or costs (including reasonable attorney's fees) expenses or liability for any compensation, commissions and charges claimed by any broker or agent with respect to this Lease.

3. If there are any conflicts between the 9/7/07 Lease and this Second Amendment, then the terms of the Second Amendment shall control.

Agreed:

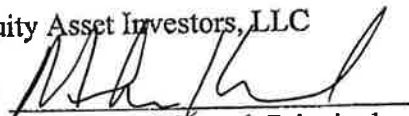
Munster Steel Co., Inc.

By:


Jeanne Robbins, President

Equity Asset Investors, LLC

By:


Matthew Kimmel, Principal

CPV Partners, LLC

By:


Gene Kimmel, Managing Member