ATC Associates Inc. — **Record of Verbal Communication**

Date: 12/20/99	Time:	Initiated by: (Phone) Visit Other	
Person Contacted: Elkhart Fire Dept.			
Telephone # (219) 293-8931		Fax #	
Project Name:		Project #	

Dennis Mann - gave site addresses
- call back later today for file review information.

checked files to the best of his ability - all addresses - NO hazmat incidents or spills.

UST info not available (new computers)
- call back on Wed. AM - he may get info by then.

12/22 all of the addresses - NO USTs on this list
USTs w/ a couple blocks, but NONE @ our facilities

ATC Contact Signature:

ATC Associates Inc.		Record of Verbal Communication
Date: 12/22/99	Time:	Initiated by: Phone Visit Other
Person Contacted: Mark Selley - ECHD		
Telephone # (219) 875-3391		Fax #
Project Name:		Project #

Completed records request
not a lot to look at.

Wagner & S. 14th Street - not much

Pattack (Groundwater ordinance

do inspections on Haz material Storage areas.

Other sites all w/ 1/10th mile

uncontrolled * 2 files for gw contamination - (not incoming ...
* plus 4 spills in that area - usually spec -
* any inspection ... Northwest laminated + Mobile ...
custom ...
→ Cooper in Lisbon

4/1/97 28075 fulchrose - 100-gal used fuel - ...

9/1/92 SR19/US33 spill of unknown subst - North
1900 W Lisbon - Indiana Foam

'87 - toluene di-isocyanate ≈100-200 gallons

5/4/91 1900 W Lisbon - flexible foam - 80 gal diesel
No ... contaminations (...)

will fax inspection sheets (has to clear ...

ATC Contact Signature:

ATC Associates Inc.		Record of Verbal Communication
Date: 12/20/99	Time:	Initiated by: Phone Visit Other
Person Contacted: Idem & US EPA		
Telephone #		Fax #
Project Name: Conrail NPL (Patrick)		Project #

12/20/99

Maxine Gibson → secretary - Superfund
- project manager for Conrail = Kevin Herron (Idem)
won't be back to the first of the year

Brad Bradley → USEPA - (312) 886-4742

NPL: type of constituents; Responsible party; gw flow direction (original source) maps?

12/23 *1 Conrail NPL large plume bound to
N. by St. Joseph River, E. by Naggaman St.,
S. by Railyard

- not much contamination below RR

*2 Gemeinhardt - plume of Chlorinated solvent,
- over drinking water standard
- could impact W. Usher Sites

ATC Contact Signature:

APPENDIX D

HISTORICAL DOCUMENTATION

Environmental Data Resources, Inc.
an edr company

"Linking Technology with Tradition"

Sanborn™ Map Report

Ship to: Juliet Port
ATC Associates Inc.
5150 East 65th Street
Indianapolis, IN 46220

1242589DPD 317-849-4990

Order Date: 11/22/1999 **Completion Date:** 11/23/1999
Inquiry #: 436140.2S
P.O. #: 86.14217.0002 Tasks
Site Name: Corporate East / Patrick Paint
Address: 1800 S. 14th Street
City/State: Elkhart, IN 46516
Cross Streets:

Based on client-supplied information, fire insurance maps for the following years were identified

1910 - 1 - map
1917 - 1 - map
1927 - 1 - map
1950 - 1 - map
1968 - 1 - map

Total Maps: 5

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Electronic Sanborn Map Images
USER'S GUIDE

Thank you for your interest in electronic Sanborn Map images. The following are guidelines for accessing the images and for transferring them to your system. If you have any questions about the use of electronic Sanborn Map images, contact your EDR Account Executive at 1-800-352-0050.

Organization of Electronic Sanborn Image File

- First Page — Sanborn Map Report, listing years of coverage
- Second Page — Electronic Sanborn Map Images USER'S GUIDE
- Third Page — Oldest Sanborn Map Image
- Last Page — Most recent Sanborn Map Image

Navigating the Electronic Sanborn Image File

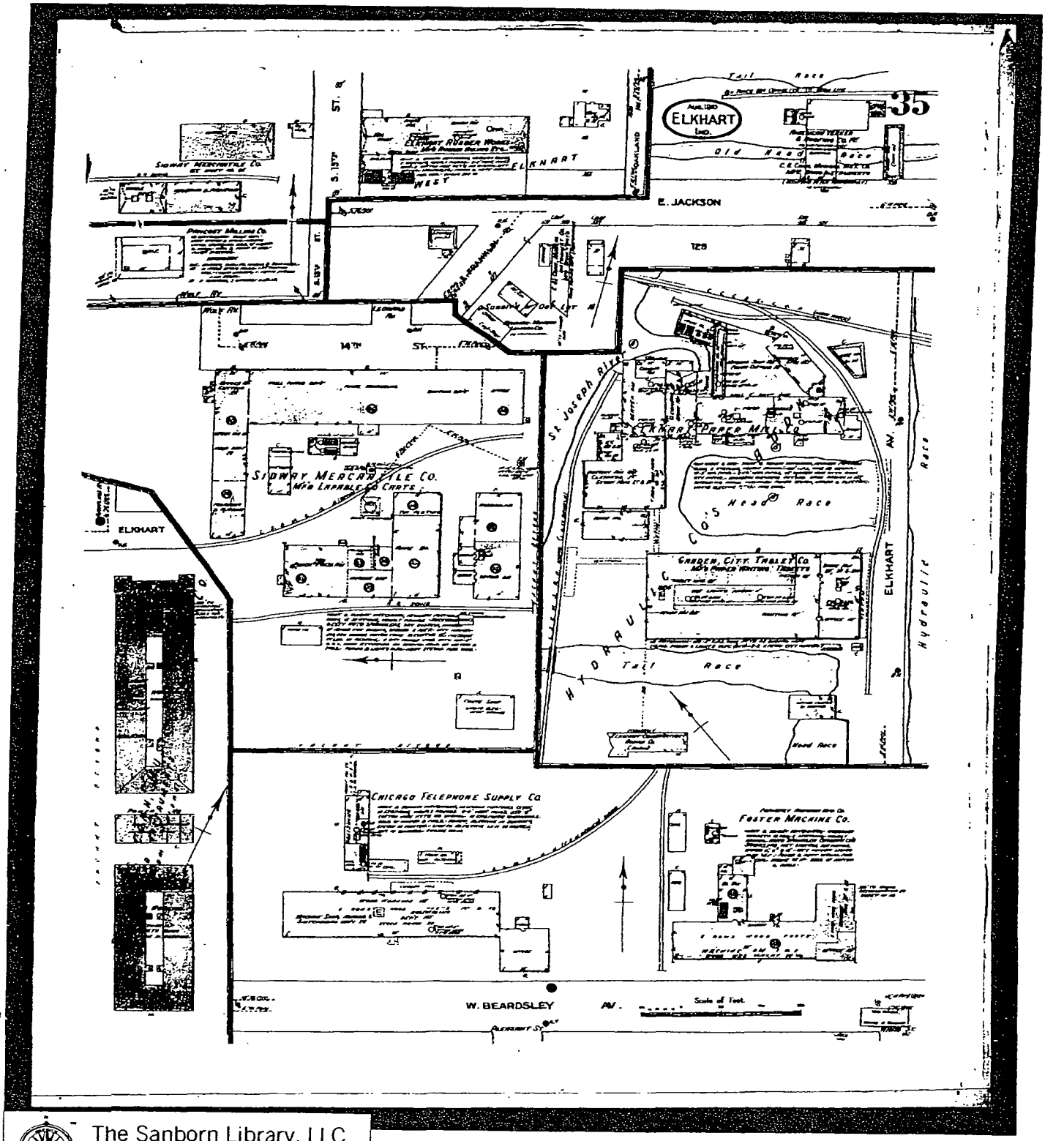
- Open file on screen.
- Identify TP (Target Property) on the most recent map.
- Find TP on older printed images.
- To view the image more clearly, zoom to 250%.
  - 200-250% is the approximate equivalent scale of hardcopy Sanborn Maps.
  - Viewing above 400% will tend to pixelate the display.
- Zooming in on an image:
  - Click on the % in the lower left hand corner and type in ____%.
  - Use the magnifying tool and drag a box around the TP area.

Printing a Sanborn Map from the Electronic File

- EDR recommends printing all images at 300 dpi (300 dpi prints faster than 600 dpi).
- To print only the TP area, cut and paste the area from Adobe Acrobat to Microsoft Word, or other word processor
  - Go to the Menu Bar.
  - Highlight 'Tools'.
  - Highlight 'Select Graphics'.
  - Draw a box around the area of interest.
  - Go to the Menu Bar.
  - Highlight 'Edit'.
  - Highlight 'Copy'.
  - You can paste directly into a report, if necessary. Go to a word processor such as Microsoft Word and paste. Print from the word processor.

Important Information about Email Delivery of Electronic Sanborn Map Images

- Images are grouped into one file, up to 2MB.
- In cases where in excess of 6-7 map years are available, the file size typically exceeds 2MB. In these cases, you will receive multiple files, labeled as 1 of 3, 2 of 3, etc. including all available map years.
- Due to file size limitations, certain ISPs, including AOL, may occasionally delay or decline to deliver files. Please contact your ISP to identify their specific file size limitations.



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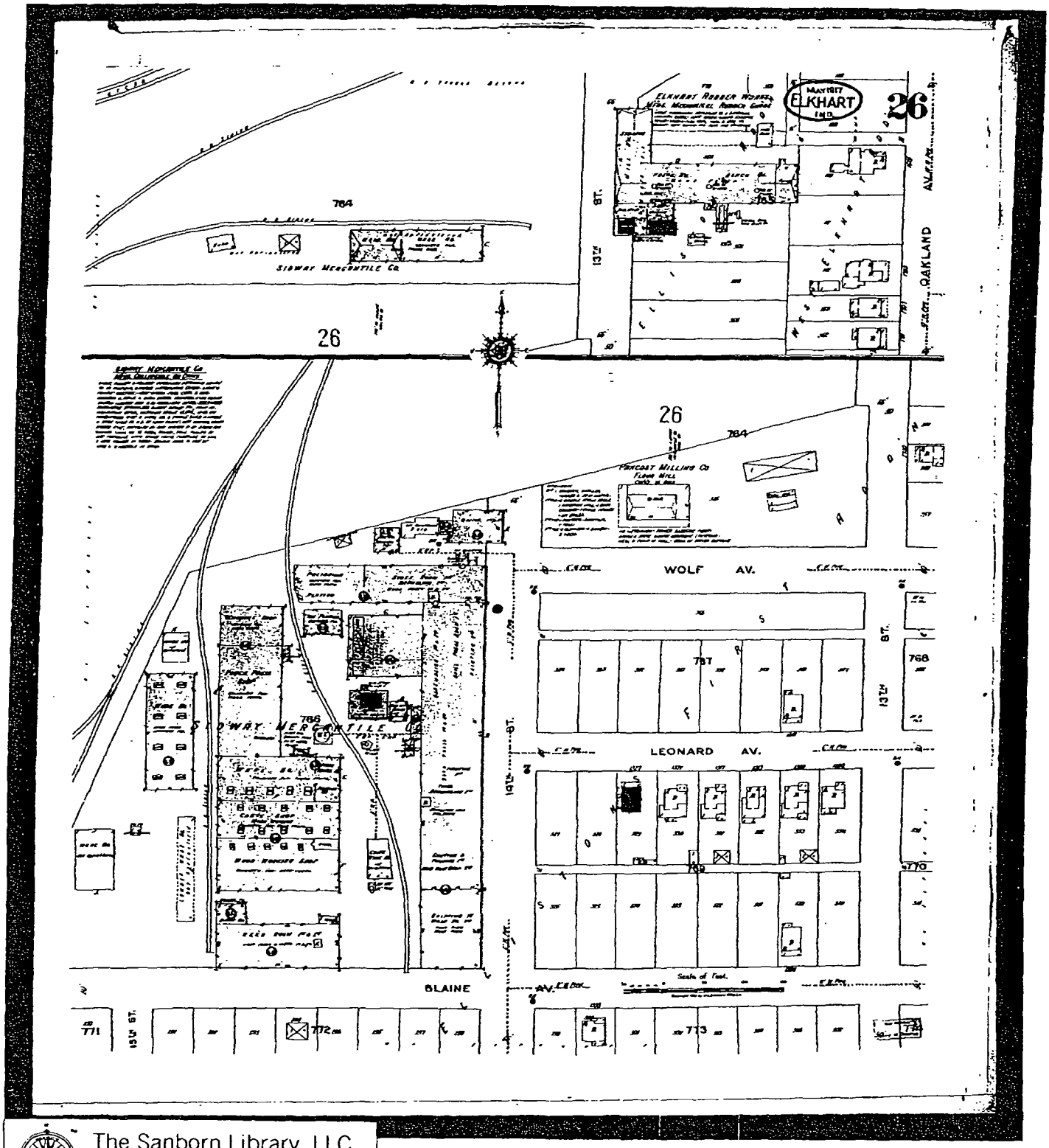

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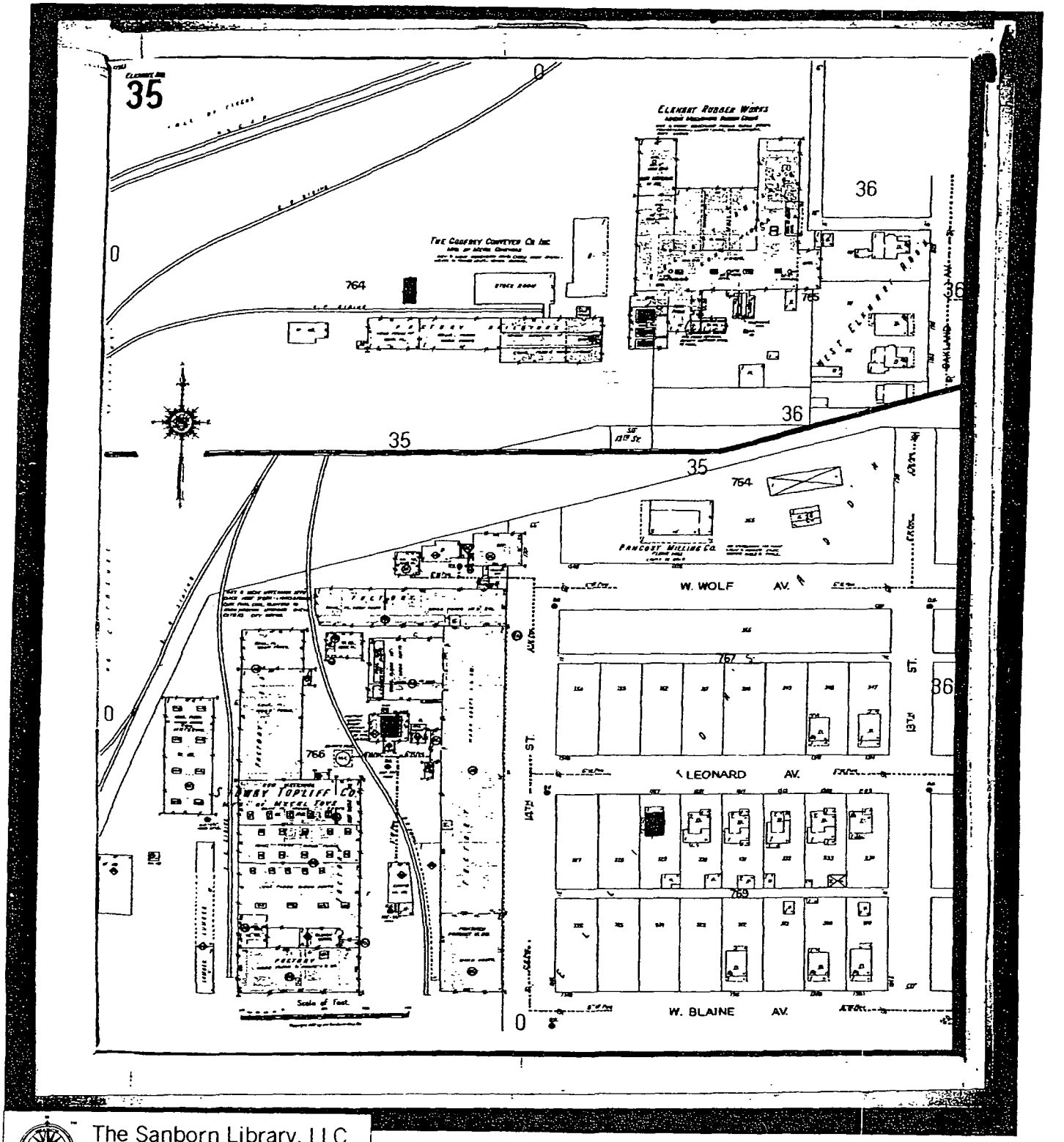

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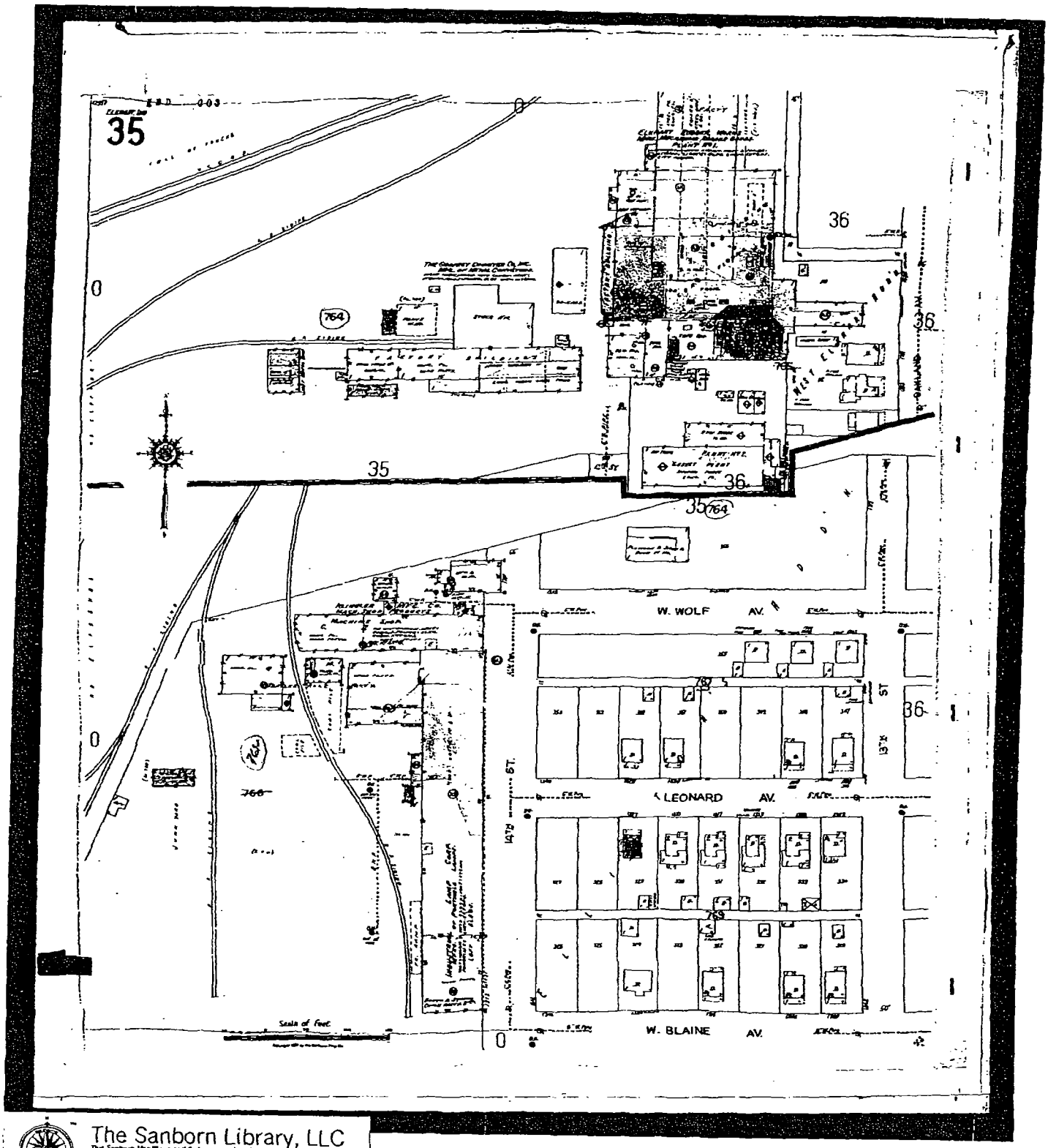

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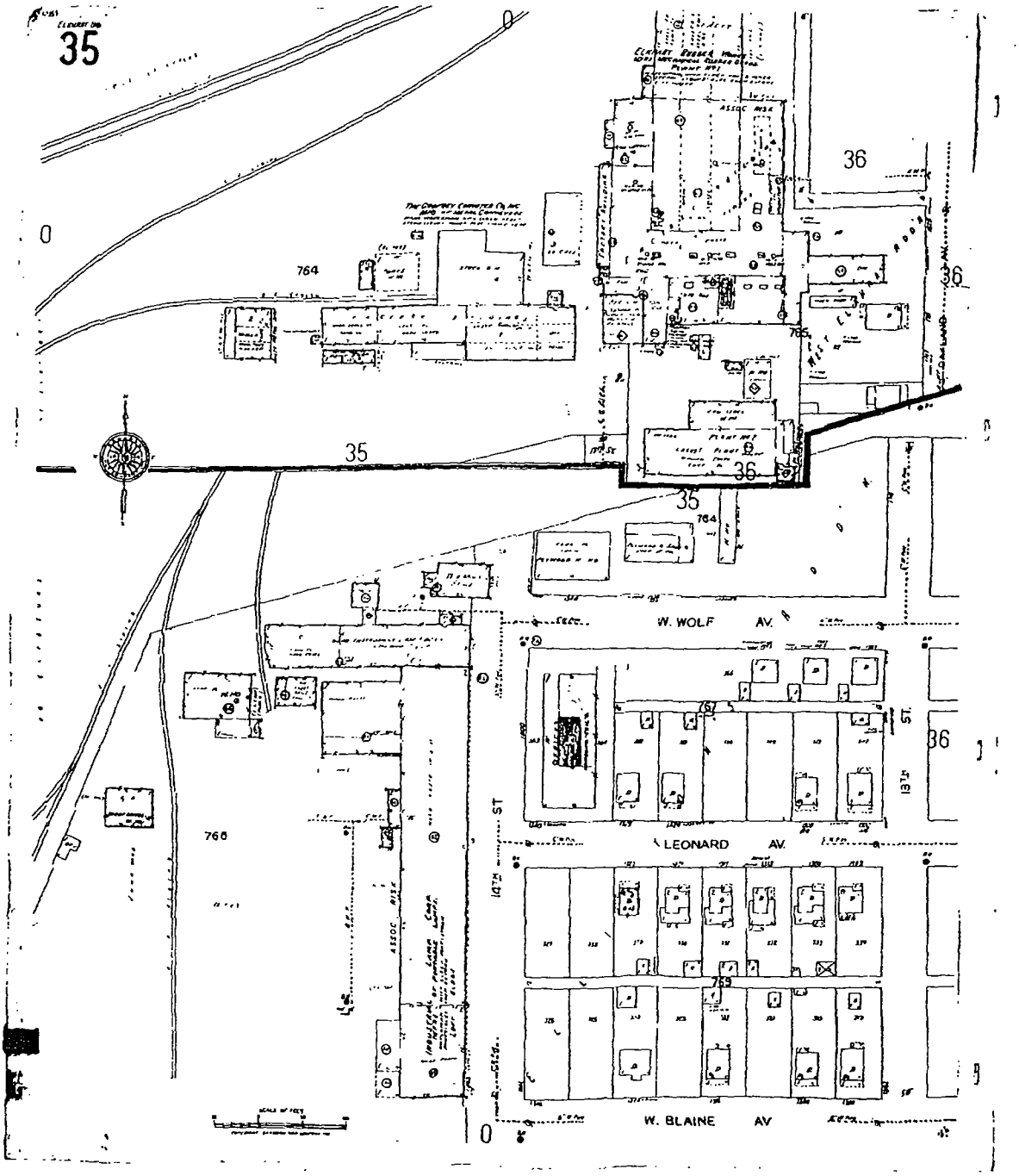

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APPENDIX E

EDR DATABASE SEARCH REPORT

The EDR-Radius Map
with GeoCheck®

Corporate East / Patrick Paint
1800 S. 14th Street
Elkhart, IN 46516

Inquiry Number: 1436140.1p

November 22, 1999

Environmental Data Resources, Inc.
an edr company

The Source For Environmental Risk Management Data

3530 Post Road
Southport, Connecticut 06490

Nationwide Customer Service

Telephone: 1-800-352-0050
Fax: 1-800-231-6802
Internet: www.edrnet.com

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Thank you for your business.
Please contact EDR at 1-800-352-0050
with any questions or comments.

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EXECUTIVE SUMMARY

A search of available environmental records was conducted by Environmental Data Resources, Inc. (EDR). The report meets the government records search requirements of ASTM Standard Practice for Environmental Site Assessments, E 1527-97. Search distances are per ASTM standard or custom distances requested by the user.

The address of the subject property for which the search was intended is:

1800 S. 14TH STREET
ELKHART, IN 46516

No mapped sites were found in EDR's search of available ("reasonably ascertainable ") government records either on the subject property or within the ASTM E 1527-97 search radius around the subject property for the following Databases:

Delisted NPL:..... NPL Deletions
SHWS:..... State Haz. Waste
SWF/LF:..... Permitted Solid Waste Facilities
RAATS:..... RCRA Administrative Action Tracking System
HMIRS:..... Hazardous Materials Information Reporting System
PADS:..... PCB Activity Database System
ERNS:..... Emergency Response Notification System
FINDS:..... Facility Index System/Facility Identification Initiative Program Summary Report
TRIS:..... Toxic Chemical Release Inventory System
NPL Lien:..... NPL Liens
TSCA:..... Toxic Substances Control Act
MLTS:..... Material Licensing Tracking System
IN Spills:..... IN Spills
CONSENT:..... Superfund (CERCLA) Consent Decrees
Coal Gas:..... Former Manufactured gas (Coal Gas) Sites.

Unmapped (orphan) sites are not considered in the foregoing analysis.

Search Results:

Search results for the subject property and the search radius, are listed below:

Subject Property:

The subject property was not listed in any of the databases searched by EDR.

EXECUTIVE SUMMARY

Surrounding Properties:

Elevations have been determined from the USGS 1 degree Digital Elevation Model and should be evaluated on a relative (not an absolute) basis. Relative elevation information between sites of close proximity should be field verified. EDR's definition of a site with an elevation equal to the subject property includes a tolerance of -10 feet. Sites with an elevation equal to or higher than the subject property have been differentiated below from sites with an elevation lower than the subject property (by more than 10 feet). Page numbers and map identification numbers refer to the EDR Radius Map report where detailed data on individual sites can be reviewed.

Sites listed in ***bold italics*** are in multiple databases.

NPL: Also known as Superfund, the National Priority List database is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund program. The source of this database is the U.S. EPA.

A review of the NPL list, as provided by EDR, and dated 07/22/1999 has revealed that there is 1 NPL site within approximately 1 mile of the subject property.

Equal/Higher Elevation	Address	Dist / Dir	Map ID	Page
CONRAIL RAIL YARD (ELKHART)	*SR 33*	*0 - 1/8*	*0*	*9*

RCRIS: The Resource Conservation and Recovery Act database includes selected information on sites that generate, store, treat, or dispose of hazardous waste as defined by the Act. The source of this database is the U.S. EPA.

A review of the RCRIS-TSD list, as provided by EDR, and dated 08/01/1999 has revealed that there are 2 RCRIS-TSD sites within approximately 0.5 miles of the subject property.

Equal/Higher Elevation	Address	Dist / Dir	Map ID	Page
PATRICK METALS ELKHART	*1819 SOUTH 14TH STREET*	*0 - 1/8 SSE*	*1*	*12*
HERMASEAL CO	*1101 LAFAYETTE ST*	*1/4 - 1/2NE*	*8*	*23*

CERCLIS: The Comprehensive Environmental Response, Compensation and Liability Information System contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).
CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

A review of the CERCLIS list, as provided by EDR, and dated 08/26/1999 has revealed that there are 2 CERCLIS sites within approximately 0.5 miles of the subject property.

Equal/Higher Elevation	Address	Dist / Dir	Map ID	Page
CONRAIL RAIL YARD (ELKHART)	*SR 33*	*0 - 1/8*	*0*	*9*
LUSHER STREET GROUNDWATER CONT	*LUSHER STREET*	*1/4 - 1/2WSW*	*7*	*22*

EXECUTIVE SUMMARY

CERCLIS-NFRAP: As of February 1995. CERCLIS sites designated "No Further Remedial Action Planned" (NFRAP) have been removed from CERCLIS. NFRAP sites may be sites where, following an initial investigation, no contamination was found, contamination was removed quickly without the need for the site to be placed on the NPL, or the contamination was not serious enough to require Federal Superfund Action or NPL consideration. EPA has removed approximately 25,000 NFRAP sites to lift the unintended barriers to the redevelopment of these properties and has archived them as historical records so EPA does not needlessly repeat the investigations in the future. This policy change is part of the EPA's Brownfields Redevelopment Program to help cities, states, private investors and affected citizens to promote economic redevelopment of unproductive urban sites.

A review of the CERC-NFRAP list, as provided by EDR, and dated 08/26/1999 has revealed that there is 1 CERC-NFRAP site within approximately 0.25 miles of the subject property.

Equal/Higher Elevation	Address	Dist / Dir	Map ID	Page
PATRICK METALS ELKHART	*1819 SOUTH 14TH STREET*	*0 - 1/8 SSE*	*1*	*12*

CORRACTS: CORRACTS is a list of handlers with RCRA Corrective Action Activity. This report shows which nationally-defined corrective action core events have occurred for every handler that has had corrective action activity.

A review of the CORRACTS list, as provided by EDR, and dated 03/01/1999 has revealed that there are 2 CORRACTS sites within approximately 1 mile of the subject property.

Equal/Higher Elevation	Address	Dist / Dir	Map ID	Page
PATRICK METALS ELKHART	*1819 SOUTH 14TH STREET*	*0 - 1/8 SSE*	*1*	*12*
HERMASEAL CO	*1101 LAFAYETTE ST*	*1/4 - 1/2NE*	*8*	*23*

LUST: Lust List.

A review of the LUST list, as provided by EDR, and dated 07/16/1999 has revealed that there are 6 LUST sites within approximately 0.5 miles of the subject property.

Equal/Higher Elevation	Address	Dist / Dir	Map ID	Page
GANO PLYWOOD INC	*1334 W WOLF AVE*	*0 - 1/8 E*	*3*	*14*
R & R FOOD MART	*1589 W FRANKLIN ST*	*1/4 - 1/2NW*	*A5*	*17*
VARIOUS SITES	*W FRANKLIN / INDIANA*	*1/4 - 1/2NW*	*A6*	*21*
ORGANIZATIONAL MAINT SHOP NO 1	*2313 OAKLAND AVE*	*1/4 - 1/2SSE*	*9*	*24*
ELKHART DOOR INC	*1515 LEININGER AVE*	*1/4 - 1/2SSW*	*10*	*26*
OAKLAND AUTO SERVICE	*1207 W LUSHER AVE*	*1/4 - 1/2SE*	*11*	*28*

UST: The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the Department of Environmental Management's Indiana Registered Underground Storage Tanks list.

A review of the UST list, as provided by EDR, and dated 07/16/1999 has revealed that there is 1 UST site within approximately 0.25 miles of the subject property.

Equal/Higher Elevation	Address	Dist / Dir	Map ID	Page
GANO PLYWOOD INC	*1334 W WOLF AVE*	*0 - 1/8 E*	*3*	*14*

EXECUTIVE SUMMARY

RCRIS: The Resource Conservation and Recovery Act database includes selected information on sites that generate, store, treat, or dispose of hazardous waste as defined by the Act. The source of this database is the U.S. EPA.

A review of the RCRIS-SQG list, as provided by EDR, and dated 08/01/1999 has revealed that there are 2 RCRIS-SQG sites within approximately 0.25 miles of the subject property.

Equal/Higher Elevation	Address	Dist / Dir	Map ID	Page
CONRAIL RAIL YARD (ELKHART)	*SR 33*	*0 - 1/8*	*0*	*9*
ELKHART PLATING CORP	*1913 S 14TH ST*	*0 - 1/8 S*	*4*	*16*

RCRIS: The Resource Conservation and Recovery Act database includes selected information on sites that generate, store, treat, or dispose of hazardous waste as defined by the Act. The source of this database is the U.S. EPA.

A review of the RCRIS-LQG list, as provided by EDR, and dated 08/01/1999 has revealed that there is 1 RCRIS-LQG site within approximately 0.25 miles of the subject property.

Equal/Higher Elevation	Address	Dist / Dir	Map ID	Page
PATRICK METALS ELKHART	*1819 SOUTH 14TH STREET*	*0 - 1/8 SSE*	*1*	*12*

RODS: Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid the cleanup.

A review of the ROD list, as provided by EDR, has revealed that there is 1 ROD site within approximately 1 mile of the subject property.

Equal/Higher Elevation	Address	Dist / Dir	Map ID	Page
CONRAIL RAIL YARD (ELKHART)	*SR 33*	*0 - 1/8*	*0*	*9*

Mines: Mines Master Index File. The source of this database is the Dept. of Labor, Mine Safety and Health Administration.

A review of the MINES list, as provided by EDR, and dated 08/01/1998 has revealed that there is 1 MINES site within approximately 0.25 miles of the subject property.

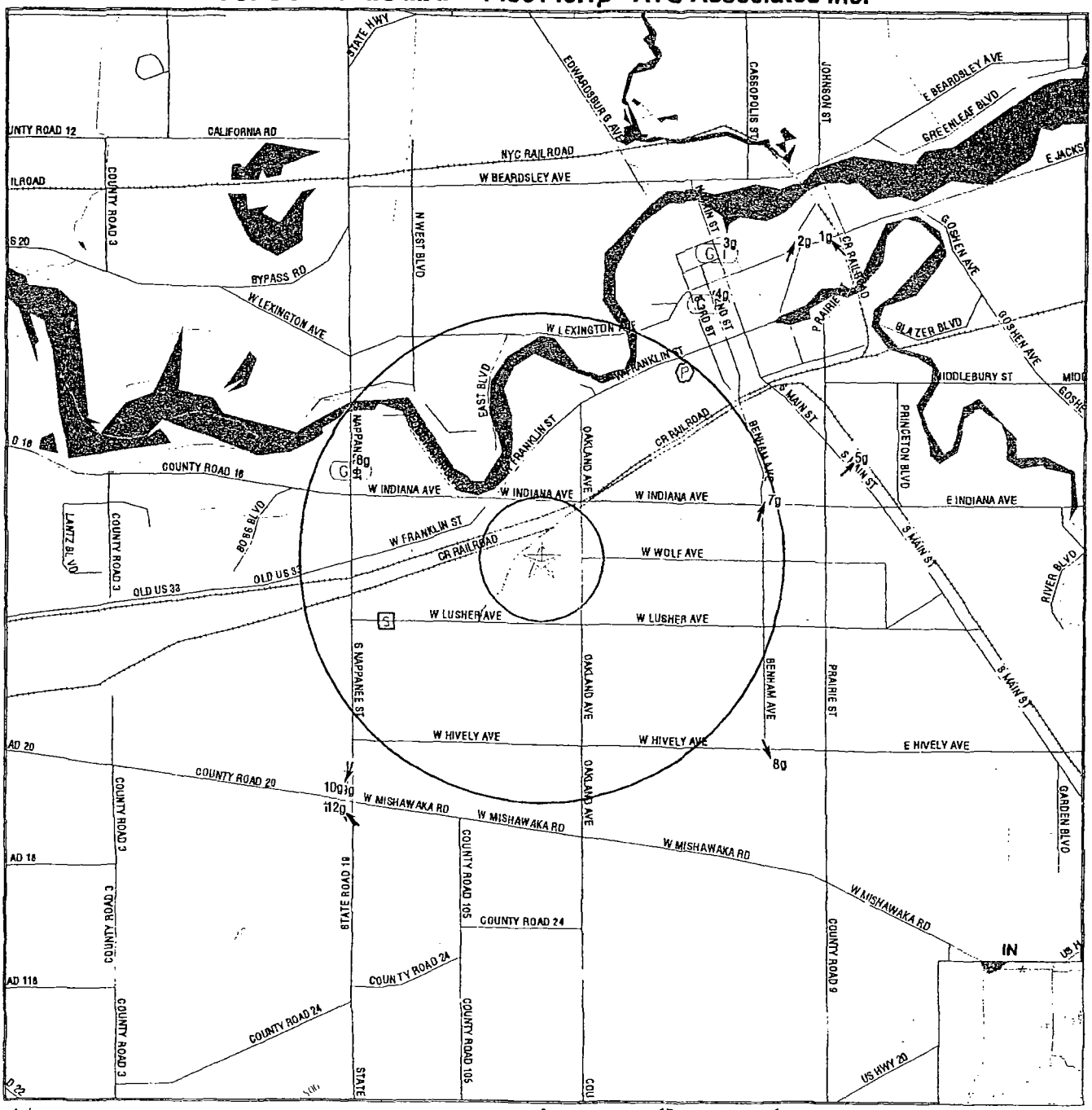
Equal/Higher Elevation	Address	Dist / Dir	Map ID	Page
FIDLER, INC.		0 - 1/8 SSE	2	14

EXECUTIVE SUMMARY

Due to poor or inadequate address information, the following sites were not mapped:

Site Name	Database(s)
WOODLAWN INDUSTRIAL DEVELOPMENT	CERCLIS,FINDS
NORTH SHORE DRIVE	CERCLIS,FINDS
ELKHART GASOLINE SPILL	CERC-NFRAP
COUNTY ROAD 45 PIT SOLID FILL	FINDS,SWF/LF
EARTHMOVERS LANDFILL	SWF/LF
ELKHART COUNTY LANDFILL	SWF/LF
ELKHART YARD	UST,LUST
SEE FAC ID 10907 DUP FILE 2	UST,LUST
FIRST CLASS BODY AND PAINT	RCRIS-SQG,FINDS
ELKHART RIVER INTERSECTION OF WATERFALL AND EAST HIGH ST	ERNS

TOPOGRAPHIC MAP - 1436140.1p - ATC Associates Inc.



Major Roads
Contour Lines
Waterways
Earthquake epicenter, Richter 5 or greater
Closest Federal Well in quadrant
Closest State Well in quadrant
Closest Public Water Supply Well

Groundwater Flow Direction
Indeterminate Groundwater Flow at Location
Groundwater Flow Varies at Location

0 1/2 1 2 Miles

TARGET PROPERTY:	Corporate East / Patrick Paint	CUSTOMER:	ATC Associates Inc.
ADDRESS:	1800 S. 14th Street	CONTACT:	Juliet Port
CITY/STATE/ZIP:	Elkhart IN 46516	INQUIRY #:	1436140.1p
LAT/LONG:	41.6706 / 85.9880	DATE:	November 22, 1999 8:04 pm

GEOCHECK VERSION 2.1
SUMMARY

TARGET PROPERTY COORDINATES

Latitude (North):	41.670601 - 41° 40' 14.2"
Longitude (West):	85.987999 - 85° 59' 16.8"
Universal Transverse Mercator:	Zone 16
UTM X (Meters):	584245.1
UTM Y (Meters):	4613486.0

USGS TOPOGRAPHIC MAP ASSOCIATED WITH THIS SITE

Target Property:	2441085-F8 ELKHART, IN

GEOLOGIC AGE IDENTIFICATION†

Geologic Code:	M1
Era:	Paleozoic
System:	Mississippian
Series:	Osagean and Kinderhookian Series

ROCK STRATIGRAPHIC UNIT†

Category:	Stratified Sequence

GROUNDWATER FLOW INFORMATION

Groundwater flow direction for a particular site is best determined by a qualified environmental professional using site-specific well data. If such data is not reasonably ascertainable, it may be necessary to rely on other sources of information, including well data collected on nearby properties, regional groundwater flow information (from deep aquifers), or surface topography.‡

AQUIFLOW™** Search Radius: 2.000 Miles. The following table shows sites where groundwater flow and depth information was reported. Additional AQUIFLOW™ site information may be available in the GeoCheck® section at the end of this report.

MAP ID	DISTANCE FROM TP	DIRECTION FROM TP	GENERAL DIRECTION GROUNDWATER FLOW
1g	1 - 2 Miles	NE	NW
2g	1 - 2 Miles	NE	NNE
3g	1 - 2 Miles	NNE	NOT REPORTED
4g	1 - 2 Miles	NNE	NOT REPORTED
5g	1 - 2 Miles	ENE	NE
6g	1/2 - 1 Mile	WNW	NOT REPORTED
7g	1/2 - 1 Mile	ENE	NNE
8g	1 - 2 Miles	SE	SSE
9g	1 - 2 Miles	SW	S
10g	1 - 2 Miles	SW	SSW
11g	1 - 2 Miles	SW	NW
12g	1 - 2 Miles	SW	NW

For additional site information, refer to GeoCheck Appendix.

General Topographic Gradient at Target Property: General NW
General Hydrogeologic Gradient at Target Property: No hydrogeologic data available.

† Source: P.G. Schruben, R.E. Arndt and W.J. Bawiec, Geology of the Conterminous U.S. at 1:2,500,000 Scale - A digital representation of the 1974 P.B. King and H.M. Beikman Map USGS Digital Data Series DDS - 11 (1994)
‡ U.S. EPA Ground Water Handbook, Vol I: Ground Water and Contamination, Office of Research and development EPA/625/6-90/016a,Chapter 4, page 78, September 1990.
** EDR AQUIFLOW™ information System of hydrogeologically determined groundwater flow directions at specific locations. See the data pages at the end of this report for a complete description.

GEOCHECK VERSION 2.1
SUMMARY

FEDERAL DATABASE WELL INFORMATION

WELL QUADRANT	DISTANCE FROM TP	LITHOLOGY	DEPTH TO WATER TABLE
NO WELLS FOUND			

STATE DATABASE WELL INFORMATION

WELL QUADRANT	DISTANCE FROM TP
Eastern	>2 Miles
Western	1/2 - 1 Mile

PUBLIC WATER SUPPLY SYSTEM INFORMATION

Searched by Nearest PWS.
NOTE: PWS System location is not always the same as well location.

PWS Name: CHICKEN COOP OF INDIANA INC
2727 BENHAM AVE
ELKHART, IN 46514
Location Relative to TP: 1/2 - 1 Mile North
PWS currently has or has had major violation(s) or enforcement: No

AREA RADON INFORMATION

EPA Radon Zone for ELKHART County 1

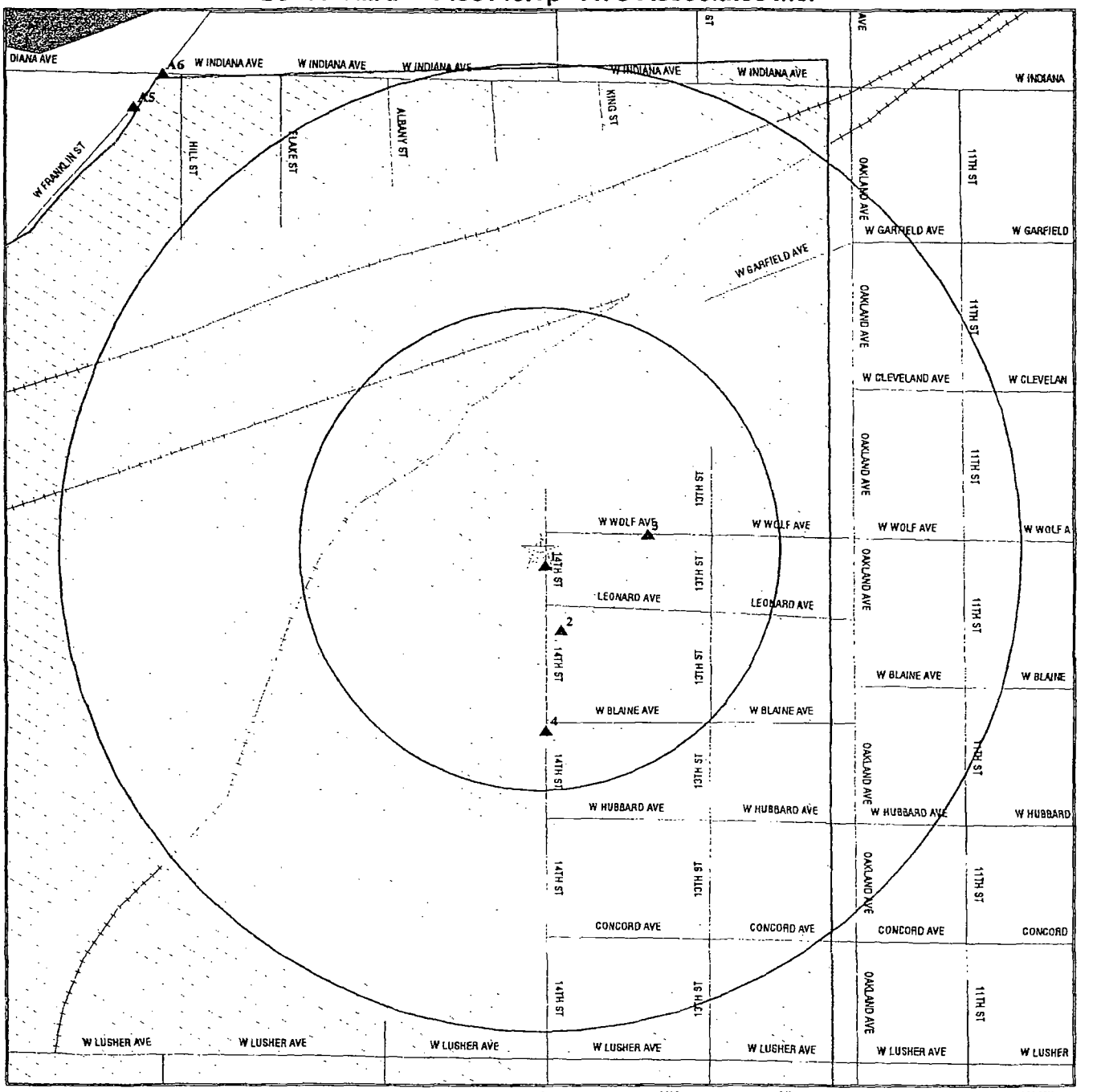
Note: Zone 1 indoor average level > 4 pCi/L.
: Zone 2 indoor average level >= 2 pCi/L and <= 4 pCi/L.
: Zone 3 indoor average level < 2 pCi/L.

Zip Code: 46516

Number of sites tested: 9

Area	Average Activity	% <4 pCi/L	% 4-20 pCi/L	% >20 pCi/L
Living Area - 1st Floor	1.650 pCi/L	100%	0%	0%
Living Area - 2nd Floor	Not Reported	Not Reported	Not Reported	Not Reported
Basement	5.156 pCi/L	56%	44%	0%

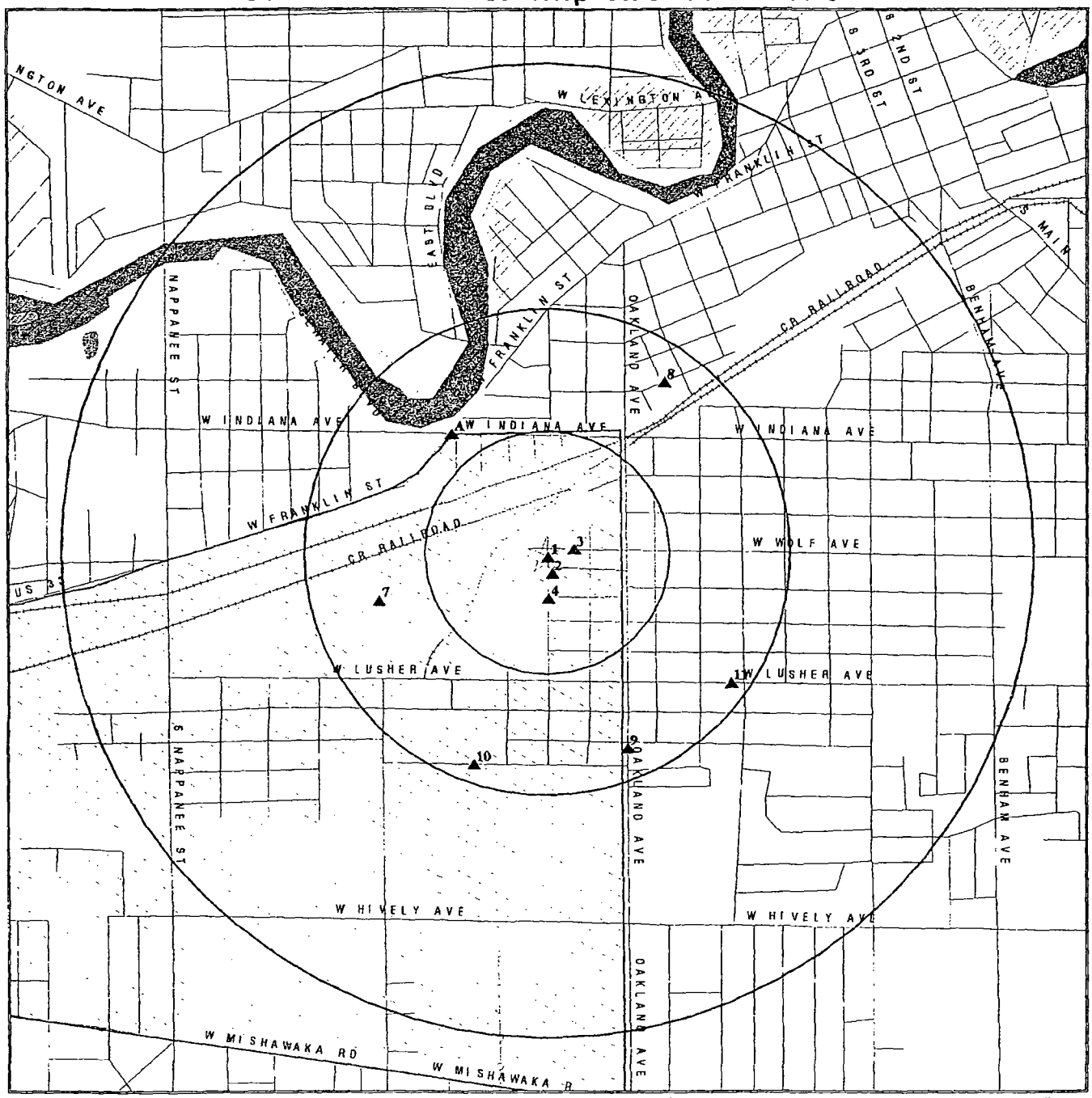
DETAIL MAP - 1436140.1p - ATC Associates Inc.



- ☆ Target Property
- ▲ Sites at elevations higher than or equal to the target property
- ◆ Sites at elevations lower than the target property
- Coal Gasification Sites (if requested)
- Sensitive Receptors
- National Priority List Sites
- Landfill Sites
- Power transmission lines
- Oil & Gas pipelines
- 100-year flood zone
- 500-year flood zone

TARGET PROPERTY:	Corporate East / Patrick Paint	CUSTOMER:	ATC Associates Inc.
ADDRESS:	1800 S. 14th Street	CONTACT:	Juliet Port
CITY/STATE/ZIP:	Elkhart IN 46516	INQUIRY #:	1436140.1p
LAT/LONG:	41.6706 / 85.9880	DATE:	November 22, 1999 8:03 pm

OVERVIEW MAP - 1436140.1p - ATC Associates Inc.



0 1/4 1/2 1 Miles

- Target Property
- Sites at elevations higher than or equal to the target property
- Sites at elevations lower than the target property
- Coal Gasification Sites (if requested)
- National Priority List Sites
- Landfill Sites
- Power transmission lines
- Oil & Gas pipelines
- 100-year flood zone
- 500-year flood zone
- Wetlands per National Wetlands Inventory (1994)

TARGET PROPERTY:	Corporate East / Patrick Paint	CUSTOMER:	ATC Associates Inc.
ADDRESS:	1800 S. 14th Street	CONTACT:	Juliet Port
CITY/STATE/ZIP:	Elkhart IN 46516	INQUIRY #:	1436140.1p
LAT/LONG:	41.6706 / 85.9880	DATE:	November 22, 1999 8:00 pm

MAP FINDINGS SUMMARY SHOWING ALL SITES

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
NPL		1.000	1	0	0	0	NR	1
Delisted NPL		1.000	0	0	0	0	NR	0
RCRIS-TSD		0.500	1	0	1	NR	NR	2
State Haz. Waste		1.000	0	0	0	0	NR	0
CERCLIS		0.500	1	0	1	NR	NR	2
CERC-NFRAP		0.250	1	0	NR	NR	NR	1
CORRACTS		1.000	1	0	1	0	NR	2
State Landfill		0.500	0	0	0	NR	NR	0
LUST		0.500	1	0	5	NR	NR	6
UST		0.250	1	0	NR	NR	NR	1
RAATS		TP	NR	NR	NR	NR	NR	0
RCRIS Sm. Quan. Gen.		0.250	2	0	NR	NR	NR	2
RCRIS Lg. Quan. Gen.		0.250	1	0	NR	NR	NR	1
HMIRS		TP	NR	NR	NR	NR	NR	0
PADS		TP	NR	NR	NR	NR	NR	0
ERNS		TP	NR	NR	NR	NR	NR	0
FINDS		TP	NR	NR	NR	NR	NR	0
TRIS		TP	NR	NR	NR	NR	NR	0
NPL Liens		TP	NR	NR	NR	NR	NR	0
TSCA		TP	NR	NR	NR	NR	NR	0
MLTS		TP	NR	NR	NR	NR	NR	0
IN Spills		TP	NR	NR	NR	NR	NR	0
ROD		1.000	1	0	0	0	NR	1
CONSENT		1.000	0	0	0	0	NR	0
Coal Gas		1.000	0	0	0	0	NR	0
MINES		0.250	1	0	NR	NR	NR	1

TP = Target Property

NR = Not Requested at this Search Distance

* Sites may be listed in more than one database

MAP FINDINGS SUMMARY SHOWING ONLY SITES HIGHER THAN OR THE SAME ELEVATION AS TP

Database	Target Property	Search Distance (Miles)	< 1/8	1/8 - 1/4	1/4 - 1/2	1/2 - 1	> 1	Total Plotted
NPL		1.000	1	0	0	0	NR	1
Delisted NPL		1.000	0	0	0	0	NR	0
RCRIS-TSD		0.500	1	0	1	NR	NR	2
State Haz. Waste		1.000	0	0	0	0	NR	0
CERCLIS		0.500	1	0	1	NR	NR	2
CERC-NFRAP		0.250	1	0	NR	NR	NR	1
CORRACTS		1.000	1	0	1	0	NR	2
State Landfill		0.500	0	0	0	NR	NR	0
LUST		0.500	1	0	5	NR	NR	6
UST		0.250	1	0	NR	NR	NR	1
RAATS		TP	NR	NR	NR	NR	NR	0
RCRIS Sm. Quan. Gen.		0.250	2	0	NR	NR	NR	2
RCRIS Lg. Quan. Gen.		0.250	1	0	NR	NR	NR	1
HMIRS		TP	NR	NR	NR	NR	NR	0
PADS		TP	NR	NR	NR	NR	NR	0
ERNS		TP	NR	NR	NR	NR	NR	0
FINDS		TP	NR	NR	NR	NR	NR	0
TRIS		TP	NR	NR	NR	NR	NR	0
NPL Liens		TP	NR	NR	NR	NR	NR	0
TSCA		TP	NR	NR	NR	NR	NR	0
MLTS		TP	NR	NR	NR	NR	NR	0
IN Spills		TP	NR	NR	NR	NR	NR	0
ROD		1.000	1	0	0	0	NR	1
CONSENT		1.000	0	0	0	0	NR	0
Coal Gas		1.000	0	0	0	0	NR	0
MINES		0.250	1	0	NR	NR	NR	1

TP = Target Property

NR = Not Requested at this Search Distance

* Sites may be listed in more than one database

Coal Gas Site Search: No site was found in a search of Real Property Scan's ENVIROHAZ database.

NPL **CONRAIL RAIL YARD (ELKHART)** **CERCLIS** **1000353185**
Region **SR 33** **RCRIS-SQG** **IND000715490**
ELKHART, IN 46514 **FINDS**
< 1/8 **NPL**
1 **ROD**
IN Spills

CERCLIS Classification Data:

Site Incident Category:	Not reported	Federal Facility:	Not a Federal Facility
Ownership Status:	Private	NPL Status:	Currently on the Final NPL
Contact:	BRAD BRADLEY	Contact Tel:	(312) 886-4742
Contact:	GRACE CO	Contact Tel:	(312) 353-6779
Contact:	CARLTON CUFFMAN	Contact Tel:	(312) 353-3191
Contact:	ELIZABETH MURPHY	Contact Tel:	(312) 886-0748
Contact:	JANET PFUNDHELLER	Contact Tel:	(312) 353-5821
Contact:	JATINDER SINGH	Contact Tel:	(312) 353-6756
Contact:	GLADYS WATTS	Contact Tel:	(312) 886-7591

Site Description: The 675-acre Conrail Railyard site is adjacent to and within the southwestern city limits of Elkhart, Indiana. It is bounded to the north by US33 (Franklin Street), on the east by State Route 19, to the south by Mishawaka Road, and to the west by St ate Route 219. The railyard is an electronically controlled hump yard which serves as a classification distribution yard for freight cars. The yard, which began operations in 1956, processes about 74 trains per day via 15 receiving and 14 departing tracks. Car repair, engine cleaning, and diesel refueling facilities are also located on the yard. The actual study area includes the railyard and encompasses about 2,500 acres with generally flat topography. The study area is bounded on the north by the St. Joseph River, on the west by Baugo Bay, on the east by Oakland Ave, and on the south by the southern border of the Conrail railyard. Several light industrial properties are within the study area to the north and northwest of the railyard and along the eastern and southern portions of the study area. Several residential areas, with the total population of 3,500, are located within the study area, about 1.5 miles away from the site. About 3,000 people use private residential wells f or their water supply. Crawford ditch originates at the site and flows intermittently to the St. Joseph River. Floodplains and wetland areas exist along both the St. Joseph River and Baugo Bay.
The railyard began operations in 1956 as part of the New York Central Railroad, and continued operations as a subsidiary of the Penn Central Transportation Company until 1976 From 1961 to 1968, numerous citizen complaints regarding oil discharges f rom the railyard to the St. Joseph River were filed with state and local authorities. Between 1966 and 1969 a tank car containing carbon tetrachloride collided with another car during humping operations at the railyard, causing the release of approx imately 16,000 gallons of carbon tetrachloride. In 1976 operations at the railyard were transferred to the Consolidated Rail Corporation (Conrail). From 1976 to the present, spills and releases of oil, diesel fuel, hydrochloric acid, caustic soda, and various petroleum-related substances have occurred there Track-cleaning substances (unknown chemical composition) and engine degreasers were also used and disposed of at the railyard. In 1986, a resident reported to EPA that his residential we ll contained elevated levels of volatile organic compounds. Later in 1986, the

CONRAIL RAIL YARD (ELKHART) (Continued) **1000353185**

EPA/Technical Assistance Team (EPA/TAT) performed sample analysis indicating that several residential wells contained trichloroethylene (TCE), with concentrations as high as 4,870 ppb, and carbon tetrachloride (CCl4), with concentations as high as 6,680 ppb. Bottled water was provided to residents with affected wells, and many residents installed carbon filters after being connected to the water-main extension from the city. The Indiana Department of Environmental Management assisted in the operation and maintenance of these filters until 1992. IDEM also periodically sampled the wells to monitor migration. EPA/TAT later discovered soil contamination. EPA se nt a notice to Conrail in 1988, offering them the opportunity to undertake the RI/FS. Conrail expressed a willingness to undertake only part of the RI/FS, so EPA determined that Conrail had not presented a "good faith" offer to conduct the entire investigation. Later in 1988, EPA entered into a contract to have the RI/FS conducted. The RI was conducted in three phases, the first of which was completed in January 1990 and consisted of a soil gas survey, soil sampling, and ground water sampli ng for TCE and CCl4. The second phase, summarized in 1992, preliminarily identified potential sources contributing to contamination. The third phase defined the path of ground water contamination plumes. An interim ROD was signed in June 1991 base d on the phase I and II RI results. EPA issued a Unilateral Administrative Order for Remedial Design and Remedial Action requiring Conrail and Penn Central to perform remedial actions. Only Conrail has complied. The Interim Remedial Action consis ts of institutional controls, inluding deed restrictions; a monitoring program for ground water and air; ground water extraction, collection, treatment, and discharge; fence installation; provision of an alternate water supply. The Interim Remedial Action was approved for implementation in 1994, and should begin before the end of 1994.

CERCLIS Assessment History:

Assessment:	DISCOVERY	Completed:	19830701
Assessment.	PRELIMINARY ASSESSMENT	Completed:	19870205
Assessment:	PRELIMINARY ASSESSMENT	Completed:	19870911
Assessment:	NPL RP SEARCH	Completed:	19871230
Assessment.	HRS PACKAGE	Completed:	19880624
Assessment:	PROPOSAL TO NPL	Completed:	19880624
Assessment:	SITE INSPECTION	Completed:	19880624
Assessment:	RI/FS NEGOTIATIONS	Completed:	19880929
Assessment:	REMOVAL ASSESSMENT	Completed:	19900725
Assessment:	FINAL LISTING ON NPL	Completed:	19900830
Assessment:	REMOVAL	Completed:	19910512
Assessment:	REMOVAL ASSESSMENT	Completed:	19910625
Assessment:	COMBINED RI/FS	Completed:	19910628
Assessment:	RECORD OF DECISION	Completed.	19910628
Assessment:	RD/RA NEGOTIATIONS	Completed.	19920707
Assessment:	UNILATERAL ADMIN ORDER	Completed:	19920707
Assessment:	REMOVAL ASSESSMENT	Completed:	19930527
Assessment:	HUMAN HEALTH RISK ASSESSMENT	Completed:	19940331
Assessment:	ECOLOGICAL RISK ASSESSMENT	Completed:	19940331
Assessment:	PRP RD	Completed:	19940602
Assessment:	COMBINED RI/FS	Completed:	19940909
Assessment:	RECORD OF DECISION	Completed:	19940909
Assessment:	UNILATERAL ADMIN ORDER	Completed:	19950515
Assessment:	CONSENT DECREE	Completed:	19970318

CONRAIL RAIL YARD (ELKHART) (Continued) **1000353185**

Assessment: PRP RA Completed: 19970616
CERCLIS Site Status.
Not reported
CERCLIS Alias Name(s):
COUNTY RD 1
COUNTY RD 1
COUNTY RD 1
CONRAIL RAILYARD ELKHART
CONRAIL RAILYARD ELKHART

NPL:

ID:	05IN054
Date Listed:	8/30/90 (FINAL)
EPA/ID:	IND000715490
Haz. Rank Score:	42.24
Status:	LISTED ON NPL
Rank:	418
Group:	9
Ownership:	Private
Permit:	None
Site Activities:	Spill
Site Condition:	Contam. Drinking Water
Site Condition:	Contam. Ground Water
Waste Type:	Chlorinated Organics
Waste Form:	Not reported

Contaminant:	Media Affected:
CARBON TETRACHLORIDE	Ground Water
1,1,2-TRICHLOROETHYLENE (TCE)	Ground Water
TETRACHLOROETHENE	Ground Water
CHLOROFORM	Ground Water
1,2-DICHLOROETHANE	Ground Water

Distance to nearest Population:	Not reported
Population within a 1 Mile Radius:	Not reported
Population within a 2 Mile Radius:	Not reported
Population within a 4 Mile Radius:	Not reported
Vertical Distance to Aquifer:	Not reported
Ground Water Use.	Used as Drinking Water, Alternative Source not Available
Distance to nearest Surface Water:	Not reported

ROD:
Full-text of USEPA Record of Decision(s) is available from EDR.

RCRIS:

Owner:	NORFOLK SOUTHERN RAILWAY (540) 981-4154
Contact:	WILLIAM MELLON (219) 295-8210
Record Date:	06/01/1999
Classification:	Conditionally Exempt Small Quantity Generator

CONRAIL RAIL YARD (ELKHART) (Continued) **1000353185**

Used Oil Recyc. No

Violation Status: No violations found

FINDS:
Other Pertinent Environmental Activity Identified at Site:
Enforcement Docket System (DOCKET)
Permit Compliance System (PCS)
State Systems

SPILL:

Facility ID:	8906002		
Source Address :	ELKHART 46516		
Facility Contact:	Not reported	Facility Phone:	Not reported
Incident Date:	05/31/89	Release Date:	0601890000
Spill Type:	Spill	Segment No:	008
Spill Source:	Transportation - Railroad		
Circumstance:	Miscellaneous		
Reported By:	DNR/Conservation Officer	Investigated By:	ERS Staff
Water Affected:	ELKHART	Area Affected:	MILES
Fish Killed:	0	Wtr Supply Affctd:	No
Consequence:	Undetermined	Action:	Partial Cleanup
Enforcement:	None	Responder:	kherr
Revise Date:	10/20/95		
Spilled Amount:	0	Units:	Gallons
Recovered Amnt:	0	Units:	Unknown Units
Contained:	No	2nd Containment:	No
CAS Number:	Not reported	EPA ID:	Not reported
Date Entered:	10/20/95		
Material:	DIESEL FUEL Petroleum Products: Fuels		
Cleanup Duration:	CONTINUING		
Sara Title 3 Released:	No		
Date Entered Time:	Not reported		

---

1 SSE < 1/8 44 Higher

PATRICK METALS ELKHART
1819 SOUTH 14TH STREET
ELKHART, IN 46515

FINDS **1000892729**
RCRIS-LQG **IND005470521**
TRIS
CORRACTS
CERC-NFRAP
RCRIS-TSD

CERCLIS-NFRAP Classification Data:

Site Incident Category:	Not reported	Federal Facility:	Not a Federal Facility
Ownership Status:	Unknown	NPL Status:	Not on the NPL

CERCLIS-NFRAP Assessment History:

Assessment:	DISCOVERY	Completed:	19920121
Assessment:	PRELIMINARY ASSESSMENT	Completed:	19920327

CERCLIS-NFRAP Alias Name(s):
ILC PRODUCTS CO INC ALUMINUM E
ILC PRODUCTS COMPANY, INC.

CORRACTS Data:
Prioritization: Low
Status: RCRA Facility Assessment Completed, Stabilization Measures Evaluation

PATRICK METALS ELKHART (Continued) **1000892729**

RCRIS:

Owner: PATRICK INDUSTRIES INC
(219) 294-7511

Contact: DAVID THOMPSON
(219) 293-6565

Record Date: 07/15/1980

Classification: Large Quantity Generator, TSDF

BIENNIAL REPORTS:

Last Biennial Reporting Year: 1997

Waste	Quantity (Lbs)	Waste	Quantity (Lbs)
D001	66092.00	F003	14369.00

Used Oil Recyc: No

TSDF Activities: Not reported

Violation Status: Violation information exist

There are 25 violation record(s) reported at this site:

Evaluation	Area of Violation	Date of Compliance
Compliance Schedule Evaluation (CSE)	Generator-All Requirements	01/30/1998
Compliance Evaluation Inspection (CEI)	Generator-All Requirements	01/30/1998
Compliance Evaluation Inspection (CEI)	TSD-Other Requirements	03/25/1998
	Generator-All Requirements	03/25/1998
	Generator-All Requirements	03/25/1998
	Generator-All Requirements	03/25/1998
	TSD-Land Ban Requirements	03/25/1998
	Generator-All Requirements	03/25/1998
	Generator-All Requirements	03/25/1998
	Generator-All Requirements	03/25/1998
	Generator-All Requirements	03/25/1998
Financial Record Review (FRR)	TSD-Financial Responsibility Requirements	03/25/1998
Compliance Evaluation Inspection (CEI)	Generator-All Requirements	03/25/1998
	TSD-Closure/Post Closure Requirements	03/25/1998
	Generator-All Requirements	03/25/1998
	Generator-All Requirements	03/25/1998
	Generator-All Requirements	03/25/1998
	TSD-Closure/Post Closure Requirements	03/25/1998
Financial Record Review (FRR)	TSD-Financial Responsibility Requirements	03/25/1998
Compliance Evaluation Inspection (CEI)	Generator-All Requirements	
	TSD-Closure/Post Closure Requirements	
	TSD-Financial Responsibility Requirements	
	Generator-All Requirements	
Compliance Evaluation Inspection (CEI)	TSD-Closure/Post Closure Requirements	03/25/1998
	TSD-Other Requirements	03/25/1998
	Generator-All Requirements	03/25/1998
Financial Record Review (FRR)	TSD-Financial Responsibility Requirements	03/25/1998
Non-Financial Record Review	TSD-Closure/Post Closure Requirements	03/25/1998
	TSD-Other Requirements	03/25/1998
	Generator-All Requirements	03/25/1998

PATRICK METALS ELKHART (Continued) **1000892729**

Compliance Evaluation Inspection (CEI)	TSD-Closure/Post Closure Requirements	03/25/1998
	TSD-Other Requirements	03/25/1998
	Generator-All Requirements	03/25/1998
Compliance Evaluation Inspection (CEI)	TSD-Closure/Post Closure Requirements	03/25/1998
	Generator-All Requirements	03/25/1998

FINDS:
Other Pertinent Environmental Activity Identified at Site.
AIRS Facility System (AIRS/AFS)
State Systems

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2 SSE < 1/8 226 Higher — **FIDLER, INC.** — **MINES** — **M000026090** / **N/A**

ELKHART (County), IN

U.S. MINES:

Mine ID:	1200779	SIC Codes:	14410 00000 00000 00000 00000 00000
Entity Name:	PIT #3	Company:	FIDLER, INC.
State FIPS code:	18	County FIPS code:	039
Status Date:	12/06/1977	Status:	Intermittent
Operation Class:	Non-coal mining	Number of Shops:	6
Number of Pits:	000	Number of Plants:	0
Latitude:	41 40 12	Longitude:	085 59 16

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3 East < 1/8 299 Higher — **GANO PLYWOOD INC** — **FINDS** — **1000762618**
1334 W WOLF AVE — **UST** — **LUST9008582**
ELKHART, IN 46516 — **LUST**

FINDS:
Other Pertinent Environmental Activity Identified at Site:
State Systems

GANO PLYWOOD INC (Continued) **1000762618**

LUST:

Facility ID:	002305	Date received:	04/16/86
Facility Contact:	MERV LUNG		
Contact Title:	Not reported		
Contact Phone:	Not reported	Owner ID.	001693
Certification:	JOHN BAMBER	Certification Date:	04/11/86
Amendment:	02	Amended Date:	01/22/90
Form Status.	*Complete*	*Bill Cycle:*	*Not reported*
Owner Effect Dt:	Not reported	Former Owner ID:	000000
EPA ID:	Not reported	Operation Type	Unknown
Comment:	Not reported		
Data Entry Date:	Not reported	Revise Date:	Not reported
Site Number:	9008582		
Soil:	Yes	Ground Water:	No
Surface Water:	No	Utility Lines:	No
Drinking Water:	No	Vapors:	No
Substance:	Petroleum (LUST)	State Dollars:	No money spent
Initiated By:	Voluntary	Priority:	Low
Disposition	No Further Action	Disposition Date:	07/17/96
Owner	Not reported		
Owner Address:	Not reported		
Owner Addr:	Not reported		
Owner Tele:	Not reported	Owner Description:	Not reported
Owner Contact:	Not reported		
Office State Fire Marshal ID:		Not reported	
Office State Fire Marshal ID Date:		Not reported	
Temporary Owner ID:		000000	
IDEM Responsible Staff:		xxx	
Utm East:	0000000	Utm North:	0000000
GSA ID:	Not reported	Federal ID:	Not reported
Operator	Not reported		
Operator Addr:	Not reported		
Operator Phone:	Not reported		
Mailing Addr.	Not reported		
Soc Security No	Not reported		
Comments:	Broken fill pipe\15-25 cb yds removed\TPH below objectives		
Financial Responsibility Self Insurance:		Not reported	
Financial Responsibility Group Insurance:		Not reported	
Financial Responsibility Trust:		Not reported	
Financial Responsibility Guarantee:		Not reported	
Financial Responsibility Surety Bond:		Not reported	
Financial Responsibility Credit.		Not reported	
Financial Responsibility Local Government Bond:		Not reported	
Financial Responsibility Local Government Finance:		Not reported	
Financial Responsibility Local Government Guarantee:		Not reported	
Financial Responsibility Local Government Fund:		Not reported	

GANO PLYWOOD INC (Continued) **1000762618**

UST:

Facility ID:	002305	Total Tanks:	2
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner:	GANO PLYWOOD INC 1334 W WOLF AVE ELKHART, IN 46516		
Owner Tel.:	219-295-7136	Owner Description:	Private/Corp.
Capacity:	000550	Material:	Steel
Tank Number:	001		
Tank Status:	Permanently out of service		
Int. Protection:	Unknown		
Ext. Protection:	Unknown		
Piping:	Unknown		
Other Petroleum:	Not reported	Substance:	Gasoline
Closure Status:	Open	Invoice Date:	12/01/89
Release Features:	None		
Protection Featrs:	None		
Install Features:	None		
Install Date:	Not reported	Piping Method:	Unknown
Closure Date:	Not reported	Last Used Date:	01/01/90
Entry Date:	10/27/95	Revise Date:	10/27/95
Owner Tank ID:	Not reported		
Hazardous Substance Description:	Not reported		

Facility ID:	002305	Total Tanks:	2
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner:	GANO PLYWOOD INC 1334 W WOLF AVE ELKHART, IN 46516		
Owner Tel.:	219-295-7136	Owner Description:	Private/Corp.
Capacity:	001000	Material:	Steel
Tank Number:	002		
Tank Status:	Permanently out of service		
Int. Protection:	Unknown		
Ext. Protection:	Unknown		
Piping:	Unknown		
Other Petroleum:	Not reported	Substance:	Gasoline
Closure Status:	Open	Invoice Date:	12/01/89
Release Features:	None		
Protection Featrs:	None		
Install Features:	None		
Install Date:	Not reported	Piping Method:	Unknown
Closure Date:	Not reported	Last Used Date:	01/01/90
Entry Date:	10/27/95	Revise Date:	10/27/95
Owner Tank ID:	Not reported		
Hazardous Substance Description	Not reported		

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4 South < 1/8 494 Higher — **ELKHART PLATING CORP**, **1913 S 14TH ST**, **ELKHART, IN 46516** — **RCRIS-SQG** **1000921810**, **FINDS** **IND005467618**

ELKHART PLATING CORP (Continued) **1000921810**

RCRIS:

Owner: MALCOM GEORGE EDWARD
(219) 294-1800

Contact: LEONARD THOMPSON
(219) 293-5668

Record Date: 03/05/1997

Classification: Conditionally Exempt Small Quantity Generator

Used Oil Recyc: No

Violation Status: Violation information exist

There are 3 violation record(s) reported at this site:

Evaluation	Area of Violation	Date of Compliance
Compliance Evaluation Inspection (CEI)	Generator-All Requirements	01/28/1988
Non-Financial Record Review	Generator-All Requirements	03/22/1988
Other Evaluation	Generator-All Requirements	03/22/1988

FINDS:

Other Pertinent Environmental Activity Identified at Site:
State Systems

A5
NW
1/4-1/2
1641
Higher

R & R FOOD MART
1589 W FRANKLIN ST
ELKHART, IN 46516

UST **U000191273**
LUST **N/A**

R & R FOOD MART (Continued) **U000191273**

LUST:

Facility ID:	009068	Date received:	05/12/86
Facility Contact:	ROGER OR RAY SEBASTION		
Contact Title:	MANAGER		
Contact Phone:	219-294-8558	Owner ID:	009300
Certification:	KENT J YODER	Certification Date:	05/06/86
Amendment:	03	Amended Date:	01/11/95
Form Status:	Complete	Bill Cycle:	Not reported
Owner Effect Dt:	07/21/94	Former Owner ID:	000000
EPA ID:	Not reported	Operation Type:	Motor Fuel
Comment:	Not reported		
Data Entry Date:	Not reported	Revise Date:	Not reported
Site Number:	8912516		
Soil:	Yes	Ground Water:	No
Surface Water:	No	Utility Lines:	No
Drinking Water:	No	Vapors:	No
Substance:	Petroleum (LUST)	State Dollars:	No money spent
Initiated By:	Voluntary	Priority:	Medium
Disposition:	Active	Disposition Date:	Not reported
Owner:	BOARD COMMISSIONERS/MONTGOMERY C		
Owner Address:	100 E MAIN ST		
Owner Addr:	100 E MAIN ST CRAWFORDSVILLE, IN 47933		
Owner Tele:	317-364-6400	Owner Description:	State of Local Government
Owner Contact:	Not reported		
Office State Fire Marshal ID:		Not reported	
Office State Fire Marshal ID Date:		Not reported	
Temporary Owner ID:		000000	
IDEM Responsible Staff:		xxx	
Utm East:	0000000	Utm North:	0000000
GSA ID:	Not reported	Federal ID:	35-6000177
Operator:	R&R FOOD MART		
Operator Addr:	1589 FRANKLIN ST ELKHART, IN 46516		
Operator Phone:	219-294-8558		
Mailing Addr:	Not reported		
Soc Security No:	Not reported		
Comments:	Not reported		
Financial Responsibility Self Insurance:		N	
Financial Responsibility Group Insurance:		N	
Financial Responsibility Trust:		N	
Financial Responsibility Guarantee:		N	
Financial Responsibility Surety Bond		N	
Financial Responsibility Credit:		N	
Financial Responsibility Local Government Bond:		N	
Financial Responsibility Local Government Finance:		N	
Financial Responsibility Local Government Guarantee:		N	
Financial Responsibility Local Government Fund:		N	

R & R FOOD MART (Continued) **U000191273**

UST:

Facility ID:	009068	Total Tanks:	6
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner:	FRANKIE THOMAS 1589 FRANKLIN ELKHART, IN 46516		
Owner Tel.:	219-294-8558	Owner Description:	Private/Corp.
Capacity:	002000	Material:	Steel
Tank Number:	001		
Tank Status:	Permanently out of service		
Int. Protection:	None		
Ext. Protection:	Painted		
Piping:	Galvanized steel		
Other Petroleum:	Not reported	Substance:	Gasoline
Closure Status:	Open	Invoice Date:	12/01/89
Release Features.	None		
Protection Featrs.	None		
Install Features:	None		
Install Date:	Not reported	Piping Method.	Unknown
Closure Date:	Not reported	Last Used Date:	09/01/89
Entry Date:	10/30/95	Revise Date:	10/30/95
Owner Tank ID:	Not reported		

Hazardous Substance Description: Not reported

Facility ID:	009068	Total Tanks:	6
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status.	Not reported	Operation Type:	Not reported
Owner:	FRANKIE THOMAS 1589 FRANKLIN ELKHART, IN 46516		
Owner Tel.:	219-294-8558	Owner Description:	Private/Corp.
Capacity:	002000	Material:	Steel
Tank Number:	002		
Tank Status:	Permanently out of service		
Int. Protection:	None		
Ext. Protection:	Painted		
Piping:	Galvanized steel		
Other Petroleum.	Not reported	Substance:	Gasoline
Closure Status:	Open	Invoice Date:	12/01/89
Release Features:	None		
Protection Featrs:	None		
Install Features	None		
Install Date:	Not reported	Piping Method.	Unknown
Closure Date:	Not reported	Last Used Date:	09/01/89
Entry Date:	10/30/95	Revise Date:	10/30/95
Owner Tank ID:	Not reported		

Hazardous Substance Description: Not reported

R & R FOOD MART (Continued) **U000191273**

Facility ID:	009068	Total Tanks:	6
Facility Contact:	Not reported	Contact Tel	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner:	FRANKIE THOMAS 1589 FRANKLIN ELKHART, IN 46516		
Owner Tel.:	219-294-8558	Owner Description:	Private/Corp.
Capacity:	004000	Material:	Steel
Tank Number:	003		
Tank Status:	Permanently out of service		
Int. Protection:	None		
Ext. Protection:	Painted		
Piping:	Galvanized steel		
Other Petroleum:	Not reported	Substance:	Gasoline
Closure Status:	Open	Invoice Date:	12/01/89
Release Features:	None		
Protection Featrs:	None		
Install Features:	None		
Install Date:	Not reported	Piping Method:	Unknown
Closure Date:	Not reported	Last Used Date	09/01/89
Entry Date:	10/30/95	Revise Date:	10/30/95
Owner Tank ID:	Not reported		
Hazardous Substance Description:	Not reported		

Facility ID:	009068	Total Tanks:	6
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner:	FRANKIE THOMAS 1589 FRANKLIN ELKHART, IN 46516		
Owner Tel.:	219-294-8558	Owner Description:	Private/Corp.
Capacity.	010000	Material:	Steel
Tank Number:	011		
Tank Status:	Currently in use		
Int. Protection:	None		
Ext. Protection:	Cathodic		
Piping:	Fiberglass reinforced plastic		
Other Petroleum:	Not reported	Substance:	Gasoline
Closure Status:	Open	Invoice Date:	11/05/98
Release Features:	Release Tank Auto, Release Line Auto		
Protection Featrs:	Cathodic Tank, Spill Basins, Overfill-Shutoff		
Install Features:	None		
Install Date:	011590	Piping Method:	Pressurized
Closure Date:	Not reported	Last Used Date:	Not reported
Entry Date:	10/30/95	Revise Date:	02/13/95
Owner Tank ID:	Not reported		
Hazardous Substance Description:	Not reported		

R & R FOOD MART (Continued) **U000191273**

Facility ID:	009068	Total Tanks:	6
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner:	FRANKIE THOMAS 1589 FRANKLIN ELKHART, IN 46516		
Owner Tel.:	219-294-8558	Owner Description:	Private/Corp.
Capacity:	006000	Material:	Steel
Tank Number:	012		
Tank Status:	Currently in use		
Int. Protection:	None		
Ext. Protection:	Cathodic		
Piping:	Fiberglass reinforced plastic		
Other Petroleum:	Not reported	Substance:	Gasoline
Closure Status:	Open	Invoice Date:	11/05/98
Release Features:	Release Tank Auto, Release Line Auto		
Protection Featrs:	Cathodic Tank, Spill Basins, Overfill-Shutoff		
Install Features:	None		
Install Date:	011590	Piping Method:	Pressurized
Closure Date:	Not reported	Last Used Date:	Not reported
Entry Date:	10/30/95	Revise Date:	02/13/95
Owner Tank ID:	Not reported		

Hazardous Substance Description: Not reported

Facility ID:	009068	Total Tanks:	6
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status.	Not reported	Operation Type:	Not reported
Owner:	FRANKIE THOMAS 1589 FRANKLIN ELKHART, IN 46516		
Owner Tel.:	219-294-8558	Owner Description:	Private/Corp
Capacity:	006000	Material:	Steel
Tank Number:	013		
Tank Status:	Currently in use		
Int. Protection:	None		
Ext. Protection.	Cathodic		
Piping:	Fiberglass reinforced plastic		
Other Petroleum.	Not reported	Substance:	Gasoline
Closure Status:	Open	Invoice Date.	11/05/98
Release Features.	Release Tank Auto, Release Line Auto		
Protection Featrs:	Cathodic Tank, Spill Basins, Overfill-Shutoff		
Install Features:	None		
Install Date:	011590	Piping Method:	Pressurized
Closure Date:	Not reported	Last Used Date:	Not reported
Entry Date.	10/30/95	Revise Date:	02/13/95
Owner Tank ID:	Not reported		

Hazardous Substance Description: Not reported

A6 **VARIOUS SITES** **UST** **U003209636**
NW **W FRANKLIN / INDIANA** **LUST** **N/A**
1/4-1/2 **ELKHART, IN**
1655
Higher

VARIOUS SITES (Continued) **U003209636**

LUST:

Facility ID:	020271	Date received:	Not reported
Facility Contact:	Not reported		
Contact Title:	Not reported		
Contact Phone:	Not reported	Owner ID:	012000
Certification:	UNREGISTERED - NO NF ON FILE	Certification Date:	Not reported
Amendment:	00	Amended Date:	Not reported
Form Status:	Incomplete	Bill Cycle:	Problem (Billing problem)
Owner Effect Dt:	Not reported	Former Owner ID:	000000
EPA ID:	Not reported	Operation Type:	Unknown
Comment:	UNREGISTERED - From LUST Site - 3/21/96		
Data Entry Date:	Not reported	Revise Date:	Not reported
Site Number:	9201555		
Soil:	Yes	Ground Water:	No
Surface Water:	No	Utility Lines:	No
Drinking Water:	No	Vapors:	No
Substance:	Petroleum (LUST)	State Dollars:	No money spent
Initiated By:	Voluntary	Priority:	Medium
Disposition:	Active	Disposition Date:	Not reported
Owner:	Not reported		
Owner Address:	Not reported		
Owner Addr:	Not reported		
Owner Tele:	Not reported	Owner Description:	Not reported
Owner Contact:	Not reported		
Office State Fire Marshal ID:		Not reported	
Office State Fire Marshal ID Date:		Not reported	
Temporary Owner ID:		000000	
IDEM Responsible Staff:		xxx	
Utm East:	0000000	Utm North:	0000000
GSA ID:	Not reported	Federal ID:	Not reported
Operator:	Not reported		
Operator Addr:	Not reported		
Operator Phone:	Not reported		
Mailing Addr:	Not reported		
Soc Security No:	Not reported		
Comments:	FILE UPDATE		
Financial Responsibility Self Insurance:		Not reported	
Financial Responsibility Group Insurance:		Not reported	
Financial Responsibility Trust:		Not reported	
Financial Responsibility Guarantee.		Not reported	
Financial Responsibility Surety Bond:		Not reported	
Financial Responsibility Credit:		Not reported	
Financial Responsibility Local Government Bond:		Not reported	
Financial Responsibility Local Government Finance:		Not reported	
Financial Responsibility Local Government Guarantee:		Not reported	
Financial Responsibility Local Government Fund:		Not reported	

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7 WSW 1/4-1/2 1900 Higher

LUSHER STREET GROUNDWATER CONTAMINATION
LUSHER STREET
ELKHART, IN 46516

CERCLIS 1000240589
FINDS IND982073785

CERCLIS Classification Data:

Site Incident Category:	Not reported	Federal Facility:	Not a Federal Facility
Ownership Status:	Unknown	NPL Status:	Not on the NPL
Contact:	GRACE CO	Contact Tel:	(312) 353-6779

LUSHER STREET GROUNDWATER CONTAMINATION (Continued) **1000240589**

Contact: JANET PFUNDHELLER Contact Tel: (312) 353-5821

CERCLIS Assessment History:

Assessment:	DISCOVERY	Completed:	19880112
Assessment:	NON-NPL PRP SEARCH	Completed:	19880627
Assessment:	REMOVAL	Completed:	19880831
Assessment:	REMOVAL	Completed:	19880831
Assessment:	PRELIMINARY ASSESSMENT	Completed:	19891107
Assessment:	CONSENT DECREE	Completed:	19931112
Assessment:	SECTION 107 LITIGATION	Completed:	19931112

CERCLIS Site Status:
Not reported

CERCLIS Alias Name(s):
LUSHER STREET GROUNDWATER CONTAMINATION

FINDS:
Other Pertinent Environmental Activity Identified at Site:
State Systems

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8 NE 1/4-1/2 2247 Higher

HERMASEAL CO
1101 LAFAYETTE ST
ELKHART, IN 46514

FINDS **1000841365**
RCRIS-LQG **IND005215660**
TRIS
CORRACTS
RCRIS-TSD

CORRACTS Data:
Prioritization: Low
Status: Not reported

RCRIS:
Owner: DURAKOOL INC
(312) 555-1212

Contact: GEORGE BUCKLEN
(219) 264-1116

Record Date: 02/03/1994

Classification: Large Quantity Generator, Small Quantity Generator, TSDF

BIENNIAL REPORTS:
Last Biennial Reporting Year: 1997

Waste	Quantity (Lbs)	Waste	Quantity (Lbs)
D009	8190 00	F001	4451742.73
F005	536 00	F006	2912.00

Used Oil Recyc: No

TSDF Activities: Not reported

Violation Status: Violation information exist

HERMASEAL CO (Continued) **1000841365**

There are 18 violation record(s) reported at this site:

Evaluation	Area of Violation	Date of Compliance
Compliance Schedule Evaluation (CSE)	Generator-All Requirements	07/24/1997
	Generator-All Requirements	07/24/1997
	Generator-All Requirements	07/24/1997
Compliance Evaluation Inspection (CEI)	TSD-Closure/Post Closure Requirements	07/24/1997
	Generator-All Requirements	07/24/1997
	Generator-All Requirements	07/24/1997
	Generator-All Requirements	07/24/1997
Compliance Evaluation Inspection (CEI)	Generator-All Requirements	10/01/1994
	TSD-Other Requirements	10/01/1994
	TSD-Other Requirements	10/01/1994
Compliance Schedule Evaluation (CSE)	TSD-Other Requirements	02/08/1993
	Generator-All Requirements	02/08/1993
	TSD-Other Requirements	02/08/1993
Compliance Evaluation Inspection (CEI)	TSD-Other Requirements	02/08/1993
	Generator-All Requirements	02/08/1993
	TSD-Other Requirements	02/08/1993
Land Disposal Restriction Requirements Inspection	TSD-Land Ban Requirements	06/22/1993
Other Evaluation	Generator-Land Ban Requirements	04/02/1991
	TSD-Land Ban Requirements	04/02/1991
Compliance Evaluation Inspection (CEI)	TSD-Financial Responsibility Requirements	01/24/1991
	TSD-Other Requirements	01/24/1991
	TSD-Other Requirements	01/24/1991
Other Evaluation	Generator-Land Ban Requirements	
	TSD-Land Ban Requirements	

FINDS:
Other Pertinent Environmental Activity Identified at Site:
State Systems

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9 **ORGANIZATIONAL MAINT SHOP NO 12** **UST** **U000191357**
SSE **2313 OAKLAND AVE** **LUST** **N/A**
1/4-1/2 **ELKHART, IN 46517**
2298
Higher

ORGANIZATIONAL MAINT SHOP NO 12 (Continued) **U000191357**

LUST:

Facility ID:	012022	Date received:	05/13/86
Facility Contact:	LARRY G LAMPERT		
Contact Title:	SHOP CHIEF		
Contact Phone:	219-293-8380	Owner ID:	005401
Certification:	LARRY G LAMPERT	Certification Date:	03/31/86
Amendment:	01	Amended Date:	08/30/91
Form Status:	Complete	Bill Cycle:	Not reported
Owner Effect Dt:	Not reported	Former Owner ID:	000000
EPA ID:	Not reported	Operation Type:	Unknown
Comment:	Not reported		
Data Entry Date:	Not reported	Revise Date:	Not reported
Site Number:	9009589		
Soil:	Yes	Ground Water:	No
Surface Water:	No	Utility Lines:	No
Drinking Water:	No	Vapors:	No
Substance:	Petroleum (LUST)	State Dollars:	No money spent
Initiated By:	Voluntary	Priority:	Low
Disposition:	Discontinued	Disposition Date:	08/08/96
Owner:	Not reported		
Owner Address:	Not reported		
Owner Addr:	Not reported		
Owner Tele:	Not reported	Owner Description:	Not reported
Owner Contact:	Not reported		

Office State Fire Marshal ID: Not reported
Office State Fire Marshal ID Date. Not reported
Temporary Owner ID: 000000
IDEM Responsible Staff: xxx

Utm East:	0000000	Utm North:	0000000
GSA ID:	Not reported	Federal ID:	Not reported
Operator:	Not reported		
Operator Addr:	Not reported		
Operator Phone:	Not reported		
Mailing Addr:	Not reported		
Soc Security No:	Not reported		

Comments: 2 tanks removed/soil used as backfill/max TPH was 160ppm

Financial Responsibility Self Insurance:	Not reported
Financial Responsibility Group Insurance:	Not reported
Financial Responsibility Trust:	Not reported
Financial Responsibility Guarantee:	Not reported
Financial Responsibility Surety Bond:	Not reported
Financial Responsibility Credit:	Not reported
Financial Responsibility Local Government Bond:	Not reported
Financial Responsibility Local Government Finance:	Not reported
Financial Responsibility Local Government Guarantee:	Not reported
Financial Responsibility Local Government Fund:	Not reported

ORGANIZATIONAL MAINT SHOP NO 12 (Continued) **U000191357**

UST:

Facility ID:	012022	Total Tanks:	2
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner:	MILITARY DEPARTMENT OF INDIANA 2002 S HOLT RD INDIANAPOLIS, IN 46241-4839		
Owner Tel.:	317-247-3105	Owner Description:	Private/Corp.
Capacity:	006000	Material:	Unknown
Tank Number:	001		
Tank Status:	Permanently out of service		
Int. Protection:	Unknown		
Ext Protection:	Unknown		
Piping:	Unknown		
Other Petroleum:	Not reported	Substance:	Gasoline
Closure Status:	Open	Invoice Date:	10/05/91
Release Features:	None		
Protection Featrs:	None		
Install Features.	None		
Install Date:	Not reported	Piping Method:	Unknown
Closure Date	Not reported	Last Used Date.	06/01/91
Entry Date.	10/30/95	Revise Date:	10/30/95
Owner Tank ID:	Not reported		
Hazardous Substance Description:	Not reported		

Facility ID:	012022	Total Tanks:	2
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner	MILITARY DEPARTMENT OF INDIANA 2002 S HOLT RD INDIANAPOLIS, IN 46241-4839		
Owner Tel.:	317-247-3105	Owner Description:	Private/Corp.
Capacity:	006000	Material.	Unknown
Tank Number.	002		
Tank Status:	Permanently out of service		
Int. Protection:	Unknown		
Ext. Protection:	Unknown		
Piping:	Unknown		
Other Petroleum:	Not reported	Substance:	Used Oil
Closure Status:	Open	Invoice Date:	10/05/91
Release Features	None		
Protection Featrs:	None		
Install Features:	None		
Install Date.	Not reported	Piping Method:	Unknown
Closure Date:	Not reported	Last Used Date:	06/01/91
Entry Date:	10/30/95	Revise Date:	10/30/95
Owner Tank ID:	Not reported		
Hazardous Substance Description:	Not reported		

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10 **ELKHART DOOR INC** **UST** **U001829086**
SSW **1515 LEININGER AVE** **LUST** **N/A**
1/4-1/2 **ELKHART, IN 46517**
2433
Higher

ELKHART DOOR INC (Continued) **U001829086**

LUST:

Facility ID:	018913	Date received:	01/13/94
Facility Contact:	GUY VIDMAR		
Contact Title:	CONTROLLER		
Contact Phone:	219-294-5428	Owner ID:	011103
Certification:	GUY VIDMAR	Certification Date:	01/03/94
Amendment:	01	Amended Date:	02/27/95
Form Status:	Complete	Bill Cycle:	Not reported
Owner Effect Dt:	12/01/71	Former Owner ID:	000000
EPA ID:	Not reported	Operation Type:	Commercial
Comment:	Not reported		
Data Entry Date:	Not reported	Revise Date:	Not reported
Site Number:	9009594		
Soil:	Yes	Ground Water:	Yes
Surface Water:	No	Utility Lines:	No
Drinking Water:	No	Vapors:	No
Substance:	Petroleum (LUST)	State Dollars:	No money spent
Initiated By:	Voluntary	Priority:	Medium
Disposition:	Active	Disposition Date:	Not reported
Owner:	Not reported		
Owner Address:	Not reported		
Owner Addr:	Not reported		
Owner Tele:	Not reported	Owner Description:	Not reported
Owner Contact:	Not reported		
Office State Fire Marshal ID:		Not reported	
Office State Fire Marshal ID Date:		Not reported	
Temporary Owner ID:		000000	
IDEM Responsible Staff:		xxx	
Utm East:	0000000	Utm North:	0000000
GSA ID:	Not reported	Federal ID:	Not reported
Operator:	Not reported		
Operator Addr:	Not reported		
Operator Phone:	Not reported		
Mailing Addr:	Not reported		
Soc Security No:	Not reported		
Comments:	UNKNOWN		
Financial Responsibility Self Insurance:		Not reported	
Financial Responsibility Group Insurance:		Not reported	
Financial Responsibility Trust:		Not reported	
Financial Responsibility Guarantee:		Not reported	
Financial Responsibility Surety Bond:		Not reported	
Financial Responsibility Credit:		Not reported	
Financial Responsibility Local Government Bond:		Not reported	
Financial Responsibility Local Government Finance		Not reported	
Financial Responsibility Local Government Guarantee:		Not reported	
Financial Responsibility Local Government Fund:		Not reported	

ELKHART DOOR INC (Continued) **U001829086**

UST:

Facility ID:	018913	Total Tanks	1
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner:	RICHARD HAINES PO BOX 2177 ELKHART, IN 46515		
Owner Tel.:	219-294-5428	Owner Descnption:	Private/Corp.
Capacity:	008000	Material:	Steel
Tank Number:	001		
Tank Status:	Permanently out of service		
Int. Protection:	None		
Ext. Protection:	None		
Piping:	Galvanized steel		
Other Petroleum:	Not reported	Substance:	Diesel
Closure Status:	In-Place	Invoice Date.	10/15/94
Release Features.	None		
Protection Featrs:	None		
Install Features:	None		
Install Date:	053068	Piping Method:	American Suction
Closure Date:	03/24/94	Last Used Date:	09/15/85
Entry Date:	03/29/94	Revise Date:	03/06/95
Owner Tank ID:	Not reported		
Hazardous Substance Description:	Not reported		

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11 **OAKLAND AUTO SERVICE** **UST** **U003094732**
SE **1207 W LUSHER AVE** **LUST** **N/A**
1/4-1/2 **ELKHART, IN 46517**
2440
Higher

OAKLAND AUTO SERVICE (Continued) **U003094732**

LUST:

Facility ID:	017117	Date received:	10/23/95
Facility Contact:	ELKHART		
Contact Title:	OWNER		
Contact Phone:	Not reported	Owner ID:	009609
Certification:	GERALD MCLEMORE	Certification Date:	07/23/90
Amendment:	00	Amended Date:	Not reported
Form Status:	Incomplete	Bill Cycle:	Not reported
Owner Effect Dt.	06/06/85	Former Owner ID:	000000
EPA ID:	Not reported	Operation Type:	Unknown
Comment:	Not reported		
Data Entry Date:	Not reported	Revise Date:	Not reported
Site Number:	9008593		
Soil:	Yes	Ground Water:	No
Surface Water:	No	Utility Lines:	No
Drinking Water:	No	Vapors:	No
Substance:	Petroleum (LUST)	State Dollars	No money spent
Initiated By:	Voluntary	Priority:	Low
Disposition:	No Further Action	Disposition Date:	07/24/96
Owner:	Not reported		
Owner Address:	Not reported		
Owner Addr:	Not reported		
Owner Tele:	Not reported	Owner Description:	Not reported
Owner Contact:	Not reported		
Office State Fire Marshal ID:		Not reported	
Office State Fire Marshal ID Date:		Not reported	
Temporary Owner ID:		000000	
IDEM Responsible Staff:		xxx	
Utm East:	0000000	Utm North:	0000000
GSA ID:	Not reported	Federal ID:	Not reported
Operator:	Not reported		
Operator Addr:	Not reported		
Operator Phone:	Not reported		
Mailing Addr:	Not reported		
Soc Security No:	Not reported		
Comments:	UST removed\overexcavated the soil\TPH levels ND		
Financial Responsibility Self Insurance:		Not reported	
Financial Responsibility Group Insurance:		Not reported	
Financial Responsibility Trust:		Not reported	
Financial Responsibility Guarantee:		Not reported	
Financial Responsibility Surety Bond:		Not reported	
Financial Responsibility Credit:		Not reported	
Financial Responsibility Local Government Bond:		Not reported	
Financial Responsibility Local Government Finance:		Not reported	
Financial Responsibility Local Government Guarantee:		Not reported	
Financial Responsibility Local Government Fund:		Not reported	

OAKLAND AUTO SERVICE (Continued) **U003094732**

UST:

Facility ID:	017117	Total Tanks:	4
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner:	GERALD MCLEMORE 1207 W LUSHER AVE ELKHART, IN 46517		
Owner Tel.:	UNKNOWN	Owner Description:	Unknown
Capacity:	004000	Material:	Steel
Tank Number:	001		
Tank Status:	Permanently out of service		
Int. Protection:	Interior Lining		
Ext. Protection:	Cathodic		
Piping:	Galvanized steel, Fiberglass reinforced plastic		
Other Petroleum:	Not reported	Substance:	Kerosene
Closure Status:	Open	Invoice Date:	10/14/95
Release Features:	None		
Protection Featrs:	None		
Install Features:	None		
Install Date:	010155	Piping Method:	Unknown
Closure Date:	09/08/95	Last Used Date:	Not reported
Entry Date:	10/30/95	Revise Date:	12/13/95
Owner Tank ID:	Not reported		
Hazardous Substance Description:	Not reported		

Facility ID:	017117	Total Tanks:	4
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner:	GERALD MCLEMORE 1207 W LUSHER AVE ELKHART, IN 46517		
Owner Tel.:	UNKNOWN	Owner Description:	Unknown
Capacity:	005000	Material:	Steel
Tank Number:	002		
Tank Status:	Permanently out of service		
Int. Protection:	Interior Lining		
Ext. Protection:	Cathodic		
Piping:	Galvanized steel, Fiberglass reinforced plastic		
Other Petroleum:	Not reported	Substance:	Gasoline
Closure Status:	Open	Invoice Date:	10/14/95
Release Features:	None		
Protection Featrs:	None		
Install Features:	None		
Install Date:	010155	Piping Method:	Unknown
Closure Date:	09/08/95	Last Used Date:	Not reported
Entry Date:	10/30/95	Revise Date:	12/13/95
Owner Tank ID:	Not reported		
Hazardous Substance Description:	Not reported		

OAKLAND AUTO SERVICE (Continued) **U003094732**

Facility ID:	017117	Total Tanks:	4
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner:	GERALD MCLEMORE 1207 W LUSHER AVE ELKHART, IN 46517		
Owner Tel.:	UNKNOWN	Owner Description:	Unknown
Capacity:	006000	Material:	Steel
Tank Number:	003		
Tank Status:	Permanently out of service		
Int. Protection:	Interior Lining		
Ext. Protection:	Cathodic		
Piping:	Galvanized steel, Fiberglass reinforced plastic		
Other Petroleum:	Not reported	Substance:	Gasoline
Closure Status:	Open	Invoice Date:	10/14/95
Release Features:	None		
Protection Featrs:	None		
Install Features:	None		
Install Date:	010155	Piping Method.	Unknown
Closure Date:	09/08/95	Last Used Date:	Not reported
Entry Date:	10/30/95	Revise Date:	12/13/95
Owner Tank ID.	Not reported		
Hazardous Substance Description:	Not reported		

Facility ID:	017117	Total Tanks:	4
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner:	GERALD MCLEMORE 1207 W LUSHER AVE ELKHART, IN 46517		
Owner Tel.:	UNKNOWN	Owner Description:	Unknown
Capacity.	001000	Material:	Steel
Tank Number:	004		
Tank Status:	Permanently out of service		
Int. Protection:	None		
Ext. Protection:	None		
Piping:	Galvanized steel		
Other Petroleum.	Not reported	Substance:	Kerosene
Closure Status:	Open	Invoice Date:	Not reported
Release Features:	None		
Protection Featrs:	None		
Install Features:	None		
Install Date:	010155	Piping Method:	Unknown
Closure Date:	09/08/95	Last Used Date.	06/01/90
Entry Date:	10/30/95	Revise Date:	12/13/95
Owner Tank ID:	Not reported		
Hazardous Substance Description:	Not reported		

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)	Facility ID
ELKHART	1001301512	COUNTY ROAD 45 PIT SOLID FILL	24399 CR 45	46516	FINDS, SWF/LF	
ELKHART	1001114913	WOODLAWN INDUSTRIAL DEVELOPMENT	BRISTOL	46516	CERCLIS, FINDS	
ELKHART	U000187297	ELKHART YARD	CONRAIL YARD LUSHER AVE	46514	UST, LUST	015729
ELKHART	94375851	ELKHART RIVER INTERSECTION OF WATERFALL AND EAST HIGH ST	ELKHART RIVER INTERSECTION OF WATERFA AND EAST HIGH ST		ERNS	
ELKHART	1000239913	ELKHART GASOLINE SPILL	ST JOSEPH RIV & FRANKLIN ST	46516	CERC-NFRAP	
ELKHART	U003209521	SEE FAC ID 10907 DUP FILE 2	N LUSHER ST		UST, LUST	020080
ELKHART	1000387095	FIRST CLASS BODY AND PAINT	NA	46516	RCRIS-SQG, FINDS	
ELKHART	1001230575	NORTH SHORE DRIVE	NORTH SHORE DRIVE	46514	CERCLIS, FINDS	
ELKHART COUNTY	S103905882	EARTHMOVERS LANDFILL	CR 26, 1/2 MILE EAST OF CR 7		SWF/LF	
ELKHART COUNTY	S103905883	ELKHART COUNTY LANDFILL	CR 7, 1 1/2 MILES SOUTH OF CR 20, 59530		SWF/LF	

GEOCHECK VERSION 2.1 ADDENDUM
GROUNDWATER FLOW INFORMATION

Map ID Direction Distance Elevation	Site	
1g	Site ID:	10547
NE	Groundwater Flow:	NW
1 - 2 Miles	Water Table Depth:	7.87-8.32
Lower	Date:	Feb-92
2g	Site ID:	16574
NE	Groundwater Flow:	NNE
1 - 2 Miles	Water Table Depth:	6-7
Lower	Date:	Dec-90
3g	Site ID:	1304
NNE	Groundwater Flow:	NOT REPORTED
1 - 2 Miles	Water Table Depth:	10.55-14.39
Lower	Date:	Jun-95
4g	Site ID:	429
NNE	Groundwater Flow:	NOT REPORTED
1 - 2 Miles	Water Table Depth:	30-40
Lower	Date:	Oct-90
5g	Site ID:	1633
ENE	Groundwater Flow:	NE
1 - 2 Miles	Water Table Depth:	18.0-DRY
Lower	Date:	Mar-91
6g	Site ID:	15134
WNW	Groundwater Flow:	NOT REPORTED
1/2 - 1 Mile	Water Table Depth:	10.71-12.43
Lower	Date:	Jan-98
7g	Site ID:	19568
ENE	Groundwater Flow:	NNE
1/2 - 1 Mile	Water Table Depth:	8-9
Lower	Date:	Mar-91
8g	Site ID:	15256
SE	Groundwater Flow:	SSE
1 - 2 Miles	Water Table Depth:	18-19
Lower	Date:	Sep-89
9g	Site ID:	15144
SW	Groundwater Flow:	S
1 - 2 Miles	Water Table Depth:	AVG 16.0
Lower	Date.	Dec-97
10g	Site ID:	9063
SW	Groundwater Flow:	SSW
1 - 2 Miles	Water Table Depth:	AVG 15
Lower	Date:	Nov-93
11g	Site ID:	10584
SW	Groundwater Flow:	NW
1 - 2 Miles	Water Table Depth:	11.0-13 0
Lower	Date:	Jul-93

GEOCHECK VERSION 2.1
GROUNDWATER FLOW INFORMATION

Map ID Direction Distance Elevation	Site	
12g	Site ID:	6750
SW	Groundwater Flow:	NW
1 - 2 Miles	Water Table Depth:	11.47-13.50
Lower	Date:	Mar-97

GEOCHECK VERSION 2.1
STATE DATABASE WELL INFORMATION

Water Wells Information:

Well Within >2 Miles of Target Property (Eastern Quadrant)

Pub. Water Supply ID:	2200810	Type	Non-community Well
Source Type:	Ground	Population:	25
System Name:	K-MART #4249 3501 SOUTH MAIN STREET ELKHART, IN 46517		
Non-transient Status:	Transient		
Operator's Name:	K-MART #4249		
Operator's Phone:	(219)293-6556		
Contact:	MS. MARGARET CARROW		
Contact Phone:	(219)293-6556	County:	ELKHART

Well Within 1/2 - 1 Mile of Target Property (Western Quadrant)

Pub. Water Supply ID:	2200927	Type:	Non-community Well
Source Type:	Ground	Population:	400
System Name:	CONSOLIDATED RAIL CORP. WELLS A&B 2600 WEST LUSHER AVENUE ELKHART, IN 46515		
Non-transient Status:	Non-Transient		
Operator's Name:	BILL MARTIN		
Operator's Phone:	(219)296-2326		
Contact.	BILL MARTIN		
Contact Phone:	(219)296-2326	County:	ELKHART

GEOCHECK VERSION 2.1
PUBLIC WATER SUPPLY SYSTEM INFORMATION

Searched by Nearest PWS.

PWS SUMMARY:

PWS ID:	IN2200349	PWS Status:	Active	Distance from TP:	1/2 - 1 Mile
Date Initiated:	March / 1981	Date Deactivated:	Not Reported	Dir relative to TP:	North
PWS Name:	CHICKEN COOP OF INDIANA INC 2727 BENHAM AVE ELKHART, IN 46514				

Addressee / Facility: Not Reported

Facility Latitude:	41 40 54	Facility Longitude:	085 58 36
City Served:	ELKHART		
Treatment Class:	Untreated	Population Served:	501 - 1,000 Persons

PWS currently has or has had major violation(s) or enforcement: No

EPA Waste Codes Addendum

Code	Description
D001	IGNITABLE HAZARDOUS WASTES ARE THOSE WASTES WHICH HAVE A FLASHPOINT OF LESS THAN 140 DEGREES FAHRENHEIT AS DETERMINED BY A PENSKY-MARTENS CLOSED CUP FLASH POINT TESTER. ANOTHER METHOD OF DETERMINING THE FLASH POINT OF A WASTE IS TO REVIEW THE MATERIAL SAFETY DATA SHEET, WHICH CAN BE OBTAINED FROM THE MANUFACTURER OR DISTRIBUTOR OF THE MATERIAL. LACQUER THINNER IS AN EXAMPLE OF A COMMONLY USED SOLVENT WHICH WOULD BE CONSIDERED AS IGNITABLE HAZARDOUS WASTE.
D009	MERCURY
F001	THE FOLLOWING SPENT HALOGENATED SOLVENTS USED IN DEGREASING: TETRACHLOROETHYLENE, TRICHLOROETHYLENE, METHYLENE CHLORIDE, 1,1,1-TRICHLOROETHANE, CARBON TETRACHLORIDE, AND CHLORINATED FLUOROCARBONS; ALL SPENT SOLVENT MIXTURES/BLENDS USED IN DEGREASING CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F002, F004, AND F005, AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
F003	THE FOLLOWING SPENT NON-HALOGENATED SOLVENTS: XYLENE, ACETONE, ETHYL ACETATE, ETHYL BENZENE, ETHYL ETHER, METHYL ISOBUTYL KETONE, N-BUTYL ALCOHOL, CYCLOHEXANONE, AND METHANOL; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONLY THE ABOVE SPENT NON-HALOGENATED SOLVENTS; AND ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, ONE OR MORE OF THE ABOVE NON-HALOGENATED SOLVENTS, AND, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THOSE SOLVENTS LISTED IN F001, F002, F004, AND F005, AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
F005	THE FOLLOWING SPENT NON-HALOGENATED SOLVENTS: TOLUENE, METHYL ETHYL KETONE, CARBON DISULFIDE, ISOBUTANOL, PYRIDINE, BENZENE, 2-ETHOXYETHANOL, AND 2-NITROPROPANE; ALL SPENT SOLVENT MIXTURES/BLENDS CONTAINING, BEFORE USE, A TOTAL OF TEN PERCENT OR MORE (BY VOLUME) OF ONE OR MORE OF THE ABOVE NON-HALOGENATED SOLVENTS OR THOSE SOLVENTS LISTED IN F001, F002, OR F004; AND STILL BOTTOMS FROM THE RECOVERY OF THESE SPENT SOLVENTS AND SPENT SOLVENT MIXTURES.
F006	WASTEWATER TREATMENT SLUDGES FROM ELECTROPLATING OPERATIONS EXCEPT FROM THE FOLLOWING PROCESSES: (1) SULFURIC ACID ANODIZING OF ALUMINUM; (2) TIN PLATING ON CARBON STEEL; (3) ZINC PLATING (SEGREGATED BASIS) ON CARBON STEEL; (4) ALUMINUM OR ZINC-ALUMINUM PLATING ON CARBON STEEL; (5) CLEANING/STRIPPING ASSOCIATED WITH TIN, ZINC AND ALUMINUM PLATING ON CARBON STEEL; AND (6) CHEMICAL ETCHING AND MILLING OF ALUMINUM.

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

To maintain currency of the following federal and state databases, EDR contacts the appropriate governmental agency on a monthly or quarterly basis, as required.

Elapsed ASTM days: Provides confirmation that this EDR report meets or exceeds the 90-day updating requirement of the ASTM standard.

FEDERAL ASTM RECORDS:

CERCLIS: Comprehensive Environmental Response, Compensation, and Liability Information System
Source: EPA
Telephone: 703-413-0223
CERCLIS contains data on potentially hazardous waste sites that have been reported to the USEPA by states, municipalities, private companies and private persons, pursuant to Section 103 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLIS contains sites which are either proposed to or on the National Priorities List (NPL) and sites which are in the screening and assessment phase for possible inclusion on the NPL.

Date of Government Version: 08/26/99
Date Made Active at EDR: 11/11/99
Database Release Frequency: Quarterly
Date of Data Arrival at EDR: 08/30/99
Elapsed ASTM days: 73
Date of Last EDR Contact: 08/30/99

ERNS: Emergency Response Notification System
Source: EPA/NTIS
Telephone. 202-260-2342
Emergency Response Notification System. ERNS records and stores information on reported releases of oil and hazardous substances.

Date of Government Version: 08/05/99
Date Made Active at EDR: 09/23/99
Database Release Frequency: Quarterly
Date of Data Arrival at EDR: 08/06/99
Elapsed ASTM days: 48
Date of Last EDR Contact: 11/01/99

NPL: National Priority List
Source: EPA
Telephone: N/A
National Priorities List (Superfund). The NPL is a subset of CERCLIS and identifies over 1,200 sites for priority cleanup under the Superfund Program NPL sites may encompass relatively large areas. As such, EDR provides polygon coverage for over 1,000 NPL site boundaries produced by EPA's Environmental Photographic Interpretation Center (EPIC).

Date of Government Version: 07/22/99
Date Made Active at EDR: 09/10/99
Database Release Frequency: Semi-Annually
Date of Data Arrival at EDR: 08/05/99
Elapsed ASTM days: 36
Date of Last EDR Contact: 08/05/99

RCRIS: Resource Conservation and Recovery Information System
Source: EPA/NTIS
Telephone: 800-424-9346
Resource Conservation and Recovery Information System. RCRIS includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA).

Date of Government Version: 08/01/99
Date Made Active at EDR: 11/11/99
Database Release Frequency: Semi-Annually
Date of Data Arrival at EDR: 09/14/99
Elapsed ASTM days: 58
Date of Last EDR Contact: 10/04/99

CORRACTS: Corrective Action Report
Source: EPA
Telephone: 800-424-9346
CORRACTS identifies hazardous waste handlers with RCRA corrective action activity.

Date of Government Version: 03/01/99
Date Made Active at EDR: 04/16/99
Database Release Frequency: Semi-Annually
Date of Data Arrival at EDR: 03/17/99
Elapsed ASTM days: 30
Date of Last EDR Contact: 09/13/99

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

FEDERAL NON-ASTM RECORDS:

BRS: Biennial Reporting System
Source: EPA/NTIS
Telephone: 800-424-9346
The Biennial Reporting System is a national system administered by the EPA that collects data on the generation and management of hazardous waste. BRS captures detailed data from two groups: Large Quantity Generators (LQG) and Treatment, Storage, and Disposal Facilities.

Date of Government Version: 12/31/95
Database Release Frequency: Biennially
Date of Last EDR Contact: 09/23/99
Date of Next Scheduled EDR Contact: 12/20/99

CONSENT: Superfund (CERCLA) Consent Decrees
Source: EPA Regional Offices
Telephone: Varies
Major legal settlements that establish responsibility and standards for cleanup at NPL (Superfund) sites. Released periodically by United States District Courts after settlement by parties to litigation matters.

Date of Government Version: Varies
Database Release Frequency: Varies
Date of Last EDR Contact: Varies
Date of Next Scheduled EDR Contact: N/A

FINDS: Facility Index System/Facility Identification Initiative Program Summary Report
Source: EPA
Telephone: N/A
Facility Index System. FINDS contains both facility information and 'pointers' to other sources that contain more detail. EDR includes the following FINDS databases in this report: PCS (Permit Compliance System), AIRS (Aerometric Information Retrieval System), DOCKET (Enforcement Docket used to manage and track information on civil judicial enforcement cases for all environmental statutes), FURS (Federal Underground Injection Control), C-DOCKET (Criminal Docket System used to track criminal enforcement actions for all environmental statutes), FFIS (Federal Facilities Information System), STATE (State Environmental Laws and Statutes), and PADS (PCB Activity Data System).

Date of Government Version: 04/01/99
Database Release Frequency: Quarterly
Date of Last EDR Contact: 10/13/99
Date of Next Scheduled EDR Contact: 01/10/00

HMIRS: Hazardous Materials Information Reporting System
Source. U.S. Department of Transportation
Telephone: 202-366-4526
Hazardous Materials Incident Report System. HMIRS contains hazardous material spill incidents reported to DOT.

Date of Government Version: 12/31/98
Database Release Frequency: Annually
Date of Last EDR Contact: 10/28/99
Date of Next Scheduled EDR Contact: 01/24/00

MLTS: Material Licensing Tracking System
Source: Nuclear Regulatory Commission
Telephone: 301-415-7169
MLTS is maintained by the Nuclear Regulatory Commission and contains a list of approximately 8,100 sites which possess or use radioactive materials and which are subject to NRC licensing requirements. To maintain currency, EDR contacts the Agency on a quarterly basis.

Date of Government Version: 12/08/98
Database Release Frequency: Quarterly
Date of Last EDR Contact: 10/12/99
Date of Next Scheduled EDR Contact: 01/10/00

NPL LIENS: Federal Superfund Liens
Source. EPA
Telephone: 205-564-4267
Federal Superfund Liens. Under the authority granted the USEPA by the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980, the USEPA has the authority to file liens against real property in order to recover remedial action expenditures or when the property owner receives notification of potential liability. USEPA compiles a listing of filed notices of Superfund Liens.

Date of Government Version: 10/15/91
Database Release Frequency: No Update Planned
Date of Last EDR Contact: 08/27/99
Date of Next Scheduled EDR Contact: 01/22/00

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

PADS: PCB Activity Database System
Source: EPA
Telephone: 202-260-3936
PCB Activity Database. PADS Identifies generators, transporters, commercial storers and/or brokers and disposers of PCB's who are required to notify the EPA of such activities.

Date of Government Version: 09/22/97
Database Release Frequency: No Update Planned
Date of Last EDR Contact: 08/17/99
Date of Next Scheduled EDR Contact: 02/14/00

RAATS: RCRA Administrative Action Tracking System
Source. EPA
Telephone: 202-564-4104
RCRA Administration Action Tracking System RAATS contains records based on enforcement actions issued under RCRA pertaining to major violators and includes administrative and civil actions brought by the EPA. For administration actions after September 30, 1995, data entry in the RAATS database was discontinued. EPA will retain a copy of the database for historical records. It was necessary to terminate RAATS because a decrease in agency resources made it impossible to continue to update the information contained in the database.

Date of Government Version: 04/17/95
Database Release Frequency: No Update Planned
Date of Last EDR Contact: 09/13/99
Date of Next Scheduled EDR Contact: 12/13/99

ROD: Records Of Decision
Source: NTIS
Telephone: 703-416-0223
Record of Decision. ROD documents mandate a permanent remedy at an NPL (Superfund) site containing technical and health information to aid in the cleanup.

Date of Government Version: 01/31/99
Database Release Frequency: Annually
Date of Last EDR Contact: 10/06/99
Date of Next Scheduled EDR Contact: 11/22/99

TRIS: Toxic Chemical Release Inventory System
Source: EPA
Telephone: 202-260-1531
Toxic Release Inventory System. TRIS identifies facilities which release toxic chemicals to the air, water and land in reportable quantities under SARA Title III Section 313.

Date of Government Version: 12/31/97
Database Release Frequency: Annually
Date of Last EDR Contact: 09/27/99
Date of Next Scheduled EDR Contact: 12/27/99

TSCA: Toxic Substances Control Act
Source: EPA
Telephone: 202-260-1444
Toxic Substances Control Act. TSCA identifies manufacturers and importers of chemical substances included on the TSCA Chemical Substance Inventory list. It includes data on the production volume of these substances by plant site.

Date of Government Version: 12/31/94
Database Release Frequency: Every 4 Years
Date of Last EDR Contact: 09/20/99
Date of Next Scheduled EDR Contact: 01/24/00

MINES: Mines Master Index File
Source: Department of Labor, Mine Safety and Health Administration
Telephone. 303-231-5959

Date of Government Version: 08/01/98
Database Release Frequency Semi-Annually
Date of Last EDR Contact: 10/04/99
Date of Next Scheduled EDR Contact: 01/03/00

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

STATE OF INDIANA ASTM RECORDS:

LUST: Lust List
Source: Department of Environmental Management
Telephone: 317-308-3008
Leaking Underground Storage Tank Incident Reports. LUST records contain an inventory of reported leaking underground storage tank incidents. Not all states maintain these records, and the information stored varies by state.

Date of Government Version: 07/16/99
Date Made Active at EDR: 09/10/99
Database Release Frequency: Annually
Date of Data Arrival at EDR: 07/19/99
Elapsed ASTM days: 53
Date of Last EDR Contact: 09/13/99

SHWS: List of Hazardous Waste Response Sites Scored Using the Indiana Scoring Model
Source: Department of Environmental Management
Telephone: 317-308-3052
State Hazardous Waste Sites. State hazardous waste site records are the states' equivalent to CERCLIS. These sites may or may not already be listed on the federal CERCLIS list. Priority sites planned for cleanup using state funds (state equivalent of Superfund) are identified along with sites where cleanup will be paid for by potentially responsible parties. Available information varies by state.

Date of Government Version: 12/10/98
Date Made Active at EDR: 02/09/99
Database Release Frequency: Annually
Date of Data Arrival at EDR: 01/11/99
Elapsed ASTM days: 29
Date of Last EDR Contact: 10/15/99

LF: Permitted Solid Waste Facilities
Source: Department of Environmental Management
Telephone: 317-232-0066
Solid Waste Facilities/Landfill Sites. SWF/LF type records typically contain an inventory of solid waste disposal facilities or landfills in a particular state. Depending on the state, these may be active or inactive facilities or open dumps that failed to meet RCRA Subtitle D Section 4004 criteria for solid waste landfills or disposal sites.

Date of Government Version: 07/13/99
Date Made Active at EDR: 09/10/99
Database Release Frequency: Semi-Annually
Date of Data Arrival at EDR: 07/26/99
Elapsed ASTM days: 46
Date of Last EDR Contact: 10/18/99

UST: Indiana Registered Underground Storage Tanks
Source: Department of Environmental Management
Telephone: 317-308-3008
Registered Underground Storage Tanks. UST's are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA) and must be registered with the state department responsible for administering the UST program. Available information varies by state program.

Date of Government Version: 07/16/99
Date Made Active at EDR: 10/05/99
Database Release Frequency: Quarterly
Date of Data Arrival at EDR: 07/19/99
Elapsed ASTM days: 78
Date of Last EDR Contact: 08/30/99

STATE OF INDIANA NON-ASTM RECORDS:

SPILLS: Spills Incidents
Source: Department of Environmental Management
Telephone: 317-308-3008

Date of Government Version: 07/16/99
Database Release Frequency: Semi-Annually
Date of Last EDR Contact: 09/13/99
Date of Next Scheduled EDR Contact: 10/11/99

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Historical and Other Database(s)

Depending on the geographic area covered by this report, the data provided in these specialty databases may or may not be complete. For example, the existence of wetlands information data in a specific report does not mean that all wetlands in the area covered by the report are included. Moreover, the absence of any reported wetlands information does not necessarily mean that wetlands do not exist in the area covered by the report.

Former Manufactured Gas (Coal Gas) Sites: The existence and location of Coal Gas sites is provided exclusively to EDR by Real Property Scan, Inc. ©Copyright 1993 Real Property Scan, Inc. For a technical description of the types of hazards which may be found at such sites, contact your EDR customer service representative.

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The information contained in this report has predominantly been obtained from publicly available sources produced by entities other than Real Property Scan. While reasonable steps have been taken to insure the accuracy of this report, Real Property Scan does not guarantee the accuracy of this report. Any liability on the part of Real Property Scan is strictly limited to a refund of the amount paid. No claim is made for the actual existence of toxins at any site. This report does not constitute a legal opinion.

DELISTED NPL: NPL Deletions
Source: EPA
Telephone: N/A
The National Oil and Hazardous Substances Pollution Contingency Plan (NCP) establishes the criteria that the EPA uses to delete sites from the NPL. In accordance with 40 CFR 300.425.(e), sites may be deleted from the NPL where no further response is appropriate

Date of Government Version: 06/24/99
Date Made Active at EDR: 09/10/99
Database Release Frequency: Semi-Annually
Date of Data Arrival at EDR: 08/10/99
Elapsed ASTM days: 31
Date of Last EDR Contact: 08/10/99

NFRAP: No Further Remedial Action Planned
Source: EPA
Telephone: 703-413-0223
As of February 1995, CERCLIS sites designated "No Further Remedial Action Planned" (NFRAP) have been removed from CERCLIS. NFRAP sites may be sites where, following an initial investigation, no contamination was found, contamination was removed quickly without the need for the site to be placed on the NPL, or the contamination was not serious enough to require Federal Superfund action or NPL consideration. EPA has removed approximately 25,000 NFRAP sites to lift the unintended barriers to the redevelopment of these properties and has archived them as historical records so EPA does not needlessly repeat the investigations in the future. This policy change is part of the EPA's Brownfields Redevelopment Program to help cities, states, private investors and affected citizens to promote economic redevelopment of unproductive urban sites.

Date of Government Version: 08/26/99
Date Made Active at EDR: 11/11/99
Database Release Frequency: Quarterly
Date of Data Arrival at EDR: 08/30/99
Elapsed ASTM days: 73
Date of Last EDR Contact: 08/30/99

PWS: Public Water Systems
Source: EPA/Office of Drinking Water
Telephone: 202-260-2805
Public Water System data from the Federal Reporting Data System. A PWS is any water system which provides water to at least 25 people for at least 60 days annually PWSs provide water from wells, rivers and other sources.

PWS ENF: Public Water Systems Violation and Enforcement Data
Source: EPA/Office of Drinking Water
Telephone: 202-260-2805
Violation and Enforcement data for Public Water Systems from the Safe Drinking Water Information System (SWDIS) after August 1995. Prior to August 1995, the data came from the Federal Reporting Data System (FRDS).

GOVERNMENT RECORDS SEARCHED / DATA CURRENCY TRACKING

Area Radon Information: The National Radon Database has been developed by the U.S. Environmental Protection Agency (USEPA) and is a compilation of the EPA/State Residential Radon Survey and the National Residential Radon Survey. The study covers the years 1986 - 1992 Where necessary data has been supplemented by information collected at private sources such as universities and research institutions

EPA Radon Zones: Sections 307 & 309 of IRAA directed EPA to list and identify areas of U.S. with the potential for elevated indoor radon levels

Oil/Gas Pipelines/Electrical Transmission Lines: This data was obtained by EDR from the USGS in 1994. It is referred to by USGS as GeoData Digital Line Graphs from 1:100,000-Scale Maps. It was extracted from the transportation category including some oil, but primanly gas pipelines and electrical transmission lines.

Sensitive Receptors: There are individuals deemed sensitive receptors due to their fragile immune systems and special sensitivity to environmental discharges. These sensitive receptors typically include the elderly, the sick, and children. While the location of all sensitive receptors cannot be determined, EDR indicates those buildings and facilities - schools, daycares, hospitals, medical centers, and nursing homes - where individuals who are sensitive receptors are likely to be located.

USGS Water Wells: In November 1971 the United States Geological Survey (USGS) implemented a national water resource information tracking system. This database contains descriptive information on sites where the USGS collects or has collected data on surface water and/or groundwater. The groundwater data includes information on more than 900,000 wells, springs, and other sources of groundwater.

Flood Zone Data: This data, available in select counties across the country, was obtained by EDR in 1999 from the Federal Emergency Management Agency (FEMA). Data depicts 100-year and 500-year flood zones as defined by FEMA.

NWI: National Wetlands Inventory. This data, available in select counties across the country, was obtained by EDR in March 1997 from the U.S. Fish and Wildlife Service.

Epicenters: World earthquake epicenters, Richter 5 or greater
Source: Department of Commerce, National Oceanic and Atmospheric Administration

Water Dams: National Inventory of Dams
Source: Federal Emergency Management Agency
Telephone: 202-646-2801
National computer database of more than 74,000 dams maintained by the Federal Emergency Management Agency.

Indiana Community and Non-Community Wells
Source: Department of Environmental Management
Telephone. 317-232-8476

AQUIFLOW™ Information System
Source: EDR proprietary database of groundwater flow information
EDR has developed the AQUIFLOW Information System (AIS) to provide data on the general direction of groundwater flow at specific points EDR has reviewed reports submitted to regulatory authorities at select sites and has extracted the date of the report, hydrogeologically determined groundwater flow direction and depth to water table information.

ORPHAN SUMMARY

City	EDR ID	Site Name	Site Address	Zip	Database(s)	Facility ID
ELKHART	1001301512	COUNTY ROAD 45 PIT SOLID FILL	24399 CR 45	46516	FINDS, SWF/LF	
ELKHART	1001114913	WOODLAWN INDUSTRIAL DEVELOPMENT	BRISTOL	46516	CERCLIS, FINDS	
ELKHART	U000187297	ELKHART YARD	CONRAIL YARD LUSHER AVE	46514	UST, LUST	015729
ELKHART	94375851	ELKHART RIVER INTERSECTION OF WATERFALL AND EAST HIGH ST	ELKHART RIVER INTERSECTION OF WATERFA AND EAST HIGH ST		ERNS	
ELKHART	1000239913	ELKHART GASOLINE SPILL	ST JOSEPH RIV & FRANKLIN ST	46516	CERC-NFRAP	
ELKHART	U003209521	SEE FAC ID 10907 DUP FILE 2	N LUSHER ST		UST, LUST	020080
ELKHART	1000387095	FIRST CLASS BODY AND PAINT	NA	46516	RCRIS-SQG, FINDS	
ELKHART	1001230575	NORTH SHORE DRIVE	NORTH SHORE DRIVE	46514	CERCLIS, FINDS	
ELKHART COUNTY	S103905882	EARTHMOVERS LANDFILL	CR 26, 1/2 MILE EAST OF CR 7		SWF/LF	
ELKHART COUNTY	S103905883	ELKHART COUNTY LANDFILL	CR 7, 1 1/2 MILES SOUTH OF CR 20, 59530		SWF/LF	

DETAILED ORPHAN LISTING

Site	Database(s)	EDR ID Number EPA ID Number
COUNTY ROAD 45 PIT SOLID FILL **24399 CR 45** **ELKHART, IN 46516**	**FINDS** **SWF/LF**	**1001301512** **SW20-08**

FINDS:
Other Pertinent Environmental Activity Identified at Site:
State Systems

LF:

Facility ID:	Not reported	Facility Type:	Construction/Demolition Site
Contact:	Jack Warner	Contact Tel:	(219) 293-3547
Operating Num:	20-08	Date Closed:	Not reported

Responsible PartyNot reported
Permanent Expiration Date: 9/1/2000

WOODLAWN INDUSTRIAL DEVELOPMENT **BRISTOL** **ELKHART, IN 46516**	**CERCLIS** **FINDS**	**1001114913** **IN0001411875**

CERCLIS Classification Data:

Site Incident Category:	Not reported	Federal Facility:	Not a Federal Facility
Ownership Status:	Unknown	NPL Status:	Not on the NPL
Contact:	GRACE CO	Contact Tel:	(312) 353-6779
Contact:	JANET PFUNDHELLER	Contact Tel:	(312) 353-5821

Site Description. VINYL CHLORIDE CONTAMINATION IN RESIDENTIAL WELLS ABOVE EPA'S ESTABLISHED RAL'S.
VINYL CHLORIDE CONTAMINATION IN RESIDENTIAL WELLS ABOVE EPA'S ESTABLISHED RAL'S.

CERCLIS Assessment History:
Assessment: REMOVAL Completed: 19961220

CERCLIS Site Status:
Cleaned up

ELKHART YARD **CONRAIL YARD LUSHER AVE** **ELKHART, IN 46514**	**UST** **LUST**	**U000187297** **N/A**

Site	Database(s)	EDR ID Number EPA ID Number
ELKHART YARD (Continued)		U000187297

UST:

Facility ID	015729	Total Tanks:	7
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner:	CONSOLIDATED RAIL CORPORATION 2001 MARKET ST, 6A PO BOX 41406 PHILADELPHIA, PA 19101-1406		
Owner Tel.:	215-209-1692	Owner Description:	Private/Corp
Capacity:	000300	Material:	Steel
Tank Number:	001		
Tank Status:	Permanently out of service		
Int. Protection:	Unknown		
Ext. Protection:	Unknown		
Piping:	Unknown		
Other Petroleum:	Not reported	Substance:	Gasoline
Closure Status:	REMOVED	Invoice Date:	10/14/95
Release Features:	None		
Protection Featrs:	None		
Install Features:	None		
Install Date:	010181	Piping Method:	American Suction
Closure Date:	08/07/95	Last Used Date:	Not reported
Entry Date:	10/30/95	Revise Date:	08/22/96
Owner Tank ID:	5-32-071		
Hazardous Substance Description:	Not reported		

Facility ID	015729	Total Tanks:	7
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner:	CONSOLIDATED RAIL CORPORATION 2001 MARKET ST, 6A PO BOX 41406 PHILADELPHIA, PA 19101-1406		
Owner Tel.	215-209-1692	Owner Description:	Private/Corp.
Capacity:	006000	Material:	Steel
Tank Number:	002		
Tank Status:	Permanently out of service		
Int. Protection:	None		
Ext. Protection:	Unknown		
Piping:	Unknown		
Other Petroleum:	Not reported	Substance:	Gasoline
Closure Status:	REMOVED	Invoice Date.	10/31/97
Release Features:	Release Tank Auto		
Protection Featrs:	None		
Install Features:	Install Agency Certify		
Install Date:	010183	Piping Method:	European Suction
Closure Date:	09/30/97	Last Used Date:	Not reported
Entry Date:	10/30/95	Revise Date:	11/06/97
Owner Tank ID:	21		
Hazardous Substance Description:	Not reported		

Site	Database(s)	EDR ID Number EPA ID Number
ELKHART YARD (Continued)		U000187297

Facility ID:	015729	Total Tanks:	7
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner.	CONSOLIDATED RAIL CORPORATION 2001 MARKET ST, 6A PO BOX 41406 PHILADELPHIA, PA 19101-1406		
Owner Tel.:	215-209-1692	Owner Description:	Private/Corp.
Capacity:	000550	Material:	Steel
Tank Number:	003		
Tank Status:	Permanently out of service		
Int. Protection:	Unknown		
Ext. Protection:	Unknown		
Piping:	Unknown		
Other Petroleum:	Not reported	Substance:	Gasoline
Closure Status:	REMOVED	Invoice Date:	10/14/95
Release Features:	None		
Protection Featrs:	None		
Install Features:	None		
Install Date:	010181	Piping Method:	American Suction
Closure Date:	08/07/95	Last Used Date:	Not reported
Entry Date:	10/30/95	Revise Date:	08/22/96
Owner Tank ID:	5-32-084		
Hazardous Substance Description:	Not reported		

Facility ID:	015729	Total Tanks:	7
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner:	CONSOLIDATED RAIL CORPORATION 2001 MARKET ST, 6A PO BOX 41406 PHILADELPHIA, PA 19101-1406		
Owner Tel.:	215-209-1692	Owner Description:	Private/Corp
Capacity:	008000	Material:	Fiberglass
Tank Number:	004		
Tank Status:	Currently in use		
Int. Protection:	Unknown		
Ext. Protection:	Unknown		
Piping:	Unknown		
Other Petroleum:	Not reported	Substance:	Used Oil
Closure Status:	Open	Invoice Date:	11/05/98
Release Features:	Release Tank Manual		
Protection Featrs:	None		
Install Features:	None		
Install Date:	010178	Piping Method:	Unknown
Closure Date:	Not reported	Last Used Date:	Not reported
Entry Date:	10/30/95	Revise Date:	09/29/97
Owner Tank ID:	5-32-089		
Hazardous Substance Description:	Not reported		

Site	Database(s)	EDR ID Number EPA ID Number
ELKHART YARD (Continued)		U000187297

Facility ID:	015729	Total Tanks:	7
Facility Contact.	Not reported	Contact Tel.:	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner:	CONSOLIDATED RAIL CORPORATION 2001 MARKET ST, 6A PO BOX 41406 PHILADELPHIA, PA 19101-1406		
Owner Tel.:	215-209-1692	Owner Description:	Private/Corp.
Capacity:	006000	Material:	Fiberglass
Tank Number:	005		
Tank Status:	Currently in use		
Int. Protection:	None		
Ext. Protection:	Fiberglass reinforced plastic coated		
Piping:	Bare steel		
Other Petroleum:	Not reported	Substance:	Used Oil
Closure Status:	Open	Invoice Date:	11/05/98
Release Features:	None		
Protection Featrs:	None		
Install Features:	None		
Install Date:	010177	Piping Method:	Unknown
Closure Date:	Not reported	Last Used Date:	Not reported
Entry Date:	10/30/95	Revise Date:	08/22/96
Owner Tank ID:	5-32-090		
Hazardous Substance Description:	Not reported		

Facility ID:	015729	Total Tanks:	7
Facility Contact:	Not reported	Contact Tel.:	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner:	CONSOLIDATED RAIL CORPORATION 2001 MARKET ST, 6A PO BOX 41406 PHILADELPHIA, PA 19101-1406		
Owner Tel	215-209-1692	Owner Description:	Private/Corp.
Capacity.	002000	Material:	Unknown
Tank Number:	006		
Tank Status:	Unregulated		
Int. Protection.	Not reported		
Ext. Protection:	Not reported		
Piping:	Not reported		
Other Petroleum:	heatingoil	Substance:	Other
Closure Status:	Open	Invoice Date:	Not reported
Release Features:	None		
Protection Featrs:	None		
Install Features:	None		
Install Date:	Not reported	Piping Method:	Unknown
Closure Date:	Not reported	Last Used Date:	Not reported
Entry Date:	09/05/96	Revise Date:	09/05/96
Owner Tank ID:	5-32-075		
Hazardous Substance Description:	Not reported		

Site	Database(s)	EDR ID Number EPA ID Number
ELKHART YARD (Continued)		U000187297

Facility ID:	015729	Total Tanks:	7
Facility Contact:	Not reported	Contact Tel..	Not reported
Form Status:	Not reported	Operation Type:	Not reported
Owner:	CONSOLIDATED RAIL CORPORATION 2001 MARKET ST, 6A PO BOX 41406 PHILADELPHIA, PA 19101-1406		
Owner Tel.:	215-209-1692	Owner Description:	Private/Corp
Capacity:	000550	Material:	Unknown
Tank Number:	007		
Tank Status:	Permanently out of service		
Int. Protection:	Not reported		
Ext. Protection:	Not reported		
Piping:	Not reported		
Other Petroleum:	acohol	Substance:	Other
Closure Status:	REMOVED	Invoice Date:	Not reported
Release Features:	None		
Protection Featrs:	None		
Install Features:	None		
Install Date:	Not reported	Piping Method:	Unknown
Closure Date.	11/01/89	Last Used Date:	Not reported
Entry Date:	09/05/96	Revise Date:	09/05/96
Owner Tank ID:	5-32-087		

Hazardous Substance Description: Not reported

Site	Database(s)	EDR ID Number EPA ID Number
ELKHART YARD (Continued)		U000187297

LUST:

Facility ID:	015729	Date received:	11/03/97
Facility Contact:	HARRY HOPES		
Contact Title:	ENV MGR		
Contact Phone:	313-323-5053	Owner ID.	008120
Certification:	JOHN BAMBER	Certification Date:	02/01/89
Amendment:	04	Amended Date:	11/06/97
Form Status:	Complete	Bill Cycle:	Not reported
Owner Effect Dt:	01/01/01	Former Owner ID:	000000
EPA ID:	Not reported	Operation Type.	Motor Fuel
Comment:	Not reported		
Data Entry Date:	Not reported	Revise Date:	Not reported
Site Number:	9603508		
Soil:	Yes	Ground Water:	No
Surface Water:	No	Utility Lines:	No
Drinking Water:	No	Vapors:	No
Substance:	Gasoline	State Dollars:	No money spent
Initiated By:	Voluntary	Priority:	Low
Disposition:	Discontinued	Disposition Date:	05/03/98
Owner:	Not reported		
Owner Address:	Not reported		
Owner Addr:	Not reported		
Owner Tele:	Not reported	Owner Description:	Not reported
Owner Contact:	Not reported		
Office State Fire Marshal ID:		Not reported	
Office State Fire Marshal ID Date:		Not reported	
Temporary Owner ID:		000000	
IDEM Responsible Staff:		xxx	
Utm East:	0000000	Utm North.	0000000
GSA ID:	Not reported	Federal ID:	Not reported
Operator.	Not reported		
Operator Addr:	Not reported		
Operator Phone:	Not reported		
Mailing Addr:	17301 MICHIGAN AVE DEARBORN, MI 48126		
Soc Security No:	Not reported		
Comments:	refer 9712513		
Financial Responsibility Self Insurance:		Not reported	
Financial Responsibility Group Insurance:		Not reported	
Financial Responsibility Trust:		Not reported	
Financial Responsibility Guarantee:		Not reported	
Financial Responsibility Surety Bond:		Not reported	
Financial Responsibility Credit.		Not reported	
Financial Responsibility Local Government Bond:		Not reported	
Financial Responsibility Local Government Finance:		Not reported	
Financial Responsibility Local Government Guarantee:		Not reported	
Financial Responsibility Local Government Fund:		Not reported	

Site	Database(s)	EDR ID Number EPA ID Number
ELKHART YARD (Continued)		U000187297

Facility ID:	015729	Date received:	11/03/97
Facility Contact:	HARRY HOPES		
Contact Title:	ENV MGR		
Contact Phone:	313-323-5053	Owner ID:	008120
Certification:	JOHN BAMBER	Certification Date:	02/01/89
Amendment:	04	Amended Date:	11/06/97
Form Status:	Complete	Bill Cycle:	Not reported
Owner Effect Dt:	01/01/01	Former Owner ID:	000000
EPA ID:	Not reported	Operation Type:	Motor Fuel
Comment:	Not reported		
Data Entry Date:	Not reported	Revise Date:	Not reported
Site Number:	9710522		
Soil:	Yes	Ground Water:	No
Surface Water:	No	Utility Lines:	No
Drinking Water:	No	Vapors:	No
Substance:	Gasoline	State Dollars:	No money spent
Initiated By:	Voluntary	Priority:	Low
Disposition:	Discontinued	Disposition Date:	05/03/98
Owner:	Not reported		
Owner Address:	Not reported		
Owner Addr:	Not reported		
Owner Tele:	Not reported	Owner Description:	Not reported
Owner Contact:	Not reported		
Office State Fire Marshal ID:		Not reported	
Office State Fire Marshal ID Date:		Not reported	
Temporary Owner ID:		000000	
IDEM Responsible Staff:		xxx	
Utm East:	0000000	Utm North:	0000000
GSA ID.	Not reported	Federal ID:	Not reported
Operator:	Not reported		
Operator Addr:	Not reported		
Operator Phone:	Not reported		
Mailing Addr:	17301 MICHIGAN AVE DEARBORN, MI 48126		
Soc Security No:	Not reported		
Comments:	refer 9712513		
Financial Responsibility Self Insurance:		Not reported	
Financial Responsibility Group Insurance:		Not reported	
Financial Responsibility Trust:		Not reported	
Financial Responsibility Guarantee:		Not reported	
Financial Responsibility Surety Bond:		Not reported	
Financial Responsibility Credit:		Not reported	
Financial Responsibility Local Government Bond:		Not reported	
Financial Responsibility Local Government Finance:		Not reported	
Financial Responsibility Local Government Guarantee:		Not reported	
Financial Responsibility Local Government Fund:		Not reported	

Site	Database(s)	EDR ID Number EPA ID Number
ELKHART YARD (Continued)		U000187297

Facility ID.	015729	Date received:	11/03/97
Facility Contact:	HARRY HOPES		
Contact Title:	ENV MGR		
Contact Phone:	313-323-5053	Owner ID:	008120
Certification:	JOHN BAMBER	Certification Date:	02/01/89
Amendment:	04	Amended Date:	11/06/97
Form Status:	Complete	Bill Cycle:	Not reported
Owner Effect Dt:	01/01/01	Former Owner ID:	000000
EPA ID:	Not reported	Operation Type:	Motor Fuel
Comment:	Not reported		
Data Entry Date:	Not reported	Revise Date:	Not reported
Site Number:	9712513		
Soil:	Yes	Ground Water:	Yes
Surface Water:	No	Utility Lines:	No
Drinking Water.	No	Vapors:	No
Substance:	Used Oil	State Dollars:	No money spent
Initiated By:	Voluntary	Priority:	Medium
Disposition:	Active	Disposition Date:	12/10/97
Owner:	Not reported		
Owner Address:	Not reported		
Owner Addr:	Not reported		
Owner Tele:	Not reported	Owner Description:	Not reported
Owner Contact:	Not reported		
Office State Fire Marshal ID:		Not reported	
Office State Fire Marshal ID Date:		Not reported	
Temporary Owner ID:		000000	
IDEM Responsible Staff:		xxx	
Utm East:	0000000	Utm North:	0000000
GSA ID:	Not reported	Federal ID	Not reported
Operator:	Not reported		
Operator Addr.	Not reported		
Operator Phone:	Not reported		
Mailing Addr:	17301 MICHIGAN AVE DEARBORN, MI 48126		
Soc Security No:	Not reported		
Comments:	during ust closure tanks removed 12/9/97		
Financial Responsibility Self Insurance:		Not reported	
Financial Responsibility Group Insurance:		Not reported	
Financial Responsibility Trust:		Not reported	
Financial Responsibility Guarantee:		Not reported	
Financial Responsibility Surety Bond:		Not reported	
Financial Responsibility Credit:		Not reported	
Financial Responsibility Local Government Bond:		Not reported	
Financial Responsibility Local Government Finance:		Not reported	
Financial Responsibility Local Government Guarantee:		Not reported	
Financial Responsibility Local Government Fund:		Not reported	

Site	Database(s)	EDR ID Number EPA ID Number
ELKHART YARD (Continued)		U000187297

Facility ID:	015729	Date received:	11/03/97
Facility Contact.	HARRY HOPES		
Contact Title:	ENV MGR		
Contact Phone:	313-323-5053	Owner ID.	008120
Certification:	JOHN BAMBER	Certification Date:	02/01/89
Amendment:	04	Amended Date:	11/06/97
Form Status:	Complete	Bill Cycle:	Not reported
Owner Effect Dt:	01/01/01	Former Owner ID:	000000
EPA ID:	Not reported	Operation Type:	Motor Fuel
Comment:	Not reported		
Data Entry Date:	Not reported	Revise Date:	Not reported
Site Number:	9811507		
Soil:	Yes	Ground Water:	No
Surface Water:	No	Utility Lines:	No
Drinking Water:	No	Vapors:	No
Substance·	Used Oil	State Dollars:	No money spent
Initiated By:	Voluntary	Priority:	Low
Disposition:	Active	Disposition Date:	11/05/98
Owner	Not reported		
Owner Address:	Not reported		
Owner Addr:	Not reported		
Owner Tele:	Not reported	Owner Description:	Not reported
Owner Contact·	Not reported		
Office State Fire Marshal ID:		Not reported	
Office State Fire Marshal ID Date:		Not reported	
Temporary Owner ID:		000000	
IDEM Responsible Staff:		xxx	
Utm East:	0000000	Utm North:	0000000
GSA ID:	Not reported	Federal ID:	Not reported
Operator:	Not reported		
Operator Addr·	Not reported		
Operator Phone·	Not reported		
Mailing Addr.	17301 MICHIGAN AVE DEARBORN, MI 48126		
Soc Security No:	Not reported		
Comments:	Not reported		
Financial Responsibility Self Insurance:		Not reported	
Financial Responsibility Group Insurance:		Not reported	
Financial Responsibility Trust:		Not reported	
Financial Responsibility Guarantee.		Not reported	
Financial Responsibility Surety Bond:		Not reported	
Financial Responsibility Credit:		Not reported	
Financial Responsibility Local Government Bond:		Not reported	
Financial Responsibility Local Government Finance:		Not reported	
Financial Responsibility Local Government Guarantee:		Not reported	
Financial Responsibility Local Government Fund:		Not reported	

ELKHART RIVER INTERSECTION OF WATERFALL AND EAST HIGH ST	**ERNS**	**94375851**
ELKHART RIVER INTERSECTION OF WATERFALL AND EAST HIGH ST		**N/A**
ELKHART, IN		

Site	Database(s)	EDR ID Number / EPA ID Number
ELKHART GASOLINE SPILL **ST JOSEPH RIV & FRANKLIN ST** **ELKHART, IN 46516**	**CERC-NFRAP**	**1000239913** **IND981101538**

CERCLIS-NFRAP Classification Data:

Site Incident Category:	Not reported	Federal Facility:	Not a Federal Facility
Ownership Status:	Other	NPL Status:	Not on the NPL

CERCLIS-NFRAP Assessment History:

Assessment:	DISCOVERY	Completed.	19850103
Assessment:	PRELIMINARY ASSESSMENT	Completed:	19850103

SEE FAC ID 10907 DUP FILE 2 **N LUSHER ST** **ELKHART, IN**	**UST** **LUST**	**U003209521** **N/A**

LUST:

Facility ID:	020080	Date received:	Not reported
Facility Contact:	Not reported		
Contact Title:	Not reported		
Contact Phone:	Not reported	Owner ID:	012000
Certification:	UNREGISTERED - NO NF ON FILE	Certification Date:	Not reported
Amendment:	00	Amended Date:	Not reported
Form Status:	Incomplete	Bill Cycle:	Not reported
Owner Effect Dt:	Not reported	Former Owner ID:	000317
EPA ID:	Not reported	Operation Type:	Unknown
Comment:	UNREGISTERED - From LUST Site - 3/21/96		
Data Entry Date:	Not reported	Revise Date:	Not reported
Site Number:	8807027		
Soil:	Yes	Ground Water:	No
Surface Water:	No	Utility Lines:	No
Drinking Water:	No	Vapors:	No
Substance:	Petroleum (LUST)	State Dollars:	No money spent
Initiated By:	Voluntary	Priority:	Low
Disposition:	Active	Disposition Date.	Not reported
Owner:	Not reported		
Owner Address.	Not reported		
Owner Addr:	Not reported		
Owner Tele:	Not reported	Owner Description.	Not reported
Owner Contact:	Not reported		
Office State Fire Marshal ID:		Not reported	
Office State Fire Marshal ID Date:		Not reported	
Temporary Owner ID:		000000	
IDEM Responsible Staff:		xxx	
Utm East:	0000000	Utm North:	0000000
GSA ID:	Not reported	Federal ID:	Not reported
Operator:	Not reported		
Operator Addr:	Not reported		
Operator Phone:	Not reported		
Mailing Addr:	Not reported		
Soc Security No:	Not reported		
Comments:	FILE UPDATE		
Financial Responsibility Self Insurance:		Not reported	
Financial Responsibility Group Insurance:		Not reported	
Financial Responsibility Trust:		Not reported	
Financial Responsibility Guarantee:		Not reported	
Financial Responsibility Surety Bond:		Not reported	
Financial Responsibility Credit:		Not reported	
Financial Responsibility Local Government Bond:		Not reported	
Financial Responsibility Local Government Finance:		Not reported	
Financial Responsibility Local Government Guarantee:		Not reported	

Site	Database(s)	EDR ID Number EPA ID Number

SEE FAC ID 10907 DUP FILE 2 (Continued) — U003209521

Financial Responsibility Local Government Fund: Not reported

FIRST CLASS BODY AND PAINT — **RCRIS-SQG** **1000387095**
NA — **FINDS** **IND106839004**
ELKHART, IN 46516

RCRIS:
Owner: STAHLY KIM
(312) 555-1212
Contact: KIM STAHLY
(219) 522-1252
Record Date: 05/01/1986
Classification: Small Quantity Generator
Used Oil Recyc: No
Violation Status: No violations found

FINDS.
Other Pertinent Environmental Activity Identified at Site:
State Systems

NORTH SHORE DRIVE — **CERCLIS** **1001230575**
NORTH SHORE DRIVE — **FINDS** **ILSFN0507784**
ELKHART, IL 46514

CERCLIS Classification Data:
Site Incident Category: Not reported
Federal Facility: Not a Federal Facility
Ownership Status: Not reported
NPL Status: Not on the NPL
Contact: GRACE CO
Contact Tel: (312) 353-6779
Site Description: Area groundwater contamination by TCE or residential wells Multiple samples found to be above MCL's. Preliminary HRS score of 27.62. Resident wells currently on whole house filters.
CERCLIS Assessment History:
Assessment: DISCOVERY
Completed: 19980916
CERCLIS Site Status:
Not reported

EARTHMOVERS LANDFILL — **SWF/LF** **S103905882**
CR 26, 1/2 MILE EAST OF CR 7 — **N/A**
ELKHART COUNTY, IN

LF:
Facility ID: Not reported
Facility Type: Private Landfill
Contact: Casey Furlong
Contact Tel: (219) 875-5232
Operating Num: 20-03
Date Closed: Not reported
Responsible Party Not reported
Permanent Expiration Date:

DETAILED ORPHAN LISTING

Site	Database(s)	EDR ID Number EPA ID Number
ELKHART COUNTY LANDFILL **CR 7, 1 1/2 MILES SOUTH OF CR 20, 59530** **ELKHART COUNTY, IN**	**SWF/LF**	**S103905883** **N/A**

LF:

Facility ID:	Not reported	Facility Type:	County Landfill
Contact:	Roger Wyman	Contact Tel:	(219) 522-2581
Operating Num:	20-04	Date Closed:	Not reported

Responsible PartyNot reported
Permanent Expiration Date: 1/1/2003

APPENDIX F

COMPLIANCE DOCUMENTATION

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

REPLY TO THE ATTENTION OF:

HRE-8J

November 5, 1992

Mr. Phil Starkey
Patrick Industries, Inc.
5020 Lincolnway East, P.O. Box 1330
Mishawaka, IN 46546

Re: Visual Site Inspection
ILC Products Company
Elkhart, Indiana
IND 005 470 521

Dear Mr. Starkey:

As indicated in the letter of introduction sent to you on January 3, 1992, the U.S. Environmental Protection Agency is enclosing a copy of the final Preliminary Assessment/Visual Site Inspection (PA/VSI) report for the referenced facility. The executive summary and conclusions and recommendations sections have been withheld as Enforcement Confidential.

If you have any questions, please call Francene Harris at (312) 886-2884.

Sincerely yours,

Kevin M. Pierard, Chief
Minnesota/Ohio Technical Enforcement Section
RCRA Enforcement Branch

Printed on Recycled Paper

PRC Environmental Management, Inc.
233 North Michigan Avenue
Suite 1621
Chicago, IL 60601
312-856-8700
Fax 312-938-0118

PRELIMINARY ASSESSMENT/ VISUAL SITE INSPECTION

ILC PRODUCTS COMPANY, INC.
ELKHART, INDIANA
IND 005 470 521

FINAL REPORT

Prepared for

U.S. ENVIRONMENTAL PROTECTION AGENCY
Office of Waste Programs Enforcement
Washington, DC 20460

Work Assignment No.	:	C05087
EPA Region	:	5
Site No.	:	IND 005 470 521
Date Prepared	:	March 24, 1992
Contract No.	:	68-W9-0006
PRC No.	:	009-C05087IN2P
Prepared by	:	PRC Environmental Management, Inc. Gabrielle Norkis
Contractor Project Manager	:	Shin Ahn
Telephone No.	:	(312) 856-8700
EPA Work Assignment Manager	:	Kevin Pierard
Telephone No.	:	(312) 886-4448

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A EPA PRELIMINARY ASSESSMENT FORM 2070-12
B VISUAL SITE INSPECTION SUMMARY AND PHOTOGRAPHS
C VISUAL SITE INSPECTION FIELD NOTES

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1.0 INTRODUCTION

PRC Environmental Management, Inc. (PRC), received Work Assignment No. C05087 from the U.S. Environmental Protection Agency (EPA) under Contract No. 68-W9-0006 (TES 9) to conduct preliminary assessments (PA) and visual site inspections (VSI) of hazardous waste treatment and storage facilities in Region 5.

As part of the EPA Region 5 Environmental Priorities Initiative, the RCRA and CERCLA programs are working together to identify and address RCRA facilities that have a high priority for corrective action using applicable RCRA and CERCLA authorities. The PA/VSI is the first step in the process of prioritizing facilities for corrective action. Through the PA/VSI process, enough information is obtained to characterize a facility's actual or potential releases to the environment from solid waste management units (SWMU) and areas of concern (AOC).

A SWMU is defined as any discernible unit at a RCRA facility in which solid wastes have been placed and from which hazardous constituents might migrate, regardless of whether the unit was intended to manage solid or hazardous waste.

The SWMU definition includes the following:

- RCRA-regulated units, such as container storage areas, tanks, surface impoundments, waste piles, land treatment units, landfills, incinerators, and underground injection wells
- Closed and abandoned units
- Recycling units, wastewater treatment units, and other units that EPA has generally exempted from standards applicable to hazardous waste management units
- Areas contaminated by routine and systematic releases of wastes or hazardous constituents. Such areas might include a wood preservative drippage area, a loading-unloading area, or an area where solvent used to wash large parts has continually dripped onto soils.

An AOC is defined as any area where a release to the environment of hazardous waste or constituents has occurred or is suspected to have occurred on a nonroutine and nonsystematic basis. This includes any area where such a release in the future is judged to be a strong possibility.

The purpose of the PA is as follows:

- Identify SWMUs and AOCs at the facility
- Obtain information on the operational history of the facility
- Obtain information on releases from any units at the facility
- Identify data gaps and other informational needs to be filled during the VSI

The PA generally includes review of all relevant documents and files located at state offices and at the EPA Region 5 office in Chicago.

The purpose of the VSI is as follows:

- Identify SWMUs and AOCs not discovered during the PA
- Identify releases not discovered during the PA
- Provide a specific description of the environmental setting
- Provide information on release pathways and the potential for releases to each medium
- Confirm information obtained during the PA regarding operations, SWMUs, AOCs, and releases

The VSI includes interviewing appropriate facility staff, inspecting the entire facility to identify all SWMUs and AOCs, photographing all visible SWMUs, identifying evidence of releases, initially identifying potential sampling parameters and locations, if needed, and obtaining all information necessary to complete the PA/VSI report.

This report documents the results of a PA/VSI of the ILC Products Company, Inc. (ILC) facility in Elkhart, Indiana. The PA was completed on January 3, 1992. PRC gathered and reviewed information from Indiana Department of Environmental Management (IDEM) and from EPA Region 5 RCRA files. PRC also reviewed relevant documentation from the U.S. Department of Agriculture (USDA), United States Geological Survey (USGS), Federal Emergency Management Agency (FEMA), and U.S. Department of Commerce (DOC). The VSI was conducted on January 21, 1992. It included interviews with ILC facility representatives and a walk-through inspection of the facility. Ten SWMUs and no AOCs were identified at the facility.

PRC completed EPA Form 2070-12 using information gathered during the PA/VSI. This form is included in Attachment A. The VSI is summarized and 11 inspection photographs are included in Attachment B. Field notes from the VSI are included in Attachment C.

2.0 FACILITY DESCRIPTION

This section describes the facility's location, past and present operations (including waste management practices), waste generating processes, history of documented releases, regulatory history, environmental setting, and receptors.

2.1 FACILITY LOCATION

The facility is located at 1819 South 14th Street in Elkhart, Elkhart County, Indiana (latitude 41°40'13" N and longitude 85°59'16" W) as shown in Figure 1. The facility occupies 6.3 acres in an industrial and residential area.

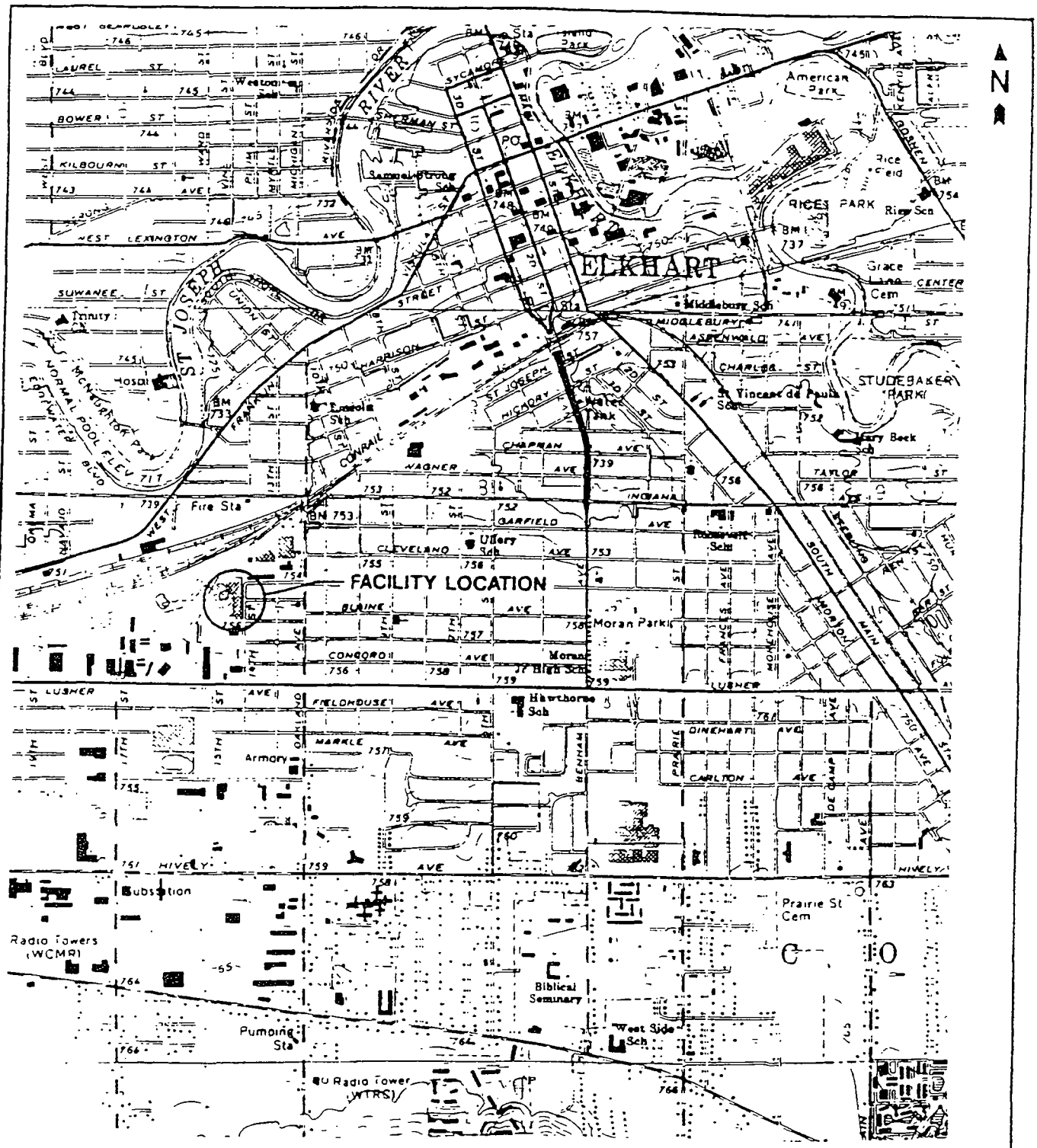
The facility is bordered on the north by Conrail Railroad, on the west by a scrap yard, on the south by Elkhart Plating Company, and on the east by an office building.

2.2 FACILITY OPERATIONS

The facility was built during the 1880s. The first occupant was Sidway Mercantile Company, which manufactured woven baby buggies. Later, the building was used as a railroad car switching depot. In 1939, Industrial Lamp Company moved into the building and began assembling turn signal lamps; in 1959 it began manufacturing aluminum turn signals (lamps) for RVs. In 1969, Industrial Lamp Company was purchased by ILC Products Company, Inc., which was wholly owned by O.H. Williams Investment Co. and which continued manufacturing processes. In 1980 the holding company, O.H. Williams Investment Co. was purchased by Patrick Industries, Inc. during a hostile take-over. In 1985 ILC Products Company, Inc. became a division of Patrick Industries, Inc. In 1990, ILC stopped all manufacturing processes at this location, but continued its painting operations. The facility occupies 6.3 acres in an industrial and residential area. It is completely fenced and has a 24 hour alarm system. ILC employs 16 people working one shift.

From 1959 until 1990 the facility received raw aluminum pieces from an aluminum mill. The aluminum was placed into a tank and heated to 875°F so that it was in liquid form. The aluminum was sent to a die press that forced the aluminum into a certain shape. The newly manufactured part was then cooled, packaged, and shipped.

Dies were cleaned with a caustic which was stored in drums. In 1978 the facility began using the caustic in its wastewater treatment system (SWMU 3) to adjust the pH of the water. The



SOURCE: MODIFIED FROM USGS, 1981

ILC PRODUCTS COMPANY, INC.
ELKHART, INDIANA

FIGURE 1

FACILITY LOCATION

PRC ENVIRONMENTAL MANAGEMENT, INC.

ILC-LOG.DWG - 02/27/92 - KHH

die press process also generated waste lubricating oil. The oil was poured over the presses tokeep them running smoothly.

In 1978 the facility began painting the pieces it manufactured. Currently, painting is the only activity at the facility. At the paint line, the piece is placed on a conveyor belt and sent through a sodium hydroxide wash followed by a water rinse. The piece is then sprayed with chromic acid so that the paint will properly adhere to the aluminum. The part is again rinsed with water and then sent to an oven to dry. Once dry, the part is sent to a spray booth where paint is applied. After the paint is applied, the part is placed into an oven so the paint can dry properly. Wastewater containing sodium hydroxide and chromic acid is treated in the wastewater treatment system (SWMU 3), which generates waste filter cake and waste solvent still bottoms. Waste paints are generated from the paint spray booth walls. Waste solvents and waste still bottoms (F003, F005) are generated in the solvent recycling still. Facility SWMUs are identified in Table 1. The facility layout, including SWMU locations, is shown in Figure 2.

2.3 WASTE GENERATING PROCESSES

From 1959 until 1990 the facility manufactured aluminum parts for RVs and that process generated waste lubricating oil and waste caustic cleaner. In 1978 the facility began painting the aluminum parts it manufactured. The painting process is currently the only process at the facility. The current painting process generates four waste streams: (1) wastewater containing sodium hydroxide and chromic acid from painting pre-treatment; (2) filter cake waste from the Wastewater Treatment System (SWMU 3); (3) heavy waste paint overspray (D001, F003, F005) from the spray booth walls; and (4) waste solvents and waste still bottoms (F003, F005) from the paint lines that can no longer be recycled in the solvent still. Wastes generated at the facility are discussed below and summarized in Table 2. Waste generation rates are based on information provided at the time of the VSI.

As part of the aluminum manufacturing process, the facility received raw aluminum pieces from an aluminum mill. The aluminum was placed into a tank and heated to 875°F until it was in liquid form. The liquid aluminum was forced through a die by a press, allowed to cool and then sold. The die was cleaned with a caustic cleaner (sodium hydroxide). The used caustic cleaner was collected and stored in the Former Underground Storage Tank (SWMU 7) or in the Former Caustic Cleaner Storage Area (SWMU 10). Prior to 1978, about 26,000 gallons of waste caustic cleaner were generated per year. In 1978 the facility began using the waste sodium hydroxide to adjust the pH level in its Wastewater Treatment System (SWMU 3). Because the sodium hydroxide was reused, according to 40 CFR 261.2(e)(1), it is not considered a waste. The aluminum press was kept cool and lubricated by oil which was collected in the Former Waste Oil

TABLE 1

SOLID WASTE MANAGEMENT UNITS (SWMU)

SWMU Number	SWMU Name	RCRA Hazardous Waste Management Unit*	Status
1	Indoor Waste Storage Area	No	Active, less than 90 day storage
2	Solvent Still Bottoms Satellite Accumulation Area	No	Active
3	Wastewater Treatment System	No	Active
4	Wastewater Treatment Filter Cake Accumulation Area	No	Active
5	Former Waste Oil Drip Pans	No	Inactive since 1990
6	Former Waste Oil Storage Area	No	Inactive since 1990
7	Former Underground Storage Tank	Yes	Inactive, removed in 1986. Closure plan approved by IDEM in 1988 pending modifications which remain unresolved.
8	Former Outdoor Drum Storage Area	Yes	Inactive since 1982. Closure plan approved by IDEM in 1988 pending modifications which remain unresolved.
9	Former Roll-Off Hopper Area	Yes	Inactive since 1982. Closure plan approved by IDEM in 1988 pending modifications which remain unresolved.

TABLE 1 (CONT'D)

SOLID WASTE MANAGEMENT UNITS (SWMU)

SWMU Number	SWMU Name	RCRA Hazardous Waste Management Unit*	Status
10	Former Caustic Cleaner Storage Area	Yes	Inactive since 1985. Closure plan approved by IDEM in 1988 pending modifications which remain unresolved.

Note:

* A RCRA hazardous waste management unit is one that currently requires or formerly required submittal of a RCRA Part A or Part B permit application.

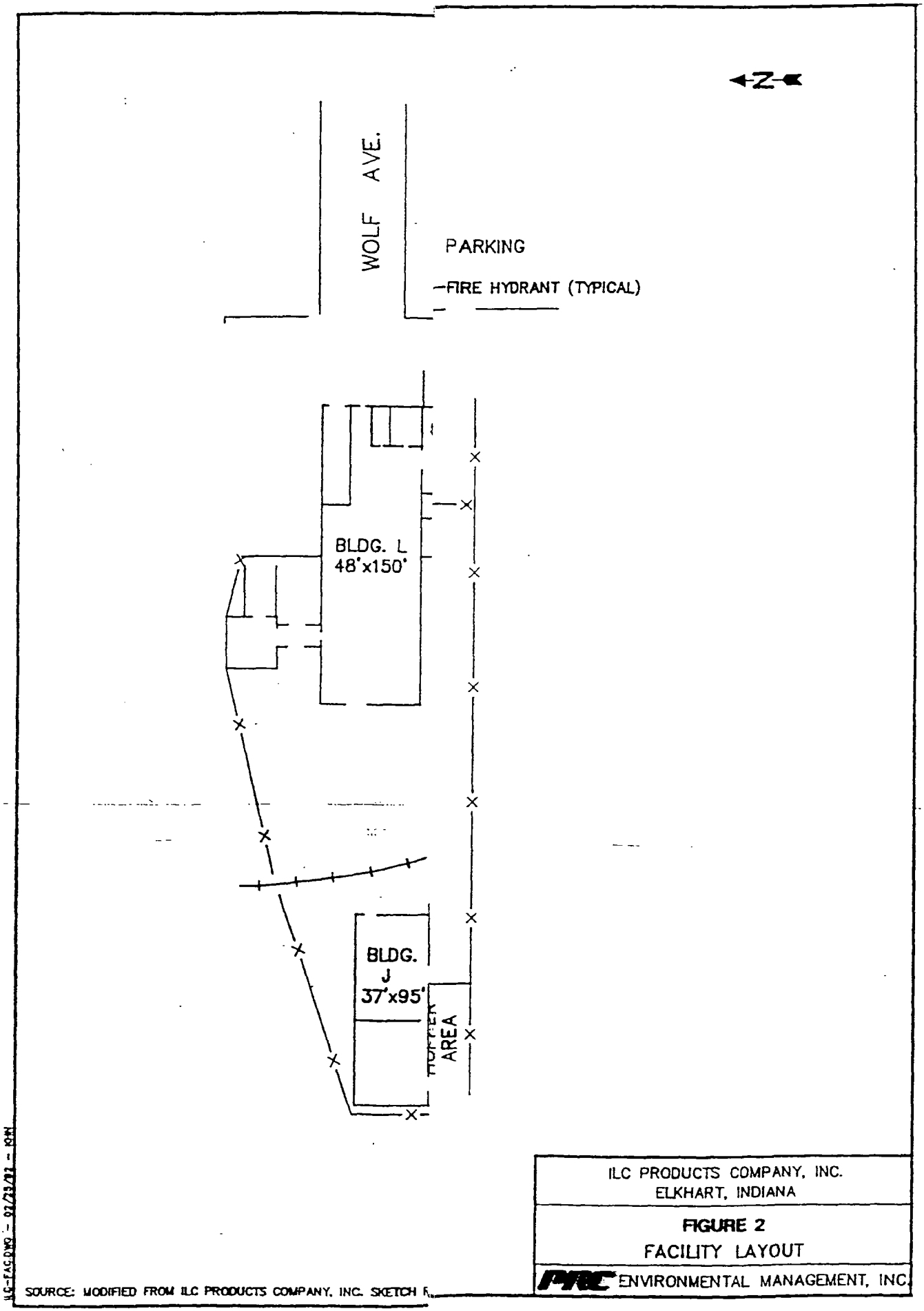

N
WOLF AVE.
PARKING
FIRE HYDRANT (TYPICAL)
BLDG. L
48'x150'
BLDG.
J
37'x95'
AREA
ILC PRODUCTS COMPANY, INC.
ELKHART, INDIANA
FIGURE 2
FACILITY LAYOUT
PRC ENVIRONMENTAL MANAGEMENT, INC.
SOURCE: MODIFIED FROM ILC PRODUCTS COMPANY, INC. SKETCH R

TABLE 2

SOLID WASTES

Waste/EPA Waste Code	Source	Primary Management Unit*
Waste lubricating oil, NA**	Press machines	Formerly SWMUs 5 and 6
Wastewater, NA**	Painting pre-treatment	SWMU 3
Heavy waste paint overspray/ D001, F003, F005	Spray booths	SWMU 1
Waste solvents and waste solvent still bottoms/ F003, F005	Solvent stills	SWMUs 1 and 2 and formerly SWMU 9
Filter cake waste, NA**	Wastewater treatment system filter press	SWMUs 1 and 4, formerly SWMUs 8 and 9
Fuel oil with caustic/D002	Die cleaning	SWMU 7
Waste caustic cleaner/D002	Die cleaning	SWMU 7, formerly SWMU 10

Notes:

* Primary management unit refers to a SWMU that currently manages or formerly managed the waste.

** Nonapplicable (NA) designates nonhazardous waste.

Drip Pans (SWMU 5) and transferred into 275-gallon steel tanks in the Former Waste Oil Storage Area (SWMU 6) prior to disposal by Bereth Oil, Mishawaka, Indiana. About 1,100 gallons of waste oil were generated per year.

In 1978 the facility began painting the aluminum parts it manufactured. The painting process consists of placing a part on a conveyor belt and sending it through a sodium hydroxide wash followed by a water rinse. The part is then sprayed with chromic acid in order for the paint to properly adhere to the aluminum. The part is again rinsed with water and then sent to an oven to dry. The sodium hydroxide mixed with water and the chromic acid mixed with water are collected in the sump pit portion of the Wastewater Treatment System (SWMU 3) and pumped into 7,500-gallon steel holding tank. Once the holding tank is full, the wastewater is pumped to a 7,500-gallon steel treatment tank where its pH is adjusted to neutral with caustics or acids. The sludge generated from pH adjustment is allowed to settle and then pumped into a 2,000-gallon fiberglass sludge holding tank. Water overlying the sludge in the 7,500 gallon tank is decanted and discharged to the City of Elkhart Sanitary System. From the 2,000 gallon tank, the sludge is pumped to a filter press where effluent and filter cake waste are generated. The effluent is returned to the 7,500 gallon holding tank where it goes through treatment. The filter cake waste is placed into a 10-cubic yard, plastic-lined box in the Wastewater Treatment Filter Cake Accumulation Area (SWMU 4) located next to the filter press. When the box is full, it is transferred to the Indoor Waste Storage Area (SWMU 1) to await disposal as a special waste by Himco Waste-Away Service, Inc., Elkhart, Indiana. About 60 cubic yards of filter cake waste is generated per year.

Prior to 1982, the facility placed the filter cake waste into 55-gallon drums and stored the drums, for greater than 90 days, in the Former Outdoor Drum Storage Area (SWMU 8) and the Former Roll-off Hopper Area (SWMU 9). Closure for these areas began in 1985 and has not been acknowledged by EPA or IDEM.

After pretreatment, the part is sent to a spray booth to be painted. Heavy paint overspray (D001, F003, F005) from spray booth walls is collected in 5-gallon buckets and placed in the Indoor Waste Storage Area (SWMU 1) to await disposal by Safety & Environmental Resources, Inc. (SER), Mishawaka, Indiana. About 1,000 gallons of heavy paint overspray (D001, F003, F005)is generated per year. The facility changes paint colors throughout the day and cleans the paint lines with a xylene solvent. The used solvent (F003, F005) is recycled through a still. Solvent still bottoms (F003, F005) from the recycling process are accumulated in a 55-gallon drum in the Solvent Still Bottoms Satellite Accumulation Area (SWMU 2). Occasionally the waste solvent (F003, F005) becomes too thick to be sent through the still and is also placed inside the 55-gallon drum with the still bottoms in SWMU 2. When the drum is full, it is transferred to the

than 90 days. Additionally, its notification for Underground Storage Tank in use was in error because Form 121 was not appropriate for tanks containing hazardous waste. ISBH sent a memo to the facility and required ILC to submit a closure plan for its UST and its container storage areas (ISBH, 1986b). The facility responded to the March 17, 1986 NOV on March 31, 1986, by submitting a closure and removal plan for its UST but not for its storage areas (BFA, 1986b).

On August 15, 1986 the facility reported to the Indiana Department of Environmental Management (IDEM) (formerly ISBH) that the UST was removed. According to ILC, the tank was in reasonably good condition. No spills or leaks were noted during removal (BFA, 1986c). The facility again requested a change in status to generator only. Manifests for the tank removal were incorrect. The facility rectified the errors on November 25, 1986, and again requested a change in status to generator only (BFA, 1986d).

On October 9, 1986, IDEM conducted a full interim status inspection and noted numerous violations such as inadequate manifests, unmarked containers, and no waste analysis for certain wastes (IDEM, 1986). On April 6, 1987, the facility received a NOV from IDEM requesting correction of these violations (IDEM, 1987a). This NOV also requested a composite closure plan detailing procedures used to determine contamination after the UST was removed and detailing closure of its container storage area.

The facility responded to the NOV on May 18, 1987 (BFA, 1987a). On June 25, 1987, the facility received a NOI from IDEM (IDEM, 1987b). The facility responded on July 28, 1987 and its response was inadequate (IDEM, 1987c). It received another NOI on September 25, 1987 (IDEM, 1987c). The facility resubmitted its closure plan along with financial assurance documents on December 1, 1987 (BFA, 1987b). IDEM issued a Notice of Violation with Proposed Agreed Order on May 11, 1988 because ILC's response to the October 1986 NOV was inadequate (IDEM, 1988a). The facility signed this order on September 1, 1988 (IDEM, 1988e).

On May 26, 1988, IDEM conducted a compliance evaluation inspection and noted several violations, such as storing open drums of hazardous wastes (IDEM, 1988a). IDEM discovered that in addition to the UST and the two drum storage areas addressed in the closure plans, the facility had stored trichromic wastewater sludge, waste paint, and waste solvents in containers placed directly on the ground in the Former Roll-Off Hopper Area (IDEM, 1988b). This area was not addressed in previous closure plans. On August 1, 1988, IDEM issued a Notification of Deficiency (NOD) for the facility's closure plan and requested that the facility include closure information for the Former Roll-Off Hopper Area (IDEM, 1988c). The facility responded by submitting a consolidated closure plan on August 16, 1988 (BFA, 1988). IDEM approved this closure plan with modifications on September 28, 1988 (IDEM, 1988d). The approval stipulated

that closure was to take place within 180 days. Within 60 days of completion of closure, the facility was to submit a certification of closure. On December 29, 1988, IDEM issued a Notice of Violation of the September 1988 Agreed Order (IDEM, 1988h). On March 21, 1989, the facility signed another Agreed Order to comply with the terms of the approved Modified Closure Plan (IDEM, 1988g).

On November 4, 1988, IDEM approved the facility's request for a 30-day extension to submit the supplemental information required by the September 28, 1988, approved Modified Final Closure Plan (IDEM, 1988f). On January 13, 1989, the facility submitted its supplemental information (BFA, 1989a), which IDEM determined to be inadequate on March 16, 1989 (IDEM, 1989). The facility addressed the inadequacies on March 27, 1989 (BFA, 1989b).

In 1990, the facility hired a new consulting engineering company, EIS Environmental Engineers, Inc. (EIS). As of October 30, 1991, inadequacies in the supplemental information were not completely addressed (EIS, 1991). Closure has not been approved, and the facility is regulated as a treatment, storage, and disposal facility, although it does not store waste for greater than 90 days.

The facility holds air permit, number 20-06-81-0521, for volatile organic compound emissions generated in its paint spray booth. According to IDEM, the facility was registered for operation in April 1981. This type of air permit does not need to be renewed. ILC applied for another air permit for its recently constructed virgin paint storage area. The facility has no history of odor complaints from area residents. It is not required to have a National Pollutant Discharge Elimination System (NPDES) permit.

2.6 ENVIRONMENTAL SETTING

This section describes the climate, flood plain and surface water, geology and soils, and ground water in the vicinity of the ILC facility.

2.6.1 Climate

The climate in Elkhart County is temperate. The average temperature is 49.6°F. The average daily minimum temperature is 15.5°F in January, and the average daily maximum temperature is 83.1°F in July.

The average annual precipitation is 33.7 inches. The mean annual evaporation for the area is about 30 inches with an annual net precipitation of 3.7 inches (U.S. Department of

Commerce, 1968). The 1-year 24-hour rainfall is 2.3 inches (U.S. Department of Commerce, 1963).

The prevailing wind is from the southwest. Maximum average wind speed is 12 miles per hour (U.S. Department of Commerce, 1968).

2.6.2 Flood Plain and Surface Water

The facility is about 755 feet above mean sea level. It is situated about 1/2 mile southeast of the St. Joseph River at its closest point. The facility is about 1-3/4 miles south of Christiana Creek and 5 miles south of Simonton Lake. Surface water drainage at the site appears to be in a north-northwesterly direction toward the St. Joseph River. The facility is located in a Zone C flood plain area (FEMA, 1985). This is considered to be an area of minimal flooding.

2.6.3 Geology and Soils

Elkhart County is in extreme north-central Indiana. The northern portion of the county is characterized by nearly level and gently sloping eolian and outwash sands, nearly level to moderate sloping outwash terraces and plains in the northern and central parts, and nearly level to strongly sloping glacial till plains in the eastern and western parts. The county is drained mainly by the Elkhart and St. Joseph Rivers (USDA, 1974).

Surficial geology in Elkhart County is characterized by glacial till deposits, about 300 feet thick, of the Wisconsinan Age. Soils in the general facility area are characterized as "made land" and consist of levelled or filled areas that may have any combination of sand, silt, clayey material, and trash.

As part of closure activities for SWMUs 7, 8, 9, and 10, soil borings were conducted at the facility to a depth of 18 inches. Those borings indicate surficial deposits consist of fill material underlain primarily by loamy sand and sandy loam with a trace of clay.

2.6.4 Ground Water

Wells are the major source of drinking water in Elkhart County. The City of Elkhart draws ground water from four separate well fields. The nearest well field is about 1-1/2 miles to the southeast. The direction of ground water flow is north-northwest. Many residents outside the Elkhart city limits get their water from private wells. The static ground water level is 10 to 15 feet below ground surface (IDNR, 1991).

2.7 RECEPTORS

The facility occupies 6.3 acres in an industrial and residential area in Elkhart, Indiana. Elkhart has a population of about 137,330. The facility is bordered on the north by Conrail Railroad, on the west by a scrap yard, on the south by a plating company and on the east by an office building. The nearest residence is about 200 feet east. The nearest school, Lincoln School, is about 1/2 mile north of the facility. Facility access is controlled by a barbed wire fence and a 24-hour alarm system.

The nearest surface water body, the St. Joseph River, is located about 1/2 mile northwest of the facility and is used for recreational purposes. Other surface water bodies in the area include Christiana Creek 1-3/4 miles north and Simonton Lake about 5 miles north of the facility.

Ground water is used as a source of drinking water. The City of Elkhart draws ground water from four separate well fields. The nearest well field to the facility is about 1-1/2 miles to the southeast, upgradient from the facility. The nearest well field located downgradient is about 2-1/2 miles northeast of the facility.

Wetlands are located about 4 miles northeast and 5 miles north of the facility. McNaughton Park is located along the St. Joseph River about 1/2 mile northwest of the facility. According to the information obtained at the time of the VSI and from the USGS topographic map, no forest preserves, no habitats of endangered species, and no other sensitive environments are located within 2 miles of the facility.

3.0 SOLID WASTE MANAGEMENT UNITS

This section describes the 10 SWMUs identified during the PA/VSI. The following information is presented for each SWMU: description of the unit, dates of operation, wastes managed, release controls, history of documented releases, and PRC observations.

SWMU 1	**Indoor Waste Storage Area**
Unit Description:	This unit consists of an indoor area about 20 feet by 20 feet in the north end along an inside west wall of the facility (see Photograph Nos. 6 and 7). Heavy waste paint overspray (D001, F003, F005) from spray booth walls is accumulated in uncovered 5-gallon plastic buckets. Waste solvents and solvent still bottoms (F003, F005) from the solvent recycling still are stored in 55-gallon drums, which are closed and labeled as hazardous waste. Filter cake waste from the Wastewater Treatment System (SWMU 3) is stored in 10-cubic yard, plastic-lined boxes.
Date of Startup:	This unit began operation in 1978.
Date of Closure:	This unit is currently operational.
Wastes Managed:	This unit manages waste paint overspray from spray booth walls, waste solvent and solvent still bottoms (F003, F005) generated from a solvent recycling still, and filter cake waste generated from the Wastewater Treatment System (SWMU 3).
Release Controls:	This unit is inside a building that has a concrete floor with no visible cracks or gaps.
History of Documented Releases:	No releases from this unit have been documented.
Observations:	Several uncovered buckets of heavy waste paint overspray (D001, F003, F005) were placed directly on the concrete along an inside west wall. One closed drum of waste solvent and solvent still bottoms (F003, F005) was placed directly on the concrete and labeled as hazardous waste. The visible portion of the drum did

not have any holes or cracks at the time of the VSI. Boxes of filter cake waste were placed on pallets and stored closed. The visible portions of the boxes did not have any rips or tears at the time of the VSI. PRC observed no visible evidence of release.

SWMU 2	**Solvent Still Bottoms Satellite Accumulation Area**
Unit Description:	This unit consists of a 6-foot by 6-foot area inside the solvent recovery room in the northwest portion of the facility. The unit is about 5 feet from the solvent recycling still. Solvent recycling still bottoms and solvent too thick to be recycled through the still are placed in a closed-top 55-gallon drum. When the drum is full, it is transferred to the Indoor Waste Storage Area (SWMU 1), where it is stored for less than 90 days.
Date of Startup:	This unit began operation in 1978.
Date of Closure:	This unit is currently operational.
Wastes Managed:	This unit manages waste solvent and solvent still bottoms (F003, F005) from the solvent recycling still.
Release Controls:	This unit is inside the facility on a concrete floor with no visible cracks or gaps.
History of Documented Releases:	No releases from this unit have been documented.
Observations:	One partially full 55-gallon drum was in the area at the time of the VSI. The visible portion of the drum did not have any holes or cracks at the time of the VSI. PRC observed no visible evidence of release.
SWMU 3	**Wastewater Treatment System**
Unit Description:	This unit consists of a 6-inch concrete berm beneath the spray washers and tanks of raw product. Wastewater from parts washing that has mixed with sodium hydroxide or chromic acid is

accumulated in the bermed area and collected by pumps into a sump area. The wastewater is then pumped into a 7,500-gallon steel holding tank. Once the holding tank is full, the waste is pumped to a 7,500-gallon steel treatment tank where its pH is adjusted. The sludge generated from pH adjustment is allowed to settle and then pumped into a 2,000-gallon fiberglass holding tank. Water overlying the sludge in the 7,500 gallon tank is decanted and then discharged to the City of Elkhart Sanitary System. From the 2,000 gallon tank, the sludge is pumped to a filter press where effluent and filter cake waste are generated. The effluent is placed back into the 7,500 gallon holding tank where it goes through treatment. The filter cake waste is placed into a 10-cubic yard, plastic-lined box in the Wastewater Treatment Filter Cake Accumulation Area (SWMU 4) located next to the filter press (see Photograph Nos. 1, 2, 3, and 4). The unit is located in the southwestern portion of the facility.

Date of Startup: This unit began operation in 1978.

Date of Closure: This unit is currently operational.

Wastes Managed: This unit manages wastewater mixed with sodium hydroxide and chromic acid from paint pre-treatment operations.

Release Controls: This unit is inside a building that has a concrete floor with no visible cracks or gaps.

History of Documented Releases: A May 26, 1988, IDEM facility inspection noted sludge had spilled on the floor and was swept up every three days (IDEM, 1988c).

Observations: PRC observed stained concrete under the filter press at the time of the VSI.

SWMU 4 **Wastewater Treatment Filter Cake Accumulation Area**

Unit Description: This unit consists of a 10-cubic yard, plastic-lined fiber box containing wastewater filter cake waste. It is located directly

	adjacent to the Wastewater Treatment System (SWMU 3) filter press in the southwestern portion of the facility (see Photograph No. 4). When the box is full, it is transferred to the Indoor Waste Storage Area (SWMU 1).
Date of Startup:	This unit began operation in 1978.
Date of Closure:	This unit is currently operational.
Wastes Managed:	This unit manages wastewater filter cake.
Release Controls:	This unit is located inside a building that has a concrete floor with no visible cracks or gaps.
History of Documented Releases:	No releases from this unit have been documented.
Observations:	One partially full box of filter cake waste was in the area at the time of the VSI. The visible portion of the box did not have any holes or rips at the time of the VSI. PRC observed no visible evidence of release.
SWMU 5	**Former Waste Oil Drip Pans**
Unit Description:	These units consisted of 2-inch high metal pans placed beneath the die press machines to collect waste lubricating oil. The actual number of pans and their capacities were not known by facility representatives at the time of the VSI. When full, the oil from the pans was transferred into 275 gallon steel tanks in the Former Waste Oil Storage Area (SWMU 6).
Date of Startup:	This unit began operation in about 1959.
Date of Closure:	These units have been inactive since 1990, when the facility stopped all manufacturing operations.
Wastes Managed:	These units managed waste lubricating oil from the die-press machines.

Release Controls:	These units were located inside a building that has a concrete floor with no visible cracks or gaps.
History of Documented Releases:	No releases from this unit have been documented.
Observations:	At the time of the VSI, PRC observed empty pits where the die press machines were located. PRC observed no visible evidence of release at the time of the VSI.
SWMU 6	**Former Waste Oil Storage Area**
Unit Description:	This unit consisted of an area about 25 feet by 25 feet in the northeastern portion of the facility. It stored two 275-gallon aboveground steel tanks containing waste lubricating oil.
Date of Startup:	This unit began operation in about 1959.
Date of Closure:	This unit has been inactive since 1990, when the facility stopped all manufacturing operations.
Wastes Managed:	This unit managed waste lubricating oil from the die-press machines.
Release Controls:	This unit was inside the facility on a concrete floor with no visible cracks or gaps.
History of Documented Releases:	No releases from this unit have been documented.
Observations:	One empty 275-gallon steel tank was in the area at the time of the VSI (see Photograph No. 8). PRC observed no visible evidence of release.

SWMU 7	**Former Underground Storage Tank**
Unit Description:	This unit consisted of a 10,000-gallon steel tank that held product fuel oil. Upon testing at removal, this unit was also found to contain waste caustic.
Date of Startup:	This unit began operation about 1961.
Date of Closure:	The unit was removed in 1986. EPA and IDEM have not acknowledged closure of the unit.
Wastes Managed:	This unit managed product fuel oil and waste caustic, which was probably sodium hydroxide wastewater from die cleaning operations.
Release Controls:	This unit had no release controls.
History of Documented Releases:	A May 26, 1988, IDEM inspection noted black, discolored soil in the outside courtyard. In 1989, the soil was sampled, tested, and found not to be contaminated (EIS, 1989).
Observations:	PRC observed a snow-covered courtyard at the time of the VSI (see Photograph No. 9). PRC observed no visible evidence of release at the time of the VSI.
SWMU 8	**Former Outdoor Drum Storage Area**
Unit Description:	This unit consisted of a 14-foot by 30-foot concrete pad about 6 inches thick. The unit was adjacent to building "P" and joined another concrete surface, with soil to the west. Filter cake waste from the Wastewater Treatment System (SWMU 3) was placed into 55-gallon drums and stored in this area.
Date of Startup:	This unit began operation in about 1981.

Date of Closure:	This unit has been inactive since 1982. The closure plan was approved with modifications in 1988, but EPA and IDEM have not acknowledged closure.
Wastes Managed:	This unit managed waste filter cake generated during wastewater treatment.
Release Controls:	The unit was located on concrete.
History of Documented Releases:	No releases from this unit have been documented. In 1989, the soil at this unit was sampled, tested, and found not to be contaminated (EIS, 1989).
Observations:	PRC observed a snow-covered concrete pad with drums piled three high at the time of the VSI (see Photograph No. 10). PRC observed no visible evidence of release at the time of the VSI.

SWMU 9 **Former Roll-Off Hopper Area**

Unit Description:	This unit consisted of a 15-foot by 40-foot outdoor area in the southwest corner of the property. Waste solvents and solvent still bottoms (F003, F005), and filter cake waste were placed into 55-gallon drums, which were placed directly on the ground.
Date of Startup:	This unit began operation in about 1979.
Date of Closure:	This unit has been inactive since 1982. The closure plan was approved with modifications in 1988, but closure has not been completed in accordance with the closure plan.
Wastes Managed:	This unit managed waste solvents and solvent still bottoms (F003, F005) generated from painting processes. This unit also managed wastewater filter cake.
Release Controls:	This unit had no release controls.

History of Documented Releases:	During soil testing required by the September 1988 approved Modified Final Closure Plan, about 12 cubic yards of chromium-contaminated soil, 6 inches deep, was discovered. Additional sampling was conducted and on November 11, 1991, the facility filed a Special Waste Certification Application with IDEM to transport the contaminated soil to Elkhart County Landfill, Elkhart, Indiana, as a special waste (see Photograph No. 11). The facility is awaiting IDEM's approval to dispose of the waste.
Observations:	PRC observed snow-covered ground at the time of the VSI. PRC observed no visible evidence of release at the time of the VSI.
SWMU 10	**Former Caustic Cleaner Storage Area**
Unit Description:	This unit consisted of a 20-foot by 25-foot area with a concrete floor inside the facility along the west wall. Used sodium hydroxide from die cleaning was placed into 55-gallon drums and stored in this area to await disposal. After 1978, the waste sodium hydroxide (waste caustic cleaner) was used to adjust wastewater pH. Because the used sodium hydroxide was being re-used, according to 40 CFR 261.2(e)(1), it was not considered a waste after 1978.
Date of Startup:	This unit began operation in 1959.
Date of Closure:	This unit has been inactive since 1985. The closure plan was approved with modification in 1988, but EPA and IDEM have not acknowledged closure.
Wastes Managed:	This unit managed waste sodium hydroxide (waste caustic cleaner). In 1978, the waste sodium hydroxide was used to adjust the pH in the wastewater treatment system. Because the used sodium hydroxide was re-used, according to 40 CFR 261.2(e)(1), it is not considered a waste.
Release Controls:	The unit was located indoors on concrete.

History of Documented Releases:	No releases from this unit have been documented. Soil sampling required by the approved Modified Final Closure Plan did not reveal contamination (EIS, 1989).
Observations:	PRC observed an empty concrete floor at the time of the VSI. The concrete floor was in good condition with no visible cracks or gaps. PRC observed no visible evidence of release at the time of the VSI.

4.0 AREAS OF CONCERN

No AOCs were identified during the VSI.

REFERENCES

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BFA, 1985b. Letter submitting amended Part A permit application, August 22.

BFA, 1985c. Letter submitting second amended Part A permit application, September 9.

BFA, 1985d. Resubmission of EPA Policy Form 121, "Container/Storage Closure Report," December 11.

BFA, 1986a. Letter to ISBH Requesting Change in Status to Generator Only, March 7.

BFA, 1986b. Response to March 17 NOV Including 2 Page Closure Plan for its UST, March 31.

BFA, 1986c. Letter to IDEM Detailing Removal of UST, August 15.

BFA, 1986d. Letter to IDEM Amending Manifests for Tank Removal, November 25.

BFA, 1987a. Response to April 6, 1987 NOV resulting from an October 1986 inspection, May 18.

BFA, 1987b. Resubmittal of Closure Plan in Response to September 1987 NOI, December 1.

BFA, 1988. Consolidated Closure Plan Addressing August 1, 1988 NOD, August 16.

BFA, 1989a. Supplemental Information Required as a Condition of the Modified Final Closure Plan, January 13.

BFA, 1989b. Resubmission of Supplemental Information, March 27.

Environmental Engineers, Inc. (EIS), 1989. Sampling Results from the UST, Roll-Off Hopper Area and Outdoor Storage Areas, January 6.

EIS , 1991. Letter Addressing Soil Sampling Inadequacies, October 30.

Federal Emergency Management Agency (FEMA), 1985. National Flood Insurance Program, City of Elkhart, Indiana, Elkhart County. Community panel number 180056 0015B, June 5.

Indiana Department of Environmental Management (IDEM), 1986. Results of a Full RCRA Interim Status Inspection, October 9.

IDEM, 1987a. NOV from October 1986 Inspection, April 6.

IDEM, 1987b. Notice of Inadequacy, June 25.

IDEM, 1987c. Notice of Inadequacy, September 25.

IDEM, 1988a. Notice of Violation with Proposed Agreed Order, May 11.

IDEM, 1988b. Report Detailing the Evaluation Inspection of May 26.

IDEM, 1988c. NOD Requesting Closure Information for Newly Discovered Storage Area, August 1.

IDEM, 1988d. Closure Plan Modification and Approval, September 28.

IDEM, 1988e. Letter Approving and Adopting the Agreed Order, September 30.

IDEM, 1988f. Letter Approving Request for Extension of Time to Submit Documentation Required by Modified Final Closure Plan, November 4.

IDEM, 1988g. Notice of Violation, December 29.

IDEM, 1988h. Agreed Order, December 29.

IDEM, 1989. Letter Listing Deficiencies Found in Supplemental Information, March 16.

Indiana Department of Natural Resources (IDNR), 1991. Copies of Five Well Logs from 1973 to 1978 Obtained from Frederick Bayon, Division of Water, July 2.

ILC, 1980a. Notification of Hazardous Waste Activity, July 11.

ILC, 1980b. RCRA Part A Permit Application, October 27.

Indiana State Board of Health (ISBH), 1984. Notice of Violation, December 20.

ISBH, 1985a. Letter to EPA Detailing Facility Regulatory History, February 15.

ISBH, 1985b. Notice of Violation and Inadequacy, May 28.

ISBH, 1985c. Notice of Inadequacy, August 15.

ISBH, 1985d. Return of Container Storage Closure Request, October 27.

ISBH, 1986a. NOV, March 17.

ISBH, 1986b. Memo from Robert Modone to Dennis Williams Outlining Closure Plan Request for ILC Products Company, Inc., March 21.

U.S. Department of Agriculture (USDA), 1974. General Soil Map, Elkhart County, Indiana, U.S. Department of Agriculture Soil Conservation Service, Purdue University Agricultural Experiment Station.

U.S. Department of Commerce (DOC), 1963. Rainfall Frequency Atlas of the United States, Technical Paper No. 40, U.S. Government Printing Office, Washington, DC.

DOC, 1968. Climatic Atlas of the United States, U.S. Government Printing Office, Washington, DC.

U.S. Environmental Protection Agency (EPA), 1986. Acknowledgement of EPA Form 121, January 3.

United States Geological Survey (USGS), 1981. Elkhart Quadrangle, Indiana, 7.5-Minute Series Topographic Map.

ATTACHMENT A

EPA PRELIMINARY ASSESSMENT FORM 2070-12

EPA

POTENTIAL HAZARDOUS WASTE SITE
PRELIMINARY ASSESSMENT
PART 1 - SITE INFORMATION AND ASSESSMENT

I. IDENTIFICATION

01 STATE	02 SITE NUMBER
IN	IND005470521

II. SITE NAME AND LOCATION

01 SITE NAME *(Legal, common, or descriptive name of site)*	02 STREET, ROUTE NO. OR SPECIFIC LOCATION IDENTIFIER				
ILC Products Company, Inc.	1819 South 14th Street				
03 CITY	04 STATE	05 ZIP CODE	06 COUNTY	07 COUNTY CODE	08 CONG DIST
Elkhart	IN	46515	Elkhart		
09 COORDINATES: LATITUDE 41°40'13"N	LONGITUDE 85°59'16"W				

10 DIRECTIONS TO SITE *(Starting from nearest public road)*

III. RESPONSIBLE PARTIES

01 OWNER *(if known)*	02 STREET *(Business, mailing residential)*	
Patrick Industries, Inc.	5020 Lincolnway East, P.O. Box 1330	
03 CITY	04 STATE	05 ZIP CODE	06 TELEPHONE NUMBER
Mishawaka	IN	46546	(219) 674-6351
07 OPERATOR *(If known and different from owner)*	08 STREET *(Business, mailing, residential)*		
09 CITY	10 STATE	11 ZIP CODE	12 TELEPHONE NUMBER

13 TYPE OF OWNERSHIP *(Check one)*

☒ A. PRIVATE ☐ B. FEDERAL: _____ *(Agency Name)* ☐ C. STATE ☐ D. COUNTY ☐ E. MUNICIPAL

☐ F. OTHER _____ (Specify) ☐ G. UNKNOWN

14. OWNER/OPERATOR NOTIFICATION ON FILE *(Check all that apply)*

☒ A. RCRA 3010 DATE RECEIVED: 07/11/80 (MONTH DAY YEAR) ☐ B. UNCONTROLLED WASTE SITE *(CERCLA 103 c)* DATE RECEIVED: / / (MONTH DAY YEAR) ☐ C. NONE

IV. CHARACTERIZATION OF POTENTIAL HAZARD

01 ON SITE INSPECTION

☒ YES DATE 01/21/92

☐ NO

BY *(Check all that apply)*

☐ A. EPA ☒ B. EPA CONTRACTOR ☐ C. STATE ☐ D. OTHER CONTRACTOR

☐ E. LOCAL HEALTH OFFICIAL ☐ F. OTHER: _____ *(Specify)*

CONTRACTOR NAME(S) PRC Environmental Management, Inc.

02 SITE STATUS *(Check one)*

☒ A. ACTIVE ☐ B. INACTIVE ☐ C. UNKNOWN

03 YEARS OF OPERATION

1939 / Present (BEGINNING YEAR ENDING YEAR) ☐ UNKNOWN

04 DESCRIPTION OF SUBSTANCES POSSIBLY PRESENT, KNOWN, OR ALLEGED

Hazardous wastes handled by ILC are heavy waste paint overspray and waste solvents (F003, F005)

05 DESCRIPTION OF POTENTIAL HAZARD TO ENVIRONMENT AND/OR POPULATION

About 12 cubic yards of trichromium soil contamination, approximately 6 inches deep, exists in a 15-foot by 40-foot outdoor area. The soil will be removed pending approval by IDEM. The area is fenced on one side. Due to the low toxicity of trichromium, the potential hazard is low.

V. PRIORITY ASSESSMENT

01 PRIORITY FOR INSPECTION *(Check one. If high or medium is checked, complete Part 2 - Waste Information and Part 3 - Description of Hazardous Conditions and Incidents.)*

☐ A. HIGH *(Inspection required promptly)* ☐ B. MEDIUM *(Inspection required)* ☒ C. LOW *(Inspect on time-available basis)* ☐ D. NONE *(No further action needed; complete current disposition form)*

VI. INFORMATION AVAILABLE FROM

01 CONTACT	02 OF *(Agency/Organization)*			03 TELEPHONE NUMBER
Kevin Pierard	U S. EPA			(312) 886-4448
04 PERSON RESPONSIBLE FOR ASSESSMENT	05 AGENCY	06 ORGANIZATION	07 TELEPHONE NUMBER	08 DATE
Gabrielle Norkis		PRC-EMI	(312) 856-8700	2/19/92 (MONTH DAY YEAR)

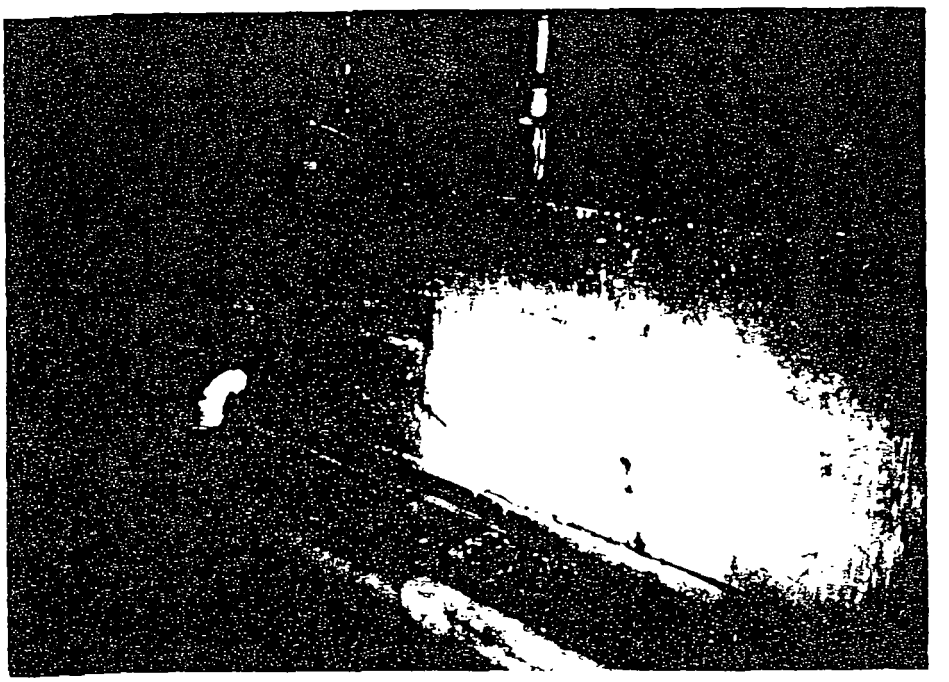
ATTACHMENT B

VISUAL SITE INSPECTION SUMMARY AND PHOTOGRAPHS

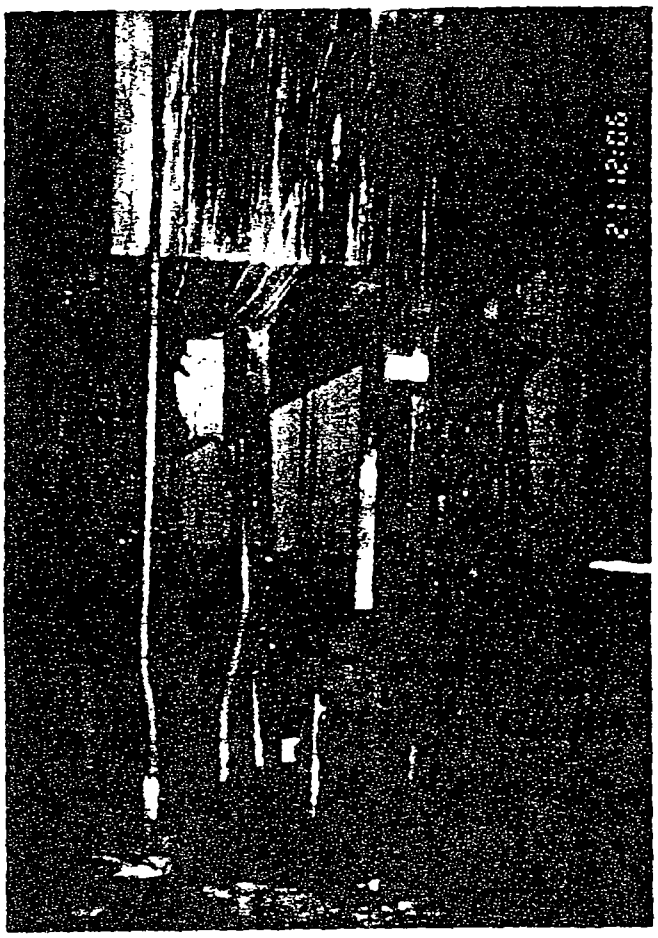
VISUAL SITE INSPECTION SUMMARY

ILC Products Company, Inc.
Elkhart, Indiana
IND 005 470 521

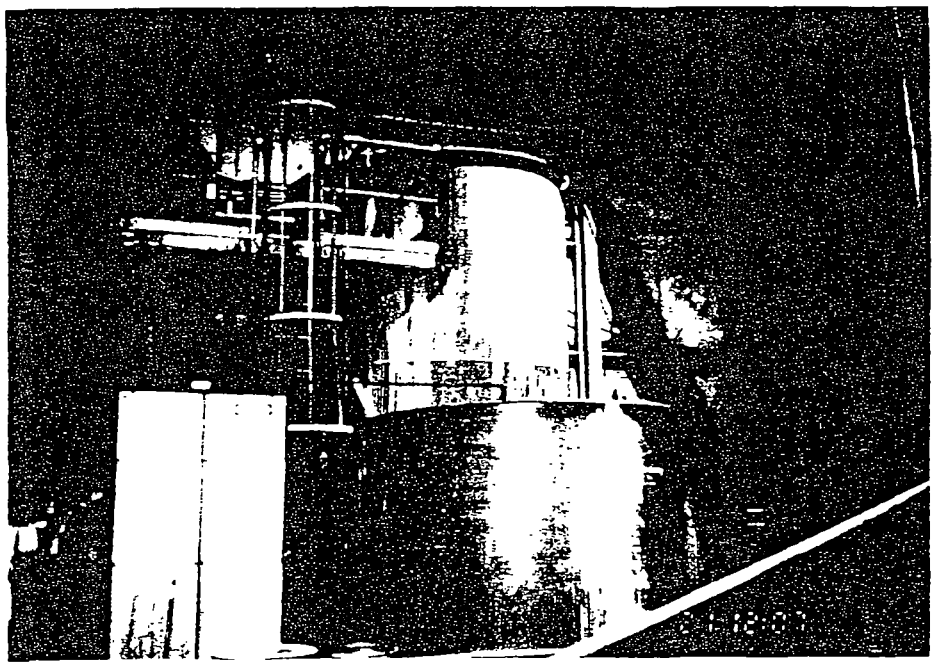
Date:	January 21, 1992
Facility Representatives:	Phil Starkey, ILC, Patrick Metals Dan Wilson, Safety & Environmental Resources, Inc.
Inspection Team:	Gabrielle Norkis, PRC Tonia Garbowsky, PRC
Photographer:	Tonia Garbowsky
Weather Conditions:	Sunny, calm, temperature 40°F
Summary of Activities:	The visual site inspection (VSI) began at 11:15 a.m. on January 21, 1992. Gabrielle Norkis discussed the purpose of the VSI. Mr. Starkey and Mr. Wilson discussed the facility history and operation. The VSI tour started at about 12:30 p.m. Mr. Starkey discussed specific operations conducted at each area during the walk through the production areas. The tour began at the Wastewater Treatment System (SWMU 3) and continued on through the Wastewater Treatment Filter Cake Accumulation Area (SWMU 4), Solvent Still Bottoms Satellite Accumulation Area (SWMU 2), Indoor Waste Storage Area (SWMU 1), Former Waste Oil Storage Area (SWMU 6), Former UST (SWMU 7), Former Waste Oil Drip Pans (SWMU 5), Former Caustic Cleaner Storage Area (SWMU 10), Former Outdoor Drum Storage Area (SWMU 8), and the Former Roll-Off Hopper Area (SWMU 9). Photographs of SWMUs were taken. PRC conducted a brief exit interview with Mr. Starkey and Mr. Wilson before leaving the facility at about 2:30 p.m.



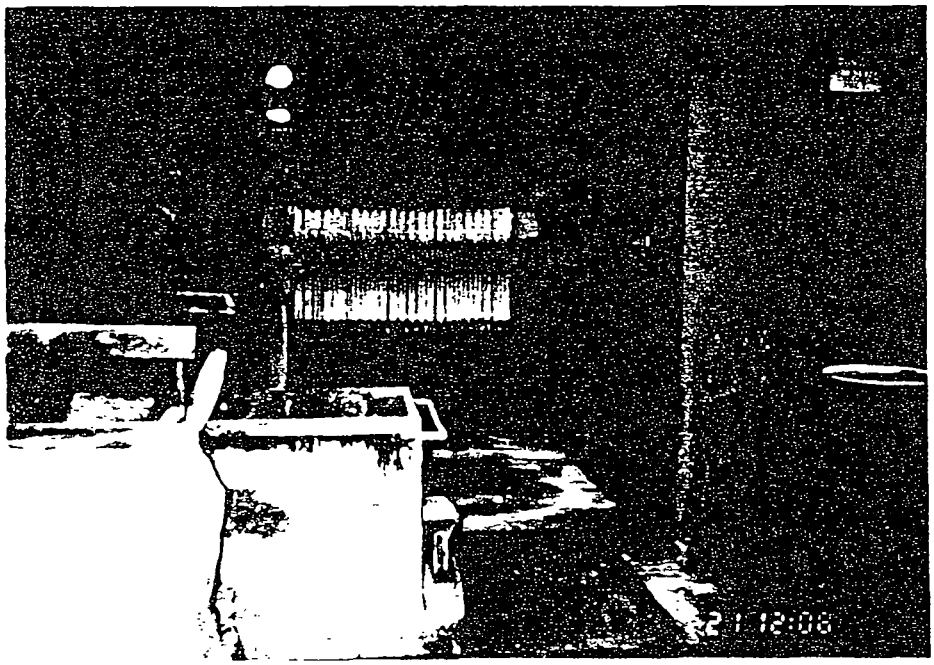
Photograph No.: 1
Orientation: West
Location: SWMU 3
Date: 01/21/92
Description: Berm and ditch under the chromic acid and sodium hydroxide spray booths.



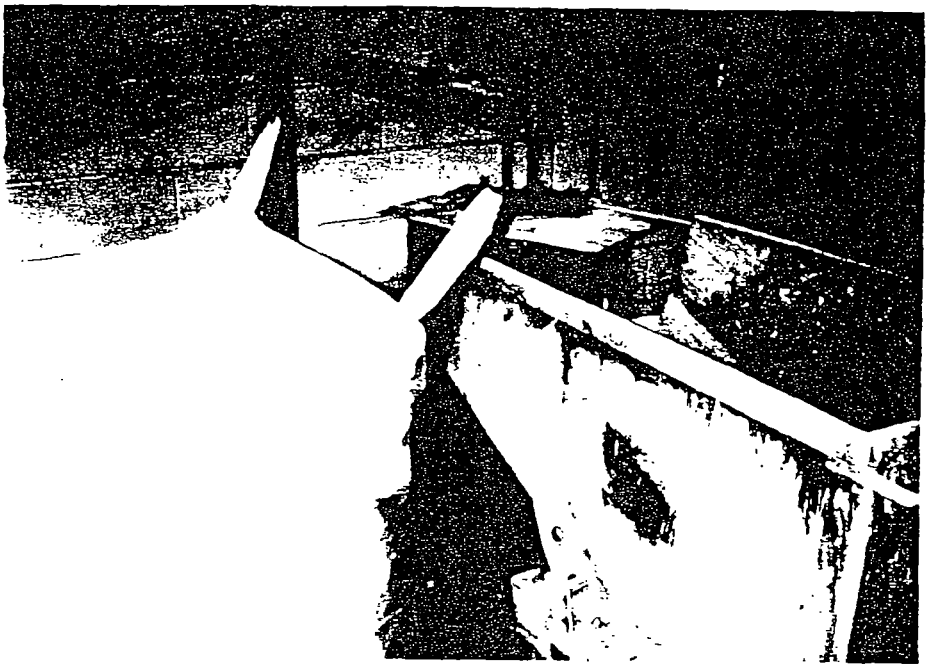
Photograph No.: 2
Orientation: South
Location: SWMU 3
Date: 01/21/92
Description: Sump pump for wastewater treatment system located under the 7,500-gallon mild steel holding tank.



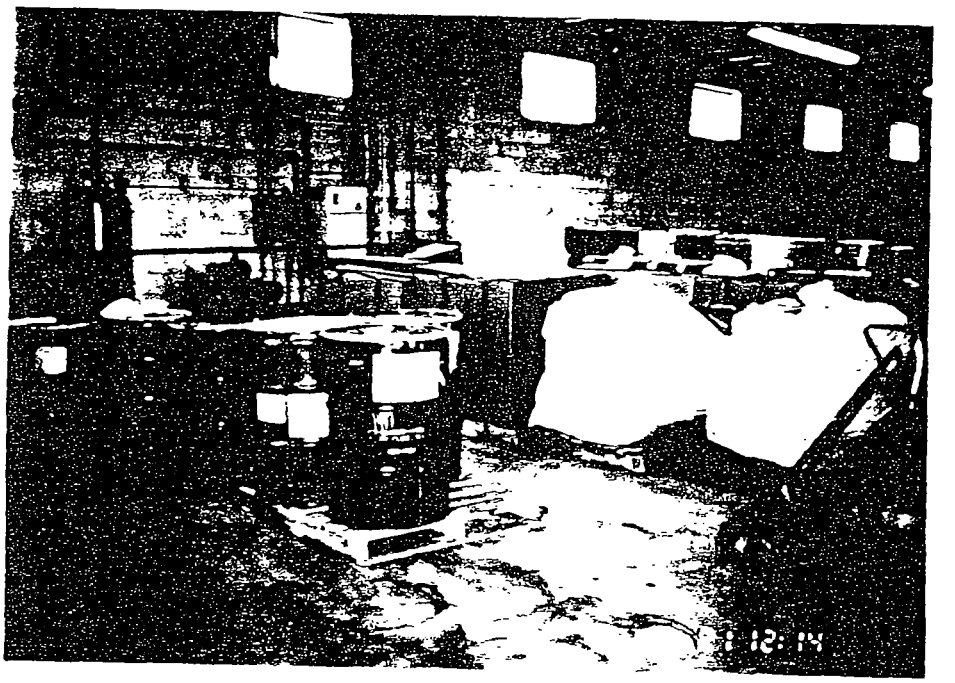
Photograph No.: 3 Location: SWMU 3
Orientation: South Date: 01/21/92
Description: On the right is the 7,500-gallon mild steel holding tank, on the left is the 7,500-gallon mild steel treatment tank, in the front right is the 2,000-gallon fiberglass sludge holding tank.



Photograph No.: 4 Location: SWMU 3 and 4
Orientation: South Date: 01/21/92
Description: In the foreground is the dumpster for the Wastewater Treatment Filter Cake Accumulation Area. In the background is the filter press for the Wastewater Treatment System.



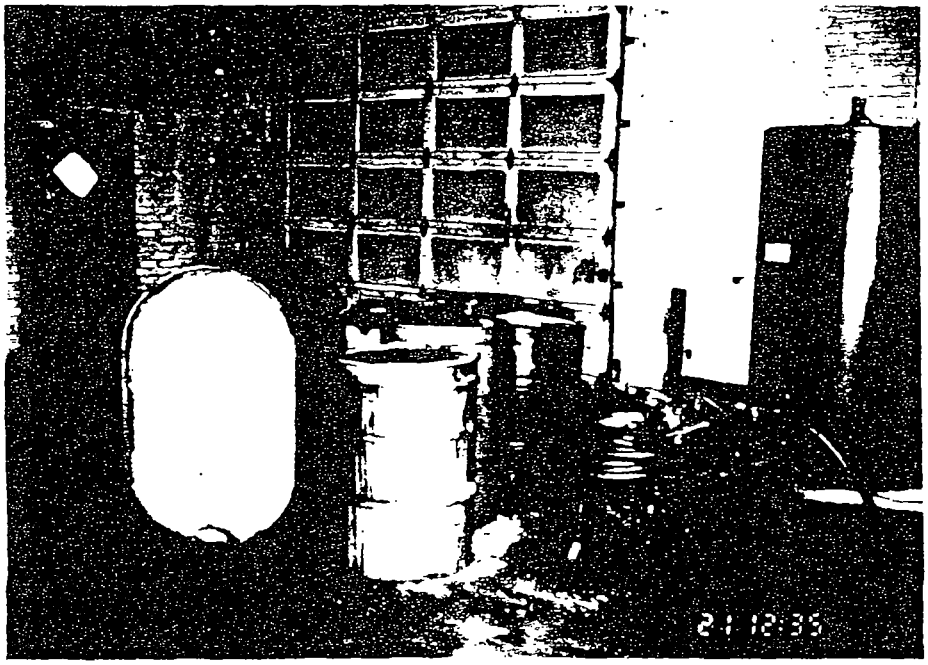
Photograph No.: 5
Orientation: South
Location: SWMU 4
Date: 01/21/92
Description: Wastewater treatment filter cake accumulation area dumpster.



Photograph No.: 6
Orientation: Northwest
Location: SWMU 1
Date: 01/21/92
Description: Waste filter cake, waste heavy paint overspray, and waste solvent and waste solvent still bottoms.

Photograph No.: 7
Orientation: West
Description: Open 5-gallon buckets of heavy waste paint overspray.

Location: SWMU 1
Date: 01/21/92

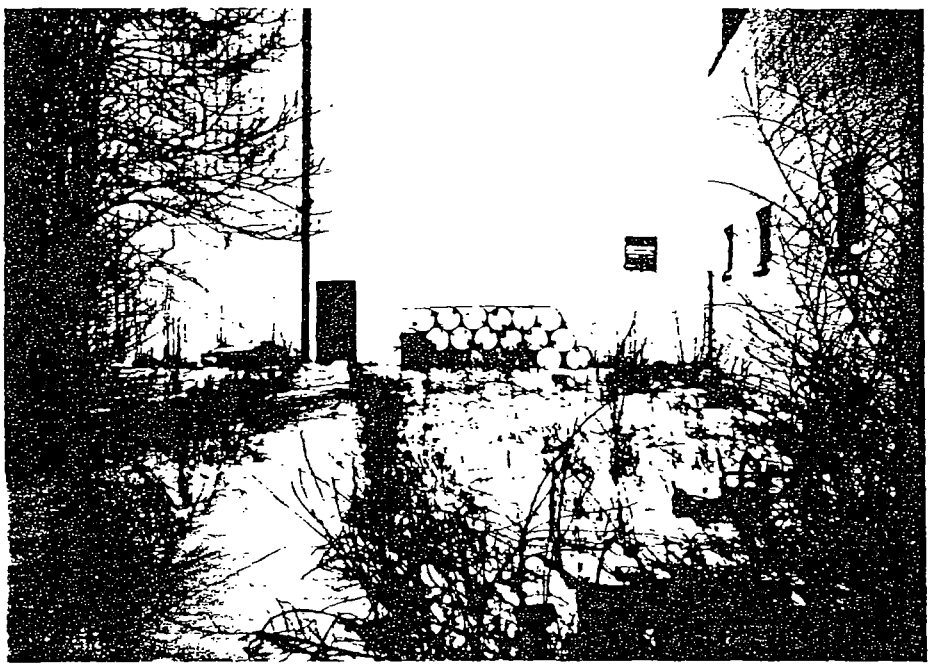


Photograph No.: 8
Orientation: Northeast
Description: Former waste oil storage area. One empty 275-gallon tank.

Location: SWMU 6
Date: 01/21/92

Photograph No.: 9
Orientation: North
Description: Area of Former Underground Storage Tank.

Location: SWMU 7
Date: 01/21/92



Photograph No.: 10
Orientation: North
Description: Former Outdoor Drum Storage Area with empty drums stacked along the wall.

Location: SWMU 8
Date: 01/21/92

Photograph No.: 11
Orientation: South
Description: Area along the two fences where the Former Roll-Off Hopper Area was located.

Location: SWMU 9
Date: 01/21/92

ATTACHMENT C

VISUAL SITE INSPECTION FIELD NOTES

(1) Tonia C. Garbowsky
Gabriele Nakis
Both PRC

January 21, 1992
11:00 am - sunny 40°F, Elkhart, IN

Met with Phil Starkey - ILC
Dan Wilson - consultant
Safety & Environmental Resources, Inc
Red Wiedner - ILC

- Phil is the paint dept. manager
- Dan is the President of the firm (consulting)
- ILC has been Operating since 1988 - paint industries

Formerly:
Indiana Lighting Company - 30 yrs or so
1940 - - making lamps, etc
- extruding aluminum, metal
"aluminum fabrication"

not manufacturing paint, rather a paint line.

actual extrusion processes have F. moved to another plant

Tonia C. Garbowsky 1/21/92

2)

Unsure when this building built
- 1890's -
(called other office to check w/
Pat Hurley and
Red Weidner
(more history on page 10 + page 18)

Neighbors:
Elkhart Plating - South
Conrail - North
Scrapyards - West
Sturgiss Iron + Metal owners
Gamo Plywood - East
+ the ILC Corp. office
+ Parking lot
+ Residential @ 200 ft. away

Tonia C. Garbowsky 1/21/92

3)

Building about 285,000 sq. ft.
Property lot size -

Nearest Surface Water:
St. Joe River ⇒ recreational purposes -

RCRA status - large quantity generator
- approved closure as per Dan Wilson but no EPA documentation

At one time part A w/interim status
- never stored greater than 90 days
(again according to Dan)

Roll-off Hopper Storage Area -
- PRC records - no formal closure approval. Other 4 sites are ok.

Tonia C. Garbowsky 1/21/92

(4)

- Treatment Storage + Disposal facility - (TSDF)
  - current RCRA status
- ILC was informed of this -

Processes

Receive aluminum from Mishawaka (another plant) - Do painting for competitors - also

5 step pretreatment process

im comes into the
- Into paint room, then people
- Break bundles - put on tables
- Conveyor picks them up
- Runs through automatic washer (w/out ppl. contact)

Ionia C. Garbowsky 1/21/92

(5)

Stage 1

washing solution - alkaline cleaner
- contains sodium hydroxide

2 sets of nozzles -
1. sodium hydroxide
2. city water rinse

falls into trough + collected back into tanks.

Never remove any, just replenished

sodium hydroxide

1 + 2 mill steel tanks

Stage 2

wastes are dumped (approx. 2x/month)

then sent to waste water treat then discharges to sewer

held in 2-7500 gallon tanks - add acid to bring to neutral

approx 80 drums/yr or less

approx 3 colors/day used

Ionia C. Garbowsky 1/21/92 Clark processing / Dayton

(6)

(collected)

2 - tanks - 7 one is holding while the other is being treated - visa-versa

They are constructed out of mild steel.
- in place since 1988
prior to '88 no paint operation

Stage 3

Tank 3 - Chromic Acid tank for conversion coating - acts as an inner coat to allow the paint to stick to aluminum - tri-chrome - chromium - phosphoric acid

Himco - sludge => 60 cu yds/yr 2000 fiberglass tank

again a replenishing situation

- all same W.W. (waste water treatment)

Sonia C. Garbowsky 1/21/92

(7)

Stage 4

Tank 4 - City Water rinse (like Tank 2)
dumped every 2 weeks
- has chrome in it
about 600 gallons
- stainless steel tank

- Inside a curbing - 6 in - concrete surrounds whole pre-treatment area
- looks like it has been continuously poured
1 ft x 1 ft drain - gutter

Outside curb - then pumps into 2 treatment (w.w) tanks

Still automatic process

Sonia C. Garbowsky 1/21/92

(8)

Stage 5

5th stage - another rinse
nothing directly to sewer -

parts exit ⇒ dry-off oven
helps set chrome-phos.
coating.

- no flakes according to this.

↳ heads to 1st (back of piece) spray booth
they (competitors) match ILC's specifications
only about 10 colors
↕ 40 seconds between
2nd booth - front of piece

Air permit for VOC's
- states in question
mods. applied for in 1988

Tonia C. Garbowsky 1/21/92

(9)

no response from IDEM (Dan)
mod. - bake-off ash in ovens -
from hooks -

G.N. asked for copy of permit -

travels 70 ft to oven - baked out -
450°F

Occasionally
Sweep out oven - goes in
general refuse

no leaded paints used.

wrecked parts are recycled

Piece
Exits ... 220 ft to exit pt.

Only operation this facility has.

Tonia C. Garbowsky 1/21/92

(10)

construction started in 1978
on line

History — holding co. → OH Williams Investment Corp -
Partrick bought it in 1980/1 - holding company controlled
before that ILC - made lamps majority of stock.
Products Co., Inc.

-2 turntable for railroad facility -
1939 - still some tunnels underground
1967 - Industrial Lamp Corporation
- extrusion, 1 machine
1976-7 - public co., ILC products
manufactured aluminum products
door frames, etc - RV Industry
1970 - die cast body - stopped lamps -
then signals, Kaiser Co.
some products discontinued
earlier

Lonia C. Garbowsky 1/21/92

(11)

switched to paint only in 1984

Extrusion Process Explained:
raw aluminum - billet form
- purchased from mill -
heated to 875° - put into
press w/ dye - shapes it -
forces through dye -
tooth paste/pck example

- Not done at this plant -
anymore -

Lonia C. Garbowsky 1/21/92

(12)

operators wear tyvek, etc
— special waste permit for them
20-30 boxes on site

Sonia C. Garbowsky 1/21/92

Photo Log

(13)

Photo #	Subject	Direction
1	Drain - 6 in. curb	West
2	water tank	South
3	sump pump	South
4	holding tanks	South
5	" "	South
6	" "	South
7	filter press & filter cake storage	South
8	" "	South
9	storage area for Tyvek, etc.	Nwest
10	special waste area	North
11	open cans in waste area	West

Sonia C. Garbowsky 1/21/92

14) Photo # Subject Direction

(15)

12 - South East SE
- heavy paint drum in flushboard
system area -

13 - pan plastic bag West
in waste area

14 - Old Oil Storage Area NEeast

15 - " " " " "

16 - Courtyard - former UST area - North

17 - Courtyard - UST North

18 - North - former storage area North
" - empty drums

19 - " " cement slab -

20 - Hopper area South [Photo log continued on pg 17] Ionia C. Garbowsky 1/21/92

21 - Hopper South
Ionia C. Garbowsky 1/21/92

Plant tour: Other notes

- still bottoms - 1900 gallons -
flush-out system -
pulsating noise -
paint back in drums -
continuous flow -
send it out or try to
reclaim spent solvent

- heavy paint off of walls -
- 3 or 4 days -
pan inside still
plastic bag over it

- totally dry paint cans -

Oil used on billet - 55 gal. approx.
Century Resources, Inc.
Alsip, Ill.
before that Bareth oil, Misawaka

(16)

oil used to lubricates machinery - about 10 gal year -

Some cracks in cement floor - old building

- raw paint area

Sonia C. Garbowsky 1/21/92

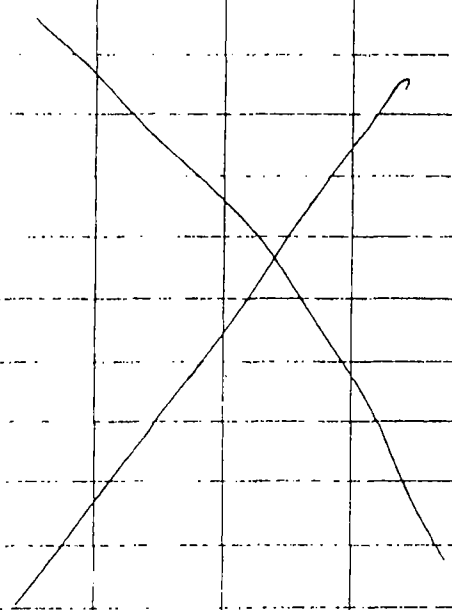
Photo #	Description	Direction
22	Hopper area	West

(17)

Sonia C. Garbowsky 1/21/92

History Update

Industrial Lamp => ILC in 1969
Patrick bought OHC => April 1, 1980
changed from wholly owned
subsidiary to part of Patrick
in 1985 - hostile takeover -



Ionie C. Garbowsky 1/21/92

(1) 1.21.92 LLC Products Company dc.
PHIL STARKEY, LLC 1819 S 19th Street
DAN WILSON, SEQ 219 293 6568
TONI GARBARSH, PRC
GABRIELLE NORKIS, PRC
11:15 Sunny calm 40° E shaft

paint line ⇒ since 1988
alum extrusion, lamp manufact. ⇒
alum fabrication ⇒ since 1940
building built ⇒ 1880's ⇒ Made
Woven baby buggies

⇒ south - Elkhart Plating
north - Conrail
west - scrap yard - Sturges
Iron & Metal
east - Gmo Plywood, Patrick
metals; residences 200
feet.

Gabrielle Norkis 1.21.92

(2)

285,000 square feet ⇒
size of the lot

Employers Security System 24 hours
whole facility is fenced. Lakd
after hours
16 people working 1 shift.

City draws from well fields
St. Joseph River - surface water -
recreational.

RCRA ⇒ Large quantity
generator, TSD facility.

receive aluminum from
corporate + customers,
be painted.

Gabrielle M. Norkis

(1) paintroom
(2) placed on conveyor
(3) ~~run~~ thru washers of alkaline cleaner ⇒ (1) Sodium hydroxide (2) water rinse
~~waste~~ used liquid stored in 2 7500 gallon holding tanks.
(1) tank is used for treatment = add acid to bring to neutral send to filter press
(2) 2nd tank used to collect waste.

7500 gallon tanks are made of mild steel. since 1988 prior this operation did not exist.

Gabrielle M. Nalli 1-21-92

3rd tank ⇒ metal is sprayed with chromic acid tank for conversion coating. Must add this to aluminum to make paint stick.

hydroflouric acid
phophoric acid.

4th tank ⇒ ~~city water~~ collects the chrome conversion coating rinse.

600 gallon steel tank tank is emptied into a 6 inch concrete berm 1 foot deep by 1 foot wide drain. Have 2 submersible pumps that pump waste water to waste water treatment

Gabrielle M

(5)

5th stage ⇒ water rinse.

parts then go to dry off oven.
next goes to 1st spray booth
use paints from PPG & Akzo.

had air permit for VOCs. State in question because of modification & no reply from IDEM. due to bake-off ask in oven from hook cleaning.
call State re: air permit

2nd spray booth then to the oven & its baked.
waste from oven to general refuse.

Gabrielle M. Nolin 1.21.92

(6)

this is the only operation on-going here.

Patrick bought holding co. in April 1980, KC became part of Patrick in 1985. (Opt. Williams Investment)
prior it was owned by KC products ⇒ 1976 1969 - 1980 ⇒ manufact. lamps (turn signals) on jeeps.
Industrial lamps (up here) ⇒ 1939 to ~~1976~~ 1969
manufact. alum. products for RV industries

1988 — present paint only.
stopped manufact. lamps in 1970.

1981-1988 — alu. extr.
Gabrielle M.

(7)

① take raw alum. from an alum. mill
② heated to 875°
③ put into a press w/ a die
④ force ~~w/ a die~~ it through a die to a certain shape.
⑤ cool it.

Only do it in Mishawaukee now.

60 cu yards ⇒ per year of tri chrome sludge

operators suits w/ paint ⇒ $

waste paint ⇒ $ 2, 55 gal drums per year

Gabrielle M [illegible] 1.21.92

(8)

all water [illegible] [illegible] drain into ditch.

1 holding, 1 settling, 1 sludge holding. 2,000 gal fiber glass tank

paint
ash go in w/ still bottoms from solvent distillation. Stand in accumulation area.

① heavy sludge from walls of spray booth - fed blends, 1,000 gal yr.

② solvent recycling from
① solvent thru lines in color change.
then
② recycled

Gabrielle M [illegible] 21

(9) 1900 gal. per year

(1) solvent — & still bottoms from ~~reg~~ continuous recyl. of solvents ⇒ on to a pan inside still still bottoms (F003, F005 1 drum) trans. by SER to Clark Processing 300 W. End Av. Dayton, OH 45427

(2) heavy paint off walls & paint too thick too be sent thru still — SHA in still room.
⇒ 1,000 gal per year

solvent used to wipe up floor goes into still
= xylene =

(3) buckets of heavy paint off spray wall & scraped off w/ buckets.

Gabrielle M. Nalli
1.21.92

(10)

(4) waste oil from (no longer to be currently gen) old die.

(4) waste oil from hydraulics
10 gal. year

Greg Winkstrom IDEM Ave 317-232 8468
Hopper ~~Sti~~ rolloff, = 50 cubic yards of soil contam 6 inches deep. Done waste analysis. Got a hauler, waiting for IDEM permit.

60 cu. yards by Himco Waste Away Service, Inc.
P.O. Box 1268
Elkhart, In. 46515-1
to Earthmovers landfill
705 Nath Wilder
Elkhart, In. 46[illegible]

(11)

1 55 gallon drum waste oil
by Century Resources, Inc.
Alsip, Il.

275 gall per quarter prior to 1988
→ previously Beroth Oil,
Milwaukee

Concluded visit at 2:30 pm

Gabrielle M. Hahn
1-2-92

INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT
We make Indiana a cleaner, healthier place to live

Evan Bayh
Governor
Kathy Prosser
Commissioner

105 South Meridian Street
P.O. Box 6015
Indianapolis, Indiana 46206-6015
Telephone 317-232-8603
Environmental Helpline 1-800-451-6027

December 30, 1992

VIA CERTIFIED MAIL - P255-207-482

Mr. Michael Reitgraf
ILC Products Company, Inc.
1819 South Fourteenth Street
Elkhart, Indiana 46515

Dear Mr. Reitgraf:

Re: Closure of Roll-Off Storage Area
ILC Products Company, Inc.
Elkhart, Indiana
IND 005470521

The Indiana Department of Environmental Management (IDEM) has received your certification dated November 3, 1992, that total closure has been completed as outlined in the approved closure plan for ILC Products Company, Inc., Elkhart, Indiana. With the receipt of this certification, total closure is completed as required by 40 CFR 265 Subpart G.

ILC Products Company, Inc. originally notified the U.S. EPA, Region V, as a hazardous waste storage facility with the following hazardous waste activities: tank and container storage. The approved closure plan indicated that the following waste activities have been eliminated: tank and container storage. With the completion of closure, the facility status is now classified as generator.

This is also to notify you that your facility is no longer required by 329 IAC 3.1-14-4 to maintain financial assurance for the closure of the hazardous waste management unit(s).

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3352 128th Avenue
Holland MI 49424-9263
(616) 399-3500
(616) 399-3777 (fax)
http://www.erm.com

ERM

4 August 2004

Mr. John R. Dresser, Esq.
Dresser, Dresser, Haas & Caywood, P.C.
112 South Monroe Street
Sturgis, Michigan 49091

Re: Site Investigation Summary Report
Patrick Paint, 1819 South 14th Street, Elkhart, Indiana

Dear Mr. Dresser:

Environmental Resources Management, Inc. (ERM) performed a site investigation of the above-referenced property consistent with our 23 June 2004 proposal. The objective of the investigation was to obtain site characterization information to assist Sturgis Iron & Metal Co., Inc. (SIM) in its purchase decision. Following is a discussion of the scope of the investigation, investigation methodology, data evaluation, and conclusions.

SCOPE OF INVESTIGATION

Based upon ERM's review of a 3 March 2000 *Phase I Environmental Site Assessment and Limited Compliance Review* prepared by ATC Associates, Inc., ERM selected sampling locations in areas of potential environmental concern. The targeted investigation areas and the borings that addressed these areas are presented in the following table (see Figure 1 in Attachment A for sample locations).

Area of Potential Concern	Boring(s)
Former Roll-Off Hopper (waste paints, solvents)	SB-9, SB-10
Former Outdoor Drum Storage	SB-11, SB-12
Empty Drum Storage Area	SB-3
Discharge Pipes/Depression	NA-groundwater sample only
Paint Room	SB-5, SB-6
Former Wastewater Treatment	SB-4
Wastewater Sludge Storage	SB-16
Waste Caustic Storage	SB-7
Hazardous Waste Storage	SB-7, SB-8
Flammables Building	SB-15
Former Waste Storage	SB-13, SB-14
Former Fuel Oil Tank	SB-2
Stressed Vegetation Area (non-specific)	SB-1
Waste Lubricating Oil/General Storage Area	SB-17

Note: Soil samples from SB-8, -9, -11 and -13 were not submitted for lab analysis

Background - downgradient?

As proposed, at several locations, multiple borings were conducted to increase the probability of locating the areas of concern since precise location information was not available. Soil samples were screened to determine the possible "worst-case" sample for lab analysis from each particular area. Consequently, not all borings had samples collected for laboratory analysis (i.e., soil samples not submitted for analysis include SB-8 at the hazardous waste storage area, SB-9 at the former rolloff area, SB-11 at the former outdoor drum storage area, and SB-13 at the former waste storage area).

Groundwater samples were collected at six locations: TW-1 and TW-2 at the estimated "downgradient" side of the property; TW-3 at the empty drum storage area; TW-4 at the former rolloff storage area and "upgradient" side of the property; TW-5 at the drainage/outfall area; and TW-6 at the northwest side of the property.

INVESTIGATION METHODOLOGY

Borings were advanced with a Geoprobe® drill rig by Paramount Environmental Services of Portage, Indiana. Soil samples were collected continuously for geologic logging and screening with an iso butylene-calibrated photoionization detector (PID). The PID is capable of detecting volatile organic compounds (VOCs), albeit at a higher detection limit than in a laboratory analysis. PID readings were used to select the sample interval for laboratory-analyzed samples. Groundwater samples were collected from temporary wells set within the upper three feet of the water table, which was present at a depth of 15 feet below the natural grade of the site. Boring logs with field observations are presented in Attachment C.

Since there were no indications of potential contamination based on field screening of soil samples (PID readings were all 1 part per million/ppm or less and no visual indications such as staining were noted), all samples selected for laboratory analysis were from 0'-1' below grade, with the exception of SB-17. A coarser rust-colored sand was noted in SB-17 from 3' to 4' below grade, although no indications of contamination were observed. Soils encountered in borings conducted at the site consisted of fine and medium tan sands. At many locations, a trace of black sand/coal fragments was noted just beneath the surface. At SB-1, dried paint residue was noted to a depth of 1 foot beneath the asphalt-paved lot.

Samples collected for laboratory analysis were placed in clean, labeled jars and an iced cooler and transported to e-Lab of Holland, Michigan for analysis under chain-of-custody. Analytical parameters were selected based upon the following rationale:

- Volatile Organic Compounds – associated with solvent, petroleum hydrocarbon and paint usage;
- Polynuclear Aromatic Hydrocarbons (PAHs) – associated with petroleum hydrocarbons and former coal storage;
- Metals – associated with paint wastes, wastewater treatment, electroplating;
- Cyanide – associated with electroplating;
- Polychlorinated Biphenyls (PCBs) – associated with various industrial uses, transformers and other electrical equipment, waste oils, certain paint formulations.

All sampling and analytical methodologies were consistent with U.S. EPA and Indiana Department of Environmental Management (IDEM) protocol.

ANALYTICAL RESULTS

Analytical results are compared to Risk Integrated System of Closures (RISC) cleanup criteria generated by IDEM dated 1 January 2004. Cleanup criteria have been developed for residential and industrial/commercial land uses. The results in Tables 1 (soil) and 2 (groundwater) compare the analytical data for samples collected to both the default residential and industrial closure levels (Attachment B). Residential levels are presented for comparative purposes to levels safe for unrestricted (i.e., residential) land use. The industrial levels are presented for comparative purposes to levels safe for industrial land use. Comparison to residential criteria is made since these are the levels above which a property could be considered contaminated. The laboratory report is included in Attachment D.

Soil Data Evaluation

Exceedances of criteria (residential and/or industrial) were noted in SB-1, SB-3, SB-4, SB-12, SB-14, and SB-17. PCB data is not presented in Table 1 since none were detected.

SB-1: indications of paint waste were noted in this boring just beneath the surface; the metals arsenic, cadmium, hexavalent chromium, lead and zinc were detected above criteria;

SB-3: this boring was conducted in the former empty drum storage area; arsenic, lead and naphthalene were detected above criteria; none, however, exceeded industrial criteria;

SB-4: this boring was conducted in the former wastewater treatment area; arsenic was detected above criteria; however, the level was below industrial criteria;

SB-12: this boring was conducted in the former drum storage area; arsenic, benzene, benzo(a)pyrene and dibenzo(a,h)anthracene were detected above criteria; other hydrocarbons (VOCs and PAHs) were also detected but at levels below residential criteria;

SB-14: this boring was conducted in the former waste storage area; arsenic, trichloroethylene (TCE), and benzo(a)pyrene were detected above criteria; and

SB-17: this boring was conducted in the former oil storage area; lead and TCE were detected above criteria.

Groundwater Data Evaluation

As indicated in Table 2, exceedances of criteria (residential and/or industrial) were noted in TW-4 and TW-6. The common industrial solvents TCE and tetrachloroethylene (PCE) were detected in these groundwater samples (TCE only in TW-4). Metals and PAHs were not detected in groundwater at concentrations exceeding the criteria, which indicates that these soils containing these parameters are not leaching through the soil column to underlying groundwater to a significant degree (due in part to the presence of the building/pavement).

CONCLUSIONS

Following are ERM's conclusions from the site investigation:

1. Groundwater is contaminated with trichloroethylene (TCE), a common industrial solvent and degreaser. TCE was detected at TW-4 and TW-6. Some or all of the TCE could be migrating onto the property from an upgradient site (estimated groundwater flow

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direction is northerly). Another common industrial solvent tetrachloroethylene was also detected in TW-6 at concentrations above criteria, and since this compound was not detected in TW-4, it may have been released on the subject property.

— Crossgradient TW-6 Boundary "say northerly" - offsite

2. Soil samples collected from the subject property indicate TCE and benzene are present at concentrations exceeding criteria at several locations. The data suggests releases occurred to soil in the former waste storage area (SB-14), waste lubricating oil/ general storage area (SB-17), outside drum storage areas (SB-3 and -12), and the former waste dumpster area (SB-10/TW-4). Several metals and PAH compounds were also detected. Evidence of paint solids was noted in SB-1, where elevated metals were detected. No other waste materials or evidence of spills/releases were noted by ERM.

3. Although response activities (i.e., actions undertaken to reduce the contaminant concentrations and/or exposure risks) would be necessary to address the identified contaminants to levels that would require no further action by IDEM, there does not appear to be any current unacceptable risk for industrial use of the property. This is based upon the asphalt cover at SB-1 where direct contact risk levels are exceeded, the lack of groundwater use/consumption, and the lack of a threat to indoor air from volatilization of subsurface VOC-impacted soils. However, the source of the VOC impact has not been defined and higher concentrations may be present. Further investigation would be necessary to determine the necessary response activities to meet the IDEM cleanup criteria.

Please feel free to contact me at (616) 738-7340 if you have any questions regarding the proposed work. We appreciate the opportunity to be of service to you.

Sincerely,

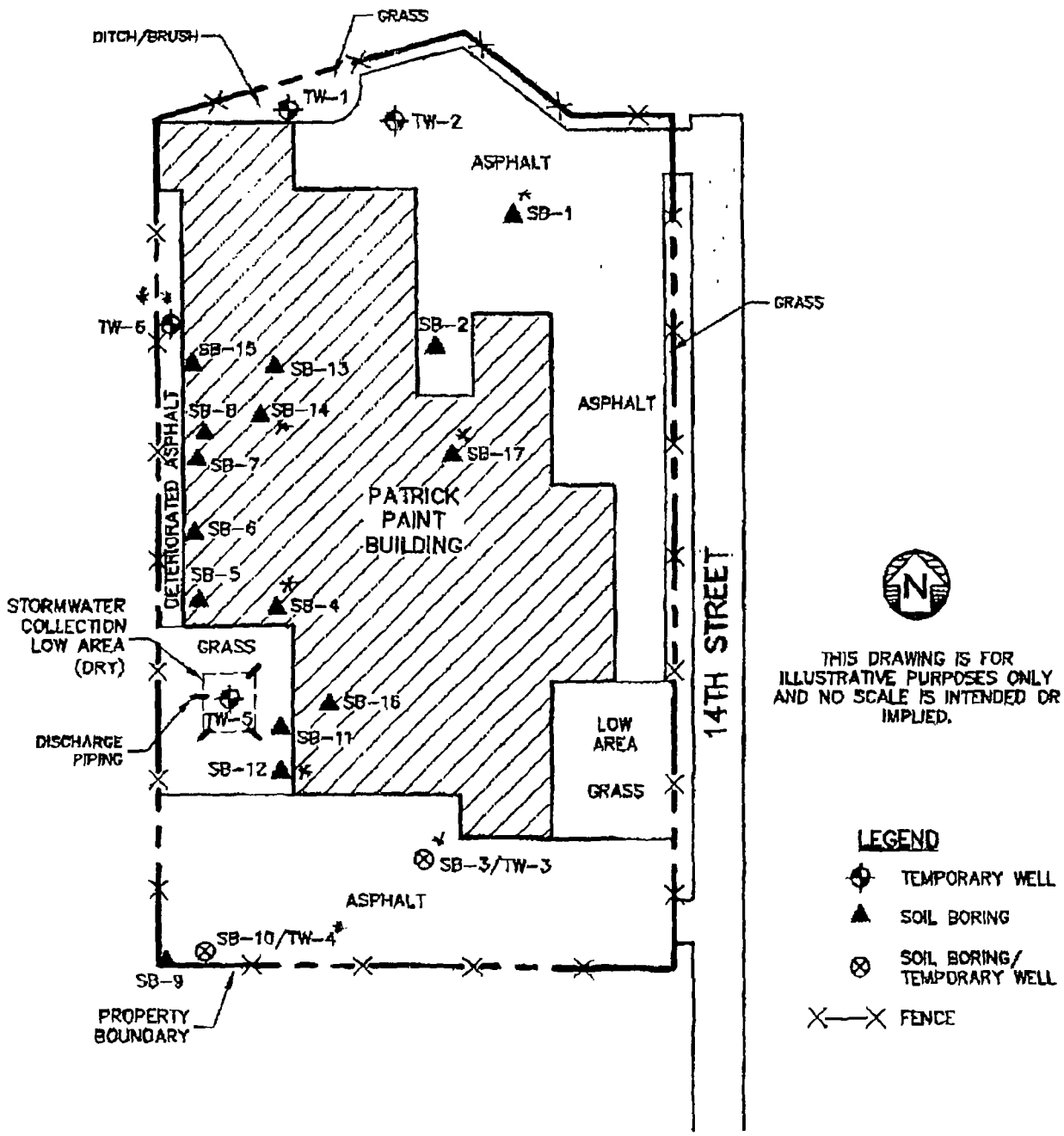
T P. O'C

Thomas P. O'Connell, P.E.
Principal-in-Charge

TPO:rmv
cc: File

Attachment A
Figure 1

SITE MAP WITH SAMPLING LOCATIONS



FAK 7/12/04	STURGIS IRON AND METAL CO.	CADD Review RMK
ERM.	PATRICK PAINT SITE 1819 14TH STREET, ELKHART, INDIANA	CHK'D
	Environmental Resources Management	0019369
		FIGURE 1

R:\CADD\Chic\T\Sturgis Iron and Metal\0019369\0019369-01.dwg, Layout1, 7/23/2004 12:17:19 PM

Attachment B
Tables

Table 1 - Soil Analytical Data Summary
Patrick Paint Site, 1819 14th Street, Elkhart, Indiana

Analyte	RISC Default Industrial Closure Levels[1]	RISC Default Residential Closure Levels[1]	SB-4 (0-1') 07/21/2004	SB-2 (0-1') 07/21/2004	SB-3 (0-1') 07/21/2004	SB-4 (0-1') 07/21/2004	SB-5 (0-1') 07/21/2004	SB-6 (0-1') 07/21/2004	SB-7 (0-1') 07/21/2004	SB-10 (0-1') 07/21/2004	SB-11 (0-1') 07/21/2004	SB-14 (0-1') 07/21/2004	SB-15 (0-1') 07/21/2004	SB-16 (0-1') 07/21/2004	SB-17 (0-1') 07/21/2004
Metals (mg/kg)															
Aluminum	NA	NA	3,900	3,900	3,600	2,800	3,000	3,900	5,500	4,000	4,200	3,400	3,900	4,300	3,200
Arsenic	20	3.9	[illegible]	2.5	[illegible]	[illegible]	2.1	2.9	2.5	2.7	[illegible]	[illegible]	3.1	3.1	3.3
Selenium	77	2.5	[illegible]	0.16	1.30	0.08	0.13	0.41	0.07	0.48	0.97	0.49	0.09	0.45	0.30
Chromium, Hexavalent	210	38	[illegible]	0.62	2.2	<0.53	1.0	2.1	0.74	0.69	1.3	1.4	4.9	0.87	1.9
Chromium, Trivalent	60,000	10,000	<0.37	9.3	8.1	31	34	11	6.7	8.1	3.6	10	0.8	5.3	24
Copper	2,700	930	24	9.6	42	22	8.7	32	31	150	38	130	4.6	36	18
Lead	200	81	[illegible]	17	[illegible]	8.1	33	23	6.6	45	48	68	6.9	37	100
Magnesium	NA	NA	4,600	3,600	710	1,300	1,300	2,100	3,300	7,000	3,000	3,000	2,900	3,900	3,700
Mercury	32	2.1	0.09	0.02	0.10	<0.081	0.02	<0.0091	<0.016	0.01	0.09	0.07	0.02	0.03	0.03
Nickel	2,700	930	32	7.50	13	33	20	8.1	9.3	10	9.2	26	7.7	7.8	9.8
Silver	37	31	<0.27	<0.25	<0.16	<0.23	<0.24	<0.23	<0.22	<0.23	<0.24	<0.21	<0.24	<0.23	0.45
Zinc	10,000	10,000	[illegible]	<0.51	<0.53	<0.49	<0.48	<0.46	<0.49	<0.45	<0.48	<0.49	<0.49	<0.45	<0.47
VOCs (µg/kg)															
Benzene	350	34	<54	<43	<57	<43	<43	<44	<43	<43	[illegible]	<46	<42	<46	<44
Chloroform	1,200	420	<54	<43	<57	<43	<43	<44	<43	<43	[illegible]	<46	<42	<46	<44
Ethylbenzene	140,000	13,000	<54	<43	<57	<43	<43	58	<43	<43	780	<46	<42	<46	<44
m,p-Xylene	NA	210	<80	<64	<86	<64	4.65	<65	<64	<65	950	<69	<63	<72	<66
o-Xylene	NA	NA	<54	<43	69	<43	<43	98	<43	<43	600	70	<42	<46	<44
Toluene	260,000	13,000	<54	<43	<57	<43	<43	<44	<43	<43	2,800	75	<42	<46	53
Trichloroethene	81	37	<54	<43	<57	<43	<43	<44	<43	<43	<44	[illegible]	<42	<46	[illegible]
Xylenes, Total	170,000	170,000	<170	<56	<138	<56	<97	<99	<97	<97	3,700	[illegible]	<95	<110	[illegible]
PAHs (mg/kg)															
Acenaphthene	1,200,000	130,000	17	<5.0	54	<5.6	<4.9	<5.5	<5.3	31	380	67	6	<5.3	27
Acenaphthylene	700,000	78,000	<35	<15	39	<38	<15	<18	<17	30	88	87	<15	<16	40
Anthracene	5,000,000	500,000	130	<30	130	<31	<9.8	<11	<11	33	2,100	317	<9.8	51	140
Benzo(a)anthracene	15,000	5,000	250	29	220	<21	160	36	130	150	2,300	1,600	36	140	310
Benzo(a)pyrene	1,300	500	600	51	190	<31	90	78	100	160	[illegible]	[illegible]	<49	55	230
Benzo(b)fluoranthene[2]	15,000	5,000	430	65	410	<32	150	100	110	330	3,000	1,400	<99	110	500
Benzo(g,h,i)perylene	14,000	14,000	140	27	70	<18	56	18	25	77	1,500	420	<49	38	130
Chrysene	15,000	25,000	360	22	45	<54	<4.9	10	36	<5.3	<5.6	<3.1	100	35	250
Dibenzo(a,h)anthracene	1,500	500	<120	<30	41	<31	18	<11	<11	41	[illegible]	340	<49	17	68
Fluoranthene	840,000	840,000	280	38	640	<74	94	47	53	180	[illegible]	1,800	38	140	390
Fluorene	1,300,000	170,000	35	<10	32	<11	<9.8	<11	13	19	280	90	11	18	33
Indeno(1,2,3-cd)pyrene	3,100	3,100	190	18	74	<31	46	18	21	50	1,700	710	<49	31	130
2,3,5,6-tetrachlorophenol	230,000	15,000	100	39	1,100	<11	<9.8	34	22	18	590	190	13	22	110
Naphthalene	170,000	700	110	98	[illegible]	<74	<15	18	<17	23	430	160	<15	31	120
Phenanthrene	170,000	13,000	450	47	580	<27	61	90	89	280	2,900	960	49	200	800
Pyrene	570,000	570,000	1,100	58	170	<16	220	70	93	310	3,800	1,900	<76	43	390
Cyanide (mg/kg)															
Total[2]	9.6	0.91	<0.54	<0.58	<0.57	<0.53	<0.50	<0.52	<0.54	<0.53	<0.55	<0.53	<0.53	<0.52	<0.59

Notes:

For simplicities, only compounds detected at one or more locations are shown on this table. For full list of compounds analyzed see laboratory analytical reports.

[A]- From RISC Technical Guide Table A--Default Closure Tables- January 1, 2004.

Shaded Values Exceed RISC Default Residential Closure Levels

Red-text values exceed RISC Default Industrial Closure Levels

1 Closure Levels are for Benzo(b)fluoranthene, results are for Benzo(b+k)fluoranthene

2 Closure Levels are for Free Cyanide, Sample results are for Total Cyanide

NA - Criteria Not Available

Table 2 Groundwater Analytical Data Summary
Patrick Paint Site, 1819 14th Street, Elkhart, Indiana

Analyte	RISC Default Industrial Closure Levels[(A)]	RISC Default Residential Closure Levels[(A)]	TW-1 (11-16') 07/08/2004	TW-2 (15-16') 07/07/2004	TW-3 (14.5-18') 07/07/2004	TW-4 (15-18') 07/07/2004	TW-5 (9.5-12') 07/08/2004	TW-6 (15-18') 07/08/2004
Metals (mg/L)								
Chromium[1]	0.31	0.10	< 0.0020	0.0026	< 0.0020	< 0.0020	< 0.0020	< 0.0020
Copper	3.8	1.30	< 0.0010	0.0052	0.0013	0.0014	0.003	0.002
Cyanide, Total[2]	2.0	0.20	0.013	0.0078	< 0.0050	0.025	< 0.0050	< 0.0050
Magnesium	NA	NA	13	18	19	17	8.8	23
Nickel	2.0	0.73	0.031	< 0.025	< 0.025	< 0.025	< 0.025	< 0.025
VOCs (ug/L)								
Tetrachloroethene	55	5.0	< 1.0	< 1.0	< 1.0	< 1.0	< 1.0	7.4
Trichloroethene	7.2	5.0	< 1.0	< 1.0	< 1.0	22	< 1.0	27
PAHs (ug/L)								
Acenaphthene	4,200	460	< 0.25	6.9	< 0.25	< 0.25	< 0.25	< 0.26
Fluoranthene	210	210	< 0.50	6.7	< 0.50	< 0.50	< 0.50	< 0.51
Cyanide(mg/L)								
Total[2]	2.0	0.20	0.013	0.0078	< 0.0050	0.025	< 0.0050	< 0.0050

Notes:
For simplification, only compounds detected at one or more locations are shown on this table. For full list of compounds analyzed see laboratory analytical reports.
(A) - From RISC Technical Guide Table A–Default Closure Table–January 1, 2004.
1 Closure Levels are for Hexavalent Chromium, Sample results are for total Chromium
2 Closure Levels are for Free Cyanide, Sample results are for Total Cyanide
Shaded Values Exceed RISC Default Residential Closure Levels
Red text values exceed RIS Default Industrial Closure Levels
NA - Criteria Not Available

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4 August 2004

Mr. John R. Dresser, Esq.
Dresser, Dresser, Haas & Caywood, P.C.
112 South Monroe Street
Sturgis, Michigan 49091

ERM

Re: Patrick Paint, 1819 South 14th Street, Elkhart, Indiana

Dear Mr. Dresser:

As a follow-up to our 4 August 2004 Site Investigation Letter Report, Environmental Resources Management, Inc. (ERM) is pleased to submit this proposed scope of work for undertaking additional site investigation at the property referenced above. The objective of the additional investigation is to further characterize areas of concern based on the initial investigation, and to identify contaminant source areas. This information would be used to prepare an estimate of response activities required to meet site Indiana Department of Environmental Management (IDEM) cleanup criteria. Following is a discussion of the areas of concern, our proposed scope of services, cost estimate and schedule for project execution.

The following locations were noted to have contaminant concentrations exceeding IDEM criteria. The recommendations for each area are also presented.

SB-1: Indications of paint waste were noted in this boring just beneath the surface; the metals arsenic, cadmium, hexavalent chromium, lead and zinc were detected above criteria.

Recommendation: Advance four soil borings around SB-1 to define the extent of paint waste. Since this can be accomplished visually, lab analysis will be minimized. Two soil samples will be collected from beneath the paint waste to determine if the underlying soil has been impacted. Deeper samples would also be collected but held in the lab for possible analysis pending the results of the upper samples. Lab analysis would include the metals of concern and PAHs.

SB-3: This boring was conducted in the former empty drum storage area; arsenic, lead and naphthalene were detected above criteria; none, however, exceeded industrial criteria.

Recommendation: Advance three soil borings around SB-3 to define the arsenic and PAH affected soils. Deeper samples would also be collected but held in the lab for possible analysis pending the results of the upper samples. Lab analysis would include three soil samples for the metals of concern, VOCs and PAHs.

SB-4: This boring was conducted in the former wastewater treatment area; arsenic was detected above criteria; however, the level was below industrial criteria.

Recommendation: Since arsenic was the only parameter detected above criteria and there were no indications of VOC or SVOC impact, no further assessment is recommended in this area.

SB-12: This boring was conducted in the former drum storage area; arsenic, benzene, benzo(a)pyrene and dibenzo(a,h)anthracene were detected above criteria; other hydrocarbons (VOCs and PAHs) were also detected but at levels below residential criteria.

Recommendation: Advance three soil borings around SB-12 to further define the extent of affected soils. Deeper samples would also be collected but held in the lab for possible analysis pending the results of the upper samples. Lab analysis would include three soil samples for the metals of concern, VOCs and PAHs.

SB-14: This boring was conducted in the former waste storage area; arsenic, trichloroethylene (TCE), and benzo(a)pyrene were detected above criteria.

Recommendation: Advance three soil borings around SB-14 to further define the extent of affected soils. Deeper samples would also be collected but held in the lab for possible analysis pending the results of the upper samples. Lab analysis would include three soil samples for the metals of concern, VOCs and PAHs.

SB-17: This boring was conducted in the former oil storage area; lead and TCE were detected above criteria.

Recommendation: Advance four soil borings around SB-17 to further define the extent of affected soils. Deeper samples would also be collected but held in the lab for possible analysis pending the results of the upper samples. Lab analysis would include four soil samples for the metals of concern and VOCs.

With respect to groundwater contamination, the chlorinated solvents detected tend to sink in an aquifer. Therefore, vertical aquifer profiling at three locations is recommended (near TW-4, TW-6 and north of SB-1). Profiling will consist of collecting samples at depths of approximately 7'-10' and 15'-18' into the aquifer. A total of six samples plus one shallow sample at the location north of SB-1 would be analyzed for VOCs. The vertical profiling data may also provide information regarding whether the source of the TCE is from an upgradient off-site location.

Borings would be completed with a pick-up mounted Geoprobe® drill rig using the same methodologies used during the initial investigation.

Following receipt of the analytical results, a report of findings would be prepared along with order-of-magnitude cost estimates to address the identified contamination.

ESTIMATE OF PROBABLE COST AND PROPOSED TERMS

The estimated probable cost to perform the proposed scope of work described above is $12,500. This cost is based on an estimated 2 days of field sampling and a 5-day laboratory turnaround. A cost breakdown is provided below.

Task	Details	Estimated Cost
1	Project Coordination	$500
2	Field Investigation • Geoprobe Drill Rig (2 days), Supplies • ERM Oversight, Sample Collection	$4,500
3	Laboratory Analyses	$6,000
4	Data analysis, Report Preparation	$1,500
	TOTAL ESTIMATED PROBABLE COST	$12,500

ERM would invoice for these services on a time-and-materials basis. Only those costs incurred by ERM will be charged, but they will not exceed the estimated probable cost without your prior approval. To avoid misunderstanding, it should be emphasized that the estimated probable cost is a budget estimate, based upon our present knowledge of the project, which is believed sufficient to cover the services described herein, but no guarantee is made or implied with respect to the actual cost of performing the project. The project budget assumes normal drilling conditions will be encountered, that access will be readily available to the proposed sampling locations, and that the concrete floor can be penetrated with the Geoprobe® rig. If abnormal

Privileged and Confidential
Attorney Work Product
Attorney-Client Communication

drilling conditions are encountered, you would be contacted to discuss implications to the budget. This project will be governed by ERM's November 1999 General Terms and Conditions, a copy of which is attached.

An Authorization Form is included with this proposal. If you would like us to perform the work as proposed, please sign and return the form to acknowledge your acceptance of our proposal and the attached Terms and Conditions. Unless otherwise instructed by you, the return of this Authorization Form will serve as our necessary authorization to proceed.

Please feel free to contact me at (616) 738-7340 if you have any questions regarding the proposed work. We appreciate the opportunity to be of service to you.

Sincerely,

Thomas P. O'Connell

Thomas P. O'Connell, P.E.
Principal-in-Charge

TPO:rmv
cc: File

A
1930 W. Lusher

A(1)

Mail to: Patrick Industries, Inc.
P.O. Box 638
1800 S. 14th Street
Elkhart, Indiana 46515

ENVIRONMENTAL DISCLOSURE DOCUMENT FOR TRANSFER OF REAL PROPERTY

Elkhart County, Indiana
Date _____
Document No.: _____
Received by: _____

The following information is provided under I.C. §13-7-22.5-1 et. seq., the "Indiana Responsible Property Transfer Law".

I: PROPERTY IDENTIFICATION

A. Address of Property: 1910-1926 inclusive, 1930, 2024 ½ and 2044 W. Lusher Avenue, Elkhart, Indiana

Key No. 02-06-07-352-002-000-012
02-06-07-352-001-000-012
Concorde Township, St. Joseph County, Indiana

B. Legal Description: SEE EXHIBIT "A" ATTACHED.

LIABILITY DISCLOSURE

Transferors and Transferees of Real Property are advised that their ownership or other control of such Property may render them liable for environmental cleanup costs whether or not they caused or contributed to the presence of environmental problems in association with the Property.

Property characteristics: Commercial Real Estate

Check all types of improvements and uses that pertain to the Property.

___ Apartment building (6 units or less)
___ Commercial apartment (over 6 units)
___ Store, office, commercial building
_X_ Industrial building
___ Farms, with buildings
___ Other (specify)
___ None (vacant Real Estate)

II: NATURE OF TRANSFER

A	1	Is this a transfer by a deed or other instrument of conveyance of fee title to Property?	YES X NO _
	2.	Is this a transfer by assignment of over 25% of beneficial interest of of a land trust?	YES _ NO X
	3.	A lease exceeding a term of 40 years?	YES _ NO X
	4.	A collateral assignment of a beneficial interest?	YES _ NO X
	5.	An installment contract for the sale of Property?	YES _ NO X
	6.	A mortgage or trust deed?	YES _ NO X
	7.	A lease of any duration that includes an option to purchase?	YES _ NO X

B 1. Identify Transferor:
Name: Mervin Lung Building Company, Inc.
Address: 707 River Pointe
Mishawaka, Indiana 46544
Telephone No. (574) 257-0466

2. Identify the person who has completed this form on behalf of the Transferor and who has knowledge of the information contained in this form:
Name: Mervin D. Lung
Address: c/o 707 River Pointe
Mishawaka, Indiana 46544
Telephone No. (574) 257-0466

3. Identify Transferee:
Name: Patrick Industries, Inc.
Address: P.O. Box 638
1800 S. 14th Street
Elkhart, Indiana 46515
Telephone No. (574) ___-____

III: ENVIRONMENTAL INFORMATION

A. Regulatory Information During Current Ownership.

1. Has the transferor ever conducted operations on the Property which involved the generation, manufacture, processing, transportation, treatment, storage, or handling of a "hazardous substance", as defined by I.C. §13-7-8.7-1? This question does not apply to consumer goods stored or handled by a retailer in the same form and approximate amount, concentration, and manner as they are sold to consumers, unless the retailer has engaged in any commercial mixing (other than paint mixing or tinting of consumer sized containers), finishing, refinishing, servicing, or cleaning operations on the property?

YES __ NO _X_

2. Has the Transferor ever conducted operations on the Property which involved the processing, storage, or handling of petroleum, other than that which was associated directly with the Transferors's vehicle usage? YES __ NO _X_

3. Has the Transferor ever conducted operations on the Property which involved the generation, transportation, storage, treatment, or disposal of "hazardous waste" as defined in I.C. §13-7-1-1 et. seq.? YES __ NO _X_

4. Are there any of the following specific units (operating or closed) at the Property that are used or were used by the Transferor to manage hazardous wastes, hazardous substances, or petroleum?

Landfill	YES __	NO _X_
Surface Impoundment	YES __	NO _X_
Land Application	YES __	NO _X_

Waste Pile	YES _	NO X
Incinerator	YES _	NO X
Storage Tank (Above Ground)	YES _	NO X
Storage Tank (Underground)	YES X	NO _
Container Storage Area	YES _	NO X
Injection Wells	YES _	NO X
Wastewater Treatment Units	YES _	NO X
Septic Tanks	YES X	NO _
Transfer Stations	YES _	NO X
Waste Recycling Operations	YES _	NO X
Waste Treatment Detoxification	YES _	NO X
Other Land Disposal Area	YES _	NO X

If there are "YES" answers to any of the above items and the transfer of Property that requires the filing of this document is other than a Mortgage or Trust Deed, or a Collateral Assignment of a beneficial interest in a Land Trust, you must attach to the copies of this document that you file with the County Recorder and the Indiana Department of Environmental Management a site plan that identifies the location of each unit.

5. Has the Transferor ever held any of the following in regard to this Property?

A.	Permits for discharges of wastewater to waters of Indiana?	YES _	NO X
B.	Permits for emission to the atmosphere?	YES _	NO X
C.	Permits for any waste storage, waste treatment, or waste operation?	YES _	NO X

6. Has the Transferor ever discharged any wastewater (other than sewage) to a publicly owned treatment works? YES _ NO X

7. Has the Transferor ever been required to take any of the following actions relative to this Property?

A.	Filed and emergency and hazardous chemical inventory form pursuant to the Federal Emergency Planning And Community Right-To-Know Act of 1986 (42 U.S.C. 11023)?	YES _	NO X
B.	Filed a toxic chemical release form pursuant to the Federal Emergency Planning And Community Right-To-Know Act of 1986 (42 U.S.C. 11023)?	YES _	NO X

8. Has the Transferor, or any facility on the Property, or the Property been the subject of any of the following state or federal governmental actions?

A. Written notification regarding known, suspected, or alleged contamination on or emanating from the Property? YES _ NO X

B. Filing an environmental enforcement case with a court or the solid waste management board for which a final order or consent decree was entered? YES _ NO X

C. If the answer to question 8B was YES, then indicate whether or not the final order or decree is still in effect for this Property? YES _ NO X

9. Environmental Releases During Transferor's Ownership.

A. Has any situation occurred at this site which resulted in a reportable "release" of any hazardous substances or petroleum as required under the state or federal laws? YES _ NO X

B. Have any hazardous substances or petroleum which were released come into direct contact with the ground at this site? YES _ NO X

C. If the answers to questions 9A and 9B are YES, have any of the following actions or events been associated with a release on the Property?

Use of a cleanup contractor to remove or treat materials including soils, pavement, or other surfacing materials? YES _ NO X

Assignment of in-house maintenance staff to remove or treat materials including soils, pavement, or other surfacing materials? YES _ NO X

Sampling and analysis of soils? YES _ NO X

Temporary or more long term monitoring of groundwater at or near the site? YES _ NO X

Impaired usage of an on-site or nearby water well because of offensive characteristics of the water? YES _ NO X

Coping with fumes from subsurface storm drains or inside basements? YES _ NO X

Signs of substances leaching out of the ground along the base of slopes or at other low points on or immediately adjacent to the site"? YES _ NO X

D Is there an environmental defect (as defined in I.C. §13-7-22.5-1.5) on the Property that is not reported under question 9A or 9B? YES _ NO X

If the answer is YES, describe the environmental defect: _____.

10. Is the facility currently operating under a variance granted by the Commissioner of the Indiana Department of Environmental Management? YES _ NO _X_

11. Has the Transferor ever conducted an activity on the site without obtaining a permit from the U.S. Environmental Protection Agency, the Commissioner of the Indiana Department of Environmental Management, or another administrative agency or authority with responsibility for the protection of the environment, when such permit was required by law?
YES _ NO _X_

If the answer is YES, describe the activity: _____.

12. Is there any explanation needed for clarification of any of the above answers or responses? YES _ NO _X_

B Site Information Under Other Ownership Or Operation.

1. Provide the following information about the previous owner or about any entity or person to whom the Transferor leased the Property or with whom the Transferor contracted for the management of the Property:

Name: Not Known
Type of business or Property usage: Coal Storage

2. If the Transferor has knowledge, indicate whether the following existed under prior ownerships, leaseholds granted by the Transferor, or other contracts for the management or use of the Property:

Landfill	YES _ NO _X_
Surface Impoundment	YES _ NO _X
Land Application	YES _ NO _X
Waste Pile	YES _ NO _X
Incinerator	YES _ NO _X
Storage Tank (Above Ground)	YES _ NO _X_
Storage Tank (Underground)	YES X NO _
Container Storage Area	YES _ NO _X_
Injection Wells	YES _ NO _X
Wastewater Treatment Units	YES _ NO _X_
Septic Tanks	YES X NO _
Transfer Stations	YES _ NO _X_
Waste Recycling Operations	YES _ NO _X
Waste Treatment Detoxification	YES _ NO _X
Other Land Disposal Area	YES _ NO _X

IV: CERTIFICATION

The undersigned person executing this Environmental Disclosure Document For Transfer Of Real Property for and on behalf of the Transferor represents and certifies that said person is duly authorized to execute this Environmental Disclosure Document For Transfer Of Real Property for and on behalf of the Transferor, and, based upon my inquiry of those persons directly responsible for gathering the information, hereby certifies that the information submitted is, to the best of my knowledge and belief, true and accurate.

Executed at South Bend, Indiana, this 15th day of May, 2002.

MERVIN LUNG BUILDING COMPANY, INC

by _____
Mervin D. Lung, its President

F \TMW\Business\Mervin Lung Building Company\Sale of Lushei Ave\Environmental Disclosure wpd

SCHEDULE A

EXHIBIT A

TRACT I

A part of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, City of Elkhart, Elkhart County, Indiana, more particularly described as follows:

Commencing at a point on the West line of said quarter section that is Thirty (30) feet North of the Southwest corner of said quarter section; thence due East parallel with and Thirty (30) feet North of the South line of said quarter section, One hundred forty (140) feet to an iron stake marking the beginning point of this description; thence continuing due East parallel with and Thirty (30) feet North of the South line of said quarter section and along the North line of West Lusher Avenue, Six hundred forty-nine (649) feet to an iron stake; thence North One (01) degree Three (03) minutes Thirty (30) seconds West parallel with the West line of said quarter section, Five hundred ninety-five and twenty-four hundredths (595.24) feet to an iron stake; thence South Seventy-three (73) degrees One (01) minute Thirty (30) seconds West, Seven hundred sixty-eight and thirty-three hundredths (768.33) feet to an iron stake on the East line of Nappanee Street (State Road No. 19) said stake being Fifty (50) feet East of the West line of said quarter section; thence South One (01) degree Three (03) minutes Thirty (30) seconds East parallel with the West line of said quarter section and along the East line of said Nappanee Street, Two hundred eighty and thirty-nine hundredths (280.39) feet to an iron stake; thence Southeastwardly One hundred twenty-eight and seventy-three hundredths (128.73) feet to the place of beginning.

ALSO:

All that part of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, described as follows:

Commencing at a point on the East line of Nappanee Street (State Road No. 19), being a line Fifty (50) feet East of the West line of the Southwest Quarter (SW 1/4) of Section Seven (7), Three hundred and eighty-nine hundredths (300.89) feet North of the Southwest corner of said Southwest Quarter (SW 1/4), this point of beginning also being the Northwest corner of certain lands conveyed to Mervin D. Lung, recorded on December 27, 1963 in Volume 249, page 684 as Document No. 436164, Concord Township, Elkhart County; thence Northeasterly along the North line of said conveyance, said North line having a bearing of North Seventy-three (73) degrees One (01) minute Thirty (30) seconds East, Seven hundred sixty-eight and thirty-three hundredths (768.33) feet to the Northeast corner of said conveyance; thence North along the prolongation of the Easterly line of said conveyed land, said line having a bearing of One (01) degree Three (03) minutes Thirty (30) seconds, a distance of One hundred fifty (150) feet; thence Southwesterly to a point on the West line of Nappanee Street, being a line Fifty (50) feet East of the West line of said Section Seven (7), One hundred twenty (120) feet North of the point of beginning; thence South along said East line of Nappanee Street, One hundred twenty (120) feet to the point of beginning.

TRACT II

A parcel of land in Section Thirteen (13), Township Thirty-seven (37) North, Range Four (4) East in the City of Elkhart, Elkhart County, Indiana, more particularly described as follows:

Beginning at a point on the West line of Nappanee Street, said line being Thirty-five (35) feet West of the East line of Section Thirteen (13), Township Thirty-seven (37) North, Range Four (4) East, Two Hundred Thirty-six and seven tenths (236.7) feet North of the South line of a parcel of land conveyed to the Lake Shore and Michigan Southern Railway Company by George A. Garretson, Trustee, Deed Record 111, page 234, parcel 11; thence Westerly on a straight and curved line, said line being Thirty (30) feet by rectangular and radial measurement North and Northwesterly of the Northerly lines of two parcels of land conveyed by the Penn Central Company to Albert Davidson to a point which is Nine hundred thirty-five (935) feet West of the East line of aforesaid Section Thirteen (13); thence North on a line parallel with and nine hundred thirty-five (935) feet West of the aforesaid East line of Section Thirteen (13), a distance of Four hundred (400) feet, more or less to a point on a line Fifty (50) feet Southeasterly of by rectangular measurement and parallel with the most Southerly existing side track of the Penn Central Company; thence Northeasterly along said line Fifty (50) feet Southeasterly of and parallel of said yard track, a distance of Nine hundred thirty (930) feet, more or less, to a point on a line drawn Thirty-five (35) feet West of and parallel with the East line of Section Thirteen (13), said

SCHEDULE A

line also being the aforementioned West line of 21st Street; thence South on said West line of 21st Street, a distance of Five Hundred (500) feet, more or less, to the point of beginning.

EXCEPT:

A part of the Southwest Quarter of Section 7, Township 37 North, Range 5 East, Concord Township, Elkhart County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat as shown in the Corporate Warranty Deed recorded October 25, 2001, as Document Number 2001-34244. Commencing at a point on the west line of said quarter section that is 9.144 meters (30.00 feet) north of the southwest corner of said quarter section; thence due East parallel with and 9.144 meters (30.00 feet) north of the south line of said quarter section 42.672 meters (140.00 feet) to the point of beginning of this description; thence North 44 degrees 21 minutes 08 seconds West 4.338 meters (14.23 feet) along the north boundary of Lusher Avenue to point "9203" designated on said plat; Thence South 89 degrees 59 minutes 05 seconds East 80.580 meters (264.37 feet) to point "9202" designated on said plat; thence South 1 degrees 00 minutes 55 seconds West 3.048 meters (10.00 feet) to point "9201" designated on said plat; thence North 88 degrees 59 minutes 05 seconds West 77.493 meters (254.24 feet) to the point of beginning.

ALSO EXCEPT:

A part of the Northwest Quarter of Section 13, and the Southeast Quarter of Section 12, Township 37 North, Range 4 East, Baugo Township, Elkhart County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat as shown in the Corporate Warranty Deed recorded October 25, 2001, as Document Number 2001-34244. Beginning at a point on the west boundary of Nappanee Street, said line being 10.668 meters (35.00 feet) west of the East line of said Section 13, a distance of 72.146 meters (236.7 feet) north of the South line of a parcel of land conveyed to the Lake Shore and Michigan Southern Railway Company by George A. Garretson, Trustee, Deed Record 111, page 234, parcel 11; thence North 89 degrees 49 minutes 46 seconds West 14.066 meters (46.15 feet) along the north boundary of Lusher Avenue to point "9204" designated on said plat; thence North 44 degrees 57 minutes 30 seconds East 13.432 meters (44.07 feet) to point "9205" designated on said plat; thence North 0 degrees 01 minutes 08 seconds West 19.142 meters (62.80 feet) to point "9226" designated on said plat; thence North 89 degrees 58 minutes 52 seconds East 4.572 meters (15.00 feet) to the west boundary of Nappanee Street at point "9241" designated on said plat; thence South 0 degrees 01 minutes 08 seconds East 28.690 meters (94.13 feet to the point of beginning.

OLD

LEASE AND AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of May, 1971, by and between MERVIN D. LUNG and DOROTHY LUNG, his wife, of St. Joseph County, State of Indiana, hereinafter called "landlords", and MOBILCRAFT WOOD PRODUCTS, INC., an Indiana corporation, of Elkhart, Indiana, hereinafter called "tenant",

WITNESSETH:

WHEREAS, landlords are the owners of the following described premises located in Elkhart County, Indiana:

> At 1926 West Lusher Avenue. A part of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd P.M.), in the City of Elkhart, Elkhart County, Indiana.

WHEREAS, tenant desires to lease said premises to be used for manufacturing, warehouse, and office space.

NOW, THEREFORE, in consideration of the premises and of the premises and agreement herein expressed and for other good and valuable considerations, the receipt of which is hereby acknowledged by each of the parties, it is agreed as follows:

Section 1. Term. The term of the tenancy hereby created shall commence upon the 1st day of May, 1971, and shall continue until May 1, 1976, and the tenant may renew the lease for an additional period of five (5) years by giving its written notice to that effect to landlords on or before April 1, 1976.

Section 2. Rent. In consideration of the leasing of the premises, tenant agrees to pay to landlords and landlords agree to accept as rental for the term the sum of Seventy-two thousand dollars ($72,000.00), to be payable in equal monthly installments of One thousand two hundred dollars ($1,200.00) per month, in advance, on the 1st day of each month beginning with the month of May, 1971. The rent shall be paid to landlords at

> 1930 West Lusher Avenue
> Elkhart, Indiana

or such other place as landlords may in writing direct, without demand or notice and without relief from valuation or appraisement laws.

Section 3. Taxes. The tenant will be liable for and pay on the date due all real estate tax and any other tax assessment that might be levied on said premises at 1926 West Lusher, Elkhart, Indiana. The tenant is liable from the date upon which this lease agreement becomes effective until its expiration.

Section 4. Insurance. The tenant will insure the building for One hundred thousand dollars ($100,000.00) from the date this lease agreement becomes effective until its expiration. The insurance of this building is not included in the original lease rent payment since basic changes in their method or type of operation could directly affect the premium rate.

Section 5. Utilities. Landlords will provide general illumination for the leased space but will provide no other utilities of any kind and tenant agrees to pay for any and all such utilities used in connection with the leased space.

Section 6. Abatement. If during the term of this lease the premises shall be so injured, by fire or otherwise, as to be rendered unfit for occupancy by tenant, then in case said premises shall not be repaired by landlord within thirty (30) days thereafter, this lease may be cancelled at the option of either landlords or tenant and the rent shall be payable only to the date of such injury. Whenever the premises shall be so injured as aforesaid, the rent shall thereupon cease and landlords shall refund to tenant the unearned portion of any rent that may have been paid in advance hereunder.

Section 7. Improvements. All improvements, additions, appliances, fixtures, and all other property of whatsoever nature, made to or placed upon the said premises by tenant, shall be and remain the property of tenant and may be removed by tenant in whole or in part at any time before the termination of this lease or within a reasonable time thereafter, provided that no damage shall thereby be done to the real estate.

Section 8. Surrender of Premises. Tenant shall at the termination of this lease, by lapse of time or otherwise, surrender said leased premises in good order and condition, reasonable use and ordinary wear and tear thereof, damage by the elements, other casualty, condemnation and/or appropriation excepted.

Section 9. Covenants. Each and every covenant, agreement, term, provision, and condition herein shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto and shall be deemed and treated as covenants real running with the premises of the aforesaid during the term hereof.

Section 10, Assignment. Tenant shall not assign this lease without first obtaining the written approval of such assignment of landlords.

Section 11. Examination of Premises. Tenant shall permit landlords to enter upon the leased premises at all reasonable times to examine the condition of same.

Section 12. Indemnification. Tenant shall indemnify and save landlords harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the tenant, its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

Mervin D. Lung
Mervin D. Lung

Dorothy Lung
DorothyLung

MOBILCRAFT WOOD PRODUCTS, INC.

By: Thomas A. Beer
Vice President

ATTEST:

Dale L. Fore, Secretary-Treasurer

LEASE AND AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of April, 1974, by and between MERVIN D. LUNG and DOROTHY LUNG, his wife, of St. Joseph County, State of Indiana, hereinafter called "landlords", and MOBILCRAFT WOOD PRODUCTS, INC. MIDWEST PLASTIC DIVISION, an Indiana corporation, of Elkhart, Indiana, hereinafter called "tenant".

WITNESSETH:

WHEREAS, landlords are the owners of the following described premises located in Elkhart County, Indiana:

At 1910 West Lusher Avenue. A part of the Southwest quarter (SW1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd P.M.), in the City of Elkhart, Elkhart County, Indiana.

WHEREAS, tenant desires to lease said premises to be used for manufacturing and warehousing.

NOW, THEREFORE, in consideration of the premises and of the premises and agreement herein expressed and for other good and valuable considerations, the receipt of which is hereby acknowledged by each of the parties, it is agreed as follows:

Section 1. Term. The term of the tenancy hereby created shall commence upon the 1st day of April, 1974, and shall continue until March 31, 1977. The tenant may renew the lease for an additional period of one (1) year by giving its written notice to that effect to the landlords on or before February 1, 1977.

Section 2. Rent. In consideration of the leasing of the premises, ([illegible]4,400 sq ft at 1910 West Lusher Avenue, Elkhart, Indiana), tenant agrees to pay to landlords and landlords agree [illegible] accept as [illegible] for the term the sum of Forty-three thousand [illegible] ($43,[illegible].00), to be payable in equal [illegible] [illegible] two hundred dollars ([illegible]

[illegible], in advance, on the 1st day of each month beginning with the month of April, 1974. The rent shall be paid to landlords at

2150 West Lusher Avenue
Elkhart, Indiana

or such other place as landlords may in writing direct, without demand or notice and without relief from valuation or appraisement laws.

Section 3. Taxes. The tenant will be liable for and pay on the date due all real estate tax and any other tax assessment that might be levied on said premises at 1910 West Lusher, Elkhart, Indiana. The tenant is liable from the date upon which this lease agreement becomes effective until its expiration.

Section 4. Insurance. The tenant will insure the building for One hundred twenty-five thousand dollars ($125,000.00) from the date this lease agreement becomes effective until its expiration. The insurance of this building is not included in the original lease rent payment since basic changes in their method or type of operation could directly affect the premium rate.

Section 5. Utilities. Landlords will provide general illumination for the leased space but will provide no other utilities of any kind and tenant agrees to pay for any and all such utilities used in connection with the leased space.

Section 6. Abatement. If during the term of this lease the premises shall be so injured, by fire or otherwise, as to be rendered unfit for occupancy by tenant, then in case said premises shall not be repaired by landlords within thirty (30) days thereafter, this lease may be cancelled at the option of either landlords or tenant and the rent shall be payable only [illegible] such injury. Whenever the premises shall be [illegible] said, the rent shall thereupon cease and [illegible] the unearned portion, if any

[illegible] may be [illegible] provided in advance hereunder.

Section 7. Improvements. The tenant is required to get written permission to make any improvements, additions or any changes or additions to the building that would change it from its current original construction (this means changes in doors, cutting holes or openings in the exterior walls since they could cause structural problems). Any addition or improvement that is permanently attached to the building will remain with the building upon termination of the lease unless previously agreed to by the landlords and the tenant in writing at the time of the improvement or addition. Appliances, fixtures and other property of the tenant made to and placed in the premises by the tenant shall be and remain the property of the tenant.

Section 8. Surrender of Premises. Tenant shall at the termination of this lease by lapse of time or otherwise, surrender said leased premises in good order and condition, reasonable use and ordinary wear and tear thereof, damage by the elements, other casualty, condemnation and/or appropriation excepted. The tenant shall repair any damages to the doors, walls, roof, floor that may have been damaged while he was a tenant of said premises. All wiring or heating changes must be restored to their original condition (unless these changes were previously agreed to by landlords and tenant in writing) as they were when tenant took occupancy of the building.

Section 9. Covenants. Each and every covenant, agreement, term, provision, and condition herein shall extend to and be binding upon the respective heirs, legal representatives [illegible] and assigns of the parties hereto and shall be [illegible] covenants real running with the premises [illegible] during the term hereof.

[illegible] Tenant shall not assign this lease without first obtaining the written approval of such assignment of landlords.

Section 11. Examination of Premises. Tenant shall permit landlords to enter upon the leased premises at all reasonable times to examine the condition of same.

Section 12. Indemnification. Tenant shall indemnify and save said landlord harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the tenant, its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

Mervin D. Lung

Mervin D. Lung

MOBILCRAFT WOOD PRODUCTS, INC.

By: Thomas G Baer
Vice President

ATTEST

Dale L. Fore
Secretary - Treasurer

LEASE AND AGREEMENT

THIS AGREEMENT, made and entered into as of the 1 day of Dec, 1975, by and between MERVIN D. LUNG and DOROTHY LUNG, his wife, of St. Joseph County, State of Indiana, hereinafter called "landlords", and MOBILCRAFT WOOD PRODUCTS, INC., an Indiana corporation, of Elkhart, Indiana, hereinafter called "tenant",

WITNESSETH:

WHEREAS, landlords are the owners of the following described premises located in Elkhart County, Indiana:

At 1926 West Lusher Avenue. A Part of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd P.M.), in the City of Elkhart, Elkhart County, Indiana.

WHEREAS, tenant desires to lease said premises to be used for manufacturing, warehousing, and office space.

NOW, THEREFORE, in consideration of the premises and of the agreement herein expressed and for other good and valuable considerations, the receipt of which is hereby acknowledged by each of the parties, it is agreed as follows:

Section 1. Term. The term of the tenancy hereby created shall commence upon the 1st day of December, 1975, and shall continue until November 30, 1978, and the tenant may renew the lease for an additional period of five (5) years by giving its written notice to that effect to landlords on or before September 30, 1978.

Section 2. Rent. In consideration of the leasing of the premises, tenant agrees to pay to landlords and landlords agree to accept as rental for the term the sum of Forty-five Thousand Three Hundred Sixty Dollars ($45,360.00), to be

payable in equal monthly installments of One Thousand Two Hundred Sixty Dollars ($1,260.00) per month, in advance, on the 1st day of each month beginning with the month of December, 1975. The rent shall be paid to landlords at

1800 South 14th Street
Elkhart, Indiana 46514

or such other place as landlords may in writing direct, without demand or notice and without relief from valuation or appraisement laws.

Section 3. Taxes. The tenant will be liable for and pay on the date due all real estate tax and any other tax assessment that might be levied on said premises at 1926 West Lusher, Elkhart, Indiana. The tenant is liable from the date upon which this lease agreement becomes effective until its expiration.

Section 4. Insurance. The tenant will insure the building for One Hundred Forty Thousand Dollars ($140,000.00) from the date this lease agreement becomes effective until its expiration. The insurance of this building is not included in the original lease rent payment since basic changes in their method or type of operation could directly affect the premium rate.

Section 5. Utilities. Landlords will provide general illumination for the leased space but will provide no other utilities of any kind and tenant agrees to pay for any and all such utilities used in connection with the leased space.

Section 6. Abatement. If during the term of this lease the premises shall be so injured, by fire or otherwise, as to be rendered unfit for occupancy by tenant, then in case said premises shall not be repaired by landlord within thirty (30) days thereafter, this lease may be canceled at the option of either landlords or

tenant and the rent shall be payable only to the date of such injury. Whenever the premises shall be so injured as aforesaid, the rent shall thereupon cease and landlords shall refund to tenant the unearned portion of any rent that may have been paid in advance hereunder.

Section 7. Improvements. All improvements, additions, appliances, fixtures, and all other property of whatsoever nature, made to or placed upon the said premises by tenant, and not attached to the building, shall be and remain the property of tenant and may be removed by tenant in whole or in part at any time before the termination of this lease or within a reasonable time thereafter, provided that no damage shall thereby be done to the real estate.

Section 8. Surrender of Premises. Tenant shall at the termination of this lease, by lapse of time or otherwise, surrender said leased premises in good order and condition, reasonable use and ordinary wear and tear thereof, damage by the elements, other casualty, condemnation and/or appropriation excepted.

Section 9. Covenants. Each and every covenant, agreement, term, provision, and condition herein shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto and shall be deemed and treated as covenants real running with the premises of the aforesaid during the term hereof.

Section 10. Assignment. Tenant shall not assign this lease without first obtaining the written approval of such assignment of landlords.

Section 11. Examination of Premises. Tenant shall permit landlords to enter upon the leased premises at all reasonable times to examine the condition

of the same.

Section 12. Indemnification. Tenant shall indemnify and save landlords harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortuous or negligent act on the part of the tenant, its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

Mervin D. Lung

Mervin D. Lung

Dorothy M. Lung

Dorothy Lung

MOBILCRAFT WOOD PRODUCTS, INC.

By: Thomas G. Baer

Thomas G. Baer, Vice-President

ATTEST:

Debra L. Michlin

LEASE AND AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of April, 1983, by and between MERVIN D. LUNG of St. Joseph County, State of Indiana, hereinafter called "landlord," and PATRICK INDUSTRIES, INC.-MIDWEST LAMINATED PLASTICS DIVISION, of Elkhart, Indiana, hereinafter called "tenant"

WITNESSETH:

WHEREAS, Landlord is the owner of the following described premises located in Elkhart County, Indiana:

> At 1910-1926 West Lusher Avenue. A part of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd PM) in the City of Elkhart, Elkhart County, Indiana.

WHEREAS, tenant desires to lease said premises to be used for manufacturing, warehouse, and office space.

NOW, THEREFORE, in consideration of the premises and of the premises and agreement herein expressed and for other good and valuable considerations, the receipt of which is hereby acknowledged by each of the parties, it is agreed as follows:

Section 1. Term. The term of the tenancy hereby created shall commence upon the 1st day of April, 1983, and shall continue until March 31, 1986, and the tenant may renew the lease for an additional period of three (3) years by giving its written notice to that effect to landlord on or before February 1, 1986. The renewal will be at $ .13 per square foot.

Section 2. Rent. In consideration of the leasing of the premises, 29,400 square feet at 1910-1926 West Lusher Avenue, Elkhart, Indiana, tenant agrees to pay to landlord and landlord agrees to accept as rental for the term the sum of One hundred twenty-seven thousand and eight dollars ($127,008.00), to be payable in equal monthly installments of Three thousand five hundred twenty eight dollars ($3,528.00) per month, in advance, on the first day of each month beginning with the month of April, 1983. The rent shall be paid to landlord at

> 1800 South 14th Street
> Elkhart, Indiana

or such other place as landlord may in writing direct, without demand or notice and without relief from valuation or appraisement laws.

Section 3. Taxes. The tenant will be liable for and pay on the date due all real estate tax and any other tax assessment that might be levied on said premises at 1910-1926 West Lusher Avenue, Elkhart, Indiana. The tenant is liable from the date upon which this lease agreement becomes effective until its expiration.

Section 4. Insurance. The tenant will insure the building for Two hundred sixty-five thousand dollars ($265,000.00) minimum from the date this lease agreement becomes effective until its expiration. The insurance of this building is not included in the original lease rent payment since basic changes in their method or type of operation could directly affect the premium rate.

Section 5. Utilities. Landlord will provide general illumination for the leased space but will provide no other utilities of any kind, and tenant agrees to pay for any and all such utilities used in connection with the leased space.

Section 6. Abatement. If, during the term of this lease, the premises shall be so injured, by fire or otherwise, as to be rendered unfit for occupancy by tenant, then in case said premises shall not be repaired by landlord within thirty (30) days thereafter, this lease may be canceled at the option of either landlord or tenant and the rent shall be payable only to the date of such injury. Whenever the premises shall be so injured as aforesaid, the rent shall thereupon cease and landlord shall refund to tenant the unearned portion of any rent that may have been paid in advance hereunder.

Section 7. Improvements. All improvements, additions, appliances, fixtures, and all other property of whatsoever nature, made to or placed upon the said premises by tenant, shall be and remain the property of tenant and may be removed by tenant in whole or in part at any time before the termination of this lease or within a reasonable time thereafter, provided that no damage shall thereby be done to the real estate.

Section 8. Surrender of Premises. Tenant shall at the termination of this lease, by lapse of time or otherwise, surrender said leased premises in good order and condition, reasonable use and ordinary wear and tear thereof, damage by the elements, other casualty, condemnation and/or appropriation excepted.

Section 9. Maintenance. Tenant shall be responsible for the maintenance, repair and replacement of the leased premises.

Section 10. Covenants. Each and every covenant, agreement, term, provision, and condition herein shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto and shall be deemed and treated as covenants real running with the premises of the aforesaid during the term hereof.

Section 11. Assignment. Tenant shall not assign this lease without first obtaining the written approval of such assignment of Landlord.

Section 12. Examination of Premises. Tenant shall permit Landlord to enter upon the leased premises at all reasonable times to examine the condition of the same.

Section 13. Indemnification. Tenant shall indemnify and save landlord harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the tenant, its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

Mervin D. Lung

Mervin D. Lung

PATRICK INDUSTRIES, INC.

By Thomas C. Baer

Vice-President

ATTEST:

Keith V. Kendel

COPY

LEASE AND AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of April, 19~~77~~ 83, by and between MERVIN D. LUNG of St. Joseph County, State of Indiana, hereinafter called "landlord," and PATRICK INDUSTRIES, INC.-MIDWEST LAMINATED PLASTICS DIVISION, of Elkhart, Indiana, hereinafter called "tenant"

WITNESSETH:

WHEREAS, Landlord is the owner of the following described premises located in Elkhart County, Indiana:

> At 1910-1926 West Lusher Avenue. A part of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd PM) in the City of Elkhart, Elkhart County, Indiana.

WHEREAS, tenant desires to lease said premises to be used for manufacturing, warehouse, and office space.

NOW, THEREFORE, in consideration of the premises and of the premises and agreement herein expressed and for other good and valuable considerations, the receipt of which is hereby acknowledged by each of the parties, it is agreed as follows:

Section 1. Term. The term of the tenancy hereby created shall commence upon the 1st day of April, 19~~77~~ 83, and shall continue until March 31, 19~~80~~ 86, and the tenant may renew the lease for an additional period of three (3) years by giving its written notice to that effect to landlord on or before February 1, 19~~80~~ 86. The renewal will be at $.~~11~~ 13 per square foot.

Section 2. Rent. In consideration of the leasing of the premises, ~~29,200~~ 29,400 square feet at 1910-1926 West Lusher Avenue, Elkhart, Indiana, tenant agrees to pay to landlord and landlord agrees to accept as rental for the term the sum of One hundred ~~and five~~ TWENTYSEVEN thousand ~~one hundred twenty~~ AND EIGHT dollars ($105,120.00) 127,008.00, to be payable in equal monthly installments of ~~Two~~ THREE thousand ~~nine~~ FIVE hundred twenty EIGHT dollars ($~~2,920.00~~ 3528.00) per month, in advance, on the first day of each month beginning with the month of April, 19~~77~~ 83. The rent shall be paid to landlord at

~~1930 West Lusher Avenue~~ 1800 South 18th Street
Elkhart, Indiana

or such other place as landlord may in writing direct, without demand or notice and without relief from valuation or appraisement laws.

Section 3. Taxes. The tenant will be liable for and pay on the date due all real estate tax and any other tax assessment that might be levied on said premises at 1910-1926 West Lusher Avenue, Elkhart, Indiana. The tenant is liable from the date upon which this lease agreement becomes effective until its expiration.

Section 4. Insurance. The tenant will insure the building for Two hundred sixty-five thousand dollars ($265,000.00) minimum from the date this lease agreement becomes effective until its expiration. The insurance of this building is not included in the original lease rent payment since basic changes in their method or type of operation could directly affect the premium rate.

Section 5. Utilities. Landlord will provide general illumination for the leased space but will provide no other utilities of any kind, and tenant agrees to pay for any and all such utilities used in connection with the leased space.

Section 6. Abatement. If, during the term of this lease, the premises shall be so injured, by fire or otherwise, as to be rendered unfit for occupancy by tenant, then in case said premises shall not be repaired by landlord within thirty (30) days thereafter, this lease may be canceled at the option of either landlord or tenant and the rent shall be payable only to the date of such injury. Whenever the premises shall be so injured as aforesaid, the rent shall thereupon cease and landlord shall refund to tenant the unearned portion of any rent that may have been paid in advance hereunder.

Section 7. Improvements. All improvements, additions, appliances, fixtures, and all other property of whatsoever nature, made to or placed upon the said premises by tenant, shall be and remain the property of tenant and may be removed by tenant in whole or in part at any time before the termination of this lease or within a reasonable time thereafter, provided that no damage shall thereby be done to the real estate.

Section 8. Surrender of Premises. Tenant shall at the termination of this lease, by lapse of time or otherwise, surrender said leased premises in good order and condition, reasonable use and ordinary wear and tear thereof, damage by the elements, other casualty, condemnation and/or appropriation excepted.

Section 9. Covenants. Each and every covenant agreement, term, provision, and condition herein shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto and shall be deemed and treated as covenants real running with the premises of the aforesaid during the term hereof.

Section 10. Assignment. Tenant shall not assign this lease without first obtaining the written approval of such assignment of landlord.

Section 11. Examination of Premises. Tenant shall permit landlord to enter upon the leased premises at all reasonable times to examine the condition of the same.

Section 12. Indemnification. Tenant shall indemnify and save landlord harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the tenant, its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

Mervin D. Lung

Mervin D. Lung

PATRICK INDUSTRIES, INC.

By: Thomas A. Baer
Vice President

Attest:

Keith V. Kankel - TREASURER

LEASE AND AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of July, 1970, by and between MERVIN D. LUNG and DOROTHY LUNG, his wife, of St. Joseph County, State of Indiana, hereinafter called "landlords", and PATRICK INDUSTRIES, INC., an Indiana corporation, of Elkhart, Indiana, hereinafter called "tenant"

WITNESSETH:

WHEREAS, landlords are the owners of the following described premises located in Elkhart County, Indiana:

> At 1930 West Lusher Avenue. A part of the Southwest Quarter (SW1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd P.M.), in the City of Elkhart, Elkhart County, Indiana.

WHEREAS, tenant desires to lease said premises to be used for manufacturing, warehouse, and office space.

NOW, THEREFORE, in consideration of the premises and of the premises and agreement herein expressed and for other good and valuable considerations, the receipt of which is hereby acknowledged by each of the parties, it is agreed as follows:

Section 1. Term. The term of the tenancy hereby created shall commence upon the 1st day of July, 1970, and shall continue until July 1, 1976, and the tenant may renew the lease for an additional period of six (6) years by giving its written notice to that effect to landlords on or before June 1, 1976.

Section 2. Rent. In consideration of the leasing of the premises, tenant agrees to pay to landlords and landlords agree to accept as rental for the term the sum

of Two Hundred Eighteen Thousand Five Hundred Twenty Dollars ($218,520.00), to be payable in equal monthly installments of Three Thousand Thirty-five Dollars ($3,035.00) per month, in advance, on the first day of each month beginning with the month of July, 1970. The rent shall be paid to landlords at

1930 West Lusher Avenue
Elkhart, Indiana

or such other place as landlords may in writing direct, without demand or notice and without relief from valuation or appraisement laws.

Section 3. Taxes. The tenant will be liable for and pay on the date due all real estate tax and any other tax assessment that might be levied on said premises at 1930 West Lusher, Elkhart, Indiana. The tenant is liable from the date upon which this lease agreement becomes effective until its expiration.

Section 4. Insurance. The tenant will insure the building for Four Hundred Thousand Dollars ($400,000.00) from the date this lease agreement becomes effective until its expiration. Said insurance policy shall contain a loss payable clause to the First National Bank of Elkhart, Indiana. The insurance of this building is not included in the original lease rent payment since basic changes in their method or type of operation could directly affect the premium rate.

Section 5. Utilities. Landlord will provide general illumination for the leased space but will provide no other utilities of any kind and tenant agrees to pay for any and all such utilities used in connection with the leased space.

Section 6. Abatement. If, during the term of this lease, the premises shall be so injured, by fire or otherwise, as to be rendered unfit for occupancy by tenant, then in case said premises shall not be repaired by landlord within thirty (30) days thereafter, this lease may be canceled at the option of either landlord or tenant and the rent shall be payable only to the date of such injury. Whenever the premises shall be so injured as aforesaid, the rent shall thereupon cease and landlord shall refund to tenant the unearned portion of any rent that may have been paid in advance hereunder.

Section 7. Improvements. All improvements, additions, appliances, fixtures, and all other property of whatsoever nature, made to or placed upon the said premises by tenant, shall be and remain the property of tenant and may be removed by tenant in whole or in part at any time before the termination of this lease or within a reasonable time thereafter, provided that no damage shall thereby be done to the real estate.

Section 8. Surrender of Premises. Tenant shall at the termination of this lease, by lapse of time or otherwise, surrender said leased premises in good order and condition, reasonable use and ordinary wear and tear thereof, damage by the elements, other casualty, condemnation and/or appropriation excepted.

Section 9. Covenants. Each and every covenant, agreement, term, provision, and condition herein shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto and shall be deemed and treated as covenants real running with the premises of the aforesaid during the term hereof.

Section 10. Assignment. Tenant shall not assign this lease without first obtaining the written approval of such assignment of landlord.

Section 11. Examination of Premises. Tenant shall permit landlord to enter upon the leased premises at all reasonable times to examine the condition of the same.

Section 12. Indemnification. Tenant shall indemnify and save landlord harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortuous or negligent act on the part of the tenant, its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

Mervin D. Lung

Dorothy Lung

PATRICK INDUSTRIES, INC.

BY Dale L. Fox, Secretary

Attest:

LEASE AND AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of July, 1976, by and between MERVIN D. LUNG and DOROTHY LUNG, his wife, of St. Joseph County, State of Indiana, hereinafter called "landlords", and PATRICK INDUSTRIES, INC., an Indiana corporation, of Elkhart, Indiana, hereinafter called "tenant"

WITNESSETH:

WHEREAS, landlords are the owners of the following described premises located in Elkhart County, Indiana:

> At 1930 West Lusher Avenue. A part of the Southwest Quarter (SW1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd P.M.), in the City of Elkhart, Elkhart County, Indiana.

WHEREAS, tenant desires to lease said premises to be used for manufacturing, warehouse, and office space.

NOW, THEREFORE, in consideration of the premises and of the premises and agreement herein expressed and for other good and valuable considerations, the receipt of which is hereby acknowledged by each of the parties, it is agreed as follows:

Section 1. Term. The term of the tenancy hereby created shall commence upon the 1st day of July, 1976, and shall continue until July 1, 1981, and the tenant may renew the lease for an additional period of five (5) years by giving its written notice to that effect to landlords on or before June 1, 1981.

Section 2. Rent. In consideration of the leasing of the premises, tenant agrees to pay to landlords and landlords agree to accept as rental for the term the sum

-51,500 [illegible]

of Two Hundred Thirty-six Thousand One Hundred Dollars ($236,100.00), to be payable in equal monthly installments of Three Thousand Nine Hundred Thirty-five Dollars ($3,935.00) per month, in advance, on the first day of each month beginning with the month of July, 1976. The rent shall be paid to landlords at

5632
67564

1930 West Lusher Avenue
Elkhart, Indiana

or such other place as landlords may in writing direct, without demand or notice and without relief from valuation or appraisement laws.

Section 3. Taxes. The tenant will be liable for and pay on the date due all real estate tax and any other tax assessment that might be levied on said premises at 1930 West Lusher, Elkhart, Indiana. The tenant is liable from the date upon which this lease agreement becomes effective until its expiration.

Section 4. Insurance. The tenant will insure the building for Six Hundred Thousand Dollars ($600,000.00) minimum from the date this lease agreement becomes effective until its expiration. Said insurance policy shall contain a loss payable clause to the First National Bank of Elkhart, Indiana. The insurance of this building is not included in the original lease rent payment since basic changes in their method or type of operation could directly affect the premium rate.

Section 5. Utilities. Landlord will provide general illumination for the leased space but will provide no other utilities of any kind, and tenant agrees to pay for any and all such utilities used in connection with the leased space.

Section 6. Abatement. If, during the term of this lease, the premises shall be so injured, by fire or otherwise, as to be rendered unfit for occupancy by tenant, then in case said premises shall not be repaired by landlord within thirty (30) days thereafter, this lease may be canceled at the option of either landlord or tenant and the rent shall be payable only to the date of such injury. Whenever the premises shall be so injured as aforesaid, the rent shall thereupon cease and landlord shall refund to tenant the unearned portion of any rent that may have been paid in advance hereunder.

Section 7. Improvements. All improvements, additions, appliances, fixtures, and all other property of whatsoever nature, made to or placed upon the said premises by tenant, shall be and remain the property of tenant and may be removed by tenant in whole or in part at any time before the termination of this lease or within a reasonable time thereafter, provided that no damage shall thereby be done to the real estate.

Section 8. Surrender of Premises. Tenant shall at the termination of this lease, by lapse of time or otherwise, surrender said leased premises in good order and condition, reasonable use and ordinary wear and tear thereof, damage by the elements, other casualty, condemnation and/or appropriation excepted.

Section 9. Covenants. Each and every covenant agreement, term, provision, and condition herein shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto and shall be deemed and treated as covenants real running with the premises of the aforesaid during the term hereof.

Section 10. Assignment. Tenant shall not assign this lease without first obtaining the written approval of such assignment of landlord.

Section 11. Examination of Premises. Tenant shall permit landlord to enter upon the leased premises at all reasonable times to examine the condition of the same.

Section 12. Indemnification. Tenant shall indemnify and save landlord harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortuous or negligent act on the part of the tenant, its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

Mervin D. Lung
Mervin D. Lung

Dorothy Lung
Dorothy Lung

PATRICK INDUSTRIES, INC.

By Keith K. Kanbel
SECRETARY

Attest:

Sheila K. Cook

L E A S E

THIS INDENTURE WITNESSETH THAT: MERVIN D. LUNG and DOROTHY LUNG, his wife, hereinafter referred to as "Lessor", and PATRICK INDUSTRIES, INC., an Indiana corporation, hereinafter referred to as "Lessee".

FOR AND IN CONSIDERATION of the covenants and agreements hereinafter mentioned, the parties do hereby agree as follows:

1. Premises--Term: Lessor hereby leases to the Lessee the following described premises, to-wit:

> A part of the Southwest Quarter of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian in the City of Elkhart, Elkhart County, Indiana.

together with all structures and improvements thereon, commonly known as 1930 West Lusher Avenue, Elkhart, Indiana, to have and to hold the same unto the Lessee from the 1st day of July, 1981, to and including the 30th day of June, 1984.

2. Purpose: Lessee agrees to use the above described premises for manufacturing, warehouse and office space. Lessee agrees to use the above described premises in a careful, safe and lawful manner without waste and will keep the same in as good order, condition and repair as the same now are or might be put and will so deliver up same at the expiration or termination of this Lease, reasonable use and ordinary wear and tear thereof and damage by fire and other unavoidable casualty excepted.

3. Rental: Lessee agrees and covenants to pay to the Lessor as rental for the said premises (57,200 SQ. FT.) for the term of said Lease the total sum of $216,000.00, payable in monthly installments on the 1st day of each month of the term herein, in advance, such payments to be in the amount of $6,000.00 per month, commencing on the 1st day of July, 1981. In addition

thereto, Lessee shall pay all costs of fire and extended coverage insurance in limits of at least $800,000.00 and shall pay all real estate taxes and assessments assessed against the demised premises.

4. Option to Renew: The Lessee shall have the right to renew this lease for an additional term of three (3) years upon the same terms and conditions as contained herein, EXCEPT, HOWEVER, the rental for the additional term shall be renegotiated. Lessee shall notify Lessor of its intention to exercise this option by giving Lessor written notice at least thirty (30) days prior to the expiration of the original term.

5. Improvements: It is agreed by the parties hereto that no modifications or alterations are to be made by Lessee unless the express written consent of the Lessor is first had and obtained, which consent will not be unreasonably withheld. All such additions, modifications or alterations consented to by the Lessor are to be made only at the expense of the Lessee; and, Lessee shall hold Lessor free from all liens and encumbrances thereon. Upon the termination of this Lease, said modifications or alterations shall immediately become the property of the Lessor and shall be regarded for all purposes as part of the demised premises. Any and all such additions, alterations and modifications shall be made in accordance with each and every law, ordinance or regulation applicable to the demised premises. Lessee agrees that it will, upon request of the Lessor, put said building back in the same condition as when Lessee took possession, except to the extent that any addition, alteration or modification had been previously consented to by Lessor.

6. Utilities: Lessee further agrees to pay for all utilities used or consumed in the demised premises during the term hereof. The Lessor agrees to sign any and all consents and applications required from the real estate owner by any

utility company, municipality or public authority in connection with the application by Lessee for services furnished by any or all of them. PROVIDED, HOWEVER, that the Lessee shall be required to make all payments to or deposits required by any such utility company, municipality or public authority for any of said services.

7. Maintenance and Repair: The maintenance and repair of the demised premises shall be governed as follows:

(a) Lessee shall maintain and keep in good repair the roof, outside walls and foundation of the demised premises and shall be responsible for the maintenance and repair of all exterior and structural portions of the demised premises, except Lessee shall provide at its own expense, all labor or work or materials or restore said buildings in their former condition resulting from the installation and construction or modifications and alterations.

(b) Lessee shall maintain and keep in good repair all driveways and parking areas.

(c) Lessee shall assume and pay all expenses incurred in the decorating and redecorating of the interior of said premises, including the floor coverings, and shall make any and all other repairs due to the negligence or misuse of said premises by the Lessee.

(d) Lessee shall be responsible for the complete maintenance, repair and replacement of the interior of said buildings, including, but not limited to, plumbing fixtures and lines, electrical wiring, furnace repair, water, light and heat, unless said damage results from the breach of the covenants in 6(a) above.

8. Insurance: Lessee agrees to obtain and maintain in force and effect adequate public liability insurance and agrees to keep and save harmless the Lessor against all penalties, claims or demands of whatsoever nature (excepting those resulting from the acts or omissions of the Lessor), on account of matters covered by public liability, that may be made against them from and after the commencement of this Lease, arising from or growing out of the use of the demised premises, including any failure by the Lessee to keep, perform and observe each and every one of the covenants, agreements and conditions herein contained on its part to be kept, performed and observed.

Lessee shall, upon request, exhibit to the Lessor a policy or policies of insurance evidencing compliance with the foregoing requirement.

9. Prohibited Activities: The Lessee agrees that no trade or occupation shall be carried on upon the demised premises or use made thereof which shall be unlawful or in violation of local laws or ordinances; and no act performed therein which will make void or voidable any fire insurance on said premises.

10. Signs: Lessee shall have the right at all times during the term of this Lease, at its own expense, to erect or cause to be erected such signs upon the demised premises as it deems desirable. PROVIDED, HOWEVER, that no exterior hanging signs shall be so erected without the consent of the Lessor. The erection and maintenance of any and all such signs shall be in conformity with the requirements of law and local regulations. The Lessee hereby covenants and agrees to save, hold and keep the Lessor and the demised premises, whole, free, harmless from and indemnified against any and all claims, demands, penalties, liabilities, judgments, costs, attorney's fees arising out of or growing out of any damage to persons or property resulting from the use or maintenance of any and all such signs; Lessee shall include insurance coverage against such liability within the liability insurance required of it under the provisions hereof and furnish evidence of such insurance as requested.

11. Damage or Destruction of Demised Premises: That in case said premises shall be rendered untenantable by fire or other casualty, such shall not terminate or give cause for termination of this Lease, and Lessor may, within thirty (30) days, elect to repair the same, said repairs to be completed within sixty (60) days from said fire or casualty; and, on said premises being redelivered to the Lessee in their previous condition, the rent shall thereupon be resumed, but should Lessor fail to so

elect to repair, then Lessee may terminate this Lease without any liability on the part of either party; but this shall not release Lessee from the payment of any rent that was due and owing at the time of such damage or destruction; and, if rent was paid in advance at the time of such damage or destruction, then Lessee shall have a pro-rata refund as of the date of such damage or destruction. In case or partial damage or destruction so that a portion of the leased premises remains tenantable, rent shall abate in an amount based on the ability of Lessee to continue operations in the portion of the demised premises not damaged by the fire or other casualty. If Lessor fails to repair, Lessee may terminate this Lease without any liability on the part of either party; but this shall not release Lessee from the payment of any rent that was due and owing at the time of such damage or destruction; and, if rent was paid in advance at the time of such damage or destruction, Lessee shall have a pro-rata refund as of the date of such damage or destruction.

12. Lessor's Rights: The Lessee further covenants and agrees that the Lessor or his agents may at all reasonable times enter upon said premises to view the condition of the same or to make such repairs or alterations as Lessor may be required to make or may deem necessary for the safety, improvement or preservation of said premises.

13. Sublease and Assignment: Lessee shall not sublet the demised premises or assign this Lease without the written consent of Lessor, which consent will not be unreasonably withheld; but such subletting or assignment consented to by Lessor shall not relieve Lessee from the primary liability of this Lease.

14. Default: That if default shall at any time be made by the Lessee in the payment of the rent hereby reserved, or any installment thereof, which default shall remain uncured for ten (10) days following receipt of notice from the Lessor

to Lessee of his intention so to do, or if default shall be made in any of the other covenants herein contained to be kept, observed and performed by the Lessee, or if the leasehold interest shall be levied on under execution, or if any assignment of Lessee's property shall be made for the benefit of creditors, and any such default or other situation shall remain uncured for thirty (30) days following receipt of notice from the Lessor to the Lessee of its intention so to do, then the Lessor may, at his option, at once and without further notice to the Lessee or to any other person terminate this Lease. Upon any such termination of the Lease at the option of the Lessor having been so exercised or at the expiration by lapse of time of the term hereby demised, the Lessee will at once surrender possession of said premises to the Lessor and remove all of his effects therefrom; and, if such possession be not immediately surrendered, the Lessor may forthwith re-enter said premises and repossess the same and remove all persons and effects therefrom, using such force as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer. And, except for such periods heretofore so provided, intended as a grace period against forfeiture from any such default, the Lessee expressly waives service of any notice of intention to terminate this Lease or to re-enter said premises, and waives the service of any demand for payment of rent or for possession and waives the service of any and every other notice or demand prescribed by statute or other law, and agrees that the simple breach of any of the said covenants so remaining uncured shall, of itself, without the service of any further notice or demand whatever, constitute a forcible detainer by the Lessee of said premises. No receipt of moneys by the Lessor from the Lessee, after the termination of this Lease, or after the giving of any notice, shall reinstate, continue or extend the term of this Lease or affect any notice given to the Lessee prior to the re-

ceipt of such money, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of said premises, the Lessor may receive and collect any amount due; and, the payment of same shall not waive or affect said notice, said suit or said judgment. If the Lessee shall not remove said effects from said premises, as above agreed, the Lessor may, at his option, remove the same or any of the same in any manner that the Lessor shall choose, and store the same, without liability to the Lessee for loss thereof, and the Lessee will pay the Lessor, on request, any and all expenses incurred in such removal and also storage on said effects for any length of time during which the same shall be in the Lessor's possession; or the Lessor may, at his option, without notice, sell the said effects or any of the same for such price as the Lessor may deem best and apply the proceeds of such sale upon any amounts due under this Lease drom the Lessee to the Lessor, including the expenses of the removal and sale.

15. Right of First Refusal: If Lessor shall offer for sale the leased premises, he shall first offer the same to Lessee. If Lessor shall receive an offer to purchase from a bona fide purchaser, he shall transmit a copy of said offer to Lessee. Lessee shall have thirty (30) days from the receipt of a copy of said offer within which to purchase the premises upon the same terms and conditions as in the offer contained. If Lessee fails to give Lessor notice of its intention to purchase upon said terms witin the thirty (30) day period, Lessor shall have the right to sell, free of any right granted to Lessee, pursuant to this paragraph.

16. General Conditions: Lessee stipulates and agrees that it has inspected the premises herein leased and that the same are in good condition and further agrees that it will maintain the buildings situate thereon in the same condition as they now are and will deliver the same to the Lessor upon the term-

ination of this Lease. In accordance with paragraph 12, Lessor reserves the right to inspect said premises at all reasonable times. Lessor shall not be liable for any damage to fixtures or merchandise of Lessee or for any damage resulting from the interruption of Lessee's business caused by fire or other insurance hazards, whether or not attributable to the negligence of Lessor; and, Lessee does hereby expressly release Lessor and those holding by, through or under Lessor by subrogation or otherwise, of and from any and all liability for such damage.

17. Condemnation: If all or any part of the premises be condemned by any legally constituted authority, then this Lease shall continue at a rental which shall be that proportion of the rental payable immediately before such condemnation that the market value of the premises after the taking bears to the market value of such premises before such taking. Such continuation shall be without prejudice to the rights of Lessor and Lessee individually to recover compensation and damages from the condemnor, but neither Lessor nor Lessee shall have any right to interest in any award made to the other party as a result of such condemnation. If, after such condemnation, the portion of the premises remaining shall be unsuitable or insufficient for the purpose to which they were being put by Lessee prior to the time of such condemnation, Lessee may, upon notice to Lessor, terminate this Lease.

18. Notice: When provided herein, notice shall be mailed to the parties at the following addresses:

LESSOR: 1334 Wolf Avenue
Elkhart, IN 46514

LESSEE: P. O. Box 638
Elkhart, IN 46515

or at such other place as the parties may notify in writing to the other. Delivery of notice shall be sufficient if deposited in regular United States mail, postage prepaid, addressed to the

respective party at the address herein shown. Notice shall begin to run from the time of the postmark indicated on said mail.

19. Successors: The conditions, covenants and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon said respective parties, their heirs, successors, executors, administrators, successors-in-interest and assigns.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their signatures as of the 1st day of July, 1981.

LESSOR: Mervin D. Lung

Mervin D. Lung

Dorothy Lung

Dorothy Lung

LESSEE: PATRICK INDUSTRIES, INC.

By Keith Vikandel
SECRETARY-TREASURER

ATTEST: William J. Kaiser

Prepared by Victor Arko, Attorney at Law, 317 West High Street, P. O. Box 1064, Elkhart, IN 46515.

A(10)

L E A S E

THIS INDENTURE WITNESSETH THAT: MERVIN D. LUNG and DOROTHY LUNG, his wife, hereinafter referred to as "Lessor", and PATRICK INDUSTRIES, INC., an Indiana corporation, hereinafter referred to as "Lessee".

FOR AND IN CONSIDERATION of the covenants and agreements hereinafter mentioned, the parties do hereby agree as follows:

1. Premises--Term: Lessor hereby leases to the Lessee the following described premises consisting of 57,200 square feet, to-wit:

> A part of the Southwest Quarter of Section Seven (7), Township Thirty-seven (37) North, Range Five (5), East of the Second Principal Meridian in the City of Elkhart, Elkhart County, Indiana.

together with all structures and improvements thereon, commonly known as 1930 West Lusher Avenue, Elkhart, Indiana, to have and to hold the same unto the Lessee from the 1st day of July 1984 to and including the 31st day of March 1986.

2. Purpose: Lessee agrees to use the above described premises for manufacturing, warehouse and office space. Lessee agrees to use the above described premises in a careful, safe and lawful manner without waste and will keep the same in as good order, condition and repair as the same now are or might be put and will so deliver up same at the expiration or termination of this Lease, reasonable use and ordinary wear and tear thereof and damage by fire and other unavoidable casualty excepted.

3. Rental: Lessee agrees and covenants to pay to the Lessor as rental for the said premises for the term of said Lease the total sum of $156,156.00, payable in monthly installments on the 1st day of each month of the term herein, in advance, such payments to be in the amount of $7,436.00 per month, commencing on the 1st day of July 1984. In addition,

thereto, Lessee shall pay all costs of fire and extended coverage insurance in limits of at least $800,000.00 and shall pay all real estate taxes and assessments assessed against the demised premises.

4. Option to Renew: The Lessee shall have the right to renew this lease for an additional term of three (3) years upon the same terms and conditions as contained herein, EXCEPT HOWEVER, the rental for the additional term shall be at 15¢ per foot per month. Lessee shall notify Lessor of its intention to exercise this option by giving Lessor written notice at least thirty (30) days prior to the expiration of the original term.

5. Improvements: It is agreed by the parties hereto that no modifications or alterations are to be made by Lessee unless the express written consent of the Lessor is first had and obtained, which consent will not be unreasonably withheld. All such additions, modifications or alterations consented to by the Lessor are to be made only at the expense of the Lessee; and, Lessee shall hold Lessor free from all liens and encumbrances thereon. Upon the termination of this Lease, said modifications or alterations shall immediately become the property of the Lessor and shall be regarded for all purposes as part of the demised premises. Any and all such additions, alterations and modifications shall be made in accordance with each and every law, ordinance or regulation applicable to the demised premises. Lessee agrees that it will, upon request of the Lessor, put said building back in the same condition as when Lessee took possession, except to the extend that any addition, alteration or modification had been previously consented to by Lessor.

6. Utilities: Lessee further agrees to pay for all utilities used or consumed in the demised premises during the term hereof. The Lessor agrees to sign any and all consents and applications required from the real estate owner by any

utility company, municipality or public authority in connection with the application by Lessee for services furnished by any or all of them. PROVIDED, HOWEVER, that the Lessee shall be required to make all payments to or deposits required by any such utility company, municipality or public authority for any of said services.

7. Maintenance and Repair: The maintenance and repair of the demised premises shall be governed as follows:

(a) Lessee shall maintain and keep in good repair the roof, outside walls and foundation of the demised premises and shall be responsible for the maintenance and repair of all exterior and structural portions of the demised premises, except Lessee shall provide at its own expense, all labor or work or materials or restore said buildings in their former condition resulting from the installation and construction or modifications and alterations.

(b) Lessee shall maintain and keep in good repair all driveways and parking areas.

(c) Lessee shall assume and pay all expenses incurred in the decorating and redecorating of the interior of said premises, including the floor coverings, and shall make any and all other repairs due to the negligence or misuse of said premises by the Lessee.

(d) Lessee shall be responsible for the complete maintenance, repair and replacement of the interior of said buildings, including, but not limited to, plumbing fixtures and lines, electrical wiring, furnace repair, water, light and heat, unless said damage results from the breach of the covenants in 6(a) above.

8. Insurance: Lessee agrees to obtain and maintain in force and effect adequate public liability insurance and agrees to keep and save harmless the Lessor against all penalties, claims or demands of whatsoever nature (excepting those resulting from the acts or omissions of the Lessor), on account of matters covered by public liability, that may be made against them from and after the commencement of this Lease, arising from or growing out of the use of the demised premises, including any failure by the Lessee to keep, perform and observe each and every one of the covenants, agreements and conditions herein contained on its part to be kept, performed and observed.

Lessee shall, upon request, exhibit to the Lessor a policy or policies of insurance evidencing compliance with the foregoing requirement.

9. Prohibited Activities: The Lessee agrees that no trade or occupation shall be carried on upon the demised premises or use made thereof which shall be unlawful or in violation of local laws or ordinances; and no act performed therein which will make void or voidable any fire insurance on said premises.

10. Signs: Lessee shall have the right at all times during the term of this Lease, at its own expense, to erect or cause to be erected such signs upon the demised premises as it deems desirable. PROVIDED, HOWEVER, that no exterior hanging signs shall be so erected without the consent of the Lessor. The erection and maintenance of any and all such signs shall be in conformity with the requirements of law and local regulations. The Lessee hereby covenants and agrees to save, hold and keep the Lessor and the demised premises, whole, free, harmless from and indemnified against any and all claims, demands, penalties, liabilities, judgments, costs, attorney's fees arising out of or growing out of any damage to persons or property resulting from the use or maintenance of any and all such signs; Lessee shall include insurance coverage against such liability within the liability insurance required of it under the provisions hereof and furnish evidence of such insurance as requested.

11. Damage or Destruction of Demised Premises: That in case said premises shall be rendered untenantable by fire or other casualty, such shall not terminate or give cause for termination of this Lease, and Lessor may, within thirty (30) days, elect to repair the same, said repairs to be completed within sixty (60) days from said fire or casualty; and, on said premises being redelivered to the Lessee in their previous condition, the rent shall thereupon be resumed, but should Lessor fail to so

elect to repair, then Lessee may terminate this Lease without any liability on the part of either party; but this shall not release Lessee from the payment of any rent that was due and owing at the time of such damage or destruction; and, if rent was paid in advance at the time of such damage or destruction, then Lessee shall have a pro-rata refund as of the date of such damage or destruction. In case or partial damage or destruction so that a portion of the leased premises remains tenantable, rent shall abate in an amount based on the ability of Lessee to continue operations in the portion of the demised premises not damaged by the fire or other casualty. If Lessor fails to repair, Lessee may terminate this Lease without any liability on the part of either party; but this shall not release Lessee from the payment of any rent that was due and owing at the time of such damage or destruction; and, if rent was paid in advance at the time of such damage or destruction, Lessee shall have a pro-rata refund as of the date of such damage or destruction.

12. Lessor's Rights: The Lessee further covenants and agrees that the Lessor or his agents may at all reasonable times enter upon said premises to view the condition of the same or to make such repairs or alterations as Lessor may be required to make or may deem necessary for the safety, improvement or preservation of said premises.

13. Sublease and Assignment: Lessee shall not sublet the demised premises or assign this Lease without the written consent of Lessor, which consent will not be unreasonably withheld; but such subletting or assignment consented to by Lessor shall not relieve Lessee from the primary liability of this Lease.

14. Default: That if default shall at any time be made by the Lessee in the payment of the rent hereby reserved, or any installment thereof, which default shall remain uncured for ten (10) days following receipt of notice from the Lessor

to Lessee of his intention so to do, or if default shall be made in any of the other covenants herein contained to be kept, observed and performed by the Lessee, or if the leasehold interest shall be levied on under execution, or if any assignment of Lessee's property shall be made for the benefit of creditors, and any such default or other situation shall remain uncured for thirty (30) days following receipt of notice from the Lessor to the Lessee of its intention so to do, then the Lessor may, at his option, at once and without further notice to the Lessee or to any other person terminate this Lease. Upon any such termination of the Lease at the option of the Lessor having been so exercised or at the expiration by lapse of time of the term hereby demised, the Lessee will at once surrender possession of said premises to the Lessor and remove all of his effects therefrom; and, if such possession be not immediately surrendered, the Lessor may forthwith re-enter said premises and repossess the same and remove all persons and effects therefrom, using such force as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer. And, except for such periods heretofore so provided, intended as a grace period against forfeiture from any such default, the Lessee expressly waives service of any notice of intention to terminate this Lease or to re-enter said premises, and waives the service of any demand for payment of rent or for possession and waives the service of any and every other notice or demand prescribed by statute or other law, and agrees that the simple breach of any of the said covenants so remaining uncured shall, of itself, without the service of any further notice or demand whatever, constitute a forcible detainer by the Lessee of said premises. No receipt of moneys by the Lessor from the Lessee, after the termination of this Lease, or after the giving of any notice, shall reinstate, continue or extend the term of this Lease or affect any notice given to the Lessee prior to the re-

ceipt of such money, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of said premises, the Lessor may receive and collect any amount due; and, the payment of same shall not waive or affect said notice, said suit or said judgment. If the Lessee shall not remove said effects from said premises, as above agreed, the Lessor may, at his option, remove the same or any of the same in any manner that the Lessor shall choose, and store the same, without liability to the Lessee for loss thereof, and the Lessee will pay the Lessor, on request, any and all expenses incurred in such removal and also storage on said effects for any length of time during which the same shall be in the Lessor's possession; or the Lessor may, at his option, without notice, sell the said effects or any of the same for such price as the Lessor may deem best and apply the proceeds of such sale upon any amounts due under this Lease drom the Lessee to the Lessor, including the expenses of the removal and sale.

15. Right of First Refusal: If Lessor shall offer for sale the leased premises, he shall first offer the same to Lessee. If Lessor shall receive an offer to purchase from a bona fide purchaser, he shall transmit a copy of said offer to Lessee. Lessee shall have thirty (30) days from the receipt of a copy of said offer within which to purchase the premises upon the same terms and conditions as in the offer contained. If Lessee fails to give Lessor notice of its intention to purchase upon said terms witin the thirty (30) day period, Lessor shall have the right to sell, free of any right granted to Lessee, pursuant to this paragraph.

16. General Conditions: Lessee stipulates and agrees that it has inspected the premises herein leased and that the same are in good condition and further agrees that it will maintain the buildings situate thereon in the same condition as they now are and will deliver the same to the Lessor upon the term-

ination of this Lease. In accordance with paragraph 12, Lessor reserves the right to inspect said premises at all reasonable times. Lessor shall not be liable for any damage to fixtures or merchandise of Lessee or for any damage resulting from the interruption of Lessee's business caused by fire or other insurance hazards, whether or not attributable to the negligence of Lessor; and, Lessee does hereby expressly release Lessor and those holding by, through or under Lessor by subrogation or otherwise, of and from any and all liability for such damage.

17. Condemnation: If all or any part of the premises be condemned by any legally constituted authority, then this Lease shall continue at a rental which shall be that proportion of the rental payable immediately before such condemnation that the market value of the premises after the taking bears to the market value of such premises before such taking. Such continuation shall be without prejudice to the rights of Lessor and Lessee individually to recover compensation and damages from the condemnor, but neither Lessor nor Lessee shall have any right to interest in any award made to the other party as a result of such condemnation. If, after such condemnation, the portion of the premises remaining shall be unsuitable or insufficient for the purpose to which they were being put by Lessee prior to the time of such condemnation, Lessee may, upon notice to Lessor, terminate this Lease.

18. Notice: When provided herein, notice shall be mailed to the parties at the following addresses:

LESSOR: 1334 Wolf Avenue
Elkhart, IN 46514

LESSEE: P. O. Box 638
Elkhart, IN 46515

or at such other place as the parties may notify in writing to the other. Delivery of notice shall be sufficient if deposited in regular United States mail, postage prepaid, addressed to the

respective party at the address herein shown. Notice shall begin to run from the time of the postmark indicated on said mail.

19. Successors: The conditions, covenants and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon said respective parties, their heirs, successors, executors, administrators, successors-in-interest and assigns.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their signatures as of the 1st day of July 1984.

LESSOR: Mervin D. Lung
Mervin D. Lung

Dorothy Lung
Dorothy Lung

LESSEE: PATRICK INDUSTRIES, INC.
By Keith Vikenes
Secretary-treasurer

ATTEST:

Thomas G Baer

MIDWEST
4-1-83 TO 3-31-86

LEASE AND AGREEMENT

$3528.00

THIS AGREEMENT, made and entered into as of the 1st day of April, 1983, by and between MERVIN D. LUNG of St. Joseph County, State of Indiana, hereinafter called "landlord," and PATRICK INDUSTRIES, INC.-MIDWEST LAMINATED PLASTICS DIVISION, of Elkhart, Indiana, hereinafter called "tenant"

WITNESSETH:

WHEREAS, Landlord is the owner of the following described premises located in Elkhart County, Indiana:

> At 1910-1926 West Lusher Avenue. A part of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd PM) in the City of Elkhart, Elkhart County, Indiana.

WHEREAS, tenant desires to lease said premises to be used for manufacturing, warehouse, and office space.

NOW, THEREFORE, in consideration of the premises and of the premises and agreement herein expressed and for other good and valuable considerations, the receipt of which is hereby acknowledged by each of the parties, it is agreed as follows:

Section 1. Term. The term of the tenancy hereby created shall commence upon the 1st day of April, 1983, and shall continue until March 31, 1986, and the tenant may renew the lease for an additional period of three (3) years by giving its written notice to that effect to landlord on or before February 1, 1986. The renewal will be at $ .13 per square foot.

Section 2. Rent. In consideration of the leasing of the premises, 29,400 square feet at 1910-1926 West Lusher Avenue, Elkhart, Indiana, tenant agrees to pay to landlord and landlord agrees to accept as rental for the term the sum of One hundred twenty-seven thousand and eight dollars ($127,008.00), to be payable in equal monthly installments of Three thousand five hundred twenty eight dollars ($3,528.00) per month, in advance, on the first day of each month beginning with the month of April, 1983. The rent shall be paid to landlord at

> 1800 South 14th Street
> Elkhart, Indiana

or such other place as landlord may in writing direct, without demand or notice and without relief from valuation or appraisement laws.

Section 3. Taxes. The tenant will be liable for and pay on the date due all real estate tax and any other tax assessment that might be levied on said premises at 1910-1926 West Lusher Avenue, Elkhart, Indiana. The tenant is liable from the date upon which this lease agreement becomes effective until its expiration.

Section 4. Insurance. The tenant will insure the building for Two hundred sixty-five thousand dollars ($265,000.00) minimum from the date this lease agreement becomes effective until its expiration. The insurance of this building is not included in the original lease rent payment since basic changes in their method or type of operation could directly affect the premium rate.

Section 5. Utilities. Landlord will provide general illumination for the leased space but will provide no other utilities of any kind, and tenant agrees to pay for any and all such utilities used in connection with the leased space.

Section 6. Abatement. If, during the term of this lease, the premises shall be so injured, by fire or otherwise, as to be rendered unfit for occupancy by tenant, then in case said premises shall not be repaired by landlord within thirty (30) days thereafter, this lease may be canceled at the option of either landlord or tenant and the rent shall be payable only to the date of such injury. Whenever the premises shall be so injured as aforesaid, the rent shall thereupon cease and landlord shall refund to tenant the unearned portion of any rent that may have been paid in advance hereunder.

Section 7. Improvements. All improvements, additions, appliances, fixtures, and all other property of whatsoever nature, made to or placed upon the said premises by tenant, shall be and remain the property of tenant and may be removed by tenant in whole or in part at any time before the termination of this lease or within a reasonable time thereafter, provided that no damage shall thereby be done to the real estate.

Section 8. Surrender of Premises. Tenant shall at the termination of this lease, by lapse of time or otherwise, surrender said leased premises in good order and condition, reasonable use and ordinary wear and tear thereof, damage by the elements, other casualty, condemnation and/or appropriation excepted.

Section 9. Maintenance. Tenant shall be responsible for the maintenance, repair and replacement of the leased premises.

Section 10. Covenants. Each and every covenant, agreement, term, provision, and condition herein shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto and shall be deemed and treated as covenants real running with the premises of the aforesaid during the term hereof.

Section 11. Assignment. Tenant shall not assign this lease without first obtaining the written approval of such assignment of Landlord.

Section 12. Examination of Premises. Tenant shall permit Landlord to enter upon the leased premises at all reasonable times to examine the condition of the same.

Section 13. Indemnification. Tenant shall indemnify and save landlord harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the tenant, its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

Mervin D. Lung

Mervin D. Lung

PATRICK INDUSTRIES, INC.

By Thomas C. Berry

Vice-President

ATTEST:

Kathy Underwood

Richardson Bldg Richard Bldg $2160.00

L E A S E

THIS INDENTURE WITNESSETH THAT: MERVIN D. LUNG and DOROTHY LUNG, his wife, hereinafter referred to as "Lessor", and MOBILCRAFT WOOD PRODUCTS, INC., an Indiana corporation, hereinafter referred to as "Lessee".

FOR AND IN CONSIDERATION of the covenants and agreements hereinafter mentioned, the parties do hereby agree as follows:

1. Premises--Term: Lessor hereby leases to the Lessee the following described premises consisting of 18,000 square feet, to-wit:

> A part of the Southwest Quarter of Section Seven (7), Township Thirty-seven (37) North, Range Five (5), East of the Second Principal Meridian in the City of Elkhart, Elkhart County, Indiana.

together with all structures and improvements thereon, commonly known as 2044 West Lusher Avenue, Elkhart, Indiana, to have and to hold the same unto the Lessee from the 1st day of June, 1984, to and including the 31st day of March, 1986.

2. Purpose: Lessee agrees to use the above described premises for manufacturing, warehouse and office space. Lessee agrees to use the above described premises in a careful, safe and lawful manner without waste and will keep the same in as good order, condition and repair as the same now are or might be put and will so deliver up same at the expiration or termination of this Lease, reasonable use and ordinary wear and tear thereof and damage by fire and other unavoidable casualty excepted.

3. Rental: Lessee agrees and covenants to pay to the Lessor as rental for the said premises for the term of said Lease the total sum of $47,520.00 payable in monthly installments on the 1st day of each month of the term herein, in advance, such payments to be in the amount of $2,160.00 per month, commencing on the 1st day of June 1984. In addition,

thereto, Lessee shall pay all costs of fire and extended coverage insurance in limits of at least $800,000.00 and shall pay all real estate taxes and assessments assessed against the demised premises.

4. Option to Renew: The Lessee shall have the right to renew this lease for an additional term of three (3) years upon the same terms and conditions as contained herein, EXCEPT HOWEVER, the rental for the additional term shall be at 15¢ per foot per month. Lessee shall notify Lessor of its intention to exercise this option by giving Lessor written notice at least thirty (30) days prior to the expiration of the original term.

5. Improvements: It is agreed by the parties hereto that no modifications or alterations are to be made by Lessee unless the express written consent of the Lessor is first had and obtained, which consent will not be unreasonably withheld. All such additions, modifications or alterations consented to by the Lessor are to be made only at the expense of the Lessee; and, Lessee shall hold Lessor free from all liens and encumbrances thereon. Upon the termination of this Lease, said modifications or alterations shall immediately become the property of the Lessor and shall be regarded for all purposes as part of the demised premises. Any and all such additions, alterations and modifications shall be made in accordance with each and every law, ordinance or regulation applicable to the demised premises. Lessee agrees that it will, upon request of the Lessor, put said building back in the same condition as when Lessee took possession, except to the extend that any addition, alteration or modification had been previously consented to by Lessor.

6. Utilities: Lessee further agrees to pay for all utilities used or consumed in the demised premises during the term hereof. The Lessor agrees to sign any and all consents and applications required from the real estate owner by any

utility company, municipality or public authority in connection with the application by Lessee for services furnished by any or all of them. PROVIDED, HOWEVER, that the Lessee shall be required to make all payments to or deposits required by any such utility company, municipality or public authority for any of said services.

7. Maintenance and Repair: The maintenance and repair of the demised premises shall be governed as follows:

(a) Lessee shall maintain and keep in good repair the roof, outside walls and foundation of the demised premises and shall be responsible for the maintenance and repair of all exterior and structural portions of the demised premises, except Lessee shall provide at its own expense, all labor or work or materials or restore said buildings in their former condition resulting from the installation and construction or modifications and alterations.

(b) Lessee shall maintain and keep in good repair all driveways and parking areas.

(c) Lessee shall assume and pay all expenses incurred in the decorating and redecorating of the interior of said premises, including the floor coverings, and shall make any and all other repairs due to the negligence or misuse of said premises by the Lessee.

(d) Lessee shall be responsible for the complete maintenance, repair and replacement of the interior of said buildings, including, but not limited to, plumbing fixtures and lines, electrical wiring, furnace repair, water, light and heat, unless said damage results from the breach of the covenants in 6(a) above.

8. Insurance: Lessee agrees to obtain and maintain in force and effect adequate public liability insurance and agrees to keep and save harmless the Lessor against all penalties, claims or demands of whatsoever nature (excepting those resulting from the acts or omissions of the Lessor), on account of matters covered by public liability, that may be made against them from and after the commencement of this Lease, arising from or growing out of the use of the demised premises, including any failure by the Lessee to keep, perform and observe each and every one of the covenants, agreements and conditions herein contained on its part to be kept, performed and observed.

Lessee shall, upon request, exhibit to the Lessor a policy or policies of insurance evidencing compliance with the foregoing requirement.

9. Prohibited Activities: The Lessee agrees that no trade or occupation shall be carried on upon the demised premises or use made thereof which shall be unlawful or in violation of local laws or ordinances; and no act performed therein which will make void or voidable any fire insurance on said premises.

10. Signs: Lessee shall have the right at all times during the term of this Lease, at its own expense, to erect or cause to be erected such signs upon the demised premises as it deems desirable. PROVIDED, HOWEVER, that no exterior hanging signs shall be so erected without the consent of the Lessor. The erection and maintenance of any and all such signs shall be in conformity with the requirements of law and local regulations. The Lessee hereby covenants and agrees to save, hold and keep the Lessor and the demised premises, whole, free, harmless from and indemnified against any and all claims, demands, penalties, liabilities, judgments, costs, attorney's fees arising out of or growing out of any damage to persons or property resulting from the use or maintenance of any and all such signs; Lessee shall include insurance coverage against such liability within the liability insurance required of it under the provisions hereof and furnish evidence of such insurance as requested.

11. Damage or Destruction of Demised Premises: That in case said premises shall be rendered untenantable by fire or other casualty, such shall not terminate or give cause for termination of this Lease, and Lessor may, within thirty (30) days, elect to repair the same, said repairs to be completed within sixty (60) days from said fire or casualty; and, on said premises being redelivered to the Lessee in their previous condition, the rent shall thereupon be resumed, but should Lessor fail to so

elect to repair, then Lessee may terminate this Lease without any liability on the part of either party; but this shall not release Lessee from the payment of any rent that was due and owing at the time of such damage or destruction; and, if rent was paid in advance at the time of such damage or destruction, then Lessee shall have a pro-rata refund as of the date of such damage or destruction. In case or partial damage or destruction so that a portion of the leased premises remains tenantable, rent shall abate in an amount based on the ability of Lessee to continue operations in the portion of the demised premises not damaged by the fire or other casualty. If Lessor fails to repair, Lessee may terminate this Lease without any liability on the part of either party; but this shall not release Lessee from the payment of any rent that was due and owing at the time of such damage or destruction; and, if rent was paid in advance at the time of such damage or destruction, Lessee shall have a pro-rata refund as of the date of such damage or destruction.

12. Lessor's Rights: The Lessee further covenants and agrees that the Lessor or his agents may at all reasonable times enter upon said premises to view the condition of the same or to make such repairs or alterations as Lessor may be required to make or may deem necessary for the safety, improvement or preservation of said premises.

13. Sublease and Assignment: Lessee shall not sublet the demised premises or assign this Lease without the written consent of Lessor, which consent will not be unreasonably withheld; but such subletting or assignment consented to by Lessor shall not relieve Lessee from the primary liability of this Lease.

14. Default: That if default shall at any time be made by the Lessee in the payment of the rent hereby reserved, or any installment thereof, which default shall remain uncured for ten (10) days following receipt of notice from the Lessor

to Lessee of his intention so to do, or if default shall be made in any of the other covenants herein contained to be kept, observed and performed by the Lessee, or if the leasehold interest shall be levied on under execution, or if any assignment of Lessee's property shall be made for the benefit of creditors, and any such default or other situation shall remain uncured for thirty (30) days following receipt of notice from the Lessor to the Lessee of its intention so to do, then the Lessor may, at his option, at once and without further notice to the Lessee or to any other person terminate this Lease. Upon any such termination of the Lease at the option of the Lessor having been so exercised or at the expiration by lapse of time of the term hereby demised, the Lessee will at once surrender possession of said premises to the Lessor and remove all of his effects therefrom; and, if such possession be not immediately surrendered, the Lessor may forthwith re-enter said premises and repossess the same and remove all persons and effects therefrom, using such force as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer. And, except for such periods heretofore so provided, intended as a grace period against forfeiture from any such default, the Lessee expressly waives service of any notice of intention to terminate this Lease or to re-enter said premises, and waives the service of any demand for payment of rent or for possession and waives the service of any and every other notice or demand prescribed by statute or other law, and agrees that the simple breach of any of the said covenants so remaining uncured shall, of itself, without the service of any further notice or demand whatever, constitute a forcible detainer by the Lessee of said premises. No receipt of moneys by the Lessor from the Lessee, after the termination of this Lease, or after the giving of any notice, shall reinstate, continue or extend the term of this Lease or affect any notice given to the Lessee prior to the re-

ceipt of such money, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of said premises, the Lessor may receive and collect any amount due; and, the payment of same shall not waive or affect said notice, said suit or said judgment. If the Lessee shall not remove said effects from said premises, as above agreed, the Lessor may, at his option, remove the same or any of the same in any manner that the Lessor shall choose, and store the same, without liability to the Lessee for loss thereof, and the Lessee will pay the Lessor, on request, any and all expenses incurred in such removal and also storage on said effects for any length of time during which the same shall be in the Lessor's possession; or the Lessor may, at his option, without notice, sell the said effects or any of the same for such price as the Lessor may deem best and apply the proceeds of such sale upon any amounts due under this Lease drom the Lessee to the Lessor, including the expenses of the removal and sale.

15. Right of First Refusal: If Lessor shall offer for sale the leased premises, he shall first offer the same to Lessee. If Lessor shall receive an offer to purchase from a bona fide purchaser, he shall transmit a copy of said offer to Lessee. Lessee shall have thirty (30) days from the receipt of a copy of said offer within which to purchase the premises upon the same terms and conditions as in the offer contained. If Lessee fails to give Lessor notice of its intention to purchase upon said terms witin the thirty (30) day period, Lessor shall have the right to sell, free of any right granted to Lessee, pursuant to this paragraph.

16. General Conditions: Lessee stipulates and agrees that it has inspected the premises herein leased and that the same are in good condition and further agrees that it will maintain the buildings situate thereon in the same condition as they now are and will deliver the same to the Lessor upon the term-

ination of this Lease. In accordance with paragraph 12, Lessor reserves the right to inspect said premises at all reasonable times. Lessor shall not be liable for any damage to fixtures or merchandise of Lessee or for any damage resulting from the interruption of Lessee's business caused by fire or other insurance hazards, whether or not attributable to the negligence of Lessor; and, Lessee does hereby expressly release Lessor and those holding by, through or under Lessor by subrogation or otherwise, of and from any and all liability for such damage.

17. Condemnation: If all or any part of the premises be condemned by any legally constituted authority, then this Lease shall continue at a rental which shall be that proportion of the rental payable immediately before such condemnation that the market value of the premises after the taking bears to the market value of such premises before such taking. Such continuation shall be without prejudice to the rights of Lessor and Lessee individually to recover compensation and damages from the condemnor, but neither Lessor nor Lessee shall have any right to interest in any award made to the other party as a result of such condemnation. If, after such condemnation, the portion of the premises remaining shall be unsuitable or insufficient for the purpose to which they were being put by Lessee prior to the time of such condemnation, Lessee may, upon notice to Lessor, terminate this Lease.

18. Notice: When provided herein, notice shall be mailed to the parties at the following addresses:

LESSOR: 1334 Wolf Avenue
Elkhart, IN 46514

LESSEE: P. O. Box 638
Elkhart, IN 46515

or at such other place as the parties may notify in writing to the other. Delivery of notice shall be sufficient if deposited in regular United States mail, postage prepaid, addressed to the

respective party at the address herein shown. Notice shall begin to run from the time of the postmark indicated on said mail.

19. Successors: The conditions, covenants and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon said respective parties, their heirs, successors, executors, administrators, successors-in-interest and assigns.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their signatures as of the 5-31-84.

LESSOR: Mervin D Lung

Mervin D. Lung

Dorothy Lung

Dorothy Lung

LESSEE: MOBILCRAFT WOOD PRODUCTS, INC.

By Thomas G Baer

Vice President, Operations

ATTEST:

Keith V Kenbel

Richardson Bldg

Rent
6-1-83
TO
5-31-84
$1,440.-

L E A S E

THIS INDENTURE WITNESSETH THAT: MERVIN D. LUNG and DOROTHY LUNG, his wife, hereinafter referred to as "Lessor", and MOBILCRAFT WOOD PRODUCTS, INC., an Indiana corporation, hereinafter referred to as "Lessee".

FOR AND IN CONSIDERATION of the covenants and agreements hereinafter mentioned, the parties do hereby agree as follows:

1. Premises--Term: Lessor hereby leases to the Lessee the following described premises, to-wit:

A part of the Southwest Quarter of Section Seven (7), Township Thirty-seven (37) North, Range Five (5), East of the Second Principal Meridian in the City of Elkhart, Elkhart County, Indiana.

together with all structures and improvements thereon, commonly known as 2044 West Lusher Avenue, Elkhart, Indiana, to have and to hold the same unto the Lessee from the 1st day of June, 1983 to and including the 31st day of May, 1984.

2. Purpose: Lessee agrees to use the above described premises for manufacturing, warehouse and office space. Lessee agrees to use the above described premises in a careful, safe and lawful manner without waste and will keep the same in as good order, condition and repair as the same now are or might be put and will so deliver up same at the expiration or termination of this Lease, reasonable use and ordinary wear and tear thereof and damage by fire and other unavoidable casualty excepted.

3. Rental: Lessee agrees and covenants to pay to the Lessor as rental for the said premises for the term of said Lease the total sum of $17,280.00, payable in monthly installments on the 1st day of each month of the term herein, in advance, such payments to be in the amount of $1,440.00 per month, commencing on the 1st day of June, 1983. In addition,

thereto, Lessee shall pay all costs of fire and extended coverage insurance in limits of at least $800,000.00 and shall pay all real estate taxes and assessments assessed against the demised premises.

4. Option to Renew: The Lessee shall have the right to renew this lease for an additional term of three (3) years upon the same terms and conditions as contained herein, EXCEPT KK HOWEVER, the rental for the additional term shall be at ~~18¢~~ 12¢ per foot per month. Lessee shall notify Lessor of its intention to exercise this option by giving Lessor written notice at least thirty (30) days prior to the expiration of the original term.

5. Improvements: It is agreed by the parties hereto that no modifications or alterations are to be made by Lessee unless the express written consent of the Lessor is first had and obtained, which consent will not be unreasonably withheld. All such additions, modifications or alterations consented to by the Lessor are to be made only at the expense of the Lessee; and, Lessee shall hold Lessor free from all liens and encumbrances thereon. Upon the termination of this Lease, said modifications or alterations shall immediately become the property of the Lessor and shall be regarded for all purposes as part of the demised premises. Any and all such additions, alterations and modifications shall be made in accordance with each and every law, ordinance or regulation applicable to the demised premises. Lessee agrees that it will, upon request of the Lessor, put said building back in the same condition as when Lessee took possession, except to the extend that any addition, alteration or modification had been previously consented to by Lessor.

6. Utilities: Lessee further agrees to pay for all utilities used or consumed in the demised premises during the term hereof. The Lessor agrees to sign any and all consents and applications required from the real estate owner by any

utility company, municipality or public authority in connection with the application by Lessee for services furnished by any or all of them. PROVIDED, HOWEVER, that the Lessee shall be required to make all payments to or deposits required by any such utility company, municipality or public authority for any of said services.

7. Maintenance and Repair: The maintenance and repair of the demised premises shall be governed as follows:

(a) Lessee shall maintain and keep in good repair the roof, outside walls and foundation of the demised premises and shall be responsible for the maintenance and repair of all exterior and structural portions of the demised premises, except Lessee shall provide at its own expense, all labor or work or materials or restore said buildings in their former condition resulting from the installation and construction or modifications and alterations.

(b) Lessee shall maintain and keep in good repair all driveways and parking areas.

(c) Lessee shall assume and pay all expenses incurred in the decorating and redecorating of the interior of said premises, including the floor coverings, and shall make any and all other repairs due to the negligence or misuse of said premises by the Lessee.

(d) Lessee shall be responsible for the complete maintenance, repair and replacement of the interior of said buildings, including, but not limited to, plumbing fixtures and lines, electrical wiring, furnace repair, water, light and heat, unless said damage results from the breach of the covenants in 6(a) above.

8. Insurance: Lessee agrees to obtain and maintain in force and effect adequate public liability insurance and agrees to keep and save harmless the Lessor against all penalties, claims or demands of whatsoever nature (excepting those resulting from the acts or omissions of the Lessor), on account of matters covered by public liability, that may be made against them from and after the commencement of this Lease, arising from or growing out of the use of the demised premises, including any failure by the Lessee to keep, perform and observe each and every one of the covenants, agreements and conditions herein contained on its part to be kept, performed and observed.

Lessee shall, upon request, exhibit to the Lessor a policy or policies of insurance evidencing compliance with the foregoing requirement.

9. Prohibited Activities: The Lessee agrees that no trade or occupation shall be carried on upon the demised premises or use made thereof which shall be unlawful or in violation of local laws or ordinances; and no act performed therein which will make void or voidable any fire insurance on said premises.

10. Signs: Lessee shall have the right at all times during the term of this Lease, at its own expense, to erect or cause to be erected such signs upon the demised premises as it deems desirable. PROVIDED, HOWEVER, that no exterior hanging signs shall be so erected without the consent of the Lessor. The erection and maintenance of any and all such signs shall be in conformity with the requirements of law and local regulations. The Lessee hereby covenants and agrees to save, hold and keep the Lessor and the demised premises, whole, free, harmless from and indemnified against any and all claims, demands, penalties, liabilities, judgments, costs, attorney's fees arising out of or growing out of any damage to persons or property resulting from the use or maintenance of any and all such signs; Lessee shall include insurance coverage against such liability within the liability insurance required of it under the provisions hereof and furnish evidence of such insurance as requested.

11. Damage or Destruction of Demised Premises: That in case said premises shall be rendered untenantable by fire or other casualty, such shall not terminate or give cause for termination of this Lease, and Lessor may, within thirty (30) days, elect to repair the same, said repairs to be completed within sixty (60) days from said fire or casualty; and, on said premises being redelivered to the Lessee in their previous condition, the rent shall thereupon be resumed, but should Lessor fail to so

elect to repair, then Lessee may terminate this Lease without any liability on the part of either party; but this shall not release Lessee from the payment of any rent that was due and owing at the time of such damage or destruction; and, if rent was paid in advance at the time of such damage or destruction, then Lessee shall have a pro-rata refund as of the date of such damage or destruction. In case or partial damage or destruction so that a portion of the leased premises remains tenantable, rent shall abate in an amount based on the ability of Lessee to continue operations in the portion of the demised premises not damaged by the fire or other casualty. If Lessor fails to repair, Lessee may terminate this Lease without any liability on the part of either party; but this shall not release Lessee from the payment of any rent that was due and owing at the time of such damage or destruction; and, if rent was paid in advance at the time of such damage or destruction, Lessee shall have a pro-rata refund as of the date of such damage or destruction.

12. Lessor's Rights: The Lessee further covenants and agrees that the Lessor or his agents may at all reasonable times enter upon said premises to view the condition of the same or to make such repairs or alterations as Lessor may be required to make or may deem necessary for the safety, improvement or preservation of said premises.

13. Sublease and Assignment: Lessee shall not sublet the demised premises or assign this Lease without the written consent of Lessor, which consent will not be unreasonably withheld; but such subletting or assignment consented to by Lessor shall not relieve Lessee from the primary liability of this Lease.

14. Default: That if default shall at any time be made by the Lessee in the payment of the rent hereby reserved, or any installment thereof, which default shall remain uncured for ten (10) days following receipt of notice from the Lessor

to Lessee of his intention so to do, or if default shall be made in any of the other covenants herein contained to be kept, observed and performed by the Lessee, or if the leasehold interest shall be levied on under execution, or if any assignment of Lessee's property shall be made for the benefit of creditors, and any such default or other situation shall remain uncured for thirty (30) days following receipt of notice from the Lessor to the Lessee of its intention so to do, then the Lessor may, at his option, at once and without further notice to the Lessee or to any other person terminate this Lease. Upon any such termination of the Lease at the option of the Lessor having been so exercised or at the expiration by lapse of time of the term hereby demised, the Lessee will at once surrender possession of said premises to the Lessor and remove all of his effects therefrom; and, if such possession be not immediately surrendered, the Lessor may forthwith re-enter said premises and repossess the same and remove all persons and effects therefrom, using such force as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer. And, except for such periods heretofore so provided, intended as a grace period against forfeiture from any such default, the Lessee expressly waives service of any notice of intention to terminate this Lease or to re-enter said premises, and waives the service of any demand for payment of rent or for possession and waives the service of any and every other notice or demand prescribed by statute or other law, and agrees that the simple breach of any of the said covenants so remaining uncured shall, of itself, without the service of any further notice or demand whatever, constitute a forcible detainer by the Lessee of said premises. No receipt of moneys by the Lessor from the Lessee, after the termination of this Lease, or after the giving of any notice, shall reinstate, continue or extend the term of this Lease or affect any notice given to the Lessee prior to the re-

ceipt of such money, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of said premises, the Lessor may receive and collect any amount due; and, the payment of same shall not waive or affect said notice, said suit or said judgment. If the Lessee shall not remove said effects from said premises, as above agreed, the Lessor may, at his option, remove the same or any of the same in any manner that the Lessor shall choose, and store the same, without liability to the Lessee for loss thereof, and the Lessee will pay the Lessor, on request, any and all expenses incurred in such removal and also storage on said effects for any length of time during which the same shall be in the Lessor's possession; or the Lessor may, at his option, without notice, sell the said effects or any of the same for such price as the Lessor may deem best and apply the proceeds of such sale upon any amounts due under this Lease drom the Lessee to the Lessor, including the expenses of the removal and sale.

15. Right of First Refusal: If Lessor shall offer for sale the leased premises, he shall first offer the same to Lessee. If Lessor shall receive an offer to purchase from a bona fide purchaser, he shall transmit a copy of said offer to Lessee. Lessee shall have thirty (30) days from the receipt of a copy of said offer within which to purchase the premises upon the same terms and conditions as in the offer contained. If Lessee fails to give Lessor notice of its intention to purchase upon said terms witin the thirty (30) day period, Lessor shall have the right to sell, free of any right granted to Lessee, pursuant to this paragraph.

16. General Conditions: Lessee stipulates and agrees that it has inspected the premises herein leased and that the same are in good condition and further agrees that it will maintain the buildings situate thereon in the same condition as they now are and will deliver the same to the Lessor upon the term-

ination of this Lease. In accordance with paragraph 12, Lessor reserves the right to inspect said premises at all reasonable times. Lessor shall not be liable for any damage to fixtures or merchandise of Lessee or for any damage resulting from the interruption of Lessee's business caused by fire or other insurance hazards, whether or not attributable to the negligence of Lessor; and, Lessee does hereby expressly release Lessor and those holding by, through or under Lessor by subrogation or otherwise, of and from any and all liability for such damage.

17. Condemnation: If all or any part of the premises be condemned by any legally constituted authority, then this Lease shall continue at a rental which shall be that proportion of the rental payable immediately before such condemnation that the market value of the premises after the taking bears to the market value of such premises before such taking. Such continuation shall be without prejudice to the rights of Lessor and Lessee individually to recover compensation and damages from the condemnor, but neither Lessor nor Lessee shall have any right to interest in any award made to the other party as a result of such condemnation. If, after such condemnation, the portion of the premises remaining shall be unsuitable or insufficient for the purpose to which they were being put by Lessee prior to the time of such condemnation, Lessee may, upon notice to Lessor, terminate this Lease.

18. Notice: When provided herein, notice shall be mailed to the parties at the following addresses:

LESSOR: 1334 Wolf Avenue
Elkhart, IN 46514

LESSEE: P. O. Box 638
Elkhart, IN 46515

or at such other place as the parties may notify in writing to the other. Delivery of notice shall be sufficient if deposited in regular United States mail, postage prepaid, addressed to the

respective party at the address herein shown. Notice shall begin to run from the time of the postmark indicated on said mail.

19. Successors: The conditions, covenants and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon said respective parties, their heirs, successors, executors, administrators, successors-in-interest and assigns.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their signatures as of the 5-31-84.

LESSOR: Mervin D. Lung

Mervin D. Lung

Dorothy M. Lung

Dorothy Lung

LESSEE: MOBILCRAFT WOOD PRODUCTS, INC.

By Thomas G Baer

ATTEST:

Keith V. Kendall

Plt'd Projects
Mobilcraft Plt #2
$2160.00

LEASE AND AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of April, 1983, by and between MERVIN D. LUNG of St. Joseph County, State of Indiana, hereinafter called "landlord," and PATRICK INDUSTRIES, INC.-MOBILCRAFT WOOD PRODUCTS PLANT 2 DIVISION, an Indiana corporation, of Elkhart, Indiana, hereinafter called "tenant"

WITNESSETH:

WHEREAS, Landlord is the owner of the following described premises located in Elkhart County, Indiana:

> At 2024½ West Lusher Avenue. A part of the Southwest Quarter (SW 1/4) of Section Seven (7) Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd PM) in the City of Elkhart, Elkhart County, Indiana.

WHEREAS, tenant desires to lease said premises to be used for manufacturing, warehouse, and office space.

NOW, THEREFORE, in consideration of the premises and of the premises and agreement herein expressed and for other good and valuable considerations, the receipt of which is hereby acknowledged by each of the parties, it is agreed as follows:

Section 1. Term. The term of the tenancy hereby created shall commence upon the 1st day of April, 1983, and shall continue until March 31, 1986, and the tenant may renew the lease for an additional period of three (3) years by giving its written notice to that effect to landlord on or before February 1, 1986. The renewal will be at $ .13 per square foot.

Section 2. Rent. In consideration of the leasing of the premises, 18,000 square feet at 2024½ West Lusher Avenue, Elkhart, Indiana, tenant agrees to pay to landlord and landlord agrees to accept as rental for the term the sum of Seventy-seven thousand seven hundred sixty dollars ($77,760.00), to be payable in equal monthly installments of Two thousand one hundred sixty dollars ($2,160.00) per month, in advance, on the first day of each month beginning with the month of April, 1983. The rent shall be paid to landlord at

1800 South 14th Street
Elkhart, Indiana

or such other place as landlord may in writing direct, without demand or notice and without relief from valuation or appraisement laws.

Section 3. Taxes. The tenant will be liable for and pay on the date due all real estate tax and any other tax assessment that might be levied on said premises at 2024½ West Lusher Avenue, Elkhart, Indiana. The tenant is liable from the date upon which this lease agreement becomes effective until its expiration.

Section 4. Insurance. The tenant will insure the building for One hundred fifty thousand dollars ($150,000.00) minimum from the date this lease agreement becomes effective until its expiration. The insurance of this building is not included in the original lease rent payment since basic changes in their method or type of operation could directly affect the premium rate.

Section 5. Utilities. Landlord will provide general illumination for the leased space but will provide no other utilities of any kind, and tenant agrees to pay for any and all such utilities used in connection with the leased space.

Section 6. Abatement. If, during the term of this lease, the premises shall be so injured, by fire or otherwise, as to be rendered unfit for occupancy by tenant, then in case said premises shall not be repaired by landlord within thirty (30) days thereafter, this lease may be canceled at the option of either landlord or tenant and the rent shall be payable only to the date of such injury. Whenever the premises shall be so injured as aforesaid, the rent shall thereupon cease and landlord shall refund to tenant the unearned portion of any rent that may have been paid in advance hereunder.

Section 7. Improvements. All improvements, additions, appliances, fixtures, and all other property of whatsoever nature, made to or placed upon the said premises by tenant, shall be and remain the property of tenant and may be removed by tenant in whole or in part at any time before the termination of this lease or within a reasonable time thereafter, provided that no damage shall thereby be done to the real estate.

Section 8. Surrender of Premises. Tenant shall at the termination of this lease, by lapse of time or otherwise, surrender said leased premises in good order and condition, reasonable use and ordinary wear and tear thereof, damage by the elements, other casualty, condemnation and/or appropriation excepted.

Section 9. Maintenance. Tenant shall be responsible for the maintenance, repair and replacement of the leased premises.

Section 10. Covenants. Each and every covenant, agreement, term, provision, and condition herein shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto and shall be deemed and treated as covenants real running with the premises of the aforesaid during the term hereof.

Section 11. Assignment. Tenant shall not assign this lease without first obtaining the written approval of such assignment of Landlord.

Section 12. Examination of Premises. Tenant shall permit Landlord to enter upon the leased premises at all reasonable times to examine the condition of the same.

Section 13. Indemnification. Tenant shall indemnify and save landlord harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the tenant, its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

Mervin D. Lung

Mervin D. Lung

PATRICK INDUSTRIES, INC.

By [illegible]

Vice-President

ATTEST:

[illegible]

FILE - LEASES

PATRICK INDUSTRIES, INC.

1800 S. 14TH. STREET • P. O. BOX 638 • ELKHART, INDIANA 46515
(219) 294-7511

February 1, 1980

Mr. Mervin D. Lung
President
Patrick Industries, Inc.
P. O. Box 638
Elkhart, IN 46515

Dear Mr. Lung:

Per the lease agreements between Patrick Industries and Mervin D. Lung for rental of buildings which house our divisions of Mobilcraft-Ocala, Custom Vinyls-Elkhart, Midwest, Plywood Projects, and Mobilcraft-Plant II, this is our written notice that we are renewing these leases for an additional three-year period at the new rate of 11¢ per square foot effective April 1, 1980, and continuing until March 31, 1983.

Beginning April 1, 1980, the new monthly rental amounts for the buildings involved will be as follows:

Location	Monthly Rental
Mobilcraft-Ocala	$2,263.36
Custom Vinyls-Elkhart	$3,300.00
Midwest Division	$3,212.00
Plywood Projects	$1,012.00
Mobilcraft-Plant II	$1,584.00
	~~11,371.36~~ 10,359.36

136,452

Sincerely,

Keith V. Kankel

Keith V. Kankel
Secretary-treasurer

KVK/skc
cc: John P. Sadowey
Gordon Robinson

A(15)

LEASE AND AGREEMENT

THIS AGREEMENT, made and entered into as of the 1st day of April, 1983, by and between MERVIN D. LUNG of St. Joseph County, State of Indiana, hereinafter called "landlord," and PATRICK INDUSTRIES, INC.-MOBILCRAFT WOOD PRODUCTS PLANT 2 DIVISION, an Indiana corporation, of Elkhart, Indiana, hereinafter called "tenant"

WITNESSETH:

WHEREAS, Landlord is the owner of the following described premises located in Elkhart County, Indiana:

> At 2024½ West Lusher Avenue. A part of the Southwest Quarter (SW 1/4) of Section Seven (7) Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd PM) in the City of Elkhart, Elkhart County, Indiana.

WHEREAS, tenant desires to lease said premises to be used for manufacturing, warehouse, and office space.

NOW, THEREFORE, in consideration of the premises and of the premises and agreement herein expressed and for other good and valuable considerations, the receipt of which is hereby acknowledged by each of the parties, it is agreed as follows:

Section 1. Term. The term of the tenancy hereby created shall commence upon the 1st day of April, 1983, and shall continue until March 31, 1986, and the tenant may renew the lease for an additional period of three (3) years by giving its written notice to that effect to landlord on or before February 1, 1986. The renewal will be at $ .13 per square foot.

Section 2. Rent. In consideration of the leasing of the premises, 18,000 square feet at 2024½ West Lusher Avenue, Elkhart, Indiana, tenant agrees to pay to landlord and landlord agrees to accept as rental for the term the sum of Seventy-seven thousand seven hundred sixty dollars ($77,760.00), to be payable in equal monthly installments of Two thousand one hundred sixty dollars ($2,160.00) per month, in advance, on the first day of each month beginning with the month of April, 1983. The rent shall be paid to landlord at

> 1800 South 14th Street
> Elkhart, Indiana

or such other place as landlord may in writing direct, without demand or notice and without relief from valuation or appraisement laws.

Section 3. Taxes. The tenant will be liable for and pay on the date due all real estate tax and any other tax assessment that might be levied on said premises at 2024½ West Lusher Avenue, Elkhart, Indiana. The tenant is liable from the date upon which this lease agreement becomes effective until its expiration.

Section 4. Insurance. The tenant will insure the building for One hundred fifty thousand dollars ($150,000.00) minimum from the date this lease agreement becomes effective until its expiration. The insurance of this building is not included in the original lease rent payment since basic changes in their method or type of operation could directly affect the premium rate.

Section 5. Utilities. Landlord will provide general illumination for the leased space but will provide no other utilities of any kind, and tenant agrees to pay for any and all such utilities used in connection with the leased space.

Section 6. Abatement. If, during the term of this lease, the premises shall be so injured, by fire or otherwise, as to be rendered unfit for occupancy by tenant, then in case said premises shall not be repaired by landlord within thirty (30) days thereafter, this lease may be canceled at the option of either landlord or tenant and the rent shall be payable only to the date of such injury. Whenever the premises shall be so injured as aforesaid, the rent shall thereupon cease and landlord shall refund to tenant the unearned portion of any rent that may have been paid in advance hereunder.

Section 7. Improvements. All improvements, additions, appliances, fixtures, and all other property of whatsoever nature, made to or placed upon the said premises by tenant, shall be and remain the property of tenant and may be removed by tenant in whole or in part at any time before the termination of this lease or within a reasonable time thereafter, provided that no damage shall thereby be done to the real estate.

Section 8. Surrender of Premises. Tenant shall at the termination of this lease, by lapse of time or otherwise, surrender said leased premises in good order and condition, reasonable use and ordinary wear and tear thereof, damage by the elements, other casualty, condemnation and/or appropriation excepted.

Section 9. Maintenance. Tenant shall be responsible for the maintenance, repair and replacement of the leased premises.

Section 10. Covenants. Each and every covenant, agreement, term, provision, and condition herein shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto and shall be deemed and treated as covenants real running with the premises of the aforesaid during the term hereof.

Section 11. Assignment. Tenant shall not assign this lease without first obtaining the written approval of such assignment of Landlord.

Section 12. Examination of Premises. Tenant shall permit Landlord to enter upon the leased premises at all reasonable times to examine the condition of the same.

Section 13. Indemnification. Tenant shall indemnify and save landlord harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any default hereunder, or any tortious or negligent act on the part of the tenant, its agents or employees.

IN WITNESS WHEREOF, the parties have hereunto set their hands the date first above written.

Mervin D. Lung

Mervin D. Lung

PATRICK INDUSTRIES, INC.

By Thomas C. Baer

Vice-President

ATTEST:

Keith V. Kessel

L E A S E

THIS INDENTURE WITNESSETH THAT: MERVIN D. LUNG and DOROTHY LUNG, his wife, hereinafter referred to as "Lessor", and MOBILCRAFT WOOD PRODUCTS, INC., an Indiana corporation, hereinafter referred to as "Lessee".

FOR AND IN CONSIDERATION of the covenants and agreements hereinafter mentioned, the parties do hereby agree as follows:

1. Premises--Term: Lessor hereby leases to the Lessee the following described premises, to-wit:

A part of the Southwest Quarter of Section Seven (7), Township Thirty-seven (37) North, Range Five (5), East of the Second Principal Meridian in the City of Elkhart, Elkhart County, Indiana.

together with all structures and improvements thereon, commonly known as 2044 West Lusher Avenue, Elkhart, Indiana, to have and to hold the same unto the Lessee from the 1st day of June, 1983 to and including the 31st day of May, 1984.

2. Purpose: Lessee agrees to use the above described premises for manufacturing, warehouse and office space. Lessee agrees to use the above described premises in a careful, safe and lawful manner without waste and will keep the same in as good order, condition and repair as the same now are or might be put and will so deliver up same at the expiration or termination of this Lease, reasonable use and ordinary wear and tear thereof and damage by fire and other unavoidable casualty excepted.

3. Rental: Lessee agrees and covenants to pay to the Lessor as rental for the said premises for the term of said Lease the total sum of $17,280.00, payable in monthly installments on the 1st day of each month of the term herein, in advance, such payments to be in the amount of $1,440.00 per month, commencing on the 1st day of June, 1983. In addition,

thereto, Lessee shall pay all costs of fire and extended coverage insurance in limits of at least $800,000.00 and shall pay all real estate taxes and assessments assessed against the demised premises.

4. Option to Renew: The Lessee shall have the right to renew this lease for an additional term of three (3) years upon the same terms and conditions as contained herein, EXCEPT HOWEVER, the rental for the additional term shall be at ~~15¢~~ 12¢ per foot per month. Lessee shall notify Lessor of its intention to exercise this option by giving Lessor written notice at least thirty (30) days prior to the expiration of the original term. KK

5. Improvements: It is agreed by the parties hereto that no modifications or alterations are to be made by Lessee unless the express written consent of the Lessor is first had and obtained, which consent will not be unreasonably withheld. All such additions, modifications or alterations consented to by the Lessor are to be made only at the expense of the Lessee; and, Lessee shall hold Lessor free from all liens and encumbrances thereon. Upon the termination of this Lease, said modifications or alterations shall immediately become the property of the Lessor and shall be regarded for all purposes as part of the demised premises. Any and all such additions, alterations and modifications shall be made in accordance with each and every law, ordinance or regulation applicable to the demised premises. Lessee agrees that it will, upon request of the Lessor, put said building back in the same condition as when Lessee took possession, except to the extend that any addition, alteration or modification had been previously consented to by Lessor.

6. Utilities: Lessee further agrees to pay for all utilities used or consumed in the demised premises during the term hereof. The Lessor agrees to sign any and all consents and applications required from the real estate owner by any

utility company, municipality or public authority in connection with the application by Lessee for services furnished by any or all of them. PROVIDED, HOWEVER, that the Lessee shall be required to make all payments to or deposits required by any such utility company, municipality or public authority for any of said services.

7. Maintenance and Repair: The maintenance and repair of the demised premises shall be governed as follows:

(a) Lessee shall maintain and keep in good repair the roof, outside walls and foundation of the demised premises and shall be responsible for the maintenance and repair of all exterior and structural portions of the demised premises, except Lessee shall provide at its own expense, all labor or work or materials or restore said buildings in their former condition resulting from the installation and construction or modifications and alterations.

(b) Lessee shall maintain and keep in good repair all driveways and parking areas.

(c) Lessee shall assume and pay all expenses incurred in the decorating and redecorating of the interior of said premises, including the floor coverings, and shall make any and all other repairs due to the negligence or misuse of said premises by the Lessee.

(d) Lessee shall be responsible for the complete maintenance, repair and replacement of the interior of said buildings, including, but not limited to, plumbing fixtures and lines, electrical wiring, furnace repair, water, light and heat, unless said damage results from the breach of the covenants in 6(a) above.

8. Insurance: Lessee agrees to obtain and maintain in force and effect adequate public liability insurance and agrees to keep and save harmless the Lessor against all penalties, claims or demands of whatsoever nature (excepting those resulting from the acts or omissions of the Lessor), on account of matters covered by public liability, that may be made against them from and after the commencement of this Lease, arising from or growing out of the use of the demised premises, including any failure by the Lessee to keep, perform and observe each and every one of the covenants, agreements and conditions herein contained on its part to be kept, performed and observed.

Lessee shall, upon request, exhibit to the Lessor a policy or policies of insurance evidencing compliance with the foregoing requirement.

9. Prohibited Activities: The Lessee agrees that no trade or occupation shall be carried on upon the demised premises or use made thereof which shall be unlawful or in violation of local laws or ordinances; and no act performed therein which will make void or voidable any fire insurance on said premises.

10. Signs: Lessee shall have the right at all times during the term of this Lease, at its own expense, to erect or cause to be erected such signs upon the demised premises as it deems desirable. PROVIDED, HOWEVER, that no exterior hanging signs shall be so erected without the consent of the Lessor. The erection and maintenance of any and all such signs shall be in conformity with the requirements of law and local regulations. The Lessee hereby covenants and agrees to save, hold and keep the Lessor and the demised premises, whole, free, harmless from and indemnified against any and all claims, demands, penalties, liabilities, judgments, costs, attorney's fees arising out of or growing out of any damage to persons or property resulting from the use or maintenance of any and all such signs; Lessee shall include insurance coverage against such liability within the liability insurance required of it under the provisions hereof and furnish evidence of such insurance as requested.

11. Damage or Destruction of Demised Premises: That in case said premises shall be rendered untenantable by fire or other casualty, such shall not terminate or give cause for termination of this Lease, and Lessor may, within thirty (30) days, elect to repair the same, said repairs to be completed within sixty (60) days from said fire or casualty; and, on said premises being redelivered to the Lessee in their previous condition, the rent shall thereupon be resumed, but should Lessor fail to so

elect to repair, then Lessee may terminate this Lease without any liability on the part of either party; but this shall not release Lessee from the payment of any rent that was due and owing at the time of such damage or destruction; and, if rent was paid in advance at the time of such damage or destruction, then Lessee shall have a pro-rata refund as of the date of such damage or destruction. In case or partial damage or destruction so that a portion of the leased premises remains tenantable, rent shall abate in an amount based on the ability of Lessee to continue operations in the portion of the demised premises not damaged by the fire or other casualty. If Lessor fails to repair, Lessee may terminate this Lease without any liability on the part of either party; but this shall not release Lessee from the payment of any rent that was due and owing at the time of such damage or destruction; and, if rent was paid in advance at the time of such damage or destruction, Lessee shall have a pro-rata refund as of the date of such damage or destruction.

12. Lessor's Rights: The Lessee further covenants and agrees that the Lessor or his agents may at all reasonable times enter upon said premises to view the condition of the same or to make such repairs or alterations as Lessor may be required to make or may deem necessary for the safety, improvement or preservation of said premises.

13. Sublease and Assignment: Lessee shall not sublet the demised premises or assign this Lease without the written consent of Lessor, which consent will not be unreasonably withheld; but such subletting or assignment consented to by Lessor shall not relieve Lessee from the primary liability of this Lease.

14. Default: That if default shall at any time be made by the Lessee in the payment of the rent hereby reserved, or any installment thereof, which default shall remain uncured for ten (10) days following receipt of notice from the Lessor

to Lessee of his intention so to do, or if default shall be made in any of the other covenants herein contained to be kept, observed and performed by the Lessee, or if the leasehold interest shall be levied on under execution, or if any assignment of Lessee's property shall be made for the benefit of creditors, and any such default or other situation shall remain uncured for thirty (30) days following receipt of notice from the Lessor to the Lessee of its intention so to do, then the Lessor may, at his option, at once and without further notice to the Lessee or to any other person terminate this Lease. Upon any such termination of the Lease at the option of the Lessor having been so exercised or at the expiration by lapse of time of the term hereby demised, the Lessee will at once surrender possession of said premises to the Lessor and remove all of his effects therefrom; and, if such possession be not immediately surrendered, the Lessor may forthwith re-enter said premises and repossess the same and remove all persons and effects therefrom, using such force as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer. And, except for such periods heretofore so provided, intended as a grace period against forfeiture from any such default, the Lessee expressly waives service of any notice of intention to terminate this Lease or to re-enter said premises, and waives the service of any demand for payment of rent or for possession and waives the service of any and every other notice or demand prescribed by statute or other law, and agrees that the simple breach of any of the said covenants so remaining uncured shall, of itself, without the service of any further notice or demand whatever, constitute a forcible detainer by the Lessee of said premises. No receipt of moneys by the Lessor from the Lessee, after the termination of this Lease, or after the giving of any notice, shall reinstate, continue or extend the term of this Lease or affect any notice given to the Lessee prior to the re-

ceipt of such money, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of said premises, the Lessor may receive and collect any amount due; and, the payment of same shall not waive or affect said notice, said suit or said judgment. If the Lessee shall not remove said effects from said premises, as above agreed, the Lessor may, at his option, remove the same or any of the same in any manner that the Lessor shall choose, and store the same, without liability to the Lessee for loss thereof, and the Lessee will pay the Lessor, on request, any and all expenses incurred in such removal and also storage on said effects for any length of time during which the same shall be in the Lessor's possession; or the Lessor may, at his option, without notice, sell the said effects or any of the same for such price as the Lessor may deem best and apply the proceeds of such sale upon any amounts due under this Lease drom the Lessee to the Lessor, including the expenses of the removal and sale.

15. Right of First Refusal: If Lessor shall offer for sale the leased premises, he shall first offer the same to Lessee. If Lessor shall receive an offer to purchase from a bona fide purchaser, he shall transmit a copy of said offer to Lessee. Lessee shall have thirty (30) days from the receipt of a copy of said offer within which to purchase the premises upon the same terms and conditions as in the offer contained. If Lessee fails to give Lessor notice of its intention to purchase upon said terms witin the thirty (30) day period, Lessor shall have the right to sell, free of any right granted to Lessee, pursuant to this paragraph.

16. General Conditions: Lessee stipulates and agrees that it has inspected the premises herein leased and that the same are in good condition and further agrees that it will maintain the buildings situate thereon in the same condition as they now are and will deliver the same to the Lessor upon the term-

ination of this Lease. In accordance with paragraph 12, Lessor reserves the right to inspect said premises at all reasonable times. Lessor shall not be liable for any damage to fixtures or merchandise of Lessee or for any damage resulting from the interruption of Lessee's business caused by fire or other insurance hazards, whether or not attributable to the negligence of Lessor; and, Lessee does hereby expressly release Lessor and those holding by, through or under Lessor by subrogation or otherwise, of and from any and all liability for such damage.

17. Condemnation: If all or any part of the premises be condemned by any legally constituted authority, then this Lease shall continue at a rental which shall be that proportion of the rental payable immediately before such condemnation that the market value of the premises after the taking bears to the market value of such premises before such taking. Such continuation shall be without prejudice to the rights of Lessor and Lessee individually to recover compensation and damages from the condemnor, but neither Lessor nor Lessee shall have any right to interest in any award made to the other party as a result of such condemnation. If, after such condemnation, the portion of the premises remaining shall be unsuitable or insufficient for the purpose to which they were being put by Lessee prior to the time of such condemnation, Lessee may, upon notice to Lessor, terminate this Lease.

18. Notice: When provided herein, notice shall be mailed to the parties at the following addresses:

LESSOR: 1334 Wolf Avenue
Elkhart, IN 46514

LESSEE: P. O. Box 638
Elkhart, IN 46515

or at such other place as the parties may notify in writing to the other. Delivery of notice shall be sufficient if deposited in regular United States mail, postage prepaid, addressed to the

respective party at the address herein shown. Notice shall begin to run from the time of the postmark indicated on said mail.

19. Successors: The conditions, covenants and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon said respective parties, their heirs, successors, executors, administrators, successors-in-interest and assigns.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their signatures as of the 5-31-84.

LESSOR: Mervin D. Lung

Mervin D. Lung

Dorothy M Lung

Dorothy Lung

LESSEE: MOBILCRAFT WOOD PRODUCTS, INC.

By Thomas G Baer

ATTEST:

Keith V. Kendall

P 111

L E A S E

THIS INDENTURE WITNESSETH THAT: MERVIN D. LUNG and DOROTHY LUNG, his wife, hereinafter referred to as "Lessor", and MOBILCRAFT WOOD PRODUCTS, INC., an Indiana corporation, hereinafter referred to as "Lessee".

FOR AND IN CONSIDERATION of the covenants and agreements hereinafter mentioned, the parties do hereby agree as follows:

1. Premises--Term: Lessor hereby leases to the Lessee the following described premises consisting of 18,000 square feet, to-wit:

> A part of the Southwest Quarter of Section Seven (7), Township Thirty-seven (37) North, Range Five (5), East of the Second Principal Meridian in the City of Elkhart, Elkhart County, Indiana.

together with all structures and improvements thereon, commonly known as 2044 West Lusher Avenue, Elkhart, Indiana, to have and to hold the same unto the Lessee from the 1st day of June, 1984, to and including the 31st day of March, 1986.

2. Purpose: Lessee agrees to use the above described premises for manufacturing, warehouse and office space. Lessee agrees to use the above described premises in a careful, safe and lawful manner without waste and will keep the same in as good order, condition and repair as the same now are or might be put and will so deliver up same at the expiration or termination of this Lease, reasonable use and ordinary wear and tear thereof and damage by fire and other unavoidable casualty excepted.

3. Rental: Lessee agrees and covenants to pay to the Lessor as rental for the said premises for the term of said Lease the total sum of $47,520.00 payable in monthly installments on the 1st day of each month of the term herein, in advance, such payments to be in the amount of $2,160.00 per month, commencing on the 1st day of June 1984. In addition,

thereto, Lessee shall pay all costs of fire and extended coverage insurance in limits of at least $800,000.00 and shall pay all real estate taxes and assessments assessed against the demised premises.

4. Option to Renew: The Lessee shall have the right to renew this lease for an additional term of three (3) years upon the same terms and conditions as contained herein, EXCEPT HOWEVER, the rental for the additional term shall be at 15¢ per foot per month. Lessee shall notify Lessor of its intention to exercise this option by giving Lessor written notice at least thirty (30) days prior to the expiration of the original term.

5. Improvements: It is agreed by the parties hereto that no modifications or alterations are to be made by Lessee unless the express written consent of the Lessor is first had and obtained, which consent will not be unreasonably withheld. All such additions, modifications or alterations consented to by the Lessor are to be made only at the expense of the Lessee; and, Lessee shall hold Lessor free from all liens and encumbrances thereon. Upon the termination of this Lease, said modifications or alterations shall immediately become the property of the Lessor and shall be regarded for all purposes as part of the demised premises. Any and all such additions, alterations and modifications shall be made in accordance with each and every law, ordinance or regulation applicable to the demised premises. Lessee agrees that it will, upon request of the Lessor, put said building back in the same condition as when Lessee took possession, except to the extend that any addition, alteration or modification had been previously consented to by Lessor.

6. Utilities: Lessee further agrees to pay for all utilities used or consumed in the demised premises during the term hereof. The Lessor agrees to sign any and all consents and applications required from the real estate owner by any

utility company, municipality or public authority in connection with the application by Lessee for services furnished by any or all of them. PROVIDED, HOWEVER, that the Lessee shall be required to make all payments to or deposits required by any such utility company, municipality or public authority for any of said services.

7. Maintenance and Repair: The maintenance and repair of the demised premises shall be governed as follows:

(a) Lessee shall maintain and keep in good repair the roof, outside walls and foundation of the demised premises and shall be responsible for the maintenance and repair of all exterior and structural portions of the demised premises, except Lessee shall provide at its own expense, all labor or work or materials or restore said buildings in their former condition resulting from the installation and construction or modifications and alterations.

(b) Lessee shall maintain and keep in good repair all driveways and parking areas.

(c) Lessee shall assume and pay all expenses incurred in the decorating and redecorating of the interior of said premises, including the floor coverings, and shall make any and all other repairs due to the negligence or misuse of said premises by the Lessee.

(d) Lessee shall be responsible for the complete maintenance, repair and replacement of the interior of said buildings, including, but not limited to, plumbing fixtures and lines, electrical wiring, furnace repair, water, light and heat, unless said damage results from the breach of the covenants in 6(a) above.

8. Insurance: Lessee agrees to obtain and maintain in force and effect adequate public liability insurance and agrees to keep and save harmless the Lessor against all penalties, claims or demands of whatsoever nature (excepting those resulting from the acts or omissions of the Lessor), on account of matters covered by public liability, that may be made against them from and after the commencement of this Lease, arising from or growing out of the use of the demised premises, including any failure by the Lessee to keep, perform and observe each and every one of the covenants, agreements and conditions herein contained on its part to be kept, performed and observed.

Lessee shall, upon request, exhibit to the Lessor a policy or policies of insurance evidencing compliance with the foregoing requirement.

9. Prohibited Activities: The Lessee agrees that no trade or occupation shall be carried on upon the demised premises or use made thereof which shall be unlawful or in violation of local laws or ordinances; and no act performed therein which will make void or voidable any fire insurance on said premises.

10. Signs: Lessee shall have the right at all times during the term of this Lease, at its own expense, to erect or cause to be erected such signs upon the demised premises as it deems desirable. PROVIDED, HOWEVER, that no exterior hanging signs shall be so erected without the consent of the Lessor. The erection and maintenance of any and all such signs shall be in conformity with the requirements of law and local regulations. The Lessee hereby covenants and agrees to save, hold and keep the Lessor and the demised premises, whole, free, harmless from and indemnified against any and all claims, demands, penalties, liabilities, judgments, costs, attorney's fees arising out of or growing out of any damage to persons or property resulting from the use or maintenance of any and all such signs; Lessee shall include insurance coverage against such liability within the liability insurance required of it under the provisions hereof and furnish evidence of such insurance as requested.

11. Damage or Destruction of Demised Premises: That in case said premises shall be rendered untenantable by fire or other casualty, such shall not terminate or give cause for termination of this Lease, and Lessor may, within thirty (30) days, elect to repair the same, said repairs to be completed within sixty (60) days from said fire or casualty; and, on said premises being redelivered to the Lessee in their previous condition, the rent shall thereupon be resumed, but should Lessor fail to so

elect to repair, then Lessee may terminate this Lease without any liability on the part of either party; but this shall not release Lessee from the payment of any rent that was due and owing at the time of such damage or destruction; and, if rent was paid in advance at the time of such damage or destruction, then Lessee shall have a pro-rata refund as of the date of such damage or destruction. In case or partial damage or destruction so that a portion of the leased premises remains tenantable, rent shall abate in an amount based on the ability of Lessee to continue operations in the portion of the demised premises not damaged by the fire or other casualty. If Lessor fails to repair, Lessee may terminate this Lease without any liability on the part of either party; but this shall not release Lessee from the payment of any rent that was due and owing at the time of such damage or destruction; and, if rent was paid in advance at the time of such damage or destruction, Lessee shall have a pro-rata refund as of the date of such damage or destruction.

12. Lessor's Rights: The Lessee further covenants and agrees that the Lessor or his agents may at all reasonable times enter upon said premises to view the condition of the same or to make such repairs or alterations as Lessor may be required to make or may deem necessary for the safety, improvement or preservation of said premises.

13. Sublease and Assignment: Lessee shall not sublet the demised premises or assign this Lease without the written consent of Lessor, which consent will not be unreasonably withheld; but such subletting or assignment consented to by Lessor shall not relieve Lessee from the primary liability of this Lease.

14. Default: That if default shall at any time be made by the Lessee in the payment of the rent hereby reserved, or any installment thereof, which default shall remain uncured for ten (10) days following receipt of notice from the Lessor

to Lessee of his intention so to do, or if default shall be made in any of the other covenants herein contained to be kept, observed and performed by the Lessee, or if the leasehold interest shall be levied on under execution, or if any assignment of Lessee's property shall be made for the benefit of creditors, and any such default or other situation shall remain uncured for thirty (30) days following receipt of notice from the Lessor to the Lessee of its intention so to do, then the Lessor may, at his option, at once and without further notice to the Lessee or to any other person terminate this Lease. Upon any such termination of the Lease at the option of the Lessor having been so exercised or at the expiration by lapse of time of the term hereby demised, the Lessee will at once surrender possession of said premises to the Lessor and remove all of his effects therefrom; and, if such possession be not immediately surrendered, the Lessor may forthwith re-enter said premises and repossess the same and remove all persons and effects therefrom, using such force as may be necessary without being deemed guilty of any manner of trespass or forcible entry or detainer. And, except for such periods heretofore so provided, intended as a grace period against forfeiture from any such default, the Lessee expressly waives service of any notice of intention to terminate this Lease or to re-enter said premises, and waives the service of any demand for payment of rent or for possession and waives the service of any and every other notice or demand prescribed by statute or other law, and agrees that the simple breach of any of the said covenants so remaining uncured shall, of itself, without the service of any further notice or demand whatever, constitute a forcible detainer by the Lessee of said premises. No receipt of moneys by the Lessor from the Lessee, after the termination of this Lease, or after the giving of any notice, shall reinstate, continue or extend the term of this Lease or affect any notice given to the Lessee prior to the re-

ceipt of such money, it being agreed that after the service of notice or the commencement of a suit, or after final judgment for possession of said premises, the Lessor may receive and collect any amount due; and, the payment of same shall not waive or affect said notice, said suit or said judgment. If the Lessee shall not remove said effects from said premises, as above agreed, the Lessor may, at his option, remove the same or any of the same in any manner that the Lessor shall choose, and store the same, without liability to the Lessee for loss thereof, and the Lessee will pay the Lessor, on request, any and all expenses incurred in such removal and also storage on said effects for any length of time during which the same shall be in the Lessor's possession; or the Lessor may, at his option, without notice, sell the said effects or any of the same for such price as the Lessor may deem best and apply the proceeds of such sale upon any amounts due under this Lease drom the Lessee to the Lessor, including the expenses of the removal and sale.

15. Right of First Refusal: If Lessor shall offer for sale the leased premises, he shall first offer the same to Lessee. If Lessor shall receive an offer to purchase from a bona fide purchaser, he shall transmit a copy of said offer to Lessee. Lessee shall have thirty (30) days from the receipt of a copy of said offer within which to purchase the premises upon the same terms and conditions as in the offer contained. If Lessee fails to give Lessor notice of its intention to purchase upon said terms witin the thirty (30) day period, Lessor shall have the right to sell, free of any right granted to Lessee, pursuant to this paragraph.

16. General Conditions: Lessee stipulates and agrees that it has inspected the premises herein leased and that the same are in good condition and further agrees that it will maintain the buildings situate thereon in the same condition as they now are and will deliver the same to the Lessor upon the term-

ination of this Lease. In accordance with paragraph 12, Lessor reserves the right to inspect said premises at all reasonable times. Lessor shall not be liable for any damage to fixtures or merchandise of Lessee or for any damage resulting from the interruption of Lessee's business caused by fire or other insurance hazards, whether or not attributable to the negligence of Lessor; and, Lessee does hereby expressly release Lessor and those holding by, through or under Lessor by subrogation or otherwise, of and from any and all liability for such damage.

17. Condemnation: If all or any part of the premises be condemned by any legally constituted authority, then this Lease shall continue at a rental which shall be that proportion of the rental payable immediately before such condemnation that the market value of the premises after the taking bears to the market value of such premises before such taking. Such continuation shall be without prejudice to the rights of Lessor and Lessee individually to recover compensation and damages from the condemnor, but neither Lessor nor Lessee shall have any right to interest in any award made to the other party as a result of such condemnation. If, after such condemnation, the portion of the premises remaining shall be unsuitable or insufficient for the purpose to which they were being put by Lessee prior to the time of such condemnation, Lessee may, upon notice to Lessor, terminate this Lease.

18. Notice: When provided herein, notice shall be mailed to the parties at the following addresses:

LESSOR: 1334 Wolf Avenue
Elkhart, IN 46514

LESSEE: P. O. Box 638
Elkhart, IN 46515

or at such other place as the parties may notify in writing to the other. Delivery of notice shall be sufficient if deposited in regular United States mail, postage prepaid, addressed to the

respective party at the address herein shown. Notice shall begin to run from the time of the postmark indicated on said mail.

19. Successors: The conditions, covenants and agreements in this Lease contained to be kept and performed by the parties hereto shall be binding upon said respective parties, their heirs, successors, executors, administrators, successors-in-interest and assigns.

IN WITNESS WHEREOF, the Lessor and Lessee have hereunto set their signatures as of the 5-31-84.

LESSOR: Mervin D. Lung

Mervin D. Lung

Dorothy Lung

Dorothy Lung

LESSEE: MOBILCRAFT WOOD PRODUCTS, INC.

By Thomas G Baer

Vice President, Operations

ATTEST:

Keith V. Kenbel

1910-2044 LUSHER

Luke E.

COMMERCIAL LEASE

THIS INDENTURE WITNESSETH, That MERVIN LUNG BUILDING COMPANY, INC., an Indiana corporation with principal offices in Elkhart County, Indiana, hereinafter referred to as "LESSOR", leases to PATRICK INDUSTRIES, INC., an Indiana corporation with principal offices in Elkhart County, Indiana, hereinafter referred to as "LESSEE", for and in consideration of the covenants and agreements hereinafter mentioned, that real estate located in Elkhart County, Indiana, and more particularly described on Exhibit "A" attached hereto and made a part hereof, to have and to hold unto the Lessee from April 1, 1989, to and including March 31, 1994, and the Lessee in consideration of said grant does hereby covenant and agree with the Lessor as follows:

1. That Lessee represents it will use said premises for manufacturing, warehousing and office purposes only, all in conformity with applicable ordinances, laws and regulations.

2. Lessee will pay as basic rent for said premises during the first thirty-six (36) months of the lease the sum of Eight Hundred Eighty-nine Thousand Seven Hundred Seventy-six ($889,776.00) Dollars to Lessor at such place as the Lessor from time to time hereafter may designate in writing in equal monthly installments of Twenty-four Thousand Seven Hundred Sixteen ($24,716.00) Dollars commencing on the 1st day of April, 1989, and on the first (1st) day of each succeeding month thereafter to and including the 1st day of March, 1992.

Rent for the period commencing April 1, 1992, and ending March 31, 1994, shall be adjusted upward by an amount equal to the total percentage accumulated change

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in the Consumer Price Index (the "CPI") occurring during the first thirty-six (36) months of the lease provided that, in no event shall said increase exceed one hundred twenty (120%) percent of the total basic rent for the first thirty-six (36) months of the lease.

For the purposes of computing said basic rent for the period April 1, 1992, and ending March 1, 1994, the Base Index CPI shall, for all purposes, be the Base Index = All Items, United States Consumer Price Index published by the United States Department of Labor for the month of April, 1989. The Current Index Number shall be the similar number from the same or similar publication published for the thirty-sixth (36th) month of the term of the lease.

To determine the basic rent increase, the Current Index Number shall be divided by the Base Index Number, and the resultant amount above the numeral one (1), if any, multiplied by Twenty-four Thousand Seven Hundred Sixteen ($24,716.00) Dollars shall be deemed for all purposes to be the monthly basic rent for the final twenty-four (24) months of the lease.

Notwithstanding anything to the contrary contained herein, monthly basic rent for the period commencing April 1, 1992, and ending March 1, 1994, shall not be less than monthly basic rent for the first thirty-six (36) months of the lease irrespective of the percentage of change in said CPI.

The computation shall be made as soon after the expiration of the thirty-sixth (36th) month of the lease as practical, and adjustments in the rent shall be made effective with the rent installment due April 1, 1992. If said computation cannot be made until sometime thereafter, Lessee shall continue to pay the basic rental in the same manner as for the first thirty-six (36) months and make

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up the deficiency, if any, in basic rent the month following the completion of said computation.

Lessee shall further pay as additional rent (a) all real estate taxes levied and/or assessed against the leased premises by the State of Indiana and/or any political subdivision thereof commencing with the installment of said taxes first payable during the term of the lease and ending with the installment of taxes last payable during the term of the lease and (b) all insurance premiums for fire, extended coverage and hazard insurance on the improvements located on the leased premises when and as the same fall due during the term commencing on the effective date of this Lease, said insurance to be in the amounts and with the limits of liability as hereinafter stated.

3. Lessee has examined and knows the condition of said premises and has received the same in good order and repair. No representations as to the condition of repair thereof have been made by the Lessor or his representative, prior to or at the execution of this Lease that are not herein expressed or endorsed hereon and that Lessee will keep the interior and exterior of said premises in good repair, including the roof, foundation and walls, replacing all broken glass with glass of the same size and quality as that broken, and will keep said premises and appurtenances, as well as all eaves, down-spouting, catch basins, drains, stools, lavatories, sidewalks, adjoining alleys and all other facilities and equipment in connection with said premises, in a clean and healthy condition, according to the city ordinances, and the direction of the proper public officers, during the term of this Lease, at its own expense; and upon termination of this Lease in any way, will yield up said premises to Lessor in good condition and repair (loss by

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fire and ordinary wear excepted) and will deliver the keys to Lessor.

4. Lessor shall not be liable for damages caused by failure to keep said premises in repair and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting or leaking of plumbing or heating fixtures or waste or soil pipe existing in connection with said building or premises, nor for damage occasioned by water, snow or ice being upon said sidewalks or coming through the roof, skylight, trap door or otherwise, nor for any damages arising from negligence of co-tenants or other occupants of the same building, or the agents, employees or servants of any of them, or of any owners or occupants of adjacent or contiguous property.

5. Lessor shall not be liable for any injury to the Lessee or any other person, occurring on, adjacent to or in front of said premises, irrespective of whether said injury is caused by a defect in said premises or by reason of said premises becoming out of repair or arising from any other cause whatsoever, and the Lessor shall not be liable for damage to Lessee's property or to the property of any other person which may be located in or upon said premises and the Lessee agrees to indemnify and save harmless the Lessor from any and all claims arising out of injuries to persons or property occurring on or about said premises.

During the term of this lease the Lessee shall maintain at its expense, for the benefit of Lessor and Lessee and naming both Lessor and Lessee as insured parties, liability insurance with limits of not less than Five Hundred Thousand ($500,000.00) Dollars per injury, One Million ($1,000,000.00) Dollars per occurrence and Five Hundred Thousand ($500,000.00) Dollars property damage. Lessee shall deliver from time to time during

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the term of this Lease to Lessor evidence of the existence of such liability insurance.

6. Lessee shall further maintain at its sole expense for the benefit of Lessor during the entire term of this Lease fire, extended coverage and hazard insurance on the improvements now located on the leased premises in an amount equal to the insurable replacement cost of said premises. Lessee shall further deliver to Lessor certificates of insurance issued by the insuror of said improvements and from time to time when and as the premiums on said insurance become due and payable shall further provide Lessor with evidence of the payment of said premiums.

In the event Lessee shall construct or erect any further improvements upon said leased premises and/or make any additions or alterations to the existing improvements located upon said premises during the term of this lease, Lessee, at its expense, shall insure said additional improvements or additions to present improvements in an amount not less than the costs of such further improvements or additions.

7. The parties agree that Lessee may sublet all or any portion of said premises during the term of this Lease only with the prior written consent of Lessor; provided, however, that Lessee shall deliver copies of any such permitted subleases within five (5) days after the execution thereof and provided, further, that Lessee shall not grant any rights to any such subtenant in excess of the rights and duties granted Lessee herein.

8. Lessee shall not assign this Lease or any part thereof without the written consent of the Lessor first had and obtained, and will not permit any transfer by operation of law of any interest in said premises acquired through this Lease and will not permit said premises to be used for any unlawful purpose or purposes which will injure the reputation of the same or of the

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building of which it is a part, nor disturb the tenants of such building or of the neighborhood.

9. No alterations, changes or additions in said leased premises shall be made without first submitting written plans and specifications for the same to the Lessor and obtaining his written consent to make the same. Lessor shall not unreasonably withhold his consent. In the event of any such remodeling, alterations or additions, Lessee shall make the same at its own expense and shall promptly pay for all materials and labor involved in making the same. Lessee shall not permit any liens or claims or demands of any nature to exist against the Lessor or the leased premises. In the event any lien, claim or demand of any action for enforcing the same shall be filed or made against the Lessor or said premises, the Lessee shall defend the same at its own expense and Lessee hereby agrees to indemnify and hold harmless the Lessor from any and all liability or expense arising by virtue of such claim, demand or lien or the defense of any action filed to enforce the same. Any such alterations, changes or additions shall, when made, become a part of the leased premises and remain thereon as the property of the Lessor at the termination of said Lease at the option of the Lessor, and if the Lessor shall require the Lessee to restore the premises or any portion thereof to the original condition in which it was before this Lease is executed, then the Lessee shall restore said premises or portion to such condition at its own expense, and all of the provisions of this Lease with reference to such restoration contracts, liens, demands and expenses shall apply to said restoration as well as the original alterations. Upon the expiration of this Lease, Lessee shall be entitled to remove its trade fixtures and equipment provided that Lessee shall, at its

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sole expense, restore said premises to good condition after such removal.

10. Lessee shall allow Lessor free access to the premises for the purpose of examining or exhibiting the same and also to allow the Lessor, within forty-five (45) days of the termination of this Lease, to place upon said premises "For Sale" or "For Rent" signs.

11. Lessee shall promptly pay and discharge all store license taxes and all general personal property taxes or special license fees that may be assessed or levied by any lawful authority against the property of Lessee or any subtenants on, against or by virtue of the business conducted in or on the demised premises during the term of this Lease.

12. Lessee shall promptly pay (in addition to the rents above specified) all water, sewerage, electric, power, gas and heating bills taxed, levied or charged against the premises for and during the entire term of this Lease.

13. Lessee covenants that should it make default in its agreement to pay the rent above provided to be paid, or any part thereof, or in any of the other covenants and agreements herein contained, it will at once deliver peaceable possession of said premises to the Lessor, and failing to do so, it shall be lawful for the Lessor, its successors or assigns, without notice, to declare the said term ended, and to re-enter said demised premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee, or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and use said premises as before this demise, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants.

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14. That after the service of notice, or the commencement of a suit, or after final judgment for possession of said premises, Lessor may receive and collect any rent due and the payment of said rent shall not waive or affect said notice, said suit or said judgment.

15. If the Lessee shall make any assignment for the benefit of creditors or if a receiver is appointed for the Lessee or its assets or of the Lessee's interest under this Lease, and if the appointment of a receiver is not vacated within five (5) days, or if a voluntary or involuntary petition is filed by or against Lessee under the Bankruptcy Act, the Lessor may, upon giving the Lessee ten (10) days notice of such election, either terminate Lessee's right to the possession of the demised premises or terminate this Lease as in the case of a violation by the Lessee of any of the terms, covenants or conditions of this Lease.

16. It is agreed by the parties hereto that in the event Lessee is declared bankrupt or voluntarily offers to creditors terms of composition or in case a receiver is appointed to take charge of and conduct the affairs of the Lessee, then Lessor shall have the right of immediate possession of said premises.

17. That in case said premises shall be so injured by fire, windstorm or other catastrophe as to be rendered untenantable, within thirty (30) days thereafter, it shall be optional with the Lessor only to terminate the Lease by written notice at the end of such thirty (30) days, in which case rent shall be paid at the agreed rate above provided up to the time of such fire; but in case such injuries are repaired and the premises rendered tenantable within thirty (30) days, the right to terminate this Lease for such cause shall not exist; provided, that nothing herein contained shall relieve the Lessee from

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liability for rent or damages where such damage or destruction shall be caused by the carelessness, negligence or improper conduct of the Lessee, its agents or servants.

18. It is expressly agreed that no waiver nor apparent waiver, nor the failure of Lessor to require strict performance of any condition, covenant or agreement shall estop the Lessor from enforcing such condition, covenant or agreement, nor any other condition, covenant or agreement shall at any time be implied.

19. At the expiration of this Lease, by lapse of time or otherwise, Lessee will yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages for each day such possession is withheld, a sum equal to two (2) times the per diem rental; but the provisions of this clause shall not be held as a waiver by Lessor of any rights of re-entry as herein set forth, nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, for any breach of any of the covenants herein.

20. It is also agreed that the Lessee shall pay and discharge all reasonable costs, attorney's fees and expenses which shall be made and incurred by the Lessor in enforcing the covenants and agreements of this Lease, including the agreement to deliver possession for any reason herein provided, and all the parties to this Lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to their respective heirs, executors, administrators, successors and assigns, and the terms "Lessor" and "Lessee" shall embrace all of the parties hereto irrespective of number or gender.

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21. It is agreed that all payments herein provided to be made shall be made without relief from valuation or appraisement laws, and all payments required to be made at the time due shall bear interest at the rate of eighteen (18%) percent per annum, from date of delinquency.

22. Each of said parties do each herewith and hereby release and relieve the other and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils of fire, explosion or other peril described in the "Extended Coverage" insurance endorsement approved for use in the state where the above property is located, which occurs in, on or about the said premises, whether due to the negligence of any of said parties, their agents or employees or otherwise.

23. In the event the leased premises or any portion thereof shall be acquired or condemned by eminent domain for any public or quasi-public use or purposes, Lessor may terminate this lease in which event said lease shall terminate and cease on the date upon which the condemning authority shall take possession of the leased premises so condemned. Lessee shall continue to perform the obligations imposed upon it by the terms of this Lease until said date.

Further, in the event of any such acquisition or condemnation by eminent domain, Lessee shall have no claim against the Lessors or the condemning authority for the value of the unexpired term of this Lease and Lessee shall not be entitled to any part of the award paid for the condemnation or acquisition of the leased premises, it being agreed that Lessor shall be entitled to receive the full amount of such award and it being further agreed that Lessee hereby expressly waives any right or claim against any portion of said award. Lessee shall have the

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right to claim and recover from the condemning authority, but not from the Lessor, such compensation as may be separately awarded or recoverable by the Lessee in Lessee's own right on account of any and all damages to Lessee's business by reason of such acquisition or condemnation and for or on account of any cost to which Lessee might be put in removing Lessee's equipment, fixtures, inventory and other property from the leased premises.

24. To the best of the knowledge of Lessor after due inquiry, (a) the Lessor's premises have never been used by previous owners or occupants or by the Lessor to generate, manufacture, refine, transport, treat, store, handle or dispose of any toxic material, hazardous substances or hazardous waste including, but not limited to, asbestos or asbestos-containing materials, polychlorinated biphenyls (PCB's), solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot fumes, acids, alkalis and chemicals (hereinafter collectively referred to as "Hazardous Waste"); (b) that no underground storage tanks have been installed on the leased premises other than by or for the benefit of Lessee or of which the Lessee has knowledge; (c) the Lessor has not received a summons, citation, directive, letter or other communication, written or oral, from any state agency or the United States Government concerning the premises or any intentional or unintentional action or omission on the Lessor's part as a result of the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of hazardous waste into waters or onto lands of the State of Indiana, or into waters outside the jurisdiction of the State of Indiana; (d) the Lessor has not caused nor permitted to exist, as a result of an intentional or unintentional act or omission on its part, a releasing, spilling, leaking, pumping, emitting,

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pouring, emptying or dumping of any hazardous waste into waters or onto lands of the State of Indiana, or into waters outside the jurisdiction of the State of Indiana unless said release, spill, leak, etc., is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal or state governmental authorities.

25. The Lessee shall not cause, permit nor allow, as a result of any intentional or unintentional act or omission on its part, the leased premises to be used to generate, manufacture, refine, transport, treat, store, handle or dispose of any hazardous waste or cause, permit or allow to exist, as a result of any intentional or unintentional act or omission on its part, a releasing, spilling, leaking, pumping, emitting, pouring, emptying or dumping of any hazardous waste into waters or onto lands unless said release, spill, leak, etc., is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal or state governmental authorities. Further, in the event Lessee or Lessor shall receive any summons, citation, directive, letter or other communication, written or oral, from any state agency or the United States Government concerning the leased premises and any act or omission relating thereto, Lessee, at its sole expense, shall comply with and correct any deficiency set forth in said summons, citation, directive, letter or other communication.

26. Lessee further agrees to indemnify and hold harmless the Lessor, its directors, officers, employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns from and against any and all claims, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and claims arising out of loss of life, injury to persons, property or business or damage to natural resources) in connection with the activities of

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the Lessee, its predecessors in possession, third parties who have trespassed on the premises, or parties in contractual relationship with it, or any of them, whether or not occasioned wholly or in part by any condition, accident or event caused by an intentional or unintentional act or omission of the Lessee, which arises out of: (a) the actual, alleged or threatened releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of a hazardous waste into waters or onto lands; (b) the use, specification or inclusion of any hazardous waste on the premises or the failure to detect the same. The Lessee shall bear, pay and discharge, as and when the same become due and payable, any and all such judgments or claims for damages, penalties or otherwise, against the opposite party, shall hold the opposite party harmless for those claims, losses, damages, liabilities, costs and expenses, and shall assume the burden and expense of defending all suits, administrative proceedings and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of any of the occurrences set forth in this paragraph.

27. At the expiration of the initial term of the Lease, Lessee shall have the option to renew the Lease for an additional thirty-six (36) months, commencing April 1, 1994 and ending March 31, 1997. All provisions of the Lease for the renewal term shall be the same as for the initial term of the Lease as the same are applicable for the renewal term, excepting that basic rent for the renewal term shall be renegotiated by and between the parties prior to the commencement of said renewal term. Notice of exercise of said option to renew shall be given by the Lessee to the Lessor on or before December 31, 1993. The parties shall use their best efforts to agree upon rent for the renewal term to be

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agreed on or before January 31, 1994. In the event the parties are unable to agree upon basic rent for the renewal term of the Lease on or before said date, said rent shall be determined in a manner similar to the determination of rent for the last twenty-four (24) months of the initial term of the Lease, provided that in no event shall rent for the renewal term exceed 140% of the basic rent for the first thirty-six (36) months of the initial term of the Lease.

28. Additionally, Lessee shall have the option to purchase the leased premises at the expiration of either the initial or renewal terms of the lease. Lessee shall give notice of its intent to exercise said option to purchase by giving Lessor notice of such intention at least six (6) months prior to the expiration of the initial or renewal term as the case may be. In no event shall the Lessee be entitled to exercise its option to purchase the leased premises at the expiration of the renewal term, in the event Lessee does not exercise its option to renew said Lease.

29. The purchase price for the real estate shall be the average of two (2) appraisals prepared by real estate appraisers whose offices are located in Elkhart County, Indiana. Both of whom shall be licensed real estate brokers or certified appraisers doing business in the State of Indiana.

30. The conveyance of said real estate shall be effective on the first day of the month following the expiration of the original renewal term of the Lease, as the case may be and Lessor shall convey the real estate to the Lessee by warranty deed, free and clear of all liens, encumbrances, covenants, agreements and restrictions, excepting those which may be of record on the date of the execution of this Lease, and said conveyance shall be subject to taxes and assessments of

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record, zoning ordinances and regulations and laws, ordinances and regulations relating to abutting streets, roads, alleys or highways.

31. Within thirty (30) days after receipt of notice of exercise of said option, Lessor shall furnish Lessee, at Lessor's expense, with a preliminary policy of title insurance showing marketable title to the real estate in the name of the Lessor and shall further provide the Lessee with a survey prepared to American Land Title Association standards for surveys sufficient to cause the waiver of survey exceptions by the title insurance carrier.

32. Lessee agrees that it shall accept the land and improvements thereon in an as is condition at the time of the exercise of the option and further agrees that Lessor makes no warranties, expressed or implied, as to the condition of said leased premises. Specifically excluded from this sale and purchase transaction, are the implied warranties of merchantability, fitness for a particular purpose and habitability.

33. Nothing herein contained shall be construed as prohibiting Lessor from assigning its right, title and interest in and to the leased premises, subject to the terms of this Lease, to any third party.

34. Until further notice in written form is given by either of the parties hereto, all notices and/or rent to be delivered to the opposite party shall be mailed as follows:

TO LESSOR:

Mervin Lung Building Company, Inc.
2301 West Lexington Avenue
Elkhart, Indiana 46514

TO LESSEE:

Patrick Industries, Inc.
1800 South 14th Street
P. O. Box 638
Elkhart, IN 46515

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35. Lessor covenants and agrees that so long as Lessee shall perform all of the terms, conditions, covenants and agreements to be kept by Lessee, Lessee shall have the quiet enjoyment of the leased premises.

36. The parties agree that a memorandum of lease in form attached hereto and made a part hereof as Exhibit "B" may be recorded in the records of Elkhart County, Indiana.

37. This lease is executed by the duly authorized officers of the Lessee and Lessor for an on behalf of said parties, and the persons executing this lease for and on behalf of the Lessee or the Lessor acknowledge and state that they have full power and authority to execute this lease pursuant to law, the by-laws of their respective corporations and authority of said corporation's board of directors.

Dated effective this 1st day of April, 1989.

MERVIN LUNG BUILDING COMPANY, INC.,
an Indiana corporation

ATTEST:

Judy LeMond

Judy LeMond, Assistant Secretary

By: Mervin D. Lung

Mervin D. Lung, President

[LESSOR]

PATRICK INDUSTRIES, INC.
an Indiana corporation

ATTEST:

Keith V. Kankel

Keith V. Kankel,
Secretary/Treasurer

By: Thomas G. Baer

Thomas G. Baer, Vice President - Operations

[LESSEE]

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared Mervin D. Lung and Judy LeMond, the President and Assistant Secretary respectively, of MERVIN LUNG BUILDING COMPANY, INC., an

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Indiana corporation, and acknowledged the execution of the above and foregoing Commercial Lease for and on behalf of said corporation in their respective representative capacity, being authorized by it so to do.

WITNESS my hand and Notarial Seal this 19th day of May, 1989.

Wanda S. Wyrick, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:
May 29, 1989

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared Thomas G. Baer and Keith V. Kankel, the Vice President - Operations and the Secretary/Treasurer, respectively, of PATRICK INDUSTRIES, INC., an Indiana corporation, and acknowledged the execution of the above and foregoing Commercial Lease for and on behalf of said corporation in their respective representative capacity, being authorized by it so to do.

WITNESS my hand and Notarial Seal this 19th day of May, 1989.

Wanda S. Wyrick, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:
May 29, 1989

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Exhibit "A"

Real Estate Description

TRACT ONE:

A part of the Southwest Quarter (SW¼) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd PM) in the City of Elkhart, Elkhart County, Indiana.

Commonly described as: 2024½ W. Lusher Ave., Elkhart, IN 46517

TRACT TWO:

A part of the Southwest Quarter (SW¼) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd PM) in the City of Elkhart, Elkhart County, Indiana.

Commonly described as: 1910-1926 W. Lusher Ave., Elkhart, IN 46517

TRACT THREE:

A part of the Southwest Quarter (SW¼) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd PM) in the City of Elkhart, Elkhart County, Indiana.

Commonly described as: 2044 W. Lusher Ave., Elkhart, IN 46517

TRACT FOUR:

A part of the Southwest Quarter (SW¼) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd PM) in the City of Elkhart, Elkhart County, Indiana.

Commonly described as: 1930 W. Lusher Ave., Elkhart, IN 46517

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared Mervin D. Lung and Judy LeMond, the President and Assistant Secretary respectively, of MERVIN LUNG BUILDING COMPANY, INC., an Indiana corporation, and acknowledged the execution of the above and foregoing Memorandum of Lease for and on behalf of said corporation in their respective representative capacity, being authorized by it so to do.

WITNESS my hand and Notarial Seal this _____ day of _____, 1989.

_____
Wanda S. Wyrick, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:
May 29, 1989

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, a Notary Public in and for said County and State, personally appeared Thomas G. Baer and Keith V. Kankel, the Vice President - Operations and the Secretary/Treasurer, respectively, of PATRICK INDUSTRIES, INC., an Indiana corporation, and acknowledged the execution of the above and foregoing Memorandum of Lease for and on behalf of said corporation in their respective representative capacity, being authorized by it so to do.

WITNESS my hand and Notarial Seal this _____ day of _____, 1989.

_____
Wanda S. Wyrick, Notary Public
Residing in Elkhart County, Indiana

My Commission Expires:
May 29, 1989

THIS INSTRUMENT WAS PREPARED BY ROBERT A. PFAFF, ATTORNEY AT LAW.

PFAFF
AND
BROTHERSON
ATTORNEYS AT LAW
317 WEST HIGH STREET
P O BOX 507
ELKHART, INDIANA 46515
(219) 294-5421

MEMORANDUM OF LEASE

MERVIN LUNG BUILDING COMPANY, INC., an Indiana corporation with principal offices in Elkhart County, Indiana, hereinafter referred to as "LESSOR," and PATRICK INDUSTRIES, INC., an Indiana corporation with principal offices in Elkhart County, Indiana, hereinafter referred to as "LESSEE," hereby agree as follows:

1. Lessor hereby leases to Lessee that real estate located in Elkhart County, State of Indiana, more particularly described on Exhibit "A" attached hereto and made a part hereof for a term of five (5) years commencing April 1, 1989, and ending March 31, 1994.

2. This Memorandum of Lease is subject to all of the terms and provisions of a certain Lease entered into between the parties effective the 1st day of April, 1989, all of the provisions of which are incorporated herein and made a part hereof with the same force and effect as if fully set out herein.

Dated effective this 1st day of April, 1989.

MERVIN LUNG BUILDING COMPANY, INC.,
an Indiana corporation

ATTEST:

_____ By: _____
Judy LeMond, Assistant Secretary — Mervin D. Lung, President

[LESSOR]

PATRICK INDUSTRIES, INC.
an Indiana corporation

ATTEST:

_____ By: _____
Keith V. Kankel, Secretary/Treasurer — Thomas G. Baer, Vice President - Operations

[LESSEE]

EXHIBIT "B"

PFAFF
AND
ROTHERSON
ATTORNEYS AT LAW
317 WEST HIGH STREET
P O BOX 507
ELKHART, INDIANA 46515
(219) 294-5421

Exhibit "A"

Real Estate Description

TRACT ONE:

A part of the Southwest Quarter (SW¼) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd PM) in the City of Elkhart, Elkhart County, Indiana.

Commonly described as: 2024½ W. Lusher Ave., Elkhart, IN 46517

TRACT TWO:

A part of the Southwest Quarter (SW¼) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd PM) in the City of Elkhart, Elkhart County, Indiana.

Commonly described as: 1910-1926 W. Lusher Ave., Elkhart, IN 46517

TRACT THREE:

A part of the Southwest Quarter (SW¼) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd PM) in the City of Elkhart, Elkhart County, Indiana.

Commonly described as: 2044 W. Lusher Ave., Elkhart, IN 46517

TRACT FOUR:

A part of the Southwest Quarter (SW¼) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd PM) in the City of Elkhart, Elkhart County, Indiana.

Commonly described as: 1930 W. Lusher Ave., Elkhart, IN 46517

COMMERCIAL LEASE

THIS INDENTURE WITNESSETH, That MERVIN LUNG BUILDING COMPANY, INC., an Indiana corporation with principal offices in St. Joseph County, Indiana, hereinafter referred to as "LESSOR", leases to PATRICK INDUSTRIES, INC., an Indiana corporation with principal offices in Elkhart County, Indiana, hereinafter referred to as "LESSEE", for and in consideration of the covenants and agreements hereinafter mentioned, that real estate located in Elkhart County, Indiana, and more particularly described on Exhibit "A" attached hereto and made a part hereof, to have and to hold unto the Lessee from April 1, 1994, to and including March 31, 1999, and the Lessee in consideration of said grant does hereby covenant and agree with the Lessor as follows:

1. That Lessee represents it will use said premises for manufacturing, warehousing and office purposes only, all in conformity with applicable ordinances, laws and regulations.

2. Lessee will pay as basic rent for said premises during the first thirty-six (36) months of the lease the sum of One Million Eight Hundred Thirty-six ($1,000,836.00) Dollars to Lessor at such place as the Lessor from time to time hereafter may designate in writing in equal monthly installments of Twenty Seven Thousand Eight Hundred One ($27,801.00) Dollars commencing on the 1st day of April, 1994, and on the first (1st) day of each succeeding month thereafter to and including the 1st day of March, 1997.

Rent for the period commencing April 1, 1997, and ending March 31, 1999, shall be adjusted upward by an amount equal to the total percentage accumulated change

in the Consumer Price Index (the "CPI") occurring during the first thirty-six (36) months of the lease provided that, in no event shall said increase exceed one hundred twenty (120%) percent of the total basic rent for the first thirty-six (36) months of the lease.

For the purposes of computing said basic rent for the period April 1, 1997 and ending March 1, 1999, the Base Index CPI shall, for all purposes, be the Base Index = All Items, United States Consumer Price Index published by the United States Department of Labor for the month of April, 1994. The Current Index Number shall be the similar number from the same or similar publication published for the thirty-sixth (36) month of the term of the lease.

To determine the basic rent increase, the Current Index Number shall be divided by the Base Index Number, and the resultant amount above the numeral one (1), if any, multiplied by Twenty-seven Thousand Eight Hundred One ($27,801.00) Dollars shall be deemed for all purposes to be the monthly basic rent for the final twenty-four (24) months of the lease.

Notwithstanding anything to the contrary contained herein, monthly basic rent for the period commencing April 1, 1997, and ending March 1, 1999, shall not be less than monthly basic rent for the first thirty-six (36) months of the lease irrespective of the percentage of change in said CPI.

The computation shall be made as soon after the expiration of the thirty-sixth (36th) month of the lease as practical, and adjustments in the rent shall be made effective with the rent installment due April 1, 1997. If said computation cannot be made until sometime thereafter, Lessee shall continue to pay basic rental in the same manner as for the first thirty-six (36) months and make

up the deficiency, if any, in basic rent the month following the completion of said computation.

Lessee shall further pay as additional rent (a) all real estate taxes levied and/or assessed against the leased premises by the State of Indiana and or/any political subdivision thereof commencing with the installment of said taxes first payable during the term of the lease and ending with the installment of taxes last payable during the term of the lease and (b) all insurance premiums for fire, extended coverage and hazard insurance on the improvements located on the leased premises when and as the same fall due during the term commencing on the effective date of this Lease, said insurance to be in the amounts and with the limits of liability as hereinafter stated.

3. Lessee has examined and knows the condition of said premises and has received the same in good order and repair. No representations as to the condition of repair thereof have been made by the Lessor or his representative, prior to or at the execution of this Lease that re not herein expressed or endorsed hereon and that Lessee will keep the interior and exterior of said premises in good repair, including the roof, foundation and walls, replacing all broken glass with glass of the same size and quality as that broken, and will keep said premises and appurtenances, as well as all eaves, down-spouting, catch basins, drains, stools, lavatories, sidewalks, adjoining alleys and all other facilities and equipment in connection with said premises, in a clean and healthy condition, according to the city ordinances, and the direction of the proper public officers, during the term of this Lease, at its own expenses; and upon termination of this Lease in any way, will yield up said premises to Lessor in good condition and repair (loss by

fire and ordinary wear excepted) and will deliver the keys to Lessor.

4. Lessor shall not be liable for damages caused by failure to keep said premises in repair and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting or leaking of plumbing or heating fixtures or waste or soil pipe existing in connection with said building or premises, nor for damage occasioned by water, snow or ice being upon said sidewalks or coming through the roof, skylight, trap door or otherwise, nor for any damages arising from negligence of co-tenants or other occupants of the same building, or the agents, employees or servants of any of them, or of any owners or occupants of adjacent or contiguous property.

5. Lessor shall not be liable for any injury to the Lessee or any other person, occurring on, adjacent to or in front of said premises, irrespective of whether said injury is caused by a defect in said premises or by reason of said premises becoming out of repair or arising from any other cause whatsoever, and the Lessor shall not be liable for damage to Lessee's property or to the property of any other person which may be located in or upon said premises and the Lessee agrees to indemnify and save harmless the Lessor from any and all claims arising out of injuries to persons or property occurring on or about said premises.

During the term of this lease the Lessee shall maintain at its expense, for the benefit of Lessor and Lessee and naming both Lessor and Lessee as insured parties, liability insurance with limits of not less than Five Hundred Thousand ($500,000.00) Dollars per injury, One Million ($1,000,000.00) Dollars per occurrence and Five Hundred Thousand ($500,000.00) Dollars property damage. Lessee shall deliver from time to time during

the term of this Lease to Lessor evidence of the existence of such liability insurance.

6. Lessee shall further maintain at its sole expense for the benefit of Lessor during the entire term of this Lease fire, extended coverage and hazard insurance on the improvements now located on the leased premises in an amount equal to the insurable replacement cost of said premises. Lessee shall further deliver to Lessor certificates of insurance issued by the insuror of said improvements and from time to time when and as the premiums on said insurance become due and payable shall further provide Lessor with evidence of the payment of said premiums.

In the event Lessee shall construct or erect any further improvements upon said leased premises and or make any additions or alterations to the existing improvements located upon said premises during the term of this lease, Lessee, at its expense, shall insure said additional improvements or additions to present improvements in an amount not less than the costs of such further improvements or additions.

7. The parties agree that Lessee may sublet all or any portion of said premises during the term of this Lease only with the prior written consent of Lessor; provided, however, that Lessee shall deliver copies of any such permitted subleases within five (5) days after the execution thereof and provided, further, that Lessee shall not grant any rights to any such subtenant in excess of the rights and duties granted Lessee herein.

8. Lessee shall not assign this Lease or any part thereof without the written consent of the Lessor first had and obtained, and will not permit any transfer by operation of law of any interest in said premises acquired through this Lease and will not permit said premises to be used for any unlawful purpose or purposes which will injure the reputation of the same or of the

building of which it is a part, nor disturb the tenants of such building or of the neighborhood.

9. No alterations, changes, or additions in said leased premises shall be made without first submitting written plans and specifications for the same to the Lessor and obtaining his written consent to make the same. Lessor shall not unreasonably withhold his consent. In the event of any such remodeling, alterations or additions, Lessee shall make the same at its own expense and shall promptly pay for all materials and labor involved in making the same. Lessee shall not permit any liens or claims or demands of any nature to exist against the Lessor or the leased premises. In the event any lien, claim or demand of any action for enforcing the same shall be filed or made against the Lessor or said premises, the Lessee shall defend the same at its own expense and Lessee hereby agrees to indemnify and hold harmless the Lessor from any and all liability or expense arising by virtue of such claim, demand or lien or the defense of any action filed to enforce the same. Any such alterations, changes or additions shall, when made, become a part of the leased premises and remain thereon as the property of the Lessor at the termination of said Lease at the option of the Lessor, and if the Lessor shall require the Lessee to restore the premises or any portion thereof to the original condition in which it was before this Lease is executed then the Lessee shall restore said premises or portion to such condition at its own expense, and all of the provisions of this Lease with reference to such restoration contracts, liens, demands and expenses shall apply to said restoration as well as the original alterations. Upon the expiration of this Lease, Lessee shall be entitled to remove its trade fixtures and equipment provided that Lessee shall, at its sole expense

restore said premises to good condition after such removal.

10. Lessee shall allow Lessor free access to the premises for the purpose of examining or exhibiting the same and also to allow the Lessor, within forty-five (45) days of the termination of this Lease, to place upon said premises "For Sale" or "For Rent" signs.

11. Lessee shall promptly pay and discharge all store license taxes and all general personal property taxes or special license fees that may be assessed or levied by any lawful authority against the property of Lessee or any subtenants on, against or by virtue of the business conducted in or on the demised premises during the term of this Lease.

12. Lessee shall promptly pay (in addition to the rents above specified) all water, sewerage, electric, power, gas and heating bills taxed, levied or charged against the premises for and during the entire term of this Lease.

13. Lessee covenants that should it make default in its agreement to pay the rent above provided to be paid, or any part thereof, or in any of the other covenants and agreements herein contained, it will at once deliver peaceable possession of said premises to the Lessor, and failing to do so, it shall be lawful for the Lessor, its successors or assigns, without notice, to declare the said term ended, and to reenter said demised premises, or any part thereof, either with or without process of law, and to expel, remove and put out the Lessee, or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and use said premises as before this demise, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants.

14. That after the service of notice, or the commencement of a suit, or after final judgment for possession of said premises, Lessor may receive and collect any rent due and the payment of said rent shall not waive or affect said notice, said suit or said judgment.

15. If the Lessee shall make any assignment for the benefit of creditors or if a receiver is appointed for the Lessee or its assets or of the Lessee's interest under this Lease, and if the appointment of a receiver is not vacated within five (5) days, or if a voluntary or involuntary petition is filed by or against Lessee under the Bankruptcy Act, the Lessor may, upon giving the Lessee ten (10) days notice of such election, either terminate Lessee's right to the possession of the demised premises or terminate this Lease as in the case of violation by the Lessee of any of the terms, covenants or conditions of this Lease.

16. It is agreed by the parties hereto that in the event Lessee is declared bankrupt or voluntarily offers to creditors terms of composition or in case a receiver is appointed to take charge of and conduct the affairs of the Lessee, then Lessor shall have the right of immediate possession of said premises.

17. That in case said premises shall be so injured by fire, windstorm or other catastrophe as to be rendered untenantable, within thirty (30) days thereafter, it shall be optional with the Lessor only to terminate the Lease by written notice at the end of such thirty (30) days, in which case rent shall be paid at the agreed rate above provided up to the time of such fire; but in case such injuries are repaired and the premises rendered tenantable within thirty (30) days, the right to terminate this Lease for such cause shall not exist; provided, that nothing herein contained shall relieve the Lessee from

liability for rent or damages where such damage or destruction shall be caused by the carelessness, negligence or improper conduct of the Lessee, its agents or servants.

18. It is expressly agreed that no waiver nor apparent waiver, nor the failure of Lessor to require strict performance of any condition, covenant or agreement shall estop the Lessor from enforcing such condition, covenant or agreement, nor any other condition, covenant or agreement shall at any time be implied.

19. At the expiration of this Lease, by lapse of time or otherwise, Lessee will yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages for each day such possession is withheld, a sum equal to two (2) times the per diem rental; but the provisions of this clause shall no be held as a waiver by Lessor of any rights of reentry as herein set forth, nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, for any breach of any of the covenants herein.

20. It is also agreed that the Lessee shall pay and discharge all reasonable costs, attorney's fees and expenses which shall be made and incurred by the Lessor in enforcing the covenants and agreements of this Lease, including the agreement to deliver possession for any reason herein provided, and all the parties to this Lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to their respective heirs, executors, administrators, successors and assigns, and the terms "Lessor" and "Lessee" shall embrace all of the parties hereto irrespective of number or gender.

21. It is agreed that all payments herein provided to be made shall be made without relief from valuation or appraisement laws, and all payments required to be made at the time due shall bear interest at the rate of eighteen (18%) percent per annum, from date of delinquency.

22. Each of said parties do each herewith and hereby release and relieve the other and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils of fire, explosion or other peril described in the "Extended Coverage" insurance endorsement approved for use in the state where the above property is located, which occurs in, on or about the said premises, whether due to the negligence of any of said parties, their agents or employees or otherwise.

23. In the event the leased premises or any portion thereof shall be acquired or condemned by eminent domain for any public or quasi-public use or purposes, Lessor may terminate this lease in which event said lease shall terminate and cease on the date upon which the condemning authority shall take possession of the leased premises so condemned. Lessee shall continue to perform the obligations imposed upon it by the terms of this Lease until said date.

Further, in the event of any such acquisition or condemnation by eminent domain, lessee shall have no claim against the Lessors or the condemning authority for the value of the unexpired term of this Lease and Lessee shall not be entitled to any part of the award paid for the condemnation or acquisition of the leased premises, it being agreed that Lessor shall be entitled to receive the full amount of such award and it being further agreed that Lessee hereby expressly waives any right or claim against any portion of said award. Lessee shall have the right to

claim and recover from the condemning authority, but not from the Lessor, such compensation as may be separately awarded or recoverable by the Lessee in Lessee's own right on account of any and all damages to Lessee's business by reason of such acquisition or condemnation and for or on account of any cost to which Lessee might be put in removing Lessee's equipment, fixtures, inventory and other property from the leased premises.

24. To the best of the knowledge of Lessor after due inquiry, (a) the Lessor's premises have never been used by previous owners or occupants or by the Lessor to generate, manufacture, refine, transport, treat, store, handle or dispose of any toxic material, hazardous substances or hazardous waste including, but not limited to, asbestos, or asbestos-containing materials, polychlorinated biphenyls (PCB's), solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot fumes, acids, alkalis and chemicals (hereinafter collectively referred to as "Hazardous Waste"); (b) that no underground storage tanks have been installed on the leased premises other than by or for the benefit of Lessee or of which the Lessee has knowledge; (c) the Lessor has not received a summons, citation, directive, letter or other communication, written or oral, from any state agency or the United States Government concerning the premises or any intentional or unintentional action or omission on the Lessor's part as a result of the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of hazardous waste into waters or onto lands of the State of Indiana, or into waters outside the jurisdiction of the State of Indiana; (d) the Lessor has not caused nor permitted to exist, as a result of an intentional or unintentional act or omission on its part, a releasing, spilling, leaking, pumping, emitting, pouring

emptying or dumping of any hazardous waste into waters or onto lands of the State of Indiana, or into waters outside the jurisdiction of the State of Indiana unless said release, spill, leak, etc., is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal or state governmental authorities.

25. The Lessee shall not cause, permit nor allow, as a result of any intentional or unintentional act or omission on its part, the leased premises to be used to generate, manufacture, refine, transport, treat, store, handle or dispose of any hazardous waste or cause, permit or allow to exist, as a result of any intentional or unintentional act or omission on its part, a releasing, spilling, leaking, pumping, emitting, pouring, emptying, or dumping of any hazardous waste into waters or onto lands unless said release, spill, leak, etc., is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal or state governmental authorities. Further, in the event Lessee or Lessor shall receive any summons, citation, directive, letter or other communication, written or oral, from any state agency or the United States Government concerning the leased premises and any act or omission relating thereto, Lessee, at its sole expense, shall comply with and correct any deficiency set forth in said summons, citation, directive, letter or other communication.

26. Lessee further agrees to indemnify and hold harmless the Lessor, its directors, officers, employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns from and against any and all claims, losses, damages, liabilities, costs and expenses (including, without limitation, reasonable attorney's fees and claims arising out of loss of life, injury to persons, property or business or damage to natural resources) in connection with the activities of the Lessee, its

predecessors in possession, third parties who have trespassed on the premises, or parties in contractual relationship with it, or any of them, whether or not occasioned wholly or in part by any condition, accident or event caused by an intentional or unintentional act or omission of the Lessee, which arises out of: (a) the actual, alleged or threatened releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of a hazardous waste into waters or onto lands; (b) the use, specification or inclusion of any hazardous waste on the premises or the failure to detect the same. The Lessee shall bear, pay and discharge, as and when the same become due and payable, any and all such judgments or claims for damages, penalties or otherwise, against the opposite party, shall hold the opposite party harmless for those claims, losses, damages, liabilities, costs and expenses, and shall assume the burden and expense of defending all suits, administrative proceedings and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of any of the occurrences set forth in this paragraph.

27. At the expiration of the initial term of the Lease, Lessee shall have the option to renew the Lease for an additional thirty-six (36) months, commencing April 1, 1999 and ending March 31, 2002. All provisions of the Lease for the renewal term shall be the same as for the initial term of the Lease as the same are applicable for the renewal term, excepting that basic rent for the renewal term shall be renewal term shall be renegotiated by and between the parties prior to the commencement of said renewal term. Notice of exercise of said option to renew shall be given by the Lessee to the Lessor on or before December 31, 1998. The parties shall use their best efforts to agree upon rent for the renewal term to be

agreed on or before January 31, 1999. In the event the parties are unable to agree upon basic rent for the renewal term of the Lease on or before said date, said rent shall be determined in a manner similar to the determination of rent for the last twenty-four (24) months of the initial term of the Lease, provided that in no event shall rent for the renewal term exceed 140% of the basic rent for the first thirty-six (36) months of the initial term of the Lease.

28. Additionally, Lessee shall have the option to purchase the leased premises at the expiration of either the initial or renewal terms of the lease. Lessee shall give notice of its intent to exercise said option to purchase by giving Lessor notice of such intention at lease six (6) months prior to the expiration of the initial or renewal term as the case may be. In no event shall Lessee be entitled to exercise its option to purchase the leased premises at the expiration of the renewal term, in the event Lessee does not exercise its option to renew said Lease.

29. The purchase price for the real estate shall be the average of two (2) appraisals prepared by real estate appraisers whose offices are located in Elkhart County, Indiana. Both of whom shall be licensed real estate brokers or certified appraisers doing business in the State of Indiana.

30. The conveyance of said real estate shall be effective on the first day of the month following the expiration of the original renewal term of the Lease, as the case may be and the Lessor shall convey the real estate to the Lessee by warranty deed, free and clear of all liens, encumbrances, covenants, agreements and restrictions, excepting those which may be of record on the date of the execution of this Lease, and said conveyance shall be subject to taxes and assessments of

record, zoning ordinances and regulations and laws, ordinances and regulations relating to abutting streets, roads, alleys or highways.

31. Within thirty (30) days after receipt of notice of exercise of said option, Lessor shall furnish Lessee, at Lessor's expense, with a preliminary policy of title insurance showing marketable title to the real estate in the name of the Lessor and shall further provide the Lessee with a survey prepared to American Land Title Association standards for surveys sufficient to cause the waiver of survey exceptions by the title insurance carrier.

32. Lessee agrees that it shall accept the land and improvements thereon in an as is condition at the time of the exercise of the option and further agrees that Lessor makes no warranties, expressed or implied, as to the condition of said leased premises. Specifically excluded from this sale and purchase transaction, are the implied warranties of merchantability, fitness for a particular purpose and habitability.

33. Nothing herein contained shall be construed as prohibiting Lessor from assigning its right, title and interest in and to the leased premises, subject to the terms of this Lease, to any third party.

34. Until further notice in written form is given by either of the parties hereto, all notices and/or rent to be delivered to the opposite party shall be mailed as follows:

LESSOR:

Mervin Lung Building Company, Inc.
5020 Lincolnway East
Mishawaka, IN 46544

TO LESSEE:

Patrick Industries, Inc.
1800 South 14th Street
Elkhart, IN 46515

35. Lessor covenants and agrees that so long as Lessee shall perform all of the terms, conditions, covenants and agreements to be kept by Lessee, Lessee shall have the quiet enjoyment of the leased premises.

36. The parties agree that a memorandum of lease in form attached hereto and made a part hereof as Exhibit "B" may be recorded in the records of Elkhart County, Indiana.

37. This lease is executed by the duly authorized officers of the Lessee and Lessor for and on behalfof said parties, and the persons executing this lease for and on behalf of the Lessee or the Lessor acknowledge and state that they have full power and authority to execute this lease pursuant to law, the by-laws of their respective corporations and authority of said corporation's board of directors.

Dated effective this 1st day of April, 1994.

MERVIN LUNG BUILDING CO., INC.,
an Indiana corportion

ATTEST:

Gregory Lung

BY: Mervin D. Lung
Mervin D. Lung, President
[LESSOR]

PATRICK INDUSTRIES, INC.
an Indiana Corporation

ATTEST:

Keith V. Kankel
Secretary/Treasurer

By: Thomas G. Baer
Thomas G. Baer, Vice President
Operations
[LESSEE]

STATE OF INDIANA }
} SS:
COUNTY OF ST. JOSEPH }

Before me, a Notary Public in and for said County and State, personally appeared Thomas G. Baer and Keith V. Kankel, Vice President, Operations and the Secretary/Treasurer, respectively, of Patrick Industries, Inc., an Indiana corporation, and acknowledged the execution of the above foregoing Commercial Lease for and on behalf of said corporation in their respective representative capacity, being authorized by it so to do.

WITNESS my hand and Notarial Seal this 1st day of April, 1994.

Sherry L. Kizer

Sherry L. Kizer, Notary Public
Residing in St Joseph County, IN

My Commission Expires:
September 13, 1994

EXHIBIT "A"

Real Estate Description

TRACT ONE:

A part of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd PM) in the City of Elkhart, Elkhart County, Indiana.

Commonly described as: 2024 1/2 W. Lusher Avenue, Elkhart, IN 46517

TRACT TWO:

A part of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd PM) in the City of Elkhart, Elkhart County, Indiana.

Commonly described as: 1910-1926 W. Lusher Avenue, Elkhart, IN 46517

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Commonly described as: 2044 W. Lusher Avenue, Elkhart, IN 46517

TRACT FOUR:

A part of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd PM) in the City of Elkhart, Elkhart County, Indiana.

Commonly described as: 1930 W. Lusher Avenue, Elkhart, IN 46517

COMMERCIAL LEASE

THIS INDENTURE WITNESSETH, that MERVIN LUNG BUILDING COMPANY, INC., an Indiana corporation with principal offices in St. Joseph County, Indiana, hereinafter referred to as "LESSOR", leases to PATRICK INDUSTRIES, INC., an Indiana corporation with principal offices in Elkhart County, Indiana, hereinafter referred to as "LESSEE, for and in consideration of the covenants and agreements hereinafter mentioned, that real estate located in Elkhart County, Indiana, commonly described as 1910-1926 W. Lusher, 1930 W. Lusher Avenue, 2024 1/2 W. Lusher, and 2044 W. Lusher Avenue, and more particularly described on Exhibit "A" attached hereto and made a part hereof, to have and to hold unto the Lessee from October 1, 1995, to and including September 30, 2005, and the Lessee in consideration of said grant does hereby covenant and agree with the Lessor as follows:

1. That Lessee represents it will use said premises for manufacturing, warehousing and office purposes only, all in conformity with applicable ordinances, laws, and regulations.

2. Lessee will pay as basic rent for said premises during the first twenty-four (24) months of the lease, the sum of Six Hundred Sixty-seven Thousand Two Hundred Twenty-four ($667,224.00) Dollars to Lessor at such place as the Lessor from time to time hereafter may designate in writing in equal monthly installments of Twenty-seven Thousand Eight Hundred One ($27,801.00) Dollars commencing on the 1st day of October, 1995, and on the first (1st) day of each succeeding month thereafter to and including the 1st day of September, 1997.

Rent for the period commencing October 1, 1997, and ending September 30, 2001, and again commencing October 1, 2001 and ending September 30, 2005, shall be adjusted upward by an amount equal to the total percentage accumulated change in the consumer Price Index (the "CPI") occurring during the period from October 1, 1995, provided that, in no event shall said increase exceed one hundred twenty percent (120%) of the total basic rent for the first twenty-four (24) months of the lease.

For the purpose of computing said basic rent for the adjustment period, the Base Index CPI shall, for all purposes, be the Base Index = All Items, United States Consumer Price Index published by the United States Department of Labor for the month of October, 1995. The Current Index Number shall be the similar number from the same or similar publication published for the latest adjustment date, October 1, 1997 or October 1, 2001, as applicable.

To determine the basic rent increase, the Current Index Number shall be divided by the Base Index Number, and the resultant amount above the numeral one (1), if any, multiplied by Twenty-seven Thousand Eight Hundred One ($27,801.00) Dollars shall be deemed for all purposes to be the monthly basic rent for the next period of the lease.

Notwithstanding anything to the contrary contained herein, monthly basic rent for the subsequent periods shall not be less than monthly basic rent for the first twenty-four (24) months of the release irrespective of the percentage of change in said CPI.

The computation shall be made as soon after the adjustment date as practical, and adjustments in the rent shall be made effective with the rent installment due on the adjustment date. If said computation cannot be made until sometime thereafter, Lessee shall continue to pay the prior rental amount in the same manner as prior to the adjustment date and make up the deficiency, if any, in basic rent the month following the completion of said computation.

Lessee shall further pay as additional rent (a) all real estate taxes levied and/or assessed against the leased premises by the State of Indiana and or/any political subdivision thereof commencing with the installment of said taxes first payable during the term of the lease and ending with the installment of taxes last payable during the term of the lease and (b) all insurance premiums for fire, extended coverage and hazard insurance on the improvements located in the leased premises when and as the same fall due during the term commencing on

the effective date of this Lease, said insurance to be in the amounts and with the limits of liability as hereinafter stated.

3. Lessee has examined and knows the condition of said premises and has received the same in good order and repair. No representations as to the condition of repair thereof have been made by the Lessor or his representative, prior to or at the execution of this Lease that are not herein expressed or endorsed hereon and that Lessee will keep the interior and exterior of said premises in good repair, including the roof, foundation and walls, replacing all broken glass with glass of the same size and quality as that broken, and will keep said premises and appurtenances, as well as all eaves, down-spouting, catch basins, drains, stools, lavatories, sidewalks, adjoining alleys and all other facilities and equipment in connection with said premises, in a clean and healthy condition, according to the city ordinances, and the direction of the proper public officers, during the term of this Lease, at its own expense; and upon termination of this Lease, in any way, will yield up said premises to Lessor in good condition and repair (loss by fire and ordinary wear excepted) and will deliver the keys to Lessor.

4. Lessor shall not be liable for damages caused by failure to keep said premises in repair and shall not be liable for any damage done or occasioned by or from plumbing, gas, water, steam or other pipes, or sewerage, or the bursting or leaking of plumbing or heating fixtures or waste or soil pipe existing in connection with said building or premises, nor for damage occasioned by water, snow or ice being upon said sidewalks or coming through the roof, skylight, trap door or otherwise, nor for any damages arising from negligence of co-tenants or other occupants of the same building, or the agents, employees or servants of any of them, or of any owners or occupants of adjacent or contiguous property.

5. Lessor shall not be liable for any injury to the Lessee or any other person, occurring on, adjacent to or in front of said premises, irrespective of whether said injury is caused by a defect in said premises or by reason of said

premises becoming out of repair or arising from any other cause whatsoever, and the Lessor shall not be liable for damage to Lessee's property or to the property of any other person which may be located in or upon said premises and the Lessee agrees to indemnify and save harmless the Lessor from any and all claims arising out of injuries to persons or property occurring on or about said premises.

During the term of this lease the Lessee shall maintain at its expense, for the benefit of Lessor and Lessee and naming both Lessor and Lessee as insured parties, liability insurance with limits of not less than Five Hundred Thousand ($500,000.00) Dollars per injury, One Million ($1,000,000.00) Dollars per occurrence and Five Hundred Thousand ($500,000.00) Dollars property damage. Lessee shall deliver from time to time during the term of this Lease to Lessor evidence of the existence of such liability insurance.

6. Lessee shall further maintain at its sole expense for the benefit of Lessor during the entire term of this Lease fire, extended coverage and hazard insurance on the improvements now located on the leased premises in an amount equal to the insurance replacement cost of said premises. Lessee shall further deliver to Lessor certificates of insurance issued by the insurer of said improvements and from time to time when and as the premiums on said insurance become due and payable shall further provide Lessor with evidence of the payment of said premiums.

In the event Lessee shall construct or erect any further improvements upon said leased premises and or make any additions or alterations to the existing improvements located upon said premises during the term of this lease, Lessee, at its expense, shall insure said additional improvements or additions to present improvements in an amount not less than the costs of such further improvements or additions. Lessor agrees the insurance proceeds for any building constructed by Lessee after January 1, 1995, shall be paid to Lessee.

7. The parties agree that Lessee may sublet all or any portion of said premises during the term of this Lease only with the prior written consent

of Lessor; provided, however, that Lessee shall deliver copies of any such permitted subleases within five (5) days after the execution thereof and provided, further, that Lessee shall not grant any rights to any such subtenant in excess of the rights and duties granted Lessee herein.

8. Lessee shall not assign this Lease or any part thereof without the written consent of the Lessor first had and obtained, and will not permit any transfer by operation of law of any interest in said premises acquired through this Lease and will not permit said premises to be used for any unlawful purpose or purposes which will injure the reputation of the same or of the building of which it is a part, nor disturb the tenants of such building or of the neighborhood.

9. No alterations, changes, or additions in said leased premises shall be made without first submitting written plans and specifications for the same to the Lessor and obtaining his written consent to make the same. Lessor shall not unreasonably withhold his consent. In the event of any such remodeling, alterations or additions, Lessee shall make the same at its own expense and shall promptly pay for all materials and labor involved in making the same. Lessee shall not permit any liens or claims or demands of any nature to exist against the Lessor or the leased premises. In the event any lien, claim or demand of any action for enforcing the same shall be filed or made against the Lessor or said premises, the Lessee shall defend the same at its own expense and Lessee hereby agrees to indemnify and hold harmless the Lessor from any and all lability or expense arising by virtue of such claim, demand or lien or the defense of any action filed to enforce the same. Any such alterations, changes or additions shall, when made, become a part of the leased premises and remain thereon as the property of the Lessor at the termination of said Lease at the option of the Lessor, and if the Lessor shall require the Lessee to restore the premises or any portion thereof to the original condition in which it was before this Lease is executed then the Lessee shall restore said premises or portion to such condition at its own expense, and all of the provisions of this Lease with reference to such

restoration contracts, liens, demands and expenses shall apply to said restoration as well as the original alterations. Upon the expiration of this Lease, Lessee shall be entitled to remove its trade fixtures and equipment provided that Lessee shall, at its sole expense restore said premises to good condition after such removal.

10. Lessee shall allow Lessor free access to the premises for the purpose of examining or exhibiting the same and also to allow the Lessor, within forty-five (45) days of the termination of this Lease, to place upon said premises "For Sale" or "For Rent" signs.

11. Lessee shall promptly pay and discharge all store license taxes and all general personal property taxes or special license fees that they may be assessed or levied by any lawful authority against the property of Lessee or any subtenants on, against or by virtue of the business conducted in or on the demised premises during the term of this Lease.

12. Lessee shall promptly pay (in addition to the rents above specified) all water, sewerage, electric, power, gas and heating bills taxed, levied or charged against the premises for and during the entire term of this Lease.

13. Lessee covenants that should it default in its agreement to pay the rent above provided to be paid, or any part thereof, or in any of the other covenants and agreements herein contained, it will at once deliver peaceable possession of said premises to the Lessor, and failing to do so, it shall be lawful for the Lessor, its successors or assigns, without notice, to declare the said term ended, and to reenter said demised premises, or any part thereof, either with or without process of law, and to expel, remove and put out the lessee, or any person or persons occupying the same, using such force as may be necessary so to do, and to repossess and use said premises as before this demise, without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenants.

14. That after the service of notice, or the commencement of a suit, or after final judgment for possession of said premises, Lessor may receive

and collect any rent due and the payment of said rent shall not waive or affect said notice, said suit or said judgment.

15. If the Lessee shall make any assignment for the benefit of creditors or if a receiver is appointed for the Lessee or its assets or of the Lessee's interest under this lease, and if the appointment of a receiver is not vacated within five (5) days, or if a voluntary or involuntary petition is filed by or against Lessee under the Bankruptcy Act, the Lessor may, upon giving the Lessee ten (10) days notice of such election, either terminate Lessee's right to the possession of the demised premises or terminate this Lease as in the case of violation by the Lessee of any of the terms, covenants or conditions of this Lease.

16. It is agreed by the parties hereto that in the event Lessee is declared bankrupt or voluntarily offers to creditors terms of composition or in case a receiver is appointed to take charge of and conduct the affairs of the Lessee, then Lessor shall have the right to immediate possession of said premises.

17. That in case said premises shall be so injured by fire, windstorm or other catastrophe as to be rendered untenantable, within thirty (30) days thereafter, it shall be optional with the Lessor only to terminate the Lease by written notice at the end of such thirty (30) days, in which case rent shall be paid at the agreed rate above provided up to the time of such fire or other injury; but in case such injuries are repaired and the premises rendered tenantable within thirty (30) days, the right to terminate this Lease for such cause shall not exist; provided, that nothing herein contained shall relieve the Lessee from liability for rent or damages where such damage or destruction shall be caused by the carelessness, negligence or improper conduct of the Lessee, its agents or servants.

18. It is expressly agreed that no waiver nor apparent waiver, nor the failure of Lessor to require strict performance of any condition, covenant or agreement shall estop the Lessor from enforcing such condition, covenant or agreement, nor any other condition, covenant or agreement shall at any time be implied.

19. At the expiration of this Lease, by lapse of time or otherwise, Lessee will yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages for each day such possession is withheld, a sum equal to two (2) times the per diem rental; but the provision of this clause shall not be held as a waiver by Lessor of any rights or reentry as herein set forth, nor shall the receipt of said rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, for any breach of any of the covenants herein.

20. It is also agreed that the Lessee shall pay and discharge all reasonable costs, attorney's fees and expenses which shall be made and incurred by the Lessor in enforcing the covenants and agreements of this Lease, including the agreement to deliver possession for any reason herein provided, and all the parties to this Lease agree that the covenants and agreements herein contained shall be binding upon, apply and inure to their respective heirs, executors, administrators, successors and assigns, and the terms "Lessor" and "Lessee" shall embrace all of the parties hereto irrespective of number or gender.

21. It is agreed that all payments herein provided to be made shall be made without relief for valuation or appraisement laws, and all payments required to be made at the time due shall bear interest at the rate of eighteen (18%) percent per annum, from date of delinquency.

22. Each of said parties do each herewith and hereby release and relieve the other and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils of fire, explosion or other peril described in the "Extended Coverage" insurance endorsement approved for use in the state where the above property is located, which occurs in, on or about the said premises, whether due to the negligence of any of said parties, their agents or employees or otherwise.

23. In the event the leased premises or any material portion thereof shall be acquired or condemned by eminent domain for any public or

quasi-public use or purposes, Lessor may terminate this lease in which event said lease shall terminate and cease on the date upon which the condemning authority shall take possession of the leased premises so condemned. Lessee shall continue to perform the obligations imposed upon it by the terms of this Lease until said date.

Further, in the event of any such acquisition or condemnation by eminent domain, Lessee shall have no claim against the Lessor or the condemning authority for the value of the unexpired term of this Lease and Lessee shall not be entitled to any part of the award paid for the condemnation or acquisition of the leased premises, it being agreed that Lessor shall be entitled to receive the full amount of such award and it being further agreed that Lessee hereby expressly waives any right or claim against any portion of said award. Lessee shall have the right to claim and recover from the condemning authority, but not from the Lessor, such compensation as may be separately awarded or recoverable by the Lessee in Lessee's own right on account of any and all damages to Lessee's business by reason of such acquisition or condemnation and for or on account of any cost to which Lessee might be put in removing Lessee's equipment, fixtures, inventory and other property from the leased premises.

24. To the best of the knowledge of Lessor after due inquiry, (a) the Lessor's premises have never been used by previous owners or occupants or by the Lessor to generate, manufacture, refine, transport, treat, store, handle or dispose of any toxic material, hazardous substances or hazardous waste including, but not limited to, asbestos, or asbestos-containing materials, polychlorinated biphenyls (PCB's), solid, liquid, gaseous or thermal irritant or contaminant including smoke, vapor, soot fumes, acids, alkalies and chemicals (hereinafter collectively referred to as "Hazardous Waste") except in compliance with applicable law; (b) that no underground storage tanks have been installed on the leased premises other than by or for the benefit of Lessee or of which the Lessee has knowledge; (c) the Lessor has not received a summons, citation, directive, letter or other communication, written or oral, from any state agency

or the United States Government concerning the premises or any intentional or unintentional action or omission on the Lessor's part as a result of the releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of hazardous waste into waters or onto lands of the State of Indiana, or into waters outside the jurisdiction of the State of Indiana; (d) the Lessor has not caused nor permitted to exist, as a result of an intentional or unintentional act or omission on its part, a releasing, spilling, leaking, pumping, emitting, pouring, emptying or dumping of any hazardous waste into waters or onto lands of the State of Indiana, or into waters outside the jurisdiction of the State of Indiana unless said release, spill, leak, etc, is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal or state governmental authorities or otherwise in compliance with applicable law.

25. The Lessee shall not cause, permit nor allow, as a result of any intentional or unintentional act or omission on its part, the leased premises to be used to generate, manufacture, refine, transport, treat, store, handle or dispose of any hazardous waste or cause, permit or allow to exist, as a result of any intentional or unintentional act or omission on its part, a releasing, spilling, leaking, pumping, emitting, pouring, emptying, or dumping of any hazardous waste into waters or onto lands unless said release, spill, leak, etc., is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal or state governmental authorities or otherwise in compliance with applicable law. Further, in the event Lessee or Lessor shall receive any summons, citation, directive, letter or other communication, written or oral, from any state agency or the United States Government concerning the leased premises and any act or omission relating thereto, Lessee, at its sole expense, shall comply with and correct any deficiency set forth in said summons, citation, directive, letter or other communication.

26. Lessee further agrees to indemnify and hold harmless the Lessor, its directors, officers, employees, agents, contractors, subcontractors, licensees, invitees, successors and assigns from and against any and all claims,

losses, damages, liabilities, acts and expenses (including, without limitation, reasonable attorney's fees and claims arising out of loss or life, injury to persons, property or business or damage to natural resources) in connection with the activities of the Lessee, its predecessors in possession, third parties who have trespassed on the premises, or parties in contractual relationship with it, or any of them, whether or not occasioned wholly or in part by any condition, accident or even caused by an intentional or unintentional act or omission of the Lessee, which arises out of: (a) the actual, alleged or threatened releasing, spilling, leaking, pumping, pouring, emitting, emptying or dumping of a hazardous waste into waters or onto lands; (b) the use, specification or inclusion of any hazardous waste on the premises or the failure to detect the same. The Lessee shall bear, pay and discharge, as and when the same become due and payable, any and all such judgments or claims for damages, penalties or otherwise, against the opposite party, shall hold the opposite party harmless for those claims, losses, damages, liabilities, costs and expenses, and shall assume the burden and expense of defending all suits, administrative proceedings and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of any of the occurrences set forth in this paragraph.

27. At the expiration of the initial term of the Lease, Lessee shall have the option to renew the Lease for an additional thirty-six (36) months, commencing October 1, 2005 and ending September 30, 2008. All provisions of the Lease for the renewal term shall be the same as for the initial term of the Lease as the same are applicable for the renewal term, excepting that basic rent for the renewal term shall be renegotiated by and between the parties prior to the commencement of said renewal term. Notice of exercise of said option to renew shall be given by the Lessee to the Lessor on or before June 30, 2005. The parties shall use their best efforts to agree upon rent for the renewal term to be agreed on or before July 31, 2005. In the event the parties are unable to agree upon basic rent for the renewal term of the Lease on or before said date, said rent shall be determined in a manner similar to the determination of rent for the last

twenty-four (24) months of the initial term of the Lease, provided that in no event shall rent for the renewal term exceed 140% of the basic rent for the first twenty-four (24) months of the initial term of the Lease.

28. Nothing herein contained shall be construed as prohibiting Lessor from assigning its right, title and interest in and to the leased premises, subject to the terms of this Lease, to any third party.

29. Until further notice in written form is given by either of the parties hereto, all notices and/or rent to be delivered to the opposite party shall be mailed as follows:

LESSOR:

Mervin Lung Building Company, Inc.
5020 Lincolnway East
Mishawaka, IN 46544

TO LESSEE:

Patrick Industries, Inc.
P. O. Box 638
1800 South 14th Street
Elkhart, IN 46515

30. Lessor covenants and agrees that so long as Lessee shall perform all of the terms, conditions, covenants and agreements to be kept by Lessee, Lessee shall have the quiet enjoyment of the leased premises.

31. The parties agree that a memorandum of lease in form attached hereto and made a part hereof as Exhibit "B" may be recorded in the records of Elkhart County, Indiana.

32. This lease is executed by the duly authorized officers of the Lessee and Lessor for and on behalf of said parties, and the persons executing this lease for and on behalf of the Lessee or the Lessor acknowledge and state that they have full power and authority to execute this lease pursuant to law, the by-laws of their respective corporations and authority of said corporation's board of directors.

Dated effective this 1st day of October, 1995.

MERVIN LUNG BUILDING COMPANY, INC.,
an Indiana corporation

ATTEST:

Gregory Lung

By: Mervin D. Lung, President

[LESSOR]

PATRICK INDUSTRIES, INC.
an Indiana corporation

ATTEST:

Keith V. Kankel

Secretary/Treasurer

By: Thomas G. Baer, Vice President

Operations

[LESSEE]

STATE OF INDIANA }
} SS:
COUNTY OF ST. JOSEPH }

Before me, a Notary Public in and for said County and State, personally appeared Mervin D. Lung and Gregory Lung, President and MANAGER of Mervin Lung Building Company, Inc., an Indiana corporation, and acknowledged the execution of the above foregoing Commercial Lease for and on behalf of said corporation in their respective representative capacity, being authorized by it so to do.

WITNESS my hand and Notarial Seal this 15 day of Dec, 1995.

Notary Public
Residing in ELKHART County, IN

My Commission Expires:
Nov 24 96

agree\piml-cl.nr\jvw\mj

STATE OF INDIANA }
} SS:
COUNTY OF ST. JOSEPH }

Before me, a Notary Public in and for said County and State, personally appeared Thomas G. Baer and Keith V. Kankel, Vice President, Operations and the Secretary/Treasurer, respectively, of Patrick Industries, Inc., an Indiana corporation, and acknowledged the execution of the above foregoing Commercial Lease for and on behalf of said corporation in their respective representative capacity, being authorized by it so to do.

WITNESS my hand and Notarial Seal this 13th day of December 1995.

Sherry L. Kizer, Notary Public
Residing in St. Joseph County, IN

My Commission Expires:

September 13, 1998

agree\piml-cl nr\jvw\mj

EXHIBIT "A"

The following described REAL ESTATE in Elkhart County, State of Indiana, to-wit:

A part of the Southwest Quarter (SW1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd P.M.), in the City of Elkhart, Elkhart County, Indiana, more particularly described as follows:

Commencing at a point on the West line of said Quarter Section that is Thirty (30) feet North of the southwest corner of said Quarter Section; thence due East parallel with and Thirty (30) feet North of the South line of said Quarter Section, One Hundred Forty (140) feet to an iron stake marking the beginning point of this description; thence continuing due East parallel with and Thirty (30) feet North of the South line of said Quarter Section and along the North line of West Lusher Avenue Six Hundred Forty-nine (649) feet to an iron stake; thence North One (1) Degree, Three (3) Minutes, Thirty (30) Seconds West parallel with the West line of said Quarter Section, Five Hundred Ninety-five and Twenty-four Hundredths (595.24) feet to an iron stake; thence South Seventy-three (73) Degrees, One (1) Minute, Thirty (30) Seconds West Seven Hundred Sixty-eight and Thirty-three Hundredths (768.33) feet to an iron stake on the East line of Nappanee Street (State Road No. 19) said stake being Fifty (50) feet East of the West line of said Quarter Section; thence South One (1) Degree, Three (3) Minutes, Thirty (30) seconds East parallel with the West line of said Quarter Section and along the East line of said Nappanee Street, Two Hundred Eighty and Thirty-nine Hundredths (280.39) feet to an iron stake; thence Southeastwardly One Hundred Twenty-eight and Seventy-three Hundredths (128.73) feet to the place of beginning, containing approximately Eight and One Tenth (8.10) acres of land.

AND ALSO a parcel of land described as follows:

All that part of the Southwest Quarter of Section 7, Township 37 North, Range 5 East of the Second Principal Meridian, described as follows:

Commencing at a point on the East line of Nappanee Street (State Rd. No. 19), being a line 50 feet East of the West line of the Southwest Quarter of Section 7; 300.89 feet North of the Southwest corner of said Southwest Quarter, this point of beginning also being the Northwest corner of certain lands conveyed to Mervin D. Lung, recorded on December 27, 1963 in Volume 249, page 684, as Document No. 436164, Concord Township, Elkhart County; thence Northeasterly along the North line of said conveyance, said North line having a bearing of North 73 degrees, 01', 30" East 768.33 feet to the Northeast corner of said conveyance; thence North along the prolongation of the Easterly line of said conveyed land, said line having a bearing of 1 degree, 03', 30", a distance of 150.0 feet; thence Southwesterly to a point on the West line of Nappanee Street, being a line 50 feet East of the West line of said Section 7, 120 feet North of the point of beginning; thence South along said East line of Nappanee Street 120.0 feet to the point of beginning.

All of the aforementioned containing an area of 2.38 Acres, more or less.

Exhibit B

MEMORANDUM OF LEASE
(for purposes of recording)

THIS AGREEMENT made and entered into as of this 1st day of October, 1995, by and between Mervin Lung Building Company, Inc. hereinafter referred to as "Landlord", and Patrick Industries, Inc., hereinafter referred to as "Tenant", WITNESSETH:

WHEREAS, Landlord and Tenant have entered into a Lease Agreement dated October 1, 1995, for the premises located in Elkhart County, State of Indiana, which is more fully described in Exhibit "A" which is attached hereto and incorporated herein by reference; and

WHEREAS, the parties wish to execute this Memorandum of Lease to be recorded and to put all other interested parties on notice of the certain terms and conditions of the Lease.

NOW, THEREFORE, in consideration of the execution of said Lease, the parties hereto agree as follows:

1. Landlord has leased the premises to the Tenant for a term of ten (10) years commencing on October 1, 1995, to and including September 30, 2005.

2. The Tenant has an option to renew said Lease for an additional term of three (3) years, which said term would expire on September 30, 2008.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Lease Agreement as of the date and year first above written.

LANDLORD	TENANT
Mervin Lung Building Company, Inc.	Patrick Industries, Inc.
Mervin D. Lung	Thomas G. Baer
Mervin D. Lung, President	Thomas G. Baer, Vice President
ATTEST	ATTEST
Gregory Lung	Keith V. Kankel
Gregory Lung,	Keith V. Kankel, Secretary/Treasurer

agree\mlpi-mol\msg\mj

STATE OF INDIANA
SS
COUNTY OF ELKHART

Before me, the undersigned, a Notary Public in and for said County and State, this 15 day of Dec, 1995, personally appeared Mervin D. Lung and Gregory Lung, the President and MANAGER, respectively, of Mervin Lung Bulding Company, Inc., an Indiana corporation, and acknowledged the execution of the foregoing Memorandum of Lease, for and on behalf of said corporation, being duly authorized so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Notary Public
Residing in Elkhart County
State of Indiana

My Commission Expires:
Aug 24, 96

STATE OF INDIANA
SS
COUNTY OF ELKHART

Before me, the undersigned, a Notary Public in and for said County and State, this 15 day of Dec, 1995, personally appeared Thomas G. Baer and Keith V. Kankel, the Vice President and Secretary/Treasurer, respectively, of Patrick Industries, Inc., an Indiana corporation, and acknowledged the execution of the foregoing Memorandum of Lease, for and on behalf of said corporation, being duly authorized so to do.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal.

Notary Public
Residing in Elkhart County
State of Indiana

My Commission Expires:
Aug 24, 96

This instrument was prepared by the firm of WARRICK & BOYN by James V. Woodsmall.

EXHIBIT "A"

The following described REAL ESTATE in Elkhart County, State of Indiana, to-wit:

A part of the Southwest Quarter (SW1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East of the Second Principal Meridian (2nd P.M.), in the City of Elkhart, Elkhart County, Indiana, more particularly described as follows:

Commencing at a point on the West line of said Quarter Section that is Thirty (30) feet North of the southwest corner of said Quarter Section; thence due East parallel with and Thirty (30) feet North of the South line of said Quarter Section, One Hundred Forty (140) feet to an iron stake marking the beginning point of this description; thence continuing due East parallel with and Thirty (30) feet North of the South line of said Quarter Section and along the North line of West Lusher Avenue Six Hundred Forty-nine (649) feet to an iron stake; thence North One (1) Degree, Three (3) Minutes, Thirty (30) Seconds West parallel with the West line of said Quarter Section, Five Hundred Ninety-five and Twenty-four Hundredths (595.24) feet to an iron stake; thence South Seventy-three (73) Degrees, One (1) Minute, Thirty (30) Seconds West Seven Hundred Sixty-eight and Thirty-three Hundredths (768.33) feet to an iron stake on the East line of Nappanee Street (State Road No. 19) said stake being Fifty (50) feet East of the West line of said Quarter Section; thence South One (1) Degree, Three (3) Minutes, Thirty (30) seconds East parallel with the West line of said Quarter Section and along the East line of said Nappanee Street, Two Hundred Eighty and Thirty-nine Hundredths (280.39) feet to an iron stake; thence Southeastwardly One Hundred Twenty-eight and Seventy-three Hundredths (128.73) feet to the place of beginning, containing approximately Eight and One Tenth (8.10) acres of land.

AND ALSO a parcel of land described as follows:

All that part of the Southwest Quarter of Section 7, Township 37 North, Range 5 East of the Second Principal Meridian, described as follows:

Commencing at a point on the East line of Nappanee Street (State Rd. No. 19), being a line 50 feet East of the West line of the Southwest Quarter of Section 7; 300.89 feet North of the Southwest corner of said Southwest Quarter, this point of beginning also being the Northwest corner of certain lands conveyed to Mervin D. Lung, recorded on December 27, 1963 in Volume 249, page 684, as Document No. 436164, Concord Township, Elkhart County; thence Northeasterly along the North line of said conveyance, said North line having a bearing of North 73 degrees, 01', 30" East 768.33 feet to the Northeast corner of said conveyance; thence North along the prolongation of the Easterly line of said conveyed land, said line having a bearing of 1 degree, 03', 30", a distance of 150.0 feet; thence Southwesterly to a point on the West line of Nappanee Street, being a line 50 feet East of the West line of said Section 7, 120 feet North of the point of beginning; thence South along said East line of Nappanee Street 120.0 feet to the point of beginning.

All of the aforementioned containing an area of 2.38 Acres, more or less.

PURCHASE AGREEMENT

1. **PARTIES:** Mervin Lung Building Co., Inc., an Indiana corporation ("Seller") agrees to sell and convey to Patrick Industries, Inc., an Indiana corporation ("Purchaser") and Purchaser agrees to buy from Seller, the following Property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The Properties commonly known as 1910-1926 inclusive, 1930, 2024½ and 2044 W. Lusher Avenue situated in the City of Elkhart, Elkhart County, Indiana, together with all buildings and improvements and fixtures attached thereto; and all privileges and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way, Seller's interest in all leases or rents, and security deposits. Seller's interest in and to all licenses and permits with respect to the property, and Seller's interest in all warranties or guaranties relating to the Property being sold; all of the above hereinafter collectively called "Property," and whose legal description is contained on Exhibit "A" which will be attached hereto and incorporated herein.

3. **PRICE:** The total purchase price shall be Two Million Dollars ($2,000,000.00), payable in accordance with the terms and conditions stated in this agreement.

4. **EARNEST MONEY:** Five Thousand Dollars ($5,000.00) is deposited with Seller as Earnest Money. If this agreement is terminated by Purchaser, with cause as specified herein and within the applicable time period, the earnest money will be refunded to Purchaser. If Purchaser terminates the Agreement without cause, the Earnest Money will be forfeited to Seller as provided herein.

5. **CLOSING:** The closing of the sale (the "Closing Date") shall take place at a mutually agreed location on or before July 1, 2002, unless extended in writing signed by both parties hereto.

6. **POSSESSION:** The possession of the Property shall be delivered to Purchaser at closing in its present condition, ordinary wear and tear excepted.

7. **INSPECTIONS:** Purchaser hereby waives inspections of the improvements and relies upon the condition of the Property based upon its own examination.

8 **REAL ESTATE TAXES:** All real estate taxes assessed for the current and any prior calendar year and remaining unpaid, shall be paid by Purchaser.

9. **DISCLOSURE OF LIENS AND CLAIMS:** As of Closing, Seller warrants there will be no outstanding judgment, tax or other liens attached to the Property.

10. **TITLE AND SURVEY APPROVAL:** Purchaser will purchase a Commitment for Title Insurance from Meridian Title Corp. in the amount of the Purchase Price to insure in Purchaser a marketable title in fee simple absolute to the Property, subject to the easements and restrictions of record, current zoning laws, and real estate taxes on the Closing Date (the "Commitment"). If Purchaser has an objection to items disclosed in such Commitment, Purchaser shall promptly make written objection to Seller after receipt of the Commitment. If Purchaser makes such objections or if the objections are disclosed in the Commitment, or by the issuer of the Title Policy, Seller shall have thirty (30) days from the date such objections are disclosed to cure the same, and the Closing Date shall be extended if necessary. Seller agrees to utilize its best efforts and reasonable diligence to cure such objection, if any. If the objections are not satisfied within such time period, Purchaser may (a) terminate this Contract, or (b) waive the unsatisfied objections and close the transaction.

11. **PURCHASER'S CONDITIONS TO CLOSING.**

a. Purchaser's obligations under this agreement are expressly conditioned upon the occurrence of the following events:

(1) The Title Company shall be ready, willing and able to issue the Title Policy in the form required on the Closing Date.

(2) Seller shall be ready, willing and able to deliver to Purchaser on the Closing Date the fully executed Warranty Deed, in form acceptable to Purchaser and its counsel, as required hereunder.

(3) The representations and warranties of Seller set forth herein shall have been true and correct when made and as of the Closing Date in all material aspects.

(4) Purchaser shall have received any required RPTA Notice, or an opinion of Seller's counsel that said Notice is not required.

(5) The Purchaser shall have received an affidavit of the Seller, sworn to under penalty of perjury, setting forth the Seller's name, address and Federal tax identification number and stating that such Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (the "Code"), or, alternatively, if applicable, a statement issued by the Seller and otherwise in the form required by the Code certifying that the Seller was not a "United States real property holding company" within the meaning of the Code at any time during the five years preceding the Closing Date. If, on or before the Closing Date, the Purchaser shall not have received each such affidavit or such statement, the Purchaser may

withhold from the Purchase Price payable pursuant hereto at Closing to Seller such sums as are required to be withheld therefrom under Section 1445 of the Code.

(6) Purchaser and/or the Title Company shall have received such other documents as, in the opinion of Purchaser's counsel, and the title insurer, are necessary to complete the transactions contemplated by this Agreement, including without limitation a fully executed Indiana Disclosure of Sales form.

b. In the event that satisfaction of any of the conditions described in this Paragraph shall not have timely occurred, Purchaser shall have the option to waive such condition and thereupon remain obligated to perform this agreement; or terminate this agreement and receive the Earnest Money Deposit. Except as otherwise herein specifically provided, upon termination of this agreement by Purchaser pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

12. **SELLER'S CONDITIONS TO CLOSING:**

a. Seller's obligations under this agreement are expressly conditioned upon the occurrence of the following events:

(1) The representations and warranties of Purchaser set forth herein shall have been true and correct when made and as of the Closing Date in all material respects.

(2) Purchaser shall have delivered to Seller the Purchase Price in good funds on the Closing Date.

b. In the event that satisfaction of any of the conditions described in this paragraph shall not have timely occurred through no fault of Seller, Seller shall have the option to waive such condition and thereupon remain obligated to perform this agreement; or terminate this agreement and receive any funds and documents previously deposited. Except as otherwise herein specifically provided, upon termination of this agreement by Seller pursuant to this paragraph, neither party shall thereafter be under any further liability to the other.

13. **SALES EXPENSES:** Seller and Purchaser agree that all sales expenses are to be paid in cash prior to or at the closing.

a. Seller's Expenses. Seller shall be responsible for and pay all costs for releasing existing liens, preparation of Deed and Vendor's Affidavit; Indiana Gross Income Tax; and other expenses stipulated to be paid by Seller under other provisions of this Contract.

b. Purchaser's Expenses. Purchaser agrees to pay all other recording fees; title insurance fees, any closing fee; copies of documents pertaining to restrictions, easements, or conditions affecting the Property; and expenses stipulated to be paid by Purchaser under other provisions of this agreement.

14. **DEFAULT:** If Purchaser breaches this agreement and is in default, (a) Seller may seek specific performance or any other remedy provided by law or equity; or (b) Seller may treat this Agreement as being terminated. If Seller, through no fault of Seller, is unable to convey marketable title as required by this agreement and the defect or defects are not waived by Purchaser, Seller's sole obligation shall be to return promptly any Earnest Money provided, however, Purchaser shall have the right to pay and satisfy any existing liens not otherwise assumed by Purchaser and deduct that amount from the Purchase Price. If Seller refuses to perform as required, Purchaser may pursue all available legal and equitable remedies.

15. **ATTORNEY'S FEES:** Any signatory to this agreement who is the prevailing party in any legal or equitable proceeding against any other signatory brought under or with relation to the agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

16. DUTIES OF PURCHASER AND SELLER AT CLOSING:

a. At the closing, Seller shall deliver to Purchaser, at Seller's sole cost and expense, the following:

(1) A duly executed and acknowledged Warranty Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Purchaser in writing and execute a Vendor's Affidavit;

(2) Furnish evidence of its capacity and authority for the closing of this transaction;

(3) Seller agrees to provide Purchaser with a certification establishing that no federal income tax

is required to be withheld under the Foreign Investment and Real Property Tax Act, nor any Indiana Gross Income Tax, or to consent to withholding of tax from the proceeds of sale as required;

(4) Execute all other necessary documents to close this transaction.

b. At the closing, Purchaser shall perform the following:

(1) Pay the balance of the Sales Price in the form of a Company check;

(2) Furnish evidence of its capacity and authority for the closing of this transaction;

(3) Execute all other necessary documents to close this transaction.

17. **CONDEMNATION:** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Purchaser may, at its option, terminate this agreement by written notice to Seller within ten (10) days after Purchaser is advised of the commencement of condemnation proceedings, or Purchaser shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Purchaser's election, become the property of Seller and reduce the purchase price by the same amount or shall become the property of Purchaser and the purchase price shall not be reduced.

18. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any such damage or destruction is not fully repaired prior to closing, Purchaser, at its option, may either (a) terminate this Agreement, or (b) elect to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser.

19. **MISCELLANEOUS:**

a. Any notice required or permitted to be delivered hereunder, shall be deemed received when personally delivered or sent by United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below the signature of such party hereto.

b. During the term of this agreement, Seller shall entertain no competing offers nor shall he negotiate with any third person or entity for the sale of this Property.

c. Both Purchaser and Seller agree that there are no brokers involved in this agreement.

d. This agreement shall be construed under and in accordance with the laws of the State of Indiana.

e. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

f. In case of any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

g. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.

h. Time is of the essence of this agreement.

i. Words of any gender used in this agreement shall be held and constructed to include any other gender, and words in the singular number

shall be held to include the plural, and vice versa, unless the context requires otherwise.

j. All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.

k. This agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

"PURCHASER"	"SELLER"
Patrick Industries, Inc.	Mervin Lung Building Co., Inc.
By: _____	By: _____
Keith V. Kankel, Vice President	Mervin D. Lung, President
Date 4-15, 2002	Date MAY 15, 2002, 2002
P. O Box 638, 1800 S. 14th Street Elkhart, IN 46515	707 RIVER POINTE PLACE MISHAWAKA, IN 46545
Purchaser's Address for Notice Purposes	Seller's Address for Notice Purposes

Rec'd 8/21/02

Warrick & Boyn, LLP
ATTORNEYS AT LAW

Admitted in Indiana and Michigan

Thomas E Warrick*
Gary D Boyn
James V Woodsmall
Cynthia S. Gillard
Randall G Hesser
Timothy S Shelly
William D Haut
Dean E. Leazenby
Michelle C Hilary

*Admitted in Illinois, not admitted in Michigan

August 19, 2002

Mr. Andy Nemeth
Patrick Industries, Inc.
1800 S. 14th Street
Elkhart, IN 46516

RE: Corporate Warranty Deed

Dear Mr. Nemeth:

Enclosed please find the Corporate Warranty Deed for 1910-26, 1930, 2024 and 2044 W. Lusher Ave., Elkhart, IN. Please keep the deed in a safe place. If you have any questions, please call Jim Woodsmall or me. Thank you for your continued cooperation.

Sincerely,

Marilyn Yoder

Marilyn R. Yoder
Paralegal

MRY/mry
Enclosures
cc: James V. Woodsmall

121 West Franklin Street
Suite 400
Elkhart, Indiana 46516-3278
574/294-7491
Fax 574/294-7284
thefirm@warrickandboyn.com

ELKHART COUNTY RECORDER
SUSAN F. GUIPE
FILED FOR RECORD

2002-24638

2002 JUL -5 P 2:47

20-06-07-352-002-000-012
Key No. 20-06-07-352-001-000-012
Tax Unit Concorde
Trans No. _____
Date _____

Mail Deed to: Patrick Industries, Inc.
P.O. Box 638
1800 S. 14th Street
Elkhart, Indiana 46515

Mail Tax Statements to: Same

Property Address: 1910-1926 inclusive, 1930, 2024 ½ and 2044 W. Lusher Avenue, Elkhart, Indiana

CORPORATE WARRANTY DEED

THIS INDENTURE WITNESSETH

That Mervin Lung Building Company, Inc., an Indiana Corporation having its principal office located in St. Joseph County, State of Indiana,

CONVEYS AND WARRANTS

To Patrick Industries, Inc., an Indiana Corporation of St. Joseph County, State of Indiana, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described REAL ESTATE in Elkhart County, State of Indiana:

SEE ATTACHED EXHIBIT "A"

Subject to 2001 taxes due and payable in 2002 and all subsequent taxes and assessments.

Subject, also, to highways, easements, restrictions, and covenants of record.

The undersigned person executing this Corporate Warranty Deed for and on behalf of the Grantor represent and certify under oath: that he is the duly elected President of the Grantor; that he has been fully empowered, by proper Resolution of the Board of Directors of the Grantor, to execute and deliver this Corporate Warranty Deed; that the Grantor has full corporate capacity to convey the

DISCLOSURE FEE PAID
DULY ENTERED FOR TAXATION
SUBJECT TO FINAL ACCEPTANCE FOR TRANSFER
July 5 2002
AUDITOR
TRANSFER FEE 3.00
PARCEL NO. 20-05-12-480-001.000-002

Real Estate herein described; that all necessary corporate action for the making of such conveyance has been taken and done; and that no Indiana Gross Income Tax is due or payable with respect to the transfer made by this Corporate Warranty Deed.

IN WITNESS WHEREOF, Mervin Lung Building Company, Inc., has caused this Corporate Warranty Deed to be executed at South Bend, Indiana, this 27th day of June, 2002.

Mervin Lung Building Company, Inc.

by _____
Mervin D. Lung, President

STATE OF INDIANA)
) SS:
ST. JOSEPH COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared Mervin D. Lung, President of Mervin Lung Building Company, Inc., who acknowledged execution of the foregoing Corporate Warranty Deed for and on behalf of said Corporation, and who, having been duly sworn, stated that the representations therein contained are true.

WITNESS, my hand and Notarial Seal this 27th day of June, 2002.

My commission expires
August 27, 2006

Thomas M. Walz, Notary Public
Resident of St. Joseph County, IN

This Corporate Warranty Deed was prepared by Thomas M. Walz (Atty No. 1122-71), HAHN, WALZ and KNEPP, Attorneys-at-Law, 509 West Washington Avenue, South Bend, Indiana, 46601, (219) 234-2118/232-5988.
F:\TMW\Business\Mervin Lung Building Company\Sale of Lusher Ave\Deed, Corporate Warranty.wpd

2002-24638 **SCHEDULE A**

EXHIBIT A

TRACT I
A part of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, City of Elkhart, Elkhart County, Indiana, more particularly described as follows:

Commencing at a point on the West line of said quarter section that is Thirty (30) feet North of the Southwest corner of said quarter section; thence due East parallel with and Thirty (30) feet North of the South line of said quarter section, One hundred forty (140) feet to an iron stake marking the beginning point of this description; thence continuing due East parallel with and Thirty (30) feet North of the South line of said quarter section and along the North line of West Lusher Avenue, Six hundred forty-nine (649) feet to an iron stake; thence North One (01) degree Three (03) minutes Thirty (30) seconds West parallel with the West line of said quarter section, Five hundred ninety-five and twenty-four hundredths (595.24) feet to an iron stake; thence South Seventy-three (73) degrees One (01) minute Thirty (30) seconds West, Seven hundred sixty-eight and thirty-three hundredths (768.33) feet to an iron stake on the East line of Nappanee Street (State Road No. 19) said stake being Fifty (50) feet East of the West line of said quarter section; thence South One (01) degree Three (03) minutes Thirty (30) seconds East parallel with the West line of said quarter section and along the East line of said Nappanee Street, Two hundred eighty and thirty-nine hundredths (280.39) feet to an iron stake; thence Southeastwardly One hundred twenty-eight and seventy-three hundredths (128.73) feet to the place of beginning.

ALSO:
All that part of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, described as follows:

Commencing at a point on the East line of Nappanee Street (State Road No. 19), being a line Fifty (50) feet East of the West line of the Southwest Quarter (SW 1/4) of Section Seven (7), Three hundred and eighty-nine hundredths (300.89) feet North of the Southwest corner of said Southwest Quarter (SW 1/4), this point of beginning also being the Northwest corner of certain lands conveyed to Mervin D. Lung, recorded on December 27, 1963 in Volume 249, page 684 as Document No. 436164, Concord Township, Elkhart County; thence Northeasterly along the North line of said conveyance, said North line having a bearing of North Seventy-three (73) degrees One (01) minute Thirty (30) seconds East, Seven hundred sixty-eight and thirty-three hundredths (768 33) feet to the Northeast corner of said conveyance; thence North along the prolongation of the Easterly line of said conveyed land, said line having a bearing of One (01) degree Three (03) minutes Thirty (30) seconds, a distance of One hundred fifty (150) feet; thence Southwesterly to a point on the West line of Nappanee Street, being a line Fifty (50) feet East of the West line of said Section Seven (7), One hundred twenty (120) feet North of the point of beginning; thence South along said East line of Nappanee Street, One hundred twenty (120) feet to the point of beginning.

TRACT II
A parcel of land in Section Thirteen (13), Township Thirty-seven (37) North, Range Four (4) East in the City of Elkhart, Elkhart County, Indiana, more particularly described as follows:

Beginning at a point on the West line of Nappanee Street, said line being Thirty-five (35) feet West of the East line of Section Thirteen (13), Township Thirty-seven (37) North, Range Four (4) East, Two Hundred Thirty-six and seven tenths (236.7) feet North of the South line of a parcel of land conveyed to the Lake Shore and Michigan Southern Railway Company by George A. Garretson, Trustee, Deed Record 111, page 234, parcel 11; thence Westerly on a straight and curved line, said line being Thirty (30) feet by rectangular and radial measurement North and Northwesterly of the Northerly lines of two parcels of land conveyed by the Penn Central Company to Albert Davidson to a point which is Nine hundred thirty-five (935) feet West of the East line of aforesaid Section Thirteen (13); thence North on a line parallel with and nine hundred thirty-five (935) feet West of the aforesaid East line of Section Thirteen (13), a distance of Four hundred (400) feet, more or less to a point on a line Fifty (50) feet Southeasterly of by rectangular measurement and parallel with the most Southerly existing side track of the Penn Central Company; thence Northeasterly along said line Fifty (50) feet Southeasterly of and parallel of said yard track, a distance of Nine hundred thirty (930) feet, more or less, to a point on a line drawn Thirty-five (35) feet West of and parallel with the East line of Section Thirteen (13), said

line also being the aforementioned West line of 21st Street; thence South on said West line of 21st Street, a distance of Five Hundred (500) feet, more or less, to the point of beginning.

EXCEPT:
A part of the Southwest Quarter of Section 7, Township 37 North, Range 5 East, Concord Township, Elkhart County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat as shown in the Corporate Warranty Deed recorded October 25, 2001, as Document Number 2001-34244. Commencing at a point on the west line of said quarter section that is 9.144 meters (30.00 feet) north of the southwest corner of said quarter section; thence due East parallel with and 9.144 meters (30.00 feet) north of the south line of said quarter section 42.672 meters (140.00 feet) to the point of beginning of this description; thence North 44 degrees 21 minutes 08 seconds West 4.338 meters (14.23 feet) along the north boundary of Lusher Avenue to point "9203" designated on said plat; Thence South 89 degrees 59 minutes 05 seconds East 80.580 meters (264.37 feet) to point "9202" designated on said plat; thence South 1 degrees 00 minutes 55 seconds West 3.048 meters (10.00 feet) to point "9201" designated on said plat; thence North 88 degrees 59 minutes 05 seconds West 77.493 meters (254.24 feet) to the point of beginning.

ALSO EXCEPT:
A part of the Northwest Quarter of Section 13, and the Southeast Quarter of Section 12, Township 37 North, Range 4 East, Baugo Township, Elkhart County, Indiana, and being that part of the grantor's land lying within the right-of-way lines depicted on the Right-of-Way Parcel Plat as shown in the Corporate Warranty Deed recorded October 25, 2001, as Document Number 2001-34244. Beginning at a point on the west boundary of Nappanee Street, said line being 10.668 meters (35.00 feet) west of the East line of said Section 13, a distance of 72.146 meters (236.7 feet) north of the South line of a parcel of land conveyed to the Lake Shore and Michigan Southern Railway Company by George A. Garretson, Trustee, Deed Record 111, page 234, parcel 11; thence North 89 degrees 49 minutes 46 seconds West 14.066 meters (46.15 feet) along the north boundary of Lusher Avenue to point "9204" designated on said plat; thence North 44 degrees 57 minutes 30 seconds East 13.432 meters (44.07 feet) to point "9205" designated on said plat; thence North 0 degrees 01 minutes 08 seconds West 19.142 meters (62.80 feet) to point "9226" designated on said plat; thence North 89 degrees 58 minutes 52 seconds East 4.572 meters (15.00 feet) to the west boundary of Nappanee Street at point "9241" designated on said plat; thence South 0 degrees 01 minutes 08 seconds East 28.690 meters (94.13 feet to the point of beginning.

B
1808 W. Hively

Hrey #6

REAL PROPERTY LEASE AGREEMENT

THIS AGREEMENT, made and entered into as of the 29 day of February, 2000, by and between AWT, Inc., an Indiana corporation ("Landlord"), and Adorn, LLC, a Delaware limited liability company ("Tenant"). This Agreement is entered into by the parties.

FOR AND IN CONSIDERATION of the conditions, covenants and agreements hereinafter contained, Landlord and Tenant do hereby agree as follows:

1. **Lease of Premises.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord certain real property situated in the County of Elkhart and State of Indiana, and described as follows (the "Premises"): (a) the land described in Exhibit A attached hereto and incorporated herein by reference (the "Land"); (b) all buildings and improvements located upon the Land (the "Improvements"); (c) all parking areas, driveways, sidewalks and other improvements intended for the use of the Land and the Improvements; (d) all easements, rights, privileges appurtenant to or servicing the Land and Improvements; and (e) all fixtures located on the Land and related to or in connection with the Improvements, to have and to hold unto said Tenant for a term beginning on the 1st day of March, 2000, and extending through the 28th day of February, 2005 (the "Initial Term"), unless this Agreement is terminated prior thereto as hereinafter provided. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated at any time by mutual written agreement of Landlord and Tenant.

2. **Payment of Rent.** In consideration therefor, Tenant agrees to pay Landlord rentals in the total amount of Four Hundred Eighty Thousand Dollars ($480,000), payable in equal monthly installments of Forty Thousand Dollars ($40,000.00) each, the first such installment being due and payable on the 1st day of March, 2000, and a like sum being due and payable on the 1st day of each succeeding month during the term of this Agreement, with interest at the rate of Ten Percent (10%) per annum upon each installment after the same becomes due in accordance with the notice and cure periods set forth in paragraph 16 herein. All sums due from Tenant hereunder shall be payable without relief from valuation and appraisal laws.

3. **Option to Renew.** Upon expiration of the Initial Term, and provided that Tenant is not then in default under any term or condition of this Agreement, the Tenant may at its option renew and extend this Agreement for two (2) additional terms of five (5) years each (each a "Renewal Term"), upon the same conditions, covenants and agreements as herein contained (except that rent for each Renewal Term will be increased to Twenty-Seven Cents (27¢) per square foot, and Twenty-Nine Cents (29¢) per square foot, at each renewal respectively (the

"Renewal Term Rent") and without the execution of any further Real Property Lease Agreement or other instrument except as necessary to effectuate the extension of this Agreement. Tenant shall give written notice to Landlord of the intent to exercise or to not exercise the option (the "Renewal Notice") at least one hundred eighty (180) days prior to the commencement of any Renewal Term.

4. **Taxes, Assessments and Utilities**. Tenant agrees to pay all taxes and assessments that may be levied or accrued against the Premises ("Impositions") during the term of this Agreement and promptly thereafter deliver proof of payment to the Landlord. Tenant agrees to pay all charges for public utilities services to the Premises during the term of this Agreement.

(a) Notwithstanding anything contained herein to the contrary, if, by law, any Imposition may be paid in installments. Tenant may exercise the option to pay such installments over the longest period of time allowable by law when due, and Tenant shall only be responsible for paying such installments during the term of this Agreement. In the event any required installment payable with respect to the final year of the term of this Agreement is due after expiration of such term, Tenant shall pay its pro rata share of the installment upon expiration of this Agreement.

(b) Nothing herein contained shall require Tenant to pay municipal, state or federal income taxes assessed against Landlord, municipal, state or federal capital levy, estate, succession, inheritance or transfer taxes of Landlord, or corporation franchise taxes imposed upon any corporate owner of the fee of the Premises.

(c) Tenant shall have the right to contest the amount or validity, in whole or in part, of any Imposition by appropriate proceedings diligently conducted in good faith. Upon the termination of any such proceedings, Tenant shall pay the amount of such Imposition or part thereof as finally determined in such proceedings, the payment of which may have been deferred during the prosecution of such proceedings, together with any costs, fees or other liabilities in connection therewith. Notwithstanding the foregoing, in the event this Agreement expires prior to the termination of the proceedings, Tenant shall pay the full amount of the Imposition due and payable by Tenant hereunder; provided, however, that Landlord shall refund to Tenant an amount equal to the excess, if any, of the amount paid by Tenant to Landlord and the amount that is finally determined to be due as a result of such proceeding.

(d) Tenant shall have a right to seek a reduction in the valuation of the Premises assessed for tax purposes and to prosecute any action or proceeding heretofore commenced by Tenant. To the extent to which any tax refund payable as a result of any such proceeding which Tenant, at Tenant's cost, may institute, or payable by reason of compromise or settlement of any such proceeding, may be based upon a payment made by Tenant and shall not relate to a period as to which apportionment thereof has been made with Landlord, Tenant shall be authorized to collect the same. Landlord may at its own expense, if it shall so desire, endeavor at any time or times to obtain a lowering of the assessed valuation upon the Premises or

any part thereof for the purpose of reducing taxes thereon, and in such event, Tenant will cooperate in effecting such a reduction.

(e) Landlord shall not be required to join in any proceedings referred to in paragraphs 4(b) or 4(c) hereof unless the provisions of any law, rule or regulation at the time in effect shall require that such proceedings be brought by and/or in the name of Landlord or any owner of the Premises, in which event Landlord shall join in such proceedings or permit the same to be brought in its name at Tenant's cost. Landlord shall not ultimately be subjected to any liability for the payment of any costs or expenses in connection with any such proceedings, and Tenant will indemnify and save harmless Landlord from any such costs and expenses. Except as otherwise provided in this Agreement, Tenant shall be entitled to any refund of any Imposition and penalties or interest thereon received by Landlord which have been paid by Tenant, or which have been paid by Landlord but previously reimbursed in full by Tenant.

5. **Tenant's Liability Insurance**. During the term of this Agreement, the Tenant at the Tenant's expense shall maintain general public liability insurance against claims for injury, wrongful death, or property damage occurring upon, in or about the Premises, issued by underwriters with a Best rating of A or B, with limits of not less than $2,000,000 for injury or death per occurrence and/or aggregation. The Tenant shall cause the Landlord, its successors and assigns, to be named as an additional insured under such policy or policies of general public liability insurance, so long as this Agreement is in effect. Prior to the Tenant's possession of the Premises, and thereafter from time to time upon request of the Landlord, the Tenant shall provide to the Landlord evidence of such insurance, including a certificate evidencing the same and, if requested by the Landlord, copy of such insurance policy or policies.

6. **Property & Casualty Insurance**. During the term of this Agreement, the Tenant at the Tenant's expense shall maintain property and casualty insurance issued by underwriters with a Best rating of A or B, against claims for property damage occurring upon, in or about the Premises, which shall not be less than the full replacement cost of all buildings, fixtures and improvements on the Premises. The Tenant shall cause the Landlord, its successors and assigns, to be named as an additional insured under such policy or policies of property and casualty insurance, so long as this Agreement is in effect.

7. **Waiver of Subrogation**. Each party hereby waives all causes and rights of recovery which it has or may have or which may arise hereafter against the other party, its agents, officers or employees for any loss occurring to the Premises, to any person on the Premises, or to its property or business (regardless of cause or origin, including the negligence of such other party, its agents, officers or employees) resulting from any of the perils against which the damaged party is insured or could have been insured under any policy of insurance required to be maintained under paragraph 5 or paragraph 6 of this Agreement, by fire, extended coverage, building and contents, business interruption or other insurance. Each party will cause each insurance policy carried by it on the Premises or any contents thereof or trade fixtures or merchandise therein to provide that the insurer waives all right of recovery against Landlord or Tenant, as the case may be, by way of subrogation in connection with any loss or damage

covered by the policy and that such waiver will not invalidate the policy. If any additional premium should be charged for such a waiver provision, the party benefitting from such waiver, upon the other party's request, will reimburse the other party for such additional premium.

8. **Landlord's Access to Premises**. Tenant agrees that Landlord or its agents shall have the right to enter the Premises at any reasonable time upon reasonable notice to Tenant in order to examine the Premises, show the Premises to prospective purchasers or tenants 180 days prior to the expiration of this Agreement, or make such repairs to the Premises as Landlord may deem reasonably necessary or desirable. Landlord or its agents shall have the right to take onto the Premises any and all materials that may be required therefor. Notwithstanding anything contained herein to the contrary, Landlord in exercise of any of its rights in this paragraph 8 shall not in any way interfere with Tenant's use or operation of the Premises. During the thirty (30) days prior to the termination or expiration of this Agreement, Landlord may display on the Premises notices that the Premises are for rent and/or for sale, and Tenant agrees not to disturb such notices in any way.

9. **Examination of Premises by Tenant**. Tenant has examined the Premises prior to the execution of this Agreement and is satisfied with the physical condition of the Premises "AS IS," and Tenant's acceptance and taking possession thereof shall be conclusive evidence of its receipt thereof in good order and repair.

10. **Use of Premises by Tenant**. Tenant agrees that it shall not use or occupy nor permit the Premises or any part thereof to be used or occupied in any unlawful manner, or for any unlawful purpose.

11. **Quiet Enjoyment of Premises by Tenant**. Subject to all laws and ordinances now or hereafter in force regarding zoning and condemnation, Landlord represents that it has the full right, power, and authority to enter into this Agreement for the term herein granted (including the Initial Term and each Renewal Term) and that the Premises may be used by Tenant during the entire duration of said term for the purposes herein set forth. Tenant, upon the full and faithful performance of all the conditions, covenants, and agreements herein contained, shall at all times during said term hereof peaceably and quietly enjoy the use of the Premises without any disturbance from Landlord or anyone else claiming by or through Landlord, subject, however to any rights which may be reserved to Landlord herein and to all encumbrances to which this Agreement may be subordinate, if any. It is a condition to the execution of this Agreement that Landlord will procure from any existing mortgagee and deliver to Tenant an agreement, in writing, providing in substance that so long as Tenant faithfully discharges the obligations on its part to be kept and performed under the terms of this Agreement, Tenant's tenancy will not be disturbed nor this Agreement affected by any default under such mortgage, and Tenant and Landlord agree that this Agreement will remain in full force and effect even though default in the mortgage may occur.

12. **Maintenance and Repair of Premises**. Tenant shall, at its own cost and expense, maintain in good condition and repair the interior walls, gutters, down spouts,

driveways, parking and other open areas of the Premises, and the interior of the Leased Premises, including, but not limited to, windows, doors, and dock doors, seals and levelers. The Landlord shall, at its own cost and expense, maintain in good condition and repair all structural and extraordinary items, including but not limited to the roof, exterior walls, electrical systems, heating and air conditioning systems, refrigeration systems, and sprinkler and plumbing systems. Landlord shall have no liability to the Tenant for consequential damages resulting from the Landlord's actions or failures to act (except for Landlord's wilful actions or gross negligence) in connection therewith, or for the acts of contractors employed by the Landlord, so long as the Landlord uses reasonable care in selecting such contractors.

All of Landlord's and Tenant's required maintenance and repairs shall be made promptly as and when necessary. Upon the termination or expiration of this Agreement in any manner, Tenant agrees to surrender and yield the Premises to Landlord in the same condition of repair, and cleanliness as at the date of execution of this Agreement, insured against loss and damage, reasonable wear and tear excepted. Notwithstanding any other clause in this Agreement, if Landlord shall in good faith determine that any maintenance or repair is necessitated as a result of intentional, reckless, or negligent waste or damage to the Premises by Tenant, a guest or invitee of Tenant, or any agent or servant of Tenant, Landlord may give written notice to Tenant that it shall be in default under this Agreement at the end of thirty (30) days from the date of said notice, unless the objectionable conditions stated in said notice are repaired at Tenant's expense before the end of said thirty (30) day period; Tenant shall have the obligation to make such maintenance or repair and shall be responsible for the cost of the same.

13. **Alteration or Improvement of Premises**. Tenant agrees that no structural alterations, additions, or improvements to the Premises shall be made without the prior written consent of Landlord. Such consent shall not be unreasonably withheld. Notwithstanding anything contained herein to the contrary, Tenant shall not require the consent of Landlord in the even Tenant desires to make non-structural alterations, additions or improvements to the Premises. The furnishings, equipment, machinery and trade fixtures, installed in the Premises by Tenant, and paid for by Tenant, which Tenant shall have installed therein without intending to make the same a permanent installation, shall remain the property of Tenant and may be removed by Tenant upon the expiration or earlier termination of this Agreement, provided that any of such as are affixed to the Premises and require severance may be removed if Tenant shall repair any damage caused by such removal.

14. **Injury to Persons or Property**.

(a) Tenant will defend, indemnify and hold harmless Landlord from and against any and all losses, claims, liabilities, damages, demands, fines, costs and expenses (including reasonable legal expenses) of any kind or nature resulting from any accident, occurrence, injury or death to any person or damage occurring to the Premises during the Term hereof, other than any accident, occurrence, injury, death or damage to the extent caused by Landlord or its employees or agents, or arising as a result of Landlord's violation of this Agreement.

(b) Landlord will defend, indemnify and hold harmless Tenant from and against any and all losses, claims, liabilities, damages, demands, fines, costs and expenses (including reasonable legal expenses) of any kind or nature resulting from any accident, occurrence, injury or death to any person or damage to the Premises to the extent caused by Landlord or its employees or agents, or arising as a result of Landlord's violation of this Agreement.

15. **Destruction of Premises**. In the event that the Premises are rendered wholly untenantable by fire, windstorm, or other sudden and violent catastrophe, Landlord shall have the option to terminate this Agreement by written notice to the Tenant within ten (10) days after such fire, windstorm or other sudden and violent catastrophe. If the Landlord does not elect to exercise said option, or if the damage to the Premises is not sufficient to render to Premises wholly untenantable, Landlord shall reconstruct the Premises so as to restore the same to a tenantable condition within ninety (90) days after such fire, windstorm, or other sudden and violent catastrophe, and Landlord will restore the Premises within 180 days to the same condition existing prior to the catastrophe. If the Premises are not restored to the same condition as they were prior to the catastrophe within the 180 day-period, Tenant may terminate its tenancy. Tenant shall be released from its agreement and obligation to pay rent as herein provided during the period and to the extent that the Premises are untenantable, except that nothing contained herein shall relieve Tenant from liability for rent where such untenantable condition results from the carelessness, negligence, or improper conduct of Tenant, a guest or invitee of Tenant, or any agent or servant of Tenant.

16. **Default**. If any of the following occurs (each, an "Event of Default"): (i) Tenant defaults in the payment of any rent hereunder and such default continues uncured for ten (10) business days more than twice in any twelve (12) month period; (ii) Tenant defaults in the performance of any of the other covenants contained herein and Tenant does not initiate or pursue reasonable efforts to cure such default or said default continues uncured for thirty (30) days after written notice thereof from Landlord to Tenant unless the default is failure to make repairs, then Tenant shall have ninety (90) days; (iii) Tenant ceases doing business as a going concern; or (iv) a petition is filed by or against Tenant under the Bankruptcy Act or any amendment thereto (including a petition for reorganization, arrangement or an extension) and such petition is not dismissed or opposed by Tenant within sixty (60) days, then Landlord, in addition to all other remedies given to Landlord at law or in equity, may by written notice to Tenant terminate this Agreement, or without terminating this Agreement may re-enter the Premises by summary proceedings or otherwise, and in any event may dispossess Tenant. In the event of such re-entry, Landlord will use its best efforts to relet the Premises and in the event of a reletting may apply the rent therefrom first to the payment of Landlord's expenses, including attorneys' fees incurred by reason of Tenant's default and then to the payment of rent and all other sums due from Tenant hereunder, Tenant remaining liable for such deficiency. Notwithstanding any other provision of this Agreement, in no event will an Event of Default by Tenant be the basis for the termination of this Agreement or result in the eviction of Tenant from the Premises unless Tenant fails to cure the Event of Default within the applicable cure period (if any) referred to in this paragraph 16.

17. **Assignment or Subletting**. Tenant agrees that it shall neither sublease the Premises or any part thereof nor assign this Agreement or any part hereof either voluntarily or by operation of law without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Landlord may assign or transfer this Agreement or any part hereof at any time without the consent of Tenant, provided that such assignee or transferee remains bound by the terms herein and this Agreement remains in full force and effect.

18. **Mechanic's Liens**. No person shall be entitled to any lien upon the Landlord's interest in the Premises or the real estate or improvements on or in which the Premises are located, in whole or in part, or any interest or estate in any such property, by reason of any work, labor, services or material claimed to have been performed or furnished to or for the Tenant, and the Tenant shall neither cause nor permit the filing of any such lien. If any such lien claim or notice shall be filed, the Tenant shall cause the same to be released within forty-five (45) days; and if not so released, the Landlord, at its option, may pay up to the full amount of such lien claim to cause its release, and such amount, together with interest thereon from the date of payment, shall be deemed additional rent due and payable by the Tenant immediately. Nothing in this Agreement shall be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing of any materials for the improvement, alteration or repairing of the Premises; nor as giving the Tenant the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien on Landlord's interest in the Premises.

19. **Surrender at End of Term; Holding Over**. Upon the termination or expiration of this Agreement, Tenant agrees to surrender and return the Premises to Landlord in good condition and repair, insured loss or damage and reasonable wear and tear excepted, and further agrees to deliver to Landlord the keys to the Premises upon said termination or expiration. No holding over by Tenant shall constitute a renewal or extension of the terms of this Agreement except upon written consent of Landlord, and except as otherwise set forth in paragraph 3 herein.

20. **Hazardous Substances; Indemnity**.

(a) Tenant shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the Premises by Tenant, its agents, employees, contractors or invitees, except such Hazardous Material as is necessary or useful to Tenant's business and will be used, kept and stored in a manner that complies with all laws regulating any such Hazardous Material so brought upon or used or kept in or about the Premises. Tenant shall indemnify, defend and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities or losses (including, without limitation, diminution in value of the Premises, damages from restriction on use of rentable or usable space or of any amenity of the Premises, damages arising from any adverse impact on marketing of space, and sums paid in settlement of claims, attorneys' fees, consultant fees and expert fees) which arise during or after the

lease term that arises out of Hazardous Material caused by or permitted on the premises by the Tenant, its invitees, agents, or guests. This indemnification of Landlord by Tenant includes, without implied limitation, costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of Hazardous Material present in the soil or groundwater on or under the Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Premises caused or permitted by Tenant results in any contamination of the Premises, Tenant shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such Hazardous Material to the Premises by Tenant; provided that Landlord's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld so long as such actions would not potentially have any material adverse long-term or short-term effect on the Premises.

(b) Landlord shall indemnify, defend and hold Tenant and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims) or losses (including attorneys' fees, consultant fees, and expert fees) which arise during or after the term of this lease from or in connection with the presence of Hazardous Material, except for matters for which Tenant is responsible under the provisions of paragraph (a). Without limiting the generality of the foregoing, the indemnification provided by this paragraph shall specifically cover costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence of Hazardous Material on or under the Premises, unless the Hazardous Material is present as a result of the negligence or willful misconduct of Tenant, its officers, employees or agents.

(c) As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of Indiana or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (i) defined as a "hazardous substance" under I.C. 13-7-8.7-1 of the Indiana Hazardous Substance Response Trust Fund Act, (ii) petroleum, petroleum products or waste, (iii) asbestos, (iv) polychlorinated biphoenyls; (v) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317), (vi) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), (vii) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601), (viii) defined as a "regulated substance" pursuant to

Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. §6991 et seq. (42 U.S.C. §6991); or (ix) the Toxic Substances Control Act, 7 U.S.C. §136 et seq.

This paragraph shall survive the termination of this agreement, any renewals hereof and the termination of any renewals.

21. **Expenses of Enforcement**. Tenant agrees to pay and discharge all reasonable costs, reasonable attorneys' fees, and other reasonable expenses that may be incurred by Landlord in enforcing the conditions, covenants and agreements contained herein.

22. **Waiver; Entire Agreement; Binding Effect**. It is expressly agreed that no waiver or apparent waiver of failure of either party to require strict performance of any condition, covenant, or agreement herein contained shall constitute a waiver or shall estop either party from enforcing such condition, covenant, or agreement at a later time; it is further expressly agreed that no other condition, covenant, or agreement shall be implied at any time; and it is further expressly agreed by Landlord and Tenant that the conditions, covenants and agreements herein contained shall apply and inure to and be binding upon their respective heirs, executors, administrators, successors, and assigns and that the terms "Landlord" and "Tenant" shall embrace all of the parties hereto irrespective of number or gender.

23. **Notices**. Any notice required or permitted to be given or served by either party to this Agreement shall be given in writing, and shall be deemed given (a) on the date three (3) business days after being deposited in the United States mail, certified or registered mail, postage prepaid, (b) when actually delivered, if delivered personally or by courier, or (c) when actually received if transmitted by telecopier, telegraph or telex, in each case addressed to the applicable party as follows:

Landlord: AWT, Inc.
% George G. Thomas
1314 Greenleaf Boulevard
Elkhart, Indiana 46514

With a copy to: Kennard R. Weaver
Baker & Daniels
307 South Main St.
Suite 307
Elkhart, Indiana 46516-3119

Lessee: Adorn, LLC
1808 West Hively Avenue
Elkhart, Indiana 46517
Attn: President

With a copy to: Linsalata Capital Partners Fund III, L.P.
Landerbrook Corporate Center One
Suite 280
5900 Landerbrook Drive
Mayfield Heights, Ohio 44124
Attn: Eric V. Bacon

With a copy to: Calfee, Halter & Griswold LLP
1400 McDonald Investment Center
800 Superior Avenue
Cleveland, Ohio 44114-2688
Attn: James C. Vanderwist, Esq.

All rental payments shall be made to the Landlord at the above address. The addresses may be changed from time to time by either party by serving notice as above provided.

24. **Resolution of Disputes.** The parties shall attempt in good faith to resolve any dispute involving the interpretation or construction of this Agreement promptly by negotiations between the parties. Either party may give written notice to the other of any such dispute, and within twenty (20) days after delivery of such notice, representatives of the parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the dispute has not been resolved within forty-five (45) days of the disputing party's notice, or if the parties fail to meet within said twenty (20) day period, either party may initiate mediation of the controversy or claim, or other procedures, as provided hereinafter. No attorney shall be present at such negotiations, except upon at least three (3) business days' notice to the other party. All negotiations under this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable federal and state rules of evidence. If the dispute has not been resolved by negotiation as provided above, either party may give notice to the other requesting initiation of proceedings to resolve the matter by final and binding arbitration under the then current Rules of the American Arbitration Association ("AAA"). Any arbitration will proceed in Elkhart, Indiana and be governed by the Federal Arbitration Act (Title 9 of the United States Code).

Any arbitration proceeding will be before a single arbitrator selected according to the Commercial Arbitration Rules of the AAA. The arbitrator will be a neutral attorney who has practiced in the area of real estate law for a minimum of ten years. The arbitrator will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

25. **Applicable Law.** This Agreement shall be governed by the laws of the State of Indiana.

26. **Memorandum of Lease**. This Agreement will not be recorded; however, the parties agree that a Memorandum of Lease describing the Premises, stating the term of this Agreement and referring to this Agreement, will be recorded in its place if requested by either party.

27. **Severability**. If any covenant, agreement or condition of this Agreement or the application thereto to any person or circumstance will to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such covenant, agreement or condition to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected thereby. Each covenant, agreement and condition of this Agreement will be valid and enforceable to the fullest extent permitted by law.

28. **Headings**. The section headings in this Agreement are for convenience only and will not in any way limit or be deemed to construe or interpret the terms or provisions hereof.

29. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which will be deemed to be one and the same instrument.

******

IN WITNESS WHEREOF, the parties hereto have executed this Lease Agreement at Cleveland, Ohio, on the date first above written.

LANDLORD:
AWT, Inc.

By: _____
George G. Thomas, President

TENANT:

Adorn, LLC

By: _____

Title: Chairman

EXHIBIT "A"

1808 W. Hively Avenue
Elkhart, Indiana 46517

Square Footage:
plant: 205,000
office: 5,000

Legal:

A part of the Fractional Northwest Quarter (NW ¼) of Section Eighteen (18) Township Thirty-seven (37) North, Range Five (5) East, more particularly described as follows:

Beginning at a railroad spike found on the South line of said Fractional Quarter Section, at the Southwesterly corner of Land conveyed to Skyline Corporation (Elkhart County Deed Record 286, page 343), said railroad spike being North Eighty-nine (89) degrees Thirteen (13) minutes West, Seven hundred six and seven tenths (706.7) feet from the Southeast corner of said Fractional Quarter Section; thence continuing North Eighty-nine (89) degrees Thirteen (13) minutes West along the South line of said Fractional Quarter Section, Five hundred fifty-three and eight hundredths (553.08) feet to a railroad spike found at the Southeasterly corner of land conveyed to Haffner Supply, Inc. (Elkhart County Deed Record 351, page 168); thence North Zero (00) degrees Two (02) minutes West along the Easterly line of said Haffner Supply, Inc. land, One thousand seventy-eight and twenty-one hundredths (1078.21) feet to an iron stake set on the Southerly line of the recorded Plat of Fieldhouse's West Side Addition, said point also being the Northeasterly corner of said Haffner Supply, Inc. land; thence South Eighty-nine (89) degrees Ten (10) minutes East along the Southerly line of the recorded Plat of said Fieldhouse's West Side Addition, Five hundred fifty-three and ninety hundredths (553.90) feet to an iron stake found on the Westerly line of land conveyed to Skyline Homes, Inc. (Elkhart County Deed Record 255, page 96); thence due South along the Westerly line of said Skyline Homes, Inc. land and Westerly line of said aforementioned Skyline Corporation land, One thousand seventy-seven and seventy-seven hundredths (1077.77) feet to the place of beginning.

LANDLORD AGREEMENT

THIS LANDLORD AGREEMENT (this "Agreement") is issued on May 11, 2007 by AWT, Inc. (the "Landlord") in favor of JPMorgan Chase Bank, N.A., as Administrative Agent (in such capacity, the "Agent"), on behalf of itself and certain other financial institutions (collectively, the "Lenders").

WITNESSETH:

WHEREAS, Patrick Industries, Inc. (the "Borrower"), the Lenders and the Agent have entered into a credit agreement pursuant to which the Lenders may from time to time make loans or other financial accommodations to or for the benefit of the Borrower;

WHEREAS, Adorn, LLC (the "Lessee"), a subsidiary of the Borrower, has guaranteed all of the Borrower's obligations to the Agent and the Lenders (all obligations of the Lessee under such guaranty, the "Liabilities") and, to secure its obligations under such guaranty, has granted to the Agent a valid and perfected security interest in all of the Lessee's personal property, including accounts, inventory, equipment, machinery and general intangibles and all proceeds of the foregoing (the "Collateral"), pursuant to a security agreement among the Lessee, various other parties and the Agent (as amended, restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, some of the Collateral is now and/or from time to time hereafter may be located at the premises known as 1808 W. Hively Avenue., Elkhart, Indiana 46517 (the "Premises") owned and leased by the Landlord, in whole or in part, to the Lessee pursuant to the Real Property Lease Agreement dated February 29, 2000 (as amended, restated, replaced or otherwise modified from time to time, the "Lease");

WHEREAS, the Landlord desires to continue to lease the Premises to the Lessee and to receive rental payments therefor pursuant to the Lease and, accordingly, desires that the Lessee remain in business and continue to operate the Premises; and

WHEREAS, as a condition precedent to making or continuing to make loans and other financial accommodations to the Borrower, the Agent and the Lenders have required that Lessee obtain this Agreement from the Landlord;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Landlord covenants and agrees with the Lenders and the Agent as follows:

1. The Landlord represents and warrants that:

A. Attached hereto as Exhibit A is a true and correct copy of the Lease and all amendments thereto, and the Lease has not otherwise been modified, amended or terminated by the Landlord. The Lessee is presently not in default of any payment due under the Lease.

B. The Landlord has not entered into any agreement providing for the discounting, advance payment, abatement or offsetting of rents under the Lease, no rent under

the Lease has been paid for more than one installment in advance and the Landlord has not paid any construction allowance or other amount to the Lessee (except as otherwise expressly provided in the Lease).

C. The Landlord is not a party to litigation affecting the Premises.

D. The Landlord has not received written notice of any condemnation proceeding with respect to the Premises.

E. As of the date hereof, no default, or event that with the passage of time or giving of notice or both would be a default, exists or is occurring with respect to the Lease.

2. The Landlord waives all rights that the Landlord now has or hereafter may have, under the laws of the State of Indiana or by virtue of (a) the Lease, (b) any renewal, extension, amendment, modification, substitution or replacement thereof (a "New Lease") or (c) the Lessee's occupation of the Premises, to levy or distrain upon for rent (in arrears in advance or both) or for any other monetary obligation arising by reason of a default under the Lease or any New Lease, or to claim or assert any lien, right, claim or title to, any of the Collateral that now or hereafter may be, or be installed, on the Premises.

3. The Landlord agrees that the Collateral (a) is and shall remain personal property notwithstanding the manner or mode of the attachment of any item of Collateral to the Premises and (b) is not and shall not become or be deemed to be fixtures.

4. The Landlord acknowledges that the Agent's security interest in the Collateral pursuant to the Security Agreement is superior to any lien, right, claim or title of any nature that the Landlord now has or hereafter may have or assert in or to the Collateral under any statute, the Lease, any New Lease, any other agreement or otherwise.

5. The Landlord agrees to promptly provide the Agent, by certified mail, return receipt requested, at the address set forth above, with a copy of any notice given by the Landlord to the Lessee with respect to any default under the Lease, and the Landlord grants to the Agent the option to cure any such default within 30 days of the receipt of notice thereof and the privilege of performing any of the Lessee's obligations or exercising any election, option or privilege conferred upon the Lessee under the Lease; provided that under no circumstance shall the Agent be obligated to cure a default or perform any obligation under the Lease.

6. If the Agent undertakes to enforce its security interest in the Collateral upon the default by the Lessee in the payment or performance of any of the Liabilities, the Landlord will (a) cooperate with the Agent in its efforts to assemble all of the Collateral located on the Premises, (b) permit the Agent to occupy and remain on the Premises for 90 days after the Agent declares such default to display, operate, sever, remove, maintain, prepare for sale or lease, repair, lease, transfer and/or sell (at public auction or private sale) the Collateral, or any part thereof, and (c) not hinder the Agent's actions in enforcing its security interest in the Collateral. The Agent shall pay rent to the Landlord in an amount equal to the rent payable under the Lease on a per diem basis for each day on which the Agent occupies the Premises pursuant to clause (b).

7. The Landlord agrees that the Agent and the Lenders may, without affecting the validity of this Agreement, extend, amend or otherwise modify the terms of payment or performance of any of the Liabilities, without the consent of, and without notice to, the Landlord.

8. The Landlord agrees that it will notify any purchaser of the Premises and any subsequent mortgagee or other encumbrance holder of the existence of this Agreement.

9. This Agreement shall be interpreted under the laws of the United States of America and the State of Indiana.

10. This Agreement shall be binding upon the executors, administrators, successors, transferees and assignees of the Landlord and shall inure to the benefit of the successors and assigns of the Agent and the Lenders. Subject to limitation, the rights and interests of Lessee or any successor thereof in the Premises cannot be conveyed or assigned without prior consent of Landlord.

IN WITNESS WHEREOF, this Agreement has been duly executed and delivered as of the day and year specified at the beginning hereof.

AWT, Inc.

By: _____

Title: Sec/Treas

EXHIBIT A

COPY OF LEASE

Rec'd 2/4/2008

January 31, 2008

Mr. Andy Nemeth
Patrick Industries
107 W. Franklin Street
Elkhart, IN 46515

Dear Andy

Please find enclosed the Notice of Assessment of Land and Structures Form 11 for the one of the properties that Patrick leases from AWT, Inc As this assessment has a direct effect on the property taxes Patrick pays to AWT, I thought you would like a copy Please feel free to contact me with any questions

Sincerely,

Mike Wagner
CFO, AWT, Inc
574-295-0229

NOTICE OF ASSESSMENT OF LAND AND STRUCTURES - FORM 11 C/I

State Form 45650 (R5 / 2-06)
Prescribed by Department of Local Government Finance

This notice indicates the assessed value of your property Information on the valuation of your property and a copy of the property record card can be obtained from the Township Assessor at the telephone number and address below You have the right to appeal this assessment by submitting a letter to the Township Assessor. The letter must include the Parcel or ID number, property address or location, and your name and address You need to file this letter within forty-five (45) days of the date this notice was mailed The Township Assessor is to contact you within thirty (30) days for a preliminary conference. If you do not receive any communication from the township, you may request a hearing with the county Property Tax Assessment Board of Appeals by contacting the County Assessor. (IC 6-1 1-15)

Name and address of property owner	Legal description
AWT INC 2135 INDUSTRIAL PKWY ELKHART IN 46516-0000	SW PT NW1/4 EX 12.6A EX 13.70A EX .159A ROW SEC 18 (TIF 99) 13.541A
	Parcel or ID number 20-06-18-177-001.000-011
	Property address 1808 W HIVELY

PREVIOUS ASSESSMENT AT 100% OF TRUE TAX VALUE		NEW ASSESSMENT EFFECTIVE MARCH 1, 2007	
LAND	338,300	LAND	333,900
STRUCTURES	4,025,300	STRUCTURES	5,093,100
TOTAL	4,363,600	TOTAL	5,427,000

Reason for revision of assessment

Corrected land for ROW

Assessment Changed Due to Annual Market Value Adjustment.

THIS IS NOT A TAX BILL

If you have not filed for the HOMESTEAD CREDIT, MORTGAGE EXEMPTION, or OTHER EXEMPTIONS you may file in the Auditor's Office. To check on exemptions please call 535-6710.

If the change in assessment is due to a new home, you should be aware that there are many property tax benefits or deductions available. Please see INDIANA PROPERTY TAX BENEFITS (State Form 51781) available on the DLGF - website www.IN.gov/dlgf. If the non-residential real property is reassessed because it has been rehabilitated, you may be eligible for rehabilitation deductions - see Forms 322 or 322A. Other non-residential construction may be eligible for deductions see Forms 322-ERA and RPID-1.

County	Township	Date of notice (month, day, year)
Elkhart	Concord	01/30/08

Township Assessor	Telephone number
Kristin L. Rowe	(574) 523-2217

Address (number and street, city, state, ZIP code)

315 S. 2nd St. Elkhart, IN 46515

FM11

C
2018 Fieldhouse &
2019 W. Lusher

James P. Potter | Patrick Industries, Inc.

[SELLER] | [PURCHASER]

CLOSING STATEMENT

I.	PURCHASE PRICE:		$28,000.00
II.	LESS EARNEST MONEY DEPOSIT:		500.00
III.	GROSS AMOUNT DUE SELLER AT CLOSING:		$27,500.00
IV.	LESS CREDITS DUE PURCHASER FOR PAYMENTS TO BE MADE BY PURCHASER FOR THE ACCOUNT OF SELLER:		
	A. Elkhart County Abstract Company, Inc., for abstract continuation re Lots 72, 73, 74 and 75, FIELDHOUSE'S WEST SIDE ADDITION	$143.00	
	B. Pro ration of taxes for the year 1984, payable in 1985 (computed on the basis of 1983 taxes, paid in 1984: Lot 72, $11.64; Lot 73, $106.86; Lot 74, $43.18; and Lot 75, $43.18 = Total 1983 taxes paid in 1984, $204.86/daily rate of taxes, $0.56 per day) -- for 303 days	169.68	
	TOTAL PAYMENTS TO BE MADE BY PURCHASER FOR ACCOUNT OF SELLER:		312.68
V.	NET MONEYS DUE TO SELLER AT CLOSING:		$27,187.32

This Closing Statement is examined and approved this 29th day of October, 1984, at Elkhart, Indiana.

PATRICK INDUSTRIES, INC.

James P. Potter

By: Robert A. Pfaff
Its Attorney

OLIVE JANE CURRY

[SELLER]

PATRICK INDUSTRIES, INC.

[PURCHASER]

Re: Lots 84, 85, 86 and 87 of
Fieldhouse's West Side Addition
to the City of Elkhart, Indiana

CLOSING STATEMENT

GROSS PURCHASE PRICE:	$37,500.00
LESS: Tax pro ration for 1987 taxes, payable in 1988 as follows:	
$251.14 divided by 365 days = $.688 per day X 329 days (January 1, 1987, through November 25, 1987)	226.35
NET PURCHASE PRICE:	$37,273.65

THIS CLOSING STATEMENT EXAMINED AND APPROVED THIS 25th DAY OF November, 1987.

PATRICK INDUSTRIES, INC.

By: _____

Olive Jane Curry

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

IN THE ELKHART SUPERIOR COURT NO. 2

CAUSE NO. 20 D 02 88 06 CP 421

PATRICK INDUSTRIES, INC.,
Plaintiff,

v.

OLIVE JANE CURRY,
Defendant.

CONSENT JUDGMENT

JUL 07 1988

COME NOW the parties, Patrick Industries, Inc., by counsel and the Defendant, Olive Jane Curry, by her duly appointed, qualified and acting attorney-in-fact, Al Schmalenberger, and stipulate and agree that the Court may enter a Consent Judgment solely on the basis of the following facts:

1. That Patrick Industries, Inc., is the owner of the following described real estate located in Elkhart County, State of Indiana, to-wit:

> Lots Numbered Eighty-four (84), Eighty-five (85), Eighty-six (86) and Eighty-seven (87) as the said Lots are known and designated on the recorded Plat of FIELDHOUSE'S WEST SIDE ADDITION to Elkhart, Indiana; said Plat being recorded in Deed Record 115, at page 477 of the records in the Office of the Recorder of Elkhart County, Indiana.
>
> ALSO, the North half (N½) of the vacated alley lying South of and adjacent to said lots.

Pursuant to a certain Warranty Deed executed by Olive Jane Curry on or about November 25, 1987, which deed was duly recorded in the records of Elkhart County, Indiana, on December 7, 1987, as Document No. 87-026958.

2. That the consideration paid to the said Olive Jane Curry at the time of the making of said deed, Thirty-seven Thousand Five Hundred ($37,500.00) Dollars less tax pro rations for a net check of Thirty-seven Thousand Two Hundred Seventy-three and 65/100 ($37,273.65) Dollars, was the agreed amount of the sale price for said

PFAFF
AND
BROTHERSON
ATTORNEYS AT LAW
317 WEST HIGH STREET
P O BOX 507
ELKHART, INDIANA 46515
(219) 294-5421

real estate; that erroneously the said Olive Jane Curry caused the 1987 real estate taxes, payable in 1988, in the sum of Two Hundred Eighty-two and 50/100 ($282.50) Dollars to be paid to the Treasurer of Elkhart County, Indiana; that Patrick Industries, Inc., and the Defendant have agreed to an additional payment of One Thousand ($1,000.00) Dollars to be paid by the Plaintiff to the Defendant as additional consideration for the conveyance of said real estate.

3. That the costs of the action should be assessed against the Plaintiff, Patrick Industries, Inc., and each of the parties shall be responsible for the payment of its or her own attorney fees, if any.

And the Court, being duly advised in the premises and having examined the pleadings in this action and the above and foregoing stipulation of fact, NOW FINDS that Patrick Industries, Inc., is the owner of the above described real estate; that Olive Jane Curry has no ownership interest in said real estate or any legal or equitable title thereto; that Olive Jane Curry is entitled to the payment of the sum of Thirty-eight Thousand Five Hundred Fifty-six and 15/100 ($38,556.15) Dollars; and that the costs of the action are to be assessed against Patrick Industries, Inc.

NOW, THEREFORE, IT IS CONSIDERED, ORDERED, ADJUDGED AND DECREED by the Court that:

A. Patrick Industries, Inc., is the owner of the legal and equitable title to the following described real estate located in Elkhart County, State of Indiana, to-wit:

> Lots Numbered Eighty-four (84), Eighty-five (85), Eighty-six (86) and Eighty-seven (87) as the said Lots are known and designated on the recorded Plat of FIELDHOUSE'S WEST SIDE ADDITION to Elkhart, Indiana; said Plat being recorded in Deed Record 115, at page 477 of the records in the Office of the Recorder of Elkhart County, Indiana.

PFAFF
AND
BROTHERSON
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ELKHART, INDIANA 46515
(219) 294-5421

ALSO, the North half (N½) of the vacated alley lying South of and adjacent to said lots.

B. Olive Jane Curry has no legal or equitable title to the above described real estate, having previously conveyed any and all interests in said real estate which she may have previously had or possessed to Patrick Industries, Inc., by deed dated November 25, 1987, and recorded December 7, 1987, in the records of Elkhart County, Indiana, as Document No. 87-026958.

C. Patrick Industries, Inc., be and it hereby is ordered to pay to the Clerk of the Court for the benefit of Olive Jane Curry the sum of Thirty-eight Thousand Five Hundred Fifty-six and 15/100 ($38,556.15) Dollars.

D. The costs of the action are assessed against Patrick Industries, Inc.

E. The costs of the action having been paid, the case is now ordered off the docket.

Dated at Elkhart, Indiana, this 7 day of July, 1988.

Judge, Elkhart Superior Court No. 2

THIS JUDGMENT IS APPROVED
AS TO FORM AND CONTENT THIS
7 DAY OF JULY, 1988:

PATRICK INDUSTRIES, INC.

By: _____
Robert A. Pfaff,
Its Attorney

OLIVE JANE CURRY

By: _____
Al Schmalenberger, her
duly appointed, qualified
and acting attorney-in-fact

PFAFF
AND
BROTHERSON
ATTORNEYS AT LAW
317 WEST HIGH STREET
P O BOX 507
ELKHART, INDIANA 46515
(219) 294-5421

PFAFF AND BROTHERSON
ATTORNEYS AT LAW
314 WEST HIGH STREET
P.O. BOX 507
ELKHART, INDIANA 46515

ROBERT A. PFAFF
JAMES R. BROTHERSON
L. BENJAMIN PFAFF
ROBERT W. DUNBAR

TELEPHONE
AREA CODE 219
294-5421

October 17, 1984

Patrick Industries, Inc.
1800 South 14th Street
Elkhart, IN 46516

Gentlemen:

At your request, we have examined six (6) Abstracts of Title as follows:

I. Consolidated abstract continuation covering the period from the date of entry to September 20, 1907, consisting of one (1) continuation with Items No. 1 through 20, inclusive.

II. A separate abstract pertaining to Lot Number Seventy-two (72) of the real estate described below in one (1) continuation with entries numbered 21 through 28, inclusive, covering the period from September 20, 1907, to June 8, 1945.

III. A separate abstract pertaining to Lot Number Seventy-three (73) of the real estate described below in three (3) continuations with entries numbered 1-4, 1-3 and 1-10 covering the period from September 20, 1907, to February 23, 1945.

IV. A separate abstract pertaining to Lot Number Seventy-four (74) of the real estate described below in one (1) continuation with entries numbered 21 through 53, inclusive, covering the period from September 20, 1907, to May 27, 1949.

V. A separate abstract pertaining to Lot Number Seventy-five (75) of the real estate described below in two (2) continuations with entries numbered 21-27 and 28-32 covering the period from September 20, 1907, to March 12, 1968.

VI. A consolidated continuation pertaining to all lots consisting of entries 1 through 9, inclusive, commencing with the ending dates of abstracts numbered II through V, inclusive, to and including October 4, 1984, prepared by Elkhart County Abstract Company, Inc., on October 4, 1984, covering that real estate located in Elkhart County, State of Indiana, more particularly described as follows, to-wit:

> Lots Numbered Seventy-two (72), Seventy-three (73), Seventy-four (74) and Seventy-five (75) as the said Lots are known and designated on the recorded Plat of FIELDHOUSE'S WEST SIDE ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 115, page 477 in the Office of the Recorder of Elkhart County, Indiana.

Based exclusively upon an examination of said Abstracts, it is our opinion that on October 4, 1984, marketable title to the above described real estate was vested in

JAMES P. POTTER and BETHELENE A. POTTER,
Husband and Wife,

subject to the following:

1. For a description of the recorded Plat of FIELDHOUSE'S WEST SIDE ADDITION to the City of Elkhart as the same appears in the Abstract, please see Item No. 19 of Abstract I.

2. Items No. 23 of Abstract II, 2 of the first continuation of Abstract III, 23 of Abstract IV and 23 of the first continuation of Abstract V refer to the first deeds of each of the above described lots from the proprietor of the Plat to a grantee in the chain of title. Each of said deeds contains a restriction regulating the erection of buildings upon the several lots of the above described real estate, which restriction essentially reads as follows:

> ". . .(T)he front of no building shall ever be erected on said land in Fieldhouse's West Side Addition nearer than twenty-two feet from th north line of Fieldhouse Avenue, except for stores or factories."

Since it is my understanding that you intended use of the real estate is for manufacturing purposes, it would appear that the exception above quoted to the restrictions should suffice to allow you to construct a factory building closer than twenty-two (22) feet to the north line of the said Fieldhouse Avenue subject, however, to the applicable requirements of the Zoning Ordinance of the City of Elkhart, Indiana.

3. From information independently furnished us, we are advised that one of the record owners, namely Bethelene A. Potter, is deceased. Assuming that information is correct, the deed of conveyance from the survivor, James P. Potter, should contain a certificate and affidavit substantially as follows:

> "Grantor certifies under oath that he is the survivor of a tenancy by the entireties between James P. Potter and Bethelene A. Potter, Husband and Wife; that Grantor and the said Bethelene A. Potter were continuously husband and wife from the date upon which they took title to each of the lots in the above described real estate until the death of the said Bethelene A. Potter and were not divorced; that the said Bethelene A. Potter departed this life a resident of Elkhart County, Indiana, on the _____ day of _____, 19___; that neither the estate of the said Bethelene A. Potter nor the taxable transfers from the estate of said decedent were subject to federal estate tax or Indiana inheritance tax, as the case may be; and that the undersigned Grantor is the sole record owner of the above described real estate as at the time of this conveyance and that no other person has or possesses any interest in the above described real estate other than the Grantor."

4. Items No. 6 through 9, inclusive, of the last continuation of the Abstract refer to real estate taxes assessed by the State of Indiana and political subdivisions thereof and disclose that taxes assessed against the above described real estate have been paid for all prior years through 1983 taxes, payable in 1984. Taxes as assessed for the year 1984, payable in 1985 constitute a lien against the above described real estate. The code numbers for the above described real estate are as follows:

Lot Number 72	-	25-06-18-101-018
Lot Number 73	-	25-06-18-101-017

Lot Number 74	-	25-06-18-101-016
Lot Number 75	-	25-06-18-101-015

5. This opinion is expressly made subject to the rights of parties in possession, mechanic's liens, claims or other encumbrances and assessments not shown of record and, further, to matters of encroachment of adjoining owners and/or questions of disputed survey or boundary lines and to all subdividing and zoning ordinances of the appropriate governmental authorities. Further, no representations are made herein as to identity and competency of the parties in the various chains of title or whether the various recitals relative to celibacy, heirship, etc., are correct.

Very truly yours,

PFAFF AND BROTHERSON

Robert A. Pfaff

RAP:wr

PFAFF AND BROTHERSON
ATTORNEYS AT LAW
314 WEST HIGH STREET
P. O BOX 507
ELKHART, INDIANA 46515

ROBERT A. PFAFF
JAMES R. BROTHERSON
L. BENJAMIN PFAFF

TELEPHONE
AREA CODE 219
294-5421

October 18, 1984

PERSONAL AND CONFIDENTIAL

Mr. Donald Hahn
Mor-Ryde, Inc.
1966 Moyer
Elkhart, IN 46516

Dear Mr. Hahn:

I enclose a copy of my abstract opinion letter which I have this date delivered to Patrick Industries concerning the property owned by your father-in-law. It is my understanding that your mother-in-law is deceased and that your father-in-law will be conveying the real estate as the survivor of the tenancy between the two of them. For your convenience, I have prepared a draft of a deed to be executed by your father-in-law and forward the same to you herewith for review. The only insertion in that form of deed will be the date of your mother-in-law's death if indeed she is deceased.

We are gathering the tax information which appears to be the only deduction from the purchase price for use on the closing statement and will advise you when the same is ready. We would propose to have the closing of the transaction sometime towards the end of next week or early the week of November 5.

Should you have any questions, comments or corrections concerning the enclosures, please advise at your convenience. Naturally, if your mother-in-law is not deceased, we will revise the deed to include her signature. If your father-in-law does not intend to attend the closing of the sale, you should have him sign the original of the deed prior to closing before a Notary Public in and for Elkhart County and have the Notary complete the acknowledgment clause.

DUPLICATE
ORIGINAL

Form No 3

Note Use of this form constitutes practice of law and is limited to practicing lawyers.

WARRANTY DEED

THIS INDENTURE WITNESSETH, That JAMES P. POTTER

("Grantor")

of Elkhart County, in the State of Indiana, CONVEYS

AND WARRANTS to PATRICK INDUSTRIES, INC., an Indiana corporation with principal offices at 1800 South 14th Street, Elkhart, IN 46516,

of Elkhart County, in the State of Indiana, for the sum

of One and 00/100---------- Dollars ($ 1.00) and other

valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Elkhart County, in the State of Indiana.

COPY

Lots Numbered Seventy-two (72), Seventy-three (73), Seventy-four (74) and Seventy-five (75) as the said Lots are known and designated on the recorded Plat of FIELDHOUSE'S WEST SIDE ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 115, page 477 in the Office of the Recorder of Elkhart County, Indiana.

SUBJECT TO taxes, easements, assessments, restrictions, covenants and encumbrances, if any, of record.

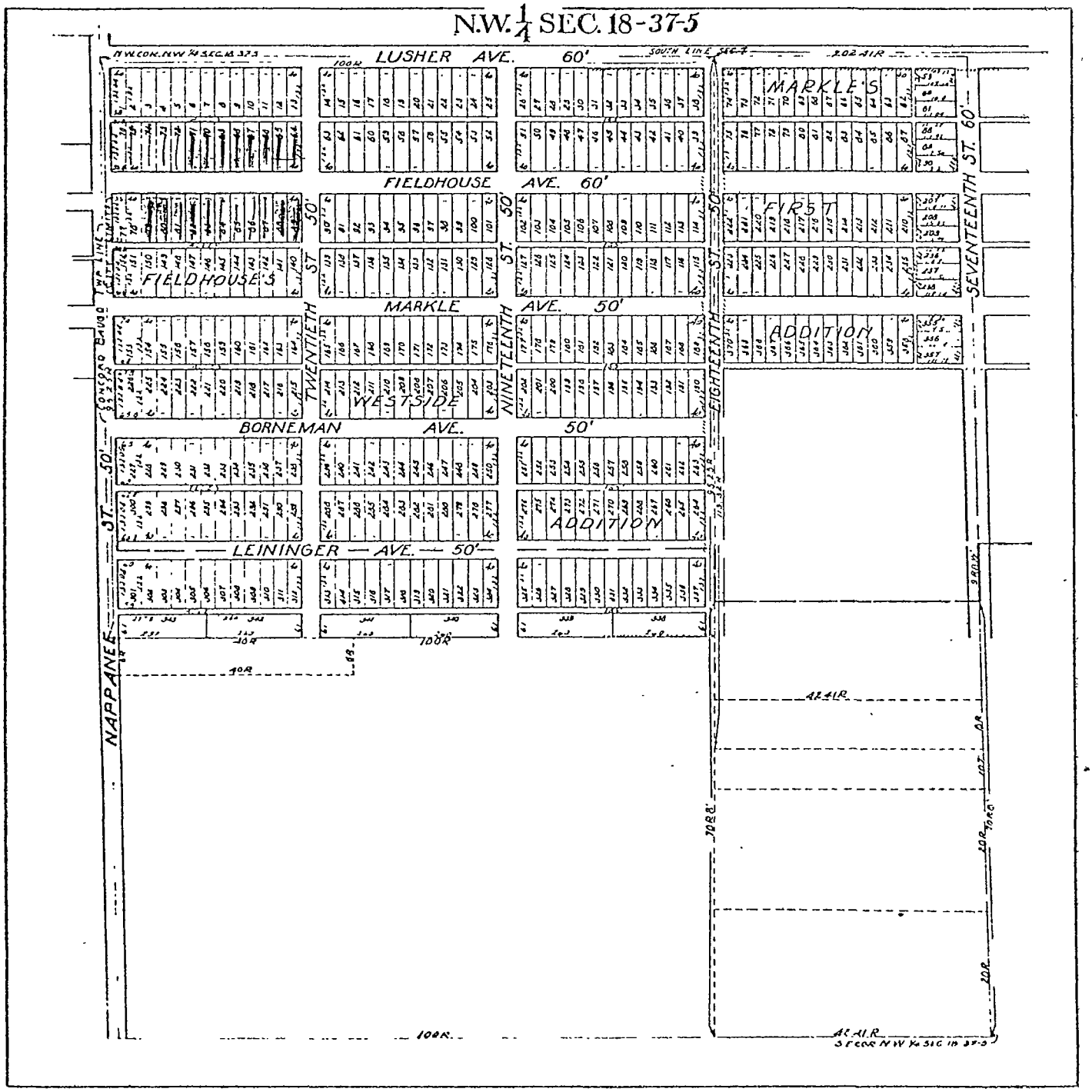
Grantor certifies under oath that he is the survivor of a tenancy by the entireties between James P. Potter and Bethelene A. Potter, Husband and Wife; that Grantor and the said Bethelene A. Potter were continuously husband and wife from the date upon which they took title to each of the lots in the above described real estate until the death of the said Bethelene A. Potter and were not divorced; that the said Bethelene A. Potter departed this life a resident of Elkhart County, Indiana, on the _____ day of _____, 19___; that neither the estate of the said Bethelene A. Potter nor the taxable transfers from the estate of said decedent were subject to federal estate tax or Indiana inheritance tax, as the case may be; and that the undersigned Gra[illegible] the sole record owner of the above described real est[illegible] other person has[illegible] real estate ot[illegible]

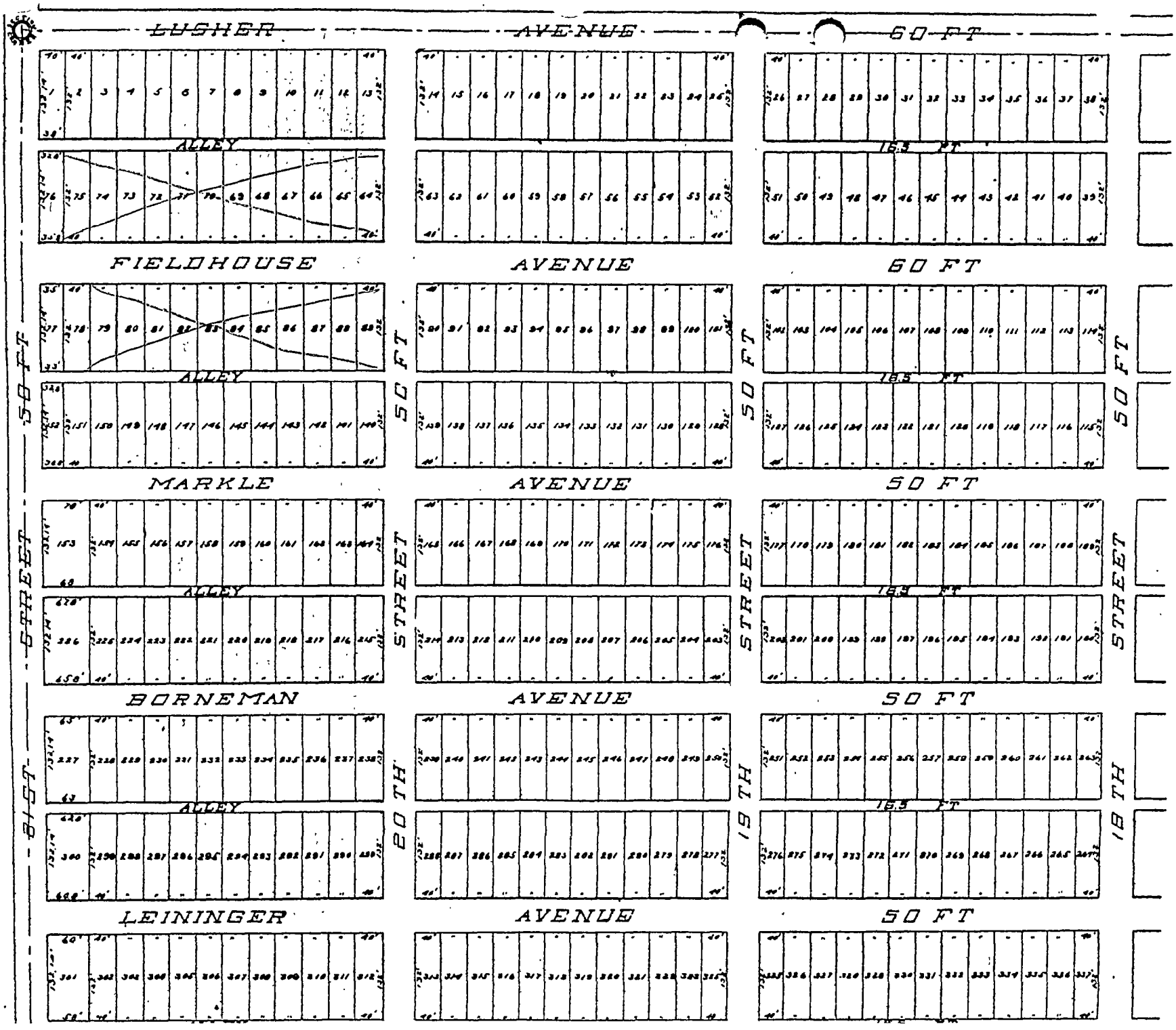
This inst[illegible]

Return to

nd tax statements to

53. 9913
Brado Ko
Rick Pharis




LUSHER AVENUE 60 FT
ALLEY
16.5 FT
FIELDHOUSE AVENUE 60 FT
ALLEY
16.5 FT
MARKLE AVENUE 50 FT
ALLEY
16.5 FT
BORNEMAN AVENUE 50 FT
ALLEY
16.5 FT
LEININGER AVENUE 50 FT
21ST STREET 50 FT
20TH STREET 50 FT
19TH STREET 50 FT
18TH STREET 50 FT

LUSHER
ENUE
60 FT
ALLEY
165 FT
FIELDHOUSE
AVENUE
60 FT
ALLEY
165 FT
MARKLE
AVENUE
50 FT
ALLEY
165 FT
BORNEMAN
AVENUE
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ALLEY
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LEININGER
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ALLEY
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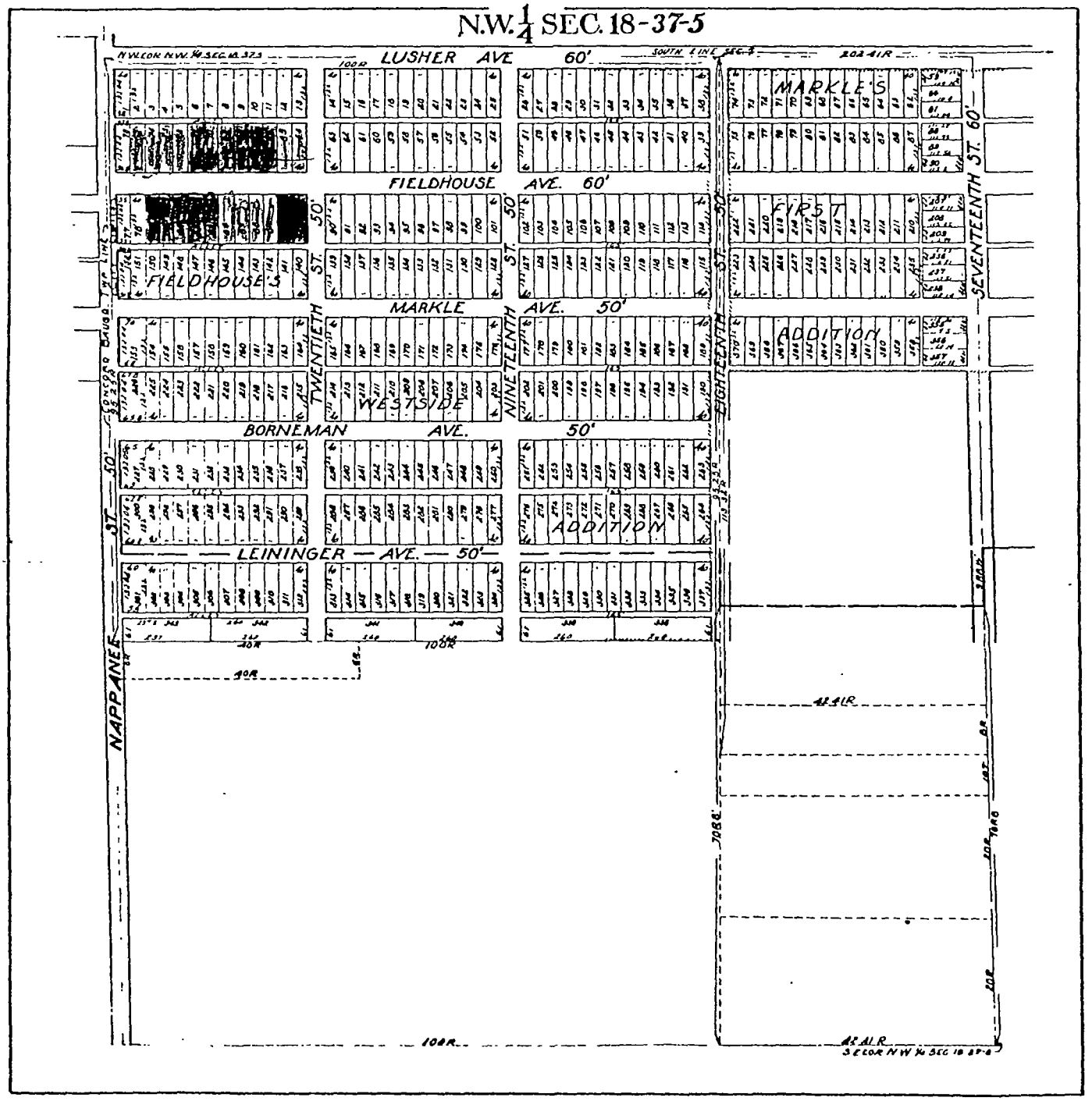
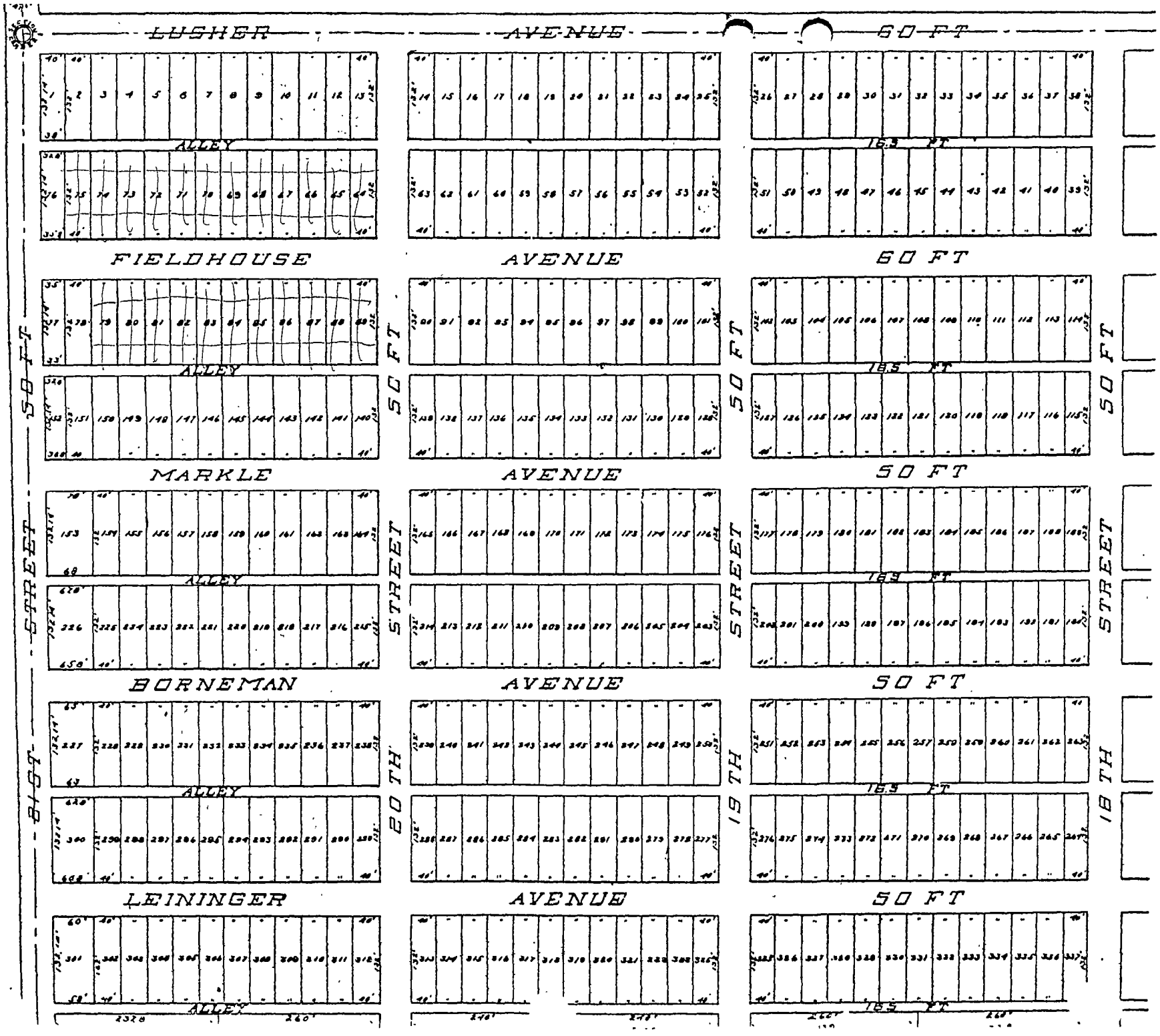
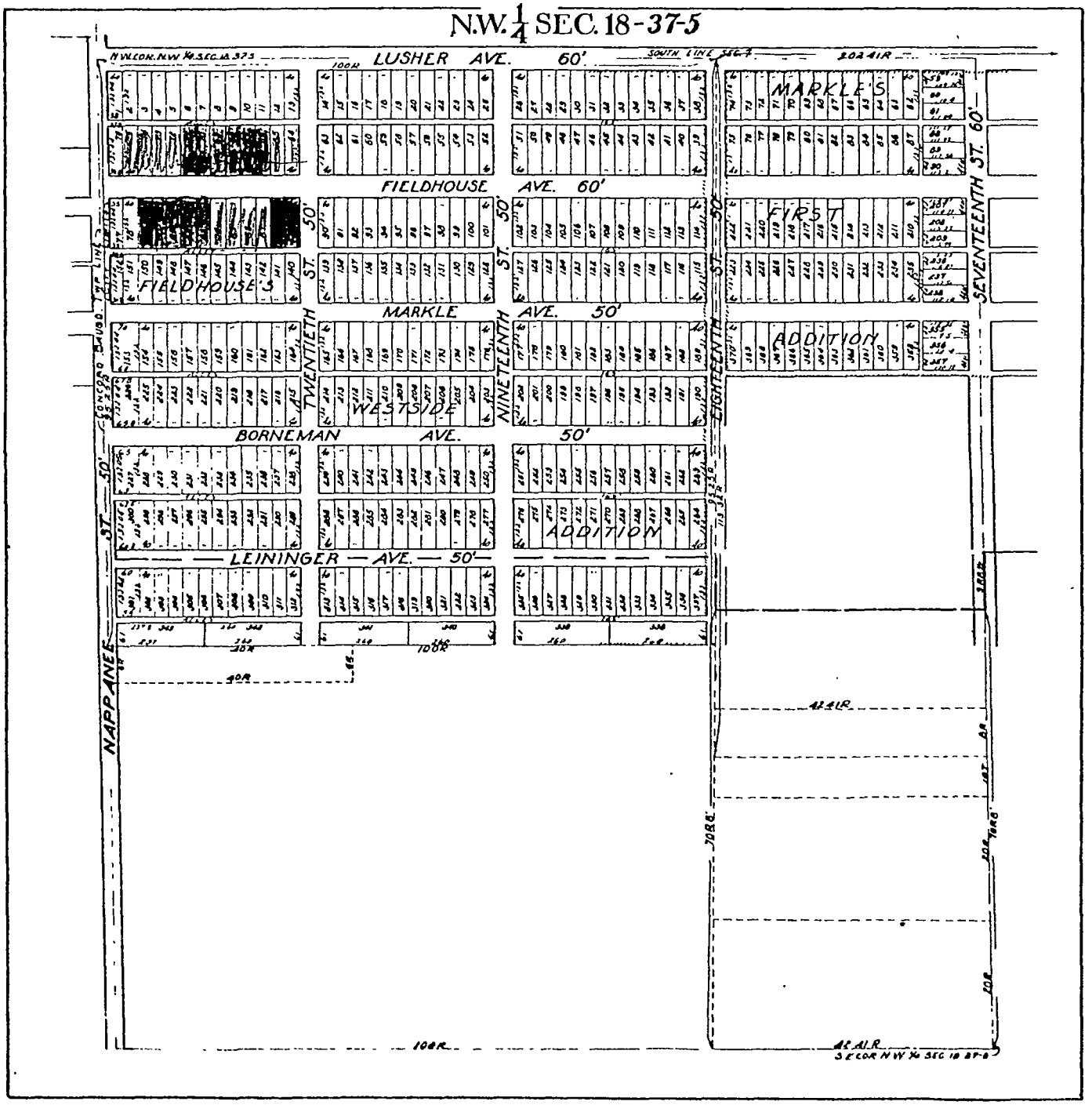


N.W. 1/4 SEC. 18-37-5
LUSHER AVE 60'
FIELDHOUSE AVE. 60'
MARKLE AVE. 50'
BORNEMAN AVE. 50'
LEININGER AVE. 50'
MARKLE'S
FIRST
ADDITION
FIELDHOUSE'S
WESTSIDE
ADDITION
TWENTIETH ST. 50'
NINETEENTH ST. 50'
EIGHTEENTH ST. 50'
SEVENTEENTH ST. 60'
NAPPANEE ST. 50'


LUSHER AVENUE 60 FT
ALLEY
16.5 FT
FIELDHOUSE AVENUE 60 FT
ALLEY
16.5 FT
MARKLE AVENUE 50 FT
ALLEY
16.5 FT
BORNEMAN AVENUE 50 FT
ALLEY
16.5 FT
LEININGER AVENUE 50 FT
ALLEY
16.5 FT
18TH STREET
19TH STREET
20TH STREET

Vic


N.W. 1/4 SEC. 18-37-5
LUSHER AVE. 60'
FIELDHOUSE AVE. 60'
MARKLE AVE. 50'
BORNEMAN AVE. 50'
LEININGER AVE. 50'
FIELDHOUSE'S
WESTSIDE
ADDITION
MARKLE'S
FIRST
ADDITION
TWENTIETH ST. 50'
NINETEENTH ST. 50'
EIGHTEENTH ST. 50'
SEVENTEENTH ST. 60'
NAPPANEE ST. 50'
CONCORD BAUGD. TWP. LINE
SOUTH LINE SEC. 7
N.W. COR. N.W. 1/4 SEC. 18 37-5
SECOR N.W. 1/4 SEC. 18 37-5

C(2)

Clean Air Environmental Services, Inc.

25088 Pin Oak Dr.
P.O. Box 3053
South Bend, IN 46619
574-232-6607 Fax: 574-287-2575

Fax Transmission

To:	Brent Miller FM Stone
Fax Number:	574-295-1711
From:	**Rick Cavinder**
Re:	Patrick Industries
Pages:	5
Date:	April 21, 2006

Comments: Faxing project waste disposal manifests and final visual certificate. Please call with any questions.

Thanks
Rick

CLEAN AIR ENVIRONMENTAL SERVICES, INC.

Contractor/Supervisor

Final Visual Inspection Certificate

Project: **Patrick Industries (Mobilcraft Wood Products)**

Project Location: **2018 Fieldhouse Av.**

Location of Work: **Various locations**

Visual Inspection Date: **N/A**

Start Date: **4/10/2006**

Completion Date: **4/20/2006**

I hereby certify that the following items have been completed and was performed in accordance to all applicable regulations.

1. All regulated Asbestos Containing Building Materials was wetted at the appropiate time during removal.

2. There was no evidence of visual emissions of regulated Asbestos Containing Building Materials throughout this project.

3. All regulated Asbestos Containing Building Materials as identified in the scope of work, has been properly removed and the work area is free of all suspect asbestos debris. Despite all efforts it may not be possible to observe or identify all asbestos containing materials that is concealed such material should be handled in a manner that is consistent with all applicable regulations.

Signed: **Richard L. Cavinder**

Date: **4/21/2006**

IDEM Supervisor License No: **IDEM 191015037**

Expires: **4/3/2007**

142737
5.68

ASBESTOS WASTE SHIPMENT/DISPOSAL RECORD

instruction on other side

GENERATOR

1. REMOVAL PROJECT LOCATION
Name: Patrict Industries
Mailing 2018 Fieldhouse Av.
Address Elkhart, IN 46516
Location Phone:

2. OWNER
Name: SAME
107 W. Franklin St.
Elkhart, IN 46516

3. OPERATION/CONTRACTOR
Name: Clean Air Environmental Services, Inc.
Mailing 23349 State Rd. 23 West
Address: South Bend, IN 46614
Phone: 574-232-6607

4. AUTHORIZED AGENT
Name: Rick Cavinder

WASTE

5. WASTE DISPOSAL SITE (WDS)
Name: County Line Landfill
Mailing 7922 N. Old U.S. Highway 31
Address: Argos, IN 46501
Location: 574-892-6483
Disposal Site Operator:
Phone: Number Type Cu ft., Cu Yds., Lbs., Tons

6. RESPONSIBLE AGENCY
IDEM
100 N. Senate
Indianapolis, IN
Address:

7. DESCRIPTION: R. Q. ASBESTOS, NA2212
SHIPPING NAME: R. Q. ASBESTOS, 9, NA2212, P.G. III

8. CONTAINERS	9. TOTAL QUANTITY
297 BGS	15 C.Yds.

10. SPECIAL HANDLING INSTRUCTIONS AND ADDITIONAL INFORMATION
All Materials have been wetted, bagged and labeled for disposal
EMERGENCY RESPONSE PHONE NUMBER: 317-232-8461

11. OPERATOR'S CERTIFICATION
I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.

Rick Cavinder President [signature] 4/12/2006
Name (printed or typed) Title Signature Date (MM/DD/YY)

12. TRANSPORTERS
(acknowledgement of receipt of materials)

TRANSPORTER #1
Name: Clean Air Environmental Services, Inc.
Mailing 23349 State Rd. 23 West
Address: South Bend, IN 46614
Phone: 574-232-6607

Ryan Cavinder driver
Name (printed or typed) Title
Signature [signature] 4/12/2006 Date (MM/DD/YY)

TRANSPORTER #2
Name
Name (printed or typed) Title
Signature Date (MM/DD/YY)

WASTE DISPOSAL SITE

13. DISCREPANCY INDICATION SPACE

14. CERTIFICATION OF RECEIPT
I hereby certify that the above named material has been accepted and that to the best of my knowledge the foregoing is true except as noted above.

[signature] R. Paschke 4/12/06
Name (printed or typed Title Signature Date (MM/DD/YY)

5/7/98

N3200
4.51

ASBESTOS WASTE SHIPMENT/DISPOSAL RECORD

instruction on other side

GENERATOR

1. REMOVAL PROJECT LOCATION
Name: Patrick Industries
Mailing Address: 2018 Fieldhouse Av.
Elkhart, IN 46516
Location Phone:

2. OWNER
Name: SAME
107 W. Franklin St.
Elkhart, IN 46516

3. OPERATION/CONTRACTOR
Name: Clean Air Environmental Services, Inc.
Mailing Address: 23349 State Rd. 23 West
South Bend, IN 46614
Phone: 574-232-6607

4. AUTHORIZED AGENT
Name: Rick Cavinder

WASTE

5. WASTE DISPOSAL SITE (WDS)
Name: County Line Landfill
Mailing Address: 7922 N. Old U.S. Highway 31
Argos, IN 46501
Location: 574-892-6483

6. RESPONSIBLE AGENCY
IDEM
100 N. Senate
Indianapolis, IN
Address:

Disposal Site Operator:
Phone: Number Type Cu ft. Cu Yds. Lbs. Tons

7. DESCRIPTION: R. Q. ASBESTOS, NA2212

SHIPPING NAME: R. Q. ASBESTOS, 9, NA2212, P.G. III

8. CONTAINERS	9. TOTAL QUANTITY
274 GGS.	13 C. Yds.

10. SPECIAL HANDLING INSTRUCTIONS AND ADDITIONAL INFORMATION
All Materials have been wetted, bagged and labeled for disposal

EMERGENCY RESPONSE PHONE NUMBER: 317-232-8461

11. OPERATOR'S CERTIFICATION
I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.

Rick Cavinder President 4/14/2006
Name (printed or typed) Title Signature Date (MM/DD/YY)

12. TRANSPORTERS
(acknowledgement of receipt of materials)

TRANSPORTER #1
Name: Clean Air Environmental Services, Inc.
Mailing Address: 23349 State Rd. 23 West
South Bend, IN 46614
Phone: 574-232-6607

Ryan Cavinder driver
Name (printed or typed) Title
Signature 4/14/2006
Date (MM/DD/YY)

TRANSPORTER #2
Name:
Name (printed or typed) Title
Signature Date (MM/DD/YY)

WASTE DISPOSAL SITE

13. DISCREPANCY INDICATION SPACE

14. CERTIFICATION OF RECEIPT
I hereby certify that the above named material has been accepted and that to the best of my knowledge the foregoing is true except as noted above.

Name (printed or typed) Title Signature Date (MM/DD/YY)

5/7/98

144200
4:30

ASBESTOS WASTE SHIPMENT/DISPOSAL RECORD

instruction on other side

GENERATOR

1. REMOVAL PROJECT LOCATION
Name: Patrick Industries
Mailing Address: 2018 Fieldhouse Av.
Elkhart, IN 46516
Location Phone:

2. OWNER
Name: SAME
107 W. Franklin St.
Elkhart, IN 46516

3. OPERATION/CONTRACTOR
Name: Clean Air Environmental Services, Inc.
Mailing Address: 23349 State Rd. 23 West
South Bend, IN 46614
Phone: 574-232-6607

4. AUTHORIZED AGENT
Name: Rick Cavinder

WASTE

5. WASTE DISPOSAL SITE (WDS)
Name: County Line Landfill
Mailing Address: 7922 N. Old U.S. Highway 31
Argos, IN 46501
Location: 574-892-6483

6. RESPONSIBLE AGENCY
IDEM
100 N. Senate
Indianapolis, IN
Address:

Disposal Site Operator:
Phone: Number Type Cu ft., Cu Yds., Lbs., Tons

7. DESCRIPTION: R. Q. ASBESTOS, NA2212

SHIPPING NAME: R. Q. ASBESTOS, 9, NA2212, P.G. III

8. CONTAINERS	9. TOTAL QUANTITY
256 BGS.	12 C. Yds.

10. SPECIAL HANDLING INSTRUCTIONS AND ADDITIONAL INFORMATION
All Materials have been wetted, bagged and labeled for disposal

EMERGENCY RESPONSE PHONE NUMBER: 317-232-8461

11. OPERATOR'S CERTIFICATION
I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packed, marked, and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations.

Rick Cavinder President 4/20/2006
Name (printed or typed) Title Signature Date (MM/DD/YY)

12. TRANSPORTERS
(acknowledgement of receipt of materials)

TRANSPORTER #1
Name: Clean Air Environmental Services, Inc.
Mailing Address: 23349 State Rd. 23 West
South Bend, IN 46614
Phone: 574-232-6607

Ryan Cavinder Driver
Name (printed or typed) Title
Signature 4/20/2006
Date (MM/DD/YY)

TRANSPORTER #2
Name:
Name (printed or typed) Title
Signature Date (MM/DD/YY)

WASTE DISPOSAL SITE

13. DISCREPANCY INDICATION SPACE

14. CERTIFICATION OF RECEIPT
I hereby certify that the above named material has been accepted and that to the best of my knowledge the foregoing is true except as noted above.

Name (printed or typed) Title Signature Date (MM/DD/YY)

5/7/98

BUYER(S) AND SELLER(S) CLOSING STATEMENT

MTC File No: C1536E06
Customer Reference: 2018 Fieldhouse, Elkhart, IN 46516
Buyer(s): Dimension Holdings, LLC, an Indiana LLC
Seller(s): Patrick Industries, Inc
Date: 4/21/2006
405 S. Second Street Ste 100, Elkhart, In 46516

	BUYER(S)	SELLER(S)
PURCHASE PRICE:	$225,000 00	$225,000 00
CHARGES:		
Commission to FM Stone (Less $2,500 Earnest)		$18,000 00
Appraisal Fee to Iverson Grove	$1,200 00	
Title insurance Owners (MTC)		$800 00
Settlement or closing fee (MTC)	$200 00	$200 00
Recording/Filing Handling Fee (MTC)	$115 00	
Document preparation to Andrew T. McGuire		$50 00
Asbestos Removal to Clean Air		$11,987.00
Environmental Assessment to Wightman Petrie		$1,995 00
Flood Determination to First State Bank	$22 00	
Real Estate Tax Proration		$5,237 95
7/1/2005 to 4/21/2006		
291 days @ $ 17 91 per diem		
May Taxes Due May 1, 2006		$3,268 12
TOTAL CHARGES:	$226,537.00	$41,538 07
CREDITS:		
Real Estate Tax Proration	$5,237 95	
7/1/2005 to 4/21/2006		
291 days @ $ 17 91 per diem		
Deposit or earnest money	$2,500 00	
Initial Advance on $300,000 00 Loan	$218,799 05	
Amount Available $81,200.95		
TOTAL CREDITS:	$226,537 00	$225,000 00
NET DUE (FROM BUYER - TO SELLER):	**Zero**	$183,461 93

Dimension Holdings, LLC, an Indiana LLC

By: _____
Darin J Miller, Member

By: _____
Michelle L Miller, Member

Patrick Industries, Inc , an Indiana corporation

By: _____

V Arkn

FIELD HOUSE

ADMINISTRATOR'S DEED VOL 367 PAGE 919

RUSSELL E. HEVELIN, as Administrator of the Estate of HAZEL BURWELL, deceased, which estate is under the supervision of the Elkhart Superior Court of Elkhart County, under Cause Number 8715 in the Office of the Clerk of Elkhart Superior Court of Elkhart County, Indiana (pursuant to an order of the Elkhart Superior Court of Elkhart County) dated on the 27 day of OCTOBER ,1977, entered in Order Book _____ on the records of said Court, on page _____,hereby conveys to:

PATRICK INDUSTRIES, INC., an Indiana corporation, of 1800 South 14th Street, City of Elkhart, Elkhart County, State of Indiana, for the sum of Seven Thousand Five Hundred and no/100 ($7,5000.00) Dollars, the receipt of which is hereby acknowledged, the following described real estate in Elkhart County, State of Indiana, to-wit:

Lots Number Seventy (70) and Seventy-one (71) as the said lots are known and designated on the recorded Plat of FIELDHOUSE'S WEST SIDE ADDITION to the City of Elkhart, Indiana.

IN WITNESS WHEREOF, the said Russell E. Hevelin, as Administrator of the estate of Hazel Burwell, has hereunto set his hand and seal this 27TH day of OCTOBER ,1977.

FILED FOR RECORD OCT 31 12 17 PM '77 Marjorie L. Millburn ELKHART COUNTY RECORDER

TRANSFER NO [illegible]
KEY NO 15967 + 15968
TOWNSHIP C C Con
DATE 10-31-77

2.50

Russell E. Hevelin
Russell E. Hevelin, Administrator
Estate of Hazel Burwell

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Before me, the undersigned, a Notary Public, in and for said County and State, personally appeared RUSSELL E. HEVELIN, as Administrator of the estate of HAZEL BURWELL, deceased, and acknowledged the execution of said deed to be his voluntary act and deed for the uses and purposes expressed therein.

WITNESS MY HAND AND SEAL THIS 27TH day of OCTOBER , 1977.

Vernon Atwater
Vernon Atwater

My Commission Expires:

November 10, 1979

EXAMINED AND APPROVED IN OPEN COURT THIS 27 DAY OF OCTOBER , 1977.

Pro Tem Judge, Elkhart Superior Court

Prepared by Vernon Atwater, Attorney at Law, 317 West High Street, Elkhart, Indiana 46515.

DULY ENTERED FOR TAXATION

Nov 26 1984

Nyla J. Stheen AUDITOR

P 8507

VOL 412 PAGE 701

Form No. 3

Note: Use of this form constitutes practice of law and is limited to practicing lawyers.

WARRANTY DEED

THIS INDENTURE WITNESSETH, That JAMES P. POTTER ("Grantor")

of Elkhart County, in the State of Indiana, CONVEYS AND WARRANTS to PATRICK INDUSTRIES, INC., an Indiana corporation with principal offices at 1800 South 14th Street, Elkhart, IN 46516, of Elkhart County, in the State of Indiana, for the sum of One and 00/100---------- Dollars ($ 1.00) and other valuable consideration, the receipt of which is hereby acknowledged, the following described real estate in Elkhart County, in the State of Indiana

Lots Numbered Seventy-two (72), Seventy-three (73), Seventy-four (74) and Seventy-five (75) as the said Lots are known and designated on the recorded Plat of FIELDHOUSE'S WEST SIDE ADDITION to the City of Elkhart; said Plat being recorded in Deed Record 115, page 477 in the Office of the Recorder of Elkhart County, Indiana.

SUBJECT TO taxes, easements, assessments, restrictions, covenants and encumbrances, if any, of record.

Grantor certifies under oath that he is the survivor of a tenancy by the entireties between James P. Potter and Bethelene A. Potter, Husband and Wife; that Grantor and the said Bethelene A. Potter were continuously husband and wife from the date upon which they took title to each of the lots in the above described real estate until the death of the said Bethelene A. Potter and were not divorced; that the said Bethelene A. Potter departed this life a resident of Elkhart County, Indiana, on the 15 day of July, 1983; that neither the estate of the said Bethelene A. Potter nor the taxable transfers from the estate of said decedent were subject to federal estate tax or Indiana inheritance tax, as the case may be; and that the undersigned Grantor is the sole record owner of the above described real estate as at the time of this conveyance and that no other person has or possesses any interest in the above described real estate other than the Grantor.

752919

Nov 26 3 07 PM '84

ELKHART COUNTY RECORDER
JOYCE N ROWE
FILED FOR RECORD

IN WITNESS WHEREOF, Grantor has executed this deed this 26 day of October 1984

Signature James P. Potter (SEAL) Signature _____ (SEAL)

Printed James P. Potter Printed _____

STATE OF INDIANA
COUNTY OF ELKHART } SS:

Before me, a Notary Public in and for said County and State, personally appeared James P. Potter who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 26th day of October, 1984.

My commission expires Jan 27, 1985

Signature Ruthann Hahn

Printed RUTHANN HAHN, Notary Public

Residing in Elkhart County, Indiana.

This instrument was prepared by Robert A. Pfaff, attorney at law.

Return to:

Send tax statem

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Lot 79, 80, 81, 82 FIELDHOUSE

WARRANTY DEED

This indenture witnesseth that BOBBY R. DUTTON and JUDITH L. DUTTON, husband and wife,

of Elkhart *County in the State of* Indiana

Conveys and warrants to PATRICK PLYWOOD ENTERPRISES, INC., 1930 West Lusher Avenue, P. O. Box 638, Elkhart, Indiana 46514

of Elkhart *County in the State of* Indiana

for and in consideration of One Dollar ($1.00) and other valuable consideration, *the receipt whereof is hereby acknowledged, the following Real Estate in* Elkhart *County in the State of Indiana, to wit:*

Lots numbered seventy-nine (79), eighty (80), eighty-one (81), eighty-two (82) and eighty-three (83), as the said lots are known and designated on the recorded plat of FIELDHOUSE'S WEST SIDE ADDITION to Elkhart, Indiana; said Plat being recorded in Deed Record 115, page 477, of the records in the Office of the Recorder of Elkhart County, State of Indiana.

Subject to a mortgage executed by the Grantors herein to The First Old State Bank, dated May 20, 1966, and recorded in Mortgage Record 314, page 312, in the Office of the Recorder of Elkhart County, Indiana, the balance of principal and interest of which the Grantee herein assumes and agrees to pay.

State of Indiana, Elkhart County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 1 *day of* May *19* 68 *personally appeared:*

BOBBY R. DUTTON and JUDITH L. DUTTON, husband and wife,

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires March 15 *19* 69

Victor Arko *Notary Public*

Dated this 1 Day of May 1968

Bobby R. Dutton *Seal*

Judith L. Dutton *Seal*

Seal

Seal

Seal

Seal

Prepared by the law office of XXXXXXXX Victor Arko, 317 W. High St., Elkhart, Indiana

Member of Elkhart County Indiana Bar Association

MAIL TO.

COPYRIGHT MAY 1951, ST JOSEPH COUNTY INDIANA BAR ASSOCIATION

87 025958

Use of this form constitutes practice of law and is limited to practicing lawyers
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Form No 3
Rev 10/86

DULY ENTERED FOR TAXATION
Dec. 7 1987
AUDITOR
19419

Parcel No. _____

DEC 7 3 27 PM '87
ELKHART CO. RECORDER
PEGGY A. WELLER
FILED FOR RECORD

WARRANTY DEED

THIS INDENTURE WITNESSETH, That OLIVE JANE CURRY, (Grantor)

of Elkhart County, in the State of Indiana, CONVEYS AND WARRANTS to PATRICK INDUSTRIES, INC., (Grantee)

of Elkhart County, in the State of Indiana, for the sum of One and 00/100---------- Dollars ($ 1.00 ----) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Elkhart County, State of Indiana.

Lots Numbered Eighty-four (84), Eighty-five (85), Eighty-six (86), and Eighty-seven (87) as the said Lots are known and designated on the recorded Plat of FIELDHOUSE'S WEST SIDE ADDITION to Elkhart, Indiana; said Plat being recorded in Deed Record 115 at page 477 of the records in the Office of the Recorder of Elkhart County, Indiana.

ALSO, the North half (N1/2) of the vacated alley lying South of and adjacent to said lots.

GRANTOR certifies under oath that she is the surviving widow of Albert L. Curry, who departed this life in the year 1980, and that she and the said Albert L. Curry were continuously husband and wife from the date of taking title to said real estate until the date of the death of the said Albert L. Curry; and that no Indiana Inheritance Taxes or Federal Estate Taxes were due and owing on account of the death of said decedent.

Subject to any and all taxes, assessments, easements, agreements and covenants, if any, restrictions of record. The address of such real estate is commonly known as 2019 Fieldhouse Avenue, Elkhart, IN 46516.

Tax bills should be sent to Grantee at such address unless otherwise indicated below

IN WITNESS WHEREOF, Grantor has executed this deed this 28th day of November, 19 87

Grantor.	(SEAL)	Grantor.	(SEAL)
Signature Olive Jane Curry		Signature	
Printed Olive Jane Curry		Printed	

STATE OF INDIANA
COUNTY OF ELKHART } SS ACKNOWLEDGMENT

Before me, a Notary Public in and for said County and State, personally appeared Olive Jane Curry, who acknowledged the execution of the foregoing Warranty Deed, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 28th day of November, 19 87

My commission expires: May 29, 1989

Signature Wanda S. Wyrick

Printed Wanda S. Wyrick, Notary Public

Resident of Elkhart County, Indiana

This instrument prepared by Robert A. Pfaff, Attorney at Law

Return deed to Robert A. Pfaff
P. O. Box 638, Elkhart, IN 46515

Send tax bills to _____

VOL 301 PAGE 696

WARRANTY DEED

This indenture witnesseth that Rose May Barlow and William A. Barlow, her husband,

of Elkhart *County in the State of* Indiana

Conveys and warrants to Patrick Industries, Inc., an Indiana Corporation,

whose mailing address is ~~1605 E. Nicely Avenue, Elkhart, Indiana~~ 1930 West Lusher Avenue, Elkhart Indiana 46514

of Elkhart *County in the State of* Indiana

for and in consideration of One Dollar and other valuable considerations *the receipt whereof is hereby acknowledged, the following Real Estate in* Elkhart *County in the State of Indiana, to wit:*

Lots Numbered Eighty-eight (88) and Eighty-nine (89) as the said Lots are known and designated on the recorded Plat of Fieldhouse's West Side Addition to Elkhart, Indiana; said plat being recorded in Deed Record 115, page 477 of the records in the Office of the Recorder of Elkhart County, State of Indiana.

524221

FILED FOR RECORD

FEB 5 2 55 PM '70

George W. Pratt

ELKHART COUNTY RECORDER

TRANSFER NO. 08392

KEY NO. 15997+15998

TOWNSHIP E. C. Cor.

DATE 2-5-70

Real Estate Transfer Valuation Affidavit Filed

Clara F. Harber

Auditor Elkhart County

State of Indiana, Elkhart County, ss:

Before me, the undersigned, a Notary Public in and for said County and State, this 28th *day of* January *19* 70 *personally appeared.*

Rose May Barlow and William A. Barlow, her husband,

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires July 14 *19* 70.

Robert L. Hilligoss II *Notary Public*

Robert L. Hilligoss II

State of _____ **County, ss:**

Before me, the undersigned, a Notary Public in and for said County and State, this _____ *day of* _____ *19* _____ *personally appeared.*

And acknowledged the execution of the foregoing deed. In witness whereof, I have hereunto subscribed my name and affixed my official seal. My commission expires _____ *19* _____.

_____ *Notary Public*

Dated this 28th **Day of** January **19** 70

Rose May Barlow *Seal*

Rose May Barlow

William A. Barlow *Seal*

William A. Barlow

_____ *Seal*

_____ *Seal*

_____ *Seal*

_____ *Seal*

Prepared by Simpson & McLaughlin, W. L. McLaughlin

Member of Goshen, Indiana City Bar Association

A. U.S.DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT	B.TYPE OF LOAN	
	1. [ ]FHA 2. [ ]FMHA 3. [ ]CONV. UNINS. 4 [ ]VA 5. [ ]CONV. INS.	
	6. FILE NUMBER: 052000130	7. LOAN NUMBER:
	8. MTG. INS. CASE NO.:	

NOTE: This form is furnished to give you a statement of actual settlement costs Amounts paid to and by the settlement agent are shown Items marked ("p o c ") were paid outside the closing they are shown here for information purposes and are not included in the totals

NAME OF BORROWER: EMW HOLDINGS, LLC

ADDRESS:

E. NAME OF SELLER: Patrick Industries, Inc.

ADDRESS: SELLER TIN:

F. NAME OF LENDER: LAKE CITY BANK
864 East Beardsley Avenue
ADDRESS: Elkhart, IN 46514

G.PROPERTY LOCATION: Lot 8 - 12 Fieldhouse's West Side Addition
2019 West Lusher Elkhart IN 46517

H. SETTLEMENT AGENT: Century Title Services, LLC CLOSER: JANEL C DOUHAN PHONE NUMBER: (574) 293-2341
ADDRESS: 401 W. High Street
Elkhart, Indiana 46516 SETTLEMENT AGENT TIN: 35-1431729

PLACE OF SETTLEMENT: Century Title Services, LLC PHONE NUMBER: (574) 293-2341
ADDRESS: 401 W. High Street
Elkhart, Indiana 46516

I.SETTLEMENT DATE
Closing date: 02/11/05
Proration date: 02/11/05

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100 GROSS AMOUNT DUE FROM BORROWER		400 GROSS AMOUNT DUE TO SELLER	
101 Contract sales price	185,000 00	401 Contract sales price	185,000.00
102 Personal property		402 Personal property	
103 Settlement charges to borrower(line 1400)	458.00	403	
104		404	
105		405	
Adjustments for items paid by seller in advance		Adjustments for items paid for seller in advance	
106 City/town taxes to		406 City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408 Assessments to	
109		409	
110		410	
		411	
		412	
120 GROSS AMOUNT DUE FROM BORROWER	185,458.00	420 GROSS AMOUNT DUE TO SELLER	185,000.00
200 AMOUNTS PAID BY OR IN BEHALF OF BORROWER		500 REDUCTIONS IN AMOUNT DUE TO SELLER	
201 Deposit or earnest money	1,000.00	501 Excess deposit(see instructions)	
202 Principal amount of new loan(s)	185,000.00	502 Settlement charges to seller(line 1400)	16,297.00
203 Existing loan(s) taken subject to		503 Existing loan(s) taken subject to	
204		504 Payoff of first mortgage loan	
205		505 Payoff of second mortgage loan	
206		506	
207		507	
208		508	
209		509	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210 City/town taxes to		510 City/town taxes to	
211 County taxes 01/01/05 to 02/11/05	277 73	511 County taxes 01/01/05 to 02/11/05	277.73
212 Assessments to		512 Assessments to	
213		513	
214 2004 payable 2005 taxes	2,472.46	514 2004 payable 2005 taxes	2,472.46
215		515	
216		516	
217		517	
218		518	
219		519	
220 TOTAL PAID BY/FOR BORROWER	188,750.19	520 TOTAL REDUCTION IN AMOUNT	19,047.19
300 CASH AT SETTLEMENT FROM/TO BORROWER		600 CASH AT SETTLEMENT TO/FROM SELLER	
301 Gross amount due from borrower(line 120)	185,458.00	601 Gross amount due to seller(line 420)	185,000.00
302 Less amounts paid by/for borrower(line 220)	188,750.19	602 Less total reductions in amount due seller(line 520)	19,047.19
303 CASH [FROM] [X TO] BORROWER	3,292.19	603 CASH [X TO] [FROM] SELLER	165,952.81

SUBSTITUTE FORM 1099 SELLER STATEMENT-The information contained in Blocks E,G,H and I and on line 401 (or, if line 401 is asterisked, lines 403 and 404) ...tant tax information and is being furnished to the Internal Revenue Service If you are required to file a return, a negligence penalty or other sanction will ...sed on you if this item is required to be reported and the IRS determines that it has not been reported

...R INSTRUCTION-If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return, for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040)

You are required by law to provide Three Rivers Title Company, Inc with your correct taxpayer identification number

If you do not provide Three Rivers Title Company, Inc with your correct taxpayer identification number, you may be subject to civil or criminal penalties

Under penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number

Seller

File 052000130

L. SETTLEMENT CHARGES

		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700 TOTAL SALES/BROKER'S COMMISION Based on $ 185,000.00 @ 8.00 % = 14,800.00			
Division of Commission (line 700) as follows			
701 $14,800.00	to FM Stone Commercial		
702 $	to		
703 Commission paid at settlement			14,800.00
4			
600 ITEMS PAYABLE IN CONNECTION WITH LOAN			
801 Loan Origination fee	%		
802 Loan Discount	%		
803 Appraisal fee	to		
804 Credit Report	to		
805 Lender's inspection fee	to		
806 Mortgage Insurance application fee	to		
807 Assumption Fee	to		
808	to		
809	to		
810 Bank Processing Fee	to LAKE CITY BANK	100.00	
811 Flood Certification	to LAKE CITY BANK	18.00	
812	to		
900 ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901 Interest from to	@$ /day		
902 Mortgage insurance premium for	mo to		
903 Hazard insurance premium for	yrs to		
904	yrs to		
905			
1000 RESERVES DEPOSITED WITH LENDER			
1001 Hazard Insurance	mo @$ per mo		
1002 Mortgage insurance	mo @$ per mo		
1003 City property taxes	mo @$ per mo		
1004 County property taxes	mo @$ per mo		
1005 Annual assessments (Maint)	mo @$ per mo		
1006	mo @$ per mo		
1007	mo @$ per mo		
1008			
1100 TITLE CHARGES			
1101 Settlement or closing fee	to CENTURY TITLE SERVICES, LLC	150.00	150.00
1102 Abstract or title search	to		
Title examination	to		
4 Title insurance binder	to		
1105 Document preparation	to Edward W. Hardig, Jr.		50.00
1106 Notary fee	to		
1107 Attorney's fee to	to		
(includes above items No			
1108 Title insurance	to CENTURY TITLE SERVICES, LLC	100.00	672.00
(includes above items No)			
1109 Lender's coverage 185,000.00	$ 100.00		
1110 Owner's coverage 185,000.00	$ 672.00		
1111	to		
1112	to		
1113	to		
1114	to		
1200 GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201 Recording fees Deed $	Mrtg $ Rel $	90.00	
1202 City/county tax/stamps Deed $	Mrtg $		
1203 State tax/stamps Deed $	Mrtg $		
1204	to		
1205	to		
1206	to		
1300 ADDITIONAL SETTLEMENT CHARGES			
1301 Survey	to Progressive Engineering, Inc.		625.00
1302 Pest inspection	to		
1303	to		
1304	to		
1305	to		
1400 TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)		458.00	16,297.00

CERTIFICATION I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction I further certify that I have received a copy of HUD-1 Settlement Statement

x [signature], 2/11/05
Member

owers

Sellers [signature] VP Finance

ID-1 Settlement Statement which I have prepared is a true and accurate account of this transaction I have caused or will cause the funds to be disbursed in nce with this statement

Edward W Hardig

Settlement Agent

Date 2/10/05

WARNING It is a crime to knowingly make false statements to the United States on this or any other similar form Penalties upon conviction can include a fine and imprisonment For details see Title 18 U S Code Section 1001 and Section 1010

SALES DISCLOSURE FORM

State Form 46021 (R4/9-04)

Prescribed by Department of Local Government Finance
Pursuant to IC 6-1 1-5 5

PRIVACY NOTICE· The telephone numbers of the parties on this form are confidential according to IC 6-1.1-5.5-3(d)

PART 1 - To be completed by BUYER/GRANTEE and SELLER/GRANTOR (typed or printed in black ink)

PROPERTY TRANSFERRED

Parcel Number(s) (Show additional parcels on separate sheet if necessary) — Acreage or Lot Size — Part of Parcel (split)

20-06-18-101-008-000-012 ◯

20-06-18-101-009-000-012 ◯

20-06-18-101-010-000-012 ◯

Address: 2019 W Lusher Avenue — # of Parcels

City, Town, or Post Office: Elkhart — State: IN — ZIP Code: 46517 -

Tax Billing Address (if other than property address): 1935 W. Lusher Ave.

City Town or Post Office: Elkhart, IN — State: IN — ZIP Code: 46517 -

Legal Description: Part Lots 8-12 Fieldhouse's West Side Addition

CONDITIONS

Identify all conditions/items that apply

NOTE: If items 12-21 apply, filers are not subject to disclosure filing fee

- ◯ 1-Buyer is an adjacent property owner
- ◯ 2-Vacant Land
- ◯ 3-Exchange for other real property ("Trade")
- ◯ 4-Seller Paid Points, amount if applicable $ ___ . ___
- ◯ 5-Change planned in the primary use of the property? Describe in special circumstances
- ◯ 6-Existence of family or business relationship between buyer and seller
- ◯ 7- Land Contract Dated _____
- ◯ 8-Personal property included in transfer; amount if applicable $ ___ . ___
- ◯ 9- Significant physical changes to property between March 1 and date of sale
- ◯ 10- Non-Warranty deed, specify type _____
- ◯ 11- Partial interest. Describe in special circumstances
- ◯ 12-Security interest documents such as mortgages or trust deeds
- ◯ 13-Leases less than 90 years
- ◯ 14-Document resulting from foreclosure, or express threat of foreclosure, divorce court order, condemnation, probate or other judicial proceedings
- ◯ 15-Agreements and other documents for mergers, consolidations, and incorporations
- ◯ 16-Quitclaim deeds not serving as a source of title
- ◯ 17-Documents involving the partition of land between tenants in common, joint tenants, or tenants by the entirety
- ◯ 18-Transfer to a charity, not-for-profit or government institution
- ◯ 19-Transfer for no or discounted consideration, or gift
- ◯ 20-Rerecording to correct prior recorded document
- ◯ 21-Easements, Right-of-way grants

SALES DATA

Contract Date (MM/DD/YYYY): 02/11/2005

Sales Price: $ ___ . 185 . 000

Describe any unusual or special circumstances related to this sale including the specification of any less-than-complete ownership interest and terms of seller financing

PART 1 - To be completed by BUYER/GRANTEE and SELLER/GRANTOR (typed or printed in black ink)

Seller(s)/Grantor(s)

Seller 1 - Name or Entity as appears on deed: Patrick Industries, Inc , an Indiana corporation

Address:

City Town or Post Office: State: ZIP Code:

Seller 2 - Name or Entity as appears on deed:

Address:

City Town or Post Office: State: ZIP Code:

Title Company Name (if applicable): Century Title Services, LLC

Title Company Phone: 574 - 293 - 2341

Buyer(s)/Grantee(s)

Buyer 1 - Name or Entity as appears on deed: EMW Holdings, LLC

Address: 1935 W. Lusher Ave

City, Town or Post Office: Elkhart State: IN ZIP Code: 46517

Will this property be the buyer's primary residence? ○ Yes ● No

Buyer 2 - Name or Entity as appears on deed:

Address:

City Town or Post Office: State: ZIP Code:

Signatures

Under penalties of perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1 1-5 5, "Real Property Sales Disclosure Act"

Signature of Seller: [signature] VP Finance

Signature of Buyer: [signature]

Seller Sign Date (MM/DD/YYYY): 02/11/2005

Buyer Sign Date (MM/DD/YYYY): 02/11/2005

Seller Phone:

Buyer Phone:

PART 2 - COUNTY AUDITOR

Completion ○ Yes ○ No

Date Entered in Transfer Book: / /

PART 3 - COUNTY OR TOWNSHIP ASSESSOR

County Assessor or other assessing offical must verify and complete the following information

○ Significant physical changes to property between March 1 and date of sale

$ AV LAND

Property class / use code

Taxing District (DLGF assigned)

$ AV IMPV

$ AV TOTAL

○ Valid Sale

NEIGHBORHOOD CODE

INDIANA SALES DISCLOSURE FORM – ATTACHMENT

Additional Parcel Numbers
20-06-18-101-011-000-012
20-06-18-101-012-000-012

Address
2019 W. Lusher Avenue
Elkhart, IN 46517

Legal Description
Part Lots 8-12 Fieldhouse's West Side Addition

Contract Date
02/11/2005

Sales Price
185,000

Seller
Patrick Industries, Inc., an Indiana corporation

Buyer
EMW Holdings, LLC

AFFIDAVIT

FILE NO. 052000130

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

EMW HOLDINGS, LLC, (hereafter called Affiant), being first duly sworn upon oath, depose(s) that the owner(s) of the following realty situated in Elkhart County, Indiana:

SEE EXHIBIT "A"

which said property is the subject of a mortgage for $ 185,000.00, executed by Affiant in favor of LAKE CITY BANK.

Affiant further states that Affiant owns a good and indefeasible title in fee simple in and to said realty; that said realty is free and clear of any encumbrances, liens, or claims (including labor or material expended on said realty within past 60 days) which could ripen into liens, except the foregoing mortgage, current taxes and assessments not delinquent, and except the following:

NONE

Affiant, if above described as husband and wife, are each of lawful age, competent to mortgage said realty, and both joined in the execution and delivery of said mortgage; that, if described as an unmarried person, Affiant has no spouse, by common law or otherwise; that Affiant has not executed, nor caused to be executed, except as aforesaid, any deed, mortgage, contract of sale or other instrument affecting the title to said realty; that there are no pending suits, judgments, attachments or executions levied in any court in Elkhart County, or in the United States Courts, in any way affecting said realty or which could in any way interfere with, weaken or diminish the security of said mortgage as a first lien on said realty; that Affiant is a citizen of the United States and has never petitioned in bankruptcy nor has been adjudged a bankrupt; that said realty is now in possession of Affiant or of a tenant acknowledging Affiant's legal title; that Affiant knows of no claim to title or possession of said realty adverse to Affiant.

All statements contained herein, except with regard to marital status, apply equally where Affiant is a partnership or the officers of a corporation.

Affiant makes the foregoing statements and representations for the purpose of inducing said mortgagee to advance said mortgage funds, or part thereof, and further to induce the title insurer to issue its policy or policies of title insurance guaranteeing Affiant's title to said realty and/or the validity of said mortgage as a first lien on said realty, except as aforesaid; and Affiant agrees that the truth of the statements herein contained is a condition without which said mortgage funds would not be advanced or said title insurance issued.

EMW Holdings, LLC

Edward W Warnke member
By:

SWORN TO AND SUBSCRIBED before me by said Affiant before me, a Notary Public in and for said County and State this 11th day of February, 2005.

Edward W Hardig Jr
Notary Public
A Resident of _____ Co., IN

My Commission Expires:

NOTARY PUBLIC SEAL STATE OF INDIANA
EDWARD W. HARDIG, Jr, Notary Public
A Resident of St. Joseph County, IN
My Commission Expires. 05-24-2008

EXHIBIT A - LEGAL DESCRIPTION

Lots Numbered Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), as the said Lots are known and designated on the recorded Plat of FIELDHOUSE'S WEST SIDE ADDITION to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 115, page 477 in the Office of the Recorder of Elkhart County, Indiana.

EXCEPT·

A part of Lots 8, 9 and 10 of Fieldhouse's West Side Addition, located in the Northwest Quarter of Section 18, Township 37 North, Range 5 East, Elkhart County, Indiana, the plat of which is recorded in Deed Record 115, page 477, in the Office of the Recorder of Elkhart County, Indiana, and being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 8; thence South 88°59'05" East 26.899 meters (88.25 feet) along the North line of Lots 8, 9 and 10 to a point; thence South 01°00'55" West 1.048 meters (3.44 feet) to a point; thence North 88°59'05" West 26.898 meters (88.25 feet) to the West line of Lot 8; thence North 01°00'23" East 1 048 meters (3.44 feet) along the said West line to the point of beginning.

END OF EXHIBIT A

CASE NO. 052000130

VENDOR'S AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

Andrew L. Nemeth the VP Finance of Patrick Industries, Inc., an Indiana corporation, being first duly sworn state[s] that Patrick Industries, Inc., an Indiana corporation (hereinafter referred to, jointly and severally, as "Vendor") is/are this day conveying to EMW HOLDINGS, LLC (hereinafter referred to, jointly and severally, as "Purchaser"), by corporate warranty deed, the following described Real Estate located in Elkhart County, Indiana:

SEE EXHIBIT "A" ATTACHED

and commonly known as 2019 West Lusher, Elkhart, IN 46517 (hereinafter referred to as "Real Estate").

In connection with the sale of the Real Estate, Vendor has furnished Purchaser with a commitment for an owner's policy of title insurance for the Real Estate under date of December 17th, 2004, issued by as number 052000130.

Vendor has an indefeasible estate in fee simple in the Real Estate; and the Real Estate is free and clear of every kind or description of lien, lease or encumbrance except the following:

1. Easements, agreements and restrictions of record disclosed in said commitment.

2. Current taxes not delinquent.

3. Whatever matters affecting the Real Estate, if any, are disclosed in the above deed.

Vendor has not executed, or permitted anyone in Vendor's behalf to execute, any conveyance, mortgage, lien, lease, security agreement, financing statement or encumbrance of or upon the Real Estate or any fixtures attached thereto, except as stated above, which is now outstanding or enforceable against the Real Estate. Vendor has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser, and Vendor has not given to any person an option to purchase all or any part of the Real Estate, which is enforceable or exercisable now or at any time in the future. There are no unpaid claims for labor done upon or materials furnished for the Real Estate in respect of which liens have been or may be filed. The improvements upon the Real Estate are all located entirely within the bounds of the Real Estate, and there are no encroachments thereon. There are no existing violations of zoning ordinances or other restrictions applicable to the Real Estate.

There is no judgment of any court of the State of Indiana or of any court of the United States that is or may become a lien on the Real Estate. No petition for bankruptcy has been filed by or against Vendor within the last six months, nor is any petition now pending with respect to Vendor for bankruptcy, insolvency or incompetency. Vendor is neither principal nor surety on any bond payable to the State of Indiana.

The Real Estate is now in possession of Patrick Industries, Inc., an Indiana corporation as owner(s) and no other person has a right to possession or claims possession of all or any part of the Real Estate. Vendor will deliver possession of Real Estate to Purchaser on or before 2·11·2005, free and clear of any right or claim of any person to the possession of the Real Estate except none.

Vendor is not acting, directly or indirectly, in any capacity whatsoever for any foreign country or national thereof, and Vendor

CASE NO.052000130

is a corporation duly in good standing under the laws of Indiana, and the persons executing this affidavit and the deed on behalf of Vendor are duly elected officers of Vendor and have been fully empowered by proper resolution of the Board of Directors of Vendor to execute and deliver this affidavit and the deed; and Vendor has full corporate capacity to convey the real estate described herein and all necessary corporate action for making of such conveyance has been taken and done.

Vendor intends that each of the statements made herein shall be construed as a representation; each of the representations is made for the purpose of inducing Purchaser to purchase the Real Estate; and each of the representations, whether construed jointly or severally, is true. Vendor expressly authorizes Purchaser and all other persons to rely on such representations.

Patrick Industries, Inc.,
an Indiana corporation

By: VP Finance

SWORN TO AND SUBSCRIBED before me by said Affiant before me, a Notary Public in and for said County and State this 11 day of February, 2005.

Edward W Hardig Jr
Notary Public
A Resident of _____ Co., IN

My Commission Expires:

NOTARY PUBLIC SEAL STATE OF INDIANA
EDWARD W. HARDIG, Jr, Notary Public
A Resident of St. Joseph County, IN
My Commission Expires: 05-24-2008

EXHIBIT A - LEGAL DESCRIPTION

Lots Numbered Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), as the said Lots are known and designated on the recorded Plat of FIELDHOUSE'S WEST SIDE ADDITION to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 115, page 477 in the Office of the Recorder of Elkhart County, Indiana.

EXCEPT:

A part of Lots 8, 9 and 10 of Fieldhouse's West Side Addition, located in the Northwest Quarter of Section 18, Township 37 North, Range 5 East, Elkhart County, Indiana, the plat of which is recorded in Deed Record 115, page 477, in the Office of the Recorder of Elkhart County, Indiana, and being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 8; thence South 88°59'05" East 26.899 meters (88.25 feet) along the North line of Lots 8, 9 and 10 to a point; thence South 01°00'55" West 1.048 meters (3.44 feet) to a point; thence North 88°59'05" West 26.898 meters (88.25 feet) to the West line of Lot 8; thence North 01°00'23" East 1.048 meters (3.44 feet) along the said West line to the point of beginning.

END OF EXHIBIT A

Progressive Engineering Inc.

58640 State Road 15
Goshen, IN 46528
Phone: (574) 533-0337

Invoice

Invoice Number: **42954**

February 09, 2005

To: **FM Stone Commercial**
421 S. Second Street
5th Floor
Elkhart, IN 46516

Project: 2004-2279 **BS - w/Improvements @ 2019 W. Lusher (Patrick Industries)**

Project Manager: Bradley Cramer
Professional Services for the Period: 2/1/2005 to 2/28/2005

Contract Amount:	$625.00
Percent Complete:	100.00%
Fee Earned:	$625.00
Prior Fee Billings:	0.00
Current Fee Total:	**$625.00**

Total Invoice Amount: $ 625.00

All invoices are due upon receipt. A late charge of 1.5% will be added to any unpaid balance after 30 days. You will be responsible for any fees incurred, should legal action be necessary to collect payment of this

LOAN EXHIBIT E-1

LAKE CITY BANK

STATE OF INDIANA	)	AGRICULTURAL AND COMMERCIAL
	) SS:	REAL ESTATE. TRANSFER
ELKHART COUNTY	)	ENVIRONMENTAL AFFIDAVIT
		(Corporate)

Andy ~~Andrew~~ L. Nemeth, being duly sworn upon his/her oath, deposes and says:

1. That he/she is the duly elected and acting VP Finance of Patrick Industries, Inc., a(n) Indiana corporation, which is owner of, or claims an interest in, the real estate situate in Elkhart County, Indiana more fully described in "Exhibit A" attached hereto, incorporated herein and made a part hereof (the "Real Estate").

2. That said corporation has been the owner of, or claimed an interest in, the Real Estate for 6 years and during said period the Real Estate has only been used for Admin offices and warehousing

3. That the Real Estate contains no underground storage tanks which are septic tanks or have been used exclusively for storing heating oil.

4. That there are no underground storage tanks on the Real Estate except those identified in paragraph 3 of this affidavit.

5. That to the knowledge of the undersigned there has never been any use, application, storage, disposal or spill on or in the Real Estate of any material which is subject to the reporting provisions of the Emergency Planning and Community Right-to-Know Act of 1986 [42 U S.C. 11022 and 11023].

6. That to the knowledge of the undersigned there has never been a landfill or dump area located on the Real Estate.

7. That the Real Estate is not listed on the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS).

8 That he/she makes this of Environmental Disclosure for the purpose of assuring Lake City that the Real Estate is exempt from the requirements for delivery of an Environmental Disclosure document in connection with the financing of the Real Estate

VP Finance
(Signature)

Andy L. Nemeth
(Printed Name)

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 11th day of February, 2005

My Commission Expires:

Notary Public

County of Residence

Printed Signature

EDWARD W. HARDIG, Jr, Notary Public
A Resident of St. Joseph County, IN
My Commission Expires: 05-24-2008

G:\worddocs\LCB\Environmental Policy\Loan Exhibit E-1.doc

ASSIGNMENT AND ASSUMPTION AGREEMENT

This Assignment and Assumption Agreement is made this 11 day of Febuary, 2005, by and between EDWARD M. WALERKO ("Assignor") and EMW HOLDINGS, LLC, an Indiana limited liability company ("Assignee").

WITNESSETH:

WHEREAS, Assignor has entered into a Purchase Contract ("Contract") dated November ____, 2004 with Patrick Industries, Inc. ("Patrick") for the purchase of the real estate located at 2001 West Lusher, Elkhart, Indiana; and

WHEREAS, Assignor has created EMW Holdings, LLC, a limited liability company, the Assignee herein, for the purposes of purchasing the real estate as defined in the Contract, and Assignor wishes to assign all of his rights and responsibilities under the Contract to Assignee, and Assignee wishes to assume such rights and responsibilities; and

WHEREAS, Patrick hereby consents to this assignment and agrees to execute this Assignment or such other documents for such purpose.

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment of Rights and Responsibilities of Assignor. Assignor hereby assigns to Assignee all of Assignor's rights, responsibilities, duties, title, and interest in, to and under the Contract.

2. Assumption of Obligations of Assignee. Assignee hereby assumes and agrees to perform all of Assignor's rights, responsibilities, and duties under the Contract. For purposes of the Contract, all references to "Purchaser" shall mean Assignee.

IN WITNESS WHEREOF, the parties have caused this Assignment and Assumption Agreement to be executed on the day and year first above written.

ASSIGNOR: _____
Edward M. Walerko

ASSIGNEE: EMW HOLDINGS, LLC

By _____
Edward M. Walerko, Member and
Authorized Signatory

AGREED AND CONSENTED TO BY:

PATRICK INDUSTRIES, INC.

By _____
Name Andy L Nemeth
Title VP Finance

ELKHART COUNTY BOARD OF REALTORS, INC.
PURCHASE AGREEMENT

The language of this form is the property of the Elkhart County Board of Realtors Inc , and copying or unauthorized use is strictly forbidden

Date June 21, 1997

Listing Broker (Co) B & F Shultz Realtors (# 49) By Frank Vite (# 206)
☐ Seller Agency ☐ Limited Agency

Selling Broker (Co) B & F Shultz Realtors (# 49) By Frank Vite (# 206)
☐ Buyer's Agent ☐ Seller's Subagent ☐ Limited Agent

The undersigned, hereinafter called "Purchaser", hereby agrees to purchase from the owner, hereinafter called "Seller", the real estate known as
Address 2019 W. Lusher Ave.
City Elkhart Indiana Zip 46517 the abbreviated legal description is
Lot 8,9,10,11, & 12 Fieldhouse West side addition

Tax Code # 25-06-18-101-008,009,010,011,012

IMPROVEMENTS AND FIXTURES-The below sales price includes all improvements permanently installed and affixed, such as, but not limited to, electrical and/or gas fixtures, heating equipment and all attachments thereto, central air conditioning, ~~built-in kitchen equipment, water heaters, gas grills, intercoms, window shades, curtain rods, drapery rods and fixtures, storm doors, storm windows, screens, awnings, TV antennas, permanently installed carpeting, all landscaping, mailbox, garage door openers with control(s) and the following water softener (s) (is not) included~~
~~which belongs to the above property and are now on the premises or elsewhere~~
~~Address taxes will be fully paid for by the Seller at the time of closing the transaction~~

PURCHASE PRICE-Purchaser hereby further agrees to pay for said property the sum of One Hundred Eighty Six Thousand and 00/100 Dollars ($ 186,000.00)
upon the following terms and/or conditions

METHOD OF PAYMENT

☒ I CASH-The entire purchase price shall be paid in cash at the time of closing the transaction, upon delivery of the deed, and no financing is required

☐ II CASH AND NEW MORTGAGE The purchase price shall be paid in cash at the time of closing the transaction, upon delivery of the deed Completion of this transaction shall be contingent upon purchaser's ability to obtain a ☐ conventional, ☐ insured conventional, ☐ FHA, ☐ VA first mortgage loan upon real estate in the amount of _____% of Purchase Price payable in not less than _____ years Purchaser shall pay costs of obtaining financing

☐ III OTHER PAYMENT METHODS _____

~~TIME FOR OBTAINING~~ FINANCING-Purchaser agrees to make applications for **any financing necessary** to complete this transaction, ~~or for approval to assume the unpaid balance of the existing mortgage within _____ days after the acceptance of the Purchase Agreement and to make diligent effort to obtain financing in cooperation with the broker and Seller. No more than _____ days after the acceptance of the Purchase Agreement shall be allowed for obtaining favorable commitment or commitments, or approval of mortgage assumption If commitment or approval is not obtained within the time specified above, this agreement shall then terminate upon written notice by either party~~

EARNEST MONEY DEPOSIT-As earnest money, Purchaser submits herewith Twenty Thousand Dollars ($20,000.00)
by ☒ Check, ☐ Cash, ☐ ~~Other _____ Additional earnest money deposit in the amount of _____ ($_____) shall be paid within _____ days~~
of acceptance of Purchase Agreement which amount shall be applied to the purchase price at the time of closing Earnest money deposit shall be returned in full to Purchaser promptly in the event this Purchase Agreement is not accepted If this Purchase Agreement is accepted and the transaction does not close because a contingency to closing is not satisfied, Purchaser shall receive the earnest money less any expenses incurred on behalf of Purchaser. If this offer is accepted and Purchaser fails or refuses to close the transaction without legal cause, the earnest money shall be forfeited by Purchaser to the Seller and the listing broker as liquidated damages, and Seller may pursue any other legal and equitable remedies The broker holding the earnest money is absolved from any responsibility to make payment to the Seller or Purchaser unless the parties enter into a Mutual Release or a Court of competent jurisdiction issues an Order for Payment If the parties do not mutually consent to release of the earnest money, then they agree that the Broker holding the earnest money may file an interpleader or declaratory judgment action with a Court regarding disposition of the earnest money and that the payment of the Broker's resulting costs, including attorney's fees, incurred in connection with such interpleader or declaratory judgment action are a priority claim against the earnest money regardless of the Court's apportionment of the balance of the earnest money

TITLE WORK-At time of closing, the Seller agrees to execute and deliver to Purchaser a deed, conveying merchantable title, or land contract if so specified, conveying the real estate, or in the case of a land contract, agreeing to convey the real estate, free and clear of all liens and encumbrances, except as stated in this Purchase Agreement, and subject to all covenants, restrictions, easements, and ordinances of record assumed by the Purchaser herein Within a reasonable time prior to closing, Seller is to furnish owner's title insurance commitment equal to the purchase price insuring merchantable title Should additional time be required for correcting defects of title, a reasonable time shall be given The total cost of owner's policy to be paid by the Seller Mortgage policy, if required, to be paid by the Purchasers

LOSS OR DAMAGE-All risk of loss or damage to improvements on said real estate shall be borne by Seller until closing If all or a substantial portion of said buildings are destroyed or damaged prior to the closing, this Purchase Agreement, at the option of either Purchaser or Seller, may be terminated and in such event the earnest money deposit shall be returned to Purchaser without delay Current hazard insurance to be cancelled at date of closing

CONDITION OF PROPERTY-Purchaser acknowledges that they have been advised that the broker(s) or sales associate(s) is not a professional building inspector and that the broker(s) or sales associate(s) has not made any warranties or guarantees (implied or otherwise) and accepts no liability for the condition or functioning of the real estate or its improvements Purchaser further acknowledges that they have been advised by the broker(s) or sales associate(s) that they may seek professional, independent inspection(s) of the condition of the real estate and its improvements and that the findings of such inspections are not warranted or guaranteed by the broker(s) and sales associate(s). Inspections required by FHA, VA, or lender do not necessarily eliminate the need for other inspections Purchaser elects paragraph # 1 below

1. Purchaser reserves the right to have the Property inspected by qualified inspectors or contractors at Purchaser's expense The Purchaser shall have 15 days after acceptance of Purchase Agreement to have the following inspections made and to make a written response to inspection report(s), or the property shall be deemed acceptable

Purchaser's Initials
☒ Central Heating/Air Conditioning ☒ Plumbing System ☒ Electrical System ☒ Roof ☐ Well/Septic
☐ Staked Survey ☒ Structural ☐ Radon ☐ Lead Base Paint for pre 1978 buildings
☐ Whole House Inspection shall include ☒ Termite ☐ Septic ☐ Well ☐ Radon

Purchaser agrees the cost of repairing property defects previously disclosed by the Seller shall not be basis for cancellation of this agreement Total repair costs of any other defect(s) disclosed by inspections, which do not exceed 1% of the purchase price shall not be basis for cancellation of this agreement and any required repairs shall be paid by Purchaser Any required repairs which exceed 1% of the purchase price may be negotiated between Purchaser and Seller.

TJB INITIALS - PURCHASER TJB INITIALS - PURCHASER _____ INITIALS - SELLER _____ INITIALS - SELLER

Purchaser's Initials 2 PUI HASER HEREBY WAIVES INSPECTIONS AND RELIES UPON THE CONDITION OF THE PROPERTY BASED UPON HIS OWN EXAMINATION AND RELE S THE SELLER, BROKER, AND SALESPERSON(S) FROM ANY AND ALL LIABILITY RELATING TO ANY DEFECT OR DEFICIENCY AFFECTING THE PROPERTY, WHICH WAIVER SHALL SURVIVE THE CLOSING PURCHASER ACCEPTS PROPERTY IN ITS "AS IS" CONDITION WITH ALL FAULTS

Purchaser's Initials PURCHASER HAS BEEN MADE AWARE THAT HE MAY REQUEST INDEPENDENT INSPECTIONS DISCLOSING THE CONDITION OF THE PROPERTY AND HAS BEEN AFFORDED THE OPPORTUNITY TO REQUIRE, AS A CONDITION OF THE AGREEMENT, THE ABOVE MENTIONED INSPECTIONS

WOOD DESTROYING INSECTS-Seller shall provide a written inspection report from a licensed pest control inspector showing house and garage to be free from wood destroying insects If found, Seller shall provide treatment and Purchaser shall provide any required structural inspections If repairs are required a result of damage from wood destroying insects, and the Seller is unwilling or unable to remedy the problem, then this agreement may be terminated by the Purchaser

TAXES, ASSESSMENTS AND IMPROVEMENTS- ☒ All real estate taxes shall be prorated though date of closing In computing taxes for the purpose of this transaction, the most recent certified final tax rate and most recent assessed valuation figures at the time of closing the transaction will be used or,

☐ 2 New Construction $_____ to be paid as pro-rated taxes by Seller at closing THE MOST RECENT ASSESSED VALUATION FOR RECENTLY CONSTRUCTED HOMES OR FOLLOWING A REASSESSMENT PERIOD MAY EXCEED THE ASSESSMENT AT TIME OF CLOSING

Seller shall be charged at closing for all assessments or charges upon or applying to the said real estate for public or municipal improvements or service which on the date of closing are constructed or installed on or about the real estate or are serving the real estate

ACCRUED INTEREST-RENTS-DUES-SECURITY-If any, are to be prorated through date of closing Damage and security deposit, if any, are to be transferred to Purchaser day of closing Seller to provide any required occupancy permits

COSTS-Purchaser and Seller authorize and request the ordering of all documents necessary for the closing of this transaction and accept respective responsibilities for the payment of all charges incurred Any costs for or on behalf of Purchaser or Seller shall be paid by the Purchaser or Seller at closing or upon termination of this agreement

CLOSING DATE-This transaction shall be closed on or about when all conditions have been met or waived, 19_____

CLOSING-All transactions not closed through financial institutions shall be closed by a title company Closing and processing as charged by Title Company to be divided equally between Purchaser and Seller

POSSESSION-Purchaser shall have possession ~~xxxxxx~~ Sept. 1, 1997 days after closing After possession date, if Seller remains, the Seller agrees to pay at the rate of_____ Dollars ($_____) per day Said payments shall not be construed as rent but as liquidated damages This provision shall not deprive the Purchaser of any other legal remedy under the law

FURTHER CONDITIONS Seller shall provide purchaser with Phase One EPA report which shall be acceptable to purchaser

Upon acceptance, this offer shall become an agreement binding and accruing to the benefit of Purchaser and Seller and their respective heirs, executors, administrators and assigns, and shall be deemed to contain all the terms and conditions agreed upon, it being agreed that there are no outside conditions, representations, warranties or other agreements written or oral

EXPIRATION AND APPROVAL-This purchase agreement is void if not accepted in writing on or before _____ o'clock (A M) (P M) (Noon) (Midnight) of the _____ day of_____, 19_____

LEGAL ADVICE-Purchaser and Seller understand that they may consult an attorney for any legal advice desired concerning this transaction

BROKER-The undersigned Purchaser and Seller each acknowledge that they have

☐ Been informed of the various natures of brokerage relationships

☐ Read and signed the written office policy disclosures that identifies and describes the brokerage relationships in which the broker engages with a Seller, Landlord, Buyer, or Tenant and specifically permits or rejects the practice of disclosed limited agency

☐ ~~[illegible]~~

☐ ~~[illegible]~~

The price and terms of financing on a closed sale shall be disseminated to members of the Elkhart County Board of REALTORS, to other brokers upon request, governmental agencies appropriately inquiring, and shall be published in the Comparable Sold Book of the Multiple Listing Service of Elkhart County, Inc

By signature below the parties verify that they have read, fully understand, and approve this Purchase Agreement and acknowledge receipt of a signed copy

By signature below the parties deem faxed and/or photo copied documents acceptable

PURCHASER'S SIGNATURE.

Thomas G. Baer Signature	_____ Signature
THOMAS G. BAER Printed	_____ Printed
VICE PRESIDENT OPERATIONS Address PATRICK INDUSTIRES, INC Phone	_____ Address Phone

Receipt is hereby acknowledged of $_____ earnest money deposit, subject to the terms of the above offer

Firm _____ By _____

ACCEPTANCE BY SELLER-The above purchase agreement is hereby ☐ accepted as submitted by Purchaser ☐ subject to the attached counter offer ☐ countered herein Any counter offer herein expires at _____ o'clock (A M) (P M) (noon) (midnight) the _____ day of _____, 19_____

The undersigned hereby agrees to sell and convey the above described real estate on the terms and conditions specified above and acknowledge receipt of signed copy of this accepted Purchase Agreement

Seller represents and warrants that he is not a "foreign person" (individual or entity) and therefore is not subject to the Foreign Investment Real Property Tax Act

SELLER'S SIGNATURE.

_____ Signature	_____ Signature
_____ Printed	_____ Printed
_____ Address Phone	_____ Address Phone

A U S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

MERIDIAN TITLE CORPORATION

SETTLEMENT STATEMENT

B. TYPE OF LOAN

1 ___FHA 2 ___FMHA 3 ___CONV UNINS
4 ___VA 5 ___CONV INS CASH

6 File Number E18621 | 7 Loan Number

8 Mortgage Ins Case No

NOTE: *This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(P O C)" were paid outside the closing, they are shown here for informational purposes and are not included in the totals*

D NAME AND ADDRESS OF BORROWER. PATRICK INDUSTRIES, INC.

LOTS 8-9-10-11-12

E NAME, ADDRESS AND TIN OF SELLER EDWARD WILLIS REED

F NAME AND ADDRESS OF LENDER

G PROPERTY LOCATION 2019 West Lusher Avenue Elkhart Indiana 46517

☐ Property or Services Received

H SETTLEMENT AGENT MERIDIAN TITLE CORPORATION TIN #123456677
PLACE OF SETTLEMENT 405 S. SECOND STREET
ELKHART, INDIANA 46516-3299

LAND - 50,000
BLDG - 136,000

I SETTLEMENT DATE 09-02-97

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100 GROSS AMOUNT DUE FROM BORROWER		*400. GROSS AMOUNT DUE TO SELLER.*	
101 Contract sales price	186,000.00	401 Contract sales price	186,000.00
102 Personal Property		402 Personal property	
103 Settlement charges to borrower *(line 1400)*	657.50	403	
104		404	
105.		405.	
Adjustments for items paid by seller in advance		*Adjustments for items paid by seller in advance*	
106 City/town taxes to		406. City/town taxes to	
107 County taxes to		407 County taxes to	
108 Assessments to		408. Assessments to	
109		409	
110		410	
		411	
		412.	
113.		413	
114		414	
115		415	
116		416	
120 *GROSS AMOUNT DUE FROM BORROWER*	186,657.50	420 *GROSS AMOUNT DUE TO SELLER*	186,000.00
200 AMOUNTS PAID BY/OR IN BEHALF OF BORROWER		*500 REDUCTIONS IN AMOUNT DUE TO SELLER*	
201 Deposit or earnest money	20,000.00	501 Excess deposit *(see instructions)*	
202 Principal amount of new loan(s)		502. Settlement charges to seller *(line 1400)*	10,122.00
203 Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204		504 Payoff of first mortgage loan	3,041.59
205		505 Payoff of second mortgage loan	
206		506	
207		507	
208		508	
209		509	
Adjustments for items unpaid by seller		*Adjustments for items unpaid by seller*	
210 City/town taxes to		510 City/town taxes to	
211. County taxes 01-01-97 to 09-02-97	2,844.12	511 County taxes 01-01-97 to 09-02-97	2,844.12
212 Assessments to		512 Assessments to	
213		513. 1996 PAY 1997	2,118.58
214.		514.	
215.		515	
216		516	
217		517	
218		518	
219		519	
220 *TOTAL PAID BY/FOR BORROWER*	22,844.12	520 *TOTAL REDUCTION AMOUNT DUE SELLER*	18,126.29
300 CASH AT SETTLEMENT FROM/TO BORROWER		*600 CASH AT SETTLEMENT TO/FROM SELLER*	
301 Gross amount due from borrower *(line 120)*	186,657.50	601 Gross amount due to seller *(line 420)*	186,000.00
302 Less amounts paid by/for borrower *(line 220)*	22,844.12	602 Less reductions in amount due seller *(line 520)*	18,126.29
CASH (X FROM) (TO) BORROWER	163,813.38	*603. CASH (X TO) (FROM) SELLER*	167,873.71

L SETTLEMENT CHARGES

	PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION		
BASED ON PRICE $ 186,000.00 @ % = 9,000.00		
Division of Commission (line 700) as follows.		
701 $ 9,000.00 to B & F SHULTZ		
702 $ to		
703 Commission paid at Settlement		9,000.00
800. ITEMS PAYABLE IN CONNECTION WITH LOAN (P.O.C.)		
801 Loan Origination Fee %		
802. Loan Discount %		
803 Appraisal Fee to		
804 Credit Report to		
805 Lender's Inspection Fee to		
806 Mortgage Insurance Application Fee to		
807 Assumption Fee to		
808		
809		
810		
811		
812		
813		
814		
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE		
901 Interest from to @ $ /day (- days)		
902 Mortgage Insurance Premium for months to		
903 Hazard Insurance Premium for year to		
904		
905		
1000. RESERVES DEPOSITED WITH LENDER		
1001 Hazard Insurance months @ $ per month		
1002 Mortgage Insurance months @ $ per month		
1003 City property taxes months @ $ per month		
1004 County property taxes months @ $ per month		
1005 Annual assessments months @ $ per month		
1006. months @ $ per month		
1007 months @ $ per month		
1008 months @ $ per month		
1100. TITLE CHARGES		
1101. Settlement or closing fee to MERIDIAN TITLE CORPORATION	150.00	150.00
Abstract or title search to		
Title examination to		
1104 Title insurance binder to		
1105 Document preparation to Edward W. Hardig, Jr.		35.00
1106 Notary fee to		
1107 Attorney's fee to		
(includes above items numbers,)		
1108 Title insurance to MERIDIAN TITLE CORPORATION		642.00
(includes above items numbers,)		
1109 Lender's coverage $		
1110 Owner's coverage 642.00 $ 186,000.00		
1111		
1112		
1113		
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES		
1201 Recording fees Deed $ Mortgage $ Release $		
1202. City/county tax/stamps Deed $ Mortgage $		
1203 State tax/stamps Deed $ Mortgage $		
1204		
1205 RECORDING AND TRANSFER FEE to MERIDIAN TITLE CORPORATION	20.00	
1300. ADDITIONAL SETTLEMENT CHARGES		
1301 SURVEY to WEAVER & ASSOCIATES, INC.	487.50	
1302 TERMITE INSPECTION to A-BOMB TERMITE & PEST CONTROL, INC.		100.00
1303 TERMITE TREATMENT to A-BPMB TERMITE & PEST CONTROL, INC.		195.00
1304 PHASE I to INSPECTOR (P.O.C. BY SELLER)		
1305		
1306		
1307		
1308		
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)	657.50	10,122.00

I have carefully reviewed the HUD-1 Settlement Statement and, to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

R. EDWARD WILLIS REED — SELLER 2 — SELLER 3

Thomas G. Bauer V.P.

BUYER 1 PATRICK INDUSTRIES, INC. — BUYER 2 — BUYER 3

To the best of my knowledge the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Edward W Hardig Jr

MERIDIAN TITLE CORPORATION

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Sections 1001 and Section 1010.

2019 West Lusher Avenue
Elkhart, Indiana 46517

TAX MEMORANDUM

The undersigned purchaser(s) understand that they are receiving credit at closing for the payment of property taxes from 1-1-97 to 9-2-97.

It will be our responsibility to pay the taxes on the above property even though we may not receive a tax bill beginning with the installment due and payable 5-10-98.

We further understand, that the credit we have received is based on the tax information available at the time of closing and may not be the exact amount that is billed.

Thomas G. Baer V.P.
PATRICK INDUSTRIES, INC.

Dated: 09-02-97

Wood Destroying Insect Infestation Inspection Report

This is not a structural damage report This form may not be altered

Section I. General Information

Inspection Company, Address, & Phone

A-BOMB TERMITE & PEST CONTROL, INC.
P.O. BOX 446
^SCEOLA, IN 46561
9) 674-5525

Company's Business Lic No: B-25629

FHA/VA Case No (if any):

Property Address: RAMCO ENGINEERING - PATRICK INDUSTERIES
2019 W. LUSHER
ELKHART, IN 46517

Inspector's Name: MICHAEL KOLLAR

Structure(s) Inspected: FACTORY

Section II. Inspection Findings This report is indicative of the condition of the subject structure(s) ***on the date of the inspection only*** and is *Not* to be construed as an express or implied warranty or guarantee against latent, concealed, or future infestation or defects Any such warranty or service agreement to provide future treatment or inspections may be provided as a separate attachment and only if indicated in Section IV

See Section IX on side 2 for important information. Based on a careful visual inspection of the readily accessible areas of the structure(s) inspected

- [ ] a **No Visible** evidence of a wood destroying insect infestation was observed
- [x] b **Visible** evidence of a wood destroying insect infestation was observed as follows
  - [ ] Live insects, (description & location)
  - [x] Insect parts, frass, exit holes, or shelter tubes, (description & location) TERMITE SHELTER TUBE WAS FOUND ON AN INTERIOR WALL DOOR FRAME.
  - [ ] Damage from wood destroying insects was noted in the following area(s)

Regarding visible evidence of wood destroying insects The inspector may find wood which has been damaged by insects Any damage noted should be considered only as evidence of current or previous infestation of wood destroying insects If box b is checked above, ***it should be understood that some degree of damage, including hidden damage, may be present.*** The inspector's training and experience do not qualify the inspector in damage evaluation or any other building construction technology and/or repair. **Upon receipt of this report,** the Seller or the Seller's Agent shall notify the Buyer that any damage should be examined by a qualified individual to determine the need for repair

Any visible evidence observed above appears

- [x] **Active,** treatment recommended at this time (Note FHA and VA require treatment for all active infestations)
- [ ] **Inactive,** no treatment recommended at this time
- [ ] **Activity and need for treatment cannot be determined without further investigation** Reason

In many cases, based upon visible signs of infestation by wood destroying insects, it is not possible without benefit of subsequent inspections and evaluations over a period of time to ascertain whether an infestation is active or inactive If a warranty or service agreement is in effect, the company which issued the warranty or service agreement should be contacted If no warranty or service agreement is in effect, the inspecting company or another company may provide treatment, if requested and permitted by regulations, for an additional fee

- [ ] It appears that the structure(s) or a portion thereof may have been previously treated Evidence of previous treatment

This company can give no assurances with regard to work that may have been previously performed by other companies The company which treated the property should be contacted by the Buyer for treatment and warranty information

Section III. Treatment was/is scheduled to be performed by the inspecting company [ ] Yes [x] No Date 8/6/97

Treatment Description

Section IV. Attachments The following listed attachments are integral parts of this inspection report

Section V. Obstructions & Inaccessible Areas

The following areas of the structure(s) inspected were obstructed or inaccessible (see item 4 on side 2)

- [ ] Basement
- [ ] Crawl Space
- [x] Main Level 1,2,3,4,6,7,14
- [ ] Attic
- [ ] Garage
- [ ] Exterior
- [ ] Porch
- [ ] Addition
- [ ] Other

The inspector may write out inaccessible areas or use the following key

1 fixed ceilings	12 only visual access
2 suspended ceiling	13 no access beneath
3 fixed wall covering	14. cluttered condition
4 floor covering	15 standing water
5 insulation	16 dense vegetation
6 cabinets or shelving	17 exterior coverings
7 stored items	18 window well covers
8 furnishings	19 wood pile
9 appliances	20 snow
10 no access or entry	21 unsafe conditions
11 limited access	

Section VI. Additional Comments (may be continued on side 2)

A BOMB'S PRICE TO SPOT TREAT THE BUILDING IS $195.00

Section VII. Inspector's Signature: Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in the property

	Certification or Registration No (if applicable)	Date of Inspection
x Michael Kollar	F-15312	8/6/97

Section VIII. Statement of Buyer & Seller This report is integral to, and a necessary part of the inspecting company's full disclosure as to the scope and inherent limitations of the inspection and report of findings It is most important that the interested parties acknowledge this advice The Seller hereto agrees that all known property history information regarding WDI infestation, damage from infestation, and treatment history has been disclosed to the Buyer

Signature of [ ] Seller(s) [ ] Owner(s) (if refinancing) X — Date

The undersigned hereby acknowledges receipt of a copy of this report

Buyer's Signature X — Date

This report must be signed by the Buyer and Seller as applicable A legible copy of this signature page must be returned to the inspecting company by the person ordering this inspection **See section IX on side 2 regarding the scope & limitations of the inspection & this report**

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Wood Destroying Insect Infestation Inspection Report

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P.O. BOX 446
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See Section IX on side 2 for important information Based on a careful visual inspection of the readily accessible areas of the structure(s) inspected

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Any visible evidence observed above appears .

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This company can give no assurances with regard to work that may have been previously performed by other companies The company which treated the property should be contacted by the Buyer for treatment and warranty information

Section III. Treatment was/is scheduled to be performed by the inspecting company [XX] Yes [ ] No Date 8/15/97

Treatment Description 1% - DURSBAN T.C.

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	Certification or Registration No (if applicable)	Date of Inspection
x Michael Kollar	F-15312	8/6/97

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Signature of [ ] Seller(s) [ ] Owner(s) (if refinancing) x — Date

The undersigned hereby acknowledges receipt of a copy of this report

Buyer's Signature — Date

x

This report must be signed by the Buyer and Seller as applicable A legible copy of this signature page must be returned to the inspecting company by the person ordering this inspection **See section IX on side 2 regarding the scope & limitations of the inspection & this report.**

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INDIANA RESPONSIBLE PROPERTY TRANSFER LAW CERTIFICATION

The undersigned Transferor, as defined by the Indiana Responsible Property Transfer Law (I C. 13-7-22.5), hereby certifies and acknowledges·

1. That it is not required to prepare and deliver a Disclosure Document pursuant to the terms of the Responsible Property Transfer Law and that the real estate described in the attached Exhibit "A" is not "property" as defined by I.C. 13-7-22.5-6.

As used in this chapter, "property" means a specific and identifiable parcel of real property including any improvements that.

(1) contains one (1) or more facilities that are subject to reporting under Section 312 of the Federal Emergency Planning and Community Right to Know Act of 1986 (42 U S.C. 11022);

(2) is the site of one (1) or more underground storage tanks for which notification is required under 42 U S.C. 6991a and I.C. 13-7-20-13(8)(A);

(3) is listed on the Comprehensive Environmental Response, Compensation and Liability Information System (CERCLIS) in accordance with Section 116 of CERCLA (42 U S C. 9616).

The term does not include property that has been subject to bonding or other financial assurances released by the appropriate governmental agency after compliance with applicable state laws.

2. That this certification is made for the purposes of a transaction involving a transfer of an interest in the property described in the attached Exhibit "A". Any buyer, mortgagee, grantee or lessee of the real property and any assignee of an interest of more than twenty-five percent (25%) in a land trust holding title to real property may, and is expected to rely on this statement in purchasing the described property.

The undersigned individually, or on behalf of the Transferor hereby affirms under penalties for perjury that the representations contained in this statement are true and correct.

Dated the 2 day of Sept, 1997

By: _____

Edward Willis Reed

VENDOR'S AFFIDAVIT

STATE OF INDIANA)
) SS:
COUNTY OF Elkhart)

EDWARD WILLIS REED being first duly sworn state(s) that he (hereinafter referred to, jointly and severally as "Vendor") is(are) this day conveying to PATRICK INDUSTRIES, INC. (hereinafter referred to, jointly and severally, as "Purchaser"), by Warranty deed, the following described Real Estate located in Elkhart County, Indiana:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

and commonly known as 2019 West Lusher Avenue (street address) (hereinafter referred to as "Real Estate").

In connection with the sale of the Real Estate, Vendor has furnished Purchaser with a commitment for an owner's policy of title insurance for the Real Estate under date of July 10, 1997 issued by Meridian Title Corporation as Case No. E18621.

Vendor has an indefeasible estate in fee simple in the Real Estate and the Real Estate is free and clear of every kind or description of lien, lease or encumbrance EXCEPT the following.

1. Current real estate taxes, not delinquent.

2. Such other matters affecting the Real Estate, if any, as are disclosed in the above commitment for title insurance.

Vendor has not executed, or permitted anyone in Vendor's behalf to execute, any conveyance, mortgage, lien, lease, security agreement, financing statement or encumbrance of or upon the Real Estate or any fixtures attached thereto, except as stated above, which is now outstanding or enforceable against the Real Estate. Vendor has made no contract to sell all or a part of the Real Estate to any person other than the Purchaser or Vendor has not given to any person an option or right of first refusal to purchase all or any part of the Real Estate, which is enforceable or exercisable now or at any time in the future. There are no unpaid claims for labor done upon or materials or equipment furnished for the Real estate in respect of which liens have been or may be filed, to the best knowledge and belief of Affiant, the improvements upon the Real Estate are all located entirely within the bounds of the Real Estate, and there are no encroachments thereon There are no existing violations of zoning ordinances or other restrictions applicable to the Real Estate known to Affiant.

There is no judgment of any court of the State of Indiana or of any Court of the United States that is or may become a lien on the Real Estate. No petition for bankruptcy has been filed by or against Vendor within the last six months, nor is any petition now pending with respect to Vendor for bankruptcy, insolvency or imcompetency. Vendor is neither principal nor surety on any bond payable to the State of Indiana.

The Real Estate is now occupied by and in possession of Vacant as _____ and no other person has a right to possession or claims possession of all or any part of the Real Estate.

Vendor will deliver possession of Real Estate to Purchaser on or before day of closing, free and clear of any right or claim of any person to the possession of the Real Estate except none.

Vendor is not acting, directly or indirectly, in any capacity whatsoever for any foreign country or national thereof, and Vendor is more than eighteen (18) years of age and a citizen of the United States.

Vendor has not received any bill, invoice or statement for special assessment of the Real Estate for public improvements thereto, nor any bill, invoice or statement for any special tax levy, and that neither the Vendor, nor affiant(s) (if different than Vendor) have received any notice or have any knowledge of any pending proceedings for the special assessment or special taxation of the Real Estate.

Vendor intends that each of the statements made herein shall be construed as a representation; each of the representations is made for the purpose of inducing Purchaser to purchase the Real Estate; and each of the representations, whether construed jointly or severally, is true. Vendor expressly authorizes Purchaser and the Title Insurance Company, and all other persons to rely on such representations.

Signature Edward Willis Reed Signature Edward Willis REED
Printed Edward Willis Reed Printed

Subscribed and sworn to before me, a Notary Public in and for said County and State, this 2nd day of September, 1997.

My commission expires: Signature Edward W Hardig Jr.

EDWARD W. HARDIG, JR.
NOTARY PUBLIC STATE OF INDIANA
RESIDENT OF ST JOSEPH COUNTY
MY COMMISSION EXPIRES 5-24-2000

Printed
Notary Public, whose County of residence is County, Indiana.

This instrument prepared by Edward W. Hardig, Jr., Branch Counsel #19199-71
405 S. Second Street, Elkhart, Indiana 46516
E18621

STATE OF INDIANA)
) SS:
COUNTY OF ELKHART)

The undersigned affiant, being first duly sworn, deposes and says:

1) Contemporaneously with the execution of this affidavit, Affiant/Transferor has conveyed a United States real property interest as defined in Internal Revenue Code Section 897(c) (hereinafter referred to as the "Interest"), in property located in Elkhart County, Indiana, and more particularly described as follows:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

2) Affiant/Transferor understands that Section 1445 of the Internal Revenue Code provides that a Transferee of a United States real property interest must withhold tax if the Transferor is a foreign person or a foreign entity.

3) The Affiant/Transferor is not a foreign person or foreign entity within the meaning of Internal Revenue Code Section 1445 or the regulations promulgated thereunder.

4) Transferor's federal tax identification number or Social Security Number is 316-28-1967.

5) Transferor's office address is

_____.

6) This affidavit is given to the purchaser of the Interest (herein referred to as "Transferee") and any agent of Transferor, agent of Transferee, settlement officer and company insuring title to the above-described property, in compliance with Internal Revenue Code Section 1445 and may be relied upon by such persons in disbursing to the Transferor the sums which would otherwise be required to be withheld under Section 1445, and the Affiant/Transferor indemnifies and holds harmless all such persons from any liability for failure to withhold any portion of the proceeds of the sale of the Interest.

7) Affiant/Transferor understands that this certification may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment, or both.

8) Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete.

Edward Willis Reed
EDWARD WILLIS REED

Sworn to and subscribed before me this 2nd day of September, 1997.

My Commission Expires: _____

Edward W. Hardig Jr.
Signature of Notary Public

_____
Printed Name of Notary Public

Notary Public's County of Residence
_____County, Indiana

EDWARD W. HARDIG, JR.
NOTARY PUBLIC STATE OF INDIANA
RESIDENT OF ST. JOSEPH COUNTY
MY COMMISSION EXPIRES 5-24-2000

This instrument prepared by: Edward W. Hardig, Jr., Branch Counsel #19199-71
405 S. Second Street, Elkhart, Indiana 46516
E18621

DISCLOSURE OF SALES INFORMATION

State Form 46021 (R/4-96)G
Prescribed by the State Board of Tax Commissioners 1993
Pursuant to IC 6-1 1-5 5

PRIVACY NOTICE
Notwithstanding IC 5-14-3, a sales disclosure form is not a public record and may only be used by the State Board of Tax Commissioners or persons acting on behalf of the State Board of Tax Commissioners

PART 1 - TO BE COMPLETED BY BUYER AND SELLER
(This form is required to be Typewritten in blue or black ink on an Original Form)

First Name	M.I.	Last name
		REED

Social Security number or Federal ID number *(optional)*

Address *(number and street)*	City, Town or Post Office	State	ZIP code

First name	M I	Last name
		PATRICK INDUSTRIES, INC.

Social Security number or Federal ID number *(optional)*

Address (number and street)	City, Town or Post Office	State	ZIP code

PROPERTY CONVEYED

Address (number and Street)	City, Town or Post Office	State	ZIP code
2015 West Lusher Avenue	Elkhart	Indiana	46517

Parcel or Key number 25-06-18-101-008

County	Township name
	Elkhart City Concord Township

Property class (check one) ☐ Residential ☐ Commercial ☐ Industrial ☐ Mineral ☐ Agricultural ☐ Other *(specify)* _____

EXEMPT TRANSACTIONS ***(see Instructions on page 2)***

Does the transaction qualify as an exempt transaction? ☐ Yes ☐ No

If Yes, specify the number of the exempton and skip to the signature section on page 2. (To determine the number of the exemption see section entitled "Exempt Transactions" on page 2) Reason number _____

Decaration of Value

Date of Sale SEPTEMBER 2 / 19 97 (Month, Day, Year)

1. Total Sales Price	$ 185,000.00
Less:	
2. Amount of Personal Property transferred to buyer	$
3 Seller paid points	$
4 Net consideration for real property (item 1 minus items 2 and 3)	$

Sales Information
[check (x) ALL of the following conditions that apply to this sale]

- ☐ Conveyance of entire parcel
- ☐ Conveyance of Interest in Land only
- ☐ Conveyance of Interest in Improvements only
- ☐ Coyveyance of Interest in Land and Improvements
- ☐ Exchange for other Real Property ("Trade")
- ☐ Significant physcial changes to property between time of last assessment, March 1 and date of Sale
- ☐ Assignment of Contract (explain below)
- ☐ Fulfillment of Prior Year Contract
- ☐ Quitclaim Deed
- ☐ Personal Property included in transfer
- ☐ Existence of a family or business relationship between buyer and seller
- ☐ Condominium sale
- ☐ Purchase of adjoining land
- ☐ Land to be operated as a unit
- ☐ Mobile Home
- ☐ Splits

Describe the ownership interest transferred and other unusual or special facts or circumstances related to this sale

Information on Seller Provided Financing

Did the seller provide financing? *(If Yes, Complete the following)* ☐ Yes ☐ No	Interest rate %	Amortization period years	Loan type
Is the borrower personally liable for repayment? ☐ Yes ☐ No	Points paid by seller $	Loan amount $	Monthly payment $

Signature and Verification Section

The parties to a real property conveyance document are required to file this form and attest in writing and under the penalties of perjury that the information contained herein is true and correct A person who knowingly and intentionally falsifies any information required on this form commits a Class C misdemeanor

Under Penalties of Perjury, I hereby certify that this Sales Disclosure, to the best of my knowledge and belief, is true, correct and complete as required by law, and is prepared in accordance with IC 6-1.1-5 5, "Real Property Sales Disclosure Act".

Signature of buyer or representative	Telephone Number	Date signed *(month, day, year)*
Thomas G Baer / VP Patrick Ind	( ) 219 294-7511	9-2-97
Signature of seller or representative	**Telephone Number**	**Date signed *(month, day, year)***
	( ) 219-264-7221	9-2-97

PART II - TO BE COMPLETED BY THE AUDITOR AND THE RECORDER

NOTE: This Document is NOT to be recorded Recorder information for reference only Except for exempt transactions, the County Recorder may not accept a deed or other conveyance document that transfers a real property interest for valuable consideration for recording if the sales disclosure form signed by the parties is not included with the document A public official who knowingly and intentionally accepts a sales disclosure document for filing in violation of the provisions of IC 6-1 1-5 5 commits a Class C misdemeanor The County Recorder is required to send the original sales disclosure form along with a copy of the property record card from the Township Assessor's office to the State Board of Tax Commissioners on or before the fifteenth (15th) day of the month subsequent to the date of filing

☐ Contract ☐ Deed Type of Deed or Trust Contract _____

Date of transfer (month, day, year)

County Auditor
Stamp Here

Recorder Machine
Stamp Here

RETURN TO:

Property Address:
2019 West Lusher Avenue
Elkhart, Indiana 46517

Mail Tax Statements to:
PROPERTY ADDRESS ABOVE

AUDITORS RECORD

Transfer No._____

Taxing Unit _____

Date _____

Key No.25-06-18-101-008

WARRANTY DEED

THIS INDENTURE WITNESSETH

That EDWARD WILLIS REED

CONVEY AND WARRANT

To PATRICK INDUSTRIES, INC., AN INDIANA CORPORATION, for Ten Dollars and other valuable consideration the receipt whereof is hereby acknowledged, the following described REAL ESTATE in Elkhart County, in the State of Indiana, to-wit:

Lots Numbered Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12) as the said Lots are known and designated on the recorded Plat of FIELDHOUSE'S WEST SIDE ADDITION to the City of Elkhart, Indiana; said Plat being recorded in Deed Record 115, page 477 in the Office of the Recorder of Elkhart County, Indiana.

Subject to taxes for the year 1997, due and payable in 1998, and taxes for all subsequent years.

Subject to covenants, restrictions and easements of record.

IN WITNESS WHEREOF, The said EDWARD WILLIS REED has hereunto set his hand(s) and seal(s) this 2nd day of September 1997.

Edward Willis Reed

EDWARD WILLIS REED

_____

STATE OF INDIANA, ELKHART COUNTY SS.

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named EDWARD WILLIS REED who acknowledged the execution of the foregoing Deed to be his voluntary act and deed.

WITNESS, my hand and Seal this 2nd day of September, 1997

My commission expires:_____

Edward W. Hardig

Signature of Notary Public

EDWARD W. HARDIG, JR
NOTARY PUBLIC STATE OF INDIANA
RESIDENT OF ST JOSEPH COUNTY
MY COMMISSION EXPIRES 5-24-2000

_____

Printed Name of Notary Public

_____

Notary Public's County of Residence

This instrument was prepared by Edward W. Hardig, Jr., Branch Counsel #19199-71
405 S. Second Street, Elkhart, Indiana 46516
97E18621 kk

Lake City Bank
P.O. Box 1387 • Warsaw, Indiana 46580 • (219) 267-9125

COMMERCIAL LOAN PAYOFF REQUEST FORM

NAME R & S Properties LLC ACCOUNT # 6171346 9001

ADDRESS 55465 Lacey Lane

ADDRESS Bristol, IN 46507-9653

PAYOFF DATE 9/2/97

PRINCIPAL BALANCE $3,031.59 PER DIEM

ACCRUED INTEREST

LATE CHARGES

RELEASE FEE 10.00

TOTAL PAYOFF $3,041.59

PAYOFF QUOTED BY James G. Stout DATE QUOTED August 21, 1997

WIRING INSTRUCTIONS: We are an "on line" bank which means the payoff can be wired directly to our bank Our ABA Number is 074903719.
Please state that wire is to credit the account of:

Attn:

LCB 603-A

D
1700 & 1706 W. Lusher

SUBLEASE AGREEMENT

THIS AGREEMENT, entered into by and between

PATRICK INDUSTRIES, INC.,

an Indiana Corporation (Patrick), and

WOODTEK, LLC,

an Indiana Limited Liability Company (Woodtek);

WITNESSETH:

WHEREAS, pursuant to the terms of an Asset Purchase Agreement dated April 20, 1998 (the "Asset Purchase Agreement"), between Patrick and Woodtek, Patrick is purchasing from Woodtek the Purchased Assets; and

WHEREAS, Seller is presently occupying and leasing the Elkhart Facility on a verbal month to month basis from I.W. Lusher, Inc. ("Landlord") and it is understood that Woodtek has not received the consent of the Landlord to sublet the Elkhart Facility to Patrick; and

WHEREAS, as an inducement to Patrick to enter into the Asset Purchase Agreement and to allow Patrick the use of the Elkhart Facility for a period of time until Patrick can move the business and property of the Elkhart Facility, which are part of the Purchased Assets, to another location, Woodtek will lease the Elkhart Facility to Patrick on a month to month basis, with the understanding that Woodtek cannot assure or guarantee Patrick that the Landlord of the Elkhart Facility will permit or authorize Patrick to occupy and possess the Elkhart Facility; and

WHEREAS, Patrick desires to sublease the Elkhart Facility from Woodtek under the terms and provisions of this agreement.

NOW, THEREFORE, IN CONSIDERATION of the premises and the mutual covenants herein contained, the Parties hereto agree as follows:

1. All capitalized terms used herein and not otherwise defined shall have the meanings assigned to them in the Asset Purchase Agreement.

2. Patrick hereby assumes the obligations described in Section 1.10 of the Asset Purchase Agreement relating to the Elkhart Facility.

3. Notwithstanding anything to the contrary contained in the Asset Purchase Agreement or contained herein, it is understood and acknowledged by Patrick that Woodtek makes no representations or warranties of its right to sublet the Elkhart Facility to Patrick. Woodtek and Patrick agree to promptly notify the other of any communications with the Landlord.

4. Woodtek hereby leases to Patrick the Elkhart Facility on a month to month basis, subject to the legal rights of the Landlord, including Landlord's rights of termination upon thirty (30) days' prior written notice. Patrick agrees to pay Woodtek the sum of Sixteen Thousand Four Hundred Dollars ($16,400.00) per month, payable on the first day of each month beginning May 1, 1998. In addition, Patrick agrees to pay to Woodtek the prorated portion of the insurance and real estate taxes due on the Elkhart Facility for the period of occupancy by Patrick of the Elkhart Facility, payable within ten (10) days of invoicing by Woodtek to Patrick. Patrick agrees to pay for all utilities relating to the Elkhart Facility during the period of Patrick's occupancy from and after April 20, 1998, including but not limited to, gas, electricity, water, sewer, and telephone services. Woodtek agrees to name Patrick as an additional insured on the property and casualty and premises liability policy relating to the Elkhart Facility.

5. Patrick agrees to perform ordinary and routine maintenance and repairs to the Elkhart Facility, and the Elkhart Facility shall be used and occupied by Patrick only in conjunction with the usual business practices of the Purchased Business.

6. Patrick shall not have the right to affix to or upon the exterior of the Elkhart Facility any sign, insignia, or decoration, and Patrick shall not make any alterations, improvements or additions on or about the Elkhart Facility.

7. Patrick may terminate this Agreement upon thirty (30) days' prior written notice to Woodtek, provided that such notice is received by Woodtek prior to the first of the calendar month and Patrick's occupancy shall terminate at the end of that month provided the notice is received timely by Woodtek.

8. Woodtek may terminate this Agreement upon thirty (30) days' prior written notice to Patrick, provided that such notice is received by Patrick prior to the first of the calendar month and Patrick's occupancy shall terminate at the end of that month provided the notice is timely received; except for the default of Patrick, Woodtek cannot terminate this Agreement any earlier than August 31, 1998.

This Agreement shall also terminate upon the proper termination of Woodtek's month to month oral lease by the Landlord.

9. No waiver by Woodtek of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Patrick of the same or any other provision.

10. If either party named herein brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorney fees to be paid by the losing party as fixed by the Court.

11. Patrick hereby agrees that Woodtek shall not be liable for injury to Patrick's business or any loss of income therefrom or from damage to the goods, wears, merchandise or other property of Patrick, Patrick's employees, invitees, customers or any other person in or about the Elkhart Facility, nor shall Woodtek be liable for injury to Patrick's employees, agents or contractors and invitees, relating to the Elkhart Facility, for any such injury arising from this Sublease.

12. This Sublease Agreement is subject to Patrick's indemnification set out in Section 11.4~~(c)~~ of the Asset Purchase Agreement relating to the Elkhart Facility, which is incorporated herein by reference.

13. All notices, claims, certificates, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed (by registered or certified mail, return receipt requested and postage prepaid) as follows:

If to Woodtek, to:

Woodtek, LLC
Attn: Russell C. Stooks
P.O. Box 4395
Prescott, AZ 86302

with a copy to:

Harold L. Wyland
KIZER & NEU
319 West Jefferson Street
P.O. Box 158
Plymouth, IN 46563

If to Patrick:

David D. Lung, President
Patrick Industries, Inc.
P.O. Box 638
Elkhart, IN 46515

with a copy to:

James V. Woodsmall
WARRICK & BOYN
Suite 400
121 West Franklin Street
Elkhart, IN 46516

or such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such communication shall be deemed to have been given, in the case of personal delivery, on the date of delivery; in the case of mailing, on the day when such piece of mail containing such communication has been received; and in the case of telex notice, when sent and answerback received.

14. Neither party shall have the right to assign this Agreement or its interest in this Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 20th day of April, 1998.

WOODTEK, LLC

By_____
Russell C. Stooks, Member

PATRICK INDUSTRIES, INC.

By_____
David D. Lung, President

p:wp6:co:rs-pat.agr

SCHEDULE 7 TO WOODTEK/PATRICK ASSET SALE
April 20, 1998

(1) Elkhart Facility Lease on month-to-month basis

(2) Argos Facility Lease

(3) No real estate is owned

(4) Sublease a portion of Plant 2 in Elkhart to Kinder Manufacturing Corp. for office space at the rate of $535.00 per month under a month-to-month lease that was originally in the form of the written lease attached.

LEASE AGREEMENT

This lease is made between WOODTEK, INC., 1706 West Lusher, Elkhart, Indiana 46517, herein called Lessor, and KINDER MANUFACTURING CORPORATION, P.O. Box 1207, Elkhart, Indiana 46515, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of Elkhart, County of Elkhart, State of Indiana, described as 1700 West Lusher Avenue (three offices), upon the following terms and conditions:

1. Term and Rent. Lessor demises the above premises for a term of one (1) year, commencing November 1, 1994 and terminating on October 31, 1995 at the annual rental of $5,820.00 ($485.00 per month), payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address specified above, Then, after one (1) year the lease will be on a month-to-month basis, with a 60-day notice by either party to terminate.

2. Use. Lessee shall use and occupy the premises for administrative offices. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

3. Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Furnace and air conditioner shall be maintained by Lessor, as well as portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery.

4. Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

5. Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

6. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without permission of Lessor.

7. Utilities. Lessor shall be solely liable for utility charges as they become due, including those for sewer, water, gas and electricity. Lessee is responsible for telephone service.

8. Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any unusual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

9. Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

10. Insurance. Lessee, at his expense, shall maintain liability insurance with minimum coverage of $1,000,000.

11. Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown above.

12. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

13. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

Signed this 13 day of October, 1994.

KINDER MANUFACTURING CORP.

By [illegible]
Lessee

WOODTEK, INC.

By Ken Roscoe
Lessor

KIZER & NEU LAW OFFICE

PO Box 158
Plymouth, Indiana 46563

Fax Telephone # (219) 936-2642

AUTOMATIC FACSIMILE TRANSMISSION

TO: David D. Lung, President Patrick Industries, Inc.	***FROM:*** Harold L. Wyland, Esq.
THIS IS PAGE 1 ***OF*** 5	***MESSAGE:***
DESTINATION FAX TELEPHONE # 219-522-5213	
DATE: 08/27/98	***HARD COPY TO FOLLOW:*** ***YES*** XX ***NO*** ____

CALL IMMEDIATELY IF THERE ARE ANY PROBLEMS IN RECEIVING THIS TRANSMISSION: (219-936-2169)

CONFIDENTIALITY NOTICE

The documents accompanying this telecopy transmission contain confidential information belonging to the sender which is legally privileged. The information is intended only for the use of the individual(s) or entity named above. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution or the taking of any action in reliance on the contents of this telecopied information is strictly prohibited. If you have received this telecopy in error, please immediately notify us by telephone at the number above to arrange for return of the original documents to us. Thank you.

KIZER & NEU

Attorneys at Law

HAROLD L. WYLAND
JERE L. HUMPHREY
MARK E. WAGNER
RONALD D. GIFFORD
JAMES N. CLEVENGER

312 WEST JEFFERSON STREET
P.O. BOX 158
PLYMOUTH, INDIANA 46563
TELEPHONE (219) 936-2169
FAX (219) 936-2642

406 WEST PLYMOUTH STREET
P.O. BOX 158
BREMEN, INDIANA 46506
TELEPHONE (219) 546-2628
FAX (219) 546-2608

MARSHALL F. KIZER
(1907-1990)

JAMES H. NEU
(1917-1991)

RICHARD F. JOYCE
RETIRED

August 27, 1998

PLEASE REPLY TO:

P. O. Box 158
Plymouth, IN 46563

VIA FACSIMILE TRANSMISSION
1-219-522-5213

Mr. David D. Lung, President
Patrick Industries, Inc.
Post Office Box 638
Elkhart, Indiana 46515

Re: Notice of Termination of Sublease Agreement
and Termination of Tenancy

Dear Mr. Lung:

Please find enclosed a Notice of Termination of Sublease Agreement and Termination of Tenancy. I am sending a copy of the Notice to your attorney, Mr. James V. Woodsmall.

I would request that you answer back and acknowledge your receipt of this Notice.

It was truly a pleasure working with you and Keith regarding the Woodtek transaction.

Very truly yours,

KIZER & NEU

Harold L. Wyland

Harold L. Wyland

HLW:pjm
Enclosure
cc: James V. Woodsmall

NOTICE OF TERMINATION OF SUBLEASE AGREEMENT AND TERMINATION OF TENANCY

TO: Mr. David D. Lung, President ("Patrick")
Patrick Industries, Inc.
P.O. Box 638
Elkhart, Indiana 46515

CC: James V. Woodsmall, Esq.
Warrick & Boyn
121 W. Franklin Street, Suite 400
Elkhart, Indiana 46516

FROM: Woodtek, LLC ("Woodtek")

THIS IS TO NOTIFY Patrick that Woodtek will terminate the sublease agreement (and the tenancy created thereby) entered into by and between Patrick and Woodtek dated April 20, 1998, said sublease agreement made a part hereof by reference, effective October 1, 1998, in connection with all Elkhart, Indiana real estate and improvements leased by Patrick from Woodtek and known as the "Elkhart Facility", including the real estate and improvements located at 1700 & 1706 West Lusher Avenue, Elkhart, Indiana, said real estate located at 1700 & 1706 West Lusher Avenue, Elkhart, Indiana more particularly described and set out in Exhibit "A" and Exhibit "B", attached hereto and made a part hereof, and presently occupied by Patrick. Patrick shall surrender and deliver possession of the Elkhart Facility effective October 1, 1998.

DATED this 19th day of August, 1998.

WOODTEK, LLC

By _____
Russell C. Stooks

p:wp6:co:rs-pat.term

EXHIBIT "A"

A parcel of land located in the southwest quarter of Section 7, Township 37 North, Range 5 East, Concord Township, Elkhart County, Indiana, described as:

Commencing at a point on the West line of said Quarter Section that is thirty (30) feet North of Southwest Quarter corner of said Quarter Section; thence due East parallel with and thirty (30) feet North of the South line of said Quarter Section; along the north line of Lusher Avenue, Two Thousand Two Hundred Ninety and five tenths (2,290.5) feet for the point of beginning; thence, continuing easterly along said North line of Lusher Avenue One Hundred Ninety (190.0) feet; thence North one degree, three minutes, thirty seconds (1° 03' 30") West, Four Hundred (400) feet; thence due West One Hundred Ninety (190) feet, more or less; thence south one degree, three minutes, thirty seconds (1° 03' 30") East, Four Hundred (400) feet to the North line of Lusher Avenue and the point of beginning, containing 1.75 acres, more or less.

EXHIBIT "B"

A part of the Southwest Quarter (SW 1/4) of Section Seven (7), Township Thirty-seven (37) North, Range Five (5) East, Elkhart County, Indiana, more particularly described as follows:

Beginning at a point on the north line of West Lusher Avenue in the City of Elkhart, Indiana, that is thirty (30) feet north and one thousand nine hundred twenty and five tenths (1920.5) feet east of the southwest corner of said Quarter Section; thence north one (1) degree three (3) minutes thirty (30) seconds west, six hundred forty-six and forty-four hundredths (646.44) feet; thence east, one hundred ninety (190) feet; thence south one (1) degree three (3) minutes thirty (30) seconds east, six hundred forty-six and forty-four hundredths (646.44) feet to the north line of said West Lusher Avenue; thence west along the north line of said West Lusher Avenue; one hundred ninety (190) feet to the place of beginning, containing approximately 2.82 acres of land.

SUBJECT to an easement over the north fifty (50) feet of the above described land for the Right of Ingress and Egress of the Lessors.

Warrick
&Boyn
ATTORNEYS AT LAW

Admitted in Indiana
and Michigan

Thomas E. Warrick*
Gary D. Boyn
James V. Woodsmall
Cynthia S. Gillard
Randall G. Hesser
Timothy S. Shelly
William D. Hart
Edward M. Lilly**
Debra L. Miller**

*Admitted in Illinois
not Admitted in Michigan
**Not Admitted in Michigan

October 1, 1998

Jere Humphrey
Kizer & Neu
319 W. Jefferson Street
Plymouth, IN 46563

Facsimile No.: (219) 936-2642

Re: 1700 and 1706 W. Lusher
Elkhart, Indiana

Dear Jere:

This is to notify you that Patrick Industries, Inc. vacated the above referenced premises at the end of the business day on September 30, 1998. Prior to vacating, we made the repairs for which we were responsible.

Sincerely,

James V. Woodsmall

JVW/mj

cc: Tom Baer/By Facsimile

SENT BY FACSIMILE

PC: David
Keith

NBD Bank Building
121 West Franklin Street
Suite 400
Elkhart, Indiana 46516-3284
219/294-7491
Fax 219/294-7284
thefirm@warrickandboyn.com

ltr\humphrey2-jvw

E
1800 & 1819 S. 14th
Street

E(1)

PURCHASE AGREEMENT

1. **PARTIES:** Patrick Industries, Inc., an Indiana corporation ("Seller") agrees to sell and convey to Sturgis Iron and Metal Co., Inc. ("Purchaser") and Purchaser agrees to buy from Seller, the following Property for the consideration and upon and subject to the terms, provisions, and conditions hereinafter set forth.

2. **PROPERTY:** The Property is a tract of land situated in the City of Elkhart, Elkhart County, Indiana, together with all buildings and permanent improvements and fixtures attached thereto such as HVAC system, carpeting and similar types of fixtures (but excluding the generator); and all privileges and appurtenances pertaining thereto including any right, title and interest of Seller in and to adjacent streets, alleys, or rights-of-way; all of the above hereinafter collectively called "Property," and whose legal description is contained on Exhibit "A" attached hereto and incorporated herein. All of the right, title and interest of Seller in and to all contracts, agreements relating to the upkeep, repair, maintenance or operation of the Property which are in effect and are assignable, which Purchaser assumes and agrees to perform all of Seller's obligations after the closing. If Seller decides to sell the generator located on the Property, at or prior to Seller vacating, Seller will offer the generator to Purchaser at fair market value. If the parties cannot agree on the fair market value, they shall select an appraiser with no connections to either party to determine the fair market value. The parties shall each pay one-half of the appraiser's fee.

3. **PRICE:** The total purchase price shall be One Million One Hundred Thousand Dollars ($1,100,000) ("Purchase Price"), payable in accordance with the terms and conditions stated in this agreement.

4. **CLOSING:** The closing of the sale (the "Closing Date") shall take place at a mutually agreed place in Elkhart, Indiana within thirty (30) days from the date hereof, unless extended in a writing signed by both parties hereto, with the costs thereof shared equally.

5. **POSSESSION:** The Seller shall retain possession of the Property office portion of 1819 S. 14th Street, the house at 1313 Wolf Avenue and the office at

1800 S. 14th Street in Elkhart, Indiana, rent free, for a period of up to two (2) years. Seller shall pay real estate taxes, insurance (naming Buyer as a co-insured) and maintenance on said office portion of 1819 S. 14th Street, 1800 S. 14th Street and 1313 Wolf Avenue for the period of its occupancy, including without implied limitation, lawn maintenance and snow removal for the premises. Taxes for the office portion of 1819 S. 14th Street shall be prorated based upon the square footage. The balance of the Property shall be delivered to Purchaser at closing in its present condition, ordinary wear and tear excepted. Seller agrees to maintain the Property in good condition until possession is delivered to Purchaser. Seller shall retain and remove the generator on the Property when Seller moves out of the Property. At the end of the two (2) year rental, Seller shall have an option to rent all or any portion of the three (3) above-described addresses for an additional twelve (12) months at a fair market rent. If the parties cannot agree on a fair market rent, they shall jointly appoint a real estate appraiser to determine the fair market rent. The decision of the appraiser shall be final.

6. **REAL ESTATE TAXES:** All real estate taxes due for the current and any prior calendar year and remaining unpaid, shall be paid by Seller. All accruing real estate taxes shall be prorated to the date of closing except as provided in Section 5. If the current tax rate has not been established, the prior year rate will be used to compute the proration.

7. **DISCLOSURE OF LIENS AND CLAIMS:** Purchaser acknowledges purchasing the Property and accepting it in its "AS IS – WHERE IS" condition based upon inspection as to the Property, without representation or warranty on the part of the Seller except as specifically set forth in this section 7. Seller's representations, warranties and covenants shall survive the consummation of the purchase by Buyer for a period of twelve months after the closing.

a. Except as shown on the title commitment, Seller is the fee title owner of the Property subject to no liens, encumbrances, pledges, or mortgages;

b. Except as shown on the title commitment, to the knowledge of Seller, there are no unrecorded or undisclosed legal or equitable interests in the Property owned by any other party other than Seller;

c. To the knowledge of Seller, there is no special assessment by any governmental authority, presently outstanding, for improvements or otherwise which has or may become a lien against the Property. Further, Seller knows of no proposed assessments for any public improvements against the Property;

d. Seller has received no notice of, and has no knowledge of, any existing condemnation, eminent domain proceedings or any action of a similar kind or other modification of the zoning classification at the Property.

e. To the knowledge of Seller, there are no existing violations of any zoning ordinance, building rule or regulation affecting the Property in any material respect;

f. Seller has no knowledge of any material defect, whether latent or patent with respect to the Property;

g. Seller is not currently a party to any proceeding under any applicable bankruptcy, reorganization, insolvency or similar laws; and

h. Seller is a duly organized and validly existing Indiana corporation.

8. **TITLE APPROVAL:** Seller, at its expense, shall deliver to Purchaser within fifteen (15) days after acceptance of this purchase agreement, a Commitment for Title Insurance from Century Title Co. with the standard exceptions deleted at Purchaser's expense, if any, in the amount of the Purchase Price to insure in Purchaser a marketable title in fee simple absolute to the Property, and subject to the easements and restrictions of record, current zoning laws, and real estate taxes on the Closing Date (the "Commitment") and, at Purchaser's request, legible copies of all recorded instruments affecting the Property recited as exceptions in the Commitment. If Purchaser has an objection to items disclosed in such Commitment, Purchaser shall promptly make written objection to Seller after receipt of each such

instrument. If Purchaser makes such objections or if the objections are disclosed in the Commitment, Seller shall have thirty (30) days from the date such objections are disclosed to cure the same, and the Closing Date shall be extended if necessary. Seller agrees to utilize its best efforts and reasonable diligence to cure such objection, if any. If the objections are not satisfied within such time period, Purchaser may (a) terminate this Contract, or (b) waive the unsatisfied objections and close the transaction.

9. **PURCHASER'S CONDITIONS TO CLOSING.**

Purchaser's obligations under this agreement are expressly conditioned upon the occurrence of the following events:

(1) The Title Company shall be ready, willing and able to issue the Title Policy in the form required on the Closing Date.

(2) Seller shall be ready, willing and able to deliver to Purchaser on the Closing Date the fully executed Warranty Deed, in form acceptable to Purchaser and its counsel, as required hereunder.

(3) The Purchaser shall have received an affidavit of the Seller, sworn to under penalty of perjury, setting forth the Seller's name, address and Federal tax identification number and stating that such Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986 (the "Code"), or, alternatively, if applicable, a statement issued by the Seller and otherwise in the form required by the Code certifying that the Seller was not a "United States real property holding company" within the meaning of the Code at any time during the five years preceding the Closing Date. If, on or before

the Closing Date, the Purchaser shall not have received each such affidavit or such statement, the Purchaser may withhold from the Purchase Price payable pursuant hereto at Closing to Seller such sums as are required to be withheld therefrom under Section 1445 of the Code.

(4) Seller's delivery of the Indiana Responsible Property Transfer Act disclosure, if applicable.

(5) Purchaser and/or the Title Company shall have received such other documents as, in the opinion of Purchaser's counsel, and the title insurer, are necessary to complete the transactions contemplated by this Agreement, including without limitation a fully executed Indiana Disclosure of Sales form.

10. **SELLER'S CONDITIONS TO CLOSING**:

Seller's obligations under this agreement are expressly conditioned upon the occurrence of the following events:

Purchaser shall have delivered to the Closing Agent the Purchase Price on the Closing Date.

11. **SALES EXPENSES:** Seller and Purchaser agree that all sales expenses are to be paid in cash prior to or at the closing.

a. Seller's Expenses. Seller shall be responsible for and pay all costs for the following: 1) releasing existing liens and recording the releases; 2) Owner's Title Policy; 3) one-half (1/2) of any closing fee; 4) preparation of Deed and Vendor's Affidavit; and 5) other expenses stipulated to be paid by Seller under other provisions of this Contract.

b. Purchaser's Expenses. Purchaser agrees to pay all other recording fees; one-half (1/2) of any closing fee; copies of documents pertaining to

restrictions, easements, or conditions affecting the Property; and expenses stipulated to be paid by Purchaser under other provisions of this agreement.

12. **DEFAULT:** If Purchaser breaches this agreement and is in default, (a) Seller may seek specific performance or any other remedy provided by law or equity; or (b) Seller may treat this Agreement as being terminated. If Seller, through no fault of Seller, is unable to convey marketable title as required by this agreement and the defect or defects are not waived by Purchaser, Seller's sole obligation shall be to return promptly any Earnest Money and any sums expended by Purchaser for survey or title evidence; provided, however, Purchaser shall have the right to pay and satisfy any existing liens not otherwise assumed by Purchaser and deduct that amount from the Purchase Price. If Seller refuses to perform as required, Purchaser may pursue all available legal and equitable remedies.

13. **ATTORNEY'S FEES:** Any signatory to this agreement who is the prevailing party in any legal or equitable proceeding against any other signatory brought under or with relation to the agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

14. **DUTIES OF PURCHASER AND SELLER AT CLOSING:**

a. At the closing, Seller shall deliver to Purchaser, at Seller's sole cost and expense, the following:

(1) A duly executed and acknowledged Deed conveying good and indefeasible title in fee simple to all of the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, reservations and restrictions, except as permitted herein and/or approved by Purchaser in writing and execute a Vendor's Affidavit;

(2) An Owner's Policy of Title Insurance (the "Title Policy") issued by a reputable title insurance company

chosen by the Seller in the full amount of the Purchase Price, dated as of the closing, insuring Purchaser's fee simple title to the Property to be good and indefeasible.

(3) Furnish evidence of its capacity and authority for the closing of this transaction;

(4) Seller agrees to provide Purchaser with a certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act, nor any Indiana Gross Income Tax, or to consent to withholding of tax from the proceeds of sale as required;

(5) Execute all other necessary documents to close this transaction.

b. At the closing, Purchaser shall perform the following:

(1) Pay the cash portion of the Sales Price in the form of a certified or cashier's check;

(2) Furnish evidence of its capacity and authority for the closing of this transaction;

(3) Execute all other necessary documents to close this transaction.

15. **CONDEMNATION:** If prior to Closing Date condemnation proceedings are commenced against any portion of the Property, Purchaser may, at its option, terminate this agreement by written notice to Seller within ten (10) days after Purchaser is advised of the commencement of condemnation proceedings, or Purchaser shall have the right to appear and defend in such condemnation proceedings, and any award in condemnation shall, at the Purchaser's election, become the property of Seller and reduce the purchase price by the same amount or shall become the property of Purchaser and the purchase price shall not be reduced.

16. **CASUALTY LOSS:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller. In the event any such damage or destruction is not fully repaired prior to closing, Purchaser, at its option, may either (a) terminate this Agreement, or (b) elect to close the transaction, in which event Seller's right to all insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Purchaser.

17. **CONTINGENCIES:** This Agreement is contingent upon

a. Purchaser obtaining financing in the amount of Nine Hundred Ninety Thousand Dollars ($990,000) at market rates.

b. Purchaser obtaining at its own expense, a Phase II environmental report for the work described in Exhibit B attached hereto which does not recommend further testing and does not indicate that Purchaser's ownership of the Property will impose liability on Purchaser under any applicable federal or state environmental laws.

18. **MISCELLANEOUS:**

a. Any notice required or permitted to be delivered hereunder, shall be deemed received when personally delivered or sent by United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below the signature of such party hereto, with a copy to their respective counsel.

b. During the term of this agreement, Seller shall entertain no competing offers nor shall he negotiate with any third person or entity for the sale of this Property.

c. Both Purchaser and Seller agree that there are no brokers involved in this agreement.

d. Purchaser reserves the right to assign its interest in this agreement to persons or entities of his choice without recourse to the Purchaser. In the event of such assignment, Purchaser shall have no personal liability to the Seller

or to any third party on account of this agreement. In the event of assignment, all Purchaser's rights under this agreement will transfer to the Assignee.

e. This agreement shall be construed under and in accordance with the laws of the State of Indiana.

f. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns.

g. In case of any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

h. This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the transaction and cannot be changed except by their written consent.

i. Time is of the essence of this agreement.

j. Words of any gender used in this agreement shall be held and constructed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

k. All rights, duties and obligations of the signatories hereto shall survive the passing of title to, or an interest in, the Property.

l. This agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

"PURCHASER"	"SELLER"
Sturgis Iron and Metal Co., Inc.	Patrick Industries, Inc.
By: Ralph Levin President Mia Levin-Hoverter Secretary	By: [signature] Andy L. Nemeth VP Finance
Date: 7/7, 2004	Date: 7/13, 2004
P.O. Box 579, Sturgis, MI. 49091	1800 S 14th St. Elkhart IN 46516
Purchaser's Address for Notice Purposes	Seller's Address for Notice Purposes

E(2)

Property Lease

Sturgis Iron & Metal Co., Inc., a Michigan corporation, of Sturgis, Michigan, the Lessor, and Patrick Industries, Inc., an Indiana corporation, of Elkhart, Indiana, the Lessee enter into this lease subject to the following conditions:

1. Premises. The Lessor leases to the Lessee the property located at and commonly described as the office portion of 1819 South 14th Street, the house at 1313 Wolf Avenue and the office at 1800 South 14th Street, Elkhart, Indiana.
2. Term. The term of this lease shall be two (2) years commencing on September 7, 2004. At the end of the term, Lessee shall have an option to rent all or any portion of the property for an additional twelve (12) months at fair market rent. If the Lessor and Lessee cannot agree on fair market rent, they shall jointly appoint a real estate appraiser to determine the fair market rent and equally share the cost of the appraiser. The decision of the appraiser shall be final.
3. Rent.
    a. Lessee shall pay the Lessor one and 00/100 ($1.00) dollar per year as base rent for the premises.
    b. Additional Rent. Lessee shall be responsible for the payment of all the taxes and insurance on the premises as required by this lease and all of the utility services for the premises, including water, sewer, gas, electricity, heat and other services delivered to the premises. The Lessee shall pay for all other services contracted for by the Lessee as soon as an invoice is presented so that no past due accounts arise. In addition, any fees, costs, or expenses incurred by the Lessor for enforcing the Lessee's obligations under this lease, including reasonable attorneys' fees, shall be additional rent owing under the lease and shall be immediately due and payable by the Lessee to the Lessor.
4. Signs. All signs placed on the premises shall be in keeping with the character and decor of the premises and in compliance with applicable zoning laws.
5. Acceptance of Occupancy. The Lessee shall commence occupancy of the premises on the commencement date and pay the rent as required by this Lease. Lessee accepts the premises in its "AS IS – WHERE IS" condition and the Lessor disclaims any and all direct or implied warranties whatsoever.
6. Vacation of the Premises. The Lessee shall not vacate or abandon the premises during the term of this lease. If the Lessee does abandon or vacate the premises or is dispossessed by process of law or otherwise, any of the Lessee's personal property that is left on the premises shall be deemed abandon by the Lessee, at the option of the Lessor.
7. Use. The premises are to be used and occupied by the Lessee for office buildings and residential purposes. The Lessee's use and occupation of the premises shall be conducted in a manner that complies with all applicable laws.
8. Repairs and Maintenance. The Lessee shall be responsible for all maintenance and repair of the premises. Lessee must repair and maintain the premises at the Lessee's expense. The premises shall be kept in good and working condition, including any plate glass windows, electrical wiring, plumbing, HVAC and any other system or equipment on the premises, structural members of all buildings and other improvements on the premises.

9. Surrender of the Premises. The Lessee shall surrender the premises to the Lessor when this lease expires, broom clean condition and the same condition as on the commencement date except for normal wear and tear.
10. Entry and Inspection. The Lessee shall permit the Lessor or the Lessor's agents to enter the premises at reasonable times with reasonable notice, to inspect and repair the premises if the Lessee fails to repair and maintain the premises. If Lessor repairs or maintains the premises, the payment by Lessor shall be additional rent owing under this lease and shall be immediately due and payable by the Lessee.
11. Taxes and Assessments. The Lessee shall pay all real and personal property taxes and assessments levied against the premises during the term of this lease. All taxes levied against personal property owned or leased by the Lessee are the responsibility of the Lessee.
12. Alterations. The Lessee may remodel and improve the premises. However, any remodeling or improvements that significantly alter the premises or require an investment by the Lessee in excess of five hundred and 00/100 ($500) dollars shall require written approval from the Lessor. Such work shall be done without injury to any structural portion of the building. Any improvements constructed on the premises shall become the property of the Lessor when the lease terminates.
13. Assignment and Subletting. The Lessee may not assign, sublet, or otherwise transfer or convey its interest or a portion of its interest in the premises without the written consent from the Lessor. The Lessor shall have sole discretion on its approval of proposed assignments or subleases.
14. Trade Fixtures. All trade fixtures and movable equipment installed by the Lessee on the premises shall remain the property of the Lessee and shall be removed when this lease expires. The Lessee shall repair any damage caused by the removal of such fixtures and the premises shall be restored to its condition prior to the removal of such fixtures.
15. Insurance. The Lessee shall insure the premises, including all buildings and improvements, for the replacement cost of the buildings and improvements, against loss under a policy or policies of fire and extended coverage insurance, including additional perils. The Lessee shall obtain and maintain in full force general liability and property damage coverage of not less than three million and 00/100 ($3,000,000) dollars for injury or death to any one person, one million and 00/100 ($1,000,000) dollars for injury or death to more than one person, one million and 00/100 ($1,000,000) dollars for property damage, covering all claims for injuries to persons occurring on or about the premises. The insurance policy shall name the Lessor as loss payee or additional insured. The Lessee shall give the Lessor customary insurance certification evidencing that the policy is in effect during the term of the lease. All policies must provide for notice by the insurance company to the Lessor of any termination or cancellation of a policy of at least thirty (30) days in advance.
16. Lessee's Liability. All of Lessee's personal property, including trade fixtures on the premises shall be kept at the Lessee's sole risk, and the Lessor shall not be responsible for any loss of business or other loss or damage that is occasioned by the acts or omission of persons occupying the premises or any part of the premises adjacent to or connecting with the premises.
17. Destruction of the Premises. The premises are partially damaged or destroyed through no fault of the Lessor, the Lessee shall, at its own expense, promptly repair and restore the

premises. Rent shall not abate in whole or in part during the period of restoration. If the premises are totally destroyed through no fault of the Lessor or if the premises cannot be repaired or restored within one hundred eighty (180) days, either party may terminate this lease effective the date of the destruction by giving the other party written notice of termination within thirty (30) days of the destruction.

18. Condemnation. If any part of the premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either the Lessor or Lessee may terminate this lease, effective the date the public authority takes possession. Any damages for the condemnation of the premises, or damages awarded because of the taking, shall be payable to and the sole property of the Lessor.
19. Indemnity. The Lessee agrees to indemnify and defend the Lessor for any liability, loss, damage, cost, or expense including reasonable attorneys' fees based on any claim, demand, suit, action by any party with respect to any personal injury including death or property damages, from any cause with respect to the Lessee or the premises, except for liability resulting from the intentional acts of the Lessor.
20. Default and Reentry. If the Lessee fails to pay rent when due; if the Lessee fails to perform any other obligation under this Agreement; if the Lessee makes an assignment for the benefit of creditors or receivers appointed for the Lessee or its property; or if any proceedings are instituted by or against the Lessee for bankruptcy (including reorganization) or under such insolvency laws, the Lessor may terminate this lease, reenter the premises, and seek to re-let the premises under whatever terms the Lessor deems advisable. Notwithstanding reentry by the Lessor, the Lessee shall continue to be liable to the Lessor for rent owed under this lease and for the rent deficiency that results from re-letting the premises during the term of this lease. In addition to Lessor's other rights and remedies as stated in this lease, and without waiving any of those rights, the Lessor shall have any and all legal and equitable remedies under law.
21. Subordination. This lease and the Lessee's rights under it shall at all times be subordinate to the lien of any mortgage the Lessor places on the premises or to any collateral assignment the Lessor makes of this lease. However, as long as the Lessee is not in the default under this lease, the foreclosure of a mortgage given by the Lessor shall not affect the Lessee's rights under this lease. At the request of any lien holder, the Lessee shall provide the Lessor with customary tenant's estoppel certificate regarding the status of this lease.
22. Notices. Any notices required under this lease shall be in writing and served in person or sent by registered or certified mail, return receipt requested or by recognized overnight-next day currier service to the address of the parties stating in this lease or to such other addresses the parties substitute by written notice.
23. The Lessee's Possession of Enjoyment. As long as the Lessee pays the rent as specified in this lease and performs all of its obligations under this lease, the Lessee may peacefully and quietly hold and enjoy the premises during the term of this lease.
24. Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to its subject matter. This Agreement may not be modified except by written document signed by the parties.

25. Waiver. The failure of the Lessor to enforce any condition of this lease shall not be a waiver of its right to enforce any or every condition in this lease. No provision of this lease shall be deemed to have been waived unless the waiver is in writing.
26. Binding Effect. This Agreement shall bind and benefit the parties and their successors and permitted assigns.
27. Time is of the Essence. Times of the essence in the performance of this lease.
28. Governing Law. This Agreement is governed by the laws of the State of Indiana.

Sturgis Iron & Metal Co., Inc.

Ralph Levin

Ralph Levin, President

"Lessor"

Patrick Industries, Inc.

By: Andy Lindemann VP Finance

"Lessee"

F
1515 Leininger

COMMERCIAL-INDUSTRIAL LEASE

A. PARTIES: PSI Building LLC ("Landlord") agrees to lease to PRATIS GROUP LLC ("Tenant") and Tenant agrees to lease from Landlord the following property for the consideration and subject to the following:

B. LEASED PREMISES: The Leased Premises is commonly known as 1515 LEININGER, in Concord Township, Elkhart County, Elkhart, Indiana, 46517 including the building, containing approximately 85K of 85K square feet and all other improvements located on the property and all easements and appurtenances thereto, which property is legally described or illustrated in ***Exhibit A*** and attached hereto and made a part hereof ("Leased Premises").

C. TERM AND RENEWALS: The initial term of this Lease is for 21 [X] (months) [ ] (years) beginning on the 1st day of April, 2009 and shall continue until midnight on the 31st day of December, 2010. Provided Tenant is not in default, Tenant shall have 4 options to renew this Lease, each for a period of 2 years. The option to renew will be automatic. To exercise lease termination at the end of the period, Tenant shall give written notice to Landlord a minimum of 180 days prior to the expiration date or the lease automatically renews for next option period.

D. RENT:

1. **Initial Rent:** During the initial term, Tenant shall pay as minimum rent for the Leased Premises the sum of $168,000 per year, payable in advance in equal monthly installments of $14000.00 per month (prorated for any partial month at the beginning or end of the Lease term), commencing on the 1st day of April, 2009 and on the 1st day of each calendar month thereafter.
2. **Rent Adjustments - Initial Term (if applicable):**
3. **Rent Adjustments - Renewal Periods (if applicable):**

a. **First Renewal Period:** ① 1/1/11 THRU 12/31/12 - 15,000 month
② 1/1/13 THRU 12/31/14 - 18,000 month

b. **Subsequent Renewal Period(s):** ~~③ 1/1/15 THRU 12/31/16 - 20,000 month~~
④ 1/1/17 THRU 12/31/18 - 22,000 month

All rent shall be paid without notice or demand and without relief from valuation or appraisement laws to Landlord at the address set forth at the end of this Lease, or at such other address as Landlord may specify by written notice at any time.

E. LATE CHARGE: Tenant shall pay a late charge of 3 % of the monthly rent immediately upon demand if any payment is more than 10 days late.

F. DEPOSITS: Tenant has paid to Landlord, upon execution of this Lease, the sum of $ Ø as advanced rent for the month(s) of Ø, and $ Ø as security for the performance of Tenant's obligations. In the event of a default by Tenant, Landlord at its option may apply any part of the security deposit as may be necessary to cure the default, and if Landlord does so, Tenant shall upon demand reimburse Landlord an amount such that Landlord will have the full security deposit on hand at all times during the term of this Lease. Upon the termination of this Lease, (provided Tenant is not in default) Landlord shall refund to Tenant any remaining balance of the security deposit without interest.

G. ACCEPTANCE OF LEASED PREMISES: Tenant has examined the Leased Premises before signing this Lease and is satisfied, except as to the following alterations, improvements, repairs, decorating and cleaning to be performed by Landlord: NA. Subject to the foregoing, Tenant's taking possession shall be conclusive evidence as against Tenant that the Leased Premises were in good order and satisfactory condition when Tenant took possession. No promise of Landlord to alter, remodel, improve,

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CB Richard Ellis- Warsaw 120 S. Lake St., Warsaw IN 46580
Phone: 5742672323 Fax: (574) 267-2831 Wayne Luchenbill

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repair, decorate or clean the Leased Premises or any part, and no representation respecting the condition of the Leased Premises or the building, has been made by Landlord to Tenant, except as set forth herein.

H. **USE OF LEASED PREMISES:** The Leased Premises are to be used by Tenant for the following purposes: warehouse and light manufacturing and for no other purposes without the prior written consent of Landlord. Tenant shall not use the Leased Premises (or fail to maintain them) in any manner constituting a violation of any ordinance, statute, regulation or order of any governmental authority, including, but not limited to zoning ordinances and Environmental Laws as hereinafter defined, nor will Tenant maintain or permit any nuisance to occur on the Leased Premises. Tenant covenants and agrees that Tenant will use, maintain and occupy the Leased Premises in a careful, safe and proper manner, and will not commit waste.

I. **REAL ESTATE TAXES:** Regardless of the assessment and payment dates, real estate taxes shall be deemed for purposes of this Lease to accrue ratably during the calendar year in which such taxes are due and payable. In the event a portion of such year is not within the term of this Lease, such taxes shall be prorated as of the commencement or expiration date of the term hereof as the case may be. The real estate taxes for the Leased Premises shall be paid: **[Check the applicable paragraph number below]**

☐ 1. By Tenant, to Landlord in full when due in May and November.
☐ 2. By Tenant, to Landlord monthly in 1/12 installments of the annual tax estimated by Landlord and adjusted annually based on the actual taxes.
☒ 3. By Landlord, in full when due in May and November.
☐ 4. Other: _____

Personal property taxes assessed with respect to Tenant's business personal property shall be paid solely by Tenant.

J. **INSURANCE AND INDEMNIFICATION:**

1. **PROPERTY INSURANCE:** During the Term, ☐ **(Tenant)** ☐ **(Landlord)** shall maintain with respect to the building, including all Tenant improvements, a policy or policies of Special Form (formerly known as "all risks") Property insurance coverage (including boiler and machinery coverage, and any other endorsements required by any mortgagee of the Leased Premises) in an amount equal to: ☐ **(full replacement cost)** ☐ **(maximum insurable value)** ☐ **($ _____).** The property insurance need not include flood or earthquake insurance unless such coverage is required by applicable law or by any mortgagee. Such insurance shall include insurance (in favor of Landlord) against abatement or loss of rent, in an amount at least equal to annual rent. Insurance premiums for the Leased Premises shall be paid as follows: **[Check the appropriate paragraph letter below]**

☐ a. By Tenant, to the insurer in full when due.
☐ b. By Tenant, to Landlord in full when due ☐ **(annually)** ☐ **(quarterly)** ☐ **(semiannually).**
☐ c. By Tenant, to Landlord monthly in 1/12 increments of the annual cost.
☒ d. By Landlord, in full when due.
☐ e. Other: _____

2. **TENANT'S PROPERTY AND FIXTURES:** Tenant assumes the risk of damage to any furniture, equipment, machinery, goods, supplies or fixtures which are or remain the property of Tenant or as to which Tenant retains the right of removal from the Leased Premises, except that Tenant's assumption of such risks shall not extend to any damage caused by the negligence of Landlord or anyone acting by, through, or under Landlord if such risk is not insurable (or is insured but within the deductible amount) under such comprehensive fire and casualty personal property insurance policy as Tenant may maintain with respect to such property.

3. **TENANT'S PUBLIC LIABILITY INSURANCE:** Tenant shall, at its own cost and expense, keep and maintain in full force during the Lease term, as policy or policies of comprehensive commercial general liability insurance on an occurrence basis, insuring Tenant's activities in or about the Leased Premises against loss, damage or liability for personal injury or death of any person or loss or damage to property occurring in, upon or about the Leased Premises during the Lease term, with $ 2 (two) Million in combined single limit coverage. Landlord, its successors, assigns and any mortgagee shall be named as additional insureds under each policy maintained by Tenant. Tenant also shall maintain worker's compensation coverage to the extent required by law.

4. **INDEMNIFICATION OF LANDLORD:** Tenant shall indemnify, defend and hold Landlord harmless from and against any and all liability, penalties, losses, damages, costs and expenses, attorney fees, demands, causes of action, claims or judgments arising from or growing out of any injury to any person or persons or any damage to any property as a result of any accident or other occurrence during the Lease term, or otherwise resulting from Tenant's occupancy, use of or operations in the Leased Premises; provided, however, that Tenant shall not be required to indemnify Landlord for any damage or injury of any kind arising solely as the result of Landlord's negligence or willful act or that of its agents, officers, employees and contractors.

5. **WAIVER OF SUBROGATION:** Any policy of property insurance maintained by either party shall include a clause or endorsement denying the insurer any rights of subrogation against the other party to the extent rights have been waived by the insured prior to the occurrence of injury or loss. Landlord and Tenant waive any rights of recovery against the other for damage or loss due to hazards covered by insurance containing such a waiver of subrogation clause or endorsement to the extent of the damage or loss covered thereby. Notwithstanding anything to the contrary contained in this provision or

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elsewhere in this Lease, neither party shall be deemed to have released or waived any claim against the other for damages to property within the deductible amount of such party's insurance policy.

6. **LANDLORD'S NON-LIABILITY:** Except in the case of negligence of Landlord, Landlord shall not be liable for injury to any person due to the condition of the Leased Premises or by reason of the occurrence of any accident in or about the Leased Premises or due to any act or neglect of Tenant or any other person.

7. **INSURANCE CERTIFICATES:** Tenant shall furnish to Landlord upon written request a certificate of insurance as to all insurance required to be maintained by Tenant. Each certificate shall expressly provide that such policies shall not be cancelable or subject to reduction of coverage or otherwise be subject to modification except after thirty (30) days' prior written notice to the parties named as Insureds.

K. **UTILITIES AND SERVICES:** Each utility and service listed below is to be paid directly to the provider by the party as indicated:

	Utility/Service	(Check the applicable party) Tenant	Landlord	
1.	Electrical Service	X		
2.	Heat and/or Gas Service	X		
3.	Telephone Service	X		
4.	HVAC Maintenance	X		
5.	Water Service	X		
6.	Sewer Service	X		
7.	Cleaning/Janitorial	X		
8.	Trash Removal	X		
9.	Lawn/Landscaping	X		
10.	Snow Removal	X		
11.	Fire Sprinkler System	X	X	(maintance by tennant)
12.	Alarm/Security System	X		
13.	Other (List and describe here or on an attachment)			
	permits / special assessments	X		

NOTE: ANY ITEM NOT MARKED IS DEEMED UNAVAILABLE OR THE RESPONSIBILITY OF THE TENANT.

L. **MAINTENANCE AND REPAIR:** During the Lease term, Tenant shall, at its own cost and expense, maintain in good condition and repair the Leased Premises and every part thereof, except for obligations of Landlord provided for elsewhere in this Lease, ordinary wear and tear, and casualty. Tenant shall not be required to make any roof, foundation or structural alterations, repairs or replacements to the Leased Premises except as otherwise required by this Lease. Landlord shall allow Tenant the use and benefit of each and every warranty to which Landlord is entitled with respect to any items repaired or replaced by Tenant. Landlord shall be responsible for maintaining the roof, exterior walls (except doors, windows and glass), foundation and structural integrity of the building, except for damage caused by the negligence or willful act of Tenant or its agents, officers, employees, contractors, licensees or invitees which is not covered or required to be covered under the property insurance to be maintained hereunder. *Landlord shall be responsible for major component repairs and/or replacement of the heating, ventilation* and air conditioning equipment in the Leased Premises, provided that the need for such repair or replacement is not due to any abuse, misuse, damage or negligence of Tenant or its agents, officers, employees, contractors, licensees, or invitees.

M. **ASSIGNMENT AND SUB-LEASE:** Tenant shall not assign this Lease in whole or in part or sublet the Leased Premises in whole or in part without the prior written consent of Landlord, ~~which consent shall not be unreasonably withheld. Without in any way limiting Landlord's right to refuse to give consent to any assignment or subletting, Landlord reserves the right to refuse to give such consent, and such refusal shall be deemed reasonable, if in Landlord's sole opinion:~~

1. ~~the use of the Leased Premises is or may be in any way adversely affected;~~
2. ~~the business reputation of the proposed assignee or subtenant is deemed unacceptable; or~~
3. ~~the financial worth or condition of the proposed assignee or subtenant is less than that of Tenant or is otherwise not acceptable.~~

Tenant agrees to reimburse Landlord for reasonable costs, expenses, accounting and attorney fees incurred in conjunction with the processing and documentation of any such requested assignment or subletting. Regardless of any assignment or subletting, Tenant shall remain primarily liable to perform all of the covenants and conditions contained in this Lease. The

Tennant acknowledges other tennants in approximately 50,000 S.F plus small office. PRAXIS AGREES TO OVERSEE DAILY ISSUES OF ENTIRE BUILDING.

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acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or to be a consent to the assignment of this Lease or the subletting of any part of the Leased Premises.

N. DESTRUCTION OF LEASED PREMISES: In the event of total or partial destruction of the Leased Premises by fire or other casualty insured under the property insurance required hereunder, Landlord agrees, to the extent insurance proceeds are sufficient, to promptly restore and repair the Leased Premises at Landlord's expense within one hundred eighty (180) days. In the event that Landlord fails to complete restoration or repair within such time period or the Leased Premises are so destroyed that they cannot be repaired or rebuilt within one hundred eighty (180) days after the date of the damage or destruction, then either Landlord or Tenant may, upon thirty (30) days written notice to the other party, terminate this Lease. Any insurance proceeds not utilized by Landlord in restoring or repairing the Leased Premises shall be and remain the sole property of Landlord. Rent shall abate during the time that the Leased Premises or any part are unusable by reason of any damage, in proportion to the percentage of the Leased Premises which are rendered unusable by the casualty.

O. EMINENT DOMAIN: If all or any part of the Leased Premises shall be acquired by the exercise of eminent domain or deed in lieu thereof in any manner that the Leased Premises shall become unusable for the conduct of Tenant's business, this Lease may be terminated by Tenant by written notice to Landlord within fifteen (15) days after possession of the Leased Premises or the applicable part is taken. Tenant shall have no claim against Landlord or any other person or governmental authority on account of any such taking for the value of the unexpired Lease term. All damages awarded for taking of the Leased Premises shall belong solely to Landlord, except that Tenant may recover its moving expenses and any other compensation to which it is entitled under applicable law.

P. DEFAULT AND REMEDY: Each of the following shall be deemed and constitute a default by Tenant:

1. Failure to pay rent within ~~five (5)~~ 10 days after the same is due;
2. Failure to pay any other amount when due and such failure continues for ten (10) days after written notice thereof to Tenant;
3. Failure to perform any act to be performed by Tenant or to comply with any condition or covenant and such failure continues for thirty (30) days after written notice to Tenant;
4. If Tenant shall abandon or vacate the Leased Premises prior to the end of the Lease term;
5. The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, unless removed within sixty (60) days;
6. An assignment by Tenant for the benefit of creditors; or
7. Any action commenced by or against Tenant under any insolvency, bankruptcy, moratorium or reorganization law, unless dismissed within sixty (60) days.

In the event of any such default, Landlord may re-enter the Leased Premises, take possession of all or part, and remove all property and persons and shall not be liable for any damages or for trespass. No re-entry shall be deemed a termination of this Lease, an acceptance of the surrender of this Lease or a satisfaction of Tenant's obligations to pay rent or any other obligations of Tenant. Tenant's obligation to pay rent and all other sums shall survive any such re-entry, repossession or any termination of this Lease by default or otherwise. Without obligation to do so and without constituting a termination, acceptance or surrender, Landlord may relet the Leased Premises, in whole or in part, for such term and for such sum as Landlord deems appropriate in its sole discretion. Landlord shall be entitled to recover from Tenant all costs of enforcement of this Lease and expenses of repossession and reletting of the Leased Premises, including but not limited to costs, attorney fees, expenses of removal and storage of Tenant's property, care, maintenance and repair of the Leased Premises while vacant, repair or restoration of the Leased Premises to the condition required upon expiration of this Lease and lease commissions payable in connection with any such reletting. All amounts payable hereunder by Tenant or recoverable by Landlord hereunder shall bear interest from the date thirty (30) days after due, or the date advanced or incurred by Landlord, as the case may be, at a rate equal to 21 % per month ("Default Rate").

Q. ALTERATIONS: Tenant shall not make or permit any installations or alterations of or upon any part of the Leased Premises or any additions to the Leased Premises without first obtaining the written consent of Landlord. Alterations and additions to the Leased Premises shall be made in accordance with all applicable laws. Tenant shall indemnify, defend and hold harmless Landlord from all claims, costs, losses, expenses, and attorney fees in connection with any construction or installation. If Landlord shall incur any additional expenses on account of such alterations, including but not limited to increased taxes or insurance premiums, Tenant shall reimburse Landlord for the full amount of such additional costs. Tenant shall, prior to the expiration of the Lease term, remove all of Tenant's trade fixtures and equipment, and if Landlord shall so require, any of the alterations made by Tenant and any damage to the Leased Premises shall be promptly repaired.

R. MECHANIC'S LIENS: No person shall be entitled to any lien upon the Leased Premises or the real estate or improvements on or in which the Leased Premises are located, in whole or in part, or any interest or estate in any such property, by reason of any work, labor, services, material or equipment claimed to have been performed, furnished or leased to or for Tenant, or otherwise on account of any act or failure to act on the part of Tenant. Tenant shall neither cause nor permit the filing of any such lien. If any such lien claim or notice shall be filed, Tenant shall cause the same to be released or provide other satisfactory security to Landlord with respect to the same within sixty (60) days; and if not so released or secured, Landlord, at its option may pay up to the full amount of such lien claim to cause its release, and such amount, together with interest thereon from the date of payment at the Default Rate, shall be deemed additional rent due and payable by Tenant immediately. Nothing in this Lease shall be deemed or construed to constitute consent to or request to any party for the performance of any labor or services or the furnishing or leasing of any materials or equipment for the improvement, alteration or repairing of the Leased Premises; nor as

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giving Tenant the right or authority to contract for, authorize or permit the performance of any labor services or the furnishing or leasing of any material or equipment that would permit the attaching of a valid mechanic's lien.

S. **INSPECTION AND SHOWING OF LEASED PREMISES:** Landlord or its agent shall be permitted to enter to inspect or examine the Leased Premises at any reasonable time and Landlord shall have the right in the event of an emergency to make any repairs to the Leased Premises which Landlord may deem desirable and necessary for its preservation; provided, however, that any repairs made by Landlord shall be at Tenant's expense, except as provided herein. Landlord may, during the Lease term, at reasonable times and during usual business hours, enter to show the Leased Premises to others and, except in the case of renewal, may at any time within ninety (90) days next preceding the expiration of the Lease term affix to any suitable part of the Leased Premises a notice for letting the Leased Premises.

T. **SURRENDER AND HOLDING OVER:** Upon the expiration or other termination of this Lease, Tenant shall surrender to Landlord the Leased Premises, together with all other property affixed to the Leased Premises (with the exception of Tenant's removable personal property, including trade fixtures), broom clean, and in the condition at the commencement of the Lease term, except for obligations of Landlord provided for elsewhere in this Lease, ordinary wear and tear, and casualty. Any damage caused to the Leased Premises by removal of any property shall be promptly repaired by Tenant to the satisfaction of Landlord. Tenant shall remove all of its property as directed by Landlord and, failing to do so, shall pay all costs incurred by Landlord to remove all such property and all other damages, costs and expenses of Landlord on account of such failure. Tenant's obligation to observe or perform these covenants shall survive the expiration or other termination of this Lease. If Tenant shall retain possession of the Leased Premises with the written consent of Landlord after the expiration of this Lease, and rent is accepted from Tenant, the occupancy and payment shall be construed as an extension of this Lease for a period from month to month only from the date of the expiration. If Tenant retains possession of the Leased Premises after the expiration of this Lease without the written consent of Landlord, Tenant shall pay to Landlord double the amount of monthly rent specified in this Lease for the time Tenant retains possession of the Leased Premises or any part after termination of this Lease.

U. **NON-WAIVER AND REMEDIES CUMULATIVE:** No waiver of any covenant or condition or the breach or default of any covenant or condition of this Lease shall be taken to constitute a waiver of any subsequent breach or default, or justify or authorize a non-observance on any other occasion of such or any other covenant or condition. No failure by Landlord to exercise any right or remedy at any time available to Landlord under this Lease shall constitute a waiver of such right or remedy as to the same or any other breach or default by Tenant. The acceptance of rent by Landlord at any time when Tenant is in breach or default of any covenant or condition shall not be construed as a waiver of any default. Landlord's rights and remedies under this Lease are cumulative and neither the inclusion nor the exercise by Landlord of any such right or remedy shall preclude or limit Landlord's exercise of any other right or legal or equitable remedy available under this Lease or under applicable law.

V. **ENVIRONMENTAL DEFINITIONS AND COVENANTS:**

Tenant will operate light manufacturing in compliance with all federal, state, and local laws/regulations. Any use of Hazardous materials will be handled in strict accordance with regulatory guidelines. Landlord and or Environmental Consultant is allowed to make plant audits in regards to all regulations and laws applicable to the light manufacturing operation. Audits can be unannounced but only during regular working hours unless other arrangements are made between landlord and tenant. Any infractions will be noted, tenant will be advised, and Tenant will immediately cure such infraction according to proper guidelines. All costs associated with the infraction will be paid by the Tenant. Failure to operate lawfully will be grounds for corrective action to be taken by the Landlord and paid by the Tenant. Continued infractions defined as more than one infraction in a three month window, is cause for immediate lease termination. Tenant indemnifies Landlord for any specific infraction that is directly attributable to tenant.

W. **MISCELLANEOUS:**

1. So long as Tenant shall not be in default, Tenant shall, at all times during the Lease term, have the peaceable and quiet enjoyment of possession of the Leased Premises without any manner of hindrance from Landlord or any persons lawfully claiming under the Landlord, except as provided for herein.

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2. This Lease is binding upon and for the benefit of the parties' respective heirs, administrators, executors, legal representatives, successors, and assigns.
3. This Lease shall be construed in accordance with the laws of the State of Indiana.
4. Any party who is the prevailing party against any other party in any legal or equitable proceeding relating to this Lease shall be entitled to recover court costs and reasonable attorney fees from the non-prevailing party.
5. This Lease constitutes the entire agreement of the parties and cannot be changed except by their written consent.
6. At Landlord's request, Tenant will execute an estoppel certificate addressed to any purchaser or mortgagee, or a subordination, non-disturbance and attornment agreement among Landlord, Tenant and such mortgagee, certifying as to facts (if true) and agreeing to notice provisions and other matters as the purchaser or mortgagee may reasonably require in connection with any sale or financing.
7. Landlord and Tenant acknowledge that each has received agency office policy disclosures, had agency explained and now confirm their agency relationships. Landlord and Tenant further acknowledge that they understand and accept agency relationships involved in this transaction.
8. Any notice required or permitted to be delivered shall be deemed received when personally delivered or when confirmed as received by facsimile, express courier or United States mail (postage prepaid, certified and return receipt requested) at the address set forth below the signature of each party. The addresses may be changed from time to time by either party by serving written notice.
9. The parties agree that this Lease may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered, if requested. This Lease may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
10. Each person executing this Lease on behalf of a party represents and warrants that he or she has been authorized by all necessary action to execute and deliver this Lease on behalf of such party.

3/25/09	B. Korenstra as PSI Bldg, LLC 3-25-09
TENANT'S SIGNATURE — DATE	LANDLORD'S SIGNATURE — DATE
JEFF SCHWARTZ	BRUCE KORENSTRA
PRINTED	PRINTED
26-4458154	90-0153286
TENANT'S SOCIAL SECURITY #/FEDERAL ID #	LANDLORD'S SOCIAL SECURITY #/FEDERAL ID #
574 264 3174	574-831-3340
(AREA CODE) TELEPHONE NUMBER/FAX NUMBER	(AREA CODE) TELEPHONE NUMBER/FAX NUMBER
1515 LEDNIGER AVE	70891 CR 23
TENANT'S ADDRESS	LANDLORD'S ADDRESS
ELKHART IN 46517	NEW PARIS IN 46553
CITY STATE ZIP	CITY STATE ZIP

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CONSENT TO ASSIGNMENT
AND AMENDMENT OF LEASE

WHEREAS, PSI Building LLC as Landlord entered into a Commercial-Industrial Lease with Praxis Group LLC for the property commonly known as 1515 Leininger in Elkhart, Indiana dated the 25th day of March, 2009 ("Lease");

WHEREAS, Praxis Group LLC is selling substantially all of its assets to Patrick Industries, Inc.;

WHEREAS, Patrick Industries, Inc. desires to assume the Commercial-Industrial Lease entered into between PSI Building LLC and Praxis Group LLC;

THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord hereby consents to the assignment of the said lease to Patrick Industries, Inc. with the amendments set forth below:

1. Section D of the Lease is hereby amended to read as follows:

D. Rent:

1. Initial Rent: During the remaining initial term (ending December 31, 2012), Tenant shall pay as minimum rent for the Leased Premises the sum of $$15,000.00 per month;

2. First Rate Change, January 1, 2013 through December 31, 2014: $16,500.00 per month;

3. Second Rate Change, January 1, 2015 through December 31, 2016: $17,500.00 per month.

All rent shall abe paid without notice or demand and without relief from valuation or appraisement laws to Landlord at the address set forth at the end of this Lease, or at such other address as Landlord may specify by written notice at any time.

2. Section J (5) of the lease is hereby amended to read as follows:

Waiver of Subrogation: Landlord and Tenant hereby each release and relieve the other and waive their entire right to recover damages (whether in contract or in tort) against the other, from loss of or damage to the waiving party's property, the effect of this release and waiver of the right to recover damages shall not be limited by the amount of insurance carried or required, or by any deductible applicable thereto.

3. Hazardous Substances; Indemnity.

(a) Landlord represents and warrants that any handling, transportation, storage, treatment or usage of toxic or hazardous substances that has occurred on the Leased Premises prior to the initial date of the Lease (April 1, 2009) ("Initial Date") has been in compliance with all applicable federal, state and local laws, regulations and ordinances.

Landlord further represents and warrants that no leak, spill, release, discharge, emission or disposal of toxic or hazardous substances has occurred on the Leased Premises prior to the Initial Date and that the soil, groundwater and soil vapor on or under the Leased Premises is free of toxic or hazardous substances as of the the Initial Date.

(b) Landlord shall indemnify, defend (with counsel selected by Tenant) and hold Patrick Industries, Inc. (Tenant) and its officers, employees and agents harmless from any claims, judgments, damages, penalties, fines, costs, liabilities (including sums paid in settlements of claims) or loss including attorneys' fees, consultant fees, and expert fees (consultants and experts to be selected by Tenant) which arose prior to the Initial Date from or in connection with the presence or suspected presence of toxic or hazardous substances in the soil, groundwater or soil vapor on or under the Leased Premises, unless the toxic or hazardous substances are present solely as a result of the negligence or willful misconduct of Praxis Group, LLC, Tenant, its officers, employees or agents. Without limiting the generality of the foregoing, the indemnification provided by this paragraph shall specifically cover costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal or restoration work required by any federal, state or local governmental agency or political subdivision because of the presence or suspected presence of toxic or hazardous substances in the soil, groundwater or soil vapor on or under the Leased Premises, unless the toxic or hazardous substances are present solely as a result of the negligence or willful misconduct of Praxis Group, LLC, Tenant, its officers, employees or agents. Without limiting the generality of any of the foregoing, the indemnification provided by this paragraph shall also specifically cover costs incurred in connection with:

(1) toxic or hazardous substances present or suspected to be present in the soil, groundwater or soil vapor on or under the Leased Premises before the Initial Date; or

(2) toxic or hazardous substances that migrate, flow, percolate, diffuse or in any way move onto or under the Leased Premises after the term of this Consent to Assignment and Amendment of Lease commences.; or

(c) As used herein, the term "toxic or hazardous substances" means any toxic or hazardous substances, material or waste which is or becomes regulated by any local governmental authority, the State of Indiana or the United States Government. The term "toxic or hazardous substances" includes, without limitation, any material or substance which is (i) defined as a "hazardous substance" under I.C. 13-11-2-98 of the Indiana Hazardous Substance Response Trust Fund Act, (ii) petroleum, (iii) asbestos, (iv) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. (42 U.S.C. §6903), (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601 et seq. (42 U.S.C. §9601), or (vii) defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (Regulation of Underground Storage Tanks), 42 U.S.C. §6991 et seq. (42 U.S.C. §6991).

This paragraph shall survive the termination of this agreement, any renewals hereof and the termination of any renewals.

4. An additional paragraph X is added, reading as follows:

X. **Right of First Refusal**

(a) Landlord grants to Tenant a right of first refusal to lease from Landlord additional space in the premises in the event of termination of leases by existing other tenants for approximately 50,000 square feet ("Expansion Space").

(b) In the event of termination of existing leases in the Expansion Space, Landlord shall, immediately on learning of the termination, notify Tenant in writing of the availability of Expansion Space and provide Tenant with a description of the available Expansion Space. Tenant shall have thirty (30) days from receipt of such notice to exercise its right of first refusal in regard to such space by notifying Landlord, in writing of the exercise.

(c) Upon exercise of Tenant's right of first refusal, the Expansion Space shall become a part of this Lease, subject to all of the terms and conditions herein.

Rent for the Expansion Space shall be based on the then-existing per-square-foot rent being paid by Tenant, for all portions of the premises then subject to this Lease.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 16th day of June, 2011.

Patrick Industries, Inc.

By: _____

Printed Name: _____

Title: _____

PSI Building LLC

By: _____

Printed Name: _____

Title: _____

Praxis Group LLC

By: _____

Printed Name: _____

Title: _____