


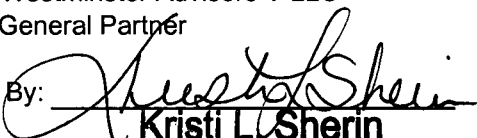
UNITED STATES BANKRUPTCY COURT District of Delaware		PROOF OF CLAIM
Name of Debtor: ADS Logistics, LLC		Case Number: 09-13101 (PJW)
<i>NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.</i>		
Name of Creditor (the person or other entity to whom the debtor owes money or property): Westminster RH Macedonia LLC		<input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim. Court Claim Number: _____ (If known) Filed on: _____
Name and address where notices should be sent: c/o The Westminster Funds (R) 270 Westminister, Suite 300, Lake Forest, IL 60045 Attn: Kristi Sherin Telephone number: (847) 234-1123		
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: 0 auto;"> RECEIVED OCT 21 2009 BMC GROUP </div>		
Name and address where payment should be sent (if different from above): Telephone number:		<input type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check this box if you are the debtor or trustee in this case.
1. Amount of Claim as of Date Case Filed: \$ <u>2,120,960.11</u> If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.		5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount. Specify the priority of the claim. <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). <input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier – 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Contributions to an employee benefit plan – 11 U.S.C. § 507 (a)(5). <input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use – 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units – 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Other – Specify applicable paragraph of 11 U.S.C. § 507 (a)(). Amount entitled to priority: \$ _____ <i>*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</i>
2. Basis for Claim: <u>Lease Rejection Damages</u> (See instruction #2 on reverse side.)		
3. Last four digits of any number by which creditor identifies debtor: _____ 3a. Debtor may have scheduled account as: _____ (See instruction #3a on reverse side.)		
4. Secured Claim (See instruction #4 on reverse side.) Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information. Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Describe: Value of Property: \$ _____ Annual Interest Rate _____ % Amount of arrearage and other charges as of time case filed included in secured claim, if any: \$ _____ Basis for perfection: _____ Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____		
6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim. 7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See instruction 7 and definition of "redacted" on reverse side.) DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING. If the documents are not available, please explain:		
Date: <div style="border: 1px solid black; padding: 2px; display: inline-block;"> 10/20/2009 </div> Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any. See Attached Signature Page		FOR COURT USE ONLY <div style="text-align: right;">  ADS Logistics 00042 </div>

Proof of Claim - ADS Logistics, LLC (Case # 09-13101 (PJW))
Amount of Claim: \$2,120,960.11

Creditor: Westminster RH Macedonia LLC

By: Westminster Fund V LP
Its: Sole Member

By: Westminster Advisors V LLC
Its: General Partner

By: 
Kristi L. Sherin
Authorized Agent


Dated: ~~September~~ ^{OCTOBER} 20, 2009

Westminster RH Macedonia LLC

Lease Rejection Damages Calculation

The following rejection damages are sought against Debtor, ADS Logistics, LLC, as the tenant under the attached lease and are in addition to any pre-petition claims already filed by Westminster RH Macedonia LLC in this case.

	Base Rent	Taxes & Insurance		
Oct 2009	\$ 57,419.94		A Total Rents Reserved	\$ 14,139,734.06
Nov 2009	\$ 57,419.94		B 15% of Rents Reserved	\$ 2,120,960.11
Dec 2009	\$ 57,419.94		C 3 Years' Rent (Oct 2009-Sep 2012)	\$ 2,448,500.73
Jan 2010	\$ 57,419.94	\$ 9,776.62		
Feb 2010	\$ 57,419.94	\$ 9,776.62	D Lesser of B & C	\$ 2,120,960.11
Mar 2010	\$ 57,419.94	\$ 9,776.62	E One Year's Rent (Oct 2009-Sep 2010)	\$ 778,349.52
Apr 2010	\$ 57,419.94	\$ 9,776.62	F Greater of D & E	\$ 2,120,960.11
May 2010	\$ 57,419.94	\$ 9,776.62		
Jun 2010	\$ 57,419.94	\$ 9,776.62		
Jul 2010	\$ 57,419.94	\$ 9,776.62		
Aug 2010	\$ 57,419.94	\$ 9,776.62		
Sep 2010	\$ 58,740.60	\$ 9,776.62		
Oct 2010	\$ 58,740.60	\$ 9,776.62		
Nov 2010	\$ 58,740.60	\$ 9,776.62		
Dec 2010	\$ 58,740.60	\$ 9,776.62		
Jan 2011	\$ 58,740.60	\$ 10,001.48		
Feb 2011	\$ 58,740.60	\$ 10,001.48		
Mar 2011	\$ 58,740.60	\$ 10,001.48		
Apr 2011	\$ 58,740.60	\$ 10,001.48		
May 2011	\$ 58,740.60	\$ 10,001.48		
Jun 2011	\$ 58,740.60	\$ 10,001.48		
Jul 2011	\$ 58,740.60	\$ 10,001.48		
Aug 2011	\$ 58,740.60	\$ 10,001.48		
Sep 2011	\$ 60,091.63	\$ 10,001.48		
Oct 2011	\$ 60,091.63	\$ 10,001.48		
Nov 2011	\$ 60,091.63	\$ 10,001.48		
Dec 2011	\$ 60,091.63	\$ 10,001.48		
Jan 2012	\$ 60,091.63	\$ 10,231.52		
Feb 2012	\$ 60,091.63	\$ 10,231.52		
Mar 2012	\$ 60,091.63	\$ 10,231.52		
Apr 2012	\$ 60,091.63	\$ 10,231.52		
May 2012	\$ 60,091.63	\$ 10,231.52		
Jun 2012	\$ 60,091.63	\$ 10,231.52		
Jul 2012	\$ 60,091.63	\$ 10,231.52		
Aug 2012	\$ 60,091.63	\$ 10,231.52		
Sep 2012	\$ 61,473.74	\$ 10,231.52		
Oct 2012	\$ 61,473.74	\$ 10,231.52		
Nov 2012	\$ 61,473.74	\$ 10,231.52		
Dec 2012	\$ 61,473.74	\$ 10,231.52		
Jan 2013	\$ 61,473.74	\$ 10,466.84		
Feb 2013	\$ 61,473.74	\$ 10,466.84		
Mar 2013	\$ 61,473.74	\$ 10,466.84		
Apr 2013	\$ 61,473.74	\$ 10,466.84		
May 2013	\$ 61,473.74	\$ 10,466.84		
Jun 2013	\$ 61,473.74	\$ 10,466.84		
Jul 2013	\$ 61,473.74	\$ 10,466.84		
Aug 2013	\$ 61,473.74	\$ 10,466.84		
Sep 2013	\$ 62,887.64	\$ 10,466.84		
Oct 2013	\$ 62,887.64	\$ 10,466.84		
Nov 2013	\$ 62,887.64	\$ 10,466.84		
Dec 2013	\$ 62,887.64	\$ 10,466.84		
Jan 2014	\$ 62,887.64	\$ 10,707.58		
Feb 2014	\$ 62,887.64	\$ 10,707.58		
Mar 2014	\$ 62,887.64	\$ 10,707.58		
Apr 2014	\$ 62,887.64	\$ 10,707.58		
May 2014	\$ 62,887.64	\$ 10,707.58		
Jun 2014	\$ 62,887.64	\$ 10,707.58		
Jul 2014	\$ 62,887.64	\$ 10,707.58		
Aug 2014	\$ 62,887.64	\$ 10,707.58		
Sep 2014	\$ 64,334.05	\$ 10,707.58		
Oct 2014	\$ 64,334.05	\$ 10,707.58		
Nov 2014	\$ 64,334.05	\$ 10,707.58		
Dec 2014	\$ 64,334.05	\$ 10,707.58		
Jan 2015	\$ 64,334.05	\$ 10,953.85		
Feb 2015	\$ 64,334.05	\$ 10,953.85		
Mar 2015	\$ 64,334.05	\$ 10,953.85		
Apr 2015	\$ 64,334.05	\$ 10,953.85		
May 2015	\$ 64,334.05	\$ 10,953.85		
Jun 2015	\$ 64,334.05	\$ 10,953.85		
Jul 2015	\$ 64,334.05	\$ 10,953.85		
Aug 2015	\$ 64,334.05	\$ 10,953.85		
Sep 2015	\$ 65,813.73	\$ 10,953.85		

Oct	2015	\$	65,813.73	\$	10,953.85
Nov	2015	\$	65,813.73	\$	10,953.85
Dec	2015	\$	65,813.73	\$	10,953.85
Jan	2016	\$	65,813.73	\$	11,205.79
Feb	2016	\$	65,813.73	\$	11,205.79
Mar	2016	\$	65,813.73	\$	11,205.79
Apr	2016	\$	65,813.73	\$	11,205.79
May	2016	\$	65,813.73	\$	11,205.79
Jun	2016	\$	65,813.73	\$	11,205.79
Jul	2016	\$	65,813.73	\$	11,205.79
Aug	2016	\$	65,813.73	\$	11,205.79
Sep	2016	\$	67,327.45	\$	11,205.79
Oct	2016	\$	67,327.45	\$	11,205.79
Nov	2016	\$	67,327.45	\$	11,205.79
Dec	2016	\$	67,327.45	\$	11,205.79
Jan	2017	\$	67,327.45	\$	11,463.52
Feb	2017	\$	67,327.45	\$	11,463.52
Mar	2017	\$	67,327.45	\$	11,463.52
Apr	2017	\$	67,327.45	\$	11,463.52
May	2017	\$	67,327.45	\$	11,463.52
Jun	2017	\$	67,327.45	\$	11,463.52
Jul	2017	\$	67,327.45	\$	11,463.52
Aug	2017	\$	67,327.45	\$	11,463.52
Sep	2017	\$	68,875.98	\$	11,463.52
Oct	2017	\$	68,875.98	\$	11,463.52
Nov	2017	\$	68,875.98	\$	11,463.52
Dec	2017	\$	68,875.98	\$	11,463.52
Jan	2018	\$	68,875.98	\$	11,727.19
Feb	2018	\$	68,875.98	\$	11,727.19
Mar	2018	\$	68,875.98	\$	11,727.19
Apr	2018	\$	68,875.98	\$	11,727.19
May	2018	\$	68,875.98	\$	11,727.19
Jun	2018	\$	68,875.98	\$	11,727.19
Jul	2018	\$	68,875.98	\$	11,727.19
Aug	2018	\$	68,875.98	\$	11,727.19
Sep	2018	\$	70,460.13	\$	11,727.19
Oct	2018	\$	70,460.13	\$	11,727.19
Nov	2018	\$	70,460.13	\$	11,727.19
Dec	2018	\$	70,460.13	\$	11,727.19
Jan	2019	\$	70,460.13	\$	11,996.91
Feb	2019	\$	70,460.13	\$	11,996.91
Mar	2019	\$	70,460.13	\$	11,996.91
Apr	2019	\$	70,460.13	\$	11,996.91
May	2019	\$	70,460.13	\$	11,996.91
Jun	2019	\$	70,460.13	\$	11,996.91
Jul	2019	\$	70,460.13	\$	11,996.91
Aug	2019	\$	70,460.13	\$	11,996.91
Sep	2019	\$	72,080.71	\$	11,996.91
Oct	2019	\$	72,080.71	\$	11,996.91
Nov	2019	\$	72,080.71	\$	11,996.91
Dec	2019	\$	72,080.71	\$	11,996.91
Jan	2020	\$	72,080.71	\$	12,272.84
Feb	2020	\$	72,080.71	\$	12,272.84
Mar	2020	\$	72,080.71	\$	12,272.84
Apr	2020	\$	72,080.71	\$	12,272.84
May	2020	\$	72,080.71	\$	12,272.84
Jun	2020	\$	72,080.71	\$	12,272.84
Jul	2020	\$	72,080.71	\$	12,272.84
Aug	2020	\$	72,080.71	\$	12,272.84
Sep	2020	\$	73,738.57	\$	12,272.84
Oct	2020	\$	73,738.57	\$	12,272.84
Nov	2020	\$	73,738.57	\$	12,272.84
Dec	2020	\$	73,738.57	\$	12,272.84
Jan	2021	\$	73,738.57	\$	12,555.12
Feb	2021	\$	73,738.57	\$	12,555.12
Mar	2021	\$	73,738.57	\$	12,555.12
Apr	2021	\$	73,738.57	\$	12,555.12
May	2021	\$	73,738.57	\$	12,555.12
Jun	2021	\$	73,738.57	\$	12,555.12
Jul	2021	\$	73,738.57	\$	12,555.12
Aug	2021	\$	73,738.57	\$	12,555.12
Sep	2021	\$	75,434.56	\$	12,555.12
Oct	2021	\$	75,434.56	\$	12,555.12
Nov	2021	\$	75,434.56	\$	12,555.12
Dec	2021	\$	75,434.56	\$	12,555.12
Jan	2022	\$	75,434.56	\$	12,843.88
Feb	2022	\$	75,434.56	\$	12,843.88
Mar	2022	\$	75,434.56	\$	12,843.88
Apr	2022	\$	75,434.56	\$	12,843.88
May	2022	\$	75,434.56	\$	12,843.88

Jun	2022	\$	75,434.56	\$	12,843.88
Jul	2022	\$	75,434.56	\$	12,843.88
Aug	2022	\$	75,434.56	\$	12,843.88
Sep	2022	\$	77,169.55	\$	12,843.88
Oct	2022	\$	77,169.55	\$	12,843.88
Nov	2022	\$	77,169.55	\$	12,843.88
Dec	2022	\$	77,169.55	\$	12,843.88
Jan	2023	\$	77,169.55	\$	13,139.29
Feb	2023	\$	77,169.55	\$	13,139.29
Mar	2023	\$	77,169.55	\$	13,139.29
Apr	2023	\$	77,169.55	\$	13,139.29
May	2023	\$	77,169.55	\$	13,139.29
Jun	2023	\$	77,169.55	\$	13,139.29
Jul	2023	\$	77,169.55	\$	13,139.29
Aug	2023	\$	77,169.55	\$	13,139.29
Sep	2023	\$	78,944.45	\$	13,139.29
Oct	2023	\$	78,944.45	\$	13,139.29
Nov	2023	\$	78,944.45	\$	13,139.29
Dec	2023	\$	78,944.45	\$	13,139.29
Jan	2024	\$	78,944.45	\$	13,441.50
Feb	2024	\$	78,944.45	\$	13,441.50
Mar	2024	\$	78,944.45	\$	13,441.50
Apr	2024	\$	78,944.45	\$	13,441.50
May	2024	\$	78,944.45	\$	13,441.50
Jun	2024	\$	78,944.45	\$	13,441.50
Jul	2024	\$	78,944.45	\$	13,441.50
Aug	2024	\$	78,944.45	\$	13,441.50

\$ 12,120,092.88	\$	2,019,641.19
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Total Rents Reserved Under the Lease:
\$14,139,734.06

MACEDONIA LEASE

LEASE AGREEMENT

BY AND BETWEEN

WESTMINSTER RH MACEDONIA LLC,

AS LANDLORD,

AND

ADS LOGISTICS, LLC

AS TENANT

MARCH 1, 2009

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EXHIBITS:

EXHIBIT A - LEGAL DESCRIPTION

LEASE

THIS LEASE AGREEMENT (hereinafter sometimes referred to as this "**Lease**" or this "**Agreement**"), made as of March 1, 2009, by and between WESTMINSTER RH MACEDONIA LLC, an Ohio limited liability company, having its principal place of business at c/o The Westminster Funds, 270 Westminster, Suite 300, Lake Forest, Illinois 60045 (hereinafter referred to as "**Landlord**"), and ADS LOGISTICS, LLC, a Delaware limited liability company, having its principal place of business at 935 West 175th Street, Homewood, Illinois 60430 (hereinafter referred to as "**Tenant**").

WITNESSETH:

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, certain Premises (as hereinafter defined) upon and subject to the terms, conditions, and provisions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the foregoing preambles, the mutual promises and covenants contained herein, Ten and No/100 Dollars (\$10.00) in hand paid by Tenant to Landlord, and other good and valuable consideration, the receipt and sufficiency of all of which is hereby acknowledged by both Landlord and Tenant, Landlord and Tenant hereby agree as follows:

ARTICLE I.

Incorporation of Preambles - Certain Definitions

1.1. Incorporation of Preambles. The foregoing preambles are hereby incorporated into this Lease as a part hereof by this reference thereto.

1.2. Certain Definitions. Reference is made in this Article 1.2 to certain defined terms used herein which are defined in the Articles referred to opposite each such term, as follows:

<u>Term</u>		<u>Article Where Defined</u>	
Agreement	1	Premises	2
Arbitrators	3	Prime Rate	15
Fair Market Rent	3	Regulated Substance	20
Force majeure	9	Rent	4
Impositions	16	Tenant	1, 22
Improvements	2	Tenant's Building	2
Initial Term	2	Tenant's Property	6
Landlord	1, 22	Term	2
Laws	8	Umpire	3
Lease	1		

ARTICLE II.

Lease of Premises

Landlord, for and in consideration of the rent to be paid and of the covenants and agreements herein contained to be kept and performed by Tenant, does hereby exclusively lease and demise to Tenant, and Tenant does hereby exclusively hire from Landlord, the real property being located in the City of Macedonia, County of Summit, and State of Ohio described in Exhibit A attached hereto and made a part hereof and commonly known as 8190 Roll & Hold Parkway, Macedonia, Ohio, including all improvements thereon, consisting of a warehouse/distribution building containing approximately 140,300

square feet ("**Tenant's Building**") and all fixtures and accessory improvements thereon, including all roadway, parking areas, and landscaped areas located thereon (collectively such Tenant's Building, fixtures, and improvements are hereinafter referred to as the "**Improvements**"), together with all easements, rights, privileges, and amenities otherwise appurtenant to such real property (herein collectively called the "**Premises**").

ARTICLE III.

Term and Extensions

3.1. **Initial Term.** The initial term ("**Initial Term**") of this Lease shall commence on March 1, 2009 (the "**Commencement Date**") and shall end on August 31, 2024 (the "**Expiration Date**").

3.2. **Lease Year.** The first Lease Year during the Term shall be the twelve (12) calendar month period commencing on March 1, 2009 and terminating on February 28, 2010. Each subsequent Lease Year during the Term shall commence on the day immediately following the last day of the preceding Lease Year and shall continue for a period of twelve (12) full calendar months, except that the last Lease Year during the Term shall terminate on the date that this Lease expires or is otherwise terminated.

3.3. **Extensions.** Provided that Tenant is not in default of this Lease, at the time of expiration of the then-existing Term of this Lease, Landlord hereby grants to Tenant two (2) options to extend the Term for additional periods of five (5) years each, upon the terms and conditions contained herein, the first such option exercisable by Tenant's written notice to Landlord of such exercise given on or before, but not later than, November 30, 2023, and the second such option exercisable by Tenant's written notice to Landlord of such exercise given on or before, but not later than, November 30, 2028, each upon the same terms and conditions as applied during the Initial Term, except as expressly provided hereinafter. Should Tenant fail to timely exercise any prior extension option offered hereunder, all subsequent extension options shall be deemed waived as well. Tenant shall have no other renewal rights hereunder. The Initial Term of this Lease, plus all options to extend validly exercised by Tenant as provided in this Article III, are herein collectively referred to as the "**Term**".

ARTICLE IV.

Rent

4.1. **Base Rent.** Tenant shall pay to Landlord as Base Rent on the Premises, on the first day of each month in advance without deduction or set-off, during the Term of this Lease and any extensions hereof, as follows:

(a) Commencing on March 1, 2009 and continuing through and including August 31, 2009, an annual Base Rent of Three Hundred Thirty-Seven Thousand Ten and 28/100 Dollars (\$337,010.28), payable in equal monthly installments of Twenty-Eight Thousand Eighty-Four and 19/100 Dollars (\$28,084.19).

(b) Commencing on September 1, 2009 and continuing through and including August 31, 2010, an annual Base Rent of Six Hundred Eighty-Nine Thousand Thirty-Nine and 33/100 Dollars (\$689,039.33), payable in equal monthly installments of Fifty-Seven Thousand Four Hundred Nineteen and 94/100 Dollars (\$57,419.94).

(c) Commencing on September 1, 2010 and on September 1 of each and every year thereafter during the Term, as the same may be extended hereunder, the annual Base Rent shall increase by the CPI Based Increase (as hereinafter defined) up to a maximum increase of 2.3% per year; provided,

in no event shall the Base Rent payable during any subsequent year (defined for purposes hereof as the period commencing on September 1 and ending on August 31) be less than the Base Rent due and payable under this Lease for the immediately preceding year. "**CPI Based Increase**" shall mean the sum of 200% multiplied by the average of the CPI-U Increase (as hereinafter defined) for the three (3) years preceding the date of determination of such CPI Based Increase. "**CPI-U Increase**" shall mean the annual change in the U.S. Department of Labor, Bureau of Labor Statistics, Consumers Price Index for all Urban Consumers, All Cities Average, Subgroup "all items". If the manner in which the Consumer Price Index is determined by the Department of Labor shall be substantially revised, and the effect of that revision can be reasonably determined or approximated, an adjustment shall be made in such revised index or in the underlying CPI-U Increase in order to produce results equivalent, as nearly as possible, to those which would have been obtained if the Consumer Price Index had not been so revised. If the Consumer Price Index shall become unavailable to the public because publication is discontinued, or otherwise, Landlord will substitute therefor a comparable index based upon changes in the cost of living or purchasing power of the consumer dollar published by any other governmental agency or, if no such index shall then be available, a comparable index published by a major bank or other financial institution or by a university or a recognized financial publication.

(d) Commencing on September 1, 2024, if the first option to extend is exercised, and terminating on August 31, 2029, an annual Base Rent in an amount equal to the then fair market rent ("**Fair Market Rent**") as determined by the procedures specified below. Such annual Base Rent as so determined shall be payable in equal monthly installments. Landlord and Tenant agree to negotiate in good faith to determine the Fair Market Rent. If Landlord and Tenant fail to agree as to the Fair Market Rent by April 1, 2024 with respect to the first option to extend, or by April 1, 2029 with respect to the second option to extend, as the case may be, then the parties shall submit the matter to arbitration as set forth in this paragraph. In the event that arbitration is required, both Landlord and Tenant shall appoint a qualified and impartial person as arbitrator ("**Arbitrators**"). The Arbitrators (and if needed as hereinafter specified, the Umpire) shall have at least ten (10) years commercial real estate experience with a nationally recognized commercial real estate agency or appraisal firm. Such appointments shall be signified in writing by each party to the other. In the event the Arbitrators fail to agree on the Fair Market Rent, then within fifteen (15) days of their appointment, they shall appoint an umpire (the "**Umpire**"). The Umpire shall be an impartial third party with at least ten (10) years commercial real estate experience with a nationally recognized commercial real estate agency or appraisal firm. The Arbitrators and Umpire shall proceed with all reasonable dispatch to determine the Fair Market Rent. The decision of a majority of the Arbitrators and Umpire shall be rendered within thirty (30) days of the appointment of last of the Arbitrators. Any decision reached under this paragraph shall be in writing and in duplicate, one counterpart thereof to be delivered to each of the parties who appointed them. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (or its successor) and applicable Ohio law, and the decision of a majority of the Arbitrators and Umpire shall be binding, final and conclusive on the parties. The arbitration fees shall be divided equally between Landlord and Tenant.

(e) Commencing on September 1, 2029, if the second option to extend is exercised, and terminating on August 31, 2034, an annual Base Rent in an amount equal to the Fair Market Rent as determined pursuant to the procedures specified in paragraph (e) above. Such annual Base Rent, as so determined, shall be payable in equal monthly installments.

4.2. Partial Month Rent. If the Commencement Date shall be other than the first day of a calendar month, Base Rent shall be pro-rated for the period until the first day of the following month by taking the amount of monthly Base Rent divided by 30 and multiplying that amount times the number of days between the Commencement Date and the first day of the following month.

4.3. Terms of Payment. All Rent and other payments to be made by Tenant to Landlord hereunder shall be made payable to Landlord in current legal tender of the United States of America and sent to Landlord at the place to which notice to Landlord is required to be sent hereunder unless Landlord shall direct otherwise by notice to Tenant. Extensions, indulgences, or changes by Landlord upon any occasion in the mode or time of payment of rent or any other payment to be made by Tenant to Landlord hereunder shall not be construed as any continuing waiver or change, or as requiring or allowing in the future any similar change or indulgence. All rent shall be payable as stated without notice or demand.

4.4. Additional Rent. All amounts other than Base Rent which Tenant is required to pay or discharge pursuant to this Lease including, but not limited to, charges for taxes, insurance, utilities, and any penalties for late payment of Base Rent shall constitute Additional Rent.

4.5. Rent. The term "**Rent**" shall mean all amounts due as Base Rent and Additional Rent, and all other sums due and owing pursuant to this lease.

ARTICLE V. **Absolute Net Lease**

It is the purpose and intent of Landlord and Tenant that the rent hereinabove provided to be paid to Landlord by Tenant be absolutely net to Landlord so that this Lease shall yield net to Landlord without abatement, set-off or deduction therefrom the rent as hereinabove provided, to be paid during the Term of this Lease or any extensions hereof, and, that all costs, expenses, and impositions of every kind or nature whatsoever relating to the Premises which may arise or become due during the Term of this Lease or any extensions hereof be paid by Tenant, and Landlord be indemnified and saved harmless by Tenant from and against the same. Tenant hereby assures and agrees to perform all duties and obligations with relation to the Premises, as well as the use, operation, and maintenance thereof even though such duties and obligations would otherwise be construed to be those of the Landlord. Nothing herein contained, however, shall be deemed to require Tenant to pay or discharge any liens or mortgages of any character whatever which may be placed upon the Premises by the affirmative act of Landlord.

ARTICLE VI. **Use**

The Premises shall be occupied and used by Tenant for the purpose of conducting therein the business of metals warehousing, distribution, processing or servicing. Tenant shall use and occupy the Premises in accordance with all governmental laws, statutes, orders, ordinances, rules and regulations of any governmental authority with jurisdiction affecting the Premises from time to time, including, without limitation, applicable zoning ordinances. Tenant agrees to comply with all deed restrictions applicable to the Premises. Tenant shall not use, or allow the Premises to be used, for any purpose other than as specified herein and shall not use or permit the Premises to be used for any unlawful, disreputable or immoral purpose or in any way that will injure the reputation of the Premises, detract from its value, or in violation of any certificate of occupancy applicable to the Premises, or endanger the Premises or unnecessarily increase the applicable insurance premiums payable with respect thereto, or permit the Premises to be occupied in whole or in part by any other person, except as otherwise provided herein.

ARTICLE VII. **Subletting and Assignment**

7.1. Subletting and Assignment. Tenant shall not assign this Lease or sublet all or any part of the Premises without the prior written consent of Landlord, which consent may not be withheld unreasonably. In the event of any assignment or subletting, Tenant shall nevertheless at all times remain

fully responsible and liable for the payment of Rent and for compliance with all of its other obligations under the terms, provisions and covenants of this Lease unless relieved therefrom by Landlord and Tenant's assignee shall assume in writing and agree to keep and perform all of the terms of this Lease on the part of Tenant to be kept and performed and shall be and become jointly and severally liable with Tenant for the keeping and performing thereof. In addition, Tenant shall have the right to transfer and assign this Lease without Landlord's consent to any parent, subsidiary or affiliated company of Tenant, with Tenant remaining liable for the performance of the terms of this Lease.

7.2. Limits on Assignees. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not, without the prior written consent of Landlord (which Landlord may grant or withhold in its sole discretion and which consent, in each instance to be effective, must expressly state Landlord is aware that the subject assignee or subtenant, as the case may be, is a tax-exempt entity) assign all or any part of its interest in this Lease or sublet all or any part of the Premises, or in any other manner grant any right to use, occupy or otherwise "lease" (within the meaning of Internal Revenue Code of 1986, Section 168(h), as amended ("**Section 168(h)**") all or any part of the Premises, to any "tax-exempt entity," as defined in Section 168(h), to the extent that the aggregate portion of the Premises sublet, assigned, used, occupied or "leased" by all such tax-exempt entities shall be more than 35% of the Premises. Tenant agrees that any assignment of lease or subletting made in violation of the foregoing sentence will be deemed initially void, and acknowledges that, notwithstanding such voiding, Landlord may incur damages as a result of such violations, and Tenant agrees to indemnify Landlord from any such damages.

7.3. Assignment by Landlord. Landlord shall have the right to transfer all or any part of Landlord's interest in the Lease and the Premises without the consent or approval of Tenant and without notice to Tenant, which transfer shall work an absolute release of Landlord's liabilities and obligations hereunder arising after the date of such assignment.

ARTICLE VIII.

Quiet Enjoyment - Landlord's Warranty

Landlord covenants and agrees with Tenant that so long as Tenant keeps and performs all of the covenants and conditions to be kept and performed by Tenant hereunder, Tenant shall have quiet, undisturbed and continued possession of the Premises free from any claims by any persons claiming under, by or through Landlord.

ARTICLE IX.

Alterations

9.1. Tenant's Alterations. Tenant shall have the right, at its sole cost and expense, at the commencement of and during the Term of this Lease or any extension thereof to make such alterations in and/or additions to the Premises, including without limiting the generality of the foregoing, alterations in the water, gas and electrical wiring systems as may be necessary to fit the same for Tenant's business, upon first delivering to Landlord written plans and specifications for all such work and obtaining the written approval of Landlord as to the materials to be used and the manner of making such alterations and/or additions. Upon the termination of this Lease, Tenant shall not be required to remove any of the original Improvements still in existence or any subsequent alterations or improvements, or to restore the Premises to its original condition. At such time, such Improvements and alterations (excluding Tenant's Property as defined in Article X) as are not already the property of Landlord shall become the property of Landlord.

9.2. Method of Alterations. All alterations, additions and improvements made by Tenant shall be done in a good and workmanlike manner without impairing the structural soundness of the Premises

and without lessening the value thereof. All such work shall be performed in accordance with all applicable laws, ordinances, rules, and regulations and requirements of all governmental authorities having jurisdiction over the Premises. Before commencing any work, Tenant shall obtain or cause to be obtained, workers' compensation and employer's liability insurance covering all persons employed in connection with the work and with respect to whom death or bodily injury claims could be asserted against Landlord and/or Tenant, and general liability insurance insuring Landlord and Tenant against any liability that may be incurred as a result of any work done by Tenant in, to or upon the Premises. A certificate of insurance or copy of said policy shall be delivered to Landlord upon written request. Tenant shall procure and pay for all permits, licenses and authorizations required in connection with any such alteration, addition or improvement, and Landlord agrees to cooperate with Tenant, at Tenant's expense, in procuring such permits, licenses and authorizations. Tenant shall not cause any liens to be placed on the property.

ARTICLE X.

Tenant's Property

10.1. Installation, Removal. Tenant may, at its sole cost and expense, install any trade fixtures, equipment, and other personal property of a temporary or permanent nature used in connection with its business on the Premises ("**Tenant's Property**"), and Tenant shall have the right at any time during the Term of this Lease or any extensions hereof or upon expiration or earlier termination of the Lease or any extensions hereof, provided Tenant is not in default of any obligations to pay Rent hereunder, to remove any and all such trade fixtures, equipment, and other personal property that it may have stored or installed upon the Premises; provided, however, that Tenant shall have no right to remove any item which is necessary for the operation or maintenance of the Premises as such, without regard to the nature of the business conducted therein; and provided, further, that in the event of such removal, Tenant shall repair any damage caused by the removal of such trade fixtures, equipment, and other personal property and restore the Premises substantially to the same condition, ordinary wear and tear excepted, in which they were at the time Tenant took possession.

10.2. Required Removal. In case Tenant shall decide not to remove any part of its trade fixtures, equipment, or other personal property upon expiration or earlier termination of this Lease, Tenant shall notify Landlord in writing not fewer than ninety (90) days prior to the expiration or earlier termination of this Lease or any extensions hereof, specifying those items of trade fixtures, equipment, or other personal property that Tenant has decided not to remove. If, within thirty (30) days after service of such notice, Landlord shall request Tenant to remove any of said trade fixtures, equipment, or other personal property, Tenant shall, at its own expense, at or before the expiration or earlier termination of this Lease or any extension hereof, remove said trade fixtures, equipment, and other personal property and, in case of damage by reason of such removal, restore the Premises to good order and condition. Tenant will pay all costs and expenses incurred by Landlord in removing, sorting, or disposing of Tenant's trade fixtures, equipment, and other personal property and repairing all damage to the Premises caused by removal of Tenant's trade fixtures, equipment, or other personal property which Tenant has failed to remove despite Landlord's request therefor. Any of Tenant's trade fixtures, equipment, and other personal property not removed by Tenant upon the expiration or earlier termination of this Lease or any extensions hereof shall be considered abandoned by Tenant and may be appropriated, sold, destroyed, or otherwise disposed of by Landlord without liability or obligation on Landlord's part to pay or account same.

10.3. Title at Termination. At the expiration or earlier termination of this Lease or any extensions hereof, all remaining Improvements shall become and remain the property of Landlord, free and clear of any claim or interest of Tenant or anyone claiming thereunder. At the request of Landlord, Tenant will, at such time, execute, acknowledge, and deliver to Landlord a bill of sale or other appropriate

conveyance document evidencing the transfer to Landlord of all right, title and interest of Tenant in and to the remaining Improvements.

ARTICLE XI

Lien or Encumbrance

11.1. No Liens. Tenant will pay or cause to be paid all charges for all work done, including without limitation all labor and materials for all repairs, alterations, and additions, to or upon the Premises during the Term of this Lease or any extensions hereof and will not suffer or permit any mechanic's, materialman's, or similar liens for labor or materials furnished to the Premises during the Term of this Lease or any extensions hereof to be filed against the Premises; and if any such lien shall be filed, Tenant will either pay the same or procure the discharge thereof by giving security or in such other manner as may be required or permitted by law within thirty (30) days after such filing or within such shorter time period as may be required by law. Tenant shall have the right, however, at its sole cost and expense, in its name or in the name of Landlord or in the name of both, to contest any such lien, provided the existence of such lien pending such contest shall not jeopardize Landlord's interest in the Premises. Tenant shall indemnify Landlord against, and save Landlord harmless from, any and all loss, damage, claims, liabilities, judgments, interest, costs, expenses, and attorney's fees arising out of the filing of any such lien.

11.2. No Consent to Work, Lien or Encumbrance. Nothing contained herein shall constitute any consent or request by Landlord, express or implied, to or for the performance of any labor or services or the furnishing of any materials or other property in respect of the Premises nor as giving Tenant any right, power, or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Landlord or the Premises in respect thereto. Nothing in this Lease shall be construed as empowering Tenant to encumber or cause to be encumbered the title or interest of Landlord in the premises in any manner whatsoever.

ARTICLE XII

Repairs and Maintenance

12.1. Duty to Repair. During the Term of the Lease Tenant shall, at its sole cost and expense, keep the Premises and the adjoining sidewalks, curbs, and passageways, if required by governmental authority, free from unlawful obstructions, and will keep the Premises in as good condition and repair as they were upon commencement of the Term of this Lease, normal wear and tear excepted, and will make all necessary repairs thereto, interior and exterior, structural and non-structural, ordinary and extraordinary, and foreseen and unforeseen, including but not limited to maintenance and repair of the plumbing, electrical wiring, air conditioning and heating equipment, maintenance of the parking area, painting of the walls of the Improvements, and repair of all glass and casualty damage. Tenant shall, prior to making any repair, deliver to Landlord written plans and specifications for all such work and obtaining the written approval of Landlord as to the materials to be used and the manner of making such repairs. Landlord shall not unreasonably withhold or delay its approval of said repairs proposed to be made by Tenant.

12.2. Definition and Standard of Repair. The term "repairs" shall include all necessary replacements, renewals, alterations, additions, and betterments. The necessity for and adequacy of repairs to the Improvements shall be measured by the standard which is appropriate for buildings of similar construction and class, provided that Tenant shall in any event make all repairs necessary to avoid any structural damage or injury to any of the Improvements. All repairs made by Tenant shall be equal in quality and class to the original work, shall meet the same requirements as are set out in Article 9.2 of this

Lease to the extent necessary and shall be made in a good and workmanlike manner and in compliance with all applicable permits and authorizations and building and zoning laws and with all other laws, rules, regulations, and ordinances governing such work. Tenant will perform all necessary shoring of foundations and walls of any of the Improvements and every other act or thing for the safety and preservation thereof which may be necessary by reason of any excavation or other building operation upon any adjoining property or street, alley or passageway. Tenant will not commit any waste of the Premises.

12.3. No Obligation to Repair. Landlord shall not under any circumstances be required to furnish any services or facilities or to make any repairs, replacements or alterations of any nature or description in or to the Premises whether ordinary or extraordinary, structural or non- structural, foreseen or unforeseen, or to make any expenditure whatsoever in connection with this Lease or to maintain the Premises in any way. Tenant hereby waives the right to make repairs at the expense of Landlord pursuant to any law in effect at the time of the execution of this Lease or thereafter enacted, and assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Premises. Landlord covenants to cooperate with Tenant in processing claims with respect to matters covered by such insurance.

ARTICLE XIII.

Requirements of Law

Tenant shall, at its expense, comply with, or cause to be complied with, all insurance requirements, and all laws, statutes, ordinances and regulations of federal, state, county and, municipal authorities including, but not limited to, the Americans With Disabilities Act (collectively, "Laws") which shall impose any duty with respect to the physical condition of the Premises including, but not limited to, a duty to construct additional improvements or modify the Improvements or with respect to the conduct of Tenant's business therein. Tenant shall have the right at Tenant's own expense, to object to and appeal from any administrative or judicial decision requiring compliance and Landlord shall cooperate at Tenant's expense with any such appeal and/or objection by Tenant. In the event compliance shall require improvements or alterations to the Premises, then, Tenant shall, at Tenant's sole expense, construct such improvements in accordance with the provisions for Tenant's alterations contained in Article IX of this Lease.

ARTICLE XIV.

Damage or Destruction

14.1. Tenant's Obligation to Rebuild. In the event of damage to or destruction of the Improvements during the Term of this Lease by fire, the elements, or other casualty for which the insurance carried pursuant to Article 15 (except insurance carried pursuant to Section 15.5 of this Lease) entitled "Insurance" is payable, said insurance proceeds shall be paid into an escrow account with Landlord's first mortgage lender or a bank selected by Landlord and agreed to by Tenant. Subject to Section 14.4, the insurance proceeds shall be used by Tenant for the prompt reconstruction or repair, as the case may be, of the Improvements. Subject to Section 14.4, Tenant shall rebuild or repair the same in such manner that the Improvements as so rebuilt or repaired shall be of at least the same value as they were prior to such damage or destruction, and shall have same rebuilt or repaired and ready for occupancy within twelve (12) months from the time and loss or destruction occurred, subject to Force Majeure. If the insurance proceeds exceed the cost of repair or restoration, Tenant shall receive said excess upon completion of such repair or restoration.

14.2. Approval of Plans and Specifications. In the event of a loss hereunder, Tenant shall submit to Landlord the plans and specifications for reconstruction or repair for Landlord's approval.

Landlord shall have a fifteen (15) day period within which to review and approve or disapprove the plans and specifications.

14.3. Payment from Escrow. Amounts shall be paid out from said escrow account established pursuant to Section 14.1 from time to time upon the certification of Tenant's architect that said amount is being applied to the payment of the reconstruction or repair at a reasonable cost therefor and that the disbursement then requested, plus all previous disbursements and the amount of any applicable "deductible" do not exceed the cost of the repair or restoration already completed and paid for, and that the balance in said escrow account is sufficient to pay for the estimated cost of completing the repair or restoration. If the insurance proceeds shall be less than the cost of repair or restoration, Tenant shall pay the excess cost.

14.4. Failure to Reconstruct; Termination. Tenant may elect, at its sole option, not to reconstruct or repair the Improvements. If Tenant so elects, or if Tenant has failed to enter into the reconstruction or repair of the Improvements within six (6) months from the date of payment of such insurance proceeds and to prosecute said reconstruction or repair with such dispatch as may be necessary to complete the same within twelve (12) months after the occurrence of such damage or destruction, then the amount so collected, or the balance thereof remaining in the escrow account, shall be paid to Landlord and Landlord may terminate the Lease and retain such amounts as liquidated damages resulting from Tenant's failure hereunder. In such case, Tenant shall also be obligated to pay to Landlord the discounted net present value of the balance of unpaid Rent through the end of the Term of the Lease. Tenant shall have the right to terminate the Term if less than two (2) years remain in the Term at the time of any such casualty, and in such event Tenant shall have no obligation to rebuild the Improvements, Landlord shall have the sole and exclusive right to adjust the loss with the insurance carriers and all insurance proceeds shall be paid to and retained by Landlord.

14.5. Force Majeure. "Force Majeure" shall mean events beyond the control of the parties, including, without limitation, fire, flood, tornado, or earthquake, war, riot, insurrection, strike, lockout, boycott or embargo, acts of God, unavoidable casualties, labor disputes, and unusual delays in transportation, unavailability of materials, adverse weather conditions not reasonably anticipatable. Any party who asserts the occurrence of Force Majeure shall give written notice within five (5) working days after the commencement of a delay caused by an event of Force Majeure, and any party making claim therefor shall give a supplemental notice of the period of time such delay caused by an event of Force Majeure is expected to last otherwise any right of claim therefor shall be deemed waived.

14.6. No Abatement of Rent. Notwithstanding any contrary law, rent shall not be suspended or abated as a result of such damage or destruction, and restoration or rebuilding.

14.7. Default in Payment of Rent. If, at any time after any insurance proceeds come into possession of Tenant or are placed in escrow pursuant to this Article after destruction or damage by casualty, Tenant is in default of any Rent or other charges payable under this Lease, then Landlord shall be entitled to so much of said proceeds as may be necessary to pay and discharge any such Rent or other charges of which Tenant is in default, whenever and as often as any such default shall occur. Tenant shall forthwith reimburse such escrow account by depositing therein any amount so paid out on account of Tenant's default. Nothing herein contained, however, shall be construed as permitting Tenant to default in the payment of Rent or other charges herein stipulated to be paid or in the performance of any other covenants of this Lease, and Landlord may, at its option, proceed against Tenant for the collection of such Rent or other charges in default and recover and take possession of the Premises in accordance with the provisions of this Lease without prejudice to Landlord's right to the benefit of such insurance money as security for Tenant's performance under the terms of this Lease.

14.8. Landlord's Mortgage. All provisions herein contained relative to the disposition of payments from insurance companies are subject to the requirement that, if any mortgagee who holds a mortgage on the Premises elects, in accordance with the terms of such mortgage, to require such insurance proceeds be paid to the mortgagee on account of the mortgage, then such payment shall be made, but in such event, Landlord must create the complete fund in the manner set forth in this Article to assure and complete the payment for the work of reconstruction or repair.

ARTICLE XV.

Insurance

15.1. Tenant's Property Insurance. Tenant shall, throughout the Term of this Lease, at Tenant's sole cost and expense, provide and keep in force for the benefit of Landlord and Tenant, insurance against loss or destruction of or damage or injury to any Improvements now or hereafter erected on the Premises resulting from fire or from any hazard included in the so-called extended coverage endorsement (including plate glass insurance, increased cost of construction endorsement, sprinkler leakage, collapse and vandalism and malicious mischief, also known as "All Risks of Physical Loss" coverage). In addition to the foregoing, Tenant shall, at Tenant's sole cost and expense, provide and keep in force for the benefit of Landlord and Tenant, throughout the Term of this Lease, flood insurance, provided the Premises are located within the "Federal Flood Plain Area" of the United States, as well as insurance against loss or damage or injury or destruction of any Improvements now or hereafter erected on the Premises resulting from water or earthquake damage. Tenant shall provide and keep in full force all such insurance in an amount sufficient to prevent Landlord or Tenant from becoming a co-insurer under the terms of the applicable policy, but in no event less than the full replacement cost of the Improvements, including the fixtures and equipment appurtenant thereto and used in connection with the Premises. Such replacement cost shall be determined annually by a method required by the insurer(s). The deductible under each of said policies shall be an amount not greater than Ten Thousand Dollars (\$10,000.00). Such insurance policies to be provided for and kept in force by Tenant shall provide that the loss, if any, be payable to Landlord and Tenant, as their respective interests may appear, except as herein provided, and such insurance policies may exclude foundations, excavation and the usual items customarily excluded in such insurance policies, and that the proceeds thereof shall be used to repair or replace the damage sustained by the casualty. Landlord may require that the interest of any mortgagee under a fee mortgage covering the Premises, be protected by proper endorsements to any such policies of insurance, and that duplicate originals of such policies of insurance be delivered to such mortgagee.

15.2. Boiler Insurance. Tenant shall also provide and maintain insurance, at Tenant's cost and expense throughout the Term of this Lease, for loss or damage by explosion of steam boilers, pressure vessels, air conditioning systems or similar apparatus to be now or hereafter installed on the Premises, to the extent applicable. Said insurance shall be on a Boiler and Machinery Broad Form Policy on a repair and replacement basis, with Use and Occupancy coverage for at least one hundred twenty (120) days.

15.3. Public Liability Insurance. During the Term, at Tenant's sole cost and expense, Tenant shall maintain in full force and effect broad form commercial or comprehensive general liability insurance, including blanket contractual liability coverage specifically endorsed to provide coverage for the obligations assumed by Tenant pursuant to the Lease against claims and liability for personal injury, bodily injury, death or property damage occurring on, in or about the Premises, with limits of liability of not less than Five Million Dollars (\$5,000,000.00) arising out of any one occurrence or annual aggregate. Tenant shall cause such insurance policy or policies to name Landlord, and/or any successor Landlord and Landlord's mortgagee as additional insured, as their interests may appear.

15.4. Workers' Compensation, Employer's Liability Insurance. Tenant shall also provide and maintain, at Tenant's sole cost and expense throughout the Term of this Lease, workers' compensation

insurance with statutory limits of liability and employer's liability insurance with limits of liability of not less than Five Hundred Thousand Dollars (\$500,000.00) in respect of any work or other operations done or performed on or about the Premises.

15.5. Business Interruption. Tenant may, during the Term of this Lease, at its sole cost and expense, procure and maintain business interruption (or use and occupancy) insurance including, at a minimum, coverage for rent and other charges for which Tenant is obligated hereunder.

15.6. Insurance on Tenant's Property. It is understood and agreed that Tenant may self-insure with respect to any damage to or destruction of Tenant's Property.

15.7. No Separate Insurance. Tenant shall not take out separate insurance concurrent in form or contributing in the event of loss with that required herein to be furnished by Tenant unless Landlord is included therein as additional insured, and as loss payee with loss payable as set out herein. Tenant shall immediately notify Landlord whenever any such separate insurance is taken out and shall deliver the policy or policies or duplicates thereof, or certificates evidencing the same, as provided herein.

15.8. Conduct of Business, Cooperation. Tenant shall comply with all requirements of said insurance policies and shall not conduct or allow to be conducted business or other activities or fail to maintain or take other actions with regard to the Premises in such a manner as will result in an increase in said premiums or a decrease in the recovery thereunder. Any insurance proceeds payable by reason of any insured loss pursuant to or under this Article XV shall, subject to the rights of the holders of any mortgagee upon the Premises be used exclusively for the purpose of restoring and rebuilding the Premises. Subject to the foregoing, Tenant shall have the sole right to adjust with the insurance carriers the amount of the loss upon any such policies, and Landlord shall, at Tenant's cost and expense, cooperate fully with Tenant in order to obtain the largest possible insurance recovery and shall execute any and all consents and other instruments and take all other actions necessary or desirable in order to effectuate the same and to cause such proceeds to be paid; provided, however, that in the event of a termination pursuant to the provisions of this Lease, Landlord shall have the right to adjust the amount of the loss with the insurance carriers.

15.9. Requirements of Policies.

(a) All policies required to be carried pursuant to this Article XV;

(i) shall be written and signed by solvent and responsible insurance companies authorized to do business in the jurisdiction wherein the Premises are located having a rating of not less than Best A, Class VIII;

(ii) shall contain an agreement by the insurer that such policy or policies shall not be canceled or non-renewed without at least thirty (30) days prior written notice to Landlord and Tenant;

(iii) may be carried under so-called blanket policies, provided that the protection afforded thereunder as to the Premises shall be not less than that which would have been afforded under separate policy or policies relating only to the Premises and provided, however, any such policy of blanket insurance shall specify therein, or Tenant shall furnish Landlord a written statement from the insurer under such policy so specifying, the amount of the total insurance allocated to the Premises, which amount shall be not less than the amount required therein and any such policy shall comply in all respects with the requirements set out in this Article.

(iv) may be carried under a combination of primary insurance and umbrella coverage;
and

(v) shall be primary insurance by the party obligated under Article XV, which will not call upon any other insurance effected or procured by the other party for defense, contribution or payment.

(b) Tenant retains full responsibility for payment of deductibles under each policy provided for hereunder.

(c) Annually, Tenant will promptly furnish certificates evidencing that the insurance required pursuant to this Article XV is in full force and effect. If the certificates of insurance do not provide for thirty (30) days prior written notice of cancellation or non-renewal to Landlord and Landlord's mortgagee, Tenant shall no later than three (3) days prior to termination by cancellation or non-renewal provide to Landlord and its mortgagee paid receipts evidencing continuation or renewal of insurance.

(d) If Tenant shall fail or refuse to effect or maintain any of said insurance, Landlord may, but shall have no obligation to do so, effect or maintain said insurance and the amount of money so paid, with interest at the Prime Rate, shall be payable by Tenant to Landlord as Additional Rent immediately due and payable hereunder.

15.10. Release. To the maximum extent permitted by applicable Laws, Tenant hereby releases Landlord and Landlord's respective officers, directors, employees and agents, from liability or responsibility for any loss or damage in, about, or to the Premises (including, without limitation, loss or damage to Tenant's personal property, or Tenant's business, loss arising from any act or neglect of co-tenants or other occupants of the Premises). The aforesaid policies shall contain an endorsement recognizing this release by the respective property and liability insurance carriers.

ARTICLE XVI. **Indemnification of Landlord**

To the maximum extent permitted by applicable Laws, Tenant will defend, indemnify, and hold harmless Landlord from and against any and all liabilities, claims, losses, damages, actions, judgments, costs, and expenses (including without limitation attorney's fees and expenses) of every kind imposed upon or asserted against Landlord or Landlord's title in the Premises arising by reason of or in connection with (a) the making of this lease and the ownership by Tenant of the interest created in this Lease or Tenant's possession, use, occupancy, or control of the Premises; (b) any accident, injury to or death of persons, or loss of or damage to property occurring on or about the Premises or adjoining public passageways, (c) the possession, operation, use, misuse, maintenance, or repair of the Premises; (d) any damage to the environment and any property and persons injured thereby; or (e) any failure on the part of Tenant to perform or comply with any of the terms of this Lease. If it becomes necessary for Landlord to defend any action seeking to impose any such liability, Tenant will pay Landlord all costs, expenses, and attorney's fees incurred by Landlord in effecting such defense, in addition to any other sums which Landlord may be called upon to pay by reason of the entry of a judgment against Landlord in the litigation in which such claim is asserted. Landlord shall not be responsible for the loss of or damage to property or injury to or death of persons occurring in or about the Premises by reason of any existing or future condition, defect, matter, or thing in the Premises, or the property of which the Premises are a part, or for the acts, omissions, or negligence of other persons or tenants in and about the Premises; and Tenant agrees, to the maximum extent permitted by applicable Laws, to defend, indemnify, and hold Landlord harmless from and against all claims and liability for same.

ARTICLE XVII.

Condemnation

17.1. Authority. If eminent domain proceedings are instituted by any entity having powers of eminent domain, Landlord shall have the exclusive right and authority to act in said proceedings, although Tenant may participate in such proceedings at its expense if it so desires.

17.2. Taking. Subject to the rights of Tenant hereinafter set forth, Tenant hereby irrevocably assigns to Landlord any award or payment to which Tenant may become entitled by reason of any taking of the Premises, or any part thereof, in or by condemnation or other eminent domain proceedings pursuant to any law or by reason of the temporary requisition of the use or occupancy of the Premises or any part thereof by any governmental authority, whether same shall be paid or payable in respect of Tenant's leasehold interest hereunder or otherwise, but nothing in this Lease shall impair Tenant's right to any award or payment on account of Tenant's trade fixtures, equipment, and other tangible property, moving expenses, loss of business, and the like, if available, to the extent Tenant shall have a right to a separate claim therefor against the appropriate governmental authority, but in no event, shall any such separate claim be based upon the value of Tenant's leasehold interest. To the extent of such right, Tenant shall not be deemed to have assigned the same to Landlord, and Tenant shall be entitled to participate in any such proceedings described in this section at Tenant's sole expense.

17.3. Termination. If all or substantially all of the Premises shall be taken in or by such proceedings, or if Landlord shall convey all or substantially all of the Premises under the threat of the exercise of the power of eminent domain, and if Tenant determines in good faith and exercising reasonable judgment that the remaining portion of Premises is no longer suitable to operate thereon the business then being operated, Tenant shall, within sixty (60) days after receipt of notice of any such taking, give written notice to Landlord of its intention to terminate this Lease as of the day preceding the date of the vesting of title to the Premises or portion thereof in the condemning authority, and all rent and other amounts payable by Tenant hereunder shall be apportioned as of the date of such vesting.

17.4. Restoration. If less than all or less than substantially all of the Premises shall be taken by condemnation or other eminent domain proceedings, or if the use or occupancy of the Premises or any part thereof shall be temporarily requisitioned by any governmental authority, civil or military, then this Lease shall continue in full force and effect without abatement or reduction of rent or other amounts payable by Tenant hereunder, notwithstanding such taking or requisition. In the event of any such lesser taking, Landlord shall promptly make payment to Tenant out of the award, payment, or compensation received by Landlord, and Tenant shall use said funds, in the same manner as insurance proceeds are used to repair casualty damage hereunder, to promptly repair any damage caused by any such taking or requisition such that, after completion of such repair, the Premises shall be as nearly as possible in a condition as good as the condition thereof immediately prior to such taking or requisition, ordinary wear and tear excepted, provided that Tenant shall not be obligated to expend an amount therefor in excess of the proceeds received by Tenant from Landlord. Any proceeds remaining hereunder shall be retained by Landlord.

ARTICLE XVIII.

Default

18.1. Events of Default. Each of the following shall be deemed a default by Tenant:

(a) Tenant's failure to pay Rent when such becomes due as herein provided and/or any other charges or payments herein reserved, included or agreed to be treated or collected as Rent and/or any other charge, expense or cost herein agreed to be paid by Tenant, provided that Landlord shall have first

given Tenant ten (10) days' prior written notice and opportunity to cure the same, with no cure having been made within such ten (10) day period;

(b) Tenant's failure to perform, within ten (10) days after written notice from Landlord or within a reasonable time thereafter if the default is of such a nature that it cannot be cured within such ten (10) day period, and Tenant does not thereafter complete the same in good faith and with reasonable diligence, any other terms, conditions or covenants of this Lease to be observed by Tenant; or

(c) The adjudication of Tenant as a bankrupt or insolvent; or the making by Tenant of a general assignment for the benefit of creditors; or the appointment of a receiver in equity for Tenant's Property, provided such appointment is not released, bonded according to law or otherwise provided for by indemnity within thirty (30) days after written notice thereof first given to Tenant, within a reasonable time after the occurrence thereof; or the appointment of a trustee, custodian or receiver for Tenant's Property in a reorganization, arrangement or other bankruptcy proceeding; or Tenant's filing of a voluntary petition in bankruptcy or for a bankruptcy organization, liquidation or arrangement; or an involuntary petition in bankruptcy or for a bankruptcy organization, liquidation or arrangement is filed against Tenant and such petition is not dismissed within 60 days; or Tenant's filing of an answer admitting bankruptcy or agreeing to a bankruptcy reorganization, liquidation or arrangement.

18.2. Landlord's Rights Upon Tenant's Default. In the event of any default set forth in Article 18.1, Landlord, in addition to any other rights or remedies it may have at law or in equity, may do any one or more of the following:

(a) elect to terminate this Lease;

(b) perform, on behalf and at the expense of Tenant (entering upon the Premises for such purpose, if necessary), any obligation of Tenant under this Lease which Tenant has failed to perform and of which Landlord shall have given Tenant notice, the cost of which performance or liability by Landlord shall be deemed Additional Rent or incurred for the account of Tenant and Tenant shall reimburse Landlord therefore or save Landlord harmless therefrom upon demand provided, however, that Landlord may cure any such default described in this subparagraph prior to the expiration of the waiting period established in Section 18.1, but after notice to tenant if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Premises or Landlord's interest in the Premises, or to prevent injury or damage to persons or property. If Tenant shall fail to reimburse Landlord upon demand for any amount paid for the account of Tenant hereunder, said amount shall be added to and become due as a part of the next payment of Rent due hereunder. Notwithstanding anything to the contrary contained herein, in the case of emergency, notice required pursuant to this Article 18 may be given verbally or in any other reasonably due and sufficient manner having regard to the emergency and the attending circumstances. If any such notice shall not be given in the manner described in Article XXIII of this Lease entitled "Notice", then as soon thereafter as practicable, such notice shall be followed up by notice given in the manner prescribed in said Article. No entry by Landlord, in accordance with the provisions of this Article, shall be deemed to be an eviction of Tenant. Landlord's performance of any such covenant shall neither subject Landlord to liability for any loss, inconvenience or damage to Tenant nor be construed as a waiver of Tenant's default or of any other right or remedy of Landlord in respect to such default, or as a waiver of any covenant, term or condition of this Lease; or

(c) immediately, using such force as may be reasonably necessary, re-enter upon the Premises, remove all persons and property therefrom, and store such property in a public warehouse or elsewhere at the sole cost and for the account of Tenant, all without service of notice or resort to legal process, without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby (except for any loss or damage resulting from or caused by the gross negligence or

criminal act of Landlord or its employees, agents or contractors), and without such re-entry being deemed to terminate this Lease.

18.3. Re-letting. In the event Landlord re-enters upon the Premises as provided in clause (c) of the foregoing Section 18.2, or takes possession of the Premises pursuant to legal proceedings or pursuant to any notice provided for by law, Landlord may in addition to all other rights and remedies provided at law or in equity:

(a) Landlord may terminate this Lease and forthwith repossess the Premises and remove all persons or property therefrom and be entitled to recover from Tenant, as damages, the sum of money equal to the total of (i) the reasonable cost of recovering the Premises, (ii) the accrued and unpaid rentals owed at the time of termination plus interest thereon from such due date at Prime Rate, as hereinafter defined, or the maximum rate permitted by law, (iii) the discounted net present value of the balance of the fixed annual minimum rent for the remainder of the term, and (iv) any other sum of money and damages owed by Tenant to Landlord, less any amounts received by Landlord through reletting the Premises during the remainder of the Term; or

(b) Landlord may terminate Tenant's right of possession (but not this Lease) and may repossess the Premises without demand or notice of any kind to Tenant and without terminating this Lease in which event Landlord may, but shall be under no obligation to do so, relet the same for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting, Landlord is authorized to make repairs, changes, alterations or additions to the Premises to make same relettable, and (i) if Landlord shall be unable to relet the Premises, or (ii) if the same are relet and sufficient sums shall not be realized from such reletting (after paying: (a) the unpaid rentals due under the Lease earned, but unpaid at the time of reletting plus interest thereon at the lesser of the Prime Rate or the maximum rate permitted by applicable law, (b) the cost of recovering possession, including Landlord's attorney's fees (c) all of the costs and expenses of reletting including decorations, repairs, changes, alterations and additions by Landlord, and (d) the expense of the collection of the Rent accruing therefrom) to satisfy the rent and all other charges provided for in this Lease to be paid by Tenant then Tenant shall pay to Landlord, as damages, the sum equal to the amount of the Rent and other expenses payable by Tenant for such period or periods, or if the Premises have been relet, Tenant shall satisfy and pay any such deficiency upon demand therefore from time to time and Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Article from time to time upon one or more occasions without Landlord being obligated to wait until expiration of the term of this Lease. Such reletting shall not be construed as an election on the part of Landlord to terminate this Lease unless a written notice of such intention be given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Failure of Landlord to declare any default immediately upon occurrence thereof or delay in taking any action in connections therewith shall not waive such default but Landlord shall have the right to declare any such default at any time thereafter.

(c) As used herein "**Prime Rate**" shall mean the base rate on corporate loans at large U.S. money centers or commercial banks as published from time to time by the Wall Street Journal adjusted with each change in each published rate.

18.4. Damages Upon Termination. In the event that Landlord at any time terminates this Lease for any default by Tenant, in addition to any other remedies Landlord may have, Landlord may recover from Tenant (i) all damages Landlord may incur by reason of such default, including, without limitation, all repossession costs, brokerage commissions, court costs, attorneys' fees, alteration and repair costs, (ii) the accrued and unpaid rentals owed at the time of termination plus interest thereon from such due date at the Prime Rate, or the maximum rate permitted by law, (iii) the discounted net present value of the

balance of the fixed annual minimum rent for the remainder of the Term, and (iv) any other sum of money and damages owed by Tenant to Landlord. All such amounts shall be immediately due and payable from Tenant to Landlord.

ARTICLE XIX.

Signs

Tenant shall have the right to erect, at its expense and in accordance with all applicable laws, ordinances, rules and regulations, in or on the Premises such sign or signs as it may desire.

ARTICLE XX.

Taxes and Other Liens

20.1. **Impositions.** Tenant shall pay before any fine, penalty, interest, or cost may be added thereto for the nonpayment thereof, all real estate taxes, assessments, ad valorem taxes, water and sewer charges, vault charges, license and permit fees, and other governmental levies and charges, general and special, ordinary, and extraordinary, unforeseen as well as foreseen, of any kind and nature (collectively "**Impositions**") which may be charged, assessed, levied, imposed upon or become due and payable, during the Term of this Lease; provided, however, that if, by law, any Imposition is payable or at the option of the taxpayer may be paid in installments (whether or not interest shall accrue on the unpaid balance thereof), Tenant may pay the same (and any accrued interest on the unpaid balance) in installments and shall be required to pay only such installments as may become due during the Term of this Lease as the same respectively become due and before any fine, penalty, interest, or cost may be added thereto for nonpayment thereof; and provided further, that any Imposition relating to a fiscal period of a taxing authority, a part of which period is included within the Term of this Lease and a part of which is included in a period of time before the commencement of the Term or after the termination of this Lease, other than a termination of this Lease pursuant to Article 18, shall (whether or not such Imposition shall be assessed, levied, confirmed, imposed, or become a lien upon the Premises or shall become payable, during the term of this Lease) be appropriately pro rated between Landlord and Tenant.

20.2. **Tax on Tenant Additions.** Tenant shall pay all additional taxes levied, assessed or becoming payable by reason of the improvements, alterations or additions to the Premises installed by Tenant at any time during the Term of this Lease.

20.3. **Exceptions.** Nothing in this Lease shall require Tenant to pay any franchise, corporate, estate, inheritance, succession, capital levy, stamp, transfer or similar tax of Landlord, or any income, excess profits, revenue or similar tax or any other tax, assessment, charge, or levy upon the basic rent, or any other rents payable under this Lease, nor shall any tax, assessment, charge, or levy of the character described in this Section 20.3 be deemed to be included within the term "imposition"; provided, however, that if at any time under the laws of the State or any political subdivision thereof in which the Premises is located a future change in the method of taxation or in the taxing authority, or for any other reason, a franchise, income, transit, profit or other tax or governmental imposition, however designated, shall be levied against Landlord in substitution in whole or in part for any imposition, or in lieu of additions to or increases of said impositions then said franchise, income, transit, profit or other tax or governmental imposition shall be deemed to be included within the term "Imposition," and Tenant shall pay and discharge such Imposition in accordance with Section 20.1 in respect of the payment of impositions, to the extent it would be payable if the Premises were the only property of Landlord subject to such Imposition.

20.4. Proof of Payment. Tenant agrees to submit to Landlord official receipts evidencing payment of said Impositions at the place at which rental payments are required to be made at least three (3) days before said impositions or other charges would otherwise become delinquent.

20.5. Refunds. If Landlord shall receive a refund of any Imposition theretofore paid by Tenant pursuant to the provisions hereof; such refund, net of Landlord's costs of recovery, shall be promptly paid to Tenant.

20.6. Protest. If Tenant shall, in good faith, desire to contest the validity of such Impositions, Tenant shall have the right to do so without being in default hereunder provided that Tenant shall give Landlord prompt written notice of Tenant's intention to institute such legal proceedings as are appropriate, which proceedings shall be promptly instituted and conducted in good faith and with due diligence; such proceedings shall suspend the collection of such Impositions, and the Premises shall not be in danger of being sold, forfeited, or lost; and Tenant shall furnish Landlord or the appropriate governmental agency with a bond made by a surety company qualified to do business in the State in which the Premises is located or shall pay cash to a recognized escrow agent in the County within which the Premises is located in one and one-half (1½) times the amount of such Impositions, conditioned to pay such Impositions when the validity thereof shall have been finally determined, which said written notice and security shall be given by Tenant to Landlord or the appropriate governmental agency not fewer than ten (10) days before such Impositions proposed to be contested would otherwise become delinquent. Upon the conclusion of such contest, Landlord shall return to Tenant the security hereinabove required to be deposited by Tenant, provided that Tenant shall first evidence payment of such Impositions.

20.7. Requirements of Mortgage. In the event the financing institution where Landlord has financing on the Premises shall require Landlord to prepay the Impositions in monthly installments of one-twelfth (1/12th) of the annual amount thereof, then Tenant shall make to Landlord, in addition to the Rent reserved hereunder, monthly payments of one-twelfth (1/12th) of such Impositions.

ARTICLE XXI.

Utilities

21.1. Payment of Charges. Tenant shall, during the Term of this Lease or any extensions hereof, pay and discharge punctually as and when the same shall become due and payable without penalty all water and sewer rents, rates, and charges, charges for removal of waste materials, and charges for water, steam, heat, gas, electricity, light, and power, and other service or services furnished to the Premises or the occupants thereof during the Term of this Lease or any extensions hereof, and shall indemnify Landlord against any and all liability on such account.

21.2. Provision of Services. Landlord shall not be required to furnish any services or facilities to the Premises and shall not be liable for any failure of water supply or electric current or of any service by any utility, nor for injury or damage to person (including death) or property caused by or resulting from steam, gas, electricity, water, heat, or by rain or snow that may flow or leak from any part of the Premises or from any pipes, appliances, or plumbing works of the same or from the street or subsurface or from any other place, nor for interference with light or other incorporeal hereditaments or easements, however caused, unless due to the affirmative acts of Landlord. Tenant hereby assumes the full and sole responsibility for the condition, operation, repair, replacement, maintenance, and management of the Premises.

ARTICLE XXII.
Holding Over

If Tenant or anyone claiming under Tenant remains in possession of the Premises at the expiration or earlier termination of this Lease, without having duly exercised its right, if any, to extend or further extend the Term, such continuing possession shall create a month-to-month tenancy on the terms herein specified, if Rent in the amount of one hundred and fifty percent (150%) of the immediately preceding monthly installment of Rent is paid by Tenant and accepted by Landlord. Such tenancy may be terminated at the end of any month thereafter by either party by giving at least thirty (30) days' notice thereof to the other party.

ARTICLE XXIII.
Notice

23.1. Notice Address. Any notice or demand which either party hereto either is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by registered or certified mail, postage prepaid, or (iii) sent by commercial overnight carrier, and addressed, in the instance of Landlord, to:

Westminster RH Macedonia LLC
c/o The Westminster Funds
270 Westminster, Suite 300
Lake Forest, IL 60045
Attn: Mark Mazur

with a copy to:

Quarles & Brady LLP
300 North LaSalle, Suite 4000
Chicago, IL 60654
Attn: Christopher T. Dement, Esq.

or any other address which Tenant may be notified of in writing by Landlord, and in the instance of Tenant, to:

ADS Logistics, LLC
935 West 175th Street
Homewood, IL 60430
Attn: _____

with a copy to:

ADS Logistics, LLC
8190 Roll & Hold Parkway
Macedonia, IN 44056
Attn: _____

or such other address which Landlord may be notified in writing by Tenant.

23.2. Service of Notice. Such notice shall be deemed to have been served within three (3) days of the time of the mailing thereof or upon receipt in the event of personal service or overnight courier;

provided, however, that should such notice pertain to the change of address to either of the parties hereto, such notice shall be deemed to have been served upon receipt thereof by the party to whom such notice is given.

ARTICLE XXIV.

Subordination

24.1. Lease Subordinate. This Lease and all of Tenant's right, title, and interest in and under this Lease shall be subject, subordinated, and inferior to the lien of any and all ground leases, underlying leases, mortgages, and deeds of trust and to any and all terms, conditions, provisions, extensions, renewals or modification of any such leases, mortgages, or deeds of trust which Landlord or any grantee or assignee of Landlord has placed or may place upon the Premises in the same manner and to the same extent as of this Lease had been executed subsequent to the execution, delivery, and recording of such Lease, mortgage, or deed of trust.

24.2. Subordination, Self-Operative; Subordination Agreement, Nondisturbance. The subordination of this Lease to any mortgage or deed of trust now or hereafter placed upon the Premises shall be automatic and self-operative and no further instrument or evidence of subordination shall be necessary. Without limiting such automatic and self-operative subordination, however, Tenant shall, on demand, at any time, execute, acknowledge, and deliver to Landlord or any grantee or assignee of Landlord any and all instruments that may be necessary or proper to evidence the subordination of this Lease and all rights hereunder to the lien of such mortgage or deed of trust. In any and all events, so long as Tenant is not in default under this Lease, Tenant's right of possession shall not be disturbed.

24.3. Attornment. Tenant covenants and agrees that, upon any mortgage foreclosure or foreclosure under a deed of trust, it will attorn to any mortgagee, trustee, assignee, or any purchaser at any foreclosure sale as its Landlord, and this Lease shall continue in full force and effect as a direct Lease between Tenant herein and such party upon all terms, conditions, and agreements set forth in this Lease.

24.4. Attornment to Successor. In the event Landlord or any successor owner of the Premises shall transfer the Premises, which transfer may be freely effected by Landlord without the consent or approval of Tenant, Landlord or such successor owner, as the case may be, shall thereupon be released from all future liabilities and obligations of Landlord under this Lease and all such future liabilities and obligations shall thereupon automatically be binding upon the new owner, and Tenant will attorn to any new owner as its Landlord, and this Lease shall continue in full force and effect as a direct Lease between Tenant herein and such party upon all terms, conditions, and agreements set forth in this Lease.

ARTICLE XXV.

Landlord's Access to the Premises

Landlord, or its agents or authorized representatives, shall have access to the Premises at any time during normal business hours for the purposes of examining or inspecting the condition of same. In the event of any emergency such as, but not limited to, a fire, flood, or severe windstorm, Landlord shall have free access to the Premises for the purpose of examining or inspecting damage done to them. Unless Tenant shall have given notice of its intention to exercise its option to extend the Term of this Lease pursuant to Article 2 of this Lease entitled "Term and Extensions", Landlord shall have the right, within twelve (12) months prior to expiration or earlier termination of this Lease or any extensions hereof, to show the Premises to prospective tenants, at reasonable times during normal business hours. Landlord further reserves the right to show the Premises to prospective purchasers any time during the Term of the Lease, during normal business hours, or at other times upon reasonable notice to Tenant.

ARTICLE XXVI.
Environmental Compliance

26.1. Definitions. For purposes of this Lease:

(a) **"Environmental Laws"** shall mean and include the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984, the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Toxic Substances Control Act, the Federal Insecticide, Fungicide and Rodenticide Act and all applicable state and local environmental laws, ordinances, rules, requirements, regulations and publications, as any of the foregoing may have been or may be from time to time amended, supplemented or supplanted and any and all other federal, state or local laws, ordinances, rules, requirements, regulations and publications, now or hereafter existing, relating to the preservation of the environment or the regulation or control of toxic or hazardous substances or materials; and

(b) **"Regulated Substance"** shall mean and include any, each and all substances or materials now or hereafter regulated pursuant to any Environmental Laws, including, but not limited to, any such substance or material now or hereafter defined as or deemed to be "regulated substance," "pesticide," "hazardous substance" or "hazardous waste" or included in any similar or like classification or categorization thereunder.

26.2. Compliance. Tenant shall:

(a) not cause or permit any Regulated Substance to be placed, held, located, released, transported or disposed on, under, at or from the Premises or to otherwise adversely affect the Premises in violation of any Environmental Laws;

(b) at its own cost and expense contain at or remove from the Premises, or perform any other necessary or desirable remedial action regarding, any Regulated Substance in any way affecting the Premises if, as and when such containment, removal or other remedial action is required under any Environmental Laws and, whether or not so required, shall perform any containment, removal or remediation of any kind involving any Regulated Substance in any way affecting the Premises in compliance with the requirements of all Environmental Laws;

(c) provide Landlord with written notice (and a copy as may be applicable) of any of the following within ten (10) days thereof: (i) Tenant's obtaining knowledge or notice of any kind of the presence, or any actual or threatened release, of any Regulated Substance in any way affecting the Premises; (ii) Tenant's receipt or submission, or Tenant's obtaining knowledge or notice of any kind, of any report, citation, notice or other communication from or to any federal, state or local governmental or quasi-governmental authority regarding any Regulated Substance in any way affecting the Premises; or (iii) Tenant's obtaining knowledge or notice of any kind of the incurrence of any cost or expense by any federal, state or local governmental or quasi-governmental authority or any private party in connection with the assessment, monitoring, containment, removal or remediation of any kind of any Regulated Substance in any way affecting the Premises, or of the filing or recording of any lien on the Premises or any portion thereof in connection with any such action or Regulated Substance in any way affecting the Premises; and

(d) defend all actions against the Landlord and its Mortgagee and pay, protect, indemnify and save harmless Landlord and its Mortgagee from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, attorneys' and consultant's fees, response and clean-up costs, court costs, and litigation expenses), causes of action, suits, claims demands or judgments of any nature

relating to (i) the presence, disposal, release or threatened release of any Regulated Substance; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to any Regulated Substance; or (iii) any Environmental Laws, Regulated Substance or other environmental matters. If at the expiration or other termination of this Lease any response or clean up of a condition involving Regulated Substances is required by any federal, state or local governmental authority, Tenant shall remain solely responsible for such requirement and this Lease shall remain in full force and effect pursuant to the terms of Article XXII until such response or clean up is completed to the satisfaction of the respective governmental authority. The indemnity contained in the Section XXVI shall survive the expiration or earlier termination of this Lease.

ARTICLE XXVII.

Late Rent

Tenant hereby acknowledges that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed encumbering the Premises. Accordingly, if any installment of Rent or any other sum due from Tenant shall not be received by Landlord or Landlord's designee within five (5) days after the date on which such sum is due, Tenant shall pay to Landlord a late charge equal to the greater of 4% of such overdue amount or the late charge, penalty or interest imposes on Landlord by its Mortgagee as a result of any late payment made to such Mortgagee. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

ARTICLE XXVIII.

Estoppel Certificates

Each party will promptly execute, acknowledge, and deliver to the other party a certificate certifying that this Lease is unmodified and is in full force and effect (or, if modified, that this Lease is in full force and effect, as modified, and stating the date of each instrument so modifying this lease); the dates, if any, to which Rent and other charges payable hereunder have been paid; and, whether, in the opinion of such party, any default exists hereunder and, if so, the nature and period of existence thereof and what action such party is taking or proposes to take with respect thereto and whether notice thereof has been given and such other and further matters as may reasonably be requested by the other party and any mortgagee. If such certificate is required to be delivered by a corporation, the same shall be signed by the President or a Vice President and the Secretary or an Assistant Secretary thereof, and if such certificate is required to be delivered by a partnership, the same shall be signed by a general partner thereof. Any certificate required under this Article may be relied upon by a prospective purchaser, mortgagee, or other transferee of Landlord's or Tenant's interest under this Lease.

ARTICLE XXIX.

Reports

Tenant agrees to furnish to Landlord, with reasonable promptness: (1) copies of annual financial statements of Tenant (including, but not limited to, annual balance sheets, income statements and surplus statements) prepared in accordance with generally accepted accounting principles and certified by independent certified public accountants; and (2) other financial statements, reports and documents which the Tenant (i) files with or otherwise sends to the Securities and Exchange Commission, whether pursuant

to the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934 including, without limitation, Annual Report on Form 10-K, Quarterly Report on Form 10-Q, Current Report on Form 8-K and Proxy Statements and other soliciting materials; or (ii) files with any other governmental commission, department or agency or any securities exchange. In addition to the foregoing, Tenant shall obtain and deliver to Landlord, with reasonable promptness, such other information respecting the operation of the Premises or the financial condition and affairs of Tenant, as Landlord may from time to time reasonably request.

ARTICLE XXX.
Provisions of General Application

(a) The language in all parts of this Lease shall in all cases be construed as a whole and according to its fair meaning, and not strictly for or against either Landlord or Tenant, and the construction of this Lease and any of its various provisions shall be unaffected by any argument or claim, whether or not justified, that it has been prepared, wholly or in substantial part, by or on behalf of Landlord or Tenant.

(b) This Article headings in this Lease are for convenience only and are not a part of this Lease, and do not in any way limit or simplify the terms and provisions of this Lease, nor should they be used to determine the intent of the parties.

(c) If any term, covenant, condition or provision of this Lease, or the application thereof to any person or circumstances, shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby; and it is the intention of the parties hereto that if any provision of this Lease is capable of two constructions, one of which would render the provision invalid, and the other which would render the provision valid, then the provision shall have the meaning which renders it valid; and each term, covenant, condition and provision of this Lease shall be valid and be enforced to the fullest permitted by law.

(d) It is mutually covenanted and agreed by and between the parties that no waiver of a breach of any of the covenants or conditions of this Lease shall be construed to be a waiver of any succeeding breach of the same covenant or condition. It is further agreed by and between the parties that no modification, release, discharge or waiver of any provision of this lease shall be of any force, effect or value unless in writing and signed by the Landlord and Tenant or their duly authorized agents.

(e) This Lease shall be governed and construed in accordance with the laws of the State wherein the Premises are located.

(f) The words "Landlord" and "Tenant" and the pronouns referring thereto, as used in this Lease, shall mean, where the context requires or permits, the persons named herein as Landlord and as Tenant, respectively, and their respective heirs, legal representatives, successors, and assigns, irrespective of whether singular or plural, or masculine, feminine, or neuter. The agreements and conditions in this Lease contained on the part of Landlord to be performed and observed shall be binding upon Landlord and its heirs, legal representatives, successors, and assigns, and shall enure to the benefit of Tenants and its heirs, legal representatives, successors and assigns; and the agreements and conditions on the part of Tenant to be performed and observed hereunder shall be binding upon Tenant and its heirs, legal representatives, successors, and assigns, and shall enure to be benefit of Landlord and its heirs, legal representatives, successors, and assigns.

(g) Landlord and Tenant represent to each other that no broker or person is entitled to any commission by reason of the negotiation and execution of this Lease. Landlord and Tenant agree to hold each other harmless against any and all claims by any person for brokerage commissions arising out of any conversation, negotiations or other dealings held by the other party with any broker regarding this Lease.

(h) The parties will, at any time at the written request of either one, promptly execute duplicate originals of an instrument, in recordable form, which will constitute a short form of lease, setting forth a description of the Premises, the Term and any other portions hereof, except the rental provisions (unless required by statute), as either party may request. All costs incurred in connection with recording the short form of lease shall be paid by Tenant. If a party fails or refuses to execute and acknowledge a short form of lease within fifteen (15) days after notice of said request, the requesting party is authorized to, and is hereby appointed attorney-in-fact with full power and authority to execute and acknowledge said short form of lease on behalf of and in the name of the other Party.

(i) If, as a result of any breach or default in the performance of any of the provisions of this Lease, Landlord or Tenant uses the services of any attorney in order to secure compliance with such provisions or recover damages therefor from the breaching party, and if the non-breaching party is the prevailing party in any litigation resulting therefrom or settlement associated therewith, then the non-breaching party shall be entitled to recover from the breaching party any and all reasonable attorneys fees and expenses incurred by the non-breaching party in connection with such litigation or settlement.

(j) This instrument contains the entire and only agreement between the parties relating to the subject matter thereof, and no oral statements or representations or written matter not contained in this instrument shall have any force or effect. This Lease shall not be amended or modified in any way except by a writing executed by both parties.

(k) The relationship between the parties hereto is solely that of Landlord and Tenant, and nothing in this Lease shall be construed as creating a partnership or joint venture between the parties hereto, it being the express intent of Landlord and Tenant that the business of Tenant on the Premises and elsewhere, and the good will thereof, shall be and remain the sole property of Tenant.

(l) Throughout this Lease, wherever the context so requires, the singular shall include the plural, and the masculine gender shall include the feminine and neuter genders.

(m) There shall be no merger of this Lease or the leasehold estate created by this Lease with any other estate or interest in the Premises by reason of the fact of the same person, firm, corporation, or other entity acquiring or owning or holding, directly or indirectly, this Lease or the leasehold interest created by this Lease or any interest in this Lease, and any such other estate or interest in the Premises or any part thereof, and no such merger shall occur unless and until all corporations, firms, and other entities having an interest (including a security interest) in this Lease or the leasehold interest created by this Lease and any such other estate or interest in the Demised premises or any part thereof, shall join in a written instrument effecting such merger and shall duly record the same.

(n) Anything contained in the Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate of Landlord in the Premises for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease to be observed or performed by Landlord, subject, however, to the prior rights of the holder of any mortgage or deed of trust covering the Premises, and no other assets of Landlord shall be subject to levy, execution or judicial process for the

satisfaction of Tenant's claim, and Landlord shall not be liable for any such default or breach except to the extent of Landlord's estate in the Premises.

(o) Tenant hereby represents and warrants to Landlord that Tenant is not: (1) in violation of any Anti-Terrorism Law; (2) conducting any business or engaging in any transaction or dealing with any Prohibited Person, including the making or receiving or any contribution of funds, goods, or services to or for the benefit of any Prohibited Person; (3) dealing in, or otherwise engaging in, any transaction relating to any property or interest in property blocked pursuant to Executive Order No. 13221; (4) engaging in or conspiring to engage in any transaction that evades or avoids, had the purpose of evading or avoiding, or attempts to violate any of the prohibitions set forth in any Anti-Terrorism Law; or (5) a Prohibited Person, nor are any of its partners, members, managers, officers, or directors a Prohibited Person. As used herein, "**Anti-Terrorism Law**" is defined as any law relating to terrorism, anti-terrorism, money laundering, or anti-money laundering activities, including, without limitation, Executive Order No. 13224 and Title 3 of the USA Patriot Act. As used herein, "**Executive Order No. 13224**" is defined as Executive Order No. 13224 on Terrorist Financing effective September 24, 2001, and relating to "Blocking Property and Prohibiting Transactions With Persons Who Commit, or Support Terrorism". "**Prohibited Person**" is defined as (i) a person or entity that is listed in the Annex to Executive Order 13224, (ii) a person or entity with whom Tenant or Landlord is prohibited from dealing or otherwise engaging in any transaction by any Anti-Terrorism Law, or (iii) a person or entity that is named as a "specially designated national and blocked person" on the most current list published by the U.S. Treasury Department Office of Foreign Assets Control (OFAC) as its official website, <http://www.treas.gov/ofac/t11sdn.pdf>, or at any replacement website or other official publication of such list from time to time. "**USA Patriot Act**" is defined as the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56). Notwithstanding anything in this Lease to the contrary, Tenant acknowledges and agrees that this Lease is a continuing transaction and that the foregoing representations, certifications, and warranties are ongoing and shall be and remain true and in full force and effect on the date hereof and throughout the Term hereof (and any extension thereof), and that any breach thereof shall be an Event of Default hereunder (not subject to any notice or cure period) giving rise to Landlord's remedies, including but not limited to forcible eviction. Without limitation of Tenant's other obligations as set forth herein, Tenant hereby agrees to defend, indemnify, and hold harmless the Landlord Parties, and each of them, from and against any and all claims, damages, losses, risks, liabilities, fines, penalties, forfeitures, and expenses (including, without limitation, costs and attorneys' fees) arising from or related to any breach of the foregoing representations, certification, and warranties.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be duly executed and delivered in their respective names as of the date first above written, and Tenant has attached hereto a certified copy of its corporate resolution evidencing the authority of the person subscribing below to execute leases such as this Lease on its behalf.

LANDLORD:

WESTMINSTER RH MACEDONIA,
LLC, an Ohio limited liability company

By: Westminster Fund II LP, a(n)
Illinois limited Partnership
Managing Member

By: Westminster Advisors II LLC, an
Illinois limited liability company
Its: General Partner

By: Kristi L. Sherin
Name: Kristi L. Sherin
Title: Authorized Agent

WITNESSES:

By: Richard J. Strickman
Name: Richard J. Strickman

By: Nancy F. Reed
Name: NANCY F. REED

TENANT:

ADS LOGISTICS, LLC, a
Delaware limited liability company

By: Patrick G. Sullivan
Name: PATRICK G. SULLIVAN
Title: VP-CFO

WITNESSES:

By: Cyndi Lasik
Name: Cyndi LASIK

By: William M. Edwards
Name: WILLIAM M. EDWARDS

ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

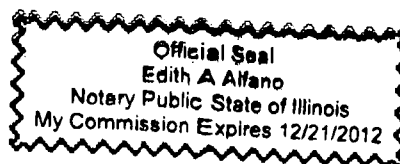
Before me, a Notary Public in and for said county and state personally appeared Kristi L. Sherin, the Authorized Agent of Westminster Advisors LLC, a(n) IL LLC, the Managing Member of WESTMINSTER RH MACEDONIA, LLC, an Ohio limited liability company, who acknowledged that he/she did sign the foregoing instrument on behalf of said limited liability company and acknowledged the same to be its free act and deed and the free act and deed of him/her personally as such member.

Edith A. Alfano

NOTARY PUBLIC

[SEAL]

My Commission Expires: 12/21/12



STATE OF IL)
) SS.
COUNTY OF Cook)

Before me, a Notary Public in and for said county and state personally appeared Patrick Sullivan, the VP-CC of ADS LOGISTICS, LLC, a Delaware limited liability company, who acknowledged that he/she did sign the foregoing instrument on behalf of said limited liability company and acknowledged the same to be its free act and deed and the free act and deed of him/her personally as such member.

Rosemarie Von Borstel

NOTARY PUBLIC

[SEAL]

My Commission Expires: 6-20-10

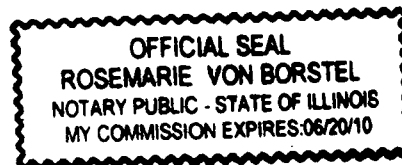


EXHIBIT A

LEGAL DESCRIPTION

PARCEL 1:

SITUATED IN THE CITY OF MACEDONIA, COUNTY OF SUMMIT AND STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL NORTHFIELD TOWNSHIP LOTS NOS. 7 AND 17, AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN MONUMENT FOUND AT THE INTERSECTION OF THE CENTER LINE OF HIGHLAND ROAD (C.H. 111), 60 FEET IN WIDTH, AND THE CENTER LINE OF VALLEY VIEW ROAD, (S.R. 631) (S.H. 872), 60 FEET IN WIDTH, SAID CENTER LINE OF HIGHLAND ROAD ALSO BEING THE SOUTHERLY LINE OF SAID ORIGINAL LOT NO. 7; THENCE NORTH 89 DEG. 00' 00" WEST, 1426.22 FEET, ALONG SAID CENTER LINE OF HIGHLAND ROAD, AND THE SOUTHERLY LINE OF ORIGINAL LOT NO. 7 TO THE SOUTHEASTERLY CORNER OF PARCEL NO. 3 OF LAND CONVEYED TO M.A. HANNA COMPANY BY DEED RECORDED IN VOLUME 247, PAGE 147 OF SUMMIT COUNTY OFFICIAL RECORDS; THENCE NORTH 01 DEG. 00' 00" EAST, 336.16 FEET ALONG THE EASTERLY LINE OF LAND SO CONVEYED TO AN ANGLE POINT THEREIN; THENCE NORTH 32 DEG. 04' 47" WEST, 902.36 FEET ALONG THE NORTHEASTERLY LINE OF LAND SO CONVEYED, TO THE MOST NORTHERLY CORNER THEREOF, AND THE PRINCIPAL PLACE OF BEGINNING OF THE PREMISES HEREIN TO BE DESCRIBED; THENCE SOUTH 49 DEG. 03' 24" WEST, 443.65 FEET ALONG THE NORTHWESTERLY LINE OF PARCELS NOS. 2 AND 3 OF LAND CONVEYED TO M.A. HANNA COMPANY AS AFOREMENTIONED, TO A POINT ON THE WESTERLY LINE OF SAID ORIGINAL LOT NO. 7; THENCE NORTH 89 DEG. 43' 42" WEST, 231.17 FEET ALONG THE NORTHERLY LINE OF PARCEL NO. 1 OF LAND SO CONVEYED TO THE NORTHEASTERLY RIGHT OF WAY LINE OF THE CLEVELAND AND PITTSBURGH RAILROAD ALSO KNOWN AS PENNSYLVANIA RAILROAD, C.P. DIVISION; THENCE NORTH 32 DEG. 01' 46" WEST, 1417.54 FEET ALONG SAID NORTHEASTERLY LINE

Policy No. 22430730

TO THE MOST SOUTHERLY CORNER OF LAND CONVEYED TO U.S. INTERNATIONAL CORP. BY THE DEED RECORDED IN VOLUME 5984, PAGE 476 OF SUMMIT COUNTY DEED RECORDS; THENCE NORTH 59 DEG. 56' 24" EAST, 1141.27 FEET ALONG THE SOUTHEASTERLY LINE OF LAND SO CONVEYED TO THE CENTER LINE OF VALLEY VIEW ROAD AS AFOREMENTIONED; THENCE SOUTH 46 DEG. 36' 33" EAST, 60.00 FEET ALONG THE CENTER LINE OF VALLEY VIEW ROAD TO THE MOST NORTHERLY CORNER OF A PARCEL OF LAND CONVEYED TO CHARLES A. JOSLYN BY THE DEED RECORDED IN VOLUME 479, PAGE 566 OF SUMMIT COUNTY OFFICIAL RECORDS; THENCE SOUTH 43 DEG. 19' 04" WEST, 630.23 FEET ALONG THE NORTHWESTERLY LINE OF LAND SO CONVEYED TO THE MOST WESTERLY CORNER THEREOF; THENCE SOUTH 42 DEG. 56' 48" EAST, 857.43 FEET ALONG THE SOUTHWESTERLY LINE OF LAND SO CONVEYED AND ITS SOUTHEASTERLY PROJECTION; THENCE SOUTH 32 DEG. 04' 47" EAST, 234.39 FEET TO A POINT OF CURVATURE ON THE NORTHERLY LINE OF ROLL & HOLD PARKWAY, PROPOSED; THENCE WESTERLY AND SOUTHERLY DEFLECTING TO THE LEFT, 284.34 FEET ALONG THE ARC OF A CURVE TO A POINT OF REVERSE CURVATURE ON THE SOUTHWESTERLY LINE OF ROLL & HOLD PARKWAY, SAID CURVE HAVING A RADIUS OF 66.50 FEET, AND A CHORD WHICH BEARS SOUTH 25 DEG. 25' 48" WEST, 112.18 FEET; THENCE SOUTHEASTERLY DEFLECTING TO THE RIGHT, 68.05 FEET ALONG THE ARC OF A CURVE TO A POINT OF TANGENCY THEREIN, SAID CURVE HAVING A RADIUS OF 60.00 FEET, AND A CHORD WHICH BEARS SOUTH 64 DEG. 34' 12" EAST, 64.46 FEET; THENCE SOUTH 32 DEG. 04' 47" EAST, 24.63 FEET, ALONG THE SOUTHWESTERLY LINE OF SAID ROLL & HOLD PARKWAY, PROPOSED; THENCE SOUTH 57 DEG. 55' 13" WEST, 15.00 FEET, TO THE MOST NORTHERLY CORNER OF PARCEL NO. 3 OF LAND CONVEYED TO M.A. HANNA COMPANY AS AFOREMENTIONED AND THE PRINCIPAL PLACE OF BEGINNING, AND CONTAINING 23.286 ACRES OF LAND OF WHICH 3.681 ACRES LIE IN LOT 7 AND 19.605 ACRES LIE IN LOT 17 ACCORDING TO A SURVEY BY DEMPSEY & NEFF, INC., DATED NOVEMBER 4, 1994 BEARINGS ARE BASED ON AN ASSUMED MERIDIAN AND ARE USED HEREIN TO INDICATED ANGLES ONLY.*

*THE ABOVE DESCRIBED PREMISES ARE ALSO DESCRIBED AS FOLLOWS:

SITUATED IN THE CITY OF MACEDONIA, SUMMIT COUNTY, OHIO AND KNOWN AS BEING SUBLOT NO. 1 OF THE MACEDONIA BUSINESS CENTER SUBDIVISION AS RECORDED IN PLAT CABINET K, SLIDES 826 OF SUMMIT COUNTY RECORDS.

PARCEL 2:

SITUATED IN THE CITY OF MACEDONIA, COUNTY OF SUMMIT AND STATE OF OHIO, AND KNOWN AS BEING PART OF ORIGINAL NORTHFIELD TOWNSHIP LOTS NOS. 7, AND IS BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT AN IRON PIN MONUMENT FOUND AT THE INTERSECTION OF THE CENTER LINE OF HIGHLAND ROAD (C.B. 111), 60 FEET IN WIDTH, AND THE CENTER LINE OF VALLEY VIEW ROAD, (S.R. 631) (S.H. 872), 60 FEET IN WIDTH, SAID CENTER LINE OF HIGHLAND ROAD ALSO BEING THE SOUTHERLY LINE OF SAID ORIGINAL LOT NO. 7;
THENCE NORTH 89 DEG. 00' 00" WEST, 1156.34 FEET, ALONG SAID CENTER LINE OF HIGHLAND ROAD, AND THE SOUTHERLY LINE OF ORIGINAL LOT NO. 7 AND THE PRINCIPAL PLACE OF BEGINNING;
THENCE CONTINUING ALONG SAID CENTER LINE NORTH 89 DEG. 00' 00" WEST, 269.88 FEET ALONG SAID NORTHERLY LINE TO A POINT ON THE EASTERLY LINE OF PARCEL NO. 3 OF LAND CONVEYED TO M.A. HANNA COMPANY BY DEED RECORDED IN VOLUME 247, PAGE 147 OF SUMMIT

Policy No. 22430730

COUNTY OFFICIAL RECORDS;

THENCE NORTH 01 DEG. 00' 00" EAST, 336.16 FEET ALONG THE EASTERLY LINE OF LAND SO CONVEYED TO AN ANGLE POINT THEREIN;
THENCE NORTH 32 DEG. 04' 47" WEST, 902.36 FEET ALONG THE NORTHEASTERLY LINE OF LAND SO CONVEYED, TO THE MOST NORTHERLY CORNER THEREOF;
THENCE NORTH 57 DEG. 55' 13" EAST, 15.00 FEET;
THENCE NORTH 32 DEG. 04' 47" WEST, 24.63 FEET TO A POINT OF CURVATURE;
THENCE CONTINUING NORTHWESTERLY DEFLECTING TO THE LEFT 68.05 FEET ALONG THE ARC OF A CURVE TO A POINT OF CURVATURE, SAID CURVE HAVING A RADIUS OF 60.00 FEET, A CHORD WHICH BEARS NORTH 64 DEG. 34' 12" WEST 54.46 FEET;
THENCE CONTINUING NORTHERLY DEFLECTING TO THE RIGHT 284.34 FEET ALONG THE ARC OF A CURVE TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 66.50 FEET, A CHORD WHICH BEARS NORTH 25 DEG. 25' 48" EAST, 112.18 FEET;
THENCE SOUTH 32 DEG. 04' 47" EAST, 1063.89 FEET ALONG A LINE DRAWN PARALLEL AND DISTANT 75.00 FEET NORTHEAST BY RECTANGULAR MEASUREMENT FROM THE NORTHEASTERLY LINE OF PARCEL NO. 3 OF LAND CONVEYED TO M.A. HANNA COMPANY AS AFOREMENTIONED;
THENCE SOUTH 01 DEG. 00' 00" WEST, 278.43 FEET ALONG A LINE DRAWN PARALLEL AND DISTANT 75.00 FEET EASTERLY BY RECTANGULAR MEASUREMENT FROM THE LINE EASTERLY OF SAID PARCEL NO. 3, TO A POINT OF CURVATURE;
THENCE CONTINUING SOUTHEASTERLY DEFLECTING TO THE LEFT 62.83 FEET ALONG THE ARC OF A CURVE TO A POINT OF TANGENCY, SAID CURVE HAVING A RADIUS OF 40.00 FEET, A CHORD WHICH BEARS SOUTH 44 DEG. 00' 00" EAST, 56.57 FEET;
THENCE SOUTH 89 DEG. 00' 00" EAST, 54.88 FEET TO AN ANGLE POINT;
THENCE SOUTH 83 DEG. 17' 22" EAST, 100.50 FEET TO A POINT ON THE NORTHERLY LINE OF HIGHLAND ROAD;
THENCE SOUTH 01 DEG. 00' 00" WEST, 30.00 FEET TO A POINT ON THE CENTER LINE OF HIGHLAND ROAD AND THE PRINCIPAL PLACE OF BEGINNING, AND CONTAINING 2.796 ACRES ACCORDING TO A SURVEY BY DEMPSEY & NEFF, INC. DATED NOVEMBER 4, 1994.
BEARINGS ARE BASED ON AN ASSUMED MERIDIAN AND ARE USED HEREIN TO INDICATE ANGLE ONLY.

PARCEL NO. 33-11102 PPN NF-00035-95-001 ABATED PARCEL NO. 33-11186 PPN NF-00035-96-001

Reservation of Rights

Westminster RH Macedonia LLC reserves all rights, claims, interests, remedies and defenses that it may now have or at any time hereafter may assert against the Debtor, or any other affiliate, entity or person, and any property held by the Debtor or any such affiliate, entity or person. This Proof of Claim is not intended to be, and shall not be construed as, (1) an election of remedies; (2) a waiver of any defaults or rights of setoff or recoupment; and/or (3) a waiver or limitation on any rights, remedies, claims, interests or defenses of Westminster RH Macedonia LLC. Westminster RH Macedonia LLC reserves any and all rights, remedies, claims, interests or defenses with respect to this claim (and any other claims it may file in this bankruptcy or any related bankruptcy case), including, but not limited to, the right to (a) amend, update, or supplement this Proof of Claim or any related proofs of claim at any time and in any respect (including, without limitation, the right to increase the amount of the claim); (b) file additional proofs of claim; (c) file requests for payment of administrative or priority expenses in accordance with 11 U.S.C. §§ 503 and 507; and/or (d) assert any rights of setoff, recoupment and any other remedies, claims, counter-claims, interests or defenses.

No Consent to Jurisdiction

By filing this Proof of Claim, Westminster RH Macedonia LLC does not submit to the jurisdiction of this court for any purpose other than with respect to this claim, and Westminster RH Macedonia LLC does not waive, and specifically preserves all of its procedural, substantive, and jurisdictional defenses to, any claim that may be asserted against Westminster RH Macedonia LLC by the Debtor or by any trustee or representative of the bankruptcy estate, including but not limited to any defense based upon the lack of jurisdiction of this Bankruptcy Court to entertain any such claim.