

S U B L E A S E



This Sublease, dated April 15, 1970, between OWENS-CORNING FIBERGLAS CORPORATION, a Delaware corporation, hereinafter referred to as "OCF" and as "Sublessor," and UNARCO INDUSTRIES, INC., an Illinois corporation, hereinafter referred to as "UNARCO" and as "Sublessee,"

WITNESSETH THAT:

WHEREAS, OCF has become the assignee of the Lessee's interest under an Indenture of Lease, hereinafter called "Lease," dated the 7th day of November, 1950 between GULF, MOBILE and OHIO RAILROAD COMPANY, as Lessor, and UNARCO, as Lessee, covering real estate located in Bloomington, Illinois, hereinafter referred to as the "Leased Premises," which assignment was given pursuant to the purchase by OCF of the Chembest Division of UNARCO, and

WHEREAS, UNARCO has used the Leased Premises for the operation of its Chembest Division and for the operation of its Sink Division, and

WHEREAS, OCF and UNARCO have agreed that UNARCO may continue to use a portion of the Leased Premises for the operation of its Federal Stainless Sink Division, which portion of the Leased Premises shall hereinafter be referred to as the "Subleased Premises," according to the terms of this Sublease as hereinafter provided for,

NOW, THEREFORE, Sublessor hereby sublets the Subleased Premises to the Sublessee, subject to all

the provisions, covenants, conditions and obligations contained in the Lease, which shall be deemed to be incorporated into and become a part of this Sublease, and in accordance with the provisions, covenants, conditions and obligations herein contained.

SECTION 1. Subleased Premises.

The Subleased Premises shall be the areas of the Leased Premises which are designated "FSS" on the floor plan of the building located on the Leased Premises, which floor plan is attached hereto as Exhibit "A".

SECTION 2. Length of Term.

The term of this Sublease shall commence on the date hereof and shall terminate on or before March 31, 1971. Sublessee may terminate this Sublease prior to March 31, 1971 by removing all of its trade fixtures, machinery, equipment, furniture, and items of personal property from the Subleased Premises. Upon termination of this Sublease by lapse of time or otherwise, Sublessee shall yield up possession of the Subleased premises to Sublessor in the same condition as they existed on the date hereof, ordinary wear and tear and damage by fire or other casualty excepted.

SECTION 3. Rent.

Sublessee shall have no obligation to pay any rental hereunder or incur any other monetary obligation hereunder to Sublessor except as hereinafter provided for.

SECTION 4. Use of Subleased Premises.

Sublessee shall have the right to use the Subleased Premises for the operation of its Sink Division in the same manner that said premises have been used by Sublessee under the Lease.

Sublessor shall permit Sublessee's employees to use common facilities, such as rest rooms, lunch rooms, etc., and shall allow Sublessee reasonable access to facilities essentially required in its business such as loading docks and transportation facilities.

SECTION 5. Reimbursement by Sublessee to Sublessor
for Expenses Incurred in Behalf of Sublessee.

Sublessee shall reimburse Sublessor for all amounts and charges relating to the use and occupancy by Sublessee of any portion of the Leased Premises, including but not limited to, all amounts and charges for all services, such as janitorial or security services, use of any facilities and equipment of Sublessor and use of any utilities and equipment of Sublessor and use of any utilities such as power, heat, electricity, gas, telephone, and water, which are not paid directly by Sublessee. Said amounts and charges shall be first apportioned on the basis of actual use by Sublessee, or if not capable of being measured by actual use, then on the basis of the prior accounting practice consistently applied in apportioning charges between the Unarco-Chembest Division and the Unarco Sink Division, or if that practice cannot be reasonably ascertained, then in the same ratio as the square footage of the floor area of the Subleased Premises bears to the total square footage of the floor area of the building in which the Subleased Premises are located, excluding from such total square footage the square footage of any common areas or facilities that are used by the Sublessor and Sublessee.

SECTION 6. Waiver of Claim.

Sublessee agrees that to the extent not expressed

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prohibited by law, the Sublessor, its agents and employees, shall not be liable for any damage either to person or property, sustained by the Sublessee or by other persons, due to the Leased Premises or any part thereof or any appurtenances thereof becoming out of repair, or due to the happening of any accident in or about the Leased Premises, or due to any act or neglect of Lessor or any agent or employee of Lessor. This provision shall apply equally (but not exclusively) to damage caused by water, snow, frost, steam, sewage, gas, sewer gas or odors, or by the bursting or leaking of pipes or plumbing works or the failure of any appurtenances or equipment, or by any other thing or circumstance above mentioned or referred to, or by any other thing or circumstance, whether of a like nature or of a wholly different nature. The Sublessee further agrees that all personal property upon the Subleased Premises shall be at the risk of the Sublessee only and that the Sublessor shall not be liable for any damage thereto or theft thereof.

SECTION 7. Indemnification of Sublessor.

Sublessee agrees to protect, indemnify and save harmless the Sublessor from and against any and all claims, demands and causes of action of any nature whatsoever, and any attorneys' fees and expense incident to the defenses thereof by Sublessor for injury to or death of persons or loss of or damage to property, occurring in the Subleased Premises, or in any manner growing out of or connected with Sublessee's use and occupation of said Subleased Premises during the terms of this Sublease.

SECTION 8. Insurance.

Sublessor shall cause Sublessee to be named as a party insured under the insurance that it carries under Article IV of the Lease; provided, however, that none of such insurance shall be payable to Sublessee, and said insurance shall be payable to Lessor and Sublessor in accordance with the provisions of the Lease.

SECTION 9. Removal of Trade Fixtures.

Sublessee shall comply with the provisions of paragraph 5(c) of the Agreement dated April 1, 1970 between OCF and Unarco with regard to the sale of the OCF-Chembest Division to OCF.

SECTION 10. Obligations of Sublessor.

Nothing contained in the Sublease shall in any way obligate Sublessor to perform any act required to be performed by Lessor under the Lease, nor shall Sublessor incur any liability to Sublessee by virtue of Lessor's failure to perform any act required of it.

IN WITNESS WHEREOF, Sublessor and Sublessee have caused this Sublease to be duly executed on the day and year first above written.

OWENS-CORNING FIBERGLAS CORPORATION,
Sublessor

By: Benjamin E. Boyd
Vice President

ATTEST:

[Signature]
Assistant Secretary

UNARCO INDUSTRIES, INC.,
Sublessee

By: [Signature]
President

ATTEST:

[Signature]
Secretary

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DATA BEARING ON THE SPECIAL
EXAMINATION OF THE BUILDING

