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ALAKE COUNTY TITLE COMPANY STATES OF CHICAGO TITLE INSURANCE COMPANY

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71300

AGREEMENT FOR LEASE OF REAL ESTATE GROUND LEASE ONLY

herein called Lessor, and WITNESSETH:	Marathon Oil Company, This Document	an Ohio corporation of ment is the pro-		called Marathon,
acknowledged, Lessor here	ideration of One Dollar (\$1 by gives and grants unto Ma	.00) and other valuable arathon, the exclusive rigi	considerations, receipt of to lease the premises he	einafter described
on the terms and condition	ns set forth, including the r	ight of extension, if any.	This option shall be good	until the 18t
day of September of Marathon, provided an United States mail, registed	executed copy thereof is de ered or certified, and posta PARAGRAPH IF OPTION	shall be exercised when livered to the Lessor either ge prepaid, on or before	executed by the duly au er personally or by deposit midnight of said expirat	thorized personnel ing the same in the
- 1	in consideration of the rense unto Marathon the premaion, if any.			_
	SCRIPTION: The premises and State of	A SAN THE RESIDENCE OF THE PARTY OF THE PART	· · · · · · · · · · · · · · · · · · ·	150
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Lots 20, 21 Block 1, Ke Lake County	1, 22, 23, 24 and elley-Semmes Boule, Indiana.	the north 10 fe evard Meights Ad	eet of Lot 25 in	
•	description to l		of survey is i	asued

4. TERM: Marathon shall have and hold the same, with all appurtenances, buildings and improvements thereon or hereafter constructed, for a term of Fifteen (15) years. The date on which said property has been properly zoned and the necessary permits have been issued by the appropriate governmental authorities permitting construction of a service station thereon, shall be the commencement date of this Lease, and such date shall be endorsed in the space at the end of this lease agreement. Said endorsement shall be acknowledged by both Lessor and Marathon, and thereafter this instrument may be recorded.

6. RENT: From and after the date on which said improvements are completed, but in no event later than six (6) months from the commencement date of this Lease, Marathon shall pay Lessor, as rental, the sum of Four Hundred——

Dollars (\$ 400.00.) per month payable monthly in advance on the first day of each and every calendar month during the Lease term and any extension or renewals thereof.

- 7. EXTENSION: As additional consideration for said rents and covenants to be paid and performed by Marathon, and as a condition thereto, Marathon is hereby given the right to extend this lease for Five (5) additional periods of Five (5) years each, upon the same rental, terms and conditions; provided, however, that Marathon shall give Lessor at least thirty (30) days' written notice before expiration of the primary term, or any extension, of its intention so to do.
- 8. SERVICE STATION CONSTRUCTION: It is understood that Marathon contemplates using said property for the storage and sale of petroleum products. Marathon shall have the right to remove any and all buildings and improvements located on the premises and to dispose of the same and Lessor hereby specifically releases and waives any and all right thereto or any salvage right therein. Marathon shall also have the right to construct upon said premises a gasoline service station building together with hecessary callipment, applicances and diveways in accordance with such design and specifications as it shall in its sole discretion determine. If at any time after the date hereof the construction, maintenance, or operation of a gasoline service station on the premises is prevented by federal, state, county, or municipal governmental authority, Marathon shall have at its election, the right to cancel this lease agreement upon thirty (30) days' written prior notice to Lessor of its intention so to do. The provisions of this paragraph shall apply in the event of failure of governmental authority to approve such reasonable building, pump island, advertising sign, and flood light pole set back limits, location of vehicular access driveways, and total underground storage capacity, as Marathon shall determine; and shall likewise apply in the event of any change of zoning classification or requirement. The parties hereto understand and agree that title to said improvements shall remain in Marathon and such improvements shall at all times be personal property regardless of the nature of fixation to the premises. The parties hereto further understand that the provisions of this paragraph are in no way intended to prohibit Marathon from using said property for any other lawful business purpose.
- ance and assessments against the demised premises as and when they become due; including real estate taxes, and all taxes levied against that equipment, buildings or other property which it may install or have located on said premises and will, at Marathon's expense, make all structural repairs necessary to keep any buildings in tenantable condition. It is the intention of the parties that Marathon shall pay all taxes and assessments for which Marathon has contracted during the lease term and any extension or renewals thereof. Real estate taxes to be prorated as of the commencement date of this lease.

11. DESTRUCTION OF BUILDING: In the event that any buildings located on the premises are partially or within

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10. REMOVAL OF EQUIPMENT AND PROPERTY: Marathon is hereby given the right to remove any equipment, building and property that it may have located on the premises, provided the same shall be removed within thirty (30) days after the termination or cancellation of this lease or any extension thereof; provided, however, in the event Marathon elects to remove the service station building, Marathon shall completely clear said premises and grade the same.

11. DESTRUCTION OF BUILDING: In the event that any buildings located on the premises are partially or totally destroyed by any cause not chargeable to the negligence of Marathon, its agents, successors, or nominees, the rental payable under this lease shall abate until such time as the premises are restored; provided, however, said abatement shall not exceed the total of one hundred twenty (120) days. Marathon agrees to rebuild and restore said improvements in the event of such partial or total destruction. Marathon will insure said buildings for the full insurable value thereof; and Lessor hereby specifically releases and waives any and all claims to the proceeds of such insurance, or any part thereof, and agrees to remit, transfer and assign to Marathon any and all insurance proceeds or the right thereto which may be received or accrued by reason of such insurance.

12. CONDEMNATION: The parties understand and agree that in the event the leased premises or a part thereof sufficient to interfere with the business for which said premises are used, as Marathon shall determine, shall be condemned, appropriated, or otherwise taken by right of eminent domain, Marathon shall have the right to cancel this lease on thirty (30) days' written prior notice to Lessor and in the event of such cancellation, Marathon specifically agrees to waive and release any and all right to share in or participate in such condemnation award or payment.

13. DEFAULT: If the rent reserved to Lessor, or any part thereof, shall remain unpaid for a period of ten (10) days after it becomes due, or if Marathon shall be in default with respect to any of its covenants herein contained, Lessor, his agent or agents, shall immediately notify Marathon. Said notice shall state specifically the default and if the default is not performed within fifteen (15) days after the receipt of such notice, Lessor may declare this lease canceled and be relieved from further performance hereunder.

13 a. Should Lessor be in default with respect to any of the covenants and conditions in this lease, Marathon shall notify Lessor, said notice stating specifically the default, and Lessor shall have fifteen (15) days after the receipt of said notice to perform any covenants or conditions with respect to which Lessor is in default. On failure to do so, Marathon may, at its election, perform or fulfill any of the defaulted covenants or conditions, and deduct the cost of same from rentals accruing hereunder, or it may declare this lease canceled and be relieved from further liability hereunder.

13 b. In the event that Lessor or Marathon waives a default by the other party, such waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default on the part of either party.

13 c. All notices and demands herein required shall be in writing and shall not be deemed sufficient unless given by mailing the same by registered or certified United States mail, addressed to the Lessor at 575 Broadway, Gary, Indiana, or addressed to Marathon at its home office at 539 South Main Street, Findlay, Ohio, and the mailing thereof shall be deemed sufficient service.

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14. WARRANTY: Lessor covenants and agrees with Marathon that Lessor is the lawful owner of the premises, that the same are free and clear of all liens, claims and encumbrances except restrictions of record and Building and Zoning Ordinances

and Lessor will defend the same against all claims whatsoever. Lessor further covenants and agrees that Marathon, by paying the rents and observing and keeping the covenants of this lease on its part to be kept, shall lawfully, peaceably, hold, occupy and enjoy the premises during the term herein created, or any extension, without any let, hindrance or molestation by Lessor, or by any person or persons claiming lawfully under Lessor.

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14a. Marathon wills at 150 own expense keep the buildings which may be situated on said premises and fall appurtenances thereunto belonging, together with the sidewalks, in good, safe and secure condition. Marathon shall save the Lessor harmless and free from any loss, cost, damage or expense arising out of any accident or other occurrence, causing injury to any person or property, and due directly or indirectly to the use of occupancy of said premises by Marathon, its successors or assigns. Marathon, its successors or assigns, shall save Lessor, its heirs or assigns, free from any loss, damage or expense arising out of the failure of said Marathon, its successors or assigns, to comply with the requirements and provisions of this Lease.

15. TITLE EVIDENCE: In the event Marathon exercises the option herein above provided or otherwise accepts this lease, Lessor agrees to furnish Marathon a policy of title insurance or commitment therefor in an amount equal to ten times the annual rent, showing marketable title to said property in Lessor. Marathon's attorney shall have a reasonable time from the date he is furnished with said evidence of title in which to examine the same and satisfy himself as to the marketability of the Lessor's title. In the event Marathon's attorney should note any objections to title, Lessor shall be notified thereof and shall cure such objections or assist Marathon in curing the same in such reasonable time as the parties may agree. In the event said objections cannot be cured, Marathon may vacate the premises and pay to Lessor the prorated rent for the period of time which Marathon has been in possession of said premises.

16. ASSIGNMENT OR SUBLEASE: Marathon shall have the right to sublet all, or any portion of the premises, or assign this lease to any reputable or responsible person, firm or corporation, so long as Marathon is not in default with respect to payment of rent or in the performance of any of the terms and conditions of this lease.

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17. OPTION TO PURCHASE: In the event Lessor receives a bona fide offer to purchase the premises during the term of this lease, or any extension thereof, and desires to accept the same, Marathon shall have the first right and option to purchase said premises at the same price and upon the same terms and conditions as offered by any such prospective buyer. Immediately upon receiving any such offer to purchase, Lessor shall notify Marathon in writing, setting forth the name and address of the prospective purchaser and the full details of such offer. Marathon shall have a period of twenty (20) days after receipt of said notice in which to notify Lessor of its election to purchase on the terms contained in said bona fide offer. Marathon shall likewise have an option of first refusal in the event Lessor receives a bona fide offer to lease said premises for a term to commence upon the expiration of this lease or any extension thereof.

17a. In the event Marathon exercises its option of first refusal, Lessor will again furnish title evidence as provided in Paragraph 15 above and if title is found to be acceptable, Lessor agrees to convey promises to Marathon by general warranty deed.

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18. No change of ownership of the leased premises or the designation of rental payments shall be binding upon Marathon until it has received written notice thereof and is furnished with evidence satisfactory to it of any such change.

19. Wherever the words "Lessor" and "Marathon" appear in this lease, they shall include the parties and their respective heirs, devisees, executors, administrators, successors and assigns. The word "Lessor" as used herein, shall be construed to include the plural as well as the singular; and the necessary grammatical changes required to make the provisions apply to either corporations or individuals, masculine or feminine, shall in all cases be assumed as though fully expressed.

19a. Exculnation clause attached hereto is made a part hereof.

solely as Trustee under the terms of that certain agreement dated the lst day of November , A.D. 19^{62} , creating Trust # 5365 ; and it is expressly understood and agreed by the parties hereto anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings, representations and agreements herein made are made and intended, not as personal covenants, undertakings, representations and agreements of the Trustee, individually, or for the purpose of binding it personally, but this instrument is executed and delivered by the BANK OF INDIANA, NATIONAL ASSOCIATION, as Trustee, solely in the exercise or the powers conferred upon it as such Trustee under said agreement and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or enforced against the BANK OF INDIANA, NATIONAL ASSOCIATION, on account hereof, or on account of any covenant, undertaking, representation, warranty or agreement herein contained, either expressed or implied, all such personal liability, if any, being hereby expressly waived and released by the parties hereto or holder hereof, and by all persons claiming by or through or under said parties or holder hereof. 20. This Lease expresses the entire agreement between the parties hereto. caused this instrument to be executed by its day of June, 1970. (SEAL) Bank of Indiana, Trustee u/t/a dated M 11/1/62 knowp as Trust Number 5365 (SEAL) ATTEST Trust Officer (SEAL) LESSOR SEPTEMBER The foregoing Agreement is accepted this _____ day of 19.70, and such shall be the date of this instrument.

THIS INSTRUMENT is executed by the undersigned Trustee, not personally but

G. H. Jones

19a.

MARATHON OH, COMPANY

AUTHORIZED SIGNATURE, W. COOK

CHICAGO REGION MANAGER

15. TITLE EVIDENCE: In the event Marathon exercises the option herein above provided or otherwise accepts this
lease, Lessor agrees to furnish Marathon a policy of title insurance or commitment therefor in an amount equal to ten
times the annual rent, showing marketable title to said property in Lessor. Marathon's attorney shall have a reasonable time
from the date he is furnished with said evidence of title in which to examine the same and satisfy himself as to the marketabil-
ity of the Lessor's title. In the event Marathon's attorney should note any objections to title, Lessor shall be notified thereof
and shall cure such objections or assist Marathon in curing the same in such reasonable time as the parties may agree. In
the event said objections cannot be cured, Marathon may vacate the premises and pay to Lessor the prorated rent for the
period of time which Marathon has been in possession of said premises.

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17. OPTION TO PURCHASE; In the event Lessor receives a bona fide offer to purchase the premises during the term of this lease, or any extension thereof, and desires to accept the same, Marathon shall have the first right and option to purchase said premises at the same price and upon the same terms and conditions as offered by any such prospective buyer. Immediately upon receiving any such offer to purchase, Lessor shall notify Marathon in writing, setting forth the name and address of the prospective purchaser and the full details of such offer. Marathon shall have a period of twenty (20) days after receipt of said notice in which to notify Lessor of its election to purchase on the terms contained in said bona fide offer. Marathon shall likewise have an option of first refusal in the event Lessor receives a bona fide offer to lease said premises for a term to commence upon the expiration of this lease or any extension thereof.

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19a. Exculpation clause attached hereto is made a part hereof.

20. This Lease expresses the entire agreement between the parties hereto.

	The foregoing Agreement is accepted this day	of SEPTEMBER	, 19.70, and
2	PARTER 1324-11	LESSOR	
	Top will have the		(SEAL)
1	J. Kadigen, Vice Pres & Trust Officer	R. G. Dwyer, Trust of	ficer
By:	Markinga	ATTEST:	(SEAL)
11/	1,62 known as Trust Number 5365	12	(SEAL)
Ban	k) of Tudiana, Trustee u/t/a dated		(SEAL)
1			(OLAU)
. 3	San Training to the san to the sa		(SEAL)
	5.4 3. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4. 4.		

such shall be the date of this instrument.

MARATHON OIL COMPANY

G. H. Jones

AUTHORIZED SIGNATU

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AUTHORIZED SIGNATURE, W. COOK CHICAGO REGION MANAGER