

Hammond, Ind 21

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This Instrument Prepared by:  
Elizabeth S. Bunn  
P. O. Box 2197  
Houston, Texas 77252

LAWYERS TITLE INS. CORP.  
7895 BROADWAY  
MERRILLVILLE, IND. 46410

ASSIGNMENT OF LEASE

STATE OF INDIANA §  
COUNTY OF LAKE § KNOW ALL MEN BY THESE PRESENTS:  
§

CONOCO INC. (formerly known as Continental Oil Company),  
a Delaware corporation, whose address is P. O. Box 2197,  
Houston, Texas 77252, Assignor herein, for and in consideration  
of the sum of Ten Dollars (\$10.00) and other good and valuable  
consideration, the receipt of which is hereby acknowledged,  
does by these presents bargain, sell, assign and transfer  
unto WITHAM SALES & SERVICE, INC., Assignee herein, whose  
address is 2427 167th Street, Hammond, Indiana 46323,  
successors and assigns, that certain Lease dated May 1978,  
by and between Alta S. Ottenheimer, as Lessor, and Continental  
Oil Company, as Lessee, a copy of which is attached as  
Exhibit "A" hereto and made a part hereof, which said Lease  
covers the following described premises situated in the  
County of Lake, State of Indiana, to-wit:

STATE OF INDIANA S.S. NO  
LAKE COUNTY  
FILED FOR RECORD  
JAN 19 8 55 AM '84  
WILLIAM DIETSKY JR  
RECORDER

The West Seventy-seven (77) feet of Lot 35 to Lot  
38, both inclusive, in Block 25, as marked and laid  
down on the recorded plat of Unit Seven (7) of  
Woodmar, in the City of Hammond, Lake County,  
Indiana, as the same appears of record in Plat Book  
16, page 34, in the Recorder's Office of Lake  
County, Indiana.

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TO HAVE AND TO HOLD the said leased property and the appurtenances thereunto belonging unto the said Assignee, its successors and assigns, for the term mentioned in said Lease, and said Assignee does hereby agree that it will perform all of the terms, covenants and conditions to be performed by Assignor by provisions of the Lease and specifically assumes all rights, duties and liabilities of the Assignor under said Lease.

FURTHER, Assignee agrees to indemnify and hold Assignor harmless from all claims, damages and costs that may arise through the use of said leased premises by Assignee, its agents, employees, successors and assigns.

EXECUTED this 30th day of December, 19 83.

ATTEST:

CONOCO INC., Assignor

J.O. Cornell  
Assistant Secretary

By: Gary Edwards  
Vice President

FORM APPROVED  
[Signature]  
ATTORNEY  
[Signature]  
T.M.L.

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, ELAINE COUCH, a Notary Public, this 30th day of December, 19 83, personally appeared CONOCO INC., by GARY EDWARDS, its Vice President, and acknowledged the execution of the foregoing instrument.

(15) Successors and Assigns. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors or assigns.

(16) Entirety of Agreement. No prior stipulation, agreement, or understanding, verbal or otherwise, of the parties or their agents, shall be valid or enforceable unless embodied in the provisions of this lease.

(17) Approval and Signing by Lessee. This agreement, whatever the circumstances, shall not be binding on Lessee unless and until approved and signed on its behalf by one of its Vice Presidents.

(18) Special Provisions. In the event Lessor receives a bona fide offer to purchase the demised premises, which offer Lessor intends to accept, the property shall first be offered to Lessee upon the same terms and conditions as are contained in the offer to purchase. Lessee shall have an option for thirty (30) days to purchase the demised premises upon the same terms and conditions as are contained in the offer to purchase.

IN WITNESS WHEREOF, Lessor and Lessee have hereinto subscribed their names the day and year first above written.

ALTA S. OTTENHEIMER

Alta S. Ottenheimer

Lessor

ATTEST:

Robert M. Daniels  
Assistant Secretary

CONTINENTAL OIL COMPANY

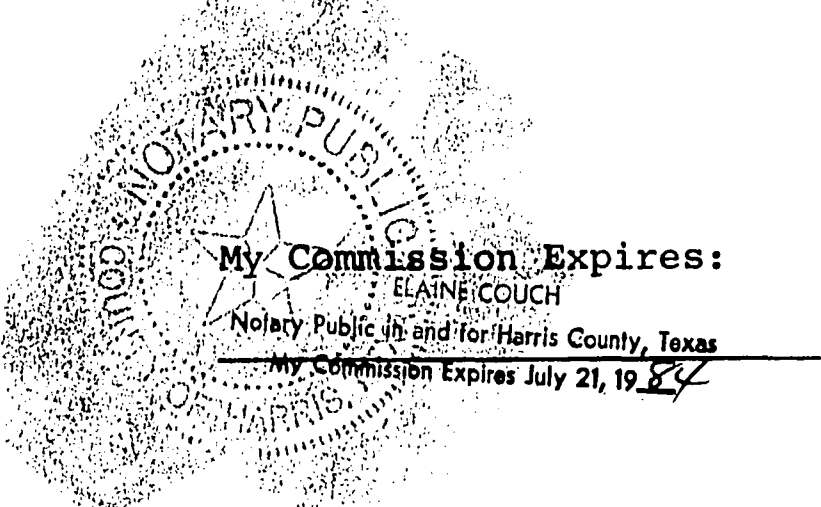
By [Signature]  
Vice President  
DAVID I. MCINTO  
Lessee

[Signature]  
FORM APPROVED  
1926  
ATTORNEY



IN WITNESS WHEREOF, I have hereunto set my hand and seal  
the day and year last above written.

Elaine Couch  
Notary Public in and for  
Harris County, Texas



ACCEPTED AND AGREED TO THIS THE  
10<sup>th</sup> day of January, 1984.

WITHAM SALES & SERVICE, INC., Assignee

BY James W. Witham  
Asst. Treas.

498301

*John Paul Company  
1231 Cass Street  
Chicago, Illinois*

L E A S E

AGREEMENT, dated the 1st day of May, 1978, by and between Alta S. Ottenheimer, hereinafter designated "LESSOR", whose post office address is 4329 Baring Avenue, East Chicago, Indiana and CONTINENTAL OIL COMPANY, a Delaware corporation, hereinafter called "LESSEE," having a place of business at Corporate Woods, 10890 Benson, Overland Park, Kansas 66210.

(1) Premises Leased. Lessor hereby leases unto Lessee a tract of land in the city of Hammond, county of Lake, state of Indiana, described as follows, to-wit:

The West Seventy-seven (77) feet of Lot 35 to Lot 38, both inclusive, in Block 25, as marked and laid down on the recorded plat of Unit Seven (7) of Woodmar, in the City of Hammond, Lake County, Indiana, as the same appears of record in Plat Book 16, page 34, in the Recorder's Office of Lake County, Indiana.

and including all appurtenances thereto, and all right, title, and interest of Lessor in and to any and all roads, streets, and ways bounding the said premises, subject to any exceptions hereinafter noted.

RECORDED  
MAY 11 1978  
L.S. 110

(2) Term. TO HAVE AND TO HOLD for a term of three (3) years from the date hereof. Lessee shall have the option to renew or extend this lease upon the same terms and conditions for one additional term of three (3) years, by giving Lessor written notice of election to so extend the term at least sixty (60) days prior to the expiration of the primary term herein provided for. The words "continuance of this lease" as hereinafter used shall mean the primary term and all renewals or extensions thereof, unless the contrary is expressly provided.

(3) Rental. Lessee agrees to pay the following rent for said premises. The sum of Seven Hundred Dollars (\$700.00) per month during the primary term hereof. If Lessee exercises its option to renew this lease as hereinabove provided, the rent for said premises during such option period will be the sum of Eight Hundred Dollars (\$800.00) per month. Lessor agrees that Lessee may tender or pay all rentals due to Lessor at his address above set out, unless otherwise directed in writing by Lessor; or, Lessee may pay all rentals due by depositing its check for same to Lessor's credit in the \_\_\_\_\_ Bank at \_\_\_\_\_, or its successor or successors, as Lessor's agent, if (1) a check tendered to Lessor at the address shown is returned unclaimed, or (2) more than one lessor is to receive a rental payment; provided, however, Lessee shall not be bound by any assignment or transfer by Lessor of the premises or any part thereof, either voluntary or by operation of law, unless and until furnished with the recorded original of such assignment or transfer, or a certified copy thereof. If any rental installment shall remain due and unpaid for thirty (30) days after written notice of such default has been delivered to the Division Manager of Marketing Department of the Continental Oil Company at Corporate Woods, 10890 Benson, Overland Park, Kansas 66210, Lessor shall then have the right to terminate said lease on thirty (30) days' written notice to Lessee, without prejudice to any other right or remedy given to Lessor by applicable law.

(4) Maintenance. (a) During the continuance of this lease Lessee shall, at Lessee's expense, make necessary repairs to said premises, buildings, improvements, and equipment, including repairs to plumbing, heating, electrical wiring and fixtures, and replacement of broken windows. Lessee agrees

aint the buildings and improvements whenever it deems such painting necessary.

(b) Lessor further agrees that in the event any structures on said premises are damaged or destroyed, Lessor shall notify Lessee within twenty (20) days from the date of such destruction or damage whether or not Lessor intends to restore the premises to their former condition, and if Lessor so elects to restore the premises to their former condition Lessor shall replace within one hundred twenty (120) days any such structures damaged or destroyed in any manner. If Lessor fails to notify Lessee within said twenty (20) day period, or notifies Lessee that Lessor does not intend to restore the premises, or fails to restore the same, Lessee at its election may immediately terminate the lease effective as of the date the damage or destruction occurred, in which event rental shall abate from the date of destruction or damage, or Lessee may do the necessary repairing or rebuilding and may apply accruing rentals to reimburse itself for the principal expenditure, together with interest at six per cent per annum. If prior to and/or during the time the premises are undergoing repairs the use thereof by Lessee is materially interfered with, the rent accruing during such periods shall abate.

(5) Removal of Property. Lessee shall have the right at any time during the continuance of this lease, or within thirty (30) days after its termination, whether by lapse of time or otherwise, to sever and remove from said premises any improvements or equipment owned or placed on said premises by Lessee or any of its sublessees, provided that same can be removed without causing waste to the freehold and the premises shall be repaired to the same or comparable condition



prior to the removal of said equipment, but Lessee shall not be required to cover and remove same.

(6) Lessee's Right of Termination. Should Lessee or its sublessee be prevented from establishing or continuing the business of distributing petroleum products through a retail service station on the whole or any part of said premises due to any law, ordinance, or regulation by any federal, state, or local governmental authority (but excluding federal gasoline rationing), or order of any court prohibiting such business on said premises, or to any restriction on the demised premises, and such restriction is not removed within ninety (90) days, then the Lessee may terminate this lease upon giving thirty (30) days' written notice, in which event the rental obligation shall abate from the date that the Lessee is prevented in any manner from doing business on said premises. If during the continuance of this lease any part of said premises or any right appurtenant thereto, including but not limited to the right of convenient and direct access to the streets and highways adjacent thereto, shall be taken for public use under the right of eminent domain, or by any conveyance in lieu thereof, and if in the opinion of Lessee the remainder is not suitable for its purpose, Lessee at its option may cancel and terminate this lease on giving thirty (30) days' written notice to Lessor, in which event the rental obligation shall be prorated to the date of such termination. The right of termination herein granted shall be in addition to and cumulative to any right or remedy otherwise granted Lessee under this agreement or by applicable law. Lessee to comply with all existing and future ordinances and statutes involving the status of this leasehold. Lessor shall not be required to expend more money in replacing the structure than the property is insured for.

(7) Damages for Defect in Title. Lessor covenants that he is well seized of said premises, has good right to lease the same, and warrants and agrees to defend the title thereto; and to reimburse and hold Lessee harmless from all damages and expenses which Lessee may suffer by reason of any restriction, encumbrance, or defect in such title. Lessor agrees that Lessee shall have the right at any time to redeem for Lessor by payment of any mortgage, or other liens, on said lands and premises, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof; and, in addition thereto, Lessee shall have the right to apply accruing rentals in satisfaction of such obligations; or Lessee, in the event of the foreclosure of any such lien, and the sale of the demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

(8) Taxes. Lessee agrees to pay, as they become due and payable, all general property taxes and installments of special assessments upon the demised premises. If Lessee should fail to do so, Lessor may make such payment for the account of Lessee, and in addition thereto, shall have the right to terminate said lease on thirty (30) days' written notice to Lessee, without prejudice to any other right or remedy given to Lessor by applicable law.

(9) Insurance. Lessee shall furnish Lessor a certificate of coverage under its master coverage policy for the sum of Fifty Thousand Dollars (\$50,000.00) fire and extended coverage on the building. It is understood between the parties that the first Twenty-five Thousand Dollars (\$25,000.00) of said coverage is excluded; Lessor is to provide said first Twenty-five Thousand Dollars (\$25,000.00) from its own funds. It is further agreed that Lessor shall furnish Lessor with a certificate of coverage under its master coverage policy for public

Liability in the amount of Five Hundred Thousand Dollars (\$500,000.00) per individual and One Million Dollars (\$1,000,000.00) per incident.

Lessee retains title to the following service station equipment on said premises:

2	550 gallon Underground Tanks
2	10,000 gallon Underground Tanks
1	6,000 gallon Underground Tank
1	Safe
1	Air Compressor, Wayne MD 6589
4	Nu-Art Light Poles
7	Nu-Art Light Fixtures
3	Submersible Pumps
2	Tokheim 126-4 Consoles
2	Tokheim 87-4 Computers
2	Tokheim 87-ADP Power Supply
4	Tokheim 162-2RC TW Electric Pumps
1	Modular 6x44 Sign with Poles
1	6x6 FASGAS Sign with Pole
1	6' Glass Showcase
1	U-45 Dairy Case
	Miscellaneous Sales Room Equipment

(10) Use of Premises. Lessee shall have the right, from time to time as it may desire, to erect such buildings, structures, driveways, and pump islands, and to install such storage tanks, pumps, lifts, hoists, and other equipment, and to make such other installations and constructions on the premises as it may deem proper for the sale and distribution of petroleum products, automobile accessories, and such other items which are commonly sold and distributed from similar outlets. Lessee agrees to comply with all health, safety, and sanitary laws and regulations pertaining to the demised premises.

(11) Additional Option to Extend Term. If before the termination of this lease, Lessor shall receive a bona fide offer to lease the demised premises for a term to begin subsequent to the primary term or any extension or renewal thereof, and Lessor desires to accept such offer, Lessor shall immediately submit to Lessee a written copy of such

proposed lease with a full disclosure of all terms and provisions thereof, and Lessee shall have fifteen (15) days after receipt thereof in which to elect to lease such premises upon the same terms and provisions contained in such offer. It is agreed that if Lessee does not in any instance elect to lease said premises in accordance with the provisions of this paragraph, such failure shall in no way limit or affect Lessee's right and option to extend this lease as provided in paragraph (2) hereof; and, conversely, no neglect or failure to renew or extend the lease under paragraph (2) above on the part of Lessee shall be construed to limit or affect Lessee's right and option under this paragraph.

(12) Holdover. If at the expiration or termination of this lease or any extension thereof, Lessee shall hold over for any reason, the tenancy of Lessee thereafter shall be from month to month only, and be subject to all the other terms and conditions of this lease, in the absence of a written agreement to the contrary.

(13) Assignment and Subletting. Lessor consents that Lessee may assign or sublet the premises, provided that Lessee shall remain liable to Lessor for the performance of all the terms hereof.

(14) Notice. Notices from Lessee to Lessor shall be sufficient if delivered to Lessor, or if by telegram, or if placed in the United States mails addressed to the Lessor at the address shown in this lease. Notices from Lessor to Lessee shall be sufficient if posted in the United States mails, postage prepaid, addressed to Lessee at Lessee's place of business as shown in this lease.