

4175M

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

742372

AMENDMENT I TO LEASE (GRIFFITH)

This Amendment entered into as of this 1st day of July, 1983, between Petroleum Terminals, Incorporated (hereinafter referred to as "Lessor"), an Indiana corporation, with offices at 539 South Main Street, Findlay, Ohio; Conoco, Inc. (formerly known as Continental Oil Company), a Delaware corporation (hereinafter referred to as "Conoco"), with offices at Houston, Texas; and Marathon Petroleum Company (formerly known as Marathon Oil Company), an Ohio corporation, (hereinafter referred to as "Marathon"), with offices at Findlay, Ohio.

W I T N E S S E T H :

WHEREAS, the parties hereto entered into a certain Lease dated as of October 1, 1958 for the leasing of that certain petroleum products terminal owned by Lessor and located at Griffith, Indiana (hereinafter referred to as "Lease"); and

WHEREAS, Marathon, Conoco, and Lessor desire to extend the Lease and amend the terms, as set forth below, under which Conoco and Marathon will continue as the Lessees of the Griffith, Indiana facility.

NOW, THEREFORE, in consideration of the premises set forth herein, the parties hereto agree as follows:

- 1. That Paragraph 1 ("Leased Property; Term of Lease") of said Lease shall be amended, in part, as follows:

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORDING  
JAN 24 9 12 AM '83  
WILLIAM BIELSKA, JR.  
RECORDER  
Book 728, page 151

JM  
1/4/83

(a) The original date "October 1, 1958" is hereby amended to read "July 1, 1983";

(b) The original date "July 1, 1983" and the remaining text of Paragraph 1 is hereby amended to read "July 1, 1985 and continuing from year to year thereafter until cancelled by either party upon one (1) year's written notice to the other party prior to the end of any term; provided, however, that the subsurface property which constitutes only the underground LPG caverns contained within the Leased Land shall be leased for an initial term of ten (10) years, with an option to renew for one additional ten (10) year term, commencing July 1, 1983. In the event the surface lease term shall expire prior to the expiration of the subsurface lease term, Lessees shall retain (1) necessary rights of ingress and egress; (2) the right to build and maintain roads and facilities in connection with the LPG underground storage; (3) and the right to use as much of the surface area as is reasonably necessary and incidental to such underground gas storage for the term of this Lease. Notwithstanding anything to the contrary, in the event the surface lease term should expire before the subsurface lease term, the Lessee then having exclusive use of the LPG caverns shall assume all responsibilities and obligations under this Lease as it pertains to the subsurface property."

2. That Paragraph 2 ("Basic Rent") shall be amended, in its entirety, as follows: Effective as of July 1, 1983, each Lessee will pay to Lessor, without notice or demand, in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts, at the office of Lessor in Findlay, Ohio, or at such place or to such agents as Lessor or any Assignee (as such term, together with certain other terms, is defined in Section 42 hereof) from time to time may designate, One Thousand Dollars (\$1,000.00), payable in advance on the first day of each month (the "Basic Rent"), over and above the additional payments to be made by Lessees as provided herein. This Basic Rent requirement shall supersede and nullify the rental payment Letter Agreement dated March 2, 1970 between the parties hereto.

3. That Paragraph 3 ("Additional Rent") shall be amended, in part, as follows: The term "6%" is hereby amended to read "12%".

4. That the tables referenced in Paragraph 6 ("Obligations of Lessees Several and Not Joint") shall be amended as follows:

<u>Lessee</u>	<u>Proportion</u>
Marathon . . . . .	50%
Conoco . . . . .	<u>50%</u>
	100%

5. That Paragraph 26 ("Right of Lessor and Assignee to Perform Lessees' Covenants, etc.") shall be amended, in part, as follows: The term "6%" is hereby amended to read "12%".

6. That Paragraph 43 ("Notices etc.") is hereby amended, in its entirety, as follows: All notices and other communications hereunder shall be in writing and shall be deemed to have been properly given if delivered or mailed by First Class Registered or Certified Mail, postage prepaid, addressed (a) if to Lessor at 539 South Main Street, Findlay, Ohio 45840, or at such other address as Lessor from time to time may have designated by notice to Lessees and any Assignee, or (b) if to any Assignee, at such address as such Assignee from time to time may have designated by notice to Lessor and Lessees, or (c) if to Marathon, at 539 South Main Street, Findlay, Ohio 45840, or at such other address as Marathon from time to time may have designated by notice to Lessor and any Assignee, or (d) if to Conoco, at P. O. Box 2197, Houston, Texas 77001, or at such other address as Conoco from time to time may have designated by notice to Lessor and any Assignee.

7. That Schedule 1 ("Description of Leased Land") is hereby amended to include the following new paragraph: Excepting herefrom that 20.912 acre parcel sold by Lessor to Texas Eastern Transmission Corp. effective October 7, 1970.

This Agreement may be executed in any number of counterparts, each of which when executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment I to the Lease to be executed by their respective, duly authorized, officers as of the date first above written.

PETROLEUM TERMINALS, INCORPORATED  
(LESSOR)

Attest: *F. H. Jones*  
Assistant Secretary

By *R. W. Jamison*  
President



CONOCO INC. (LESSEE)

Attest: *Jennifer Garcia*  
Assistant Secretary

By *Arthur W. Decker*  
Vice President

MARATHON PETROLEUM COMPANY  
(LESSEE)

Attest: *F. H. Jones*  
Assistant Secretary

By *S. H. Nichols*  
Vice President

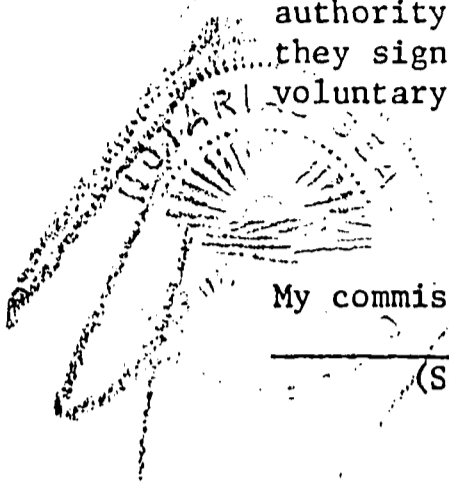


This instrument prepared by:  
Scott G. Brown, Esquire  
Marathon Petroleum Company  
539 South Main Street  
Findlay, Ohio 45840

Originals should be returned to the above.



and say that they reside at 539 South Main Street, Findlay, Ohio 45840; that they are a Vice President and Assistant Secretary, respectively, of Marathon Petroleum Company, one of the corporations described in and which executed, the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed under authority of the Board of Directors of said corporation; and that they signed their names thereunto by like order, as their free and voluntary act.



*Scott C. Brown*  
\_\_\_\_\_  
Notary Public

My commission expires:

\_\_\_\_\_  
(Seal)

**Scott C. Brown, Attorney at Law**  
**Notary Public-State of Ohio**  
**My commission has no expiration date.**  
**Section 147.03 R.C.**