

President _____, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Findlay, Ohio, this 24th day of November, 1987.

Charlotte Kaufman
Notary Public

My Commission Expires:

CHARLOTTE KAUFMAN
Notary Public, State of Ohio
My Commission Expires Jan. 14, 1989

STATE OF OHIO)
) SS.
COUNTY OF CLARK)

BEFORE ME, a Notary Public in and for said State of Ohio personally appeared the above named Emro Marketing Company, a Delaware corporation, by G. E. Buroker, its President, who acknowledged that he did sign the foregoing instrument and that the same is the free act and deed of said corporation, and the free act and deed of him personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Findlay, Ohio, this 25th day of November, 1987.

Donna Reynolds
Notary Public

My Commission Expires:

DONNA REYNOLDS
Notary Public, State of Ohio
My Commission Expires April 6, 1989

This Instrument Prepared By:
Kevin G. Nowe
539 South Main Street
Findlay, Ohio 45840

SCHEDULE 1
to Memorandum of Lease and Agreement

DESCRIPTION OF LAND

Real estate in Lake County, in the State of Indiana,
to-wit:

A part of the Southeast quarter of the Northwest quarter of Section 19, Township 35 North, Range 8 West of the 2nd P.M., lying North of the Lincoln Highway in Lake County, Indiana, described as: Beginning at the point of intersection of the East line of said North west quarter with the North right-of-way line of 200 foot wide Lincoln Highway (U. S. 30) as now occupied and monumented, said point of intersection being in the centerline of Whitcomb Street and 2361.5 feet South of a Railroad spike marking the Northeast corner of said Northwest quarter; as measured along the East line of said Northwest quarter; thence North along the East line of said Northwest quarter 226.0 feet; thence West at right angles 230 feet; thence South at right angles 174.0 feet, more or less, to the North right-of-way line of 200 foot wide Lincoln Highway; thence Southeasterly along said North right-of-way line of Lincoln Highway 235.8 feet to the point of beginning.

Leased station address: Route 30 & Whitcomb St.
Merrillville, IN

SCHEDULE 2
to Memorandum of Lease and Agreement

PERMITTED ENCUMBRANCES

1. Rights of the public and governmental entities in and to that part off the East side taken for Whitcomb Street.
2. Perpetual easement as evidenced in Quit Claim Deed dated April 14, 1969 and recorded May 21, 1969, as Document No. 17307, made by Richard Klaas, an unmarried adult, to the Board of County Commissioners of Lake County, Indiana, for highway purposes over and across the following described real estate in Lake County, Indiana, to wit:

East 10 feet of the following described real estate:

The South half of the Northwest quarter of Section 19, Township 35 North, Range 8 West of the 2nd P.M., Lake County, Indiana, lying North of the Lincoln Highway and East of the Chicago and Erie Railroad right-of-way, with other lands.

3. Easement for Sanitary Sewer Line and Water Main over and upon the North 10 feet of the property described in the Description of Land, said Easement dated November 12, 1985 from Marathon Petroleum to Daniel H. Resnick and Shirley A. Resnick, recorded on December 17, 1985 as Document No. 833284 in the Lake County, Indiana Records.
4. Roadway Easement Agreement dated April 15, 1970 and recorded March 3, 1971, as Document No. 91550, made by and between Broadmoor Corporation and Marathon Oil Company, granting a 40 foot roadway easement affecting the West 20 feet of premises in question and other real estate.

For further Particulars See Record.

5. Easement for Electrical Lines dated February 9, 1971 and recorded April 13, 1971 as Document No. 95979, made by and between Marathon Oil Company, an Ohio corporation and Northern Indiana Public Service Company, an Indiana corporation, its successors and assigns, granting an easement in, upon, along and over the South 15 feet of premises in question.

For Further Particulars See Record.

6. Easement for Gas Mains, and pipelines dated October 26, 1971 and recorded November 11, 1971, as Document No. 124729, made by and between Marathon Oil Company, an Ohio corporation to Northern Indiana Public Service Company, an Indiana corporation, its successors and assigns, granting an easement in, upon, along and over the South 10 feet of premises in question.

For Further Particulars See Record.

Leased station address: Route 30 & Whitcomb St.
Merrillville, IN

SCHEDULE 3
to Memorandum of Lease and Agreement

EASEMENTS

Grant of Easement for gravity, feed, drain of surface run-off water dated October 14, 1985, granted by First Bank of Whiting, as Trustee, to Marathon Petroleum Company and recorded in Lake County, Indiana records on November 6, 1985 as Document No. 827595.

Leased station address: Route 30 & Whitcomb St.
Merrillville, IN