

THIS INSTRUMENT IS BEING RE-RECORDED TO  
CORRECT LEGAL DESCRIPTION

SJC, Inc. - 12/3 Master  
#R - Schererville Lot

93027266

93005052

COLLATERAL ASSIGNMENT OF LEASE AGREEMENT

STATE OF INDIANA/S.S.NO.  
LAKE COUNTY  
FILED FOR RECORD  
JUN 25 8 44 AM '93  
SAMUEL L. HUGHES  
RECORDER

THIS COLLATERAL ASSIGNMENT OF LEASE AGREEMENT ("Assignment") is made as of December 8, 1992, by SJC, INC., an Indiana corporation and formerly known as Stanley J. Clark, Inc. ("Tenant"), to FIRST MIDWEST BANK/DANVILLE, N.A. ("Lender").

RECITALS

A. Tenant has entered into that certain Lease dated December 1, 1986 (the "Lease") with Sylvester Seberger, Elise Seberger and Leona Seberger (collectively, "Landlord"), a true, correct and complete copy of which is attached hereto as Exhibit B, demising the premises located at and legally described in Exhibit "A" attached hereto and made a part hereof (the "Property").

B. Tenant is either (i) a borrower under, and/or (ii) an individual or entity desiring to induce Lender at its option, at any time, or from time to time, to extend financial accommodations to SJC, Inc., an Indiana corporation, SJC Trans, Inc., an Indiana corporation, and Stanley J. Clark, an individual and resident of Indiana, (collectively, the "Borrowers") and expects to derive advantage from assisting Borrowers in procuring such financial assistance pursuant to that certain Loan Restructure Agreement of even date herewith (herein, as the same may be amended, modified or supplemented from time to time, called the "Loan Agreement"), pursuant to which Lender has agreed, on certain terms and subject to certain conditions, to restructure the credit previously extended, and make certain additional loans and extensions of credit, to the Borrowers under the Loan Agreement as evidenced by several promissory notes in the aggregate face amount of approximately Ten Million Seven Hundred Fifty-Nine Thousand Two Hundred Seventy-Nine and No/100ths Dollars (\$10,759,279.00) ("Term Notes").

C. The Loan Agreement provides, among other things, for the execution and delivery of a Collateral Assignment of Lease Agreement in the form of this Assignment, granting a security

This document was prepared by and after recording should be returned to:

Jeanne Doyle Kelly, Esq.  
Holleb & Coff  
55 East Monroe St., Suite 4100  
Chicago, Illinois 60603

4700  
7500  
ll  
e

93027265  
93005051  
Joe Kelly #



interest in and lien on all of Tenant's right, title and interest in, to and under the Lease and any and all other leases under which Tenant holds property.

NOW, THEREFORE, for and in consideration of the foregoing recitals, which are hereby incorporated herein by this reference as if fully set forth below, and any loan or advance (including any loan or advance by renewal or extension) heretofore or hereafter made in favor of Tenant by Lender, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Tenant agrees as follows:

**I  
THE GRANT**

1. **Grant.** As security for the payment and performance of any and all liabilities, obligations and indebtedness of Borrowers to Lender, including without limitation, any liabilities, obligations and indebtedness arising under the Loan Agreement, the Notes (as defined in the Loan Agreement), this Assignment and all other documents or instruments executed and/or delivered to Lender as evidence of or security for the repayment of the Notes (the Loan Agreement, the Notes, this Assignment, and all such other documents are herein collectively referred to as the "Loan Papers"), Tenant hereby grants to Lender a security interest in and collaterally assigns to Lender, all of Tenant's right, title and interest in, to and under the Lease including, without limitation, any rights of first refusal and options to purchase or otherwise acquire title to all or any part of the property.

**WARRANTIES AND GENERAL COVENANTS:**

2.1 **Tenant's Warranties.** Tenant hereby represents and warrants to Lender as follows:

(a) Except as otherwise disclosed in Section 7.5 of the Loan Agreement, Tenant has full power and right to make this Assignment;

(b) Tenant has not made any previous assignment of any or all of its rights under the Lease;

(c) The copy of the Lease attached hereto as Exhibit A is a true, correct and complete copy of the Lease and has not been amended or modified in any way; and

(d) The Lease is in full force and effect and, except as otherwise disclosed in Section 7.5 of the Loan Agreement, there is no existing default under the Lease or circumstance

existing that with the passage of time, giving of notice or both, would constitute a default under the Lease.

**2.2 Tenant's Covenants.** Tenant covenants and agrees:

(a) To fully perform all of its obligations under the terms of the Lease, including without limitation the payment of all rental and other payments due thereunder, in a timely manner;

(b) Not to amend or modify any of the terms and conditions set forth in the Lease, nor assign any or all of Tenant's rights under the Lease, nor sublet all or any part of the Property, without the prior written consent of Lender, which consent will not be unreasonably withheld; and

(c) To promptly furnish Lender with copies of any notices of default either sent or received by Tenant pertaining to the Lease.

**2.3 Lender's Right to Perform Covenants.** Lender may, from time to time at its election, pay any amount or perform any act that Tenant has agreed to do hereunder and that Tenant shall have failed to do. All moneys so advanced and expenses so incurred by Lender shall be immediately due and payable, shall be added to the principal amount incurred under the terms of the Loan Agreement and the Notes, and shall bear interest at the rate of two percent (2%) above either (i) the interest rates set forth in the Term Loan Notes, or (ii) the Revolving Rate (both terms as defined in the Loan Agreement), whichever is higher. The payment of any applicable interest shall also be secured by this Assignment.

**2.4 No Assumption of Liability.** Tenant acknowledges and agrees that this Assignment is for security purposes only and that by Lender's acceptance hereof, Lender shall not be deemed to have assumed or become liable for any of the obligations or liabilities of Tenant under the Lease whether provided for by the terms thereof, arising by operation of law or otherwise, it being the intention of Tenant and Lender that Tenant is and shall remain liable thereunder to the same extent as though this Assignment had not been made.

**2.5 Environmental Covenants.** (a) Tenant represents, warrants, covenants and agrees that, except as set forth on Schedule 7.15 of the Loan Agreement, to the best of its knowledge the Property is in compliance with all "Environmental Laws" (as defined in the Loan Agreement); that there are no conditions existing currently or likely to exist during the terms of the Notes that require or are likely to require cleanup, removal or other remedial action pursuant to any Environmental Laws; that Tenant is not a party to any litigation or administrative proceeding, nor, to the best of Tenant's knowledge, is there any litigation or administrative proceeding contemplated or threatened which would

assert or allege any violation of any Environmental Laws; that neither the Property nor Tenant is subject to any judgment, decree, order or citation related to or arising out of any Environmental Laws; and that no permits or licenses are required under any Environmental Laws regarding the Property which have not been duly obtained. Tenant covenants and agrees to comply with all applicable Environmental Laws; to provide to Lender immediately upon receipt copies of any correspondence, notice, pleading, citation, indictment, complaint, order or other document received by Tenant asserting or alleging a circumstance or condition that requires or may require a cleanup, removal or other remedial action under any Environmental Laws, or that seeks criminal or punitive penalties for an alleged violation of any Environmental Laws; and to advise Lender in writing as soon as Tenant becomes aware of any condition or circumstance which makes any of the representations or statements contained in this Paragraph 2.5(a) incomplete or inaccurate. In the event Lender determines in its sole and absolute discretion that there is any evidence that any such circumstance might exist, whether or not described in any communication or notice to either Tenant or Lender, Tenant agrees, at its own expense and at the expense of Lender, to permit an environmental audit to be conducted by Lender or an independent agent selected by Lender. This provision shall not relieve Tenant from conducting its own environmental audits or taking any other steps necessary to comply with any Environmental Laws. If, in the opinion of Lender, there exists any uncorrected violation by Tenant of an Environmental Law or any condition which requires or may require any cleanup, removal or other remedial action under any Environmental Laws, and such cleanup, removal or other remedial action is not completed within sixty (60) days from the date of written notice from Lender to Tenant, the same shall, at the option of Lender, constitute a default hereunder, without further notice or cure period. It is expressly understood that the foregoing does not prohibit or prevent Tenant's right to contest any ordered cleanup through all appropriate administrative and judicial proceedings.

(b) Tenant agrees to indemnify and hold Lender and its officers, directors, employees and agents harmless from and against any and all losses, damages, liabilities, obligations, claims, costs and expenses (including, without limitation, attorneys' fees and costs and court costs) incurred by Lender, whether prior to or after the date hereof and whether direct, indirect or consequential, as a result of or arising from any suit, investigation, action or proceeding, whether threatened or initiated, asserting a claim for any legal or equitable remedy under any Environmental Law except any claim arising (i) from Lender's or its agent's gross negligence or wilful misconduct, or (ii) after Lender has taken actual possession of the Mortgaged Property following a foreclosure decree or otherwise provided the condition or circumstance which gave rise to such claim occurred after Lender has taken such actual possession. Any and all amounts

owed by Tenant to Lender under this Paragraph 2.5(b) shall constitute additional indebtedness secured by this Assignment. Any provisions of this Assignment to the contrary notwithstanding, the representations, warranties, covenants, agreements and indemnification obligations contained in this Section 2.5 shall survive all indicia of termination of the relationship between Tenant and Lender, including without limitation, the repayment of all amounts due under the loans evidenced by the Notes and any other promissory notes executed by Tenant in favor of Lender, the cancellation of the Notes or such notes, and the release of this Assignment.

**2.6 Release.** Lender shall release the security interest created by this Assignment by written notice to Tenant upon payment of all indebtedness incurred under the Loan Agreement, the Notes, the other Loan Papers and any other promissory note or security agreement executed by Tenant in favor of Lender (the Loan Papers and such other notes and security agreements are sometimes hereinafter referred to collectively as the "Loan Documents").

**2.7 Exercise of Rights.** Although it is the intention of Tenant and Lender that this Assignment be a present assignment, it is expressly understood and agreed that anything herein contained to the contrary notwithstanding, unless and until an Event of Default exists under any of the Notes, the Loan Agreement, or the other Loan Documents, Lender shall not exercise any of the rights and powers conferred upon Lender herein under the Lease, provided, however, that nothing contained herein shall be deemed to affect or impair any rights Lender may have under any of the Loan Documents. In the exercise of the powers herein granted to Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by Tenant. If a Default exists, then Lender may at any time exercise such rights by written notice to Landlord, with or without notice to Tenant.

**DEFAULTS AND REMEDIES**

**3.1 Defaults.** Each of the following events shall constitute a default (a "Default") under this Assignment:

(a) The untruth or material deceptiveness of any warranty or representation herein or in any of the other Loan Documents;

(b) The failure by Tenant to perform any obligation under this Assignment not otherwise covered in any of the other provisions of this Section 3.1 and such failure continues for a period of twenty (20) business days after the date on which notice of the nature of such failure is given by Lender to Tenant; or

(c) The existence of an Uncured Default (as defined in the Loan Agreement).

**3.2 Remedies.** If a Default exists, then at the election of Lender and without further demand or notice of any kind, Lender may exercise any or all of the following remedies:

(a) Declare all indebtedness incurred under the terms of the Loan Agreement and the Notes, and including any advances under any of the other Loan Documents, to be immediately due and payable;

(b) Assume and exercise, or transfer to another party, its interest hereunder in and to any or all of Tenant's rights under the Lease in the same manner as if Lender were the original tenant thereunder and notwithstanding the prohibition on transfer or assumption of the Lease contained therein, if any; and

(c) Exercise from time to time any rights and remedies available to Lender under the terms of any of the other Loan Documents, under the Uniform Commercial Code of the State in which the Property is located, or at law or in equity, in order to collect such indebtedness.

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MISCELLANEOUS

**4.1 Notices.** All notices and other communications required or permitted hereunder shall be given in writing and shall be mailed or delivered to the intended recipient thereof at its address set forth below, or at such address as such party may from time to time, by notice in writing, designate to the sender pursuant hereto.

If to Lender:

First Midwest Bank/Danville, N.A.  
27 N. Vermilion Street  
Danville, Illinois 61832

Attn: Mr. Bernard Lattyak

with a copy to:

Kenneth A. Latimer, Esq.  
Holleb & Coff  
55 East Monroe Street  
Suite 4100  
Chicago, IL 60603

If to Tenant:

SJC, Inc.  
P. O. Box 534  
Cayuga, Indiana 47928

Attn: Stanley J. Clark

with a copy to:

Lewis E. Willis, Jr.  
Stark, Doninger & Smith  
50 S. Meridian Street  
Suite 700  
Indianapolis, IN 46204

Any such notice shall be deemed to have been effectively delivered three (3) business days after mailing by United States registered or certified mail, return receipt requested, or upon personal delivery or receipt from an express courier.

**4.2. Governing Law.** The place of negotiation, execution, and delivery of this Assignment, the location of the Property, and the place of payment and performance under the Loan Documents being the State in which the Property is located, this Assignment shall be construed and enforced according to the laws of the State in which the Property is located.

**4.3. Rights and Remedies.** All rights and remedies set forth in this Assignment are cumulative, and Lender, its successors and assigns, may recover judgment thereon, issue execution therefor, and resort to every other right or remedy available at law or in equity, without first exhausting and without affecting or impairing the security of any right or remedy afforded hereby. Unless expressly provided in this Assignment to the contrary, no consent or waiver, whether express or implied, by any party to or of any breach or default by any other party in the performance by such other party of its obligations hereunder shall be deemed a consent to or waiver of the performance of any other obligation hereunder.

**4.4. Interpretation.** If any provision of this Assignment, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Assignment shall be construed as if such invalid part were never included herein. The headings of sections and paragraphs in this Assignment are for convenience of reference only and shall not be construed in any way to limit or define the content, scope or intent of the provisions hereof. As used in this Assignment, the singular shall include the plural and vice-versa, and masculine, feminine and neuter pronouns shall be fully interchangeable, when the context so requires.

**4.5 Successors and Assigns.** This Assignment and all provisions hereof shall be binding upon Tenant and its successors, assigns and legal representatives, and all other persons or entities claiming under or through Tenant, and the word "Tenant," when used herein, shall include all such persons and entities whether or not they have executed this Assignment. The word "Lender," when used herein, shall include Lender's successors, assigns and legal representatives.

IN WITNESS WHEREOF, Tenant has caused this Assignment to be executed by its duly authorized officer as of the date and year first above written.

SJC, INC., an  
Indiana corporation

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12/04/92 at 3:15pm



STATE OF ILLINOIS )  
 ) SS  
COUNTY OF COOK )

On this 8th day of December, 1992, before me, the undersigned, a Notary Public of said State, duly commissioned and sworn, personally appeared Stanley J. Clark, and known to me to be the President of SJC, Inc., an Indiana corporation, known to me to be the same person whose name is subscribed to the foregoing instrument, and such person swore and acknowledged under oath before me that he signed and delivered the said instrument on behalf of said corporation, pursuant to authority, as said corporation's free and voluntary act, in the capacities and for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate of acknowledgment first above written.

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the Lake County Recorder  
*Marjorie Birt*  
Notary Public

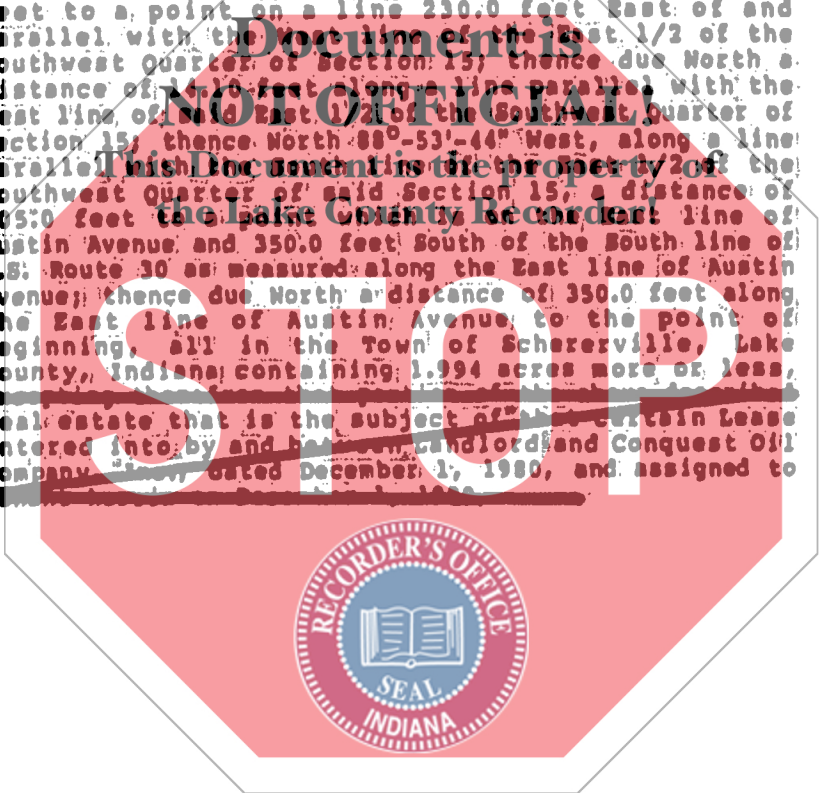
My Commission Expires: \_\_\_\_\_

" OFFICIAL SEAL "  
MARJORIE BIRT  
NOTARY PUBLIC, STATE OF ILLINOIS  
COMMISSION EXPIRES 10/21/93



**EXHIBIT A**

A part of the East 1/2 of the Southwest Quarter of Section 15, Township 35 North, Range 9 West of the 2nd Principal Meridian described as beginning at the intersection of the Southerly right-of-way line of U.S. Route 30 and the East right-of-way line of Austin Avenue (50 feet wide); thence Southeasterly along the Southerly line of U.S. Route 30 a distance of 310.0 feet; thence South  $02^{\circ}47'07''$  East a distance of 260.0 feet; thence North  $84^{\circ}58'04''$  West a distance of 94.25 feet to a point on a line 230.0 feet East of and parallel with the East line of the East 1/2 of the Southwest Quarter of Section 15; thence due North a distance of 14.10 feet along a line parallel with the West line of said East 1/2 of the Southwest Quarter of Section 15; thence North  $88^{\circ}53'44''$  West, along a line parallel with the East line of the Southwest Quarter of said Section 15, a distance of 205.0 feet to the East line of Austin Avenue and 350.0 feet South of the South line of U.S. Route 30 as measured along the East line of Austin Avenue; thence due North a distance of 350.0 feet along the East line of Austin Avenue to the point of beginning, all in the Town of Schererville, Lake County, Indiana, containing 1.994 acres more or less, real estate that is the subject of a certain Lease entered into by and between Landlord and Conquest Oil Company, Inc. dated December 1, 1980, and assigned to



**Property Address:** U.S. Highway 30 and Austin Road, Schererville, Indiana

**PIN:**

**EXHIBIT B:**

Lease



60:

Schererville lot

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LEASE

THIS AGREEMENT, made and entered into by and between SYLVESTER SEBERGER, ELSIE SEBERGER, and LEONA SEBERGER, hereinafter referred to in the singular term, as "Landlord," and CRAWFORD PETROLEUM, INC., an Indiana Corporation, hereinafter referred to as "Tenant".

1. Landlord, in consideration of the rents and covenants herein contained, does hereby lease to Tenant the following described real estate, located in the Town of Schererville, Lake County, Indiana, to-wit:

A part of the East 1/2 of the Southwest Quarter of Section 15, Township 25 North, Range 9 West of the 2nd Principal Meridian, described as beginning at the intersection of the southerly right-of-way line of U.S. Route 30 and the East right-of-way line of Austin Avenue (50 feet wide); thence southeasterly along the southerly line of U.S. Route 30 a distance of 210.0 feet; thence South  $02^{\circ}47'07''$  East a distance of 260.0 feet; thence North  $81^{\circ}56'04''$  West a distance of 94.25 feet to a point on a line 230.0 feet East of and parallel with the West line of the East 1/2 of the Southwest Quarter of Section 15; thence due North a distance of 14.10 feet along a line parallel with the West line of said East 1/2 of the Southwest Quarter of Section 15; thence North  $88^{\circ}53'44''$  West, along a line parallel with the South line of the East 1/2 of the Southwest Quarter of said Section 15; a distance of 205.0 feet to a point which is on the East line of Austin Avenue and 350.0 feet South of the South line of U.S. Route 30 as measured along the East line of Austin Avenue; thence due North a distance of 350.0 feet along the East line of Austin Avenue to the point of beginning, all in the Town of Schererville, Lake County, Indiana containing 1.994 acres more or less, excepting therefrom that portion of the abovescribed real estate that is the subject of that certain Lease entered into by and between Landlord and Conquest Oil Company, Inc., dated December 1, 1960, and assigned to Tenant herein on December 1, 1980.

for a term of four (4) years, beginning on the 1st day of December, 1986, and ending on the 30th day of November, 1990, and in consideration therefor, Tenant does agree to pay to the Landlord, rent in the sums and manner as hereinafter provided. Tenant further agrees to keep and perform all of the various covenants, conditions, and agreements of this Lease.

2. It is understood and agreed by and between the Parties hereto that Tenant intends, and shall have the right, to make improvements upon the demised premises, at Tenant's expense. The proposed improvements shall be of the same decor as the

improvements made by Tenant on the adjoining property to the North and shall only be made after proper fill is in place. The construction of building and improvements shall be presented to the Landlord for approval before construction starts. Landlord's approval shall not be unreasonably withheld.

3. The Tenant covenants and agrees to pay to the Landlord as rent for the Demised Premises, the following amounts:

- A. December 1, 1986, until landfill is in place for construction, or May 31, 1987, whichever shall first occur: The sum of Seven Hundred (\$700.00) Dollars per month;
- B. Thereafter until November 30, 1987: The sum of One Thousand, One Hundred Fifty (\$1,150.00) Dollars per month;
- C. December 1, 1987, until November 30, 1989: The sum of One Thousand Two Hundred Fifty (\$1,250.00) Dollars per month;
- D. December 1, 1989, until November 30, 1990: The sum of One Thousand Three Hundred Fifty (\$1,350.00) per month.

All of the above payments and the conditions of the Lease are to be performed by Crawford Petroleum, Inc., without relief from valuation and appraisal laws.

4. The Tenant hereby acknowledges that the premises are in good order, but in an unimproved condition. Tenant likewise admits and agrees that no agreement or promise to improve or repair the premises has been made by the Landlord.

5. Tenant shall keep the said premises in a clean, sightly, orderly condition. Tenant shall make all improvements of every nature and description, all at its own expense and shall yield the same back to Landlord upon termination of the said Lease, whether such termination shall occur by expiration of the term or in any manner whatsoever. If, however, the said premises shall not be kept in good repair and in a clean, sightly condition by Tenant, Landlord may, after sixty (60) days' written

notice specifying needed changes, enter the same, himself or by his agents, servants or employees, without such entering causing or constituting a termination of this Lease or an interference with the possession of the premises by Tenant. Landlord may replace the same, in a condition of repair, sightliness and cleanliness, consistent with the best standards of industry. Tenant agrees to pay Landlord, in addition to the rent hereby reserved, the expenses of Landlord in thus replacing the premises in that condition consistent with industry standards. Tenant shall not permit any waste or misuse of the premises.

6. Tenant agrees to pay and discharge, as they become due:

- A. All taxes, other than real estate taxes for the land only, affecting the demised premises and improvements, insurance premiums, including herein required fire and extended coverage on the improvements, and public liability insurance, any license and permit fees, and all charges affecting the demised premises and improvements and the occupancy and use thereof;
- B. All public utility charges, including all water, sewer, gas, electricity, and telephone charges, which shall accrue during Tenant's occupancy of the premises.

Landlord agrees to pay real estate taxes for the land only, upon the demised premises.

7. Tenant agrees to carry fire and extended coverage insurance upon the premises on all improvements in the amount of the replacement cost of improvements. Such policy shall be with a reputable insurance company. Tenant shall keep in effect liability insurance, insuring the liability assumed herein by the tenant, in reputable insurance companies in the sum of not less than Five Hundred Thousand (\$500,000.00) Dollars for any one accident, and not less than Three Hundred Thousand (\$300,000.00) Dollars for any one person injured. Landlord shall be named as

an additional insured on all such policies. Certificate of such insurance policies shall be deposited with and held by the Landlord.

8. Tenant agrees to defend, indemnify and save harmless the Landlord from any and all claims, demands, suits, actions, judgments and recoveries for or on account of damage or injury (including death) to property or person of himself, his family, servants, agents or any other person, firm or corporation, caused by or due to the condition or use of said premises or the streets or roads on which they abut.

9. Tenant covenants and agrees that he will permit Landlord or Landlord's agents to enter upon the devised premises at all reasonable times, to examine the condition thereof; Tenant further covenants and agrees that he will not use or occupy the said premises for any unlawful purpose and that he will not use or permit said premises to be used in violation of any law, order or regulation of any governmental authority.

10. Tenant further covenants and agrees that he will not assign this Lease, nor any part thereof without the written consent of the Landlord.

11. Landlord hereby covenants and agrees with Tenant that said Tenant, while paying the rent and keeping and performing the covenants of this Lease of his part to be kept and performed, shall peaceably and quietly hold, occupy and enjoy said premises during said term, without any hindrance or molestation by Landlord or any person or persons lawfully claiming under Landlord.

12. If said rent, or any part thereof, shall at any time be in arrears and unpaid, and without any demand being made therefore, or if said Tenant, or his assigns, shall fail to keep and perform any of the covenants, agreements or conditions of this Lease, on his part to be kept and performed, and such default is not cured within thirty (30) days after written notice from Landlord setting forth the nature of such default, or if said Tenant shall be adjudged a bankrupt, or shall make an

assignment for the benefit of creditors, or if the interest of said Tenant hereunder shall be sold under execution or other legal process, or if Tenant shall file a voluntary petition in bankruptcy, or shall be placed in the hands of a receiver, it shall be lawful for Landlord, his heirs or assigns, without notice or process of law, to enter into said premises, and again have, repossess and enjoy the same as if this Lease had not been made, and thereupon, this Lease and everything herein contained on the part of said Landlord to be done and performed shall cease, determine and be utterly void, all at the election of Landlord, without prejudice, however, to the right of the Landlord to recover from said Tenant, or assigns, all rent due up to the time of such entry. In case of any such default and entry by Landlord, Landlord may relet said premises for the remainder of said term for the highest rent obtainable and may recover from Tenant any deficiency between the amount so obtained, and the rent hereinabove reserved. Failure on the part of Landlord to avail himself of any right or remedy hereunder shall not constitute a waiver thereof as to any future default or breach by Tenant, his heirs and assigns. Unpaid rent shall bear interest at eight (8%) percent per annum after the same becomes due, and shall be payable with attorney fees in the event of default. In the event of any default in any of the terms or conditions hereof, the defaulting party shall be liable for all costs, expenses, or fees, of whatever nature or kind, including but not limited to reasonable attorney fees, incurred by the non-defaulting party in connection with curing such default.

13. In the event that the premises hereby demised shall be substantially damaged or destroyed by fire or any other casualty at any time during the term hereof, the Tenant shall give immediate notice thereof to the Landlord, and both the Landlord and Tenant shall have the option to terminate this Lease as of the date of such damage by giving notice of election so to do. In the event that the Tenant shall elect to reconstruct or repair the premises and neither party shall elect to terminate



his Lease, it shall be deemed to be in full force and effect during such period of reconstruction or repair, except that rent hereunder shall be abated in proportion to the loss of use and occupancy which shall be suffered by the Tenant in respect of the demised premises during the period of reconstruction or repair.

14. In the event that all or some part of the demised premises shall be taken by any exercise of right of eminent domain by any public or other authority during the period of this Lease, or any renewal period hereunder, both the Landlord and Tenant shall be allowed to pursue their respective remedies for damages, if any, to their respective rights and interests in the said premises. If such part of the premises is taken so as to make further use of the remaining part by the Tenant impossible for the purposes which the lease is the property of the Tenant may terminate this Lease, upon the date that the exercising authority takes possession of the part so taken.

15. The Tenant shall renew this Lease and the Lease on the Service Station property for twenty (20) years, starting December 1, 1990. Both Leases shall be combined into one Lease, and Tenant's name shall be changed from Crawford Petroleum, Inc., to S. J. Clark, Inc. The new Lease shall be on the same terms and conditions as herein set forth, except that the rent to be paid by Tenant to Landlord for the premises shall be as follows:

December 1, 1990, through November 30, 1994:	The sum of \$2700 per month;
December 1, 1994, through November 30, 1995:	The sum of \$2800 per month;
December 1, 1995, through November 30, 1996:	The sum of \$2900 per month;
December 1, 1996, through November 30, 1997:	The sum of \$3000 per month;
December 1, 1997, through November 30, 1998:	The sum of \$3100 per month;
December 1, 1998, through November 30, 2009:	The sum of \$3200 per month.

Provided there is no default in the terms of such Lease, Tenant shall have the option to renew the Lease for an

additional four (4) five-year terms from the date of expiration by giving Landlord written notice of intention to exercise the options at least forty-five (45) days prior to the date of expiration of said current Lease. All such renewals shall be upon the same terms and conditions as applicable to the Lease whose term is being extended.

If tenant does not have or does not exercise any then current option to extend, this Lease shall be automatically extended from year to year on the same covenants and conditions as herein provided, unless and until either Landlord or Tenant terminates this Lease at the end of the primary term or the then current extension period or any subsequent year, by giving the other at least forty-five (45) days written notice.

16. In the event that the Landlord, or the Landlord's successor, or the Landlord's personal representative, upon the Landlord's death, shall elect to sell the demised premises, during the period of this Lease or any renewal period hereunder, the Tenant shall have the right of first refusal to purchase same for an amount equal to the then fair market value of said property. In such event, Tenant shall have sixty (60) days from receipt of written notice of intention to sell in which to purchase said property. If Tenant fails to complete the purchase during such period, then the Landlord, the Landlord's successor, or personal representative, whichever is applicable, notwithstanding the option granted in the next paragraph hereof, may sell said property to any party, subject only to the leasehold right of Tenant.

Notwithstanding the preceding paragraph, from and after November 30, 2006, if this Lease, or any extension or renewal thereof, is in existence and Tenant is not in default for any reason, and Landlord has not sold the demised premises, then Tenant shall have the option to purchase the demised premises for cash, at the fair market value thereof. The fair market value shall be determined as follows:

A. Tenant shall provide written notice to Landlord of its intention to exercise the option granted herein and shall include the name of its appraiser;

B. Within ten (10) days of the date of receipt of the notice, Landlord shall designate its appraiser and shall notify Tenant thereof in writing;

C. Within fifteen (15) days of the designation by Landlord, the two appraisers shall meet and designate a third appraiser;

D. Within thirty (30) days of the date of the appointment of the third appraiser, they shall appraise the demised premises and arrive at the fair market value thereof by majority decision, and immediately notify Landlord and Tenant thereof in writing;

E. Tenant shall have ten (10) days from the date of the notification of fair market value to determine whether to complete the purchase. If Tenant decides not to complete the purchase, Landlord shall be immediately notified in writing, and Tenant shall pay all costs and expenses incurred by Landlord in obtaining the fair market value, and the option granted herein shall immediately expire and be of no further force and effect in this Lease. If Tenant decides to complete the purchase, Landlord shall be immediately notified in writing, and the transaction shall be closed within fifteen (15) days of presentation of evidence of merchantable title. At the time of closing, the purchase price shall be paid to Landlord in cash. Landlord shall furnish such evidence, at Landlord's expense, in the form of a commitment for an owner's title insurance policy in the amount of the purchase price. All real estate taxes shall be prorated as of the date of closing.

17. Any notice to be given under this Lease shall be made in person or by Certified Mail to Landlord at 348 Seberger Road, Schererville, Indiana 46375, and to Tenant, Stanley J. Clark, P.O. Box 534, Cayuga, Indiana 47928, or at such other addresses as may be given, in writing, by either party. Notice shall be deemed given on date of postmark, if by certified mail.

18. Wherever in this Lease the consent or approval of the Landlord is required, it is agreed and understood that such consent or approval shall not be unreasonably or arbitrarily withheld.

19. This Lease, and the covenants herein contained, shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the Parties hereto.

20. Throughout this lease, the masculine gender shall be deemed to include the feminine and vice versa, the singular the plural, and vice versa, wherever required by the context.

IN WITNESS WHEREOF, the Parties hereto have duly signed and sealed this Lease in triplicate this 1st day of December, 1986.

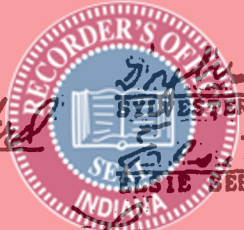
TENANT

LANDLORD

CRAWFORD PETROLEUM, INC.,  
an Indiana Corporation

By:

*Donald P. Crawford*  
DONALD P. CRAWFORD  
President



*Walter Seberger*  
WALTER SEBERGER

*Elsie Seberger*  
ELSIE SEBERGER

*Leona Seberger*  
LEONA SEBERGER

S. J. CLARK, INC.,  
an Indiana Corporation

By:

*Stanley J. Clark*  
Stanley J. Clark,  
President