

4. Tenant covenants and agrees as follows:

(a) Tenant has examined and is familiar with the condition of the premises, buildings, equipment, and fixtures located thereon, and that same are received by Tenant in good order and condition (except as otherwise specified), without warranty by Landlord as to the condition or repair thereof.

(b) Tenant will not permit the premises to be used for any illegal or immoral purpose, or permit waste or nuisance thereon.

(c) The leased premises primarily will be used for the business of storing and selling motor fuel, the sale of convenience store items, and may also be used for such other business as Tenant desires provided such other business contributes to the motor fuel sales volume. Truck and trailer rentals will not be allowed.

(d) Tenant will not, except with prior written consent of Landlord, paint or make any alterations, additions, or changes to the fixtures or equipment or to the interior or exterior of the buildings and structures leased.

75% (e) Tenant will pay when due all charges for water, electric, and other fuel charges, garbage removal, telephone, all license fees (including license fee for the dispensing of motor fuel), real estate taxes, and other charges accruing in connection with the use of said premises. Tenant will transfer all utilities to Tenant's name promptly, but in no event later than thirty (30) days from the date of this Lease.

(f) Snow removal is the Tenants responsibility, any snow fall 2" and above shall be removed as soon as possible.

(g) Except for ordinary wear and tear and unavoidable damage by fire or elements, Tenant agrees:

(1) to cause or permit no damage, loss, or injury to any of the properties and equipment leased herein, being solely liable therefore and responsible to Landlord for the extent and amount of such damage, and

(2) upon termination or expiration of this Lease, to deliver immediate possession of said premises, equipment, and fixtures in the same good condition as existed at the time such items were completed.

(h) Tenant will be responsible for all repairs to the building, equipment, fixtures and other property of the leased premises and will maintain such property in first class condition

Under 250.00 dollars

throughout the term of this Lease. Tenant shall paint the exterior of the building and canopy at least one a year as directed by the owner.

(i) Tenant will be responsible for all personnel and employees needed to operate the business, will have complete control over his employees, and will comply with all laws and ordinances related to his status as an employer, including, but not restricted to: Worker's Compensation Insurance, and Liability Insurance, as outlined in paragraph 12. Certificates shall be in place before occupancy is given..

(j) Tenant will not permit the premises to be used for the sale, rental or storage of motor vehicles or trailers.

(k) The revenue from the pay telephones and any billboards located on the premises shall remain the property of the Landlord. Lessee (tenant)

(l) Tenant shall pay the first \$250.00 of all gasoline related service bills, such as nozzles, meters, hoses, etc.

5. Tenant agrees to conduct the businesses on the premises in such manner as to obtain the maximum volume of retail sales of motor fuel, and in order to accomplish this purpose he will furnish such services and accommodations to customers as are usually provided by such businesses, including, but not limited to:

(1) keeping the premises open for operation for 24 hours a day seven days a week as operated by Bulk Petroleum immediately prior to this lease,

(2) keeping said premises, buildings, equipment, fixtures, sidewalks, approaches and driveways properly lighted, clean, safe, properly equipped and in a sanitary condition,

(3) rendering efficient, courteous, and diligent services to customers and not engaging in or permitting any improper act or conduct on the premises detrimental to Landlord or any member of the public, and

(4) complying with all laws, ordinances, rules or regulations of any constituted public authority applicable to the use and occupancy of the demised premises and the business there conducted.

(a) Landlord or Landlord's representative, may often as Landlord desires, gauge storage tanks and take pump meter readings

to determine and verify gasoline sales. The pumps, meter, and computers located upon the premises have been jointly checked by Landlord and Tenant for accuracy. Tenant agrees to give Landlord notice immediately of any defective condition of the pumps, meters, and computers but all previous pump meter readings will be conclusively presumed by the parties to have been correct.

(b) Landlord will retain title to all gasoline sold on the premises until it is sold to retail customers and will set all pump prices for the gasoline. Tenant agrees to notify Landlord of any price changes in the area and the failure to accurately report such price changes will be deemed a default under this Lease. Landlord will pay all taxes on the gasoline. Tenant will have title to all convenience store goods and will pay all sales and other taxes related to these products. Landlord will have absolutely no responsibility for the operation of the premises, the purchase and sale of products or the personnel utilized in the operation of the premises. Landlord will use reasonable efforts to ensure that adequate supplies of gasoline will be maintained at the premises.

This Document is the property of

(c) Tenant shall deposit the gasoline sales money on or before 2:00 PM the next business day after the sale. Money shall be deposited in a bank account approved by the Landlord, and any deposits not made on time shall be subject to a \$100.00 late deposit fee.

6. This Lease is personal to Tenant. Except as specifically provided by law, Tenant will not have the right to assign or encumber Tenant's interest in this Lease, the inventory or in the premises, or sublease all or any part of the premises without Landlord's prior written consent. Without limitation, each of the following acts will be considered an assignment:

(a) Transfer of this Lease upon the death of Tenant either by will or by operation of law.

(b) Tenant's bankruptcy, insolvency, or assignment for the benefit of creditors.

(c) Attachments or any other legal proceeding levied or instituted against the premises by anyone other than Landlord, if not removed within ten (10) days.

(d) The appointment of a receiver with authority to take possession of the premises.

7. The obligations and covenants of Tenant set forth in this Lease will be deemed conditions. Landlord may, at its option, terminate or nonrenew this Lease after notice to Tenant as required by law for any one or more of the following grounds:

(a) Failure by Tenant to comply with any provision of this Lease;

(b) Failure by Tenant to exert good faith efforts to carry out the provisions of this Lease;

(c) Occurrence of an event which is relevant to the Landlord-Tenant relationship created by this Lease, and as a result of which termination or nonrenewal of this Lease is reasonable, including, but not limited to, events such as:

(1) Fraud or criminal misconduct by Tenant relevant to the operation of the premises.

(2) Declaration of bankruptcy or insolvency of Tenant.

(3) Continuing severe physical or mental disability of the Tenant for at least three (3) months' duration which renders the Tenant unable to provide for the continued proper operation of the premises.

(4) Loss of Landlord's right to grant possession of the premises through the expiration of an underlying lease.

(5) Condemnation or other taking, in whole or in part, of the premises pursuant to the power of eminent domain.

(6) Destruction other than by Landlord of all or a substantial part of the premises.

(7) Failure by Tenant to pay Landlord in a timely manner when due, rent and all other sums to which Landlord is legally entitled.

(8) Failure by Tenant to operate the premises for seven consecutive days.

(9) Knowing failure of Tenant to comply with federal, state, or local laws or regulations relevant to the operation of the premises.

(10) Failure of Tenant to pay when due any sales, use, property or other tax assessment applicable to Tenant's use or operation of the premises, except to the extent any such tax is the responsibility of Landlord under this Lease.

(11) Willful adulteration, mislabeling, or misbranding of Landlord's motor fuels or other trademark violations by the Tenant.

(12): Conviction of the Tenant of any felony involving moral turpitude.

(13): Death of the Tenant.

(14): Failure by Tenant to make gasoline sales deposit on or before 2:00 P.M. on the next business day after the sales.

(15): Any other acts or omissions of Tenant which are relevant to the relationship created by this Lease.

8. In addition to the grounds for termination and nonrenewal of this Lease provided in Paragraph 7 above, Landlord may at its option, nonrenew this Lease at the expiration of the term after notices to Tenant for any one or more of the following grounds, or any other ground permitted by law:

(a) The receipt of bona fide customer complaints by Landlord concerning tenant's operation of the premises.

(b) The receipt of bona fide customer complaints by Landlord concerning the conditions of the premises or the conduct of any employee of Tenant, if Tenant fails to promptly take action to cure or correct the basis of such complaints.

(c) The failure by Tenant to operate the premises in a clean, safe, and healthful manner.

9. Upon termination or nonrenewal of the Lease, Landlord may re-enter and in any lawful manner resume possession of said premises, operate then through its employees, agents, or lessees, and Tenant waives any claim against Landlord and the benefit of all statutory rights inconsistent herewith. In the event of such re-entry, Landlord may buy for its own account, or sell or store for the account of Tenant, any personal property and stock of Tenant then on said premises and Tenant appoints Landlord his agent for such purpose, and Landlord will not be liable to Tenant in damages or otherwise for any act or omission of Landlord in regard thereto. Landlord may retain out of the proceeds of any such sale any sums owing Landlord by Tenant, whether under this Lease or otherwise (without releasing Tenant from said indebtedness except as to the amount so retained), and Landlord may at its discretion pay out of said proceeds or otherwise any taxes or contributions owed by Tenant which in the absence of payment would or might reasonably under applicable laws or regulations be an obligation of Tenant's successors. Landlord may discharge any liens upon said goods, and Tenant will reimburse Landlord for any such payments in excess of such proceeds.

10. In addition to the right to immediately re-enter and repossess the said premises, Landlord will be entitled to all the remedies incident to the relation of Landlord and Tenant and, to the extent permitted by law. Tenant empowers any attorney of any court of record to appear for him and confess judgement in ejectment, unlawful detainer, or other applicable form of legal action, with right of immediate writ of possession.

11. Tenant agrees to exonerate, save harmless, protect and indemnify Owner and Landlord from any and all loss, damages, claims, suits or actions, judgments, and cost and attorneys fees which may arise or grow out of any property caused by or in any manner connected with the use, possession, repair, or condition of said premises and any equipment or fixtures on the premises.

12. Tenant agrees to procure and maintain throughout the term of this Lease in companies acceptable to Landlord, policies of insurance as follows: (a) indemnifying Owner, Landlord and Tenant against all claims and demands for any injury to persons or property which may be claimed to have occurred in or about the leased premises, or the sidewalks adjoining same, in amounts acceptable to Landlord, but not less than one million dollars for personal injury and \$100,000 for buildings and equipment (b) indemnifying against any loss by reason of the Worker's Compensation Laws of the State in which the leased premises are located, (c) such other policies as may be requested by Landlord from time to time. Tenant agrees to deposit current certificates of all such insurance with Landlord.

In case Tenant will at any time fail, neglect, or refuse to procure and maintain such insurance, then Landlord may, at its election, procure or renew such insurance and any amounts paid therefore by Landlord will be so much additional rental thereupon due from Tenant to Landlord with interest at the rate of eighteen percent (18%) per annum from the date of payment thereof by Landlord until the repayment thereof to the Landlord by Tenant.

13. None of the provisions of the Lease will be construed as reserving to Landlord any right to exercise control over the service station business and operations of Tenant conducted upon the leased premises, or to direct in any manner how Tenant will conduct his business. It is understood and agreed that Tenant is an independent businessman and that the entire control and direction of said activities will be and remain in Tenant, and neither Tenant nor any person employed by Tenant will be deemed or considered an employee or agent of Landlord.

14. Landlord will supply gasoline to the premises for sale

to customers of the premises. The gasoline will be delivered on consignment to Tenant and Tenant will hold the gasoline and all proceeds therefrom in trust for the benefit of Landlord. Tenant will deposit in a bank account designated by Landlord the amount equal to the gallons of gasoline sold at the premises multiplied by the sale price of such gasoline as determined by Landlord from time to time. Such deposit will be made no later than 2:00 P.M. on the first banking day after sale of gasoline to Tenant's customers. The failure to make such deposit within such time frame will constitute waste for purposes of this Lease, and Landlord will have the right to have a court of competent jurisdiction appoint a receiver to control and operate the premises. Time is of the essence with respect to the making of the above deposit. Tenant agrees to pay a \$100.00 late charge for each day in which such deposit is not made prior to 2:00 P.M. This late charge is in addition to other remedies for breach of the Lease available to Landlord, and will help compensate Landlord for the administrative and other expenses incurred by Landlord due to the late deposit. On or before the fifth day of each month Landlord will pay to Tenant as a commission for gasoline sales an amount equal to three cents (\$.03) multiplied by the number of gallons of gasoline sold at the premises in the previous month.

15. If the leased premises or any part of the premises is condemned or taken for any public purpose or if Landlord agrees to execute a voluntary conveyance in lieu of condemnation, Landlord may forthwith terminate this Lease by written notice to Tenant and Tenant will not by virtue of this Lease be entitled to any damage, award, or purchase price, or any part of either, which may be paid on account of such condemnation or sale.

16. All notices under this Lease must be in writing and may be delivered personally or sent by certified mail and will be deemed duly given if and when deposited in the United States mail, properly stamped and addressed to Landlord or Tenant, as the case may be, at his or its address shown on the caption above, or to such other address as either party may hereafter designate in writing to the other party.

17. Tenant grants to Landlord a lien on all property and inventory of Tenant now or hereafter located on the leased premises to secure the performance by Tenant of all obligations of Tenant to Landlord under any and all leases and other agreements between the parties and Landlord will be entitled to exercise such rights and remedies as may be available in law or at equity to enforce such lien.

18. Upon execution of the Lease Document Tenant shall purchase the entire store inventory as established by a physical

count. The price shall be retail less thirty percent (30%) on all items except cigarettes, which will be cost as produced by landlord invoice.

19. Tenant will have the right of first refusal to purchase the property covered by this Lease, which right must be exercised as follows: Landlord will give Tenant written notice of any offer to purchase the property which Landlord is willing to accept. Tenant will have the right to purchase the property on exactly the terms set forth in the offer if Tenant notifies Landlord in writing of his intent to exercise the right of first refusal within ten (10) days of the date of the offer was mailed to Tenant.

20. Tenant will have the right to terminate this Lease upon sixty (60) days advance written notice to Landlord.

21. Tenant will have no responsibility for tank leak insurance.

22. This Lease contains the entire agreement between the parties relating to the subject matter hereof; and the right of the parties to insist upon the strict performance of the terms of this contract will not be affected by any waiver, forbearance, or previous course of dealing.

23. If any provision of this Lease is in violation of any law or is otherwise unenforceable, the remainder of this Lease will remain in full force and effect.

24. It is agreed that this Lease will not become binding upon Landlord until signed by an authorized officer of Landlord.

IN WITNESS WHEREOF, the undersigned have executed this Lease Agreement as evidence of the understandings reached as of the day and year first above written.

This lease has 25 (Twenty five) paragraphs

LANDLORD:
BULK PETROLEUM CORPORATION

BY: Charapat Mahip

TENANT:

BY: Marwan Zaidat

THIS LEASE IS PERSONALLY GUARANTEED BY:

- 9 -

25. Landlord will provide tenant with liability coverage for property only. Tenant will be responsible for workmen's compensation.



Bulk Petroleum Corporation

A Dhallwal Enterprises Company

April 1, 1992

Mr. Marwan Ziadat
1415 Carroll
East Chicago, IN 56312

RE: Station #80

Document is
NOT OFFICIAL
4067 Broadway
Gary, Indiana 46409
LEASE CHANGES

Dear Mike:

This Document is the property of
the Lake County Recorder!

Per our conversation certain lease clarifications must be made:

- A. Paragraph 2, page 1 - the term of this lease shall be changed from five (5) years, to five (5) years with a five (5) year option extension.
- B. Paragraph 4 d, page 2 - The Tenant, Marwan Ziadat, has our permission and consent to make alterations to the existing buildings such as installing a bank window, bulletproof glass, bulletproof pass-thru and other miscellaneous repairs as required.
- C. Paragraph 12, page 7 - The insurance requirements as outlined in the lease cannot be met by you, therefore Bulk Petroleum Corporation will provide insurance which will indemnify the Owner, Landlord and the Tenant against all claims and demands for liability in the amount of one million dollars, also One hundred thousand (\$100,000.00) for building and equipment. The present cost of this insurance will be Two hundred and no/100 Dollars (\$200.00) per month and remain so until such times of policy renewal, when the fee could increase or decrease. The tenant shall have the option of providing his own insurance at any time.



Bulk Petroleum Corporation

D. Paragraph 14, page 8 - Bulk Petroleum is paying you three cents (.03) per gallon for all gasoline you sell, and therefore there is not a quota involved. To offset your rent you must sell 133,333 gallons of gasoline per month.

We trust these changes meet with your approval; please sign one copy of this letter and return to us.

Sincerely

BULK PETROLEUM CORPORATION

Richard Boldra

Richard Boldra

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This Document is the property of
the Lake County Recorder!

ACCEPTED

DATE: _____

RB/mjh

Marwan Ziadat

