

LASALLE NATIONAL LEASING CORPORATION

STATE OF INDIANA
LAKE COUNTY

FILED FOR RECORD

2000 054772

2000 AUG -2 PM 2:25

REAL PROPERTY WAIVER

THIS WAIVER, Made as of the 14 day of December, 1999, by and between LASALLE NATIONAL LEASING CORPORATION, its successors and assigns (hereinafter the "Lessor"), and the undersigned.

^{OWNER} The undersigned has an interest in the premises more specifically described on the attached schedule (the "Premises"), as PERO INDIANA. The Premises are now occupied in whole or in part by Welsh, Inc. (hereinafter the "Lessee"), and Lessee desires to lease from Lessor certain equipment which is already on or is to be delivered to or installed on the Premises, all of said equipment being more fully described on the schedule attached hereto (hereinafter collectively the "Equipment"), all of which Equipment is now or hereafter may become subject to a Master Lease Agreement (hereinafter the "Agreement") between Lessor and Lessee; to be used in connection with the business of Lessee as now or hereafter conducted.

Lessor is willing to lease the Equipment to Lessee, provided that the undersigned recognizes Lessor's title and interest in and to the Equipment.

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00) in hand paid, the receipt and sufficiency of which is hereby acknowledged, the undersigned hereby consents and agrees as follows:

1. Title to the Equipment to be leased to Lessee by Lessor is and shall remain in Lessor.
2. All the Equipment may be kept, installed, maintained, used and operated in the Premises; and shall remain personal property notwithstanding the manner or mode of the attachment of such Equipment to the realty and shall not become fixtures.
3. The undersigned waives and agrees not to assert any lien, claim or interest which the undersigned may now have or hereafter may acquire against or in the Equipment by virtue of the undersigned's interest in the real property, or otherwise.
4. In the event of default by Lessee in the performance of any of its obligations pursuant to the Agreement or any extension or renewal of said Agreement, Lessor may: (a) abandon the Equipment in place, (b) assemble the Equipment and conduct an auction of the Equipment on the Premises, or (c) remove the Equipment from the Premises in accordance with the terms and conditions of said Agreement.
5. Lessor may, without affecting the validity of this Waiver, extend the time of the payment of any rental or the performance of any of the other terms and conditions of the Agreement, without the consent of, and without giving notice thereof to, the undersigned.
6. This Waiver shall inure to the benefit of the successors and assigns of Lessor and shall be binding upon the heirs, personal representatives, successors and assigns of the undersigned.

IN WITNESS WHEREOF, the undersigned has caused this Waiver to be duly executed as of the day and year first above written.

ATTEST:

Paul Kacmarik
Paul T. Kacmarik

Welsh, Inc.
By: Robert J. Welsh
Robert J. Welsh

154906
18:00
AM

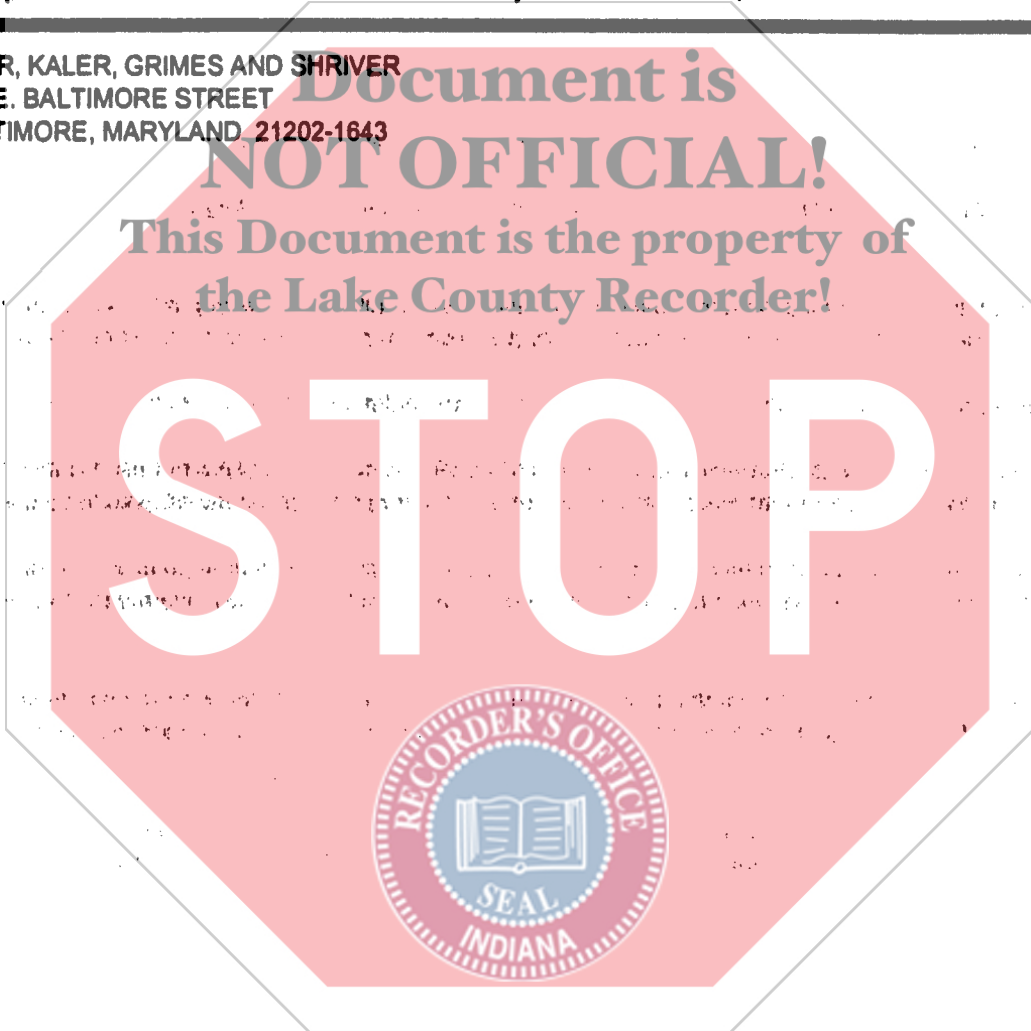
STATE OF Indiana :
COUNTY OF Lake : SS:

The undersigned, a Notary Public within and for said County, in the State aforesaid, duly commissioned and acting, hereby certifies that on this 14th day of December, 1999, personally appeared before me Robert J. Welsh, Chairman & CEO, to me personally known and known to be the person who signed the foregoing Waiver, who, being by me duly sworn and being informed of the contents of said Waiver, stated and acknowledged on oath that he signed, sealed and delivered same with authority as his free and voluntary act and deed, for the uses, purposes and considerations therein mentioned and set forth.

My Commission Expires:
December 1, 2006

Tracy Sult
Notary Public Tracy Sult

PREPARED BY: OBER, KALER, GRIMES AND SHRIVER
120 E. BALTIMORE STREET
BALTIMORE, MARYLAND 21202-1643



213000003 1419000200152012297 0000000000 00050682962 0000000000 0000000000

DO NOT WRITE, STAPLE OR DEFACE IN THE ABOVE SPACE IN ANY MANNER

LAKE STATION-HOB.		21 00
TAXING UNIT		TYPE CODE
UTILITY UNIT	KEY NUMBER	DUPLICATE
00 14 19 0002 0015		201229
CURRENT TAX DUE NOV. INSTALLMENT		
50682.96		

1401 RIPLEY ST PT. W2 SW S.9 T.36 R.7 13.74AC. M/L	LS -46405
NOV	
WELSH OIL INC PO BOX 10725 800 E 86TH AVE MERRILLVILLE IN 46411-0725	

**1998 TAXES
PAYABLE IN 1999**
REAL ESTATE TAXES
LAKE COUNTY, INDIANA

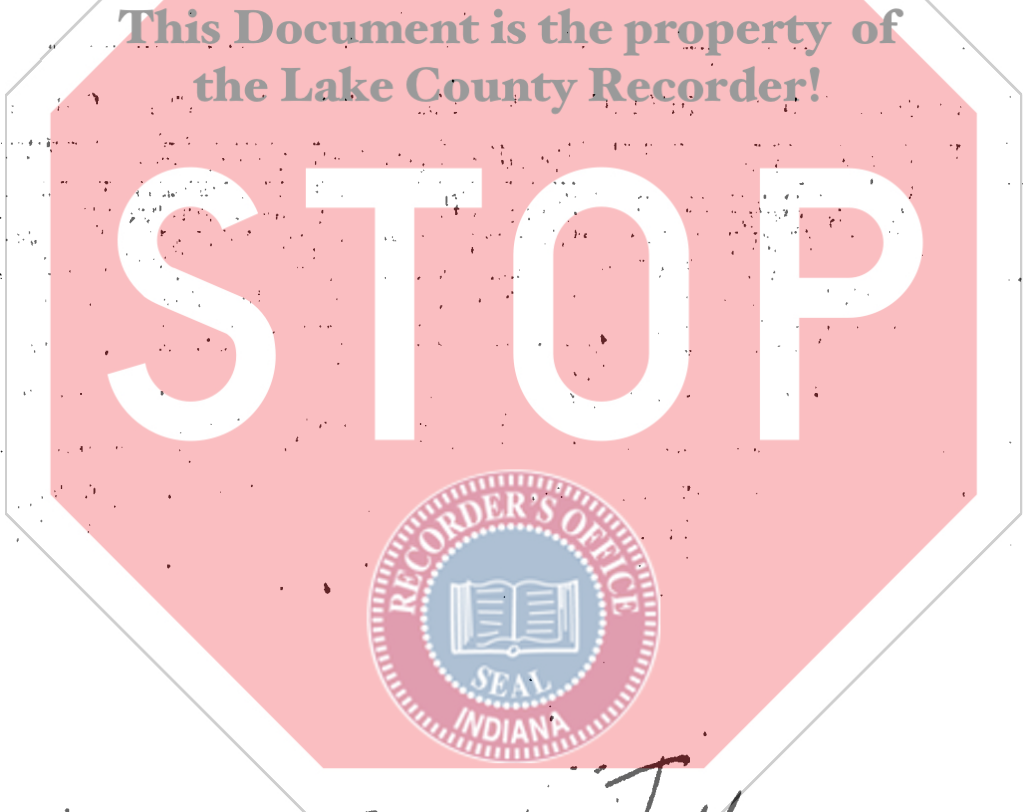
MAKE PAYABLE TO:
LAKE COUNTY TREASURER
2293 N. MAIN ST.
CROWN POINT, IN. 46307

SEND BOTH NOVEMBER
INSTALLMENT COPIES
WITH NOVEMBER PAYMENT
NOV
\$50682.96 LS

PAY THIS AMOUNT BY	TOTAL CURRENT TAX DUE NOV. INSTALLMENT
11-10	50682.96

TAX	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
PEN.	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
INT.	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•

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98-99
* PAID 99 124110993207
Document is NOT OFFICIAL!
SEE BACK FOR ADDITIONAL TAXPAYER INFORMATION.



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PETRO IN

LASALLE NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: WELSH, INC.

Approved By: _____
(Lessee to Initial each page)

Attached to Bill of Sale dated _____ 19 _____
and/or _____
Equipment located at:
1401 Ripley Street
Street No.

Equipment Schedule No. 1 Lake Station Lake IN 46356
City County State Zip

Manufacturer and/or Vendor Name & Invoice No.	Description	Invoice Cost
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Autovend Inc.
PO Box 19817
Indianapolis, IN 46219

- 1 - Auditmaster Single w/LRC
 - 1 - 12" Riser
 - 1 - LRC-12RS Cassette
- Discount
Freight
Sales Tax

INVOICE TOTAL

Invoice No.: 992310

C&T Design & Equipment Co., Inc.
2855 Tobey Drive
Indianapolis, IN 46219

- 1 - Metro C175-CN4 Proofer/Holding Cabinet
- Freight
Sales Tax
Service Charge

INVOICE TOTAL

Invoice No.: 38-0021-91695

North Coast Lighting LLC
5500 81st Ave
Merrillville, IN 46410

- 13 - Delta II in PB/B545 Antique Oak Blades w/4 light fixtures PB & 4pc set of glass
- Sales Tax

INVOICE TOTAL

Invoice No.: 10747

Palm Brothers
1031 Madeira Avenue
Minneapolis, MN 55405

Provide and install all Restaurant Equipment including but not limited to:
refrigeration equipment, Kitchen Equipment, Cashier Equipment, Toasters, Microwaves, Frymasters, Griddles, Slow Cookers, Tyme Smokers, Convection Ovens, Electric Kettles, Braising Pans, 60" Range, Pressure Steamers, Vegetable Peelers, Food Processors, Food Cutters, Food Slicers, Food Choppers, Meat Tenderizers, Mixers, Food Slicers, Walk In Coolers, Freezers, Ice Makers, Counters, Stools, Countertops, Dishroom and Sinks, Buffet, Tables, Booths, Cooking Equipment Line ups, Booths, Lockers, Griddle Counter Unit, Ice and Water Unit Stools, McCall Refrigeration Model No. MGM25-2 Back Bars, Shelving Units, Sandwich Units, Ice Bins, Milk Dispensers, Ice Cream Cab, Waitress Station, Chairs, Waste Cans, Server Station, Sneezeguards, Heat Lamps, Display Lights Food Warmers, Cutting Boards, Dispensers, Food Pick Up Units, Server Call System, Reach-In Refrigerator, Steam Table, Compressors, Ventilators Fire Protection System, Dish Machines, Steamers, Food Processors, Slicers, Mixers, Pot Racks Bread Racks, Cooling Racks, Storage Equipment, All Shelving



LASALLE NATIONAL LEASING CORPORATION

SCHEDULE OF EQUIPMENT

Lessee: WELSH, INC.

Approved By: _____
(Lessee to initial each page)

Attached to Bill of Sale dated _____ 19 _____
and/or _____
Equipment located at:
1401 Ripley Street
Street No. _____

Equipment Schedule No. 1
Lake Station Lake IN 46356
City County State Zip

Manufacturer and/or Vendor Name & Invoice No.	Description	Invoice Cost
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Document is
NOT OFFICIAL!

INVOICE TOTAL

LOCATION TOTAL

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the Lake County Recorder!

STOP

