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OFFICE OF THE
LAKE COUNTY
RECORDER
FILED FOR RECORD

2002 AUG -7 AM 10: 35

MEMORANDUM OF LEASE MORRIS W. CARTER
RECORDER

This Memorandum of Lease is entered into this 8TH day of July, 2002 between **3500 Hoyt, L.L.C.**, an Indiana limited liability company (the "Landlord"), with an office at 211 S. Walnut Avenue, Muncie, Indiana 47305 and **Tuffy Associates Corp.**, a Delaware corporation (the "Tenant"), 1414 Baronial Plaza Drive, Toledo, Ohio 43615.

1. **Premises.** The Landlord and Tenant entered into a Lease for premises (the "Leased Premises") located at 3700 Grant Street, Gary, Indiana 46408. The Leased Premises are located on the land described in Exhibit A to this Memorandum.

2. **Term.** The initial term of the Lease is for a period of twenty (20) years beginning on JULY 8TH, 2002. The Tenant also has two (2) options to extend the term of the Lease, each such option for a period of five (5) years.

3. **Exclusive Rights.** The Landlord has granted the Tenant the following exclusive rights:

During the term of this Lease and any renewals thereof, Landlord warrants that it will not use, or permit any other tenant or party to use, any other portion of the property, or any property owned by Landlord adjacent or contiguous to the property, for the purpose of providing the following automotive services and/or repairing, replacing and installing the following automotive parts: mufflers, brakes, struts, shocks, air-conditioning, alignments and tires.

All of such exclusive rights run with the land for the term of the Lease and for any extensions and/or holdovers of the Lease Term.

4. **Right of First Refusal.** The Tenant has the following right of first negotiation to acquire the Leased Premises:

If at any time during the term of this Lease, the Landlord shall decide to sell the Leased Premises, the Landlord shall notify the Tenant before agreeing to sell the Leased Premises to any third party. The Tenant shall have thirty (30) days after such notice in which to negotiate an agreement for the purchase of the Leased Premises. If the Landlord and Tenant do not negotiate an Agreement within such period, then the Landlord shall be free to sell the Leased Premises to any third party. If the Landlord does not sell the Leased Premises within twenty-four (24) months of the end of Tenant's negotiation period, then Tenant's right of first negotiation shall be reinstated.

IN WITNESS WHEREOF, the parties have signed this Memorandum of Lease on the date above written.

06026497 10FZ

HOLD FOR FIRST AMERICAN TITLE

KA 5/15

Signed and Acknowledged in the Presence of:

LANDLORD:
3500 HOYT, L.L.C.

Kate Spisak
Printed Name of Witness: Kate Spisak

BY: [Signature]
ITS: MEMBER

T. Weaver
Printed Name of Witness: TAMMY WEAVER

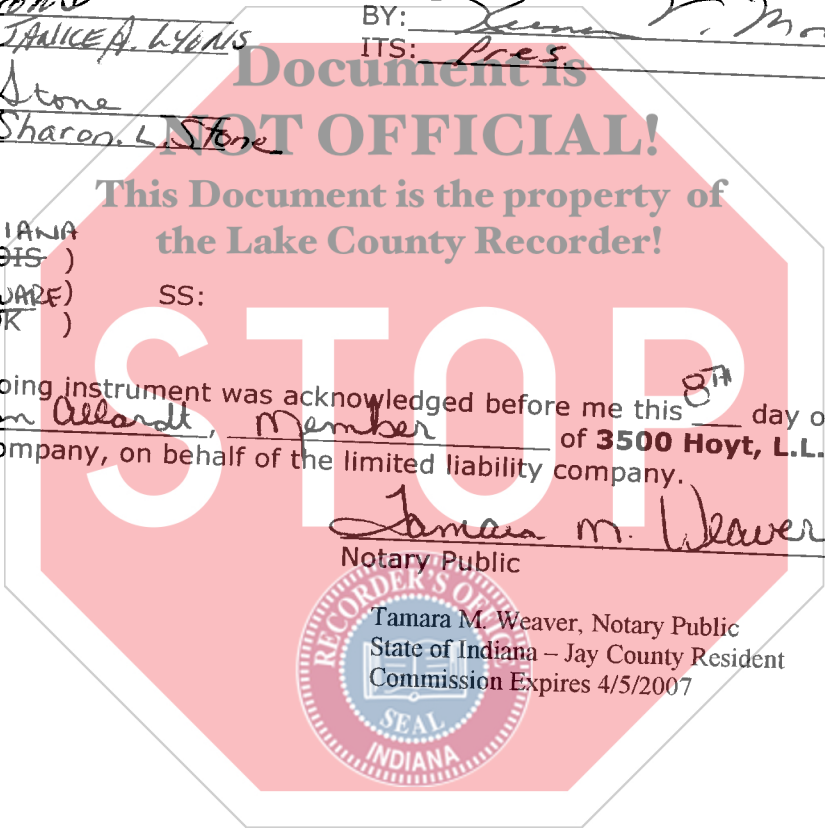
Signed and Acknowledged in the Presence of:

TENANT:
TUFFY ASSOCIATES CORP.

Janice A. Lyons
Printed Name of Witness: JANICE A. LYONS

BY: [Signature]
ITS: Pres.

Sharon L. Stone
Printed Name of Witness: Sharon L. Stone

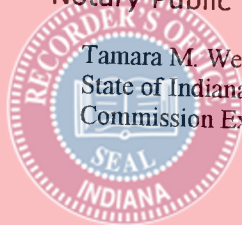


INDIANA)
STATE OF ILLINOIS)
DELAWARE)
COUNTY OF COOK)

SS:

The foregoing instrument was acknowledged before me this 8th day of July, 2002, by Bruce Allardt, member of **3500 Hoyt, L.L.C.**, an Indiana limited liability company, on behalf of the limited liability company.

Tamara M. Weaver
Notary Public



Site 1410

EXHIBIT A

LOTS 1, 2, 4, 6, AND 8, AND THE NORTH 10.8 FEET OF LOT 3, BLOCK 9, RED OAK SECOND ADDITIONAL TO TOLLESTON, CITY OF GARY, AS PER PLAT THEREOF IN PLAT BOOK 7, PAGE 32, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA.

3700 Grant Street, Gary, IN 46406

Tax Keys 41-49-0302-0001 and 41-49-0302-0025

