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MORRIS W. CARTER
RECORDER

THIS INSTRUMENT PREPARED BY:

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ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS is made as of the 9th day of February, 2004,
from:

FUEL SERVICE MART, INC., a Missouri corporation, having an address at 10417 West 84th Terrace,
Lenexa, Kansas 66214, as assignor (together with its successors and assigns and any subsequent owner or
owners of the Premises, the "Borrower"),

TO

HILLCREST BANK (together with any subsequent holder or holders of the Note, the "Lender"), having
an office at 11111 W. 95th Street, Overland Park, Kansas 66214.

FOR VALUE RECEIVED, and intending to be legally bound, Borrower hereby grants, sells,
assigns, transfers, sets over and delivers unto Lender, its successors and assigns, all right, title and interest
of Borrower in and to all the Leases (as hereinafter defined) covering all or any part of the Premises (as
hereinafter defined), together with all the Rents (as hereinafter defined) due and to become due to
Borrower, under the Leases or otherwise, and all Borrower's right and power to modify any of the Leases,
or to terminate the term of any of the Leases, or accept the surrender of any of the Leases, or to waive the
performance or observance by the tenant or lessee of any obligation or condition under any of the Leases,
or, to anticipate, for more than one month, Rents under any of the Leases.

TO HAVE AND TO HOLD the Leases and Rents unto Lender forever.

Borrower hereby covenants, promises and agrees as follows:

§1 Definitions. As used in this Assignment, the following terms shall have the meanings
indicated, unless the context otherwise requires. Other capitalized terms used but not defined herein shall
have the meanings given such terms in the Mortgage.

(a) "Event of Default" - The occurrence of any of the following events shall constitute
an Event of Default under this Assignment:

(1) if there shall exist a default under any other Loan Document and such
default shall continue beyond the applicable period of grace, if any, provided in such other Loan
Document, or if an "Event of Default", as defined in any other Loan Document, shall occur; or

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(2) if default shall be made by the Borrower in the performance of, or compliance with, any of the provisions of this Assignment.

(b) "Guarantors" shall mean, collectively, Abraham J. Gustin, individually, the Abraham J. Gustin Revocable Trust dated December 29, 1994, Gregory J. Gustin, David George and Michael George, and any person or entity who may at any time guarantee the payment of any or all of the Loan or the performance of any of the obligations of Borrower under the Loan Documents.

(c) "Leases" shall mean the entire lessor's interest in (i) all present and future leases (including subleases), licenses and concessions (including rights in respect of tenants holding over and tenancies following attornment) covering all or any portion of the Premises, (ii) all agreements for use or occupancy of any portion of the Premises, (iii) any and all guaranties of the performance of any lessee or party under any lease, license or concession, (iv) any and all extensions, modifications, renewals or supplements to any lease, license or concession (including any guaranty or other item included in this definition of "Lease"), and (v) all cash or securities deposited with the lessor under any Lease to secure performance of the tenant's obligations thereunder.

(d) "Loan Documents" shall mean collectively the Note, the Mortgage, this Assignment, any loan agreements pursuant to which the Note is made, any guarantees of all or any portion of the Note, any documents securing performance of any such guarantees, and each other instrument, document, certificate, agreement or assignment which evidences, secures or supports the indebtedness evidenced by the Note, and any amendments to any of the same hereafter made.

(e) "Mortgage" shall mean the Mortgage as defined in the Note.

(f) "Note" shall mean that certain Promissory Note, of even date herewith in the principal amount of \$24,500,000.00 made by Borrower to the order of Lender and any extensions, renewals, increases, modifications and refinancings thereof.

(g) "Obligations" shall mean (i) the prompt and punctual payment of each amount (whether of interest, principal, or principal and interest, late charge, or otherwise) coming due under the Note, and (ii) the performance of all obligations of Borrower under the Loan Documents.

(h) "Premises" shall mean collectively the land and interests in land described as set forth on Exhibit A attached hereto and made a part hereof, and any and all improvements now existing or hereafter erected on any of said land or interests in land.

(i) "Rents" shall mean all rentals, security deposits and other sums of money due or becoming due to Borrower under the Leases, all of the rents, royalties, income, receipts, revenues, issues and profits now due or which may hereafter become due to Borrower, its successors and assigns, under any Lease or arising from the use and enjoyment of the Premises, all moneys due and to become due to Borrower under any Lease for services, materials or installations supplied, all moneys payable in consideration of cancellation or early termination of any Lease (which cancellation or termination is not permitted without Lender's prior written consent), and all rights and remedies which Borrower may have against any party under the Leases or others in possession of any portion of the Premises for the collection or recovery of moneys so assigned hereby, and the proceeds of all such Rent, both cash and noncash, including but not limited to any minimum rents, additional rents, percentage rents, parking and common

area maintenance, insurance and tax contributions, any damages following default by any party under any Lease, any penalties or premiums payable by any party under any Lease and the proceeds of any policy of insurance covering loss of rents or business interruption resulting from destruction or damage to any portion of the Premises.

§2 Representations and Warranties. To induce Lender to accept this Assignment, Borrower hereby represents and warrants to Lender:

(a) That Borrower has full right and power to assign the Leases and Rents to Lender, and has not executed any prior and now existing assignment of any of its rights under any Lease or to any portion of the Rents to any person other than Lender;

(b) That Borrower has not done any act or thing which might prevent Lender from enjoying the benefits of the Leases and Rents assigned hereby;

(c) That on the date of this Assignment, there are no existing Leases.

§3 Affirmative Covenants. Borrower hereby covenants, promises and agrees that Borrower will:

(a) Observe, fulfill and perform each and every condition, covenant and provision of the Leases to be fulfilled or performed by Borrower;

(b) Enforce at the sole cost and expense of Borrower the performance or observance of each and every covenant and condition of each of the Leases;

(c) At the sole cost and expense of Borrower, appear in and defend any action growing out of or in any manner connected with any of the Leases, Rents or the obligations or liabilities of Borrower or any party thereunder;

(d) From time to time, upon request by Lender, execute and deliver to Lender, acknowledge when appropriate and record or file in the public records when appropriate, any and all writings, including without limitation further assignments of any Lease or Leases, financing statements and other writings that Lender may deem necessary or desirable to carry out the purpose and intent of this Assignment, or to enable Lender to enforce any right or rights hereunder; and

(e) From time to time, upon request by Lender, furnish to Lender a true copy of any Lease.

§4 Negative Covenants. Borrower will not, without the prior written consent of Lender:

(a) Modify or alter any of the material terms or provisions of any of the Leases;

(b) Terminate the term of, or accept a surrender of, any of the Leases;

(c) Anticipate Rents for more than one calendar month prior to the accrual thereof under the terms of the Leases;

(d) Waive, or release any party under any of the Leases from, any obligations or conditions to be performed by such party under its Lease;

(e) Pledge, transfer, mortgage or otherwise encumber or assign the Leases or the Rents;

(f) Permit any Lease to be subordinated to any deed of trust or mortgage junior in lien to the Mortgage, other than deeds of trust or mortgages executed for the benefit of Lender;

(g) In any other manner impair the value of the Premises or the security of this Assignment; or

(h) Execute any Lease except for actual occupancy by the lessee thereunder.

§5 Non-Assumption; Indemnity. Notwithstanding this Assignment or any exercise by Lender of any of Lender's rights hereunder, or any usage or custom to the contrary, Borrower shall retain full responsibility for the care, control, management and repair of the Premises. Lender does not hereby assume any of the Leases, and shall not be obligated to perform or discharge any obligation of Borrower under any of the Leases, or under or by reason of this Assignment. Borrower shall indemnify and defend Lender against, and hold Lender harmless from: (a) any and all liability, loss or damage which Lender may or might incur under any of the Leases or under or by reason of this Assignment; (b) any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation on Lender's part to perform or discharge any obligation under any of the terms of any of the Leases; (c) any and all liability, loss or damage which Lender may or might incur by reason of any deficiency or alleged deficiency in the care, control, management or repair of the Premises or any part thereof; and (d) any and all claims and demands whatsoever which may be asserted against Lender by reason of the condition of the Premises at any time. Should Lender incur any such liability, loss or damage under the Leases or under or by reason of this Assignment, or in defense against any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, together with interest thereon at the rate then applicable under the Note, shall be added to the Obligations secured hereby and Borrower shall reimburse Lender therefor immediately upon demand.

§6 Cross-Default. Any default by Borrower in the performance or observance of any covenant, obligation or undertaking of Borrower hereunder shall constitute and be deemed to be a default by Borrower under each of the Loan Documents to which it is a party, and shall entitle Lender to exercise any and all of the rights and remedies thereunder.

§7 Rent Roll. Borrower shall furnish to Lender, within ten (10) days after a request by Lender to do so, a written schedule setting forth the names of all lessees, the terms of their respective Leases, the spaces occupied, the rentals payable thereunder and the security deposits made thereunder.

§8 Right to Cure Default. These presents shall not be deemed or construed to constitute Lender as a mortgagee in possession of the Premises nor to obligate Lender to take any action hereunder, nor to incur any expenses or perform or discharge any obligation, duty or liability hereunder or under the Leases. However, should Borrower fail to make any payment or to perform any obligation of Borrower hereunder, then Lender, but without obligation so to do and without notice to or demand on Borrower and

without releasing Borrower from any obligation herein, may make or do the same, including specifically, without limiting Lender's general powers, appearing in and defending any action purporting to affect the security hereof or the rights or powers of Lender and performing any obligation of Borrower in any of the Leases contained, and in exercising any such powers paying necessary costs and expenses, employing counsel and incurring and paying reasonable attorneys' fees; and Borrower will pay immediately upon demand all sums expended by Lender under the authority hereof, together with interest thereon at the rate set forth in the Note, and the same shall be added to the Obligations secured hereby and shall be secured by all the security given for any of the Obligations until paid to Lender.

§9 Remedies. Upon or after the occurrence of any Event of Default, Lender, at its option, without notice, may: enter upon, take possession of, and operate the Premises; make, enforce, modify or accept a surrender of any of the Leases; obtain and evict tenants or licensees; fix or modify rents; make any alterations, renovations, repairs and replacements to the Premises which Lender deems necessary or desirable for the successful operation of the Premises; bring or defend any suits in connection with the Premises, Leases or Rents in its own name or in the name of Borrower; obtain such insurance as Lender deems desirable; do any acts which Lender deems proper to protect the security hereof until all Obligations secured hereby are paid or performed in full, and either with or without taking possession of the Premises, in its own name, or in the name of Borrower, sue for or otherwise collect and receive all Rents, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorneys' fees, upon any Obligations secured hereby in such order as Lender may determine. The entering upon and taking possession of the Premises, the collection of the Rents, and the application thereof as aforesaid, shall not cure or waive any default or waive, modify or affect any notice of default hereunder.

§10 Awards in Bankruptcy. Notwithstanding any agreement, law, custom or usage to the contrary, Borrower hereby assigns to Lender any award made hereafter to Borrower in any court procedure involving any of the parties to any Lease in any bankruptcy, insolvency or reorganization proceedings in any state or federal court; and any and all payments made by the tenants, concession holders or licensees in lieu of rent. Borrower hereby irrevocably appoints Lender as Borrower's attorney-in-fact to appear in any action and to collect any such award or payment. Such awards or payments shall be deemed as Rent and shall be paid to Lender.

§11 Assignment Absolute. Notwithstanding any provision herein to the contrary, this Assignment of Leases and Rents is intended to be an absolute assignment from Borrower to Lender and not the mere granting of a security interest. The Rents and Leases are hereby assigned absolutely by Borrower to Lender; nevertheless, Lender hereby grants to Borrower a revocable license and right to collect the Rents upon, but not prior to, accrual and to retain, use and enjoy the same. Lender hereby agrees with Borrower that Lender will not revoke said revocable license and right at any time prior to the occurrence of an Event of Default.

§12 Collection of Rents. At any time after the occurrence of an Event of Default Lender, upon notice to Borrower, may elect to have all Rents assigned hereunder paid directly to Lender and Lender may notify the tenants or any other party or parties in possession of the Premises or party to the Leases to pay all of the Rents directly to Lender, for which a copy of this Assignment shall be sufficient warrant. Upon such notice from Lender to the tenants under the Leases, the tenants under the Leases are hereby authorized and directed to pay all Rents directly to Lender, unless or until Lender otherwise directs said tenants. Each tenant's account with Borrower shall be credited with the amount of all Rents so paid by such tenant to

Lender. Borrower covenants and agrees to release and hold harmless all tenants under the Leases from any claim on account of any such payments made directly to Lender. Lender shall not be required to take possession of the Premises in order to exercise its rights under this §12, nor shall Lender be deemed to have taken possession of the Premises by reason of any exercise by Lender of its rights under this §12.

§13 Application of Rents. At any time after the occurrence of an Event of Default, Lender shall be entitled to apply the Rents (in such order of priority as Lender desires) to the payment of: (a) all expenses of managing the Premises, including, without limitation, the salaries, fees and wages of the managing agent and such other employees as Lender may deem necessary or desirable and all expenses of operating and maintaining the Premises, including, without limitation, all taxes, charges, claims, assessments, water rents, sewer rents and any other liens or insurance premiums which Lender may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Premises; (b) the principal and interest and other sums due under the Note, together with all costs and attorneys' fees (to the extent permitted by law); and (c) payment of any of the other Obligations. The exercise by Lender of the right granted in this Assignment to collect the Rents and the application thereof as herein provided shall not be considered a waiver of any default by Borrower, nor an election of remedies, under the Note, the Mortgage or other Loan Documents or under this Assignment.

§14 Termination Payments. Notwithstanding any other provision hereof seemingly to the contrary, if Borrower shall hereafter receive any payment in consideration of the termination or cancellation or surrender of any Lease prior to the expiration of the term of such Lease (and any then exercised option to extend such term) stated therein (each, a "Termination Payment"), Borrower shall receive the same in trust for Lender, and shall immediately pay such Termination Payment over to Lender, to be applied as a prepayment of the Note.

§15 Attorneys' Fees. At Borrower's sole cost and expense, Borrower will appear in and defend any action growing out of, or in any manner connected with, the Leases or the obligations or liabilities of the lessor, lessee or any guarantor thereunder. Lender, if made a party to any such action, or if it elects to become a party to any such action, may employ counsel and incur and pay necessary costs and expenses and reasonable attorneys' fees, and all such sums, with interest thereon from the date of expenditure at the then applicable rate set forth in the Note, shall immediately be due from Borrower and secured hereby. All provisions of this Assignment requiring Borrower to pay attorneys' fees of Lender shall be inapplicable if the Premises are situate in any state in which such provision would be unlawful.

§16 Merger. Borrower will not cause or permit the leasehold estate under any Lease to merge with Borrower's reversionary interest.

§17 Remedies Cumulative. Lender may take or release other security, may release any party primarily or secondarily liable for any Obligations secured hereby, may grant extensions, renewals or indulgences with respect to such Obligations, and may apply any other security therefor held by it to the satisfaction of such Obligations without prejudice to any of its rights hereunder. The rights of Lender to collect said Obligations and to enforce any other security therefor held by it may be exercised by Lender either prior to, simultaneously with or subsequent to any action by it hereunder. The failure of Lender to avail itself of any of the terms, covenants and conditions hereof shall not be construed or deemed to be a waiver of any rights or remedies hereunder. Lender shall have the full right, power and authority to

enforce this Assignment or any of the terms, covenants or conditions hereof, at any time or times that Lender shall deem fit.

§18 Termination. This Assignment of Leases and Rents shall terminate and become void automatically upon the Mortgage being satisfied and discharged of record.

§19 Miscellaneous. As used herein, each gender shall include the other genders, the singular number shall include the plural, and conversely. If Borrower is ever more than one person (or entity), the obligations of Borrower hereunder are joint and several. The headings and captions in this Assignment are for convenience only, and are not to be construed as defining or limiting in any way the scope or intent of the provisions of this Assignment.

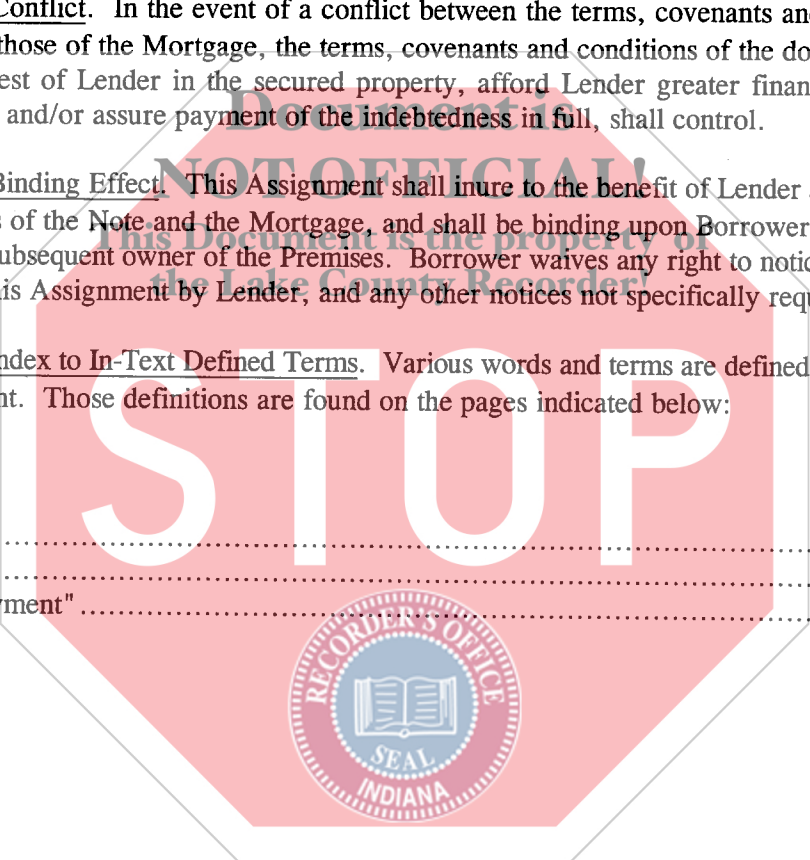
§20 Notices. All notices required or permitted to be given hereunder shall be deemed to have been duly given: (a) three (3) days after being sent by certified United States Mail, return receipt requested, to Borrower at 10417 West 84th Terrace, Lenexa, Kansas 66214, and to Lender at its address set forth above, or to such other place or places as either party hereto may from time to time designate to the other for the purpose of receiving notices hereunder; or (b) if given in the manner provided for the giving of notices under the Mortgage.

§21 Conflict. In the event of a conflict between the terms, covenants and conditions of this Assignment and those of the Mortgage, the terms, covenants and conditions of the document which shall enlarge the interest of Lender in the secured property, afford Lender greater financial security in the secured property and/or assure payment of the indebtedness in full, shall control.

§22 Binding Effect. This Assignment shall inure to the benefit of Lender and any subsequent holder or holders of the Note and the Mortgage, and shall be binding upon Borrower, its successors and assigns and any subsequent owner of the Premises. Borrower waives any right to notice of acceptance of, or reliance on, this Assignment by Lender, and any other notices not specifically required hereby.

§23 Index to In-Text Defined Terms. Various words and terms are defined throughout the text of this Assignment. Those definitions are found on the pages indicated below:

<u>TERM:</u>	<u>PAGE NUMBER:</u>
"Borrower"	1
"Lender"	1
"Termination Payment"	6



§24 WAIVER OF JURY TRIAL. EACH PARTY HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS ASSIGNMENT, THE LOANS OR THE LOAN DOCUMENTS, THE RELATIONSHIPS BETWEEN BORROWER AND LENDER, BORROWER'S USE AND OCCUPANCY OF THE PREMISES OR THE TRANSACTIONS CONTEMPLATED BY THE LOAN DOCUMENTS.

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SIGNATURE PAGE FOLLOWS]



EXHIBIT A

Legal Description

[1 Indiana Property]



EXHIBIT A

THAT PART OF LOT 5, ARIE JABAAY'S SUBDIVISION OF A PART OF THE WEST HALF OF SECTION 13 AND PART OF THE NORTH HALF OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 10 WEST OF THE SECOND PRINCIPAL MERIDIAN, IN THE TOWN OF MUNSTER DESCRIBED AS COMMENCING AT A POINT ON THE NORTH LINE OF RIDGE ROAD 160 FEET SOUTHEASTERLY FROM THE WEST LINE OF SAID LOT 5, MEASURED ALONG THE NORTH LINE OF RIDGE ROAD; THENCE RUNNING SOUTHEASTERLY ALONG THE NORTH LINE OF RIDGE ROAD 124.61 FEET TO THE WEST LINE OF LYMAN STREET; THENCE NORTH ALONG LYMAN STREET 107.3 FEET; THENCE NORTHWESTERLY PARALLEL WITH THE NORTH LINE OF RIDGE ROAD 124.15 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID LOT 5, 107.25 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, INDIANA.

ALSO DESCRIBED AS FOLLOWS:

PART OF LOT 5, ARIE JABAAY'S SUBDIVISION OF A PART OF THE WEST HALF OF SECTION 13 AND A PART OF THE NORTH HALF OF SECTION 24, TOWNSHIP 36 NORTH, RANGE 10 WEST IN THE TOWN OF MUNSTER DESCRIBED AS FOLLOWS: BEGINNING AT AN IRON PIPE ON THE NORTH LINE OF RIDGE ROAD 160 FEET SOUTHEASTERLY FROM THE WEST LINE OF LOT 5; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 106.74 FEET TO AN IRON PIPE; THENCE SOUTH 80 DEGREES 12 MINUTES 40 SECONDS EAST, 124.62 FEET TO AN IRON PIPE ON THE WEST LINE OF LYMAN STREET; THENCE ALONG SAID WEST LINE SOUTH 00 DEGREES 00 MINUTES 15 SECONDS WEST, 106.74 FEET TO THE NORTH LINE OF RIDGE ROAD; THENCE ALONG SAID NORTH LINE NORTH 80 DEGREES 12 MINUTES 40 SECONDS WEST, 124.61 FEET TO THE POINT OF BEGINNING CONTAINING 0.30 ACRES.

