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THIS INSTRUMENT WAS PREPARED BY:
LANDAMERICA COMMERCIAL SERVICES
7577 Rambler Road, Suite 1200
Dallas, TX 75231

2007 06 30 77

AND SHOULD BE RETURNED TO:
Timothy R. Miedona, Esquire
Lowndes Drosdick Doster Kantor & Reed, P.A.
450 South Orange Ave., Suite 250
Orlando, FL 32801

Store No. 271-98

07-002410

EASEMENT AGREEMENT

This Easement Agreement ("Easement Agreement") is effective as of the 25 day of May, 2007 by and between **PILOT TRAVEL CENTERS LLC** ("Pilot"), a Delaware limited liability company with its principal offices at 5508 Lonas Road, Knoxville, Tennessee 37909, and **WINGFOOT COMMERCIAL TIRE SYSTEMS, LLC** ("Wingfoot"), an Ohio limited liability company with its principal offices at 1000 South 21st Street, Fort Smith, Arkansas 72901.

WHEREAS, Pilot owns and/or operates a nationwide chain of travel centers (each a "Travel Center" and collectively, the "Travel Centers") and desires to have available a truck repair service business that is complementary to its Travel Center business by allowing Wingfoot to develop and operate truck repair facilities at certain Travel Centers pursuant to the terms of the Master Development Agreement effective as of June 23, 2006 (the "Development Agreement"), which contemplates execution of this Easement Agreement by Wingfoot, and as applicable, by any third party investor of Wingfoot, in connection with each truck repair facility developed, leased/subleased and operated by Wingfoot; and

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Store No. 271-98

MERIDIAN TITLE CORPORATION
HAS MADE AN ACCOMODATION
RECORDING OF THIS DOCUMENT

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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007404

WHEREAS, Wingfoot desires to operate the Shop located at 2539 Burr Street, Gary, Indiana, and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the “Shop”) adjacent to the Pilot Travel Center at such address pursuant to the terms of the Development Agreement and this Easement Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration provided for in the Development Agreement and this Easement Agreement, the receipt and sufficiency of which is acknowledged by the parties, it is agreed as follows:

1. **Profits and Losses of Shop and Travel Center:** Notwithstanding anything to the contrary in this Easement Agreement, Pilot will not be entitled to share any profits derived by Wingfoot from the operation of the Shop, nor shall Pilot be required to share any losses incurred in the operation of the Shop by Wingfoot, and Wingfoot will not be entitled to share any profits derived by Pilot from the operation of a Travel Center, nor shall Wingfoot be required to share any losses incurred by Pilot due to operation of a Travel Center. The parties agree and acknowledge that this Easement Agreement is not designed to create a partnership or joint venture between the parties.

2. **Grant of Easement Rights:**

(a) Pilot hereby grants and conveys to Wingfoot, its affiliate and/or third party investor, as applicable, and Wingfoot its affiliate and/or third party investor hereby accepts from Pilot pursuant to the terms and conditions of this Easement Agreement, a non-exclusive ingress/egress easement over and across the Pilot Travel Center located adjacent to the Shop, as more particularly described on **Exhibit B** attached hereto and incorporated herein by reference (the “Easement Area”). This grant of easement rights is intended to be and hereby is declared to

be covenants running with the land and with title to the land, subject to the terms of this Easement Agreement, any applicable lease, purchase agreement or other agreement in connection therewith. Pilot reserves the right to change the ingress/egress routes through the Travel Center, at its sole cost and expense, as long as any such change does not materially interfere with the access of Wingfoot's customers to the Shop location. The easement rights granted pursuant to this Easement Agreement may only be used for ingress/egress purposes and not for parking or any other purpose; provided however, Wingfoot, its affiliate and/or third party investor shall be entitled to utilize up to five (5) designated parking spaces for temporary parking not to exceed five (5) days while vehicles are under repair or awaiting delivery of parts for use in a repair job. In addition, Pilot agrees that Wingfoot, its affiliate and/or third party investor shall have easement rights to a minimum of one hundred (100) feet deep of free and clear space in front and behind the Shop property. The parties agree to keep the Easement Area clear for access by the customers of the other party. Wingfoot, any affiliate and/or any third party investor are prohibited from gaining access to the Shop by any means other than the easement rights granted herein.

(b) For so long as the Shop is not being commercially operated, Pilot hereby grants and conveys to Wingfoot's third party investor, and the third party investor hereby accepts from Pilot pursuant to the terms and conditions of this Easement Agreement, at no cost to the third party investor, a non-exclusive, administrative ingress/egress easement over and across the Easement Area in the event Wingfoot or its affiliate vacates the Shop premises subject to the terms and conditions set forth in the Ground Lease Agreement dated of even date herewith (the "Ground Lease") between Pilot and the third party investor (the "Administrative Easement"). Notwithstanding anything set forth herein, if Wingfoot or any subsequent commercial operator

vacates the Shop premises and the Shop is not being commercially operated, the third party investor shall not be required to pay any fee, including any Base Rent or Percentage Rent, for the Administrative Easement.

(c) The term of the easement rights granted herein shall be (i) concurrent with Wingfoot's or its affiliate's Lease/Sublease (as defined in the Development Agreement) term, as the same may be extended or renewed by Wingfoot or its affiliate with the periods specified and options exercised in the Lease/Sublease Agreement, or (ii) concurrent with the term of the 99-year lease between Pilot and Wingfoot's designated third party investor. If Wingfoot, its affiliate and/or third party investor holds title to the Shop real property, Pilot shall grant a non-exclusive permanent easement to Wingfoot, its affiliate and/or third party investor which confers substantially the same rights and obligations of this Easement Agreement and the terms of which shall be part of the transfer of the Shop property to Wingfoot, its affiliate and/or third party investor.

(d) This Easement Agreement, regardless of whether the Shop is (i) located on property conveyed to Wingfoot, its affiliate or third party investor by Pilot or (ii) located on property leased or subleased by Wingfoot, its affiliate or third party investor from Pilot (99-year lease or otherwise), shall always be deemed to be appurtenant to the Shop and may not be severed from the Shop in any circumstance or event, subject to the provisions of Section 2(b).

3. **Rent for Easement Rights:** Wingfoot shall pay Pilot rent for the Easement Area of \$5,000.00 per month (the "Base Rent"). The Base Rent paid by Wingfoot shall commence and run concurrent with the monthly rent payments for the Shop. Base Rent for any partial month occupancy shall be prorated. The Base Rent for the easement shall automatically increase by 10% on the first of the month following each five (5) year anniversary that the Shop is

governed by this Easement Agreement. The “Gross Sales Amount” shall increase by 10% on the first day of the month following the fifteen (15) year anniversary of this Easement Agreement and at the beginning of each five (5) year period thereafter. In addition to the Base Rent, Wingfoot shall pay Pilot percentage rent (the “Percentage Rent”) based upon Wingfoot’s quarterly (with quarters ending at the end of the months of March, June, September and December) Gross Sales Amount (herein defined) at the Shop based upon the following formula:

<u>“Gross Sales Amount”</u>	<u>Percentage Rent</u>
Equal to or less than \$750,000.00	None
Greater than \$750,000.00 but Less than or equal to \$1,050,000.00	1% of Gross Sales in excess of \$750,000.00 up to \$1,050,000.00
Greater than \$1,050,000.00	2% of Gross Sales in excess of \$1,050,000.00

Examples of the rent structure are as follows:

Example 1: If the Gross Sales Amount for a particular quarter for the Shop is \$825,000.00, the Percentage Rent would be \$750.00 (1% of \$75,000) for that particular quarter.

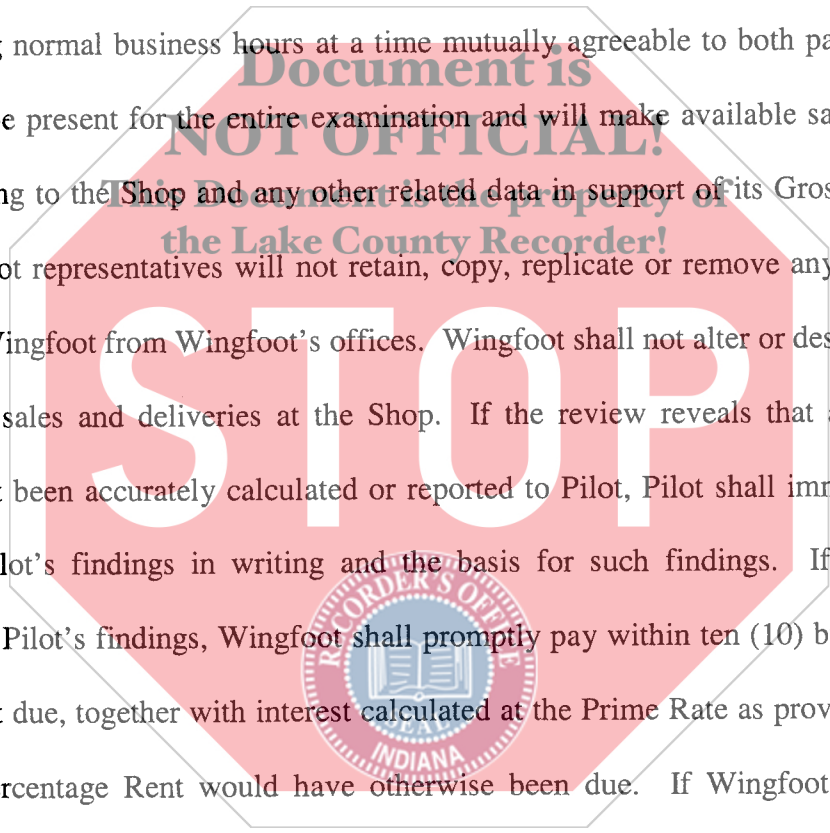
Example 2: If Gross Sales Amount for a particular quarter for the Shop is \$1,275,000.00 the Percentage Rent would be \$7,500.00 (1% of \$300,000.00 [the amount of \$1,050,000.00 less \$750,000.00] + 2% of \$225,000.00 [the amount in excess of \$1,050,000.00]) for that particular quarter.

The term “Gross Sales Amount” as used in this Easement Agreement shall include cash and credit sales of goods or services at or from the Shop after any bona fide discounts or rebates are provided to any customers of Wingfoot, as evidenced by a Wingfoot invoice or other evidence of sale (or delivery in the case of a national account). Products or services delivered on behalf of a third party national account program shall be specifically included in the Gross Sales

Amount. The term Gross Sales Amount shall also include goods or services sold at the Shop by means of any kind of promotion, such as, but not limited to, package sales by use of a card or voucher issued by Wingfoot or any other means where goods or services are sold by Wingfoot and redeemed at the Shop but no cash or credit card receipt is generated at the Shop where the redemption occurs. Wingfoot shall not structure any sale or manipulate sales practices between non-Pilot shops and the Shop governed by this Easement Agreement so as to manipulate or unfairly account for Gross Sales for purposes of this Easement Agreement. The Gross Sales Amount shall not include taxes associated with any goods or services. Wingfoot shall not “shift” reporting of sales from one Shop to another to avoid the application of Percentage Rent pursuant to this Easement Agreement. The Gross Sales Amount shall be calculated on a quarterly basis by Wingfoot and reported to Pilot quarterly no later than the 15th day of the month following the end of the quarter for the preceding quarter. To the extent any Percentage Rent is due based upon Wingfoot’s reporting of the Gross Sales Amount, the report shall be accompanied by payment of the Percentage Rent due as shown on the report.

4. **Wingfoot’s Record Keeping and Pilot’s Audit Rights:** Wingfoot shall keep just, accurate and true books and records of all sales relating to the Shop such that detailed records of goods and services sold or provided at the Shop are maintained in order to calculate and report the Gross Sales Amount for the purpose of calculating the Percentage Rent due under this Easement Agreement. Such records shall include, but not be limited to, recording of all sales (or, in the case of national accounts, deliveries) at the Shop by means of a permanent record. Should Pilot disagree with the Percentage Rent payment for the Shop, Wingfoot will provide Pilot with the detailed invoice data (or delivery data in the case of national accounts) used in the calculation of the Percentage Rent within thirty (30) days of Pilot’s written request. Pilot agrees

that it will maintain the confidentiality of all proprietary Wingfoot sales information and that it will not copy, replicate, disseminate or discuss the data provided with any party outside the Pilot organization, including the Shop, other than Pilot attorneys and accountants subject to confidentiality obligations and Wingfoot officials at its headquarters in Fort Smith, Arkansas. Pilot representatives shall be entitled to conduct a supervised examination of Wingfoot's sales records (and delivery records in the case of national accounts) for the Shop, no more than once per year (unless a previous examination within the three (3) year calendar period revealed an underreporting of the Gross Sales Amount by more than 5%, in which event Pilot shall be entitled to conduct examinations twice per year), to confirm the Gross Sales Amount reported by Wingfoot to Pilot. The examination will take place at Wingfoot headquarters in Fort Smith, Arkansas during normal business hours at a time mutually agreeable to both parties. Wingfoot personnel will be present for the entire examination and will make available sales and delivery records pertaining to the Shop and any other related data in support of its Gross Sales Amount calculation. Pilot representatives will not retain, copy, replicate or remove any records or data proprietary to Wingfoot from Wingfoot's offices. Wingfoot shall not alter or destroy any records pertinent to its sales and deliveries at the Shop. If the review reveals that any Gross Sales Amount has not been accurately calculated or reported to Pilot, Pilot shall immediately inform Wingfoot of Pilot's findings in writing and the basis for such findings. If Wingfoot is in agreement with Pilot's findings, Wingfoot shall promptly pay within ten (10) business days any Percentage Rent due, together with interest calculated at the Prime Rate as provided below from the date the Percentage Rent would have otherwise been due. If Wingfoot disputes Pilot's findings or the parties can not reach a mutually acceptable resolution, Pilot must be notified within thirty (30) days, and Pilot and Wingfoot will agree to a subsequent examination by a



mutually acceptable independent third party professional accountant or arbitrator who will make a final determination regarding the accuracy of the Gross Sales Amount calculation. Pilot and Wingfoot agree to share the cost of the independent third party reviewer or arbitrator and be bound by their conclusion. Failure by Wingfoot to respond to Pilot's findings within thirty (30) days will constitute concurrence by Wingfoot with Pilot's original findings, and Wingfoot shall be required to promptly pay any amounts due including interest at the Prime Rate. For purposes of this Section 4, Prime Rate shall be the "Prime Rate" as reported in the "Money Rates" section of the Wall Street Journal as of the date of Pilot's review.

5. **Real Property Taxes and Maintenance for Easements:** Pilot shall be solely responsible for any real property taxes payable with respect to any easements granted pursuant to this Easement Agreement. Further, Pilot shall be solely responsible for maintaining the easement areas granted pursuant to this Easement Agreement.

6. **Termination:** Neither Pilot nor Wingfoot shall have the right to terminate the easement rights and obligations created by this Easement Agreement for the Shop, other than as set forth in the default section (Section 7 below) of this Easement Agreement and the Development Agreement.

7. **Default and Remedies Upon Default:**

(a) **Wingfoot Default and Pilot's Remedies:** Any of the following occurrences, conditions or acts shall constitute an "Event of Default" by Wingfoot under this Easement Agreement:

(i) If Wingfoot (A) defaults in making payment when due of any Base Rent or Percentage Rent required by this Easement Agreement and the default continues for a period of ten (10) days after written demand for payment from Pilot, or (B) defaults in the observance or

performance of any other provision of this Easement Agreement (which is Wingfoot's responsibility), and the default continues for a period of thirty (30) days after Pilot gives written notice to Wingfoot specifying the default and demanding it be cured; provided, however, if the default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such thirty (30) day period, Wingfoot may have any longer period that is reasonably necessary to cure the default, so long as Wingfoot initiates a cure within the thirty (30) day period, prosecutes the cure to completion with due diligence and advises Pilot from time to time of the actions which Wingfoot is taking to cure the default and the progress being made; or

(ii) If there is an unremedied Event of Default by Wingfoot under the Lease/Sublease Agreement; or

(iii) If there is a "Wingfoot Event of Default" under the Development Agreement as defined therein and in accordance therewith.

If there is an unremedied Event of Default by Wingfoot, Pilot may terminate the Lease Agreement and Easement Agreement and take possession of the Shop pursuant to the terms of the Lease Agreement, or take any other action to protect Pilot's interest as permitted by law or equity consistent with the Development Agreement. All remedies of Pilot shall be considered cumulative and not exclusive.

(b) **Pilot Default and Wingfoot's Remedies:** Any of the following occurrences, conditions or acts shall constitute an "Event of Default" by Pilot under this Agreement:

(i) If Pilot abandons, closes or sells a Travel Center adjacent to the Shop, unless such abandonment, sale or closing is in accordance with the procedures set forth in the Development Agreement or results from a temporary closing or from a governmental order; or

(ii) If Pilot defaults in the observance or performance of any other provision of this Easement Agreement (which is Pilot's responsibility) and the default continues for a period of thirty (30) days after Wingfoot gives written notice to Pilot specifying the default and demanding that it be cured; provided, however, if the default cannot be cured by the payment of money and cannot with due diligence be wholly cured within such thirty (30) day period, Pilot may have any longer period that is reasonably necessary to cure the default, so long as Pilot initiates a cure within the thirty (30) day period, prosecutes the cure to completion with due diligence and advises Wingfoot from time to time of the actions which Pilot is taking and the progress being made; or

(iii) If there is an unremedied Event of Default by Pilot under the Ground Lease; or

(iv) If there is a "Pilot Event of Default" under the Development Agreement as defined therein and in accordance therewith.

If there is an Event of Default by Pilot pursuant to this section, Wingfoot may terminate the Lease Agreement and Easement Agreement as to the Shop and have no further liability or obligations to Pilot for the Shop hereunder, except for any liability that accrues prior to the date of said termination. All remedies of Wingfoot shall be cumulative and not exclusive.

8. **Assignment:** Any permitted assignment or sublease of the Lease/Sublease Agreement as to the Shop or any permitted sale or assignment of a Shop in accordance with the Development Agreement shall likewise operate as a transfer of the rights and obligations of this Easement Agreement and any transferee shall assume the obligations of this Easement Agreement. The rights and obligations of this Easement Agreement shall not be assigned or transferred independently of the Lease/Sublease Agreement or a permitted sale or assignment.

9. **Condemnation:** In the event the Easement Area is condemned (in whole or in part) or is transferred to a governmental authority in lieu of condemnation, (a) Pilot shall be entitled to all awards in connection with any such taking of realty, (b) to the extent access to Wingfoot's Shop is materially altered and to the extent possible given available space considerations, Pilot shall reconfigure the traffic flow patterns at the adjacent Travel Center so as to provide Wingfoot with reasonably equivalent ingress/egress rights, to Wingfoot's reasonable satisfaction, to replace the Easement Area(s) taken in such condemnation or transfer in lieu thereof, (c) the fee payable by Wingfoot pursuant to this Easement Agreement shall be reduced on a pro rata basis for the period that access is materially altered until it has been replaced by reasonably equivalent ingress/egress to Wingfoot's reasonable satisfaction based on average monthly gross sales for the previous twelve (12) month period, and (d) Wingfoot reserves the right to claim, prove and receive in any condemnation proceedings such amounts as may be permitted by law. Upon mutual agreement of the parties with respect to the matters set forth in this Section 9, the parties shall execute a written amendment to this Easement Agreement reflecting such mutual agreements. If such a reconfiguration is not feasible or possible, Pilot and Wingfoot, its affiliate and/or third party investor will discuss alternatives and if there are no commercially reasonable alternatives, Wingfoot, its affiliate and/or third party investor shall have the option to terminate any lease/sublease agreement as to the specific Shop and all related agreements, including this Easement Agreement, only with respect to such Shop without further liability thereunder and hereunder with disposition rights for the property upon such termination as set forth in the Ground Lease.

10. **Notices:** Any and all notices, designations, consents or any other communication authorized or required by this Easement Agreement shall be given in writing by certified mail,

return receipt requested, or by a nationally recognized overnight carrier and sent in the following manner:

Notices to Wingfoot shall be directed as follows:

Wingfoot Commercial Tire Systems, LLC
Attn: President
P.O. Box 48 (1000 South 21st Street)
Fort Smith, AR 72902
Fax: 479-788-6469

With a copy to:

Wingfoot Commercial Tire Systems, LLC
Attn: Corporate Secretary
1144 East Market Street
Akron, OH 44316

With a copy to:

The Goodyear Tire & Rubber Company
Attn: Real Estate Dept. 824
1144 East Market Street
Akron, OH 44316
Phone: 330-796-2238
Fax: 330-796-1931

Notices to Pilot shall be directed as follows:

Pilot Travel Centers LLC
5508 Lonas Road
Knoxville, TN 37909
Attention: General Counsel with a separate copy to VP/Development
Phone: 865-588-7488 / Fax 865-297-1423

With an additional copy by regular mail to:

Thomas H. Dickenson
Hodges, Doughty, & Carson
P.O. Box 869
Knoxville, Tennessee 37901

Or, in each case, at such other address as may be specified in writing to the other parties hereto.

All such notices, requests, demands, consents, waivers and other communications shall be deemed to have been received if by certified mail, on the fifth (5th) business day after the mailing thereof, or if by overnight courier service, on the day delivered.

11. Miscellaneous:

(a) **Time is of the Essence:** Time is expressly declared to be of the essence of this Easement Agreement.

(b) **Merger:** All prior statements, understandings, representations and agreements between the parties, oral or written, are superseded by and merged in this Easement Agreement, which together with the Development Agreement and the documents contemplated thereby including all Schedules and exhibits thereto and hereto (collectively, the "Transaction Documents") fully and completely expresses the agreement between them and which is entered into after full investigation, neither party relying upon any statement, understanding, representation or agreement made by the other not embodied in the Transaction Documents. This Easement Agreement shall be given a fair and reasonable construction in accordance with the intentions of the parties hereto, and without regard to or aided by canons requiring construction against the party drafting this Easement Agreement.

(c) **Modifications:** The terms of this Easement Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by both parties.

(d) **Further Assurances:** Each party, upon demand and at the party's own cost, will execute and deliver any written further assurances that are necessary, convenient, or desirable to document all transactions contemplated by this Easement Agreement so long as no further assurance operates to impose any new or additional liability upon any party.

(e) **Successors**: This Easement Agreement shall inure to the benefit of and bind the parties hereto and their permitted successors and assigns.

(f) **No Third-Party Beneficiaries**: This Easement Agreement shall not be deemed to confer in favor of any third parties any rights whatsoever as third-party beneficiaries, the parties hereto intending by the provisions of this Easement Agreement to confer no such benefits or status.

(g) **Severability**: If any provision of this Easement Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions hereof.

(h) **Headings**: The headings to the Sections of this Easement Agreement have been inserted for convenience of reference only and shall in no way modify or restrict any provisions of this Easement Agreement or be used to construe any such provisions.



Signed, sealed and delivered
in the presence of:

**WINGFOOT COMMERCIAL TIRE
SYSTEMS, LLC**, an Ohio limited
liability company

[Signature]
Name: GREG HALE
(Unofficial Witness)

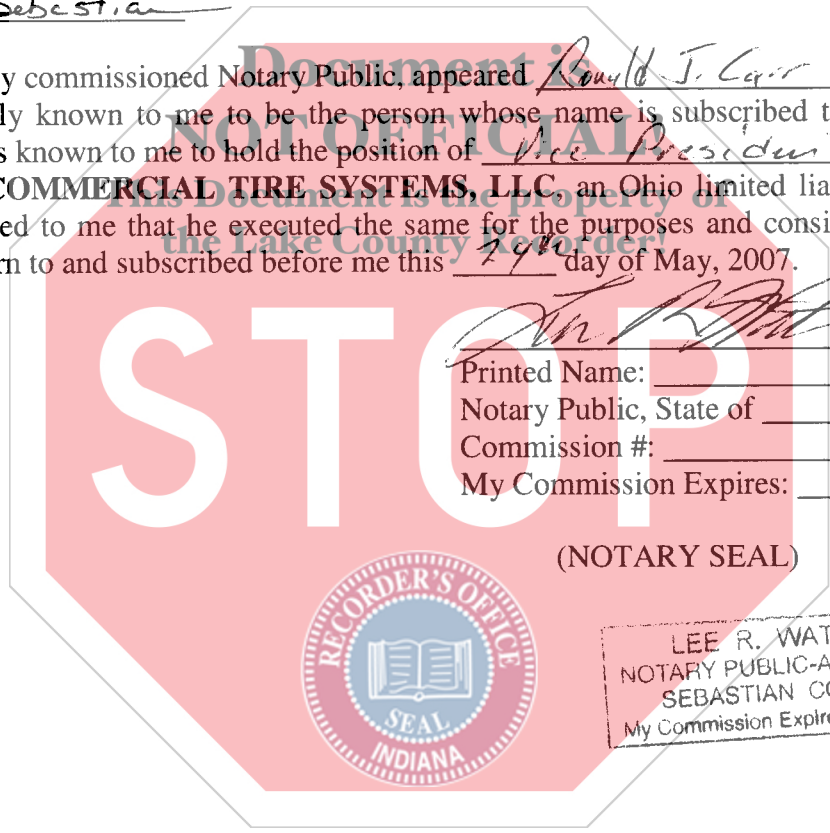
By: [Signature]
Name: RONALD J. CAEN
Its: VICE PRESIDENT

[Signature]
Name: Stacey Barkai
(Unofficial Witness)

(CORPORATE SEAL)

STATE OF Arkansas
COUNTY OF Sebastian

Before me, a duly commissioned Notary Public, appeared Ronald J. Caen, on this day who is personally known to me to be the person whose name is subscribed to the foregoing instrument and is known to me to hold the position of Vice President of **WINGFOOT COMMERCIAL TIRE SYSTEMS, LLC**, an Ohio limited liability company, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Sworn to and subscribed before me this 7th day of May, 2007.



[Signature]
Printed Name: _____
Notary Public, State of _____
Commission #: _____
My Commission Expires: _____

(NOTARY SEAL)



LEE R. WATSON
NOTARY PUBLIC-ARKANSAS
SEBASTIAN COUNTY
My Commission Expires 9-22-2015

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:

PILOT TRAVEL CENTERS LLC,
a Delaware limited liability company

Bart Williams
Name: BART WILLIAMS
(Unofficial Witness)

By: [Signature]
Name: Mitchell Stearned
Its: SVP-CFO

Deborah D. Jabali
Name: Deborah D. Jabali
(Unofficial Witness)

(CORPORATE SEAL)

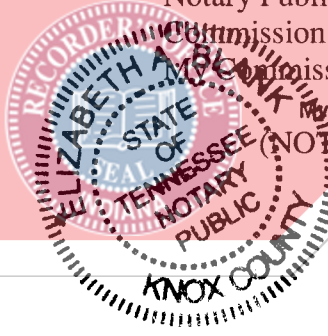
STATE OF TN
COUNTY OF Knox

Document is
NOT OFFICIAL!

Before me, a duly commissioned Notary Public, appeared Mitchell Stearned on this day who is personally known to me to be the person whose name is subscribed to the foregoing instrument and is known to me to hold the position of Sr. VP + CFO of **PILOT TRAVEL CENTERS LLC**, a Delaware limited liability company, and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Sworn to and subscribed before me this 24th day of May, 2007.

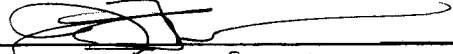
Printed Name: Elizabeth Blank
Notary Public, State of TN
Commission #: _____
Commission Expires: _____

My commission expires **Oct. 11, 2008**



(NO EARY SEAL)

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law.


Name: Jennifer Flynn Maxwell



Legal Description of Shop

A part of Lots 12 through 14, both inclusive, and a part of Lots 21 through 23, both inclusive, in Oak Lawn Second Addition, a subdivision in the City of Gary, Indiana, as per plat thereof, recorded in Plat Book 23, Page 76, in the office of the Recorder of Lake County, Indiana, being more particularly described as follows: Commencing at the Northeast corner of Lot 20 in said Subdivision; thence SOUTH 00 degrees 34 minutes 26 seconds East 30.44 feet; thence NORTH 90 degrees 00 minutes 00 seconds West 71.6 feet to the Point of Beginning; thence NORTH 90 degrees 00 minutes 00 seconds West, 137.7 feet; thence NORTH 00 degrees 00 minutes 00 seconds East, 130.00 feet; thence NORTH 90 degrees 00 minutes 00 seconds East, 137.7 feet; thence SOUTH 00 degrees 00 minutes 00 seconds West, 130.00 to the Point of Beginning, Containing 0.41 acres.



2539 Burr Street
Gary, IN
Lake County, IN
Store #271

Legal Description of Easement Area

PARCEL 1:

A part of Lot 1, all of Lots 2 through 17, both inclusive, and all of Lots 20 through 29, both inclusive, in Oak Lawn Second Addition, a Subdivision in the City of Gary, Indiana, as per Plat thereof, recorded in Plat Book 23, Page 76, in the Office of the Recorder of Lake County, Indiana, being more particularly described as one tract as follows:

Commencing at the Northwest corner of said Lot 1; thence NORTH 90 degrees 00 minutes 00 seconds East along the North line of said Lot 1 a distance of 10.01 feet to the true point of beginning of the tract herein described, said point of beginning being located on the South right of way line of West 25th Avenue; thence continuing NORTH 90 degrees 00 minutes 00 seconds East along said South right of way line a distance of 952.09 feet to the Northeast corner of Lot 17 in said Oak Lawn Second Addition, said point being also the Northwest corner of Tract 8 in Susanna Thiel Subdivision (per plat Book 26, Page 57, Office of the Recorder); thence SOUTH 0 degree 34 minutes 30 seconds East along the East line of said Lot 17 a distance of 293.69 feet to the Southeast corner thereof; thence NORTH 89 degrees 57 minutes 28 seconds West along the South line of Lots 12 through 17, both inclusive, in said Oak Lawn Second Addition a distance of 116.10 feet to the Southwest corner of said Lot 16; thence SOUTH 0 degree 34 minutes 28 seconds West along the East line of said Lot 20 a distance of 293.59 feet to the Southeast corner thereof; said point being located on the North right of way line of West 26th Avenue; thence NORTH 89 degrees 54 minutes 56 seconds West along said North right of way line a distance of 576.00 feet to a point in the East line of a 20 foot public alley; thence NORTH 00 degrees 34 minutes 30 seconds West along said East line a distance of 436.35 feet to a point; thence SOUTH 89 degrees 59 minutes 58 seconds West along the North line of said 20 foot public alley a distance of 25.34 feet to a point in the Easterly right of way line of Burr Street, as now located; thence NORTH 5 degrees 37 minutes 44 seconds West along said Easterly right of way line a distance of 52.83 feet to a point; thence NORTH 1 degree 45 minutes 03 seconds West along the Easterly right of way line of Burr Street a distance of 97.47 feet to the true point of beginning.

EXCEPTING therefrom that part of Lot 15 taken for Highway Purposes by Reason of Right of Way Grant from Wilber E. Wise, etal, to the State of Indiana, dated November 18, 1954 and recorded January 17, 1955, as Document No. 811186, Deed Record 972, Page 159.

PARCEL 2:

2539 Burr Street
Gary, IN
Lake County, IN
Store #271

A part of Lots 30 through 34, both inclusive in Oak Lawn Second Addition, a subdivision in the City of Gary, Indiana, as per plat thereof, recorded in Plat Book 23, Page 76, in the Office of the Recorder of Lake County, Indiana, described as follows:

Commencing at the Northwest corner of said Lot 30; thence SOUTH 89 degrees 59 minutes 58 seconds East along the North line of said Lot 30 a distance of 18.43 feet to the true point of beginning of the tract herein described; thence continuing NORTH 90 degrees 00 minutes 00 seconds East along said North line a distance of 231.57 feet to the Northeast corner thereof, thence SOUTH 0 degrees 34 minutes 27 seconds East along the East line of said Lots 30 through 34, a distance of 249.34 feet to a point in the North line of the South 17 feet of said Lot 24; thence NORTH 89 degrees 55 minutes 23 seconds West along said North line a distance of 179.99 feet to a point in the Easterly right of way line of Burr Street as now located; thence NORTH 4 degrees 37 minutes 27 seconds West along said Easterly right of way line a distance of 28.33 feet to a point; thence SOUTH 89 degrees 25 minutes 30 seconds West a distance of 30.00 feet to a point; thence NORTH 5 degrees 37 minutes 44 seconds West along said Easterly right of way line of Burr Street a distance of 222.22 feet to the true point of beginning.

PARCEL 3:

Lot 8, in Susanna Thiel Subdivision, as per plat thereof, recorded in Plat Book 26, Page 57, in the Office of the Recorder of Lake County, Indiana.

LESS AND EXCEPT THE LEASE AREA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A part of Lots 12 through 14, both inclusive, and a part of Lots 21 through 23, both inclusive, in Oak Lawn Second Addition, a subdivision in the City of Gary, Indiana, as per plat thereof, recorded in Plat Book 23, Page 76, in the office of the Recorder of Lake County, Indiana, being more particularly described as follows: Commencing at the Northeast corner of Lot 20 in said Subdivision; thence SOUTH 00 degrees 34 minutes 26 seconds East 30.44 feet; thence NORTH 90 degrees 00 minutes 00 seconds West 71.6 feet to the Point of Beginning; thence NORTH 90 degrees 00 minutes 00 seconds West, 137.7 feet; thence NORTH 00 degrees 00 minutes 00 seconds East, 130.00 feet; thence NORTH 90 degrees 00 minutes 00 seconds East, 137.7 feet; thence SOUTH 00 degrees 00 minutes 00 seconds West, 130.00 to the Point of Beginning, Containing 0.41 acres.

2539 Burr Street
Gary, IN
Lake County, IN
Store #271