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MICHAEL B. BROWN
RECORDER

UPON RECORDING RETURN TO:

Kristin K. Seabrook
Pilot Travel Centers LLC
5508 Lonas Drive
Knoxville, TN 37909

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law and this document was prepared by Timothy R. Kuiper, AUSTGEN KUIPER JASATTIS
130 N. Main Street, Crown Point, Indiana 46307

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MEMORANDUM OF LEASE AGREEMENT
the Lake County Recorder!**

This Memorandum of Lease Agreement ("Memorandum"), dated as of the 22 day of July, 2015, (the "Effective Date") will serve as notice of that certain Lease Agreement, dated July 22, 2015, (the "Lease"), by and among **CHROME LLC**, an Indiana limited liability company, having a mailing address of 3600 Michigan Ave., East Chicago, Indiana 46312 ("Lessor") and **PILOT TRAVEL CENTERS LLC**, a Delaware limited liability company authorized to transact business in the State of Indiana and having a mailing address of 5508 Lonas Drive, Knoxville, Tennessee 37909 ("Pilot").

WHEREAS, Lessor is the owner of approximately 29.349± acres of partially developed real property, located at 3600 Michigan Ave., East Chicago, Indiana 46312, and more particularly described on **Exhibit A** attached hereto and incorporated herein by reference (the "Lessor's Property"); and

WHEREAS, Lessor hereby leases to Pilot and Pilot hereby leases from Lessor a portion of the Lessor Property, consisting of the exclusive use of approximately twenty-two thousand forty-eight (22,048.00±) square feet of a building (the "Leased Premises"), the non-exclusive use of a rail spur (the "Rail Spur"), and the non-exclusive use of the access and parking areas adjacent to the Leased Premises and Rail Spur, a depiction of which is attached hereto as **Exhibit B** and incorporated herein by reference. Collectively, the Rail Spur, the access and parking areas are referred to as the "Common Area."

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

190-
Chc. 3090894
DJ

WITNESSETH THAT:

1. **LEASE:** In consideration of One and No/100 Dollar (\$1.00) cash in hand paid, and of the rentals and mutual covenants stated in the Lease, by and between Lessor and Pilot, the provisions of which are incorporated into and made a part of this Memorandum, Lessor hereby rents, demises and leases unto Pilot the exclusive use of the Leased Property under the terms and conditions set forth in the Lease.

2. **TERM:** The "Term" of the Lease commences on the 1st day of August, 2015, and shall continue for an initial period of five (5) years from such date. In addition, Pilot is granted the right to renew the Lease for two (2) additional terms of five (5) years each at the expiration of the initial term.

3. **MISCELLANEOUS PROVISIONS:** The parties agree that the covenants, conditions and agreements set forth herein shall be binding upon and inure to the benefit of the parties, their heirs, executors, administrators, successors and assigns. No amendments or modifications to this Memorandum or the Lease shall be binding unless set forth in writing and signed by both parties.

4. **NOTICE OF LEASE AGREEMENT:** This Memorandum does not set forth all of the provisions of the Lease. The purpose of this Memorandum is to give notice of the Lease, and of the provisions thereof, to the same extent as if fully set forth in this Memorandum. The terms and conditions set forth in the Lease shall be binding upon and inure to the benefit of Pilot and Lessor and their respective heirs, administrators, personal representatives, executors, administrators and assigns. In the event of a conflict between the provisions of this Memorandum and the Lease, the provisions of the Lease shall control. All agreements set forth in the Lease and in this Memorandum shall run with the land.

5. **COUNTERPARTS:** This Memorandum may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute one and the same Agreement.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Lessor and Pilot have executed this Memorandum this as of the Effective Date.

PILOT TRAVEL CENTERS LLC

By: [Signature]
Print: David A. Clothier
Its: Authorized Representative



STATE OF TENNESSEE)

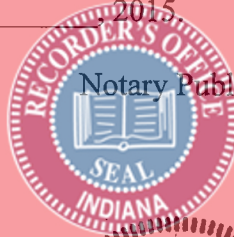
COUNTY OF KNOX)

SS. **Document is NOT OFFICIAL!**

Personally appeared before me, a Notary Public of the State and County aforesaid, David A. Clothier, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument), acknowledged to me that he executed the same in his authorized capacity as Authorized Representative of Pilot Travel Centers LLC, and that as such, Authorized Representative being duly and fully authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as Authorized Representative.

WITNESS my hand and official seal.

This the 16th day of July, 2015



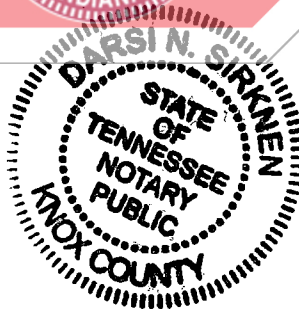
[Signature]
Notary Public

Darsi N. Sirkmen
(printed name)

Resident of Knox County, TN

My Commission Expires:

10/3/16



IN WITNESS WHEREOF, Lessor and Pilot have executed this Memorandum as of the Effective Date.

CHROME LLC

By: [Signature]
Printed: William Marsh
Its: general partner

STATE OF Indiana
COUNTY OF Lake)SS.

Personally appeared before me, a Notary Public of the State and County aforesaid, William Hayward Marsh, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument), acknowledged to me that he executed the same in his authorized capacity as General Partner of CHROME LLC, and that as such, William Hayward Marsh being duly and fully authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as General Partner.

WITNESS my hand and official seal.

This the 21 day of July, 2015.



Official Seal
CHARLENE G. BREWER
Resident of Lake County,
My commission expires
October 18, 2017



Notary Public:

Charlene G. Brewer

Charlene G. Brewer
(printed name)

My Commission Expires:

10.18.17

My Resident County:

Lake

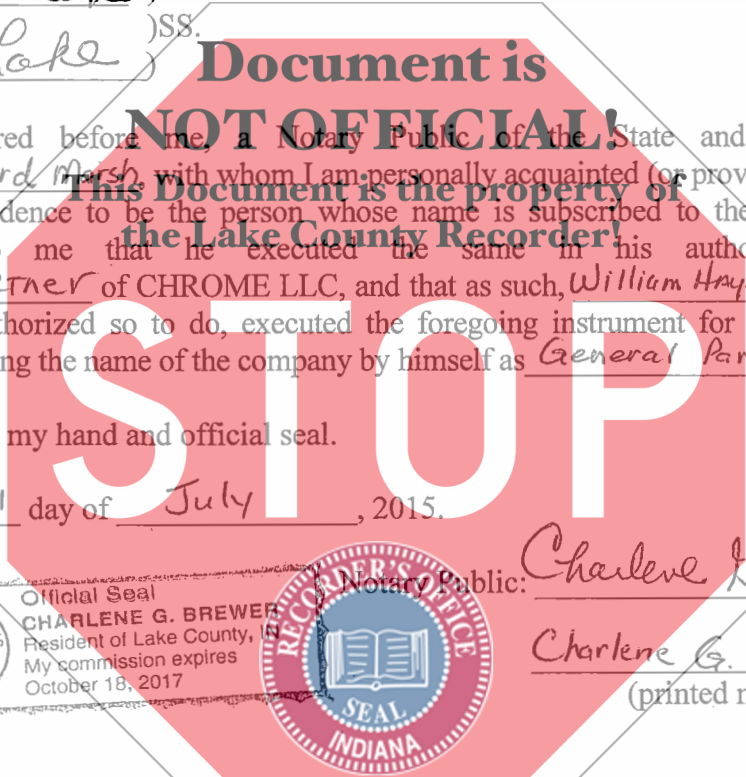


EXHIBIT A
TO MEMORANDUM OF LEASE AGREEMENT

Property Description

LEGAL DESCRIPTIONS (AS PER MERIDIAN TITLE CORPORATION TITLE COMMITMENT FILE NO. 13-20446 DATED JULY 24, 2014.)

Parcel 1:

Standard Forgings Company's Block A, being a consolidation of Blocks 1 and 2, in Fourth Addition and Block 24 in Second Addition to Indiana Harbor, together with the vacated alleys in and streets adjoining said Blocks in the East half of Section 21, Township 37 North, Range 9 West of the Second Principal Meridian, in the City of East Chicago, Lake County, Indiana.

EXCEPTING, however, the following described land: That part of Standard Forgings Company's Block "A", beginning at the Northerly corner of said Block "A", thence Southeasterly a distance of 50.02 feet along the Southwesterly line of Dickey Road to the Easterly line of said Block "A", the same being the Westerly line of Parrish Avenue; thence Southerly along the Westerly line of Parrish Avenue a distance of 6.43 feet, thence Northwesterly a distance of 54.73 feet to a point on the Northwesterly line of said Block "A", which point is 3.49 feet Southwesterly from the Northerly corner of said Block "A" measured along said Northwesterly Block Line, thence Northeasterly a distance of 3.49 feet to the place of beginning.

Parcel 2:

A piece of land in the East half of Section 21, Township 37 North, Range 9 West of the Second Principal Meridian, Lake County, Indiana, described as follows, to-wit: Beginning at a point on the Northwest line of Watling Street 92.36 feet Southwesterly of the intersection of the East line of Section 21 aforesaid, with the Northwest line of Watling Street; thence Northwesterly on a line parallel with and 1283.06 feet Southwesterly of the Southwesterly line of the right of way of the Pittsburgh, Fort Wayne and Chicago Railway Company 240.46 feet to the Southeasterly line of the right of way of the Indiana Harbor Railroad Company; thence Southwesterly on said right of way line 1538.98 feet to point of curve; thence continuing along said right of way on curve tangent to last described line and convex to the west with a radius of 1860.08 feet a distance of 907.33 feet, more or less, to the point of intersection of said right of way line with a line parallel with and 100 feet East of the East line of right of way of said Indiana Harbor Railroad Company to the South, produced North to said intersection; thence South on last described line 31.61 feet, more or less, to its intersection with the Northwest line of Watling Street, extended Southwesterly in a straight line; thence Northeasterly on the Northwest line of said Watling Street extended 2444.11 feet, to place of beginning, in the City of East Chicago, Lake County, Indiana, EXCEPTING, however, the following described land: that part of the Northeast quarter of Section 21, Township 37 North, Range 9 West of the Second Principal, beginning at the intersection of the Southwesterly line of Dickey Road and the Northwesterly line of Watling Street, and said point being the Northerly corner of Standard Forgings Company's Block "A", thence Southwesterly along the Northwesterly line of said Block "A", a distance of 3.49 feet, thence Northwesterly a distance of 60.74 feet to a point in the Southwesterly line of Dickey Road, thence Southeasterly a distance of 60.84 feet to the place of beginning.