

STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2016 054924

2016 AUG 12 AM 8:47

MICHAEL B. BROWN  
RECORDER

When Recorded, return to:

First American Title Insurance Company  
2425 E. Camelback Road, Ste. 300,  
Phoenix, AZ 85016

Attn: Carrie Peterson

748238 W100

Parcel ID: 45-12-17-251-002.000-030

MEMORANDUM OF LEASE AGREEMENT

**Document is**

THIS MEMORANDUM OF LEASE AGREEMENT ("Memorandum") has been made and entered into as of May 19, 2016, by and between SPIRIT SPE PORTFOLIO CA C-STORES, LLC, a Delaware limited liability company, whose address is 16767 North Perimeter Drive, Suite 210, Scottsdale, AZ 85260-1042 ("Landlord"), and ADMIRAL PETROLEUM COMPANY, a Michigan corporation, whose address is 785 W. Randall St., Coopersville, MI 49404 ("Tenant");

**NOT OFFICIAL!**  
This Document is the property of  
the Lake County Recorder!  
WITNESSETH:

1. Lease and Premises. Landlord, Tenant, and Lemmen Oil Company, a Michigan corporation, have entered into that certain Lease Agreement, dated as of even date herewith (as the same may be amended, restated, supplemented, or modified from time to time, the "Lease"), with respect to the lease of certain real property and improvements located in Lake County, Indiana, as more particularly described in Exhibit A attached hereto and made a part hereof (the "Premises"), together with certain easements, rights and privileges appurtenant thereto. Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the Premises in accordance with and subject to the terms and conditions of the Lease.

2. Term. The term of the Lease commences on the Effective Date (as defined in the Lease) and ends, unless sooner terminated in accordance with the provisions of the Lease, on May 31, 2036. Tenant has up to four (4) additional successive periods of five (5) years each to extend the term of the Lease. If all options are exercised, the term will end on May 31, 2056.

3. No Liens. Notice is hereby given that the Landlord shall not be liable for any work performed or to be performed on the Premises, or the buildings or improvements now or hereafter located thereon, for Tenant, or any materials furnished or to be furnished to the Premises for Tenant, upon credit or otherwise, and that no mechanic's, materialman's, or other lien for such work or materials shall attach to the fee, reversionary or other interest of the Landlord in and to the Premises.

4. Incorporation by Reference. This Memorandum is executed for the sole purpose of giving public notice of all terms and provisions of the Lease as if such terms and provisions were fully set forth herein. Nothing contained herein is intended to expand, increase or otherwise affect the rights and interests of Tenant under the Lease. If any inconsistency exists or arises between the terms of this Memorandum and the terms of the Lease, the terms of the Lease shall prevail. A copy of the Lease is maintained at Landlord's office located at 16767 North Perimeter Drive, Suite 210, Scottsdale, AZ 85260-1042.

5. Binding Effect. The covenants and restrictions contained in the Lease affecting the Premises, including without limitation those described above, shall run with the land and shall be binding upon Tenant, Landlord and their respective tenants, subtenants, successors and assigns.

6. Amendments. This Memorandum may be amended or terminated from time to time by written agreement of the fee owner then owning the Premises and by Tenant, its successors and assigns.

Admiral  
Memo of Lease - Store 100  
S04166

**FILED**  
AUG 11 2016  
JOHN E. PETALAS  
LAKE COUNTY AUDITOR

004477

AMOUNT \$ 19-  
CASH \_\_\_\_\_ CHARGE \_\_\_\_\_  
CHECK # 653797  
OVERAGE \_\_\_\_\_  
COPY \_\_\_\_\_ *RM*

IN WITNESS WHEREOF, Landlord and Tenant have executed this Memorandum as of the date first above written in a manner so as to be binding.

LANDLORD:

**SPIRIT SPE PORTFOLIO CA C-STORES, LLC,**  
a Delaware limited liability company

By: Spirit SPE Manager, LLC,  
a Delaware limited liability company

Its: Manager

**Document is NOT OFFICIAL!**

Name: Mark Manheimer  
Title: Executive Vice President

**This Document is the property of the Lake County Recorder!**

STATE OF ARIZONA )

COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this 12<sup>TH</sup> day of MAY, 2016, by MARK MANHEIMER as EXECUTIVE V.P. of Spirit SPE Manager, LLC, a Delaware limited liability company, Manager of Spirit SPE Portfolio CA C-Stores, LLC, a Delaware limited liability company, on behalf of said entity.

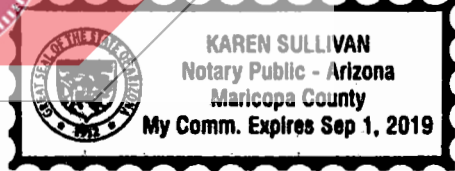
Karen Sullivan

Notary Public  
Personally Known: X  
Produced Identification: \_\_\_\_\_  
Type: \_\_\_\_\_




My Commission Expires: 9/1/19

(SEAL)



TENANT:

ADMIRAL PETROLEUM COMPANY,  
a Michigan corporation

By:   
Name: Jeffery W. Turpin  
Title: President & CEO

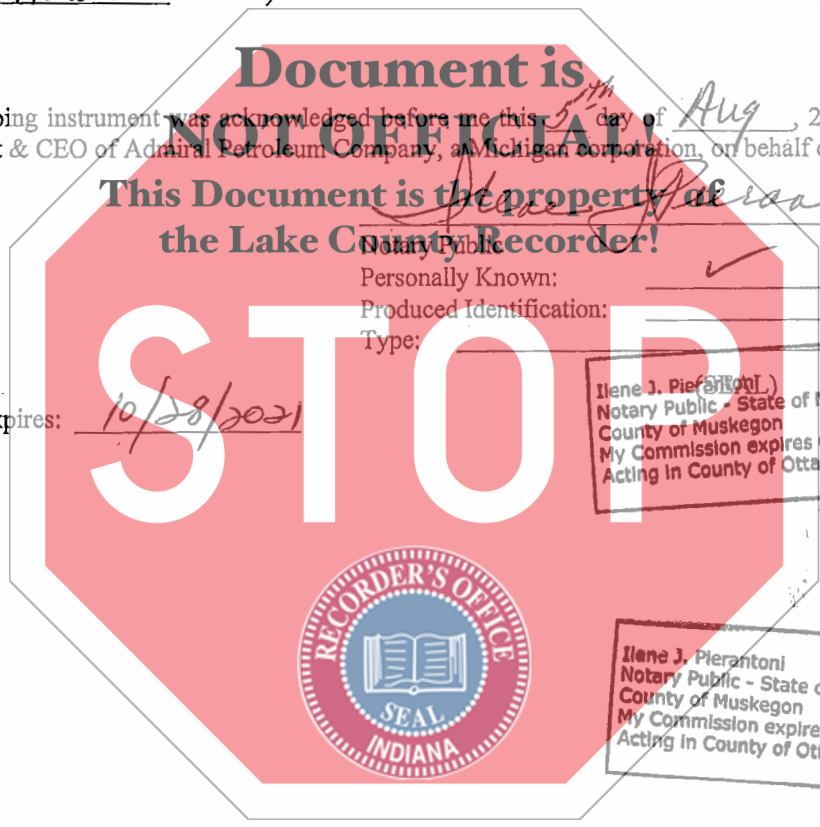
STATE OF MICHIGAN )  
  )  
COUNTY OF OTAWA      )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of Aug, 2016, by Jeffery W. Turpin, as President & CEO of Admiral Petroleum Company, a Michigan corporation, on behalf of said corporation.

**This Document is the property of Ilene J. Pierantoni  
the Lake County Recorder!**

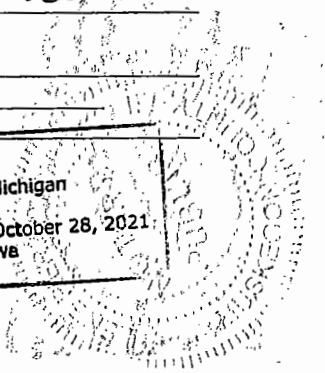
Notary Public: \_\_\_\_\_  
Personally Known:   
Produced Identification: \_\_\_\_\_  
Type: \_\_\_\_\_

My Commission Expires: 10/28/2021



**Ilene J. Pierantoni**  
Notary Public - State of Michigan  
County of Muskegon  
My Commission expires **October 28, 2021**  
Acting in County of Ottawa

**Ilene J. Pierantoni**  
Notary Public - State of Michigan  
County of Muskegon  
My Commission expires **October 28, 2021**  
Acting in County of Ottawa



Prepared by:  
Reed Smith LLP  
Three Logan Square, Suite 3100  
1717 Arch Street  
Philadelphia, PA 19103  
Dana J. Janquitto, Esq.

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

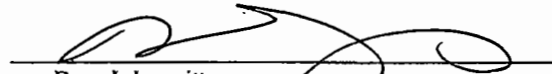
  
Dana J. Janquitto



EXHIBIT A

DESCRIPTION OF THE PREMISES

7113 Taft St., Merrillville, IN 46410

A PART OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 WEST OF THE SECOND PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT A POINT 5 RODS (82.5 FEET) SOUTH OF THE NORTH LINE AND 35.5 FEET EAST OF THE WEST LINE OF SAID SOUTH ½ OF THE NORTHEAST ¼; THENCE EAST ALONG THE SOUTH LINE OF THE NORTH 5 RODS OF SAID SOUTH ½ OF THE NORTHEAST ¼ 300 FEET; THENCE SOUTH ON A LINE PARALLEL TO AND 335.5 FEET EAST OF THE WEST LINE OF SAID SOUTH ½ OF THE NORTHEAST ¼ 150 FEET; THENCE WEST ON A LINE PARALLEL TO AND 232.5 FEET SOUTH OF THE NORTH LINE OF SAID SOUTH ½ OF THE NORTHEAST ¼ FOR A DISTANCE OF 300 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD #55, WHICH IS A LINE 35.5 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SOUTH ½ OF THE NORTHEAST ¼; THENCE NORTH ON SAID 35.5 FOOT LINE 150 FEET TO THE POINT OF BEGINNING, EXCEPT THE FOLLOWING THEREFROM, THE EAST 150 FEET OF ALL OF THE ABOVE, IN LAKE COUNTY, INDIANA.

DESCRIBED BY SURVEY AS FOLLOWS:

A PART OF THE SOUTH ½ OF THE NORTHEAST ¼ OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 WEST, LAKE COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID HALF QUARTER SECTION; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE WEST LINE THEREOF 82.5 FEET; THENCE SOUTH 89 DEGREES 50 MINUTES 37 SECONDS EAST, 35.5 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 50 MINUTES 37 SECONDS EAST, 150.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 150.00 FEET; THENCE NORTH 89 DEGREES 50 MINUTES 37 SECONDS WEST, 150.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 150.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.52 ACRES MORE OR LESS.

