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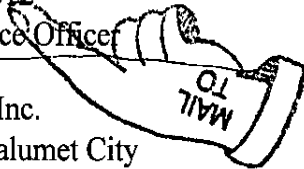
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1999-03-18 09:01:21
Cook County Recorder 29.50

DOCUMENT PREPARED BY AND
Recording Requested By and
When Recorded Mail to:



Pennzoil Lube Center Acceptance Corporation
c/o Citicorp North America, Inc.
2600 Michelson Drive, Suite 1200
Irvine, California 92612
Attention: Compliance Officer



PROPERTY:
Dobis Oil and Lube, Inc.
1450 Sibley Blvd., Calumet City
Cook County, IL
(Prime Lease)

(Space above this line for Recorder's Use)

MASTER LANDLORD'S CONSENT

LTC-COMMERCIAL BR
CASE NO. 98-12855

5-AB

This Master Landlord's Consent ("Agreement") is made by the undersigned ("Master Landlord") in favor of PENNZOIL LUBE CENTER ACCEPTANCE CORPORATION, a Nevada corporation ("Pennzoil").

RECITALS

WHEREAS, Master Landlord is the lessor under that certain lease dated August 23, 1990, (the "Lease") with Jiffy Lube International of Maryland, Inc. ("Sub-Lessor") pursuant to which Master Landlord leased to Sub-Lessor certain real property located at 1450 Sibley Blvd., Calumet City, IL (the "Premises"), said Premises being more particularly described in the Lease and in Exhibit A attached hereto.

WHEREAS, Sub-Lessor has subleased the Premises to DOBIS OIL AND LUBE, INC., an Indiana corporation, ("Subtenant") pursuant to that certain Sublease Agreement ("Sublease") dated as of November 20, 1991 by and between Sub-Lessor and Subtenant.

WHEREAS, Subtenant has entered into financing arrangements with Pennzoil and, as a condition to Pennzoil's loan to Subtenant, Pennzoil requires liens on all of Subtenant's interest in the Lease, Subtenant's right to use the Premises under the Sublease and all of Subtenant's property including, without limitation, trade fixtures, equipment, inventory and operating licenses and permits now or at any time hereafter located on or used in connection with the Premises (collectively, the "Collateral").

NOW, THEREFORE, in order to induce Pennzoil to make such loan and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Master Landlord agrees as follows:

1. Master Landlord represents that (i) it is the current record owner of the Premises and the current owner of the lessor's interest under the Lease, (ii) the Lease is in full force and effect and has not been amended, supplemented or modified except as set forth above, (iii) the Sublease does not violate any of the provisions of the Lease and (iv) to the best of its knowledge, there are currently no defaults under the Lease.
2. Master Landlord consents to the execution and performance by Subtenant of a mortgage or deed of trust in favor of Pennzoil of Subtenant's interest in the Sublease and acknowledges Pennzoil's Uncommitted Line of Credit and Security Agreement on the other Collateral (collectively, the "Security Documents"), and Master Landlord agrees that the execution and performance of the Security Documents by Subtenant and Pennzoil will not constitute a default under the Lease.
3. Master Landlord will not assert against any of the Collateral any statutory, consensual or other liens, all of which it hereby waives.
4. Master Landlord agrees that none of the Collateral located on the Premises, notwithstanding the manner in which any of the Collateral may be affixed to the Premises, shall be deemed to be fixtures or constitute part of the Premises.
5. Master Landlord agrees to notify Pennzoil in writing upon the occurrence of any default by Sub-Lessor under the Lease and grants Pennzoil the right to cure such default within the same number of days after such notice that Sub-Lessor has to cure such default under the Lease, before Master Landlord exercises its remedies under the Lease. If the Lease provides no cure period or the default by its nature cannot be cured, Master Landlord agrees not to terminate the Lease until 30 days after Pennzoil's receipt of such notice, so long as Master Landlord continues to receive rent and other amounts due under the Lease.
6. If Subtenant defaults on its obligations to Pennzoil and Pennzoil undertakes to enforce its security interest in the Collateral, Master Landlord will permit Pennzoil and its agents to enter upon and remain on the Premises to remove or otherwise dispose of the Collateral.
7. If the Lease shall terminate as a result of a rejection of the Lease in a bankruptcy proceeding, Master Landlord shall give Subtenant and Pennzoil prompt written notice thereof and upon request by Subtenant or Pennzoil, enter into a new lease of the Premises with Subtenant or Pennzoil, or a designee of Subtenant or Pennzoil, which new lease shall be effective as of the date of termination of the Lease and shall be on substantially the same terms and conditions as the Lease.
8. Master Landlord agrees that Pennzoil or Subtenant may assign or sublet the Premises to any entity with the consent of Master Landlord (if such consent is required under the Lease), which consent will not be unreasonably conditioned, withheld or delayed. Master Landlord acknowledges

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and agrees that the premises may be closed for the period of time necessary to make alterations to or otherwise adapt the Premises to its intended use.

9. Any notice(s) required or desired to be given hereunder to Pennzoil shall be directed to Pennzoil Lube Center Acceptance Corporation c/o Citicorp North America, Inc., at 2600 Michelson Drive, Suite 1200, Irvine, California 92612, to the attention of Paul Schmidhauser, Counsel, and shall be sent by a regularly scheduled overnight delivery carrier with delivery fees prepaid.

10. The agreements contained herein may not be modified or terminated orally and shall be binding upon Master Landlord and its successors and assigns and shall inure to the benefit of Pennzoil and its successors and assigns.

11. The agreements contained herein shall continue in full force and effect until all of Subtenant's obligations and liabilities to Pennzoil are paid and satisfied in full and all financing arrangements between Pennzoil and Sub-Lessor have been terminated.

Executed and delivered as of the 17th day of December 1998, at Houston, Texas.

MASTER LANDLORD:

WITNESSES:

Pennzoil Products Company,
a Delaware corporation
formerly Pennzoil Products Company,
a Nevada corporation

By: [Signature]

Title: Vice President

[Signature]

Name:

[Signature]

Name:

Master Landlord Address:
700 Milam Street
Houston, Texas 77002

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EXHIBIT A

Legal Description

Lots 21, 22, 23, 24 and 25 in Block 1 in Calumet City Subdivision, being a subdivision of the South East 1/4 of the North East 1/4 of Section 12, Township 36 North, Range 14 East of the Third Principal Meridian, in Cook County, Illinois.

Property of Cook County Clerk's Office

Common Address: 1450 Sibley Blvd., Calumet City, IL 60409

Real Estate Tax Index No(s): 29-12-231-017; 29-12-231-016; 29-12-231-015; 29-12-231-014
29-12-231-013

ACKNOWLEDGMENT

STATE OF TEXAS)
) SS:
COUNTY OF HARRIS)

I, Denise J. King, a Notary Public, do hereby certify that Paul B. Siegel, personally known to me to be the Vice President of Pennzoil Products Company, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing document, appeared before me this day in person and severally acknowledged that as such Vice President he signed and delivered the said document as Vice President of said corporation, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 14th day of December, 1998.



Notary Public: Denise J. King
My Name: Denise J. King

My commission expires:

Aug 24, 2000