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ASSIGNMENT OF LEASE

Reference is hereby made to that certain instrument of conveyance styled "General Assignment, Conveyance, Bill of Sale and Transfer", a copy of which is incorporated by reference herein as Exhibit "A" and made a part hereof, dated, executed and delivered on December 31, 1984 whereby TEXACO INC. as Assignor, assigned unto TEXACO REFINING AND MARKETING INC. as Assignee, among other properties, a lease for the real property hereinafter more specifically described. Assignor, in furtherance of its express covenant in said instrument of assignment "to execute and deliver to Grantee all such further instruments of conveyance, assignment, and transfer and all such notices, releases, acquittances, and other documents, and to do all such other acts and things, as may be necessary more fully or specifically to convey and assign to and vest in Grantee, its successors and assigns, title to all and singular the properties, assets and rights hereby conveyed, assigned, or transferred", does by these presents ratify, confirm and adopt all of the terms and provisions of said instrument of assignment and for value received, TEXACO INC., a Delaware corporation, with offices at 4601 DTC Blvd. Denver, Colorado 80237 hereby assigns, transfers and sets over to TEXACO REFINING AND MARKETING INC., a Delaware Corporation, with offices at 4601 DTC Blvd. Denver, Colorado 80237, effective December 31st 1984, all of its rights, title and interest in and to that certain lease from Oliver B. Dietrich and Hazel Dietrich to Texaco Inc., dated March 1, 1965 and recorded March 16, 1966 as Document No. 19767475 and Supplement (Exhibit "B") thereto dated July 29, 1980 covering a tract of land with the improvements thereon in the County of Cook, State of Illinois, more specifically described as follows:

1ST AMERICAN TITLE ORDER

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09-11-300-039
09-11-300-030

The South 176.68 feet of the East 125 feet of the tract of land described as the West 211 feet of the East 261 feet of the North 176.68 feet of the South 226.68 feet of the South 8.89 chains of the West half of the Southwest quarter of Section Eleven (11), Township Forty-one (41) North, Range Twelve (12), East of the Third Principal Meridian, excepting therefrom that part thereof condemned per Court Case No. 60-S-9982, dated September 12, 1960, described as follows:

Beginning at the point of intersection of the North line of Evanston-Elgin Road with the West line of Greenwood Avenue as the same are now located and established; thence West, along the North line of Evanston-Elgin Road a distance of 48.21 feet to a point of curvature; thence Northeasterly along a curved line concave to the Northwest, having a radius of 50.00 feet and with a central angle of $87^{\circ} 55'$ tangent with said north line of Evanston-Elgin Road a distance of 76.76 feet to a point of tangency in said West line of Greenwood Avenue; thence South along said west line of Greenwood Avenue a distance of 48.21 feet to the point of beginning; in Cook County, Illinois.

The above described property, is subject to a utility (sewer) easement over the North ten (10) feet of same.

Also known as Golf Rd. & Greenwood Avenue (a/k/a 8600 Golf Rd.), Des Plaines, Illinois

IN WITNESS WHEREOF, the Grantor has hereunto set its hand, by and through its duly authorized officers, this 25th day of February 1986, but effective as of December 31, 1984 as aforesaid.

TEXACO INC.

WITNESS:

C. D. Ross

By [Signature] JLF
J. L. FRANCIS

This instrument was prepared by Jerome L. Francis, Attorney, Texaco Inc., 4601 DTC Boulevard, Denver, Colorado, 80237.

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STATE OF Illinois)
COUNTY OF DePue) ss.

I Laurence Kaloty, a notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that F. B. Stanley, personally known to me to be the Regional Mgr. of Texaco Inc., the corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Regional Mgr., 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 25th day of February 1986.

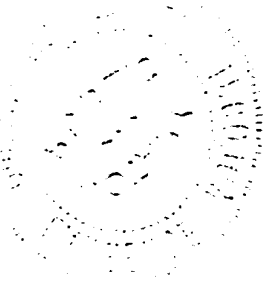
Laurence Kaloty
Notary Public

My commission expires 11-14-89

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EXHIBIT "A"

GENERAL ASSIGNMENT

CONVEYANCE, BILL OF SALE AND TRANSFER

FROM

TEXACO INC.

TO

TEXACO REFINING AND MARKETING INC.

Dated December 31, 1964

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THIS GENERAL ASSIGNMENT, CONVEYANCE, BILL OF SALE AND TRANSFER (hereinafter called "Assignment"), effective as of December 31, 1984, from Texaco Inc., a Delaware corporation, hereinafter called "Grantor," to Texaco Refining and Marketing Inc., a Delaware corporation, hereinafter called "Grantee."

W I T N E S S E T H :

That Grantor by these presents and in exchange for the issuance to the Grantor by the Grantee of that number of shares of Grantee's common stock having an aggregate fair market value equal to the fair market value of the net assets transferred to Grantee hereunder, does hereby sell, convey, assign, transfer, set over, and deliver unto Grantee, and unto its successors and assigns, all and singular, the properties, assets, rights, liabilities and obligations of whatsoever kind or nature of Grantor pertaining to (1) Grantor's refining, marketing and transportation of petroleum products within the United States, all as currently operated by the Texaco USA Division of Grantor, including the stock of the subsidiaries and affiliates of Grantor related to such operations as set forth in Exhibit 4A attached hereto and including any property designated as "surplus" by Texaco USA, (2) Grantor's domestic marine fleet, (3) Grantor's domestic marine sales and aviation sales operations as currently operated by the marine sales and aviation sales divisions of Grantor, and (4) Grantor's crude oil and petroleum product purchase, sale and exchange agreements, including, without limitation oil division and transfer orders and inventories.

INCLUDING, BUT NOT LIMITED TO:

A. Grantor's refineries and including with such refineries, but not limited to, processing units, research facilities, office buildings, fee properties, leaseholds, inventories, automotive equipment, storage tanks, tank farms, tank cars and all equipment, facilities, materials, supplies, licenses, permits and contracts, used in connection therewith or related thereto, but excluding from the foregoing and (B) through (E) below any patents of Grantor or licenses to Grantor for use of proprietary technology which shall be licensed or extended to Grantee.

B. Grantor's petroleum marketing bulk plants, terminals, service stations, and truck stops (whether owned in fee or leased by Grantor), automotive equipment, warehouses, marketing offices, signs, inventories (refined petroleum products and TBA), equipment, facilities, materials and supplies, licenses, permits, and contracts used in connection therewith or related thereto.

C. Grantor's interests in pipelines and rights therein or thereto related to its aforesaid petroleum marketing, transportation and refining operations.

D. Grantor's product terminals (whether owned in fee or leased), railroad tank car leases, transport trucks, warehouses,

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equipment, facilities, materials and supplies used in connection with or related to petroleum marketing, transportation and refinery operations.

E. Grantor's net working capital and other assets and liabilities related to its aforesaid petroleum marketing, transportation and refining operations, and domestic marine and aviation sales operations.

F. Rights of way, easements, servitudes, franchises, permits, interests and licenses (except process and technology licenses); and all dispensing, display, repair, maintenance and other equipment; all piping, fittings, connections and other facilities for or related to the refining, transportation and marketing of petroleum products and other products; all office furniture, fixtures, supplies and inventories; all contracts, agreements and leases of every kind and character, and Grantor's interests in or under all contracts, agreements and leases; and all bank accounts, deposits, books and records relating to the assets, properties, facilities and accounts transferred to Grantee hereby.

G. Shares of stock in Grantor's subsidiaries and affiliates which subsidiaries and affiliates are primarily engaged in Grantor's aforesaid petroleum marketing, transportation and refining operations, as set forth in Exhibit 4k attached hereto and incorporated herein by this reference.

EXPRESSLY RESERVING, EXCEPTING AND EXCLUDING, HOWEVER, from this Assignment that property owned by Grantor on the effective date hereof as generally described in Exhibit "4B" attached hereto and incorporated herein by this reference.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns forever, together with all and singular the properties, assets, rights and appurtenances, thereto belonging or in anywise incident or appertaining thereto; and Grantor hereby binds itself, its successors and assigns to specially warrant title to the said properties, assets and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof occurring or arising out of occurrences or omissions by, through or under Grantor, but not otherwise. This Assignment is made with full substitution and subrogation of Grantee in and to all covenants and warranties by others heretofore given or made in respect to said properties, assets, and rights or any part thereof.

Grantor covenants to warrant by deed and deliver to Grantee, from time to time, other general and specific conveyances, assignments, and other instruments relating to certain of the properties, assets, and rights, and Grantee hereby covenants to and with Grantee, its successors and assigns, so long as Grantor is authorized by applicable law so to do, as Grantor's attorney, to execute and deliver to Grantee all such other further instruments of conveyance, assignment, and transfer and all such releases, releases, acquittances, and other documents, and to do

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all such other acts and things, as may be necessary more fully or specifically to convey and assign to and vest in Grantee, its successors or assigns, title to all and singular the properties, assets and rights hereby conveyed, assigned, or transferred. Nothing contained in such other general and specific instruments of conveyance, assignment, and transfer (except to such extent as may be therein specifically stated with reference to specific properties) shall be deemed to limit or restrict the properties, assets, and rights, herein conveyed, assigned, or transferred to Grantee. Notwithstanding any other date shown therein, any grant, deed, assignment, agreement, or other instrument subsequently executed is to be effective as of December 31, 1984.

If for any reason any of said property is not transferable at the date of this Assignment without the consent of a third party or parties, or cannot be made transferable by subsequent consent of third party or parties, or if any such assignment without such consent would constitute a breach of any lease, contract or agreement or in any way affect Grantor's or Grantee's rights, or if the transfer of said property would violate any applicable law, rule or regulation, then legal title to such property or rights shall be EXCEPTED AND EXCLUDED from this Assignment and shall not be deemed transferred hereby, but such property and rights shall be held in trust by Grantor for Grantee, its successors and assigns forever, and all the rents, issues, profits, and income therefrom over and above necessary expenses, and the net proceeds upon any sale of such property or rights, shall be turned over to Grantee or its successors or assigns, and any such property or rights so held in trust by Grantor for Grantee shall, if it shall become transferable, be assigned, transferred, conveyed, and delivered over to Grantee by deed, assignment, bill of sale, or such other form of instrument as Grantee shall reasonably request.

This Assignment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same Assignment.

IN WITNESS WHEREOF, Grantor has caused this Assignment to be duly executed on this 31st day of December, 1984 by its Vice President, duly authorized.

GRANTOR:

TEXACO INC.

(SEAL)

Attest:

RE/68h

BY

[Signature]
Vice President

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EXHIBIT 4A

TEXACO INC. SUBSIDIARIES TO BE TRANSFERRED TO TEXACO REFINING AND MARKETING INC.

<u>Name of Company</u>	<u>State of Incorporation</u>
Certified Terminals Corp.	Delaware
Charles Oil Co., Inc.	Maryland
Ciafflin-Jonchue Company, Inc.	Massachusetts
Curran & Burton, Incorporated	Connecticut
General Automatic Oil Heat, Inc.	Massachusetts
General Industrial Services, Inc.	New York
Indian Refining Company	Delaware
JEF Realty, Inc.	New Jersey
Kallisher Oil Company, Inc.	Rhode Island
New Castle Oil Company, Inc.	Delaware
Paragon Oil Burner Corporation	New York
Paragon Oil Company, Inc.	Maine
Paragon Oil Company, Inc.	New Jersey
Regent Oil Corp.	Delaware
Rhode Island Refining Corp.	Delaware
Seaboard Pipe Line Company	Delaware
Seattle Fuel Company	Washington
Sterling Oil Terminal Corp.	New York
Texasco Convent Refining Inc.	Delaware
Texasco Oilport Holdings, (I) Inc.	Delaware
Texasco Oilport Holdings, (II) Inc.	Delaware
Texasco Stations Inc.	Delaware
Texasco Tankers Inc.	Delaware
Texas Company, The	Alabama
Texas Company, The	Connecticut
Texas Company, The	Maine
Texas Company, The	Maryland
Texas Company, The	Nebraska
Texas Company, The	New Jersey
Texas Company, The	New Mexico
Texas Company, Inc., The	New York
Texas Pipe Line Company, The	Texas
White Fuel Corporation	Connecticut
Badger Pipe Line Company	Delaware
Colonial Pipeline Company	Delaware
Circle Pipeline Company	Delaware
Explorer Pipeline Company	Delaware
Haw Pipe Line Company	Delaware
Laurel Pipe Line Company	Ohio

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Exhibit 4A
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Name of Company

State of Incorporation

LOCAP INC.	Delaware
LOOP INC.	Delaware
Olympic Pipe Line Company	Delaware
Texaco-Cities Service Pipe Line Company	Delaware
Texas-New Mexico Pipe Line Company	Delaware
West Shore Pipe Line Company	Delaware
Wolverine Pipe Line Company	Delaware
Wyco Pipe Line Company	Delaware

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EXHIBIT 4B

1. The property, plant and equipment at Grantor's Eagle Point Refinery and Westville Sales Terminal in Westville, New Jersey, including assets related to Grantor's petrochemical operations, but excluding inventories.
2. Grantor's inventories of natural gas liquids.

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GRANTEE'S ACCEPTANCE

Grantee agrees to undertake, pay, satisfy and discharge all the lawful debts and liabilities of the Grantor incurred by Grantor in connection with its ownership and operation of the property, assets and rights assigned by Grantor to Grantee herein. Grantee further hereby accepts this Assignment expressly subject to all covenants, conditions, and obligations of Assignor under or relating to the property, assets, and rights assigned herein and expressly assumes and agrees to be responsible for and discharge said covenants, conditions, and obligations.

IN WITNESS WHEREOF, Grantee has caused this Acceptance to be duly executed on this 31st day of December, 1994 by its Vice President, duly authorized.

GRANTEE:

TEXACO REFINING AND MARKETING INC.

[SEAL]

Attest: _____

A. E. K...

By _____

Vice President

[Signature]

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BOX 190

See John's

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