

89482621

Expiration provision restricting any  
of the terms of the Trust is attached  
to the reverse side hereof.

2. Term and Options to Renew. The initial term of this Lease shall continue until September 30, 2009. In addition, Lessor

1. Lease. Lessor leases to Lessee, and Lessee leases from Lessor, the real property in Cook County, Illinois, described in Exhibit A attached hereto and made a part hereof, together with all easements, rights, licenses, and appurtenances used in connection therewith or belonging thereto (the "Land"); together with the buildings, structures and other improvements now standing, constructed or placed on the Land; and together with all fixtures and equipment constructed or placed thereon or in the buildings or other improvements standing thereon including without limitation the items set forth in Exhibit B attached hereto and made a part hereof. All of the foregoing is hereinafter referred to collectively as "the Leased Property."

NOW, for and in consideration of the sum of ONE DOLLAR (\$1.00) and the mutual agreements herein and in the companion Agreement contained, and in further consideration of the payment of rentals, the adequacy of all of which is hereby acknowledged, and in order to perfect of record the leasehold interests and additional rights of Lessee and Lessor, respectively, in and to the property leased under the Companion Agreement, Lessor and Lessee are agreed, and intending to be bound do hereby agree, all as follows:

The parties hereto are the parties to a "Lease Agreement" effective as of even date herewith. The "Lease Agreement," as it may from time to time be amended, is hereafter referred to as "the Companion Agreement."

W I T N E S S E T H :

THIS LEASE is made and entered into to be effective as of August 18, 1989 by and between FIRST NATIONAL BANK OF LOCKPORT, a national banking association, not personally but as Trustee under Trust Agreement dated February 2, 1989 and known as Trust No. 72-21160, hereafter referred to as "Lessor," and THORNTON OIL CORPORATION, a Delaware corporation, hereafter referred to as "Lessee." THE PARTNERS, a Kentucky general partnership, joins herein with Lessor to subject its interest in certain of the property leased hereunder to the terms of this Lease and to agree that its interest in such property and this Lease shall be represented by Lessor for all purposes. The addresses of the parties appear with their respective signatures below.

\$17.00

LAND, IMPROVEMENTS, AND EQUIPMENT

LEASE

TOC #2  
Streamwood, IL

89482621

1989 SEP 12 PM 11:24

89482621

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1989 8/18/89

1989

# UNOFFICIAL COPY

THIS STATEMENT IS PREPARED BY THE  
CLERK OF COOK COUNTY, ILLINOIS, AS AFORESAID,  
NOT BEING A PART OF THE ORIGINAL INSTRUMENT,  
AND IS SUBJECT TO THE FOLLOWING CONDITIONS:  
1. THIS STATEMENT IS PREPARED FROM THE RECORDS  
OF THE CLERK OF COOK COUNTY, ILLINOIS, AND  
IS NOT A PART OF THE ORIGINAL INSTRUMENT.  
2. THE CLERK OF COOK COUNTY, ILLINOIS, IS NOT  
RESPONSIBLE FOR THE ACCURACY OF THE  
STATEMENT, NOR FOR THE VALIDITY OF THE  
INSTRUMENT, NOR FOR THE RESULTS THEREOF.  
3. THE CLERK OF COOK COUNTY, ILLINOIS, IS NOT  
RESPONSIBLE FOR THE RECEIVABLES AND PAYABLES  
OF THE BANK OF LOCKPORT, ILLINOIS, OR FOR  
ANY ASSETS OF ANY OF THE GOVERNANTS  
OR STOCKHOLDERS, REPRESENTATIVES OR  
WARRANTIES CONTAINED IN THE INSTRUMENT.

Property of Cook County Clerk's Office

89482621

hereby grants Lessee the right to renew the term of this Lease for two (2) successive periods of ten (10) years each. Such rights of renewal shall be exercised, and each shall be effective, upon Lessee's giving written notice of renewal at any time prior to the last day of the initial term or the renewal period then in effect.

3. Use. Lessee shall have the right to use the Leased Property for any lawful purposes.

4. Easements. Lessee shall have the right, with the prior written approval of Lessor (which shall not be unreasonably withheld), to grant easements for general utility purposes, water and sewage purposes and other similar purposes across the Leased Property, and Lessor agrees to cooperate, consent to, and execute the same.

5. Lessor's Financing. Lessor shall have the right to encumber its interest in the Leased Property subject to limitations, conditions, and requirements set forth in the companion Agreement.

6. Options and Obligations to Purchase. Lessee shall have the options and obligations to purchase the Leased Property from Lessor at the price and subject to the terms and conditions set forth in the companion Agreement.

7. Assignment and Subletting. Lessee shall neither assign this Lease and the companion Agreement nor sublease the Leased Property in whole or in part without the prior written consent of Lessor.

8. Incorporation of Companion Agreement. All of the terms, covenants, conditions and agreements in the Companion Agreement are hereby incorporated herein by this reference. Lessor and Lessee agree to observe, conform to, and comply with all of the terms, covenants, conditions and agreements so incorporated herein. The execution, delivery and recording of this Lease is not intended to and shall not change, modify, amend or enlarge the companion Agreement but is intended to provide a record of the Leasehold interests and additional rights in the Leased Property of Lessor and Lessee, respectively, pursuant to this Lease and the companion Agreement.

89482621

I, the undersigned notary public in and for said County, in the State aforesaid, do hereby certify that Donna J. Wroblewski, Trust Officer of First National Bank of Lockport and Nina Beavers Vice - President, of said bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Officer and Vice - President respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and the free and voluntary act of said Bank, for the

STATE OF ILLINOIS )  
COUNTY OF WILL )

ADDRESS:

Suite 200  
STM Plaza West  
10101 Linn Station Road  
Louisville, Kentucky 40223

THP PARTNERS  
By [Signature]  
One of its General Partners

LESSEE'S ADDRESS:

Suite 200,  
STM Plaza West  
10101 Linn Station Road  
Louisville, Kentucky 40223

THORNTON OIL CORPORATION  
By [Signature] J. Stanley Clark  
Its Treasurer [Seal]

LESSOR'S ADDRESS:

800 South State Street  
Lockport, Illinois 60441

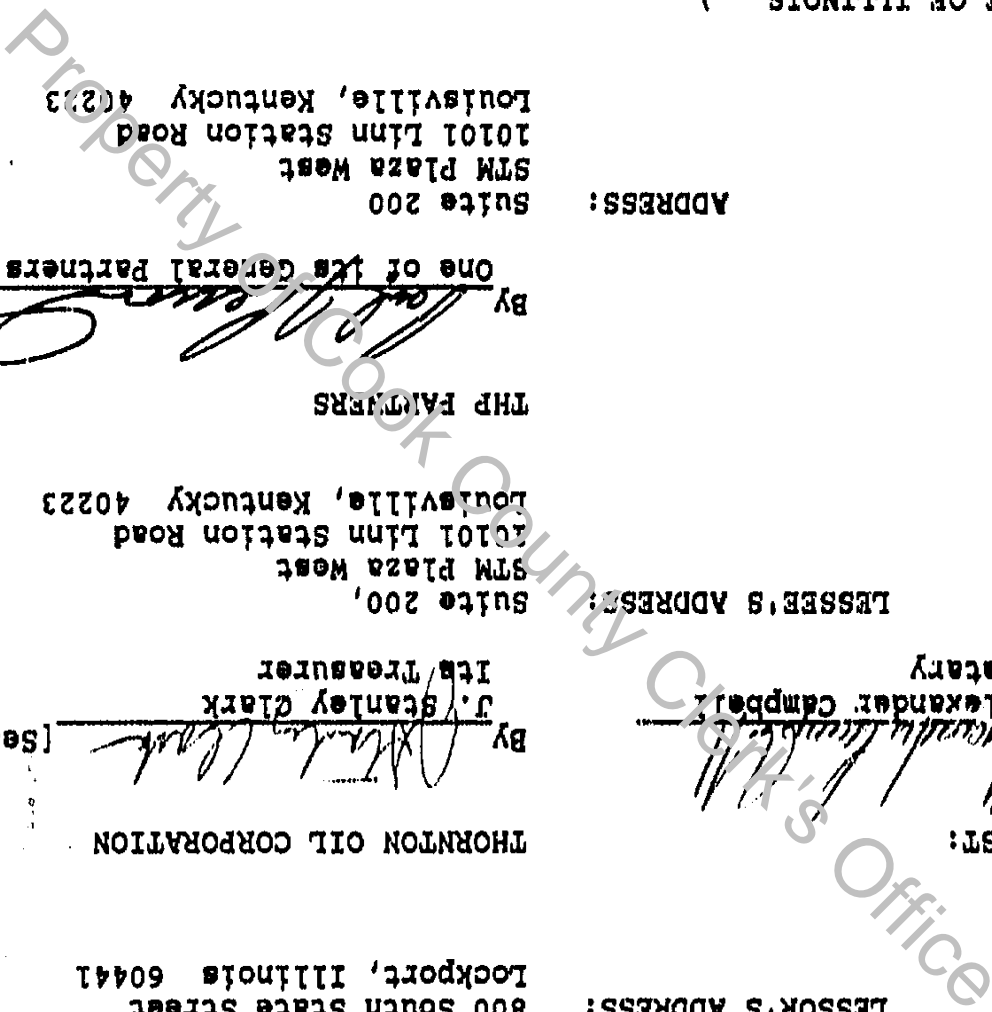
ATTEST:  
[Signature]  
H. Alexander Campbell  
Secretary

[Signature]  
NINA BEAVERS  
VICE PRESIDENT

ATTEST:  
FIRST NATIONAL BANK OF LOCKPORT,  
not personally but as Trustee  
under Trust No. 72-21160

IN WITNESS WHEREOF, the parties have hereunto set their hands to be effective as of the day and year first above written.

CONTRACT MADE BY THE PARTIES TO THIS INSTRUMENT IN WITNESS WHEREOF, I have hereunto set my hand and seal of office this 20th day of February, 1972, at Lockport, Illinois.  
AS ATTEST, I, the undersigned, Notary Public in and for the State of Illinois, do hereby certify that the foregoing instrument was duly executed and acknowledged before me by the parties thereto as their free and voluntary act and deed.  
DONNA J. WROBLEWSKI, TRUST OFFICER OF FIRST NATIONAL BANK OF LOCKPORT, ILLINOIS, PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH TRUST OFFICER AND VICE-PRESIDENT RESPECTIVELY APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE SAID INSTRUMENT AS THEIR OWN FREE AND VOLUNTARY ACT, AND THE FREE AND VOLUNTARY ACT OF SAID BANK, FOR THE



89482621

[Seal]

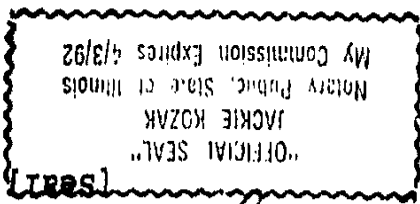
Notary Public

*[Signature]*

My commission expires: August, 1989.  
Notary Public, State of Large, KY. My commission expires May 19, 1991

Given under my hand and notarial seal this 22 day of

I, the undersigned notary public in and for said County, in the State aforesaid, do hereby certify that J. Stanley Clark, Treasurer of Thornton Oil Corporation and H. Alexander Campbell, Secretary of said corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Treasurer and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth; and the said Secretary did also then and there acknowledge that he, as custodian of the corporate seal of said corporation, did affix the said corporate seal of the said corporation to the said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.



Notary Public

*[Signature]*

STATE OF KENTUCKY  
COUNTY OF JEFFERSON

My commission expires: 4-3-92

Given under my hand and notarial seal this 27 day of September, 1989.

uses and purposes therein set forth; and the said Vice-President did also then and there acknowledge that she, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as her own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

89482621

Property of Cook County Clerk's Office

HAC/1319

A - Legal Description of Land  
B - Schedule of Fixtures and Equipment

Exhibit List

[Seal]

Notary Public

*John R. Hines*

My commission expires: \_\_\_\_\_  
Notary Public, State of Large, KY.  
My commission expires May 19, 1991

Given under my hand and notarial seal this 22 day of August, 1989.

I, the undersigned notary public in and for said county, in the state aforesaid, do hereby certify that Paul J. Kennedy, a general partner of JHP Partners, a Kentucky general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such general partner, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act, and the free and voluntary act of the aforesaid partnership, for the uses and purposes therein set forth.

STATE OF KENTUCKY  
COUNTY OF JEFFERSON  
: SS  
)

89482621

Property of Cook County

*Prepared by  
Mr. J. W. [unclear]  
800 S. [unclear] [unclear]  
[unclear] [unclear] [unclear]*

BOX 333-55

*Ill. North and  
Barrington Road  
Aurora, Ill.*

Permanent Identification No. 0613403 007450

Lot 1 in THE Commercial Park, being a subdivision of part of the southeast quarter of section 13, Township 41 North, Range 9 East of the Third Principal Meridian, according to the plat thereof recorded December 9, 1988, as Document Number 88569492, in Cook County, Illinois.

EXHIBIT A

# UNOFFICIAL COPY

1-8 7 4 6 2 6 2 1

89482621

Property of Cook County

Shelving and racks  
 Display cases  
 Freezers and refrigeration equipment  
 Sales  
 Office furniture and fixtures  
 Cash register and calculators  
 Food service equipment, furniture, and smallwares  
 Lighting  
 Electric and audio fixtures and equipment  
 Plumbing fixtures and equipment  
 Safety and fire suppression equipment  
 Maintenance equipment

All convenience market fixtures and equipment (excluding signs) including but not limited to:

Underground storage tanks, pumps and piping  
 Dispensers (pumps), hoses, and fittings  
 Measurement equipment, including consoles  
 Canopy or canopies  
 Lighting  
 Electrical fixtures  
 Safety and fire suppression equipment  
 Car care equipment  
 Maintenance equipment

All fuel sales and dispensing fixtures and equipment (excluding signs) including but not limited to:

Schedule of Fixtures and Equipment

EXHIBIT B