

LEASE

LAND, IMPROVEMENTS, AND EQUIPMENT

THIS LEASE is made and entered into to be effective as of October 7, 1988, by and between FIRST NATIONAL BANK OF LOCKPORT, a national banking association, not personally but as Trustee under Trust Agreement dated December 22, 1988 and known as Trust No. 72-21110, hereafter referred to as "Lessor," and THORNTON OIL CORPORATION, a Delaware corporation, hereafter referred to as "Lessee." THP 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.

W I T N E S S E T H :

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."

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 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:

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."

2. Term and Options to Renew. The initial term of this Lease shall continue until September 30, 2008. In addition, Lessor 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

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By First National Bank of Lockport, Illinois

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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.

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

ATTEST:

FIRST NATIONAL BANK OF LOCKPORT,
not personally, but as Trustee
under Trust No. 21110

Betty A. Wood
Corporate Secretary

By Donna J. Wroblewski
Trust Officer

LESSOR'S ADDRESS:

800 South State Street
Lockport, Illinois 60441

ATTEST:

H. Alexander Campbell
H. Alexander Campbell
Secretary

THORNTON OIL CORPORATION

By J. Stanley Clark
J. Stanley Clark
Its Treasurer

LESSEE'S ADDRESS:

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

THP PARTNERS

By Ernest J. Houda
One of its General Partners

ADDRESS:

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

STATE OF ILLINOIS)

: ss

COUNTY OF WILL)

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 Betty A. Wood, Corporate Secretary 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 Corporate 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 the free and voluntary act of said Bank, for the

THIS INSTRUMENT IS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF COOK, ILLINOIS, ON THIS 20th DAY OF FEBRUARY, 1988, AT 10:00 AM. BY THE CLERK OF THE COUNTY OF COOK. ARE SUBJECT TO THE AS APPLICABLE. SHALL BE DEEMED TO HAVE BEEN FILED AGAINST THE FIRST NATIONAL BANK OF LOCKPORT BY REASON OF ANY OF THE COVENANTS, STATEMENTS, REPRESENTATIONS OR WARRANTIES CONTAINED IN THE INSTRUMENT.

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uses and purposes therein set forth; and the said Corporate Secretary 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.

Given under my hand and notarial seal this 20th day of December, 1988.

My commission expires: April 3, 1992



Jackie Kozak
Notary Public

STATE OF Kentucky)
) : ss
COUNTY OF Lefferson)

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.

Given under my hand and notarial seal this 28th day of December, 1988.

My commission expires: August 6, 1990

Harriet J. Tedesco
Notary Public

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EXHIBIT A

The following described real estate in the County of Cook and the State of Illinois:

That part of the west 1/2 of the northwest 1/4 of Section 27, Township 39 North, Range 13 East of the Third Principal Meridian, described as follows: Commencing at the point of interesection of the east line of South Cicero Avenue (Being a line 33.00 feet east of and parallel with the west line of said northwest 1/4) and the south line of Cermak Road (Being a line 75.00 feet south of and parallel with the north line of said northwest 1/4); thence south 0 degrees 02 minutes 01 seconds east, along said east line of South Cicero Avenue, 1176.38 feet to the point of beginning of the tract herein described; thence continuing south 0 degrees 02 minutes 01 seconds east, along said east line, a distance of 200.00 feet; thence north 89 degrees 57 minutes 59 seconds east, along a line drawn perpendicular to the east line of Cicero Avenue, 175.00 feet; thence north 0 degrees 02 minutes 01 seconds west 200.00 feet; thence south 89 degrees 57 minutes 59 seconds west 175.00 feet to the hereinabove described point of beginning, in Cook County, Illinois

Cook County Clerk's Office

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EXHIBIT B

Schedule of Fixtures and Equipment

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

Shelving and racks
Display cases
Freezers and refrigeration equipment
Safes
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

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COOK COUNTY RECORDER

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JOE WARRICK

FIRST NATIONAL BANK OF LAKEPORT
80. SOUTH STATE ST

LAKEPORT, IL 60441

Property of Cook County Clerk's Office

