

QUITCLAIM DEED

THIS INDENTURE, made this 16th day of November, 1988, between DARTMOOR CORPORATION, a Delaware corporation and CLARK OIL & REFINING CORPORATION, a Wisconsin corporation, each having its principal place of business in St. Louis County, Missouri (hereinafter collectively called the "Grantor") and CLARK OIL & REFINING CORPORATION, a Delaware corporation, located at 8182 Maryland Avenue, St. Louis, Missouri 63105 (hereinafter called the "Grantee"), WITNESSETH, that the Grantor, for and in consideration of the sum of Ten Dollars in hand paid by the Grantee, the receipt whereof is hereby acknowledged, and pursuant to authority of the Board of Directors of the Grantor, by these presents does SELL, CONVEY AND QUITCLAIM unto the Grantee, and to its successors and assigns, FOREVER, all of Grantor's right title and interest in and to the real estate described on Exhibit A hereto, together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances including, without limitation, any interest of the Grantor in the premises pursuant to any lease or any Agreement to Substitute Properties: TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee and its successors and assigns forever; so that neither the Grantor, nor any other person or persons, for it or in its name or behalf, shall or will hereafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred. Grantor makes no representations or warranties regarding title. It is the intention of the parties hereto that any leasehold interest conveyed to the Grantee shall merge with the interest of Grantee in the fee.

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IN WITNESS WHEREOF, the Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its Vice President, and attested by its Secretary, the day and year first above written.

STATE OF ILLINOIS REAL ESTATE TRANSFER TAX 12.50
CITY OF CHICAGO STATE TRANSACTION TAX 87.50
Cook County REAL ESTATE TRANSACTION TAX 12.50

DARTMOOR CORPORATION

By M.R. Burmaster
Name: M.R. Burmaster
Title: Vice President

Attest Robert W. Ziha
Name: Robert W. Ziha
Title: Secretary

See Exhibit A for common address and tax index number. See the following page hereof for additional signature and information regarding preparation, return, and tax bills.

Please return to: Sandra Rybak
Ticor Title Insurance Co.
203 N. LaSalle St., Suite 1400
Chicago, IL 60601
Re:

A copy of the Order and Judgment authorized and approving this conveyance is attached hereto as Exhibit B.

89041575

N24-14745-14 SS#348
Comm. No. 234159
Cook County, IL

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CLARK OIL & REFINING CORPORATION

By

M.R. Burmaster
Name: M.R. Burmaster
Title: Vice President

Attest

Robert W. Ziha
Name: Robert W. Ziha
Title: Secretary

This Instrument was prepared by and upon recordation should be returned to:

Rex A. Palmer
Mayer, Brown & Platt
190 South LaSalle Street
Chicago, Illinois 60603

Send future tax bills to:

Clark Oil & Refining Corporation
8182 Maryland Avenue
St. Louis, Missouri 63105

Property of Cook County Clerk's Office

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STATE OF Illinois)
COUNTY OF Cook) ss.

I Carol J. Logay, notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that M.R. Burmaster personally known to me to be the Vice President of Dartmoor Corporation, a Delaware corporation, and Robert W. Ziha, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Secretary, they signed and delivered the said instrument as Vice President and Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, 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 11 day of November, 1988

Carol J. Logay
Notary Public

Commission expires _____

STATE OF Illinois)
COUNTY OF Cook) ss.



I Carol J. Logay, notary public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that M.R. Burmaster personally known to me to be the Vice President of CLARK OIL & REFINING CORPORATION, a Wisconsin corporation, and Robert W. Ziha, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Vice President and Secretary, they signed and delivered the said instrument as Vice President and Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, 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 11 day of November, 1988.

Carol J. Logay
Notary Public

Commission expires _____



89041575

FOR FEE

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Station No: 348
County: Cook
State: IL

EXHIBIT A

LEGAL DESCRIPTION OF THE REAL ESTATE

The real estate located in the County of Cook,
State of Illinois and described as follows:

LOTS 44 TO 48 BOTH INCLUSIVE IN BRITIGANS THIRD ADDITION TO PORTAGE
PARK IN THE NORTHWEST 1/4 OF SECTION 16, TOWNSHIP 40 NORTH, RANGE 13,
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property of Cook County Clerk's Office

N24-14745-14 SS#346
Comm. No. 234159
Cook County, IL

Common Address: 4441 North Central
Chicago, IL

Tax Index No.: 13-16-122-042

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PRINTERS COPY

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

1988

U. S. BANKRUPTCY COURT
ST. LOUIS, MO.

In re)	
APEX OIL COMPANY, et al.,)	Consolidated Case
)	Number 87-03804-BSS
)	
Debtors)	Chapter 11
)	
)	Honorable Barry S. Schermer
)	United States Bankruptcy Judge
)	
)	Motion No. 04-140-C
)	Motion No. 04-143-C

**ORDER AND JUDGMENT AUTHORIZING AND APPROVING
APEX'S EXECUTION, DELIVERY AND PERFORMANCE OF ASSET
PURCHASE AGREEMENT AND NOTE PURCHASE AGREEMENT WITH
AOC ACQUISITION CORPORATION**

This cause coming on to be heard upon the Motions of Apex Oil Company and each of the fifty-three other debtors-in-possession (collectively, "Apex"), in the above-captioned, jointly administered and procedurally consolidated Chapter 11 cases: 1) For Approval of Asset Purchase Agreement Among Debtors and AOC Acquisition Corporation and For Authority To Consummate the Transactions Contemplated Thereby (hereinafter the "Acquisition Motion"), and 2) To Approve Transfer of Secured Banks Claims To AOC Acquisition Corporation (hereinafter the "Note Purchase Motion"). More than twenty days written notice, as approved by this Court, of the hearing was given to Apex's creditors and other parties in interest in accordance with the orders of the this Court and Bankruptcy Rules 2002, 6004, and 9019. All objections have been withdrawn except for those filed by New York Life Insurance Company ("New York Life"), Sun

Property

OK County Clerk's Office

30 OCT 1988

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Exploration Co. and Getty Petroleum Corp. and Getty Terminals Corp. (collectively, "Getty"). The Court having considered the Acquisition Motion, the Note Purchase Motion, the objections filed in response to the Motions, the competing proposal submitted by Getty, the evidence presented and the arguments of counsel, and having considered all other matters of record in the case and based upon the Memorandum Opinion entered concurrently herewith,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

ACQUISITION MOTION

1. The Acquisition Motion is hereby granted and approved.
2. Apex and its officers, directors, employees and agents are hereby authorized and directed to make, execute and deliver all of the agreements, instruments and documents required of it and to perform all obligations of the Acquisition Motion and the Asset Purchase Agreement as amended on October 28, 1988.¹
3. Pursuant to 11 U.S.C. §363(f), the transfer and conveyances of the Purchase Assets to AOC shall be free and clear of all liens, claims, taxes, encumbrances, obligations, contractual commitments and interest except for those Permitted Encumbrances under the terms of the Asset Purchase Agreement, as amended.
4. Except for the Permitted Encumbrances:

¹ Except as noted herein, terms defined with the Note Purchase Agreement and Asset Purchase Agreement shall have the same meaning when used with this Order.

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(a) the rights of creditors or other parties in interest asserting a lien or other interest against the Purchased Assets shall attach to the Purchase Price (without in any way determining their validity, priority or extent); and

(b) all such liens and interests against the Purchased Assets shall be of no further force and effect.

5. Upon the closing of the Asset Purchase Agreement, the Purchased Assets shall no longer be property of the Apex estates and the automatic stay provided by 11 U.S.C. §362 (a) shall be of no further force and effect with respect to the Purchased Assets, and (b) shall not be applicable to any action by AOC in its performance under the Asset Purchase Agreement.

The Note Purchase Motion

6. The Note Purchase Motion is hereby granted and approved.
7. Pursuant to Bankruptcy Rule 3001(e), AOC or its designee shall, upon Closing, be substituted as the record holder of the Pre-Petition Indebtedness of each of the Banks, as set forth in the Lender Group's Proofs of Claim filed with this Court.
8. AOC or its designee shall, upon Closing, be deemed to be the holder of the DIP Indebtedness of each of the Lender Group against the Debtors under the DIP Financing Orders, the DIP Credit Agreement and the DIP

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Notes.

9. Upon Closing, Apex is authorized and directed to execute and deliver to the Lender Group the releases to be delivered under the Note Purchase Agreement between and among AOC and the Lender Group.

OBJECTIONS


10. Objections to the Acquisition Motion and the Asset Purchase Agreement not heretofore withdrawn are hereby overruled; provided, however, that nothing in this Order shall serve to limit, alter or impair the legal, equitable or contractual rights and liens of New York Life against the Purchased Assets.
11. Objections to the Note Purchase Motion and the Note Purchase Agreement not heretofore withdrawn are hereby overruled.
12. Closing of the transactions under the Acquisition Motion, the Asset Purchase Agreement, as amended, the Note Purchase Motion and the Note Purchase Agreement, shall take place on later than November 25, 1988.
13. Pursuant to Bankruptcy Rule 9006(c), and for cause shown in the Memorandum Opinion, the time period (if applicable) specified in Bankruptcy Rule 7062, made applicable by Bankruptcy Rule 9014 is hereby reduced, and this Order and Judgment is hereby declared to be effective on November 18, 1988.
14. The Examiner shall immediately advise the Court of any

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modifications in the Note and Asset Purchase Agreements. The Court shall then determine the applicability or necessity of any further notice and hearing.

15. The Examiner shall monitor the transactions envisioned by the Note and Asset Purchase Agreements and the events leading to closing. Specifically, he shall attend any and all meetings between the parties to the Agreements including the Closing. Within ten (10) business days following the closing of the transactions set forth in the Agreements, the Examiner shall prepare, file and serve a report of the transactions authorized and directed by this Order.

Dated: November 7, 1988
St. Louis, Missouri


BARRY S. SCHERMER
United States Bankruptcy Judge

Copy mailed to:

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Clayton, Missouri 63105

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A TRUE COPY OF THE ORIGINAL
Filed November 7, 1988

Attest: William B. Rind, Clerk
By Marguerite Smith
Deputy Clerk

Dated: November 15, 1988
St. Louis, Mo.



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