Effective Date. duties and obligations arising under the Lease from and after the discharge the other from any and all of their respective rights, Release. Lessor, THP and Lessen each hereby release and

Purchase and further hereby terminate and cancel the Option to Lurchase contained therein. Date"), Lessor, THP and Lessee hereby terminate and cancel the

Effective Date. On the date hereof (the "Effective Leased Property (the "Option to Purchase") subject to and in accordance with the terms of the Lease. Lessor also granted Lessee in the Lease an option to purchase the hereinafter referred to collectively as the "Leased Property".

constructed or placed on the Land, and (iii) all fixtures and equipment constructed or placed thereon or in the buildings or other improvements standing thereon. All of the foregoing is atructures and other improvements now standing, (i) all easements, rights, licenses, and appurtenances used in connection therewith or belonging thereto (the "Land"), (ii) the in Exhibit A attached hereto and made a part hereof, together with real property located in Cicero, Cook County, Illinois, described is of record as Document 89003702 in the Office of the Recorder of Cook County, Illinois (the "Lease"), Leasor leased to Leasee the the terms of a Lease dated October 7, 1988, a memorandum of which Description of Least And Leased Premises.

## HIRRBERKTIA

Pontaville, Kentucky 40223 ·("THP") 10101 Linn Stacion Road, Suite 200 THP PARTNERS

**DAA** 

**DNA** 

Pontavilla, Kentucky 40223 ("Pesseq") 10101 Linn Station Road, Suite 200

THOPMION OIL CORPORATION

'(LIOSEPTM) rockport, Illinois 800 South State Street タとロサビる一とと一年 も 3992年 known as Trust No. 72-21110 10:65:50 26/00/C/C 10:00 NVB. CCC7#1 \*

dated as of December 22, 1988,

As Trustee under Trust Agreement DEFT-31 : ECCROTAG FIRST NATIONAL BANK OF LOCKPORT

December, 1992, by and between: (the "Agreement") is made and entered into as of this 31st day of THIS TEYER YND OFTION TO PURCHASE CANCELLATION AGREEMENT

(Affects Document 89003702)

## TEVER VAD OBLION TO PURCHASE CANCELLATION AGREEMENT

Cicero, Illinois TOC #5

62537024

It is expressly understood and Trustee's Exculpation. agreed by the parties herato, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of Lessor, while in form purporting (except as herein otherwise expressed and except Lessor warrants that it has authority to execute this Agreement) to be the representations, covenants, undertakings and agreements of Lessor, are nevertheless each and every one of them made and intended not as personal representations, covenants, undertakings and agreements by Lessor personally, but are made and intended for the purpose of binding only that portion of the trust property specifically leased under the Lease, and this Igreement is executed and delivered by Lessor not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee, that no duty shall rest upon Lessor to sequester the trust estate or the rents, issues and profits arising therefrom, or the proceeds arising from any sale or other disposition thereof, and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against Lessor or any of the beneficiaries under the Trust Agreement, on account of this Agreement or on account of any representations, covenants, undertakings or agreements of Lessor, in this Agreement contained either expressly or impliedly, all such personal liability, if any, being expressly waived and released by Lessee herein and by all persons claiming by, through or under Lessee.

IN WITNESS WHEREOF, Lessor, Lessee and THP have entered into this Agreement on the dates set forth below.

ATTEST:	FIRST NATIONAL BANK OF LOCKPORT, not personally, but as Trustee under Trust No. 72-21110
Name: NING BEAVEES Title: Vice President	By: Monna Alikovlewske Name: Doona & Wropiewske
	Title: Trust Officer [Seal]

ATTEST:

H Alexander Campbell

Secretary

THORNTON OIL CORPORATION

By: /aul / excorti

President

TOTAL TOTAL STATE OF THE STATE

SERVE BOOK STATE OF THE BESTRUMENT

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ATTEST:

THP PARTNERS

By: Thornton Oil Corporation,

its sole partner

ander Campbell

Sécretary

Percont

President

COMMONWRALTH OF KENTUCKY ) ) SS: COUNTY OF JULY EKSON

I, the undersigned notary public in and for said County, in the State aforecaid, do hereby certify that Paul J. Perconti, President of Thornton Oil Corporation, the sole partner of THP Partners, a Kentucky general partnership, and H. Alexander Campbell, Secretary of maid corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Presiden's and Secretary, respectively, appeared before me this day in person and acknowledged that they each signed and delivered the said instrumer cas their own respective free and voluntary act, and as the free and voluntary act of said corporation as the sole partner of said partnership, 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 said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes set forth.

Given under my hand and notarial seal this December, 1992.

My Commission Expires:

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COMMONWEALTH OF KENTUCKY ) )SS: COUNTY OF JEFFERSON

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that Paul J. Perconti, President 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 President and Secretary, respectively, appeared before me this day in person and acknowledged that they each signed and delivered the said instrument as their own respective 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 said corporation to said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes set forth.

Give under my hand and notarial seal this 29th day of

December, 1992. My Commission Expires: S\*B\*A\*L STATE OF ILLINOIS Will COUNTY OF

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that Donna J. Wroblewski, Trust Off. of the First National Bonk of Lockport, and Nina Reavers , Vice Pres of sala bank, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such Trust Off and vice Pres., respectively, appeared before me this day in person and acknowledged that they each signed and delivered the said instrument as their own respective free and voluntary act, and the free and voluntary act of said bank, for the uses and purposes therein Let forth; and the said <u>vice Pres</u> did also then and there acknowledge that (s)he, as custodian of the corporate seal of said bank, did affix the said corporate seal of said bank to said instrument as her/his own free and voluntary act, and as the free and voluntary act of said bank, for the uses and purposes set forth.

Given under my hand and notarial seal this 11th day of Decemberxxxx992xx January, 1993.

My commission expires:	4/3/96
	July Kank
	Notary Public Mozak
S+R+A+L	

93234074

THIS INSTRUMENT PREPARED BY:

Jeffrey E. Wallace, Es WYATT TARRANT & COMES 2700 Citizens Plaza

Louisville, Kentucky 40202

(502) 589-5235

TOC #5 Cicero, Illinois

### EXHIBIT A

### Legal Description of the Property

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 intersection of the East line of South Cicero Avenue (Being a line 33.00 feet East of the paralizel 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, 1176/39 feet to the point of beginning of the tract herein described; thence continuing South 0 degrees 02 minutes 01 saconds East, along said East line, a distance of 200.0( 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.

PERNAMENT IDENTIFICATION NO.: 16-27-100-012.

COMMON ADDRESS:

Southeast Corner of Cicero Avenue and Cermak Road, Cicero, Phinois

