

UNOFFICIAL COPY

ASSIGNMENT AGREEMENT

98682164

THIS AGREEMENT is made this 28 of July, 1998, between PDV Midwest Refining, LLC, with offices at P.O. Box 3758, Tulsa, Oklahoma 74102 ("Assignor") and Golf-Dee Mini Mart Corporation, an Illinois corporation, 9201 W. Golf Road, Des Plaines, Illinois 60016 ("Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee have entered into that certain Purchase and Sale Contract and Assignment of Leasehold Interest, dated March 15, 1998 (the "Contract"), wherein Assignor agreed to sell and assign to Assignee and Assignee agreed to buy and pay for and assume an Interest in certain real property located in the County of Cook, State of Illinois, more particularly described on Exhibit A attached hereto and made a part hereof (the "Property"); and

WHEREAS, the Property is leased pursuant to that certain lease (as assigned and/or amended) (the "Lease"), attached hereto and made a part hereof as Exhibit B; and

WHEREAS, in accordance with the Contract, Assignor desires to assign its interest in the Lease to Assignee, and Assignee desires to assume Assignor's obligations under the Lease at the closing of the purchase of the Leasehold Interest in the Property (the "Closing").

NOW, THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by Assignee to Assignor, receipt of which is hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all of its right, title and interest in and to the Lease, and Assignee accepts such assignment.
2. Assignee hereby assumes all of the promises, covenants, representations, warranties, obligations and duties (the "Obligations") of Assignor under the Lease and hereby releases, waives and discharges Assignor from all such Obligations, whether now existing, or arising in the future, and hereby shall indemnify, defend and hold Assignor, its directors, officers, employees, and agents, harmless from and against any and all claims, demands, costs (including attorneys' fees) liabilities, or damages arising in connection therewith. Assignee warrants that it shall faithfully perform all of the terms and conditions of the Lease.
3. Any prepaid rentals received or paid under the terms of the Lease shall be prorated as of the date of the Closing.
4. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
5. This Agreement shall be effective on July 31, 1998.

Exempt deed or Instrument
Eligible for recordation
without payment of tax

Gilberto Lozonale 7-31-98
City of Des Plaines.

BOX 33-671

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NT 521 09 92

7/31/98

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6. Capitalized terms not defined herein shall have the meaning set forth in the Purchase and Sale Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first above written.

ATTEST:

By: M. Jane Meenan

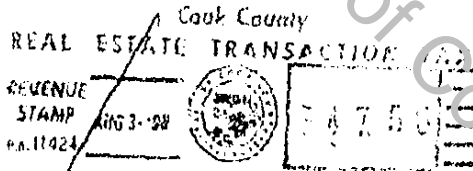
ASSIGNOR:
PDV Midwest Refining, LLC

By: Ezra Christ

Witness:

ASSIGNEE:
Golf-Dee Mini Mart Corporation

[Signature]



. DEPT-01 RECORDING	\$95.00
. T#0009 TRAN 3339 08/04/98 11:49:00	
. #0493 RC #-78-682464	
. COOK COUNTY RECORDER	
. DEPT-10 PENALTY	\$92.00

Prepared by: J. Raines
PDV Midwest Refining, LLC
6100 S. Yale
Tulsa OK 74136

MAIL TO: Masuda Funai Eifert + Mitchell, Ltd.
One East Wacker Dr.
Suite 3200
Chicago IL 60601
Attn: J. Berg

PIN: 09-15-100-016-0000

PROPERTY ADDRESS: 9201 W. GOLF RD
DES PLAINES, IL 60016

98682161

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THIS INSTRUMENT WAS PREPARED BY:

Stuart Rains, Esquire
6100 South Yale Avenue
Tulsa, Oklahoma 74136

State of OKLAHOMA
County of TULSA } SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that EZRA C. HUNT Sr. VICE PRESIDENT

personally known to me to be the same person, whose name _____ subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that HE signed, sealed and delivered the said instrument as HIS free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 28 day of JULY, 1998

Mary E. Colbert My Commission Expires July 11, 2000
NOTARY PUBLIC

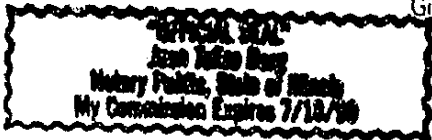
State of Illinois
County of Cook } SS.

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that

7 Self-Declarant Matt Carpenter Mohamed Iqbal, President

personally known to me to be the same person, whose name MS subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that his signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and notarial seal this 30 day of July, 1998



Jon Jalow Berg
NOTARY PUBLIC

PROPERTY ADDRESS:

9201 W. Gary Road, Des Plaines 60016

AFTER RECORDING, PLEASE MAIL TO:

THE CHICAGO TRUST COMPANY
171 N. CLARK STREET MLO9LT OR BOX NO. 333 (COOK COUNTY ONLY)
CHICAGO, IL 60601-3294

18682161

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ALL INFORMATION CONTAINED
HEREIN IS UNCLASSIFIED
DATE 08/13/2013 BY 60322/UC/STP

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EXHIBIT A

Legal Description

PARCEL 1:

THE SOUTH 140 FEET OF THE NORTH 190.07 FEET (BOTH DIMENSIONS AS MEASURED ON THE EAST AND WEST LINES THEREOF) OF THE EAST 150 FEET (AS MEASURED ON THE NORTH LINE THEREOF) OF THE NORTH WEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY INSTRUMENT FROM CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NO. 43497, TO UNION 76 DIVISION, UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, DATED JULY 18, 1969 AND RECORDED JULY 28, 1969 AS DOCUMENT 20912127

FOR INGRESS AND EGRESS OVER:

THE WEST 8 FEET OF THE EAST 158 FEET (BOTH DIMENSIONS AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF THE SOUTH 140 FEET OF THE NORTH 190.07 FEET (BOTH DIMENSIONS AS MEASURED ON THE EAST AND WEST LINES THEREOF) OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 9201 W. Golf Road, Des Plaines, Illinois

Tax Parcel Number: 09-15-1C0-016

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~~A13530~~

7660129, DI, JLH

9201 West Golf Rd.
Des Plaines, IL

97333203

RE-16088

DEPT-01 RECORDING 433.00
T#0012 TRAN 5063 05/12/97 15:03:00
48463 # CG # 97-1333203
COOK COUNTY RECORDER

This space reserved for Recorder's use only.

ASSIGNMENT AND ASSUMPTION OF LEASES

32.

THIS ASSIGNMENT AND ASSUMPTION OF LEASES (the "Assignment") is made and entered into as of the 1st day of May, 1997 by and between THE UNO-VEN COMPANY, an Illinois general partnership (the "Grantor"), having an address of 3850 North Wilke Road, Arlington Heights, Cook County, Illinois, and PDV MEROVEST REFINING, L.L.C., a Delaware limited liability company (the "Grantee"), having an address at 750 Lexington Avenue, New York, New York 10022.

RECITALS:

- A. Grantor, as Seller, and Grantee, as Purchaser, have entered into that certain Partnership Interest Retirement Agreement dated as of April 11, 1997 (the "Agreement") for the purchase and sale of certain assets and liabilities, as more particularly described herein, which assets include, without limitation, any and all leases affecting the real property legally described on Exhibit A hereto, which leases include without limitation, those leases described on Exhibit B attached hereto and made a part hereof (collectively, the "Leases").
- B. Grantor hereby assigns the Leases and Grantee assumes the obligations of Grantor thereunder, pursuant to the terms described herein.

NOW, THEREFORE, in consideration of the recitals set forth above, which are made a part of this Assignment, the mutual covenants hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Grantor hereby transfers and assigns to Grantee all of its right, title, claim and interest in and to said Leases.

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2. Grantee hereby accepts the foregoing assignment and assumes all of Grantor's rights, duties, liabilities and obligations in, to and under the Leases, and agrees to pay, perform and discharge all the covenants, promises, conditions and agreements in connection with the Leases.
3. This Assignment and Assumption shall be governed by, interpreted under and construed and enforceable in accordance with the laws of the State of Illinois.
4. This Agreement shall be binding upon and shall inure to the benefit of Grantor, Grantee, and their respective legal representatives, heirs, successors and assigns.

[INTENTIONALLY LEFT BLANK]

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SIGNATURE PAGE

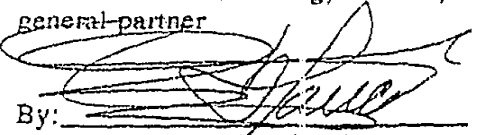
GRANTOR:

THE UNO-VEN COMPANY, an Illinois
general partnership

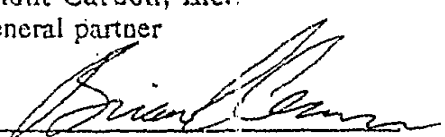
By: Midwest 76, Inc., a general partner

By: 
Name: Donald E. D'Zurilla
Title: Vice President

By: PDV Midwest Refining, L.L.C., a
~~general partner~~


By: 
Name: Eduardo Blanco
Title: President

By: Lemont Carbon, Inc.,
a general partner

By: 
Name: Brian C. Connors
Title: Vice President

GRANTEE:

PDV MIDWEST REFINING, L.L.C., a
~~Delaware limited liability company~~

By: 
Name: Eduardo Blanco
Title: President

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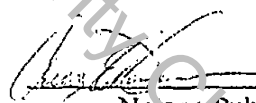
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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

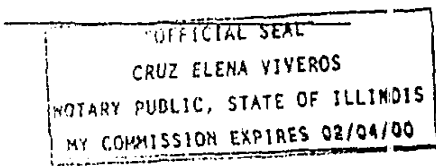
I, CRUZ ELENA VIVEROS, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Donald E. D'Zurilla, the Vice President of Midwest 76, Inc., a Delaware corporation and a general partner of The UNO-VEN Company, an Illinois general partnership (the "Partnership"), and Eduardo Blanco, the President of PDV Midwest Refining, L.L.C., a Delaware limited liability company, a general partner of the Partnership, Brian C. Conners, the Vice President of Lemont Carbon, Inc., a Delaware corporation, a general partner of the Partnership, are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such parties appeared before me this day in person and acknowledged that they signed and delivered said instrument as their own free and voluntary act and as the free and voluntary act of said partnership, for said uses and purposes.

GIVEN under my hand and notarial seal this 1st day of May, 1997.



Notary Public

My Commission Expires:



County Clerk's Office

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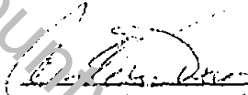
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ACKNOWLEDGMENT

STATE OF ILLINOIS)
) SS
 COUNTY OF COCK)

I, CRUZ ELENA VIVEROS, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT Eduardo Blanco, the President of PDV Midwest Refining, L.L.C., a Delaware limited liability company, is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such party appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said company, for said uses and purposes.

GIVEN under my hand and notarial seal this 1st day of May, 1997.



 Notary Public

My Commission Expires:

"OFFICIAL SEAL"
CRUZ ELENA VIVEROS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 02/04/00

Cook County Clerk's Office

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EXHIBIT A

Legal Description

PARCEL 1:

THE SOUTH 140 FEET OF THE NORTH 190.07 FEET (BOTH DIMENSIONS AS MEASURED ON THE EAST AND WEST LINES THEREOF) OF THE EAST 150 FEET (AS MEASURED ON THE NORTH LINE THEREOF) OF THE NORTH WEST QUARTER OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY INSTRUMENT FROM CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST NO. 43497, TO UNION 76 DIVISION, UNION OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, DATED JULY 18, 1969 AND RECORDED JULY 28, 1969 AS DOCUMENT 20912127.

FOR INGRESS AND EGRESS OVER:

THE WEST 8 FEET OF THE EAST 158 FEET (BOTH DIMENSIONS AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF) OF THE SOUTH 140 FEET OF THE NORTH 190.07 FEET (BOTH DIMENSIONS AS MEASURED ON THE EAST AND WEST LINES THEREOF) OF THE NORTH WEST 1/4 OF SECTION 15, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

Address: 9201 W. Golf Road, Des Plaines, Illinois

Tax Parcel Number: 09-15-100-016

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EXHIBIT B

LEASES

1. Lease recorded March 30, 1969 as Document No. 20787363 as amended by Document No. 20912127.

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III C-3

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79-81-852 D10-10-81

ASSIGNMENT AND ASSUMPTION AGREEMENT

\$17.00

Lease dated January 22, 1969, as amended,
between Unocal and Chicago Title and Trust Company,
as Trustee under Trust No. 43497,
111 West Washington Street, Chicago, Illinois,
for property located at 9201 West Golf,
Des Plaines, Illinois.

This Assignment and Assumption Agreement is made and
executed this 1st day of December, 1989, by Union Oil Company of
California a California corporation ("Assignor") and The UNO-
VEN Company an Illinois general partnership ("Assignee").

R E C I T A L S :

A. Chicago Title and Trust Company, as Trustee under Trust
No. 43497, 111 West Washington Street, Chicago, Illinois, and
Assignor are parties to that certain Lease dated January 22,
1969, as amended, ("Lease") with respect to certain premises
commonly known as 9201 West Golf, Des Plaines, Illinois and more
particularly described in Exhibit A.

B. Pursuant to that certain Asset Purchase and
Contribution Agreement among Venezuelan Petroleum Holdings, Inc.,
VPHI Midwest, Inc., Union Oil Company of California, Midwest 76,
Inc., The UNO-VEN Company and Lemont Carbon, Inc. dated October
31, 1989, Assignor intends to assign, transfer and convey to
Assignee all of Assignor's right, title and interest in, to and
under the Lease and Assignee intends to assume and agree to
perform all of Assignor's obligations under the Lease from and
after the date hereof.

NOW, THEREFORE, for valuable consideration, the receipt and
sufficiency of which are hereby acknowledged:

1. Assignor hereby assigns, transfers and conveys unto
Assignee all of its right, title and interest in, to and under
the Lease from and after the date hereof; and

2. Assignee hereby accepts the foregoing assignment and
agrees to assume and perform all of the obligations, terms,
conditions and covenants of Assignor under the Lease subject to
any and all limitations set forth in the Lease from and after the
date hereof.

PREPARED BY MAIL TO:
RUDNICK + WOLFE
203 N. LA SALLE ST.
CHICAGO, IL 60601
ATTN: JANET BAILEY

BOX 333 - CG

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption Agreement to be executed as of the date first above written.

THE UNO-VEN COMPANY, an
Illinois general partnership

UNION OIL COMPANY OF
CALIFORNIA, a California
corporation (d/b/a Unocal)

By: MIDWEST 76, INC.
a General Partner of
The UNO-VEN Company

By: C.J. Maurer
Name: C.J. Maurer
Title: Assistant Secretary

By: E. Fleming
Name: Elery Fleming
Title: Vice-President

By: VPHI MIDWEST, INC.
a General Partner of
The UNO-VEN Company

By: Jose M. Portas
Name: Jose M. Portas
Title: Secretary

By: UNION OIL COMPANY OF CALIFORNIA,
a General Partner of
The UNO-VEN Company

By: C.J. Maurer
Name: C.J. Maurer
Title: Assistant Secretary

COOK COUNTY, ILLINOIS

RECORDED 1:57

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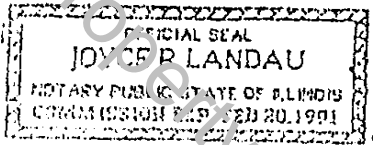
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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JOYCE LANDAU, a Notary Public in and for said County in the State aforesaid, do hereby certify that JOSE M. PORTAS, Secretary of VPHI MIDWEST, INC., a Delaware corporation, a general partner of THE UNO-VEN COMPANY, an Illinois general partnership personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such 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 therein; and the officer also then and there acknowledged that he, as custodian of the corporate seal of said corporation, affixed the same to the foregoing instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 1st day of December 1989.



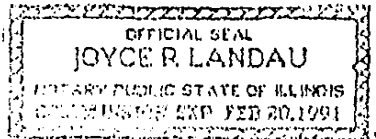
Joyce R. Landau
Notary Public

My Commission Expires: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JOYCE LANDAU, a Notary Public in and for said County in the State aforesaid, do hereby certify that ELLERY FLEMING, Vice-President of MIDWEST 76, INC., a general partner of THE UNO-VEN COMPANY, an Illinois general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such 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 therein; and the officer also then and there acknowledged that he, as custodian of the corporate seal of said corporation, affixed the same to the foregoing instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 1st day of December 1989.



Joyce R. Landau
Notary Public

My Commission Expires: _____

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STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Megan Joan Sparrow, a Notary Public in and for said County in the State aforesaid, do hereby certify that C.J. MAURER, Assistant Secretary of Union Oil Company of California, a California corporation, a general partner of THE UNO-VEN COMPANY, an Illinois general partnership, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such 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 therein; and the officer also then and there acknowledged that he, as custodian of the corporate seal of said corporation, affixed the same to the foregoing instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 1st day of December, 1989.

Megan Joan Sparrow
Notary Public

My Commission Expires Feb. 28, 1990

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, Megan Joan Sparrow, a Notary Public in and for said County in the State aforesaid, do hereby certify that C.J. MAURER, ASSISTANT SECRETARY of Union Oil Company of California, a California corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he signed and delivered such 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 therein; and the officer also then and there acknowledged that he, as custodian of the corporate seal of said corporation, affixed the same to the foregoing instrument as his free and voluntary act and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

GIVEN under my hand and notarial seal this 1st day of December, 1989.

Megan Joan Sparrow
Notary Public

My Commission Expires Feb. 28, 1990

Q1E0591 11/29/89 1100

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72-21-852 D1

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5. Easement in favor of the Metropolitan Sanitary District of Greater Chicago, created by Grant dated September 5, 1963 and recorded November 20, 1963 as Document 18976383.
6. Rights of the public, the municipality and the State of Illinois in and to that part of land taken or used for Dee Road.
7. Reservation of a non exclusive perpetual easement for ingress and egress contained in lease from Chicago Title and Trust Company or Trustee known as Trust Number 43497 to Union 76 Division, Union Oil Company of California recorded March 20, 1962 as Document 20787363.

(Affects Parcel 1).
8. Covenants and restrictions contained in Declaration dated February 11, 1969 recorded March 20, 1969 as Document Number 20787364.
9. Sublease dated January 22, 1969, as amended July 13, 1969 between Chicago Title and Trust Company, a Trustee under Trust No. 43497 and Unocal.
10. Assignment of Lease dated December 1, 1989 between Union Oil Company of California and The Uno-Yen Company.

Tax No.: 09-15-100-016-0000

10 258-18-21

PROPERTY OF COOK COUNTY CLERK'S OFFICE

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Property of Cook County Clerk's Office

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EXHIBIT A

Ill c.3 9201 Golf
 Des Plaines, IL

Leasehold estate as created by that certain Indenture of Lease made by Chicago Title and Trust Company, a Corporation of Illinois, as Trustee under Trust Agreement dated July 11, 1961 and known as Trust Number 43497 to Union 76 Division, Union Oil Company of California, a Corporation of California, dated January 22, 1969 and recorded March 20, 1969 as Document 20787363 and amended by Instrument dated July 18, 1969 and recorded July 28, 1969 as Document 20912127, demising and leasing for a term of 20 years beginning March 1, 1969 and ending February 28, 1989, the premises described as follows:

Parcel 1:

The South 140 feet of the North 190.07 feet (both dimensions as measured on the East and West lines thereof) of the East 150 feet (as measured on the North line thereof) of the North West 1/4 of Section 15, Township 41 North, Range 12 East of the third principal meridian

Parcel 2:

Easement for the benefit of Parcel 1 as created by Instrument from Chicago Title and Trust Company, a Corporation of Illinois, as Trustee under Trust Number 43497, to Union 76 Division, Union Oil Company of California, a California Corporation, dated July 18, 1969 and recorded July 28, 1969 as Document 20912127

For Ingress and Egress Over:

The West 8 feet of the East 158 feet (both dimensions as measured on the North and South lines thereof) of the South 140 feet of the North 190.07 feet (both dimensions as measured on the East and West lines thereof) of the North West 1/4 of Section 15, Township 41 North, Range 12 East of the third principal meridian in Cook County, Illinois.

Subject to the following permitted encumbrances:

1. A lien for general taxes and special assessments, if any, not yet due and payable.
2. Matters which would be disclosed by an accurate survey.
3. Terms, provisions, and conditions relating to the easement described as Parcel 2 contained in the Instrument creating such easement
Rights of the adjoining owner or owners to the concurrent use of the easement described as Parcel 2.
4. Rights of the public, the State of Illinois and the municipality in and to that part of the land, if any, taken or used for road purposes.

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Property of Cook County Clerk's Office

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52-9064-309
ALL PLAINED, IL

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AMENDMENT TO LEASE AGREEMENT AND DECLARATION OF PROTECTIVE COVENANTS

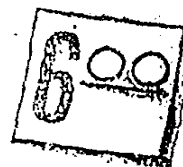
KNOW ALL MEN BY THESE PRESENTS: WHEREAS, Chicago Title and Trust Company, as Trustee under Trust No. 43497, operating as an Illinois corporation, as Lessor (hereinafter called "Lessor") and UNION 76 DIVISION, UNION OIL COMPANY OF CALIFORNIA, a California corporation, as Lessee (hereinafter called "Union"), entered into a Lease Agreement (hereinafter called "Lease") dated January 22, 1969, covering property located in Maine Township, County of Cook, and State of Illinois, for an original term ending with the 28th day of February, 1989, said Lease being filed as Document No. 20 787 363 in the Recorder of Deeds Office, Cook County, Illinois, and to which reference is hereby made for full particulars; and

WHEREAS, said Lease Agreement reserved an Easement unto Lessor for ingress/egress to adjacent land owned or controlled by Lessor; and

WHEREAS, a certain Declaration of Protective Covenants dated February 11, 1969 was executed by Lessor (referred to as "Covenantor" therein), for the benefit of Union, restricting Lessor's properties adjacent to the land leased to Union; said Declaration of Protective Covenants was filed for record as Document No. 20 787 364, in the Recorder of Deeds Office, and to which reference is hereby made for full particulars; and

WHEREAS, it is the desire of Union and Lessor to amend and modify said Lease and Declaration of Protective Covenants so as to change the area of the Union service station property to be covered thereby.

NOW, THEREFORE, in consideration of the premises, the benefits each to the other flowing, and Ten Dollars (\$10.00) cash in hand paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, the parties do hereby mutually amend and modify said Lease and Declaration of Protective Covenants in the following respects:



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58-51-522B

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The property descriptions used in describing the Union service station property (including the Easement area reserved unto Lessor) in numbered Paragraph 1 of the aforesaid Lease and numbered Paragraph 3 of the Declaration of Protective Covenants, are hereby deleted in their entirety and the following description is substituted in lieu thereof:

All that certain tract or parcel of land with any buildings, structures and equipment thereon, situated in Maine Township, County of Cook, State of Illinois, described as follows:

The South 140.0 feet of the North 190.07 feet (both dimensions as measured on the East and West lines thereof) of the East 150 feet (as measured on the North line thereof) of the Northwest Quarter of Section 15, Township 41 North, Range 12, East of the 3rd Principal Meridian, in Cook County, Illinois.

Together with a non-exclusive easement over and through the West 8.0 feet of the East 158.0 feet (both dimensions as measured on the North and South lines thereof) of the South 140.0 feet of the North 190.07 feet (both dimensions as measured on the East and West lines thereof) of the Northwest Quarter of Section 15, Township 41 North, Range 12, East of the 3rd Principal Meridian, in Cook County, Illinois to be for the purpose of ingress to and egress from other lands of Lessor adjacent to the leased land.

Together with all appurtenances thereto belonging or in anywise appertaining, and all right, title and interest of Lessor in and to any and all roads, streets, alleys and ways bounding said premises.

Except as amended and modified herein, the aforementioned Lease of January 22, 1969 and Declaration of Protective Covenants dated February 11, 1969 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused the due execution hereof on the 18th day of July, 1969.

UNION 76 DIVISION
UNION OIL COMPANY OF CALIFORNIA

R. M. W. Lewis
[Stamp: COOK COUNTY CLERK'S OFFICE]

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the lessor while in form purporting (except as herein otherwise expressed) to be the representations, covenants, undertakings and agreements of the lessor are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the lessor or for the purpose or with the intention of binding said lessor personally but are made and intended for the purpose of binding only that portion of the trust property specifically leased hereunder, and this lease is executed and delivered by said 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 the 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 the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this lease or on account of any representation, covenant, undertaking or agreement of the said lessor in this lease contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the lessee herein and by all persons claiming by, through or under said lessee.

[Signature]
Assistant Secretary

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A C K N O W L E D G M E N T S

STATE OF ILLINOIS }
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARGARET C. COORDIA personally known to me to be an Assistant Vice President of CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation and JOHN J. WALSH personally known to me to be an Assistant 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 Assistant Vice President and Assistant Secretary, they signed and delivered the said instrument as a Trust Officer and Assistant 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 21ST day of July, 1969.

My commission expires:

2/16/1972

Judith Ann Paris
Notary Public in and for

Cook County, Illinois

(SEAL)



STATE OF ILLINOIS }
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that R. J. Walrus personally known to me to be the Vice President of UNION OIL COMPANY OF CALIFORNIA, a California corporation, and Roy Bryntesen personally known to me to be the Assistant 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 Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant 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 18th day of July, 1969.

My commission expires:

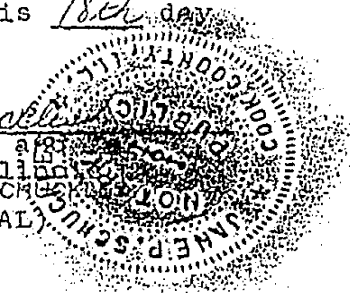
5/2/73

Jane P. Schuckler
Notary Public in and for

Cook County, Illinois

JANE P. SCHUCKLER

(SEAL)



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FORM 205 82 P25 11-67

20 787 363

#52-9064-309
Des Plaines, IL

LEASE (FOR RECORDING)
Union 76
RECORDS DIVISION
Union Oil Company of California



58-51-522 B

THIS LEASE, made this 22nd day of January, 19 69,
between CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust No. 43497

of 111 West Washington Street, Chicago, Illinois hereinafter referred to as Lessor
(whether one or more), and RECORDS DIVISION, Union Oil Company of California, a California corporation, with an office
at 200 East Golf Road, Palatine, Illinois, hereinafter referred to as Lessee,

WITNESSETH: UNION 76

For the consideration, and subject to the terms, conditions, and provisions of that certain Lease Agreement hereinafter
referred to, Lessor has leased and let and hereby leases and lets unto Lessee that certain tract or parcel of land, with any
buildings, structures, improvements and equipment thereon, situated in the County of Maine Township
Cook County of Illinois and State of Illinois
described as follows:

The North 200.07 feet of the East 190.06 feet (except
the East 40.06 feet and the North 50.07 feet thereof)
all being as measured on the North and East lines thereof
of the Northwest Quarter of Section 15, Township 41 North,
Range 12, East of the Third Principal Meridian, in Cook
County, Illinois.

SUBJECT, however, to the reservation by Lessor of a
non-exclusive perpetual easement over and across the
South ten feet of the net parcel herein leased, said
easement to be for the purpose of ingress to and egress
from other lands of Lessor adjacent to the leased land.

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together with all appurtenances thereto belonging or in anywise appertaining, and all right, title and interest of Lessor in and
to any and all roads, streets, alleys and ways bounding said premises.

To have and to hold the same unto Lessee for the period of time, for the considerations, and under the terms, conditions
and provisions set out in that certain written Lease Agreement between Lessor and Lessee, bearing even date herewith, duly
executed and delivered, and now in effect, covering the premises above described.

Said Lease Agreement contains options to Lessee to renew and extend the term of the lease, to purchase the leased
premises and to meet any bona fide offer to purchase the premises made by a third party.

Said Lease Agreement is incorporated herein by reference the same as though fully written hereon, and hereby
referred to for all purposes.

IN WITNESS WHEREOF, the parties have caused the due execution of this agreement in duplicate, this 22nd day of January, 1969,
year above first written.

WITNESSES AS TO LESSOR:

CHICAGO TITLE AND TRUST COMPANY
as Trustee under Trust No. 43497
AND NOT INDIVIDUALLY
By [Signature] (SEAL)
ATTORNEY AT LAW

WITNESSES AS TO LESSEE:

ATTEST: [Signature] (SEAL)
Assistant Vice President

Union 76
RECORDS DIVISION
Union Oil Company of California
By [Signature] (SEAL)
Vice President
Union Oil Company of California

FORM 205 82 P25 11-67

Unrecorded examination order is incorporated herein.

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1969-11 8
 Name: CHICAGO TITLE COMPANY
 Address: ATTN: J. D. LESLIE
111 E. WASHINGTON ST.
 City: CHICAGO ILL 60601

FORM 104
 533

ACKNOWLEDGMENT OF LESSOR

STATE OF ILLINOIS }
 COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARGARET C. CORDIA personally known to me to be an Assistant Vice President of CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, and JOHN J. WALSH personally known to me to be an Assistant 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 Assistant Vice President and Assistant Secretary, they signed and delivered the said instrument as a Trust Officer and Assistant 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 April, 1969.

My commission expires:

January 14, 1973



ACKNOWLEDGMENT OF LESSEE

STATE OF ILLINOIS }
 COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that W. E. BOISINCEP personally known to me to be the Vice President of UNION OIL COMPANY OF CALIFORNIA, a California 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 acknowledged that, as such Vice President, he signed and delivered the said instrument as Vice President of said corporation as his 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 18 day of March, 1969.

My commission expires:

3-27-72

Walter D. Frank
 Notary Public in and for
 Cook County, Illinois

(SEAL)



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 COOK COUNTY CLERK

RECORDED FOR DEEDS

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109-11

. B

Name: CHICAGO TITLE COMPANY
 Address: 704 J. J. LESLIE
1111 S. WOLF ROAD
 City: CHICAGO ILL 60667
 FORM 104
 533

ACKNOWLEDGMENT OF LESSOR

STATE OF ILLINOIS }
 COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARGARET C. CORCHAL personally known to me to be an Assistant Vice President of CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, and JOHN J. WALSH personally known to me to be an Assistant 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 Assistant Vice President and Assistant Secretary they signed and delivered the said instrument as a Trust Officer and Assistant 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 11th day of March, 1969.

My commission expires:

January 14, 1973

Shaw
 Notary Public in and for
 Cook County, Illinois



ACKNOWLEDGMENT OF LESSEE

STATE OF ILLINOIS }
 COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that W. E. BOLSINGER personally known to me to be the Vice President of UNION OIL COMPANY OF CALIFORNIA, a California 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 acknowledged that, as such Vice President, he signed and delivered the said instrument as Vice President of said corporation as his 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 18 day of March, 1969.

My commission expires:

3-27-72

Walter D. ...
 Notary Public in and for
 Cook County, Illinois



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*20787363

MAR 20 1969 12 22 PM
 FILED FOR RECORD
 COOK COUNTY ILLINOIS

RECORDED & INDEXED

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It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the lessor while in form purporting (except as herein otherwise expressed) to be the representations, covenants, undertakings and agreements of the lessor are nevertheless each and every one of them, made and intended not as personal representations, covenants, or undertakings and agreements by the lessor or for the purpose or with the intention of binding said lessor personally, but are made and intended for the purpose of binding only that portion of the trust property specifically leased as remainder, and this lease is executed and delivered by said 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 any time be asserted or enforceable against the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this lease or on account of any representation, covenant, undertaking or agreement of the said lessor in this lease contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the lessee herein and by all persons claiming by, through or under said lessee.

Form 531

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LEASE AGREEMENT

THIS AGREEMENT, made this 22nd day of January, 1969, between CHICAGO TITLE AND TRUST COMPANY, as Trustee under Trust Number 43497, of 111 West Washington Street, Chicago, Illinois, hereinafter referred to as Lessor (whether one or more), and UNION 76 DIVISION, UNION OIL COMPANY OF CALIFORNIA, a California corporation, referred to as Lessee,

WITNESSETH:

1. Lessor hereby leases and lets unto Lessee that certain tract or parcel of land situated in Maine Township, County of Cook, and State of Illinois, described as follows:

The North 200.07 feet of the East 190.06 feet (except the East 40.06 feet and the North 50.07 feet thereof) all being as measured on the North and East lines thereof of the Northwest Quarter of Section 15, Township 41 North, Range 12, East of the Third Principal Meridian in Cook County, Illinois.

Together with all appurtenances thereto belonging or in anywise appertaining, and all right, title and interest of lessor in and to any and all roads, streets, alleys and ways bounding said premises.

SUBJECT, however, to the reservation by Lessor of a non-exclusive perpetual easement over and across the South ten feet of the net parcel herein leased, said easement to be for the purpose of ingress to and egress from other lands of Lessor adjacent to the leased land. Lessor agrees to be responsible for paving and maintaining the strip of land referred to.

2. To have and to hold the same unto the Lessee for a period of Twenty (20) years commencing on the First (1st) day of March, 1969, and ending on the Twenty-eighth (28th) day of February, 1989, hereinafter referred to as the original term.

Lessee is hereby granted the option of extending this lease for an additional period of Five (5) years commencing on the First (1st) day of March, 1989, and ending on the Twenty-eighth (28th) day of February, 1994, under the same terms and conditions as outlined herein for the original term hereof, by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the original term, except the rental shall be as set out in Paragraph 3 below.

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Lessee is hereby granted the further option of extending this lease for an additional period of Five (5) years commencing on the First (1st) day of March, 1994, and ending on the Twenty-eighth (28th) day of February, 1999, under the same terms and conditions as outlined herein for the original term hereof, by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the first extended term, except the rental shall be as set out in Paragraph 3 below.

Lessee is hereby granted the further option of extending this lease for an additional period of Five (5) years commencing on the First (1st) day of March, 1999, and ending on the Twenty-ninth (29th) day of February, 2004, under the same terms and conditions as outlined herein for the original term hereof, by giving Lessor written notice of the exercise of such option at least thirty (30) days prior to the expiration of the second extended term, except the rental shall be as set out in Paragraph 3 below.

3. Lessee agrees to pay as rent for said premises:

(a) From the date first above written until the commencement of the original term hereof, a net payment of \$57.83, which payment also takes into account the deduction of the consideration paid Lessor by Lessee herein for that certain written Option to Lease dated November 22, 1968.

(b) For and during the original term hereof, the sum of One Thousand (\$1,000.00) Dollars per month, payable monthly in advance on or before the first day of each calendar month. The rental during the original term to be increased to One Thousand Two Hundred Fifty (\$1,250.00) Dollars per month on the first calendar day of the month following the time Lessee has been provided evidence satisfactorily indicating that Lessor has completed laying concrete foundation or foundations for Shopping Center stores or shops to be constructed on Lessor's adjacent lands bounded by Golf Road, Dee Road, Noel Avenue and Sumac Street; said foundation or foundations must cover a minimum surface area of 20,000 square feet.

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(c) During the first 5 year extended term of this lease, if exercised by Lessee, the monthly rental will be equal to that last paid during the original term together with an increase of an additional Eighty Five (\$85.00) Dollars per month. The monthly rental for each succeeding 5 year extended term, if exercised by Lessee, will be increased an additional Eighty Five (\$85.00) Dollars per month over and above the monthly rental paid during the immediately preceding 5 year extended term.

Rental may be paid by check or draft of Lessee, mailed or delivered to Lessor on or before the due date.

4. Lessee is hereby granted the right to raze and remove any or all buildings and improvements of every character upon the demised premises, and to retain all salvage materials and supplies therefrom for Lessee's own account, without any cost or liability therefor; and to place such improvements, additions and equipment on the demised premises as in Lessee's sole judgment may be desirable for maintaining and conducting a service station for the sale of petroleum products, automobile accessories and service and/or other business thereon, including (but not by way of limitation) erection and/or alterations of buildings, construction of concrete or other drives, installation of underground storage tanks and dispensing equipment, lighting facilities, hydraulic or other lifts, advertising signs and structures, and laundry equipment and facilities.

Lessee covenants to construct on the demised premises a gasoline service station in accordance with plans and specifications (showing the buildings, structures, tanks, signs, curbing, pavement and driveways; hereinafter referred to as "improvements") to be prepared by Lessee and approved by Lessor prior to construction. During the term of this lease or any renewals the Lessee covenants to maintain said improvements, at all times, in a good state of repair, and during said term, Lessee covenants to maintain the location of said improvements approximately as shown on said approved plans; replacements, additions and relocation of said improvements during the lease term, if not as approximately shown

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on said plans, shall be performed subject to Lessor's approval. The foregoing rights of approval of Lessor shall not be unreasonably withheld.

Provided, however, Lessor acknowledges and agrees that it is Lessor's responsibility and obligation to pave and maintain the Easement area described in numbered Paragraph 1 of this lease, when and if Lessor develops its lands adjacent to the demised premises.

In connection with the last foregoing paragraph, Lessor and Lessee covenant and agree to cooperate with one another in establishing proper grade levels between the demised premises where it borders any of the contiguous lands of the Lessor, should Lessor develop said contiguous lands.

Lessor will assist Lessee in allowing Lessee to connect Lessee's planned sanitary sewer line outlet to the sewer line now located on Lessor's adjacent property. It is understood that nothing in this provision relieves the Lessor of its responsibility to maintain and repair the sewer line or lines located on Lessor's adjacent property, should the need for said repairs arise.

5. Subject to provisions herein contained, Lessee agrees to pay, before delinquency, all real estate taxes levied or assessed against the leased premises (including the easement area) during the term hereof, including Lessee's improvements located thereon; provided, however, that if the first and last annual lease periods are not full taxable years, then the said taxes for the first and last annual lease periods of the term hereof shall be prorated between Lessor and Lessee in the proportion that the period included in the first and last annual lease period bears to a full taxable year, respectively. Lessor shall pay all such general real estate taxes levied or assessed against the leased premises prior to the term hereof. Lessor shall pay all special assessments levied or assessed against the leased premises. Lessee agrees to pay any other charges levied or assessed against Lessee's property located on the leased premises, including all charges and bills for water, gas and electricity that may be assessed or charged against the Lessee during the term hereof.

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6. Lessee agrees that it will pay the rent at the time, place and in the manner herein provided; that it will not commit or suffer waste on said premises; that it will not use the premises for any immoral or unlawful purpose, or permit the same to be so used; that it will deliver up said premises at the end of this lease; and that it will comply with all the valid laws, ordinances, rules and regulations of any governmental authority respecting the conduct of its business on the demised premises.

The leased premises are contiguous to and may form a part of a shopping center. In order to preserve an appearance in keeping with a shopping center, the Lessee shall not perform on the premises such work as engine overhauling, major body repairs and related matters, but shall not be precluded from performing servicing to motor vehicles and repairs thereto normally incidental to a gasoline service station operation, such as the changing of tires, etc. Furthermore, the Lessee shall not store or park on the premises, motor vehicles and/or trailers of any kind unless the same are located on the premises solely for the purpose of incidental servicing where said vehicles and trailers are to be reclaimed and picked up by the owners thereof when such servicing has been completed or within a maximum of two (2) weeks thereafter.

In keeping with the plans of Lessor to develop a Shopping Center on the lands contiguous with and adjacent to the demised premises, Lessee further covenants that it will not erect any permanent signs or billboards on the demised premises which would unduly impair visual access to said Shopping Center and thus be detrimental to the recognition of any tenant therein.

7. If the rent or any part thereof shall at any time be in arrears and unpaid after the same is due and payable, or if Lessee shall fail to keep any of the covenants and agreements on its part to be kept and performed and herein contained, and if after ten (10) days written notice of such default has been given by Lessor to Lessee, said default is not corrected by Lessee, then in any such events Lessor may thereafter forthwith cancel this lease by giving written notice thereof to Lessee.

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8. It is a condition of this lease that Lessee shall receive from the proper authorities such licenses, consents and permits as Lessee shall require for the construction and maintenance upon the demised premises of a service station for the sale of petroleum products, automobile accessories and service, including (but not by way of limitation) all buildings, driveways, dispensing equipment and other facilities, and Lessee shall have the right to apply for licenses, consents and permits either in the name of Lessor, or in the name of Lessee or Lessee's nominee, such application to be made promptly and followed through with reasonable diligence. If said licenses, consents and permits, when granted, impose any conditions upon Lessee, or upon the erection or operation of said service station, which, in Lessee's sole judgment, are or may become unduly burdensome, Lessee shall have the right to reject the same. In event Lessee is unable to secure said licenses, consents and permits within ninety (90) days from the date the term of this lease commences, or in event Lessee rejects the same, then Lessee may continue to pursue the matter, and/or at its option give written notice to Lessor of its inability to secure proper licenses, consents and permits. Upon receipt of said notice, Lessor will have sixty (60) days from the aforementioned ninety (90) days provided Lessee, to secure proper licenses, consents and permits for Lessee, at Lessee's sole cost and expense. In the event Lessor is unsuccessful in obtaining said licenses, consents and permits in the time allotted, or if said licenses, consents or permits are rejected by Lessee as improper for valid cause, then Lessee may at any time thereafter forthwith cancel this lease by giving thirty (30) days written notice thereof to Lessor. If, at any time during the term of this lease or any extension hereof, the use of the leased premises as a service station for the sale of petroleum products, automobile accessories and service, shall be prevented, suspended or limited by any zoning statute or ordinance, or any other Municipal or Governmental action, law or regulation; or if the use of said premises for such purposes be affected or impaired by the widening, altering, or improving of any streets fronting or

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adjoining said premises; or should the State or Federal Government reroute any State or Federal highway now adjacent to the leased premises or deny or eliminate direct access from the leased premises to any adjoining highway, then in any of such events Lessee may cancel this lease by giving thirty (30) days written notice thereof to Lessor. During temporary closing of streets, for repaving or other purposes, rent shall cease if Lessee closes the service station on said premises, and the term of this lease shall be extended for a period equal to the time said station is closed.

9. It is a further condition of this lease that Lessor has a good and marketable title to the leased premises, free and clear of all liens and encumbrances. In this connection, it is understood and agreed that Lessee proposes to use the leased premises for the construction and operation thereon of an automobile service station for the sale and distribution of petroleum products, automobile accessories and services, and Lessor agrees that any restrictions and/or any state, county, municipal or other governmental laws, ordinances, rules or regulations (including limited access rules, restrictions or regulations) which prohibit, limit or restrict the use of the leased premises for such purposes will, insofar as this lease agreement is concerned, be construed to render Lessor's title to the property not good and not marketable. Lessor shall within thirty (30) days from date hereof, furnish to Lessee for examination complete abstracts of title covering said premises, certified from the sovereignty of the soil to the latest date possible, or, at Lessor's option, a title insurance policy in a responsible title guaranty company, showing a good and marketable title in Lessor, free and clear of all liens and encumbrances. If Lessor fails or refuses to furnish abstracts or title policy, then Lessee may, at its election, procure same at Lessor's expense and deduct the cost thereof from the first rentals payable hereunder. Lessee shall, within sixty (60) days after receipt of abstracts or title policy, complete its examination thereof and furnish Lessor with written statement of any objections to the title reflected thereby. If any objections to the title are not

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cured or removed by Lessor within thirty (30) days after receipt of Lessee's statement thereof, and such objections are not waived by Lessee, then Lessee shall have the right to forthwith cancel and terminate this lease by written notice to Lessor and be released of all rental payments and other obligations hereunder, whereupon Lessor shall promptly refund to Lessee all rentals previously paid by Lessee to Lessor under this lease, and all amounts paid by Lessee for abstracts or title policy. Lessee's acceptance of Lessor's title shall not constitute a waiver of any covenants and agreements of Lessor contained in this lease.

10. All structures, gasoline tanks, including those which may be underground pumps, air compressors and other equipment which may be, or which heretofore have been erected, installed or placed upon said premises by Lessee, or a former Lessee, the title thereto having vested in Lessee, are to remain and be the property of Lessee, and Lessee is to have the right and privilege of removing any and all such property and equipment at any time during the continuance of this lease, or any extension hereof, and within thirty (30) days thereafter. In event the aforesaid underground tanks are not removed by Lessee within said thirty (30) day period, title thereto shall automatically pass to and vest in Lessor and Lessee shall thereafter be relieved of any and all responsibility in connection with such underground tanks.

11. Lessor further covenants and agrees with Lessee that Lessor is legally seized of an absolute estate in fee simple in said premises; that Lessor has the right to lease the same; that Lessor will warrant and defend said premises unto Lessee against the lawful claims of all persons whomsoever; that the rents being paid in the manner herein provided, and the covenants, conditions and agreements herein being all and singular kept, fulfilled and performed by Lessee, Lessee shall lawfully, peaceably and quietly hold, occupy and enjoy said premises during the term herein granted, without any let, hindrance, ejection or molestation by Lessor, or any person claiming under Lessor; and that said premises are free and clear of all encumbrances whatsoever.

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12. In the event Lessee should make any payments for the account of Lessor as herein provided pertaining to said leased premises for which Lessor is responsible, and Lessor does not reimburse Lessee therefor upon demand, then Lessee shall have the right, in addition to any other remedy, to extend the term of this lease, without any further rental payments or obligations, for and during such a period of time as will absorb, at the monthly rate of rental hereinabove specified for the original term, any and all sums owing by Lessor to Lessee, with legal interest thereon.

13. Lessee shall have the right to assign this lease or sublet the premises, and the terms, conditions and covenants hereof shall extend to, be binding upon and inure to the benefit of the successive heirs, executors, administrators, successors and assigns of the parties hereto, respectively, and shall run with the land, but no assignment or subletting by Lessee shall relieve Lessee of any of the obligations herein contained on the part of Lessee to be kept and performed.

14. OPTION TO PURCHASE. Lessor hereby grants to Lessee the right and option, during the period commencing MARCH 1, 1976, continuously through August 31, 1976, inclusive, to purchase the demised premises hereinabove described at and for a cash consideration of Two Hundred Thousand and No/100 (\$200,000.00) Dollars. In the event the foregoing purchase option is not exercised by Lessee, Lessor hereby grants to Lessee the further right and option during the period commencing March 1, 1979, continuously through August 31, 1979, inclusive, to purchase the demised premises at and for a cash consideration of Two Hundred Twenty Thousand and No/100 Dollars (\$220,000.00).

In the event Lessee exercises either of the foregoing purchase options, and subsequently purchases the demised premises in accordance with the terms and provisions herein, Lessor will have the right and option to (i) receive the total purchase price to be paid by Lessee in cash at the time Lessor delivers its deed in accordance with the terms and provisions herein, or (ii) receive the purchase price due from Lessee on a deferred basis agreeable

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to Lessor; provided, however, the total purchase price must be paid Lessor by Lessee within five (5) years from the day Lessor delivers its deed in accordance with the terms and provisions herein.

In event Lessee exercises such option, then Lessee shall give Lessor written notice thereof. In event Lessee purchases the property, then all taxes and assessments thereon for the current taxable year shall be prorated to the date on which Lessee notifies Lessor of the exercise of such option. In event a part of the leased premises is condemned, the amount of damages awarded to Lessor in consequence thereof shall be deducted from the purchase price upon exercise of this option by Lessee. Notwithstanding any change in the ownership of the leased premises, or the death or disability of Lessor, Lessee's notice of election to purchase shall be sufficient if deposited in the mail addressed to the Lessor named herein, at the address hereinafter shown, and such notice shall be binding on the heirs, devisees, executors, administrators, successors, grantees and assigns of Lessor.

15. OPTION TO MEET OFFER TO PURCHASE. Anything in this lease contained to the contrary notwithstanding, and without in any manner affecting or limiting any of the rights, privileges, options or estates granted to Lessee under this lease, it is agreed that if Lessor, at any time during the term of this lease or any extension hereof, receives one or more bona fide offers from third parties to purchase the demised premises, and any such offer is acceptable to Lessor, then Lessor agrees to notify Lessee in writing, giving the name and address of the offeror and the price, terms and conditions of such offer, and Lessee shall have thirty (30) days from and after the receipt of such notice from Lessor in which to elect to purchase the property for the consideration and on the terms and conditions contained in said bona fide offer. If Lessee does not elect to purchase or does not purchase said property, and Lessor sells the property to the third party making such offer, then the purchaser shall take the property subject to and burdened with all the terms, provisions and conditions of this lease, and the rights of Lessee under this lease as against the new owner shall not be lessened or diminished by reason of the change of ownership.

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16. TITLE EXAMINATION ON EXERCISE OF PURCHASE OPTION.

In event Lessee elects to purchase the property as provided in this lease, then Lessor shall, within thirty (30) days after receipt of such notice of election from Lessee, deliver to Lessee at Lessee's address hereinafter shown complete abstracts of title covering said property, certified from the sovereignty of the soil to the latest date possible, or, at Lessor's option a title insurance policy in a responsible title guaranty company, showing a good and marketable title in Lessor. If Lessor fails or refuses to so furnish abstracts or title policy, then Lessee may, at its election, procure same at Lessor's expense and deduct the cost thereof from the cash or other consideration to be paid for the property. Lessee shall have a reasonable time after receipt of abstracts or title policy in which to examine the title and to notify Lessor whether or not the title is acceptable to Lessee. If Lessee is willing to accept Lessor's title and consummate the purchase, then Lessor shall, within ten (10) days after written notice thereof from Lessee, convey the premises to Lessee by general ^{trustee} warranty deed, free and clear of all liens and encumbrances, (including, without limiting the foregoing, the rights of homestead, dower and/or curtesy) and deliver such deed to Lessee upon the payment or delivery of the consideration. Lessee shall continue to pay the rentals accruing hereunder from and after the date Lessee notifies Lessor of the exercise of said option, but upon the consummation of the purchase all rentals so paid by Lessee shall be reimbursed to Lessee by deducting same from the cash or other consideration to be paid for the property. Lessee may also deduct from the purchase price any indebtedness owing by Lessor to Lessee, together with legal interest thereon, whether growing out of this lease or otherwise. If the original and/or extended term of this lease expires before the purchase is consummated as herein provided, then this lease shall be automatically extended at and for the same rental and under the same terms and conditions to the date on which the purchase is consummated or Lessee notifies Lessor that it is not willing to consummate the purchase. If Lessee purchases the property, then contemporaneously

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with the conveyance of the property to Lessee this lease shall become null and void, without further notice, and Lessee shall thereupon be released and discharged from all further rentals and other obligations on the part of the Lessee to be paid, kept and performed.

17. The payments made and to be made hereunder by Lessee to Lessor shall be considered sufficient consideration for any and all options herein granted by Lessor to Lessee.

18. Any notices or inquiries regarding this lease shall be delivered to Lessor at 111 West Washington Street, Chicago, Illinois 60602, and to Lessee at 200 East Golf Road, Real Estate Department, Palatine, Illinois 60067, or such other address as the parties may from time to time designate in writing. Notice may be given by registered mail or certified mail, and in such event the date of service shall be the date on which the notice is deposited in a United States Post Office, properly stamped and addressed.

19. It is expressly understood and agreed by and between Lessor and Lessee that there is no verbal understanding or agreement which in any way changes the terms, covenants, and conditions herein set forth; and further, that this lease shall not be binding upon Lessee unless executed by a duly authorized officer or agent of Lessee.

20. Lessee covenants and agrees to indemnify and save Lessor harmless from any and all claims, demands, suits, actions, judgments, and recoveries for or on account of damage or injury (including death) to property or person of Lessee, its agents, invitees, customers, or any other party or parties whatsoever caused by or due to the construction or operation of Lessee's service station. Said indemnity shall not extend, however, to damages or injury to the agents, invitees or customers of Lessor while using the easement area heretofore described, if Lessee is in no way negligent. Lessors ^{beneficiaries} in turn agrees to similarly indemnify Lessee and hold Lessee harmless from any and all claims, demands, suits, judgments and recoveries in favor of any party whatsoever occurring because of the use by Lessor; ^{beneficiaries} its agents, customers and invitees of the easement area heretofore described.

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ACKNOWLEDGMENTS

STATE OF ILLINOIS }
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that MARGARET C. CONRAD personally known to me to be an Assistant Vice President of CHICAGO TITLE AND TRUST COMPANY, an Illinois corporation, and JOHN J. WALSH, personally known to me to be an Assistant 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 Assistant Vice President and Assistant Secretary, they signed and delivered the said instrument as a Trust Officer and Assistant 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 11th day of February, 1969.

My commission expires:
January 14, 1973

Shirley D. Taylor
Notary Public in and for
Cook County, Illinois

(SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK }

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that W. E. BOESINGER personally known to me to be the Vice President of UNION OIL COMPANY OF CALIFORNIA, a California corporation, and Roy Bryntesen personally known to me to be the Assistant 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 Assistant Secretary, they signed and delivered the said instrument as Vice President and Assistant 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 18 day of March, 1969.

My commission expires:
3-27-72

Marilyn D. Nathan
Notary Public in and for
Cook County, Illinois

(SEAL)

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IN WITNESS WHEREOF, the parties have caused the due execution of this agreement in duplicate on the day and year first above written.

CHICAGO TITLE AND TRUST COMPANY
as Trustee under Trust No. 43497
AND NOT PERSONALLY

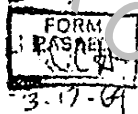
By Margaret C. Cordell (SEAL)
Trust Officer ASST. VICE PRESIDENT

ATTEST:

[Signature] (SEAL)
Assistant Secretary

UNION 76 DIVISION
UNION OIL COMPANY OF CALIFORNIA

By W. E. Bolsinger (SEAL)
Vice President W. E. BOLSINGER
Union Oil Company of California



By Roy D. [Signature] ROY D. [Signature]
Assistant Secretary
Union Oil Company of California

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, covenants, undertakings and agreements herein made on the part of the lessor while in form purporting (except as herein otherwise expressed) to be the representations, covenants, undertakings and agreements of the lessor are nevertheless each and every one of them, made and intended not as personal representations, covenants, undertakings and agreements by the lessor or for any purpose or with the intention of binding said lessor personally but are made and intended for the purpose of binding only that portion of the trust property specifically leased hereunder, and this lease is executed and delivered by said 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 the Chicago Title and Trust Company or any of the beneficiaries under said Trust Agreement, on account of this lease or on account of any representation, covenant, undertaking or agreement of the said lessor in this lease contained, either expressed or implied, all such personal liability, if any, being expressly waived and released by the lessee herein and by all persons claiming by, through or under said lessee.

Form 531

[Signature]

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