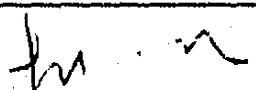


THIS INSTRUMENT PREPARED BY
Robert C. Nash, Esq.
Chapman & Cutler
111 West Monroe Street
Chicago, Illinois 60603

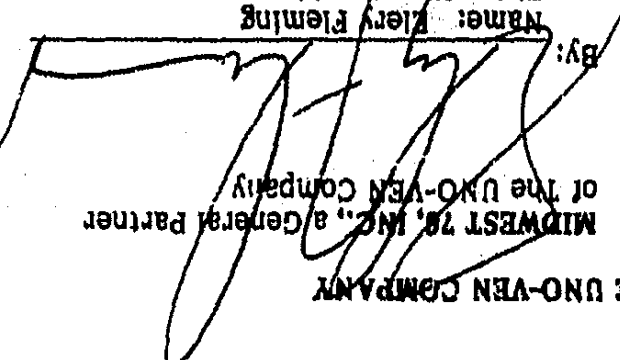
Property of Cook County Clerk's Office

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

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

By: 
Name: Jose M. Portas
Title: Secretary

By: VPHI MIDWEST, INC., a General Partner
of the UNO-VEN COMPANY

By: 
Name: Eleri Fleming
Title: Vice-President

By: MIDWEST 70, INC., a General Partner
of the UNO-VEN COMPANY
THE UNO-VEN COMPANY

SIGNATURE PAGE TO UCC
FINANCING STATEMENT

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10/18/00

The parcels of land in the State of Illinois, described in Exhibit A attached hereto and made a part hereof, together with the entire interest of the Debtor in and to all buildings, structures, improvements and appurtenances now standing, or at any time hereafter constructed or placed, upon such land, including all right, title and interest of the Debtor, if any, in and to all building material, building equipment and fixtures of every kind and nature whatsoever on said land or in any building, structure or improvement now or hereafter standing on said land or which are classified as fixtures under applicable law and which are used or useful in connection with the operation, maintenance or protection of said buildings, structures and improvements as such (including, without limitation, all boilers, air conditioning, refrigerating, ventilating, heating, lighting, incinerating and electrical systems and apparatus, all communications and electronic monitoring equipment and systems and apparatus, all fire prevention, extinguishing and sprinkler equipment and apparatus, all window and structural cleaning rigs), and the reversion or reversions, remainder or remainders, in and to said land, and together with the entire interest of the Debtor in and to all and singular the tenements, hereditaments, easements, licenses, franchises, royalties and minerals, oil and water rights, rights of way, rights, privileges and appurtenances to said land, belonging or in anywise appertaining thereto, including, without limitation, the entire right, title and interest of the Debtor in, to and under any streets, ways, alleys, gores or strips of land adjoining said land, and all claims or demands whatsoever of the Debtor either in law or in equity, in possession or expectancy, of, in and to said land, it being the intention of the parties hereto that, so far as may be permitted by law, all property, whether real, personal or mixed, tangible or intangible, (hereinafter referred to as "Property") of the character hereinafter described, which is now owned or is hereafter acquired by the Debtor and is affixed or attached or annexed to said land, shall be and remain or become and constitute a portion of said land and the security covered by and subject to the lien hereof together with all accessions, parts and appurtenances appertaining or attached thereto and all substitutions, renewals or replacements of and additions, improvements, acccessions and accumulations to any and all thereof, and together with all rents, income, revenues, awards, issues and profits thereof (including without limitation all deposits or money as advanced rent or for security) under any and all leases or subleases or renewals or extensions thereof or under any options relating to the above-described property, including any period allowed by law for the redemption of the above-described property, after any foreclosure or other sale, and the present and

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ANNEX I TO UCC FINANCING STATEMENT

DESCRIPTION OF COLLATERAL

DEBTOR:

The UNO-VEN Company

SECURED PARTY:

The Connecticut Bank and Trust Company, National Association and
 Lease Amato, as Trustees under a Trust Indenture dated as of
 December 1, 1989.



continuing right (but not the obligation) to make claim for, collect, receive and receipt for any and all of such rents, income, revenues, awards, issues and profits arising therefrom or in connection therewith)

1.B. All judgments, awards of damages, settlements and other compensation heretofore or hereafter made resulting from condemnation proceedings or the taking of the Property described in paragraph 1.A above or any part thereof or any improvements now or at any time hereafter located thereon or any easement or other appurtenance thereto under the power of eminent domain, or any similar power or right (including any award from the United States Government at any time after the allowance of the claim thereto, the ascertainment of the amount thereof and the issuance of the warrant for the payment thereof), whether permanent or temporary, or for any damage (whether caused by such taking or otherwise) to said Property or any part thereof or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including severance and consequent damages, and any award for change of grade of streets)

1.C. All Property and rights, if any, which are by the express provisions of the Mortgage (as hereinafter defined) required to be subjected to the lien of the Mortgage (as hereinafter defined) and any additional Property and rights that may from time to time hereafter, by writing of any kind, be subjected to the lien hereof by the Debtor or by anyone acting at the direction or as an agent of the Debtor and

1.D. All rights in and to common areas and access roads on adjacent properties heretofore or hereafter granted to the Debtor and any after-acquired title or reversion in and to the lot of any ways, roads, streets, avenues and alleys adjoining the Property described in paragraph 1.A above or any part thereof

All as more fully described in the Mortgage or Mortgages dated as of December 1, 1989 between Debtor and Secured Party (the "Mortgage") to which reference is made for a more complete description of the collateral.

11.A. All equipment now owned by the Debtor (including without limitation that equipment which is located on the Property described in Exhibit A hereto) or hereafter acquired by the Debtor by way of replacement, substitution, renewal, addition or otherwise, including, without limitation, all equipment used in the crude oil refinery process such as furnaces, exchangers, reactors and converters, towers, drums and tanks, pumps and compressors, filters, mixers, piping and electrical equipment, control instruments, utility equipment, spare parts, catalysts, boiler systems, waste systems, water treating systems, fire and water systems, storage tanks, loading facilities, laboratory equipment, shop equipment, safety equipment, office equipment and computers (including software) and all additions, improvements, accessories, appurtenances and accumulations to any and all of the foregoing (collectively, the "Equipment")

11.B. All fixtures and trade fixtures now owned or hereafter acquired by the Debtor

11.C. All books, correspondence and records of the Debtor related to any Property described in paragraphs 11.A and 11.B above

11.D. All rights and interests of the Debtor in the Pledged Agreements, as

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(r) the Debtor's interest as a partner in the assets of The Needle Coker Company, an Illinois general partnership ("Needle Coker Company");

(e) all rights and interests of the Debtor relating to the sale or other disposition of any of the Property described in clauses (a) through (d) immediately above contained in any contract or other agreement entered into in connection with the creation, purchase, sale or liquidation of any of the Debtor's Property described in said clauses (a) through (d), including but not limited to the Pledged Agreements, as defined in the Indenture, but excluding the Supply Agreement and the Supplemental Supply Agreement, each as defined in the Indenture;

(d) all documents of title, as defined in the Uniform Commercial Code, covering, evidencing or representing inventory of the Debtor;

(c) all instruments, chattel paper or letters of credit, as each is defined in the Uniform Commercial Code, of the Debtor relating to the inventory or accounts, as defined in the Uniform Commercial Code, of the Debtor described in clause (b) immediately above;

(b) all accounts and general intangibles, as each is defined in the Uniform Commercial Code, of the Debtor relating to inventory of the Debtor, including without limitation monies due to the Debtor in respect of such accounts and general intangibles;

(a) all inventory, as defined in the Uniform Commercial Code ("Inventory") of the Debtor, wherever located, now or hereafter existing;

There is, however, to the extent included in the lien and the operation hereof, expressly excepted and excluded from the lien and operation hereof, the following described Property of the Debtor, now owned or hereafter acquired (herein called "Excepted Property"):

Excepted Property

All as more fully described in the Security Agreement dated as of December 1, 1989 between Debtor and Secured Party, to which reference is made for a more complete description of the collateral.

II.F. All products of the above;

II.E. All proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or other liquidated claims, including without limitation all proceeds of casualty, fire and extended coverage insurance and condemnation awards and compensation relating to or arising from the above; and

defined in the Trust Indenture dated as of December 1, 1989 between Debtor and Secured Party (the "Indenture") insofar as such rights and interests relate to or are necessary for the sale, liquidation or disposition of the Property of the Debtor described in paragraphs I through II.B above;

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(g) the leasehold interest of Needle Coker Company arising by, through and under that certain Lease dated December 1, 1989 between the Debtor and Needle Coker Company; and

(h) Equipment acquired by the Debtor after the date hereof in connection with which acquisition the Debtor enters into a mortgage, conditional sale contract, security agreement or other arrangement for the retention of title (including a capitalized lease) within the limitations of Section 3.10(a)(vii), (viii) or (ix) of the Indenture and not in connection with the issuance of Improvement Notes, as defined in the Indenture, within the limitations of Section 2.2 thereof.

PIN: 12-11-301-038
12-11-301-039

1. A LIEN FOR GENERAL TAXES NOT YET DUE AND PAYABLE.
2. RIGHTS OF THE PUBLIC, STATE OF ILLINOIS, MUNICIPALITY AND THE ADJOINING OWNERS IN AND TO THE WEST 10 FEET AND THE EAST 30 FEET OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 AS DEDICATED BY PLAT OF DEDICATION RECORDED NOVEMBER 1, 1928 AS DOCUMENT NO. 10194531.
3. GRANT FROM THEODORE G. DRAVILLAS AND STAMATA DRAVILLAS TO MORELAND REALTY, INC. AND OTHERS DATED SEPTEMBER 1, 1955 AND RECORDED OCTOBER 21, 1955 AS DOCUMENT NO. 16392624.
4. EASEMENTS AS SHOWN IN DEED FILED AS DOCUMENT NO. 1815246.
5. MATTERS WHICH WOULD BE DISCLOSED BY AN ACCURATE SURVEY.

SUBJECT TO THE FOLLOWING PERMITTED ENCUMBRANCES:

THE SOUTH THIRTY FEET OF THE NORTH 200 FEET OF THE EAST 181.25 FEET OF LOT 1 (EXCEPTING PORTIONS FALLING WITHIN THE EAST 50 FEET OF THE SOUTH WEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN), IN GERHARD H. FRANZEN ESTATE DIVISION OF THE NORTH EAST QUARTER OF THE SOUTH WEST QUARTER OF SECTION 11, TOWNSHIP 40 NORTH RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, ILLINOIS.

PARCEL 2:

THE EAST 181.25 FEET OF THE NORTH 170 FEET OF LOT 1 IN GERHARD H. FRANZEN ESTATE DIVISION (HEREINAFTER DESCRIBED) (EXCEPTING THEREFROM THE NORTH 40 FEET THEREOF; AND EXCEPTING THEREFROM THAT PART THEREOF FALLING WITHIN THE EAST 50 FEET OF THE SOUTH WEST 1/4 OF SECTION 11, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 1:

L.C. 9: 5150 NORTH CUMBERLAND AVENUE
NORRIDGE, ILLINOIS 60656

EXHIBIT A

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RECORDER'S OFFICE

STATE OF ILLINOIS UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-2

Ill. MINNEN LAW FIRM
CHICAGO
(312) 640-1666

3848351

INSTRUCTIONS:

- PLEASE TYPE this form. Fold only along perforation for mailing.
- Remove Secured Party and Debtor copies and send other 3 copies with interleaved carbon paper to the filing officer. Enclose filing fee.
- If the space provided for any item(s) on the form is inadequate the item(s) should be continued on additional sheets. Preferably 5" x 8" or 8" x 10". Only one copy of such additional sheets need be presented to the filing officer with a set of three copies of the financing statement. Long schedules of collateral, indentures, etc., may be on any size paper that is convenient for the Secured Party.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

For Filing Officer
(Date, Time, Number, and Filing Office)

Debtor(s) (Last Name First) and address(es)
 The UNO-VEN Company
 1650 East Golf Road
 Schaumburg, IL 60196-1088
 Attention: Vice President
 Administration and Finance

Secured Party(ies) and address(es)
 The Connecticut Bank and Trust Company
 National Association and Leasehold
 as Trustees under Indenture of Trust
 dated as of December 1, 1989, One
 Constitution Plaza, Hartford, CT
 06115-1600, Attn: Corporate Trust
 Department

1. This financing statement covers the following type(s) (or item(s)) of property All right, title and interest of Debtor in all building materials, fixtures, equipment and other property described in Annex I attached hereto and made a part hereof.
 2. ~~(If collateral is crops) The above described crops are growing or are to be grown on~~
 (Describe Real Estate)

ASSIGNER OF SECURED PARTY

3. (If applicable) The above goods are to become fixtures on ~~the premises~~ See Exhibit A to Annex I attached hereto and made a part hereof.
~~or security will be financed at the wellhead or minehead of the well or mine located on~~ (Strike what is inapplicable) (Describe Real Estate)

and this financing statement is to be filed in the real estate records. (If the debtor does not have an interest of record) The name of a record owner is

Proceeds

4. Products of Collateral are also covered.

Additional sheets presented: X
 Filed with Recorder's Office of COOK County, Illinois.

THE UNO-VEN COMPANY
 by See Attached Signature Page
~~Signature of Debtor~~ Signature of (Debtor)
 (Secured Party)

1. FILING OFFICER COPY--ALPHADETICAL

*Signature of Debtor Required in Most Cases;
Signature of Secured Party in Cases Covered By UCC 9-402 (2).

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3/22/2027

1900 DEC 19 PM 11:35
CAROL MOSELEY SAUNDERS
REGISTRAR OF DEEDS

3/22/27
A.M.
T. H. HILL

AKR WEL