

941181

TRUST AGREEMENT AND TRUST INDENTURE
SUPPLEMENT NO. b

TRUST AGREEMENT AND TRUST INDENTURE SUPPLEMENT NO. b dated September 30, 1987, (this Supplement) between WILLIAM J. WADE, not in his individual capacity, but solely as owner trustee (the Owner Trustee) under the Trust Agreement dated as of September 15, 1987 (the Trust Agreement), and The Connecticut Bank and Trust Company, National Association, as indenture trustee (the Indenture Trustee) under the Trust Indenture, Mortgage and Security Agreement dated as of September 15, 1987 (the Indenture) between the Owner Trustee and the Indenture Trustee. All capitalized terms used herein and not otherwise defined herein shall have the meanings specified in the Indenture.

W I T N E S S E T H :

WHEREAS, the Trust Agreement provides for the execution and delivery of supplements thereto substantially in the form hereof, each such supplement to particularly describe each Leased Station included in the property covered by the Trust Agreement by having attached thereto a copy of the Lease Supplement covering such Leased Station; and

WHEREAS, the Indenture provides for the execution and delivery of supplements thereto substantially in the form hereof, each such supplement to particularly describe each Leased Station included in the Indenture Estate by having attached thereto a copy of the Lease Supplement covering such Lease Station, and which shall specifically grant a security interest in such Leased Station to the Indenture Trustee.

NOW, THEREFORE, to secure the due and punctual payment of the principal of and premium, if any, and interest on the Loan Certificates according to their terms and effect and to secure, among other things, the performance and observance by the Owner Trustee of all other obligations secured under the Indenture, the Owner Trustee hereby transfers, assigns, bargains, sells, conveys, mortgages, hypothecates and pledges to the Indenture Trustee, and grants the Indenture Trustee, a security interest in, and the immediate and continuing right to receive payments (other than Excepted Payments) in respect of, all the Owner Trustee's right, title and interest in and to the following:

A. The Leased Station described on Schedule 1 hereto, expressly excluding the property described on Schedule 2 hereto, located on the Land described on Schedule 3 hereto;

B. The Lease Supplement of even date herewith describing such Leased Station.

STATE OF INDIANA / S.S. JOHN...
3 38 PM '87
RECORDER

FOR SEE DOC. # 941180

2150

TO HAVE AND TO HOLD all the aforesaid properties, rights and interests unto the Indenture Trustee, its successors and assigns forever, but in trust for the holders, from time to time, of the Loan Certificates, nevertheless, for the use and purposes and with the power and authority and subject to the terms and conditions set forth in the Indenture.

AND, FURTHER, the Owner Trustee hereby acknowledges that the Leased Station referred to in the aforesaid Lease Supplement attached hereto and made a part hereof has been delivered to the Lessee (or a nominee thereof) and is included in the Trust Estate of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the lien thereof under the Indenture.

Attached hereto on Schedule 4 is the schedule of principal and interest on the Notes delivered on the date hereof.

This Supplement shall be construed as supplemental to the Indenture and to the Trust Agreement and shall form a part of each, and the Trust Agreement and the Indenture are each hereby incorporated by reference herein and each is hereby ratified, approved and confirmed.

This Supplement may be executed in any number of counterparts and by the different parties hereto and thereto on separate counterparts, each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute but one and the same instrument. Fully executed sets of counterparts shall be delivered to, and retained by, the Owner Trustee and the Indenture Trustee.

Schedule 4
to Trust Agreement
and Trust Indenture Supplement
Schedule of Principal and Interest

For each \$1,000,000* of principal amount of the applicable Loan Certificate, payments of principal and interest shall be as follows:

Date -----	Interest -----	Principal -----	Debt Service -----
2 Jan 88	5,569.94	.00	5,569.94
2 Jul 88	53,500.00	.00	53,500.00
2 Jan 89	53,500.00	.00	53,500.00
2 Jul 89	53,500.00	.00	53,500.00
2 Jan 90	53,500.00	.00	53,500.00
2 Jul 90	53,500.00	.00	53,500.00
2 Jan 91	53,500.00	87.67	53,587.67
2 Jul 91	53,495.31	.00	53,495.31
2 Jan 92	53,495.31	13,934.04	67,429.35
2 Jul 92	52,749.84	.00	52,749.84
2 Jan 93	52,749.84	15,424.99	68,174.83
2 Jul 93	51,924.60	.00	51,924.60
2 Jan 94	51,924.60	90,940.85	142,865.45
2 Jul 94	47,059.27	.00	47,059.27
2 Jan 95	47,059.27	28,321.32	75,380.59
2 Jul 95	45,544.08	.00	45,544.08
2 Jan 96	45,544.08	31,522.98	77,067.06
2 Jul 96	43,857.60	.00	43,857.60
2 Jan 97	43,857.60	35,086.61	78,944.21
2 Jul 97	41,980.46	.00	41,980.46
2 Jan 98	41,980.46	67,443.83	109,424.29
2 Jul 98	38,372.22	.00	38,372.22
2 Jan 99	38,372.22	75,068.22	113,440.44
2 Jul 99	34,356.07	.00	34,356.07
2 Jan 00	34,356.07	83,554.55	117,910.62
2 Jul 00	29,885.90	.00	29,885.90
2 Jan 01	29,885.90	93,000.22	122,886.12
2 Jul 01	24,910.39	.00	24,910.39
2 Jan 02	24,910.39	103,513.72	128,424.11
2 Jul 02	19,372.40	.00	19,372.40

<u>Date</u>	<u>Interest</u>	<u>Principal</u>	<u>Debt Service</u>
2 Jan 03	19,372.40	115,215.75	134,588.15
2 Jul 03	13,208.36	.00	13,208.36
2 Jan 04	13,208.36	128,240.66	141,449.02
2 Jul 04	6,347.49	.00	6,347.49
2 Jan 05	6,347.49	118,644.59	124,992.08

WILLIAM J. WADE, not in his individual capacity, but solely as owner trustee under a Trust Agreement dated as of September 15, 1987,
Owner Trustee

Witness *Lisa Murphy*
Name: *LISA MURPHY*

WJ Wade
William J. Wade

Witness *Marie Branch*
Name: *MARIE BRANCH*

Date: *SEPT. 25, 1987*

THE CONNECTICUT BANK AND TRUST
COMPANY, NATIONAL
ASSOCIATION,
Indenture Trustee

Witness Dorothy D. Southworth
Name: Dorothy Southworth

Witness Kimberly R. Gilbert
Name: Kimberly R. Gilbert

By [Signature]
Name: Mason M. Lemont
Title: Vice President
Date: September 24, 1987

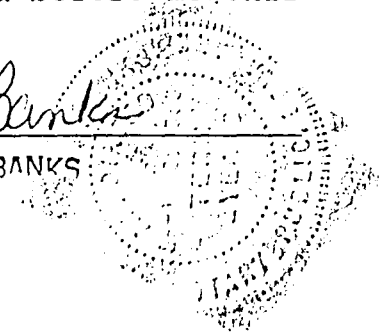
This instrument was prepared by Lisa Staud.

STATE OF DELAWARE)
) SS:
COUNTY OF NEW CASTLE)

The foregoing instrument was acknowledged before me this
SEPT 25, 1987 by William J. Wade.

Natalie E. Banks

Name: NATALIE E. BANKS



Sworn to before me this
25th day of Sept, 1987

(SEAL)

Notary Public for Delaware

My Commission Expires: 9/18/88

STATE OF CONNECTICUT)
) SS:
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 24th day of Sept., 1987 by Mason M. Lemont, the VICE PRESIDENT of The Connecticut Bank and Trust Company, National Association, a national banking association, on behalf of said corporation.

Lorraine Schweitzer

Name: LORRAINE SCHWEITZER
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1992

Sworn to before me this
24th day of September, 1987

(SEAL)

Notary Public for Connecticut

My Commission Expires: March 31, 1992

SCHEDULE 1

DESCRIPTION OF LEASED STATION

Address 1950 Indianapolis Ave.
Schererville, IN

<u>Quantity</u>	<u>I t e m</u>
1.	1 Building 44' x 75' masonry construction
2.	1 Lusterlite Canopy, 100' x 101' with lighting
3.	5 Tanks. Make Owens-Corning Type: Fiberglass G-6 Sizes: All 8,000 gal.
4.	6 Gilbarco Model MPD-1 Multiproduct dispensers
5.	1 Gilbarco Model H111B Dispensers
6.	7 Pump Islands
7.	1 10' x 12' Trash Enclosure
8.	x Concrete paving
9.	x Asphalt paving
10.	4 Red Jacket submerged turbine pumps
11.	4 Yard Lights and Poles
12.	1 50' Flag Pole
13.	1 Minitex 3/4 H.P. Air Compressor
14.	x Curbing and Drainage Structures shallow retention pond
15.	x Landscaping
16.	x Set Custom Cabinets
17.	1 Snack Center Cabinet
18.	x Gondolas & Store Shelving
19.	1 11'7" x 29' Vollrath Walk-in cooler with shelving

SCHEDULE 1

DESCRIPTION OF LEASED STATION

Address 1950 Indianapolis Ave.
Schererville, IN

	<u>Quantity</u>	<u>I t e m</u>
20.	1	Gilbarco Model T-12C Gasoline Console
21.	2	DTS Model 2100 Cash Register
22.	3	Bunn Coffee Maker
23.	1	Kelvinator 6 ft. Cold Deli Case
24.	1	Fogel-Jordon 2 Door Storage Refrigerator
25.	4	Plymold Booths (4 Place)
26.	4	Armor Safes
27.	x	Lot Store Room Shelving
28.	1	Manitowac Ice Maker
29.	1	Kelvinator 3 Door Display Freezer
30.	1	Fogel-Jordon 2 Door Storage Freezer
31.	1	Talk-A-Phone Intercom
32.	1	Desk and Chair
33.	1	Goal Post ID/Price Sign & Pole
34.	2	American Sign Canopy Signs
35.	3	Benco Canopy Signs

Additional detail and specifications for the above appear in the complete set of "as built" plans and specifications maintained by the Lessee in accordance with Section 10(e) of the Lease.

Lessor's Cost -- \$700,000

SCHEDULE 2

DESCRIPTION OF EXCLUDED ASSETS

The excluded assets shall consist of the following:

Description

Hot dog roller grill
Bun warmer drawer
Nacho merchandiser
Nacho cheese warmer with pump and heated spout
Chili warmer
Popcorn popper
Pretzel display
Pizza display case
Soup warmer kettle
Microwave oven
Slush machine (twin)
Condiment unit
Post mix dispenser
Paper cup dispensers
Foam cup dispensers
Ice cube dispenser
Triple jet spray - 1 whipper
Fruit ade machine
Cocoa dispenser
Anchor wrapper and platens
12" meat slicer
Tomato slicer
6' long worktable with stainless steel undershelf and casters
Electronic portion scale
Electronic retail scale
Heat seal overwrapper
Platter cart
4' long worktable with stainless steel undershelf and casters
Biscuit prep table
Convection oven
EZ over chicken display
Spaceplate for spacing fryers
14" deep electric fryer
18" deep electric fryer
Oil filtration unit
Bread and batter unit
Hot case with thermal shelf
Custom built donut display case
2-eye hot plate - electric
Ice cream novelty merchandiser
Video security equipment
Video sales displays

SCHEDULE 3

DESCRIPTION OF SUBLEASED LAND

Real Estate, in Lake County in the State of Indiana,
to-wit:

The East 300 feet measured along the Southerly line of the following described real estate: Part of the East half of the Southeast Quarter of the Northeast Quarter of Section 17, Township 35 North, Range 9 West of the 2nd P.M., described as follows: Commencing at a point on the West right of way line of U. S. Highway No. 41, which is 44.10 feet West of the Southeast corner of the above said East half of the Southeast Quarter of the Northeast Quarter and running thence West along the South line of said East half of the Southeast Quarter of the Northeast Quarter, 616.17 feet, more or less, to the West line of the East half of the Southeast Quarter of the Northeast Quarter, thence North along the West line of said East half of the Southeast Quarter of the Northeast Quarter 219 feet; thence Northeasterly 602.80 feet to a point on the West right of way line of U.S. Highway No. 41, which is 300 feet North of the place of beginning, thence South 300 feet to the place of beginning, in Lake County, Indiana.

EXCEPT THAT PART OF THE ABOVE-DESCRIBED REAL ESTATE
LEGALLY DESCRIBED AS FOLLOWS:

Part of the East half of the Southeast quarter of the Northeast quarter of Section 17, Township 35 North, Range 9 West of the Second Principal Meridian, described as follows: Commencing at the Southeast corner of the East half of the Southeast quarter of the Northeast quarter of said Section 17; thence West on the South line of the East half of the Southeast quarter of the Northeast quarter of said Section 17, a distance of 44.10 feet to the point of beginning; thence continuing West on said South line, a distance of 300 feet; thence North on a line parallel to and 344.10 feet West of the East line of said Section 17, a distance of 60.00 feet; thence East on a line parallel to and 60.00 feet North of the South line of the East half of the Southeast quarter of the Northeast quarter of said Section 17, a distance of 300.00 feet; thence South on a line parallel to and 44.10 feet West of the East line of said Section 17 and also being the West Right-of-way line of U. S. Highway No. 41, a distance of 60.00 feet to the point of beginning, all in Lake County, Indiana.

Leased station address: 1950 Indianapolis Rt. 41
Schererville, Indiana