

STATE OF TEXAS)
) SS.
COUNTY OF DALLAS)

On this 20th day of October, 1987, before me appeared F. J. Gungor to me personally known, who, being by me duly sworn, did say that he is the Vice-President of The Southland Corporation, a corporation of the State of Texas, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Deborah A. Allen
Notary Public

My term expires: 2/24/88

DEBORAH A. ALLEN
(Print Name)

STATE OF TEXAS)
) SS.
COUNTY OF DALLAS)

On this 20th day of October, 1987, before me appeared F. J. Gange to me personally known, who, being by me duly sworn, did say that he is the Vice-President of The Southland Corporation, a corporation of the State of Texas, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors; and said Vice President acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Deborah A. Allen
Notary Public

My term expires: 2/24/88

DEBORAH A. ALLEN
(Print Name)

EXHIBIT A

Legal Description of the Land:

30167 IN
LAKE
GRIFFITH
W BROAD

EXHIBIT "A"

Lots 1 through 5, inclusive, and the West 18 feet of Lot 6, Block 4, Industrial Center Subdivision, Town of Griffith, as shown in Plat Book 17, page 13, Lake County, Indiana.

#26-73-1

MA
STG/RCL

30168

IIIM

LAKE

E CHICAGO

W 145TH/8 INDIANAPOL

Lots Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27) and Twenty-Eight (28), in Block Twelve (12) in a Subdivision of the West One Thousand Three Hundred Seventeen and Five Tenths feet of the Northeast Quarter of Section Twenty-Nine (29), Township Thirty-Seven (37), North, Range Nine (9), West Of the Second Principal Meridian, as shown by the recorded plat of said Subdivision in the Recorder's Office of Lake County, Indiana, as the same appears of record in Plat Book #2, Page Fifteen:

Otherwise known as the Northeast Corner of 145th Street and Forsythe Avenue (Indianapolis Blvd.); being One Hundred Twenty-Four Feet (124') of the frontage on Forsythe Avenue (Indianapolis Blvd) and One Hundred feet (100') on 145th Street

50168 IL
LAKE
E CHICAGO
W 145TH/6 INDIANAPOL

0110) 160467

1 Salt Creek Lane
Hinsdale, Ill160521
Attn: Gene Klecka



CITIES SERVICE OIL COMPANY

MEMORANDUM AND NOTICE OF LEASE 351055

CHICAGO LIFE INSURANCE COMPANY

MEMORANDUM OF AGREEMENT, made the 30th day of October 19 75,
between Leah Ann Altman, Max M. Friedman and Bernard M. Epstein, as Trustee under
the provision of a Trust dated October 26, 1932
of 5000 East End Avenue (Attention: L. A. Altman) Chicago, Illinois 60615 hereinafter
called LANDLORD and CITIES SERVICE OIL COMPANY, a DELAWARE CORPORATION, with offices at Tulsa,
Oklahoma (P.O. Box 300) Zip 74102, hereinafter called TENANT.

WITNESSETH, that the Landlord has leased to the Tenant, at the rent and upon all the terms, covenants and conditions
more particularly set forth in an instrument between the parties hereto, dated October 30, 1975 for a period of
15 years, beginning after certain agreement have been fulfilled
and ending 15 years thereafter, the premises situated in East Chicago
the County (Parish) of Lake and State of Illinois, more particularly described
as follows:

Lots Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27) and Twenty-Eight (28), in Block Twelve (12) in a Subdivision of the West One Thousand Three Hundred Seventeen and Five Tenths feet of the Northeast Quarter of Section Twenty-Nine (29), Township Thirty-Seven (37), North, Range Nine (9), West Of the Second Principal Meridian, as shown by the recorded plat of said Subdivision in the Recorder's Office of Lake County, Indiana, as the same appears of record in Plat Book #2, Page Fifteen:

Otherwise known as the Northeast Corner of 145th Street and Forsythe Avenue (Indianapolis Blvd.); being One Hundred Twenty-Four Feet (124') of the frontage on Forsythe Avenue (Indianapolis Blvd) and One Hundred feet (100') on 145th Street

also known on Tenant's records as Property Number 13-089-025,
together with the buildings, improvements and equipment now or hereafter thereon or used in connection therewith, all
easements and rights of way appurtenant thereto, and all the right, title interest of Landlord in and to land lying in all
streets and highways abutting or on appurtenant to said premises.

Tenant has Two (2) option(s) to renew and extend the lease of 5 years per renewal. Such rights of renewal
or extension are exercisable not less than ~~thirty (30)~~ (60) before the expiration of the lease or extended periods.

~~Tenant has an option to purchase which is exercisable at any time during the term of the lease and any extension period thereof.~~ Tenant has the right of first refusal to purchase or lease said premises on the terms of any offer therefor acceptable to Landlord. Such right endures for the term of the lease and any extension or renewal thereof and is exercisable within sixty (60) days after Tenant's receipt of notice from Landlord of an offer to sell or lease acceptable to Landlord.

~~Landlord agrees that during the original and extended period hereof, and thereafter and in the event the Tenant or its nominee shall purchase the demised premises, Landlord will not use as a gasoline service station, nor will it lease or convey without prohibiting such use or the storage or handling of petroleum products, tires, tubes, and automotive accessories usually sold at a gasoline service station, any premises, leased, controlled or owned by Landlord, directly or indirectly, within 1,500 feet of the demised premises. In the event the Tenant or its nominee acquires title to the demised premises, this covenant shall survive the closing of title and shall be deemed to bind the land to which it relates.~~

30168 IL
LAKE
E CHICAGO
W 145TH/R INDIANAPOL

13 - Indiana - Assign - RET
County Lake
CITGO No. 13-089-025
TSC Loc. No. ~~30168~~

30/1/88 100984

#134373

785802

ASSIGNMENT OF LEASE

~~30168~~ INDIANAPOLIS CORP.
LAWYER
7895 S. W. 11th
MERRILLVILLE, IND. 46410

KNOW ALL MEN BY THESE PRESENTS, that CITGO Petroleum Corporation, a Delaware corporation, P. O. Box 3758, Tulsa, Oklahoma 74102 (herein called "Assignor"), for and in consideration of the sum of One Dollar to Assignor in hand paid by The Southland Corporation, a Texas corporation, P. O. Box 719, Dallas, Texas 75221 (herein called "Assignee"), the receipt whereof Assignor does hereby acknowledge, and as a dividend from Assignor to its parent company and sole shareholder, Assignee, has granted, assigned and conveyed, and by these presents does hereby grant, assign and convey unto the said Assignee, its successors and assigns, the following:

- (1) The lease and all amendments, if any, described in Exhibit A hereto (herein called the "Lease"),
 - (2) The right, title and interest of Assignor in and to all buildings, structures, fixtures and improvements located on the leasehold estate created by the Lease,
- (numbered items (1) and (2) are herein called the "Property"), and

- (3) To the extent assignable, all right, title and interest, if any, of Assignor in and to (a) all easements, rights-of-way, rights and benefits appurtenant to the Property and, if an Exhibit B is attached to this Assignment, including (without limitation) the interests described in such Exhibit (such interests described in such Exhibit being herein called the "Appurtenant Interests"), (b) all permits, licenses, contracts, agreements, leases, authorizations, servitudes and other arrangements and interests therein relating to the Property, (c) all streets, easements, rights-of-way, strips, gores and land adjacent or contiguous to the Property, and (d) all tangible personal property, including (without limitation) trade fixtures, signs,

Return recorded original to:
The Southland Corporation
Attn: Real Estate Services
P. O. Box 719
Dallas, Texas 75221

STATE OF INDIANA/S.S. HO.
LAKE COUNTY
FILED FOR RECORD
DEC 26 9 35 AM '84
WILLIAM BIELSKI JR
RECORDER

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and all equipment, machinery and appurtenances attached to or located on the Property at the date hereof.

(numbered item (3) is herein called the "Additional Interests")

The Property and the Additional Interests, if any, are assigned subject to (a) current taxes and assessments not yet delinquent and taxes and assessments for subsequent years, (b) all ordinances or statutes relating to the Property or the Additional Interests, if any, (c) any condition that an accurate survey or an inspection of the premises might show, (d) any easements, rights-of-way, covenants, restrictions, conditions, mineral interests, reservations and encumbrances, if any, of record in the above county and state, or in the case of security interests to be perfected by filing in the Uniform Commercial Code records of the above state, in the place of filing mandated by the Uniform Commercial Code of such state, and (e) rights of parties in possession, all to the extent the same are valid, enforceable and affect the Property or the Additional Interests, if any.

Assignee, for itself, its successors and assigns, accepts and assumes all terms, conditions, liabilities, obligations and duties of Assignor arising from and after the date hereof relating to the Property and the Additional Interests, if any, to the extent the same are assigned or conveyed herein.

With respect to any personal property or interests in personal property conveyed hereby, Assignor EXPRESSLY DISCLAIMS AND NEGATES (a) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

TO HAVE AND TO HOLD the Property and the Additional Interests, if any, to Assignee, its successors and assigns, forever.

Subject only to the matters expressly set forth above, Assignor hereby binds itself and its successors to warrant and defend all and singular the Lease to Assignee, its successors and assigns forever, from and against every person whomsoever lawfully claiming or to claim the same or any part thereof, and with full subrogation and substitution in and to all the rights and actions of warranty which

Assignor has or may have against all preceding owners and vendors.

Subject only to the matters expressly set forth above, Assignor represents and warrants to Assignee, its successors and assigns, (a) the Lease constitutes the entire agreement by and between the lessor and lessee relating to the Lease and the Property; (b) the Lease is in full force and effect; (c) there is no default by the lessor or Assignor, as lessee, under the Lease; and (d) that Assignor has good right and authority to make this assignment.

Reference is made to the exhibit(s) which is (are) attached hereto and made a part hereof for all purposes.

In witness whereof, the duly authorized officers of Assignor and Assignee have executed, sealed and delivered this instrument on this 31st day of October, 1984.

WITNESS:

Elizabeth Bright
Name ELIZABETH BRIGHT
Mary G. Schanz
Name Mary G. Schanz

CITGO PETROLEUM CORPORATION

Eugene Pender
BY EUGENE PENDER
Vice President

ASSIGNOR

ATTEST:

Richard Hayslett
RICHARD HAYSLETT
Assistant Secretary

Witness:

Elizabeth Bright
Name ELIZABETH BRIGHT
Mary G. Schanz
Name Mary G. Schanz

THE SOUTHLAND CORPORATION

By Frank J. Gangi
FRANK J. GANGI
Vice President

ASSIGNEE

ATTEST:

Lon R. Williams, Jr.
LON. R. WILLIAMS, JR.
Assistant Secretary

Prepared By:
Bryan F. Smith, Jr.
P. O. Box 719
Dallas, Texas 75221

(Indiana)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for said county, personally appeared Eugene Bender, Vice President and Richard Hayslett, Assistant Secretary of the CITGO PETROLEUM CORPORATION, which executed the foregoing instrument, who acknowledged the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such Vice President, and Assistant Secretary, on behalf of said corporation and by authority of this Board of Directors; that said instrument is the free act and deed individually and as such Vice President, and Assistant Secretary, and the free and corporate act and deed of said CITGO PETROLEUM CORPORATION.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal this the 31st day of October, 1984.

Jana W. McGinn
(Notary Public in and for
Dallas County, Texas)

Jana W. McGinn
(Typed or Printed Name)

My term of office expires on:
10-14-88

(Indiana)

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, a Notary Public in and for said county, personally appeared F. J. Gangi, Vice President and Lon B. Williams, Jr., Assistant Secretary of the THE SOUTHLAND CORPORATION, which executed the foregoing instrument, who acknowledged the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such Vice President, and Assistant Secretary, on behalf of said corporation and by authority of this Board of Directors; that said instrument is the free act and deed individually and as such Vice President, and Assistant Secretary, and the free and corporate act and deed of said THE SOUTHLAND CORPORATION.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal this the 31st day of October, 1984.

Jana W. McCann
Notary Public in and for
Dallas County, Texas

Jana W. McCann
(Typed or Printed Name)

My term of office expires on:
10-14-88

13-089-025
30168

720 W. 145th St.

N.W. Corner of 145th St.
and Forsythe Ave.
(Indianapolis Blvd.)
East Chicago
Lake County, Indiana

EXHIBIT "A"

Lease dated October 30, 1975, between Leah Ann Altman, Max M. Friedman & Bernard M. Epstein, as Trustee under the provisions of a trust dated October 26, 1932, as Landlord, and Cities Service Oil Company, as Tenant, as recorded by Memorandum as Document 351055 in the records of Lake County, Indiana, covering the following described land and premises in said county:

Lots Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27) and Twenty-Eight (28), in Block Twelve (12) in a Subdivision of the West One Thousand Three Hundred Seventeen and Five Tenths feet of the Northeast Quarter of Section Twenty-Nine (29), Township Thirty-Seven (37), North, Range Nine (9), West of the Second Principal Meridian, as shown by the recorded plat of said Subdivision in the Recorder's Office of Lake County, Indiana, as the same appears of record in Plat Book #2, Page Fifteen.

G+G-RCL/100

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13 - Indiana - Assign - RET
County Lake
Cities No. 13-089-025

715158

LAWYERS TITLE INS. CORP.
7895 BROADWAY
MERRILLVILLE, IND 46410
*30168

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that Cities Service Company, a Delaware corporation (successor to Cities Service Oil Company, a Delaware corporation, by virtue of a Certificate of Ownership and Merger filed in the office of the Secretary of State of the State of Delaware on December 20, 1978, effective December 29, 1978), P. O. Box 300, Tulsa, Oklahoma 74102 (herein called "Assignor"), for and in consideration of the sum of One Dollar to Assignor, in hand paid by CITGO Petroleum Corporation, a Delaware corporation (formerly Cities Service RMT Corporation), P. O. Box 3758, Tulsa, Oklahoma 74102 (herein called "Assignee"), the receipt whereof Assignor does hereby acknowledge, and as a contribution to the capital of Assignee, a wholly-owned subsidiary of Assignor, has granted, assigned and conveyed, and by these presents does hereby grant, assign and convey unto the said Assignee, its successors and assigns, the following:

- (1) The lease and all amendments, if any, described in Exhibit A hereto (herein called the "Lease"),
- (2) The right, title and interest of Assignor in and to all buildings, structures, fixtures and improvements located on the leasehold estate created by the Lease,

(numbered items (1) and (2) are herein called the "Property"), and
- (3) To the extent assignable, all right, title and interest, if any, of Assignor in and to (a) all easements, rights-of-way, rights and benefits appurtenant to the Property and, if

STATE OF INDIANA
COUNTY OF LAKE
FILED
JUL 7 9 12 AM 1983
WILLIAM BIELSKY
RECORDER

Return recorded original to:
CITGO Petroleum Corporation
P.O. Box 3758
Tulsa, Oklahoma 74102
Attn: Marcus E. Smith, Jr.

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an Exhibit B is attached to this Assignment, including (without limitation) the interests described in such Exhibit (such interests described in such Exhibit being herein called the "Appurtenant Interests"), (b) all permits, licenses, contracts, agreements, leases, authorizations, servitudes and other arrangements and interests therein relating to the Property, (c) all streets, easements, rights-of-way, strips, gores and land adjacent or contiguous to the Property, and (d) all tangible personal property, including (without limitation) trade fixtures, signs, and all equipment, machinery and appurtenances attached to or located on the Property at the Effective Time.

(numbered item (3) is herein called the "Additional Interests")

The Property and the Additional Interests, if any, are assigned subject to (a) current taxes and assessments not yet delinquent and taxes and assessments for subsequent years, (b) all ordinances or statutes relating to the Property or the Additional Interests, if any, (c) any condition that an accurate survey or an inspection of the premises might show, (d) any easements, rights-of-way, covenants, restrictions, conditions, mineral interests, reservations and encumbrances, if any, of record in the above county and state, or in the case of security interests to be perfected by filing in the Uniform Commercial Code records of the above state, in the place of filing mandated by the Uniform Commercial Code of such state, and (e) rights of parties in possession, all to the extent the same are valid, enforceable and affect the Property or the Additional Interests, if any.

Assignee, for itself, its successors and assigns, accepts and assumes all terms, conditions, liabilities, obligations and duties of Assignor arising from and after the Effective Time relating to the Property and the Additional Interests, if any, to the extent the same are assigned or conveyed herein.

With respect to any personal property or interests in personal property conveyed hereby, Assignor EXPRESSLY DISCLAIMS AND NEGATES (a) ANY IMPLIED OR EXPRESS WARRANTY OF

MERCHANTABILITY, (b) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND (c) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS.

TO HAVE AND TO HOLD the Property and the Additional Interests, if any, to Assignee, its successors and assigns, forever.

Subject only to the matters expressly set forth above, Assignor hereby binds itself and its successors to warrant and defend all and singular the Lease to Assignee, its successors and assigns forever, from and against every person whomsoever lawfully claiming or to claim the same or any part thereof, and with full subrogation and substitution in and to all the rights and actions of warranty which Assignor has or may have against all preceding owners and vendors.

Subject only to the matters expressly set forth above, Assignor represents and warrants to Assignee, its successors and assigns, (a) the Lease constitutes the entire agreement by and between the lessor and lessee relating to the Lease and the Property; (b) the Lease is in full force and effect; (c) there is no default by the lessor or Assignor, as lessee, under the Lease; and (d) that Assignor has good right and authority to make this assignment.

Reference is made to the exhibit(s) which is (are) attached hereto and made a part hereof for all purposes.

In witness whereof, the duly authorized officers of Assignor and Assignee have executed, sealed and delivered

this instrument on this 25th day of June, 1983, effective as of March 18, 1983 at 7:00 p.m., CST (herein called the Effective Time).

WITNESS:

CITIES SERVICE COMPANY

Alberto R. Conzales
Name: Alberto R. Conzales

By *Robert D. Dillsaver*
Robert D. Dillsaver
Senior Vice President

Richard D. Cunningham
Name: RICHARD D. CUNNINGHAM

ASSIGNOR

ATTEST:

Lewis J. Haines
Lewis J. Haines
Assistant Secretary

Witness:

CITGO PETROLEUM CORPORATION

Ben H. Powell III
Name: BEN H. POWELL III

By *John H. Dewell*
John H. Dewell
Vice President

Mark Lansell
Name: Mark Lansell

ASSIGNEE

ATTEST:

Linda Frick
Linda Frick, Secretary

Attachments:

- Exhibit A: Description of the Lease
- Exhibit B: Description of Certain Appurtenant Interests, if any

Prepared By:
Marcus E. Smith, Jr.
P. O. Box 3758
Tulsa, Oklahoma 74102

(Indiana)

STATE OF OKLAHOMA §
 §
COUNTY OF TULSA §

BEFORE ME, a Notary Public in and for said county, personally appeared JOHN H. DEWELL, Vice President and LINDA FRICK, Secretary of the CITGO PETROLEUM CORPORATION, which executed the foregoing instrument, who acknowledged the seal affixed to said instrument is the corporate seal of said corporation; that they did sign and seal said instrument as such Vice President, and Secretary, on behalf of said corporation and by authority of this Board of Directors; that said instrument is the free act and deed individually and as such Vice President, and Secretary, and the free and corporate act and deed of said CITGO PETROLEUM CORPORATION.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal this the 25th day of June, 1983.

Carolyn A. Rums

Notary Public in and for
Tulsa County, Oklahoma

My term of office expires on:
9-10-84

13-009-025
30168

720 W. 145th St.

N.W. Corner of 145th St.
and Forsythe Ave.
(Indianapolis Blvd.)
East Chicago
Lake County, Indiana

EXHIBIT "A"

Lease dated October 30, 1975, between Leah Ann Altman, Max M. Friedman & Bernard M. Epstein, as Trustee under the provisions of a trust dated October 26, 1932, as Landlord, and Cities Service Oil Company, as Tenant, as recorded by Memorandum as Document 351055 in the records of Lake County, Indiana, covering the following described land and premises in said county:

Lots Twenty-Five (25), Twenty-Six (26), Twenty-Seven (27) and Twenty-Eight (28), in Block Twelve (12) in a Subdivision of the West One Thousand Three Hundred Seventeen and Five Tenths feet of the Northeast Quarter of Section Twenty-Nine (29), Township Thirty-Seven (37), North, Range Nine (9), West of the Second Principal Meridian, as shown by the recorded plat of said Subdivision in the Recorder's Office of Lake County, Indiana, as the same appears of record in Plat Book #2, Page Fifteen.

G+G-RCL/MT

CITIES SERVICE COMPANY

ARTICLE IV

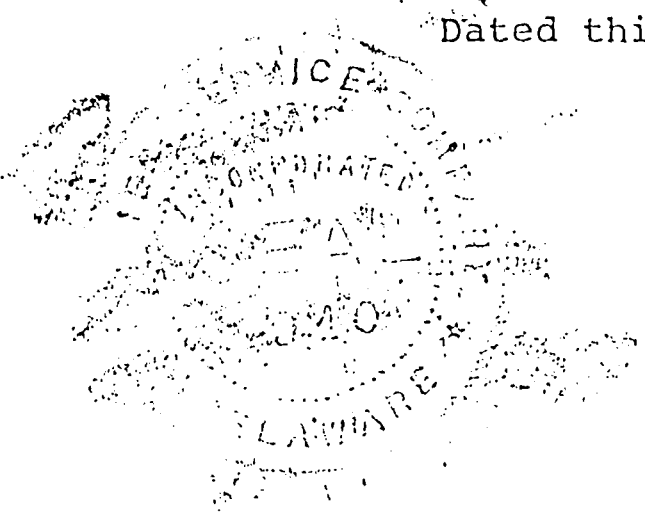
Corporate Officers

5. GENERAL POWERS. Except as otherwise provided by law, the Chairman of the Board, the President, each Executive Vice President, Senior Vice President, corporate Vice President, the Secretary and the Treasurer shall have power to sign contracts, instruments of conveyance, authorized bonds and debentures, checks, drafts, notes, orders for the payment of money and similar obligations and other instruments for and on behalf of the Corporation.

CERTIFICATION

I, LEWIS J. HAINES, Assistant Secretary of CITIES SERVICE COMPANY, a Delaware corporation, do hereby certify that the above and foregoing is a true and correct copy of Paragraph 5 of Article IV of the By-Laws of said corporation. I further certify that Robert D. Dillsaver was on the 25th day of June, 1983 and is now and has been continuously since such date, a duly elected and acting Senior Vice President of said corporation.

Dated this 25th day of June, 1983.


Lewis J. Haines

LEWIS J. HAINES
Assistant Secretary