

UNITED STATES BANKRUPTCY COURT WESTERN DISTRICT OF MISSOURI		<b>PROOF OF CLAIM</b>	 <b>YOUR CLAIM IS SCHEDULED AS:</b> Schedule/Claim ID    s583  Amount/Classification \$8,332.00 Unsecured Unliquidated
<b>Name of Debtor:</b> Gas-Mart USA, Inc.	<b>Case Number:</b> 15-41915-ABF	The amounts reflected above constitute your claim as scheduled by the Debtor or pursuant to a filed claim. If you agree with the amounts set forth herein, and have no other claim against the Debtor, you do not need to file this proof of claim EXCEPT as stated below.  If the amounts shown above are listed as Contingent, Unliquidated or Disputed, a proof of claim must be filed.  If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.  <b>THIS SPACE IS FOR COURT USE ONLY</b>  <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.           </div> <div> <input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.   <b>Court Claim Number (if known):</b> _____   <b>Filed on:</b> _____           </div> </div>	
<b>NOTE:</b> Do not use this form to make a claim for an administrative expense that arises after the bankruptcy filing. You may file a request for payment of an administrative expense according to 11 U.S.C. § 503.			
<b>Name of Creditor</b> (the person or other entity to whom the debtor owes money or property):			
<b>Name and address where notices should be sent:</b> <div style="display: flex; align-items: center;"> <div>           37460320000584            LAURA VANGEMERT            43W873 HAWKEYE DR            ELBURN, IL 60119-9595         </div> </div>		<div style="font-size: 2em; opacity: 0.5;">RECEIVED</div> <div style="font-size: 1.5em; opacity: 0.5;">DEC 24 2015</div> <div style="font-size: 1.2em; opacity: 0.5;">BMC GROUP</div>	
<b>Creditor Telephone Number</b> (630) 675-7369 <b>email:</b>			
<b>Name and address where payment should be sent (if different from above):</b>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.	
<b>Payment Telephone Number</b> (    ) <b>email:</b>			
<b>1. AMOUNT OF CLAIM AS OF DATE CASE FILED</b> \$ <u>54,471.29</u>			
If all or part of your claim is secured, complete item 4. If all or part of your claim is entitled to priority, complete item 5. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.			
<b>2. BASIS FOR CLAIM:</b> (See instruction #2) <u>Failure to pay lease payments.</u>			
<b>3. LAST FOUR DIGITS OF ANY NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:</b> <u>0003</u>		<b>3a. Debtor may have scheduled account as:</b> (See instruction #3a)	
<b>3b. Uniform Claim Identifier (optional):</b> (See instruction #3b)		<b>4. SECURED CLAIM:</b> (See instruction #4) Check the appropriate box if your claim is secured by a lien on property or a right of set off, attach required redacted documents, and provide the requested information.  <b>Nature of property or right of setoff:</b> Describe: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____  <b>Value of Property:</b> \$ _____  <b>Annual Interest Rate:</b> _____ % <input type="checkbox"/> Fixed    or <input type="checkbox"/> Variable (when case was filed)	
<b>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a).</b> If any part of the claim falls into one of the following categories, check the box specifying the priority and state the amount.  <b>Amount entitled to priority:</b> \$ _____  <div style="display: flex; justify-content: space-between;"> <div> <b>You MUST specify the priority of the claim:</b>  <input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).  <input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).  <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).           </div> <div> <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).  <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).  <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a) (    ).           </div> </div>			
* Amounts are subject to adjustment on 4/1/16 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			
<b>6. CREDITS:</b> The amount of all payments on this claim has been credited for the purpose of making this proof of claim. (See instruction #6)			

Gas-Mart USA, Inc. POC



00223

**DOCUMENTS:** Attached are redacted copies of documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements, or, in the case of a claim based on an open-end or revolving consumer credit agreement, a statement providing the information required by FRBP 3001(c)(3)(A). If the claim is secured, box 4 has been completed, and redacted copies of documents providing evidence of perfection of a security interest are attached. If the claim is secured by the debtor's principal residence, the Mortgage Proof of Claim Attachment is being filed with this claim. (See instruction #7, and definition of "redacted").

**DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.**

If the documents are not available, please explain:

**DATE-STAMPED COPY:** To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES AND EMAILS NOT ACCEPTED) so that it is actually received on or before 5:00 pm, Prevailing Central Time on December 29, 2015 for all Governmental Units and Non-Governmental Claimants.

**BY MAIL TO:**  
BMC Group, Inc  
Attn: Gas-Mart, USA Inc. Claims Processing  
PO Box 90100  
Los Angeles, CA 90009

**BY MESSENGER OR OVERNIGHT DELIVERY TO:**  
BMC Group, Inc  
Attn: Gas-Mart, USA Inc. Claims Processing  
300 N. Continental Blvd, Suite 570  
El Segundo, CA 90245-5072

**8. SIGNATURE:** (See instruction #8)

Check the appropriate box.

☒ I am the creditor. ☐ I am the creditor's authorized agent. ☐ I am the trustee, or the debtor, or their authorized agent. ☐ I am a guarantor, surety, indorser, or other codebtor.  
(See Bankruptcy Rule 3004.) (See Bankruptcy Rule 3005.)

I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.

Print Name: James A. Young  
Title: \_\_\_\_\_  
Company: Dizon & Young, LLP  
Address and telephone number (if different from notice address above):  
65 Market St  
El Segundo, CA 90223

James A. Young 12-21-15  
(Signature) (Date)

Telephone number: 847 608-6440 email: jyoung@jamesyounglaw.com

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

**LIST OF DEBTORS:**

Debtor Name	Case Number
Gas-Mart USA, Inc.	15-41915-ABF
Aving-Rice, LLC	15-41917-ABF
Fran Transport & Oil Co.	15-41918-ABF
G&G Enterprises, LLC	15-41919-ABF

**SUBURBAN BANK AND TRUST #1125**

**BENEFICIARY: LAURA VANGEMERT**

**GASMART/FUELMART STATEMENT**

Gasmart/Fuelmart  
2100 E. Army Trail Road  
Addison, IL 60101

**1. Default**

**a. Pre-Petition Lease Default**

Number of Months: 1 Plus 2013 & 2014 Real Estate Taxes

Amount: \$54,471.29

Description: Taxes Breakdown – 2013 Taxes Amount Owed - \$14,753.14; 2014  
Taxes Amount Owed - \$31,393.15

Prepared by:  
James A. Young  
Attorney for Laura VanGermert  
85 Market Street  
Elgin, IL 60123

Dated: 12/10/15

MAKE CHECK PAYABLE TO: DU PAGE COUNTY COLLECTOR - **SEND THIS COUPON** WITH YOUR 1<sup>ST</sup> INSTALLMENT PAYMENT OF **2014 TAX**

MAIL PAYMENT TO: P.O. BOX 4203, CAROL STREAM, IL 60197-4203

PAY ON-LINE AT: [treasurer.dupageco.org](http://treasurer.dupageco.org)

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

02-25-102-007  
GASMA RT USA INC  
10777 BARKLEY NO 200  
OVERLAND PARK KS 66211

1

ON OR BEFORE:	PAY:
JUNE 1, 2015	\$14,690.15
PAYING LATE?	PAY THIS AMOUNT:
JUN 2 THRU 30	14,910.50
JUL 1 THRU 31	15,130.85
AUG 1 THRU 31	15,351.21
SEP 1 THRU 30	15,571.56
OCT 1 THRU 31	15,791.91
NOV 1 THRU 18	16,012.26

U.S. POSTMARK IS USED TO DETERMINE LATE PENALTY.

PAYMENT OF THIS 2014 TAX BILL AFTER OCTOBER 30, 2015, REQUIRES A CASHIER'S CHECK, CASH OR MONEY ORDER.

☐ MARK IF CHANGE OF NAME/ADDRESS

**NO PAYMENT WILL BE ACCEPTED AFTER NOV. 18, 2015**

1022510200752056000146901501

MAKE CHECK PAYABLE TO: DU PAGE COUNTY COLLECTOR - **SEND THIS COUPON** WITH YOUR 2<sup>ND</sup> INSTALLMENT PAYMENT OF **2014 TAX**

MAIL PAYMENT TO: P.O. BOX 4203, CAROL STREAM, IL 60197-4203

PAY ON-LINE AT: [treasurer.dupageco.org](http://treasurer.dupageco.org)

SEE REVERSE SIDE FOR ADDITIONAL INFORMATION

02-25-102-007  
GASMA RT USA INC  
10777 BARKLEY NO 200  
OVERLAND PARK KS 66211

COUNTY 2

ON OR BEFORE:	PAY:
SEPT 1, 2015	\$14,690.15
PAYING LATE?	PAY THIS AMOUNT:
SEP 2 THRU 30	14,910.50
OCT 1 THRU 31	15,130.85
NOV 1 THRU 18	15,361.21 *

U.S. POSTMARK IS USED TO DETERMINE LATE PENALTY.

PAYMENT OF THIS 2014 TAX BILL AFTER OCTOBER 30, 2015, REQUIRES A CASHIER'S CHECK, CASH OR MONEY ORDER.

☐ MARK IF CHANGE OF NAME/ADDRESS

**NO PAYMENT WILL BE ACCEPTED AFTER NOV. 18, 2015**

2022510200752056000146901502

Rate 2013	Tax 2013	Taxing District	Rate 2014	Tax 2014
<b>** COUNTY **</b>				
.1226	288.64	COUNTY OF DU PAGE	.1237	281.60
.0265	62.39	PENSION FUND	.0267	60.78
.0396	93.23	COUNTY HEALTH DEPT	.0411	93.56
.0153	36.02	PENSION FUND	.0142	32.32
.1533	360.92	FOREST PRESERVE DIST	.1568	356.95
.0124	29.19	PENSION FUND	.0123	28.00
.0178	41.90	DU PAGE AIRPORT AUTH	.0196	44.61
<b>** LOCAL **</b>				
NO LEVY		DU PAGE WATER COMM	NO LEVY	
.1060	249.56	BLOOMINGDALE TWP	.1069	243.35
.1147	270.04	BLOOMINGDL TWP ROAD	.1205	274.31
.5150	1,212.51	VLG OF ADDISON	.5228	1,190.15
.2374	558.93	PENSION FUND	.2881	655.85
.4361	1,026.75	VLG ADDISON LIBR	.4568	1,039.90
.0416	97.94	PENSION FUND	.0420	95.61
.4220	993.55	ADDISON PARK DIST	.4189	953.62
.0439	103.35	PENSION FUND	.0611	139.09
.9096	2,141.56	ADDISON FIRE DIST	.9407	2,141.50
.1487	350.09	PENSION FUND	.1814	412.95
<b>** EDUCATION **</b>				
6.1048	14,373.14	GRADE SCHOOL DIST 15	6.2029	14,120.90
.2835	667.47	PENSION FUND	.2895	659.04
2.4286	5,717.89	HIGH SCHOOL DIST 87	2.5201	5,737.00
.0591	139.14	PENSION FUND	.0623	141.82
.2956	696.09	COLLEGE DU PAGE 502	.2975	677.39
12.5341	29,510.30	<b>TOTAL</b>	12.9059	29,380.30

Mail To:
GASMA RT USA INC 10777 BARKLEY NO 200 OVERLAND PARK KS 66211
Property Location:
2100 W ARMY TRAIL RD ADDISON, 60101
Township:
BLOOMINGDALE 630-529-6927
Tax Code:
2056
Property Index Number:
<b>02-25-102-007</b>
Back Taxes: YES
CALL COUNTY CLERK 630-407-5500

TIF Frozen Value	
Fair Cash Value	
Land Value	64,320
+ Building Value	163,330
= Assessed Value	227,650*
x State Multiplier	1.0000
= Equalized Value	227,650
- Residential Exemption	
- Senior Exemption	
- Senior Freeze	
- Disabled Veteran	
- Disability Exemption	
- Returning Veteran Exemption	
- Home Improvement Exemption	
- Housing Abatement	
= Net Taxable Value	227,650
x Tax Rate	12.9059
= Total Tax Due	29,380.30

\* S OF A FACTOR 0.96690

CHANGE OF NAME/ADDRESS:  
COUNTY CLERK 630-407-5540

\$14,690.15 DUE ON JUNE 1, 2015  
\$14,690.15 DUE ON SEPT 1, 2015



2014 DuPage County Real Estate Tax Bill  
Gwen Henry, CPA, County Collector  
421 N. County Farm Road  
Wheaton, IL 60187

Office Hours - 8:00 am-4:30 pm, Mon-Fri  
Telephone - (630) 407-5900

Property Index Number  -  -  -

Name

Mailing Address

City

State

Zip

-  -

Area Code and Phone Number

*I certify that I am the owner and authorize the above name and/or address change.*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**CHANGE OF NAME AND/OR MAILING ADDRESS – CHECK BOX ON FRONT OF COUPON**

Property Index Number  -  -  -

Name

Mailing Address

City

State

Zip

-  -

Area Code and Phone Number

*I certify that I am the owner and authorize the above name and/or address change.*

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_

**HELPFUL INFORMATION**

***This is the only bill you will receive.*** This bill includes a separate payment coupon for each installment.

Failure to receive a bill does not relieve the taxpayer of penalty if payment is late.

***Funds must be in U.S. dollars.*** All checks are electronically deposited upon receipt, regardless of date on check.

***Incorrect, incomplete or insufficient transactions will be returned.***

***Payments returned to us*** by your bank as unpaid for any reason will be subject to a \$25.00 return item fee in addition to late penalties of 1.5% per month.

***Personal checks*** received after 10/30/15 will be returned.

***No payment will be accepted*** after 11/18/15, regardless of postmark.

**CONVENIENT WAYS TO PAY**

**At participating banks:** Thru 09/30/15

**By Mail:** Thru 09/30/15, DuPage County Collector,  
Box 4203, Carol Stream, IL 60197

**By Mail:** After 10/01/15, DuPage County Collector,  
421 N. County Farm, Wheaton, IL 60187

**Online:** Thru 10/27/15, using epay thru bank, Visa, MasterCard, Discover

**Drop Box:** Thru 10/30/15, south parking lot, 421 N. County Farm, Wheaton

**In Person:** Thru 11/18/15, Treasurer's Office, 421 N. County Farm, Wheaton

A 2.10% convenience fee is added by the service provider for Credit Cards  
A \$3.00 convenience fee is added by the service provider for Debit Cards

**IMPORTANT DATES**

06/01/15 1<sup>ST</sup> INSTALLMENT DUE DATE

09/01/15 2<sup>ND</sup> INSTALLMENT DUE DATE

10/13/15 PAYMENT DEADLINE TO AVOID PUBLICATION

10/27/15 LAST DAY TO PAY ONLINE

11/01/15 \$10 COST ADDED TO TAX AMOUNT DUE FOR  
PUBLICATION IN LOCAL NEWSPAPERS

11/02/15 CERTIFIED DELINQUENT BILLS MAILED

11/02/15 CERTIFIED FUNDS REQUIRED FOR PAYMENT

11/18/15 PAYMENT MUST BE RECEIVED BY 4:30 P.M. TO AVOID  
PROPERTY TAX BEING OFFERED AT TAX SALE

11/19/15 TAX SALE BEGINS

**SENIOR CITIZEN PROGRAMS – 65 and older**

**SENIOR ASSESSMENT FREEZE and SENIOR EXEMPTION**  
Contact Supervisor of Assessments 630-407-5858

**SENIOR CITIZEN TAX DEFERRAL**  
Contact County Treasurer 630-407-5900

**\*EQUALIZATION FACTORS**

Equalization factors imposed by the State and by DuPage County are used to insure that assessment levels in all nine townships are at the statutory level of assessment of 33.33% of fair cash value. The Illinois Department of Revenue equalization factor (state multiplier) is shown on the front of the bill. The DuPage County Supervisor of Assessments (S of A) equalization factor is also shown on the front of this tax bill\*.

**AFTER SEPTEMBER 30, 2015:** Mail payments to the DuPage County Collector, 421 N. County Farm Rd., Wheaton, IL 60187.

**AVOID DUPLICATE PAYMENT:** If you have a tax escrow with a mortgage company, contact them before making a tax payment.

**FOR ADDITIONAL INFORMATION:** See the information guide, visit treasurer.dupageco.org or call 630-407-5900.

# GAS MART USA

## LEASE AGREEMENT

THIS LEASE AGREEMENT, dated this 26th day of April, 1991, made and entered into between AUSTIN BANK OF CHICAGO, TRUST 4240, and ANDREW J. MOCKUS and WALTER M. MOCKUS, whose address is c/o Walter M. Mockus, 730 Sherwood Drive, Addison, Illinois 60101, hereinafter referred to as "Lessor" (whether one or more), and PHILLIPS 66 COMPANY, a Delaware corporation with offices at 101 North Robinson, Oklahoma City, Oklahoma 73102 hereinafter referred to as "Lessee".

WITNESSETH:

1. Lessor hereby demises, leases and lets unto Lessee the following described premises in Lake County, State of Illinois, to wit:

See Attached  
SEE ATTACHED EXHIBIT "A"

said premises being situated on the Southeast corner of Army Trail and Swift in the City of Addison, together with the building and equipment, if any, located thereon and owned by Lessor, for a term of Ten (10) years from and after the date the proposed service station to be constructed by Lessee is completed and open for business. This date shall be evidenced by written memorandum signed by the parties. The leased premises are to be utilized as a gasoline and oil service station, convenience store and tunnel car wash for the business of storing, selling and distributing gasoline, oil, ~~petrochemicals, accessories and any other goods, wares and merchandise and at~~ the Lessee's option may be used for the conduct of any other lawful business thereon other than the sale of hot dogs and hamburgers.

2. Lessee agrees to pay Lessor, with rental check payable to \_\_\_\_\_ at \_\_\_\_\_ (if this line is not filled in, rentals will be paid to Lessor at the address shown above until notified in writing by Lessor to pay differently), the sum of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) per month payable monthly in advance.

The rental shall be adjusted as of the end of each five (5) year period, at which time the adjusted rental shall be determined by multiplying ~~the monthly rental of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00)~~ by a fraction, the numerator of which is the Consumer Price Index (CPI) determined and published by the Bureau of Labor Statistics of the United States Department of Labor (1967 equals 100) or its successor index, for the last full calendar month of the preceding five (5) year period, and the denominator of which shall be the CPI for the month of May, 1991. It is understood by the parties that some delay may occur prior to the publication of the appropriate CPI figure and therefore, ~~the monthly rental will remain~~ the same as the preceding monthly rental until such time as the appropriate CPI figure is published. In no event shall the adjusted monthly rental for any five (5) year period exceed the monthly rental for the preceding five (5) year period by more than thirty-five percent (35%).

No change in ownership of the premises herein demised or any assignment of rentals shall be binding upon Lessee until after Lessee has been

P-044266

furnished with an acceptable written transfer or assignment or a true copy thereof. Upon failure of Lessee to pay rentals or any part thereof when due, Lessor may, after twenty (20) days notice in writing to Lessee of rental delinquency, if said rentals are not then paid, declare this lease forfeited, and may re-enter and take possession of said premises, and may recover rentals due in any appropriate action at law, or may recover the possession of said premises and damages for the detention thereof by any appropriate remedy at law or in equity; provided, however, that the foregoing right of termination by the Lessor because of nonpayment of rentals shall not be effective where the nonpayment arises out of the application of rentals to an indebtedness allegedly owed by Lessor to Lessee, until said rent remains unpaid for a period of twenty (20) days after final determination, by agreement or litigation, that the application of the rentals was improper. Any action by Lessor to take legal action for rent past due or for possession shall not release the Lessee of any of its obligations under the lease.

3. Lessee shall have the right, at its option, to construct such buildings and/or other structures and make such improvements on the leased premises as it may desire and to alter, repair or reconstruct the same, provided, however, that at the expiration of this lease the buildings and other improvements permanently affixed to the realty except signs shall become the sole property of Lessor. The Lessor shall have the option of whether these improvements on the property shall be allowed to remain, or shall be removed by Lessee at its own cost and expense (except as to such items which are not permanently attached). Lessee shall have the right to install such pumps, underground tanks and other equipment as it may deem necessary in the conduct of business on the leased premises, all of which shall be and remain the property of the Lessee, with the right, at its option, at any time before the expiration or termination of this lease to remove the same according to then current EPA standards and the property restored to grade with crushed gravel or stone. If such underground tanks and pumps are not removed by Lessee, Lessor shall have the right to remove same at Lessee's cost and expense after 30 days notice. Any improvements made by Lessee shall be at its own cost and expense and no lien shall attach to the land as a result of such improvements.

4. Lessee shall pay all taxes and assessments, general and special, on the leased premises. Lessee shall pay all taxes and assessments, general and special, on the improvements affixed to the leased premises and personal property belonging to Lessee. Upon Lessor's written request, Lessee shall furnish Lessor annually official tax receipts showing payment thereof before delinquency, provided there is one ad valorem tax bill covering the entire demised premises.

5. Lessor hereby fully warrants the title to the leased premises and property and the property covered by easements, if any, and will defend the same against all claims of all persons, and agrees that Lessee shall have the right at any time to redeem for Lessor by Payment of mortgage debt, taxes (if demised premises are not a separate tax parcel), and any other items that should have been paid by Lessor, or other liens thereon in the event of default by Lessor and be subrogated to the rights of the holder thereof and may deduct any such payments from subsequent rentals in addition to all other rights and remedies afforded by law, and in event of failure of title or loss of possession by Lessee, Lessee may cancel this lease.

6. If the use of said premises as listed in paragraph one (1) shall be prohibited or enjoined by lawful authority as a result of Lessor's actions or non-actions, or if all of said premises is taken in condemnation, or if a sufficient part of said premises is taken in condemnation so as to interfere with its use for service station purposes, Lessee may, at its option, by giving to Lessor thirty (30) days notice of its intention to do so, terminate this lease upon payment of all rentals due to the expiration of said thirty (30) day period. If Lessee becomes unable to use the leased premises and property for the above described purposes because of reasons covered in this paragraph, Lessee may utilize the same for any other lawful purposes, but not in competition with any business then being operated on Lessor's adjacent property. Parties shall be free to pursue their respective claims for compensation, but shall not share in the award to either.

7. ~~Lessee covenants and agrees that it will not permit any nuisance to be created, maintained or carried on upon said premises.~~

8. ~~In lieu of offsetting or applying a claim of Lessee against Lessor~~ under paragraphs 2 and 5 above to rentals due Lessor, or in addition thereto if remaining rentals are insufficient to satisfy such claim with interest, Lessee may at its option, if such claims are not paid by Lessor, elect to extend the primary term of this lease, or the extended term, depending on when such claim arises, for so many full months as the amount of the claim or claims together with interest at the Prime plus 2% as quoted by Continental Illinois Bank, from date payment was made by Lessee.

9. ~~During the primary and extended terms Lessee shall have the~~ privilege of canceling this lease on any anniversary of its commencement, provided one hundred eighty (180) days written notice is given to Lessor. As full consideration for such cancellation, all improvements permanently affixed to the realty which have been placed thereon by Lessee, with the exception of the underground tanks and piping, shall become the property of the Lessor, at Lessor's option.

10. Lessee is given the option to extend this Lease upon the ~~expiration of the initial term for four (4) additional periods of five (5)~~ years each, for a total maximum renewable period of twenty (20) years, from and after the expiration of the initial term, upon the same terms, conditions and covenants as in this Lease. To exercise any of these options, the Lessee ~~shall give the Lessor notice in writing at least one hundred eighty (180) days~~ before the expiration of the primary term or the extended term, as the case may be. In the event this lease is extended hereunder, the monthly rental shall be calculated under the method outlined in paragraph two (2) and payable as hereinabove provided for the primary term. "Primary term" and "extended term" as used in this paragraph include any extension of either or both by virtue of Paragraph 8 above.

11. In case of loss or damage by fire or otherwise to any building or other improvement hereafter standing on said premises, Tenant shall within six months after such loss, injury or destruction, at Tenant's sole discretion, either commence operations to remove the damaged building and other improvements and restore the surface or commence to rebuild the same in such manner that the building on the premises after such repairing or rebuilding shall be the same and at least equal in value to the building which was



standing on said premises at the time of such loss, injury or destruction, and Tenant shall pay for such repairing or rebuilding. If Lessee shall abandon said premises for retail business purposes as the result of a casualty or business decision, then this lease shall expire and Lessee shall give up possession to Lessor. Whereupon, Lessee shall only be obligated to pay Lessor ~~the monthly rentals delineated in paragraph 2 for the remainder of the primary~~ term or any extended term or, at Lessee's election, 90% of the total of such remaining monthly payments if made as one-time lump-sum settlement.

12. If the Lessor or the Lessor's successors or assigns at any time during the term of this lease or any renewal or extension thereof received a bona fide offer to purchase the demised premises and property, and Lessor desires to sell said premises and property under the terms of said offer, Lessor agrees to give Lessee immediate notice in writing of such bona fide ~~offer setting forth the name and address of the proposed purchaser who has~~ made the offer, with a full disclosure of all terms and provisions thereof. Lessee shall have the first option to purchase the demised premises within ~~thirty days after said notice on the same terms of any such proposal.~~ In the event that Lessee does not elect to purchase the demised premises and property within that period, then Lessee shall have, upon the same conditions of notice, the continuing first option to purchase the said premises upon the terms of any subsequent bona fide offer or offers to purchase made to Lessor or a subsequent owner. Failure of Lessee to elect to purchase under this paragraph in any instance shall in no way limit or affect Lessee's rights under Paragraphs 8 or 10 above and any sale by Lessor, its successors or assigns to a third person shall in all respects be subject to this lease.

13. Subordination of Lease. At the option of Lessors, this Lease shall be superior or subordinate to the lien of any mortgagee upon the leased premises or any property of which the leased premises form a part; provided that such subordination is made upon the condition that, in the event of foreclosure or other action taken under the mortgage, this Lease and the rights of Phillips shall not be disturbed but shall continue in full force and effect so long as Phillips shall not be in default hereunder, and as such mortgagee shall permit insurance proceeds to be used for any restoration and ~~repair required by the provisions of this Lease.~~ The word "mortgage" as used herein includes a mortgage, deed of trust or other similar instrument and any modification, extension, renewal or replacement hereof.

~~14. Lessor shall have the right to assign this lease without consent~~ of Lessee, but will give Lessee sixty (60) days written notice of such assignment. Lessee shall have the right to assign or sublet the premises hereby leased, in whole or in part, at any time during the terms of this lease or any extension or renewal thereof with the consent of the Lessor, such consent which shall not unreasonably be withheld. Any such assignment by Lessee shall not relieve Lessee of primary liability under the terms of the ~~lease. Lessee further agrees to subordinate and attorn its interest to any~~ mortgage financing arranged by Lessor, but Lessee, its successors and assigns, agree that such subordination and attornment is conditioned upon any such mortgagee executing in recordable form, a non-disturbance clause in Lessee's favor.

15. Lessor recognizes that the Lessee is self-insured for public liability and workman's compensation. Upon written request by Lessor, Lessee shall furnish Lessor with appropriate documentation thereof.

16. This lease is a triple net lease to Lessor.

17. All notices required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified United States mail, postage prepaid with return receipt requested, addressed to Lessor at the address first above shown or to Lessee at 101 North Robinson, Oklahoma City, Oklahoma, Attention PTRE&C. Notice served by mail shall be deemed given on the date on which such notice is deposited in the United States Mail.

18. ~~This instrument incorporates all of the obligations of the parties hereunder and there are no oral agreements or understandings between the parties concerning the property covered by this lease agreement.~~

The covenants and provisions hereof shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

Executed the day and year first written above.

WITNESS:

AUSTIN BANK OF CHICAGO, TRUST 4240

By:

Title:

WALTER A. MOCKUS

FLORENCE G. MOCKUS

ANDREW J. MOCKUS, A Single Man

Lessors

PHILLIPS 66 COMPANY

By:

ATTORNEY IN FACT

approved as to form

## ASSIGNMENT AND ASSUMPTION OF LEASE AND INDEMNIFICATION AGREEMENT

Site No. 2706205

This Assignment and Assumption of Lease and Indemnification Agreement (the "Agreement") is made and entered by and between CONOCOPHILLIPS COMPANY, a Delaware corporation, formerly known as Phillips Petroleum Company, successor by merger to ~~Phillips 66 Company~~ ("Assignor"), located at 315 S Johnstone, Bartlesville, OK 74004, and Fuel Service Mart, Inc., a Missouri corporation ("Assignee"), located at 8349 Melrose, Lenexa, KS 66214, pursuant to that certain Leasehold Sales Contract between ~~Assignor as seller and Assignee as buyer dated November 14, 2003~~ (the "Contract") and shall be effective as of the Closing date, as that date is defined in the Contract.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. As of the Closing Date, Assignor hereby assigns and conveys to Assignee all of its rights, title, duties, obligations and interests as lessee (to the extent that said rights, title, duties, obligations and interest apply to the Leased Premises; it being understood that said Lease may cover other properties and that Assignor's rights, title, duties, obligations and interests with respect to said other properties are not assigned or conveyed hereby) in and to that one certain Lease more particularly described on Exhibit A attached hereto and made a part hereof by reference for all purposes (the "Lease") which pertains to the property also more particularly described in the Lease (the "Leased Premises"), subject to all of the terms and conditions of the Lease.
2. As of the Closing date, Assignee hereby assumes direct responsibility and liability for and agrees to be bound by and faithfully perform all of Assignor's obligations, covenants, duties and agreements under the Lease ~~(to the extent said obligations, covenants, duties and agreements apply to the Leased Premises)~~, including without limitation the obligation to pay rent and other charges, and hereby agrees to indemnify and hold Assignor and its respective officers, directors, employees, agents, representatives, shareholders, affiliates, parents and subsidiaries harmless from any and all losses, liabilities, claims, costs, damages, expenses and attorneys' fees arising on or after the Closing date and relating to the Lease, the Leased Premises or any part thereof.
3. The assumption by Assignee of the Lease obligations set forth in Section 2 above notwithstanding, as required by the terms of the Lease, Assignor shall remain liable ~~for the payment of all rentals and the performance of all conditions contained in the Lease.~~ No novation has been granted by Landlord.
4. The terms and provisions hereof shall bind and inure to the benefit of the heirs, devisees, personal representatives, successors and assigns of the parties hereto.
5. The terms and provisions hereof shall survive the execution and delivery of this Agreement.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which taken together shall constitute one and the same instrument regardless of whether all parties have executed the same counterparts.

EXECUTED to be effective on the 9th day of Feb., 2004.

ASSIGNOR:

CONOCOPHILLIPS COMPANY,  
a Delaware corporation

By: Randall Amen  
Name: Randall Amen  
Its: Attorney-in-Fact

ASSIGNEE:

Fuel Service Mart, Inc.,  
a Missouri corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

LANDLORD:

Suburban Bank & Trust Company, Trust  
1125

By: SOLE BENEFICIARIES  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Andrew J. Mockus

By: Andrew J. Mockus  
Name: \_\_\_\_\_

Walter M. Mockus

By: Walter M. Mockus  
Name: \_\_\_\_\_

ACKNOWLEDGMENTS ON FOLLOWING PAGES.

6. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, all of which taken together shall constitute one and the same instrument regardless of whether all parties have executed the same counterparts.

EXECUTED to be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

ASSIGNOR:

CONOCOPHILLIPS COMPANY,  
a Delaware corporation

ASSIGNEE:

Fuel Service Mart, Inc.,  
a Missouri corporation

By: \_\_\_\_\_

Name: Randall Amen

Its: Attorney-in-Fact

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

David George  
Pres. & Co.

LANDLORD:

Suburban Bank & Trust Company, Trust  
1125

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Andrew J. Mockus

By: \_\_\_\_\_

Name: \_\_\_\_\_

Walter M. Mockus

By: \_\_\_\_\_

Name: \_\_\_\_\_

ACKNOWLEDGMENTS ON FOLLOWING PAGES.

ACKNOWLEDGMENTS

STATE OF COLORADO )

) ss.

COUNTY OF ARAPAHOE )

On the date below, before me, the undersigned, a Notary Public in and for said State, duly commissioned and sworn, personally appeared **Randall Amen as Attorney-in-Fact of and for ConocoPhillips Company, a Delaware corporation**, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Commission Expires \_\_\_\_\_

STATE OF KANSAS )

) ss.

COUNTY OF JOHNSON )

On the date below, before me, the undersigned, a Notary Public in and for said State, duly ~~commissioned and sworn, personally appeared~~ David George as President of **Fuel Service Mart, Inc., a Missouri corporation**, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within ~~instrument and acknowledged to me that he executed the same in his authorized capacity,~~ and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal this date: 2/7/04

Notary Public State of Kansas:

Bama Robinson

My Appt Exp 6/5/2006

Bama Robinson  
Notary Public

Commission Expires 6/5/2006

ACKNOWLEDGMENTS

STATE OF COLORADO )

COUNTY OF ARAPAHOE )

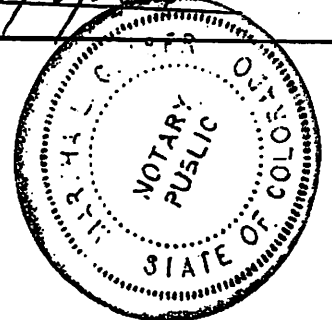
) ss.

On the date below, before me, the undersigned, a Notary Public in and for said State, duly commissioned and sworn, personally appeared **Randall Amen as Attorney-in-Fact of and for ConocoPhillips Company, a Delaware corporation**, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal this date: February 9 2004

Martha L. Hume  
Notary Public

Commission Expires 06/08/2006



STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

) ss.

~~On the date below, before me, the undersigned, a Notary Public in and for said State, duly commissioned and sworn, personally appeared \_\_\_\_\_ as \_\_\_\_\_ of Fuel Service Mart, Inc., a Missouri corporation, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.~~

WITNESS my hand and official seal this date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Commission Expires \_\_\_\_\_

**ACKNOWLEDGMENTS**

STATE OF Mass )  
COUNTY OF Wells ) ss.

On the date below, before me, the undersigned, a Notary Public in and for said State, duly commissioned and sworn, personally appeared Walter M. Mockus, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal this date: 2/4/04



Madlyn Darnell Stewart  
MY COMMISSION # DD035822 EXPIRES  
June 21, 2005  
BONDED THRU TROY FAIR INSURANCE, INC.

Madlyn Stewart  
Notary Public  
Commission Expires 6/21/05

STATE OF IL )  
COUNTY OF KANE ) ss.

On the date below, before me, the undersigned, a Notary Public in and for said State, duly commissioned and sworn, personally appeared Andrew J. Mockus, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal this date: 2/6/04

Deanna June Small  
Notary Public  
Commission Expires 12/11/2006



POOR  
QUALITY  
ORIGINAL

EXHIBIT "A"

Parcel 2 of Mockus Brothers Subdivision, being a  
resubdivision of Lots Twelve and Thirteen in Lilac Hedge  
Subdivision and a portion of Sections Twenty-Four and Twenty-  
five, all in Township 40 North, Range Ten, East of the Third  
Principal Meridian, in DuPage County Illinois.



## PHILLIPS PETROLEUM COMPANY

P. O. BOX 277  
BALLWIN, MO 63022  
(314) 458-9767

October 23, 2000

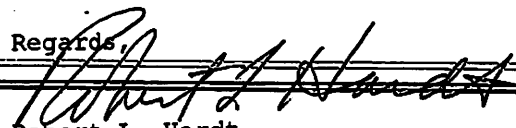
Re: Lease Extension  
S.S. 27459  
2100 West Army  
Trail, Addison,  
Illinois

Mr. Walter M. Mockus  
Mr. Andrew J. Mockus  
7N019 Stevens Road  
St. Charles, IL 60126-0419

Dear Mr. Mockus:

Please be advised that Phillips Petroleum Company, DBA as Phillips 66 Company, hereby exercises its option to extend the lease covering the above referenced property for an additional five (5) year period, in accordance with the terms of the lease agreement dated April 26, 1991. Rental payments will be adjusted as set forth in the lease. All other terms and conditions will remain unchanged. Should you have any questions regarding this matter, please contact me at 1-636-458-9767.

Regards,

  
Robert L. Hardt  
Senior Counselor

Copy: Suburban Bank and Trust Co.  
Account: No. 807200512  
150 Butterfield Road  
Elmhurst, IL 60126-0419

ATT. BILL ANDERSON



**FUEL SERVICE MART, INC.**

10777 BARKLEY STREET

SUITE 200

OVERLAND PARK, KS 66211

Phone: 913-599-5800

Fax: 913-599-5798

**Laura VanGemert**

43W873 Hawkeye Drive

Elburn, IL 60119

Re: Lease Renewal of Lease Dated April 26, 1991

Property Located at: ConocoPhillips Convenience Store, 2100 W. Army Trail  
Road, Addison, IL

Gentlemen:

~~As Assignee of ConocoPhillips Company and current Lessee of the above referenced premises under~~  
Lease Agreement dated April 26, 1991 ("Lease"), Fuel Service Mart, Inc. hereby advises it wishes to  
exercise its option to extend the Lease for a five (5) year renewal period as provided in Paragraph 10 of  
the Lease.

We understand the monthly rental for the renewal period shall be calculated according to the provisions  
of Paragraph 2 of the Lease. Please sign one copy of this renewal letter and return to the undersigned.  
Thank you for your attention to this matter.

Very truly yours,

David George, President

The undersigned Lessor for the Lease accepts this lease renewal for an additional five (5) year term  
commencing on April 27, 2011.

Suburban Bank & Trust Company, Trust # 1125

By:

Laura VanGemert

Gas Mart USA, Inc.  
10777 Barkley St.  
Suite 200  
Overland Park, KS 66211

Phone 913.599.5800  
FAX 913.599.5798

02/15/12

\*\*\*\*\*6920.00

43127

INVOICE

DISCOUNT

PAID AMT

JUN11JAN12

0.00

6,920.00

---

**Re: Rent****Dear Ms. VanGemert:**

Per our lease agreement, rent is to be adjusted by the May CPI-U every 5 years. The 2Q11 May CPI-U is 225.964. The rental adjustment computation is as follows:

$$\$5,000 \times 225.964 / 135.6 \text{ (May 1991 CPI-U)} = \$8,332.00$$

Your February payment will reflect this change. Attached is a check for \$6,920 to cover the difference in the amount paid from June, 2011 through January 2012 and the actual amount due.

If you have any questions, please give me a call.

Very truly yours,



Jerry F. Heck, CFO



July 20, 2006

Walter M. Mockus  
150 Butterfield Road  
Elmhurst, IL 60126

Re: Rent

Dear Mr. Mockus:

Per our lease agreement, rent is to be adjusted by the May CPIU every 5 years. The May CPIU was announced June 19, 2009 and is 202.5. The rental adjustment computation is as follows:

$$\$5,000 \times 202.5 / 135.6 \text{ (May 1991 CPIU)} = \$7,446.82$$

Your July 1 payment reflected this change. We also wrote a separate check for \$914.46 for June to make up the difference.

If you have any other questions, give me a call.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Jerry F. Heck".

Jerry F. Heck, CFO

Gas Mart USA, Inc.  
10417 W. 84<sup>th</sup> Terrace  
Lenexa, KS 66214

913-599-5800  
913-599-5798 FAX

acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

My commission expires:

3-9-93

Lois M. Doerr  
Notary Public

"OFFICIAL SEAL"

LOIS M. DOERR

Notary Public, State of Illinois  
My Commission Expires 3/9/93

STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF WASHINGTON )

Before me, the undersigned, a Notary Public in and for said County and State, on this 15<sup>th</sup> day of April, 1991, personally appeared John A. Houston, the duly constituted Attorney in Fact of and for PHILLIPS 66 COMPANY, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed, 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 seal the day and year last above written.

My commission expires:

May 25, 1993

Page E. Connor  
Notary Public

POOR  
QUALITY  
ORIGINAL

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named (Assistant) (Trust Officer) and (Assistant) (Trust Officer) of AUSTIN BANK OF CHICAGO, an Illinois banking corporation, Grantor, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such (Assistant) (Trust Officer) respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Illinois banking corporation for the uses and purposes therein set forth, and the said (Assistant) (Trust Officer) then and there acknowledged that he, as custodian of the corporate seal of said Illinois banking corporation, caused the corporate seal of said Illinois banking corporation to be affixed to said instrument as his free and voluntary act and as the free and voluntary act of said Illinois banking corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 25<sup>th</sup> day of March, 1991.

" OFFICIAL SEAL "  
BARBARA A. JANKOWSKI  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/2/92

My Commission Expires:

5-2-92

Barbara A. Jankowski  
Notary Public

Lessors

PHILLIPS 66 COMPANY

Karen L. Hargrove

By: [Signature]

ATTORNEY IN FACT  
Lessee

STATE OF Illinois )  
COUNTY OF De Paul ) SS.

Approved as to fact.

Before me, the undersigned, a Notary Public, within and for said County and State, on this 28th day of March, 1991, personally appeared Walter H. Mahan, to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

My commission expires:  
3-9-93

Lois M. Doerr  
Notary Public

STATE OF Illinois )  
COUNTY OF De Paul ) SS.

"OFFICIAL SEAL"

LOIS M. DOERR

Notary Public, State of Illinois  
My Commission Expires 3/9/93

Before me, the undersigned, a Notary Public, within and for said County and State, on this 28th day of March, 1991, personally appeared Elmer C. Barber, to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

My commission expires:  
3-9-93

Lois M. Doerr  
Notary Public

STATE OF Illinois )  
COUNTY OF De Paul ) SS.

"OFFICIAL SEAL"

LOIS M. DOERR

Notary Public, State of Illinois  
My Commission Expires 3/9/93

Before me, the undersigned, a Notary Public, within and for said County and State, on this 28th day of March, 1991, personally appeared Andrew J. Mahan, to me known to be the identical person described in and who executed the within and foregoing instrument, and

MEMORANDUM OF LEASE

This is a memorandum ("Memorandum") of that certain Lease Agreement dated the 26th day of April, 1991 ("Lease") between AUSTIN BANK OF CHICAGO, TRUST 4240, and ANDREW J. MOCKUS and WALTER M. MOCKUS ("Lessor") and PHILLIPS 66 COMPANY, a Delaware corporation ("Lessee"), concerning the premises described in Exhibit A attached hereto (the "Premises").

For good and valuable consideration, Lessor leases the Premises to Lessee and Lessee hires the same from Lessor under the provisions contained in the Lease, which is incorporated herein by reference. The Lease contains the following terms, among other:

1. Commencement Date. The Commencement date of the Lease is 26 April, 1991.
2. Initial Term. A period of ten (10) years from and after the service station to be constructed by Lessee is completed and open for business.
3. Renewal Term. The Lessee shall have the option of renewing the Lease for four (4) additional consecutive periods of five (5) years each upon the same terms and conditions as set forth in the Lease.
4. Use. The Lessee may use the Premises for gasoline and oil service station, convenience store and tunnel car wash for the business of storing, selling and distributing gasoline, oil, petrochemicals, accessories and any other goods, wares and merchandise and at the Lessee's option may be used for conduct of any other lawful business thereon other than the sale of hot dogs and hamburgers.
5. Construction. This Memorandum is not a complete summary of the Lease. Provisions in this Memorandum shall not be used in interpreting the Lease provisions. In the event of a conflict between the Memorandum and the Lease, the terms of the Lease shall control.

IN WITNESS WHEREOF, the parties have executed this Memorandum on the date above written at Wheaton, Illinois.

WITNESS:

[Signature]

AUSTIN BANK OF CHICAGO, TRUST 4240

By: [Signature]

Title: Vice President

WALTER M. MOCKUS

[Signature]  
FLORENCE G. MOCKUS

[Signature]  
ANDREW J. MOCKUS, A Single Man

CENTURY TITLE COMPANY

REC'D  
PAGE 00117

121



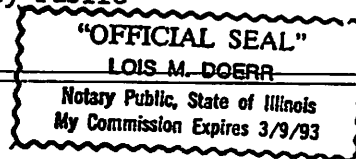
STATE OF Illinois )  
COUNTY OF De Peque ) SS.

Before me, the undersigned, a Notary Public, within and for said County and State, on this 28th day of March, 19 91, personally appeared Walter M. Morken, to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that he executed the same as his free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

My commission expires:

3-9-93

Lois M. Doerr  
Notary Public



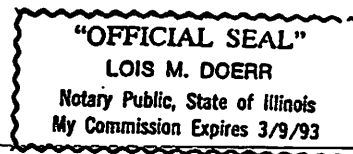
STATE OF Illinois )  
COUNTY OF De Peque ) SS.

Before me, the undersigned, a Notary Public, within and for said County and State, on this 28th day of March, 19 91, personally appeared Therese G. Morken, to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

My commission expires:

3-9-93

Lois M. Doerr  
Notary Public



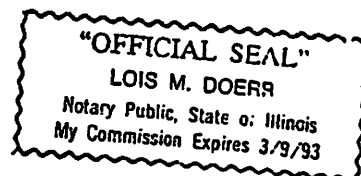
STATE OF Illinois )  
COUNTY OF De Peque ) SS.

Before me, the undersigned, a Notary Public, within and for said County and State, on this 28th day of March, 19 91, personally appeared Christina J. Morken, to me known to be the identical person described in and who executed the within and foregoing instrument, and acknowledged to me that she executed the same as her free and voluntary act and deed, for the uses, purposes and consideration therein set forth.

My commission expires:

3-9-93

Lois M. Doerr  
Notary Public



STATE OF OKLAHOMA )  
 ) SS.  
COUNTY OF WASHINGTON )

Before me, the undersigned, a Notary Public in and for said County and State,  
on this 15<sup>th</sup> day of April, 1991, personally appeared  
John A. Houston, the duly constituted Attorney in Fact of and  
for PHILLIPS 66 COMPANY, to me known to be the identical person who executed  
the within and foregoing instrument and acknowledged to me that he executed  
the same as his free and voluntary act and deed, 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 seal the day and year last above written.

My commission expires:

May 25, 1992

James E. Connor  
Notary Public

POC-

QUI

CE

STATE OF ILLINOIS )  
COUNTY OF COOK ) SS.

I, the undersigned, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY, that the above named (Assignor) (Trust Officer) and

vice president vice president  
AUSTIN BANK OF CHICAGO an Illinois banking corporation, (Grantor, personally known to me to be  
the same persons whose names are subscribed to the foregoing instrument as such (Assignor) (Trust Officer) respectively, appeared before me this day in  
person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of said Illinois  
banking corporation for the uses and purposes therein set forth; and the said (Assignor) (Trust Officer) then and there acknowledged that he, as custodian of the  
corporate seal of said Illinois banking corporation, caused the corporate seal of said Illinois banking corporation to be affixed to said instrument as his free and  
voluntary act and as the free and voluntary act of said Illinois banking corporation for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this 28<sup>th</sup> day of March, 1991

" OFFICIAL SEAL "  
BARBARA A. JANKOWSKI  
NOTARY PUBLIC, STATE OF ILLINOIS  
MY COMMISSION EXPIRES 5/2/92

Barbara A. Jankowski  
Notary Public  
My Commission Expires:  
5/2/92