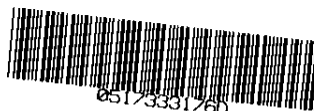


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Doc#: 0517333176
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 06/22/2005 11:37 AM Pg: 1 of 7

Space Above This Line For Recorder's Use

SPECIAL WARRANTY DEED

THIS IS A DEED dated April 20, 2005, effective April 20, 2005, by Equilon Enterprises LLC, a Delaware limited liability company, with an address of 12700 Northborough, Suite 100, Houston, Texas 77067 (hereinafter "Grantor"), to SAFA Enterprises, Inc., an Illinois corporation, with an address of 8060 Lawndale, Skokie, IL 60076 (hereinafter "Grantee").

GRANTOR, for good and valuable consideration received, hereby grants and conveys to Grantee the following described real property commonly known as 4601 S. Harlem Ave., Forest View, Cook County, Illinois 60076 (hereinafter "Premises");

See attached Exhibit "A" for legal description

together with all rights, privileges and appurtenances thereto and all buildings and land improvements thereon, LESS AND EXCEPT:

All right, title and interest in and to any oil, gas and other minerals (including without limitation, helium, lignite, sulfur, phosphate and other solid, liquid and gaseous substances), regardless of the nature thereof and whether similar or dissimilar, and the right to explore for, develop and produce same, as well as the right to lease the Premises herein conveyed for such purposes, and all mineral and royalty rights whatsoever in, on or under and pertaining to the Premises but without the right to use, or right of any ingress to or egress from the surface of the Premises herein conveyed for exploration or producing purposes, all of said interests having been saved, retained, reserved and excepted in a previous conveyance of the Premises.

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Property of Cook County Clerk's Office

STATE TAX

STATE OF ILLINOIS



MAY - 4.05

REAL ESTATE TRANSFER TAX
DEPARTMENT OF REVENUE


0000003320

REAL ESTATE TRANSFER TAX
00490.00
FP 103032

COUNTY TAX

COOK COUNTY

REAL ESTATE TRANSACTION TAX



MAY - 4.05

REVENUE STAMP

0080003390

REAL ESTATE TRANSFER TAX
00245.00
FP 103034

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TO HAVE AND TO HOLD the Premises unto Grantee and Grantee's heirs, administrators, executors, successors and assigns forever, but

SUBJECT to the following:

Encroachments, protrusions, easements, changes in street lines, rights-of-way, and other matters that would be revealed by a current on-the-ground survey and inspection of the Premises;

Recorded leases, agreements, easements, rights-of-way, covenants, conditions and restrictions as the same may be of present force and effect;

Zoning regulations, ordinances, building restrictions, regulations and any violations thereof;

The lien for real property taxes and any liens for special assessments, which in each case, as of the date hereof, are not delinquent or yet due and payable.

As additional consideration furnished by Grantee, and as an inducement to Grantor to grant and convey the Premise, Grantee hereby further agrees and covenants as follows:

1. Subject to section 3 immediately below, for a period of ten (10) years, beginning on the effective date of this Deed, Grantee agrees that if the Premises is used for the sale of motor fuel, the motor fuel must be purchased from Grantor, or Grantor's successor or assigns, and the Premises must be operated pursuant to the terms and conditions of Grantor's standard Supply Agreement or its replacement (the covenants, agreements and restrictions in this paragraph 1 are hereinafter collectively referred to as the "Brand Covenant").
2. Grantee shall use, improve, lease, sell, encumber or transfer the Premises subject to the Brand Covenant. Grantee may not assign its rights or obligations under the Brand Covenant without the prior written consent of Grantor. The Brand Covenant runs with the land or leasehold interest, as applicable, and will appear as a recorded item in the property records of the Premises, and is for the benefit of, and binds, the successors in interest and assigns of Grantee. Grantor's failure to enforce any breach of the Brand Covenant is not a waiver of the Brand Covenant or of any subsequent breach thereof. All purchasers, lessees, and possessors of all or any portion of the Premises and their respective heirs, successors, assigns will be deemed by their purchase, lease, or possession to be in accord with, and shall agree to the terms of, the Brand Covenant.

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3. Grantee will be excused from complying with the Brand Covenant if Grantor elects to do a market withdrawal in accordance with the Petroleum Marketing Practices Act, 15 USC 2801, et seq., from a geographic area that includes the Premises.

4. If Grantee fails to comply with the Brand Covenant for any reason whatsoever, Grantor may pursue any and all actions to enforce the terms of the Brand Covenant and pursue any and all remedies available at law or in equity.

As additional consideration furnished by Grantee, and as an inducement to Grantor to grant and convey the Premises, Grantee hereby further agrees and covenants as follows:

(a) no basement will be constructed on the Premises, (b) no potable water well will be installed or maintained on the Premises, (c) an asphalt or concrete barrier will be maintained on the Premises to prevent access to the native soils, (d) the use of the Premises will be restricted to commercial or industrial purposes only, (e) all soil or groundwater removed or excavated from, or disturbed on, the Premises will be handled and disposed of in accordance with all applicable environmental laws, statutes, rules and regulations, (f) all worker safety requirements for handling petroleum contaminated soil or groundwater will be observed, (g) Grantor is authorized by Grantee to record against the Premises such No Further Remediation letters or similar documents (collectively "NFR Letters") as may be issued by the Illinois Environmental Protection Agency or other government agency having jurisdiction over the Premises, and Grantee shall execute all documents and take all action as required of Grantee for the issuance and recording of such NFR Letters against the Premises; provided, however, such NFR Letters do not contain any restrictions, conditions or limitations on the Premises other than those (i) provided for, or allowed to be imposed by Grantor, in this Deed, or (ii) otherwise applicable to the Premises, and (h) except as may be otherwise specifically provided in a written agreement between Grantor and Grantee, Grantee shall, at solely Grantee's expense, comply with all of the terms and conditions of such NFR Letters and all of the covenants contained in this deed.

To the extent not otherwise specifically provided herein, or if so provided, then in addition thereto, all of the covenants, conditions, restrictions and agreements contained in this deed (i) shall run with the land, (ii) shall bind Grantee and Grantee's heirs, administrators, executors, successors and assigns, and subsequent owners, lessees and occupants of the Premises, and (iii) are made for, and shall inure to, the benefit of Grantor and Grantor's successors and assigns. Grantor's waiver of any breach of the

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foregoing covenants, conditions, restrictions and agreements shall not constitute a waiver of the covenants, conditions, restrictions and agreements nor of any subsequent breach hereof.

Subject to all of the foregoing, Grantor covenants with Grantee that Grantor will warrant and defend title to the Premises against the lawful claim of all persons claiming by, through or under Grantor, but not otherwise.

Permanent Index Number (PIN): 19-06-323-024-0000

EXECUTED by Grantor as of the date first herein specified.

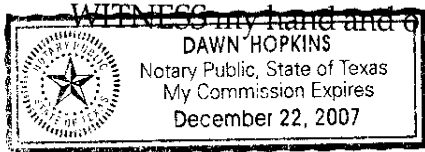
EQUILON ENTERPRISES LLC

By: Julie F. Galjour
Charles T. Badrick Julie F. Galjour
~~Attorney-in-Fact~~ Manager, Property Management

STATE OF TEXAS)
) SS
COUNTY OF HARRIS)

The within and foregoing instrument was acknowledged before me on April 20, 2005 by ~~Charles T. Badrick, Attorney-in-Fact~~, for Equilon Enterprises LLC, a Delaware limited liability company, on behalf of the company.

Julie F. Galjour,
Manager,
Property
Management



[Signature]
Notary's Signature

AGREED AND ACCEPTED:

SAFA Enterprises, Inc.

By: [Signature]
Name: Mohammad Noor Yaqoob
Title: President
Date: April 04, 2005

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State of Illinois)
) §
County of _____)

Before me _____ (here insert the name and character of the officer) on this day personally appeared _____, known to me (or proved to me on the oath of _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of April, 2005.

Notary's Signature

Prepared by:

Joseph A. Girardi
Henderson & Lyman
Suite 240
175 W. Jackson
Chicago, IL 60604

Mail Subsequent Tax Statements to:

SAFA Enterprises, Inc.
8060 Lawndale
Skokie, IL 60076

When Recorded Mail to:

Lou Bruno
O'Keefe, Lewis & Bruno, P.C.
9239 Gross Point Road
Skokie, IL 60077

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EXHIBIT A

LEGAL DESCRIPTION OF PREMISES

LOTS 1 AND 2 IN BLOCK 14 IN W.G. MCINTOSH'S FOREST VIEW GARDENS, A SUBDIVISION IN SECTION 6, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

LOT 5 HARLEM, Forest View, Ill

Property of Cook County Clerk's Office

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