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ASSIGNMENT OF LEASE

Doc#: 0912629063 Fee: \$60.00
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 05/06/2009 03:03 PM Pg: 1 of 13

SS #9785

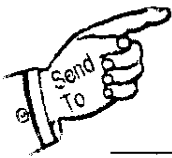
PREPARED BY:

BP Products North America Inc.
BP America, Inc.
4101 Winfield Road
Warrenville, Illinois 60555
Attn: Real Estate Attorney

NAME & ADDRESS OF TAXPAYER (MAIL TO):

Red Crown Holding, LLC
c/o Graham Enterprise, Inc.
446 Morris Avenue
Mundelein, Illinois 60060-0777
Attention: John Graham

RECORDER'S STAMP



This Assignment of Lease ("Assignment") is entered into as of this 30 day of April, 2009, by and between **BP PRODUCTS NORTH AMERICA INC.**, a Maryland corporation ("Assignor"), with its principal office at c/o BP America Inc., 4101 Winfield Road, Warrenville, Illinois 60555 and **RED CROWN HOLDING, LLC**, an Illinois limited liability company, with an address at c/o Graham Enterprise, Inc., 446 Morris Avenue, Mundelein, Illinois 60060-0777 ("Assignee").

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WITNESSETH

WHEREAS, Assignor's predecessor-in-interest, Standard Oil Company, an Indiana corporation, has entered into a certain Lease dated as of March 17, 1958 and recorded as Document Number 17384592 of the Public Records of Cook County, Illinois, as affected by that certain Assignment dated December 31, 1960 and recorded on January 3, 1961 as Document Number 18053072 of the Public Records of Cook County, Illinois, as amended by that certain Rider dated March 2, 1965, as amended by that certain undated Lease Amendment, as amended by that certain Modification of Lease dated August 14, 1989 (together with any amendments, modifications and riders thereto, the "Lease") with Glenn State Bank as Successor Trustee of the Frances M. Martin Trust dated September 28, 2000, successor in interest to Chicago Title and Trust Company, a corporation, as Trustee under Trust Agreement dated January 15, 1958 and known as Trust #39980 (together with its successor and assigns, "Landlord") as lessor, and Assignor, as lessee, for certain premises located at 1990 Mannheim Road, Des Plaines, Illinois 60018 and legally described on **Exhibit A** attached hereto (the "Property");

WHEREAS, Assignee has agreed to take an assignment of and assume all of Assignor's right, title and interest in and to the Lease from Assignor, and Assignor has agreed to assign all of Assignor's right, title and interest in and to the Lease to Assignee, upon the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the terms and conditions of that certain Purchase and Sale Agreement between Assignee, the

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other purchaser entities party thereto, and Assignor dated as of March 25, 2009 (as amended, the "Agreement"), the parties hereto hereby agree as follows:

1. **Assignment.**

Assignor hereby sells, assigns, transfers and sets over onto Assignee without covenant, representation or warranty of any kind, all of its right, title and interest in and to the Lease, as of April 30, 2009 (the "Transfer Date"), to have and to hold the same from the Transfer Date for and during the residue of the term of the Lease and any extensions or renewals thereto, subject, however, to all the conditions, covenants, agreements, restrictions, provisions, terms and rentals contained in the Lease, this Assignment, and the Agreement.

2. **Acceptance.**

Assignee acknowledges that it has read the original or a copy of the Lease assigned hereby and is fully aware of its terms and provisions, and, in consideration of this Assignment, Assignee hereby accepts the same and assumes and agrees to pay all rental due under said Lease from and after the Transfer Date, and to observe and perform all of the covenants, agreements and conditions contained therein on the part of the lessee to be observed and performed from and after the Transfer Date and further covenants to exonerate, save harmless, protect, defend (with counsel reasonably acceptable to Assignor) and indemnify Assignor, its parents, subsidiaries and affiliates, and their respective directors, officers, partners, employees, contractors, agents, representatives, successors and assigns (collectively, the "Assignor Parties"), from and against any and all losses, liabilities, penalties, damages, claims, demands, suits or actions, judgments and costs and expenses in any manner arising out of the lessee's obligations under the Lease, this Assignment, and the use of the Property by Assignee or its successors or permitted assignees, or anyone acting by, through or under them, from and after the Transfer Date.

3. **Assignor's Remedies Upon Assignee Default.**

Assignee shall immediately provide Assignor with copies of all notices received from Landlord. In the event of a default by Assignee under the Lease or under this Assignment, which default remains uncured for twenty (20) days after written notice is given by either Landlord or Assignor to Assignee to cure such default (or, in the event of a default under the Lease, such period of time which is ten (10) days prior to the expiration of the applicable cure period under the Lease), time being of the essence, then Assignor shall have the right (but not the obligation) in its sole and exclusive discretion, to (i) cure such default at the expense and for the account of Assignee, and/or (ii) declare, by written notice given to Assignee and Landlord (the "Reversion Notice"), that all right, title and interest of Assignee in and to the Lease, the Property, all improvements and personal property then located on the Property, and, at Assignor's election, any or all Operating Agreements, Loan Documents, and/or Assumed Environmental Liabilities Documents (as such terms are defined in the Agreement) related to the Property (collectively, the "Reversion Property") shall immediately and automatically be reverted to and/or vest in Assignor, without any further action being required of Assignor or Assignee to accomplish such reversion and/or vesting (the "Reversion"). Upon the delivery of a Reversion Notice, Assignee shall have no further right, title or interest in or to the Reversion Property, and all such right, title and interest shall immediately and automatically revert to and/or vest in Assignor. In no event shall Assignee have any claim against Assignor in connection with any such Reversion, including without limitation any claim for return of any monies paid by Assignee for this Assignment pursuant to the Agreement, and Assignee shall be deemed to have waived any such claims by virtue of having failed to cure the default under the Lease and/or this Assignment within the time permitted hereunder. Assignee and any other occupants shall vacate and surrender the Reversion Property to Assignor immediately upon the giving of such Reversion Notice, and, if such parties fail to vacate the Reversion Property, Assignor shall be entitled to regain possession of the Reversion Property by

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appropriate proceedings. Assignor may record the Reversion Notice, or a memorandum thereof signed only by Assignor, in the county records where the Reversion Property is located, and no further action shall be required to accomplish the Reversion of record. Notwithstanding the foregoing, Assignee shall promptly execute and deliver to Assignor in recordable form any documents requested by Assignor to further evidence any such Reversion.

Assignee shall reimburse Assignor upon demand for any costs and expenses, including without limitation attorneys' fees, for any efforts taken by Assignor to cure any default, or to compel Assignee to cure any default, or to accomplish the Reversion, or to otherwise enforce Assignor's rights hereunder. In the event such costs and expenses are not fully paid within five (5) days after Assignor's demand therefor, then interest at the highest interest rate permitted by applicable law shall begin to accrue on the unpaid amount, which interest shall be added to and paid with such amount.

All of the rights and remedies granted to Assignor hereunder in the event of an uncured default by Assignee shall be in addition to any and all rights and remedies which Assignor may have under applicable law or under the Agreement, and the exercise or pursuit of any one such right or remedy shall not be deemed to be an election of rights or remedies, and Assignor may pursue any other such rights or remedies at a later time or at the same time. No failure or delay on the part of Assignor in exercising any of such rights or remedies shall operate as a waiver thereof, and Assignor shall not be deemed to have waived any such rights or remedies, except by an express waiver in writing signed by Assignor and specifying the right or remedy to be waived. Any such express waiver by Assignor of a particular right or remedy in one instance, shall not preclude Assignor from exercising that right or remedy, or any right or remedies, as to any future instances.

4. Notices.

All notices required or sent hereunder shall be in writing and delivered in person, by messenger or other express delivery service, or by U.S. Mail Certified, Return Receipt Requested, to the address of the other party as set forth in the first paragraph of this Assignment or as specified in **Exhibit B** attached hereto as the context may require, or to such other address as the parties may from time to time designate. Each such notice shall be deemed served and effective on the date of delivery or refusal, if delivered personally, on the date of the delivery receipt, if delivered by messenger or express service, or the date of mailing shown on the certified mail receipt, if delivered by certified mail.

5. Use and Operating Restrictions.

This Assignment is made by Assignor and accepted by Assignee upon the express condition and subject to the use and operating restrictions, notices, acknowledgments, and covenants described on **Exhibit B** attached hereto (collectively, the "Use and Operating Restrictions"). Assignor may, in Assignor's sole and absolute discretion (but shall in no event be obligated to), release and/or waive any or all of the Use and Operating Restrictions at any time, by written instrument duly executed and delivered by Assignor.

6. Assignee's Indemnification of Assignor.

Assignee, for and on behalf of itself and its successors and assigns (including, without limitation, all successors to Assignee's interest in and to the Property, the Lease, or any portion thereof (collectively, the "Assignee Parties"), by acceptance of this Assignment, hereby agrees, except as may otherwise be provided in the Agreement, to assume responsibility for, and shall protect, indemnify and defend (with counsel reasonably acceptable to the Assignor Parties), and hold harmless, and does hereby waive, release and discharge, Assignor and the other Assignor Parties, from and against any claim for liabilities, any and

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all actions or causes of action at law or in equity, claims, demands, obligations, losses, damages, liabilities, suits, judgments, fines, penalties, payments, costs and expenses (including reasonable attorneys' fees) of whatever kind or nature, sustained, suffered or incurred by any of the Assignor Parties directly or indirectly arising out of, resulting from, relating to or connected with (a) any breach of Assignee Parties' duties, liabilities, obligations or covenants of this Assignment or under Section 8 of the Agreement on the part of Assignee or any other Assignee Parties, including without limitation, any use of the Property which is in violation of or inconsistent with the Use and Operating Restrictions; (b) any and all "Assumed Environmental Liabilities" (as defined in the Agreement), and any Assignee Parties' failure to discharge, or delay in discharging, any and/or all of the Assumed Environmental Liabilities; (c) the use or operation of any of the Property on or after the Transfer Date (including, without limitation, any "Government Required Environmental Work", "Third Party Claims", "Hazardous Materials" occurring on, at or migrating from the Property or other environmental liabilities of any Assignee Parties under the "Environmental Laws" (as those terms are defined in the Agreement); (d) any act or omission on the Part of any Assignee Party during such Assignee Party's presence or activity on or about the Property prior to the Transfer Date, including during any Due Diligence; (e) any legal or equitable claim or cause of action against Assignor arising from or relating to the environmental condition of the Property (except for any "Retained Environmental Liabilities" (as defined in the Agreement)); (f) changes in, modifications to or amendments of Environmental Laws that were in effect prior to the Transfer Date or Environmental Laws promulgated, made or enacted on or after the Transfer Date irrespective of whether the events giving rise to such liabilities occurred prior to, on or after the Transfer Date; (g) any "Development" (as defined in the Agreement), including without limitation, all increased, unanticipated or delay costs directly or indirectly arising out of or relating to any Development or the presence of any "Hydrocarbon Contamination" (as defined in the Agreement") or any other Hazardous Materials, including, without limitation, any costs or expenses for the disposal or remediation of contaminated soils or groundwater and the relocation, replacement, repair or removal of any of Assignor Parties' Corrective Action Equipment.

7. Condition of Property.

Assignee has accepted the Property, including without limitation its environmental condition, in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition, subject only to any covenants and obligations of Assignor to Assignee which are expressly set forth in the Agreement or any other documents or instruments executed and delivered by Assignor and Assignee pursuant to the Agreement (collectively, the "Contractual Obligations"). Assignee acknowledges that the purchase price which it has paid for the Property reflects: (a) the fact that all of the Use and Operating Restrictions shall be recorded against the Property and shall be binding on Assignee and the other Assignee Parties, (b) the fact that Assignee has agreed to acquire the Property, including without limitation its environmental condition, in its "AS-IS, WHERE-IS, AND WITH ALL FAULTS" condition (subject only to Assignor's Contractual Obligations to Assignee), and (c) the fact that Assignee has agreed to acquire the Property subject to the presence, whether known or unknown, of any environmental contamination which may have occurred during or prior to the period of Assignor's ownership, use and/or operation of the Property (subject only to Assignor's Contractual Obligations to Assignee). Assignee does, by its acceptance of this Assignment, represent and warrant that it is familiar with the condition of the Property and that ASSIGNOR HAS NOT MADE AND MAKES NO REPRESENTATIONS or WARRANTIES (ORAL OR WRITTEN, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, MATERIAL OR IMMATERIAL), CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE HABITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COMPLIANCE, CONDITION, DESIGN, OPERATION, CAPACITY, MONETARY VALUE, NATURE, AND CONDITION OF THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, AND THE SUITABILITY THEREOF FOR ANY AND ALL PURPOSES, ACTIVITIES AND USES. ASSIGNEE AGREES THAT THE PROPERTY IS HEREBY CONVEYED BY ASSIGNOR AND ACCEPTED BY ASSIGNEE IN ITS "AS-IS, WHERE-IS, AND

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WITH ALL FAULTS" CONDITION EXISTING ON THE TRANSFER DATE, SUBJECT ONLY TO THE CONTRACTUAL OBLIGATIONS.

8. Assignor's Right of Access and Entry Upon the Property; Cooperation.

Assignor hereby reserves for itself and the other Assignor Parties the right to enter upon and access the Property (free from any charge or fee) from time to time to remove certain personal property and conduct certain inspections, remediation and other activities, all as more particularly described in Sections 8 and 26 of the Agreement. Such access shall not be interrupted by any transfer, assignment, conveyance, mortgage, lease, hypothecation or pledge by Assignee or any of Assignee's interests in the Property or the Lease. In the event Assignor is involved in any remediation efforts or in obtaining environmental site closure with respect to the Property for any reason whatsoever, Assignee and each of the other Assignee Parties agrees to cooperate with Assignor and with all local, state, and federal environmental agencies having jurisdiction over the Property (the "Government") in obtaining environmental site closure for any environmental contamination relating to or arising out of Assignor's prior use of the Property. Assignor's access to the Properties described in this Section 8 shall at all times be subject to all of the terms and conditions set forth in Section 8(G)(2) of the Agreement.

9. Additional Rights.

Notwithstanding anything to the contrary contained in this Assignment or the Agreement, all of the rights of Assignor and corresponding obligations of Assignee set forth in this Assignment, including without limitation the rights of entry and the Use and Operating Restrictions, shall be deemed to run with the Property and shall continue in full force and effect and shall be enforceable in accordance with the terms of this Assignment. If Assignee should ever increase or change its interest in the Property, whether by acquiring the fee title thereto or a new or longer lease thereof or otherwise, such rights of Assignor and corresponding obligations of Assignee shall continue in full force and effect and shall apply to and be enforceable against Assignee's increased or changed interest in the Property, all in accordance with the terms of this Assignment. In addition to any other notice obligations of Assignee, pursuant to this Assignment or in the Agreement, Assignee agrees to provide Assignor with at least six (6) months prior written notice of any such increased or changed interest in the Property, or of any expiration or termination of the Lease.

10. No Further Assignment.

Assignee shall not transfer or assign the Lease or any portion thereof, or sublease the Property or any portion thereof, or delegate any of Assignee's liabilities, obligations, or responsibilities under the Lease or any portion thereof, to any person or entity without obtaining Assignor's prior written consent (which may be withheld in Assignor's sole and absolute discretion). For purposes hereof, any change in the controlling equity interest of Assignee (by way of transfer or increase of stock, partnership or membership interests or otherwise) shall be deemed to be a transfer which requires Assignor's prior written consent (which may be withheld in Assignor's sole and absolute discretion). Any purported transfer or assignment of the Lease or any portion thereof, or sublease of the Property or any portion thereof, or delegation of any of Assignee's liabilities, obligations, or responsibilities under the Lease or any portion thereof, by Assignee without Assignor's prior written consent shall be null and void.

11. Further Assurances.

Assignor and Assignee shall execute, acknowledge and deliver to the other party at the reasonable request of the other party or the Title Company such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein at any time and from time to time whether before or after the Transfer Date in order to effectuate the provisions of this Assignment or the transaction

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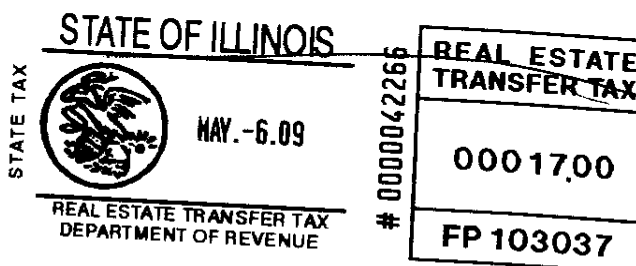
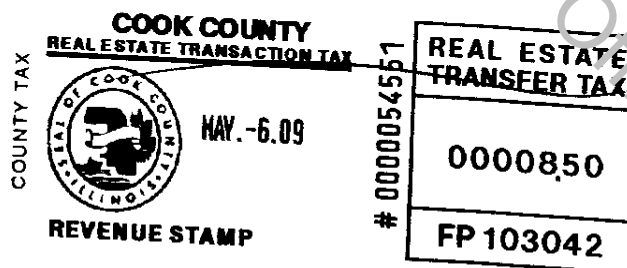
contemplated herein or to confirm or perfect any right or restriction to be created or transferred hereunder or pursuant to this transaction, provided that the party being requested to deliver such instruments or take such other actions shall not be required to incur any material expense in connection therewith.

Assignee shall, from time to time, upon request of Assignor, execute and deliver to Assignor, and hereby authorizes Assignor to record in the appropriate governmental or other public records, such further documents and instruments and perform such acts as Assignor may reasonably deem appropriate to perfect, aid or assist in the imposition and/or recording of the Environmental Restrictions as defined in **Exhibit B** hereto, and/or other environmental restrictions and/or covenants, deed notices, "No Further Action Determinations" (as defined in the Agreement) or any similar site closure documents or forms contemplated by the Agreement, and including but not limited to any state-specific or other forms that are required or authorized by the Government or the Environmental Laws, provided that such further documents, instruments, or actions are consistent with the terms or intent of the Agreement. Assignee shall, at Assignor's request, provide to Assignor evidence of compliance with all Environmental Laws, including, without limitation, the results of tank and line tightness tests, product inventory data, tank gauging data and tank leak detection data.

12. Entire Understanding.

This Assignment, the exhibits annexed hereto, and the Agreement contain the entire understanding and agreement between the parties hereto relative to the subject matter hereof. No representations or statements, other than those expressly set forth herein, were relied upon by the parties in entering into this Assignment. No modification, waiver of, addition to, or deletion from the terms of this Assignment shall be effective unless reduced to writing and signed by Assignor and Assignee or their respective successors and permitted assigns, each of whom expressly waives, releases and forever forswears any right under the law in the State in which the Property is located which permits a contract, by its terms amendable only in writing, to be orally amended. This Assignment may be signed by the parties in counterparts, which together shall constitute one instrument, which shall be binding upon and inure to the benefit of the Assignor Parties, and Assignee and the Assignee Parties, as the case may be, and any other person or entity (if any) so expressly noted herein, but no other.

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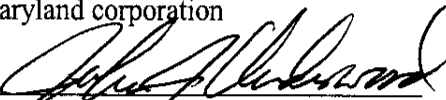


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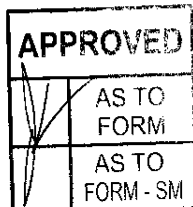
IN WITNESS WHEREOF, the Assignor and Assignee have each caused this Assignment of Lease to be executed by its authorized representatives as of the date first written above.

ASSIGNOR:

BP PRODUCTS NORTH AMERICA INC.,
a Maryland corporation

By: 

Name: John Underwood
Title: Retail Portfolio Manager,
US Fuels Marketing



STATE OF ILLINOIS)
)SS
COUNTY OF DUPAGE)

I, SUZANNE L LEIGH, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that John Underwood, personally known to me to be the Retail Portfolio Manager for US Fuels Marketing of BP Products North America Inc., a Maryland corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Retail Portfolio Manager for US Fuels Marketing, he signed and delivered such instrument pursuant to authority given by the Board of Directors of such corporation, as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 20th day of April, 2009.


Notary Public

My Commission Expires: _____



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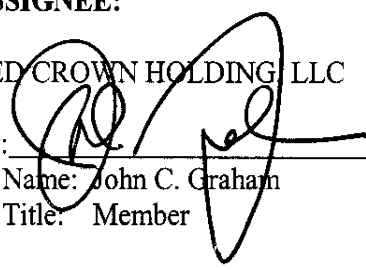
ASSIGNEE:

RED CROWN HOLDING LLC

By: _____

Name: John C. Graham

Title: Member



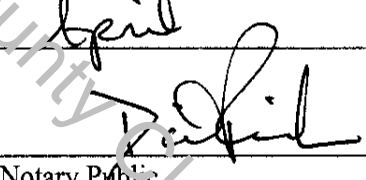
STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, David Resnick, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that John C. Graham, personally known to me to be a Member of Red Crown Holding, LLC, an Illinois limited liability company, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Member he signed and delivered such instrument pursuant to authority given by the organizational documents of such entity, as his free and voluntary act and deed, and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and official seal this 22nd day of April, 2009.



Notary Public



My Commission Expires: _____

When Recorded, Return To: Red Crown Holding, LLC, c/o Graham Enterprise, Inc., 446 Morris Avenue Mundelein, Illinois 60060-0777, Attention: John Graham

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**EXHIBIT A
TO
ASSIGNMENT OF LEASE**

Legal Description

**1990 Mannheim Rd.
Des Plaines, IL**

That part of Block 4 in Whipple's Addition to Riverview, being a Subdivision of the West Half of the Southeast Quarter of the Northeast Quarter of Section 29, Township 41 North, Range 12, East of the Third Principal Meridian, described as follows: Beginning at a point of intersection of the North line of the right of way of Howard Avenue, which North right of way line is 33 feet North of the South line of the Northeast Quarter of said Section 29, with the West line of the right of way of Mannheim Road; thence Northwesterly along the West line of said Mannheim Road, a distance of 175 feet; thence Westerly along a line perpendicular to the West line of Mannheim Road to a point which would intersect a line drawn perpendicular from the North line of Howard Avenue at a point 101 feet West of the intersection of the West line of Mannheim Road with the North line of Howard Avenue; thence South along the last described line to the North line of Howard Avenue; thence East along the North line of Howard Avenue and 33 feet North of the South line of said Northeast Quarter, a distance of 101 feet to the point of beginning, all in Cook County, Illinois.

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EXHIBIT B TO ASSIGNMENT OF LEASE

Use and Operating Restrictions, Notices, Acknowledgments, and Covenants

Assignee covenants and agrees, for and on behalf of itself and the other Assignee Parties, that the following use and operating restrictions, notices, acknowledgments, and covenants shall run with the land and each portion thereof, shall bind and restrict the Property and each portion thereof, and shall be binding upon and inure to the benefit of the parties, including without limitation, Assignor, the other Assignor Parties, Assignee and the other Assignee Parties, as the case may be, and their respective heirs, devisees, representatives, successors and assigns, and any other person or entity (if any) so expressly noted herein, but no other and shall bind and restrict the Property for the time periods noted herein:

I. **Petroleum and Convenience Store Restriction:** No part of the Property shall be used by Assignee or any other Assignee Party, directly or indirectly, for an automobile service station, petroleum station, gasoline station, automobile repair shop, convenience store, quick service or take-out restaurant or car wash, or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, any fuel used for internal combustion engines, lubricants in any form, automobile parts or accessories, tires, batteries, or other petroleum or petroleum-related products or convenience store items, except for the personal use or consumption of such products by Assignee or its sublessees of the Property, unless any such use is in connection with the operation of the Property as a Assignor branded service station. For purposes hereof, "Assignor branded service station" shall mean a motor fuel sales facility operating under the brand BP, Amoco, Arco or any other brand of Assignor or any of its affiliates or their respective successors and assigns. For purposes hereof, "convenience store" shall be defined as any retail store or outlet that sells any of the following items: cigarettes, chewing tobacco, snuff or other tobacco products; prepackaged soda, juice, water or other drinks; prepackaged beer, wine, spirits or other liquor; fountain drinks; coffee; donuts; muffins or other pastries; or candy.

The above covenants and use restrictions bind and restrict the use and operation of the Property by Assignee Parties as covenants and restrictions running with the land and each portion thereof, and are deemed to benefit Assignor as a direct or indirect user of, operator of, or supplier of Assignor branded fuels to Assignor branded service stations in the County in which the Property is located and are a material inducement and consideration for Assignor assigning its leasehold interest in the Lease to Assignee. These restrictive covenants will remain in full force and effect for a term of the earlier of: (i) twenty-five (25) from the date of this Assignment; or (ii) the remaining term of the Lease and any extensions available thereunder, provided that if the Assignee and/or any of Assignee Parties should at any time prior to the end of the twenty-five (25) year presumptive term of the restrictive covenants increase or change its interest in the Property, whether by acquiring the fee title thereto, an extension of the Lease or a new or longer lease thereof or otherwise, the restrictive covenants will remain in full force and effect for a term of the earlier of: (i) twenty-five (25) years from the date of this Assignment or (ii) the term of the extended Lease or new or longer lease and any extensions available thereunder, whereupon these restrictive covenants will automatically lapse and terminate and be of no further force or effect.

II. **Environmental Matters.**

A. **Environmental Restrictions.** To reduce risks to human health and/or the environment and to permit application of environmental corrective action standards or other protective activities that are consistent with applicable law, this conveyance is made by Assignor and accepted by Assignee on the

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express condition and subject to the following restrictions, notices, acknowledgments and covenants:

1. **Groundwater Exposure Restriction.** No water supply wells of any kind (including, without limitation, water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the Property (collectively, the "Groundwater Exposure Restriction"); provided, however, that the Groundwater Exposure Restriction does not prohibit the installation or use of any compliance wells or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of any remediation or environmental corrective action work on the Property now or in the future.

2. **Residential Use Restriction.** The Property shall not be used or occupied (if used or occupied at all) for residential purposes, and additionally, no part of the Property shall be used for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a medical or dental facility, a school, a church or other place of worship, a park or a hospital (collectively, the "Residential Use Restriction"). If applicable state environmental laws and regulations define residential use, any use that is deemed to be a residential use by such laws and regulations will also be a residential use as the terms are used herein.

3. **Construction and Excavation Restrictions.**

3.1 **Engineered Barriers and Below-grade Restriction.** Assignee shall place any engineered barrier on the Property as may be required by the Government. Any building or other improvements constructed on the Property shall have a slab-on-grade foundation, with the top of the slab at or above surface level, except for any building footings and/or underground utilities (the "Below-grade Restriction").

3.2 **Construction Workers' Caution Statement.** Prior to conducting any intrusive activities with respect to the Property, Assignee and the other Assignee Parties shall cause all construction workers performing or assisting with such activities to be notified of possible petroleum hydrocarbon encounters and appropriately trained and certified in accordance with all environmental, health and safety laws, rules, regulations and ordinances, including, without limitation, any and all Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HAZWOPER) requirements (including, without limitation, those set forth in 29 CFR 1910.120) (collectively, the "Construction Workers' Caution Restriction"). Such training shall at a minimum include both an initial 40 hour and future 8 hour refresher training and certifications in compliance with OSHA HAZWOPER requirements and any similar applicable requirements (whether existing as of the date of this conveyance or enacted or promulgated in the future).

3.3 **Removal and Disposal of Soil and Groundwater.** No soils shall be excavated at or removed from any portion of the Property, unless and until representative soil samples from such portion of the Property are first tested to determine whether any actionable levels of petroleum-related or other regulated chemicals are present, and if such levels are present, then (a) the excavation, management, disposal and/or removal of any such soils at or from such portion of the Property shall be governed by a written soil management plan ("Soil Management Plan") to be developed by Assignee or any other Assignee Party, as applicable, which shall comply with all applicable laws and regulatory requirements, and (b) Assignee, or any other Assignee Party, as applicable, obtains any required Government approval of the Soil Management Plan. Assignee and the other Assignee Parties shall be solely responsible for the proper and lawful performance and payment of (a) any and all soil excavation, hauling, transportation and disposal pursuant to the Soil Management Plan or otherwise, and (b) any extraction, dewatering and disposal of any groundwater to be extracted or removed from the Property

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arising out of or resulting from any development or other construction activities at the Property, including any required testing and treatment of such water (collectively, the "Soil and Groundwater Removal Restriction"). Except as may be otherwise expressly provided in the Agreement, Assignor shall not be obligated to pay any costs related to such soil excavation or groundwater extraction or any soil or groundwater removal or disposal, and/or any development of the Property.

3.4 **Notice.** Any notices required to be given to Assignor shall be given using the following address:

BP Products North America Inc.
 c/o Atlantic Richfield Company, VP Operations
 28100 Torch Parkway
 Warrenville, IL 60555
 Telephone No.: (630) 836-7138
 Facsimile No.: (630) 835-6336
 Site SS #: 9785
 Property Address: 1990 Mannheim Road, Des Plaines, IL 60018

B. **Duration.** The Groundwater Exposure Restriction, the Residential Use Restriction, the Below-grade Restriction, the Construction Workers' Caution Restriction, and the Soil and Groundwater Removal Restriction, including their related restrictions, notices, acknowledgments and affirmative covenants (collectively, the "Environmental Restrictions"), shall run with land and each portion thereof and shall be binding upon and inure to the benefit of Assignor, the other Assignor Parties, Assignee and the other Assignee Parties, and shall remain in full force and effect and bind and restrict the Property, unless and until the Environmental Restrictions (or any portion thereof) are either: (1) waived in writing by Assignor under conditions which, in Assignor's sole discretion, demonstrate that specific risks to human health and the environment are, have been, and/or will be appropriately reduced; or (2) released in writing by Assignor. Assignor may, at Assignee's request, release a portion or portions of the Environmental Restrictions from the Property upon Assignor's receipt from Assignee of an acknowledgment from the Government, obtained by Assignee at its sole cost and expense, that test results demonstrate that the Property meets the then-current soil and groundwater standards for the Property without that portion or portions of the Environmental Restrictions and that the Government approves the releasing of that portion or portions of the Environmental Restrictions.

III. Certain Environmental Acknowledgments, Covenants and Notices.

A. **Prior Use.** Assignee acknowledges that the Property has been used as a service station or for related purposes for the storage, sale, transfer and distribution of motor vehicle fuels, petroleum products or derivatives containing hydrocarbons.

B. **USTs.** Assignee acknowledges that underground storage tanks and associated product piping systems ("USTs") included in, on or under the Property may contain explosive gases and may have been used for the storage of motor fuels containing tetraethyl lead or other "antiknock" compounds which have made such USTs unfit for the storage of water or any other article or commodity intended for human or animal contact or consumption. Assignee expressly agrees not to use or permit the use of any such USTs for such purposes.

C. **Notice of Environmental Restrictions upon Conveyance.** Each instrument hereafter conveying any interest in the Property or the Lease any portion thereof by any of the Assignee Parties shall contain a recital acknowledging the Environmental Restrictions and providing the recording location

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of this Assignment upon such conveyance substantially in the following form: "The real property described herein is subject to the Environmental Restrictions made by BP Products North America Inc., as Assignor, for its benefit and for the benefit of other parties and persons as set forth therein, and recorded with the Office of the Recorder of _____ County on the _____ day of _____, 200____, in _____ County Deed Records at Volume ____, Page ____ and having Document No. _____ as if the same were fully set forth herein." Notwithstanding the foregoing, any failure to include such notice shall not, in and of itself, create any right or claim that any of the Environmental Restrictions or this Assignment are void, voidable or otherwise unenforceable in accordance with their terms.

IV. Defined Terms; Successors; Other.

Unless otherwise expressly noted herein, all initially capitalized terms used in this **Exhibit B** shall have the meanings ascribed to such terms as set forth in the Assignment to which this **Exhibit B** is attached. By accepting an assignment of the Lease (or otherwise succeeding, directly or indirectly, to any of Assignee's right, title or interest in or to the Property), each Assignee Party shall be conclusively deemed to have agreed to and accepted each and all of the terms, provisions and conditions of this **Exhibit B**, and to have agreed to be bound thereby. It is the intention of Assignor and Assignee that the terms, provisions, covenants and restrictions set forth in this **Exhibit B** shall be deemed to have vested upon the execution and delivery of this Assignment by Assignor and Assignee. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of the rule against perpetuities, then any such covenants and restrictions shall continue only until twenty-one (21) years after the death of the survivor of the now living Descendants of President George W. Bush. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of any other statutory or common law rule(s) or regulation(s) imposing time limits, then any such covenants and restrictions shall continue only for the longest period permitted under such statutory or common law rule(s) or regulation(s). If any term, provision, condition, covenant or restriction in this **Exhibit B** shall, to any extent, be invalid or unenforceable, the remainder of this **Exhibit B** (or the application of such term, provision, condition, covenant or restriction to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, condition, covenant and restriction set forth in this **Exhibit B** shall be valid and enforceable to the fullest extent permitted by law. Assignee acknowledges, for itself and the other Assignee Parties, that the breach of any of the covenants or restrictions contained in this **Exhibit B** on the part of Assignee or any other Assignee Party will result in irreparable harm and continuing damages to Assignor and Assignor's business, and that Assignor's remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to Assignor at law or in equity in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant or restriction by Assignee or any other Assignee Party. In the event that Assignee or any other Assignee Party shall breach any of the covenants or restrictions set forth in this **Exhibit B**, then Assignee or such other Assignee Party (as applicable) shall pay all of Assignor's costs and expenses (including reasonable attorneys' fees) incurred in enforcing such covenants and restrictions.

[End of **Exhibit B** to Assignment of Lease]