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This Instrument Was Prepared By
And after recording, return to:

Michael Sanchez
Shannon, Martin, Finkelstein & Alvarado, P.C.
1001 McKinney Street
Suite 1100
Houston, Texas 77002

Tax Parcel ID No.: 29-11-402-005



Doc#: 1007531050 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/16/2010 10:35 AM Pg: 1 of 9

ACCESS AGREEMENT

This **Access Agreement** ("**Agreement**"), dated as of the 8th day of March, 2010, is by and between Equilon Enterprises LLC d/b/a Shell Oil Products US, a Delaware limited liability company ("**Seller**"), with offices located at Pennzoil North Tower, 700 Milam Street, Office 2069A, Houston, Texas 77002 and True North Energy, LLC, a Delaware limited liability company, with offices located at 5565 Airport Highway, Toledo, Ohio 43615 ("**Buyer**").

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase and Sale Agreement dated as of the 8th day of March, 2010 (the "**Purchase Agreement**"), pursuant to which Seller has agreed to transfer to Buyer and Buyer has agreed to accept from Seller, all of Seller's right, title and interest in and to the Assets, including without limitation the Purchased Premises described on **Exhibit A** hereto (the "**Premises**"); and

WHEREAS, in accordance with the Purchase Agreement, Seller may require access to the Premises in connection with certain post-closing activities contemplated or required by the terms of the Purchase Agreement;

NOW, THEREFORE, in exchange for the mutual promises and considerations stated herein and in the Purchase Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer agree as follows:

ARTICLE 1. DEFINITIONS AND PROCEDURES

1.1 **Definitions and Procedures.** Unless defined in this Agreement or the context shall otherwise require, terms used and not defined herein shall have the meanings set forth in **Schedule A** to the Purchase Agreement, and unless otherwise provided in this Agreement, all rules as to usage and procedural conventions set forth in **Schedule B** to the Purchase Agreement shall govern this Agreement.

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ARTICLE 2. GRANT OF LICENSE

2.1 Grant of License. (a) Buyer, as owner or tenant of the Premises, hereby grants a nonexclusive irrevocable license from the date of this Agreement to Seller, its employees, authorized agents and contractors, to enter the Premises to perform any and all post Closing activities contemplated by Section 4.6 (*UST System Matters*), Section 9.6 (*Future Conveyances/ Leases*), Section 9.8 (*Post Closing Arrangements Relating to Purchased Premises*), Article 12 (*Environmental Indemnification*) and Article 13 (*Cooperation and Performance of Environmental Remediation and Indemnification*) of the Purchase Agreement, which activities include, but are not limited to, tank removal or closure activities, remediation activities, and engineering or environmental studies, tests, survey, appraisals or inspections.

(b) This Agreement is intended and shall be construed only as a temporary license and is not intended to be a grant of an easement or any other interest in the Premises.

ARTICLE 3. COVENANTS

3.1 Assignment, Successor and Assigns. In the event Buyer's interest in the Premises is conveyed, transferred or in any way assigned in whole or in part to any other person or entity, whether by contract, operation of law or otherwise, Buyer shall (a) provide prior written notice to Seller of such conveyance or transfer; and (b) comply with the provisions of Section 9.6 of the Purchase Agreement (*Future Conveyances/Leases*).

ARTICLE 4. TERMINATION

4.1 Termination. This Agreement shall automatically terminate, without any further action of either Seller or Buyer, upon the later to occur of (a) termination of Seller's rights and obligations under Section 4.6 of the Purchase Agreement (*UST System Matters*) or (b) termination of Seller's obligation, if any, to indemnify Buyer or perform Remediation pursuant to Article 12 (*Environmental Indemnification*) and/or Article 13 (*Cooperation and Performance of Environmental Remediation and Indemnification*) of the Purchase Agreement.

ARTICLE 5. INDEMNIFICATION; LIMITATIONS

5.1 Indemnification. This Agreement is delivered pursuant to the Purchase Agreement and is subject to the provisions, including, without limitation, provisions relating to indemnification by Seller and by Buyer, and the limitations in respect of such indemnification set forth therein.

ARTICLE 6. MISCELLANEOUS

6.1 Dispute Resolution. All disputes between Seller and Buyer arising out of, relating to, or in connection with this Agreement, including, without limitation, any Claim or question relating to this Agreement's negotiation, performance, non-performance, interpretation or termination or the relationship between Seller and Buyer contemplated or established by this

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Agreement, shall be referred to and finally resolved pursuant to the dispute resolution provisions of **Schedule B** of the purchase agreement. This Section 6.1 shall survive indefinitely.

6.2 Notice. Any notice, consent, request, report, demand, or other document required to be given to one Party by the other shall be in writing and be delivered to or mailed to the receiving Party at its address and in the manner set forth in the Purchase Agreement.

6.3 Environmental Investigation and Remediation. **Buyer agrees that Seller is under no obligation to Buyer to remedy or respond to any Environmental Condition at the Premises for which Seller is not responsible under the Purchase Agreement. Seller and Buyer agree that no provision of this Agreement shall expand Seller's obligations to respond to Environmental Conditions not specifically identified in the Purchase Agreement and shall not be construed to be an admission of liability, wrongdoing or violation of any Law by Seller or Buyer or their predecessors, successors or permitted assigns.**

6.4 Governing Law. This Agreement shall be construed in accordance with the internal laws of the State of Delaware, excluding any conflict of law principles that would direct application of the laws of another jurisdiction.

6.5 Waiver. No waiver by any party of any breach of the covenants and/or agreements set forth herein, or any rights or remedies provided hereunder and no course of dealing shall be deemed a continuing waiver of the same or any other breach, right or remedy, unless such waiver is in writing and is signed by the party sought to be bound. The failure of a party to exercise any right or remedy shall not be deemed a waiver of such right or remedy in the future.

6.6 Collective Transaction. Seller and Buyer acknowledge that this Agreement has been entered into and Seller and Buyer have agreed to perform post-Closing obligations under the Purchase Agreement in connection with, and in reliance on, the other party's execution of and agreement to perform under each of this Agreement, the Purchase Agreement and the Branding Agreement, which, in the case of this Agreement and the Branding Agreement, run with and burden the Purchased Premises.

[Signatures appear on the following page.]

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IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as of the dates set forth above.

"SELLER":

EQUILON ENTERPRISES LLC
d/b/a Shell Oil Products US

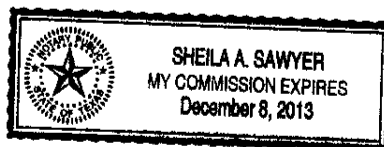
By: Scott C. David
Name: Scott C. David
Title: JV Formation Manager

STATE OF TEXAS)
) SS.
COUNTY OF HARRIS)

On this 5th day of March, 2010, before me appeared Scott C. David, to me personally known, who, being by me duly sworn did say that he is the JV Formation Manager of Equilon Enterprises LLC d/b/a Shell Oil Products US, a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company.

Sheila A. Sawyer
Notary Public in and for the
State of Texas

My commission expires:



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"BUYER":

**TRUE NORTH ENERGY, LLC
By: The Lyden Company, its member**

By: *W. G. Lyden III*
Name: W. G. Lyden III
Title: Chief Executive Officer

Property of Cook County

STATE OF OHIO)
) SS.
COUNTY OF LUCAS)

On this 4th day of March, 2010, before me appeared W.G. Lyden III, to me personally known, who, being by me duly sworn did say that he is the Chief Executive Officer, of The Lyden Company, member of TRUE NORTH ENERGY, LLC a Delaware limited liability company, and that said instrument was signed on behalf of said limited liability company.

Karen S. Wainer
Notary Public in and for the
State of _____

My commission expires:



KAREN S. WAINER
Notary Public, State of Ohio
My Commission Expires 06-04-2011

Notary's Office

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Exhibit A
Legal Description

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CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008426129 D1
 STREET ADDRESS: 1445 EAST SIBLEY
 CITY: DOLTON COUNTY: COOK
 TAX NUMBER: 29-11-402-005-0000

LEGAL DESCRIPTION:

THAT PART OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 36 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, 2.33 FEET WEST OF THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, A DISTANCE OF 51.02 FEET; THENCE SOUTHWESTERLY ALONG THE EXISTING RIGHT OF WAY LINE OF THE CALUMET EXPRESSWAY TO THE CENTER LINE OF MICHIGAN CITY ROAD, A DISTANCE OF 274.51 FEET; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF MICHIGAN CITY ROAD, A DISTANCE OF 445.34 FEET TO THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 11; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTH EAST 1/4 OF SAID SECTION 11, A DISTANCE OF 361.30 FEET TO THE POINT OF BEGINNING

(EXCEPT THEREFROM THE FOLLOWING: THE NORTH 30 FEET THEREOF AND EXCEPT THE SOUTHWESTERLY 33 FEET THEREOF TAKEN FOR ROAD PURPOSES AND EXCEPT THAT PORTION DEDICATED BY INSTRUMENT RECORDED AS DOCUMENT NUMBER 7620638

AND ALSO EXCEPT THAT PORTION TAKEN BY CONDEMNATION IN CASE NO. 79L25163 DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, 2.33 FEET WEST OF THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE EASTERLY ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, A DISTANCE OF 51.02 FEET; THENCE SOUTHWESTERLY ALONG THE EXISTING RIGHT OF WAY LINE OF THE CALUMET EXPRESSWAY FOR A DISTANCE OF 40.89 FEET TO THE POINT OF BEGINNING; THENCE WEST ALONG A LINE PARALLEL WITH AND 40.0 FEET NORMALLY DISTANT SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11, FOR A DISTANCE OF 219.56 FEET; THENCE SOUTHERLY ALONG A LINE THAT FORMS AN ANGLE OF 53 DEGREES 41 MINUTES 07 SECONDS TO THE LEFT OF A PROLONGATION OF THE LAST DESCRIBED LINE FOR A DISTANCE OF 21.71 FEET; THENCE SOUTHERLY ALONG A LINE FOR A DISTANCE OF 21.71 FEET, MORE OR LESS, TO A POINT 40.0 FEET NORMALLY DISTANCE NORTHEASTERLY OF THE CENTERLINE OF MICHIGAN CITY ROAD; THENCE SOUTHEASTERLY ALONG A LINE 40.0 FEET NORTHEAST OF AND PARALLEL TO THE CENTER LINE OF MICHIGAN CITY ROAD FOR A DISTANCE OF 242.34 FEET, MORE OR LESS, TO THE EXISTING RIGHT OF WAY LINE OF THE CALUMET EXPRESSWAY; THENCE SOUTHERLY ALONG THE EXISTING RIGHT OF WAY LINE OF THE CALUMET EXPRESSWAY FOR A DISTANCE OF 7.73 FEET; MORE OR LESS, TO THE NORTHERLY RIGHT OF WAY LINE OF MICHIGAN CITY ROAD; THENCE NORTHWESTERLY ALONG A LINE 33.0 FEET NORTHEASTERLY OF AND PARALLEL TO THE CENTERLINE OF MICHIGAN CITY ROAD FOR A DISTANCE OF 247.46 FEET; THENCE NORTHWESTERLY ALONG A LINE THAT FORMS AN ANGLE OF 33 DEGREES 37 MINUTES 45 SECONDS TO THE RIGHT OF A PROLONGATION OF THE LAST DESCRIBED LINE FOR A DISTANCE

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Exhibit A
continued



CHICAGO TITLE INSURANCE COMPANY

ORDER NUMBER: 1401 008426129 D1
STREET ADDRESS: 1445 EAST SIBLEY
CITY: DOLTON COUNTY: COOK
TAX NUMBER:

LEGAL DESCRIPTION:

OF 34.82 FEET; THENCE NORTHEASTERLY ALONG A LINE THAT FORMS AN ANGLE OF 71 DEGREES 46 MINUTES 30 SECONDS TO THE RIGHT OF A PROLONGATION OF THE LAST DESCRIBED LINE FOR A DISTANCE OF 34.82 FEET, MORE OR LESS, TO A POINT 30.0 FEET NORMALLY DISTANT SOUTH OF THE NORTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 11; THENCE EAST ALONG A LINE 30 FEET SOUTH OF AND PARALLEL TO THE SAID NORTH LINE FOR A DISTANCE OF 222.52 FEET TO A POINT ON THE EXISTING RIGHT OF WAY LINE OF THE CALUMET EXPRESSWAY; THENCE SOUTHWESTERLY ALONG THE EXISTING RIGHT OF WAY LINE OF SAID EXPRESSWAY FOR A DISTANCE OF 10.22 FEET TO THE POINT OF BEGINNING) IN COOK COUNTY, ILLINOIS.

Approved by Cook County Clerk's Office

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1/2**UNOFFICIAL COPY****CHICAGO TITLE INSURANCE COMPANY**

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