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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



Doc#: 1008231042 Fee: \$48.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 03/23/2010 12:39 PM Pg: 1 of 7

Tax Parcel ID No.: 09-30-410-020

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**

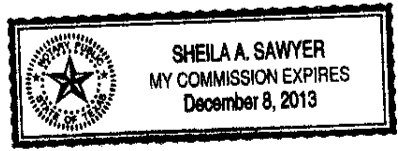
By: Scott C. David
Name: Scott C. David
Title: JV Formation Manager

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:

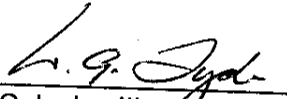


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"BUYER":

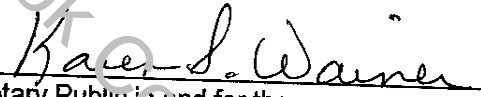
TRUE NORTH ENERGY, LLC

By: The Lyden Company, its member

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

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.


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

137012 1/2

UNOFFICIAL COPYExhibit A
Legal Description**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1401 008426127 D1
 STREET ADDRESS: 600 E TOUHY
 CITY: DES PLAINES COUNTY: COOK
 TAX NUMBER: 09-30-410-020-0000

LEGAL DESCRIPTION:**PARCEL 1:**

THE WEST 135 FEET AS MEASURED ON THE NORTH AND SOUTH LINES THEREOF OF LOT 10 IN BLOCK 10 IN DOUGLAS MANOR, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THEREFROM THAT PART LYING SOUTHERLY OF THE FOLLOWING DESCRIBED COURSE TO WIT: BEGINNING AT A POINT ON THE EAST LINE OF SAID WEST 135.0 FEET OF LOT 10; DISTANT 15.0 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID LOT 10; THENCE WESTERLY PARALLEL WITH SAID SOUTH LINE OF LOT 10, A DISTANCE OF 77.0 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVED LINE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 75.0 FEET AND A CENTRAL ANGLE OF 53 DEGREES, 34 MINUTES, 24 SECONDS A DISTANCE OF 70.12 FEET TO A POINT IN THE WEST LINE OF SAID LOT 10, DISTANT 92.05 FEET NORTH, MEASURED AT RIGHT ANGLES FROM THE SOUTH LINE OF SAID SECTION 30)

ALSO EXCEPTING

THAT PART DESCRIBED AS BEGINNING AT A POINT IN THE EAST LINE OF SAID WEST 135.00 FEET DISTANT NORTH 00 DEGREES 29 MINUTES 28 SECONDS WEST (ASSUMED BEARING) 15.01 FEET FROM THE SOUTH LINE OF SAID LOT 10; THENCE SOUTH 87 DEGREES 01 MINUTES 45 SECONDS WEST ALONG THE NORTHERLY RIGHT OF WAY LINE OF TOUHY AVENUE 77.00 FEET; THENCE NORTHWESTERLY 70.12 FEET (RECORD) 65.06 FEET (CALCULATED) ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 75 FEET (RECORD) 73.22 FEET (COMPUTED) THROUGH A CENTRAL ANGLE OF 53 DEGREES 34 MINUTES 24 SECONDS (RECORD) 50 DEGREES 54 MINUTES 35 SECONDS (COMPUTED) TO A POINT IN THE WEST LINE OF SAID LOT 10 DISTANT NORTHERLY 92.05 FEET FROM THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 30 MEASURED AT RIGHT ANGLES THERETO; THENCE NORTH 00 DEGREES 29 MINUTES 28 SECONDS WEST, NOT TANGENT TO SAID CURVE, ALONG THE WEST LINE OF SAID LOT 10 A DISTANCE OF 92.05 FEET TO THE NORTHWEST CORNER THEREOF; THENCE NORTH 87 DEGREES 01 MINUTES 45 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 3.08 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 07 SECONDS EAST 19.22 FEET; THENCE SOUTH 06 DEGREES 08 MINUTES 04 SECONDS EAST 45.42 FEET; THENCE SOUTHEASTERLY 72.76 FEET ALONG A TANGENTIAL CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 48.00 FEET AND A CENTRAL ANGLE OF 86 DEGREES 51 MINUTES 23 SECONDS; THENCE NORTH 87 DEGREES 00 MINUTES 33 SECONDS EAST, TANGENT TO SAID CURVE, 77.53 FEET TO THE EAST LINE OF SAID WEST 135.00 FEET; THENCE SOUTH 00 DEGREES 29 MINUTES 28 SECONDS EAST ALONG SAID EAST LINE 10.06 FEET TO THE POINT OF BEGINNING (SEE CONDEMNATION 91L50455))

PARCEL 2:

(CONTINUED)

137012 2/2

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continued**CHICAGO TITLE INSURANCE COMPANY**

ORDER NUMBER: 1401 008426127 D1
 STREET ADDRESS: 600 E TOUHY
 CITY: DES PLAINES COUNTY: COOK
 TAX NUMBER: 09-30 - 410 - 020 - 0000
 LEGAL DESCRIPTION:

EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY THE DEED FROM HARRIS TRUST AND SAVINGS BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED MARCH 27, 1961 AND KNOWN AS TRUST NUMBER 30267 TO CORKILL ELECTRIC COMPANY, AN ILLINOIS CORPORATION TO AN UNDIVIDED 1/2 AND ARTHUR WOSCH AND FRANCES WOSCH, HIS WIFE AS JOINT TENANTS TO AN UNDIVIDED 1/2 DATED NOVEMBER 27, 1962 AND RECORDED MARCH 19, 1963 AS DOCUMENT 18746043 FOR EGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PREMISES:

THAT PART OF LOT 10 IN BLOCK 10 IN DOUGLAS MANOR BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID LOT 10, 135 FEET EAST OF THE SOUTHWEST CORNER OF SAID LOT 10, THENCE NORTH ALONG A LINE DRAWN PARALLEL WITH THE WEST LINE OF SAID LOT 10, A DISTANCE OF 25 FEET, THENCE SOUTHEASTERLY ALONG A STRAIGHT LINE DRAWN TO A POINT ON THE SOUTH LINE OF SAID LOT 10, 15 FEET EAST OF THE POINT OF BEGINNING, THENCE WEST 15 FEET TO THE POINT OF BEGINNING (EXCEPTING THEREFROM THE SOUTH 15 FEET MEASURED AT RIGHT ANGLES TO THE SOUTH LINE THEROF)

ALSO THAT PART OF LOT 9 IN BLOCK 10 IN DOUGLAS MANOR, BEING A SUBDIVISION OF THE EAST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 30, TOWNSHIP 41 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN LYING SOUTHWESTERLY OF A STRAIGHT LINE DRAWN FROM A POINT ON WEST LINE OF SAID LOT 9, 15 FEET NORTH OF SOUTHWEST CORNER OF SAID LOT 9 TO A POINT ON THE SOUTH LINE OF SAID LOT 9, 25 FEET EAST OF SAID SOUTHWEST CORNER OF LOT 9, ALL IN COOK COUNTY, ILLINOIS