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Doc#: 1014134081 Fee: \$58.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/21/2010 02:29 PM Pg: 1 of 12

After Recording, Return To:

Riteline Properties, LLC
200 W. Higgins Road
Shaumburg, IL 60195

This Instrument Was Prepared By:

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

Tax Parcel No.: 08-21-103-034-0000

SPECIAL WARRANTY DEED

This Special Warranty Deed, dated to be effective as of the 14th day of May, 2010 ("**Effective Date**"), is by and between Equilon Enterprises LLC d/b/a Shell Oil Products US, a Delaware limited liability company with offices located at Pennzoil North Tower, 700 Milam Street, Office 2069A, Houston, Texas 77002 ("**Grantor**") and Riteline Properties, LLC, an Illinois limited liability company, with offices located at 200 W. Higgins Road, Schaumburg, IL 60195 ("**Grantee**") and is delivered pursuant to and is subject to the provisions and limitations of that certain Asset Purchase and Sale Agreement, dated as of the 14th day of May, 2010, by and between Grantor and Grantee (the "**Purchase Agreement**").

WITNESSETH:

For and in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and other good and valuable consideration set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby GRANT, BARGAIN and SELL unto Grantee, its successors and assigns forever, all of Grantor's right, title and interest, if any, in and to the Premises more particularly described in **Exhibit A** attached hereto and made a part hereof (the "**Premises**"), together with any buildings, fixtures and improvements owned by Grantor and located thereon.

Together with all right, title and interest, if any, of Grantor in and to any streets and roads abutting the Premises to the center lines thereof, plus all the estate and rights of Grantor in and to any easements, rights, privileges, appurtenances, strips and gores and all other hereditaments appurtenant to the Premises;

Grantor expressly SAVES, RETAINS, RESERVES and EXCEPTS from this conveyance unto itself and its successors and assigns, all right, title and interest, if any, 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 but only to the extent any of the foregoing is in its natural state and natural location and not subject to the dominion and control of any person, and, upon thirty (30) days prior written notice to Grantee, the right to explore for, develop and produce same, as well as the right to lease such portion of the Premises hereby reserved for such purposes, and all mineral and royalty rights whatsoever in, on, under and pertaining to the Premises; but Grantor, its successors and assigns, shall have no right to use, or right of ingress to or egress from any part

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of the surface of the Premises for exploration and producing purposes, except with respect to (i) current activities at and any existing contractual or leasehold rights granted to third parties and (ii) any additional activities which have been consented to in writing by Grantee, whose consent shall not be unreasonably withheld. Except as set forth in the preceding sentence, any oil and gas drilling operations, shall be conducted by means of wells, the surface locations of which are on other lands and which may be drilled into and bottomed in or under the Premises. Grantor shall exercise its rights under the foregoing mineral, oil and gas reservation so as not to disturb any improvements, installations, petroleum or other products contained in such improvements or installments or surface activities on the Premises. Grantor is to receive and retain all bonuses, rentals and royalties payable under any such mineral, oil and gas lease or leases. Grantor may assign, transfer, sell or convey such oil, gas and mineral reservation to any person, corporation, partnership or other entity.

This conveyance is made by Grantor and accepted by Grantee SUBJECT TO all reservations, exceptions, restrictions, easements, encumbrances, rights of way, ad valorem taxes, zoning regulations, other matters of record which are currently valid and subsisting, and which affect the herein described Premises and the items set forth on **Exhibit B**, to the extent that the same are currently valid and enforceable against the Premises.

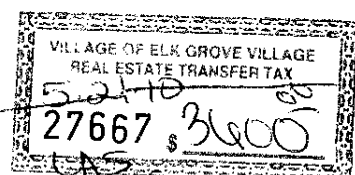
TO HAVE AND TO HOLD the Premises unto Grantee, its successors and assigns in fee simple forever; but:

IN ADDITION TO THE FOREGOING, Grantor grants the Premises to Grantee subject to the following covenants and restrictions:

1. From and after the Effective Date until December 31, 2030 ("**Termination Date**"), if motor fuel is stored, advertised or sold at or from the Premises, the motor fuel stored, advertised or sold shall be sold under the "Shell" trademark ("**Brand Covenant**"), all as more fully set forth in that certain Branding and Product Purchase Commitment Agreement dated as of the Effective Date, by and between Grantor and Grantee ("**Branding Agreement**"), whose terms and provisions are incorporated in this Special Warranty Deed by reference. The Brand Covenant shall expire automatically on the Termination Date without need for filing a release, or other action of either Grantor or Grantee. The Premises and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered and conveyed subject to the Brand Covenant. Grantor and Grantee intend and agree that the Brand Covenant and the remedies for breach thereof, as provided in the Branding Agreement, shall be covenants running with the land. The benefits of the Brand Covenant shall inure to the benefit of Grantor, its successors and assigns. The burdens of the Brand Covenant shall apply to the entire Premises, shall pass with each and every portion of the Premises, and shall apply to and bind Grantee and Grantee's respective successors, assigns, transferees and subsequent owners in interest of the Premises.

2. Until the Termination Date, Grantor retains a right of first refusal to purchase the Premises, pursuant to the terms of the Branding Agreement ("**Right of First Refusal**"). The Right of First Refusal shall expire automatically on the Termination Date, without need for filing a release, or other action of either Grantor or Grantee. The terms of the Right of First Refusal are set forth on **Exhibit C**.

3. Grantee has granted a right of access to Grantor pursuant to the terms of an Access Agreement dated as of the Effective Date, which is being recorded on the same day as this instrument.



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4. Grantee covenants and agrees that it shall not install and, it shall prevent any subsequent purchaser or permitted assignee of the Premises from installing, any well or other tank, pump or related equipment for the use or storage of potable water at the Premises. Grantee further covenants and agrees that it shall not improve or use, and shall prohibit any subsequent purchaser or assignee of the Premises from using or improving, the Premises for residential purposes (including multi-family residential uses), or for any hospital, school, elder care or day care center or for a park or playground. Grantee further covenants and agrees that it shall not materially change the use of the Premises in such a way as to increase the level of clean-up required by any governmental entity for any environmental condition which had affected the Premises as of the Effective Date.

5. Grantor and Grantee intend and agree that each of the Covenants Nos. 1, 2, 3 and 4, above, shall be covenants running with the land. The benefits of the covenants shall inure to the benefit of Grantor, its successors and assigns. The burdens of the covenants shall apply to the entire Premises, shall pass with each and every portion of the Premises, and shall apply to and bind Grantee and Grantee's respective successors, assigns, transferees and subsequent owners in interest of the Premises. Grantee agrees to include the foregoing restrictions, covenants and conditions, including but not limited to the Brand Covenant, in any conveyance or assignment of the Premises to a successor grantee and, as a condition of any conveyance of the Premises, to require successor grantees to enter into an agreement assuming all obligations of Grantee under Article 2 (Brand Covenant) of the Branding Agreement.

6. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, GRANTEE ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT GRANTEE HAS BEEN GIVEN THE OPPORTUNITY TO MAKE FULL AND COMPLETE INSPECTIONS OF THE PREMISES TO GRANTEE'S SATISFACTION PRIOR TO THE DATE HEREOF AND THAT, AS OF THE DATE HEREOF, GRANTEE IS RELYING SOLELY ON GRANTEE'S OWN INVESTIGATIONS OF THE PREMISES AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, OR ANY AGENT, REPRESENTATIVE OR OTHER PARTY ACTING, OR PURPORTING TO ACT, ON BEHALF OF GRANTOR. IT IS THE UNDERSTANDING AND INTENTION OF THE PARTIES THAT THE SALE OF THE PREMISES FROM GRANTOR TO GRANTEE IS MADE ON A STRICT "AS IS, WHERE IS" BASIS AND WITH ALL FAULTS. GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, RELATING TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OR PRESENT OR FUTURE CONDITION OF THE ASSETS, INCLUDING WITHOUT LIMITATION THE PREMISES, (B) THE COMPLIANCE OF, OR BY, THE PREMISES WITH ANY LAWS OF ANY APPLICABLE GOVERNMENTAL ENTITY, (C) THE LIABILITY, MERCHANTABILITY, MARKETABILITY, OR PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PREMISES, INCLUDING WITHOUT LIMITATION THE ASSETS THEREON, OR (D) ANY OTHER MATTER WITH RESPECT TO THE ASSETS. GRANTEE REPRESENTS TO GRANTOR THAT GRANTEE IS RELYING, HAS RELIED AND SHALL IN THE FUTURE RELY SOLELY UPON ITS OWN INVESTIGATIONS, INSPECTIONS AND STUDIES OF THE PREMISES, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR, GRANTOR'S AGENTS OR CONTRACTORS OR OTHERWISE GENERATED FROM THIRD PARTY SOURCES. GRANTOR SHALL NOT BE LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR

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WRITTEN STATEMENT, REPRESENTATION OR INFORMATION PERTAINING TO THE PREMISES OR THE OPERATION THEREOF FURNISHED BY ANY PARTY PURPORTING TO ACT ON BEHALF OF GRANTOR, INCLUDING, WITHOUT LIMITATION, ANY AGENT, BROKER OR SALESPERSON. GRANTEE ACKNOWLEDGES THAT THE PURCHASE PRICE HAS BEEN SPECIFICALLY NEGOTIATED AND ADJUSTED TO TAKE INTO ACCOUNT THE AS-IS NATURE OF THIS SALE AND THE DISCLAIMERS AND WAIVER OF REPRESENTATIONS AND WARRANTIES AS STATED HEREIN.

Grantee hereby acknowledges that the terms, conditions and duration of the foregoing restrictions, covenants, and conditions are fair and reasonable. Grantee hereby agrees that, in the event the foregoing restrictions, covenants or conditions are violated, Grantor, and/or any successor-in-interest to Grantor, (i) may elect to enforce the foregoing restrictions, covenants and conditions by an action in equity to obtain an injunction against any violation of the foregoing restrictions, covenants, and conditions; and (ii) may pursue any other remedy available at law or in equity for any breach of the foregoing restrictions, covenants, or conditions.

All purchasers, lessees, and possessors of all or any portion of the Premises shall be deemed by their purchase, leasing, or possession of the Premises to have agreed to the foregoing restrictions, covenants, and conditions. Grantee's acceptance of the deed to the Premises evidences Grantee's acceptance of, and agreement to, the foregoing restrictions, covenants, and conditions, and Grantee acknowledges that Grantee has received adequate and sufficient consideration for Grantee's acceptance of and agreement to the foregoing restrictions, covenants, and conditions. Any failure to enforce any breach of the foregoing restrictions, covenants, and conditions shall not constitute a waiver of the foregoing restrictions, covenants, and conditions, or of any subsequent breach thereof, or any remedy that may be exercised for breach thereof. Any waiver of any breach of the foregoing restrictions, covenants, and conditions shall not constitute a waiver of any subsequent breach thereof, or of any remedy that may be exercised for breach thereof. The exercise of any remedy for any breach of the foregoing restrictions, covenants, and conditions shall not preclude the exercise of any other remedy for any breach of the foregoing restrictions, covenants, and conditions.


SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor shall warrant specially the Premises herein conveyed and shall defend title to the Premises against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise provided, that this conveyance and the special warranty made by Grantor contained herein are subject to the matters contained herein and to any and all matters of record. The preceding sentence is for the benefit of Grantee and the parties now or hereafter constituting Grantee and may not be relied on, or enforced by, any other entity, including, without limitation, any direct or remote successor in title to Grantee, or any title insurer of Grantee, or its direct or remote successors in title, by way of subrogation or otherwise.

[Signatures appear on the following page.]

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"GRANTEE":

Riteline Properties, LLC

By: 
 Name: ROBERT STAMBOUL
 Title: MANAGER

STATE OF Illinois)
) SS.
 COUNTY OF Cook)

On this 14th day of May, 2010, before me appeared Robert Stamboul, to me personally known, who, being by me duly sworn did say that he is the MANAGER of Riteline Properties, LLC and that said instrument was signed on behalf of said limited liability company.


 NOTARY PUBLIC
 Print Name: IRENE A SCHULTE

Notary Public in and for the State of _____
 My commission expires: _____



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Exhibit A Legal Description

CC# 137022

Address: 1 East Higgins, Elk Grove Village, Illinois

Tax Parcel No.: 08-21-403-034-0000

PARCEL 1:

LOT 1 IN SHELL OIL COMPANY'S CONSOLIDATION PLAT OF PART OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 92476264, (EXCEPTING THEREFROM, THAT PART OF LOT 2 IN SCHNELL'S DIVISION, BEING A SUBDIVISION IN SECTION 21, TOWNSHIP 41 NORTH, RANGE EAST OF THE THIRD PRINCIPAL MERIDIAN AND THAT PART OF LOT 1 IN ELK GROVE VILLAGE SECTION 1 NORTH, BEING A SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 41 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALSO KNOWN AS PART OF LOT 1 IN SHELL OIL COMPANY'S CONSOLIDATION PLAT, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 1992 AS DOCUMENT 92476264, ALL IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE EASTERLY EXISTING RIGHT OF WAY LINE OF ARLINGTON HEIGHTS ROAD WITH A LINE 149.04 FEET NORMALLY DISTANT SOUTHERLY AND PARALLEL WITH THE MOST NORTHERLY OF SAID LOT 1 EXTENDED WESTERLY; THENCE ON AN ASSUMED BEARING OF NORTH 13 DEGREES 45 MINUTES 37 SECONDS EAST ALONG THE EASTERLY EXISTING RIGHT OF WAY LINE OF ARLINGTON HEIGHTS ROAD 39.56 FEET TO AN ANGLE POINT ON THE EASTERLY EXISTING RIGHT OF WAY LINE OF ARLINGTON HEIGHTS ROAD; THENCE NORTH 17 DEGREES 42 MINUTES 37 SECONDS EAST ALONG THE EASTERLY EXISTING RIGHT OF WAY LINE OF ARLINGTON HEIGHTS ROAD 105.16 FEET TO AN ANGLE POINT ON THE EASTERLY EXISTING RIGHT OF WAY LINE OF ARLINGTON HEIGHTS ROAD; THENCE NORTH 58 DEGREES 10 MINUTES 12 SECONDS EAST 46.57 FEET (46.52 FEET, RECORDED) TO THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF HIGGINS ROAD; THENCE SOUTH 82 DEGREES 47 MINUTES 23 SECONDS EAST ALONG THE SOUTHERLY EXISTING RIGHT OF WAY LINE OF HIGGINS ROAD 9.07 FEET TO A POINT ON A 20.00 FOOT RADIUS CURVE, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 7 DEGREES 12 MINUTES 37 SECONDS WEST FROM SAID POINT; THENCE SOUTHERLY ALONG SAID CURVE CENTRAL ANGLE 80 DEGREES 13 MINUTES 53 SECONDS, 28.01 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A 2945.57 FOOT RADIUS CURVE CONCAVE EASTERLY, THE CENTER OF CIRCLE OF SAID CURVE BEARS SOUTH 75 DEGREES 01 MINUTE 16 SECONDS EAST FROM SAID POINT, CENTRAL ANGLE 3 DEGREES 03 MINUTES 19 SECONDS, 157.07 FEET TO A POINT 149.04 FEET NORMALLY DISTANT SOUTHERLY OF THE MOST SOUTHERLY LINE OF SAID LOT 1 EXTENDED WESTERLY; THENCE NORTH 82 DEGREES 47 MINUTES 23 SECONDS WEST ALONG A LINE 149.04 FEET NORMALLY DISTANT SOUTHERLY AND PARALLEL WITH THE MOST NORTHERLY LINE OF SAID LOT 1 EXTENDED WESTERLY 26.69 FEET TO THE POINT OF BEGINNING.) IN COOK COUNTY, ILLINOIS.

PARCEL 2:

EASEMENT APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1, AFORESAID, AS CREATED BY AGREEMENT DATED JANUARY 17, 1992 AND RECORDED APRIL 21, 1992 AS DOCUMENT NUMBER 92261461 AND FOR INGRESS AND EGRESS OVER, UPON AND ACROSS THOSE PORTIONS OF THE PROPERTY LYING EAST AND SOUTH OF THE LAND DESCRIBED IN AFORESAID PARCEL 1, AS DEPICTED ON EXHIBIT 'C' ATTACHED TO AFORESAID AGREEMENT.

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Exhibit B Permitted Encumbrances

CC# 137022
1 EAST HIGGINS
ELK GROVE VILLAGE, IL

1. The lien for real property taxes for the year 2010, and any liens for special assessments which as of the date hereof, are not due and payable.
2. Grant made by Rudolph Benke and Margaret Benke to the Illinois Bell Telephone Company and the Commonwealth Edison Company, dated November 15, 1950, and recorded January 24, 1951, as Document No. 14997833, granting the right to install and maintain all equipment for the purpose of serving the land and other property with telephone and electric service with the right of access thereto, in, upon, under and along the public roads, streets and highways on or adjoining the subject property affecting that part of the underlying land in Lot 2 in Schnell's Subdivision.
3. Rights of the public, the State of Illinois and the municipality in and to that part of the land taken or used for road purposes, including that part in Higgins Road and Arlington Heights Road affecting that part of the underlying land in Lot 2 in Schnell's Subdivision and Lot 1 in Elk Grove Village Section One North.
4. Easement reserved for and granted to Elk Grove Water and Sewer Company, a corporation of Illinois, in, along, and under public places for the purposes of installing, maintaining, renewing, etc., facilities for furnishing water in said Subdivision as disclosed by Plat of Subdivision recorded January 21, 1957, as Document No. 16806228 and filed January 21, 1957, as Document No. 1718827. Said Elk Grove Water and Sewer Company, Inc., conveyed water system and easements to the Village of Elk Grove Village by that certain Deed recorded May 21, 1963, as Document No. 18749189 and Document No. 18749190, affecting that part of the underlying Lot 1 in Elk Grove Village.
5. Rights of the public, the municipality and the State of Illinois in and to part falling in Higgins Road affecting that part of the underlying land in Lot 2 in Schnell's Subdivision and Lot 1 in Elk Grove Village Section One North.
6. Terms, provisions, and conditions relating to the easement described as Parcel 2 contained in the Instrument creating such easement. Rights of the adjoining owner or owners to the concurrent use of the easement.
7. Easement for public utilities, sewer, water, drainage and cable TV as shown on the Shell Oil Company's Consolidation Plat, aforesaid, and recorded among the plat records of Cook County, Illinois, as Document Number 92476264, affecting the north, westerly & northwesterly 10 feet of Lot 1.
8. Private easement for sanitary sewer and water service as shown on the Shell Oil Company's Consolidation Plat, aforesaid, recorded as Document Number 92476264, affecting the easterly 10 feet of Lot 1.

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9. Easement reserved for and granted to the Commonwealth Edison Company, the Illinois Bell Telephone Company, and Cable Television franchises, if any, their respective successors and assigns as shown on the Shell Oil Company's Consolidation Plat, aforesaid, recorded as Document Number 92476264, in, upon, along, and under those parts of the lots hereon indicated by broken lines on this plat and marked "easement for underground public utilities, sewer, water, drainage, and cable TV." or marked "easement for public utilities, sewer, water, drainage, and cable TV and in, upon, along, and under the streets, roads, boulevards, lanes, drives and public places shown on this plat where necessary to install, construct, lay, maintain, operate, relocate, renew and remove equipment consisting of poles, pole structures, push poles, braces, anchor guys, studs, wires and underground conduits, cables, cable poles, and other necessary electrical facilities for the purpose of servicing the subdivision residents and owners of property therein, and adjoining property with electric and telephone service, together with the right of ingress thereof and to transmit and distribute by means of said electrical equipment, electricity to be used for heat, light, power, telephone and other purposes, and also to trim and remove from time to time such trees, bushes and saplings as may be reasonably required incident to the installation and maintenance of such facilities. No permanent buildings shall be placed on said easement but same may be used for gardens, shrubs, landscaping, and other purposes that do not interfere with said easement for public utilities purposes. Said easement is also reserved for and granted to the Village of Elk Grove Village, to install, lay, construct, renew, operate and maintain sewer and water mains.
10. Easement reserved for and granted to Northern Illinois Gas Company, their respective successors and assigns as shown on the Shell Oil Company's Consolidation Plat, aforesaid, recorded as Document Number 92476264 in all streets, roads, boulevards, lanes, drives and public places shown on this plat in, upon, along, and under those parts of the lots hereon indicated by broken lines on this plat and marked "easement for underground public utilities, sewer, water, drainage, and cable TV or marked "easement for public utilities, sewer, water, drainage, and cable TV. Said easement to be for the installation, maintenance, relocation and removal of gas facilities.
11. Reciprocal Easement Agreement dated January 17, 1992, and April 21, 1992, as Document No. 92261461 made by Chicago Title and Trust Company, as Trustee under Trust Agreement dated July 1, 1974, and known as Trust Number 64465 and Shell Oil Company.
12. Maintenance Agreement recorded April 1, 1992 as Document No. 92261463 made by and between Chicago Title and Trust Company as Trustee under Trust Agreement dated July 1, 1974, and known as Trust Number 64465 and Shell Oil Company to provide maintenance of a water service line to be installed within the land and other property.
13. Reservation contained in Limited Warranty Deed from Shell Oil Company to Equilon Enterprises LLC, July 22, 1998, as Document Number 98638722 that Grantor expressly saves, retains, reserves and excepts from their conveyance unto themselves and their successors and assigns, all right, title and interest, if

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any, 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, but only to the extent any of the foregoing is in its natural state and natural location and not subject to the dominion and control of any person, and upon 30 days prior written notice to grantee, the right to explore for, develop and produce same, as well as the right to lease such portion of the property hereby reserved for such purposes and all mineral and royalty rights whatsoever in, on, under and pertaining to the property; but Grantor, its successors and assigns, shall have no right to use, or right of ingress to or egress from any part of the surface of the property for exploration and producing purposes, except with respect to current activities at and any existing contractual or leasehold rights granted to third parties, any additional activities which have been consented to in writing by Grantee, whose consent shall not be unreasonably withheld. Except as set forth in the preceding sentence, any oil and gas drilling operations shall be conducted by means of wells, the surface locations of which are on other lands and which may be drilled into and bottomed in or under the property. Grantor shall exercise its rights under the foregoing mineral, oil and gas reservation so as not to disturb any improvements, installations, petroleum or other products contained in such improvements or installments or surface activities on the property. Grantor is to receive and retain all bonuses, rentals and royalties payable under any such mineral, oil and gas lease or leases. Grantor may assign, transfer, sell or convey such oil, gas and mineral reservation to any person, corporation, partnership or other entity.

14. Illinois Responsible Party Transfer Act, statutory disclosure form prepared by Shell Oil Company for Equilon Enterprises, LLC, a copy of which was recorded July 22, 1998, as Document Number 98638723.
15. Matters as shown on Survey prepared by Harrington Land Surveying Ltd. dated May 21, 2009, last revised March 31, 2010 as Job No. 09-05-034:124 depicting the following:
 - a. Encroachment of the curb located mainly on the land east and adjoining and onto the east line of the premises by a range up to .52 feet;
 - b. Rights of the public or quasi public utilities as disclosed by overhead wires located along the west line of the land without benefit of a recorded grant of easement;

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EXHIBIT C

Right of First Refusal

Until the Termination Date, if at any time, Grantee or any individual, corporation, partnership, joint venture, association, joint stock company, limited liability company, trust, estate, unincorporated organization, governmental entity or their successors in title or permitted assigns ("**Person**") owning the Premises, other than a Person owning the Premises after the Premises has been released from the Brand Covenant pursuant to the Branding Agreement ("**Premises Owner**") (i) receives an acceptable bona fide offer to purchase or lease from a ready, willing, and able purchaser or lessee which Grantee or any Premises Owner desires to accept, or (ii) makes a bona fide offer to sell, lease or otherwise transfer to such a purchaser or lessee, all of Grantee's or any Premises Owner's right, title and interest in and to the Premises, or any interest therein ("**Offer**"), Grantee or such Premises Owner shall provide written notice to Grantor, specifying the name and address of the Grantee or lessee and the price and complete terms of the Offer, accompanied by Grantee's or any Premises Owner's affidavit that the proposed sale or lease transaction described in the Offer is in good faith. Grantor will then have the prior option to purchase or lease the Premises at the price and on the terms of the Offer, but subject to the terms provided below.

Grantor shall provide written notice to Grantee or such Premises Owner, as applicable, of Grantor's election to exercise its Right of First Refusal within 30 days after Grantor receives such Person's written notice of the Offer. Within 20 days after the date of the notice provided to such Person of Grantor's election to exercise its Right of First Refusal, Grantor shall designate a title company and provide written notice to such Person of the same. Such Person shall deposit with the title company a recordable special warranty deed or lease, as applicable, to Grantor, in form satisfactory to Grantor, for the Premises. Grantor shall deposit with the title company any earnest money required by the Offer. Promptly thereafter, such Person shall (or Grantor may), at Grantor's expense, order from the title company a report on title to (or leasehold interest in) the Premises and a commitment for an owner's or lessee's (as applicable) policy of title insurance. Upon written notice from Grantor to such Person and the title company that title is acceptable, the title company shall deliver to Grantor the deed or lease executed by such Person, together with the owner's or lessee's (as applicable) policy of title insurance, against payment by Grantor of the purchase price (which shall include payment of any costs, fees, expenses, documentary, transfer and like taxes required to be paid by Grantor), less any earnest money, as such allocation of costs, fees and expenses may be set forth in the Offer. Thereafter, the title company shall deliver to such Person the purchase price required by the Offer less the amount of any liens accepted by Grantor and less the amount of any and all costs, fees, expenses, documentary, transfer and like taxes required to be paid by such Person as set forth in the Offer. Taxes and rent will be prorated as of the date of delivery of the deed (or the assignment of lease, as applicable) from the title company to the Grantor. Upon receipt from Grantor of written notice that the title is not acceptable, Grantee or such Premises Owner, as applicable, shall use commercially reasonable efforts to cure such title objections by the closing, including, without limitation, insuring against or providing a bond or suitable escrow for, any lien or other encumbrance that represents a liquidated amount or sum of money. If such Person is unable to cure the title to Grantor's satisfaction, Grantor may elect not to purchase the Premises, in which case the title company shall return the deed (or assignment of lease) to such Person, and the earnest money to Grantor. If Grantor elects to not exercise its Right of First Refusal for any reason, Grantee or such Premises Owner, as applicable, may sell the Premises under the terms described in the notice of the Offer provided to Grantor, provided, that such sale is concluded within ninety (90) days of Grantor's election to not exercise its Right of First

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Refusal, otherwise the Premises shall again be subject to the Right of First Refusal provisions described herein. Any proposed sale of any Premises under different terms than those described in such notice of the Offer is subject to the Right of First Refusal provisions described herein.

The Right of First Refusal is not limited by any other rights Grantor has under the Branding Agreement or elsewhere, if any, to acquire the Premises. The Right of First Refusal runs with the land or leasehold interest, inures to the benefit of, and binds the respective successors in interest and assigns thereof.

The Right of First Refusal shall not apply to any lease or sublease by Grantee to any Person other than Grantor, Grantee and their respective Affiliates ("**Third-Party**") or other Person operating a retail motor fuel facility at the Premises using the "Shell" brand and any other trademark or distinctive name identifying branded fuel offered for resale at retail outlets approved by Grantor (the "**Brand**") pursuant to a written agreement with Grantee or any affiliate of Grantee, provided Grantee retains ownership and control of, and full contractual and regulatory responsibility for the underground storage tanks, piping, leak detection devices and any related equipment, including "inground" hoists, direct and remote vapor and fill lines/buckets used for the storage and dispensing of petroleum products, used oil and/or heating oil, and other equipment related to the operation of a motor fuel service station which are, were or may be present on the Premises, not including any concrete or other slab or platform upon which such equipment may be sustained ("**UST System**") throughout the term of the lease or sublease with such Third-Party or Person and Grantee complies with the provisions of Section 9.6 (*Future Conveyances*) of the Purchase Agreement.