



Doc#: 1014541017 Fee: \$52.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 05/25/2010 10:02 AM Pg: 1 of 9

This Instrument Was Prepared By
And when recorded, return to:

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

Tax Parcel No.: 10-29-402-028-0000; 10-29-402-030-0000

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D-1 JR

ACCESS AGREEMENT

This Access Agreement ("Agreement"), dated as of the 19th day of May, 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 700 Milam Street, Office 2069A, Houston, Texas 77002 and Riteline Properties LLC, an Illinois limited liability company, with offices located at 200 W. Higgins Road, Schaumburg, Illinois 60195 ("Buyer").

RECITALS

WHEREAS, Seller and Buyer are parties to that certain Asset Purchase and Sale Agreement dated as of the 19th day of May, 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.

Box 400 Fugh

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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.

2385481.1

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

STATE OF TEXAS)

COUNTY OF HARRIS)

On this 18th day of May, 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.


Notary Public in and for the
State of Texas


My commission expires:



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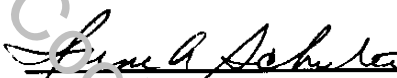
BUYER

Riteline Properties, LLC

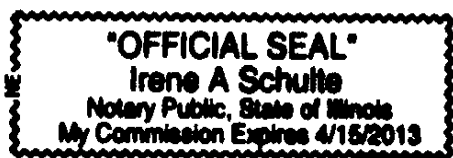
By: 
 Name: ROBERT STAMBOLIC
 Title: MGR

STATE OF Illinois)
) SS.
 COUNTY OF Cook)

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


 Notary Public in and for the
 State of Illinois

My commission expires:



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Exhibit A Legal Description

CC# 137122

Address: 5900 West Touhy, Niles, Illinois

Tax Parcel No.: 10-29-402-028-0000; 10-29-402-030-0000

THE ESTATE OR INTEREST IN THE LAND DESCRIBED BELOW AND COVERED HEREIN IS: THE LEASEHOLD ESTATE (SAID LEASEHOLD ESTATE BEING DEFINED IN PARAGRAPH 1.c. OF THE ALTA LEASEHOLD ENDORSEMENT(S) ATTACHED HERETO), CREATED BY THE INSTRUMENT HEREIN REFERRED TO AS THE LEASE, EXECUTED BY FRED KELLERHALS AND MARIE F. KELLERHALS, HIS WIFE, AS LESSOR, AND SHELL OIL COMPANY, A DELAWARE CORPORATION, AS LESSEE, DATED OCTOBER 8, 1959, WHICH LEASE WAS RECORDED OCTOBER 8, 1959 AS DOCUMENT LR1926109 AND AS SUPPLEMENTED BY AGREEMENT FILED OCTOBER 10, 1960 AS DOCUMENT LR1948022 AND AS AMENDED BY AGREEMENT FILED APRIL 9, 1970 AS DOCUMENT LR2498174, WHICH LEASE DEMISES THE FOLLOWING DESCRIBED LAND FOR A TERM OF YEARS BEGINNING JULY 1, 1960 AND ENDING JUNE 30, 1975, TOGETHER WITH OPTIONS TO EXTEND THE TERMS FOR 4 ADDITIONAL PERIODS OF 5 YEARS EACH.

ASSIGNMENT TO EQUILON ENTERPRISES, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY, RECORDED APRIL 5, 1999 AS DOCUMENT 99323265.

PARCEL 1

THAT PART OF LOT 14 LYING WEST OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD IN MCDONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SOUTH EAST 1/4 WITH THE CENTER LINE OF LEHIGH AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID LEHIGH AVENUE, A DISTANCE OF 35.43 FEET; THENCE WEST ALONG A LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 32.21 FEET TO A POINT WHICH IS 30 FEET SOUTHWESTERLY OF (MEASURED AT RIGHT ANGLES TO) THE CENTER LINE OF SAID LEHIGH AVENUE FOR A POINT OF BEGINNING OF THIS TRACT; THENCE WEST ALONG A LINE WHICH IS 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 183.74 FEET TO A POINT; THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, A DISTANCE OF 86 FEET TO A POINT; THENCE EAST ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 78.15 FEET TO A POINT; THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 6 FEET TO A POINT; THENCE EAST ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 26.40 FEET TO A POINT (THE LAST DESCRIBED LINE HEREINAFTER REFERRED TO AS LINE "A"); THENCE NORTHEASTERLY ALONG A DIAGONAL LINE DRAWN FROM SAID POINT TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE

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WHICH POINT IS A DISTANCE OF 126.25 FEET NORTHWESTERLY OF THE POINT OF BEGINNING OF THIS TRACT AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE, A DISTANCE OF 41.95 FEET, (THE LAST DESCRIBED DIAGONAL LINE HEREINAFTER REFERRED TO AS LINE B"); THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE A DISTANCE OF 126.25 FEET TO THE POINT OF BEGINNING OF THIS TRACT, EXCEPT THAT PART DESCRIBED AS FOLLOWS: THAT PART OF LOT 14 LYING WEST OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD IN MCDONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS; DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SOUTH EAST 1/4 WITH THE CENTER LINE OF LEHIGH AVENUE, SAID POINT DISTANT EASTERLY 1002.14 FEET FROM THE SOUTHWEST CORNER OF SAID SOUTH EAST 1/4; THENCE ON AN ASSUMED BEARING OF NORTH 21 DEGREES, 19 MINUTES, 55 SECONDS WEST ALONG THE CENTER LINE OF SAID LEHIGH AVENUE 35.43 FEET; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG A LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 32.21 FEET TO THE POINT OF BEGINNING, SAID POINT BEING 30 FEET SOUTHWESTERLY AS MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID LEHIGH AVENUE; THENCE CONTINUING NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS WEST ALONG SAID LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 183.74 FEET; THENCE NORTH 00 DEGREES, 00 MINUTES, 00 SECONDS EAST 7 FEET; THENCE SOUTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, 158.52 FEET; THENCE NORTH 34 DEGREES, 20 MINUTES, 02 SECONDS EAST 25.36 FEET TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF SAID LEHIGH AVENUE; THENCE SOUTH 21 DEGREES, 19 MINUTES, 55 SECONDS EAST ALONG SAID RIGHT OF WAY LINE 30 FEET TO THE POINT OF BEGINNING), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 11 AND 14 LYING WEST OF THE RIGHT OF WAY OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY, IN CHARLES MCDONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPTING FROM SAID PARCEL OF LAND THAT PART OF LOT 14 DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SOUTH EAST 1/4 WITH THE CENTER LINE OF LEHIGH AVENUE; THENCE NORTHWESTERLY ALONG THE CENTER LINE OF SAID LEHIGH AVENUE A DISTANCE OF 35.43 FEET; THENCE WEST ALONG A LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4, A DISTANCE OF 32.21 FEET TO A POINT WHICH IS 30 FEET SOUTHWESTERLY OF (MEASURED AT RIGHT ANGLES TO) THE CENTER LINE OF SAID LEHIGH AVENUE FOR A POINT OF BEGINNING OF TRACT HEREIN BEING DESCRIBED; THENCE WEST ALONG A LINE WHICH IS 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTHEAST 1/4, A DISTANCE OF 183.74 FEET TO A POINT; THENCE NORTH ALONG A LINE AT RIGHT

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ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 86 FEET TO THE A POINT; THENCE EAST ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 78.15 FEET TO A POINT; THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 6 FEET TO A POINT; THENCE EAST ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 26.40 FEET TO A POINT, (THE LAST DESCRIBED LINE HEREINAFTER REFERRED TO AS LINE "A"); THENCE NORTHEASTERLY ALONG A DIAGONAL LINE DRAWN FROM SAID POINT TO A POINT IN THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE WHICH POINT IS A DISTANCE OF 126.25 FEET NORTHWESTERLY OF THE POINT OF BEGINNING OF THIS TRACT AS MEASURED ALONG THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE, A DISTANCE OF 41.95 FEET, (THE LAST DESCRIBED DIAGONAL LINE HEREINAFTER REFERRED TO AS LINE "B"); THENCE SOUTHEASTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE A DISTANCE OF 126.25 FEET TO THE POINT OF BEGINNING OF SAID TRACT; ALSO EXCEPTING FROM SAID PARCEL OF LAND THAT PART THEREOF DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SOUTHEAST 1/4 WITH THE CENTERLINE OF LEHIGH AVENUE; THENCE NORTHWESTERLY ALONG THE CENTERLINE OF SAID LEHIGH AVENUE A DISTANCE OF 35.43 FEET; THENCE WEST ALONG A LINE 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4 A DISTANCE OF 32.21 FEET TO A POINT WHICH IS 30 FEET SOUTHWESTERLY OF (MEASURED AT RIGHT ANGLES TO) THE CENTERLINE OF SAID LEHIGH AVENUE; THENCE WEST ALONG A LINE WHICH IS 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4 A DISTANCE OF 183.74 FEET TO THE POINT OF BEGINNING OF THE TRACT HEREIN BEING DESCRIBED; THENCE NORTH ALONG A LINE AT RIGHT ANGLES TO THE LAST DESCRIBED LINE A DISTANCE OF 173.0 FEET TO A POINT ON A LINE WHICH IS 206.0 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 116.14 FEET TO THE INTERSECTION OF SAID PARALLEL LINE WITH THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID LEHIGH AVENUE A DISTANCE OF 608.23 FEET TO THE INTERSECTION OF SAID SOUTHWESTERLY LINE WITH THE WEST LINE OF SAID LOT 11; THENCE SOUTH ALONG THE WEST LINE OF SAID LOT 11 AND THE WEST LINE OF SAID LOT 14 A DISTANCE OF 739.60 FEET TO THE INTERSECTION OF SAID LINE WITH A LINE WHICH IS 33 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SOUTH EAST 1/4; THENCE EAST ALONG SAID PARALLEL LINE A DISTANCE OF 115.43 FEET TO THE POINT OF BEGINNING OF SAID TRACT) IN COOK COUNTY, ILLINOIS.

BEING ALL OF THAT CERTAIN TRACT DESCRIBED AS "WIC 212-5666-0305, 5900 TOUHY & LEHIGH, NILES, COOK, ILLINOIS" IN EXHIBIT "A" OF THE ASSIGNMENT OF LEASE BETWEEN SHELL OIL COMPANY AND EQUILON ENTERPRISES, RECORDED APRIL 5, 1999 AS DOCUMENT NUMBER 99323265.

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SURVEYOR'S DESCRIPTION:

THAT PART OF LOT 14 LYING WEST OF THE CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD IN MCDONNELL'S SUBDIVISION OF THE SOUTH EAST 1/4 OF SECTION 29, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF THE SE 1/4 OF SAID SECTION 29 AND THE CENTERLINE OF LEHIGH AVENUE; THENCE NORTH 21 DEGREES 19 MINUTES 55 SECONDS WEST, ALONG SAID CENTERLINE, A DISTANCE OF 35.43 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 32.21 FEET TO A POINT 33 FEET WEST OF AND PARALLEL WITH THE CENTERLINE OF SAID LEHIGH AVENUE; THENCE NORTH 21 DEGREES 19 MINUTES 55 SECONDS WEST, ALONG SAID LINE, A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 34 DEGREES 20 MINUTES 02 SECONDS WEST, A DISTANCE OF 25.36 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 158.52 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 166.00 FEET; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 116.14 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF LEHIGH AVENUE; THENCE SOUTH 21 DEGREES 19 MINUTES 55 SECONDS EAST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 155.73 FEET TO THE POINT OF BEGINNING, CONTAINING 24,430 SQUARE FEET, OR 0.56 ACRES, MORE OR LESS.

County Clerk's Office