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Doc#: 116818026 Fee: \$46.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 06/17/2011 02:56 PM Pg: 1 of 6

This instrument prepared by:
Reesa D. Hedrick, Esq.

When recorded, return to:
Shannon Martin Finkelstein & Alvarado, P.C.
Attn. Reesa D. Hedrick
1001 McKinney Street, Suite 1100
Houston, Texas 77002

Tax Identification No.: 07-07-300-047-0000

CC# 117544

(Above Space for Recorder's Use Only)

ASSIGNMENT AND ASSUMPTION OF ACCESS AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF ACCESS AGREEMENT ("Assignment") is made as of the 7th day of June, 2011 by and among **RITELINE PROPERTIES LLC**, a Illinois limited liability company, having an address of 200 West Higgins Road, Suite 326, Schaumburg, Illinois 60195 ("Assignor") and **GOLF BARRINGTON, LLC**, a Illinois limited liability company, with an address of 2590 West Golf Road, Hoffman Estates, Illinois 60194 ("Assignee").

RECITALS:

A. On March 25, 2011, Equilon Enterprises LLC, a Delaware limited liability company ("Equilon") and Assignor entered into that certain Access Agreement Granting Right Of Entry (the "Agreement") to provide access and rights of entry to 2590 West Golf Road, Hoffman Estates, Illinois ("Premises") for the purposes described in the Agreement.. The Agreement was recorded with the Cook County Recorder of Deeds on March 29, 2011 as Document No. 1108829074.

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B. Assignor intends to restructure ownership of certain of its assets and Assignor intends to transfer and convey all of its interests in and to the Premises to Assignee, an affiliate of Assignor, on the closing date. The closing date for the sale of the Premises from Assignor to Assignee shall be the "Effective Date" for purposes of this Assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Assignment. Assignor does hereby grant, quit claim, assign, transfer, convey, bargain, sell and set over unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and to the Agreement from and after the Effective Date, to have and to hold forever. Assignor acknowledges and represents to Assignee that Assignor has made no previous assignments of the Agreement.

2. Assumption. Assignee hereby accepts such assignment and assumes all liabilities, agreements, covenants, obligations, duties, burdens and responsibilities of Assignor under the Agreement as of the Effective Date, and Assignee covenants and agrees to be bound by and perform all of the agreements, covenants, obligations, duties, burdens and responsibilities of Assignor under the Agreement as of the Effective Date.

3. Successors. The terms and conditions of this Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, administrators, successors and assigns.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same original

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IN WITNESS WHEREOF, the undersigned have hereunto set their hands as of the date set forth above.

“Assignor”

**RITELINE PROPERTIES LLC.,
an Illinois limited liability company**

By: [Signature]
Name: Robert Stambolic
Title: Manager

STATE OF ILLINOIS

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COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Robert Stambolic, 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 he signed, sealed and delivered the said instrument as his free and voluntary act and as Manager of Riteline Properties LLC, as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 1st day of June, 2011.

Witness my hand and official seal.

(SEAL)


[Signature]
Notary Public



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“Assignee”

**GOLF BARRINGTON, LLC,
an Illinois limited liability company**

By: 

Name: Robert Stambolic

Title: Manager

STATE OF ILLINOIS

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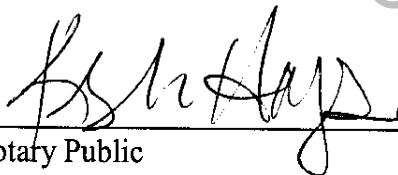
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that Robert Stambolic, 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 he signed, sealed and delivered the said instrument as his free and voluntary act and as Manager of Golf Barrington, LLC, as the free and voluntary act of said entity, for the uses and purposes therein set forth.

Given under my hand and official seal, this 7th day of June 2011.

Witness my hand and official seal.

(SEAL)


Notary Public



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CERTIFICATION AND CONSENT

Equilon hereby certifies to Assignee that as of the date of its execution of this Certification and Consent that: (a) the Agreement is in full force and effect, and (b) no waivers of rights by either party have been made under the Agreement.

Equilon hereby consents to the assignment of the Agreement to Assignee. Equilon's consent to such Assignment is conditioned upon the successful closing of the sale transaction and the recording by Assignor with the Cook County Recorder of Deeds of a Special Warranty Deed conveying the Premises to Assignee. If for any reason the proposed sale is not consummated and the Property is not conveyed to Assignee, this consent shall automatically be rendered null and void and terminates by its own terms.

**Equilon Enterprises LLC,
a Delaware limited liability company**

By: [Signature]

Name: Scott David

Title: JV Formations Manager

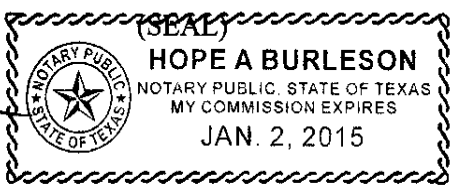
Date: May 25, 2011

STATE OF TEXAS §
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COUNTY OF HARRIS §

The foregoing instrument was acknowledged before me this 25th day of May, 2011, by Scott David, who is the JV Formations Manager of Equilon Enterprises LLC, a Delaware limited liability company, on behalf of the limited liability company.

Witness my hand and official seal.

[Signature]
NOTARY PUBLIC



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EXHIBIT A
Attached to Assignment of Access Agreement

Legal Description of the Premises

Parcel 1:

LOT 1 IN SHELL OIL COMPANY'S CONSOLIDATION PLAT NO. 4 IN PART OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

BEING THE SAME TRACT OF LAND DESCRIBED IN DEED FROM SHELL OIL COMPANY TO EQUILON ENTERPRISES LLC RECORDED AS DOCUMENT NO. 98601800.

Parcel 2:

NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CREATED BY THE PLAT OF CONSOLIDATION RECORDED AS DOCUMENT NO. 98396417 OVER AND ACROSS PORTIONS OF LOT 3 AND OUTLOT A IN SHELL OIL COMPANY'S CONSOLIDATED PLAT NO. 4 IN PART OF THE SOUTHWEST ¼ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.