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After Recording, Return to:
119 W Holdings LLC
8060 N. Laundale Ave.
Skokie, Illinois 60076
Attn: Mahmood Lakha



Doc#: 1331129066 Fee: \$50.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/07/2013 02:29 PM Pg: 1 of 7

This Instrument Prepared By:
Thomas A. Vogtner
Faegre Baker Daniels LLP
300 North Meridian Street, Suite 2700
Indianapolis, Indiana 46204

SPECIAL WARRANTY DEED (Store #6777)

Sept This Special Warranty Deed ("Deed"), dated to be effective as of the *4th* day of ~~August~~, 2013 ("Effective Date"), is by and between RDK Ventures LLC, a Delaware limited liability company with offices located at 4080 West Jonathan Moore Pike, Columbus, Indiana 47201 ("Grantor"), and 119 W Holdings LLC, an Illinois limited liability company, with offices located at 8060 N Laundale Ave., Skokie, Illinois 60076 ("Grantee").

WITNESSETH:

For and in consideration of the sum of \$10.00 and the mutual covenants and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby CONVEY unto Grantee, its successors and assigns forever, 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 rights of Grantor in and to any easements, rights, privileges, appurtenances and other hereditaments appurtenant to the Premises;

This conveyance is made by Grantor and accepted by Grantee SUBJECT TO: (A) the lien of non-delinquent real estate taxes and assessments; (B) all easements, restrictions, covenants and conditions of record; (C) applicable zoning, building, land use and other governmental restrictions, laws, ordinances, rules and regulations; and (D) all matters that would be discovered or disclosed by a thorough inspection of the Premises and a survey of the Premises conforming to the Minimum Standard Detail Requirements for an ALTA/ACSM Land Title survey; and (E) all matters resulting from or related to Grantee's occupancy or operation of the Premises before the Effective Date.

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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. (a) From and after the Effective Date until March 31, 2016 ("**Termination Date**"), if gasoline or branded diesel is stored, advertised or sold at or from the Premises, the gasoline or branded diesel stored, advertised or sold shall be sold under the "Shell" trademark and shall be purchased by any operator thereon from Grantee or its successor or assigns pursuant to that certain Complete Contract of Sale (Branded – Reseller), between RMarts LLC and Grantor, dated as of the date hereof ("**Brand Covenant**"), all as more fully set forth in that certain Branding and Product Purchase Commitment Agreement dated as of January 6, 2010, by and between Grantor and Equilon Enterprise LLC d/b/a Shell Oil Products US ("**Shell**") ("**Branding Agreement**"). The Brand Covenant shall expire automatically on the Termination Date without need for filing a release, or other action of Shell, 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. The Brand Covenant shall run with the land, and pass with each and every portion of the Premises, and shall apply to and bind the respective successors, assigns and transferees and subsequent owners in interest thereof. The Brand Covenant is imposed upon the entire Premises.

(b) Grantee agrees to include the Brand Covenant in any conveyance or assignment of the Premises prior to the Termination Date to a successor grantee.

2. 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.

3. Grantee covenants and agrees that it shall not install any well or other tank, pump or related equipment for the storage of potable water at the Premises. Grantee further covenants and agrees that it shall not improve or use the Premises for residential purposes (including multi-family residential use), or for any hospital, school, elder care or day care center or for a park or playground. Each of these covenants shall run with the Premises, and pass with each and every portion of the Premises, and shall apply to and bind the respective successors in interest thereof. Grantee agrees to include these restrictions in any conveyance or assignment of the Premises to a successor grantee.

4. Until the Termination Date, Grantor and Shell retain a right of first refusal to purchase the Premises. The terms of the right of first refusal are set forth on Exhibit B. The Right of First Refusal shall expire automatically on the Termination Date, without need for filing a release, or other action of either Shell, Grantor or Grantee.


5. Grantee acknowledges that the purchase of the Premises is based upon Grantee's independent investigation of the market area and inspection of the Premises. Grantee acknowledges that the purchase of the Premises is not based upon representations of Grantor, either oral or in writing. Grantee agrees that the Premises are being sold in an "AS IS, WHERE


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IS" condition with no representations, either express or implied of any kind except as is otherwise expressly set forth herein. Grantee hereby agrees to and does waive and release, to the fullest extent permitted by applicable law, and promises never to assert any actions, causes of action, suits, debts, covenants, contracts, controversies, agreements, promises, variances, damages, judgments, extents, executions, claims and demands whatsoever, whether known or unknown, in law or equity, against Grantor or its successors, assigns, parents, subsidiaries, officers, directors, managers, or agents or anyone for whom such parties may be liable ("**Released Parties**") caused by, arising from, or related to (i) the physical condition of the Assets, as defined in the Asset Purchase Agreement between Grantor and Grantee relating, in part, to the Premises (the "APA, (ii) any Environmental Condition at the Premises arising after the Closing Date or caused by (i) Grantee or (ii) Grantee or resulting from or relating to Grantee's occupancy and/or use of the Assets, or (iii) any alleged statements or representations with respect to past, current or projected sales, expenses or profits, that Purchaser has had, may now have or may hereafter have against any Released Party. For purposes of this Deed, the term "**Environmental Condition**" means any condition with respect to soil, surface waters, groundwaters, land, stream sediments, surface or subsurface strata, ambient air or any environmental medium on, under, in or about the Premises whether or not yet discovered, which could or does result in any loss, contribution, cost recovery or other obligation of any nature whatsoever, or any injury, claim, action, suit, proceeding or investigation of any kind, or any judgment, order or decree, in each case of or against any Released Party or Grantee to or by any other person, including, without limitation, any condition resulting from any release, any hazardous materials, or otherwise from the Premises at any time.

SUBJECT to the foregoing, Grantor covenants with Grantee that Grantor will warrant and defend title to the Premises against the lawful claims of all persons claiming by, through, or under Grantor, but not otherwise.

[Remainder of page intentionally left blank.]

STATE TAX	STATE OF ILLINOIS	# 000007208	REAL ESTATE TRANSFER TAX
	 NOV.-7.13		0050000
	REAL ESTATE TRANSFER TAX DEPARTMENT OF REVENUE		FP 103037

COUNTY TAX	COOK COUNTY REAL ESTATE TRANSACTION TAX	# 000007058	REAL ESTATE TRANSFER TAX
	 NOV.-7.13		0025000
	REVENUE STAMP		FP 103042

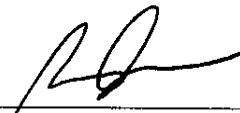
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IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be duly executed on the day and year first above written.

RDK:

RDK VENTURES LLC

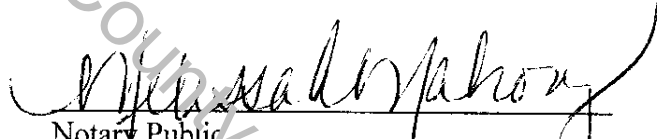
By: Mac's Convenience Stores LLC, its Manager

By: 
Bruce Landini, Vice President
Operations, Midwest Region

STATE OF INDIANA)
) SS:
COUNTY OF BARTHOLOMEW)

The foregoing Special Warranty Deed was acknowledged before me, the undersigned Notary Public, this 21 day of August, 2013 by Bruce Landini, who is the Vice President Operations, Midwest Region of Mac's Convenience Stores LLC, a Delaware limited liability company, the Manager of RDK Ventures LLC.

[Notarial Seal]


Notary Public

Name Printed: _____



My commission expires: _____

I am a resident of _____, County, Indiana

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EXHIBIT A

Lot 27 (except the East 105 feet thereof) in Block 1 in South Washington Heights, being a subdivision of the Northwest $\frac{1}{4}$ of Section 30, Township 37 North, Range 14 East of the Third Principal Meridian, (also excepting that part described as follows: Beginning at the Northwest corner of aforesaid Lot 27; thence Easterly along the North line of aforesaid Lot 27 a distance of 33.0 feet to a point; thence Southwesterly along a straight line a distance of 27.82 feet, more or less, to a point, said point being 22.78 feet normally distant South of the North line of aforesaid Lot 27 and 17.0 feet normally distant East of the West line of aforesaid Lot 27; thence Southerly along a line parallel to and 17.0 feet East of the West line of aforesaid Lot 27 to the South line of aforesaid Lot 27; thence Westerly along the South lot line of aforesaid Lot 27 a distance of 17.0 feet to the South West corner of aforesaid Lot 27; thence Northerly along the West lot line of aforesaid Lot 27 a distance of 98.5 feet to the point of beginning) all in Cook County, Illinois.

11901 S. Western Ave.
Blue Island, IL

Permanent Index Number: 25-30-100-001-0000

Store #6777

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PLAT ACT AFFIDAVIT

State of Indiana)
) SS
County of Bartholomew)

Bruce Landini, Vice President of Mac's Convenience Store LLC, Manager of RDK Ventures LLC ("RDK"), being duly sworn on oath, states that RDK resides at 4080 W. Jonathan Moore Pike, Columbus, Indiana 47201. That the attached deed is not in violation of 765 ILCS 205/1 for one of the following reasons:

1. Said Act is not applicable as the grantors own no adjoining property to the premises described in said deed;

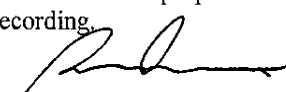
- OR -

the conveyance falls in one of the following exemptions as shown by Amended Act which became effective July 17, 1959.

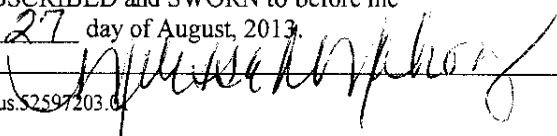
2. The division or subdivision of the land into parcels or tracts of five acres or more in size which does not involve any new streets or easements of access.
3. The divisions of lots or blocks of less than one acre in any recorded subdivision which does not involve any new streets or easements of access.
4. The sale or exchange of parcels of land between owners of adjoining and contiguous land.
5. The conveyance of parcels of land or interests therein for use as right of way for railroads or other public utility facilities, which does not involve any new streets or easements of access.
6. The conveyance of land owned by a railroad or other public utility which does not involve any new streets or easements of access.
7. The conveyance of land for highway or other public purposes or grants or conveyances relating to the dedication of land for public use or instruments relating to the vacation of land impressed with the public use.
8. Conveyances made to correct descriptions in prior conveyances.
9. The sale or exchange of parcels or tracts of land existing on the date of the amendatory Act into no more than two parts and not involving any new streets or easements of access.
10. The sale of a single lot of less than 5.0 acres from a larger tract when a survey is made by an Illinois registered surveyor; provided, that this exemption shall not apply to the sale of any subsequent lots from the same larger tract of land, as determined by the dimensions and configuration of the larger tract on October 1, 1973, and provided also that this exemption does not invalidate any local requirements applicable to the subdivision of land. Amended by P.A. 80-318, 1 eff. October 1, 1977.

CIRCLE THE NUMBER ABOVE WHICH IS APPLICABLE TO THE ATTACHED DEED.

Affiant further state that RDK Ventures LLC makes this affidavit for the purpose of inducing the Recorder of Deeds of Cook County, Illinois, to accept the attached deed for recording.


Bruce Landini, Vice President Operations Midwest Region

SUBSCRIBED and SWORN to before me
this 27 day of August, 2013.


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