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RHSP Fee: \$9.00 RPRF Fee: \$1.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 11/07/2013 02:50 PM Pg: 1 of 6

This Instrument Prepared By and,  
After Recording, Return To:  
Thomas A. Vogner  
Faegre Baker & Daniels LLP  
300 North Meridian Street, Suite 2700  
Indianapolis, Indiana 46204

**ACCESS AGREEMENT  
(Store 6774)**

This Access Agreement ("**Agreement**"), dated as of the 4<sup>th</sup> day of September, 2013, is by and between RDK Ventures LLC., a Delaware limited liability company ("**Seller**"), with a place of business at 4000 West Jonathan Moore Pike, Columbus, Indiana 47201, and PH Holding Group LLC, an Illinois limited liability company ("**Buyer**"), with a place of business at 8060 N. Laundale Ave., Skokie, Illinois 60076.

**RECITALS**

**WHEREAS**, Seller is conveying to Buyer the premises described on Exhibit A hereto (the "**Premises**"); and

**WHEREAS**, in accordance with its Asset Purchase and Sale Agreement with Equilon Enterprise LLC d/b/a Shell Oil Products US, a Delaware limited liability company ("**Shell**"), dated as of January 6, 2010 (the "**Purchase Agreement**"), Seller granted Shell access to the Premises in connection with certain post-closing activities contemplated or required by the terms of the Purchase Agreement and agreed to obtain from any subsequent purchaser of the Premises the same right of access.

**NOW, THEREFORE**, in exchange for the mutual promises and considerations stated herein and in the Asset Purchase Agreement between Seller and Buyer, dated July 18, 2013, (the "**Buyer 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.  
GRANT OF LICENSE**

1.1 Grant of License. (a) Buyer, as owner of the Premises, hereby grants a nonexclusive irrevocable license from the date of this Agreement to Shell and Seller, and their 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 9.7

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(*Future Conveyances/Leases*), Section 9.9 (*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, or Section 10.16 of the Buyer Purchase Agreement, which activities include, but are not limited to, tank removal, closure or upgrade activities, remediation activities, and engineering or environmental studies, tests, surveys, appraisals or inspections; and (b) this Agreement is intended to be and shall be construed only as a temporary license and is not intended to be a grant of easement or any other interest in the Premises.

## ARTICLE 2. COVENANTS

2.1 Assignment, Successor and Assigns. In the event Buyer's interest in the Premises is conveyed, transferred, leased or in any way assigned in whole or in part to any other person or entity, whether by contract, operation of law or otherwise prior to the termination hereof, Buyer shall (a) obtain in writing and record a right to access for Seller and Shell, and their employees, authorized agents and contractors over such Premises, with such right of access to be (i) in the same form as this Agreement, (ii) binding on any transferee and its successors or assigns, and (iii) recorded with, or the contents thereof contained in, the deed transferring the Premises; and (b) make all future conveyance of the Premises expressly subject to all of the terms and conditions of this Section 9.7.

## ARTICLE 3. TERMINATION

3.1 Termination. This Agreement shall automatically terminate, without any further action of either Seller or Buyer, upon the later to occur of (a) termination of Shell's rights and obligations under Section 4.6 of the Purchase Agreement (*UST System Matters*) or (b) termination of Shell's obligation, if any, to indemnify Seller 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. Notwithstanding this Section 3.1, this Agreement shall immediately terminate in the event Buyer (x) no longer has the right to occupy the Premises under a lease or other similar estate in land creating an interest in the real property constituting the Premises, or (y) sells, transfers or conveys the Premises to any Third Party.

## ARTICLE 4. MISCELLANEOUS

4.1 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 Agreement, shall be referred to and finally resolved pursuant to the dispute resolution provisions of **Schedule B** of the Purchase Agreement. This Section 4.1 shall survive indefinitely.

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4.2 Notice. Any notice, consent, request, report, demand, 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.

4.3 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 Buyer 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 Buyer 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.**

4.4 Governing Law. This Agreement shall be construed in accordance with the internal laws of the State of Illinois, excluding any conflict of law principles that would direct application of the laws of another jurisdiction.

4.5 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.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

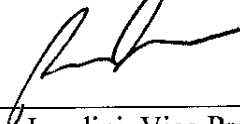
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IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

**RDK:**

**RDK VENTURES LLC**

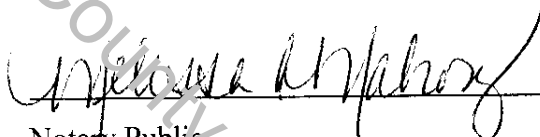
By: Mac's Convenience Stores LLC, its Manager

By:   
Bruce Landini, Vice President Operations, Midwest Region

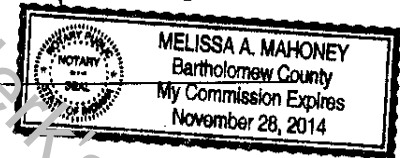
STATE OF INDIANA )  
 ) SS:  
COUNTY OF BARTHOLOMEW )

The foregoing Access Agreement was acknowledged before me, the undersigned Notary Public, this 27 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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PH Holding Group LLC, an Illinois limited liability company

By: *Mahmood*  
Mahmood Lakha, Manager

STATE OF ILLINOIS        )  
  ) SS:  
COUNTY OF COOK        )

The foregoing Access Agreement was acknowledged before me, the undersigned Notary Public, this 3rd day of August, 2013 by Mahmood Lakha, who is the Manager of PH Holding Group LLC, an Illinois limited liability company.

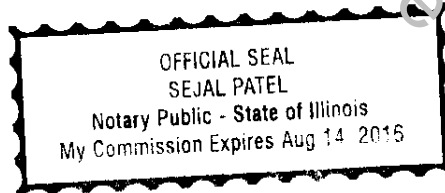
[Notarial Seal]

*Sejal Patel*  
Notary Public

Name Printed: Sejal Patel

My commission expires: \_\_\_\_\_

I am a resident of \_\_\_\_\_, County, Illinois



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## EXHIBIT A

Lot 21 in Smith and Dawson Country Club Acres, being an owners division in the Southwest  $\frac{1}{4}$  of Section 22, Township 42 North, Range 11, East of the Third Principal Meridian, as Document 12004693, in Cook County, Illinois.

2 North Elmhurst Road  
Prospect Heights, IL 60070

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Store #6774

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