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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2009 082253

2009 DEC 11 AM 10:24

MICHAEL A. BROWN
RECORDER

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **Marathon Petroleum Company LLC**, (successor in interest to Marathon Ashland Petroleum LLC) a Delaware limited liability company, whose address is c/o Property Tax Records, 539 South Main Street, Findlay, Ohio 45840, GRANTOR, for the consideration of Ten and no/100 Dollars (\$10.00), received to its full satisfaction from **7890 Calumet LLC**, an Indiana corporation, GRANTEE, whose TAX MAILING ADDRESS is 7890 Calumet, Munster, Indiana 46321, does give, grant, bargain, sell, convey and specially warrant unto said GRANTEE the following described real estate in its existing "as is" condition and situated in the City of Munster, County of Lake, State of Indiana, more particularly described as follows:

Lot 1 in WINNER PARKWAY SECOND ADDITION TO THE TOWN OF MUNSTER, as per plat thereof, recorded in Plat Book 39, page 43 in the Office of the Recorder of Lake County, Indiana.

Parcel I.D. Nos: ¹⁸⁻ 28 0287 0001
Prior Instrument Reference: Document #98023018

Title being conveyed is subject to:

1. (a) taxes and assessments (both general and special) not now due and payable; (b) zoning ordinances, subdivision and planning laws and regulations and building code restrictions and all laws, rules and regulations relating to land and structures and their use, including but not limited to governmental regulations relating to buildings, building construction, building line and use and occupancy restrictions, and violations of any of the foregoing; (c) easements, conditions, reservations, agreements and restrictions of record; (d) such a state of facts as an accurate survey might show; and (e) all legal roads and highways.
2. (A) (i) GRANTEE agrees that for a period of twenty-five (25) years from and after the date of this conveyance, the premises shall not be used for the sale, marketing, storage or advertising of motor fuels or motor oils, except the trademarked products of MARATHON PETROLEUM COMPANY LLC, its successors and assigns, purchased either directly from MARATHON PETROLEUM COMPANY LLC, its successors and assigns or from a MARATHON® branded Jobber and that this restriction shall be a covenant running with the land and shall be contained in and made a part of every deed, mortgage, lease or other instrument affecting the title to said premises.

DULY ENTERED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

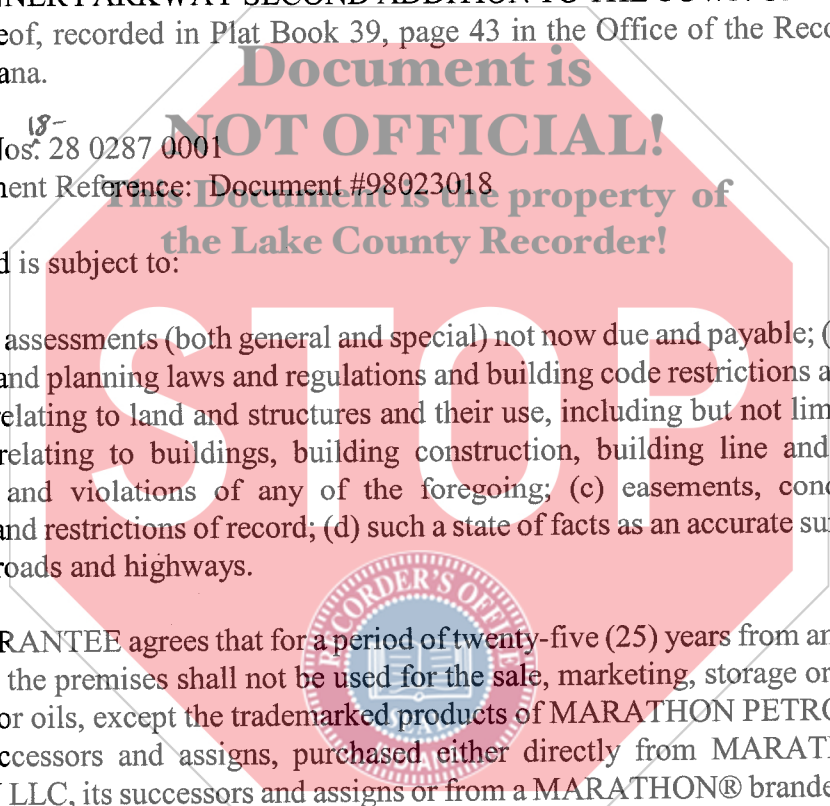
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PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

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(ii) GRANTEE agrees that for a period of twenty-five (25) years from and after the date of this conveyance, the premises, if converted to a use other than a MARATHON® retail motor fuel outlet, shall not be used for a convenience store or for the sale, marketing, storage or advertising of tobacco products, and that this restriction shall be a covenant running with the land and shall be contained in and made a part of every deed, mortgage, lease or other instrument affecting the title to said premises.

(B) GRANTOR and GRANTEE further covenant and agree that GRANTOR shall have the right of first refusal to repurchase the premises, improvements and equipment free of all right of dower, in either of the following events: (i) GRANTEE desires to sell for any reason whatsoever, and if at such time GRANTEE has received an acceptable bona fide written offer from a third party to purchase the premises, or (ii) GRANTEE desires to lease all or any lesser portion of the premises for any reason whatsoever, and if at such time GRANTEE has received an acceptable bona fide written offer from a third party to lease all or such lesser portion of the premises. Prior to accepting either said offer of third party, GRANTEE shall provide GRANTOR with a copy of same. GRANTOR shall have the option exercisable within sixty (60) days from and after receipt thereof, in the event of said offer of third party to purchase, to repurchase the premises upon the same price and terms contained in said offer. This right of first refusal shall apply to any purchase offer and lease offer from a third party which GRANTEE wishes to accept, and no sale or lease shall be binding unless this provision is complied with, regardless of whether GRANTOR has previously declined to exercise its right of first refusal under this section (B). GRANTEE and any subsequent owner is hereby required to provide written notice of its intent to sell or lease or to convert the premises. If GRANTEE or any subsequent owner should fail to provide such notice to GRANTOR, that failure shall be a material default of this restrictive covenant and shall trigger the option rights of GRANTOR described herein.

(C) Alternatively and in addition to the repurchase right of section (B) above, in the event that GRANTEE desires to sell the premises, and GRANTOR has in such event declined to exercise its repurchase rights under the covenants contained in sections (B) above, GRANTEE shall upon the closing of such sale, pay to GRANTOR an amount equal to a percentage, determined according to the schedule in subsection (E)(1) below, of the amount by which the price (which shall include the payment of any amounts related to the property including, but not limited to business value, goodwill, and other intangible assets) of such sale exceeds the sum of the purchase price stated in section 1 of the Offer to Purchase plus the improvements made to the premises since the date of original conveyance, which sum shall be adjusted, as of the date of the closing such sale, as provided in subsection (E)(2) below. For the purposes of recapture calculation, Seller will consider the value Buyer paid for purchase of the business in June 2003 as evidenced in Exhibit E to the Offer to Purchase.

(D) Alternatively and in addition to the repurchase rights of sections (B) above, in the event that GRANTEE desires to lease the premises, and GRANTOR has in such event declined to exercise its repurchase rights under the covenants contained in sections (B) above, GRANTEE shall, commencing upon the closing of such lease and monthly thereafter until expiration or termination of such lease, pay to GRANTOR a percentage, determined according to the schedule in subsection (E)(1) below, of the amount by which monthly rental under such lease exceeds one percent (1%) of the sum of the

purchase price stated in section 1 of the Offer to Purchase dated June 29, 2009 between GRANTOR and GRANTEE plus the improvements made to the premises since the date of original conveyance, which sum shall be adjusted, as of the date of the closing such lease, as provided in subsection (E)(2) below.

(E) (1)

<u>Date of Sale or Lease</u>	<u>Percentage</u>
Up to 6 years after original conveyance	60%
6 through 10 years after original conveyance	50%
11 through 15 years after original conveyance	40%

(E) (2) Real property shall be appreciated at a rate of three percent (3%) per annum from date of original conveyance and improvements shall be depreciated at a rate of ten percent (10%) per annum from date of improvement.

(F) The restrictive covenants set out in sections (A), (B), (C), and (D) above are part of the consideration for this conveyance running from GRANTOR to GRANTEE, and the purchase price was reduced because of same. Nothing herein shall be construed to require or obligate GRANTOR to repurchase the premises at any time.

(G) The restrictive covenants of sections (B), (C), and (D) above shall be deemed covenants running with the land and shall be made a part of every deed, lease, mortgage or other instrument affecting the title to the premises. The restrictive covenants in section (B) above shall be binding upon the GRANTEE, his GRANTEES, heirs, personal representative, successors and assigns for a period of twenty-five (25) years from date of conveyance. The restrictive covenant in sections (C) and (D) above shall be binding upon the GRANTEE, his GRANTEES, heirs, personal representative, successors and assigns for a period of (15) years from date of conveyance. However, subsequent to GRANTOR's having declined to exercise its repurchase option right under the covenant contained in section (B) above and GRANTEE's payment to GRANTOR in compliance with section (C) or (D) above, remote GRANTEES shall take the premises free of said covenants of sections (B), (C), and (D), but the restrictive covenant set out in section (A) above shall not be affected.

(H) In case any one or more of the reservations, restrictions or conditions (or portions thereof) contained in this deed shall, for any reason, be held to be invalid, illegal or legally unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other portion of that provision or any other provision hereof (whether or not clearly divisible from such provision or portion thereof), and the above reservations, restrictions and conditions shall be construed and interpreted in the manner which is valid, legal and legally enforceable, and which is most nearly consistent with the intention of GRANTOR and GRANTEE as evidenced by the above reservations, restrictions and conditions.

3. This deed is subject to the following reservations, restrictions and conditions which shall be covenants running with the land and shall be binding upon GRANTEE, its successors, assigns and all future owners of the premises, and their respective directors, officers, employees, contractors, agents, representatives, lessees, licensees, invitees, and any user or occupant of all or any portion of the premises:

a. Marathon Petroleum Company LLC and its successors and assigns (“GRANTOR”) reserves the right to have access to the premises, at no cost to GRANTOR, at reasonable times to conduct any Corrective Action only as and when required by the governmental agency with jurisdiction (the “Agency”) in connection with a release of petroleum hydrocarbons on the premises. As used herein, the term, “Corrective Action”, shall refer to one or more of the following activities: investigation, assessment, monitoring, sampling, analysis, cleanup, removal, disposal, on-site treatment, off-site treatment, active remediation, passive remediation, remediation alternatives including but not limited to risk-based corrective action (“RBCA”), if applicable, and/or other activities concurred in or required by the Agency. In performing any Corrective Action at the premises, GRANTOR will have the right to rely on and use any current, future or revised or amended state cleanup standards, guidelines or criteria or revised federal cleanup standards, if applicable, including without limitation any site-specific risk-based soil and groundwater cleanup objectives or other similar RBCA policies administered by the Agency. In performing any Corrective Action at the premises, GRANTOR may also rely on and implement institutional controls as provided for in applicable laws, regulations and policies to ensure the protection of public health, safety or welfare and the environment. GRANTEE acknowledges that such institutional controls may require deed recordation running with the land at the premises. Such deed recordation would contain certain restrictions based on site-specific exposure such as prohibiting the use of groundwater or requiring the premises, or a portion of the premises, to be paved or that existing pavement remain in place and be properly maintained. GRANTEE agrees to permit reasonable institutional controls regarding the premises in connection with GRANTOR’s performance of any Corrective Action thereon. GRANTEE agrees to provide GRANTOR, at no cost to GRANTOR, with GRANTEE’s written consent and signature as needed in connection with the preparation, execution and recording of any necessary documents relating to any institutional controls which are to be recorded with the deed in accordance with GRANTOR’s performance of Corrective Action. Such institutional controls, if necessary, would not prohibit the use of the premises for industrial/commercial purposes. GRANTOR reserves its legal appeal rights with respect to any orders, directives or requests of the Agency concerning but not limited to Corrective Action at the premises.

b. The GRANTEE shall not have any claim against GRANTOR, its parents, affiliates, predecessors, successors, assigns, subsidiaries or their respective past, present and future officers, employees, agents and/or representatives (the “Released Parties”), based upon, related to or arising out of the presence of any contamination on, under or at the premises. The Released Parties are hereby forever released from any and all such claims.

c. To reduce risks to human health and/or the environment, and to permit application of corrective action standards which are consistent with the non-residential use (or other lower-risk use) of the premises, this conveyance is made by GRANTOR and accepted by GRANTEE upon the express condition and subject to the restrictions and covenants that: (i) the use of the premises shall be restricted solely to industrial/commercial use; (ii) the premises shall not be used or occupied (if used or occupied at all) for residential purposes or for purposes of a child care or elder care facility, a nursing home facility or hospice, a hotel or motel, a medical or dental facility, a school, a church, a park, or a hospital; (iii) any building constructed on the premises shall have a slab-on-grade foundation with the top of the slab at or above surface level; (iv) in the event that any activities occur at the premises that involve any digging, trenching or excavation of soils by GRANTEE, GRANTEE shall take proper precautions to ensure the protection of health, safety and the environmental, including but not limited to, testing the soils, providing adequate notification and protection to workers, and proper handling and/or disposal of any contaminated soils in accordance with all applicable laws, rules and regulations, and (v) no water supply wells of any kind (including without limitation water wells used for drinking, bathing or other human consumption purposes and water wells used for livestock, farming or irrigation) shall be installed or used on the premises (collectively, "Exposure Restriction"); provided, however, that the Exposure Restriction does not prohibit the installation or use of any compliance wells, or any groundwater monitoring, recovery or extraction wells or similar devices used for or related to the performance of assessments, remediation or any other corrective action on the premises now or in the future.

d. GRANTEE hereby agrees to indemnify, defend and hold harmless the GRANTOR from and against any and all losses, damages, claims, suits or actions, judgments and costs (including without limitation reasonable attorney fees) that arise out of or relate to any violation of the reservations, restriction and/or conditions contained in this deed, including, but not limited to, any use of the premises which is in violation of or inconsistent with the Exposure Restriction.

AND THE GRANTOR does for itself, its successors and assigns covenant with the said GRANTEE, its successors and assigns, the GRANTOR has not made, done, executed, or suffered any act or thing whereby the above-described premises or any part thereof now are or at any time hereafter shall or may be imperiled, charged, or encumbered in any manner whatsoever; and the title to the above granted premises against all persons lawfully claiming the same by, through or under the GRANTOR, said GRANTOR will forever warrant and defend.

The undersigned persons executing this deed on behalf of GRANTOR represent and certify that they are duly elected officers of GRANTOR and have been fully empowered, by proper resolution of the Board of Directors of GRANTOR, to execute and deliver this deed; that GRANTOR has fully corporate capacity to convey the real estate described herein; and that all necessary corporate requirements for the making of such conveyance have been satisfied.

IN WITNESS WHEREOF, said corporation sets its hand this 17th day of November, 2009.

WITNESS:

MARATHON PETROLEUM COMPANY LLC

By: Paul F. Smith
Printed: PAUL F. SMITH

By: M. E. Peters
Name: M. E. Peters
Title: Senior Vice President

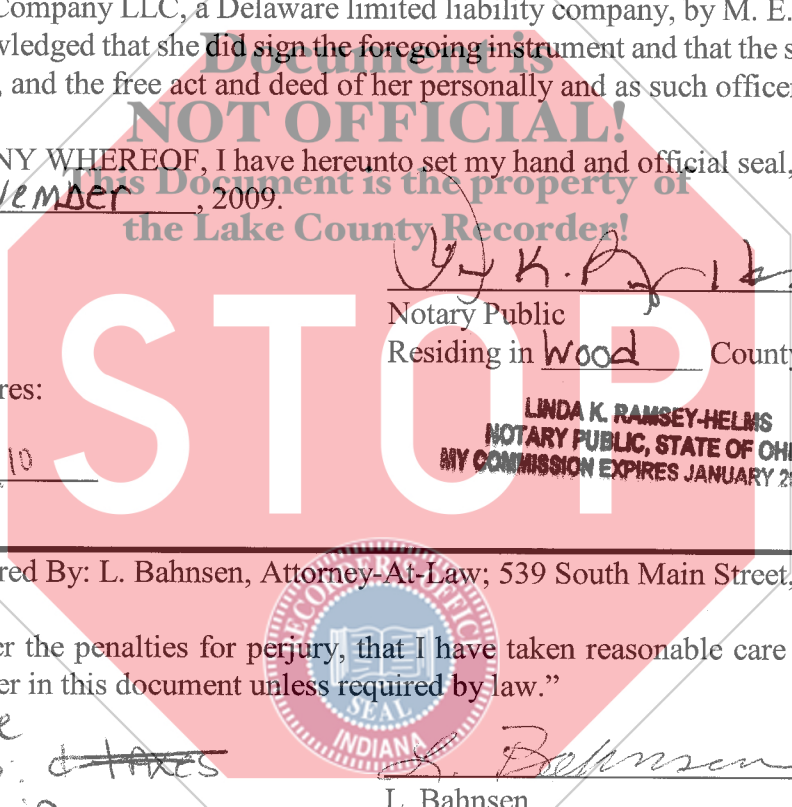
By: Linda K. Ramsey Helms
Printed: Linda K Ramsey Helms

APPROVED
AS TO FORM
EKB
PFS

STATE OF OHIO }
 } SS.
COUNTY OF HANCOCK }

BEFORE ME, a Notary Public in and for said State of Ohio personally appeared the above named Marathon Petroleum Company LLC, a Delaware limited liability company, by M. E. Peters as Senior Vice President, who acknowledged that she did sign the foregoing instrument and that the same is the free act and deed of said company, and the free act and deed of her personally and as such officer.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal, at Findlay, Ohio, this 17th day of November, 2009.



Linda K. Ramsey Helms
Notary Public
Residing in Wood County, OH

LINDA K. RAMSEY-HELMS
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES JANUARY 28, 2010

My Commission Expires:

1/28/10

This Instrument Prepared By: L. Bahnsen, Attorney-At-Law; 539 South Main Street, Findlay, OH 45840

"I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document unless required by law."

Grantee
Mail To: TAXES

L. Bahnsen
L. Bahnsen

MPC 2354
7890 Calumet
Munster, IN

Jawal Amin
502 Pratt Ave. North
Schaumburg, IL 60193

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