0034402 185

Return to: 13-0419-FN
Fidelity National Title Insurance Co.
One North Charles Street, Suite 400
Baltimore, Maryland 21201
Gail Mangels 4102309575

Tax ID #: 03-13-009026 & 03-19-012570

Baltimore County

PREPARED OUTSIDE THE
STATE OF MARYLAND

Protestant's Exhibit 1

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
GOULD & RATNER LLP
222 North LaSalle Street, Suite 800
Chicago, Illinois 60601
Attn: Amy M. Blumenthal, Esq.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34402, p. 0185, MSA_CE62_34258. Date available 11/08/2013. Printed 07/14/2022.

SPECIAL WARRANTY DEED

That **26986 PIKESVILLE LLC**, a Delaware limited liability company having an office at 353 North Clark Street, Chicago, Illinois 60654 ("Grantor"), Grants, Bargains, Sells, Conveys and Specially Warrants to **A.I. GLENVIEW, LLC**, an Illinois limited liability company, as to an undivided 25% interest, **M & ML PATRIOT LLC**, an Illinois limited liability company, as to an undivided 25% interest, **HOYNE PATRIOT LLC**, an Illinois limited liability company, as to an undivided 31.82% interest, and **SSB PATRIOT LLC**, an Illinois limited liability company, as to an undivided 18.18% interest, as tenants in common as to the whole, each having an office at 555 Skokie Boulevard, Suite 260, Northbrook, Illinois 60062 (collectively, "Grantee"), for the sum of Four Million, Four Hundred Seventy-One Thousand and Ten Dollars ($4,471,010), with Special Warranty covenants, the land together with the buildings, structures, fixtures, building equipment and improvements located thereon, described on Schedule A attached hereto and incorporated herein for all purposes (the "Property").

1. This conveyance is made by Grantor and accepted by Grantee subject to all matters shown on Schedule B attached hereto and incorporated herein, collectively the "Permitted Encumbrances". It is understood and agreed that the Permitted Encumbrances shall expressly include all easements, covenants, restrictions and reservations set forth in that certain Special Warranty Deed from EXXON MOBIL CORPORATION, a New Jersey corporation ("Exxon"), grantor, to SOUTHSIDE OIL, LLC, grantee, (the "Exxon Deed") ") recorded in Deed Book 29609, at Page 246 in the land records of Baltimore County, Maryland.

2. GRANTEE SPECIFICALLY ACKNOWLEDGES THAT IT UNDERSTANDS THAT THE PROPERTY HAS BEEN USED FOR COMMERCIAL PURPOSES INCLUDING THE STORAGE, DISTRIBUTION AND MARKETING OF MOTOR FUELS, PETROLEUM, PETROLEUM BASED PRODUCTS AND OTHER CHEMICALS, AND THAT THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO SOIL AND SUB-SOIL OF THE PROPERTY AND SOIL, AIR, LAND, GROUNDWATER AND WATER, ON, UNDER,

NEAR OR ADJACENT THERETO AND DRAINS, SEWERS, PIPES, WATER COURSES AND WATER TABLES AT, ON, UNDER OR IN THE VICINITY OF THE PROPERTY MAY HAVE BEEN CONTAMINATED OR IMPACTED BY OIL OR OTHER CONTAMINATION.

3. Deed Restriction and Covenant Against Residential Use

a. Grantee covenants and agrees that the Property, or any portion thereof, shall not be used at any time within a period of thirty (30) years following the date that motor fuels ceased to be stored upon, on or under the premises or any portion thereof, for: residence of any type, places of worship, bed and breakfast facilities, rooming houses, hospitals, nursing home or similar geriatric facilities, child care, playground or recreational areas, schools (or any similar use which is intended to house, educate or provide care for children, the elderly or the infirm), agricultural uses, nor shall any portion thereof be used for the construction or installation of: (i) any water wells for drinking or food processing; (ii) underground storage space; (iii) underground utility space; (iv) additional underground utility conduits (vapor tight utility conduits are permitted); or (v) basements or any underground living space. This covenant shall survive delivery of the Deed and this covenant and agreement shall run with the Land herein conveyed and a similar restrictive covenant shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof (collectively, the "Deed Restrictions").

b. Except as expressly set forth above, the Deed Restrictions shall continue in full force and effect for a period of thirty (30) years following the date Grantee or the Grantee-Related Parties, subsequent owners, users, and occupiers of the Property, including any successors, lessees, assignees, and licensees cease to store motor fuel on the Property provided, however, if and to the extent that any of the reservations or covenants herein would otherwise be unlawful or void for violation of: (i) the rule against perpetuities; (ii) the rule restricting restraints on alienation; or (iii) any other applicable statute or common law rule analogous thereto or otherwise imposing limitations upon the time for which such covenants may be valid, then the provisions concerned shall continue and endure only until the expiration of a period of twenty-one (21) years after the death of the last to survive the class of persons consisting of all of the lawful descendants of former U.S. President George H. W. Bush, living as of the date of this Deed.

c. Grantee covenants and agrees with the Grantor, for the benefit of the Benefited Parties that if at the date of this Deed the applicable "as of right" zoning use of the Property does not include any residential use, that the Grantee, Grantee-Related Parties, subsequent owners, users, and occupiers of the Property, including all successors, lessees, assignees, and licensees will not at any time hereafter seek to or cause any application to be made to the relevant local governing authorities to amend the zoning of the Property to a use which includes any residential use whether on an "as of right" basis or on any other basis whatsoever, nor seek to take advantage of any non-conforming user rights or exceptions to use including special use permits.

4. Engineering and Institutional Controls

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34402, p. 0186, MSA_CE62_34258. Date available 11/08/2013. Printed 07/14/2022.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34402, p. 0187, MSA_CE62_34258. Date available 11/08/2013. Printed 07/14/2022.

a. Grantee acknowledges that the Property is and will be subject to certain Engineering and Institutional Controls (as defined in the Exxon Deed) imposed in connection with previous and ongoing corrective action activities at the Property. Grantee further acknowledges and agrees that in developing the Property, Grantee shall, at its sole cost and expense, adopt and use all engineering and related technical assistance available and standard to the industry and any required by any Public Authority or Exxon to protect the health and safety of persons and that, depending upon the nature of Grantee's development of the Property, Grantee acknowledges that it may need to consider the use of engineering controls to prevent the migration of vapors and/or liquids containing Contamination into any buildings, underground utilities or storm water retention/detention ponds, including, without limitation, vapor extraction systems, vapor barriers, sealed sumps and storm pond liners. At a minimum Grantee agrees that it will construct any buildings and develop the Property in accordance with the Engineering and Institutional Controls. Notwithstanding the foregoing, Grantor and Grantee acknowledge that, pursuant to that certain Fixed Price Master Services Agreement for Environmental Services dated June 14, 2010 (the "Kleinfelder MSA") by and between Kleinfelder East, Inc., a California corporation ("Kleinfelder") and Grantor, as the Kleinfelder MSA may be amended and supplemented from time to time with the prior written consent of Grantee, which consent shall not be unreasonably withheld, Kleinfelder shall be responsible for certain Remediation Activities related to Covered Contamination at the Property, as such Remediation Activities are described in the Kleinfelder MSA. Grantee hereby agrees to maintain, preserve and comply with all Engineering and Institutional Controls that currently exist, or may in the future be imposed on the Property, in connection with the Remediation Activities or corrective action activities conducted subsequent to the Effective Date.

b. Grantee acknowledges that additional provisions regarding Engineering and Institutional Controls are set forth in the Exxon Deed and that all of such provisions are covenants running with the land, binding upon Grantee and the Property.

c. The Engineering and Institutional Controls shall run with the land for the benefit of the Exxon-Related Parties and shall bind the Grantee and the Grantee-Related Parties, as applicable, and shall continue until released by the applicable Public Authority. Any transferee, assignee, or successor owner, lessee, licensee, occupier or user of the Property shall take its interest to the Property subject to the foregoing and other recorded provisions regarding Engineering and Institutional Controls and shall acknowledge in writing that it is subject to such provisions. Grantee hereby acknowledges that Grantee is subject to such provisions. The Benefited Parties shall have the right to enforce the provisions of this Section 4 against any subsequent owners, users and occupiers of the Property, including any successors, lessees, assignees and licensees.

5. <u>Reservation of Access</u>

a. This conveyance is made by Grantor and accepted by Grantee subject to the following reservation by Grantor for the benefit of the Benefited Parties for access to the Property following the Effective Date. Grantor, for the benefit of the Benefited Parties, reserves the right of access to the Property following the Effective Date and Grantee on behalf of itself

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and the Grantee-Related Parties grants to the Benefited Parties access to the Property after the Effective Date, at no cost to the Benefited Parties, as the Benefited Parties may require to undertake any environmental assessment, investigation, testing and Remediation Activities that the Benefited Parties or the Remediation Contractor deems necessary. Such access shall include, but is not limited to, the right to conduct such tests, take such groundwater or soil samples, excavate, remove, dispose of tanks and soil, and treat the soil and groundwater, conduct and/or continue environmental investigation, testing and Remediation Activities, and undertake such other actions as are reasonably necessary to perform such activities. Grantor shall use commercially reasonable efforts to minimize disruption of the Grantee's business activities during any demolition, tank removal, remediation, soil removal and other activities. Grantor or Grantor-Related Parties shall provide Grantee as much advance notice as reasonably practical of all potentially disruptive or intrusive activities to be undertaken on the Property; such notice may be in the form of a periodic written schedule of activities delivered from time to time. No advance notice shall be required for non-disruptive activities such as periodic monitoring of wells on the Property, if any. Grantee hereby agrees to indemnify, defend and hold the Benefited Parties harmless from all Claims made, incurred or assessed against any Benefited Parties by any persons or entities including, without limitation, the Public Authorities, as a result, directly or indirectly, of Grantee's failure to provide access to the Benefited Parties. Grantee releases the Benefited Parties from and against all Claims, including but not limited to those for loss of business and/or consequential damages associated with or arising out of Grantor's access to the Property pursuant to the terms of this Deed.

b. Grantee agrees that the Benefited Parties' reservation of access set forth in this Deed, and in the Exxon Deed, shall be a covenant that runs with the land herein conveyed and that Grantee agrees that Grantee shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof without first obtaining from the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, its agreement to recognize the Benefited Parties' reservation of access and the Benefited Parties' reservation of access shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof. Any transferee, assignee, or successor owner, lessee, licensee, occupier or user of the Property shall take title to the Property subject to the Benefited Parties' reservation of access. The rights and benefits of this reservation of access are personal to the Benefited Parties, inuring to the benefit of the Benefited Parties. The Benefited Parties shall have the right to enforce the provisions of this Section 5 against any subsequent owners, users and occupiers of the Property, including any successors, lessees, assignees and licensees.

c. Grantee agrees that any sale, transfer, conveyance or assignment of its interest in the Property or any part thereof or any lease, license or right to occupy or use the Property or any part thereof will be subject to Grantee reserving access rights to the Property on behalf of both Grantee and Grantee-Related Parties, which reservation shall be a covenant running with the land and a perpetual easement in gross in favor of Exxon.

6. <u>Maintenance of Records</u>

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34402, p. 0189, MSA_CE62_34258. Date available 11/08/2013. Printed 07/14/2022.

a. After the Effective Date, Grantee shall maintain or cause to be maintained daily inventory and tank maintenance records for the Property as required to comply with all applicable laws, rules and regulations. Grantee shall deliver legible copies of such records to Grantor within two (2) days of Grantor's request for such records. The Benefited Parties shall have the right to review these records as the Grantor-Related Parties deem necessary, acting reasonably. Additionally, within thirty (30) days after request from a Benefited Party, Grantee shall deliver to such Benefited Party legible copies of "as built" surveys or construction plans which show the location of any tanks, underground piping or other improvements installed or constructed by Grantee.

b. All of the covenants and agreements of Grantee set forth herein regarding the maintenance of records shall be covenants running with the land and binding upon the Property and Grantee. Grantee agrees that Grantee shall not complete any sale, transfer or assignment of its interest in the Property or any part thereof or enter into any lease, license or right to occupy or use the Property or any part thereof without first obtaining from the purchaser, transferee, assignee, lessee, licensee, occupier or any other person or entity having the right to use the Property, the obligation to maintain these records from any subsequent purchaser, transferee, assignee, lessee, occupier or any other person or entity having the right to use the Property and this obligation to maintain records shall be inserted in any other deed or lease or other instrument conveying or demising the Property herein conveyed or any part thereof.

7. Covenants running with the Land

The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and (except as expressly provided otherwise) shall inure to the benefit of the Parties, their subsidiaries, Affiliates, legal representatives, heirs, successors and assigns, as applicable.

8. Definitions

The following definitions are used in this Deed:

a. **"Affiliate"** means, with respect to any person, any person which or who directly or indirectly controls, is controlled by, or is under common control with such person. (For purposes of this definition, "control" will be inferred conclusively from power to vote more than 50% of the voting shares or comparable voting interests.).

b. **"Benefited Parties"** means (i) Exxon, its parent, subsidiaries, and Affiliates and their respective owners, officers, directors, employees, agents, divisions, contractors, invitees, servants, representatives, successors and assigns and (ii) Grantor-Related Parties.

c. **"Claims"** (or individually a "Claim"). The term Claims (or individually a Claim) means any pending or threatened suit, claim, cost, losses, damage, liability, payment, fine, penalty, cause of action, litigation, judgment, lien or expense, including but not limited to, reasonable attorneys' fees and other litigation expenses, whether known or unknown, that may be

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alleged or brought by any person or governmental entity, or any administrative, arbitration or governmental proceeding, investigation or inquiry.

d. **"Contamination"** means the presence at, on, under, originating or migrating from the Property of any chemical, compound, material, substance or other matter that: (i) is a flammable, corrosive, explosive, hazardous, toxic or regulated material, waste, or other injurious or potentially injurious material, whether injurious or potentially injurious by itself or in combination with other materials, including, but not limited to, asbestos, hydrocarbons, petroleum, petroleum additive or petroleum products, natural gas or gas compounds, volatile or semi-volatile organic or chemical compounds, including methyl tertiary butyl ether, polychlorinated biphenyl, herbicides, insecticides, or fungicides, or metals; or (ii) is controlled, designated in, regulated or governed by any applicable Environmental Law (as herein defined); or (iii) gives rise to any requirements or obligations (including but not limited to reporting, notice or publication requirements or response, removal or remediation) under any applicable Environmental Law. Contamination shall also include any previously unknown Contamination, any increase in existing Contamination or Covered Contamination.

e. **"Covered Contamination"** means Contamination of the Property of a specific type and amount that satisfies all of the following conditions: (a) was disclosed in the Evaluations, (b) existed at, on, under, originated or migrated from the Property prior to date of the conveyance of the Property from Grantor to Grantee, (c) was caused by, resulted from or arose from Grantor's or Exxon's operations prior to date of the conveyance of the Property from Grantor to Grantee, and (d) is required to be remediated to industrial/commercial standards by a Public Authority pursuant to Environmental Laws existing and enforceable on the Effective Date.

f. **"Environmental Law" or "Environmental Laws"** means any and all federal, state, or local laws, statutes, ordinances, rules, decrees, orders, or regulations relating to the environment, hazardous substances, hazardous materials, hazardous waste, toxic substances, pollutants or words of similar import, or environmental conditions at, on, under, or originating or migrating from the Property, or soil, water and groundwater conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*, the Toxic Substances Control Act, as amended, 15 U.S.C. § 2601, *et seq.*, the Clean Air Act, as amended, 42 U.S.C. § 1857 *et seq.*, the Federal Water Pollution Control Act, as amended, 42 U.S.C. § 1251 *et seq.*, and the Federal Hazardous Materials Transportation Act, 49 U.S.C. § 1801 *et seq.*, any amendments to the foregoing, and any similar federal, state or local laws, statutes, ordinances, rules, decrees, orders or regulations.

g. **"Evaluations"** means the Phase I and/or Phase II evaluations of the Property prepared on behalf of Exxon and made available to Grantor and Grantee.

h. **"Exxon-Related Parties"** means the Grantor-Related Parties as that term is defined in the Exxon Deed.

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i. **"Grantee-Related Parties"** means Grantee, its parent, subsidiaries, divisions, Affiliates, and their respective owners, officers, directors, employees, agents, representatives, contractors, invitees, servants, successors or assigns, its heirs and representatives and any lessee, licensee, occupier, user or subsequent owner of the Property.

j. **"Grantor-Related Parties"** means Grantor, its parent, subsidiaries, and Affiliates and their respective owners, officers, directors, employees, agents, divisions, contractors, invitees, servants, representatives, successors and assigns.

k. **"NFR Status"** means that no further remediation action is required to meet industrial/commercial standards as determined in writing by the Public Authority having jurisdiction over the Property, Remediation Activities or other applicable industrial/commercial state standards.

l. **"Public Authority"** or **"Public Authorities"** means any governmental (federal, state, local or other), regulatory, judicial, or other competent authority, including without limitation, an authority responsible for the administration or collection of any tax; a body or self-regulating entity responsible for the administration of Environmental Laws; a body or self-regulating entity responsible for any or all parts of the energy sector; and a body or self-regulating entity responsible for planning and related legislative activities. "Public Authority" includes any person appointed by any of the foregoing to carry out an investigation or an inquiry.

m. **"Remediation Activities" or "Remediation Activity"** means any investigation (including without limitation, any site investigation), study, assessment, testing, monitoring, containment, removal, disposal, closure, corrective action, remediation (whether active or passive), natural attenuation, bioremediation, response, monitoring, containment, removal, treatment, cleanup or abatement work, operations and maintenance, and Engineering or Institutional Controls, whether on-site or off-site, of Contamination to applicable standards as required by Environmental Laws.

n. **"Remediation Contractor"** means the environmental engineering firm selected by Grantor responsible for the Remediation Activities related to the Covered Contamination at the Property.

TO HAVE AND TO HOLD the Property, together with the appurtenances, estate, title and interest thereto, unto Grantee, Grantee's successors, heirs and assigns, in fee simple, forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied, Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the Property unto Grantee, Grantee's successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

Signatures appear on the following counterpart signature pages.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34402, p. 0192, MSA_CE62_34258. Date available 11/08/2013. Printed 07/14/2022.

IN WITNESS WHEREOF, Grantor has signed this deed this 28th day of October, 2013, but EFFECTIVE as of the 30 day of October, 2013 ("Effective Date").

Signed, sealed and delivered in the presence of:

GRANTOR:

26986 PIKESVILLE LLC,
a Delaware limited liability company

By: MESIROW REALTY SALE-LEASEBACK, INC., an Illinois corporation, its Manager

By: _____ (SEAL)
Name: Gerry W. Cohen
Title: Senior Managing Director

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On the 28th day of October, in the year 2013, before me, the undersigned, a notary public in and for said State, personally appeared Gerry W. Cohen as the Senior Managing Director of Mesirow Realty Sale-Leaseback, Inc., an Illinois corporation, as the Manager of 26986 PIKESVILLE LLC, a Delaware limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that they executed the same in their capacity and that by their signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

SEAL

Diane C. Murff
Notary Public

"OFFICIAL SEAL"
Diane C. Murff
Notary Public, State of Illinois
My Commission Expires 05/20/2017

My Commission Expires: 5/20/2017
Notary/Registration Number:

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GRANTEE:

A.I. GLENVIEW, LLC,
an Illinois limited liability company

By: _____ (SEAL)
Name: Marilyn Lustbader
Title: Manager

M & ML PATRIOT LLC,
an Illinois limited liability company

By: _____ (SEAL)
Name: Marilyn Lustbader
Title: Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On October 28th, 2013, before me the undersigned Notary Public, personally appeared Marilyn Lustbader, the Manager of A.I. GLENVIEW, LLC and M & ML PATRIOT LLC, each an Illinois limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the Person whose name is subscribed to the within instrument and acknowledged to me that he/she executed same in his/her authorized capacity, and that by his/her signature on the instrument the entity on behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal

_____
Notary Public

G.A. COSENTINO
Printed Name of Notary

[Notarial Seal]

OFFICIAL SEAL
G. A. COSENTINO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-18-2016

My commission expires: _____

Signature/Acknowledgment Page to Maryland Special Warranty Deed

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GRANTEE:

HOYNE PATRIOT LLC,
an Illinois limited liability company

By: _____ (SEAL)
Name: Howard Ruskin
Title: Manager

SSB PATRIOT LLC,
an Illinois limited liability company

By: _____ (SEAL)
Name: Howard Ruskin
Title: Manager

STATE OF ILLINOIS)
) ss.
COUNTY OF COOK)

On October 30th, 2013, before me the undersigned Notary Public, personally appeared Howard Ruskin, the Manager of HOYNE PATRIOT LLC and SSB PATRIOT LLC, each an Illinois limited liability company, personally known to me or proved to me on the basis of satisfactory evidence to be the Person whose name is subscribed to the within instrument and acknowledged to me that he/she executed same in his/her authorized capacity, and that by his/her signature on the instrument the entity on behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal

_____
Notary Public

G.A. COSENTINO
Printed Name of Notary

[Notarial Seal]

OFFICIAL SEAL
G. A. COSENTINO
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 6-18-2016

My commission expires: _____

Signature/Acknowledgment Page to Maryland Special Warranty Deed

THIS IS TO CERTIFY THAT THE WITHIN INSTRUMENT WAS PREPARED BY OR UNDER THE SUPERVISIONS OF THE UNDERSIGNED ATTORNEY DULY ADMITTED TO PRACTICE BEFORE THE COURT OF APPEALS OF MARYLAND.

By: John Ratino

Signature/Acknowledgment Page to Maryland Special Warranty Deed

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Schedule "A"

Legal Description – Store 26986

BEGINNING for the same at a point on the Northeastern Right-of-way Line of Reisterstown Road, Maryland Route 140, 66 feet wide, said point being situated S 42° 20' 22" E, 83.00 feet from a point formed by the intersection of the said Northeasterly Right-of-Way Line of Reisterstown Road, Maryland Route 140, 66 feet wide, and the Southeasterly Right-of-Way Line of Hooks Lane, 30 feet wide, said point also being the point of beginning as described in a deed dated 27 July 1932 and recorded among the Land Records of Baltimore County In Liber 902 folio 74; thence leaving said point of beginning and running and binding reversely on the outline of the aforementioned conveyance, as now surveyed, bearings referred to Baltimore County Metropolitan District Grid System, the six following courses and distances: (1) N 48° 6' 38" E, 104.54 feet, (2), N 42° 20' 22" W. 18.00 feet, (3) N 48° 6' 38" E, 169.60 feet to a pipe found, (4) S 42° 20' 22" E, 151.10 feet to an Iron Pin found, (5) S 14° 16' 38" W, 112.35 feet, and (6) S 45° 34' 38" W, passing through a pipe found at 1.88 feet, for a total distance of 152.59 feet to intersect the Northern Right-of-way Line of I-695, as shown on State Roads Commission Right-of-Way Plat No. 23203; thence running and binding on said Right-of-Way Line N 67°30'47" W, 65.36 feet to intersect the Northeast Right-of-Way Line Reisterstown Road, Maryland Route 140, 66 feet wide; thence running and binding along said Right-of-Way Line of Reisterstown Road, N 42° 20' 22" W, 142.58 feet to the place of beginning.

CONTAINING 1.229 acres more or less.

AND BEING recorded in Deed Book 5361 at Page 63.

BEGINNING for the same at a point formed by the intersection of the Northeast Right-of-Way Line of Reisterstown Road, Maryland Route #140, 66 feet wide, and the Southeasterly Right-of-Way Line of Hooks Lane, 30 feet wide; thence leaving said point of beginning and running and binding on a part of the aforementioned Southeasterly Side of Hooks Lane, as now surveyed, bearing referred to Baltimore County Metropolitan District Grid System, N 48° 6' 38" E, 202.89 feet; thence leaving said Southeasterly Right-of-Way Line of Hooks Lane and running S 42° 20' 22" E, 65.00 feet to intersect the fifth line as described in a conveyance from William Keir to Albert L. McQuire by deed dated 27 July 1932 and recorded among the Land Records of Baltimore County in Liber 902 folio 74, said point being situated S 48° 6' 38" E, 71.25 feet from a pipe found at the beginning of said fifth line; thence running and binding on a part of the said fifth line, and on the sixth and seventh lines in the aforementioned conveyance the following three courses: (1) S 48° 6' 38" W, 98.35 feet, (2) S 42° 20' 22" E, 18.00 feet, and (3) S 48° 6' 38" W, 104.54 feet to intersect the Northeast Right-of-Way Line of Reisterstown Road, Maryland Route 140, 66 feet wide; thence running and binding along said Northeastern Right-of-Way Line "N 42° 20' 22" W, 83.00 feet to the place of beginning.

CONTAINING 0.346 acres more or less.

AND BEING recorded in Deed Book 5361 at Page 63.

LESS AND EXCEPT that portion conveyed to Baltimore County in Deed recorded in Liber 5428 at folio 354.

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LESS AND EXCEPT that portion conveyed to the State of Maryland to the Use of the State Highway Administration in Deed recorded in Liber 17983 at folio 336.

Property Address: Reisterstown Road Baltimore, MD.

SURVEYORS LEGAL DESCRIPTION:

BEING more particularly described as follows:

BEGINNING at a point formed by the intersection of the southwesterly right of way line Hook's Lane and the southeasterly right of way line of Reisterstown Road, thence

1. Along the southwesterly right of way line of Hook's Lane, North 48°12'02" East a distance of 169.90 feet to a rebar set, thence

2. Along lands n/f Baltimore Convenience Mart Inc, South 42°20'22" East a distance of 64.68 feet to an iron pin found, thence

3. Continuing along the same, North 48°06'38" East a distance of 71.25 feet to a point, thence

Running the following courses and distances along lands n/f of Commerce Centre Venture, LLP

4. South 42°20'22" East a distance of 150.21 feet to a rebar set, thence

5. South 14°16'38" West a distance of 112.35 feet to a rebar set, thence

6. South 45°34'38" West a distance of 151.11 feet to a rebar set, thence

Running the following courses and distances along the southwesterly right of way line of Reisterstown Road

7. North 68°41'38" West a distance of 48.06 feet to a rebar set, thence

8. North 42°19'43" West a distance of 209.29 feet to a rebar set, thence

9. North 13°27'17" East a distance of 30.23 feet to a rebar set, thence

10. North 42°19'47" West a distance of 15.02 feet to the point and place of beginning.

CONTAINING 65,930 square feet or 1.5136 acres of land, more or less.

BEING the same property described in Special Warranty Deed dated June 23, 2010 and recorded among the Land Records of Baltimore County in Liber 29609, folio 246 which was granted and conveyed by Exxon Mobil Corporation, a New Jersey corporation unto Southside

Oil, LLC, a Virginia limited liability company.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34402, p. 0198, MSA_CE62_34258. Date available 11/08/2013. Printed 07/14/2022.

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34402, p. 0199, MSA_CE62_34258. Date available 11/08/2013. Printed 07/14/2022.

SCHEDULE 'B'
PERMITTED ENCUMBRANCE
STORE 26986

1. Taxes payable on an annual basis have been paid through the fiscal year ending June 30, 2014 and other public charges (including assessments by any County, Municipality, Metropolitan District or Commission) payable on an annual basis have been paid through the year ending December 31, 2013. Tax ID Numbers: 03-13-009026 and 03-19-012570

2. Metered water and/or waste water (WSSC) subsequent to the effective date hereof, a lien not yet due and payable.

3. Rights of tenant, as tenant only, under the unrecorded lease with Khizar, Inc., with no rights or options of purchase or rights or options of first refusal.

4. Easement dated February 26, 1975 and recorded among the Land Records of Baltimore County in Liber 5521, folio 180 by and between Exxon Corporation and Baltimore Gas and Electric Company, and shown Republic National Land Surveyors dated April 4, 2013 entitled "1803 Reisterstown Road, Baltimore, MD"

5. Easement set forth in Deed dated December 10, 2002 and recorded among the Land Records of Baltimore County in Liber 17983, folio 336 by and between Exxon Corporation and the State of Maryland to the use of the State Highway Administration of the Department of Transportation,

6. Terms, provisions, conditions, restrictions, covenants, reservation of access and repurchase option set forth in the Special Warranty deed between Exxon Mobil Corporation, a New Jersey Corporation, etc. and Southside Oil, LLC, a Virginia limited liability company, with an effective date of June 23, 2010 and recorded among the Land Records of Baltimore County in Liber 29609, folio 246 and Deed dated April 2, 2013, but effective April 4, 2013 and recorded April 19, 2013 among the Land Records of Baltimore County in Liber 33508, folio 405 by and between Southside Oil, LLC and 26986 Pikesville, LLC, a Delaware limited liability company.

7. Subject to the terms and provisions of an unrecorded Lease Agreement by and between Hoyne Patriot LLC, an Illinois limited liability company, M & ML Patriot LLC, an Illinois limited liability company, A.I. Glenview, LLC, an Illinois limited liability company, and SSB Patriot LLC, an Illinois limited liability company and Southside Oil, LLC dated October 30, 2013.

8. Unrecorded Subordination, Non-Disturbance and Attornment Agreement dated October ____, 2013.

9. ALTA/ACSM Land Title Survey prepared by Republic National Land Surveyors dated April 4, 2013 entitled "1803 Reisterstown Road, Baltimore, MD" disclosed the following:

(a) Fence line crosses deed line by at most 1.5';
(b) Walk crosses subject property;
(c) Planter crosses onto subject property; and

(d) Overhead wires running within and outside of property lines.

11. Terms and provisions of the unrecorded Amended and Restated Tenancy-In-Common Agreement between Hoyne Patriot LLC, an Illinois limited liability company, M & ML Patriot LLC, an Illinois limited liability company, A.I. Glenview, LLC, an Illinois limited liability company, and SSB Patriot LLC, an Illinois limited liability company.

12. Purchase Money Deed of Trust and Assignment of Rents and Leases and Security Agreement (and Fixture Filing) from Grantor in favor of Wells Fargo Bank, National Association.

13. Absolute Assignment of Leases and Rents from Grantor in favor of Wells Fargo Bank, National Association

14. UCC-1 Financing Statement made by Grantor, as Debtor to Wells Fargo Bank, National Association, as Secured Party.

4841-1060-5846, v. 2

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2013 MARYLAND FORM

Certification of Exemption from Withholding Upon Disposition of Maryland Real Estate
Affidavit of Residence or Principal Residence

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor

26986 Pikesville LLC, a Delaware limited liability company

2. Reasons for Exemption

Resident Status

☐ I, Transferor, am a resident of the State of Maryland.

☑ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR) 03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.

Principal Residence

☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 and is recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name

Signature

3b. Entity Transferors

(Witness/Attest)

26986 Pikesville LLC, a Delaware limited liability company

Name of Entity

By

Garry W Cohen

Name

Senior Managing Director of Mesirow Realty Sale-Leaseback, Inc., the Manager of 26986 Pikesville LLC

Title

12-49

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State of Maryland Land Instrument Intake Sheet
BALTIMORE COUNTY

Information provided is for use of the Clerk's Office, State Department of Assessments and Taxation and County Finance Office only.
(Type or Print in Black Ink Only--All Copies Must Be Legible)

1 Type(s) of Instruments	(X] Check Box if Addendum Intake Form is Attached)				
	1 Deed	2 Purchase Money Deed of Trust	3 Assignment od Leases and Rents	4 UCC Fin.	
2 Conveyance Type Check box	[ ] Improved Sale Arms-Length[1]	[ ] Unimproved Sale Arms-Length[2]	[ ] Multiple Accounts Arms-Length[3]	[ ] Not an Arms Length Sale[4]	
3 Tax Exemptions (if Applicable) Cite Or Explain Authority	Recordation				
	State Transfer				
	County Transfer				

SMP FD SURE 40.00
RECORDING FEE 75.00
TR TAX STATE 22,355.05
TOTAL 22,470.05
Rec# BA84 Rcpt # 35266
JLE CR Blk # 495
Nov 05, 2013 10:45 am

PM

4 Consideration And Tax Calculation	Consideration Amount		Finance Office Use Only	
	Purchase Price/Consideration	$ 4,471,010.00	Transfer and Recordation Tax Consideration	
	Any New Mortgage	$	Transfer Tax Consideration	$
	Balance of Existing Mortgage	$	X( )% =	$
	Other: (1)	$	Less Exemption Amount	$ 67065.15
			Total Transfer Tax	$
	Other (2)	$	Recordation Tax Consideration	$
			X( )per $500 =	$ 22360.00
	Full Cash Value	$	TOTAL DUE	$

Fees	Amount of Fees	Doc. 1	Doc. 2	
	Recording Charge	$ 75.00	$ 75.00	Agent:
	Surcharge	$ 40.00	$ 40.00	Tax Bill:
	State Recordation Tax	$ ~~22,357.50~~ 22360	$	
	State Transfer Tax	$ 22,355.05	$	C.B. Credit:
	County Transfer Tax	$ 67,065.15	$	
	Other	$	$	Ag. Tax/Other:
	Other	$	$	

6 Description of Property

Submission of all applicable information . A maximum of 40 indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(I)

District	Property Tax ID No.(1)	Grantor Liber/Folio	Map	Parcel No.	Var.LOG
03	03-13-009026	33508-405	0068	152 and 151	(5)

Subdivision Name	Lot(3a)	Block (3b)	Sect/AR(3c)	Plat Ref.	Acreage (4)
			1		

Location/Address of Property Being Conveyed (2): 1803 REISTERSTOWN ROAD

115-00

Other Property Identifiers (if applicable): 03-19-012570

Water Meter Account No.:

Residential [ ] or Non-Residential [X] | Fee Simple [X] or Ground rent [ ] Amount:

Partial Conveyance? [ ]Yes [X]No | Description/Amt.of SqFt/Acreage Transferred:

If Partial Conveyance, List Improvements Conveyed: 22355.05

7 From	Doc.1 – Grantor(s) Name(s)	Doc.2 – Grantor(s) Name(s)
	26986 PIKESVILLE LLC	A.I. GLENVIEW, LLC, M & ML PATRIOT LLC, HOYNE PATRIOT LLC and SSB PATRIOT LLC
	Doc.1 – Owner(s) of Record, if Different from Grantor(s)	Doc.2 – Owner(s) of Record, if Different from Grantor(s)

Transferred To	Doc.1 – Grantee(s) Name(s)	Doc.2 – Grantee(s) Names(s)
	A.I. GLENVIEW, LLC, M & ML PATRIOT LLC, HOYNE PATRIOT LLC and SSB PATRIOT LLC	WELLS FARGO BANK, NATIONAL ASSOCIATION
	New Owner's (Grantee) Mailing Address	
	555 Skokie Boulevard, Suite 260, Northbrook, Illinois 60062 – Attention: Howard M. Ruskin	

9 To Be Indexed	Doc.1 – Additional Names to be Indexed (Optional)	Doc.2 – Additional Names to be Indexed (Optional)
		FIDELITY TITLE INSURANCE COMPANY, Trustee

10 Contact/Mail Information	Instrument Submitted By or Contact Person	[x] Return to Contact Person
	Name: Gail Mangels	
	Firm: Fidelity National Title Insurance Company 13-0419-FN	[ ] Hold for Pickup
	Address: One North Charles Street, Suite 400, Baltimore, Maryland 21201	
	410-230-9575	[ ] Return Address Provided

11 IMPORTANT: *BOTH* THE ORIGINAL DEED *AND* A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information
[ ]Yes [ ]No Will the property being conveyed be the grantee's principal residence?
[ ]Yes [ ]No Does transfer include personal property? If yes, identify:
[ ]Yes [ ]No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required).

Assessment Use Only – Do Not Write Below This Line

[ ] Terminal Verification [ ] Agricultural Verification [ ] Whole [ ] Pad [ ] Tran. Process Verification

Transfer Number: Date Received: Deed Reference: Assigned Property No.:

Year		Geo. Zoning	Map	Sub.	Block
Land		Use	Grid	Plat	Lot
Buildings		Prev. Use	Parcel	Section	Occ.Cd.
Total		Town Cd.	Ex.St.	Ex.Cd.	

RECORDATION TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND
T.P. ART 12-108

REMARKS:

DOC# 2 3 4 5 6
Initials
Date 11-4-13

DUPLICATE PAID RECEIPT
BUSINESS ACTUAL TIME DRW
11/05/2013 11/04/2013 16:10:06 8
REG W504 WALKIN SHIL SAH
>RECEIPT # 599826 11/04/2013 OPEN
Dept 7 701 RECORDATION TAXES
ACCOUNT NO 031300902 6
Recpt Tot $89,425.15
$89,425.15 CK $.00 CA
Baltimore County, Maryland

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Addendum
State of Maryland Land Instrument Intake Sheet

❑ Baltimore City ❑ County: BALTIMORE

The addendum form should be used when one transaction involves more than two instruments.
Each instrument should be itemized in accordance with Section No. 1 of the Intake Sheet.

(Type or Print in Black Ink Only—All Copies Must Be Legible)

5 (Continued) **Fees**

Amount of Fees	Doc. 3	Doc. 4	Doc. 5	Doc. 6
Recording Charge	$ 75.00	$ 20.00	$	$
Surcharge	$ 40.00	$ 40.00	$	$
State Recordation Tax	$	$	$	$
State Transfer Tax	$	$	$	$
County Transfer Tax	$	$	$	$
Other	$	$	$	$
Other	$	$	$	$

7 (Continued) **Transferred From**

Doc. 3 – Grantor(s) Names(s)	Doc. 4 – Grantor(s) Names(s)
A.I. GLENVIEW, LLC, M & ML PATRIOT LLC,	A.I. GLENVIEW, LLC, M & ML PATRIOT LLC,
HOYNE PATRIOT LLC and SSB PATRIOT LLC	HOYNE PATRIOT LLC and SSB PATRIOT LLC
Doc. 5 – Grantor(s) Names(s)	**Doc. 6 – Grantor(s) Names(s)**
Doc. 3 – Owners(s) of Record, if Different from Grantor(s)	**Doc. 4 – Owners(s) of Record, if Different from Grantor(s)**
Doc. 5 – Owners(s) of Record, if Different from Grantor(s)	**Doc. 6 – Owners(s) of Record, if Different from Grantor(s)**

8 (Continued) **Transferred To**

Doc. 3 – Grantee(s) Names(s)	Doc. 4 – Grantee(s) Names(s)
WELLS FARGO BANK, NATIONAL ASSOCIATION	WELLS FARGO BANK, NATIONAL ASSOCIATION
Doc. 5 – Grantee(s) Names(s)	**Doc. 6 – Grantee(s) Names(s)**

9 (Continued) **Other Names to be Indexed**

Doc. 3 – Additional Names to be Indexed (Optional)	Doc. 4 – Additional Names to be Indexed (Optional)
Doc. 5 – Additional Names to be Indexed (Optional)	**Doc. 6 – Additional Names to be Indexed (Optional)**

Special Instructions

Special Recording Instructions (if any)

RECORDATION TAX NOT REQUIRED
Director of Budget and Finance
BALTIMORE COUNTY, MARYLAND
T.P. ART 12-108

DOC# 2 3 4 5 6
Initial
Date 11-4-13

Distribution: *White – Clerk's Office* *Pink – Office of Finance* *AOC-CC 301 (4/05)* *Canary – SDAT* *Goldenrod – Preparer*

BALTIMORE COUNTY CIRCUIT COURT (Land Records) JLE 34402, p. 0203, MSA_CE62_34258. Date available 11/08/2013. Printed 07/14/2022.