



EXHIBIT B
to Special Warranty Deed with Restrictions

Permitted Encumbrances

Use and Operating Restrictions, Notices, Acknowledgments, and Covenants

Grantee covenants and agrees, for and on behalf of itself and the other Grantee Parties, that the following use and operating restrictions, notices, acknowledgments, and covenants shall run with the land and each portion thereof, shall bind and restrict the Premises and each portion thereof, and shall be binding upon and inure to the benefit of the parties, including without limitation, Grantor, the other Grantor Parties, Grantee and the other Grantee Parties, as the case may be, and their respective heirs, devisees, representatives, successors and assigns, and any other person or entity expressly noted herein, and shall bind and restrict the Premises for the time periods noted herein:

I. Petroleum and Convenience Store Restriction. No part of the Property shall be used by Grantee or any other Grantee Party, directly or indirectly, for an automobile service station, petroleum station, gasoline station, automobile repair shop, convenience store, or car wash, or for the purpose of conducting or carrying on the business of selling, offering for sale, storage, handling, distributing or dealing in petroleum, gasoline, motor vehicle fuel, diesel fuel, kerosene, benzol, naphtha, greases, lubricating oils, any fuel used for internal combustion engines, lubricants in any form, automobile parts or accessories, tires, batteries, or other petroleum or petroleum-related products or convenience store items, except for the personal use or consumption of such products by Grantee or its lessees of the Property, unless any such use is in connection with the operation on the Property of a service station with respect to which any and all of the following sold on the Property are supplied by Grantor.

The above covenants and use restrictions bind and restrict the Premises as covenants and restrictions running with the land and each portion thereof, and are deemed to benefit Grantee as a supplier of fuels to lands or retail operations in the County in which the Premises is located. These restrictive covenants will remain in full force and effect for a term of twenty (20) years whereupon these restrictive covenants will automatically lapse and terminate and be of no further force or effect.

II. Environmental Matters.

A. Environmental Restrictions. To reduce the risks to human health and/or the environment and to permit application of corrective action standards that are consistent with applicable law, this conveyance is made by Grantor and accepted by Grantee on the express condition and subject to the following restrictions, notices, acknowledgments and covenants:

1. Groundwater Exposure Restriction. Except for existing water supply wells, 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, the "**Groundwater Exposure Restriction**"); provided, however, that the Groundwater 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 any remediation or environmental corrective action work on the Premises now or in the future.

2. Residential Use Restriction. The Premises shall not be used or occupied (if used or occupied at all) for residential purposes, and additionally, no part of the Premises shall be used for the purpose of operating a child care or elder care facility, a nursing home facility or hospice, a school, a church

or other place of worship, a park or a hospital (collectively, the “**Residential Use Restriction**”). If applicable state environmental laws and regulations define residential use, any use that is deemed to be a residential use by such laws and regulations will also be a residential use as the terms are used herein.

3. **Construction and Excavation Restrictions.**

3.1 **Below-grade Restriction.** Any building or other improvements constructed on the Premises shall have a slab-on-grade foundation, with the top of the slab at or above surface level, except for any building footings and/or underground utilities (the “**Below-grade Restriction**”).

3.2. **Construction Workers’ Caution Statement.** Prior to conducting any intrusive activities with respect to the Premises, Grantee and the other Grantee Parties shall cause all construction workers performing or assisting with such activities to be notified of possible petroleum hydrocarbon encounters and appropriately trained and certified in accordance with all environmental, health and safety laws, rules, regulations and ordinances.

B. **Duration.** The Groundwater Exposure Restriction, the Residential Use Restriction, the Below-grade Restriction, and the Construction Workers’ Caution Restriction, including their related restrictions, notices, acknowledgments and covenants (collectively, the “**Environmental Restrictions**”), shall run with the land and each portion thereof and shall be binding upon and inure to the benefit of Grantor, the other Grantor Parties, Grantee and the other Grantee Parties, and shall remain in full force and effect and bind and restrict the Premises, unless and until the Environmental Restrictions (or any portion thereof) are either: (1) waived in writing by Grantor under conditions which, in Grantor’s sole discretion, demonstrate that specific risks to human health and the environment are, have been, and/or will be appropriately reduced; or (2) released in writing by Grantor. Grantor may, at Grantee’s request, release a portion or portions of the Environmental Restrictions from the Premises upon Grantor’s receipt from Grantee of an acknowledgment from the all local, state, and federal environmental agencies having jurisdiction over the Property, obtained by Grantee at its sole cost and expense, that test results demonstrate that the Premises meets the then-current soil and groundwater standards for the Premises without that portion or portions of the Environmental Restrictions and that each applicable governmental agency approves the releasing of that portion or portions of the Environmental Restrictions.

III. **Certain Environmental Acknowledgments, Covenants and Notices.**

A. **Prior Use.** Grantee acknowledges that the Premises has been used as a service station or for related purposes for the storage, sale, transfer and distribution of motor vehicle fuels, petroleum products or derivatives containing hydrocarbons. Grantee acknowledges their receipt of a “No Further Action” letter, from the Missouri Department of Natural Resources, concerning the Property and will include said letter in their environmental assessment.

C. **Notice of Restrictions upon Conveyance.** Each instrument hereafter conveying any interest in the Premises or any portion of the Premises shall contain a recital acknowledging the Environmental Restrictions and providing the recording location of this Deed and prior deeds upon such conveyance substantially in the following form: “The real property described herein is subject to the Restrictions made by WALLIS OIL CO., INC., as Grantor, for its benefit and for the benefit of other parties and persons as set forth therein, and recorded with the Office of the Recorder of _____ on the ____ day of _____, 20__, in St. Charles County Deed Records at Volume ____, Page ____ and having Document No. _____, as if the same were fully set forth herein.” Notwithstanding the foregoing, any failure to include such notice shall not, in and of itself, create

any right or claim that any of the Environmental Restrictions of this Deed are void, voidable, or otherwise unenforceable in accordance with their terms.

IV. Defined Terms; Successors; Other.

Unless otherwise expressly noted herein, all initially capitalized terms used in this Exhibit B shall have the meanings ascribed to such terms as set forth in the Deed to which this Exhibit B is attached. By taking title to the Premises (or otherwise succeeding, directly or indirectly, to any of Grantee's right, title or interest in or to the Premises), each Grantee Party shall be conclusively deemed to have agreed to and accepted each and all of the terms, provisions and conditions of this Exhibit B, and to have agreed to be bound thereby. It is the intention of Grantor and Grantee that the terms, provisions, covenants and restrictions set forth in this Exhibit B shall be deemed to have vested upon the execution and delivery of this Deed by Grantor. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of the rule against perpetuities, then any such covenants and restrictions shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of President Joseph R. Biden. If any of the covenants or restrictions contained herein shall be unlawful, void or voidable for violation of any other statutory or common law rule(s) or regulation(s) imposing time limits, then any such covenants and restrictions shall continue only for the longest period permitted under such statutory or common law rule(s) or regulation(s). If any term, provision, condition, covenant or restriction in this Exhibit B shall, to any extent, be invalid or unenforceable, the remainder of this Exhibit B (or the application of such term, provision, condition, covenant or restriction to persons or circumstances other than in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision, condition, covenant and restriction set forth in this Exhibit B shall be valid and enforceable to the fullest extent permitted by law. Grantee acknowledges, for itself and the other Grantee Parties, that the breach of any of the covenants or restrictions contained in this Exhibit B on the part of Grantee or any other Grantee Party will result in irreparable harm and continuing damages to Grantor and Grantor's business, and that Grantor's remedy at law for any such breach or threatened breach would be inadequate. Accordingly, in addition to such remedies as may be available to Grantor at law or in equity in the event of any such breach, any court of competent jurisdiction may issue an injunction (both preliminary and permanent), without bond, enjoining and restricting the breach or threatened breach of any such covenant or restriction by Grantee or any other Grantee Party. In the event that Grantee or any other Grantee Party shall breach any of the covenants or restrictions set forth in this Exhibit B, then Grantee or such other Grantee Party (as applicable) shall pay all of Grantor's costs and expenses (including reasonable attorneys' fees) incurred in enforcing such covenants and restrictions.