

STATE OF ILLINOIS

COUNTY OF KANE

DECLARATION OF DEMOLITION COVENANT

THIS DECLARATION OF DEMOLITION COVENANT (this “Declaration”) is executed and effective as of the ____ day of _____, 2025, by QuikTrip Corporation, an Oklahoma corporation (“Declarant”).

RECITALS:

WHEREAS, Declarant is the fee owner of the real property described in Exhibit A attached hereto and incorporated herein, said property being hereinafter referred to as the “Declarant Property”; and

WHEREAS, the City of Aurora (the “City”) has requested that Declarant give certain assurances regarding demolition of the improvements on the Declarant Property upon the occurrence of certain events, as more particularly set forth herein, and Declarant has agreed to provide the same; and

NOW, THEREFORE, in consideration of the foregoing premises, and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the sum and sufficiency of which is hereby acknowledged, Declarant does hereby subject the Declarant Property to the following covenant:

In the event that the sale of retail motor fuels, including diesel fuel, ceases at the Declarant Property for a continuous period of twelve (12) months, Declarant shall, within one hundred eighty (180) days thereafter, remove all fuel canopies, underground storage tanks, fuel

pumps, and associated dispensing infrastructure, and shall restore the site to a condition compliant with applicable environmental laws and regulations. In addition to the foregoing, Declarant agrees that it shall demolish the convenience store building on the Declarant Property in the event that the convenience store building has ceased operations and been consecutively vacant for seven hundred fifty (750) days without being marketed for sale; provided, however, Declarant shall not be required to demolish the convenience store building in the event that the Declarant Property is being marketed for sale.

Notwithstanding the foregoing, if such cessation is caused by (a) a force majeure event—defined as acts of God, fire, flood, explosion, earthquake, pandemic, epidemic, war, civil unrest, or labor strikes that materially prevent performance of the required removal, (b) redevelopment, reconstruction, maintenance, and/or repair of the improvements on the Declarant Property (collectively, “Redevelopment”), (c) a generally applicable City-wide ordinance that is the subject to litigation or other legal challenge by Declarant, or (d) an ordinance or other formal action of the City, other than a generally applicable City-wide ordinance, that expressly prohibits the sale of motor vehicle fuel at retail on the Declarant Property, then the time for compliance with the removal obligation shall be suspended for the duration of such force majeure event, Redevelopment, litigation, or prohibition, but in no event for more than the later of: (a) eighteen (18) months in total, or (b) until the final conclusion of the applicable litigation, including any appeals.

If retail motor fuel sales do not lawfully resume within such eighteen (18) month period, or if the governmental prohibition becomes permanent, Declarant shall complete the required removal and site restoration within one hundred eighty (180) days thereafter.

Economic infeasibility, loss of market demand, changes in consumer preference, or the existence of governmental restrictions not specific to the subject property shall not constitute force majeure for purposes of this provision.

DECLARANT:

QUIKTRIP CORPORATION

(Name)
(Title)

STATE OF _____)
)
COUNTY OF _____) ss.

This instrument was acknowledged before me on this _____ day of _____, 20____, by _____, to me personally known, who, being by me duly sworn, did say that he/she/they is/are the _____ of QuikTrip Corporation, and

_____ acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

Notary Public

Exhibit A
“Declarant Property”