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MEMORANDUM OF SUPPLY AGREEMENT

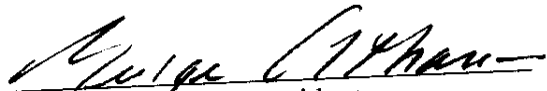
TAKE NOTICE that Sierra Petroleum Company, Inc. ("Supplier") and AKSRS Moffat, Inc. ("Customer") have entered into a Supply Agreement ("Agreement") dated as of January 26, 2006 regarding the property commonly known as 15857 S. Halsted, Harvey, Illinois 60246, and more particularly described on Exhibit A attached hereto and made a part hereof (the "Premises").

The Agreement provides for the supply of motor fuel to the Premises for a ten (10) year period.

Dated: May 2, 2008

SIERRA PETROLEUM COMPANY, INC.

By:


George Athans, President

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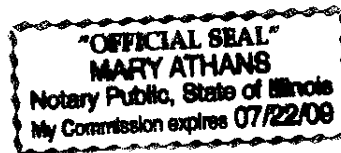
State of Illinois)

County of MCHENRY)ss.

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that George Athans, personally known to me to be the President of Sierra Petroleum Company, Inc. and Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such President, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act as such President, and as the free and voluntary act of said corporation for the uses and purposes therein set forth; and on his oath stated that he was duly authorized to execute said instrument.

GIVEN under my hand and notarial seal this 2 day of MAY, 2008.

Mary Athans
Notary Public



308-0320

Property of Cook County Clerk's Office

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EXHIBIT A

Agreement



SUPPLY AGREEMENT

This Supply Agreement (the "Contract") made and entered into between Sierra Petroleum Company, Inc., with a business address of 8195 Pyott Road, Lake in the Hills, Illinois 60156, hereinafter called "Seller"

and CAK SRS MOFFAT INC

with a business address of 15857 S. HALSTED, HARVEY IL 60426

hereinafter called "Purchaser" or "Franchise".

WITNESSETH:

In consideration of the mutual promises herein contained, Seller shall sell and deliver to Purchaser at the premises located at 15857 S. HALSTED, HARVEY IL 60426, (the "Premises"), and Purchaser shall purchase, receive and pay for, branded product(s) under the PHILLIPS 66 trademarks, service marks, trade names, brand names, trade dress, logos, color patterns, color schemes, design schemes, insignia, image standards or other brand identifications of Seller's supplier of such branded products (the "Proprietary Marks"), and other products, of the kind and in the quantities and under the terms and conditions specifically set forth in Commodity Schedule(s) annexed hereto and made a part hereof. Seller's supplier of such branded products under the Proprietary Marks is PHILLIPS 66, and such supplier and its successor(s) are referred to hereinafter as the "Supplier".

1. Duration. (a) This Contract shall be for a term of ten (10) years (the "Term"). The Contract shall become effective on the date of execution. (b) Seller shall have the right to grant temporary extensions of this Contract of up to 180 days per extension. Any such extension shall not be considered a renewal of this Contract.

2. Products. The following Commodity Schedule(s) forming a part of this Contract were affixed at or before the signing hereof.

COMMODITY SCHEDULE(S)	DATE
<u>63010</u>	<u>1-26-06</u>

By mutual agreement, this Contract may be amended from time to time by adding other or additional schedules, substituting revised schedules or by deleting one or more items or provisions from any Commodity Schedule(s) listed hereinabove. Additional and revised schedules shall be so marked and initialed by an authorized representative of Seller and by Purchaser and shall be affixed to and become a part of this Contract from and after the date appearing on such additional or revised schedule(s). Deletions shall be by notice given as provided herein and effective when accepted.

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3. Quantity. Seller shall sell to Purchaser and Purchaser shall purchase from Seller the product(s) covered by this Contract in the quantities shown on the applicable Commodity Schedule(s). However, during any period of this Contract for which the amount of any such product(s) that Seller is required to deliver to Purchaser is prescribed by government rules, regulations or orders, or becomes subject to an allocation by Supplier, the quantity of such product(s) covered by this Contract shall be the quantity so prescribed or allocated instead of the quantity shown on the applicable Commodity Schedule(s). For purposes of the Commodity Schedule(s), the "contract quantity" for any period shall be the quantity of product(s) which Seller is obligated to sell and Purchaser is obligated to buy under this Contract during that period whether prescribed by the attached Commodity Schedule(s) or by government rules, regulations or orders. In addition, if Supplier reduces its allocation of products to Seller, then the quantity of products that Seller is obligated to deliver and sell to Purchaser under the applicable Commodity Schedule(s) shall be reduced in the same proportion as Supplier's reduction of its allocation to Seller for the same product and grade. It is specifically agreed and understood that any purchase or sale in excess of the volumes described above shall not in any way be considered to modify this Contract as regards quantities to be delivered.

4. Price/Method of Payment. (a) The price of the product(s) covered by this Contract shall be as stated in the applicable Commodity Schedule(s). Purchaser shall pay cash (or at Seller's option, certified or cashier's check, money order, Electronic Funds Transfer ("EFT"), Automated Direct Debit System, or other means approved by Seller) for all goods delivered to Purchaser by Seller under the terms of this Contract except deliveries for which credit has been previously arranged in writing with Seller. Payment shall be made at the time of delivery. Purchases made and not paid for on delivery shall be payable at Seller's principal office unless otherwise specified by Seller.

(b) Where Seller requires payment via EFT, Purchaser will establish a commercial account with a financial institution that provides EFT services and will authorize Seller to initiate transfers of funds between Purchaser's account and Seller's accounts for payment of all amounts due to Seller under this Contract for the entire Term, including renewal periods. Purchaser shall not use, or permit to be used, said commercial account for personal, family, or household purposes. Purchaser will provide Seller with all information and authorization necessary to debit and credit Purchaser's account. Purchaser shall maintain at all times funds in its account sufficient to make payments to Seller at the time of the EFT transaction. Should any EFT transaction be rejected by Purchaser's financial institution for Purchaser's failure to maintain sufficient funds in Purchaser's account, in addition to any rights Seller may have under this Contract or the law, Seller may collect a service charge for each occurrence of such rejection by the financial institution, whether or not payment is subsequently paid by Purchaser. Seller may, at its sole discretion, require that subsequent payments be made by means of cash, certified or cashier's check, money order, or other means satisfactory to Seller. Purchaser shall indemnify, defend and hold Seller harmless for any losses, costs, or damages arising out of any breach or violation of this subparagraph 4(b).

(c) If at any time the financial responsibility of Purchaser shall become impaired or unsatisfactory to Seller, or should Purchaser be in arrears in his accounts with Seller, Seller may require as a condition of making further deliveries under this Contract, payment by Purchaser of all past due accounts and cash payment for all future deliveries.

5. Relationship of the Parties. (a) By this Agreement, Seller and Purchaser establish a "Franchise" and "Franchise Relationship" as defined by the Petroleum Marketing Practices Act, 15 U.S.C. §2801, *et seq.* (the "PMPA"). Purchaser acknowledges that its franchise relationship is exclusively with Seller. Nothing in this Contract may be construed as creating a direct franchise relationship between Purchaser and Supplier.

(b) Purchaser is an independent business with the exclusive right to direct and control the business operation at the Premises, including the establishment of the prices at which products and merchandise are sold. Seller reserves no control over the business at the Premises. Purchaser has no authority to employ anyone as an employee or agent of Seller for any purpose.

(c) Purchaser shall represent itself to the public as an independent and local business entity operating at the Premises under a franchise from Seller. Purchaser shall take necessary action to effect this representation, including placing a notice of Purchaser's status in a conspicuous place on the Premises and on stationery and written or graphic materials, the content, placement and form of which Supplier shall specify from time to time.

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6. Liability and indemnity. Neither Seller nor Supplier shall be liable to Purchaser or to any other person for any damage to or loss of property, or for injury to or death of persons or for the violation by Purchaser or any other person of any governmental statute, law, regulation, rule, or ordinance, arising from the operation or activities of Purchaser or any other person pursuant to this Contract. Purchaser shall indemnify, protect, defend, and save Seller and Supplier harmless from and against any and all losses, claims, liabilities, environmental cleanup costs, fines, penalties, suits and actions, judgments and costs, including attorneys' fees and the costs of litigation, which shall arise from or grow out of any injury to or death of persons, or damage to or loss of property, or violation by Purchaser or any other person of any governmental statute, law, regulation, rule, or ordinance, directly or indirectly arising out of, or resulting from, or in any way connected with (i) Purchaser's performance of this Contract, (ii) operation of Purchaser, or activities of any other person, at the Premises, or (iii) the condition of the Premises or of the adjoining streets, sidewalks or ways, irrespective of whether such injury, death, damage or loss is sustained by Purchaser or any other person, firm or corporation which may seek to hold Seller or Supplier liable. The existence or non-existence of any insurance that may be required under this Contract will not limit Purchaser's indemnity or other obligations under this Contract. This indemnity shall survive the termination or non-renewal of this Contract.

7. Credit Security Interest/Mortgage.

(a) While nothing herein shall be construed as obligating Seller to extend any credit to Purchaser, in the event Seller, in its sole determination does elect to extend credit to Purchaser, such extension of credit shall only be made in writing. If credit is so extended it shall be extended on the following terms and conditions:

(1) In the event payment is not made on or before the due date, a late payment charge in an amount established by Seller from time to time, not to exceed the maximum allowed by law, may be imposed for each month (and any part thereof) which elapses from due date to the date payment is received by Seller. Seller's right to collect a late payment charge does not operate as a waiver against Seller's right of termination of this Contract or of any other right that Seller may have at law or in equity for Purchaser's failure to pay sums owed when due.

(2) Seller will furnish to Purchaser statements of Purchaser's account upon Purchaser's request, but in no event more frequently than on a monthly basis. Payment of any such bills shall not prejudice the right of Purchaser to question the correctness thereof. Provided, however, all bills and statements rendered to Purchaser by Seller during any month shall conclusively be presumed to be true and correct after thirty (30) days following the end of any such month, unless within said thirty (30) day period Purchaser delivers to Seller's accounting office issuing said statement written exception thereto setting forth the item or items questioned and the basis therefor. Time is of the essence in complying with this provision.

(3) In the event there are additional business transactions between Purchaser and Seller, including without limitation those relating to credit sales of products other than those identified herein, promissory notes, or real estate, unless it is clearly indicated in writing by Purchaser as to how payments received by Seller from Purchaser are to be applied, then such payments shall be applied by Seller in the following order or priority: (i) trade accounts, (ii) promissory notes, (iii) rentals or other amounts due under any other agreement or transactions.

(4) Seller reserves the right to withdraw such credit immediately at any time on giving to Purchaser notice thereof. In the event credit is withdrawn, all amounts then due and owing shall become payable, and all future sales by Seller to Purchaser shall be for cash (or at Seller's option certified or cashier's check, money order or other means approved by Seller).

(5) Seller shall have the right but not the obligation to offset any indebtedness owed by Seller to Purchaser against any indebtedness owed by Purchaser to Seller, whether arising from the sale of goods or product(s) under this Contract, or from any other business transaction described in paragraph 7(c) above.

(b) In order to secure payment of all Purchaser's present and future indebtedness owed by Purchaser to Seller at any time during the Term of this Contract, including renewal periods, or upon its termination or expiration, Purchaser hereby grants to Seller a security interest and/or a purchase money security interest in (i) all of Purchaser's inventory of petroleum products and tires, batteries and accessories ("TBA") purchased from Seller, regardless of when purchased, (ii) all accounts receivable owing to Purchaser regardless of when or how incurred, (iii) all of Purchaser's equipment purchased from Seller, and (iv) all proceeds of Purchaser's inventory, accounts receivable and equipment. Purchaser shall sign all financing statements and renewals as necessary to provide public record of this security interest. In the event of insolvency of Purchaser, assignment for benefit of creditors, the institution of bankruptcy, insolvency, reorganization, receivership, debt adjustment, or liquidation proceedings, by or against Purchaser, or failure of Purchaser to perform any of the obligations of payment in accordance with the terms of

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payment established by Seller from time to time, Seller shall have the option without notice or demand upon Purchaser to declare an event of default under the Uniform Commercial Code, and upon any such default, Seller may declare all of Purchaser's indebtedness to Seller immediately due and payable. Thereafter Seller may proceed to enforce payment and may exercise any and all rights available to it. Seller reserves the right to require from Purchaser from time to time a security deposit, letter of credit, personal guaranty and/or other forms of security acceptable to Seller to secure Purchaser's obligations under this Contract or any other contract or agreement between Seller and Purchaser.

(c) In addition to the security interest provided for in the preceding paragraph, Purchaser shall execute a mortgage in the form attached hereto to further secure Purchaser's performance of each and every obligation and covenant hereunder.

8. Credit Cards

(a) As long as Seller elects to accept specified credit cards, credit identifications, fleet cards, debit cards, pre-paid cards or other similar transaction authorization cards (collectively "Transaction Cards"), Purchaser shall accept and honor all Transaction Cards identified in Supplier's Transaction Card guide and other similar manuals and guidelines, whether in written or electronic form (such guide, manuals, and other guidelines referred to as the "Card Guide") for the purchase of authorized products and services. Purchaser shall account for and process all such transactions in strict compliance with the terms set forth in the Card Guide. Purchaser shall pay any Transaction Card processing fee that may be assessed for providing such services.

(b) Seller shall accept from Purchaser all transactions generated as a result of purchases made with authorized Transaction Cards and shall process such purchases in accordance with the terms in the Card Guide. At Seller's option, Seller shall pay the amount of the transactions to Purchaser, after deducting any processing fee in effect under Supplier's then current Card Guide, by: (i) check to Purchaser; (ii) a credit to Purchaser's bank account by EFT; or (iii) setting off the amount against Purchaser's account with Seller. Purchaser hereby grants Seller a security interest in Purchaser's rights to credit card payments to the full extent of the amounts owed by Purchaser to Seller at any and all times.

(c) For each transaction not authorized, disputed by a customer, or otherwise subject to charge back under the Card Guide, Seller may either charge the amount to Purchaser's account or require Purchaser to make immediate refund to Seller, including refund by draft or EFT initiated by Seller, without any deduction for any processing fee.

(d) Purchaser acknowledges receipt of a copy of the Card Guide and shall comply fully with the operating rules, terms and conditions thereof. Without limiting any rights or remedies available to Seller, if Purchaser fails to comply with this paragraph or the Card Guide, Seller may limit or terminate Purchaser's right to participate in Supplier's Transaction Card program. Further, Supplier or Seller may alter, modify, amend, or terminate the Transaction Card program at any time upon notice to Purchaser.

(e) Seller and Supplier shall have the right to charge back sales transaction amounts. Purchaser shall maintain a record of each sales transaction (including the actual draft generated by the sale) for a period of no less than six (6) months from the date of the transaction. Any credit card transactions that are charged back because of failure to comply with the then-current instructions and policies in the Card Guide or because of customer dispute will be the responsibility of the Purchaser. Purchaser shall be responsible for imprinters lent to it. In the event an imprinter is lost, stolen or damaged beyond repair, Purchaser shall reimburse Seller in full for the cost thereof.

(f) Purchaser and Seller agree that all Transaction Card sales at the Premises shall be made pursuant to Supplier's point of sale ("POS") system for processing Transaction Cards. Purchaser shall lease the POS machine and other associated equipment from Seller during the initial Term and any renewal of this Contract and comply with Supplier's POS policies and guidelines, as amended from time to time. Purchaser shall pay to Seller rent and other fees associated with the operation of the POS. Said rent and fees shall be the same as those charged to Seller by Supplier. Payment shall be due and payable at the time and place designated by Seller from time to time. Seller reserves the right to increase the rental and/or fee amount charged for the POS machine if Supplier increases the amount charged to Seller for use of the machine. Purchaser understands that Supplier's software or firmware may be installed in the POS machine for use at the Premises and that such software or firmware are proprietary products of Supplier. In such event, Purchaser understands and agrees that it has no right, title, or ownership interest in such software or firmware and agrees that it will not attempt to reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of such software or firmware.

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9. **Delivery.** Delivery of the product(s) covered by this Contract and passage of title and risk of loss shall be as stated in the applicable Commodity Schedule(s).

10. **Taxes.** It is agreed that any duty, tax, fee or other charge which Seller may be required to collect or pay under any municipal, state, federal or other laws now in effect or hereafter enacted with respect to the production, manufacture, inspection, transportation, storage, sale, delivery or use of the product(s) covered by this Contract shall be added to the prices to be paid by Purchaser for product(s) purchased hereunder.

11. **Failure To Perform.**

(a) Any delays in or failure of performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages if and to the extent that such delay or failure is caused by occurrences including, but not limited to, acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; acts of war, rebellion or sabotage or damage resulting therefrom; embargoes or other import or export restrictions; fires, floods, explosions, accidents, or breakdowns; riots; strikes or other concerted acts of workers, whether direct or indirect; or any other causes whether or not of the same class or kind as those specifically above named which are not within the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent or provide against. A party whose performance is affected by any of the causes set forth in the preceding sentence shall give prompt written notice thereof to the other party.

(b) Seller shall be under no obligation to make deliveries hereunder at any time when in Seller's sole judgment it has reason to believe that the making of such delivery would be likely to cause strikes to be called against it or cause its properties to be picketed.

(c) Seller shall not be required to make up deliveries omitted on account of any of the causes set forth in this paragraph.

(d) Nothing in this paragraph shall excuse Purchaser from making payment when due for deliveries made under the Contract.

12. **Excess Quantities.** In the event Seller should actually deliver to Purchaser, and Purchaser should actually accept and receive, during the Term hereof, including renewal periods, quantities of product(s) in excess of the maximum quantities herein provided, Purchaser shall pay for said product(s) at the prices and in the method herein provided. However, nothing in this paragraph shall be deemed to authorize the purchase of quantities otherwise unauthorized under monthly or annual quantity limitations.

13. **Determination of Quantity and Quality.** The quantity and quality of product(s) sold hereunder shall be for all purposes conclusively deemed to be the quantity and quality set forth in Seller's document of delivery unless, within twenty-four (24) hours of the time of delivery, Purchaser delivers to Seller written notice of any claimed shortage in quantity or claimed deviation in quality, or where discovery of any such shortage or deviation could not reasonably have been discovered by careful inspection at the time of delivery, within three (3) days after discovery. Time is of the essence in complying with this provision.

14. **Trademarks.**

(a) Subject to the approval of Seller and Supplier, Seller grants to Purchaser the non-exclusive right to use Supplier's Proprietary Marks at the Premises in connection with the advertising, marketing, and resale of the petroleum products purchased from Seller under this Contract. Purchaser agrees that petroleum products of others will not be sold by Purchaser under the Proprietary Marks. Purchaser understands and agrees that Supplier retains the right, subject to requirements of law, to withdraw the right to use such Proprietary Marks from Purchaser at any time, notwithstanding any request or demand by Seller to the contrary. Purchaser understands, acknowledges, and agrees that Supplier may promulgate from time to time standards, policies, guidelines, procedures, programs, requirements, specifications, standards, strategies, and instructions ("Image and Operations Guidelines") regarding image, appearance, station operations, promotions, advertising, the size and location of signs, the wearing of uniforms, and other matters related to the sale of motor fuels under the Proprietary Marks. Purchaser agrees that such Image and Operations Guidelines may be promulgated by any means, including without limitation Seller's and/or Supplier's marketing website, email or other electronic means. Irrespective of the means in which such Image and Operations Guidelines are promulgated, Purchaser shall comply fully with the Image and Operations Guidelines as they exist from time to time and cause its employees to do the same. Failure on the part of Purchaser

Sierra Petroleum Co. Inc Fuel Supply Agreement 5

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or Purchaser's employees to comply fully with the requirements set forth in the Image and Operations Guidelines shall be grounds for termination of this Contract.

(b) It is further expressly understood and agreed that Seller shall have the right to substitute the trademarks, service marks, trade names, brand names, trade dress, logos, color patterns, color schemes, design schemes, insignia, image standards and/or other brand identifications owned or controlled by a supplier other than Supplier for the Proprietary Marks. In the event of such substitution, all references to the Supplier in this Contract shall be deemed to refer to the substituted supplier and all references to the Proprietary Marks herein shall be deemed to refer to the trademarks, service marks, trade names, brand names, trade dress, logos, color patterns, color schemes, design schemes, insignia, image standards and/or other brand identifications of said substituted supplier.

(c) Upon termination or expiration of this Contract or prior thereto upon demand by Seller or Supplier, Purchaser shall discontinue the posting, mounting, display or other use of said Proprietary Marks except only to the extent they appear as labels or identification of products manufactured or sold by Seller and are still in the containers or packages designed or furnished by Seller. In the event that Purchaser fails to do so to the satisfaction of Seller or Supplier, subject to applicable law, Seller and Supplier (i) shall have the right to cause any and all signage, placards, and other displays bearing the Proprietary Marks to be removed from the Premises; and (ii) shall have the right to use any means necessary to remove, cover or obliterate the Proprietary Marks, including entry to the Premises, to do so. In the event the Seller or Supplier take any such action hereunder, Purchaser shall bear all costs and expenses thereof, including without limitation the costs of removing, obliterating, or covering the Proprietary Marks, attorney fees, and other legal costs and expenses. Purchaser shall provide, upon Seller's request, a list of all signage bearing the Proprietary Marks at the Premises. Under no circumstances will Purchaser display signage bearing the Proprietary Marks at the Premises without the prior written approval of Seller.

(d) Purchaser acknowledges and understands that it is not Supplier's licensee of the Proprietary Marks. Purchaser shall not shall not mix, commingle, blend, adulterate, or otherwise change the composition of any of the product(s) purchased hereunder and resold by Purchaser under said Proprietary Marks with other products or substances in any manner.

(e) Seller and Supplier are hereby given the right to enter the station Premises and to examine at any time, and from time to time, the contents of Purchaser's tanks or containers in which said product(s) purchased hereunder are stored and to take samples therefrom and, if in the opinion of Seller or Supplier, any samples thus taken are not said product(s) and in the condition in which delivered by Seller to Purchaser then Seller may at its option cancel and terminate this Contract.

(f) If there shall be posted, mounted, or otherwise displayed on or in connection with the Premises any Proprietary Marks or any other sign, poster, placard, plate, device or form of advertising matter whether or not received from Seller, consisting in whole or in part of the name of Supplier or Seller owned or used by Supplier or Seller in its business, Purchaser agrees at all times to display same in compliance with the standards, guidelines and instructions of Supplier and Seller and to discontinue the posting, mounting or display of same immediately upon Purchaser's ceasing to sell motor fuels (or other products of Supplier) under the Proprietary Marks or, in any event, upon demand by Seller or Supplier. Purchaser shall take no action, or otherwise do anything or fail to do anything, that will diminish, reduce, injure, dilute, or otherwise damage the value of the Proprietary Marks or other trademarks or identifications of Supplier.

(g) While using the Proprietary Marks, Purchaser shall: (i) operate the Premises responsibly, with due care, prudence, good judgment, and skill; (ii) not engage in dishonest, fraudulent, or scare selling practices; (iii) promote diligently the sale of motor fuel from the Premises; (iv) perform all services in a good, workmanlike manner; (v) keep the Premises, the driveways, parking spaces, and sidewalks neat, clean and in good repair; (vi) keep the yards, lawns, shrubs and other plantings neat and clean and free from weeds, debris, snow, ice, and rubbish; (vii) comply with all laws, ordinances, rules and regulations of constituted public authority governing the use and occupancy of the Premises and the conduct of Purchaser's business at the Premises; (viii) ensure that no material in any form of a pornographic or sexually explicit nature are displayed, used, stored, offered, rented or sold at the Premises; and (ix) prohibit the consumption of alcoholic beverages and the sale and use of illegal drugs or drug paraphernalia at the Premises.

(h) Purchaser understands that Supplier may require retail service station dealers operating under the Proprietary Marks and their employees to attend and complete Supplier conducted or sponsored training programs from time to time. Purchaser shall attend and complete such training, or where Purchaser is not an individual, cause its employees to attend and complete such training as may be required by Supplier. Seller shall be under no obligation to bear any costs or expenses associated with the attendance of Purchaser or Purchaser's employees at such training.

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(i) Purchaser shall participate in Supplier's image evaluation program, "mystery" or shop audit program, or any other similar program, conducted or sponsored by Supplier. Purchaser shall promptly take corrective action as required by Supplier to bring the Premises into compliance with the Image and Operations Guidelines. Purchaser understands and agrees that Purchaser's failure to comply with any such program shall be a material breach of this Contract.

(j) Purchaser understands and acknowledges that Seller may install, or has installed, certain signage at the Premises for the purpose of displaying the Proprietary Marks. Unless the parties hereto have agreed otherwise, Purchaser agrees that said signage shall remain the property of Seller and that said signage may not be removed, transferred, sold, or otherwise disposed of without the prior written consent of Seller.

(k) While using the Proprietary Marks at the Premises, Purchaser shall conduct only such businesses or activities at the Premises that are approved in writing by Seller. Except as otherwise permitted, Purchaser shall not use the Proprietary Marks or Supplier's name as part of Purchaser's corporate name or other name.

(l) At no time may Purchaser use any trademarks, trade dress, logo types, or names confusingly similar to the Proprietary Marks.

15. Inspection of Records; Audit. Purchaser acknowledges and agrees that Seller and Supplier have a right to inspect Purchaser's operation of the businesses conducted at the Premises, and in particular have a right to verify that Purchaser is complying with (a) all its contractual obligations contained in this Contract, including but not limited to Purchaser's use of the Proprietary Marks, and (b) all federal, state and local laws and regulations pertaining to the environmental protection and trademark use. In order that they may exercise the aforementioned rights, Seller and Supplier shall have the right, and Purchaser shall permit Seller and Supplier, to enter the Premises unimpeded to review and audit all station records including, but not limited to, all records of deliveries, sales and inventory reconciliation, to take samples of motor fuels stored at the Premises, and to inspect equipment.

16. Customer Service and Complaints. While using Proprietary Marks, Purchaser agrees: (a) to render appropriate, prompt, efficient, courteous service at the Premises to Purchaser's customers for such product(s) and to respond expeditiously to all complaints of such customers, making fair adjustment when appropriate; (b) to conduct Purchaser's business in a fair and ethical manner and maintain the Premises' facilities, all in a manner which will foster customer acceptance of and desire for the product(s) sold by Seller to Purchaser; (c) to provide sufficiently qualified and neatly dressed attendants, uniformed as appropriate, to render first-class service to customers; (d) to maintain the restrooms in a clean, orderly, sanitary, and well lighted condition and adequately provided with necessary supplies; (e) not to employ or permit any illegal, unethical, coercive, deceptive or unfair practices in the operation of the Premises; and (f) not to store or sell illegal or prescription drugs or permit the same to be used or consumed at the Premises; (g) not to display, use, store, offer for sale, or rent any item of a pornographic nature at the Premises (such items shall include, without limitation, pornographic, sexually explicit, or so-called "adult": magazines, videotapes, compact disks, digital video disks, or other like items); (h) to prohibit the sale or storage of intoxicating beverages at the Premises unless otherwise permitted by Seller, in which event, Purchaser shall keep a valid beer and wine license for the sale thereof at the Premises; (i) to offer three (3) grades of gasoline products branded under the Proprietary Marks for sale to the public; (j) to assist in maintaining a high level of customer acceptance of the Proprietary Marks by keeping the Premises open for dispensing of product(s) associated with such Proprietary Marks for such hours each day and days each week as follows, unless prohibited by state law, in which event the Premises shall be kept open for the maximum number of hours each day and days each week permitted under applicable law:

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
Open	_____	_____	_____	_____	_____	_____	_____
Closed	_____	_____	_____	_____	_____	_____	_____

These are the minimum hours of operation and they do not preclude the Purchaser from opening the facility at other times. Holiday closings shall include _____.

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17. Quality, Specification or Name of Product. Seller shall have the right at its sole discretion at any time during the life of this Contract to (a) change or alter the quality, grade, or specifications of any product(s) covered by this Contract or (b) discontinue the availability of any such product(s) if such change or discontinuation is effected by Supplier. Any such change or discontinuation shall not affect the minimum purchase requirements set forth in the Commodity Schedule(s) attached hereto. Seller shall give Purchaser written notice of discontinuance of the manufacture of any product(s) covered by this Contract. The Contract shall terminate as to such product(s) when such notice is effective.

18. Assignment/Sale/Abandonment. (a) Purchaser's interest in this Contract shall not be transferred or assigned by Purchaser in whole or in part, directly or indirectly, without the prior written consent of Seller. As a condition for Seller's consent to the transfer or assignment of Purchaser's interests under this Contract, Seller shall have the right, to the extent permissible by law, to require the proposed transferee or assignee to execute a mutual termination agreement terminating this Contract and enter into a trial franchise motor fuel supply agreement, as the term "trial franchise" is defined in the PMPA. Nothing contained in the foregoing sentence shall limit Seller's right to impose other conditions or requirements for its consent under this paragraph.

(b) If Seller consent to a transfer or assignment of the Contract by Purchaser, Purchaser shall sign and deliver to Seller a general release in form and substance satisfactory to Seller, of any and all claims against Seller and its affiliates and their respective officers, directors, shareholders, employees, and agents, in their corporate and individual capacities.

(c) In the event of any proposed sale of Purchaser's assets during the Term of this Contract, Seller shall have a right of first refusal to purchase any and all of Purchaser's assets at the same price and on the same terms as those proposed.

(d) If, during the Term of this Contract, Purchaser ceases operation of a retail gasoline service station at the Premises for any period of time in excess of five (5) days, Seller shall have the right to declare that Purchaser has abandoned the Premises. In such event, Seller shall have the right to foreclose its mortgage and security interests, in addition to any and all other remedies at law or in equity.

(e) Seller may assign this Contract in whole or in part upon ten (10) days' prior written notice to Purchaser.

19. Waiver. No waiver by either party of any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

20. Environmental Compliance

(a) Purchaser shall become informed about and comply with all local, state and federal laws, statutes, regulations and ordinances related to environmental protection or compliance relevant to Purchaser's operations at the Premises, whether currently in effect or which may come into effect in the future.

(b) Purchaser shall comply with all applicable local, state and federal underground storage tank ("UST") compliance requirements, whether currently in effect or which may come into effect in the future, including, but not limited to: (i) required inspections of any release detection equipment for USTs and product lines; (ii) required inspections of any automatic tank gauging equipment; and (iii) maintenance and required inspections of any vapor recovery equipment. Purchaser shall maintain written records of all maintenance and inspections of UST equipment. Purchaser will maintain such records at the Premises for at least twelve (12) months, or longer, if required by law.

(c) Purchaser shall make accurate daily physical measurement of all products stored in USTs and perform accurate daily and monthly reconciliation of such measurements with metered sales and product deliveries in accordance with Seller, state, local and federal requirements. Purchaser shall develop and maintain accurate written records of the daily physical product measurements and daily and monthly reconciliation. Purchaser will maintain such records at the Premises for at least twelve (12) months, or longer if required by law. Purchaser shall immediately notify Seller and any appropriate local, state or federal governmental agency after discovery of any inventory loss or other condition which may be the result of a leaking UST or other equipment failure. Seller shall immediately investigate and undertake all appropriate initial abatement and other emergency measures to contain, treat, mitigate and/or remediate a discharge, spill, or release of motor fuels or other petroleum products at the Premises. Purchaser shall cooperate at all times with Seller during any such investigation or remedial activity.

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(d) Purchaser shall become informed about and comply with all applicable local, state and federal requirements related to the generation, handling, transportation, treatment, storage and/or disposal of solid or hazardous wastes. Purchaser also shall implement appropriate recycling, waste management and waste minimization practices and procedures as necessary to remain in compliance with all applicable local, state and federal environmental protection and compliance requirements.

(e) Purchaser agrees that representatives of Seller and /or Supplier shall be permitted to enter upon the Premises from time to time to perform physical measurements and reconciliation of product stored in USTs and to inspect and/or test any equipment and records used for complying with any local, state, or federal environmental protection or environmental compliance requirements, including, but not limited to, Purchaser's reconciliation and inspection records. However, Seller is not obligated to make any such inspections or tests.

(f) Purchaser shall, if requested by Seller, cooperate in all current and future environmental protection programs established by Seller and/or Supplier.

(g) Purchaser shall properly maintain all USTs, hoses, connections, and associated equipment at the Premises. Seller may, without liability to Purchaser, refuse to make delivery of products covered under this Contract if Seller believes any UST, hose, connection, or associated equipment is not safely maintained or in compliance with applicable safety standards.

(h) Purchaser shall indemnify, defend, protect and hold Seller, its employees, officers, directors, shareholders, agents and affiliates harmless from and against any and all liabilities, losses, obligations, claims, damages (consequential or otherwise), penalties, suits, actions, judgments, costs and expenses (including attorneys' fees) of whatever nature for personal injury (including death) of persons (including, without limitation, agents and employees of Seller or Purchaser) or property damage (including, without limitation, damage to the property of Seller or Purchaser), which may be imposed on, incurred by or asserted against Seller directly or indirectly, (i) caused in whole or in part by Purchaser's failure to comply with the terms of this paragraph 20 or with any local, state or federal law, statute, regulation or ordinance, whether currently in effect or which may come into effect, related to environmental protection or environmental compliance or (ii) for any releases or discharges of petroleum products into the environment caused, in whole or in part, by the acts or omissions of Purchaser, its employees, agents, contractors, customers, licensees, or invitees. This indemnity in no way limits and is intended to be within the scope of the general indemnity set forth in paragraph 6 hereof. The terms and provisions of this paragraph 20 shall survive the expiration or termination of the Contract.

21. Price Regulation.

(a) If at any time Seller determines that due to governmental regulations, it is unable to increase the price of any of the product(s) deliverable under this Contract by an amount which is sufficient in Seller's judgment to reflect increases in either (i) the cost of such product(s) to Seller or Seller's supplier or (ii) the fair market value of such product(s), which have occurred since the date of this Contract or the date of the last increase in the price of such product(s) whichever is later, Seller may cancel this Contract upon thirty (30) days' written notice to Purchaser, or may suspend this Contract while such limitation is in effect.

(b) Notwithstanding any other provision of this Contract, if any state or local law, rule, regulation, or order (i) regulating the price at which a product(s) to be delivered hereunder may be sold, or (ii) limiting the discretion of Seller to determine to whom they will sell such product(s) becomes effective during the term of this Contract in any state in which such product(s) is to be delivered hereunder, Seller shall have the right to terminate this Contract immediately.

22. Notices. All written notices required or permitted to be given by this Contract shall be deemed to be duly given if delivered personally or sent by certified or overnight mail to Seller or to Purchaser, as the case may be, at the address set forth above or to such other address as may be furnished by either party to the other in writing in accordance with the provisions of this paragraph. The date of mailing shall be deemed the date of giving such notice, except for notice of change of address, which must be received to be effective.

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23. **Equipment/Trade Fixtures.** (a) Purchaser shall provide all necessary buildings, improvements, equipment, tools, and like appliances, except for equipment and/or trade fixtures listed on the Schedule attached hereto as Attachment "A". It is expressly understood and agreed that title to all equipment and/or trade fixtures listed in Attachment "A" shall at all times remain with Seller. In no event shall such equipment and/or trade fixtures be considered a part of the real estate, nor shall the same be levied upon or sold as the property of the Purchaser. Should any such equipment and/or trade fixtures be levied upon, Purchaser shall immediately notify both the levying creditor, disclaiming ownership and the Seller, in order that the Seller may protect its rights. The Purchaser shall not encumber or remove the equipment and/or trade fixtures or do or cause to be done anything which results in said equipment and/or trade fixtures or any part thereof being seized, taken in execution, attached, destroyed or damaged or otherwise disturbing or damaging Seller's title to the equipment and/or trade fixtures.

(b) If damage to or destruction of any equipment or trade fixtures provided by Seller occurs in connection with Purchaser's operations at the Premises, Purchaser shall pay Seller the cost of repair or replacement.

24. Termination.

(a) This Contract shall terminate upon expiration of the Term of this Contract.

(b) This Contract may be terminated by Seller: (i) if Purchaser makes any material false or misleading statement or representation which induces Seller to enter into this Contract, or which is relevant to the relationship between the parties hereunder; (ii) if Purchaser becomes insolvent or commits an act of bankruptcy or takes advantage of any law for the benefit of debtors or Purchaser's creditors, or if a receiver is appointed for Purchaser; (iii) if possession of the business location(s) of the Purchaser is interrupted by act of any government or agency thereof; (iv) if Purchaser fails to pay in a timely manner any sums when due hereunder; (v) if Purchaser defaults in any of its obligations under this Contract; (vi) if Purchaser is declared incompetent to manage his property or affairs by any court, or if Purchaser is mentally or physically disabled for three (3) months or more to the extent that Purchaser is unable to provide for the continued proper operation of the business of the Purchaser; (vii) under the circumstances described as causes for termination by Seller elsewhere in this Contract; (viii) if Purchaser dies; (ix) if Purchaser engages in fraud or criminal misconduct relevant to the operation of the business of the Purchaser; (x) if Purchaser is convicted of a felony or of misdemeanor involving fraud, moral turpitude or commercial dishonesty, whether or not the crime arose from the operation of the business of the Purchaser; (xi) if Purchaser fails to purchase the minimum monthly gallonage requirements outlined in paragraph 1 of the attached Commodity Schedule(s); (xii) if Purchaser fails to maintain an inventory of any one or more grades of motor fuel covered by this Contract in an amount adequate to meet customer demand; (xiii) if there occurs any other circumstance under which termination of a franchise is permitted under the provisions of the Petroleum Marketing Practices Act (P.L. 95-297); or (xiv) upon assignment of the Contract by Purchaser contrary to the terms of this Contract.

(c) Upon loss of Seller's right to grant the use of the Supplier's Proprietary Marks, Seller may terminate this Contract. Seller will not be liable for the consequences of such loss unless they result from an act by Seller taken in bad faith for the purpose of causing the loss of Seller's right to grant the right to use the Proprietary Marks.

(d) Purchaser agrees not to engage in or permit any illegal or improper act or conduct, on or about the Premises, which act or conduct is detrimental to Seller or any member of the public. Subject to any other requirements of law, at the option of Seller, this Contract may be terminated without further notice, (i) upon the failure of Purchaser to desist from any such further acts or conduct after written notice from Seller to do so, or (ii) upon Purchaser's failure to pay any amount when and as due, and no forbearance, course of dealing, or prior payment shall affect these rights of termination.

(e) Termination of this Contract shall be accompanied by such notice from Seller as may be required by law.

(f) Upon the expiration of the Term hereof or upon termination hereof, Seller shall have the right, at its option, to enter upon the Premises and to remove, paint out, or obliterate any signs, symbols or colors on said Premises or on the buildings or equipment thereof which in Seller's opinion would lead a patron to believe that Seller's products are being offered for sale at the Premises.

(g) Termination of this Contract by either party for any reason shall not relieve the parties of any obligation theretofore accrued under this Contract.

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25. Accord. The parties to this Contract have discussed the provisions herein and find them fair and mutually satisfactory and further agree that in all respects the provisions are reasonable and of material significance to the relationship of the parties hereunder, and that any breach of a provision by either party hereto or a failure to carry out said provisions in good faith shall conclusively be deemed to be substantial.

26. Purchaser's Insurance Requirements.

(a) Purchaser shall, at its sole expense, obtain insurance from a reputable insurance carrier authorized to do business in the State in which the Premises are located providing full and continuous coverage for the full term of this Contract and all renewal periods thereof equivalent to the following: (i) Garagekeeper's Legal Liability Insurance covering fire, theft or an entire automobile, and collision, with a minimum limit of Fifty Thousand Dollars (\$50,000.00) each occurrence, if Purchaser has service bays or a car wash (otherwise garagekeeper's legal liability insurance is not required); (ii) Commercial/Comprehensive General Liability Insurance covering all operations at the Premises and the Premises, complete operations and products liability and contractual liability with minimum bodily injury limits of One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each occurrence, and a minimum property damage limit of Five Hundred Thousand Dollars (\$500,000) each occurrence; (iii) Comprehensive Automobile Liability Insurance covering all owned, hired or otherwise operated non-owned automobiles, with minimum bodily injury limits of One Million Dollars (\$1,000,000) each person, One Million Dollars (\$1,000,000) each occurrence, and a minimum property damage limit of Five Hundred Thousand Dollars (\$500,000) each occurrence providing for injury, death, or property damage resulting from each occurrence, including MCS 90 endorsement or other acceptable evidence of financial responsibility as required by the Motor Carrier Act of 1980 and the Pollution Liability Broadened Coverage endorsement; (iv) Liquor Liability Insurance, if alcoholic beverages are permitted to be sold at the Premises, with policy coverage of at least Five Hundred Thousand Dollars (\$500,000.00) for liabilities arising out of the dispensing or selling of alcoholic beverages, including without limitation any liabilities imposed by any applicable dram shop or alcoholic beverage control act; and (v) environmental pollution/impairment insurance coverage in an amount of at least Two Million Dollars (\$2,000,000.00) on a continuous and uninterrupted basis insuring Purchaser for all environmental liabilities arising out of, but not limited to, the storage, handling, dispensing, and/or sale of motor fuel products and lubricants at the Premises, and/or the ownership and operation of Purchaser's business(es) at the Premises. Purchaser may meet the requirement for environmental pollution/impairment coverage for underground storage tanks by participating in the federal Environmental Protection Agency ("EPA") approved state financial assurance fund or other EPA approved method to demonstrate financial responsibility or by satisfying any of the other financial assurance test requirements of the EPA's Financial Responsibility Regulations (40 CFR part 280).

(b) All the insurance will name Seller and Supplier as an additional insureds and will be primary as to any other existing, valid and collectible insurance. The foregoing requirements are minimum insurance requirements only and may or may not adequately meet the entire insurance needs of Purchaser. Seller may require Purchaser to carry additional types and amounts of insurance coverage, including modifications to existing insurance under this paragraph 26. Each policy or policies shall provide that the liability coverage afforded applies separately to each insured against whom a claim is brought as though a separate policy had been issued to each insured. If Seller so requires, Purchaser shall furnish Seller with certificates of such insurance that provide that coverage will not be canceled or materially changed prior to 30 days' advance written notice to Seller. The insurance required hereunder in no way limits or restricts Purchaser's obligations under the law or this Contract as to indemnification of Seller.

27. Nature of Agreement. In consideration of the granting and execution of this Contract, it is understood and agreed that there shall be no contractual obligation to extend or renew the period or terms of this Contract in any way, and the parties agree that this Contract shall not be considered or deemed to be any form of "joint venture" or "partnership" at the Premises of Purchaser or elsewhere. This Contract shall bind the executors, administrators, personal representatives, assigns, and successors of the respective parties.

28. Compliance with Laws. (a) Purchaser shall comply with all laws, statutes, regulations, ordinances, and rules of all applicable governmental authorities with respect to the operation of its business at the Premises, including without limitation all applicable laws and regulations regarding weights and measures.

(b) Both parties expressly agree that it is the intention of neither party to violate statutory or common law and that if any section, sentence, paragraph, clause or combination of same is in violation of any law, such sentences, paragraphs, clauses or combination of same shall be inoperative and the remainder of this Contract shall remain binding upon the parties hereto.

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29. **Express Warranties.** Seller warrants that the product(s) supplied hereunder will conform to the promises and affirmations of fact made in Seller's current technical literature and printed advertisements, if any, related specifically to such product(s); that it will convey good title to the product(s) supplied hereunder, free of all liens, and that the product(s) supplied hereunder meet such specifications as have been expressly made a part of this Contract. **THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED. THE WARRANTY OF MERCHANTABILITY, IN OTHER RESPECTS THAN EXPRESSLY SET FORTH HEREIN, AND WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, IN OTHER RESPECTS THAN EXPRESSLY SET FORTH HEREIN, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.**

30. **Non-Exclusive Territory.** Nothing in this Contract grants Purchaser an exclusive territory to market or resell any petroleum products purchased from Seller hereunder. Seller reserves the right to market or sell, and authorize others to market or sell, petroleum products in any manner Seller chooses, including through its own retail outlets or through designated wholesalers or other retailers.

31. **Confidential Information.**

(a) Purchaser acknowledges that Seller and/or Supplier may be disclosing and transmitting to it certain confidential and proprietary information of Seller and/or Supplier, including without limitation guidelines, manuals, methods, policies, procedures, programs, software, firmware, specifications, standards (both operational and visual), strategies, and other related information ("Confidential Information") in connection with Purchaser's operation of the Premises. Except where otherwise required by law, during the Term of this Contract and any renewal periods thereof, Purchaser shall: (i) treat and maintain Confidential Information as confidential; (ii) use Confidential Information only for the operation of the Premises under this Contract, and (iii) restrict disclosure of Confidential Information only to Purchaser and its officers, directors employees, contractors or agents who are directly connected with the performance of work and require knowledge of the Confidential Information.

(b) Purchaser may not use, or cause or permit to be used by, or disclose to, or cause or permit to be disclosed to, third parties any Confidential Information for purposes other than operating the Premises under this Contract.

(c) Purchaser acknowledges that any failure to comply with the requirements of this paragraph 31 will cause Seller or Supplier irreparable injury. The provisions of paragraph 31 will survive the termination or expiration of this Contract and apply to all Confidential Information disclosed or transmitted to Purchaser during the franchise relationship, whether prior to, during or after the expiration, termination, or nonrenewal of this Contract.

32. **Entire Agreement; Modifications.** This Contract cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices, amendments, promises, and understandings between the parties pertaining to the matters covered under this Contract, except any indebtedness owed to Seller by Purchaser, and is a final, complete and exclusive statement of the agreement between Seller and Purchaser. **THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES AFFECTING IT.** No amendment, deletion, modification, or alteration to this Contract shall have any effect unless and until made in writing and signed by an authorized representative of Seller and by Purchaser. **EXECUTION OF THIS CONTRACT BY PURCHASER IS AN ACKNOWLEDGEMENT THAT NO REPRESENTATIONS NOT SET FORTH IN WRITING HEREIN HAVE BEEN MADE OR RELIED UPON BY PURCHASER.**

33. **Damages.** In the event Seller terminates this Contract due to Purchaser's default, Seller will suffer substantial damages which are anticipated to be difficult and time consuming to prove with exactitude. Furthermore, both parties are desirous of avoiding what they believe will be the disproportionate cost of possible litigation and legal fees which a future dispute over the magnitude of such damages would endanger. The parties, therefore, have determined that if this Contract is terminated as aforesaid, Purchaser must pay to Seller as liquidated damages, and not as a penalty, within thirty (30) days of demand a sum to be determined in the following manner:

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The monthly average of the total number of gallons of Products purchased by Purchaser from Seller during the number of whole calendar months from the Effective Date until the effective date of the termination. This monthly gallon average will be multiplied by \$0.01 (one cent). The resulting amount will be multiplied by the number of whole months remaining between the effective date of the termination and the Expiration Date. Both Seller and Purchaser agree that such a calculation of damages will yield liquidated damages, which are reasonable in light of the anticipated or actual harm to Seller whenever during the Term, a termination as aforesaid may occur.

Purchaser shall additionally reimburse Seller for all Brand Imaging Expenses, Upfront Funds, and Supplier Rebates.

EXCEPT AS PROVIDED IN THIS PARAGRAPH, NO CLAIM SHALL BE MADE UNDER THIS CONTRACT FOR SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, EXCEPT AS PROVIDED OTHERWISE BY LAW.

34. Commencement. This Contract or any modification thereof shall not be binding upon Seller until signed on its behalf by an authorized representative of Seller. Commencement of performance hereunder prior to signing as above stipulated in no case shall be construed as a waiver by Seller of this requirement.

35. Key Person Rider. If Purchaser is any form of business entity other than a sole proprietor, upon Seller's request, Purchaser shall execute a "Key Person Rider" in the form attached hereto, which executed Key Person Rider shall then be annexed hereto and made a part hereof.

36. Survivorship. To the extent, but only to the extent, that state law may require that this Contract shall contain provisions governing the succession of the rights and obligations contained herein to a designated family member, such provisions are incorporated herein by reference.

37. Joint and Several Obligations. All acknowledgments, representations, warranties, debts, and obligations of performance of Purchaser under this Contract are made, and binding on, all those signing this Contract jointly and severally as the Purchaser.

38. Seller's Equitable Remedies/Attorneys' Fees.

(a) Purchaser agrees that money damages may not be a sufficient remedy for the breach of this Contract and that, therefore, in addition to all remedies available at law, Seller shall be entitled to specific performance, injunctive relief, declaratory judgment and/or other equitable remedies, as appropriate. Purchaser shall waive any requirement for the posting of bond in conjunction with Seller's effort to seek equitable remedies.

(b) It is hereby agreed to and understood by the parties to this Contract that Seller shall be entitled to recover from Purchaser all reasonable attorneys' fees and other legal costs incurred by Seller to secure or protect its rights under this Contract or to enforce the terms thereof, whether at law or in equity. Seller shall also be entitled to reimbursement by Purchaser for all attorney's fees and litigation expenses incurred to enforce any termination of this Contract.

(c) Seller's termination of this Contract shall not prejudice Seller's right to seek monetary damages or equitable relief against Purchaser. All powers and remedies available at law and in equity, including the right to terminate this Contract under the PMPA, shall be cumulative and not exclusive of any other powers and remedies available by virtue of this Contract, and no delay or omission of Seller in exercising any right or power accruing upon any breach of, or default under any provision of this Contract shall impair any other or subsequent breach or impair any rights or remedies consequent thereto.

39. Covenants to Run with the Land. Purchaser's covenants and obligations hereunder shall run with the land. Seller shall be entitled to file a Memorandum of Agreement with the Recorder of Deeds in the County in which the Premises is located, placing the public on notice of Seller's rights hereunder. Any sale of Purchaser's business and/or assets and/or real estate shall be subject to Seller's rights hereunder.

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SIGNATURES

Executed this the 26 day of January, 2006.

SELLER:
Sierra Petroleum Company, Inc.
8195 Pyott Road
Lake in the Hills, Illinois 60156

PURCHASER:
AKERS Moffat Inc.
15857 S. Halsted St.
Harvey, IL 60426

By: George Williams

By: Ishag Moffat ISHAG MOFFAT

Title: President

Title: President

Witness: [Signature]

Witness: [Signature]

FEIN
36-4087481

Ill. Sales Tax Number
2719-0331

Ishag Moffat
358-64-6458

Abida J. Moffat
361-72-5174

2081 Pennsburg Ln.
Hanover Park, IL
60133

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ADDENDUM TO SUPPLY AGREEMENT

This addendum is incorporated in and made part of a Supply Agreement between the parties for the location of 15857 S. Halsted, Harvey IL 60426 dated January 26, 2006.

40. Credit Limit. The maximum amount of credit Seller is willing to extend to Purchaser at any one time for unpaid deliveries of gasoline is \$50,000.00. In the event that Purchaser owes Seller more than \$50,000.00 for unpaid deliveries of gasoline at anyone time, Purchaser shall be in breach of this Supply Agreement and Seller may terminate this Supply Agreement and/or Seller may take any legal and/or equitable remedies against Purchaser, including, but not limited to foreclosing the Mortgage on 270 W. North Street, Manhattan IL 60442.

41. Secured Agreement. The payment by Purchaser to Seller of this Supply Agreement is secured by a Mortgage dated January 26, 2006 to Sierra Petroleum Co., Inc., on real estate in the County of Will, Illinois located at 270 W. North Street, Manhattan IL 60442.

Executed this 26 day of January, 2006.

SELLER:
Sierra Petroleum Company, Inc
8195 Pyott Road
Lake in the Hills IL 60156

PURCHASER:
AKSRS Moffat Inc.
15857 S. Halsted St.
Harvey IL 60426

By: George Wilkins
Title: President
Witness: [Signature]

By: [Signature]
Title: PRESIDENT
Witness: Edward V. Shinsky

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UNOFFICIAL COPY**COMMODITY SCHEDULE (MOTOR FUEL SALES TO PURCHASER)**

PURCHASER: AKSRS Mohat, Inc. NO: # 63010
 DELIVERY POINT: Harvey, IL 60416 PRODUCT: Conoco Phillips
 DATE: January 26, 2006 GRADE: Republ. Premium, Diesel

This Commodity Schedule is attached to and made a part of a certain supply agreement (the "Contract") between Purchaser and Seller dated January 26, 2006. Unless otherwise indicated, the capitalized terms used in this Commodity Schedule shall have the same meaning used in the Contract.

1. **Quantity.** Except as otherwise provided in the Contract, the quantity of Fuel covered by the Contract shall be all Purchaser's requirements, but in no case less than a minimum of gallons from Jan. 26, 2006 to Jan 25, 2016 in monthly minimum and maximum quantities hereinafter specified.

Monthly Quantity: (Minimum): 60,000 and (Maximum): 125,000
 Annual Quantity: (Minimum): 720,000 and (Maximum): 1,500,000

2. **Delivery.** Where delivery is made to Purchaser's business location, delivery shall be complete on unloading of the tank wagon or transport truck. Where delivery is made into equipment furnished by Purchaser, delivery shall be complete at the point of loading of such equipment.

3. **Title.** Title to product covered under the Contract shall pass to Purchaser upon delivery of product.

4. **Risk of Loss.** Risk of loss of product shall pass to Purchaser upon delivery of product.

5. **Inspection.** Purchaser shall have the right, at its expense, to have an inspection made at delivery point, provided such inspection shall not delay shipment. Should Purchaser fail to make inspection, it shall accept Seller's inspection and measurement.

6. **Price.** The price per gallon to be paid by Purchaser shall be the Supplier's invoice price to Seller in effect at the time and place of delivery to dealers of the same class and in the same trade area as Purchaser, plus all applicable taxes and all fees itemized on the invoice of Supplier to Seller, plus State loading and environmental fees, if any, plus the cost of transportation as measured by the applicable common carrier freight rate, plus a commercially reasonable margin per gallon. This margin shall be adjusted for inflation pursuant to the Consumer Price Index (CPI), based from the date of execution hereof. The price per gallon is based upon the delivery of a full transport truckload of product. Purchaser understands and agrees that Purchaser shall not receive the benefit of any discounts, allowances, rebates, or other similar reductions credited to Seller by Supplier. Delivery of a quantity of product less than a full transport truckload shall be subject to an additional delivery charge. All prices charged by Seller are subject to the provisions of applicable law.

ACCEPTED:

ACCEPTED:

SELLER: Sierra Petroleum Company, Inc.

PURCHASER: AKSRS Mohat, Inc.By: George CoxhansBy: ISHMA MOHATTitle: PresidentTitle: PresidentDate: January 26, 2006Date: January 26, 2006Witness: [Signature]Witness: [Signature]

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PERSONAL GUARANTY OF PERFORMANCE

This Personal Guaranty of Performance, made this 26 day of January,
2006, between Sierra Petroleum Company, Inc. (hereinafter "Supplier") and
Isaac Moffat and
Abida T. Moffat (hereinafter "Guarantor(s)").

NOW THEREFORE, it is agreed between the parties as follows:

To support Supplier to enter into the Supply Agreement (the "Agreement"),
 date January 26, 2006, with AKERS Moffat, Inc
 ("Dealer"), having a place of business at 15857 S. Halsted St. Harvey, IL 60426,
 and in consideration thereof, the Guarantor(s) hereby, jointly and severally, unconditionally and
 irrevocably guarantee Dealer's performance of all the terms and conditions of said Agreement. The
 undersigned Guarantor(s) hereby jointly and severally agree to indemnify and hold Supplier and its
 successors and assigns harmless from and against all liability and expense, including but not limited to,
 reasonable attorney's fees sustained by Supplier by reason of the failure of Dealer fully to perform and
 comply with the terms and conditions of said Agreement.

SUPPLIER:	GUARANTOR:	GUARANTOR:
Sierra Petroleum Company, Inc.	<u>ISAAC MOFFAT</u>	<u>ABIDA T. MOFFAT</u>
	Printed Name	Printed Name
By: <u>George D'Amico</u>	<u>Isaac M. Moffat</u>	<u>Abida T. Moffat</u>
Title: <u>President</u>	Signature	Signature

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EXHIBIT B

Legal Description

Lot 9 (Except the South 10 Feet) and all of the lots 10, 11, 12, 13, and 14 in Block 17 in Percy Wilson's East Center. Being a Subdivision of that part of Lot 1 lying West of a line running South parallel to the West line Section 16 from the Northeast corner of Lot 1, also Lots 4 and 5 all in the Sub of the West 1/2 of Lot 11 in School Trustee's Subdivision of Section 16 Township 36 North, Range 14, East of the Third Principal Meridian in Cook County, Illinois.

Pin Number: 22-16-314-030-0000

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