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Eugene "Gene" Moore RHSP Fee:\$10.00  
Cook County Recorder of Deeds  
Date: 01/13/2010 02:08 PM Pg: 1 of 14

**Memorandum and Right of First Refusal Agreement**

**PREPARED BY AND MAIL TO:**

BP Products North America Inc.  
Midwest Fuels Value Chain  
28100 Torch Parkway, 4th Floor  
Warrenville, IL 60555  
Attn: Joseph P. Cashman

RECORDER'S STAMP

This Memorandum and Right of First Refusal Agreement (this "Agreement") dated December 18, 2009, is made by and between PARENT PETROLEUM INC., an Illinois corporation ("Jobber"), PARENT PETROLEUM RETAIL, INC., an Illinois corporation ("Franchise Corp."), ANGEL ASSOCIATES LIMITED PARTNERSHIP, an Illinois limited partnership ("LP" and, together with Jobber and Franchise Corp., individually or collectively, as the context requires, and in each instance, jointly and severally, "Owner"), and BP PRODUCTS NORTH AMERICA INC., a Maryland corporation ("Holder") for the benefit of Holder.

**RECITALS**

A. In connection with signing and recording this Agreement, Holder is transferring its leasehold interest in the real property located at 11201 Cermak Road, Westchester, Illinois, and described in the attached Exhibit A (together with any improvements now or hereafter located thereon and all appurtenances thereto, the "Real Estate"), to LP.

B. The Assignment of Lease by which Holder conveyed its interest in the Real Estate to LP will be recorded in the Official Records of the county in which the Real Estate lies (the "Official Records") immediately before this Agreement is recorded.

C. Holder and Jobber have signed a certain Branded Jobber Contract dated December 13, 2009 (together with any and all guaranties, riders, addenda and the like entered into in connection therewith, and all supplements, amendments, restatements and replacements of said Branded Jobber Contract and related documents, the "Branded Jobber Contract"), which Branded Jobber Contract contains a separate "right of first offer" and a "right to purchase", each for the benefit of Holder (collectively, the **BJC Repurchase Rights**).

D. Holder and either Franchise Corp. as operator or a third party operator (in either case, "Operator") have signed a certain *ampm* Mini Market Franchise Agreement dated December 7, 2009 (together with any and all agreements, guaranties, riders, addenda and the like entered into in connection therewith, and all supplements, amendments, restatements

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and replacements of said Franchise Agreement and related documents the “**Franchise Agreements**”) whereby Operator shall operate the Real Estate as an *ampm* mini market store, which Franchise Agreements contain a separate right of first refusal for the benefit of Holder (the “**FA ROFR**”). Operator’s operation of the Real Estate as a BP-branded motor fuel sales facility and *ampm* mini market store is collectively referred to herein as the “**Business Operations**”. The Branded Jobber Contract, the Franchise Agreements and any other contract or agreement (together with any and all guaranties, riders, addenda and the like entered into in connection therewith, and all supplements, amendments, restatements and replacements thereof) entered into by Holder and/or its affiliates and any Owner and/or its affiliates from time to time relating to or arising from the Business Operations are collectively referred to herein as the “**Business Operations Agreements**”.

E. By this Agreement, Owner intends to memorialize the BJC Repurchase Rights and the FA ROFR, and to grant to Holder certain additional rights to acquire the Real Estate, Business Operations and other property related thereto, upon the terms and conditions set forth below.

## AGREEMENT

THEREFORE, Owner and Holder agree as follows:

1. **Memorandum of BJC Repurchase Rights and FA ROFR.** Owner and Holder hereby acknowledge, and give record notice of, the existence of the BJC Repurchase Rights and the FA ROFR. The terms and conditions of the BJC Repurchase Rights are governed by the Branded Jobber Contract, the relevant provisions of which, as may pertain to the Real Estate, are incorporated herein by this reference. The terms and conditions of the FA ROFR are governed by the Franchise Agreements, the relevant provisions of which, as may pertain to the Real Estate, are incorporated herein by this reference. Nothing contained in this instrument is intended to waive or modify any of the terms or conditions of the BJC Repurchase Rights or the FA ROFR. As to any third party, the provisions of this **Section 1** shall expire as of the twentieth (20<sup>th</sup>) anniversary of the Recordation Date (as defined in **Section 2.1**), unless such date is subsequently extended by written instrument placed of record prior to said date. All of the rights of Holder set forth below shall be in addition to, and shall not modify or waive or be modified or waived by, the provisions of the BJC Repurchase Rights or the FA ROFR.

2. **Grant of Right of First Refusal; Other Rights/Agreements.**

2.1 **Grant.** Owner hereby grants to Holder the right of first refusal (the “**Right**”) to purchase any Offered Parcel (as defined in **Section 2.4.1**) in which Owner or any affiliate of Owner holds an interest on the same terms and conditions as the proposed assignment or transfer, except as may otherwise be expressly provided below. The Right is governed by the terms of this Agreement and will continue for twenty (20) years (the “**Right Duration**”) after the date this Agreement is recorded in the Official Records (the “**Recordation Date**”).

2.2 **Other Rights/Agreements.** The Right is superior to any right of first refusal that Owner or any third party Operator or any affiliate of either of them or any other third party might hold with respect to the Real Estate. The Right shall not be construed so as to modify, waive, release or otherwise affect the BJC Repurchase Rights or the FA ROFR. If Holder and Owner are also parties to any Business Operations Agreement, owner must comply with all provisions of those Agreements as well. If Owner is a party to a supply agreement with a third party for the sale of Holder-branded motor fuel at the Real Estate, Owner shall comply with all provisions of those agreements as well.

2.3. **Procedures for Notice and Exercise.**

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2.3.1 Transfer Notice. If Owner enters into a bona fide agreement (a “**Tendered Agreement**”) to transfer to a third party an interest in an Offered Parcel, Owner (“**Seller**”), shall promptly notify Holder of the intended transfer. The notice (the “**Transfer Notice**”) must be in writing and must include (i) a copy of the signed Tendered Agreement, (ii) the total purchase price, including a breakdown of the amount for real property, equipment and goodwill, with copies of purchase and sale agreements and leases associated with the real property, improvements and equipment and (iii) the name and address of the third party and all information in Seller’s possession about the ultimate beneficial owner of the third party. No one other than Seller can satisfy the obligation to give the Transfer Notice, and the Transfer Notice will not have been given until complete legible copies of the information described in items (i), (ii) and (iii) above is received by Holder. Holder will have the right to acquire the Offered Parcel, instead of the third party.

2.3.2 Exercise Notice. If Holder wishes to exercise the Right for a transaction covered by a Transfer Notice, Holder must notify Seller within thirty (30) days after Holder receives the Transfer Notice. Holder’s notice (the “**Exercise Notice**”) must state that Holder elects to acquire the Offered Parcel at the price and on the other terms contained in the Tendered Agreement or at another price and on other terms that are mutually acceptable to Seller and Holder. During said thirty (30) day period, Holder may conduct environmental testing at the Offered Parcel.

## 2.4. Offered Parcel; Improvements; Business Property; Related Property.

2.4.1 Offered Parcel. “**Offered Parcel**” means each of the following: (i) the Real Estate, (ii) any larger parcel of real property that includes the Real Estate (a “**Larger Parcel**”), or (iii) the Real Estate and any parcel of real property adjacent to the Real Estate, in each of the cases described in the foregoing clauses (i) through (iii) to the extent that Owner and/or any affiliate of Owner holds an interest in the subject real property. A parcel that is separated from the Real Estate only by a driveway, street, or other means of access or similar easement area will nonetheless be considered adjacent to the Real Estate.

2.4.2 Lease Termination; Increase in Interest. If, during the Right Duration, Owner’s interest in an Offered Parcel is a leasehold interest and that party proposes to enter into an agreement with the landlord of the Offered Parcel terminating the leasehold interest, the proposed termination will be considered a proposed transfer by Owner of the leasehold interest to the landlord. And if, during the Right Duration, Owner’s interest in an Offered Parcel increases from an interest less than the entire fee interest to a greater interest, the Right will thereafter apply to Owner’s increased interest in the Offered Parcel.

2.4.3 Definition of Land, Improvements, and Business Property. “**Land**” means the land in which a fee interest, leasehold interest, or any other interest exists, in a case where that interest is part of an Offered Parcel. “**Improvements**” means all improvements on or under the Land. “**Business Property**” means all tangible and intangible personal property used in the operation of any business conducted on the Land, including without limitation supplies, resalable inventory, equipment, furniture, trade fixtures, licenses, permits, and goodwill.

2.4.4 Right Includes Related Property. “**Related Property**” means Improvements and Business Property. If (i) the Tendered Agreement covers both an intended transfer by Seller of the Offered Parcel and an intended transfer by Seller of any Related Property or (ii) in connection with the Tendered Agreement, Seller enters into a separate agreement to transfer any Related Property, the Right will include the right to acquire the Offered Parcel and the Related Property that is to be transferred. If such a separate agreement exists, it will be considered a Tendered Agreement; and a copy of that signed separate agreement must be included in the Transfer Notice.

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2.5. Additional Purchase Terms. If Holder's exercise of the Right is for the purchase of the Offered Parcel, the purchase will be at the price and on the other terms contained in the Tendered Agreement, but subject to the following:

(a) Variation of Terms. Seller and Holder may vary the price and other terms in any manner that is mutually acceptable to them.

(b) Closing Date. Holder will have a period of time to close the transfer of the Offered Parcel that is equal to the longer of (i) the period of time given to the third party in the Tendered Agreement, but the period will begin on the date of the Exercise Notice, or (ii) 60 days after the opening of the Escrow (as defined in Section 2.9).

(c) Price Allocation When Larger Parcel or Adjacent Parcel Is Offered. If (i) the Right is for the purchase of a Larger Parcel and (ii) the purchase price in the Tendered Agreement is allocated between Seller's interest in the Real Estate and Seller's interest in the remainder of the Larger Parcel, Holder may buy Seller's interest in the Real Estate and not Seller's interest in the remainder by paying only the consideration allocated to Seller's interest in the Real Estate. Or if (i) the Right is for the purchase of a Larger Parcel and (ii) the purchase price is not so allocated, Holder may buy only Seller's interest in the Real Estate by paying consideration that is equitable for only that interest, considering the total purchase price to be paid by the third party for that interest and Seller's interest in the remainder. If Seller and Holder fail to agree on an equitable amount, that amount will be determined under Section 2.11. The above principles of this subparagraph (c) will apply in like manner if the Right is for the purchase of Seller's interest in the Real Estate and Seller's interest in a parcel adjacent to the Real Estate.

(d) Price Allocation When Business Property Is Offered. If (i) the Right is for the purchase of both the Offered Parcel and any Business Property and (ii) the purchase price in the Tendered Agreement is allocated between the Offered Parcel and the Business Property, Holder may buy the Offered Parcel and not the Business Property by paying only the consideration allocated to the Offered Parcel. Or if (i) the Right is for the purchase of both the Offered Parcel and any Business Property and (ii) the purchase price is not so allocated, Holder may buy only the Offered Parcel by paying consideration that is equitable for only the Offered Parcel, considering the total purchase price to be paid by the third party for the Offered Parcel and the Business Property. If Seller and Holder fail to agree on an equitable amount, that amount will be determined under Section 2.11.

(e) Cash Instead of Delayed Payment Terms. If the Tendered Agreement provides for delayed payment terms, Holder may pay the total purchase price in cash at the closing of the purchase.

(f) Noncash Consideration. If the Tendered Agreement provides for any noncash consideration, Holder may substitute cash for any non-cash consideration (in an amount determined by Holder reasonably and in good faith as the approximate equivalent value of the non-cash consideration), or Holder may pay cash equal to the fair market value of the noncash consideration, as agreed to by Seller and Holder or as determined under Section 2.11.

(g) Environmental Indemnification. If Holder acquires an Offered Parcel covered by a Transfer Notice, the person transferring the Offered Parcel to Holder ("Transferor") shall sign an indemnification agreement containing the following provision:

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*Transferor shall indemnify and defend Holder from all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) that Holder incurs arising from any environmental contamination occurring or hazardous materials existing at the real property that Transferor is concurrently conveying to Holder (the "Real Property"), to the extent that the contamination or hazardous materials (i) are present at concentrations that any governmental agency will require to be remediated or otherwise are not in compliance with all applicable statutory and regulatory requirements and (ii) are known or discovered before Holder begins its operations at the Real Property. This agreement to indemnify and defend will survive the closing of Transferor's transfer of the Real Property to Holder.*

2.6. Offer to Lease or Sublease. The Right includes the right to match the terms of any lease or sublease that Owner enters into during the Right Duration covering (i) an Offered Parcel or (ii) part of any Offered Parcel when that part includes all or part of the Real Estate. The Right will exist whether the leasehold or subleasehold is to begin during or after the Right Duration.

2.7. Seller's Transfer Rights. If Holder does not exercise the Right for a transaction covered by a Transfer Notice, Seller may then transfer the interest in the Offered Parcel and any Related Property to the third party but (i) only for the price and on the other terms contained in the Tendered Agreement; (ii) only to the third party named in the Tendered Agreement; (iii) only within one hundred eighty (180) days after Holder receives the Transfer Notice; and (iv) SUBJECT TO HOLDER'S RIGHTS UNDER THIS AGREEMENT, WHICH WILL CONTINUE THROUGHOUT THE RIGHT DURATION WITH RESPECT TO EACH FUTURE INTENDED TRANSFER OF AN OFFERED PARCEL BY ANY OWNER OR TENANT OF THE OFFERED PARCEL. Any change in (i) the identity of the third party or the ultimate beneficial owner of the third party or (ii) in the price or other terms of the Tendered Agreement will give rise to a new Right exercisable by Holder. Any further request for assignment or transfer will again trigger the Right.

2.8. Survival of Holder's Rights. Holder's failure to exercise the Right with respect to a Tendered Agreement covered by a Transfer Notice will not relieve Seller from the obligation to comply with this Agreement in connection with any later Tendered Agreement that Seller enters into during the Right Duration. Holder may void any transfer that Seller makes without complying with this Agreement, the Branded Jobber Agreement or the Franchise Agreement. To exercise this right to void a transfer, Holder must give an Exercise Notice within thirty (30) days after Holder receives actual notice of the intended or consummated non-complying transfer and the complete terms of the transfer.

2.9. Escrow. If Holder exercises the Right, Seller shall apply to a title insurance company ("Escrow Agent") acceptable to Holder for a preliminary title report on the condition of title of the Offered Parcel and any Improvements that Holder is buying. Seller and Holder shall promptly sign escrow instructions and open escrow (the "Escrow") with Escrow Agent. Despite anything to the contrary in the Tendered Agreement or elsewhere:

(a) Transfer Document and Title Insurance. Seller shall provide Escrow Agent with a deed, assignment of leasehold interest, or other appropriate document transferring title to the Offered Parcel and any Improvements that Holder is buying, free of encumbrances, except those that Holder elects to accept. Seller shall provide Holder with an ALTA Standard Coverage Owner's or Leasehold (as appropriate) Policy of Title Insurance insuring title, subject only to the printed exceptions of the policy and those encumbrances that Holder elects to accept. The policy must be issued by an insurer acceptable to Holder and have a liability amount equal to the purchase price of the Offered Parcel and any purchased Improvements. Closing will be considered effected when the county recorder accepts the transfer document for recording.

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(b) Taxes and Rent. Taxes, rentals, and other items of income and expense related to the Offered Parcel or any purchased Improvements will be prorated as of the date that the Escrow closes.

(c) Closing Costs. Seller and Holder shall each pay one half of Escrow Agent's fee for handling the Escrow. Seller shall pay the premium for Holder's title insurance policy. Seller and Holder shall pay all other closing costs in accordance with the custom in the county where the Real Estate is located. But if there is no custom for a particular closing cost, each shall pay one half of that cost.

## 2.10. Entity Changes.

2.10.1 Triggering Events. Each of the following events (each, a "Triggering Event") will be considered a transfer of all Offered Parcels and Related Property that Owner ("Deemed Seller") owns or leases at the time of the Triggering Event:

(a) Change in Ownership Interests. A sale, assignment, other disposition, hypothecation, encumbrance, or change in vesting of (i) an ownership, voting, or economic interest (including, without limitation, shares of stock in a corporation, a partnership interest in a general or limited partnership, or a membership interest in a limited liability company) in Deemed Seller or in a person that holds, directly or indirectly, an ownership, voting, or economic interest in Deemed Seller (a "Constituent Owner") or (ii) a consolidation or merger of Deemed Seller or a Constituent Owner, whether voluntarily, involuntarily, by operation of law, or otherwise;

(b) Disposition of Assets. A sale, lease, assignment, or other disposition of all or substantially all of Deemed Seller's assets; or

(c) Signing of Agreement. The signing of an agreement to enter into a transaction described in Section 2.10 (a) or (b).

Deemed Seller shall give written notice to Holder concurrently with the event described in Section 2.10.1(c), and at least thirty (30) days before the consummation of the events described in Section 2.10.1(a) or (b).

2.10.2 Purchase at Fair Market Value. Each Triggering Event will give rise to the Right entitling Holder to purchase all the Offered Parcels and Related Property owned by Deemed Seller (i) at a price equal to their fair market value, as agreed to by Deemed Seller and Holder or as determined under Section 2.11, and (ii) on any other applicable terms contained in any agreement to enter into the Triggering Event.

## 2.11. Valuation Disputes.

2.11.1 Appointing Appraisers. If Seller and Holder cannot agree on (i) the equitable amount under Section 2.5(c) or (d), (ii) the value of the noncash consideration under Section 2.5(f), or (iii) the fair market value under Section 2.10.2, the amount or value (the "Value") will be determined under this Section 2.11. Within fifteen (15) days after Seller or Holder receives a demand from the other for an appraisal under this Section 2.11, Seller and Holder shall each appoint an appraiser who is a Qualified Appraiser (as defined in Section 2.11.4). If one of them fails to appoint an appraiser, the appraiser appointed by the other will determine the Value. (For purposes of this Section 2.11, "Seller" includes "Deemed Seller.")

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2.11.2 Determination of Value. If two appraisers are appointed and they fail to agree on the Value, each appraiser must set forth his or her determination in writing, together with his opinion and the considerations on which his opinion is based; and he or she must deliver a signed copy to Seller and Holder within thirty (30) days after his or her appointment. If the lower of the two determinations is at least ninety percent (90%) of the higher, the Value will be the average of the two determinations. If not, then within ten (10) days after Seller or Holder requests the two appraisers to do so, they must nominate a third appraiser who is a Qualified Appraiser. Within ten (10) days after his or her appointment, the third appraiser must then select one of the two determinations as being the same as or the closer to the amount that he or she determines as the Value; and the selected determination will be the Value.

2.11.3 Appraisal Fees. Seller and Holder shall each bear the cost of the appraiser that it appoints and one half of the cost of the third appraiser.

2.11.4 Qualified Appraiser. "Qualified Appraiser" means a member of the Appraisal Institute who (i) is unaffiliated with Owner, Holder, and the third party under the Tendered Agreement and (ii) has at least five-years full-time experience in appraising commercial real property in the area of the Real Estate. If the Appraisal Institute ceases to exist, a reasonably comparable, nationally recognized organization of real estate appraisers will be substituted in the definition of Qualified Appraiser.

3. [Intentionally Omitted.]

4. Notice to Holder. Owner shall give Holder prompt written notice of any default by any third party Operator under any agreement with such third party Operator.

5. [Intentionally Omitted.]

6. Liens.

6.1 Coverage of this Section 6; Defined Terms. The provisions of this Section 6 will apply with respect to each Lien and to each Lender who holds a Lien. When used in this Section 6, each capitalized term set forth below in this Section 6.1 has the meaning set forth beside it.

"Lender" means a person for whose benefit a particular Lien exists. "Lender" includes, without limitation, (i) the beneficiary under a deed of trust, (ii) a mortgagee, and (iii) a judgment lien holder.

"Lien" means a lien that (i) encumbers an interest in the Real Estate, (ii) secures a monetary obligation, and (iii) is junior to Holder's rights under this Agreement.

"Secured Obligation" means the monetary obligation secured by a Lien.

6.2 No Impairment of Lien. Anything in this Agreement to the contrary notwithstanding, (i) Holder's Right and the exercise thereof shall not defeat, discharge, or impair any Lien or Secured Obligation, and (ii) in the event Holder exercises its Right and elects to buy or lease the Real Estate, no Lender shall be obligated to release of record its Lien unless and until the entire Secured Obligation with respect thereto is paid and discharged in full.

6.3 Foreclosure. If an event shall occur entitling Holder to exercise its Right and in connection therewith a Lender commences foreclosure of its Lien and for any reason Holder does not pay to such Lender the amount required to terminate the foreclosure within the time and in the

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manner required thereby, then such Lender may proceed to foreclose its Lien and the Right and all other rights of Holder under this Agreement shall automatically terminate and be of no further force and effect and Holder shall execute and furnish to such Lender after such Lender's written request therefor, a written release and termination of the Right and all other rights of Holder under this Agreement in recordable form and otherwise in form and substance satisfactory to such Lender, which such Lender may record in the real estate records for the county(ies) where the Real Estate is located to give record notice thereof.

6.4 Effect of Right on Liens. If an event shall occur entitling Holder to exercise its Right, and Holder elects to proceed with the exercise its Right, and the Real Estate is subject to a Lien or Liens for which the Lender(s) does not initiate a foreclosure, Holder may elect to either: (A) direct the Escrow Agent to apply the purchase price first to payment in full of any or all Secured Obligations, the Lender(s) of such Secured Obligation(s) shall release of record its Lien(s), and Holder shall acquire fee title to the Real Estate free and clear of all such Secured Obligation(s), or (B) direct the Escrow Agent to apply a portion of the purchase price necessary to cure any defaults, if any, under any or all Secured Obligations, and Holder shall assume such Secured Obligations upon Holder's acquisition of the fee title to the Real Estate.

7. Notices. Notices relating to this Agreement must be in writing and sent to the addresses set forth below. But a party may change its address for notices by giving notice as required by this Section 7. A written notice will be considered given (i) when personally delivered, (ii) two business days after deposit in the United States Mail as first class mail, certified or registered, return receipt requested, with postage prepaid, (iii) one business day after deposit with a reputable overnight delivery service for next business day delivery, or (iv) on the business day of successful transmission by electronic facsimile. The parties' addresses for notices are as follows:

To Owner: Parent Petroleum Inc.  
37 W. 370 Route 38  
Carol Stream, IL 60175  
Attn: Peter Mancini  
Facsimile: \_\_\_\_\_

To Holder: BP Products North America Inc.  
Midwest Fuels Value Chain  
28100 Torch Parkway, 4th Floor  
Warrenville, IL 60555  
Attn: Daniel R. Fiden, Retail Asset Manager  
Facsimile No.: 630-836-5273

8. Entire Agreement; Modification; Waiver. This Agreement (including any attached Exhibits) contains the entire agreement between Owner and Holder with respect to Holder's rights to acquire Offered Parcels. Any modification of this Agreement must be in writing and signed by all the parties to this Agreement. Any waiver of a provision of this Agreement by a party must be in writing.

9. Governing Law. The internal laws of the State where the Real Estate lies govern this Agreement.

10. Interpretation. The captions appearing in this Agreement are for convenience of reference only, and they do not affect the meanings of the provisions of this Agreement. In this Agreement, each gender includes the other gender. Words in the singular include the plural and vice



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versa, when appropriate. The word “person” includes natural individuals and all other entities. The word “cost” includes any cost or expense. The word “term” includes any covenant, condition, representation, warranty, or other provision that is part of an agreement. Whenever a provision of this Agreement requires a party to this Agreement to perform an act, that person must do so at its sole cost (unless otherwise stated in connection with that provision).

11. Dates. If the date by which an event is to occur under this Agreement falls on a Saturday, Sunday, or other legal holiday under United States or applicable State law, the event may occur on the next business day.

12. Successors and Assigns. The rights and obligations under this Agreement bind and benefit the successors and assigns of each party to this Agreement. For example, the covenants and obligations of Owner contained in this Agreement will bind each future owner or tenant of all or part of the Real Estate; and each of those persons will be considered “Owner” under this Agreement with respect to the applicable part of the Real Estate while that person is the owner or tenant.

13. Further Acts. Each party to this Agreement shall do all things that another party reasonably requests to carry out the purpose of this Agreement.

14. Attorneys’ Fees. If a dispute arises between Owner and Holder with respect to this Agreement and if Holder prevails in the dispute, then Holder will be entitled to recover from Owner the reasonable costs and expenses that Holder incurred in enforcing its rights under this Agreement, including reasonable attorneys’ fees.

15. Counterparts. The parties may sign this Agreement in counterparts. The signature pages from the separately signed counterparts may be attached to one copy of this Agreement to form a single document.

(Signature Page Follows)





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**Franchise Corp:**

PARENT PETROLEUM RETAIL, INC.,  
an Illinois corporation

By: Peter A. Spina  
Printed Name: Peter A. Spina  
Printed Title: President

Dated: December 18, 2009

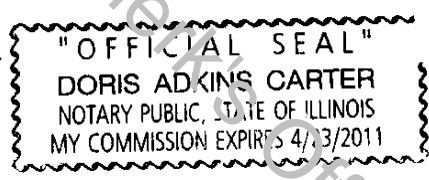
STATE OF ILLINOIS )  
  ) SS.  
COUNTY OF DUPAGE )

I, Doris Adkins Carter, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Peter A. Spina, personally known to me to be the President of Parent Petroleum Retail, Inc., an Illinois corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President he signed and delivered such instrument pursuant to authority given by Peter M. Spina, the Secretary of such entity, at his free and voluntary act and deed, and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and official seal this 10<sup>th</sup> day of December, 2009.

Doris Adkins Carter  
Notary Public

My Commission Expires: April 23, 2011





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## EXHIBIT A

### LEGAL DESCRIPTION

**11201 Cermak Road  
Westchester, IL**

THE NORTH 305 FEET OF THE EAST 277.79 FEET OF THE EAST HALF OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 39 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, (EXCEPT THAT PART THEREOF TAKEN BY CONDEMNATION ON JULY 30, 1957 CASE NO. 57-2-11371 FOR ROAD WIDENING AND ALSO EXCEPTING THE EAST 50 FEET TAKEN FOR HIGHWAY PURPOSES AS DESCRIBED IN DOCUMENT 13785130) IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 15-30-200-051-0000