



Doc#: 1009929098 Fee: \$42.00  
Eugene "Gene" Moore  
Cook County Recorder of Deeds  
Date: 04/09/2010 03:20 PM Pg: 1 of 4

Doc#: 1009229021 Fee: \$66.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 04/02/2010 12:04 PM Pg: 1 of 4

bp



105-10  
2015

KR/Logan

First American Title Order # 331460-074

This document is being re-recorded to correct the order of recording.

**MEMORANDUM OF FRANCHISE AGREEMENT AND DEALER SUPPLY AGREEMENT FOR DEALER-OWNED, FRANCHISEE-OPERATED FACILITY  
Illinois**

Prepared by:

BP Products North America Inc.  
4101 Winfield Road  
Warrenville, Illinois 60555  
Attn: Real Estate Attorney

This Memorandum of Franchise Agreement and Dealer Supply Agreement for Dealer-Owned, Franchisee-Operated Facility (this "Memorandum") dated on or about March 31, 2010, is entered into by BP PRODUCTS NORTH AMERICA INC., a Maryland corporation, whose address is 4101 Winfield Road, MC 5E, Warrenville, IL 60555 ("BP"), and MARKHAM ALL STAR PROPERTIES, INC., an Illinois corporation, whose address is 8060 Kristo Lane, Orland Park, IL 60462 ("Franchisee").

1. Franchise Agreement. For valuable consideration, Franchisee grants to BP a right of first refusal to purchase all of Franchisee's interest, whether fee or leasehold, in the real property (the "Real Estate") commonly known as 16655 Crawford Avenue in the City of Markham, County of Cook (the "County"), State of Illinois, with Tax Identification No. 28-23-300-020-0000, and more particularly described in the attached Exhibit A, and all improvements located at the Real Estate. The unrecorded Franchise Agreement between BP and Franchisee dated on or about March 31<sup>st</sup>, 2010 more fully sets forth the terms of BP's right of first refusal. The term of the Franchise Agreement is twenty (20) years. The Franchise Agreement is incorporated by reference into this Memorandum. If a provision in this Memorandum conflicts with a provision in the Franchise Agreement regarding BP's right of first refusal, the provision in the Franchise Agreement will control.

2. Dealer Supply Agreement. For valuable consideration, Franchisee grants to BP a right of first refusal to purchase all of Franchisee's interest, whether fee or leasehold, in the Real Estate commonly known as 16655 Crawford Avenue in the City of Markham, County of Cook (the "County"), State of Illinois, with Tax Identification No. 28-23-300-020-0000, and more particularly described in the attached Exhibit A, and all improvements located at the Real Estate. The unrecorded Dealer Supply Agreement between BP and Franchisee dated on or about March 31<sup>st</sup>, 2010 more fully sets forth the terms of BP's right of first refusal. The term of the Dealer Supply Agreement is twenty (20) years, subject to the renewal terms set forth therein. The Dealer Supply Agreement is incorporated by reference into this Memorandum. If a provision in this

4

# UNOFFICIAL COPY

Memorandum conflicts with a provision in the Dealer Supply Agreement regarding BP's right of first refusal, the provision in the Dealer Supply Agreement will control.

3. Purpose of Memorandum; Conflicting Provisions. The purpose of this Memorandum is to make BP's rights of first refusal a matter of public record.

4. Expiration of the Agreement. Upon the expiration of the Franchise Agreement, or the Dealer Supply Agreement, and BP's receipt of a written request from Franchisee, BP shall record a termination of the affected Agreement and this Memorandum in the Official Records of the County.

5. Counterparts. This Memorandum may be executed in one or more counterparts, each of which shall constitute an original which when taken together shall be deemed one instrument.

BP PRODUCTS NORTH AMERICA INC.,  
a Maryland corporation

WITNESSES:

Suzanne Leigh  
Know G. K. Lawson

By: [Signature]  
Attest: [Signature]  
Assistant Secretary

APPROVED	
<u>[Signature]</u>	AS TO
	FORM
	AS TO
	FORM - SM

STATE OF ILLINOIS )  
  )SS  
COUNTY OF DUPAGE  )

I, SUZANNE L LEIGH, a Notary Public in and for the County and State aforesaid,  
DO HEREBY CERTIFY that JOHN J. UNDERWOOD personally known to me to be the  
RETAIL REPRESENTATIVE of BP Products North America Inc., a Maryland corporation, f/k/a  
Amoco Oil Company, 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 RETAIL REPRESENTATIVE he/she signed and delivered such instrument pursuant to  
authority given by the Board of Directors of such corporation, as his/her free and voluntary act  
and deed, and as the free and voluntary act and deed of such corporation, for the uses and  
purposes therein set forth.

Given under my hand and official seal this 24th day of March, 2010.

[Signature]  
Notary Public

My Commission expires: \_\_\_\_\_





# UNOFFICIAL COPY

## EXHIBIT A

### LEGAL DESCRIPTION OF THE REAL ESTATE

Site No. 15710  
16655 Crawford Avenue  
Markham, IL 60428  
P.I.N.: 28-23-300-020-0000

The West 235 of the South 184.75 feet of Lot 7 in A.T. McIntosh's Crawford Avenue Farms, a subdivision of the West half of the South West quarter of Section 23, Township 36 North, Range 13, East of the Third Principal Meridian, lying South of the Indian Boundary line, in the County of Cook, State of Illinois.

EXCEPTING therefrom the land conveyed to the County of Cook by Warranty Deed recorded on October 16, 1974 as document number 22878309, described as: That part of the West 235 feet of the South 184.75 feet of Lot 7 in Arthur T. McIntosh's Crawford Avenue Farms, being a subdivision of the West half of the Southwest Quarter of Section 23, Township 36 North, Range 13 East of the Third Principal Meridian, South of the Indian Boundary Line, bounded and described as follows: Beginning at the Southwest corner of said Lot 7; thence East of the South line of said Lot 7 to the East line of the West 235 feet aforesaid; thence North on said East line to its intersection with a line 17 feet North of and parallel with said South line of Lot 7; thence West on said parallel line to a point 27 feet East of the West line of Lot 7 aforesaid (as measured on said parallel line); thence Northwesterly to a point 27 feet North of and 17 feet East of the place of beginning (as measured on the West line of Lot 7 aforesaid and on a line at right angles thereto); thence North parallel with the West line of Lot 7 aforesaid to the North line of the South 184.75 feet of Lot 7 aforesaid; thence West on said North line to the West line of Lot 7 aforesaid; thence South to the place of beginning.