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MOTOR FUEL SALES PETROLEUM SUPPLY AGREEMENT

Between

GAS DEPOT OIL COMPANY
8700 N WAUKEGAN RD, SUITE 200
MORTON GROVE, IL 60053

And

GLENMILL PETROLEUM INC,
THOMAS SIMON, THOMAS P MATHEW
825 MILWAUKEE AVE, GLENVIEW, ILL 60025

Dated as of August 29, 2012

Property of Cook County Clerk's Office

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SUPPLY AGREEMENT

GAS DEPOT OIL COMPANY MANUFACTURER DEALER SUPPLY AGREEMENT

THIS AGREEMENT is made and entered into this 29th day of August 2012 by and between GAS DEPOT INC., an Illinois corporation (Gas Depot Oil Company), and, GLENMILL PETROLEUM INC., and THOMAS SIMON, THOMAS P MATHEW, ("Dealer").

WITNESSETH:

WHEREAS, Dealer operates a certain parcel of real property located at 825 MILWAUKEE AVE, GLENVIEW, ILL 60025 (the "Premises").

WHEREAS, the Premises is to be used by Dealer in connection with the sale at retail to the general public of motor fuel, oils and lubricants and other petroleum products ("Petroleum Products") for use in motor vehicles (such activity being hereinafter called the "Retail Petroleum Business");

WHEREAS, a condition to GAS DEPOT OIL COMPANY agreeing to execute same, Dealer agreed to purchase exclusively from GAS DEPOT OIL COMPANY all Petroleum Products purchased by Dealer for resale from the Premises in connection with the Retail Petroleum Business during the term of the agreement; and

WHEREAS, the parties have agreed that as of the inception of this Agreement, and subject to change as provided herein, GAS DEPOT OIL COMPANY shall supply to Dealer and Dealer shall purchase, Petroleum Products manufactured and/ or supplied by GAS DEPOT OIL COMPANY (the "Supplier") and bearing the Suppliers' brand and trademarks or the brand and trademarks of the Petroleum Products Manufacturer whose products the Supplier provides and under whose trademarks and image the dealer offers the petroleum products purchased hereunder for re-sale. (collectively the "Brand").

NOW, THEREFORE, in consideration of the above, of the execution of the supply agreement and of the terms and conditions below, the parties agree as follows:

1. **Petroleum Products.**

- (a) Dealer covenants and agrees that throughout the term of this Agreement, Dealer shall purchase all Petroleum Products to be sold from the Premises in connection with the Retail Petroleum Business exclusively from GAS DEPOT OIL COMPANY hereby agrees to supply all of the Petroleum Products as Dealer shall from time to time order on the terms and conditions, and subject to the limitations set forth herein.
- (b) Dealer shall use Dealer's good faith and best efforts to maximize the sale of Petroleum Products at the Premises.
- (c) The Petroleum Products to be sold and delivered hereunder shall be of the kinds, grades, brands and quality generally sold by GAS DEPOT OIL COMPANY, the time of delivery to Dealer.
- (d) GAS DEPOT OIL COMPANY reserves the following rights, the exercise of any of which shall not in any way relieve Dealer of its obligations hereunder:
 - (i) To change the Brand of the Petroleum Products to those of another Manufacturer, or to sell and supply to Dealer so-called "unbranded" Petroleum Products;
 - (ii) To change the grade, specifications, characteristics, delivery package or other distinctive designation of any Product.
- (e) GAS DEPOT OIL COMPANY also reserves the right to discontinue the marketing of any product(s) or discontinue the marketing of product(s) in a geographic area(s); in either case, GAS DEPOT OIL

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COMPANY and Dealer shall be relieved of any further obligations herewith with respect to said discontinued product(s) or geographic areas; however, any amounts owed by Dealer to GAS DEPOT OIL COMPANY for Petroleum Products previously supplied to Dealer hereunder shall be paid by Dealer GAS DEPOT OIL COMPANY upon demand.

- (f) GAS DEPOT OIL COMPANY will have all product delivered and billed through GAS DEPOT OIL COMPANY. Payments for fuel and other associated items will be paid to GAS DEPOT OIL COMPANY via Electronic Funds Transfer.
- (g) In the event Dealer desires to request a change of the Manufactures Brand, GAS DEPOT OIL COMPANY may agree to such change provided they remain the fuel supplier for the new brand.

2. Prices and Terms.

- (a) The price ("Purchase Price") to be paid by Dealer to GAS DEPOT OIL COMPANY for all Petroleum Products purchased by Dealer during the term hereof shall be as follows:

- (i) For all motor fuel, the price shall be GAS DEPOT OIL Company's then current pricing which is \$.01 per gallon over the daily market rack price, plus freight, and all applicable taxes.

GAS DEPOT OIL COMPANY reserves the right at any time to change the pricing of the Petroleum Product without notice to Dealer. Additionally, it is agreed and understood that in addition to the Purchase Price, Dealer shall be required to pay all taxes, license fees and inspection fees.

- (b) Dealer shall pay to GAS DEPOT OIL COMPANY the entire Purchase Price for all Petroleum Products from time to time purchased by Dealer hereunder in full, within 7 days from date of invoice, via electronic funds transfer, and failing to do so, GAS DEPOT OIL COMPANY shall be entitled to recover interest on the unpaid balance of the Purchase Price outstanding at the rate of 2 1/2% per month. GAS DEPOT OIL COMPANY shall have the right to charge Dealer a transaction fee of not less than \$250.00 for each check or bank debit submitted by Dealer to GAS DEPOT OIL COMPANY in payment of the Purchase Price which is dishonored or otherwise disallowed. Additionally, cash discounts, if any, shall not be applicable to amounts due for taxes, freight, charges, or container charges. GAS DEPOT OIL COMPANY may require additional security or change terms if warranted.
- (c) GAS DEPOT OIL COMPANY shall have the right, but not the obligation, to obtain full or partial payment of the Purchase Price from time to time due and owing by Dealer hereunder by setting off such Purchase Price against amounts collected by GAS DEPOT OIL COMPANY with respect to credit card charge sales made by Dealer at the Premises.
- (d) GAS DEPOT OIL COMPANY may extend credit to Dealer on such terms and conditions as GAS DEPOT OIL COMPANY may determine in its sole discretion. At GAS DEPOT OIL Company's request, Dealer shall execute, at any time prior to or during the term of this Agreement, a Security Agreement, UCC Financing Statements and such other documents as GAS DEPOT OIL COMPANY may require so as to grant to GAS DEPOT OIL COMPANY as security for all sums from time to time due and owing by Dealer to GAS DEPOT OIL COMPANY hereunder a continuing first priority security interest in all existing and hereafter acquired (i) Petroleum Products sold and delivered by GAS DEPOT OIL COMPANY to Dealer at the Premises, and in the proceeds of sale of same and (ii) credit card collections emanating from sales of any type (whether for goods or services) made by Dealer at the Premises. **In addition the Dealer shall, upon the execution of this Agreement, pay GAS DEPOT OIL COMPANY a TWENTY FIVE thousand dollar (\$25,000.00) security deposit** to secure the prompt and full payment of the amounts owed pursuant to this Agreement. In the event Dealer defaults in the payment of any indebtedness to GAS DEPOT OIL COMPANY including, but not limited to, indebtedness arising from purchases under this Agreement, or otherwise fails to comply with any credit terms imposed by GAS DEPOT OIL COMPANY, GAS DEPOT OIL COMPANY shall have the right,

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in addition to any other rights, to immediately suspend deliveries of all Petroleum Products and to apply any security which Dealer may have given to GAS DEPOT OIL COMPANY to the payment of any such indebtedness, and shall have all remedies available to it whether legal or equitable.

- (e) GAS DEPOT OIL COMPANY and Dealer acknowledge and agree that this Paragraph 2 is both reasonable and of material significance to the relationship established hereunder.

3. **Delivery.**

- (a) GAS DEPOT OIL COMPANY shall use best efforts to deliver all Petroleum Products from time to time ordered by Dealer hereunder to the Dealer's Premises within a reasonable time following the date of order, subject to the additional provisions set forth herein.
- (b) GAS DEPOT OIL COMPANY shall not be required or obligated to deliver any Petroleum Products to the Premises other than during GAS DEPOT OIL Company's normal business hours Monday through Friday, or in any quantity less than the maximum load permitted by applicable statute, rule or regulation. Subject to change and at GAS DEPOT OIL Company's sole discretion, all deliveries shall be made to the Premises. The title to and the risk of loss for the Petroleum Products shall pass from GAS DEPOT OIL COMPANY to Dealer when such Petroleum Products are delivered to Dealer's tanks or otherwise delivered to the Premises. Dealer shall permit the unloading of GAS DEPOT OIL Company's trucks or common carriers engaged by GAS DEPOT OIL COMPANY to make deliveries at the Premises without delay. Dealer shall provide free and unobstructed access to Premises in order for GAS DEPOT OIL COMPANY to accomplish any delivery required herein.
- (c) Any claims for defect or variance in quality or shortage in quantity of any Petroleum Product delivered to the Premises shall be made by Dealer to GAS DEPOT OIL COMPANY in writing within twenty-four (24) hours of delivery and GAS DEPOT OIL COMPANY shall be given the opportunity to inspect the same. If Dealer fails to provide the aforesaid notice within said time, Dealer shall be deemed to have forever waived any and all claims against GAS DEPOT OIL COMPANY for such defects, variances or shortages and Dealer agrees to indemnify, reSupply agreement and hold GAS DEPOT OIL COMPANY harmless for any such defect or variance as provided in Paragraph 7, below.

4. **Term.** The term of this Agreement shall be for Ten (10) years between the parties unless sooner terminated pursuant to Paragraph 13 below. ("Initial Term") This agreement shall automatically renew upon expiration of the initial term for successive one-year terms (individually a "Renewal Term") unless no later than ninety (90) days prior to expiration of the Initial Term or any Renewal Term, either party provides written notice of nonrenewal to the other.

5. **Quality Assurances.** GAS DEPOT OIL COMPANY represents that the Petroleum Products sold and delivered hereunder shall comply with all applicable federal, state and local rules and regulations in effect at the time and place title thereto passes to Dealer. Dealer agrees to cooperate fully with GAS DEPOT OIL COMPANY to implement a program for periodic testing, inspecting and sampling of the Petroleum Products to assure compliance with applicable rules and regulations of any federal or state agency having jurisdiction thereof. Without limiting the above, Dealer agrees:

- (a) To protect the Petroleum Products from contamination and will do nothing during the storage dispensing or reSupply agreement of the Petroleum Products which may result in contamination;
- (b) To comply with all laws, ordinances and regulations regarding the storage, dispensing and sale of the Petroleum Products;
- (c) To use the equipment (such as pumps, nozzles, tanks and hoses) designed and intended for the storage, dispensing and sale of the Petroleum Products and keep the same clean and in good working condition at all times;

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- (d) To permit GAS DEPOT OIL COMPANY, its agents and employees, to inspect and/or copy the daily inventory control records and reconciliations and to sample the Petroleum Products at all reasonable times;
- (e) To regularly inspect and sample the Petroleum Products in Dealer's possession and take immediate corrective action if any contamination, adulteration or misbranding is discovered. If discovered by Dealer, GAS DEPOT OIL COMPANY shall be immediately notified thereof. In either case, GAS DEPOT OIL COMPANY may thereafter refuse to make further deliveries of Petroleum Products into such tank(s) pending proper correction of any such contamination; and
- (f) To protect, indemnify and hold GAS DEPOT OIL COMPANY harmless from any and all losses, claims, damages, penalties, suites or costs which may arise or grow out of any violation or alleged violation of this Paragraph 5, but not as to any defective Petroleum Products delivered by GAS DEPOT OIL COMPANY to Dealer.

6. Manufacturer Trademarks and Brand Names.

- (a) For so long as the Petroleum Products supplied hereunder by GAS DEPOT OIL COMPANY bear the Brand of any particular Manufacturer, GAS DEPOT OIL COMPANY shall grant to Dealer the non-exclusive right and license to use the Manufacturer's trademarks, brand names and color scheme to identify and advertise the Petroleum Products supplied by GAS DEPOT OIL COMPANY and sold at Dealer's Premises. Additionally, GAS DEPOT OIL COMPANY & CITGO will furnish Dealer with such advertising signs, trademark and brand identification equipment and insignia, as Manufacturer deems necessary and on such terms and conditions as Manufacturer may establish from time to time. Dealer agrees to keep legible and visible all trademarks, brand names, and signs of Manufacturer when displayed at the Premises and Dealer further agrees to display such trademarks, brand names and signs only in the manner recommended or approved by GAS DEPOT OIL COMPANY or Manufacturer. All such signs, equipment and insignia are and shall remain the property of GAS DEPOT OIL COMPANY or Manufacturer and Dealer agrees to return the same to GAS DEPOT OIL COMPANY at the end of this Agreement, or earlier upon demand. Sign maintenance is the responsibility of the dealer.
- (b) Dealer acknowledges that Dealer has received, read and understood the rules and regulations of the Manufacturer and/or GAS DEPOT OIL COMPANY which set forth the guidelines, objectives and expectations of Manufacturer with respect to the operating conditions of, and appearance standards for the Premises and the requirements pertaining to use of Manufacturer's Brand (collectively the "Manufacturer's Requirements") which are hereby incorporated into this Agreement by reference and made a part hereof for all purposes. Dealer acknowledges that the appearance of, and image created by, every retail petroleum location carrying Manufacturer's brand reflects on the value of the Brand to every other dealer and to GAS DEPOT OIL COMPANY. Dealer agrees to at all times comply with Manufacturer's Requirements (as from time to time communicated to Dealer) and to otherwise cause the Premise to conform to the standards reasonably specified by Manufacturer and/or GAS DEPOT OIL COMPANY in order to enhance its public appearance and maximize the sale of Petroleum Products from the Premises.
- (c) To avoid misrepresentations and contamination and to promote the public's acceptance of Manufacturer Petroleum Products, Dealer agrees: (i) that all storage tanks and receptacles owned or used by Dealer at the Premises and which are advertised or identified as containing Manufacturer branded Petroleum Products, shall be used exclusively for the storage and handling of Manufacturer branded Petroleum Products; (ii) that Dealer shall not sell under Manufacturer trademarks or brand names, any Petroleum Products other than those supplied by GAS DEPOT OIL COMPANY pursuant to this Agreement; and (iii) that Dealer shall not mix the separate Petroleum Products or adulterate any Petroleum Products provided hereunder with any other product or material, without the prior written consent of GAS DEPOT OIL COMPANY. Dealer acknowledges that its breach of any provision hereof shall cause irreparable harm to GAS DEPOT OIL COMPANY. GAS DEPOT OIL COMPANY shall have all remedies, both legal

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and equitable, available to it in the case of any default or breach by Dealer of this Paragraph 6.

7. **Dealer's Indemnity.** Dealer agrees to protect, indemnify and hold GAS DEPOT OIL COMPANY, its successors and assigns, harmless from and against any and all losses, damages, claims, suits and costs which directly or indirectly arise out of or are in any way connected with any injury to any person(s) or loss or damage to any property (including the person or property of Dealer or Dealer employees) caused or resulting in any manner from the conduct or operation of Dealer's business or from the use or condition of the equipment or Premises used by Dealer for the storage handling and /or dispensing of the Petroleum Products including, but not limited to, underground storage tanks or line leaks resulting in ground-water and/or soil contamination.

(i) **Comprehensive General Liability Insurance,** including but not limited to contractual liability and completed operations relating to the branded location and its appurtenances, on an occurrence basis with a minimum single limit of One Million and No/100 dollars (\$1,000,000.00).

(ii) **Insurance-Sales Alcoholic Beverages:** The Comprehensive General Commercial Liability policy shall carry an endorsement providing coverage for any liabilities arising from the sale of alcoholic beverages from the branded location. If the insurance provider of the Comprehensive General Commercial policy does not issue an endorsement, a separate policy from another insurance carrier shall provide this coverage. The insurance coverage to be provided for alcoholic beverage sales shall be on an occurrence basis with a minimum single limit of One Million and No/100 dollars (\$1,000,000.00).

(iii) **Motor Vehicle Insurance:** Any vehicle used in the conduct of or in conjunction with the business transacted at or from the branded location shall be insured under a motor vehicle insurance policy providing comprehensive coverage with a policy limit of at least One Million and No/100 dollars (\$1,000,000.00)

Any insurance required shall be written by one or more insurance companies satisfactory to Supplier and licensed to do business in the State of Illinois, with the Supplier identified as a named insured. Dealer shall obtain a written obligation on the part of each insurance company to notify each additional named insured at least thirty (30) days prior to any change in or cancellation of such insurance. Each policy or a duly executed certificate of such policy shall be delivered to Supplier prior to the branding of the marketing outlet.

8. **Intentionally deleted**

9. **Excused NonPerformance.** GAS DEPOT OIL COMPANY shall be excused from the performance of its obligations herein to the extent and for such time that its performance is delayed or prevented by any cause reasonably beyond GAS DEPOT OIL Company's control, including but not limited to, those causes or conditions set out above excusing Dealer's obligations, as well as the cancellation or non-renewal of product supply agreements with third parties, or the failure of third parties to deliver product for whatever reason. Should GAS DEPOT OIL Company's supply of any Petroleum Products be insufficient at any time and for any reason to enable GAS DEPOT OIL COMPANY to supply the demand of all customers normally receiving such Petroleum Products, GAS DEPOT OIL COMPANY may, without incurring any liability to Dealer, discontinue deliveries of such Petroleum Products hereunder for the duration of the shortage or apportion deliveries thereof among Dealer and such other customers, including GAS DEPOT OIL Company's own requirements, as GAS DEPOT OIL COMPANY, in its sole discretion, may determine and, in such circumstances (hereinafter called a "Shortage"), Dealer shall be permitted to acquire from other sources any of Manufacturer's Petroleum Products which GAS DEPOT OIL COMPANY is not prepared to supply, but only for so long as such Shortage continues. In all instances, GAS DEPOT OIL COMPANY shall not be required to purchase Petroleum Products or exchange agreements which it deems to be uneconomic nor shall GAS DEPOT OIL COMPANY be required to operate any distribution or storage facility if the same is deemed by GAS DEPOT OIL COMPANY to be physically or economically undesirable.

10. **Credit Cards.** (a) If, and so long as Manufacturer elects to issue or authorize credit cards, and to participate with GAS DEPOT OIL COMPANY in the processing of credit card sales of Manufacturer's Petroleum Products (hereafter called a "Credit Card Program"), Dealer agrees to participate in the Credit Card Program and to honor Manufacturer's credit cards as to the sale of Petroleum Products, services provided and merchandise sold at or from the Premise. All such credit card sales shall be made in strict compliance with the rules and regulations of the Credit Card Program issued by Manufacturer or GAS DEPOT OIL COMPANY from time to time. (b) GAS DEPOT OIL COMPANY agrees to accept all authorized invoices issued on such credit cards and credit Dealer's account with GAS DEPOT OIL COMPANY for the net amount thereof. GAS DEPOT OIL COMPANY reserves the right to return, and Dealer agrees to promptly refund to GAS DEPOT OIL COMPANY on demand, the amount so credited for each invoice which was not authorized, which is for any reason disputed by the customer,

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or which is otherwise subject to charge-back under Manufacturer rules and regulations. If Dealer fails to comply with these provisions or with GAS DEPOT OIL Company's or Manufacturer's Credit Card Program rules and regulations, GAS DEPOT OIL COMPANY may, at its option and in addition to any other remedy available at law, limit or cancel Dealer's right to participate in the Credit Card Program.

11. **Additional Covenants of Dealer.** Throughout the term of this Agreement, Dealer covenants and agrees:

- (a) At all times comply with all federal, state and municipal laws, rules, regulations and ordinances applicable to the Premises and the Retail Petroleum Business, including, without limitation, all such laws, rules, regulations and ordinances regarding (i) environmental matters, (ii) concerning the receipt, storage and dispensing of Petroleum Products (iii) the disposal of waste materials, and (iv) Dealer's other activities at the Premises.
- (b) Comply with all requirements of the Manufacturer in connection with the handling, advertising and marketing of the Petroleum Products under the Brand and the use of the Brand. Further, dealer agrees to let GAS DEPOT OIL COMPANY perform an audit of fuel purchases, daily fuel inventory reconciliation, and sales tax records when requested.
- (c) Keep the Premises in a good, clean, healthful and presentable position condition and otherwise operate the retail petroleum business in a first-class manner so as to at all times promote the greatest volume of sales of Petroleum Products from the Premises. Location must maintain a "Mystery Shopper" score of 85% or higher monthly.
- (d) At all times keep and observe all of the covenants and requirements of the Supply agreement on the part of the Dealer (as Dealer).

12. **Hours of Operation.** Dealer agrees to operate the location 15 hours per day, 365 days per year. Dealer acknowledges that he has no other fuel contract with another supplier.

13. **Terminations and Non-Renewal by GAS DEPOT OIL COMPANY.** In addition to all other rights and remedies available to GAS DEPOT OIL COMPANY, GAS DEPOT OIL COMPANY may, at its option, terminate or not renew this Agreement as the case may be upon ninety (90) days' prior written notice or such shorter period of time as may be reasonable under the circumstances, for any one or more of the following reasons (each of which shall hereinafter be called an "Event of Default"):

- (a) Dealer's failure to comply with any provision of this Agreement.
- (b) Dealer's failure to exert good faith efforts to carry out the provision of this Agreement or any Supply agreement agreement;
- (c) The occurrence of an adverse event which is relevant to the relationship between Dealer and GAS DEPOT OIL COMPANY and as a result of which makes termination both reasonable and permissible, including without limitation the following:
 - (1) Fraud or criminal misconduct by Dealer relevant to the operation of the Premises;
 - (2) Dealer's declaration of bankruptcy or a judicial determination of insolvency;
 - (3) Continuing severe physical or mental disability of Dealer of at least three (3) months duration, which renders Dealer unable to provide for the continued proper operation of Premises;
 - (4) GAS DEPOT OIL Company's loss of the right to grant Dealer the right to use Manufacturer trademarks, brand name or other identification if Dealer elects not to comply with or make such improvements as required by manufacturer to maintain brand identity and image standards;

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- (5) Condemnation or other taking, in whole or in part, of the Premises pursuant to the power of eminent domain;
- (6) GAS DEPOT OIL Company's loss of the right to grant Dealer the right to use Manufacturer trademarks, brand name or other identification;
- (7) Destruction of all or a substantial portion of the Premises;
- (8) Dealer's failure to pay to GAS DEPOT OIL COMPANY in a timely manner all sums of money to which GAS DEPOT OIL COMPANY is legally entitled to receive;
- (9) Dealer's failure to operate the Premises for seven (7) consecutive days, or such lesser period of time such that under the particular facts and circumstances constitutes as an unreasonable period of time;
- (10) Dealer's willful adulteration, mislabeling, or misbranding of Manufacturer branded Petroleum Products or other trademark violations by Dealer;
- (11) Dealer's knowing failure to comply with any federal, state or local law, rule or regulation relevant to the operation of Premises;
- (12) Dealer's conviction of any felony involving moral turpitude; or
- (13) The death or dissolution of Dealer;
- (d) The failure of the parties to agree to changes or additions to the provisions of this Agreement if such changes or additions are made by GAS DEPOT OIL COMPANY in good faith and in the normal course of business.
- (e) The receipt of numerous bona fide complaints by GAS DEPOT OIL COMPANY concerning the Dealer's operation of the Premises so long as Dealer was promptly apprised of the existence and nature of such complaints and such complaints related to the condition of Premises or to the conduct of Dealer or any employee or agent of Dealer, and the Dealer did not promptly take action to cure or correct the basis of such complaints;
- (f) A failure by the Dealer to operate the Premises in a clean, safe, and healthful manner, if the Dealer failed to do so on two or more previous occasions and GAS DEPOT OIL COMPANY notified the Dealer of such failures;
- (g) A determination made by GAS DEPOT OIL COMPANY in good faith and in the normal course of business that the renewal of the franchise relationship with Dealer would be uneconomical to GAS DEPOT OIL COMPANY despite any reasonable changes or additions to the provision of the franchise which may be acceptable to Dealer; or

14. **Breach by Dealer: Liquidated Damages.**

- (a) The length of the term hereunder is a major inducement to the Supplier entering this Agreement and a material part thereof. Dealer expressly acknowledges that any breach of this Agreement by Dealer resulting in its termination before the expiration of its stated term would cause the Supplier to suffer damages the amount of which could not be precisely ascertained. The Parties further agree that the following formula will result in a reasonable estimate of the amount of the probable loss of profits Supplier may be expected to suffer as a result of Dealer's breach of this Agreement::

Average monthly Motor Fuel Petroleum Sales (in gallons) by Dealer over the
proceeding 12 months X \$0.02 per gallon multiplied by the remaining number
of months in the Term of this Agreement

Plus

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The amount of any unamortized branding costs incurred by the Supplier. Dealer acknowledges that the branding costs incurred to bring the marketing premises in with the identification and image requirements of the trademark ("Brand") owner shall amount to between \$25,000.00 and \$50,000.00 and shall be amortized on a straight line basis over the term of the contract.

All remedies set forth herein shall be cumulative in nature, and shall be in addition to, and not in lieu of, any other right or remedy available to GAS DEPOT OIL COMPANY hereunder or under Illinois law.

15. **Notices.** Except as otherwise expressly provided in this Agreement, all notices shall be in writing and shall be deemed to have been given to the other party

When delivered personally or when sent by registered or certified United States mail, postage prepaid, addressed to Dealer or GAS DEPOT OIL COMPANY at the following addresses:

If to GAS DEPOT OIL COMPANY:

GAS DEPOT OIL COMPANY
8700 N Waukegan Rd. Suite 200
Morton Grove, Illinois 60053

If to Dealer:

THOMAS SIMON
825 MILWAUKEE AVE
GLENVIEW, ILL 60025

16. **Successors-Assigns.** This Agreement shall inure to the benefit of, and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto, but no assignment by Dealer shall be valid without the prior written consent of GAS DEPOT OIL COMPANY, which consent shall not be unreasonably withheld. Dealer shall not sell the retail petroleum business or the subject marketing premises unless the buyer or transferee expressly assumes this Agreement in writing.

17. **Recording of Restriction/Covenant:** THIS AGREEMENT SHALL BE RECORDED WITH THE OFFICE OF THE RECORDER OF DEEDS IN THE COUNTY IN WHICH THE MARKETING PREMISES ARE LOCATED.

THE DEALER COVENANTS AND AGREES THAT THIS AGREEMENT RUNS WITH THE LAND AND RESTRICTS THE REAL PROPERTY FROM BEING USED TO MARKET ANY PETROLEUM PRODUCTS AT RETAIL OTHER THAN THOSE SUPPLIED BY GAS DEPOT OIL COMPANY UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT, ITS SUCCESSORS OR ASSIGNS, FOR THE TERM OF THIS AGREEMENT BY THE DEALER, HIS HEIRS, ASSIGNS, SUCCESSORS IN INTEREST, EXECUTORS OR ADMINISTRATORS.

18. **FIRST RIGHT OF REFUSAL.** Dealer Grants Gas Depot Inc. a first right of refusal for purchase of the property. GAS Depot will have 30 days in match said offer. If GAS Depot does not exercise said rights all other terms & conditions of this agreement will be kept in place.
19. **Non-Waiver.** GAS DEPOT OIL Company's failure, or election not to exercise, any of its rights hereunder against or with respect to Dealer, whether or not a breach on the part of Dealer shall have occurred, shall not amount to any waiver or modification of such rights (or of such breach) and shall not be deemed to be a course of performance or dealing modifying or waiving this Agreement or any part hereof.
20. **Entire Agreement.** This Agreement constitute the entire agreement of the parties with respect to the subject matter set forth herein, all other and prior agreements and understandings (whether oral or written) having been merged herein and extinguished hereby.
21. **Modifications or Amendment.** This Agreement may be modified or amended only in writing, executed by both of the parties hereto.

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22. **Relationship of the Parties.** Nothing contained herein shall be deemed or construed to create the relationship of principal and agent, of partnership or of joint venture between GAS DEPOT OIL COMPANY and Dealer. Instead, it is agreed and understood that Dealer is an independent business entity and independent contractor, and that the relationship of GAS DEPOT OIL COMPANY and Dealer hereunder is that of Vendor and Purchaser, respectively.

23. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois and shall be deemed to have been made and executed in Cook County, Illinois.

24. **Attorneys' Fees and Venue.** In any action or proceeding between the parties arising out of or in connection with this Agreement or the breach or enforcement hereof (i) venue shall lie in the Circuit Court of Cook County, Illinois, or, if federal jurisdiction is applicable, in the United States District Court for the Northern District of Illinois, Eastern Division, in Chicago, Illinois, and (ii) the party prevailing in such proceeding shall be entitled to recover its costs and expenses (including reasonable attorney's fees) from the nonprevailing party.

25. **Counterparts.** This Agreement may be executed in any number of counterparts, with each such counterpart being deemed to be one and the same instrument. Additionally, photocopies and reproductions of the signatures on this Agreement (including facsimile transmissions thereof) shall be deemed to be the equivalent of originals.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

GAS DEPOT OIL COMPANY (DEALER)

By: 8/30/2014



By: [Signature] (Name THOMAS SIMON)
GREEN MILL PETROLEUM, INC

By: [Signature] (Name CHACKO CHITTALAKATTU)

By: [Signature] (Name THOMAS SIMON)
THOMAS SIMON

By: [Signature] (Name THOMAS MATHEW)
THOMAS P MATHEW

AFFIDAVIT

STATE OF ILLINOIS
COUNTY OF COOK

SEAL

I, the undersigned, a Notary Public in and for the County of cook and state of Illinois, do hereby certify that THOMAS SIMON, THOMAS MATHEW personally known to me to be the same person whose name is subscribed to the foregoing instrument.

[Signature]
Notary Public

