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Facsimile memorandum of
Contract
Retail Dealer Petroleum
Purchase Agreement
Texor Petroleum



Doc#: 1331954043 Fee: \$78.00
RHSP Fee: \$9.00 RPRF Fee: \$1.00
Karen A. Yarbrough
Cook County Recorder of Deeds
Date: 11/15/2013 02:36 PM Pg: 1 of 21

LOTS 19, 20, 21 AND 22 (EXCEPT THAT PART OF LOT 19 DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID LOT 19; THENCE ON AN ASSUMED BEARING OF NORTH 82 DEGREES 48 MINUTES 47 SECONDS WEST ALONG THE SOUTHERLY LINE OF SAID LOT, A DISTANCE OF 15.00 FEET TO AN ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS SURVEY MARKER; THENCE NORTH 48 DEGREES 29 MINUTES 29 SECONDS EAST A DISTANCE OF 19.80 FEET TO AN ILLINOIS DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAY SURVEY MARKER ON THE EASTERLY LINE OF SAID LOT 19; THENCE SOUTH 00 DEGREES 12 MINUTES 15 SECONDS EAST ALONG SAID EASTERLY LINE A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING), IN BLOCK 17 IN FRANKLIN PARK, A SUBDIVISION OF WEST ½ OF NORTHWEST ¼ OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Permanent Index Number: 12-27-121-038-0000
Commonly known as: 9500 Grand Avenue, Franklin Park, Illinois 60131
County: Cook County, Illinois

This instrument was prepared by, and after recording should be returned to:

John Conway, Esq.
Sullivan Hincks & Conway
122 West 22nd Street, Suite 100
Oak Brook, IL 60523
(630) 573-5021

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RETAIL DEALER PETROLEUM

PURCHASE AGREEMENT

By and Between

**WORLD FUEL SERVICES, INC. d/b/a
TEXOR PETROLEUM**

and

**Saheli 9500 Corp. and
Sandip Patel, Individually**

(d/b/a Franklin Park Saheli City)

Dated



March 18, 2013

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RETAIL DEALER PETROLEUM PURCHASE AGREEMENT

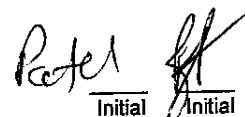
This Agreement is made as of February 21, 2013, between **WORLD FUEL SERVICES, INC. d/b/a TEXOR PETROLEUM** ("Supplier") and **Saheli 9500 Corp., and Sandip Patel, individually**, (hereinafter collectively referred to as "Dealer").

1. **Product and Quality.** Dealer agrees to buy from Supplier all of Dealer's requirements of gasoline, diesel fuel, ethanol and any other petroleum products (except motor oils and other miscellaneous automotive lubricants) which may be required for gasoline blending (collectively, "Product") in connection with the operation of Dealer's place of business located at 9500 W. Grand, Franklin Park, IL (the "Location") and Supplier agrees to sell and deliver to Dealer such quantities of Product as Dealer may require for resale to the motoring public at the Location during the duration of this Agreement.
2. **Identification and Image.** Dealer agrees to maintain the image of the Location in accordance with CITGO Petroleum Corporation ("CITGO" or "Franchisor") brand identification requirements and to operate the Location in accordance with all of Franchisor's rules, regulations, requirements and procedures, including but not limited to Dealer's meeting Franchisor's cleanliness and appearance standards, attendance at required training classes, and compliance with uniform and dress requirements. Dealer acknowledges that Supplier has and/or may pay certain costs and expenses to facilitate the imaging of the Location to the Franchisor's image requirements (hereinafter referred to as "image costs"). In the event Dealer breaches the terms of this Agreement or in the event this Agreement is terminated or canceled for whatever reason, Dealer shall immediately reimburse Supplier for all of the image costs expended by Supplier during the term of this Agreement. Dealer understands that Supplier does not own the Franchisor trademarks, trade dress, service marks and/or color schemes contained in the signage, building features, promotional materials, labeling and the like required by the brand identification requirements of Franchisor, and that Supplier's right to authorize Dealer to use the same are derived from a contractual relationship. In the event Franchisor's brand shall no longer be available in the relevant market area during the term of this Agreement, Dealer agrees that it shall continue to receive all Product from Supplier for the entirety of the then existing term of the Agreement and that the parties shall execute a new agreement on substantially the same terms and conditions as this Agreement under a replacement brand as agreed upon by the Parties.
3. **Term.** This Agreement shall be for an initial term commencing on the date first written above and ending on March 31, 2020 (the "Initial Term"). Notwithstanding the foregoing, this Agreement may be earlier terminated by either party in the event of any material breach hereof by the other party. Upon termination, as provided in this Agreement, Dealer shall immediately: (i) cease all use of anything which would give the impression that Dealer has any affiliation whatsoever with the Supplier (ii) pay to Supplier all amounts due or to become due to Supplier and; (iii) remove and return, all signage and other brand identification originally provided by Supplier.
4. **Compliance with Trademark Requirements.** Dealer shall at all times fully comply with all trademark and trade dress requirements set forth by Franchisor. During the Term, Franchisor and/or Supplier may from time to time change such trademark and trade dress requirements. Dealer hereby agrees that Franchisor may and acknowledges that in all likelihood Franchisor shall change such requirements from time to time. Dealer shall ensure that the Location conforms their trade dress to all such changed requirements within ninety (90) days after Dealer has received written notice from Supplier of any change.
5. **Automatic Renewal.** 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.
6. **Grade.** Product shall be Supplier's regular commercial grades generally offered to Supplier's customers for similar use and sale at the time and in the geographic region of delivery.
7. **Lead-Free Gasoline.** Supplier agrees that lead-free gasoline (in this paragraph called the "gasoline") sold hereunder, if any, shall comply in all respects to the requirements of federal, state, and local rules and regulations relating to the gasoline at the time and place title to the same shall pass to Dealer. Dealer agrees:
 - a) That it will prohibit commingling the gasoline with others;
 - b) That it will properly use equipment (including pumps, nozzles, tanks, piping and hoses) designed and intended for the storage, dispensing and sale of the gasoline;
 - c) That it will keep the equipment referenced in (b) above, clean and in good working condition at all times;
 - d) That it will permit Supplier, its suppliers, agents and employees to inspect and/or copy the daily inventory control records and reconciliations and to inspect pump meters at the Location.
 - e) To permit Supplier, its suppliers, agents and employees to inspect and sample the gasoline in Dealer's possession at any and all reasonable times and fully cooperate with Supplier and its suppliers to cure and correct, at Dealer's sole cost and expense, any contamination if discovered. If the investigation reveals that the contamination was caused by Supplier then the expenses to remove all such contaminated gasoline and appropriately replace same shall be borne by Supplier;
 - f) That it will comply with all laws, ordinances and regulations relative to the storage, dispensing and sale of the gasoline, including, but not limited to, Stage II Vapor Recovery and other EPA requirements; and



 Peter Initial Saheli Initial

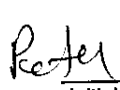

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- g) To protect, indemnify and hold harmless Supplier from any and all losses, claims, damages, fines, penalties, suits or costs including, without limitation, reasonable attorneys fees, which may arise or grow out of any failure by Dealer to fully comply with the terms and provisions of this Paragraph.
8. Leak Prevention and Detection. Dealer acknowledges and agrees that Supplier nor Franchisor does not own or operate, and shall have no liability or responsibility for any Product storage facilities maintained at the Location, including, without limitation, underground storage tanks and related equipment. Dealer is solely responsible for taking, and shall take the following leak and water contamination prevention and detection measures:
- Dealer shall ascertain and perform any and all monitoring procedures required by applicable laws, regulations or governmental authorities at the Location.
 - Dealer shall ascertain and perform any and all construction or retrofitting necessary to satisfy or comply with the secondary containment standards for underground storage tanks required by applicable laws, regulations or governmental authorities.
 - Dealer shall immediately investigate in accordance with regulatory leak detection requirements and report to all appropriate governmental authorities (i) any detectable loss or suspected loss of Products that exceeds regulatory variation limits of any Product, (ii) the activation or alarm of any leak detector or other continuous monitoring system, (iii) the discovery of any broken weights and measures seals or other seals in any Product dispenser, (iv) the discovery of any visible leak in any Product dispenser, Product piping or submerged pumps, (v) any change in the condition of the land or surface adjacent to fill boxes or dispensers, (vi) water in excess of one inch (1") in any storage container, or (vii) any spills or overfills that are not immediately and properly contained and cleaned up. If a leak is confirmed all Product must be removed from any affected storage tank immediately, and the tank secured.
9. Delivery. Supplier shall deliver Product to the Location in single deliveries of not less than eight thousand (8,000) gallons within forty-eight (48) hours following receipt of Dealer order, however, deliveries outside of normal business hours or on Sundays or holidays shall not be required. Title to Product shall transfer to Dealer at the time of delivery, but Supplier shall retain a purchase money security interest in all Product and in all proceeds from the sale thereof unless and until Supplier is paid in full for such Product, and shall be entitled to enter upon the Location and to remove such Product without prior notice and without liability to Dealer unless and until Supplier is paid in full for all Product delivered hereunder. Supplier shall also have a security interest in all credit card receipts and credit card credits and shall have a right to set-off against said credit card receipts or credits exercisable at any time for any unpaid amounts due Supplier for Product purchase or any other Dealer default under this Agreement. Supplier may perfect its security interest through UCC filings.
10. Price. Dealer shall pay Supplier for each delivery of Product hereunder at a price not to exceed CITGO's posted distributor price for the date of delivery, plus \$.0100 per gallon, plus Franchisor advertising and other program fees, plus applicable taxes and delivery charges, if any, to Dealer's place of business.
11. Payment and Security. Terms shall be net 7 days with payment via electronic funds transfer. If Dealer shall fail to make any payment when due, Supplier may suspend deliveries hereunder until such payment has been made but such suspension shall not be Supplier's sole remedy or otherwise limit Supplier's remedies and shall not relieve Dealer of its obligation to purchase Product hereunder. Supplier may change the credit terms herein upon notice to Dealer if, in its sole discretion, Dealer's financial position changes such that a change is credit terms is necessary. Dealer agrees to sign all financing statements and other security agreements of any kind required by Supplier (including renewals thereof) in order to secure payment of present and future indebtedness owed by Dealer to Supplier. Such indebtedness shall include, but not be limited to, amounts owed for delivery of Product hereunder, credit card chargebacks, unamortized rebates, unpaid loan balances (including accrued interest thereon), and all other obligations due from Dealer to Supplier under this Agreement. Dealer agrees and understands that Supplier may file and/or record any documents necessary to protect its interests under this Agreement, including but not limited to UCC financing statements. If required by Supplier in its sole discretion, Dealer shall make a security deposit in an amount and in a manner as determined by Supplier.
12. Personal Guaranty. Sandip Patel shall execute personal guaranties in a form acceptable to Supplier covering all of Dealer's obligations under this Agreement.
13. Resale Provisions. Dealer agrees to resell all Product herein provided only under Supplier's brands or Supplier authorized brands and only at the Location, and to maintain Supplier's brands or Supplier authorized brands, trademarks and names on pumps and other facilities through which Product is dispensed. Dealer agrees not to mix, substitute or adulterate Product with any other petroleum products or material as long as Supplier is ready, willing and able to promptly fulfill and supply Dealer's needs.
14. Taxes. The amount of any tax, excise or charge now or hereafter imposed on Supplier by any governmental authority upon, incident to, or as a result of the manufacture, storage, withdrawal from storage, transportation, distribution, sale or handling of Product delivered hereunder or measured by the proceeds of such distribution or sale shall (unless it is specified in writing that such taxes are included in the prices stated by Supplier) be added thereto and be paid upon demand by Dealer to Supplier. Dealer agrees to execute any and all affidavits and other documents, including without limitation sales tax affidavits, requested by Supplier in connection with Product sold pursuant to this Agreement.
15. Credit Card Program.

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- a) During the term of this Agreement, Dealer shall be entitled to grant credit to holders of credit cards which may be issued by Franchisor and/or issued by other companies listed in Franchisor's then current credit card regulations, a copy of which has been provided to Dealer. It is specifically understood that the granting of credit shall be pursuant to the terms and conditions set forth in such credit card regulations and that Franchisor shall have the right, in its sole discretion, to amend or terminate such regulations and discontinue its credit card program at any time. Dealer agrees that all credit card invoices which it may transmit and assign to Supplier through Franchisor shall be in conformity with Franchisor's credit card regulations and that Franchisor or Supplier may reject or charge back any credit card invoices not conforming to said instructions. All credit card invoices shall be forwarded by registered mail or other means authorized by Supplier to such place(s), and at such time intervals, as Supplier may designate, from time to time.
- b) Dealer agrees to use Franchisor's processing facilities for all credit card transactions, which shall include both Franchisor's proprietary credit cards and non-proprietary credit cards.
- c) Dealer shall reimburse Supplier, either upon demand or as a credit against any sum owed by Supplier to Dealer, for any equipment rental charges, or other fees imposed by Supplier or the entity issuing the credit cards in connection with the credit card program.
- d) The rights granted herein are subject to an agreement between Supplier and Franchisor and/or its licensee and shall be subject to changes implemented by Franchisor, from time to time.
16. **Liabilities.** The obligation of the parties to deliver and receive Product hereunder shall be suspended and excused: (a) if Supplier is prevented from or delayed in purchasing, producing, manufacturing, transporting or delivering in its normal manner any Product hereunder or the materials from which such Product is manufactured because of acts of God, earthquake, fire, flood, or the lockouts, boycotts, picketing, labor disputes or disturbance, compliance with any directive, order or regulation of any governmental authority or representative thereof acting under claim or color of authority; or (b) loss or shortage of any Product because of reasons beyond Supplier's reasonable control or (c) loss or shortage of any part of Supplier's own customary transportation or delivery facilities because of reasons beyond Supplier's reasonable control, or (d) for any reason beyond Supplier's reasonable control. Whenever such causes occur Supplier may, in its sole judgment, restrict or suspend deliveries to Dealer, whether or not Supplier restricts delivery to others and regardless of the extent of restrictions or suspensions, in any, on deliveries to others.
17. **Minimum Business Hours.** Dealer agrees that, for the Term of this Agreement, it will maintain minimum business hours for the sale of gasoline and general convenience store merchandise of 6:00 a.m. to 10:00 p.m., Monday through Friday, and 8:00 a.m. to 10:00 p.m. on Saturdays, and 8:00 a.m. to 8:00 p.m. on Sundays and Holidays.
18. **Insurance.** Dealer shall procure and maintain, at its sole cost and expense, for the Term of this Agreement, insurance policies as follows: (a) Worker's Compensation and Occupational Disease Insurance, including Employers' Liability Insurance in compliance with Illinois state laws; (b) Comprehensive General Liability Insurance covering bodily injury, including death and property damage and endorsed to include contractual liability, premises and operations, products/completed operations with a combined single limit of not less than \$1,000,000.00; and (c) insurance for Supplier's property in Dealer's care, custody and control, with limits of not less than fair market value. Dealer's insurance shall be endorsed to include Supplier and Franchisor as an additional insured. Dealer shall provide Supplier with a certificate of insurance which shall provide that Supplier be given at least thirty (30) days written notice prior to cancellation or any material change in the required coverages.
19. **Indemnity.** To the fullest extent authorized under applicable law, Dealer agrees to indemnify, defend and hold harmless Supplier and Franchisor (including its directors, officers, agents, and employees) from and against any and all claims, actions, liabilities, losses, costs and expenses (including reasonable attorneys' fees and expert witness fees) for or involving any property damage, personal injury, bodily injury, death, remediation or clean-up, fines, penalties, taxes, business interruption, or any other cause of action or claim of every nature or kind whatsoever, in any way arising out of or incident to or related to Dealer's purchase of Products under this Agreement or its sale or consignment of Products to any customer, including, but not by way of limitation, any and all claims arising out of or based on (i) any breach by Dealer of any provision of this Agreement or of any duty owed by Dealer to Supplier, Franchisor, or to the public, (ii) Dealer's purchase, storage, use, sale, transportation, loading or unloading, delivery, or disposal of Products, (iii) any violation of any federal, state or local regulations, by Dealer or its agents, servants, workmen, employees, operators, contractors, or carriers, except and to the extent of any liability caused by the willful misconduct of Supplier, or its directors, officers, or employees, (iv) any cleanup, remediation, or damages caused in whole or in part by any release or discharge of Products (or other pollutant or hazardous substance), (v) the use or occupancy of the Location, (vi) Dealer's operation of its business or the use, custody or operation of Supplier or Franchisor-owned equipment or any other equipment, (vii) any sale or consignment of Products to the public (including any dispute related to the terms of sale (e.g., price) or the condition, quantity, or quality of the Products sold), (viii) Dealer's breach of or failure to perform any contractual or other duty owed to any third person, or (ix) any intentional or unintentional violation by Dealer of any legal duty, obligation, or requirement applicable to Dealer's business, the Location, Dealer's storage, transportation, or sale of Products, or the disclosure or warning of risks associated with Products at the Location. To the extent that Dealer may be immune from any liability under or by virtue of any applicable industrial insurance or workers' compensation statute, Dealer agrees to waive such immunity to the extent such immunity would otherwise extend to its defense and indemnification obligations under this Agreement. The provisions of this Paragraph shall survive the termination or expiration of this Agreement.
20. **Representation.** Dealer represents that he has no contractual obligation to purchase fuel for the Location from any party other than Supplier. Dealer further agrees to defend, indemnify and hold harmless Supplier from any and all losses, damages, claims, suits, and costs including, (without limitation) reasonable attorney's fees which directly or indirectly arise




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out of or are in any way connected with claims made other parties in connection with purported contractual obligations of Dealer at the Location.

21. Sale of Underlying Business. Notwithstanding the sale by Dealer of the business underlying this Agreement, the terms of this Agreement shall remain in place until expiration of the Initial Term.
22. Covenant of Continued Ownership. The Dealer agrees that any change in the ownership of the Location, or the sale of the Dealer's business, or any liquidation of substantially all of the Dealer's assets, shall be deemed a default of this Agreement, and shall allow Supplier the immediate right to full payment of all amounts due Supplier including the amounts of Indebtedness as described herein.
23. Supplier's Right to Record A Memorandum of The Supply Agreement. It is expressly understood and agreed that the Supplier shall have the right to record with the county recorder's office, a memorandum of this Agreement and any addendums thereto, if any, without notice to the Dealer and without any prior approval of Dealer. It is the intent of the parties that the obligations of this Agreement run with the land of the Location.
24. Further Assurances. Each party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein at any time and from time to time after execution of this Agreement as such other party may reasonably request in order to effectuate the provisions of this, or to confirm or perfect any right to be created or transferred hereunder or pursuant to this Agreement.
25. Notice. Each payment, request or notice required or permitted to be given hereunder shall be deemed properly given and served upon the earlier to occur of actual receipt or three (3) days following deposit, postage prepaid, Registered or Certified, return receipt requested, in the United States mail or, in lieu of such mailing, any such demands, requests or notices may be personally served upon Dealer or Supplier, and if to Dealer, addressed to the Location, and if to Supplier, addressed to 3340 S. Hanem Ave., Riverside, IL 60546
26. Waiver. Time is of the essence hereof. The waiver of any breach shall not be deemed to be a waiver of any other or subsequent breach of any of the same or any other provision hereof.
27. Termination and Nonrenewal. This Agreement is subject to and governed by the Petroleum Marketing Practices Act, 15 U.S.C. Section 2801, et. seq. ("Act"), which is made a part of the Agreement for the purpose of setting forth the grounds on which it may be terminated or not renewed by Supplier. Supplier's right to terminate or not renew under the Act shall be in addition to any and all other rights and remedies otherwise available to it.
28. Governmental Laws and Regulations. This Agreement may be modified or superseded by any and all governmental laws and regulations enacted subsequent hereto, pertaining to energy allocation and conservation. However, hardships and forfeitures shall not be enforced between the parties as a result.
29. Remedies. Either party will be entitled to enforce its rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement and to exercise all other rights existing in its favor. The parties hereto agree and acknowledge that money damages may not be an adequate remedy for any breach of the provisions of this Agreement and that either party may, in its sole discretion, apply to any court of law or equity of competent jurisdiction for specific performance or injunctive relief (without the necessity of posting bond) in order to enforce or prevent any violations of the provisions of this Agreement. Without limiting the generality of the foregoing, in the event of a default by either party hereunder the other party, at its option, may (a) terminate this Agreement; (b) suspend deliveries of Product to the Location; (c) suspend payment of sums otherwise due to Dealer under the Agreement; and/or (d) enter the Location and remove all Product for which payment has not been tendered, signage and image identification at the Location. Notwithstanding the foregoing, in no event shall Supplier be liable to Dealer for any special, treble, punitive, consequential, incidental or indirect losses or damages.
30. Attorneys' Fees and Costs. Dealer shall pay all of Supplier's costs, charges and expenses, including court costs and attorneys' fees, incurred in enforcing Dealer's obligations under this Agreement or incurred in any claim or litigation in which Dealer causes Supplier, without Supplier's fault, to become involved or concerned.
31. Assignment. This Agreement shall not be assigned by Dealer or by operation of law (and any attempt to do so shall be void) without Supplier's prior written consent which shall not be unreasonably withheld. Except as limited by the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties, their heirs, their representatives, successors and assigns.
32. Relationship. The relationship between Supplier and Dealer is that of independent contractors. Neither party hereto, its agents or employees, shall, under any circumstances, be deemed partners, employees, agents or representatives of the other. Neither party shall have the right to enter into any contract or commitment in the name of the other party, or to otherwise bind the other party.
33. Other Agreements. Supplier and Dealer may have agreements related to other locations that are owned or otherwise controlled by Dealer. Any default under any such other agreement shall be considered a default under this Agreement.
34. Governing Law. Except to the extent governed by applicable federal law, this Agreement shall be interpreted, construed and governed by the laws of the State of Illinois without regard to any conflict of law provisions.
35. Complete Agreement. This Agreement: (a) contains all the understandings and representations between the parties relating to the matters referred to herein; (b) supersedes any and all arrangements previously entered into between them


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with respect thereto; and (c) may be amended or modified only by a written supplement, duly executed by each of the parties.

36. Enforcement.

- a) The respective rights and remedies of each party are cumulative, and no exercise or enforcement by either party of any right or remedy hereunder shall preclude the exercise or enforcement by such party of any right or remedy hereunder or which such party is entitled by law to enforce.
- b) Each party only in writing may waive any obligation of or restriction upon the other under this Agreement. No failure, refusal, neglect, delay, waiver, forbearance or omission of either party hereto to exercise any right under this Agreement or to insist upon full compliance by the other with its obligations hereunder, shall constitute a waiver of any provision of this Agreement.

37. Construction.

- a) The headings appearing at the beginning of each paragraph of this Agreement are for convenience only and shall not be deemed to define, limit or construe the contents of any such paragraph.
- b) Each provision of this Agreement shall be severable. If, for any reason, any provision herein is finally determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such determination shall not impair the operation or affect the remaining provisions of this Agreement, and such remaining provisions will continue to be given full force and effect and bind the parties. Each invalid provision shall be deemed not to be a part of this Agreement.
- c) If any applicable statute, rule or regulation contains any requirement that is contrary to or conflicts with any provision of this Agreement, such requirement will be substituted for such provision to the minimum extent necessary to validate such provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

SUPPLIER:

WORLD FUEL SERVICES, INC. d/b/a TEXOR
PETROLEUM

By: [Signature]

Its: President, Texor, Inc.

DEALER:

Saheli 9500 Corp.

By: [Signature]

Its: President

[Signature]
Sandip Patel

1721 Whispering of
Home Address

Addison, IL - 60101
Home Telephone

138-06-3092
Soc. Sec. #

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Revised Summary of Title I of the Petroleum Marketing Practices Act.

AGENCY: Department of Energy

ACTION: Notice

SUMMARY: This notice contains a summary of Title I of the Petroleum Marketing Practices Act, as amended (the Act). The Petroleum Marketing Practices Act was originally enacted on June 19, 1978, and was amended by the Petroleum Marketing Practices Act Amendments of 1994, enacted on October 19, 1994. On August 30, 1978, the Department of Energy published in the Federal Register a summary of the provisions of Title I of the 1978 law, as required by the Act. The Department is publishing this revised summary to reflect key changes made by the 1994 amendments.

The Act is intended to protect franchised distributors and retailers of gasoline and diesel motor fuel against arbitrary or discriminatory termination or nonrenewal of franchises. This summary describes the reasons for which a franchise may be terminated or not renewed under the law, the responsibilities of franchisors, and the remedies and relief available to franchisees. The Act requires franchisors to give franchisees copies of the summary contained in this notice whenever notification of termination or nonrenewal of a franchise is given.

SUPPLEMENTARY INFORMATION:

Title I of the Petroleum Marketing Practices Act, as amended, 15 U.S.C. §§2801-2806, provides for the protection of franchised distributors and retailers of motor fuel by establishing minimum Federal standards governing the termination of franchises and the nonrenewal of franchise relationships by the franchisor or distributor of such fuel.

Section 104(d)(1) of the Act required the Secretary of Energy to publish in the Federal Register a simple and concise summary of the provisions of Title I, including a statement of the respective responsibilities of, and the remedies and relief available to, franchisors and franchisees under the title. The Department published this summary in the Federal Register on August 30, 1978, 43 F.R. 38743 (1978).

In 1994 the Congress enacted the Petroleum Marketing Practices Act Amendments to affirm and clarify certain key provisions of the 1978 statute. Among the key issues addressed in the 1994 amendments are: (1) termination or nonrenewal of franchised dealers by their franchisors for purposes of conversion to "company" operation; (2) application of state law; (3) the rights and obligations of franchisors and franchisees in third-party lease situations; and (4) waiver of rights limitations. See H.R. REP. NO. 737, 103rd Cong., 2nd Sess. 2 (1994), reprinted in 1994 U.S.C.C.A.N. 2780. Congress intended to: (1) make explicit that upon renewal a franchisor may not insist on changes to a franchise agreement where the purpose of such changes is to prevent renewal in order to convert a franchisee-operated service station into a company-operated service station; (2) make clear that where the franchisor has an option to continue the lease or to purchase the premises but does not wish to do so, the franchisor must offer to assign the option to the franchisee; (3) make clear that no franchisor may require, as a condition of entering or renewing a franchise agreement, that a franchisee waive any rights under the Petroleum Marketing Practices Act, any other Federal law, or any state law; and (4) reconfirm the limited scope of Federal preemption under the Act. Id.

The summary which follows reflects key changes to the statute resulting from the 1994 amendments. The Act requires franchisors to give copies of this summary statement to their franchisees when entering into an agreement to terminate the franchise or not to renew the franchise relationship, and when giving notification of termination or nonrenewal. This summary does not purport to interpret the Act, as amended, or to create new legal rights.

In addition to the summary of the provisions of Title I, a more detailed description of the definitions contained in the Act and of the legal remedies available to franchisees is also included in this notice, following the summary statement.

Page 1 - Revised Summary of Title I of the Petroleum Marketing Practices Act (PMPA)

Summary of Legal Rights of Motor Fuel Franchisees

This is a summary of the franchise protection provisions of the Federal Petroleum Marketing Practices Act, as amended in 1994 (the Act), 15 U.S.C. §§2801-2806. This summary must be given to you, as a person holding a franchise for the sale, consignment or distribution of gasoline or diesel motor fuel, in connection with any termination, or nonrenewal of your franchise by your franchising company (referred to in this summary as your supplier).

You should read this summary carefully, and refer to the Act if necessary, to determine whether a proposed termination or nonrenewal of your franchise is lawful, and what legal remedies are available to you if you think the proposed termination or failure to renew is not lawful. In addition, if you think your supplier has failed to comply with the Act, you may wish to consult an attorney in order to enforce your legal rights.

The franchise protection provisions of the Act apply to a variety of franchise agreements. The term "franchise" is broadly defined as a license to use a motor fuel trademark, which is owned or controlled by a refiner and it includes secondary agreements such as leases of real property and motor fuel supply agreements which have existed continuously since May 15, 1973, regardless of a subsequent withdrawal of a trademark. Thus, if you have lost the use of a trademark previously granted by your supplier but have continued to receive motor fuel supplies through a continuation of a supply agreement with your supplier, you are protected under the Act.

Any issue arising under your franchise which is not governed by this Act will be governed by the law of the State in which the principal place of business of your franchise is located.

Although a State may specify the terms and conditions under which your franchise may be transferred upon the death of the franchisee, it may not require a payment to you (the franchisee) for the goodwill of a franchise upon termination or nonrenewal.

The Act is intended to protect you, whether you are a distributor or a retailer, from arbitrary or discriminatory termination or nonrenewal of your franchise agreement. To accomplish this, the Act first lists the reasons for which termination or nonrenewal is permitted. Any notice of termination or nonrenewal must state the precise reason, as listed in the Act, for which the particular termination or nonrenewal is being made. These reasons are described below under the headings "Reasons for Termination" and "Reasons for Nonrenewal."

The Act also requires your supplier to give you a written notice of termination or intention not to renew the franchise within certain time periods. These requirements are summarized below under the heading "Notice Requirements for Termination or Nonrenewal."

The Act also provides certain special requirements with regard to trial and interim franchise agreements, which are described below under the heading "Trial and Interim Franchises."

The Act gives you certain legal rights if your supplier terminates or does not renew your franchise in a way that is not permitted by the Act. These legal rights are described below under the heading "Your Legal Rights."

The Act contains provisions pertaining to waiver of franchisee rights and applicable State law. These provisions are described under the heading "Waiver of Rights and Applicable State Law."

This summary is intended as a simple and concise description of the general nature of your rights under the Act. For a more detailed description of these rights, you should read the text of the Petroleum Marketing Practices Act, as amended in 1994 (15 U.S.C. §§2801-2806). This summary does not purport to interpret the Act, as amended, or to create new legal rights.

Peter

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I. Reasons for Termination

If your franchise was entered into on or after June 19, 1978, the Act bars termination of your franchise for any reasons other than those reasons discussed below. If your franchise was entered into before June 19, 1978, there is no statutory restriction on the reasons for which it may be terminated. If a franchise entered into before June 19, 1978, is terminated, however, the Act requires the supplier to reinstate the franchise relationship unless one of the reasons listed under this heading or one of the additional reasons for nonrenewal described below under the heading "Reasons for Nonrenewal" exists.

A. Non-Compliance with Franchise Agreement

Your supplier may terminate your franchise if you do not comply with a reasonable and important requirement of the franchise relationship. However, termination may not be based on a failure to comply with a provision of the franchise that is illegal or unenforceable under applicable Federal, State, or local law. In order to terminate for non-compliance with the franchise agreement, your supplier must have learned of this non-compliance recently. The Act limits the time period within which your supplier must have learned of your non-compliance to various periods, the longest of which is 120 days, before you receive notification of the termination.

B. Lack of Good Faith Efforts

Your supplier may terminate your franchise if you have not made good faith efforts to carry out the requirements of the franchise, provided you are first notified in writing that you are not meeting a requirement of the franchise and you are given an opportunity to make a good faith effort to carry out the requirement. This reason can be used by your supplier only if you fail to make good faith efforts to carry out the requirements of the franchise within the period which began not more than 180 days before you receive the notice of termination.

C. Mutual Agreement to Terminate the Franchise

A franchise can be terminated by an agreement in writing between you and your supplier if the agreement is entered into not more than 180 days before the effective date of the termination and you receive a copy of that agreement, together with this summary statement of your rights under the Act. You may cancel the agreement to terminate within 7 days after you receive a copy of the agreement by mailing (by certified mail) a written statement to this effect to your supplier.

D. Withdrawal From the Market Area

Under certain conditions, the Act permits your supplier to terminate your franchise if your supplier is withdrawing from marketing activities in the entire geographic area in which you operate. You should read the Act for a more detailed description of the conditions under which market withdrawal terminations are permitted. See 15 U.S.C. § 2802(b)(E).

E. Other Events Permitting a Termination

If your supplier learns within the time period specified in the Act (which in no case is more than 120 days prior to the termination notice) that one of the following events has occurred, your supplier may terminate your franchise agreement:

- (1) Fraud or criminal misconduct by you that relates to the operation of your marketing premises.
- (2) You declare bankruptcy or a court determines that you are insolvent.
- (3) You have a severe physical or mental disability lasting at least 3 months which makes you unable to provide for the continued proper operation of the marketing premises.
- (4) Expiration of your supplier's underlying lease to the leased marketing premises, if: (a) your supplier gave you written notice before the beginning of the term of the franchise of the duration of the

underlying lease and that the underlying lease might expire and not be renewed during the term of the franchise; (b) your franchisor offered to assign to you, during the 90-day period after notification of termination or nonrenewal was given, any option which the franchisor held to extend the underlying lease or to purchase the marketing premises (such an assignment may be conditioned on the franchisor receiving from both the landowner and the franchisee an unconditional release from liability for specified events occurring after the assignment); and (c) in a situation in which the franchisee acquires possession of the leased marketing premises effective immediately after the loss of the right of the franchisor to grant possession, the franchisor, upon written request of the franchisee, made a bona fide offer to sell or assign to the franchisee the franchisor's interest in any improvements or equipment located on the premises, or offered by the franchisee a right of first refusal of any offer from another person to purchase the franchisor's interest in the improvements and equipment.

(5) Condemnation or other taking by the government, in whole or in part, of the marketing premises pursuant to the power of eminent domain. If the termination is based on a condemnation or other taking, your supplier must give you a fair share of any compensation which he receives for any loss of business opportunity or good will.

(6) Loss of your supplier's right to grant the use of the trademark that is the subject of the franchise, unless the loss was because of bad faith actions by your supplier relating to trademark abuse, violation of Federal or State law, or other fault or negligence.

(7) Destruction (other than by your supplier) of all or a substantial part of your marketing premises. If the termination is based on the destruction of the marketing premises and if the premises are rebuilt or replaced by your supplier and operated under a franchise, your supplier must give you a right of first refusal to this new franchise.

(8) Your failure to make payments to your supplier of any sums to which your supplier is legally entitled.

(9) Your failure to operate the marketing premises for 7 consecutive days, or any shorter period of time which, taking into account facts and circumstances, amounts to an unreasonable period of time not to operate.

(10) Your intentional adulteration, mislabeling or misbranding of motor fuels or other trademark violations.

(11) Your failure to comply with Federal, State, or local laws or regulations of which you have knowledge and that relate to the operation of the marketing premises.

(12) Your conviction of any felony involving moral turpitude.

(13) Any event that affects the franchise relationship and as a result of which termination is reasonable.

II. Reasons for Nonrenewal

If your supplier gives notice that he does not intend to renew any franchise agreement, the Act requires that the reason for nonrenewal must be either one of the reasons for termination listed immediately above, or one of the reasons for nonrenewal listed below.

A. Failure to Agree on Changes or Additions To Franchise

If you and your supplier fail to agree to changes in the franchise that your supplier in good faith has determined are required, and your supplier's insistence on the changes is not for the purpose of converting the leased premises to a company operation or otherwise preventing the renewal of the franchise relationship, your supplier may decline to renew the franchise.

B. Customer Complaints

If your supplier has received numerous customer complaints relating to the condition of your marketing premises or to the conduct of any of your employees, and you have failed to take prompt corrective action after having been notified of these complaints, your supplier may decline to renew the franchise.

Peter

PK

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C. Unsafe or Unhealthful Operations

If you have failed repeatedly to operate your marketing premises in a clean, safe and healthful manner after repeated notices from your supplier, your supplier may decline to renew the franchise.

D. Operation of Franchise is Uneconomical

Under certain conditions specified in the Act, your supplier may decline to renew your franchise if he has determined that renewal of the franchise is likely to be uneconomical. Your supplier may also decline to renew your franchise if he has decided to convert your marketing premises to a use other than for the sale of motor fuel, to sell the premises, or to materially alter, add to, or replace the premises.

III. Notice Requirements for Termination or Nonrenewal

The following is a description of the requirements for the notice which your supplier must give you before he may terminate your franchise or decline to renew your franchise relationship. These notice requirements apply to all franchise terminations, including franchises entered into before June 19, 1978 and trial and interim franchises, as well as to all nonrenewals of franchise relationships.

A. How Much Notice Is Required

In most cases, your supplier must give you notice of termination or nonrenewal at least 90 days before the termination or nonrenewal takes effect.

In circumstances where it would not be reasonable for your supplier to give you 90 days notice, he must give you notice as soon as he can do so. In addition, if the franchise involves leased marketing premises, your supplier may not establish a new franchise relationship involving the same premises until 30 days after notice was given to you or the date the termination or nonrenewal takes effect, whichever is later. If the franchise agreement permits, your supplier may repossess the premises and, in reasonable circumstances, operate them through his employees or agents.

If the termination or nonrenewal is based upon a determination to withdraw from the marketing of motor fuel in the area, your supplier must give you notice at least 180 days before the termination or nonrenewal takes effect.

B. Manner and Contents of Notice

To be valid, the notice must be in writing and must be sent by certified mail or personally delivered to you. It must contain: (1) A statement of your supplier's intention to terminate the franchise or not to renew the franchise relationship, together with his reasons for this action; (2) The date the termination or nonrenewal takes effect; and (3) A copy of this summary.

IV. Trial Franchises and Interim Franchises

The following is a description of the special requirements that apply to trial and interim franchises.

A. Trial Franchises

A trial franchise is a franchise, entered into on or after June 19, 1978, in which the franchisee has not previously been a party to a franchise with the franchisor and which has an initial term of 1 year or less. A trial franchise must be in writing and must make certain disclosures, including that it is a trial franchise, and that the franchisor has the right not to renew the franchise relationship at the end of the initial term by giving the franchisee proper notice.

The unexpired portion of a transferred franchise (other than as a trial franchise, as described above) does not qualify as a trial franchise.

In exercising his right not to renew a trial franchise at the end of its initial term, your supplier must comply with the notice requirements described above under the heading "Notice Requirements for Termination or Nonrenewal."

B. Interim Franchises

An interim franchise is a franchise, entered into on or after June 19, 1978, the duration of which, when combined with the terms of all prior interim franchises between the franchisor and the franchisee, does not exceed three years, and which begins immediately after the expiration of a prior franchise involving the same marketing premises which was not renewed, based on a lawful determination by the franchisor to withdraw from marketing activities in the geographic area in which the franchisee operates.

An interim franchise must be in writing and must make certain disclosures, including that it is an interim franchise and that the franchisor has the right not to renew the franchise at the end of the term based upon a lawful determination to withdraw from marketing activities in the geographic area in which the franchisee operates.

In exercising his right not to renew a franchise relationship under an interim franchise at the end of its term, your supplier must comply with the notice requirements described above under the heading "Notice Requirements for Termination or Nonrenewal."

V. Your Legal Rights

Under the enforcement provisions of the Act, you have the right to sue your supplier if he fails to comply with the requirements of the Act. The courts are authorized to grant whatever equitable relief is necessary to remedy the effects of your supplier's failure to comply with the requirements of the Act, including declaratory judgment, mandatory or prohibitive injunctive relief, and interim equitable relief. Actual damages, exemplary (punitive) damages under certain circumstances, and reasonable attorney and expert witness fees are also authorized. For a more detailed description of these legal remedies you should read the text of the Act, 15 U.S.C. §§2801-2806.

V. Waiver of Rights and Applicable State Law

Your supplier may not require, as a condition of entering into or renewing the franchise relationship, that you relinquish or waive any right that you have under this or any other Federal law or applicable State law. In addition, no provision in a franchise agreement would be valid or enforceable if the provision specifies that the franchise would be governed by the law of any State other than the one in which the principal place of business for the franchise is located.

Further Discussion of Title I - Definitions and Legal Remedies

I. Definitions

Section 101 of the Petroleum Marketing Practices Act sets forth definitions of the key terms used throughout the franchise protection provisions of the Act. The definitions from the Act which are listed below are of those terms which are most essential for purposes of the summary statement. (You should consult section 101 of the Act for additional definitions not included here.)

A. Franchise

A "franchise" is any contract between a refiner and a distributor, between a refiner and a retailer, between a distributor and another distributor, or between a distributor and a retailer, under which a refiner or distributor (as the case may be) authorizes or permits a retailer or distributor to use, in connection with the sale, consignment, or distribution of motor fuel, a trademark which is owned or controlled by such refiner or by a refiner which supplies motor fuel to the distributor which authorizes or permits such use.

Patel

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The term "franchise" includes any contract under which a retailer or distributor (as the case may be) is authorized or permitted to occupy leased marketing premises, which premises are to be employed in connection with the sale, consignment, or distribution of motor fuel under a trademark which is owned or controlled by such refiner or by a refiner which supplies motor fuel to the distributor which authorizes or permits such occupancy. The term also includes any contract pertaining to the supply of motor fuel which is to be sold, consigned or distributed under a trademark owned or controlled by a refiner, or under a contract which has existed continuously since May 15, 1973, and pursuant to which, on May 15, 1973, motor fuel was sold, consigned or distributed under a trademark owned or controlled on such date by a refiner. The unexpired portion of a transferred franchise is also included in the definition of the term.

B. Franchise Relationship

The term "franchise relationship" refers to the respective motor fuel marketing or distribution obligations and responsibilities of a franchisor and a franchisee which result from the marketing of motor fuel under a franchise.

C. Franchisee

A "franchisee" is a retailer or distributor who is authorized or permitted, under a franchise, to use a trademark in connection with the sale, consignment, or distribution of motor fuel.

D. Franchisor

A "franchisor" is a refiner or distributor who authorizes or permits, under a franchise, a retailer or distributor to use a trademark in connection with the sale, consignment, or distribution of motor fuel.

E. Marketing Premises

"Marketing premises" are the premises which, under a franchise, are to be employed by the franchisee in connection with the sale, consignment, or distribution of motor fuel.

F. Leased Marketing Premises

"Leased marketing premises" are marketing premises owned, leased or in any way controlled by a franchisor and which the franchisee is authorized or permitted, under the franchise, to employ in connection with the sale, consignment, or distribution of motor fuel.

G. Fail to Renew and Nonrenewal

The terms "fail to renew" and "nonrenewal" refer to a failure to reinstate, continue, or extend a franchise relationship (1) at the conclusion of the term, or on the expiration date, stated in the relevant franchise, (2) at any time, in the case of the relevant franchise which does not state a term of duration or an expiration date, or (3) following a termination (on or after June 19, 1978) of the relevant franchise which was entered into prior to June 19, 1978 and has not been renewed after such date.

II. Legal Remedies Available to Franchisee

The following is a more detailed description of the remedies available to the franchisee if a franchise is terminated or not renewed in a way that fails to comply with the Act.

A. Franchisee's Right to Sue

A franchisee may bring a civil action in United States District Court against a franchisor who does not comply with the requirements of the Act. The action must be brought within one year after the date of termination or nonrenewal or the date the franchisor fails to comply with the requirements of the law, whichever is later.

B. Equitable Relief

Courts are authorized to grant whatever equitable relief is necessary to remedy the effects of a violation of the law's requirements. Courts are directed to grant a preliminary injunction if the franchisee shows that there are sufficiently serious questions, going to the merits of the case, to make them a fair ground for litigation, and if, on balance, the hardship which the franchisee would suffer if the preliminary injunction is not granted will be greater than the hardship which the franchisor would suffer if such relief is granted.

Courts are not required to order continuation or renewal of the franchise relationship if the action was brought after the expiration of the period during which the franchisee was on notice concerning the franchisor's intention to terminate or not renew the franchise agreement.

C. Burden of Proof

In an action under the Act, the franchisee has the burden of proving that the franchise was terminated or not renewed. The franchisor has the burden of proving, as an affirmative defense, that the termination or nonrenewal was permitted under the Act and, if applicable, that the franchisor complied with certain other requirements relating to terminations and nonrenewals based on condemnation or destruction of the marketing premises.

D. Damages

A franchisee who prevails in an action under the Act is entitled to actual damages and reasonable attorney and expert witness fees. If the action was based upon conduct of the franchisor which was in willful disregard of the Act's requirements or the franchisee's rights under the Act, exemplary (punitive) damages may be awarded where appropriate. The court, and not the jury, will decide whether to award exemplary damages and, if so, in what amount.

On the other hand, if the court finds that the franchisee's action is frivolous, it may order the franchisee to pay reasonable attorney and expert witness fees.

E. Franchisor's Defense to Permanent Injunctive Relief

Courts may not order a continuation or renewal of a franchise relationship if the franchisor shows that the basis of the non-renewal of the franchise relationship was a determination made in good faith and in the normal course of business:

- (1) To convert the leased marketing premises to a use other than the sale or distribution of motor fuel;
- (2) To materially alter, add to, or replace such premises;
- (3) To sell such premises;
- (4) To withdraw from marketing activities in the geographic area in which such premises are located; or
- (5) That the renewal of the franchise relationship is likely to be uneconomical to the franchisor despite any reasonable changes or additions to the franchise provisions which may be acceptable to the franchisee.

In making this defense, the franchisor also must show that he has complied with the notice provisions of the Act.

This defense to permanent injunctive relief, however, does not affect the franchisee's right to recover actual damages and reasonable attorney and expert witness fees if the nonrenewal is otherwise prohibited under the Act.

Issued in Washington, D.C. on June 12, 1996.

Form BJC-(R)-PMPA (10-2001)

Peter

[Signature]

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2007 PMPA AMENDMENT

15 U.S.C. § 2807. Prohibition on restriction of installation of renewable fuel pumps.

(a) Definition

In this section:

(1) Renewable fuel

The term "renewable fuel" means any fuel—

(A) at least 85 percent of the volume of which consists of ethanol; or

(B) any mixture of biodiesel and diesel or renewable diesel (as defined in regulations adopted pursuant to section 7545(o) of Title 42 (40 CFR, part 80)), determined without regard to any use of kerosene and containing at least 20 percent biodiesel or renewable diesel.

(2) Franchise-related document

The term "franchise-related document" means—

(A) a franchise under this Chapter; and

(B) any other contract or document of a franchisor relating to terms or conditions of the sale of fuel by a franchisee.

(b) Prohibitions

(1) In general

No franchise-related document entered into or renewed on or after December 19, 2007, shall contain any provision allowing a franchisor to restrict the franchisee or any affiliate of the franchisee from—

(A) installing on the marketing premises of the franchisee a renewable fuel pump or tank, except that the franchisee's franchisor may restrict the installation of a tank on leased marketing premises of such franchisor;

(B) converting an existing tank or pump on the marketing premises of the franchisee for renewable fuel use, so long as such tank or pump and the piping connecting them are either warranted by the manufacturer or certified by a recognized standards setting organization to be suitable for use with such renewable fuel;

(C) advertising (including through the use of signage) the sale of any renewable fuel;

(D) selling renewable fuel in any specified area on the marketing premises of the franchisee (including any area in which a name or logo of a franchisor or any other entity appears);

(E) purchasing renewable fuel from sources other than the franchisor if the franchisor does not offer its own renewable fuel for sale by the franchisee;

(F) listing renewable fuel availability or prices, including on service station signs, fuel dispensers, or light poles; or

(G) allowing for payment of renewable fuel with a credit card,

so long as such activities described in subparagraphs (A) through (G) do not constitute mislabeling, misbranding, willful adulteration, or other trademark violations by the franchisee.

(2) Effect of provision

Nothing in this section shall be construed to preclude a franchisor from requiring the franchisee to obtain reasonable indemnification and insurance policies.

(c) Exception to 3-grade requirement

No franchise-related document that requires that 3 grades of gasoline be sold by the applicable franchisee shall prevent the franchisee from selling a renewable fuel in lieu of 1, and only 1, grade of gasoline.

Perfel

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GUARANTY

FOR VALUE RECEIVED, and in consideration of credit that may now or hereafter be extended to **Saheli 9500 Corp.**, and/or **Sandip Patel**, located at **9500 W. Grand Ave., Franklin Park, IL** (hereinafter collectively designated as the "Customer"), by **WORLD FUEL SERVICES, INC. d/b/a TEXOR PETROLEUM**. (hereinafter called "TEXOR"), the undersigned (jointly and severally if there be more than one guarantor) hereby guarantee(s) the full and prompt payment and/or performance to TEXOR at maturity and at all times thereafter of any and all indebtedness, obligations and liabilities of every kind and nature of the Customer to TEXOR, howsoever evidenced, now existing or hereafter created or arising, direct or indirect, absolute or contingent, or joint or several, and howsoever held or acquired, (hereinafter collectively called "the indebtedness"); and the undersigned further agree(s) to pay all expenses, legal and/or otherwise (including court costs and attorneys' fees) paid or incurred by TEXOR in endeavoring to collect the indebtedness, or any part thereof, and in enforcing this guaranty. For purposes of this guaranty, Customer shall include any entity owned by or affiliated with **Saheli 9500 Corp.**, and/or **Sandip Patel**, or which owns or leases the real property or operates a business at **9500 W. Grand Ave., Franklin Park, IL** (the "Location"), or any person or entity that subsequently purchases or leases the property or business located at the Location from the Customer.

In case of dissolution, liquidation or insolvency (howsoever evidenced) of, or in the institution of bankruptcy or receivership proceedings against or by, the Customer, all of the indebtedness then existing shall, at the option of TEXOR and without notice to anyone, immediately become due and payable from the undersigned (or any thereof if there be more than one guarantor).

All payments received from the Customer, or on account of the indebtedness from whatsoever source, shall be taken and applied as payment in gross, and this guaranty shall apply to and secure any ultimate balance that shall remain owing to TEXOR. TEXOR shall have the exclusive right to determine how, when and what application of payments and credits, if any, shall be made on the indebtedness.

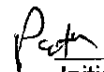
This guaranty shall be a continuing, absolute and unconditional guaranty, and shall remain in full force and effect until written notice of its discontinuance shall be actually received by TEXOR and until any and all of the indebtedness existing before receipt of such notice shall be fully paid. The death, dissolution or withdrawal of any one or more of the undersigned (if there be more than one guarantor) shall not terminate this guaranty until notice thereof shall have been actually received by TEXOR and until all of the indebtedness existing before receipt of such notice shall have been fully paid; and any such notice or event shall in no way limit or terminate the continuing obligations and liabilities of the survivor or survivors of the undersigned. Further, this guaranty shall apply to all obligations or indebtedness owed to TEXOR by third parties resulting from agreements entered into by Customer with such third parties (including but not limited to leases, subleases, assignments, or consignments).

The liability hereunder shall in no way be affected or impaired by (and TEXOR is hereby expressly authorized to make from time to time, without any notice to anyone) any sale, pledge, surrender, compromise, release, renewal, extension, modification or other disposition of or with respect to any of said indebtedness or any security or collateral therefore; and such liability shall be in no way affected or impaired by any acceptance by TEXOR of any security for, or other guarantors of, any of the indebtedness, or by any forbearance or indulgence by TEXOR in the collection of, or any failure, neglect or omission on its part to realize upon thereof, or upon collateral or security thereof, or to enforce any lien upon or right of appropriation of any moneys, credits or property of the Customer in the possession of TEXOR or by any application of payments or credits on the indebtedness.

In order to hold the undersigned (or any thereof if there be more than one guarantor) liable hereunder and to enforce this guaranty, there shall be no obligation on the part of TEXOR at any time to resort for payment to the Customer, or to any other guarantor, or to any collateral, security, liens, or other rights or remedies of TEXOR in respect to the indebtedness or any thereof.

All diligence in collection, and all presentment for payment, demand, protest and/or notice, as to any and everyone, of dishonor, default or non-payment, and notice of the creation and existence of any and all of the indebtedness, and of any security therefor, and of the acceptance of this guaranty, are hereby expressly waived.

The payment by the undersigned of any amount pursuant to this guaranty shall not in anywise entitle the undersigned to any right, title or interest (whether by way of subrogation or otherwise) in or to any of the


Initial Initial

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indebtedness, or any proceeds thereof, or any security therefore; unless and until the full amount owing to TEXOR on the indebtedness has been fully paid.

Except to the extent covered by applicable federal law, this guaranty shall be construed according to the laws of the State of Illinois.

This guaranty, and each and every part hereof, shall be binding upon the undersigned (jointly and severally if there be more than one guarantor) and upon the heirs, legal representatives, successors and assigns of the undersigned, and shall inure to the benefit of TEXOR, its successors and assigns.

Name: Sandip Patel

Signature: *Sandip Patel*

Date: 3/26/12

Address: 1721 Whispering ct
Addison, IL, 60101

Home Telephone: 201-403-8077

Fax: _____

Social Security #: Ⓢ 138-06-3093

Property of Cook County Clerk's Office

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PROMISSORY NOTE

\$150,000.00

March 18, 2013
Riverside, Illinois

For value received, the undersigned, Saheli 9500 Corp., and Sandip Patel, (collectively, "Borrowers"), hereby promise to pay to the order of WORLD FUEL SERVICES, INC. d/b/a TEXOR PETROLEUM ("Lender"), the principal sum of One Hundred and Fifty Thousand Dollars (\$150,000.00), in accordance with the terms set forth below. Borrowers' obligations under this Note shall be joint and several.

Borrowers shall make payments toward the loan through a \$.0200 per gallon surcharge on fuel purchased under the Retail Dealer Petroleum Purchase Agreement between Lender and Borrower, dated March 18, 2013, covering the purchase and sale of petroleum products at 9500 W. Grand Ave., Franklin Park, IL (the "Supply Agreement"). Additionally, all rebates earned under the Rebate Agreement made a part of the Supply Agreement shall be applied towards payment of the loan.

Borrower shall pay the principal amount, together with the interest on the outstanding principal balance thereof from the date hereof until paid in full at the rate of 6% in accordance with the attached repayment/loan amortization schedule. If in any month the total surcharges applied toward the loan are less than the monthly payment required per the amortization schedule, such shortfall shall be paid by Borrowers to Lender within ten (10) days after Lender invoices Borrowers. If in any month the total surcharges applied toward the loan are more than the monthly payment required per the amortization schedule, such excess shall be applied to the loan balance. In addition, all rebates earned under the Rebate Agreement shall be applied to the outstanding loan balance until such time as the loan is paid in full. In any event, Borrowers shall repay all amounts due and owing under this Note within 60 months of receiving the loan proceeds from Lender.

In the event of any Borrowers' default, the entire unpaid loan balance shall become immediately due and payable. Delinquent payments shall bear interest at the rate of 15% per annum or the highest rate permitted by law.

Lender shall have the right at any time after five days following demand for payment hereunder to set off and apply any or all sums due and owing from Lender to Borrowers against the unpaid balance of principal and any interest then owed by Borrowers to Lender hereunder.

Borrowers agree to pay all costs and expenses of collection incurred by the holder of this Note, in or out of court, and including, court related costs and expenses and reasonable attorney's fees and disbursements (and including costs, fees and disbursements incurred on appeal of any litigation). No extension of time for payment of this Note, and no alteration, amendment or waiver of any provision of this Note between the holder of this Note and any person or party shall release, discharge, modify, change or affect the liability of the Borrowers under this Note.

Borrowers acknowledge that this Note represents repayment obligations for funds paid directly to Borrowers and funds paid on Borrowers' behalf to third parties.

Lender and Borrower may have agreements related to other loans or retail gas station locations that are owned in whole or in part or otherwise participated in anyway by Borrower. Any default under any such other agreement shall be considered a default under this Agreement.

No delay by the holder in enforcing any covenant or right under this Note shall be deemed a waiver of any covenant or right and no waiver by the holder of any particular provision of this Note shall be deemed a waiver of any other provision or a continuing waiver of the particular provision, and except as so expressly waived, all provisions of this Note shall continue in full force and effect. This note may be prepaid at any time without premium or penalty. Borrowers hereby waive presentment, protest, dishonor and notice of any thereof. This note shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Illinois.

Borrower: Saheli 9500 Corp.

Saheli 9500 Corp.

By: Sandip Patel, PresidentDate: 3/26/13

Borrower: Sandip Patel

Sandip Patel

Social Security #: 138-06-3093Date: 3/26/13

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PROMISSORY NOTE

\$150,000.00

March 18, 2013
Riverside, Illinois

Property of Cook County Clerk's Office

Loan Variable	Calculated Variable
Purchase Price 150,000.00	Down Payment \$ 150,000.00
Percent Down 0%	Yearly Payments 21
Interest Rate 6.00%	Total Monthly Gallons: JD
Years 3.00	Total Loan Gallons: 6,900,000
	Monthly Payment \$ [2,899.92]
	Optional Payment

DO NOT INPUT ANY INFORMATION IN THIS TAB

Total Upcharge per Gallon for Loan: \$0.0252

Loan Results	
Total Interest \$ 23,995.21	Number of Payments 60
Total Principal \$ 150,000.00	
Total of Payments \$173,995.21	First Payment Due 4/30/2013

Payment Schedule			
Date	Payment	Interest	Principal
3/30/2013			150,000.00
4/30/2013	(2,899.92)	750.00	147,850.08
5/30/2013	(2,899.92)	739.25	145,689.41
6/30/2013	(2,899.92)	728.45	143,517.94
7/30/2013	(2,899.92)	717.59	141,335.81
8/30/2013	(2,899.92)	706.68	139,142.36
9/30/2013	(2,899.92)	695.71	136,938.18
10/30/2013	(2,899.92)	684.68	134,722.93
11/30/2013	(2,899.92)	673.61	132,496.62
12/30/2013	(2,899.92)	662.48	130,259.16
1/30/2014	(2,899.92)	651.30	128,010.56
2/28/2014	(2,899.92)	640.05	125,750.69
3/28/2014	(2,899.92)	628.75	123,479.52
4/28/2014	(2,899.92)	617.40	121,197.00
5/28/2014	(2,899.92)	605.99	118,903.07
6/28/2014	(2,899.92)	594.52	116,597.86
7/28/2014	(2,899.92)	582.99	114,280.73
8/28/2014	(2,899.92)	571.40	111,952.21
9/28/2014	(2,899.92)	559.76	109,612.05
10/28/2014	(2,899.92)	548.06	107,260.19
11/28/2014	(2,899.92)	536.30	104,896.68
12/28/2014	(2,899.92)	524.48	102,521.14
1/28/2015	(2,899.92)	512.61	100,133.82
2/28/2015	(2,899.92)	500.67	97,734.57
3/28/2015	(2,899.92)	488.67	95,323.32
4/28/2015	(2,899.92)	476.62	92,900.02
5/28/2015	(2,899.92)	464.50	90,464.60
6/28/2015	(2,899.92)	452.32	88,017.00
7/28/2015	(2,899.92)	440.09	85,557.17
8/28/2015	(2,899.92)	427.79	83,085.03
9/28/2015	(2,899.92)	415.43	80,600.54
10/28/2015	(2,899.92)	403.00	78,103.62
11/28/2015	(2,899.92)	390.52	75,594.22
12/28/2015	(2,899.92)	377.97	73,072.27
1/28/2016	(2,899.92)	365.36	70,537.71
2/28/2016	(2,899.92)	352.69	67,990.48
3/28/2016	(2,899.92)	339.95	65,430.51
4/28/2016	(2,899.92)	327.15	62,857.74
5/28/2016	(2,899.92)	314.29	60,272.11
6/28/2016	(2,899.92)	301.36	57,673.55
7/28/2016	(2,899.92)	288.37	55,062.00
8/28/2016	(2,899.92)	275.33	52,437.39
9/28/2016	(2,899.92)	262.24	49,799.88
10/28/2016	(2,899.92)	249.09	47,148.74
11/28/2016	(2,899.92)	235.89	44,484.56
12/28/2016	(2,899.92)	222.62	41,807.09
1/28/2017	(2,899.92)	209.29	39,116.18
2/28/2017	(2,899.92)	195.88	36,411.64
3/28/2017	(2,899.92)	182.08	33,693.98
4/28/2017	(2,899.92)	168.47	30,962.53
5/28/2017	(2,899.92)	154.81	28,217.42
6/28/2017	(2,899.92)	141.09	25,458.09
7/28/2017	(2,899.92)	127.29	22,685.96
8/28/2017	(2,899.92)	113.43	19,899.77
9/28/2017	(2,899.92)	99.50	17,099.04
10/28/2017	(2,899.92)	85.50	14,284.62
11/28/2017	(2,899.92)	71.42	11,458.12
12/28/2017	(2,899.92)	57.25	8,613.48
1/28/2018	(2,899.92)	43.07	5,756.63
2/28/2018	(2,899.92)	28.78	2,885.49
3/28/2018	(2,899.92)	14.43	-
4/28/2018	-	-	-
5/28/2018	-	-	-
6/28/2018	-	-	-
7/28/2018	-	-	-
8/28/2018	-	-	-
9/28/2018	-	-	-
10/28/2018	-	-	-
11/28/2018	-	-	-
12/28/2018	-	-	-
1/28/2019	-	-	-
2/28/2019	-	-	-
3/28/2019	-	-	-
4/28/2019	-	-	-
5/28/2019	-	-	-
6/28/2019	-	-	-
7/28/2019	-	-	-
8/28/2019	-	-	-
9/28/2019	-	-	-
10/28/2019	-	-	-
11/28/2019	-	-	-
12/28/2019	-	-	-
1/28/2020	-	-	-
2/28/2020	-	-	-
3/28/2020	-	-	-
4/28/2020	-	-	-
5/28/2020	-	-	-
6/28/2020	-	-	-
7/28/2020	-	-	-
8/28/2020	-	-	-
9/28/2020	-	-	-
10/28/2020	-	-	-
11/28/2020	-	-	-
12/28/2020	-	-	-
1/28/2021	-	-	-
2/28/2021	-	-	-
3/28/2021	-	-	-
4/28/2021	-	-	-
5/28/2021	-	-	-
6/28/2021	-	-	-
7/28/2021	-	-	-
8/28/2021	-	-	-
9/28/2021	-	-	-
10/28/2021	-	-	-
11/28/2021	-	-	-
12/28/2021	-	-	-
1/28/2022	-	-	-
2/28/2022	-	-	-
3/28/2022	-	-	-
4/28/2022	-	-	-
5/28/2022	-	-	-
6/28/2022	-	-	-
7/28/2022	-	-	-
8/28/2022	-	-	-
9/28/2022	-	-	-
10/28/2022	-	-	-
11/28/2022	-	-	-
12/28/2022	-	-	-
1/28/2023	-	-	-
2/28/2023	-	-	-
3/28/2023	-	-	-

Payment Schedule - Years 11-20			
Date	Payment	Interest	Principal
4/28/2023	-	-	-
5/28/2023	-	-	-
6/28/2023	-	-	-
7/28/2023	-	-	-
8/28/2023	-	-	-
9/28/2023	-	-	-
10/28/2023	-	-	-
11/28/2023	-	-	-
12/28/2023	-	-	-
1/28/2024	-	-	-
2/28/2024	-	-	-
3/28/2024	-	-	-
4/28/2024	-	-	-
5/28/2024	-	-	-
6/28/2024	-	-	-
7/28/2024	-	-	-
8/28/2024	-	-	-
9/28/2024	-	-	-
10/28/2024	-	-	-
11/28/2024	-	-	-
12/28/2024	-	-	-
1/28/2025	-	-	-
2/28/2025	-	-	-
3/28/2025	-	-	-
4/28/2025	-	-	-
5/28/2025	-	-	-
6/28/2025	-	-	-
7/28/2025	-	-	-
8/28/2025	-	-	-
9/28/2025	-	-	-
10/28/2025	-	-	-
11/28/2025	-	-	-
12/28/2025	-	-	-
1/28/2026	-	-	-
2/28/2026	-	-	-
3/28/2026	-	-	-
4/28/2026	-	-	-
5/28/2026	-	-	-
6/28/2026	-	-	-
7/28/2026	-	-	-
8/28/2026	-	-	-
9/28/2026	-	-	-
10/28/2026	-	-	-
11/28/2026	-	-	-
12/28/2026	-	-	-
1/28/2027	-	-	-
2/28/2027	-	-	-
3/28/2027	-	-	-
4/28/2027	-	-	-
5/28/2027	-	-	-
6/28/2027	-	-	-
7/28/2027	-	-	-
8/28/2027	-	-	-
9/28/2027	-	-	-
10/28/2027	-	-	-
11/28/2027	-	-	-
12/28/2027	-	-	-
1/28/2028	-	-	-
2/28/2028	-	-	-
3/28/2028	-	-	-
4/28/2028	-	-	-
5/28/2028	-	-	-
6/28/2028	-	-	-
7/28/2028	-	-	-
8/28/2028	-	-	-
9/28/2028	-	-	-
10/28/2028	-	-	-
11/28/2028	-	-	-
12/28/2028	-	-	-
1/28/2029	-	-	-
2/28/2029	-	-	-
3/28/2029	-	-	-
4/28/2029	-	-	-
5/28/2029	-	-	-
6/28/2029	-	-	-
7/28/2029	-	-	-
8/28/2029	-	-	-
9/28/2029	-	-	-
10/28/2029	-	-	-
11/28/2029	-	-	-
12/28/2029	-	-	-
1/28/2030	-	-	-
2/28/2030	-	-	-
3/28/2030	-	-	-
4/28/2030	-	-	-
5/28/2030	-	-	-
6/28/2030	-	-	-
7/28/2030	-	-	-
8/28/2030	-	-	-
9/28/2030	-	-	-
10/28/2030	-	-	-
11/28/2030	-	-	-
12/28/2030	-	-	-
1/28/2031	-	-	-
2/28/2031	-	-	-
3/28/2031	-	-	-
4/28/2031	-	-	-
5/28/2031	-	-	-
6/28/2031	-	-	-
7/28/2031	-	-	-
8/28/2031	-	-	-
9/28/2031	-	-	-
10/28/2031	-	-	-
11/28/2031	-	-	-
12/28/2031	-	-	-
1/28/2032	-	-	-
2/28/2032	-	-	-
3/28/2032	-	-	-
4/28/2032	-	-	-
5/28/2032	-	-	-
6/28/2032	-	-	-
7/28/2032	-	-	-
8/28/2032	-	-	-
9/28/2032	-	-	-
10/28/2032	-	-	-
11/28/2032	-	-	-
12/28/2032	-	-	-
1/28/2033	-	-	-
2/28/2033	-	-	-
3/28/2033	-	-	-

Totals \$ (173,995.21) \$ 23,995.21

UNOFFICIAL COPY**BOND****BOND #: 1470749**

KNOW ALL MEN BY THESE PRESENTS: That we SAHELI 9500 CORP., 9500 W. GRAND,
FRANKLIN PARK, IL

(Full Name (top line) and Address (bottom line) of Principal)

(Hereinafter called the Principal) as Principal, and GREAT AMERICAN INSURANCE COMPANY, with principal offices at 301 E. 4TH ST CINCINNATI, OH 45202 (hereinafter called the Surety) as Surety, are held and firmly bound unto the Texor Division of World Fuel Services, Inc., 3340 S. Harlem Avenue, Riverside, IL 60546 (hereinafter called the Obligee) in the penal sum of THIRTY THOUSAND AND 00/100Dollars \$30,000 For the payment of which well and truly to made, we do hereby find ourselves, our heirs, executors, administrators, successors an assigns, jointly and severally firmly by these presents. WHEREAS, the Principal has entered into an Agreement date MARCH 18, 2013

with the Texor Division of World Fuel Services, Inc. for a term beginning on 05/09/2013 and ending on Until Canceled(*strike out if license or permit is for an indefinite term)

NOW, THEREFORE, if the Principal shall indemnify the Obligee against any loss directly arising by reason of failure of said Principal to comply with the agreement, or any lawful rules or regulations pertaining thereto, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, AND UPON THE FOLLOWING EXPRESS CONDITIONS:

1. Principal shall pay all sums due in compliance with agreement.
2. The liability of the surety shall in no event exceed the penalty of the bond.
3. The Surety shall have the right to terminate its liability by notifying the Obligee in writing thirty (30) days in advance of its intention to do so.

SIGNED, SEALED AND DATED: MAY 7, 2013

SAHELI 9500 CORP

By: _____
Principal
GREAT AMERICAN INSURANCE COMPANY

By: 
NICK BRADY, ATTORNEY-IN-FACT

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GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4th STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than one

No 1470749

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
Nick Brady	2424 W Missouri Ave Phoenix, AZ 85015-2205	\$30000---

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereto affixed this 29th day of June, 2009.



Atty L C. B.
Assistant Secretary

David C. Kitchen
Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 29th day of June, 2009, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is the Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHEIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-10

Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

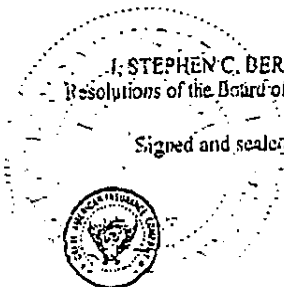
RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 7th day of May, 2013.



Atty L C. B.
Assistant Secretary

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BUSINESS RISK DEPOSIT AMENDMENT TO RETAIL DEALER PETROLEUM PURCHASE AGREEMENT

This Business Risk Deposit Amendment to Retail Dealer Petroleum Purchase Agreement (the "BDR Amendment") is made and entered on March 19, 2013, by and between Saheli 9500 Corp., and Sandip Patel (together, "Dealer"), and World Fuel Services, Inc. d/b/a Texor Petroleum ("Supplier"). For purposes of this Amendment, Supplier and Dealer shall collectively be referred to as the "Parties."

WHEREAS, Parties are parties to that certain Retail Dealer Petroleum Purchase Agreement dated March 18, 2013, related to the supply of petroleum products to a facility located at 9500 W. Grand Ave., Franklin Park, IL (the "Supply Agreement").

WHEREAS, the Parties agree that Dealer will begin paying a per-gallon surcharge in order to establish a security/business risk deposit with Supplier.

WHEREAS, the Parties now desire to amend the Supply Agreement to memorialize funding and the terms relating to the BDR as follows:

1. Supplier will add a surcharge of \$0.53 per gallon of Product delivered pursuant to the Supply Agreement. Each such surcharge will be collected and retained by Supplier until such time as \$55,000.00 has been collected and held by Supplier. The surcharged and retained amounts described herein shall be referred to as the "BRD."
2. Supplier may apply part or all of the BRD against any and all delinquent amounts due and owing Supplier by Dealer, at any time, upon notice to Dealer.
3. Should Supplier apply all or a portion of the BRD as described in Paragraph 2, above, Supplier shall automatically continue or reinstate the surcharge described in Paragraph 1, above, until such time as the BRD retained by Supplier is \$55,000.00.
4. Supplier shall be entitled to hold and apply the BRD as described herein until the date that is 180 days following the termination or expiration of the Supply Agreement, at which time any unapplied portion of the BRD will be returned to Dealer.
5. Dealer grants to Supplier a security interest in all Product purchased from Supplier under the Supply Agreement and in the BDR, along with an unrestricted right to set-off and apply the BRD against all amounts due and owing Supplier by Dealer. Dealer agrees that Supplier may commingle the BRD with other Supplier funds.

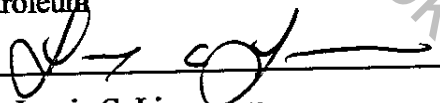
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- 6. Except where in conflict herein, in which case this BDR Amendment shall control, all terms and conditions of the Supply Agreement shall remain in full force and effect.
- 7. If the monthly total surcharges applied toward the BDR are less than \$0, such shortfall shall be paid by Dealer to Supplier within ten (10) days after Supplier invoices Dealer (unless the remaining unpaid principal balance of the BDR is less than \$0, in which case such unpaid principal balance shall be used for purpose of calculating short fall).

IN WITNESS WHEREOF, the Parties have caused this BDR Amendment to be executed the day and year first above written.

SUPPLIER:

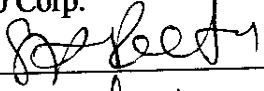
World Fuel Services, Inc. d/b/a Texor
Petroleum


By: Lewis C. Livermore

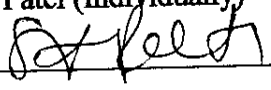
Its: Manager, Business Development

DEALER:

Saheli 9500 Corp.

By: 
Its: President

Sandip Patel (Individually)



Date 3/26/13

Property of Cook County Clerk's Office