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KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 01/07/2021 10:08 AM PG: 1 OF 9

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Property of Cook County Clerk's Office

ASSIGNOR: BINOY POOTHERAIL
812 N. ROSELLE ROAD
HOFFMAN ESTATES, IL 62194
ASSIGNEE: BUCHANAN ENERGY
7315 MERCY ROAD
OMAHA, NE 68124

Return to: Buchanan Energy
7315 Mercy Road
Omaha, NE 68124
Attn: Joan Young

INCENTIVE REPAYMENT AGREEMENT

This Incentive Repayment Agreement (the "Agreement") dated June 10, 2020, between BUCHANAN ENERGY (S), LLC, with offices at 7315 Mercy Road, Omaha, Nebraska, 68124 (the "Jobber") and BINOY POOTHERAIL, an individual, with offices at 810 No. Roselle Road, Hoffman Estates, Illinois 62194-1850 (the "Dealer") provides as follows:

WHEREAS, Jobber and Dealer entered into a Dealer Supply Agreement dated December 1, 2017 (the "Supply Agreement") and renewed effective December 1, 2020, the terms of which provide that Jobber agrees to deliver and sell to Dealer branded gasoline supplied by Exxon Mobil Corporation (the "Supplier") and effective, and Dealer agrees to accept and receive from and pay Jobber for, branded gasoline for resale to the public from the property located at 810 No. Roselle Road, Hoffman Estates, Illinois 62194-1850 (the "Location"); and

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WHEREAS, Dealer desires that the Location be improved and comply with the Supplier's brand image, and

WHEREAS, Dealer has read and understands the terms and conditions of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which Jobber and Dealer hereby acknowledge, the parties agree as follows:

1. Jobber and Dealer agree as follows:

(a) Dealer shall cause the Location to be improved and comply with current Supplier's brand image (the "Improvements"). Upon Dealer's completion, and Jobber's approval of the Improvements, Jobber shall reimburse Dealer up to \$100,000.00. Such reimbursement shall be made as Improvements are completed and approved by Jobber. If on December 1, 2020 the Improvements are complete and the costs of the Improvements are less than \$100,000, then Jobber shall pay to Dealer the difference between the costs of Improvements subtracted from the \$100,000. Dealer additionally agrees to upgrade the gasoline dispensers to be EMV compliant by April 1, 2021. Improvement Costs are \$100,000. Jobber shall also pay semi-annually to Dealer Three and one-quarter Cents (\$.0325) cents per gallon of Supplier branded gasoline purchased by Dealer from Jobber to be resold at the Location from December 1, 2020 to November 30, 2030 (the "Gallon Rebate"). The Gallon Rebate will only be paid on gallons purchased if Dealer purchases 300,000 gallons in the prior six months. If Dealer does not purchase 300,000 gallons in the prior

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six-month period, then no Gallon Rebate will be paid. Improvement Costs together with the Gallon Rebate shall be the Incentive Funds received by dealer

(b) Dealer agrees to comply with, and cause the Location to comply with, all requirements and standards contained in this Agreement and the Supply Agreement. Dealer further agrees to meet or exceed the visual and operational standards established by Supplier from time to time, including but not limited to, placing a full gasoline product slate at all fueling positions, consistent and accurate use of all image elements and point of purchase programs, air and water availability, public restroom availability, and participate in approved Mystery Shopper.

(c) Jobber, its agents and employees, shall not be liable for any loss, damage, injuries, or any casualty of whatsoever kind or by whomever caused, to be person or property of anyone (including Dealer) on or off the premises of the Location, arising out of or resulting in any action or inaction of a contractor of Dealer.

2. (a) Notwithstanding anything to the contrary contained herein, in the event (i) the Dealer discontinues purchasing gasoline for the Location under the Supply Agreement; or (ii) Dealer begins selling gasoline at the Location under trade names or trademarks or brand names other than Supplier's; or (iii) Dealer fails to comply with Supplier's image standards or any other standards of appearance at the Location, which standards

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Supplier may from time to time require and modify; or (iv) Dealer fails to comply with any provisions of this Agreement or the Supply Agreement (any such event is an “Acceleration Event”), and all Incentive Funds expended, either directly or indirectly, shall become immediately due and payable to Jobber (the “Repayment Amount”) pursuant to the following schedule:

A. Dealer shall reimburse, via electronic funds transfer (“EFT”) the fraction of the Incentive Funds as follows:

| | |
|------|-------------------------------|
| 100% | reimbursement during year 1-5 |
| 80% | reimbursement during year 6 |
| 65% | reimbursement during year 7 |
| 50% | reimbursement during year 8 |
| 30% | reimbursement during year 9 |
| 15% | reimbursement during year 10 |

(b) The stated rate of interest of the Incentive Funds is zero percent (0%) per annum, provided that, if the Incentive Funds required to be reimbursed by Dealer to Jobber are not paid in full within thirty (30) days after an Acceleration Event, then the remaining Incentive Funds shall earn interest at the rate of nine percent (9%) per annum or the maximum rate allowed by law, whichever is less. Dealer agrees to allow Jobber to draft their

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account for any funds owed to Jobber from participation in this Agreement.

(c) The unamortized portion of the Incentive Funds constitutes a lien against the land; and, the lien and the unamortized funds shall run with the land of the Location as legally described in Exhibit A.

3. Jobber's failure to exercise its rights pursuant to paragraph two (2) of this Agreement immediately on the occurrence of any Acceleration Event entitling it to do so shall not constitute a waiver of its rights to exercise this option at any time before the outstanding balance is paid.
4. Dealer shall permit Jobber and Supplier to inspect sales records for the Location and shall allow an independent auditor to review monthly sales figures to validate actual motor fuel products sold at the Location. Dealer further agrees to permit inspections of the Location by Jobber and Supplier, including meter readings by said auditors.
5. If the Agreement is ever placed for collection or if suit is initiated to enforce payment, Dealer agrees to pay Jobber's costs of collection, including attorneys' fees incurred by Jobber, but only if and to the extent permitted by law.
6. Dealer's interest in this Agreement shall not be transferred or assigned by Dealer in whole or in part, directly or indirectly, without the prior written consent of Jobber.

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7. Jobber reserves the right to modify or cancel the Incentive Repayment Agreement at any time.
8. This writing is intended by the parties to be a final, complete and exclusive statement of their agreement about the matters covered herein. THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES AFFECTING IT. No amendments or alterations to this Agreement shall have any effect unless made in writing and signed by an authorized representative of Jobber and Dealer.

(Signatures on following pages.)

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DEALER:

BINOY POOTHERAL, an individual

Bino Pootheral

By: _____

Name: Bino Pootheral

Title: owner

FEIN: _____

STATE OF IL)
) SS.
COUNTY OF Cook)

I, Maria Orozco Marquez, a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that Bino Pootheral personally known to me to be the individual of N/A, a(n) N/A, and personally known to me to be the same person whose names is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such dealer (he/she) signed and delivered such instrument pursuant to authority given by the owner of such entity, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and official seal this 4th day of September, 2020.

Maria Orozco Marquez
Notary Public



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My Commission Expires: MAY 11, 2024

JOBBER:

BUCHANAN ENERGY (S) LLC a Delaware Limited Liability Company

By: [Signature]

Name: Steve Buchanan

Title: President

STATE OF NEBRASKA)
) SS.
COUNTY OF DOUGLAS)

I, STEPHEN KALHORN a Notary Public in and for the County and State aforesaid, DO HEREBY CERTIFY that STEVEN BUCHANAN personally known to me to be the PRESIDENT of BUCHANAN ENERGY (S), a(n) DELAWARE LIMITED LIABILITY COMPANY, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such PRESIDENT he/she signed and delivered such instrument pursuant to authority given by the MEMBER of such entity, as his/her free and voluntary act and deed, and as the free and voluntary act and deed of such entity, for the uses and purposes therein set forth.

Given under my hand and official seal this 16th day of SEPTEMBER, 2020.

[Signature]
Notary Public



My Commission Expires: JUNE 9 2023

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P.I.N. 07-15-102-010-0000

EXHIBIT A

Lot 5 in Schwab-Kvavli Addition to Hoffman Estates, being a Subdivision in part of the Northwest $\frac{1}{4}$ of Section 15, Township 41 North, Range 10, East of the Third Principal Meridian, in Cook County, Illinois; excepting therefrom that part of said Lot 5 described below conveyed by Deed dated April 6, 1981, recorded July 13, 1981 as Document Number 25934589 conveyed to the County of Cook, Department of Highways as follows:

Beginning at the Southeast corner of said Lot 5, thence Southwesterly along the Southerly line of said Lot 5 a distance of 10.00 feet to a point, thence Northeasterly 15.76 feet to a point which is 10.00 feet Northerly of the Southeast corner of said Lot 5, measured along the Easterly line of said Lot 5, thence Southerly 10.00 feet along said Easterly line of said Lot 5 to the point of beginning, in Cook County, Illinois.