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Memorandum of Motor Fuel Sales
Petroleum Supply Agreement

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

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



Doc# 2231916007 Fee \$68.00

RHSP FEE:\$9.00 RPRF FEE: \$1.00

KAREN A. YARBROUGH

COOK COUNTY CLERK

DATE: 11/15/2022 11:35 AM PG: 1 OF 7

MEMORANDUM OF MOTOR FUEL SALES PETROLEUM SUPPLY AGREEMENT

See attached Legal Description

Property Address: 11900 S. Marshfield, Calumet Park, IL 60425

Permanent Index Number: 25-30-204-001-0000; 25-30-204-002-0000; 25-30-204-003-0000
25-30-204-004-0000; 25-30-204-005-0000; 25-30-204-006-0000; 25-30-204-020-0000
25-30-204-021-0000; 25-30-204-022-0000; 25-30-204-023-0000; 25-30-204-024-0000
25-30-204-041-0000; 25-30-204-042-0000; 25-30-204-043-0000; 25-30-204-044-0000;
25-30-204-045-0000; 25-30-204-046-0000;

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Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

LOTS 1 TO 40, BOTH INCLUSIVE, IN BLOCK 2 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3, AND 6 IN KRUEGER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SUBDIVISION RECORDED MARCH 5, 1875 AS DOCUMENT NUMBER 16626; TOGETHER WITH LOTS 1 TO 6, INCLUSIVE, IN MILLER'S RESUBDIVISION OF LOTS 41 TO 44, INCLUSIVE, THE WEST 1/2 OF BLOCK 2 IN BUTTERFIELD'S SUBDIVISION OF LOTS 1, 2, 3 AND 6 IN KRUEGER'S SUBDIVISION OF THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 37 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLATT THEREOF RECORDED MAY 17, 1888 AS DOCUMENT NUMBER 958597; TOGETHER WITH ALL OF THE VACATED ALLEY LYING BETWEEN 119TH AND 120TH STREETS BETWEEN PAULINA AND MARSHFIELD AVENUES, WHICH ADJOIN THE ABOVE DESCRIBED LOTS; EXCEPT THAT PART DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 1 IN SAID BUTTERFIELD'S SUBDIVISION; THENCE SOUTH 01 DEGREES 22 MINUTES 12 SECONDS EAST ALONG AN ASSUMED BEARING, BEING THE EAST LINE OF SAID LOT 1, A DISTANCE OF 4.52 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 26 SECONDS WEST, 213.66 FEET TO THE SOUTH LINE OF SAID 119TH STREET; THENCE NORTH 88 DEGREES 33 MINUTES 45 SECONDS EAST ALONG THE LAST DESCRIBED LINE, 213.62 FEET TO POINT OF BEGINNING; ALL IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 11900 S. MARSHFIELD AVE, CALUMET PARK, IL 60425

PIN: 25-30-204-001-0000; 25-30-204-002-0000; 25-30-204-003-0000; 25-30-204-004-0000;
 25-30-204-005-0000; 25-30-204-006-0000; 25-30-204-020-0000; 25-30-204-021-0000;
 25-30-204-022-0000; 25-30-204-023-0000; 25-30-204-024-0000; 25-30-204-041-0000;
 25-30-204-042-0000; 25-30-204-043-0000; 25-30-204-044-0000; 25-30-204-045-0000;
 25-30-204-046-0000

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MOTOR FUEL SALES PETROLEUM SUPPLY AGREEMENT AMENDMENT

, Between

GAS DEPOT OIL COMPANY

8930 N. WAUKEGAN RD, SUITE 230, MORTON GROVE, IL 60053

and

11900 MARSHFIELD STATION INC & MUBARIK IBRAHIM & 11900 MARSHFIELD LLC

11900 S. MARSHFIELD AVE, CALUMET PARK, IL 60425

This is an AMENDMENT to the existing Motor Fuel Sales Petroleum Supply Agreement dated January 20, 2016. This AMENDMENT is made and entered into this December 4th, 2018 by and between Gas Depot Inc (Gas Depot Oil Company) and 11900 MARSHFIELD STATION INC & 11900 MARSHFIELD LLC & MUBARIK IBRAHIM ("Dealer"). This AMENDMENT AGREEMENT will extend the Supply Agreement term by an additional 4 years. Under this 4 year extension to the existing SUPPLY AGREEMENT, Dealer shall receive the following:

- Gas Depot will provide the Dealer with \$250,000 interest free loan to complete upgrades to his gas station located at 11900 S. Marshfield Ave, Calumet Park, IL 60425.

GAS DEPOT OIL COMPANY

By:
Name:

11900 MARSHFIELD STATION INC (DEALER)

By:

Mubarak Ibrahim - Dealer

By:

Mubarak Ibrahim - Individually

By:

Mubarak Ibrahim - 11900 Marshfield LLC

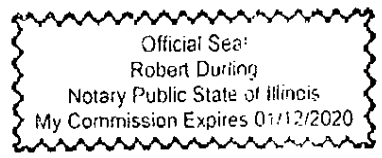
STATE OF ILLINOIS

COUNTY OF Cook

SEAL

I, the undersigned, a Notary Public in and for County of Cook and State of Illinois, do hereby certify that Mubarak Ibrahim, is personally known to me to be the same person whose name is subscribed to the foregoing instrument

Notary Public



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ASSIGNMENT AND ASSUMPTION OF MOTOR FUEL SALES PETROLEUM SUPPLY AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF MOTOR FUEL SALES PETROLEUM SUPPLY AGREEMENT (the "Assignment"), made and entered into as of the 15th day of January 2022 by and between 11900 MARSHFIELD STATION INC & 11900 MARSHFIELD LLC & MUBARIK IBRAHIM ("Assignor") and CALUMET FUEL INC & NASR ALI ("Assignee").

RECITALS

A. WHEREAS, Assignor has entered into certain MOTOR FUEL SALES PETROLEUM SUPPLY AGREEMENTS (hereinafter the "Supply Agreements") dated January 20th, 2016 and ASSIGNMENT AND ASSUMPTION OF MOTOR FUEL SALES PETROLEUM SUPPLY AGREEMENT dated January 1st, 2017 and MOTOR FUEL SALES PETROLBUM SUPPLY AGREEMENT AMENDMENT dated December 4th, 2018 and attached hereto as Exhibit A pursuant to which Assignor agreed to purchase CITGO branded motor fuel products from Ga Depot, Inc. (hereinafter the "Supplier") for retail sale by Assignor at the following location commonly known as:

11900 S MARSHFIELD AVE, CALUMET PARK, IL 60827

Hereinafter the foregoing shall be referred to collectively as "the Locations".

- B. WHEREAS, Assignor desires to assign all of its right, title and interest in and to these Supply Agreements to Assignee, and Assignee desires to accept such assignment and assume the obligations of Assignor under the terms of the Supply Agreements and subject to the conditions hereinafter set forth;
- C. WHEREAS, this Assignment is being completed pursuant to and as a condition of the terms of that certain Purchase Agreements entered into by and between the Assignee and Assignor, date January 20th, 2016, January 1st, 2017 and December 4th, 2018 (the "Supply Agreement Amendment") and attached hereto as Exhibit B pursuant to the terms of which Assignor agree to sell to Assignee and Assignee agrees to purchase from Assignor the Locations.

NOW, therefore, in consideration of the mutual covenants and conditions hereinafter set forth and the above recitals which are by this reference incorporated herein, the sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto agree as follows:

2. Upon consummation of the Closing of the purchase of the Locations, Assignor, hereby grants, conveys, sells, assigns, transfers, sets over and delivers unto Assignee, its successors and assigns all of Assignor's rights, title and interest in and to the Supply Agreements (a) to have and to hold the same unto Assignee for the residue of the unexpired term stated in the Supply Agreements and (b) subject to the performance and observance of the covenants, conditions and stipulations set forth in the Supply Agreements.

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2. Assignee hereby assumes all the obligations of Assignor first arising or accruing on or after the date hereof under the Supply Agreements, and shall make all payments and keep and perform all conditions and covenants of the Supply Agreements in the same manner as if Assignee were an original party thereto.

3. Assignee hereby indemnifies and holds Assignor, its beneficiaries, successors and assigns, harmless from and against any and all (i) liabilities and obligations of the Assignor as Dealer under the Supply Agreement and all obligations of Assignor under any other agreements reflecting or relating to the motor fuel supply to the Locations, and (ii) any liability, loss, cost, damage and expense including but not limited to reasonable attorneys' and experts' fees and costs) incurred or sustained by Assignor resulting from Assignee's performance under the terms of the Supply Agreement.

4. In connection with the Supply Agreement(s), Assignor represents and warrants to Assignee as follows:

4.1 Assignor is the Dealer under the Supply Agreement(s) and has full power and lawful right to grant, convey, sell, assign, transfer, set over and deliver to Assignee all of its rights, title and interest in and to the Supply Agreement(s) subject to Supplier's consent as provided in the Supply Agreement;

4.2 Assignor has not heretofore transferred, sold, conveyed, assigned, set over or otherwise disposed of its interest in and to the Supply Agreement(s) to any other parties;

4.3 to Assignor's knowledge, there are no uncured defaults on the part of Assignor as Dealer under the Supply Agreement; and

4.4 The Supply agreement is in full force and effect and there have been no amendments, modifications or other agreements relating to the Supply Agreement(s).

5. Supplier hereby represents and warrants to Assignor and Assignee that as of the date hereof:

5.1 Supplier is a licensed Motor Fuel Distributor in the state of Illinois and an authorized distributor of CITGO petroleum products and has the full power and authority to execute this Assignment;

5.2 There are no uncured defaults on the part of Assignor under the terms and conditions of the Supply Agreement;

5.5 except for Supplier there are no consents of third parties required to execute this Assignment and Supplier hereby consents to the terms of this Assignment.

6. NOTWITHSTANDING anything herein contained to the contrary, the parties' obligations pursuant to this Assignment are expressly contingent upon the contemporaneous closing of the sale of the Locations pursuant to the terms of the Purchase Agreement. If the sale contemplated by the Purchase Agreement shall fail to close, for any reason, this Agreement shall become NULL & VOID and the Parties shall have no further obligation to one another.

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7. This Assignment shall be binding upon and inure to the benefit of the parties, hereto, their heirs, executors, administrators, successors in interest and assigns.

8. This Assignment, including the documents referred herein, constitutes the entire agreement between the parties and supersedes any prior understandings, agreements, or representation or between the parties, written or oral, to the extent they related in any way to this Assignment.

9. This Assignment shall be governed by and construed in accordance with the internal laws of the State of Illinois, without application of the principles of conflict of laws. Notwithstanding where negotiations took place, where the Assignment or any other document is signed, each of the parties submits to the jurisdiction of any state or federal court sitting in the City of Chicago, County of Cook and the State of Illinois in any action or proceeding arising out of or relating to this Assignment. Each of the parties waives any defense of an inconvenient forum to the maintenance of any action or proceeding brought and waives any bond, surety, or other security that might be required of any other party with respect thereto.

10. No amendment of any provision of this Assignment shall be valid unless the same shall be in writing and signed by all of the parties hereto. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

11. Any term or provision of this Assignment that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the invalid or unenforceable term or provision in any other situation or in any other jurisdiction.

12. The parties hereto hereby ratify and confirm the existence and enforceability of the terms of the Supply Agreement. Assignor's consent to this assignment shall operate to relieve Assignor from any covenant, liability or obligation imposed upon the Dealer under the terms of the Supply Agreement. Assignor shall be released from the performance of Dealer's covenants and obligations under the Supply Agreement.

13. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original instrument and all of which together shall constitute a single agreement. This Assignment may also be signed and transmitted by facsimile or signed and transmitted via electronic mail using portable electronic format ("PDF"), which shall be deemed to be delivered upon confirmation and shall constitute an original instrument.

14. Whenever required by the context, the singular shall include the plural, the plural shall include the singular, and the masculine gender shall include the neuter and the feminine genders and vice versa.

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15. Should any conflict arise between the Supply Agreement and this Assignment, the terms of this Assignment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be executed as of the day and year first written above.

ASSIGNOR:
11900 MARSHFIELD INC
MUBARAK IBRAHIM

By: [Signature]
Name: Mubarak Ibrahim
Title: Manager

ASSIGNEE: FUEL
CALUMET PARK INC
NASR ALI

By: [Signature]
Name: Nasr Ali
Title: President

Supplier:
Gas Depot, Inc.

By: [Signature]
Name: George N
Title: President

Property of Cook County Clerk's Office

STATE OF _____
COUNTY OF _____

AFFIDAVIT

SEAL

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

Notary Public

Given under my hand and official seal, this ____ day of _____ 20____.