

RECORDER'S STAMP

RETAIL DEALER GASOLINE PURCHASE AGREEMENT

This Agreement ("Agreement") made this 16th day of ~~March~~ ^{APRIL}, 1998, between GRAHAM ENTERPRISE, INC., hereinafter called "Supplier", and IRA KOSOVA, and ZBJ INC., an Illinois corporation, hereinafter collectively referred to as "Dealer".

WITNESSETH:

1. **Product and Quantity.** Supplier agrees to sell and deliver to Dealer such quantities of Supplier's gasoline, petroleum and petroleum products Dealer may require for resale to the motoring public at Dealer's place of business located at: 5 West Palatine Road, Palatine, IL 60067 and legally described at attached Exhibit A and Dealer agrees to buy from Supplier all gasoline, petroleum and petroleum products which may be required in connection with the operation of said business during the duration of this Agreement, to the degree Supplier shall be able to provide therefor. To the extent and only to the extent Supplier shall be unable to fulfill Dealer's needs of gasoline, petroleum, and petroleum products, Dealer may purchase his needs or requirements from other sources without liability or obligations to Supplier.

2. **Signs.** Supplier, at its expense, shall initially erect signs on the property, as Supplier sees fit, of normal and reasonable size, for the purpose of advertising the brand of gasoline being sold. Supplier shall, at its expense, change signs if it changes its source of supply for the gasoline being sold by Dealer. The signs are the property of the Supplier, but Dealer is entitled to the reasonable use of them during the duration of this Agreement. Dealer will be responsible for any fees and costs imposed by any taxing body for the signs located on the hereinabove premises.

Handwritten signature and date: 5/29/98

01/06/98 11:00 AM

3. **Term.** This Agreement shall be for the term of FIVE (5) years commencing April 16th 1998, and ending (automatically and without notice) on April 30, 2003, subject, however, to sooner termination (a) by either party in the event of any breach hereof by the other party, or (b) by Supplier at any time subject to then existing governmental regulations upon sixty (60) days written notice to Dealer. That in the event, upon completion of the term provided for hereunder, Dealer shall elect to purchase from any competitor of Supplier, Supplier shall have the right to continue this Agreement on an annual basis so long as Supplier shall be willing to do so under the same terms and conditions as those offered by any competitive supplier with whom Dealer shall elect to enter into a supply agreement.

4. **Grade.** Gasolines shall be Supplier's regular commercial grades generally offered to Supplier's customers for similar use and sale at the time and geographical region (which is Lake, Cook, DuPage, Kane, Will, and McHenry Counties, Illinois) of delivery. Supplier reserves the right to change or discontinue, from time to time, any such brands or grades.

5. **Delivery.** Deliveries of said gasolines shall be made by Supplier on Dealer order in single deliveries of not less than eight thousand five hundred (8,500) gallons, Supplier shall be required to make deliveries within 48 hours following receipt of the Dealer's written order, but not make such deliveries outside of normal business hours, or on Sundays or Holidays.

6. **Price.** Dealer shall pay Supplier for each delivery of gasoline hereunder, at Supplier applicable Dealer purchase price in effect at the time and for the geographical region of delivery for the particular grade, quantity and type of delivery involved. The prices to be paid by Dealer to Supplier shall not exceed the prices (exclusive of delivery charges) charged by Supplier to similar dealers in the geographical region doing business with Supplier plus additional delivery charge to Dealer's place of business, if any.

7. **Taxes.** The amount of any tax, excise, levy 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 the gasoline delivered hereunder, or measured by the proceeds of such distribution or sale shall, unless it is specified, or unless such tax or taxes is or are included in the prices stated by Supplier, be added thereto and be paid upon demand by Dealer to Supplier. Dealer is responsible for payment of any and all other taxes, fees, excises, charges, levies and licenses.

8. **Payment.** The purchase price of gasolines delivered hereunder shall be paid in lawful money of the United States of America without discount at time of delivery, or upon such other terms as Supplier may from time to time require. If Dealer shall fail to make any payment when due, Supplier may suspend deliveries hereunder until such payment has been made. Nothing herein contained shall limit Supplier's remedies in the event of a breach.

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9. **Resale Provisions.** Dealer agrees to resell all gasolines herein provided only under Supplier's brands or Supplier authorized brands, trade marks and names on the pumps and other facilities through which said gasolines are dispensed. Such signs and pumps are governed by the provisions of paragraph two (2) of this Agreement. Dealer agrees not to mix substitute or adulterate said gasoline with any other said gasolines or material as long as Supplier does not violate any provisions of this Agreement, and is ready, willing and able to promptly fulfill and supply Dealer's order for needs.

10. **Credit Cards.** Dealer further agrees to comply with all credit card requirements of the major oil company whose brand is being advertised at the hereinabove described premises. All fees, discounts and/or charges, including charge-backs associated with the use of the credit card(s), will be at the sole expense of the Dealer.

11. **Liabilities.** The obligation of the parties to deliver and receive gasolines hereunder shall be suspended and excused, (a) if Supplier is prevented from or delayed in producing, manufacturing, transporting or delivering in its normal manner any gasoline hereunder or the materials from which such gasoline is manufactured because of acts of God, earthquake, fire, flood, or the elements, malicious mischief, riots, strikes, lockouts, boycotts, picketing, labor disputes or disturbances, compliance with any directive, order or regulation of any governmental authority; or (b) loss or shortage of any gasoline due to reasons beyond Supplier's reasonable control; or (c) loss or shortage of any part of Supplier's own customary transportation or delivery facilities due to reasons beyond Supplier's reasonable control; or (d) for any reason beyond Supplier's or Dealer's reasonable control. Whenever such causes, in Suppliers judgment, require restriction of deliveries, Supplier reserves the right in its discretion to restrict deliveries to Dealer, whether or not delivery to others is so restricted.

12. **Notice.** Any payments, requests or notices required or permitted to be given hereunder to Dealer shall be deemed properly given and served when deposited, postage pre-paid, Registered or Certified, in the United States mail addressed to Dealer at his place of business specified above or, in lieu of such mailing, any such demands, requests or notices may be personally served upon Dealer. Any notices hereunder required or permitted to be given to Supplier shall be deemed properly given when deposited, postage prepaid, Registered or Certified, in the United States mail addressed to Supplier at 446 N. Morris Street, P.O. Box 777, Mundelein, IL 60060-0777.

13. **Time.** 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.

14. **Cancellation.** In the event of cancellation of this Agreement for any cause, Supplier shall have the right to remove from the Dealer's premises, any and all materials, equipment or fixtures loaned to or supplied to Dealer by Supplier, which have not been paid for by Dealer. Further, Dealer shall immediately: (1) cease all use of anything

which would give the impression that Dealer has any affiliation whatsoever with the Supplier, (ii) pay the 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. 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 nonrenewed 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, both at law and in equity including, without limitation, requests for specific performance and injunctive relief, otherwise available to Supplier.

15. **Government Actions.** 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.

16. **Damages.** The parties agree the measure of damages suffered by Supplier, shall be a sum, determined monthly while Dealer fails or refuses to purchase such petroleum products, and Supplier is ready, willing and able to supply such petroleum products, is a sum equal to the excess of the price paid by the Dealer per gallon above the cost of such products to Supplier as delivered to the hereinabove described premises, multiplied by the number of gallons of gasoline sold by Dealer not supplied by Supplier. In the event of breach of any terms or conditions of this Agreement, Supplier shall be entitled to reasonable attorney's fees in the enforcement of this Agreement. Supplier shall also be entitled to pursue any and all remedies at both law and equity, including without limitation, specific performance and injunctive relief.

17. **Indemnity.** Dealer agrees that it will save, hold harmless and indemnify Supplier and the refiner, whose logo or signage is being used in connection with the sale of petroleum products, from and against all liability or loss, excluding acts of gross negligence of Supplier, including any costs of litigation or attorney's fees, which either the Supplier or the refiner may sustain as a result of claims, demands, costs or judgments, arising from the operation of the Dealer's place of business, or claimed to be arising from the operation of the Dealer's place of business, or from any action or inaction taken by any person at said station, or from the condition or claim of condition of said Dealer's place of business during the term of this Agreement. Dealer shall name Supplier as an additionally insured on all insurance policies in amounts and under conditions reasonably acceptable to Supplier.

18. **Assignment.** This Agreement shall not be assigned by Dealer or by operation of law without Supplier's prior written consent, which shall not be unreasonably withheld, but otherwise shall be binding upon and shall insure to the benefit to the parties, their heirs, their representatives, successors and assigns and shall run as a covenant, condition and restriction with the land binding all the heirs, representatives, agents, successors and assigns of Dealer.

19. **First Refusal.** In the event that at any time during the term of this Agreement, Dealer shall receive a bona fide offer from a third party ("Offer") to purchase the Real Estate, Dealer shall immediately inform Supplier of said Offer and provide Supplier with a certified copy of the Offer. Supplier shall then have thirty (30) days from the date of receipt of a certified copy of the Offer to give the Dealer written notice that it intends to meet the terms and conditions of the Offer and enter into the purchase contract for the Real Estate upon the same terms and conditions as set forth in the Offer. If Supplier does not give notice to Dealer of intent to purchase within the thirty (30) day period, or if Supplier declares in writing to Dealer that it has no intent in meeting the terms and conditions of the Offer, Dealer is free to deal with the terms and conditions of the Offer as it sees fit. In the event Supplier fails to exercise this right of first refusal, Supplier shall cooperate with Dealer in clearing Dealer's title. If Dealer fails to close the sale or transfer within the time provided in the Offer, the interest shall again be subject to all of the conditions set forth in this Paragraph.

20. **Commingling.** Dealer agrees to purchase 100% of its gasoline for said location during any calendar month from Supplier; should Dealer cancel this Agreement prior to the expiration of this Agreement or should Dealer not comply with the gasoline purchase requirements, GRAHAM ENTERPRISE, INC. at its option, in addition to all other remedies at law and equity, can remove all brand identification and credit card machine(s), Dealer will reimburse Supplier on a pro-rated basis for their reasonable expense in painting the exterior of the aforementioned location, identifying pumps and installation and removal of the sign(s).

21. **State Tax Affidavit.** Dealer agrees to sign a sales tax affidavit attached hereto and made a part hereof.

22. **Entire Agreement.** This Agreement cancels and supersedes, as of the commencement date hereof, all prior contracts between the parties covering the sale and delivery of gasoline at the place of business specified above. This Agreement covers all the terms agreed upon by the parties hereto. This Agreement may not be modified or changed in any way unless the same is in writing and signed by the parties hereto. No alleged or contended waiver of any of the provisions of this Agreement shall be valid or effective unless in a writing signed by the party against whom it is sought to be enforced.

23. **Cooperation.** Dealer agrees to cooperate and execute all additional documentation necessary in Supplier's reasonable discretion, to effectuate the terms of this Agreement.

24. **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, venturers, 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.

25. **Governing Law.** It is the intent of the parties hereto that all questions with respect to the construction of this Agreement and the rights and the liabilities of the parties hereto shall be determined in accordance with the laws of the State of Illinois. The proper, sole and agreed upon venue for any action shall be Cook County, Illinois.

COOK COUNTY CLERK'S OFFICE

26. **Waiver.** No failure by Supplier to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Agreement to be kept, observed or performed by Dealer and no failure by Supplier to exercise any right or remedy consequent upon a breach of any such term, covenant, agreement, provision, condition or limitation of this Agreement, shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition or limitation.

27. **Binding Effect.** This Agreement and all of the terms and provisions herein contained shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns and shall run as a covenant, condition and restriction with the land binding all the heirs, representatives, agents, successors, transferees and assigns of Dealer.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in LINCOLNSHIRE, ILLINOIS, this 16th day of April, 1998.

MUNDELEIN

(23) @ Mundelein office.

DEALER:

ZBJ, INC., an Illinois corporation

By:

IRA KOSOVA

WITNESS:

[Signature]
Mareia A. Zelnicki

SUPPLIERS:

GRAHAM ENTERPRISE, INC.

By:

[Signature]
John C. Graham, President or
Patrick T. Graham, Treasurer

WITNESS:

[Signature]
Mareia A. Zelnicki

PREPARED BY AND AFTER RECORDING RETURN TO:

JOHN GRAHAM
GRAHAM ENTERPRISE, INC.
446 North Morris Street
P O Box 777
Mundelein, IL 60060-0777

EXHIBIT A

LOTS 1 AND 2 IN BLOCK 'A' IN PALATINE, A SUBDIVISION BY ALEXANDER S. PRATT OF PART OF THE NORTHEAST ¼ OF SECTION 22, TOWNSHIP 42 NORTH, RANGE 10, EAST OF THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE MAP RECORDED IN BOOK 125 OF MAPS PAGE 61, IN COOK COUNTY, ILLINOIS.

Permanent Index No.: 02-22-205-008-0000

Commonly known as: 5 West Palatine Road, Palatine, Illinois.

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