

LLA City of Aurora, Illinois Liquor License Application



Incomplete applications will not be accepted.
Completed applications may be submitted to: City Clerk's Office, 44 E. Downer Pl.

Date Application Received _____ License Year: 2016

New License: Change in Ownership/Corporation: Change in License Class:

APPLICANT INFORMATION

A. Corporation name: <u>OM N K S, Incorporated</u>		Class Applying For: <u>G-1</u>	
B. Business name: <u>7-Eleven # 32334C</u>			
C. Type of Business: Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Non-Profit <input type="checkbox"/>			
C. Previous business name (if dba changed): <u>N/A</u>			
D. Business address (city, state, zip code): <u>2130 W. Galena Blvd., Aurora IL 60506</u>			
E. Business telephone: <u>(630)844-1711</u>	F. Business website:	G. Business Email:	H. IL Tax ID Number <u>4213-1480</u>
I. Owner or Manager contact name for license: <u>Pinak Patel</u>			
J. Business telephone: <u>(630)844-1711</u>		K. Email address:	

BUSINESS ESTABLISHMENT LOCATION INFORMATION

A. Address applying for liquor license (exact street address): <u>2130 W. Galena Blvd.</u>		B. Zip code <u>60506</u>	C. # Parking Spaces <u>12</u>	
D. Total Building s.f. <u>3074</u>	E. Entertainment Area <u>N/A</u>	F. Kitchen (Square Footage) <u>N/A</u>	G. Total Number of Seats <u>Ø</u>	H. Seating Area s.f. <u>Ø</u>
I. Number of bar seats <u>N/A</u>	J. Retail/public Area s.f. <u>2,465</u>	K. Cooler s.f. <u>333</u>	L. Dry Storage s.f. <u>109</u>	M. Sale Counter s.f. <u>278</u>

OFFICIAL USE ONLY

Approved Denied Date Approved/Denied: _____

Date Issued: _____

Mayor, Liquor Control Commissioner

~~3994~~ 31002
Item 16-614

Application Checklist

(Check items to confirm attached to application)	Applicant	Office Use Only
Application Fee (\$250.00)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Completed Liquor License Application (LLA) including: Financial Disclosure Form (FDF), Business Information Sheet (BIS) and Probationary Agreement/Management Plan (PA).	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Personal Information Form(s) (PIF) (one for each owner (5%+), officer and on-site manager.)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Certificate of Registration (Food & Beverage Tax— register with City of Aurora Revenue and Collections for liquor sales and payment of required bond) <i>Submitted to Finance Dept.</i>	<input type="checkbox"/>	<input type="checkbox"/>
Certificate of Occupancy (issued by City of Aurora Building and Permits) <i>N/A</i>	<input type="checkbox"/>	<input type="checkbox"/> <i>N/A</i>
Copy of the Articles of Incorporation	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Certificate of Good Standing from Illinois Secretary of State <i>Corporation less than 1 year old</i> <i>N/A</i>	<input type="checkbox"/>	<input type="checkbox"/> <i>N/A</i>
Floor Plan of Establishment (drawn to scale including all spaces including outdoor seating. Must include the layout of the establishment with tables, chairs, aisles, displays, cash register, bar, and lounge area with percentages and square footage of each space. Class O include all configurations.)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of Lease/Proof of Ownership	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proof of current Dram Shop Insurance Policy (Liquor Liability Insurance)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of State Certified Beverage Alcohol Sellers/Servers Training Certificate (BASSET) (servers and managers dated within past three years)	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Organization chart/ listing with Names, Title, Address and percentage of stock of Corporation officers and directors	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of State Liquor License (if applicable) <i>N/A</i>	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Menu (Class A, Class B, Class E, Class E-1, Class F, Class L) <i>N/A</i>	<input type="checkbox"/>	<input type="checkbox"/>
Copy of Health Department Certificate (for licensees who prepare and serve food for consumption on premises) <i>In process with County</i>	<input type="checkbox"/>	<input type="checkbox"/>
Current list of names, dates of birth and home addresses of all members (Class B) <i>N/A</i>	<input type="checkbox"/>	<input type="checkbox"/>
Other: <i>Franchise Agreement</i>	<input type="checkbox"/>	<input type="checkbox"/>

Corporation / Premises Questions

1.	Is the corporation a subsidiary of a parent corporation? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If, Yes state the parent corporation's name.
2.	Is the corporation obligated to pay a percentage of profits to a parent corporation or any person or entity not listed as a shareholder above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, explain. <u>7-Eleven, Inc. receives a percentage of the profits</u>
3.	How long has the corporation been in the business of the retail sale of alcohol (years/months)? <u>New license</u>
4.	Do you have or intend to have a management contract with another entity or person, who is not a bona fide employee, to manage the licensed business for you? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, state the name and address of the manager or management company. A management company affidavit must accompany this application.
5.	If this is a new license application, what kind of business was previously conducted in the space in which you intend to operate your business? <u>Current 7-Eleven with change in operator/adding B/w Sales</u>
6.	State the estimated value of goods, wares and merchandise to be used in the course of business. <u>\$ 50,000.00</u>
7.	Other than when making an initial application for a license, has your corporation or any predecessor to or subsidiary or parent of your corporation ever been subject to charges, hearing, or investigation by any jurisdiction with respect to a liquor license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list each and every charge, the date of the charge, the eventual disposition of the charge, and the municipality or other jurisdiction bringing the charge. If no charges were filed, state the reason(s) for the investigation or hearing.
8.	Does the corporation own the property? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If No, please list the start and end date of the current lease. Start: _____ to End: _____ Name and full address of property owner: Name: _____ Address: _____ Contact Information: _____
9.	Is the premises within 100 Feet of a church, grade school, middle school, alternative school or high school, hospital, or home for the indigent? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Corporate Information

Name of Corporation/Partnership: OM N K S, Incorporated		
Corporate Address: 123 S. Greet St. 604B, Chicago IL 60607		
Corporate Ph #: (630) 263-7626	Corporate Email:	FEIN: 81-1928104
Corporate Registered Agent/Contact: Pinak Patel	Contact Ph #: (630) 263-7626	Contact Email:
Date Corporation/Partnership was Organized:		3-15-2016
State Articles of Incorporation/Organization filed:		Illinois
Date Articles of Incorporation/Organization filed with Secretary of State:		3-15-2016
Date Certification of Incorporation/Organization was issued by Secretary of State:		3-15-2016
Has the corporation ever been dissolved either voluntary or involuntary? (If Yes, provide date of reinstatement) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Date of Reinstatement N/A
Are there any amendments to Articles of Incorporation? (if yes, provide date filed) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Date Amendment Filed N/A
What are the total shares of stock created by this Corporation?		
List stockholders/partners with 5% or more in holdings (corporations with a long list, attach copy of list):		
Name, Title		Percentage of Stock
Pinak Patel, President/Secretary		100%
Explain any existing options & names of persons concerned as they pertain to purchase or acquire stock at a future date: N/A		
What is the objective of Corporation? (attached) to operate convenience store		



City of Aurora, Illinois
Business Information Sheet

Type of PRE-Application Liquor License Hotel / Motel License

Business Entity Information

Type of Business Sole Proprietor Partnership LLC Corporation Non-Profit

Legal Name of Business

The exact "legal name" as it appears in the official business formation documentation.

OM N K S, Incorporated

For Sole Proprietors, this is the full name of the business owner as it appears on the Sole proprietor's government-issued photo ID.

"Doing Business As" Name

The exact "Doing Business As" (DBA) Name as it appears in the official business formation documentation.

7-Eleven #32334C

Sole Proprietors of Partnerships conducting business in Illinois under an assumed name (a name other than your own) are required to file for an Assumed Name Certificate with the Kane County Clerk's Office at 217 S.

A State of Illinois File Number is **REQUIRED** for all (Illinois and Non-Illinois based) LPs, LLPs, LLCs, Corporations, and Non-Profit Corporations.

State of Illinois File # 70548054

Assigned by the Illinois Secretary of State at 69 W. Washington St., Suite 1240, 312.793-3380 or www.cyberdriveillinois.com/departments/business_services/

A Federal Employer Identification Number (EIN) is **REQUIRED** for all business entity types except for Sole Proprietorships.

Employer Identification # 81-1928104

An Account ID is **REQUIRED** for ALL business entity types that conduct business in the State of Illinois or with Illinois Customers.

(formerly IBT #) IDOR Account # 4213-1480

Business Activity and Location

Business Activity

List your business activities, including all products and/or services to be offered.

Convenience Store with groceries, Lottery, tobacco sales, Gas

Business Activity

List your business activities, including all products and/or services to be offered.

Square footage used by the business:

3,074

SQ. FT.

Number of employees at this site:

6

Primary Contact Person

First Name Pinak	Middle Name	Last Name Patel
Contact Phone # (630) 263-7626	Fax #	E-Mail Address

PART 3 FINANCING

IDENTIFY THE SOURCE(S) OF THE FUND USED TO PAY FOR THE EXPENSES LISTED IN PART 2

a BUSINESS SAVINGS & CHECKING Identify any funds from business accounts used to fund Expenses, Part 2

Account Number	Financial Institution	Date Opened	Signatories on Account	Current Balance	Drawn for Business
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Total dollar amount drawn from business accounts: **a** → \$ 0.00

Description of Source (identify the sources) of money in the accounts listed above Contribution Frequency Contribution Amount

Description of Source (identify the sources) of money in the accounts listed above	Contribution Frequency	Contribution Amount
		\$
		\$
		\$
		\$

b PERSONAL SAVINGS & CHECKING Identify any funds from personal accounts used to fund Expenses, Part 2

Account Number	Financial Institution	Date Opened	Signatories on Account	Current Balance	Drawn for Business
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Total dollar amount drawn from business accounts: **b** → \$ 0.00

Description of Source (identify the sources) of money in the accounts listed above Contribution Frequency Contribution Amount

Description of Source (identify the sources) of money in the accounts listed above	Contribution Frequency	Contribution Amount
		\$
		\$
		\$
		\$

c LOANS FROM FINANCIAL INSTITUTIONS		Identify any loans from financial institutions used to fund Expenses, Part 2				
Account Number	Financial Institution	Loan Date	Loan Term	Co-signers of Loan	Loan Amount	
		11-25-15	84 months	NO	\$ 227,300.	00
					\$	
					\$	
					\$	
					\$	
Total dollar amount loaned by financial institutions:					\$ 227,300.	00
d LOANS FROM FINANCIAL INSTITUTIONS		Identify any loans from individuals used to fund Expenses, Part 2				
Name of Individual	Loan Date	Source of Funds for Loan	% Investment	Loan Amount		
				\$		
				\$		
				\$		
				\$		
				\$		
Total dollar amount loaned by individuals:				\$	0.00	
e SECURITIES		Identify any securities (stocks, bonds, CODs, etc.) sold to fund Expenses, Part 2				
Name of Security	Buy Date	Sell Date	# of Shares	Price	Ticker	Amount Invested
						\$
						\$
						\$
						\$
						\$
Total dollar amount drawn from the sale of securities:				\$	0.00	
f GIFTS FROM INDIVIDUALS		Identify any gifts from individuals used to fund Expenses, Part 2				
Name of Giver	Date of Gift	Source of Funds or Gift	# Investment	Amount		
				\$		
				\$		
				\$		
				\$		
Total financing from gifts:				\$	0.00	

g GIFTS/GRANTS FROM INSTITUTIONS		Identify any gifts and/or grants from institutions used to fund Expenses, Part 2		
Institution	Address (Street, City State)	Contact Name and Phone	Grant Date	Amount Gifted
				\$
				\$
				\$
				\$
Total money received from institutional gifts and/or grants:			gg →	\$ 0.00

h OTHER FINANCING		Identify any financing (credit cards, etc.) used to fund Expenses, Part 2		
Description of Financing				Amount Financed
				\$
				\$
				\$
				\$
Total money drawn from other financing:			h →	\$ 0.00

= FINANCING TOTALS		Sub-total all funds (sections a-h) used to fund Part 2		
Business Accounts	a →	\$ 0.00	Gifts from Individuals	f → \$ 0.00
Personal Accounts	b →	\$ 0.00	Gifts/Grants from Institutions	gg → \$ 0.00
Loans from Financial Institutions	c →	\$ 227,300.00	Other Financing	h → \$ 0.00
Loans from Individuals	d →	\$ 0.00	TOTAL BUSINESS FINANCING (a-h)*	= → \$ 227,300.00
Securities	e →	\$ 0.00	*Should be equal or greater than total amount of expenses listed in part 2	

PART 4 ACKNOWLEDGEMENT **REVIEW THE FOLLOWING STATEMENT AND SIGN YOUR ACKNOWLEDGEMENT BELOW**

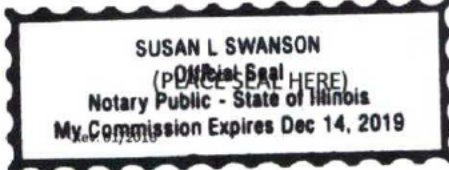
I hereby certify, under penalty of perjury, that I am authorized to execute this form and that all information I have provided on this form is complete, true, and correct. I certify that I understand that all information provided on this Financial Disclosure Form will be corroborated. The City of Aurora reserves the right to request any and all documentation it determines necessary to perform this verification. I and/or my representative will have three business days to meet such requests, and failure to do so may result in a disapproved or suspended license application. I understand and accept that any falsification or purposely holding back of this information is grounds for recalling the license(s) issued.

Signature: _____

Date: 5.16.16

Subscribed to and sworn to before me this 16th day of May, 2016

Notary Public in and for said County and State



PA

City of Aurora

Probationary Agreement / Management Plan

FORM REQUIRED: City of Aurora Liquor Ordinance SEC. 6-5. Application for License.

Upon approval of the application and issuance of any new liquor license, the licensee will be placed on a one-year probation period. During said probationary period, if the licensee violates any section of the liquor ordinance, as specified in a probationary agreement that includes a management plan put forth to the licensee prior to the issuance of a license. A liquor hearing will be called and the license may be revoked immediately, with no progressive discipline required.

Probationary Agreement / Management Plan

Applicant /Corporate Name

OM N K S, Incorporated

d/b/a Name

7-Eleven #32334C

Location Address

2130 W. Galena Blvd, Aurora IL 60506

Planned Days / Hours of Operation

<input checked="" type="checkbox"/>	SUNDAY	24 hours	FROM	12:00	A.M./P.M.	TO	12:00	A.M./P.M.
<input checked="" type="checkbox"/>	MONDAY	7 days a week	FROM	12:00	A.M./P.M.	TO	12:00	A.M./P.M.
<input checked="" type="checkbox"/>	TUESDAY		FROM	12:00	A.M./P.M.	TO	12:00	A.M./P.M.
<input checked="" type="checkbox"/>	WEDNESDAY		FROM	12:00	A.M./P.M.	TO	12:00	A.M./P.M.
<input checked="" type="checkbox"/>	THURSDAY		FROM	12:00	A.M./P.M.	TO	12:00	A.M./P.M.
<input checked="" type="checkbox"/>	FRIDAY		FROM	12:00	A.M./P.M.	TO	12:00	A.M./P.M.
<input checked="" type="checkbox"/>	SATURDAY		FROM	12:00	A.M./P.M.	TO	12:00	A.M./P.M.

Entertainment

Entertainment will be held on the premises. Yes No

If yes, what type(s) of entertainment? (Please list) Bands/Solo DJ Televised Sports


Other
N/A

Please specify the days and times that entertainment is planned.

<input type="checkbox"/>	SUNDAY	FROM		A.M./P.M.	TO		A.M./P.M.
<input type="checkbox"/>	MONDAY	FROM		A.M./P.M.	TO		A.M./P.M.
<input type="checkbox"/>	TUESDAY	FROM		A.M./P.M.	TO		A.M./P.M.
<input type="checkbox"/>	WEDNESDAY	FROM		A.M./P.M.	TO		A.M./P.M.
<input type="checkbox"/>	THURSDAY	FROM		A.M./P.M.	TO		A.M./P.M.
<input type="checkbox"/>	FRIDAY	FROM		A.M./P.M.	TO		A.M./P.M.
<input type="checkbox"/>	SATURDAY	FROM		A.M./P.M.	TO		A.M./P.M.

Affidavit

By signing this Probationary Agreement, the undersigned affirms that he/she understands if the business is found to be in violation of any section of the liquor ordinance within the first year of operation, a Liquor Hearing may be held and the Liquor License issued may be revoked without progressive discipline being instituted.



President / Owner

5.16.16

Date



Secretary / Owner

5.16.16

Date

Receipt

I have received a copy of the Probationary Agreement / Management Plan that has been signed by the President and Secretary / Owner(s) of the business. One copy of the agreement will be placed in the Licensee's file in the City Clerk's Office.



President / Owner

5.16.16

Date



Secretary / Owner

5.16.16

Date

City Clerk's Office

Date

Affidavit

I, authorized agent(s) for the applicant, first being duly sworn, under oath, depose and state that the information contained in the foregoing application is true and correct.

I also understand that any untrue, inconsistent, incorrect or misleading information contained herein shall be cause for the refusal to grant, non-renewal or the revocation of any license granted pursuant to this application.

I further state that I have read and understand all applicable laws, including, without limitation, statutory provisions set forth in the Illinois Liquor Control Act of 1934, 235 ILCX 5/1-1, et. seq. and Chapter 6 of the City of Aurora's Code of Ordinances and fully understand my obligations under said applicable local laws.

I swear and affirm not to violate any of the relevant laws of the United States, the State of Illinois or any of the ordinances of the City of Aurora in the conduct of the place of business described herein. I understand and agree that if I violate any local, state or federal laws regarding alcohol sales, consumption or possession, while I have a City of Aurora Liquor License, said license may be suspended or revoked.

I further authorize the City of Aurora or any of its designated agents to contact any agency or individual named or referred to in this Application for the purpose of verifying and/or clarifying any information I have provided herein.

I further certify that if any of the foregoing information changes during the course of the current license year, including, without limitation, changes to the status of the State liquor license, changes in the corporate stockholder shares or corporate officers, I will notify the City of Aurora, in writing, within seven (7) days of such change.

Corporate/LLC Signatures

Individual/Partnership Signatures

President



Signature

Secretary



Signature

Treasurer


Signature

Signed and sworn to before me this 16th day of

May

, 2016.

Notary Public





CORPORATION FILE DETAIL REPORT

File Number	70548054		
Entity Name	OM N K S, INCORPORATED		
Status	ACTIVE		
Entity Type	CORPORATION	Type of Corp	DOMESTIC BCA
Incorporation Date (Domestic)	03/15/2016	State	ILLINOIS
Agent Name	PINAK PATEL	Agent Change Date	03/15/2016
Agent Street Address	123 S GREET ST 604B	President Name & Address	
Agent City	CHICAGO	Secretary Name & Address	
Agent Zip	60607	Duration Date	PERPETUAL
Annual Report Filing Date	00/00/0000	For Year	

[Return to the Search Screen](#)

[Purchase Certificate of Good Standing](#)

(One Certificate per Transaction)

ORGANIZATIONAL CHART

2130 W. Galena Blvd., Aurora IL 60506

OM N K S, Incorporated

Pinak Patel
President/Secretary
100%

d/b/a
7-Eleven #32334C
2130 W. Galena Blvd, Aurora IL 60506

Verify that all of your Illinois Business Authorization information is correct.

✓ If not, contact us immediately.

✓ If yes, cut along the dotted line (fits a standard 5 x 7" frame). Your authorization must be visibly displayed at the address listed. **Do not discard** - your Illinois Business Authorization is an important tax document that provides you the authorization to legally do business in Illinois.

Scissors icon at top-left corner.

Scissors icon at top-right corner.

Illinois Business Authorization

OM N K S, INCORPORATED
DBA: 7-ELEVEN #32334C
2130 W GALENA BLVD
AURORA IL 60506-3212

Loc. Code: 045-0002-4-001
Aurora (Kane)
Kane County

Expiration Date:
4/15/2021

Certificate of Registration

Sales and use taxes and fees (4213-1480)


Director
DEPARTMENT OF REVENUE
Issued Date: 04/15/2016

Scissors icon at bottom-left corner.

Scissors icon at bottom-right corner.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Southwest, Inc. Dallas TX Office CityPlace Center East 2711 North Haskell Avenue Suite 800 Dallas TX 75204 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED 7-Eleven, Inc. 3200 Hackberry Road Irving TX 75063 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: ACE American Insurance Company	NAIC # 22667
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER: 570062449507** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			G23857510008	10/01/2015	10/01/2016	EACH OCCURRENCE \$500,000 AGGREGATE \$500,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Liquor Liab Cvg			HD0G27398406	01/01/2016	01/01/2017	Occurrence \$500,000 Aggregate \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

32334C / 2130 W Galena Blvd, Aurora, IL 60506 Ref: Liquor License 04/30/2016-04/30/2017
 OM N K S, Incorporated is shown as additional insured under the above policy with respect to their operations corresponding with the Liquor License on this location.

CERTIFICATE HOLDER

CANCELLATION

City of Aurora
 City Clerk's Office
 44 E. Downer Place
 Aurora IL 60505 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Southwest, Inc.

Holder Identifier : CC

Certificate No : 570062449507



OFFICE OF THE SECRETARY OF STATE

JESSE WHITE • Secretary of State

MARCH 15, 2016

7054-805-4

CT CORPORATION SYSTEM
118 W EDWARDS ST STE 200
SPRINGFIELD, IL 62704

RE OM N K S, INCORPORATED

DEAR SIR OR MADAM:

IT HAS BEEN OUR PLEASURE TO APPROVE AND PLACE ON RECORD THE ARTICLES OF INCORPORATION THAT CREATED YOUR CORPORATION. WE EXTEND OUR BEST WISHES FOR SUCCESS IN YOUR NEW VENTURE.

THE CORPORATION MUST FILE AN ANNUAL REPORT AND PAY FRANCHISE TAXES PRIOR TO THE FIRST DAY OF ITS ANNIVERSARY MONTH (MONTH OF INCORPORATION) NEXT YEAR. A PRE-PRINTED ANNUAL REPORT FORM WILL BE SENT TO THE REGISTERED AGENT AT THE ADDRESS SHOWN ON THE RECORDS OF THIS OFFICE APPROXIMATELY 60 DAYS PRIOR TO ITS ANNIVERSARY MONTH.

SECURITIES CANNOT BE ISSUED OR SOLD EXCEPT IN COMPLIANCE WITH THE ILLINOIS SECURITIES LAW OF 1953, 815 ILLINOIS COMPILED STATUTES, 5/1 ET SEQ, FOR FURTHER INFORMATION CONTACT THE OFFICE OF THE SECRETARY OF STATE, SECURITIES DEPARTMENT AT (217) 782-2256 OR (312) 793-3384.

MANY SERVICES ARE NOW AVAILABLE ON-LINE AT WWW.CYBERDRIVEILLINOIS.COM. YOU MAY CHECK THE STATUS OF THIS CORPORATION, PURCHASE A CERTIFICATE OF GOOD STANDING OR FILE AN ANNUAL REPORT WHEN IT IS DUE.

SINCERELY,

Jesse White

JESSE WHITE
SECRETARY OF STATE
DEPARTMENT OF BUSINESS SERVICES
CORPORATION DIVISION
TELEPHONE (217) 782-6961

**Addendum to the Articles of Incorporation
of OM N K S, INCORPORATED**

3. Purpose(s) for which the Corporation is Organized:

Notwithstanding anything herein to the contrary, this corporation is a single purpose corporation, the single purpose being the operation of one or more 7-Eleven stores in accordance with one or more Franchise Agreements.

7. Other Provisions:

- a. A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director; provided, however, this provision does not eliminate or limit the liability of a director for any of the following:
- (i) Any breach of the director's duty of loyalty to the corporation or its shareholders;
 - (ii) Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
 - (iii) A violation of Section 8.65 of the Illinois Business Corporation Act; or
 - (iv) A transaction from which the director derived an improper personal benefit.

Any repeal, amendment or other modification of this Article 7 shall not increase the liability or alleged liability of any director of the corporation then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought or threatened based in whole or in part upon any such state of facts. If the Illinois Business Corporation Act is subsequently amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of directors shall be eliminated or limited to the fullest extent provided by the Illinois Business Corporation Act as so amended.

- b. Notwithstanding anything in these Articles to the contrary and unless otherwise required by state law, the sole shareholder of this Corporation shall be the Franchisee. For purposes of this document, "Franchisee" shall mean and include (a) the original signatory, as franchisee, to the 7-Eleven Store Franchise Agreement(s) (the "Franchise Agreement(s)") intended to be, or having been, assigned to this Corporation; (b) anyone listed as a shareholder of this Corporation who has participated in 7-Eleven, Inc.'s franchise qualification process and has been approved by 7-Eleven, Inc. as a shareholder of this Corporation; and (c) anyone added as a franchisee by amendment to the Franchise Agreement(s); however, "Franchisee(s)" shall exclude anyone who was an original signatory or who was later added as a franchisee but who has subsequently been deleted as a franchisee by amendment to the Franchise Agreement(s). Further, each "Franchisee," during the time such person is a "Franchisee," and only while a "Franchisee," must be a shareholder of this Corporation.
- c. The following restrictive legend must appear clearly and legibly on each stock certificate:

"All shares represented by this Certificate are subject to the restrictions in the 7-Eleven Store Franchise Agreement and no shares of this corporation may be issued, encumbered, assigned, held or transferred except with the prior written consent of 7-Eleven, Inc., a

Texas corporation, and no shares may be held by anyone other than the "Franchisee(s)," as defined in the Articles of Incorporation of this corporation. However, shares may be owned by the fiduciary of the estate of a deceased shareholder pending an approved transfer. These restrictions may not be amended, repealed or revoked except with the prior written consent of 7-Eleven, Inc."

- d. These Articles of Incorporation may not be revised, amended or repealed except with the prior written consent of 7-Eleven, Inc., a Texas corporation.
- e. Both preemptive rights and cumulative voting are prohibited.



7-ELEVEN, INC.

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
October 4, 2012

#7004 1350 0002 6872 9426
Costas and Irini Sizopoulos
600 Balmoral Lane
Inverness, Illinois 60067

#7004 1350 0002 6872 9419
Telemahos Psychogios Trust
1980 Berry Lane
Des Plaines, Illinois 60018

Re: 7-Eleven, Inc. Location No. 32334
2130 Galena Blvd.
Aurora, Illinois

Dear Sir or Madam:

7-Eleven, Inc., formerly known as The Southland Corporation, leases from you premises located at the captioned location. Under the lease agreement dated September 10, 1997, the term expires May 31, 2013. The lease gives the lessee four (4) separate options to renew the lease.

This is to advise that 7-Eleven, Inc. hereby exercises the first of such options and the lease accordingly is renewed for an additional period of five (5) years, beginning June 1, 2013 and ending May 31, 2018, on the same terms and conditions as provided in the lease.

Very truly yours,

A handwritten signature in blue ink that reads "Robin D. Bryant". The signature is written in a cursive style.

Robin D. Bryant
Assistant Secretary

/rb

cc: Marguerite Brindock via e-Mail
Property Accounting
Ad Valorem Tax
Melinda Olive

ers-Galena
7/21/97 1:21:39 PM

SCHEDULE
~~EXHIBIT~~ A-PREMISES

Lot 3 of East Reimers Subdivision according to the Plat thereof recorded March 31, 1994 as document 94K028395 in Kane County, Illinois.

77



THE
SOUTHLAND
CORPORATION

2711 NORTH HASKELL AVENUE / DALLAS, TEXAS 75204 / 214-828-7011

James E. Levine
J.R.L. III Development Corp.
8950 Gross Point Rd., Suite H.
Skokie, Illinois 60077

Re: Acceptance of Premises
7-Eleven Store No. 32334
Street Address: 2130 W. Galena Blvd.
City Aurora
County Kane
State Illinois
Lessor Midwest Trust Service, Inc., not
personally but as T/U/T
Agreement dated 6/23/1997 and
known as Trust No. 97-6-7212

Gentlemen:

Pursuant to the terms of our lease on the captioned property, THE SOUTHLAND CORPORATION, as Lessee, hereby confirms the following dates:

Date of Acceptance of the improvements: February 18, 1998
Date Rental on the Lease is to commence: May 19, 1998 (see Amendment No. 1 attached hereto)
Date Primary Term of the Lease shall commence: June 1, 1998
Date Primary Term of the Lease shall end: May 31, 2013

If these dates are acceptable to you, please sign in the space provided below on the enclosed copy of this letter and return it to:

The Southland Corporation
Corporate Real Estate
2711 North Haskell Avenue
Dallas, Texas 75204

Sincerely yours,

THE SOUTHLAND CORPORATION (Lessee)

By [Signature]
Real Estate Manager, Greater Midwest Division

ACCEPTED this 6th day of
MAY, 19 98

[Signature] (Lessor)
By [Signature]

cc: Property Accounting
Ad. Valorem Tax Dept.

Form 8130009 (RE-29)

§

PROPERTY # 32334

GROUND LEASE

Midwest Trust Services, Inc., not personally,
but as Trustee under Trust Agreement dated July 23,

1. **PARTIES.** This Lease is between 1997 and known as Trust No. 97-6-7212 ("Landlord") and The Southland Corporation, a Texas corporation ("Tenant").

2. **PREMISES.** Landlord grants and leases to Tenant and Tenant takes and leases from Landlord the premises (the "Premises") described in the attached Exhibit A and shown in red on the site plan attached as Exhibit B (the "Site Plan"), both of which have been initiated by the parties and are a part of this Lease, together with all rights and appurtenances thereto belonging or in any wise incident or appertaining thereto. Landlord further grants to Tenant, and its employees, suppliers, contractors, authorized representatives and invitees, the non-exclusive right to use any means of ingress and egress to property adjoining the Premises, insofar as Landlord has the right to grant such use.

363T 3. **CONSTRUCTION.** Tenant agrees at its expense to promptly make application for all permits necessary for the construction on the Premises of the building and other improvements (the "Improvements") in conformity with the Site Plan and Tenant's plans and specifications No. 6047. Such construction shall be at Tenant's sole cost and expense and shall be performed by Tenant in a good and workmanlike manner, free and clear of mechanics' and materialmen's liens. In the event Tenant is unable to obtain all permits and approvals required for such construction and for operation of its business on the Premises within the time period provided for in Article 23 of this Lease, Tenant shall have the option to terminate this Lease. Landlord agrees to cooperate with Tenant in meeting the requirements to obtain such permits. All such Improvements by Tenant shall be come the property of Landlord on the termination or expiration of this Lease.

Landlord does hereby authorize Tenant to enter the Premises at any time after the date of this Lease, for the purposes of performing investigations and surveys and, at the Tenant's discretion, to remove, demolish or otherwise dispose of any existing improvements at Tenant's sole cost and expense, and in consideration of Tenant's undertaking such construction, any and all sums for salvage derived therefrom shall be the property of Tenant.

*See Addendum Article 3.

4. **TERM.** Unless sooner terminated or extended as herein provided, the term of this Lease shall be for (15) years and zero (0) months (the "Term"). ~~The Term shall commence on the first day of the first calendar month following the earlier of: (i) fifteen (15) days after Landlord has received written notice of acceptance of the Premises from Tenant's authorized representative or (ii) the date Tenant opens for business.~~ Landlord and Tenant each agree that upon the other's written request they will execute and deliver an acceptance letter acknowledging the actual commencement date of the Term and Tenant's obligation to commence payment of monthly rental and the expiration date of the Term (excluding any extensions). ~~**or December 1, 1997, (hereinafter the "Commencement Date").~~
June 1, 1998

Landlord grants to Tenant four (4) successive options to extend the Term upon the same terms, covenants and conditions of this Lease, for any period of time up to but not exceeding five (5) years for each option (the "Extended Term"). If Tenant elects to exercise one or more options, Tenant shall notify Landlord at least sixty (60) days prior to the expiration of the Term or the Extended Term in effect at the time of the notice. One Hundred Eighty (180)

*See Addendum Article 4.

5. **RENT.** Tenant agrees to pay Landlord rent in the amount ~~of~~ pursuant to Article 5(A) Dollars (\$), plus applicable taxes, if any, per month for each and every month during the Term and any Extended Term, in advance on or before the fifth day of each month unless abated or diminished as provided herein. Should Tenant accept the Premises or open for business on a day other than the first day of a calendar month, rent shall be apportioned for that month only. Rent may be paid by check and sent by ordinary first class mail to Landlord at the address set forth in Article 31 below. Notwithstanding anything to the contrary, RENT shall start May 19, 1998

*See Addendum Article 5.

6. **USE.** The Premises may be used up to twenty-four (24) hours per day for the retail sale, rental or provision of merchandise and services customarily sold, rented or provided from time to time, at stores operated or franchised by Tenant or at supermarkets or grocery markets of any type and character operated within the supermarket or grocery industry as of the date of this Lease or in the future and including product lines, services and special features or departments included in such grocery markets or supermarkets, including but not limited to groceries, produce, meat, dairy, delicatessen, ready-to-eat, made to order,

*** Subject to Tenant satisfying or waiving the conditions precedent as provided in Article 23 and Tenant's approval of the Easement Agreements referenced in Article 6, the

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and take-out food products for on or off-premise consumption, beer, wine and alcoholic beverages, motor fuels and petroleum products, financial and ticketing services (including automatic teller machines), amusement games, greeting cards, automotive products, donuts and other types of pastry products, cigarettes, magazines, lottery, pay telephones and related equipment, and sundries or any other lawful purpose.

*See Addendum Article 6.

7. UTILITIES. Tenant agrees to pay all charges for gas, electricity, telephone, sewer, water and any other utilities used by Tenant on the Premises. Tenant will be responsible for assuring that all billing statements for all utilities will be mailed directly to Tenant for payment. In the event Landlord receives utility billing statements, Landlord shall immediately forward same to Tenant for payment.

*See Addendum Article 7.

8. TAXES. Tenant agrees to pay all taxes levied upon its personal property, including trade fixtures and inventory, located on the Premises. Tenant shall reimburse Landlord for all taxes and assessments levied against the Premises during the Term and the Extended Term after presentation to Tenant by Landlord of tax statements and receipts evidencing payment thereof from the taxing jurisdiction(s) in which the Premises are located. If an assessment that is payable in periodic installments is levied on the Premises, Tenant shall (i) pay only those installments that are attributable to the Term, and (ii) be responsible to reimburse Landlord only for those periodic installments which would have been owed had Landlord elected the maximum time period permitted for payout of the installments. Tenant shall not be responsible for any assessments that are pending, levied, assessed, imposed or due on the Premises prior to the commencement of the Term. Taxes for the first and final year of the Term, and the final Extended Term, if applicable, shall be prorated between Landlord and Tenant based on the commencement and expiration of the Term or Extended Term. Tenant shall pay only the lowest discounted amount and will not be required to pay any penalty, interest or cost resulting from Landlord's failure to pay such taxes and/or the delinquent payment of such taxes by Landlord.

All tax statements submitted by Landlord hereunder shall be sent to Tenant's office at the address herein provided for in Section 31 below, to the attention of Tenant's Ad Valorem Tax Department.

~~Tenant will not be liable for, and Landlord will forever forfeit all rights to recover, such taxes and assessments if presentation of statements and corresponding receipts evidencing payment thereof are not made to Tenant in the manner set forth above within six (6) months after the applicable date of delinquency.~~

shall. Landlord may direct the taxing jurisdiction(s) to send tax statement(s) directly to Tenant. Landlord shall immediately notify Tenant when it has so directed such taxing jurisdiction(s).

Landlord further agrees that Tenant, in the name of Landlord but at Tenant's sole expense, may contest any taxes before any taxing jurisdiction or maintain any necessary legal action in reference to the taxes or for the recovery of any taxes paid. Landlord agrees to execute any documents reasonably required by Tenant in connection with any such contest. Landlord agrees to provide Tenant with copies of all notices concerning the tax status of the Premises.

*See Addendum Article 8.

9. MAINTENANCE. Tenant agrees to keep up the Improvements at any time located on the Premises in good repair, casualty damage and reasonable wear and tear excepted.

10. ALTERATIONS. Tenant may make such alterations or additions to the Improvements at any time on the Premises as Tenant may desire. Such alterations or additions will be made in a good workmanlike manner without cost to Landlord, and shall be free and clear of mechanics' and materialmen's liens provided that if any such lien is filed, Tenant shall either promptly bond or discharge the same or it may contest the same in good faith.

*See Addendum Article 10. → shall

11. TRADE AND OTHER FIXTURES. Subject to the approval of local governing authorities and the acquisition of any required permits, Tenant may install or cause to be installed at its expense such equipment and trade and other fixtures as are reasonably necessary for the operation of its business (the "Fixtures"). The Fixtures may include, without limitation, all heating, ventilating and air conditioning equipment (the "HVAC"), walk-in vault(s), public pay telephones, a self-service motor fuels facility (including, but not limited to, pump islands, underground storage tanks, canopies and air-vac units), exterior lighting, a satellite dish and/or similar communications equipment and Tenant's typical exterior imaging, signs, banners and other advertising displays, including Tenant's fascia and pole signs.

~~The Fixtures may be installed prior to acceptance of the Premises.~~ All Fixtures, whenever installed shall remain personal property, and title thereto shall continue in the owner thereof, regardless of the manner in which they may be attached or affixed. Tenant, at Tenant's expense, may at any time during the Term, and shall at the expiration of the Term, or Extended Term, except the HVAC if Landlord elects to purchase it as may be herein provided, remove the Fixtures and shall repair any damage caused by such removal.

In the event the Fixtures are subject to a lien or title retention instrument, the holder of any such lien or title retention instrument shall have the right and be able to enforce the same as stated therein and Landlord waives any rights to the contrary, provided that said lienholder shall indemnify Landlord with respect to any injury to person or damage to property if said lienholder enters upon the Premises.

form 4400017 (rev. 8/96)

page 2 of 8

Upon termination or expiration of this Lease, if Landlord is not then in default of any terms hereof, Landlord shall have and is hereby granted the right and option to purchase, without any warranty, the HVAC, if any, at Tenant's then existing book value. Landlord shall exercise such option by giving notice thereof at least thirty (30) days prior to such expiration or termination. If notice is not so given or, if given, such amount is not paid to Tenant in certified funds on or before the date of expiration or termination, the option granted herein shall lapse. Nothing herein shall be deemed to require Tenant to provide an HVAC for Landlord's purchase.

12. PERMITS/LICENSES. Landlord hereby grants to Tenant the right to apply for and obtain, in Landlord's name or otherwise, any permits or licenses required by applicable governmental authorities necessary or desirable for Tenant to construct and perform maintenance, remodeling, alterations and repairs at the Premises, or to otherwise use the Premises in accordance with the terms and conditions of this Lease and Landlord agrees to execute any documents reasonably requested by Tenant in connection therewith.

13. CASUALTY DAMAGE. If, ~~in the opinion of Tenant~~, the Premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty or peril insured against in a standard fire and extended coverage insurance policy (such a casualty or peril being hereinafter referred to as an insured casualty or peril), Tenant, ~~at its option may promptly and diligently restore the Premises to the condition existing prior to the occurrence of the insured casualty or peril, or may release and turn over to Landlord the insurance proceeds as a result thereof and cancel and terminate this Lease.~~ ^{shall} If, ~~in the opinion of Tenant~~, the Premises are rendered substantially unfit for the occupancy or use herein contemplated by any casualty or peril other than an insured casualty or peril, Tenant may either restore the Premises to the condition existing prior to the occurrence of the casualty or peril at its expense, or Tenant may terminate this Lease effective as of the date of the occurrence of the casualty or peril. If, in the opinion of Tenant, the Premises are not thereby rendered substantially unfit for the occupancy or use herein contemplated, Tenant shall promptly and diligently restore the Premises at Tenant's expense to the condition existing prior to the occurrence of the casualty or peril. ~~Since Tenant has agreed, in the event of damage caused by an insured casualty or peril, to either restore the Premises or turn over insurance proceeds to Landlord, and since Tenant has numerous other properties as to which it is self-insured, it is agreed that Tenant may be a self-insurer as to the Premises with such self-insurance covering the same casualties and perils which would be insured against in a standard fire and extended coverage insurance policy, provided that on the written request of Landlord, Tenant shall procure and maintain fire and extended coverage insurance on the building situated on the Premises with a limit of at least 80% of its insurable value and naming Landlord as a loss payee as its interest may appear.~~

*See Addendum Article 13.

14. LIABILITY INSURANCE. Tenant agrees, at Tenant's expense, to maintain in force continuously throughout the Term, and any Extended Term, commercial general public liability insurance covering the Premises with combined single limit coverage of \$1,000,000 and shall, upon Landlord's written request, furnish Landlord a certificate from the insurer evidencing such coverage. ~~Notwithstanding the above, Tenant shall have the right to self-insure as to some or all of the risks covered by this Article.~~

*See Addendum Article 14.

15. INDEMNITY. ~~During the Term, and any Extended Term,~~ Tenant shall indemnify and hold Landlord harmless from any claim, liability, loss, cost or obligation owed to or asserted by any third party, arising from any damage or injury caused by the use of the Premises by Tenant, its agents, employees or contractors, excepting in each case any such damages, injuries, claims, liabilities, losses, costs or obligations as shall result from conditions existing on the Premises prior to the commencement of the Term, acts or omissions of Landlord, its agents, employees or contractors or the failure of Landlord to perform its obligations under this Lease. Landlord agrees to indemnify and hold Tenant harmless from any liability, loss, cost or obligation arising from conditions existing on the Premises prior to the commencement of the Term, acts or omissions of Landlord, its agents, employees or contractors or the failure of Landlord to perform its obligations under this Lease. ^{expiration of the Term and any Extended Term.} This indemnity shall survive the

*See Addendum Article 15.

16. GASOLINE. If Tenant installs a motor fuels facility, Tenant shall, upon expiration or termination of this Lease, remove its motor fuels facility. Tenant agrees, at its expense, to comply with all requirements of the appropriate governmental authorities regarding conditions determined to have resulted from Tenant's operation of the motor fuels facility (the "Remedial Measures"). Landlord agrees to permit Tenant, its employees, agents, consultants and contractors to enter onto the Premises after the expiration or termination of this Lease to the extent necessary to satisfy Tenant's obligations under this Article. Upon conclusion of the Remedial Measures, to the extent affected by the performance of the Remedial Measures, Tenant shall restore the Premises to the condition substantially similar to that condition existing prior to the performance of the Remedial Measures including, but not limited to, the refilling of any excavation performed in the course of the Remedial Measures.

*See Addendum Article 16.

Landlord agrees that Tenant shall be entitled to any reimbursement or contribution from governmental authorities or any other third party for Remedial Measures (including site response testing, cleanup, monitoring, repairs or restoration activities) performed by Tenant, as currently permitted or as may be permitted in the future by applicable law, and Landlord agrees to execute all documents reasonably requested by Tenant in connection therewith.

*See Addendum Article 16.

17. ASSIGNMENT OR SUBLEASE. Tenant shall have the right to assign this Lease or sublease the whole or any part of the Premises. Any assignment or sublease shall be subject to all of the terms, covenants and conditions of this Lease and Tenant shall remain primarily liable for the payment of rent and the performance of the terms, covenants and conditions of this Lease.

*See Addendum Article 17.

18. EMINENT DOMAIN. If pursuant to the exercise of the right of condemnation or eminent domain (i) the Premises is taken or conveyed under threat of the exercising of such right, or (ii) only a portion of the Premises, is so taken or conveyed and Tenant determines that the remainder of the Premises is inadequate or unsatisfactory for its purposes, which determination shall not be arbitrarily or capriciously made, or (iii) Tenant's access to the Premises is reduced by such taking or conveyance and Tenant determines that its access to the Premises is inadequate or unsatisfactory for its purposes, which determination shall not be arbitrarily or capriciously made, Tenant shall have the right to terminate this Lease, subject to Tenant's rights as set forth below. Such termination shall be effective on the date Tenant is required to give up its occupancy, use, or access, whichever is earlier. The termination of this Lease as provided above shall not operate to deprive Tenant of the right, and Landlord expressly grants to Tenant the right, to make a claim for an award in condemnation, or participate in an award, for loss of business goodwill, relocation expenses, Tenant's leasehold interest and/or lease bonus value, loss or damage to Fixtures and improvements made by Tenant to the Premises, the value of Tenant's unexpired options to extend the Term, or any other claims that Tenant is permitted or elects to make, or to receive notices and participate in the condemnation proceedings, including any settlement negotiations, whether conducted prior to or after the filing of a condemnation proceeding.

If this Lease is not terminated as provided herein, Landlord and Tenant shall agree upon an equitable reduction in the rent. If the parties fail to agree upon such reduction within sixty (60) days from the date Tenant is required to give up such occupancy, use or access, whichever is earlier, Landlord and Tenant shall each choose one arbitrator and the two arbitrators so chosen shall choose a third arbitrator. The decision of any two of the arbitrators concerning the rent reduction, if any, shall be binding on Landlord and Tenant and any expense of the arbitration shall be divided equally between Landlord and Tenant. Any such reduction in rent shall not constitute an election of remedies by Tenant nor deprive Tenant of the right to make a claim for an award in condemnation as set forth above or receive notices and participate in the condemnation proceedings, including any settlement negotiations.

19. ATTORNEYS' FEES. If suit is brought to enforce any terms, covenants or conditions of this Lease, the parties agree that the losing party shall pay the prevailing party's reasonable attorneys' fees, including reasonable attorneys' fees incurred in enforcing a judgment, which shall be fixed by the court and court costs. As used herein, the term "prevailing party" shall mean the party, which has succeeded upon a significant issue in the litigation and achieved a material benefit with respect to the claims at issue, taken as a whole.

20. DEFAULT. If Tenant defaults in the payment of the monthly rent, Landlord shall promptly notify Tenant in writing. Should Tenant fail to cure such default within ~~twenty (20)~~ days after receipt of such notice, Landlord shall have the right to exercise one of the following options: Ten (10)

(a) Landlord may declare the forfeiture of this Lease by sending Tenant written notice thereof. Upon Tenant's receipt of such notice this Lease shall expire and terminate as fully and completely and with the same effect as if that date were fixed for the expiration of the Term or the Extended Term and all rights of Tenant, including occupancy of the Premises, shall expire and Tenant shall be relieved of all liability for any future rent or any other sums otherwise due from the date of such termination; or,

(b) Landlord may reenter and repossess the Premises, removing all persons therefrom without prejudice to any remedies for arrears of monthly rent or any other sums otherwise due, or breach of any other covenants hereunder. Landlord shall have a lien as security for such deficiency on the Fixtures belonging to Tenant which remain on the Premises. Within a reasonable period of time following such reentry and repossession, Landlord shall relet the Premises for the account of Tenant on such terms and conditions and for such uses as Landlord may reasonably determine in an effort to mitigate Landlord's damages as a result of Tenant's default hereunder. Landlord shall collect and receive any rent or any other sums otherwise due which may be payable by reason of such reletting. Tenant shall be liable for and pay to Landlord all monthly rent or any other sums otherwise due up to and including the date of such reentry and repossession; and, thereafter, Tenant shall, until the end of what would otherwise have been the then current Term, be liable to Landlord for and shall pay to Landlord, all monthly rent or any

other sums otherwise due less the net proceeds of any reletting as set forth herein, after deducting from such proceeds all of Landlord's reasonable expenses incurred in conjunction with such reletting. Tenant shall pay such monthly rent or any other sums otherwise due on the days on which they would be payable hereunder in the absence of Tenant's default.

If Tenant defaults in the performance of any of the terms, covenants and conditions of this Lease other than the payment of monthly rent, Landlord shall promptly notify Tenant in writing. If Tenant fails to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure and Tenant fails to commence to cure within thirty (30) days after receipt of such notice and thereafter to diligently proceed to cure such default, then in either such event Landlord may cure the default and Tenant shall promptly reimburse Landlord for any expenses incurred by Landlord, but any such default shall not cause the forfeiture of this Lease or of Tenant's right of possession.

If Landlord defaults in the performance of any of the terms, covenants and conditions of this Lease, Tenant shall promptly notify Landlord in writing. If Landlord fails to cure such default within thirty (30) days after receipt of such notice, or if the default is of such character as to require more than thirty (30) days to cure and Landlord fails to commence to cure within thirty (30) days after receipt of such notice and thereafter diligently proceed to cure such default then, in either such event Tenant, at its option, may, to the extent permitted by the law of the jurisdiction in which the Premises is located, (i) cure such default and setoff or deduct any expense so incurred from the rent or other amounts due, (ii) cancel and terminate this Lease and/or (iii) bring an action against Landlord, at law or in equity, arising out of such breach. Failure by Landlord to reimburse any overpayments by Tenant of rental or other charges, within twenty (20) days after receipt by Landlord of notice of such overpayment and documentation evidencing same, shall constitute a default by Landlord hereunder.

*See Addendum Article 20.

21. RIGHT OF FIRST REFUSAL. If Landlord receives a bona fide acceptable offer to purchase the Premises, Landlord grants Tenant an option to purchase the same upon the same terms and conditions; provided that the purchase price to Tenant shall be reduced by any real estate commissions or other expenses Landlord would have been obligated to pay pursuant to the bona fide acceptable offer but which Landlord shall not be obligated to pay upon a sale to Tenant. Immediately after the receipt of such offer, Landlord shall give Tenant written notice of the terms and conditions of the offer in the manner described in Article 31, enclosing a copy of the offer and enclosing copies of all information and documentation reasonably necessary to the consideration of such offer, and Tenant may exercise the option to purchase at any time within thirty (30) days after receipt of such notice and additional documentation. Landlord shall promptly provide Tenant with any other information reasonably requested by Tenant within such thirty (30) day period and Tenant shall have an additional ten (10) day period after its receipt of such additional information to exercise such option. If Tenant elects to exercise such option it shall do so by giving written notice to Landlord within such period or periods and a purchase contract shall be executed by the parties and title conveyed within a reasonable time thereafter. The failure of Tenant to exercise the option to purchase shall in no way release or relieve Landlord from Landlord's obligation to provide Tenant with notice of any future offers to purchase.

~~22. OPTION TO PURCHASE. Landlord agrees that Tenant shall have and is hereby granted an option to purchase the Premises at the expiration of the Term (or the then current Extended Term) for~~

~~_____ Dollars (\$ _____). Tenant may exercise this option to purchase at any time within twenty (20) days prior to the expiration of the Term (or the then current Extended Term) by giving written notice to Landlord and a purchase contract shall be executed by the parties and title closed within a reasonable time thereafter. Title to the affected property shall be conveyed to Tenant by general warranty deed and will be free and clear of all liens. Should such reasonable time extend beyond said expiration, the Lease and all of its terms and conditions shall automatically be extended until closing.~~

~~Rent and taxes are to be apportioned to date of closing. Documentary stamps affixed to the warranty deed and other recording costs shall be shared equally by Landlord and Tenant. Any other closing costs and expenses, including the cost of the title insurance commitment and owner's policy, shall also be shared equally by Landlord and Tenant. Tenant shall not be required to subordinate its purchase option rights or right of first refusal to the lien of a mortgage or other security interest granted by Landlord to any third party.~~

23. CONDITIONS PRECEDENT. Tenant and Landlord shall promptly proceed to satisfy each of the following conditions precedent. In the event the following have not been fulfilled, or waived by Tenant on or before ~~September 26, 1997~~ February 18, 1998 this Lease may be terminated by either party upon written notice to the other.

- (a) all permits and approvals required for the construction or installation of Tenant's standard self-service motor fuels facility (including but not limited to, pump islands, underground storage tanks and canopies) having been obtained by and at the expense of Tenant;
- (b) all permits and approvals required for the installation of Tenant's fascia signs on the Premises and its freestanding pole sign having been obtained by and at the expense of Tenant;

- (c) all permits, licenses and approvals, with conditions acceptable to Tenant, required for the sale or rental (as appropriate) of groceries, produce, meat, dairy, delicatessen, ready-to-eat and made to order food products for on or off-premise consumption, beer, wine and alcoholic products, financial and ticketing services, and sundries, having been obtained by and at the expense of Tenant;
- (d) all permits, licenses and approvals, with conditions acceptable to Tenant, required for twenty four (24) hour convenience store operation having been obtained by and at the expense of Tenant; and
- (e) test borings, percolation and other soil and groundwater tests (including, but not limited to, testing for hydrocarbons, hazardous wastes, toxic pollutants and other contaminants) being obtained by Tenant as agent for Landlord, and at the expense of Tenant showing underground conditions satisfactory to Tenant and the appropriate governmental authorities. Landlord shall report any condition revealed by such tests to the extent required by applicable law, and Tenant shall have no responsibility or liabilities therefor.

~~Should Tenant elect to appeal any adverse administrative ruling or initiate legal proceedings to satisfy any of the conditions precedent, the time period specified above, shall be extended for the period of time Tenant continues to pursue the satisfaction of same through such appeal or legal proceedings. Each party shall fully cooperate with the other in seeking such permits, approvals and licenses, and in conducting such tests.~~

*See Addendum Article 23. **except for a certificate of occupancy

24. LANDLORD'S COVENANTS. Landlord covenants that (i) it has good and marketable fee simple title to the Premises which is free of all leases, tenancies, agreements, encumbrances, liens, restrictions and defects in title affecting the rights granted Tenant in this Lease, (ii) there are no restrictive covenants, zoning or other ordinances or regulations applicable to the Premises which will prevent the Premises from being used as permitted in Article 6 above, and (iii) ~~any underground storage tanks or facilities currently or previously located on or under the Premises have been or will be (prior to Tenant's acceptance of the Premises) properly removed and disposed of and that any contamination related thereto has been or will be (prior to Tenant's acceptance of the Premises) assessed and remedied according to applicable law, rules, regulations and ordinances to the satisfaction of the appropriate governmental authorities.~~ To the best of Landlord's knowledge, information and belief, the Premises is free from pollution or contamination by hydrocarbons, hazardous wastes, toxic pollutants and/or other contaminants.

*See Addendum Article 24.

25. LEASEHOLD TITLE POLICY. ~~Within the time period provided for in Article 23 of this Lease, Tenant shall, at Tenant's expense, obtain through Lawyers Title Insurance Corporation ("LTIC") preliminary title documentation and extended coverage leasehold title insurance and a topographic survey (the "Survey") acceptable to LTIC for such title insurance and a report by a surveyor acceptable to Tenant locating and describing the Premises, showing all boundaries and corners of the Premises properly and securely marked by pins, and certifying as to easements and encroachments. A preliminary title report or binder (the "Binder") shall be issued giving the current condition of title to the Premises, together with copies of all instruments necessary to fully explain the scope and effect of any matters listed as exceptions in the Binder whereby LTIC is bound to issue to Tenant or its nominee, for an amount to be determined by Tenant, an A.L.T.A. Policy-Standard Form B 1970, or a comparable form, with extended coverage if such form is not approved in the state in which the Premises is located (herein the "Title Policy"). In the event the Binder or the Survey reflects any matters or conditions which Tenant reasonably determines will interfere with its intended development or use of the Premises, or the rights granted Tenant in this Lease, Tenant may terminate this Lease.~~

*See Addendum Article 25.

26. QUIET ENJOYMENT. Upon paying the rent and performing the terms, covenants and conditions of this Lease, Tenant shall quietly have, hold and enjoy exclusive possession of the Premises and all rights granted Tenant by this Lease.

27. SUBORDINATION. Tenant agrees that its leasehold interest hereunder is subordinate to any mortgages now on, or hereafter to be placed on, the Premises; provided, as a condition precedent to such subordination, Landlord agrees to take whatever action is necessary (including obtaining written documentation from its mortgagee) to assure that each such mortgagee shall expressly covenant, or each such mortgage shall expressly provide, that so long as Tenant is not in default under this Lease, Tenant's quiet possession of the Premises shall remain undisturbed, on the terms, covenants and conditions stated herein, whether or not the mortgage is in default and notwithstanding any foreclosure or other action brought by the mortgagee. ~~Landlord represents and warrants that there are no mortgages or similar encumbrances affecting the Premises except as shown on Exhibit C.~~ Provided that Landlord complies with the requirements of this Article, Tenant agrees to comply with reasonable requests for execution of documentation to affect the subordination of its leasehold interest.

*See Addendum Article 27.

28. LIENS. Tenant shall at all times have the right to encumber, by mortgage or deed of trust, or other proper instrument in the nature thereof, as security for any actual bona fide debt, its leasehold estate hereby created, or any portion thereof, together with its leasehold right and interest in and to all buildings and Improvements and its interest in any equipment located on the Premises.

If at any time after the execution and recordation in the proper records of the County in which the Premises are located of any such mortgage or deed of trust, the mortgagee or trustee therein shall elect to notify the Landlord in writing that such mortgage or deed of trust has been executed and delivered by Tenant and shall furnish Landlord with the address to which said mortgagee or trustee desires copies of notices to be mailed, then the Landlord hereby agrees that it will thereafter mail to such mortgagee or trustee at the address so given a duplicate copy of any and all notices in writing which Landlord may from time to time give or serve upon the Tenant under and pursuant to the terms and provisions of this Lease

Such mortgagee or trustee may, at its option, at any time before the rights of Tenant shall have been forfeited to the Landlord as herein provided, pay any of the rents due hereunder, or do any other act or thing required of or permitted to the Tenant by the terms of this Lease, to prevent the forfeiture or termination of this Lease, and all payments so made and all things so done and performed by or for any such mortgagee or trustee shall be as effective to prevent a forfeiture of the rights of the Tenant hereunder as the same would have been if done and performed by Tenant.

No such mortgagee or trustee of the rights and interest of the Tenant hereunder shall be or become liable to the Landlord as an assignee of this Lease or otherwise unless it expressly assumes the liability of the Tenant and no assumption shall be inferred from or shall be the result of foreclosure or other appropriate proceedings in the nature thereof or shall be the result of any other action or remedy provided for by such mortgage or deed of trust.

*See Addendum Article 28.

29. BANKRUPTCY. Should Tenant make an assignment for the benefit of its creditors, or seek an order for relief under the United States Bankruptcy Code, Landlord, at its option, may terminate all rights of Tenant under this Lease, if permitted by applicable law.

*See Addendum Article 29.

30. CHANGE OF OWNERSHIP. Subject to Tenant's rights under Articles 21 and 22 above, Landlord shall provide Tenant written notice in the event Landlord conveys title to the Premises, or assigns Landlord's interest in this Lease to another party. Such notice shall include such party's tax identification number and shall be accompanied by documents (including a W-9 form or similar tax documents) which evidence the transfer of title or assignment of interest and the effective date thereof. After receipt of such notice, rent and other payments due and future notices to Landlord shall be given to the party designated therein and Tenant shall attorn to the new owner as substitute Landlord. Should Landlord fail to provide the required notice or documentation, or should Tenant be reasonably uncertain concerning the proper party to whom rent is due, Tenant may withhold rent thereafter accruing until Tenant is furnished the required notice, documentation and/or satisfactory proof as to the party entitled thereto. Tenant shall, within thirty (30) days of receipt of request, execute for Landlord an estoppel certificate concerning the terms of this Lease.

31. NOTICES. Except as otherwise provided in Article 8, any notices required or permitted hereunder shall be in writing and delivered either in person to the other party or by United States Certified Mail, Return Receipt Requested, postage fully prepaid, to the addresses set forth below or to such other address as either party may designate in writing and deliver as provided in this Article. Service shall be effective on the third business day after deposit in the United States Mail

LANDLORD: Midwest Trust Services, Inc., u/t/a 97-6-7244 7212
~~Chicago Trust Company u/t/a/ 1104665~~
c/o James E. Levine
8950 Gross Point Road, Suite H
Skokie, Illinois 60077
Tax Identification No. 36-410384

TENANT: THE SOUTHLAND CORPORATION
Attn: Corporate Real Estate
P. O. Box 711
Dallas, Texas 75221-0711

with a copy to:
The Southland Corporation
Greater Midwest Division
Attn: Real Estate Manager
1251 Plum Grove Rd., Suite 170
Schaumburg, Illinois 60173

32. RECORDATION. This Lease shall not be filed for public record. However, Landlord and Tenant shall execute and acknowledge a memorandum or short form lease (which will include Tenant's rights under Article 12) which may be filed for record by either party at any time after the execution of this Lease, setting forth the parties, description of the Premises, Term, Extended Term, right of first refusal and purchase options and any other provisions mutually agreed upon.

33. NO BROKER. Landlord and Tenant covenant, warrant and represent that no broker has been involved in the negotiation or consummation of this Lease. Tenant and Landlord each agree to indemnify and hold the other harmless from and against all causes of action and liabilities arising out of a claim for a commission by any broker purporting to have acted on behalf of the indemnifying party.

34. FORCE MAJEURE. Neither party shall be required to perform any term, covenant or condition of this Lease so long as such performance is delayed or prevented by force majeure, which shall mean any acts of God, strike, lockout, material or labor restriction by any governmental authority, civil riot, and any other cause not reasonably within the control of such party and which by the exercise of due diligence such party is unable, wholly or in part, to prevent or overcome.

*See Addendum Article 34.

35. HOLDOVER. Should Tenant remain in possession of the Premises after the expiration of the Term or the Extended Term, Tenant shall be deemed to be occupying the Premises as a month-to-month tenant, at a monthly rental equal to the rent payable during the last month of the Term or the Extended Term. Any Remedial Measures with respect to any surface or subsurface contamination that Tenant is obligated to undertake after the expiration of the Term or the Extended Term shall not constitute a holdover. 125%

36. APPLICABLE LAW. The laws of the state in which the Premises are located shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision.

37. COMPLETE AGREEMENT. This Lease merges all prior negotiations and understandings between the parties and constitutes their complete agreement which is binding upon Landlord and the heirs, executors, administrators, successors and assigns of Landlord when executed by Landlord, and is binding upon Tenant, its successors and assigns, only if executed by a Vice President or Attorney-in-Fact of Tenant, regardless of any written or verbal representation of any agent, manager or other employee of Tenant to the contrary. This Lease may only be amended by written agreement signed by Landlord and Tenant.

38. OTHER PROVISIONS.

An Addendum to Ground Lease ^{with Articles 3-47.} is attached hereto and made a part of this Ground Lease.

EXECUTED BY TENANT this 10th day of September, 1997.

Attest:

By: [Signature]
Assistant Secretary

THE SOUTHLAND CORPORATION.

By: [Signature]
Senior Vice President or
Attorney-in-Fact (Seal)

EXECUTED BY LANDLORD this 20th day of October, 1997.

Attest:

By: [Signature]
Its: Land Trust Administrator

LANDLORD
MIDWEST TRUST SERVICES, INC., NOT PERSONALLY
BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED
JULY 23, 1997, AND KNOWN AS TRUST NO. 97-67212
By: [Signature]
Its: Vice President (Seal)

- () Exhibit A Legal Description
 - () Exhibit B Site Plan
 - (x) Exhibit E-Subordination Agreement
- form 4400017 (rev. 8/96)
page 8 of 8

- ~~() Exhibit C - ~~Originals~~ Development Plan~~
- (x) Exhibit D-Tenant's Plans and Specifications
- (x) Exhibit F-Tenant Estoppel Certificate

ADDENDUM TO LEASE AGREEMENT BY AND BETWEEN MIDWEST TRUST SERVICES, INC.,
NOT PERSONALLY, BUT AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 23, 1997
AND KNOWN AS TRUST NO. 97-6-7212 (Landlord) AND
THE SOUTHLAND CORPORATION (Tenant)

RECITAL

If any of the terms of the Ground Lease shall conflict with the terms of the printed portion of this Addendum to Ground Lease, the terms of this Addendum to Ground Lease shall prevail.

Article 3-CONSTRUCTION.

3(a) Tenant's Improvements. Tenant agrees at its expense, to obtain such permits and licenses as shall be necessary for the construction of Tenant's Improvements in a timely manner. In the event Tenant is unable to obtain all permits and approvals required for such alterations or for construction and for operation of its business on the Premises within the time period stated in Article 23 of this Ground Lease, Landlord agrees to grant reasonable extensions, if requested by Tenant, to allow Tenant to obtain the approvals as stated herein, provided the extensions do not cause hardship to Landlord. Landlord agrees to cooperate with Tenant in meeting the requirements to obtain such permits.

3(b) Commencement and Completion of Construction.

(i) Commencement of Construction. As soon as reasonably practicable after issuance of the Permits, subject to Article 34-Force Majeure, Tenant shall, at its sole cost and expense, commence and thereafter diligently pursue Tenant's Improvements to completion in conformity with the Exhibit B-Site Plan and Tenant's Plans and Specifications, which are attached hereto and made a part hereof as Exhibit D-Tenant's Plans and Specifications.

(ii) Completion of Construction. Tenant shall complete construction of Tenant's Improvements within one hundred fifty (150) days of commencement thereof, subject to Article 34-Force Majeure. ~~Notwithstanding the actual completion of the improvements by the expiration of the one hundred fifty (150) day period, Tenant's obligation to pay Rent shall commence on the Commencement Date.~~

(iii) Notice of Completion. Upon completion of Tenant's Improvements, Tenant shall notify Landlord of same and shall deliver to Landlord: (i) a certificate from Tenant's supervising architect, certifying to Landlord that Tenant's Improvements has been completed in accordance with Exhibit D-Tenant's Plans and Specifications; (ii) a copy of the final certificate of occupancy as a condition precedent to the use of such improvements; and (iii) a set of "as built" plans and specifications prepared and sealed by Tenant's architect certified to Tenant, Landlord, Chicago Title Insurance Company and such other parties as Landlord shall designate; and (iv) an ALTA Survey of the Premises reflecting the Completed Improvements.

3(c) Contractors' Insurance. All of Tenant's contractors and subcontractors of its contractors shall carry public liability insurance with at least \$1,000,000 single limit broad form coverage and worker's compensation insurance in the amount required by the laws of the State of Illinois, and each such insurance policy shall name Landlord, its beneficiaries and the agents of its beneficiaries as additional insureds. Each such contractor and subcontractor shall submit to Landlord proof of such insurance before they may begin work on the Premises.

Notwithstanding the foregoing, any contractor or subcontractor responsible for the installation of any of the equipment required for the operation of the gasoline installation, shall be required to deliver to Landlord, within 15 days of Landlord's request thereof any and all evidence of any and all insurance required by any Federal, state or local governmental agency, law, rule, or ordinance of said contractor or subcontractor for any liability incurred by Landlord or Tenant as a result of such installation.

3(d) Tenant's Insurance During Construction. During any and all periods during the time which

Tenant shall be performing Tenant's Improvements, modifying or constructing the Building or making any alterations pursuant to the provisions of Article 10 of this Ground Lease, the Tenant and its general contractor shall, at the Tenant's sole cost and expense, maintain and provide evidence to Landlord of the following: (i) builder's risk and extended coverage insurance insuring the Building for 100% of its then market value; (ii) workman compensation insurance to the maximum statutory limit of the State of Illinois, (iii) employer's liability insurance in the minimum amount of \$1,000,000 per accident; (iv) general comprehensive liability insurance in the minimum amount of \$1,000,000 combined single limit; (v) automobile liability insurance; and (vi) a contractual liability endorsement supporting Tenant's indemnification obligations which run in favor of Landlord pursuant to the terms of this Ground Lease. Such insurance policies shall be in the names of the Landlord, the Landlord's mortgagee and the Tenant as their respective interests may appear, provided, however, that if the Landlord's mortgagee so requests, said policies shall contain standard mortgage clauses satisfactory to the Landlord's mortgagee.

Tenant shall deliver certificates of insurance to Landlord prior to commencement of Tenant's Improvements evidencing the existence of such insurance, the coverage thereunder and showing the additional insureds required hereunder.

3(e) Tenant's Performance Bond. Tenant shall be responsible for posting all bonds or other security with the City to assure the installation of all public improvements shown on the Exhibit B-Site Plan for the Premises and for the costs and expenses to install such public improvements plus the access point/curb cuts providing access to the Premises.

3(f) Tenant's Performance Bond. Tenant shall be responsible for posting all bonds or other security as shall be required with any governing entity, with said entity, to assure the installation of all public improvements shown on Exhibit B-Tenant's Plans and Specifications for the Premises and for the costs and expenses to install such public improvements plus the access point/curb cuts providing access to the Premises. Tenant shall be responsible for all building permit fees and any impact fees payable to the City or County in connection with Exhibit B-Tenant's Plans and Specifications of permit applications.

Article 4-TERM:

4(b) Extended Term. Tenant shall not be permitted to exercise the option to extend the Term if Tenant shall be in default under the terms of this Ground Lease at the time the notice required to be delivered pursuant to this Article is delivered to Landlord, or at the date of commencement of any Extended Term described herein.

4(c) End of Term. Subject to the provisions of Article 35-Holdover the Tenant shall remove the Tenant's furniture, machinery, safe or safes, trade fixtures and other items of personal property of every kind and description from the Premises upon expiration of the Term. All building additions, hardware, non-trade fixtures and all improvements shall, become the Landlord's property and shall remain upon the Premises at the termination of this Ground Lease.

Article 5-RENT.

5(a) Rent Payable. Beginning on the Commencement Date, the Rent payable during the applicable Lease Year shall be as follows:

	TERM	Annual Rent	Monthly Rent
	Lease Year 1-10 (Term)	\$73,535.07	\$6,127.92
	Lease Year 11-Lease Year 15 (Term)	\$88,242.08	\$7,353.51
	EXTENDED TERM		
1st	Lease Year 15-20 (Extended Term)	\$101,478.40	\$8,456.53
2nd	Lease Year 21-25 (Extended Term)	\$116,700.16	\$9,725.01
3rd	Lease Year 26-30 (Extended Term)	\$134,205.18	\$11,183.76
4th	Lease Year 31-35 (Extended Term)	\$154,335.96	\$12,861.33

Article 6-USE

6(a) Operation and Use Agreement of Constitution Court Shopping Center. Landlord and Tenant acknowledge and agree that the Premises is an outlot of Constitution Court Shopping Center and as such is subject to an Operation and Use Agreement recorded with the Kane County Recorder as Documents 94K078151, and modification thereto recorded with the Kane County Recorder as Documents 95K12545, 95K29314, 95K29315 and additional documents of record recorded with the Kane County Recorder as Documents 1863892 and 1863893. Landlord and Tenant agree that Landlord shall present the aforementioned documents for Tenant's review and approval, which approval shall be given twenty (20) days after delivery of said documents to Tenant. Tenant agrees that Tenant's approval of the Easement Agreement shall not be unreasonably withheld. Tenant agrees to comply with the terms and covenants of the Easement Agreement and perform all obligations imposed on the Premises under the Easement Agreement at Tenant's sole cost and expense. Landlord represents that the terms of the Easement Agreement shall not impose duties, obligations or responsibilities on Tenant that are inconsistent with the terms of this Lease. ^{*** during the term of this Lease} (collectively, the "Easement Agreements")

^{***} In the event Tenant does not approve the Easement Agreements or fails to give Landlord notice that the Easement Agreements are approved, this Lease shall be deemed terminated. Tenant agrees to comply with the terms and covenants of the Declaration of Covenants, Conditions and Restrictions for Constitution Court and perform all obligations imposed on the Premises under the Declaration of Covenants, Conditions and Restrictions for Constitution Court at Tenant's sole cost and expense.

See Article 6(a) continued on ADDENDUM-3 A page.

Article 7-UTILITIES

7(a)-Utility Interruption and Damage. Tenant shall be liable for the repair of any damage caused by the interruption of any utility service due to the Tenant's failure to pay any utility bill in a timely manner or to properly maintain the utility systems and the payment of any and all penalties and fines associated with the failure to pay any utility bill in a timely manner or to properly maintain the utility systems.

7(b)-Utility Tap On Fees. Tenant shall pay any "tap on" fees or other charges for the installation or connection of oil, gas, electricity, water, telephone, sanitary sewer, storm or drainage sewer or ditch, and any and all other utilities (hereinafter collectively referred to as "Utilities") for the Premises and shall pay as and when due all charges made against the premises for Utilities.

Article 8- REAL ESTATE TAXES

8(a) Payment of Real Estate Taxes. If as of the Commencement Date, the Premises will not yet be a separately described and assessed parcel of Premises for Premises tax purposes and may still be included in a tax bill which covers additional lands, a proration shall be made by multiplying the total tax bill by a fraction, the numerator of which shall be the square footage of the Premises and the denominator of which shall be the total square footage of all property under the tax bill(s).

Landlord and Tenant acknowledge and agree that Du Page County, Illinois, the county whereupon the Premises is located issues tax bills in arrears (for example the tax bill issued in 1998 will be for the use and occupancy of the Premises for the year 1997). Therefore, the issuance of the tax bill and the due date for the payment of the real estate taxes for the final Lease Year of this Ground Lease shall occur after the Term of this Ground Lease expires. Notwithstanding any other provision of this Ground Lease, Tenant shall have the obligation to pay the real estate taxes for the last year of the Term of this Ground Lease prior to the due date of the real estate taxes and shall remain liable for all penalties assessed as a result of the untimely payment of any or all taxes for the final Lease Year of the Term or any Extended Term, provided that Tenant receives the tax bills at least thirty (30) days prior to their due date.

8(b)- Tenant as Taxpayer of Record. If Tenant elects to appear as taxpayer of record and the real estate tax bills for the Premises are sent directly to Tenant, Tenant shall be responsible for the prompt payment of said tax bill and shall be responsible for all penalties assessed as a result of the untimely payment of any or all taxes and special assessments. Failure to pay by Tenant on the specified

ADDENDUM-3

**** Landlord and Tenant agree that Landlord shall present the Declaration of Covenants, Conditions and Restrictions for Constitution Court for Tenant's review and approval, which approval shall be given twenty (20) days after delivery of said documents to Tenant. Tenant agrees that Tenant's approval of the Easement Agreements shall not be unreasonably withheld. In the event Tenant does not approve the Easement Agreements or fails to give Landlord notice that the Easement Agreements are approved, this Lease shall be deemed terminated.

due date stated on the tax bill shall give Landlord the option of paying the tax bill including any penalties and interest and recovering said amount plus interest at the Default Interest Rate as defined in Article 39 below. Tenant agrees to provide Landlord with a receipted copy of the paid tax bill within 30 days of Tenant's actual payment of the tax bill.

8(c) Exclusions. Unless the following become a substitute for the Taxes described in this Article 8, Tenant shall have no responsibility for any of the following, which shall be the sole responsibility of Landlord: income, excess profits, estate, single business, inheritance, succession, transfer, capital or other tax or assessment upon Landlord or the rentals payable under this Ground Lease.

8(d) Rebates. Any rebates, refunds, or abatements of real estate taxes received by the Landlord subsequent to payment of taxes by the Tenant shall be immediately refunded to Tenant.

8(e) Contest. If Tenant shall not contest Taxes at any time that such contest is available, Tenant shall notify Landlord of same, and Landlord may contest Taxes at Tenant's expense (to the extent of savings).

10(a) Repairs Required by Governmental Authorities. Any repairs, alterations or other improvements required by governmental authority shall be performed by Tenant at its sole cost and expense. Said repairs, alterations or other improvements shall be commenced by Tenant not more than thirty (30) days after the date that Tenant has been notified of the requirement of said repairs.

Article 13-CASUALTY DAMAGE

13(a) Damage, Destruction and Obligation to Rebuild. Tenant acknowledges and agrees that Landlord and Landlord's Lender shall have the right to participate in the negotiation of any award made by any insurer pursuant to this Article. Such repair, restoration and rebuilding (all of which are herein called "Repair") shall be commenced within a reasonable time, but no more than 60 days after such insurance proceeds are made available by Tenant's insurer and permits necessary to authorize such rebuilding have been issued, and shall be diligently pursued to completion. Notwithstanding the foregoing, the provisions of this Article 13 shall be subject to the provisions of Article 34-Force Majeure. * Insurance payment assigned by Tenant pursuant to Article 13(b).

13(b) End of the Term. Tenant shall not be required to repair any casualty damage to the Improvements, if such casualty damages the Improvements during the final two (2) years of the Term or any Extended Term. If Tenant does not elect to repair, it shall so notify Landlord and assign all insurance proceeds directly to Landlord and this Ground Lease shall terminate effective as of the date of damage.

ARTICLE 14-LIABILITY INSURANCE

14(a)-Liability Insurance. Tenant's public liability insurance shall name Landlord's beneficiary Landlord and Landlord's Mortgagee as additional insureds. The public liability insurance shall have a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000). Said policy or policies shall contain Contractual Liability Insurance recognizing the liability assumed in this Article, and shall only be with a financially sound insurer.

Such policy of insurance maintained by Tenant shall provide that the insurance is not contributing with the coverage which Landlord may carry and is primary insurance coverage and not excess insurance coverage or overage insurance coverage.

14(b)-All Risk Policy to be Maintained. Tenant's coverage pursuant to the terms of this Article shall be in force and effective on the date Tenant enters the Premises to commence construction pursuant to the terms of Article 3. Tenant will maintain at all times during the Term an All Risk type property insurance policy subject to standard exclusions, terms and conditions (also know as a Special Perils Policy) with an Extended Coverage Endorsement, Environmental Impairment Liability Coverage and Underground Storage Tank Coverage insuring against damage to any portion of the Premises and Improvements (including, but not limited to, fire, theft, collapse, damage from fire sprinklers, water

leakage, vandalism or malicious mischief perpetrated by any person including, without limitation, any servant, employee, agent, contractor, or representative of Landlord or Tenant) including the building front, and appurtenances thereto, including complete sign coverage, but excluding Tenant's trade fixtures, equipment and inventory (hereinafter, "Policy"). The required ~~All-Risk~~ Policy shall include rent loss insurance payable to Landlord for a period of not less than twelve (12) months. Such insurance shall be in the full amount of replacement value, without deduction for physical depreciation and shall provide that the proceeds of any loss shall be payable in the manner provided for in this Ground Lease. Tenant's All Risk Policy shall also name Landlord and Landlord's Mortgagee as additional loss payees as their interest may appear. Landlord's beneficiary

14(c) Notice of Termination and Certificates of Insurance. Such policy of insurance maintained by Tenant pursuant to this Article 14 shall provide that: (a) the same is not contributing with the coverage which Landlord may carry and is primary insurance coverage and not excess insurance coverage or overage insurance coverage; and (b) the company writing said policy will give at least thirty (30) days notice to Landlord in writing of any cancellation, lapse, or failure to renew, or any material modification of coverage to the party designated on the insurance certificate as the holder thereof.

Each party agrees to deliver to the other certificates of insurance evidencing the existence in force of the policies of insurance described in this Article. Such certificate shall provide that such insurance shall not be canceled or materially amended unless thirty (30) days prior written notice of such cancellation or amendment is given to the party designated on such certificate as the holder thereof.

14(d) Waiver of Subrogation. Tenant and Landlord hereby waive and release any and all right of recovery against the other, including employees and agents, arising during the Term for any and all loss, or damage to any property located within or constituting a part of the Premises which loss or damage arises from the perils covered by the Policy or which right of recovery arises from loss of earnings or rents resulting from damage caused by such a peril. This mutual waiver is in addition to any other waiver or release contained in this Ground Lease. Landlord and Tenant shall give written notice to its insurers of the provisions of this waiver and release and have its insurance policies endorsed, if required, to prevent invalidation of insurance coverage by reason of this waiver and release.

ARTICLE 15-INDEMNITY

15(a)-Commencement of Indemnification Obligation Tenant's obligation pursuant to the terms of this Article 15 shall commence and be in force and effective on the date Tenant enters the Premises to commence construction pursuant to the terms of Article 3, and shall survive the expiration of the Term and Extended Term.

Article 16-GASOLINE

16(a) Review of Remedial Measures. Landlord shall have the right to review ^{and approve} Tenant's proposed Remedial Measures prior to Tenant's commencement of the Remedial Measures. Landlord's approval shall not be unreasonably withheld or delayed.

16(b) Use of Hazardous Substances. Except for Tenant's storage, dispensing and sale of gasoline and petroleum products at, on or under the Premises, and other products offered in the normal course and customary operation of Tenant's business, Tenant shall not cause or permit any Hazardous Substances (as defined below) to be used, stored, generated, or disposed of on or in the Premises or the improvements without Landlord's prior written consent, except for normal office products and supplies of the type, and in the amount used in the normal course of business and in compliance with applicable laws, rules, or regulations.

As used in this Ground Lease "Hazardous Substances" means any substance that is toxic, etiological, ignitable, reactive, or corrosive or that is regulated by any Federal, state or local governmental agency, law, rule, or ordinance, and includes without limitation, asbestos, polychlorinated biphenyls, petroleum products, substances that are or may be toxic to humans, animals, plants, or the environment, and any and all materials or substances defined as "Hazardous Waste", "Extremely

Hazardous Waste" or a "Hazardous Substance" pursuant to any Federal, state or local governmental agency, law, rule or ordinance.

16(c) Tenant's Compliance Obligations. Tenant shall be required to comply with all registration, reporting, inspection and testing requirements and regulations imposed by any Federal, state or local governmental agency, law, rule, or ordinance due to Tenant's storage, dispensing and sale of gasoline and petroleum products at, on or under the Premises. Furthermore, Tenant shall supply copies of any documentation evidencing Tenant's compliance with the foregoing, to Landlord, upon the written request of Landlord.

16(d) Tenant's Access to Premises After End of Term. Notwithstanding anything in this Article 16, if Tenant requires access to the Premises after the expiration or earlier termination of this Lease to perform its obligation under this Article 16, such access shall, to the extent it does not interfere with the leasing of the Premises, or its use by such new tenant, (a) be permitted without additional costs for as long as reasonably necessary to comply with any governmental directives and (b) without Tenants being deemed a tenant at will.

If such activities are likely to unreasonably interfere with a subsequent tenant's use of the Premises, the parties agree to negotiate a reasonable access fee which would take into account the length of the needed access, the level of interference and reduction in rental income received by Landlord. If the parties cannot agree as to a reasonable amount for the access fee, both parties agree to choose a mutually acceptable appraiser or other mediator to decide on a fair access fee.

During the applicable time period necessary for Tenant to gain access to the Premises pursuant to this Section 16(d) to perform the Remedial Measures, Tenant shall be required to maintain all insurance policies as required in this Ground Lease as if the Term or any Extended Term of this Ground Lease was unexpired.

Article 17- ASSIGNMENT AND SUBLETTING

17(a) Assignment and Subletting Permitted. No such assignment of this Ground Lease or sublease of the Premises and/or Improvements shall modify or limit any right or power of Landlord under this Ground Lease or affect or reduce any obligation of Tenant hereunder, and all such Tenant obligations shall continue in full effect as obligations of a principal and not of a guarantor or surety, as though no assignment or subletting had been made. Tenant shall, within ten (10) days after the execution of any such sublease or assignment, deliver a conformed copy thereof to Landlord, including, in the event of an assignment, the assignee's assumption of the Tenant's Ground Lease obligations. Notwithstanding the foregoing, Tenant's entering into a franchise agreement with an operator for the convenience store-self service gasoline installation shall not constitute an assignment pursuant to the terms of this Article.

~~Article 18- EMINENT DOMAIN~~

~~18(a) Landlord's Fee Interest~~ Tenant agrees that it shall have no right to participate in any award made to Landlord for the Taking of any fee simple rights in the Premises. Notwithstanding the foregoing, Tenant shall be entitled to any award which shall be made regarding any of Tenant's signage located on the Premises.

Article 20-DEFAULT

20(a) Survival of Tenant's Obligations Notwithstanding any provision of this Article 20 regarding the termination or expiration of this Lease due to Tenant's default, Tenant's shall remain liable for the performance of any act, obligation or the payment of any monies to any party which Tenant would have been obligated to so do had the expiration of the Term or any Extended Term of the Ground Lease not occurred due to Tenant's default.

Article 23-CONDITIONS PRECEDENT

23(a) Satisfaction of Development Contingencies. Tenant shall have until ~~September 15, 1997~~ ^{February 18, 1998} to satisfy the Conditions Precedent stated in Section 23(a), (b), (c), and (d) ^{and (e)} of the Ground Lease. Prior ~~to September 15, 1997~~ ^{to terminate this Lease,} Tenant shall have the right, at Tenant's reasonable discretion, ^{should} ~~shall~~ be unable to satisfy the Conditions Precedent stated in Sections 23(a), (b), (c), and (d) ^{and (e)} of the Ground Lease. Upon written notification to the Landlord of Tenant's termination of the Ground Lease, the Ground Lease shall be null and void, and Tenant and Landlord shall have no further obligation to each other.

February 18, 1998,

If no such notice is given, then the Conditions Precedent shall be deemed ^{not} satisfied or waived by the Tenant, ~~both parties shall continue to be bound under the terms of the Ground Lease, and the Earnest Money shall become non-refundable to the Tenant.~~ and the Lease terminated and of no further force or effect.

Notwithstanding the foregoing, if the Conditions Precedent are not satisfied prior to ~~September 15, 1997~~ ^{February 18, 1998}, then Tenant shall have the right, by written notice to Landlord, prior to ~~September 15, 1997~~ ^{February 18, 1998}, to either: (i) unilaterally extend the period for satisfying the Conditions Precedent for 3 separate additional 30 day periods (Extended Condition Precedent Period) by tendering an additional \$8,000.00, in advance for each 30 day period. Any payment made to Landlord pursuant to the Extended Condition Precedent Period shall become non-refundable to the Tenant but shall be applied to Rent if Tenant does not terminate this Ground Lease.

Notwithstanding the foregoing, if upon expiration of the time period stated above for satisfaction of the Conditions Precedent or upon expiration of any Extended Condition Precedent Period, Tenant has applied for and in Tenant's reasonable opinion has ascertained that the issuance of applicable permits shall be forthcoming, Tenant agrees ^{**} to waive the Conditions Precedent stated in Section 23(a), (b), (c), and (d) ^{** may elect at Tenant's discretion} of the Ground Lease.

~~23(b) Satisfaction of Geotechnical and Environmental Contingencies. Tenant shall have until September 15, 1997 to satisfy the Conditions Precedent stated in Section 23(c) of the Ground Lease.~~

Article 24-LANDLORD'S COVENANTS

24(a) Landlord's Title Status. Notwithstanding the provisions of this Article 24 above regarding Landlord's title status, Landlord represents to Tenant that as of the date of this Ground Lease, Landlord has not acquired title to the Premises. Pursuant to such, Landlord and Tenant acknowledge and agree that the terms, provisions and obligations of Landlord under this Ground Lease are expressly contingent upon Landlord acquiring title to the Premises.

Upon Landlord acquiring title to the Premises, Landlord represents and warrants that it shall have full authority to execute and perform the terms, provisions and obligations of this Ground Lease and to grant the leasehold estate to Tenant. Tenant, provided Tenant is not in default hereunder, shall have peaceful and quiet enjoyment of the Premises without hindrance or disturbance by Landlord or those claiming by, through or under Landlord, or any other person or entity whatsoever.

~~Furthermore, if the date Landlord acquires title to the Premises is extended past September 1, 1997 all pertinent dates stated herein shall be extended by a number of days equal to the number of days beyond September 1, 1997 that Landlord acquires title to the Premises. If Landlord does not acquire title to the Premises by July 1, 1998, Tenant shall have the right to terminate this Lease.~~

Article 25-Leasehold Title Policy. Within the time period provided for in Article 23 of this Ground Lease, Landlord shall deliver to Tenant a title commitment and all underlying recorded documents pertaining to the Premises (Title Commitment) for an American Land Title Association form B-1990 owner's title insurance policy issued by Chicago Title Insurance Company (CTIC) and a survey (Survey) being prepared under the land survey standards of the American Land Title Association for an Urban Survey acceptable to Tenant and Title Insurer so that Title Insurer shall issue a leasehold title policy with full extended coverage to Tenant.

remedies granted to Landlord in this Ground Lease and otherwise available at law.

Article 34- FORCE MAJEURE.

34(a) Notification. It shall be a condition of Landlord or Tenant's right to claim an extension of time as a result hereof that Landlord or Tenant's notify Landlord or Tenant as the case may be, in writing within ten (10) days after the occurrence of such cause, specifying the nature thereof and the period of time contemplated or necessary for performance.

Article 39-DEFAULT INTEREST RATE. If any sums payable hereunder by either party are not paid when due and all required notices of such a default have been given the defaulting party, then such overdue sums shall accrue interest at the Default Interest Rate (as hereinafter defined), from the date the period to cure shall have elapsed until paid in full. As defined herein the Default Interest Rate shall be an annual interest rate equal to the "prime rate" announced from time to time by American National Bank and Trust Company of Chicago, or, if that rate is unavailable, the Wall Street Journal prime rate, in either event plus five percent (5%), but in no event in excess of the maximum rate of interest permitted by applicable law.

Article 40-PARTIAL INVALIDITY. If any term, covenant, condition or restriction of this Ground Lease is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

Article 41-NO JOINT VENTURE Nothing contained in this Ground Lease, including Tenant's entering into a franchise agreement with an operator for the convenience store-self service gasoline installation, shall be deemed or construed by the parties hereto or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any other association between the parties other than Landlord and Tenant, or to prevent Landlord or Tenant from entering into ventures in direct competition with the Premises, or the Improvements.

Article 42-TIME OF THE ESSENCE. Time is of the essence of the performance of each provision of this Ground Lease.

Article 43-WAIVER. The waiver of performance of any covenant, term or condition of this Ground Lease by Landlord or Tenant shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The various rights, options, elections, powers and remedies of the parties contained in this Ground Lease shall be construed as cumulative and no one of them exclusive of any other or of any legal or equitable remedy which either party might otherwise have in the event of a breach by the other, and the exercise of one right or remedy by a party shall not in anyway impair its right to any other right or remedy.

Article 44-LIMITATION OF LIABILITY. Notwithstanding anything to the contrary provided in this Ground Lease, it is understood and agreed that there shall be absolutely no personal liability on the part of the Landlord or any beneficiary, officer, director, shareholder, partner, employee or agent of Landlord (or any successor corporate Landlord or any partner of any limited or general partnership which is or may become Landlord or any individual or other entity) with respect to any of the terms, covenants and conditions of this Ground Lease, and Tenant shall look solely to the equity, if any, of Landlord in the Premises for the satisfaction of each and every remedy of Tenant in the event of breach or default by Landlord of any of the terms, covenants and conditions of this Ground Lease, such exculpation of personal liability to be absolute and without any exception whatsoever. No other property or assets of Landlord shall be subject to judgment, levy, execution or other enforcement procedure for the satisfaction of Tenant's remedies under or with respect to this Ground Lease, the relationship of Landlord and Tenant hereunder or Tenant's use or occupancy of the Premises.

Article 45-UNEXECUTED GROUND LEASE. The submission of this Ground Lease for examination does not constitute a reservation for the Improvements, and this Ground Lease becomes effective only

If Landlord fails to have the Unpermitted Title Exceptions and Survey Defects removed or correct any Unpermitted Title Exceptions and Survey Defects, or in the alternative, to obtain a waiver or title indemnity over said Unpermitted Title Exceptions and Survey Defects within the specified time, Tenant may terminate this Ground Lease with written notice to Landlord within thirty (30) days following the expiration date.

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ADDENDUM-10A

7

STATE OF ILLINOIS)
)
COUNTY OF COOK)

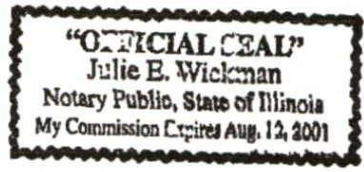
I, Julie Wickman, a Notary Public in and for said County in the State aforesaid, do hereby certify that Kimberly A. Muich, the Vice president of Midwest Trust Services, Inc., not personally but as trustee under Trust Agreement dated July 23, 1997 and known as Trust No. 97-6-7211, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that (s)he signed and delivered such instrument as the Vice president of Midwest Trust Services, Inc., not personally but as trustee under Trust Agreement dated July 23, 1997 and known as Trust No. 97-6-7211 as his/her own free and voluntary act and as the free and voluntary act of Trust, for the uses and purposes set forth therein.

Given under my hand and Notarial Seal, this 20th day of October, 1997.

Julie E. Wickman
Notary Public

My commission expires:

August 12, 2001



STATE OF _____)
)
COUNTY OF _____)

I, _____, a Notary Public in and for said County in the State aforesaid, do hereby certify that _____, the _____ president of the Southland Corporation, a Texas Corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument as such _____ president of The Southland Corporation, a Texas Corporation, appeared before me this day in person and acknowledged that (s)he signed and delivered such instrument as his/her own free and voluntary act and as the free and voluntary act of said partnership, for the uses and purposes set forth therein.

Given under my hand and Notarial Seal, this _____ day of _____, 1997.

Notary Public

My commission expires:

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STORE FRANCHISE AGREEMENT

In consideration of the mutual promises and agreements contained in this Agreement, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Statement of Intent and Definitions.

(a) Statement of Intent.

(1) Franchising is a method of distributing goods or services in a consistent manner. The customer expects a similar shopping experience at a franchised business, regardless of its location or operator. By signing this Agreement, you acknowledge the importance of these concepts, and agree to participate in the 7-Eleven System, which promotes a uniform method of operating a convenience store. You recognize that a uniform presentation of a high quality 7-Eleven Image is critical to the customer's perception of the 7-Eleven System, and that you agree to contribute to that perception by operating your Store in compliance with this Agreement, with the 7-Eleven Operations Manual and with the 7-Eleven System.

(2) You recognize the benefits to you and the 7-Eleven System (including the benefits of scale that a large chain gets from its high volume of purchases) of purchasing the products and services sold at your Store from common vendors and/or distributors. You agree: (a) to operate your Store in a way that recognizes the right and responsibility of the retailer to provide value to 7-Eleven customers and (b) to order the products and services 7-Eleven customers want, introduce new products, manage frequent deliveries, discontinue offering slow selling items, and provide excellent customer service.

(3) You acknowledge and agree that providing excellent customer service is vital to the success of the 7-Eleven System and your Store, and that excellent customer service includes, among other things: (a) proficiency in the English language, (b) a clean and neat personal appearance by you and your employees, (c) prompt, efficient and courteous service to all customers, including greeting and thanking each customer, and any other standards we identify from time to time.

(4) You agree that the 7-Eleven System is subject to modification based on changes in technology, competitive circumstances, customer expectations, and other market variables. Those changes to the 7-Eleven System may include changes in operating standards, products, programs, services, methods, forms, policies and procedures; changes in the design and appearance of the building, signage and equipment; changes to the 7-Eleven Operations Manual; and changes to the Service Mark and Related Trademarks.

(5) We agree to assist you by providing a recognized brand, merchandising advice and operational systems designed to meet the needs of 7-Eleven customers. We also agree to contribute to the value of the 7-Eleven Service Mark and brand by fulfilling those duties and tasks assigned to us in this Agreement as our responsibility within the 7-Eleven System.

(6) You recognize the advantages of the 7-Eleven System and wish to obtain a franchise for a 7-Eleven Store. You understand that an investment in the Store involves business risks and that your business abilities and efforts are vital to the success of the Store. You agree that the terms of this Agreement are acceptable to you, and are material and reasonable.

(b) Headings. The captions used in the paragraphs and subparagraphs of this Agreement are inserted only for purpose of reference. These captions will not govern, limit, modify or in any other manner affect the scope, meaning or intent of the provisions of this Agreement or any part thereof, nor will they otherwise be given any legal effect.

(c) **Definitions.** "We," "us", "our" or "7-Eleven" means 7-Eleven, Inc., the franchisor. "You" or "your" means the Franchisee, as defined more fully in Exhibit E. Initially capitalized terms used in this Agreement are defined in Exhibit E or in one of the other Exhibits to this Agreement.

2. Independent Contractor. You and we agree that this Agreement creates an arm's-length business relationship and does not create any fiduciary, special or other similar relationship. You agree: (a) to hold yourself out to the public as an independent contractor; (b) to control the manner and means of the operation of the Store; and (c) to exercise complete control over and responsibility for all labor relations and the conduct of your agents and employees, including the day-to-day operations of the Store and all Store employees. You and your agents and employees may not: (i) be considered or held out to be our agents or employees or (ii) negotiate or enter any agreement or incur any liability in our name, on our behalf, or purporting to bind us or any of our or your successors-in-interest. Without in any way limiting the preceding statements, we do not exercise any discretion or control over your employment policies or employment decisions. All employees of the Store are solely your employees and you will control the manner and means of the operation of the Store. No actions you, your agents or employees take will be attributable to us or be considered to be actions obligating us.

3. Franchise Fee and Down Payment. You agree to pay us the Franchise Fee and the Down Payment stated in Exhibit D upon the execution of this Agreement. Except as provided in Paragraphs 4 and 6 with respect to the Down Payment and Paragraphs 4, 6, 26, and 27 with respect to the Franchise Fee, the Down Payment and the Franchise Fee will be deemed fully earned and nonrefundable when paid in consideration of the administrative and other expenses we have incurred in granting the franchise.

4. Training; 7-Eleven Operations Manual.

(a) **Initial Training.** Prior to the Effective Date, you agree to be certified by us as having satisfactorily completed the initial training program for operating a franchised 7-Eleven Store. You become certified in the following manner. If you are one (1) individual, then you will be the trainee, and you may designate up to one (1) additional individual that we approve to be an additional trainee. If you are two (2) individuals, then those two (2) individuals will be the trainees. You agree to pay for all expenses related to initial training, except our costs of providing the initial training. If you elect to obtain initial training for more than two (2) individuals at any time during the term of this Agreement, you will pay us an additional fee for such training in an amount we deem appropriate. At any time before the Effective Date, if any of your trainees do not show an understanding of the training, are not satisfactory to us in any respect, or are otherwise not progressing in the initial training program in a manner satisfactory to us, we may stop providing initial training to such trainee(s) or refuse to certify, or revoke the certification of, any such trainee(s). If we discontinue initial training, do not certify, or revoke the certification of any trainee, then: (a) the business relationship, if any, between you and us will immediately terminate; (b) this Agreement will not become effective and will be null and void; and (c) we agree to refund the Down Payment and the Franchise Fee to you, without interest, after deducting any amount you owe us, including any initial training expenses for which we have reimbursed you or which we have paid on your behalf. If you incur any expenses in attempting to obtain a 7-Eleven Store franchise or if you rely in any other way on obtaining a franchise from us (including incurring out-of-pocket expenses other than those for which we may reimburse you under this Paragraph 4), then you agree that you will have done so solely at your own risk, based on your own judgment and not in reliance upon any statements or representations from us or our agents or representatives.

(b) **Ongoing Training.** We agree to offer additional training that we deem necessary based on changes in the 7-Eleven System. You agree to be responsible for all expenses, including any computer programs we deem necessary, the costs of travel, lodging, meals and wages, incurred by your trainees and other personnel in connection with any additional training program. You agree to participate, and to require your employees to participate, in any additional training programs we make available relating to the proper sale of age restricted products or the sale of other products that are regulated and which could lead to a violation of law if not properly

sold, as well as other training programs we designate as required. You and your employees must successfully complete any required additional training to our satisfaction. We may make additional training programs available through computers or other electronic devices, and you will be required to use such equipment to complete additional training.

(c) Employee Training. You agree to at all times keep your Store employees adequately trained in the operation of the 7-Eleven Store so that your employees can provide excellent customer service and properly carry out the operations of the Store in accordance with the 7-Eleven System and this Agreement.

(d) 7-Eleven Operations Manual. We agree to provide you with access to our 7-Eleven Operations Manual on the 7-Eleven Intranet through your in-Store computer, or through any other means we deem appropriate. The 7-Eleven Operations Manual provides information regarding, among other things, the 7-Eleven System, providing excellent customer service, training, Store operations and accounting procedures. You acknowledge the importance of the 7-Eleven Operations Manual and agree to comply with all standards, specifications, operating procedures and other material contained in the 7-Eleven Operations Manual, as amended from time to time. We may modify the 7-Eleven Operations Manual at any time in our sole discretion. We may provide assistance and information to you through methods other than the 7-Eleven Operations Manual.

5. Ownership of 7-Eleven System; Confidentiality; Noncompetition.

(a) Ownership of 7-Eleven System. You acknowledge that we are and will remain the sole owner of all rights in and to the 7-Eleven System, the 7-Eleven Operations Manual, any information, manuals, materials, and any other confidential communications (whether in electronic or other form) provided to you concerning the operation of a 7-Eleven Store or related to the 7-Eleven System, and that you are acquiring no property interest in or other right to them, other than a license to use them during the Term of this Agreement. You agree to at all times treat the 7-Eleven Operations Manual and any other manuals, materials, confidential communications, and the information contained therein, as confidential and must maintain such information as secret and confidential in accordance with Paragraph 5(b).

(b) Confidentiality. During the Term of this Agreement and thereafter, you agree: (i) not to communicate, divulge or use the Confidential Information for the benefit of any other person or entity and, following the expiration, termination, or transfer of this Agreement; (ii) not to use the Confidential Information for your own benefit; (iii) to divulge such Confidential Information only to those of your employees who must have access to it in order to operate the Store. Except as we may expressly permit in writing, you agree not to at any time download, print, transmit via e-mail or any other means, copy, duplicate, record, or otherwise reproduce the Confidential Information, in whole or in part, or otherwise make the Confidential Information available to any unauthorized person. The agreement in this Paragraph 5(b) will survive the expiration, termination or transfer of this Agreement or any interest herein and will be perpetually binding upon you. At our request, you agree to obtain execution of agreements similar to those set forth in this Paragraph 5(b) from your employees, agents, independent contractors, and any other of your personnel who have received or will have access to the Confidential Information. Such agreements must be in the form that we require.

(c) New Developments. If you or your employees develop any new concept, process or improvement in the operation or promotion of the Store, you agree to promptly notify us and provide us with all necessary related information, without compensation. You hereby grant to us a perpetual royalty-free license to use and sublicense the use of any such concept, process or improvement in any way we choose.

(d) Noncompetition.

(1) In-Term Non-compete. Except as otherwise permitted by us in writing, during the term of this Agreement, you agree not to, for yourself, or through, on behalf of or in conjunction with any other person, partnership, corporation, limited liability company or other entity or association, maintain, operate, engage in, or

have any financial or beneficial interest in, advise, assist, make loans to, or lease to, a Competitive Business which is, or is intended to be, located within ½ mile of any 7-Eleven convenience store, except for any interest you: (a) had in a Competitive Business as of the Effective Date of this Agreement; or (b) have in a Competitive Business located within ½ mile of a 7-Eleven convenience store that you owned prior to our opening of such 7-Eleven convenience store.

(2) **Post-Term Non-compete.** Except as otherwise permitted by us in writing, for a continuous uninterrupted period commencing on the expiration, termination, or transfer of all of your interest in this Agreement and continuing for one (1) year thereafter, you agree not to, for yourself, or through, on behalf of or in conjunction with any other person, partnership, corporation, limited liability company or other entity or association, maintain, operate, engage in, or have any financial or beneficial interest in, advise, assist, make loans to, or lease to, a Competitive Business which is, or is intended to be, located at the site of the Store or at the site of any former 7-Eleven Store within two (2) years of it last being operated as a 7-Eleven Store.

(3) Nothing in this Paragraph 5(d) will prevent you from owning, for investment purposes only, an ownership interest in a business entity as a passive investor without any involvement in the operations of such business entity.

(4) You and we agree that the foregoing agreement contains reasonable limitations as to time, geographical area and scope of activity to be restrained and does not impose a greater restraint than is necessary to protect our goodwill or other business interests. Such agreement will be construed as independent of any other agreement or provision of this Agreement. If all or any portion of an agreement in this Paragraph 5(d) is held unreasonable or unenforceable by a court having valid jurisdiction in an unappealed final decision to which we are a party, you agree to be bound by any lesser agreement imposed by or resulting from the court order as if the resulting agreement were separately stated in and made a part of this Paragraph 5(d).

(5) You acknowledge that we will have the right, in our sole discretion, to reduce the scope of any agreement in this Paragraph 5(d) without your consent, effective immediately upon notice to you, and you agree to promptly comply with any agreement as so modified.

(6) You agree that the existence of any claims you may have against us, whether arising under this Agreement or otherwise, will not constitute a defense to the enforcement by us of this Paragraph 5(d).

(7) You acknowledge that any breach of any of the terms of the covenant contained in Paragraph 5(d) will result in irreparable injury to us and that we are entitled to injunctive relief to prevent any such breach.

6. **Effective Date.**

(a) **Commencement of Obligations.** Your and our rights and obligations derived from the grant of the franchise and the right to become part of the 7-Eleven system of franchisees (including those set forth in Paragraphs 7(a), 8, 10, 11, 12, 14, and 17) will begin as of the Effective Date. All of your and our other rights and obligations (including, without limitation, those in Paragraphs 4, 5, 6, 7(b), 18, 19, 25, 26, 27, and 28) will become effective as of the date that the last party executes this Agreement.

(b) **Conditions to Occurrence of Effective Date.** We agree to use our best efforts to make the Store available to you within a reasonable time. However, you agree that, in order for the Effective Date to occur, all of the following conditions must be met to our sole satisfaction on or before the date the Store becomes available: (1) you and any of your trainees must be certified by us as having satisfactorily completed the initial training program; (2) you will have paid us all amounts that you owe to us under this Agreement; (3) all licenses, permits, and bonds required by applicable laws or regulations or by us for the operation of the Store (or any portion of the Store) must be available and, where possible, obtained; (4) you will not have granted a security interest in the Collateral

or the franchise to anyone except us or our Affiliate; (5) you will not have made any misrepresentation to us in connection with obtaining the 7-Eleven Store franchise; and (6) you will not have taken any action that would be, or is, a breach of this Agreement.

(c) Failure to Meet Conditions for Effective Date to Occur. If (1) you fail to meet any of the conditions contained in Paragraph 6(b); (2) the Store is not available within ninety (90) days after you satisfactorily complete initial training; or (3) the Effective Date does not occur within one hundred-twenty (120) days after the date you and we signed this Agreement (or, if the Store is under construction, within thirty (30) days after the completion date, if such date is later than one hundred-twenty (120) days after you and we signed this Agreement), then, except for your post-termination obligations and Paragraph 5, this Agreement will not become effective and will be null and void and of no further force or effect, unless you and we agree in writing otherwise. If this Agreement does not become effective as provided in this Paragraph 6(c) through no fault of yours, then we agree to refund the Down Payment and the Franchise Fee to you, without interest, minus any amount you owe us as provided in this Agreement.

7. License.

(a) Grant of License. As of the Effective Date, we grant to you, upon the terms and conditions in this Agreement, the right and license, and you accept the right and obligation, to operate a 7-Eleven Store at the Store location identified in Exhibit A in accordance with this Agreement under the Service Mark, Related Trademarks, and the 7-Eleven System and to use the Trade Secrets and the Proprietary Products in connection with the operation of the Store.

(b) Reserved Rights. You agree that this Agreement does not grant you any exclusive or protected territory. You further acknowledge that we are not obligated to grant any additional franchises to you. This Agreement does not grant you the right or license to operate the Store or to offer or sell any products or services offered and sold by 7-Eleven Stores at or from any location other than the Store location identified in Exhibit A or through any other channel or method of distribution other than a 7-Eleven Store, including by or through the Internet or similar electronic media. You agree that we and our Affiliates retain all other rights, including the right to establish and operate, and to grant others the right to establish and operate, convenience or other stores under the Service Mark and Related Trademarks, any trade names, and other service marks and trademarks, at any site other than the Store location, including sites that are adjacent or proximate to the Store location. We and our Affiliates also retain the right to offer and sell, and grant others the right to offer and sell, any products and services similar or dissimilar to those offered by 7-Eleven Stores, whether identified by the Service Mark, Related Trademarks or by other trademarks, trade names or service marks, through any other channel or by any other method of distribution, including by or through the Internet or similar electronic media, on any terms and conditions we deem appropriate. If we decide to subcontract to you (and you agree to accept) certain of our obligations in connection with the sale of products and/or services over the Internet, we will compensate you for your efforts to fulfill those obligations in a reasonable amount to be mutually agreed upon by you and us.

8. Lease.

(a) Lease of Store and 7-Eleven Equipment; Use of 7-Eleven Equipment.

(1) Beginning on the Effective Date, we lease the Store and 7-Eleven Equipment to you solely for the operation of a franchised 7-Eleven Store pursuant to this Agreement and in accordance with the 7-Eleven System. You agree to comply with all local, state and federal laws, statutes, regulations, ordinances, and rules of any applicable governmental entity with respect to the operation, use, repair and possession of the Store and the 7-Eleven Equipment.

(2) If we currently own the Store, we may sell the Store and lease it back or enter into other similar transactions in connection with a financing of the Store or the improvements. If we currently lease the

Store, then the Lease to you is a sublease and certain provisions of the master lease are included on Exhibit A. If we are not currently leasing the Store but we lease it in the future, the Lease to you will be a sublease, and we will amend Exhibit A to summarize certain provisions of the master lease. You agree to comply with all terms and provisions of the master lease referred to in Exhibit A and not cause a breach of any such master lease. We reserve from the Lease and/or common area such portions thereof, if any, as we may elect to use for: the installation of banking or other similar equipment, attended or self-service gasoline, attended or self-service car washes, a photo kiosk, signs or bill boards, or telecommunications towers and other telecommunications equipment of any type, and any additional areas that we consider necessary for the installation, maintenance, repair, and operation of related equipment. You agree to give us unobstructed non-exclusive rights to enter and exit in connection with these reserved rights. Unless otherwise provided in a separate agreement between you and us or our Affiliate or an amendment to this Agreement, we will credit to your Open Account an amount equal to the rentals and similar fees we receive for use of any portion that we reserve from the Lease, after deducting from such rentals and similar fees the amount determined by multiplying the rentals and similar fees by the percentage used to calculate the 7-Eleven Charge. You agree that we may remodel the Store at any time in accordance with one of our remodel programs and that you cannot remodel the Store without our prior written consent.

(3) If we currently own the 7-Eleven Equipment, we may sell it and lease it back or enter into other similar transactions in connection with a financing of the 7-Eleven Equipment. If we currently lease the 7-Eleven Equipment, then the Lease to you is a sublease, and certain provisions of the master lease are included on Exhibit B. If we are not currently leasing the 7-Eleven Equipment but we lease it in the future, then the Lease to you will be a sublease, and we agree to amend Exhibit B to summarize certain provisions of the master lease. You agree to comply with all terms and provisions of the master lease referred to in Exhibit B and not cause a breach of any such master lease. We may, at our option, remove or replace any of the 7-Eleven Equipment or add new 7-Eleven Equipment, including cash registers and point of sale computers and 7-Eleven Equipment of a type or category other than currently exists. Any new or additional 7-Eleven Equipment will be added to the list of 7-Eleven Equipment on Exhibit B or we agree to otherwise provide you with electronic or written notice of such changes to the 7-Eleven Equipment. You agree to, at all times use, as we require, all 7-Eleven Equipment currently in the Store or that we add to the Store. We may provide you with replacement Equipment if certain Equipment is damaged or becomes inoperable. If you fail to promptly return the damaged or inoperable equipment to us, we may charge you for the cost of the replacement Equipment by debiting your Open Account.

(4) You may not modify, alter, remodel (4) or add to the Store or 7-Eleven Equipment or discontinue using any of the 7-Eleven Equipment required under the 7-Eleven System without first obtaining our written consent.

(b) Third Party Beneficiary. You are not a third-party beneficiary of, and will have no right directly or independently to enforce, any master lease. Such rights are reserved to us to exercise in our sole discretion on a case by case basis. We are not assigning to you any rights of exclusivity or non-competition or any other rights or remedies under any master lease, and we may elect to enforce, or not to enforce, our rights under any master lease (including rights of exclusivity and non-competition), in our sole discretion. In the event we elect to enforce such rights, any proceeds paid to us as a result will be first applied to reimburse us for our attorneys' fees and costs incurred. Any remaining proceeds resulting from a finding in our favor with respect to breaches of exclusivity or non-competition covenants in the master lease will be credited to your Open Account after deducting from such proceeds the amount determined by multiplying the remaining proceeds by the percentage used to calculate the 7-Eleven Charge. However, our agreement to share proceeds resulting from our enforcement of such provisions in any master lease does not imply that you have any rights or remedies under the master lease.

(c) DISCLAIMER OF WARRANTIES. YOU AGREE TO TAKE ALL OF THE STORE AND 7-ELEVEN EQUIPMENT LEASED UNDER THIS AGREEMENT IN "AS-IS" CONDITION, WITH ALL FAULTS AND DEFECTS, SUBJECT TO THE MASTER LEASE, IF ANY, AND ALL DOCUMENTS OF RECORD AFFECTING THE STORE AND THE 7-ELEVEN EQUIPMENT. WE MAKE NO WARRANTY,

EXPRESS OR IMPLIED, WITH RESPECT TO THE STORE AND THE 7-ELEVEN EQUIPMENT, INCLUDING WARRANTIES OF HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, NON-DISTURBANCE, INTERFERENCE OR INFRINGEMENT.

(d) Condemnation Awards. We will be entitled to all awards paid in connection with any condemnation affecting the Store and, to the extent necessary to effectuate this provision, you assign to us all rights in any condemnation award to which you may be entitled, whether for loss of profits, goodwill, moving expenses, loss of leasehold or otherwise. Any proceeds from a condemnation award paid to us will be first applied to pay our attorneys' fees and costs incurred. Provided you do not Transfer or receive a Refund pursuant to Paragraph 26(e), any remaining condemnation award proceeds specifically attributed to the "goodwill of the Store as a going concern" will be credited to your Open Account after deducting from such proceeds the amount determined by multiplying the remaining proceeds by the percentage used to calculate the 7-Eleven Charge.

(e) Breach of Lease. You and we intend to create only a landlord-tenant/lessor-lessee relationship with respect to the Lease provided herein. If you breach this Agreement, then we will be entitled (in addition to any other rights under this Agreement) to invoke all judicial and other rights and remedies available to a landlord or lessor, at law or in equity, including summary proceedings for possession of leased property; the right to appointment of a receiver or similar remedies; and/or the right to terminate, cancel, or declare a forfeiture of this Lease. If you receive notice of breach, non-renewal or termination from us and you fail to vacate the Store and surrender the 7-Eleven Equipment prior to the effective date of termination stated in the notice, then you will be deemed to be a tenant at sufferance and a trespasser, you agree to immediately vacate and surrender the Store and the 7-Eleven Equipment, and you will not be entitled to any notice to quit or vacate.

9. **Term.** Unless sooner terminated as provided in Paragraph 26, the Term of this Agreement will end on the Expiration Date.

10. 7-Eleven Charge.

(a) 7-Eleven Charge. You agree to pay us the 7-Eleven Charge for the License, the Lease and our continuing services. The 7-Eleven Charge is due and payable each Collection Period with respect to the Receipts from that Collection Period at the time the deposit of those Receipts is due. We may reconcile the 7-Eleven Charge account reflected in the Financial Summaries on a monthly or other periodic basis. At the reconciliation, we may make appropriate adjustments for changes in hours of operation or other items necessitating an adjustment to the total 7-Eleven Charge for the Accounting Period or any portion thereof. You may not withhold Receipts or prevent payment of the 7-Eleven Charge to us on the grounds of the alleged non-performance or breach of any of our obligations to provide services to you or any other obligations to you under this Agreement or any related agreement.

(b) Adjustment to 7-Eleven Charge for Failure to Meet Recommended Vendor Purchase Requirement. If at any time during the Term of this Agreement we determine based upon data available to us ("Determination Date") that your total Purchases of all products, and, separately, total purchases of cigarettes, do not meet the Recommended Vendor Purchase Requirement for any consecutive three (3) full Accounting Periods, you agree that we may unilaterally amend this Agreement to increase the percentage used to calculate your 7-Eleven Charge by two (2) percentage points for the Accounting Period next following the Determination Date, regardless of whether you meet the Recommended Vendor Purchase Requirement for such Accounting Period. For example, if 50% was used to calculate your 7-Eleven Charge before the increase, 52% will be used to calculate your 7-Eleven Charge after the increase. After the Accounting Period in which the increased percentage is applied, the percentage previously used to calculate the 7-Eleven Charge may be reinstated; provided, however, that such percentage may be increased again pursuant to this Paragraph 10(b) if you fail to meet the Recommended Vendor Purchase Requirement for any other consecutive three (3) full Accounting Periods during the Term.

(c) Adjustment to 7-Eleven Charge upon Declaration of Invalidity of Certain Provisions. If any part of Paragraphs 15, 16 and/or 22 is declared invalid by a court of competent jurisdiction and we do not terminate this Agreement under Paragraphs 31(e) and 26(a)(8), then you agree that we may unilaterally amend this Agreement to increase the percentage used to calculate your 7-Eleven Charge by two (2) percentage points for the remainder of the Term of this Agreement. If we elect to terminate this Agreement under Paragraphs 31(e) and 26(a)(8), we will offer you a different 7-Eleven franchise agreement, which you do not have to accept, with a term equal to the term then-remaining under this Agreement, the terms of which will take into account the current economic situation, the effect of the court's final decision, and such other factors as we deem appropriate.

If we adjust your 7-Eleven Charge pursuant to Paragraph 10(b) or 10(c) above, then you will continue to pay the Advertising Fee pursuant to Paragraph 22(a) during the period of the adjustment. If we adjust your 7-Eleven Charge pursuant to Paragraph 10 (c) above, then you will continue to pay the Advertising Fee if allowed by the Court's decision.

11. Your Draws. Provided that you are not in breach of this Agreement, we agree to: (a) pay to you every week an amount equal to the Weekly Draw indicated in Exhibit D; (b) within approximately ten (10) Business Days after the end of each Accounting Period, notify you of the available Monthly Draw and Excess Investment Draw for such Accounting Period; and (c) within ten (10) days after we receive your written request for the available Monthly Draw and/or Excess Investment Draw, pay to you the amount of the available Monthly Draw and/or Excess Investment Draw that you specified in your request, such amount not to exceed the greater of the available Monthly Draw or Excess Investment Draw.

12. Bookkeeping and Financial Matters.

(a) Bookkeeping; Inspection of Records. We have the right to maintain Bookkeeping Records with respect to your operation of the Store as part of our records. You may perform or obtain any additional bookkeeping you wish. Either party may inspect records of the operation of the Store prepared or obtained by the other party where the records are maintained during normal business hours.

(b) Deposits; Cash Payments for Daily Purchases/Operating Expenses; Payment Methods.

(1) You agree to:

(i) properly prepare and date the Cash Report and submit it daily or at other times we specify;

(ii) deposit all Receipts into Store safes or other currency control devices as designated by us before depositing such Receipts in the Bank or night depository we designate;

(iii) deposit the Receipts for each Collection Period within twenty-four (24) hours after the end of the Collection Period in the Bank or night depository we designate, except for cash you spend from that day's Receipts for Purchases or Operating Expenses paid on that day, provided that you properly report, and provide us with invoices related to, such cash expenditures for Purchases and/or Operating Expenses; and

(iv) deliver to us, at the times we specify, written verification by the Bank of the deposit (this verification must be dated as of the next day the bank is open for business immediately following the end of the Collection Period).

(2) If we request, you agree to deliver the Receipts (except for authorized and documented cash expenditures for Purchases and Operating Expenses) to us rather than depositing the Receipts in the Bank. We have the right at any time to require that you cease paying for Purchases and/or Operating Expenses with cash out of the Receipts or limit those Purchases and/or Operating Expenses that you are permitted to make with cash out of the Receipts.

the payroll for your Store employees; provided, however, that we have the right to immediately pay all Electronic Invoices upon receipt and without your prior approval, subject to your right to dispute the accuracy of such Electronic Invoices with the vendor after payment; (3) pay you draw checks as provided in Paragraph 11; and (4) assist you in preparing and filing your business tax reports and returns (except your income tax, related personal tax returns, and governmental census reports) to the extent the information is available from the Bookkeeping Records. You authorize us to collect discounts and allowances that were not already deducted from invoices, and to charge you for the market value of any premiums you receive based upon Purchases. You acknowledge that we may prepare Interim Financial Summaries at any time.

(f) 7-Eleven Store Information System. You agree to use the 7-Eleven Store Information System in connection with your operation of the Store in accordance with our requirements. You agree that we own all information and data compiled by or stored in the 7-Eleven Store Information System, and that we will have electronic access to, and the right to use in any manner we elect (including selling and retaining all proceeds from such sales) the information compiled and managed by or stored in the 7-Eleven Store Information System or any other store information systems used at or by the Store at the times and in the manner that we specify. You may not in any way use or disclose all or any part of the information or data compiled by or stored in the 7-Eleven Store Information System, except in connection with your operation of the Store and as needed to effectively work with your Store suppliers. You may not sell all or any part of the information or data compiled by or stored in the 7-Eleven Store Information System to any individual or entity.

13. Open Account; Financing; and Minimum Net Worth.

(a) Open Account. As part of the Bookkeeping Records, we agree to establish and maintain an Open Account for you. You agree to pay us any unpaid balance in the Open Account upon expiration or termination of the Agreement or earlier as provided in Paragraph 13(b). We will debit all Purchases, Operating Expenses, draw payments to you and amounts you owe us which relate directly or indirectly to the operation of the Store to the Open Account for the Accounting Period in which we receive invoices, reports or other information with respect to such Purchases, Operating Expenses and amounts you owe us, regardless of when we pay such amounts for you. We will debit the difference between the Down Payment and the unpaid balance on your initial investment to the Open Account. We will credit all Receipts to the Open Account for the Accounting Period in which the Cash Report relating to those Receipts is dated, provided that you properly deposit those Receipts in the Bank, deliver them to us, or otherwise properly account for them as provided in this Agreement. We may also credit any amounts we owe you to the Open Account. We will compute the balance in the Open Account in the manner we consider appropriate on a monthly basis or at any time during an Accounting Period that we consider it necessary. We will show the Open Account balance in the Financial Summaries or Interim Financial Summaries that we prepare for each Accounting Period (or any portion thereof).

(b) Financing. We agree to finance any unpaid balance in the Open Account as a loan to you, provided that (1) you are not in Material Breach of this Agreement; (2) you have granted us, and we continue to have, a first lien on the Collateral; and (3) you have executed a Security Agreement and financing statements (including any renewal or continuation financing statements that we require). If at any time there has been a Material Breach by you or we believe that any of the conditions set forth above are not met or if we reasonably believe that our security interest is threatened, we may discontinue the financing described above. If we do so, you agree to immediately pay us the unpaid balance in the Open Account.

(c) Interest. If we provide financing on the unpaid balance in the Open Account as described above, then the amount of the unpaid balance in the Open Account at the beginning of each Accounting Period will bear interest for the number of days in the then-current Accounting Period at the rate specified in Exhibit D. If there is a credit balance in the Open Account at the beginning of any Accounting Period, then the amount of the credit balance will bear interest for the number of days in the then-current Accounting Period at the rate specified in Exhibit D. We will credit or debit, as applicable, to the Open Account an amount equal to the accrued interest.

(c) Proprietary Products. You agree that we have developed and may develop for use in the 7-Eleven System certain Proprietary Products all of which are proprietary to us and which are our Trade Secrets. You acknowledge the importance of the Proprietary Products to the 7-Eleven System, and agree to maintain in the Store at all times a Reasonable and Representative Quantity of all Proprietary Products listed in Exhibit G or otherwise in writing. We may change the Proprietary Products that you are required to offer from time to time upon reasonable notice (delivered in electronic or other form) to you either by unilaterally modifying Exhibit G or by otherwise providing you with written notice of the change in the Proprietary Products that you are required to offer. Effective beginning thirty (30) days after we notify you of the change, you agree to carry and offer for sale the new or modified Proprietary Products.

(d) Product Packaging and Display. If we require that a product (including a Proprietary Product) be sold in a standardized container or special packaging (including a container or package that bears the Service Mark), or be sold using certain display cases, equipment, or other related components (including bags and napkins), you may use only the standardized containers, packaging, display cases, equipment and other components that conform to the type, style and quality we specify and that bear any distinctive identification we may designate. You agree to properly account for these items as required by this Agreement and to carry all components designated by us as necessary for any Proprietary Product. You may use containers, packaging, display cases, equipment and related components designated for use in connection with designated Proprietary Products only in connection with the offer, sale or promotion of designated Proprietary Products, unless you obtain our prior written permission.

(e) Nationally/Regionally Promoted Products and Exclusive Products. You agree to carry at the Store a Reasonable and Representative Quantity of all designated (i) nationally or regionally advertised or promoted products that are supported by electronic or published media and (ii) products that are exclusive to 7-Eleven in the convenience store channel. You agree to carry the products specified in (i) and (ii) above during the entire duration of the national or regional advertising or promotional campaign or period of exclusivity, as applicable. Notwithstanding the foregoing, you may discontinue carrying any nationally or regionally advertised or exclusive products if such products do not meet sales goals that we establish and you follow the process we establish for determining whether the items meet such goals. The method for determining sales goals and the process for deletion for such products will be included in the 7-Eleven Operations Manual. This Paragraph 15(e) shall not apply to Proprietary Products.

(f) Suggested Retail Selling Prices. We may suggest retail selling prices for Inventory items and services that you offer at your Store. You have no obligation to sell Inventory items and services at our suggested retail selling prices, but you agree to accurately and timely report to us your actual retail selling prices as required by this Agreement.

(g) Vendor Requirements.

(1) You agree to purchase your Inventory and other products and services only from Bona Fide Suppliers. Except for shares in publicly-traded companies, you agree not to have or maintain any ownership or voting interest in any vendor from which your Store purchases Inventory, unless we otherwise consent in writing.

(2) You agree to at all times during the Term purchase at least eighty-five percent (85%) of your total Purchases and, separately, eighty-five percent (85%) of your cigarette purchases, both computed monthly at cost, from Recommended Vendors in compliance with the Recommended Vendor Purchase Requirement, which is further defined in Exhibit E.

(3) You acknowledge the value, importance, and benefits to the 7-Eleven System of a uniform method and close control of production, distribution, and/or delivery of Proprietary Products. You agree to purchase all of your requirements for such Proprietary Products solely from or through a source (including

manufacturers, wholesalers, and distributors) we designate or from us. You agree not to offer or sell at the Store any products which directly compete with the Proprietary Products we designate as exclusive, unless you obtain our prior written consent.

(h) Recommended Vendor Procedure. If you want a Bona Fide Supplier who is not currently a Recommended Vendor to become a Recommended Vendor, you or the Bona Fide Supplier must submit to us a written request for approval and comply with the Recommended Vendor procedure set forth in this Paragraph 15(h). Upon our receipt of your request to have a Bona Fide Supplier become a Recommended Vendor, we agree to review the qualifications of the Bona Fide Supplier, after submission of all necessary data and adequate cooperation, to determine whether the Bona Fide Supplier meets our reasonable business and related requirements for a Recommended Vendor. We reserve the right to determine, in our sole discretion, whether a Bona Fide Supplier meets the necessary requirements to become a Recommended Vendor. The process for Recommended Vendor approval and the general requirements a Bona Fide Supplier must meet to become a Recommended Vendor are set out on the 7-Eleven Intranet. We reserve the right to revoke our approval of a Bona Fide Supplier as a Recommended Vendor if the Bona Fide Supplier fails to continue to meet any of our then-current criteria. We are not required to approve any particular Bona Fide Supplier as a Recommended Vendor. We will provide you with at least fifteen (15) days' notice of any new Recommended Vendors from which you must purchase.

(i) Designated Service Vendors. We may require you to use only designated vendors that provide equipment as an integral part of certain services that are offered at your 7-Eleven Store, including pay telephone services, automated teller machines (ATMs), and other financial and/or electronic services. You agree to comply with our reporting requirements with respect to such services and revenue derived from the sale of such services, as those requirements may be modified from time to time.

(j) Our Vendor Negotiating Practices and Treatment of Discounts and Allowances.

(1) In negotiating our contracts with Recommended Vendors and manufacturers (in either case "Vendor") for products and services sold in 7-Eleven Stores, we will take the following steps:

(i) We agree to make a commercially reasonable effort to obtain the lowest cost for products and services available from such Vendor to 7-Eleven Stores on a Market Basket Basis by identifying all available discounts, allowances and other opportunities for price adjustments.

(ii) We will then determine whether or not to accept any discounts, allowances and other opportunities for available price adjustment by:

- evaluating the limitations, restrictions and conditions placed on the adjustment by the Vendor, and
- taking into consideration whether the nature and requirements of a particular Vendor's offer is consistent with our business concept and strategies.

If we decide to accept an allowance, we will ask the Vendor to lower the cost for products and services available from such Vendor to 7-Eleven Stores in lieu of providing the allowance. If the Vendor advises us that it will not lower the cost of its products and services and we decide to accept the allowance, we will do so according Paragraph 15(j)(1) (iii) through (vi).

(iii) If cooperative advertising allowances are available from the Vendor and the Vendor advises us that it will not lower the cost of its products and services to 7-Eleven Stores in lieu of providing such cooperative advertising allowances, then we will accept and use such cooperative advertising allowances as designated by the Vendor.

(iv) If there are any other allowances available from the Vendor and the Vendor advises us that it will not lower the cost of its products and services to 7-Eleven Stores in lieu of providing such allowances, then we will request that the Vendor provide such allowances as cooperative advertising to be used as designated by the Vendor.

(v) If the Vendor advises us that it will not provide such other allowances as cooperative advertising, then we will accept and use such allowances as designated by the Vendor.

(vi) We will request from the Vendor written confirmation that the Vendor will not lower the cost of its products and services to 7-Eleven Stores in lieu of providing any available allowances.

(vii) We will use commercially reasonable efforts to include in all of our contracts with Recommended Vendors provisions for minimum standards for in-stock rates, assortment, delivery time windows, quality standards, customer assistance and other standards designed to assist the Store, as well as incentives for the Recommended Vendor for meeting the standards and penalties for failure to comply with such standards.

(2) Anything in this Paragraph 15(j) or Exhibit J to the contrary notwithstanding, we will treat all discounts and allowances in the manner provided for in the definition of Cost of Goods Sold set forth in Exhibit E.

(k) Review of Vendor Negotiating Practices and Treatment of Discounts and Allowances. We agree to pay the reasonable costs, up to a total of \$75,000 per calendar year, incurred by the Franchisee Selection Committee (defined in Exhibit J) in relation to the retention of an independent third party ("Third Party Reviewer") as provided in Exhibit J and for the conduct of the review contemplated by Exhibit J, each in accordance with the procedures set forth in Exhibit J. You agree that (i) the dispute resolution procedures set forth in Exhibit J are the exclusive procedures for resolving any disputes relating to or arising from our undertaking under Paragraph 15(j)(1) and (2); (ii) the review process contemplated by this Paragraph 15(k) shall be the sole remedy for any breach or alleged breach of Paragraphs 15(j) and (k); and (iii) in no event will you be entitled to recover monetary damages or equitable relief for our failure to meet our obligations under Paragraph 15(j)(1) or under the definition of System Transaction Amounts in Exhibit E and the damages that you may be entitled to based upon our failure to meet our obligations under Paragraph 15(j)(2) are limited, all as provided in Exhibit J.

16. 7-Eleven Foodservice Standards.

(a) Compliance with 7-Eleven Foodservice Standards. You agree to operate the Store, including the Foodservice Facility, at all times in compliance with the 7-Eleven Foodservice Standards and in compliance with all applicable laws, regulations and codes, including the U.S. Food & Drug Administration Model Food Code.

(b) 7-Eleven Foodservice Standards Related to Fresh Foods. Without limiting the generality of Paragraph 16(a), you agree to comply with all of our merchandising and shelf life requirements with respect to Fresh Foods and to purchase Fresh Foods only from Recommended Vendors.

(c) Foodservice Certification Standards. Where required by applicable laws or regulations, you agree to cause all Store employees to be certified as qualified to work in the Foodservice Facility before they begin work there and prominently display the certificates evidencing each employee's certification.

(d) Quality Inspections. We will have the right to enter the Store premises at any time during the times in which the Store is required to be open for the purpose of conducting inspections to determine whether the Store is in compliance with 7-Eleven Foodservice Standards. You agree to cooperate with our representatives in such inspections by rendering such assistance as they may reasonably request. You also agree to permit us

to remove a reasonable number of samples of food or non food items from the Store, without payment, subject to your ability to properly write off any such products, in amounts reasonably necessary for testing by us or an independent laboratory to determine whether such samples meet the 7-Eleven Foodservice Standards.

(e) Failure to Comply with 7-Eleven Foodservice Standards. If you do not comply with the 7-Eleven Foodservice Standards, including quality standards or other reasonable operating standards that we establish from time to time, we will give notice of the breach to you. If you do not cure the breach after notice and a reasonable opportunity to cure, we may perform (or have performed) any action necessary to remedy the breach. If we do so, we may debit your Open Account for the cost of curing the breach. If, after receiving two (2) previous notices of breach and opportunities to cure, within any five (5) year period you receive a third notice of breach, we may, at our sole option: (1) remove the entire Foodservice Facility or portions of the Foodservice Facility, as we consider appropriate, from the Store and debit your Open Account for the cost of this removal and of restoring the Store to its previous condition and/or (2) pursue all other remedies available to us under this Agreement, including termination of this Agreement pursuant to Paragraph 26. However, if in our opinion your breach involves a failure to comply with any of the 7-Eleven Foodservice Standards which are intended to protect the health or safety of persons or of any federal, state, or local health regulations (including the U.S. Food & Drug Administration Model Food Code), or constitutes a threat to any person, then we may require you to immediately stop serving any or all items from the Foodservice Facility, and you will not be permitted to resume offering or selling such items until you have cured the breach to our sole satisfaction.

17. Our Indemnification. Except as otherwise provided in this Agreement,

(a) We agree to be responsible for all fire and casualty loss or damage to the Store building (specified in Exhibit A) and 7-Eleven Equipment (specified in Exhibit B) unless caused by your intentional acts or the intentional acts of your agents or employees.

(b) We agree to indemnify you for losses and damages related to the operation of the Store as provided in the 7-Eleven Contractual Indemnification in Exhibit C to this Agreement, unless such losses or damages are caused by your intentional acts or the intentional acts of your agents or employees. We may cancel this indemnification or change this indemnification and any related definitions one (1) time during each calendar year, or we may replace this indemnification with an insurance policy that we provide or a third-party provides on our behalf. Such cancellation, change, or replacement will be effective on the first day of the first Accounting Period following the thirtieth (30th) day after we give you notice of such cancellation, change, or replacement.

18. Your Indemnification; Insurance. You agree to be responsible for and indemnify us, our Affiliates, and our and their respective officers, directors, agents, representatives, employees, successors and assigns (collectively, the "7-Eleven Indemnified Parties") from all losses arising out of or relating to your Store and its operation, except those specifically the responsibility of or indemnified by us. This indemnification will survive the expiration, termination, or transfer of this Agreement or any interest in this Agreement. You may obtain insurance to cover your indemnification obligation. Your total indemnification obligation to us will not exceed \$500,000. You may also obtain insurance in addition to the contractual indemnification described in Exhibit C. You agree to notify us if you obtain any such insurance policy, and that policy will name us as an additional insured. We will have no obligation to process claims for you. If you have obtained such insurance, it will be primary, and our indemnity will be secondary to that insurance except for insurance coverage specifically endorsed to cover losses over and above the contractual indemnification. You agree to maintain worker's compensation insurance, including employer's liability coverage, with a reputable insurer or with a state agency, satisfactory to us, evidence of which will be deposited with us (if with an insurer, such evidence must reflect that the premium has been paid and that 30 days prior notice to us is required for any cancellation or change). You agree to promptly report to us all casualty losses and other events covered by indemnification or your insurance.

19. Your Additional Covenants. In addition to your other covenants and obligations contained in this Agreement, you agree to:

20. Maintenance and Utilities.

(a) Your Maintenance Obligations. Except to the extent we may expressly assume any of the following responsibilities in writing, you agree to be responsible for all maintenance, repairs, replacements, janitorial services and expenses relating to the Store and 7-Eleven Equipment, including: (1) maintaining the Store, 7-Eleven Equipment, other property in the Store and landscaped areas in a clean, attractive, orderly, safe, and sanitary condition and in good repair and operating condition, reasonable wear and tear excepted (2) replacing light bulbs, ballasts, vault doors, glass, and door closers on the Store and 7-Eleven Equipment; and (3) cleaning the Store interior, the parking lot and walk areas, including snow and ice removal.

(b) Maintenance Contracts. We will arrange for the performance of your required maintenance of the 7-Eleven Equipment or any equipment in the Store that we deem appropriate by contractors that we select. You may be required to sign Maintenance Contracts covering some or all of such maintenance services. We will provide you with a list of the equipment that is being covered by such maintenance services. We will pay for such maintenance on your behalf, and charge such costs to your Open Account at the end of each Accounting Period in the amount stated in Exhibit D. Any services performed on your behalf will not include any maintenance services on the HVAC Equipment.. You must arrange for the maintenance of any other equipment in the Store not covered by such maintenance services. Any Maintenance Contracts you sign for landscaped areas outside the Store or any other services related to the Store must be with reputable, financially responsible firms.

(c) Your Failure to Maintain the Store. If the Store, 7-Eleven Equipment or landscape is not maintained as required above and the condition continues for seventy-two (72) or more hours after we provide notice to you, or if the condition exists upon expiration or termination of this Agreement, then we will have the right to cause the maintenance to be performed at your expense and/or to obtain Maintenance Contracts for the Store and 7-Eleven Equipment and charge you for the maintenance.

(d) Maintenance Performed By or Through Us. When we consider it necessary during the Term of this Agreement, we agree to: (1) repaint and repair the interior and exterior of the Store; (2) replace 7-Eleven Equipment, including cash registers and point-of-sale computers; (3) replace plate glass in front windows and front doors; (4) repair the floor covering, exterior walls, roof, foundation, and parking lot; (5) maintain the structural soundness of the Store; and (6) maintain the HVAC Equipment. You hereby consent to the foregoing. We may charge you for any of the repairs or replacements contemplated by this Paragraph 20(d), if, in our reasonable opinion, your abuse or neglect makes them necessary.

(e) Utilities. We agree to pay for sewer, water, gas, heating oil and electricity for operation of the Store and to pay for all telephone lines used for the operation of the Store, except for the main telephone line at the Store, the cost of which is your expense.

21. **Taxes.** We agree to pay all real and personal property taxes related to the Store and 7-Eleven Equipment specified in Exhibits A and B. You agree to be solely responsible for, and must pay, all other taxes, including sales, inventory, payroll, occupancy, business and income taxes and personal property taxes related to the Store and any equipment at the Store other than the 7-Eleven Equipment provided by or through us.

22. Advertising.

(a) Advertising Fee.

(1) You agree to pay us the Advertising Fee in the same manner and at the same time as you pay us the 7-Eleven Charge in accordance with Paragraph 10. Advertising Fees become our property to be spent by us in accordance with Paragraph 22(a)(3) and are not held by us in trust.

(2) The amount of the Advertising Fee will be determined for each Accounting Period, as follows:

Base Period Gross Profit	Formula for Determination of Advertising Fee
More than \$400,000	Gross Profit for the Accounting Period x 0.015 (1.5%)
\$300,000 to \$400,000	(Base Period Gross Profit x 0.045) - \$12,000 X Gross Profit for the Accounting Period / Base Period Gross Profit
Less than \$300,000	Gross Profit for the Accounting Period x 0.005 (.5%)

“Base Period Gross Profit” is defined in Exhibit E. If the Store has not been in operation for twelve (12) full months, then the average Gross Profit for all 7-Eleven Stores in the then-currently assigned 7-Eleven market or other Store unit group designated by us in which the Store is located for the twelve (12) months immediately preceding the current Accounting Period will be used to determine the Base Period Gross Profit for the first year of Store operations.

The following is an example of how the above formula for a Base Period Gross Profit of between \$300,000 to \$400,000 results in an Advertising Fee for a given Accounting Period: if Base Period Gross Profit equals \$340,000, and the current Accounting Period Gross Profit equals \$28,333.33, then the formula results in an Advertising Fee of \$274.83, determined as follows:

$\begin{aligned} & \$340,000.00 \times 0.045 = \$15,300 \text{ minus } \$12,000 = \$3,300 \\ & \$3,300 \text{ divided by } \$340,000 = .0097 \text{ (.97\%)} \\ & .0097 \text{ times } \$28,333.33 = \$274.83 \end{aligned}$
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(3) We may arrange for all advertising of the 7-Eleven System, the Service Mark, the Related Trademarks, or merchandise sold in or services offered by 7-Eleven Stores, as we desire. We agree to spend the Advertising Fees we collect for Advertising Materials and Programs which may, in our sole discretion, be used for the general benefit of the 7-Eleven System, for local, regional, and/or national promotions, or for specific 7-Eleven Store(s). We agree to accept suggestions from 7-Eleven franchisees on the use of the funds collected as Advertising Fees. Provided, however, you agree that we have and will continue to have the sole and absolute right to determine how Advertising Fees will be spent, including the selection, direction and geographic allocation of Advertising Materials and Programs and the types of media utilized and that we and our Affiliates have no fiduciary obligation to you or to other 7-Eleven franchisees with respect to such determinations or expenditures of the Advertising Fees.

(4) We undertake no obligation to make expenditures of Advertising Fees which are equivalent or proportionate to a franchisee’s Advertising Fee payment or to ensure that any particular franchisee benefits directly or pro rata from such expenditures or from the Advertising Materials and Programs funded by the Advertising Fees.

(5) You agree that we have the right to pay or reimburse our expenses of creating, developing, maintaining and administering Advertising Materials and Programs from the Advertising Fees; provided, however, that we agree not to use the Advertising Fees to pay or reimburse ourselves for any internal costs for administering Advertising Materials and Programs or for any in-house advertising agency costs. You further acknowledge that company-operated Stores or other 7-Eleven franchisees may not be required to pay an Advertising Fee, and you agree to pay the Advertising Fee notwithstanding the payment by other 7-Eleven franchisees or company-operated Stores of greater, lesser or no Advertising Fees.

(6) We agree to advise you annually of Advertising Fee receipts and our advertising expenditures, including in what markets the sums were spent and the type of advertising done, all in the form and manner which we determine in our sole discretion to be appropriate. We are not required to audit the receipts and

expenditures of the Advertising Fees or any portion thereof. We will annually advise you of the total amount of our advertising expenditures that are allocated to the Company-operated stores.

(b) Local Advertising/Advertising Approval. In addition to your payment of the Advertising Fee, you may engage in any local print, radio or television advertising you wish if that advertising accurately portrays the Service Mark, the Related Trademarks and/or the 7-Eleven System, does not jeopardize the 7-Eleven Image, pertains only to the operation of your Store, is in compliance with all applicable laws, and does not breach any agreement binding on you or us. However, you agree to obtain our written approval before engaging in any advertising or display of the Service Mark or the Related Trademarks if the proposed advertising materials have not been prepared by us or previously approved by us during the twelve (12) month period preceding their proposed use. You agree to submit any unapproved advertising materials to us, and we agree to approve or disapprove such materials within a reasonable time of our receipt of the materials. You may not use any unapproved advertising materials that display Service Mark or the Related Trademarks. You agree to promptly discontinue the use of any advertising materials, whether or not we have previously approved them, upon notice from us. Our advertising approval procedure is set forth in the 7-Eleven Operations Manual.

(c) Internet Promotion. We expressly reserve the right to promote and display all forms of the Service Mark and Related Trademarks, the 7-Eleven System, and the 7-Eleven Image by use of the Internet. You may not: (i) engage in any advertising or display of the Service Mark or Related Trademarks; or (ii) market or promote any products or merchandise sold in 7-Eleven Stores or containing, bearing, or associated with the Service Mark or Related Trademarks by use of the Internet, Internet websites, email, mail order, or similar means, which allows for the display, marketing, or sale of any such products or merchandise other than by sale through the Store.

(d) Foodservice Promotion. You agree to properly utilize the Foodservice point-of-sale support and layouts we designate in accordance with the design of the Foodservice Facility that do not contain pre-printed prices. We may, at our option, add to or change the signs in the Foodservice Facility at any time.

23. Service Mark and Related Trademarks.

(a) Right to Use the Marks. We grant you the right to use the Service Mark and Related Trademarks during the Term of this Agreement in accordance with this Agreement and our standards and specifications. (The Service Mark and Related Trademarks are collectively referred to in this Paragraph 23 as the "Marks".)

(b) Agreements Regarding the Marks. You agree:

(1) That as between us and you, we are the owner of all right, title and interest in and to the Marks and the goodwill associated with and symbolized by them.

(2) Not to take any action that would prejudice or interfere with our rights in and to the Marks. Nothing in this Agreement will give you any right, title, or interest in or to any of the Marks, except the right to use the Marks in accordance with the terms and conditions of this Agreement.

(3) That all goodwill arising from your use of the Marks will inure solely and exclusively to our benefit, and upon expiration or termination of this Agreement and the license granted herein, no monetary amount will be attributable to you for any goodwill associated with your use of the Marks.

(4) Not to directly, or by assisting another, challenge or contest our ownership of or rights in or the validity or enforceability of the Marks, any license granted under this Agreement, or any Trade Secret, copyright in any work, or copyrighted works that we own, use or license.

(5) That any unauthorized use of the Marks will constitute an infringement of our rights in the Marks. You agree to provide us with all assignments, affidavits, documents, information and assistance related to the Marks that we reasonably request, including all such instruments necessary to register, maintain, enforce and fully vest our rights in the Marks.

(6) That we will have the right to substitute different trade names, trademarks, service marks, logos and commercial symbols for the current Marks to use in identifying the 7-Eleven System and 7-Eleven Stores, services and products. In such event, we may require you to discontinue or modify your use of any of the Marks or to use one or more additional or substitute marks. We will pay the costs related to such discontinuation, modification, or substitution of the Marks; provided, however, that you will be responsible for all costs associated with changing letterhead, business cards or other business-related items and permitted trademarked items and all trademarked supplies and trademarked merchandise.

(c) Use of the Marks. You further agree to:

(1) Operate and advertise the Store only under the name "7-Eleven," without prefix or suffix, unless otherwise authorized or required by us in writing.

(2) Not use the Marks as part of any corporate, legal or other name.

(3) Not use the Marks to incur any obligation or indebtedness on behalf of us.

(4) Not use any Marks except as expressly authorized in this Agreement.

(5) Comply with our instructions in filing and maintaining requisite trade name or fictitious name registrations, and execute any documents deemed necessary by us or our counsel to obtain protection of the Marks or to maintain their continued validity and enforceability.

(d) Certain Prohibited Conduct. In addition to other prohibitions in this Agreement, you may not, at any time:

(1) use, except as permitted by this Agreement, the Service Mark, any other trade indicia, that we own or license, including the Related Trademarks, the goodwill represented by any of them, the 7-Eleven System, the Trade Secrets, any Advertising Materials or Programs that we own, use or license, or claim any right to any of them, except a right to use them that is expressly granted by the terms of this Agreement;

(2) use any work of authorship which is substantially similar to a work subject to a copyright we own or license;

(3) make, support or help another to make use of any name, trademark, service mark, trade dress or other visual or audible material which is not expressly permitted by this Agreement and comprises in part the numeral "7" or the term "eleven" or is otherwise likely to cause confusion with or dilute the distinctiveness of the Service Mark or any other trade indicia, including the Related Trademarks, that we own or license; or

(4) commit any other act which may adversely affect or be detrimental to us, other 7-Eleven franchisees, or any of our rights in or to the Service Mark, other trade indicia, including the Related Trademarks, or any copyright or Trade Secret that we own or license, the 7-Eleven Image, or the 7-Eleven System.

You acknowledge that any breach of any of the terms of the covenants contained in Paragraph 23(d)(1) through (4) will result in irreparable injury to us and that we are entitled to injunctive relief to prevent any such breach.

(e) **Infringement and Dilution.** You agree to notify us immediately of any apparent infringement or dilution of or challenge to our use of or rights in any Mark by any person. You agree not to communicate with any person other than us or our counsel and your counsel in connection with any such apparent infringement, dilution, challenge or claim. We will have complete discretion to take any action we deem appropriate in connection with any infringement or dilution of, or challenge or claim to, any Mark and the right to control exclusively, or to delegate control of, any settlement, litigation, Patent and Trademark Office proceeding or other proceeding arising out of any such alleged infringement, dilution or challenge or claim, or otherwise relating to any Mark. You agree to execute all such instruments and documents, render such assistance, and do such acts or things as may, in our opinion, reasonably be necessary or advisable to protect and maintain our interests in the Marks.

(f) **Domain Names; Use of Internet.**

(1) You acknowledge that we are the lawful, rightful and sole owner of the Internet domain names "www.7-Eleven.com" and "www.7-11.com" and any other Internet domain names registered by us. You unconditionally disclaim any ownership interest in such domain names or any similar Internet domain names. You agree not to register or to use any Internet domain name in any class or category, or any other URL, that contains words and/or numbers used in or similar to those used in the Service Mark or any Related Trademark, or any abbreviation, acronym, phonetic variation or visual variation of those words and/or numbers. You will assign to us any such domain name(s) you own on the Effective Date.

(2) You agree not to establish an Internet website that displays the Marks or relates or refers to the Store without our prior written approval and our grant of a license to use the Marks on such website.

24. Renewal of Franchise. On the Expiration Date of this Agreement, you may, at your option, renew your rights under this Agreement for one (1) term equal to the number of years of the initial term provided for in our then-current Store Franchise Agreement, if all of the following conditions have been met:

(a) You give us written notice of your election to renew not less than nine (9) months or more than twelve (12) months before the Expiration Date.

(b) We, in our sole judgment, decide to keep the Store open as a 7-Eleven Store.

(c) The law permits the renewal of your franchise and the continued operation of the Store.

(d) We determine, in our sole judgment, that your Store is in compliance with the 7-Eleven Foodservice Standards.

(e) You are not in Material Breach of this Agreement, and you are current on all amounts you owe to us as of the Expiration Date.

(f) You have maintained the Minimum Net Worth required by Paragraph 13(d) throughout the one (1) year period immediately preceding the Expiration Date.

(g) You complete, to our satisfaction, a review of your Store operations to ensure that you are meeting the requirements of the 7-Eleven System and otherwise operating in a manner consistent with the 7-Eleven Image and standards. We will use a performance measurement rating form that we develop from time to time to evaluate your operation, and will inform you in writing of the status of your evaluation. We will begin this review process approximately 1 year prior to the Expiration Date, unless any laws require us to begin the review process sooner. If you do not meet our requirements for renewal, we will notify you of our decision not to offer you a renewal prior to the Expiration Date, and allow you the opportunity to sell your interest in the franchise for a premium pursuant to paragraph 25 of this Agreement.

(h) You sign and deliver to us our then-current form of Store Franchise Agreement for franchise renewals, which agreement shall supersede this Agreement in all respects, and the terms of which may differ from the terms of this Agreement, and a mutual termination of this Agreement and general release of claims, in a form substantially similar to Exhibit H to this Agreement. If the Expiration Date occurs ten (10) years from the Effective Date of this Agreement, then you will be required to pay a renewal fee in connection with the renewal of the franchise, equal to 20% of the then-current initial franchise fee that would be charged to a new franchisee for the Store.

(i) We have not sent you four (4) or more notices of Material Breach of this Agreement during the two (2) year period immediately preceding the Expiration Date.

(j) You have completed any additional training we require. We agree to pay the reasonable costs associated with the training specified in Exhibit D to this Agreement.

If, at the time of renewal, we are not offering, or attempting to comply with regulatory requirements so that we can offer, a Store Franchise Agreement, then, if applicable law permits and if the requirements for renewal are otherwise satisfied, we agree to renew your franchise on the terms and conditions of this Agreement, and you will not be required to execute a new Store Franchise Agreement.

25. Assignment.

(a) Assignment by Us. We will have the right to transfer or assign this Agreement and all or any part of our rights or obligations herein to any person or legal entity without your consent, and upon such transfer or assignment, the transferee or assignee will be solely responsible for all our obligations arising under this Agreement subsequent to the transfer or assignment. Without limitation of the foregoing, we may sell our assets to a third party; may offer our securities privately or publicly; may merge with or acquire other corporations, or may be acquired by another corporation; or may undertake a refinancing, recapitalization, leveraged buyout or other economic or financial restructuring.

(b) Assignment by You.

(1) Neither your interest under this Agreement nor all, or substantially all, of the Collateral may be transferred or assigned in any way, partially or completely, without our prior written consent. Without limitation of the foregoing, you may not (a) assign the Lease or transfer an interest in all or substantially all of the Collateral without assigning the entire Agreement in accordance with this Section 25(b) or (b) sublease all or any portion of the Store or 7-Eleven Equipment. We may condition our consent on the satisfaction of all of the following conditions:

(i) You authorize us to provide the transferee with, and the transferee executes, a disclosure form containing a waiver and a release by the transferee of any claim against us for any amount paid to you or representation made by you;

(ii) You authorize us to provide the transferee with a list of all 7-Eleven stores available for franchise in the division or general area where the Store is located;

(iii) You execute, at our option, a mutual termination of this Agreement and general release of claims (in a form similar in all material respects to Exhibit H) or an assignment of this Agreement and general release of claims (in a form similar in all material respects to Exhibit H) and an indemnity for any claim by the transferee in any way arising out of or related to the transfer and arrangements or communications between you and the transferee;

(iv) You pay all amounts due us or our Affiliates in full and make arrangements satisfactory to us for the payment of all amounts which may become due upon delivery of final Financial Summaries, including the payment into the Open Account of all premium monies you will receive for the franchise; and

(v) This Agreement has not been terminated and no termination is pending and you are not in Material Breach of this Agreement.

(2) We will approve or disapprove a proposed transferee or assignee for training within sixty (60) days after we have received all information regarding the proposed transaction that we reasonably require. If approved, the transferee must, at our option, execute either the then-current form of 7-Eleven Store Franchise Agreement or an assumption of this Agreement (in either case providing for the then-current financial terms, including the Down Payment, 7-Eleven Charge, Franchise Fee and all other current terms), complete the then-required training, and be otherwise determined in our sole opinion to meet all qualifications to become a 7-Eleven franchisee, including those general qualifications set forth in the then-current 7-Eleven Operations Manual.

(3) You and your proposed transferee must have met all of the conditions set forth in this Paragraph 25(b) that we require in order to obtain our final approval of the proposed transfer or assignment. After you transfer or assign your interest under this Agreement and the Collateral, you will have no further right, claim or interest in or to the franchise, the Store, or any assets used or acquired in conjunction with them.

(4) You may not grant a security interest in, or otherwise encumber, this Agreement or the Collateral.

(c) Our Right of First Refusal. If you wish to transfer or assign any interest in this Agreement pursuant to any bona fide offer received from a third party to purchase such interest, then you agree to promptly notify us in writing of the offer, and must provide such information and documentation relating to the offer as we may require. We or our designee will have the right and option, exercisable within ten (10) Business Days after receipt of such written notification and copies of all required documentation describing the terms of the offer, to send written notice to you that we or our designee intend to purchase the interest on the terms and conditions offered by the third party as stated in the notice. If we or our designee elect to purchase the interest, closing must occur on or before ten (10) Business Days from the date of our or our designee's notice to you of our or our designee's election to purchase or any other date agreed by the parties in writing. If the third party offer provides for payment of consideration other than cash, we or our designee may elect to purchase the interest for the reasonable cash equivalent. A material change in the terms of any offer prior to our providing you notice of our intent to exercise our right to purchase the interest will constitute a new offer subject to the same right of first refusal as an initial offer.

26. Termination.

(a) Termination by Us. We may terminate this Agreement (subject to your right to cure where stated below) for the occurrence of any one (1) or more of the following events (each of which you acknowledge is a Material Breach and constitutes good cause for termination):

(1) Upon forty-five (45) calendar days' notice to you, subject to your right to cure during such forty-five (45) calendar day period, if:

(a) you do not operate the Store as a 24-Hour Operation or for a different number of hours of operation which we have agreed to in writing before the reduction in hours of operation, unless the reduction (1) is the result of governmental regulation and (2) is not directly or indirectly caused by your acts or omissions;

(h) you do not obtain or maintain all licenses, permits, or bonds necessary, in our opinion, for your operation of the Store, so long as such failure to obtain or maintain the licenses, permits, or bonds is not caused by us;

(i) you violate or fail to comply with any applicable law, rule, regulation, ordinance or order relating to the operation of the Store, including those relating to the sale of alcoholic beverages or tobacco;

(j) you fail to immediately notify us that you have received written or verbal notice of any type regarding a possible violation described in (i) above, or fail to immediately provide us with a copy of any such written notices;

(k) the unpaid balance in the Open Account becomes immediately due and payable, but you do not repay our loan to you in accordance with this Agreement;

(l) you fail to comply with Paragraph 12(f) regarding the use of the 7-Eleven Store Information System and data;

(m) you do not accept any of the payment methods we specify as provided in paragraph 12(b)(4);

(n) you do not provide records or reports we require, as provided herein, or do not cooperate with us in obtaining information from any of your vendors or state agencies, except for your failure to provide the records and reports listed in Paragraph 26(a)(4)(b) below for which we may terminate on three (3) Business Days' notice and opportunity to cure; or

(o) except as provided in Paragraphs 26(a)(1), (3), (4), (5), or (6), you otherwise commit a default under this Agreement which is susceptible of being cured or a default under any amendment which is capable of being cured and for which the amendment does not specify a notice and cure provision.

(3) Upon thirty (30) calendar days' notice to you, and with no right to cure, if:

(a) a voluntary or involuntary petition in bankruptcy is filed by or against you, you make an assignment for the benefit of creditors, or a receiver or trustee is appointed;

(b) you attempt to encumber, transfer or assign any interest under this Agreement or the assets of the franchised business in violation of Paragraph 25;

(c) you are convicted of, or plead nolo contendere to, a felony not involving moral turpitude;

(d) you do not maintain an independent contractor relationship with us;

(e) you offer or sell any Proprietary Product or other product bearing the Service Mark or any of the Related Trademarks which you have obtained from a source not authorized to produce or offer such products, and you have not duly reported your purchase of such product(s) to us; or

(f) you misrepresent, misstate, or fail or omit to provide material information required as a part of the qualification process.

(4) Upon three (3) Business Days' notice to you, subject to your right to cure during such three (3) Business Day period, if:

of the fourth (4th) Material Breach in such two (2) year period without any opportunity to cure, whether or not such Material Breaches are of the same or different nature and whether or not such Material Breaches have been cured by you after notice by us. Following the fifth (5th) anniversary of our notice to you of any Material Breach, such Material Breach will not be used as a basis for termination under this Paragraph 26(b), provided that such Material Breach has been cured.

(c) Termination on Death or Incapacitation. We may terminate this Agreement upon thirty (30) days' notice (or such longer period that we may determine or as required by applicable law) if you die or become incapacitated. However, if you are more than one (1) individual and only one (1) individual dies or becomes incapacitated, we may, at our option, (1) continue this Agreement with the survivor or non-incapacitated individual or (2) require the survivor or non-incapacitated individual to execute our then-current form of Store Franchise Agreement, which contains the same financial terms as this Agreement, for the remainder of the Term of this Agreement.

(d) Market Withdrawal. We may terminate this Agreement upon not less than thirty (30) days' Withdrawal Notice (or such longer time that we determine or as required by applicable law), if we determine, in good faith and in a normal course of business, to cease the operation of all 7-Eleven Stores in the relevant geographic market area (being the state or metropolitan statistical area ("MSA") or similar designation as periodically established by the Office of Management and Budget or any replacement governmental office), or in a geographically separate area outside of a MSA in which the Store is located. You acknowledge that such determination and action will be "good cause" for termination. In the event of a sale, transfer or assignment of all of our right in the Stores in the area, or a decision by us to close the Stores in your area, you will have the right of first refusal, or of purchase, as the case may be, to be exercised within the first ten (10) days after you receive the Withdrawal Notice, to acquire and receive assignment of all of our non-proprietary rights in and to the Store, the equipment (specifically excluding, without limitation, the 7-Eleven Store Information System) and real property. Such right will be exercisable upon the same terms as agreed upon between us and a bona fide third party transferee, or in the absence of such an agreement, at a purchase price determined by an appraiser appointed by us and upon terms acceptable to us. If the purchase price is to be determined by an appraiser appointed by us, the decision of the appraiser will be final. All costs of appraisal will be shared equally by you and us. This Paragraph 26(d) does not apply if our agreement to sell, transfer or assign to a third-party our rights in the Store(s) in your area and/or the Franchise Agreement(s) related to such Store(s) contemplates that the Store(s) will continue to be operated as 7-Eleven Stores.

(e) Transfer and Refund Rights.

(1) In addition to the other grounds for termination set forth in this Agreement, this Agreement will terminate before the Expiration Date:

(a) thirty (30) days before a condemnation (or transfer instead of condemnation) which results in our decision to discontinue operations of the Store as a 7-Eleven Store;

(b) if there is casualty damage to the Store or 7-Eleven Equipment which we determine cannot reasonably be repaired or replaced within thirty (30) days; or

(c) thirty (30) days before the Store permanently closes because applicable law requires permanent closure of the Store, provided that the required closure is not the result of our or your acts or omissions.

If this Agreement is terminated pursuant to this Paragraph 26(e), or if we lose our Leasehold Rights, then for one hundred eighty (180) days following the date of such termination, you will have the right to choose either to transfer to another 7-Eleven Store available as a franchise (a "Transfer") or to receive a refund of a portion of the Franchise Fee paid by you (a "Refund"), on the terms and conditions stated below, but

you will not have the right to both a Refund and a Transfer. If, upon the expiration of such one hundred eighty day (180) day period, you have not elected to Transfer as provided below, you will be deemed to have elected to receive the Refund.

(2) In order to elect to Transfer, you agree to either sign the then-current 7-Eleven Store Franchise Agreement for the new Store or complete a "Transfer Election Form". If you elect to Transfer, and you meet the conditions set forth below, the Transfer will be completed within a reasonable time after you elect to Transfer, but in no event later than six (6) months after you elect to Transfer. If you are otherwise eligible for a Transfer, you also agree to meet all of the following conditions:

(a) you are not selling or assigning your interest in the Store or transferring your interest to a third party pursuant to Paragraph 25;

(b) you are not in Material Breach of this Agreement at the time of your election to Transfer;

(c) you have had a Net Worth in an amount greater than or equal to the Minimum Net Worth required by Paragraph 13(d) for the one (1) year immediately before your election;

(d) you execute and deliver to us the then-current 7-Eleven Store Franchise Agreement available for 7-Eleven Stores in the area in which the Store to which you wish to Transfer is located and a mutual termination of this Agreement and general release of claims, in a form substantially similar in all material respects to Exhibit H. You will not be required to pay a Franchise Fee under the new Store Franchise Agreement that you execute, and the term of such new Store Franchise Agreement will be equal to the term then remaining under this Agreement;

(e) you have not been served with four (4) or more notices of Material Breach within the two (2) years before your election; and

(f) you complete any additional training we request, but we agree to bear the costs for the training as provided in Exhibit D.

If you have satisfied these conditions and you choose a Transfer, then the Transfer may be to any 7-Eleven Store you select (i) which is available for franchise, (ii) which has been open for business as a 7-Eleven Store for at least twelve (12) months, (iii) which is located within the same MSA as the Store, and (iv) for which you meet our then-current qualifications as we determine in our sole discretion. We will not be responsible for your moving or relocation expenses or any premium amount, broker's fee or any other payment to a third party arising in connection with the Transfer.

(3) If you elect the Refund, the Refund will be calculated by deducting twenty thousand dollars (\$20,000) from the Franchise Fee you paid when you signed this Agreement; dividing the remainder thereof by one hundred twenty (120); and multiplying the result by the number of calendar months from the first day of the next month following the date you notify us of your election to receive the Refund through the month of the scheduled Expiration Date. If you are otherwise eligible for a Refund, you also agree to meet all the following conditions:

(a) you are not selling or assigning your interest in the Store for a premium, or transferring your interest to a third party pursuant to Paragraph 25;

(b) you are not in Material Breach of this Agreement at the time you elect to receive the Refund;

(c) you have had a Net Worth in an amount greater than or equal to the Minimum Net Worth required by Paragraph 13(d) for the one (1) year immediately before your election; and

(d) you execute and deliver to us a mutual termination of this Agreement and general release of claims, in a form substantially similar in all material respects to Exhibit H; and (E) you have not been served with four (4) or more notices of Material Breach within the two (2) years before your election.

(4) You will not have the right to a Transfer or Refund if (i) we terminate this Agreement for cause; (ii) you voluntarily terminate this Agreement; (iii) there has been a condemnation which results in our deciding to discontinue 7-Eleven operations at the Store and if you received any portion of a condemnation award as provided in Paragraph 8(d); or (iv) our Leasehold Rights expire and are not renewed or otherwise extended, or if our Leasehold Rights are terminated, as a result of your or your employees' acts or omissions.

(5) You agree that if one of the events giving you the right to elect a Transfer or Refund occurs, you will have no right to receive any damages from us, and the Transfer or Refund will be your only remedy.

(f) Our Right to Assume Operation of the Store. We may enter the Store premises and take possession of the Store, 7-Eleven Equipment, Inventory, Receipts, Cash Register Fund, money order blanks, bank drafts and Store supplies and continue the operation of the Store for your (or your heirs' or legal representatives') benefit and account pending the expiration or termination of this Agreement or resolution of any dispute under this Agreement if: (1) the Store is not open for operation as provided in Exhibit D; (2) you die or become incapacitated, except as otherwise provided in Exhibit F ("Survivorship"); or, (3) in our opinion, a divorce, dissolution of marriage, or felony proceeding in which you are involved jeopardizes the operation of the Store or the 7-Eleven Image. On behalf of yourself, your heirs, and your legal representatives, you hereby consent to our operating the Store pursuant to the terms of this Paragraph 26(f) and agree to release and indemnify us from and against any liability arising in connection with our operation of the Store pursuant to this Paragraph 26(f).

27. Mutual Termination; Termination by You.

(a) Mutual Termination. This Agreement may be terminated at any time by written agreement between you and us.

(b) Termination by You. You may terminate this Agreement upon at least seventy-two (72) hours written notice to us (or shorter notice, if we accept it). If you elect to terminate this Agreement and provide us less than thirty (30) days prior written notice, you agree to pay us a termination fee in an amount equal to five thousand dollars (\$5,000). We have the right to debit such termination fee to your Open Account.

28. Close Out Procedure.

(a) Post-Expiration/Termination Obligations. Upon the expiration or termination of this Agreement, all rights granted to you hereunder will terminate and you agree to:

(1) Immediately and without any further notice (unless further notice is required by law and cannot be waived) peaceably surrender the Store and 7-Eleven Equipment, which must be in the same condition as when you first received them, normal wear and tear excepted. If we are required by law to provide you any notice, and such notice may be waived, then you hereby waive your right to receive such notice. As a condition of your surrender, we may require you to perform certain cleaning, maintenance or other functions at the Store that you are obligated to perform under this Agreement, and we may perform such requirements on your behalf and charge your Open Account if you fail to perform them;

(2) Transfer to us, or, at our option, a third-party transferee, the Final Inventory of the Store. We or such third-party transferee will pay you an amount equal to the Cost Value of the Final Inventory in accordance with Paragraph 28(b)(2) below. We agree to permit you to transfer the Final Inventory to a third-party transferee only if all amounts that you owe us and our Affiliates are paid in full and you make arrangements satisfactory to us for the payment of any amounts which may become due upon delivery of final Financial Summaries. You agree that any property belonging to you and left in the Store after the surrender and transfer will become our sole property;

(3) Transfer to us the Receipts, Cash Register Fund, prepaid Operating Expenses, money order blanks, bank drafts, lottery tickets (if applicable) and Store supplies;

(4) Immediately cease using the Service Mark, the Related Trademarks, and all elements of the 7-Eleven System, including the Confidential Information and Trade Secrets;

(5) Return to us any copy of the Trade Secrets and Confidential Information, including the 7-Eleven Operations Manual and any other manuals we provided you, along with all copies or duplicates thereof, all of which are acknowledged to be our sole property. If you possess any of the foregoing in electronic form, you will delete such material from your computers and other storage devices and not use such material and not retain any copy or record of any of the foregoing, except your copy of this Agreement and of any correspondence between you and us;

(6) Execute all necessary documentation to transfer all licenses and permits relating to the Store to us; and

(7) Comply with all other post-expiration/termination obligations set forth in this Agreement.

(b) Settlement of Open Account. Within thirty (30) days after you surrender and transfer the Store and 7-Eleven Equipment in accordance with Paragraph 28(a), we agree to:

(1) Credit your Open Account for the Receipts, Cash Register Fund, prepaid Operating Expenses, usual and reasonable amounts of Store supplies transferred to us, or a third-party transferee, as applicable;

(2) Credit your Open Account an amount equal to the Cost Value of the Final Inventory;

(3) Debit your Open Account \$200 as a closing fee; and

(4) Remit to you any amount by which we estimate the Net Worth (except for any amount due you under Paragraph 27) will exceed the greater of \$15,000 or 25% of your total assets (as reflected on the balance sheet that we prepare for the Store for the applicable Accounting Period). We may withhold any additional amounts required by bulk transfer laws or any other similar laws or state or federal agencies.

(c) Payment of Indebtedness to Us; Delivery of Final Financial Summaries. Upon termination or expiration of this Agreement, any unpaid balance on the Open Account will be immediately due and payable upon demand by us. Within one hundred five (105) days after the last day of the month in which the surrender and transfer of the Store and 7-Eleven Equipment occurs, we agree to deliver final Financial Summaries to you. If the final Financial Summaries reflect a credit balance in the Open Account, we agree to deliver a check in the amount of the credit balance with the final Financial Summaries. If the final Financial Summaries reflect a debit balance in the Open Account, you agree to immediately pay us the debit balance. Your endorsement of any check sent with the final Financial Summaries or other acceptance of the funds tendered by us acknowledges your release of all claims affecting the figures set forth in the final Financial Summaries.

PROCEEDING RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE RELATIONSHIP CREATED HEREBY BY ANY MEANS ALLOWED BY APPLICABLE STATE OR FEDERAL LAW.

31. Miscellaneous Provisions.

(a) Nonwaiver. No act or omission by you or us, or any custom, course of dealing, or practice at variance with this Agreement, will constitute a waiver of (a) any right you or we have under this Agreement or (b) the other party's breach of this Agreement, unless it is a waiver in writing, signed by the party to be bound as provided in Paragraph 31(g) below. No waiver by you or us of any right under or breach of this Agreement will be a waiver of any other subsequent, preexisting or continuing right or breach. Our acceptance of any payment you make to us after any breach of this Agreement (including our acceptance of the 7-Eleven Charge) will not be a waiver of the breach, even if we know of the breach at the time we accept the payment. No special or restrictive legend or endorsement on any check or similar item you give to us will constitute a waiver, compromise, settlement or accord and satisfaction. You authorize us to remove or obliterate any such legend or endorsement, and agree that such legend or endorsement will have no effect.

(b) Disclosure. You hereby consent to our use and disclosure of any information relating to this Agreement or the Store or contained in the Bookkeeping Records to anyone; provided, however, that we will only disclose your Financial Summaries on an anonymous basis, unless we are legally compelled to disclose them on a non-anonymous basis by subpoena, court order, or otherwise.

(c) Circumstances Beyond a Party's Control. Neither you nor we will be liable in damages to the other for any failure or delay in performance due to any acts of terrorism, governmental act or regulation, war, civil commotion, earthquake, fire, flood, other disaster or similar event, or for any other event beyond your or our control, if the affected party (a) promptly notifies the other of the failure or delay and (b) takes all reasonable steps to mitigate damages caused by such failure or delay.

(d) Notices.

(i) Except as otherwise provided herein, any notices required to be provided under this Agreement must be in writing and may be (a) personally delivered, or (b) sent by an expedited delivery service, or (c) mailed by certified or registered mail, return receipt requested, first-class postage prepaid, or (d) sent by facsimile, as long as the sender confirms the facsimile by sending an original confirmation copy of the notice by certified or registered mail or expedited delivery service within three (3) Business Days after transmission. If you send us a written request to give copies of your notices to someone you designate and include the name and address of your designee, we agree to send copies of your notices to your designee. If you or your designee cannot be promptly located, we agree to deliver the notice to one of your employees at the Store, and, thereafter, to mail such notice to you by prepaid postage return receipt requested. Any notice will be deemed to have been received (i) in the case of personal delivery, at the time of delivery, or (ii) in the case of an expedited delivery service, three (3) Business Days after being deposited with the service, or (iii) in the case of registered or certified mail, three (3) Business Days after the date of mailing, or (iv) in the case of facsimile or electronic mail, upon transmission with proof of receipt, as long as a confirmation copy of the notice is sent as described above. Copies of notices delivered to your designee or employee will be considered received twenty-four (24) hours after such delivery. Either of us may change our notification address by notifying the other in writing. We may unilaterally amend this Section 31(d)(i) to provide that notices may be sent by electronic mail. If we permit delivery by electronic mail, the sender will be required to confirm the electronic mail by sending an original confirmation copy of the notice by certified or registered mail or expedited delivery service within three (3) Business Days after transmission. Notices to you by electronic mail will be addressed to the Store address, the electronic mail address for the Store computer or other electronic mail address to which you have access and that we have previously designated in a written notice to you, or to your address shown on the signature page to this Agreement. We will send an electronic reminder to your Store computer to notify you of any electronic notice. Notices to us by electronic mail

will be addressed to the address shown on the signature page to this Agreement or other address that we designate in writing.

(ii) We reserve the right to establish electronic mailings (i.e., email), web sites, or other forms of communications in which to communicate and distribute information to 7-Eleven franchisees. You agree that we may utilize such electronic communications to effectively provide binding notices to you. You agree to provide notices to us as set forth above unless we expressly consent and provide for electronic notices from you.

(e) **Severability.** Except as expressly provided to the contrary herein, each provision of this Agreement and any portion thereof is considered severable. If, for any reason, any provision of this Agreement contravenes any existing or future law or regulation, the provision will be considered modified to conform to the law or regulation as long as the resulting provision remains consistent with the parties' original intent. If it is impossible to so modify the provision, such provision will be deleted from this Agreement. If any provision of this Agreement (including all or any part of Paragraphs 15, 16 or 22) is declared invalid by a court of competent jurisdiction for any reason, the parties will continue to be bound by the remainder of this Agreement, which will remain in full force and effect; provided, that if any provision of the Agreement, which we, in our sole discretion, determine to be material, is declared invalid by a court of competent jurisdiction, we reserve the right to terminate this Agreement in accordance with Paragraph 26(a)(8) and, in connection with such termination, offer you a different 7-Eleven franchise agreement in accordance with Paragraph 10(c).

(f) **Personal Qualification.** We are entering into this Agreement with the person(s) named as the "Franchisee(s)" on the signature page; in reliance upon his, her or their personal qualifications; and upon the representation and agreement that he, she or they agree to be the Franchisee(s) of the Store, will actively and substantially participate in the operation of the Store and will have full managerial authority and responsibility for the operation of the Store. No changes in the ownership and/or control of the franchise may be made without our advance written consent. Any person(s) subsequently added as a "Franchisee" in a writing signed by the parties must likewise actively and substantially participate in the operation of the Store and have full managerial authority and responsibility for the operation of the Store.

(g) **Complete Agreement.** This Agreement and the Exhibits, Amendments, and Addenda to this Agreement, including any other agreements specified in Exhibit D (all of which are hereby incorporated herein and made a part of this Agreement), contain the entire, full and complete agreement between us and you concerning the Store. This is a fully integrated agreement and it supercedes all earlier or contemporaneous promises, representations, agreements and understandings. No agreement relating to the matters covered by this Agreement will be binding on us or you unless and until it has been made in writing and duly executed by you and one of our authorized officers. Our agents or employees may not modify, add to, amend, rescind or waive this Agreement in any other manner, including by conduct manifesting agreement or by electronic signature, and you are hereby put on notice that any person purporting to amend or modify this Agreement other than by a written document signed by one of our authorized officers, is not authorized to do so. You represent and warrant that you have supplied us with all information we requested and that all such information is complete and accurate. You further represent and warrant that you have not relied on and neither we nor any of our agents or employees have made any representations relating to the Store except as expressly contained in this Agreement, or (i) as to the future or past income, expenses, sales volume or potential profitability, earnings or income of the Store or any other location, except as provided in Item 19 of our Franchise Disclosure Document, or (ii) as to site specific information, except as provided in our "Here Are The Facts" supplemental disclosure.

(h) **Consents.** All consents required to be given by us pursuant to this Agreement must be given in writing, and such consents may be granted or withheld in our sole discretion.

(i) Interpretation. As used in this Agreement and all exhibits and attachments hereto,

(i) the words "you agree" or "we agree" or "you will" or "we will" mean an imperative duty and will be interpreted and construed to have the same meaning and effect as the words "you shall" or "you must" or "we shall" or "we must"; and

(ii) the words "including", "include" or "includes" will be interpreted and construed to have the same meaning and effect as the words "including, but not limited to" or "including, without limitation".

(j) WAIVER OF DAMAGES. YOU HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO OR CLAIM FOR ANY PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES AGAINST US, OUR AFFILIATES, AND OUR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, SERVANTS AND EMPLOYEES, IN THEIR CORPORATE AND INDIVIDUAL CAPACITIES, ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) AND AGREE THAT IN THE EVENT OF A DISPUTE, YOU WILL BE LIMITED TO THE RECOVERY OF ANY ACTUAL DAMAGES SUSTAINED BY YOU. IF ANY TERM OF THIS AGREEMENT IS FOUND OR DETERMINED TO BE UNCONSCIONABLE OR UNENFORCEABLE FOR ANY REASON, THE FOREGOING PROVISIONS OF WAIVER BY AGREEMENT OF PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES SHALL CONTINUE IN FULL FORCE AND EFFECT.

(k) Consultation with Advisors. You acknowledge that you have received, read and understands this Agreement and the related exhibits and agreements, that we have afforded you sufficient time and opportunity to consult with lawyers and other business and financial advisors selected by you about the potential benefits and risks of entering into this Agreement, and that you are entering into this Agreement of your own volition.

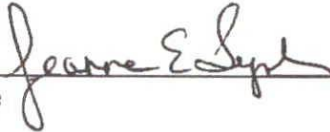
(l) Savings Clause. Any of your obligations that contemplate the performance of such obligation after the termination or expiration of this Agreement or the transfer of any interest herein, including Paragraphs 5, 17, 18, 19, 28, 29, and 30, will be deemed to survive such termination, expiration or transfer and will remain binding until fully discharged to our sole satisfaction.

(m) Fees. We may charge you a fee that we establish in our sole discretion if you request any changes or services related to the Agreement that we are not required to perform, including but not limited to name changes, incorporations, adding or removing an individual or entity from the Agreement, transfers or assignments of the Agreement (other than an assignment under Paragraph 25(b) of this Agreement to a transferee that pays us an initial franchise fee), or other similar activities.

You and we have executed this Agreement this 28 day of April, 2016.



7-ELEVEN, INC.



Signature

Signature

Dewari Hudson

Jeanne E. Lynch

Assistant Secretary/Franchise Sales Rep
Full Name (Typed)

Assistant Secretary
Full Name (Typed)

7-Eleven Office/Store No. 2708 - 32334C

Ops Support Admin., 3200 Hackberry Rd

Address of Office

Street

Irving

TX

75063

City

State

Zip

Facsimile Number: _____

Electronic Mail: franchiseenotice@7-11.com

FRANCHISEE(S)

OM N K S Incorporated



Signature

Signature

President/Secretary/Treasurer
Pinak Patel

Full Name (Typed)

Full Name (Typed)

Signature

Signature

Full Name (Typed)

Full Name (Typed)

EXHIBIT A

STORE

YOU ACCEPT THE STORE AS IS IN ITS CONDITION ON THE DATE OF THIS EXHIBIT, EXCEPT AS SPECIFICALLY NOTED ON THIS EXHIBIT

This Exhibit is based on the information we have on the date of this Agreement. It is accurate to the best of our knowledge and belief. If you request, we agree to make a complete copy of any master lease or any documents recorded against the Store available to you. If you have any questions about this Exhibit or you would like a more complete explanation of any item, please contact the Market Manager.

Store and Adjoining Property Lease Information:

7-ELEVEN Store No. 2708 - 32334C

Street 2130 W. Galena Blvd

<u>Aurora</u>	<u>IL</u>	<u>60506-3212</u>
City	State	Zip

- Plot Plan and Legal Description Attached
- Owned by us but leased to Franchisee commencing on Effective Date and expiring on Expiration Date, which is ten (10) years from the Effective Date, unless sooner terminated as provided in the Agreement.
- Leased by us

The term of our lease covering the real estate for the Store that is in effect on the Effective Date is scheduled to end on May 31 2018, but the lease may end earlier. We have 3 option(s) to extend the lease, for a term of 5 years for each option. We have no obligation to renew or exercise any option to extend the lease. The Term of this Agreement will end on the Expiration Date.

Special Charges:

Common Area (including landscaped areas): If we lease the Store, the master lease or declarations or other documents recorded against the Store, may impose common area maintenance charges or other charges for which you will be responsible; provided that such charges must have been provided for by the terms of the initial master lease or the terms of any options that existed at the time of the initial master lease. Please consult the master lease or recorded documents for a complete description of any such charges that will be assessed against the Store.

Other (for example, maintenance, required services, co-operative Advertising, rent taxes):

This location has Common Area Maintenance

**ENTITY FRANCHISEE AMENDMENT
TO FRANCHISE AGREEMENT**

The 7-Eleven, Inc. Franchise Agreement dated 28 April 2014 ("Franchise Agreement") by and between 7-Eleven, Inc. ("we", "us", or "our") and OM N K S Incorporated, ("Franchisee"), is hereby amended as set forth in this Entity Franchisee Amendment to Franchise Agreement ("Amendment") dated 28 April 2014.

RECITALS

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and we agree to modify the terms of the Franchise Agreement as follows:

1. **Definitions.** Exhibit E to the Franchise Agreement, Definitions, is hereby amended as follows:
 - a. The definition of "Affiliate" includes, as to you, each of your Principals.
 - b. The definition of "Operating Expenses" is hereby amended by the addition of the following at the end of that definition:

"Any costs or expenses (direct or indirect, organizational or otherwise) arising or resulting from, or attributable to, you becoming or remaining an entity are not included Operating Expenses."
 - c. The definition of "Franchisee" is hereby amended in its entirety to read as follows:

"Franchisee' means the entity named as the Franchisee on the signature page to the Entity Franchisee Amendment to this Franchise Agreement ("Entity Amendment") or subsequently added as a "Franchisee" in a writing signed by each of the parties. If there is more than one Franchisee, they will be jointly and severally liable for the obligations of the "Franchisee" under this Agreement."
 - d. A new definition of "Principals" is hereby added to Exhibit E and shall read in its entirety as follows:

"Principals' include, collectively and individually, all holders of an ownership interest in you and of any entity directly or indirectly controlling you and all of your officers and directors. If there is more than one Principal, all Principals will be jointly and severally liable for the obligations of the Franchisee under this Agreement."
 - e. A new definition of "Managing Principals" is hereby added to Exhibit E and shall read in its entirety as follows:

"Managing Principals' include, collectively and individually, all Principals as designated by you and us that will be responsible for the day-to-day operation of the Store. The Franchisee shall be the Managing Principals unless changed in writing by you and us as designated in Exhibit D.

documents shall be amended without first notifying us of the proposed amendment by certified mail, at the notices address specified in Paragraph 31(d) of this Agreement, and Ops Support Admin., 3200 Hackberry Rd
Irving, TX 75063 (Corporate Office), or at such other address or addresses as may be furnished in writing by us, and obtaining our consent to the amendment at least 45 days before any vote on it.

(vii) You agree to incur no liabilities except pursuant to this Agreement and any other 7-Eleven Franchise Agreement to which you are a party, and will not, directly or indirectly, engage in any business except pursuant to this Agreement and any such other 7-Eleven Franchise Agreement.

(viii) You agree not use any of our trademarks or any part or combination thereof (including, "7-Eleven", "seven", "eleven", "7", "11") as a part of your legal name.

(2) Ownership.

(i) The ownership interests in you are accurately and completely described in Exhibit B to the Entity Amendment. You must maintain at all times a current list of all owners of record and all beneficial owners of any class of voting securities in you . You must make your list of owners available to us upon request.

(ii) Your records contain, and will at all times contain, stop-transfer instructions against the transfer on your records of any of your equity securities and each stock certificate representing stock of the corporation has, and any new or replacement certificate shall have, conspicuously endorsed upon it a statement in the following form: ***"All shares of stock in this corporation are subject to the restrictions in our 7-Eleven Franchise Agreement and may not be held (except by a fiduciary of the estate of a deceased shareholder pending transfer pursuant to the terms of the Franchise Agreement) or transferred except in accordance with the Franchise Agreement. These restrictions may not be amended, repealed or revoked without 7-Eleven's written consent."***

(iii) If, after the execution of this Agreement, any person ceases to qualify as one of your Principals or if any individual succeeds to or otherwise comes to occupy a position which would qualify him as a Principal, such person must execute all documents and instruments (including the Principals' Covenant, Undertaking, Guaranty and Assumption Agreement attached as Exhibit B to the Entity Amendment ("Guaranty")) as we may require.

(3) Financial Matters.

(i) If we have requested them, you and each of your Principals have provided us with your and their most recent financial statements.

8. Selected Provisions. Section (g) of Exhibit D is hereby amended so that checks from us to you will be payable to _____ - JK - _____.

9. Post-Term Rights and Obligations. Paragraph 28 is hereby amended by the addition of a new subparagraph 28(d) which shall read in its entirety as follows:

“(d) Our Post-Term Option. Upon the termination or expiration of this Agreement, we shall have an option to acquire all of your ownership interests for the payment to your Principals, in proportion to their respective ownership interests, of an amount equal to your Net Worth under the Franchise Agreement at the time of such termination or expiration. Upon payment of the amount stated above, you and your Principals will indemnify and hold us harmless from and against any and all liabilities alleged or arising out of, in connection with, or as a result of operations under the Franchise Agreement or otherwise prior to the exercise of our option (including, but not limited to, all taxes, damages, and claims of creditors under applicable bulk sales provisions).”

10. Notices. You confirm that any of the Managing Principals is authorized to receive on your behalf any and all notices transmitted by us to you in connection with the Franchise Agreement.

11. Managing Principals. You acknowledge and agree that any of the Managing principals is authorized to take any actions on your behalf, and any such actions will bind you in connection with any matter arising under the Franchise Agreement. You further acknowledge and agree that we are authorized and obligated to deal with any of the Managing Principals on your behalf in connection with any matter arising under the Franchise Agreement. Any Managing principal(s) other than the Franchisee are designated on Exhibit D to this Amendment.

12. Personal Qualification. We are entering into this Amendment in reliance on your and your Principals' qualifications and upon your and your Principals' representation, covenant and agreement that, although you will be the Franchisee, your Managing Principals **will actively and substantially participate in the operation of the Store** and will have full management authority and responsibility for the operation of the Store. In addition, Paragraph 31(f) of the Franchise Agreement is amended in its entirety to read as follows:

“(f) We are entering into this Agreement in reliance on your and your Principals' qualifications and upon the representation and agreement that, although you will be the Franchisee, your Managing Principals **will actively and substantially participate in the operation of the Store** and will have full management authority and responsibility for the operation of the Store. No changes in the ownership and/or control of the franchise may be made without our advance written approval. Any person(s) subsequently added as a Managing Principal in a writing signed by you and us must likewise actively and substantially participate in the operation of the Store and have full managerial authority and responsibility for the operation of the Store. Notwithstanding the above, all principals shall be jointly and severally liable for all debts, liabilities and obligations whatsoever incurred by you under the Agreement.”


13. You agree to execute the Appointment of Agent attached hereto as Exhibit C.

14. Construction. The terms of this Amendment supersede any inconsistent or conflicting provisions in the Franchise Agreement, are for your benefit, and are not transferable without our prior written consent. Capitalized terms used but not defined in this Amendment shall have the meanings given to such terms in the Franchise Agreement. Except to the extent expressly set forth in this Amendment, the terms of the Franchise Agreement control.

IN WITNESS WHEREOF, you and we have executed this Entity Franchisee Amendment to Franchise Agreement as of the day and year first above written.

FRANCHISEE

OM N K S Incorporated

By 
President/Secretary/Treasurer
Pinak Patel

Date 4-28-16

By _____

Date _____


By _____

By _____

Date _____

Date _____

7-ELEVEN, INC.

By 
Assistant Secretary/Franchise Sales Rep
Dewari Hudson

Date 28 APR 2014

Exhibit C

APPOINTMENT OF AGENT

This Appointment of Agent is given as of the 28 day of APR, 20 16, by OM N K S Incorporated, a(n) Illinois corporation ("CORPORATION"), to 7-Eleven, Inc., a Texas corporation ("7-ELEVEN").

WHEREAS, 7-ELEVEN AND INDIVIDUALS entered into that certain 7-Eleven Franchise Agreement executed 28 APR 2010, and covering Store Number 32334C ("FRANCHISE AGREEMENT"); and

WHEREAS, 7-ELEVEN has requested the designation of an INDIVIDUAL to serve as agent for the purpose of receiving notices due under the FRANCHISE AGREEMENT.

NOW, THEREFORE, for and in consideration of these premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CORPORATION hereby designates, constitutes, and appoints _____ ("AGENT") as the person authorized to receive on behalf of CORPORATION any and all notices transmitted by 7-ELEVEN in connection with the FRANCHISE AGREEMENT. Any such notices directed to Agent shall be deemed notice upon CORPORATION. AGENT's address for receiving any such notices on behalf of CORPORATION is _____.

IN WITNESS WHEREOF, we have hereunto set our hands as of the date first above written.

FRANCHISEE

OM N K S Incorporated

By [Signature]
President/Secretary/Treasurer
Pinak Patel

Date 4-28-16

By _____

Date _____

By _____

By _____

Date _____

Date _____

7-ELEVEN, INC.

By [Signature]
Assistant Secretary/Franchise Sales Rep
Dewari Hudson

Date 28 APRIL 2016