

MEMORANDUM OF FRANCHISE AGREEMENT AND DEALER SUPPLY AGREEMENT
FOR DEALER-OWNED, FRANCHISEE-OPERATED FACILITY

This Memorandum of Franchise Agreement and Dealer Supply Agreement for Dealer-Owned, Franchisee-Operated Facility (this "Memorandum") dated December 18, 2006, is entered into by BP PRODUCTS NORTH AMERICA INC., a Maryland corporation, whose address is 4101 Winfield Road, MC 5E, Warrenville, IL 60555 ("BP"), and SHREE SHAKTI DEVELOPMENT, LLC, an Illinois limited liability company, whose address is c/o Amit Patel, 2304 Brinemore Court, Naperville, Illinois 60540 ("Franchisee").

1. Franchise Agreement. For valuable consideration, Franchisee grants to BP a right of first refusal to purchase all of Franchisee's interest, whether fee or leasehold, in the real property (the "Real Estate") commonly known as 3325 Hart Street, in the City of Dyer, County of Lake (the "County"), State of Indiana, and more particularly described in the attached Exhibit "A", and all improvements located at the Real Estate. The unrecorded Franchise Agreement between BP and Franchisee dated September 22, 2006 more fully sets forth the terms of BP's right of first refusal. The term of the Franchise Agreement is 20 years. The Franchise Agreement is incorporated by reference into this Memorandum. If a provision in this Memorandum conflicts with a provision in the Franchise Agreement regarding BP's right of first refusal, the provision in the Franchise Agreement will control.

2. Dealer Supply Agreement. For valuable consideration, Franchisee grants to BP a right of first refusal to purchase all of Franchisee's interest, whether fee or leasehold, in the real property (the "Real Estate") commonly known as 3325 Hart Street, in the City of Dyer, County of Lake (the "County"), State of Indiana, and more particularly described in the attached Exhibit "A", and all improvements located at the Real Estate. The unrecorded Dealer Supply Agreement between BP and Franchisee dated September 22, 2006 more fully sets forth the terms of BP's right of first refusal. The term of the Dealer Supply Agreement is 20 years. The Dealer Supply Agreement is incorporated by reference into this Memorandum. If a provision in this Memorandum conflicts with a provision in the Dealer Supply Agreement regarding BP's right of first refusal, the provision in the Dealer Supply Agreement will control.

3. Purpose of Memorandum; Conflicting Provisions. The purpose of this Memorandum is to make BP's rights of first refusal a matter of public record.

4. Expiration of the Agreement. Upon the expiration of the Franchise Agreement, or the Dealer Supply Agreement, and BP's receipt of a written request from Franchisee, BP shall record a termination of the affected Agreement and this Memorandum in the Official Records of the County.

NU 495587

FILED

DEC 28 2006

PEGGY HOLINGA KATONA
LAKE COUNTY AUDITOR

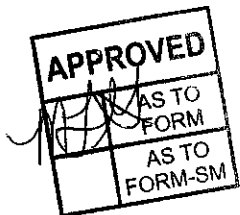
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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

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BP:

BP PRODUCTS NORTH AMERICA INC.,
a Maryland corporation



By:

[Handwritten Signature]

Attest:

[Handwritten Signature]

Assistant Secretary

FRANCHISEE:

SHREE SHAKTI DEVELOPMENT, LLC, an Illinois
limited liability company

WITNESSES:

By: _____
 Printed Name: _____
 Printed Title: _____

Document is NOT OFFICIAL!
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"I affirm, under the penalties of perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law."

DIANE TISCH

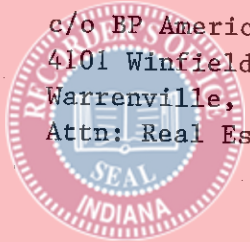
signature

Prepared by:

BP Products North America Inc.
c/o BP America Inc.
4101 Winfield Road
Warrenville, Illinois 60555
Attn: Real Estate Attorney



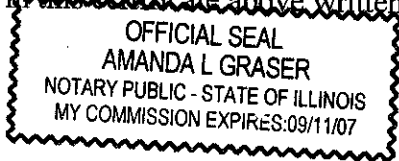
When Recorded Return to:
Metropolitan Title Company
National Services Division
7891 Lochlin Drive
Brighton, MI 48116



STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

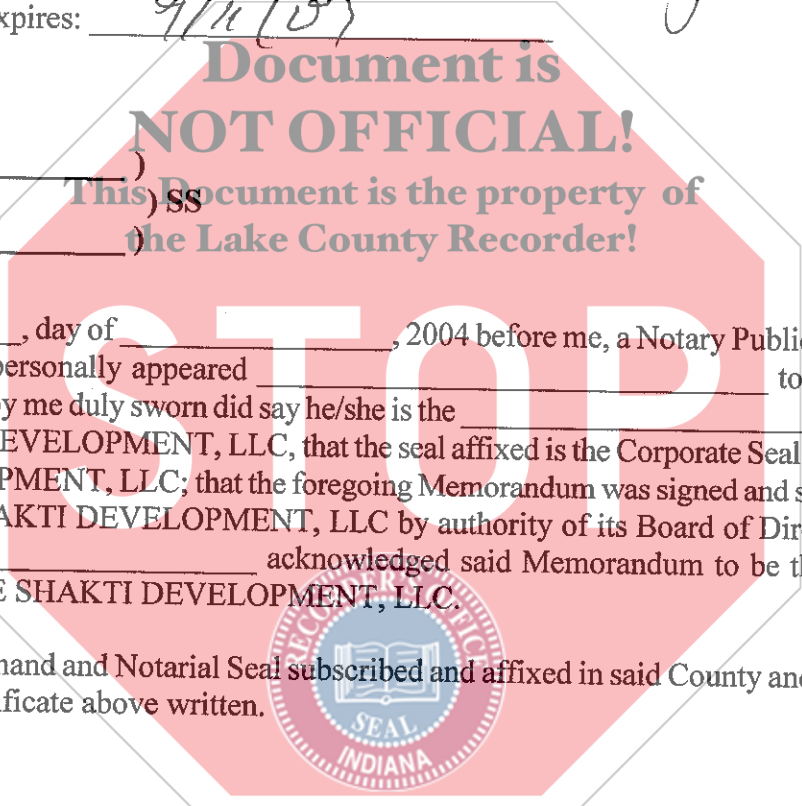
On this 17th day of December, 2004 before me, a Notary Public in and for said County and State, personally appeared Stephen Faletto to me personally known, who being by me duly sworn did say he/she is the Investment Mgr. of BP PRODUCTS NORTH AMERICA INC., that the seal affixed is the Corporate Seal of said BP PRODUCTS NORTH AMERICA INC.; that the foregoing Memorandum was signed and sealed on behalf of said BP PRODUCTS NORTH AMERICA INC. by authority of its Board of Directors and said Stephen Faletto acknowledged said Memorandum to be the free act and deed of said BP PRODUCTS NORTH AMERICA INC.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.



Amanda L Graser
Notary Public

My Commission Expires: 9/11/07



STATE OF _____)
) SS
COUNTY OF _____)

On this _____, day of _____, 2004 before me, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who being by me duly sworn did say he/she is the _____ of SHREE SHAKTI DEVELOPMENT, LLC, that the seal affixed is the Corporate Seal of said SHREE SHAKTI DEVELOPMENT, LLC; that the foregoing Memorandum was signed and sealed on behalf of said SHREE SHAKTI DEVELOPMENT, LLC by authority of its Board of Directors and said _____ acknowledged said Memorandum to be the free act and deed of said SHREE SHAKTI DEVELOPMENT, LLC.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.



Notary Public

My Commission Expires: _____

BP:

BP PRODUCTS NORTH AMERICA INC.,
a Maryland corporation

By: _____

Attest: _____

Assistant Secretary

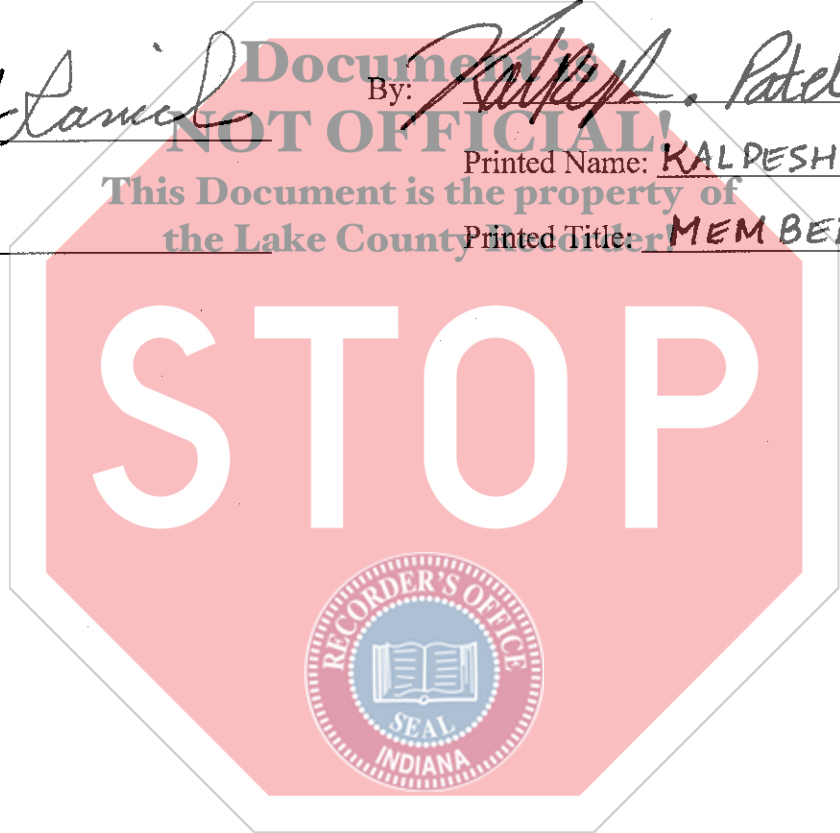
FRANCHISEE:

SHREE SHAKTI DEVELOPMENT, LLC, an Illinois
limited liability company

WITNESSES:




 By: _____
 Printed Name: KALDESH PATEL
 Printed Title: MEMBER



STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

On this _____, day of _____, 2004 before me, a Notary Public in and for said County and State, personally appeared _____ to me personally known, who being by me duly sworn did say he/she is the _____ of BP PRODUCTS NORTH AMERICA INC., that the seal affixed is the Corporate Seal of said BP PRODUCTS NORTH AMERICA INC.; that the foregoing Memorandum was signed and sealed on behalf of said BP PRODUCTS NORTH AMERICA INC. by authority of its Board of Directors and said _____ acknowledged said Memorandum to be the free act and deed of said BP PRODUCTS NORTH AMERICA INC.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.

Notary Public

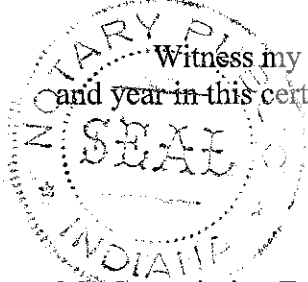
My Commission Expires: _____

STATE OF INDIANA)
) SS
COUNTY OF LAKE)

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On this 15th, day of DECEMBER, 2006 before me, a Notary Public in and for said County and State, personally appeared KALPESH PATEL to me personally known, who being by me duly sworn did say he/she is the MEMBER of SHREE SHAKTI DEVELOPMENT, LLC, that the seal affixed is the Corporate Seal of said SHREE SHAKTI DEVELOPMENT, LLC; that the foregoing Memorandum was signed and sealed on behalf of said SHREE SHAKTI DEVELOPMENT, LLC by authority of its ~~Board of Directors~~ MEMBERS and said KALPESH PATEL acknowledged said Memorandum to be the free act and deed of said SHREE SHAKTI DEVELOPMENT, LLC.

Witness my hand and Notarial Seal subscribed and affixed in said County and State, the day and year in this certificate above written.



Wendy Hensley
Notary Public - Wendy Hensley

My Commission Expires: 10/4/07

LEGAL DESCRIPTION OF THE REAL ESTATE

Situated in the City of Dyer, County of Lake, State of Indiana, and is described as follows:

Lot 1 as shown on the plat of Amoco South addition recorded July 25, 2000 in the Office of the Recorder of Lake County, Indiana.

PIN: 12-14-0288-0001

Common Address: 3325 Hart Street, Dyer, IN

Service Station No.: 14025



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