

Escrow/Title No.:377028-011

RECORDING REQUESTED BY
FIRST AMERICAN TITLE INSURANCE
COMPANY, AND WHEN RECORDED,
RETURN TO:

BP West Coast Products LLC
4 Centerpointe Drive, 4th Floor
La Palma, California 90623-1066
Attn: Jeamilette Castro-Gallo

ARCO Facility No.: 05581
SCDB No.: 29526
DOFO No.: 83135
Location: 830 Moore Street
Sedro Woolley, WA 98284



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Skagit County Auditor

3/24/2009 Page 1 of 8 1:54PM

GUARDIAN NORTHWEST TITLE CO.

45969-4

FOR RECORDER'S USE

**MEMORANDUM OF GASOLINE AGREEMENT FOR DEALER-OWNED,
FRANCHISEE-OPERATED FACILITY**

Tax Account Number: 350424-1-001-0004

Abbreviated Legal Description: Lot 1 BLA Survey 9107120026A
PTN NE 1/4 OF NE 1/4, 24-35-4 E W.M.

This Memorandum of Gasoline Agreement for Dealer-Owned, Franchisee-Operated Facility (this "Memorandum") dated March 24, 2009 is entered into by BP WEST COAST PRODUCTS LLC, a Delaware limited liability company, whose address is 4 Centerpointe Drive, La Palma, LPR 4-411, California 90623-1066 ("BPWCP"), and EB&W OIL, INC., a Washington corporation, whose address is 29305 Las Terreno Lane, Valencia, California 91354 ("Franchisee").

1. Right of First Refusal. For valuable consideration, Franchisee grants to BPWCP 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 830 Moore Street, in the City of Sedro Woolley, County of Skagit (the "County"), State of Washington, and more particularly described in the attached Exhibit "A", and all improvements located at the Real Estate.

2. Contract Dealer Gasoline Agreement. The terms of BPWCP's right of first refusal are more fully set forth in the unrecorded Contract Dealer Gasoline Agreement (the "Agreement") between BPWCP and Franchisee dated January 1, 2009. The term of the Agreement is twenty (20) years. The Agreement is incorporated by reference into this Memorandum.

3. Purpose of Memorandum; Conflicting Provisions. The purpose of this Memorandum is to make BPWCP's right of first refusal a matter of public record. If a provision in this Memorandum conflicts with a provision in the Agreement regarding BPWCP's right of first refusal, the provision in the Agreement will control.

4. Expiration of the Agreement. Upon the expiration of the Agreement and BPWCP's receipt of a written request from Franchisee, BPWCP shall record a termination of the Agreement and this Memorandum in the Official Records of the County.

5. Counterparts. The parties may sign this Memorandum in counterparts. The signature pages from the separately signed counterparts may be attached to one copy of this Memorandum to form a single document.

(See signatures on the next page.)



BPWCP:

BP WEST COAST PRODUCTS LLC,
a Delaware limited liability company

By: [Signature]
Printed Name: Austin J. McGreal
Printed Title: Vice President

Attest: [Signature]
Printed Name: Catherine A Colbert
Printed Title: Assistant Secretary

FRANCHISEE:

EB&W OIL, INC.,
a Washington corporation

By: _____
Ehab Dahabreh
President



200903240062
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3/24/2009 Page 3 of 8 1:54PM

BPWCP:

BP WEST COAST PRODUCTS LLC,
a Delaware limited liability company

By: _____

Printed Name: _____

Printed Title: _____

Attest: _____

Printed Name: _____

Printed Title: _____

FRANCHISEE:

EB&W OIL, INC.,
a Washington corporation

By: _____

Ehab Dahabreh
President



200903240062
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3/24/2009 Page 4 of 8 1:54PM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

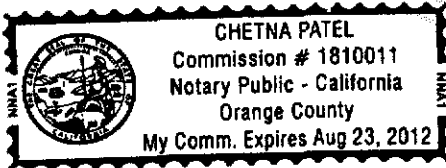
On December 11, 2008 before me, Chetna Patel, Notary Public

DATE

Name, Title Of Officer - E.G., "Jane Doe, Notary Public"

personally appeared Austin J. McGreal.

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instruments.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Chetna Patel

Signature of Notary

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

- INDIVIDUAL
- CORPORATE OFFICER

VICE PRESIDENT

- PARTNER(S) LIMITED
- GENERAL

- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER:

TITLE OR TYPE OF DOCUMENTS

NUMBER OF PAGES

DATE OF DOCUMENTS

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)
BP West Coast Products, LLC



200903240062

Skagit County Auditor

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On December 11, 2008 before me, Esther K Kaili, Notary Public
Date Name Title Of Officer - E.G., "Jane Doe, Notary Public"

personally appeared Catherine A Colbert
Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instruments.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Esther K. Kaili

Signature of Notary

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

INDIVIDUAL
 CORPORATE OFFICER-Assistant Secretary

Franchisee-Operated Facility Agreement for Dealer-owned, Memorandum of gasoline
TITLE OR TYPE OF DOCUMENTS

PARTNER(S) LIMITED
 GENERAL

3

NUMBER OF PAGES

ATTORNEY-IN-FACT
 TRUSTEE(S)
 GUARDIAN OR CONSERVATOR
 OTHER:

December 11, 2008

DATE OF DOCUMENTS

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

BP West Coast Products LLC.

SIGNER(S) OTHER THAN NAMED ABOVE



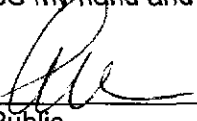
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State of California)
County of Los Angeles) ss.

On March 17, 2009, before me, Aykanush Akopyan, a Notary Public, personally appeared Ehab Dahabreh, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public (Seal)



h#05581/SCDB#29526
2141162.2/17468.039

Memorandum of Gasoline Agreement



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**EXHIBIT "A"
LEGAL DESCRIPTION**

Site #05581

LOT 1 OF BOUNDARY LINE ADJUSTMENT SURVEY RECORDED JULY 12, 1991, UNDER AUDITOR'S FILE NO. 9107120026, RECORDS OF SKAGIT COUNTY, WASHINGTON; MORE FULLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE NORTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE WEST RIGHT OF WAY LINE (40 FEET FROM CENTERLINE) OF TOWNSHIP ROAD WITH THE NORTH RIGHT OF WAY LINE (75 FEET FROM CENTERLINE) OF SECONDARY STATE HIGHWAY NO. 1-A, THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE OF TOWNSHIP ROAD, A DISTANCE OF 96.58 FEET TO A POINT 120 FEET NORTH OF, AS MEASURED PERPENDICULAR TO SAID SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION; THENCE CONTINUING NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 52.00 FEET; THENCE NORTH 88 DEGREES 51 MINUTES 15 SECONDS WEST, 265.18 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, 152.02 FEET TO A LINE PARALLEL WITH AND 20 FEET NORTH OF, AS MEASURED PERPENDICULAR TO, SAID SOUTH LINE OF THE NORTHEAST 1/4; THENCE SOUTH 88 DEGREES 51 MINUTES 15 SECONDS EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 188.98 FEET TO A POINT OF INTERSECTION WITH SAID NORTHERLY RIGHT OF WAY LINE (75 FEET FROM THE CENTERLINE) OF SECONDARY STATE HIGHWAY NO. 1-A; THENCE NORTH 88 DEGREES 33 MINUTES 29 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 76.20 FEET TO THE POINT OF BEGINNING.

SITUATE IN THE COUNTY OF SKAGIT, STATE OF WASHINGTON.

h#05581/SCDB#29526
2141162.2/17468.039

Exhibit A to Memorandum of Gasoline Agreement



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