

WB-24 OPTION TO PURCHASE

1 BROKER DRAFTING THIS OPTION ON 12/01/2009 [DATE] IS AGENT OF (SELLER)(BUYER)(DUAL AGENT) **STRIKE TWO**
2 The Seller, Redevelopment Authority of the City of Racine, hereby grants to Buyer,
3 Better Day Petroleum Co. and/or its assigns, an option to purchase (Option) the Property
4 known as [Street Address] See Addendum in the
5 City of Racine, County of Racine, Wisconsin,

6 (if this Option is to be recorded, insert legal description at lines 218-224 or attach as an addendum per line 225) on the following terms:

7 **DEADLINE FOR GRANT OF OPTION** This Option is void unless a copy of the Option which has been signed by or on behalf of
8 all Owners is delivered to Buyer on or before December 17, 2009 (Time is of the Essence).

9 **OPTION TERMS** An option fee of \$ 5,000.00 will be paid by Buyer within 5 days of the granting of this Option, and
10 shall not be refundable if the Option is not exercised. If the Option is exercised, \$ 5,000.00 of the option fee shall be a credit
11 against the purchase price at closing. This Option may only be exercised by delivering written notice to Seller no later than
12 midnight April 29, 2010. Buyer may sign and deliver the notice at lines 247-248, or may deliver any other written notice
13 which specifically indicates an intent to exercise this Option. This Option shall be extended until _____, upon
14 payment of \$ _____ in cash or equivalent to Seller on or before _____, as an option extension
15 fee which shall not be refundable if this Option is not exercised. If this Option is exercised, \$ _____ of the option extension
16 fee shall be a credit against the purchase price at closing. The option fee and option extension fee shall be (paid directly to Seller)
17 ~~(held in listing broker's trust account until _____)~~

18 _____) **STRIKE ONE**.
19 This Option, or a separate instrument evidencing this Option, (may) (may not) **STRIKE ONE** be recorded. CAUTION: FAILURE TO
20 RECORD MAY GIVE PERSONS WITH SUBSEQUENT INTERESTS IN THE PROPERTY PRIORITY OVER THIS OPTION.

21 **TERMS OF PURCHASE** If this Option is exercised per the terms of this Option, the following shall be the terms of purchase:

22 PURCHASE PRICE: See Addendum
23 _____ Dollars (\$ _____) will be paid in cash or equivalent at closing unless otherwise provided below.
24 ADDITIONAL ITEMS INCLUDED IN PURCHASE PRICE: Seller shall include in the purchase price and transfer, free and clear of
25 encumbrances, all fixtures, as defined at lines 172-175 and as may be on the Property on the date of this Option, unless excluded at lines
26 28-29, and the following additional items: N/A

27 _____
28 ITEMS NOT INCLUDED IN THE PURCHASE PRICE: Plaque for Peder Back Park (to be relocated by the City of Racine)
29 Farmers Market sign (property of the West Racine Business & Professional Association.)

30 CONVEYANCE OF TITLE: Upon payment of the purchase price, Seller shall convey the Property by warranty deed (or
31 other conveyance as provided herein) free and clear of all liens and encumbrances, except: municipal and zoning ordinances and
32 agreements entered under them, recorded easements for the distribution of utility and municipal services, recorded building and use
33 restrictions and covenants, general taxes levied in the year of closing and Redevelopment Authority of the City of Racine shall
34 be responsible for paying for any assessments or special charges before closing on the property. (provided none
35 of the foregoing prohibit present use of the Property), which constitutes merchantable title for purposes of this transaction. Seller
36 further agrees to complete and execute the documents necessary to record the conveyance.

37 **PLACE OF CLOSING** This transaction is to be closed at the place designated by Buyer's mortgagee or City Attorney's Office
38 _____ within 10 days after the exercise of the Option, unless another date or place is agreed to in writing.

39 **OCCUPANCY** Occupancy of the entire Property shall be given to Buyer at time of closing unless otherwise provided in this Option
40 (lines 218-224 or in an addendum per line 225). Occupancy shall be given subject to tenant's rights, if any. Caution: Consider
41 an agreement which addresses responsibility for clearing the Property of personal property and debris, if applicable.

42 **LEASED PROPERTY** If Property is currently leased and lease(s) extend beyond closing, Seller shall assign Seller's rights under the
43 lease(s) and transfer all security deposits and prepaid rents thereunder to Buyer at closing. The terms of the (written) (oral) **STRIKE ONE**
44 lease(s), if any, are Buyer to be involved w/ negotiation of new lease w/ Farmers Market on site.

45 **CLOSING PRORATIONS** The following items shall be prorated at closing: real estate taxes, rents, private and municipal charges,
46 property owner's association assessments, fuel and Sewer assessments, special charges and other assessments associated
47 with the property. Any income, taxes or expenses shall accrue to Seller, and be prorated, through the day prior to closing. Net
48 general real estate taxes shall be prorated based on (the net general real estate taxes for the current year, if known, otherwise on the net
49 general real estate taxes for the preceding year) (_____) **STRIKE AND COMPLETE AS APPLICABLE**

50 _____) **STRIKE AND COMPLETE AS APPLICABLE**
51 CAUTION: If proration on the basis of net general real estate taxes is not acceptable (for example, completed/pending
52 reassessment, changing mill rate, lottery credits), insert estimated annual tax or other formula for proration.

53 **ZONING** Seller represents that the property is zoned B-2 Community shopping

54 **REPRESENTATIONS REGARDING PROPERTY AND TRANSACTION** Seller represents to Buyer that as of the date Seller grants this
55 Option Seller has no notice or knowledge of conditions affecting the Property or transaction (as defined at lines 63 - 88) other than those
56 identified in Seller's property condition report, dated _____, which was received by Buyer prior to Buyer signing
57 this Option. **COMPLETE DATE OR STRIKE AS APPLICABLE** and The property is in the West Racine Business Improvement
58 District. A portion of the property is in the West Racine Parking Assessment District

59 Seller agrees to notify Buyer of any condition affecting the Property or transaction which is materially inconsistent with the above
 60 representations, which arises after this Option is granted, but prior to exercise of this Option. Buyer shall have reasonable access to the
 61 Property, upon reasonable notice, from the time this Option is granted until the time for closing, for the purpose of inspecting and testing
 62 the Property to the extent reasonably necessary to fulfill the inspection and testing provisions of this Option. (See lines 110-124).
 63 A "condition affecting the Property or transaction" is defined as follows:

64 (a) planned or commenced public improvements which may result in special assessments or otherwise materially affect the
 65 Property or the present use of the Property;

66 (b) completed or pending reassessment of the Property for property tax purposes;

67 (c) government agency or court order requiring repair, alteration or correction of any existing condition;

68 (d) any land division involving the subject Property, for which required state or local approvals had not been obtained;

69 (e) any portion of the Property being in a 100 year floodplain, a wetland or a shoreland zoning area under local, state or federal laws;

70 (f) conditions constituting a significant health or safety hazard for occupants of Property; **Note: Possible LBP Disclosure Requirement.**

71 (g) underground or aboveground storage tanks on the Property for storage of flammable or combustible liquids including but not
 72 limited to gasoline and heating oil which are currently or which were previously located on the Property; **NOTE: Wis. Adm.**
 73 **Code, Chapter Comm 10 contains registration and operation rules for such underground and aboveground storage tanks.**

74 (h) material violations of environmental laws or other laws or agreements regulating the use of the Property;

75 (i) high voltage electric (100 KV or greater) or steel natural gas transmission lines located on but not directly serving the Property;

76 (j) any portion of the Property being subject to, or in violation of, a Farmland Preservation Agreement under a County Farmland Preservation
 77 Plan or enrolled in, or in violation of, a Forest Crop, Woodland Tax, Managed Forest, Conservation Reserve or comparable program;

78 (k) boundary disputes or material violation of fence laws (Wis. Stats. Chapter 90) which require the erection and maintenance of legal
 79 fences between adjoining properties where one or both of the properties is used and occupied for farming or grazing purposes;

80 (l) wells on the Property required to be abandoned under state regulations (Wis. Adm. Code NR 112.26) but which are not abandoned;

81 (m) cisterns or septic tanks on the Property which are currently not servicing the Property;

82 (n) subsurface conditions which would significantly increase the cost of building on the property including, but not limited to, subsurface
 83 foundations, organic or non-organic fill, dumpsites or containers on Property which contained or currently contain toxic or hazardous
 84 materials, high groundwater, soil conditions (e.g. low load bearing capacity) or excessive rocks or rock formations on the Property;

85 (o) a lack of legal vehicular access to the Property from public roads;

86 (p) prior reimbursement for corrective action costs under the Agricultural Chemical Cleanup Program (Wis. Stats. §94.73);

87 (q) other conditions or occurrences which would reduce the value of the Property to a reasonable person with knowledge of the
 88 nature and scope of the condition or occurrence.

89 **PROPERTY DIMENSIONS AND SURVEYS:** Buyer acknowledges that any land dimensions, total square footage/acreage
 90 figures, or allocation of acreage information, provided to Buyer by Seller or by a broker, may be approximate because of
 91 rounding or other reasons, unless verified by survey or other means. **CAUTION: Buyer should verify land dimensions, total**
 92 **square footage/acreage figures or allocation of acreage information if material to Buyer's decision to purchase.**

93 **PROPERTY DAMAGE BETWEEN EXERCISE OF OPTION AND CLOSING:** Seller shall maintain the Property until the earlier of
 94 closing or occupancy of Buyer in materially the same condition as of the date Buyer exercises this Option, except for ordinary wear and
 95 tear. If, prior to closing, the Property is damaged in an amount of not more than five per cent (5%) of the purchase price, Seller shall be
 96 obligated to repair the Property and restore it to the same condition that it was on the day this Option is exercised. If the damage is greater
 97 than 5% of the purchase price, Seller shall promptly notify Buyer in writing of the damage and this Option may be rescinded by Buyer and
 98 all Option fees paid by Buyer shall be immediately returned to Buyer. Should Buyer elect to exercise this Option despite such damage,
 99 Seller shall either repair the Property and restore it to the same condition that it was on the day of exercise of this Option, except for
 100 ordinary wear and tear or Buyer shall be entitled to the insurance proceeds relating to the damage to the Property, plus a credit
 101 towards the purchase price equal to the amount of Seller's deductible on such policy.

102 **BUYER DUE DILIGENCE:** Prior to exercising this Option Buyer may need to perform certain inspections, investigations and testing.
 103 Buyer is only authorized to do those inspections, investigations and tests which are authorized at lines 196-200 or lines 218-225. In
 104 addition to these inspections, investigations and tests, Buyer may need to obtain financing, approvals or other information, including
 105 but not limited to building permits, zoning variances, Architectural Control Committee approvals, review of condominium documents,
 106 review of business records, estimates for utility hook-up expenses, special assessments, charges for installation of roads or utilities, etc.
 107 **WARNING:** If Buyer contemplates developing Property or a use other than the current use, there are a variety of issues which should
 108 be addressed in order to determine the feasibility of development of, or a particular use for, a property. Buyer is solely
 109 responsible for all expenses relating to financing, inspections, investigations, testing, approvals, permits, estimates, etc.

110 **INSPECTIONS:** An "inspection" is defined as an observation of the Property which does not include testing of the Property, other than
 111 testing for leaking LP gas or natural gas used as a fuel source, which are hereby authorized. Seller agrees to allow Buyer's inspectors
 112 reasonable access to the Property upon reasonable notice for those inspections authorized at lines 197-198. Buyer agrees to
 113 promptly restore the Property to its original condition after Buyer's inspections are completed, unless otherwise agreed in this Option.

114 **TESTING:** Except as otherwise provided, Seller's authorization for inspections does not authorize Buyer to conduct testing of the
 115 Property. A "test" is defined as the taking of samples of materials such as soils, water, air or building materials from the Property and
 116 the laboratory or other analysis of these materials. Seller agrees to allow Buyer's testers reasonable access to the Property upon
 117 reasonable notice for those tests authorized at lines 199-200. Note: The authorization for testing should specify the areas of the
 118 Property to be tested, the purpose of the test, (e.g., to determine if environmental contamination is present), any limitations on Buyer's
 119 testing and any other material terms of the authorization. Unless otherwise agreed, Buyer shall return the Property to its original
 120 condition following testing. Seller acknowledges that certain inspections or tests may detect environmental pollution
 121 which may be required to be reported to the Wisconsin Department of Natural Resources.

122 **PRE-CLOSING INSPECTION:** At a reasonable time, pre-approved by Seller or Seller's agent, within 3 days before closing, Buyer
 123 shall have the right to inspect the Property to determine that there has been no significant change in the condition of the Property,
 124 except for changes approved by Buyer.

125 **CONDOMINIUM DISCLOSURES:** If the Property is a Condominium, Seller agrees to provide Buyer, at Seller's cost (see
 126 Wisconsin Statutes §703.20(2)), complete, current copies of the disclosure materials (organization and operational documents, plans, financial

127 statements, and in the case of a conversion condominium property information) as required by Wisconsin Statutes §703.33 no later than 15
 128 days prior to closing and any amendment to these materials promptly after it's adoption (except as limited for small residential
 129 condominiums per Wisconsin Statutes §703.365). These materials are available at cost from the condominium association. As provided in
 130 Wisconsin Statutes §703.33(4), Buyer may, within five business days after receipt of these documents, including any material modification
 131 thereto, rescind this Option by written notice mailed or delivered to Seller, the date of mailing or actual delivery being the effective date of notice.

132 **TITLE EVIDENCE**

133 **FORM OF TITLE EVIDENCE:** Seller shall give evidence of title in the form of an owner's policy of title insurance in the amount of the
 134 purchase price on a current ALTA form issued by an insurer licensed to write title insurance in Wisconsin. **CAUTION: IF TITLE**
 135 **EVIDENCE WILL BE GIVEN BY ABSTRACT, STRIKE TITLE INSURANCE PROVISIONS AND INSERT ABSTRACT PROVISIONS.**

136 **PROVISION OF MERCHANTABILITY TITLE:** Seller shall pay all costs of providing title evidence. For purposes of closing, title evidence shall
 137 be acceptable if the commitment for the required title insurance is delivered to Buyer's attorney or Buyer not less than 3 business days
 138 before closing, showing title to the Property as of a date no more than 15 days before delivery of such title evidence to be merchantable, subject
 139 only to liens which will be paid out of the proceeds of closing and standard title insurance requirements and exceptions, as
 140 appropriate. **CAUTION: BUYER SHOULD CONSIDER UPDATING THE EFFECTIVE DATE OF THE TITLE COMMITMENT PRIOR**
 141 **TO CLOSING OR A "GAP ENDORSEMENT" WHICH WOULD INSURE OVER LIENS FILED BETWEEN THE EFFECTIVE DATE**
 142 **OF THE COMMITMENT AND THE DATE THE DEED IS RECORDED.**

143 **TITLE ACCEPTABLE FOR CLOSING:** If title is not acceptable for closing, Buyer shall notify Seller in writing of objections to title by
 144 the time set for closing. In such event, Seller shall have a reasonable time, but not exceeding 15 days, to remove the objections, and
 145 the time for closing shall be extended as necessary for this purpose. In the event that Seller is unable to remove said objections, Buyer
 146 shall have 5 days from receipt of notice thereof, to deliver written notice waiving the objections, and the time for closing shall be
 147 extended accordingly. If Buyer does not waive the objections, this Option shall be null and void. Providing title evidence acceptable for
 148 closing does not extinguish Seller's obligations to give merchantable title to Buyer.

149 **SPECIAL ASSESSMENTS:** Special assessments, if any, for work actually commenced or levied prior to date this Option is exercised
 150 shall be paid by Seller no later than closing. All other special assessments shall be paid by Buyer. **CAUTION: Consider a special**
 151 **agreement if area assessments, property owner's association assessments or other expenses are contemplated. "Other expenses"**
 152 **are one-time charges or ongoing use fees for public improvements (other than those resulting in special assessments) relating to**
 153 **curb, gutter, street, sidewalk, sanitary and stormwater and storm sewer (including all sewer mains and hook-up and interceptor**
 154 **charges), parks, street lighting and street trees, and impact fees for other public facilities, as defined in Wis. Stat. §66.55(1)(c) & (f).**

155 **DELIVERY/RECEIPT**

156 Unless otherwise stated in this Option, any signed document transmitted by facsimile machine (fax) shall be treated in all manner and respects
 157 as an original document and the signature of any Party upon a document transmitted by fax shall be considered an original signature. Personal
 158 delivery to, or actual receipt by, any named Buyer or Seller constitutes personal delivery to, or actual receipt by Buyer or Seller. Once
 159 received, a notice cannot be withdrawn by the Party delivering the notice without the consent of the Party receiving the notice. A Party may
 160 not unilaterally reinstate a contingency after a notice of a contingency waiver has been received by the other Party. The delivery
 161 provisions in this Option may be modified when appropriate (e.g., when mail delivery is not desirable (see lines 203-209). Buyer
 162 and Seller authorize the agents of Buyer and Seller to distribute copies of the Option to Buyer's lender, appraisers, title insurance companies
 163 and any other settlement service providers for the transaction as defined by the Real Estate Settlement Procedures Act (RESPA).

164 **DATES AND DEADLINES**

165 Deadlines expressed as a number of "days" from an event, such as exercise of this Option, are calculated by excluding the day the
 166 event occurred and by counting subsequent calendar days. The deadline expires at midnight on the last day. Deadlines expressed as
 167 a specific number of "business days" exclude Saturdays, Sundays, any legal public holiday under Wisconsin or Federal law, and other
 168 day designated by the President such that the postal service does not receive registered mail or make regular deliveries on that day.
 169 Deadlines expressed as a specific number of "hours" from the occurrence of an event, such as receipt of a notice, are calculated from
 170 the exact time of the event, and by counting 24 hours per calendar day. Deadlines expressed as a specific day of the calendar year or
 171 as the day of a specific event, such as closing, expire at midnight of that day.

172 **FIXTURES** A "fixture" is defined as an item of property which is physically attached to or so closely associated with land
 173 or improvements so as to be treated as part of the real estate, including, without limitation, physically attached items
 174 not easily removable without damage to the Property, items specifically adapted to the Property, and items customarily
 175 treated as fixtures.

176 **ENTIRE CONTRACT** This Option, including any amendments to it, contains the entire agreement of the Buyer and Seller regarding
 177 the transaction. All prior negotiations and discussions have been merged into this Option. This agreement binds and inures to the
 178 benefit of the Parties to this Option and their successors in interest.

179 **DEFAULT** Seller and Buyer each have the legal duty to use good faith and due diligence in completing the terms and conditions
 180 of the terms of purchase after exercise of this Option. A material failure to perform any obligation under the terms of purchase after
 181 exercise of this Option is a default which may subject the defaulting party to liability for damages or other legal remedies.

182 If **Buyer defaults** under the terms of purchase after exercise of this Option, Seller may:

- 183 (1) sue for specific performance and request the earnest money as partial payment of the purchase price; or
- 184 (2) terminate the purchase agreement and have the option to sue for actual damages.

185 If **Seller defaults** under the terms of purchase after exercise of this Option, Buyer may:

- 186 (1) sue for specific performance; or
- 187 (2) terminate the purchase agreement and sue for actual damages.

188 In addition, the Parties may seek any other remedies available in law or equity.

189 The Parties understand that the availability of any judicial remedy will depend upon the circumstances of the situation and the
 190 discretion of the courts. If either Party defaults, the Parties may renegotiate the terms of purchase or seek nonjudicial dispute resolution
 191 instead of the remedies outlined above. By agreeing to binding arbitration, the Parties may lose the right to litigate in a court of law those
 192 disputes covered by the arbitration agreement.

193 **RENTAL WEATHERIZATION** Unless otherwise agreed Buyer shall be responsible for compliance with Rental Weatherization Standards
 194 (Wis. Adm. Code Comm. 67), if applicable.

195 PROPERTY ADDRESS: _____ [page 4 of 4, WB-24]

196 **AUTHORIZATION FOR INSPECTIONS AND TESTS** Buyer is authorized to conduct the following inspections and tests (see lines 110-121).

197 INSPECTIONS: Environmental and Geotechnical investigations subject to 10 day advance notification and approval

198 by Seller.

199 TESTS: _____

200

201 **DELIVERY OF DOCUMENTS AND WRITTEN NOTICES** Unless otherwise stated in this Option, delivery of documents and written notices to a Party shall be effective only when accomplished by one of the methods specified at lines 203-212.

203 (1) By depositing the document or written notice postage or fees prepaid in the U.S. Mail or fees prepaid or charged to an account with a commercial delivery service, addressed either to the Party, or to the Party's recipient for delivery designated at lines 206 or 208 (if any), for delivery to the Party's delivery address at lines 207 or 209.

206 Seller's recipient for delivery (optional): Brian O'Connell, Director of City Development

207 Seller's delivery address: City Hall Room 306, 730 Washington Avenue Racine WI 53403

208 Buyer's recipient for delivery (optional): John Shannon, Attorney

209 Buyer's delivery address: 1300 South Green Bay Road Suite 104 Racine WI 53406

210 (2) By giving the document or written notice personally to the Party or the Party's recipient for delivery if an individual is designated at lines 206 or 208.

211 (3) By fax transmission of the document or written notice to the following telephone number:

212 Buyer: (262) 6371460

Seller: (262) 635-5347

213 **TIME IS OF THE ESSENCE** "Time is of the Essence" as to payment of option fees and extension fee and all other dates and deadlines in this Option except: _____ . If "Time is of the Essence"

215 applies to a date or deadline, failure to perform by the exact date or deadline is a breach of contract. If "Time is of the Essence" does not apply to a date or deadline, then performance within a reasonable time of the date or deadline is allowed before a breach occurs.

217 This Option (is)(is not) **STRIKE ONE** assignable. This Property (is) (is not) **STRIKE ONE** homestead property.

218 **ADDITIONAL PROVISIONS** This option is granted to give the Buyer time to submit for review and seek approval of its development proposal by public bodies of the City of Racine, per the attached addendum for submittals. This option is for a specific development proposal substantially the same as that presented in Buyer's letter of September 11, 2009 to the City Council.

222
223
224

225 **ADDENDA** The attached _____ Addendum _____ is/are made part of this Option.

226 IF GRANTED, THIS OPTION CAN CREATE A LEGALLY ENFORCEABLE CONTRACT. BOTH PARTIES SHOULD READ THIS OPTION AND ALL ATTACHMENTS CAREFULLY. BROKERS MAY PROVIDE A GENERAL EXPLANATION OF THE PROVISIONS OF THE OPTION BUT ARE PROHIBITED BY LAW FROM GIVING ADVICE OR OPINIONS CONCERNING YOUR LEGAL RIGHTS UNDER THIS OPTION OR HOW TITLE SHOULD BE TAKEN AT CLOSING IF THE OPTION IS EXERCISED. AN ATTORNEY SHOULD BE CONSULTED IF LEGAL ADVICE IS NEEDED.

231 This Option was drafted on 11/11/2009 [date] by [Licensee and Firm] Karen Sorenson RE/MAX Newport Realty Cor.

232 (x) [Signature] TOM TOUSSIS _____ 12-2-09

233 Buyer's Signature ▲ Print Name Here: ► Better Day Petroleum Co. Social Security No. or FEIN (Optional) ▲ _____ Date ▲ _____

234 (x) _____ Social Security No. or FEIN (Optional) ▲ _____ Date ▲ _____

235 Buyer's Signature ▲ Print Name Here: ► _____ Social Security No. or FEIN (Optional) ▲ _____ Date ▲ _____

236 SELLER GRANTS THIS OPTION. THE WARRANTIES, REPRESENTATIONS AND COVENANTS MADE IN THIS OPTION SURVIVE CLOSING AND THE CONVEYANCE OF THE PROPERTY. THE UNDERSIGNED HEREBY AGREES TO CONVEY THE ABOVE-MENTIONED PROPERTY ON THE TERMS AND CONDITIONS AS SET FORTH HEREIN AND ACKNOWLEDGES RECEIPT OF A COPY OF THIS OPTION.

240 (x) _____ 32-0214484

241 Seller's Signature ▲ Print Name Here: ► John Crimmings Social Security No. or FEIN (Optional) ▲ _____ Date ▲ _____

242 (x) _____

243 Seller's Signature ▲ Print Name Here: ► Brian F O'Connell Social Security No. or FEIN (Optional) ▲ _____ Date ▲ _____

244 This Offer was presented to Seller by _____ on _____, _____, at _____ a.m./p.m.

245 THIS OPTION IS REJECTED _____ THIS OPTION IS COUNTERED [See attached counter] _____

246 Seller Initials ▲ _____ Date ▲ _____ Seller Initials ▲ _____ Date ▲ _____

247 **NOTICE OF EXERCISE OF OPTION** By signing below and delivering this notice (see lines 201-212) Buyer exercises the Option to Purchase.

248 (x) _____ (x) _____

249 Buyer's Signature ▲ _____ Date ▲ _____ Buyer's Signature ▲ _____ Date ▲ _____

ADDENDUM to WB-24 OPTION TO PURCHASE

This Addendum shall be part of and incorporated within the WB-24 Option to Purchase submitted by Better Day Petroleum Co. and/or its assigns. In the event of any conflict between the pre-printed text of the WB-24 Option to Purchase and this Addendum, then and in that event, the terms of the Addendum shall control.

1. Subject Property.

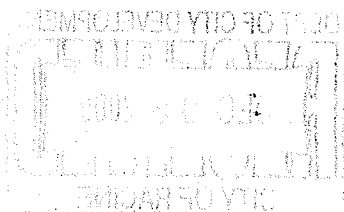
The subject property consists of several different "parcels" at the Southwest corner of West Boulevard and Washington Avenue, in the City of Racine, County of Racine, State of Wisconsin. Additionally included is the parcel at 1219 Grove and 1218 West Boulevard in the City of Racine, County of Racine, in the State of Wisconsin. Survey (if completed) and legal descriptions to be incorporated into the Developer's Agreement and Offer to Purchase shall more fully describe the subject property.

2. Necessary Approvals.

Buyer and Seller acknowledge that the proposed development is subject to approval by several different municipal bodies including the City of Racine Redevelopment Authority, City of Racine Plan Commission and the City of Racine Common Council. In the event this project is not approved, with conditions accepted by Buyer, this option shall automatically terminate.

3. Purchase Price.

The purchase price shall be \$250,000.00. Purchaser shall not request additional monetary assistance from the Tax Incremental Financing district nor shall Purchaser "guarantee" any specific "increment" within TIF District. Any impact, REC, saddle or hook-up fees associated with water and sewer utilities and other utility expenses will be addressed in a Developer's Agreement.



4. Terms of Option.

Lines 7-13 of the WB-25 Option to Purchase address the terms, language and extent of the option. The parties agree that the option shall extend, on its own terms, past 4/29/2010 in the event of the following:

- a. Better Day Petroleum Co. has filed an Application for Conditional Use Permit with the City of Racine and paid the applicable Permit fee and has filed an Application for Project Review with the Access Corridor Development Review Committee and has not received a final written decision approving or denying the project. Any further appeal to a body of the City of Racine shall extend the option accordingly.
- b. In the event the project is approved conditioned upon the parties' agreeing to a "Developer's Agreement" the option shall also extend, on its terms, for that period of time the Developer's Agreement is being negotiated.

5. Tax Credits/Third-Party Funding Sources.

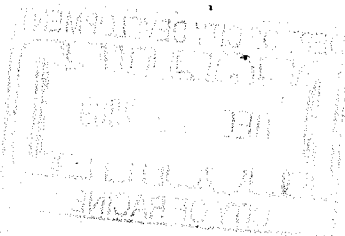
The City of Racine (as well as City of Racine RDA) will execute appropriate documents as "owner" for any reasonable application by Buyer for New Market Tax credits and /or third-party funding sources available to Purchaser. Seller shall not withhold its approval or fail to execute the appropriate documents allowing Buyer to apply for third-party funding sources. Neither the City of Racine nor the Redevelopment Authority of the City of Racine, will be financially responsible or in any manner act as guarantor on said third-party financing sources. Buyer shall pay any fees associated with third-party funding unless otherwise negotiated.

6. Exercise/Option.

This option is contingent upon Buyer and Seller entering into a mutual acceptable Developer's Agreement. The Developer's Agreement shall address the issue of all licenses and permits necessary to operate Buyer's business.

7. Application Schedule

Buyer will apply for a Conditional Use Permit no later than December 3, 2009, 12:00 pm, for initial review by the City Plan Commission meeting on December 9, 2009. Buyer will further complete and file an Application for Project Review by December 3, 2009 for the Access Corridor Development Review Committee no later than December 17, 2009.



Buyer shall demonstrate that it has applied for financing the project no later than February 17, 2010. Buyer will demonstrate a financing "commitment" no later than April 29, 2010. Buyer and Seller recognize and understand that receiving a financing "commitment" may be contingent upon site plan configuration, architectural requirements and the overall scope of the project as affecting price.

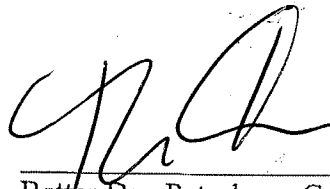
Dated this 2nd day of December, 2009.

Redevelopment Authority of the City of Racine

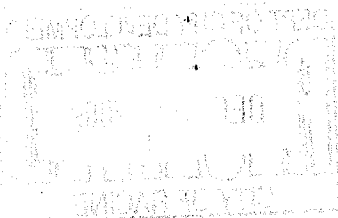
Attest:

City of Racine Clerk

Dated this 2nd Day of December, 2009



Better Day Petroleum Co.,
Tom Tousis, an authorized signator.



Term Sheet: Tom Tousis – Washington Market

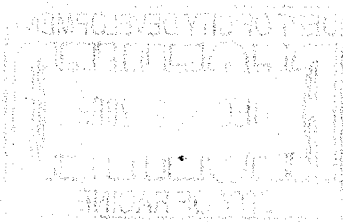
Whereas Better Day Petroleum Co and the Redevelopment Authority of the City of Racine (Authority), desire to accomplish the construction and operation of the Washington Market – Grocery Store with fuel pumps and restaurant on the Southwest corner of Washington Avenue and West Blvd, Tom Tousis and the Authority shall enter into a Development Agreement with the following terms and conditions.

The Authority shall:

- Sell and/or option to Tom Tousis the location identified on Attachment A to this term sheet. The purchase price of the land shall be \$250,000.00.
- In consideration of the commitment made by Tom Tousis, the Authority shall transfer the land and other interests subject to a 5 year forgivable mortgage from the Authority wherein one fifth of the purchase price is forgiven for each year that Tom Tousis fulfills the terms and conditions of the Agreement. The mortgage may be subordinated to other project financing by mutual consent of the parties.

Tom Tousis shall:

- Construct and operate a Grocery Store with fuel pumps and restaurant for its own use subject to plans attached. Tom Tousis shall obtain the Authority's approval of the design, material, finish, and landscaping of the facility prior to construction.
- Employment of not less than 24 jobs upon opening facility, and maintain employment of 24 jobs (12 part time and 12 full time) during the term of the agreement.
- Give preference to City of Racine residents when filling open positions



Tom Tousis (hereinafter referred to as the "Company") has identified property within the City of Racine Southwest corner of Washington Avenue and West Blvd as a location to operate. The Redevelopment Authority of the City of Racine (Hereinafter referred to as the "RDA") has agreed to sell the property, contingent upon an accepted development agreement between the RDA and the Company. A condition of the agreement requires the Company to create at least 12 full-time and 12 part-time new employment positions. Of these new positions, 100 percent are expected to be jobs that will be filled by, or made available to, persons of residing within the corporate limits of the City of Racine.

This memorandum of agreement serves as a formal agreement on the part of the RDA and the Company to undertake efforts to meet the creation requirements of this Agreement and to complete the tasks set forth herein.

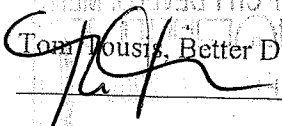
Employment Plan

The following procedures will be utilized in the recruitment, screening, and referral of City of Racine residents for jobs that will be created because of this project.

1. The Company will develop a job description for each of the new jobs that will be created because of the project. The job description will include the following: job title, description of job responsibilities, prerequisite education and/or training, hourly wage or salary and fringe benefits, estimated starting date and the contact person for additional information. The Company will provide this information on any opening directly to the Racine County Workforce Development Center ("WDC") Business Consulting.
2. The Company will notify the WDC when any job opening occurs. The Company will Post the job on the JOBCENTEROFWISCONSIN.com website; this site will refer Applicants to apply in person at the WDC. The Company will provide application Forms including an attachment identifying residency to the WDC. The WDC will Collect applications. Upon evaluation of the above submitted job descriptions for Their openings, the WDC will screen the employment applications for qualifications Per the Company's requirements and sort the most qualified candidates based upon Residency within the City of Racine corporate limits.
3. If within two (2) weeks of notification of the WDC, there are no acceptable applicants Available to the Company, then the Company may begin general advertising for the Position. However, if WDC determines that there is no qualified City of Racine Residents available, then WDC may release the job order at any time for general advertising and any non-Racine resident applications will be considered as will.
4. The Company agrees to provide the WDC with completed employee residency Verification forms for those individuals interviewed and hired by the Company.

This memorandum of agreement is hereby agreed to by the following representative Of the parties indicated below:

Tom Tousis, Better Day Petroleum Co



12-2-09

The Redevelopment Authority of the City of Racine