20060217000078840 1/5 $641.50
Shelby Cnty Judge of Probate,AL
02/17/2006 08:30:56AM FILED/CERT

STATE OF ALABAMA

COUNTY OF JEFFERSON

10 yr Taxable rent $618,240.00

LEASE AGREEMENT

THIS AGREEMENT made and entered into on this 30th day of January by and between Krupp Oil Company, Inc., a corporation, hereinafter referred to as **"LESSEE"** and New Horizon, LLC, hereinafter referred to as **"LESSOR".**

W I T N E S S E T H:

WHEREAS, LESSOR owns the following described real property located in Jefferson County, Alabama, hereinafter referred to as "premises," said premises being described as follows, to-wit:

See Attached **EXHIBIT "A";**

WHEREAS, LESSOR is in the commercial real estate development business and

WHEREAS, LESSEE is in the wholesale petroleum products business; and

WHEREAS, it would be to the mutual benefit to all parties for an agreement to be reached whereby **LESSOR** would be able to sell petroleum products of **LESSEE** upon agreed terms and commissions on the said premises;

NOW THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL CONVENANTS HEREIN CONTAINED, the parties have and do hereby agree as follows:

1. **LESSOR** hereby leases unto **LESSEE** the above-described premises and improvements thereon, together with the improvement, fixtures, equipment and facilities of the **LESSOR** now located or to be located and constructed on said premises devoted exclusively to the dispensing of petroleum products.

2. In consideration of this agreement, and other good and valuable consideration, **LESSEE** agrees to pay **LESSOR** as rent, the sum of, $7000.00 per month, in advance, the first such payment being due and payable prior to occupancy of the space. All subsequent monthly rental payments shall be paid by the first day of each month and, in no event later than the 10th day of the month. Upon execution and subsequent recording this lease is binding for both parties to have and to hold for an initial term of ten (10) years commencing on the 1st day of June, 2006 or upon completion of construction.

3. As rental for the above-described premises, **LESSEE** shall provide and maintain on the above premises all necessary equipment for the purpose of doing business.

See Attached **EXHIBIT "B"**

All equipment hereinabove described will remain the property of **LESSEE,** and **LESSEE** shall maintain said equipment and keep it in reasonably good repair. **LESSEE** shall have the right by its agent to enter upon said location at all reasonable times for the purpose of inspecting, repairing, replacing, removing or maintaining it equipment.

4. **LESSOR** agrees that **LESSEE** shall provide gasoline in the tanks to be located on premises; that said gasoline shall remain the property of the **LESSEE** until sold through the meters on the premises; that **LESSEE** shall have at all times the right to determine the retail price on the pumps; and the price will be set at the pumps by **LESSEE.**

5. **LESSOR** shall carry public liability insurance for loss from an accident resulting in bodily injury and death in the amount of Five hundred thousand dollars ($500,000.00) and for loss from as accident resulting in damage to or destruction of property in the amount of Five hundred thousand dollars ($500,000.00). **LESSOR** shall, and hereby agrees to, indemnify and hold harmless **LESSEE** at all times from any damages, as hereinafter defined. Damages, as used in herein shall include any claims, actions, demands, losses, cost, expenses, joint or several liabilities, penalties and damages, including counsel fees incurred in investigating or in attempting to avoid the same or oppose the imposition thereof, resulting to **LESSEE.**

6. **LESSEE** shall have the right at any time during this lease or within sixty (60) days after its termination to sever and remove all improvements, fixtures, equipment and other property owned by **LESSEE** or placed on said premises by **LESSEE** during the term or the lease or any extension hereof without notice or assigning reason therefore.

7. Should the business of distribution of petroleum products on the whole or any part of said premises be prevented due to any law, ordinance or regulation by any public authority or due to any restriction on said premises, and said restrictions be not removed within ninety (90) days from the date thereof, **LESSEE** may terminate this Agreement. If,

during the terms of this Agreement, a part only of said premises be taken for public use under right of eminent domain, and if the remainder, in the opinion of **LESSEE,** is not suitable for its purpose, **LESSEE** at its option, may cancel and terminate the Agreement.

8. **LESSEE** agrees that **LESSOR** may at any time, and from time to time, transfer and assign this Agreement, either in connection with a sale and transfer of title to the leased property or for the purpose of mortgaging, pledging or hypothecating this Agreement as security (or additional security) for a mortgage loan on the leased property, provided that **LESSOR** shall remain liable to **LESSEE** for the performance of all the terms hereof. The **LESSEE** agrees to execute any such instrument as might be required by the lending company or purchaser for the **LESSEE** to acknowledge the sale or mortgage or other type transfer; provided, however, that any such mortgage or purchaser from **LESSEE** will agree to recognize **LESSEE's** rights under this Agreement, and not to disturb **LESSEE's** use or possession of the premises during the term hereof, notwithstanding a mortgage foreclosure as long as **LESSEE** performs and observes its obligations under this Agreement.

9. **LESSOR** consents that **LESSEE** may assign this Agreement for any part hereunder, provided that **LESSEE** shall remain liable to **LESSOR** for the performance of all the terms hereof.

10. It is contemplated by the parties that it may become necessary for the **LESSEE** to obtain financing in order to install the equipment on the premises as required by this Agreement, and **LESSOR** and **LESSEE** agree to execute any such instrument as may be required by the lending company in order to give unto the lending company a valid security interest or lien in and to said property without claim or landlord's lien or attachment to real estate and to give such lending company the absolute right to remove property in the event of default in the terms of its loan to **LESSEE.**

11. **LESSOR** covenants that they are well seized of said premises, have good right to lease same, and warrant and agree to defend the title thereto; and to reimburse and hold harmless for all damages and expenses which **LESSEE** may suffer by reason of any restriction, encumbrance or defect in title.

12. **LESSOR** agrees to pay all taxes, assessments and obligations which are or may become a lien on the demised premises and improvements as they become due. If **LESSOR** should fail to do so, **LESSEE** shall have the right to make such payments for the account of **LESSOR**, in which event it shall be subrogated to all rights of the holder of such liens, and in addition thereto shall have the right to apply accruing rentals in satisfaction of any such lien and the sale of such demised premises and improvements, shall have the right to buy in said premises and improvements for its own account.

13. Notice as called for under this Agreement shall be sufficient if delivered or sent by Federal Express, or if placed in the United States mail, certified, postage prepaid and addressed at the address shown herein below.

14. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto and their respective successors or assigns. If at any time during the term of this Agreement, **LESSOR** shall receive a bona fide offer to lease the demised premises for a term to begin subsequent to the present demised term, and **LESSOR** desires to accept such offer, **LESSOR** shall immediately submit to **LESSEE** a written copy of such offer with a full disclosure of all terms and conditions thereof and **LESSEE** shall have thirty (30) days after receipt thereof **LESSOR** in which to elect to lease said premises upon the terms and provisions contained in said offer.

15. If, at the expiration or termination of this Agreement or any extension thereof, **LESSEE** shall hold over for any reason, the tenancy of **LESSOR** thereafter shall be from month to month only and be subject to all other terms and conditions of the Agreement, in the absence of a written agreement to the contrary.

16. No change in ownership, assignment of this Agreement, or assignment of any monies due hereunder shall be binding upon **LESSEE** unless and until **LESSOR** has furnished either the original instrument evidencing such transfer or assignment, or true copy thereof.

17. No prior stipulation, agreement or understanding verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the provisions of the Agreement.

18. This Agreement shall not be binding on **LESSEE** until approved and signed on its behalf by a duly authorized officer or employee. Commencement of performance hereunder prior to any such approval in writing shall in no case be construed as a waiver by **LESSEE** of the foregoing requirement.

20060217000078840 3/5 $641.50
Shelby Cnty Judge of Probate, AL
02/17/2006 08:30:56AM FILED/CERT

19. All references herein are to the singular, but it is understood and agreed that same apply equally to the plural, as the case may be.

IN WITNESS WHEREOF, LESSOR AND LESSEE have hereunder subscribed their name, the day and date first written above.

20. **SEE ITEM 2, PAGE 1; LESSOR** hereby grants to **LESSEE** the right and option to extend this agreement for two (2) additional consecutive periods of five (5) years upon the same terms and conditions. The renewal of this agreement shall be automatic unless **LESSEE** notifies **LESSOR** in writing of the election not to extend the agreement for the above additional period at least sixty (60) days prior to the date of the preceding term, and such notice or notices shall be deemed sufficient if given in this matter hereinafter provided.

ATTEST:

LESSEE:

Krupp Oil Company, Inc.

BY: Angela Harris
as its Vice President

Angela Harris

WITNESS:

Curtis D. Todd
Curtis D Todd

LESSOR:

New Horizon, LLC

BY: Clinton Harris
as a Managing Member

Approved as to: Terms

Lessee's Social Security or Tax Account Identification Number: [redacted]

20060217000078840 4/5 $641.50
Shelby Cnty Judge of Probate,AL
02/17/2006 08:30:56AM FILED/CERT

EXHIBIT "A"

ADDENDUM
TO
COMMERCIAL LEASE

Between

New Horizon, LLC (Lessor)
&
Krupp Oil Company, Inc. (Lessee)

Property Name:

Brookhighland Convenience Center

Property Address:

7360 Cahaba Valley Road (Final Address, as assigned by City)
Birmingham, Alabama 35242

Property Description:

Convenience Store Space

All parking spaces in front of convenience store space are assigned with aforementioned lease agreement.

20060217000078840 5/5 $641.50
Shelby Cnty Judge of Probate,AL
02/17/2006 08:30:56AM FILED/CERT

EXHIBIT "B"

ADDENDUM
TO
COMMERCIAL LEASE

Between

New Horizon, LLC (Lessor)
&
Krupp Oil Company, Inc. (Lessee)

Property Name:	Brookhighland Convenience Center
Address:	7360 Cahaba Valley Road (Final address, as assigned by City) Birmingham, Alabama 35242
Property Description:	Convenience Store Space

All equipment hereinafter described will remain the property of Lessee:

Underground fuel storage tanks

Lessee shall maintain said equipment and keep it in reasonably good repair.

Shelby County, AL 02/17/2006
State of Alabama

Deed Tax:$618.50