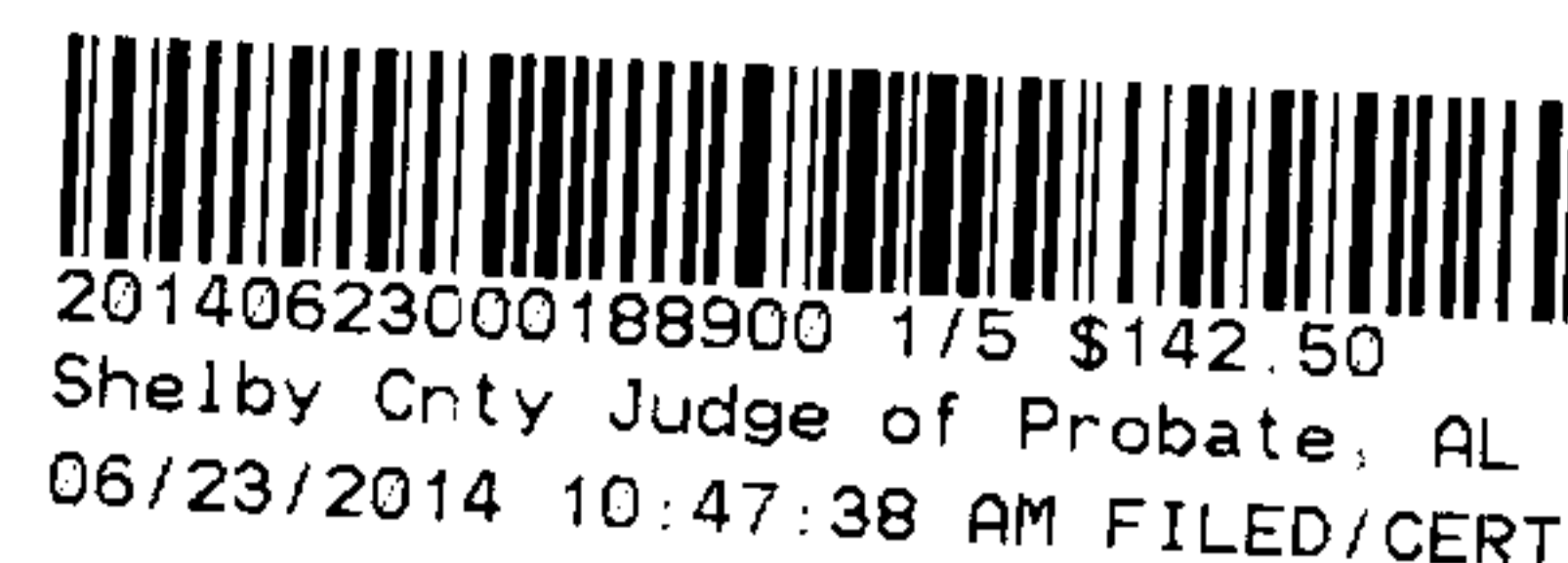


#9184



Shelby County, AL 06/23/2014  
State of Alabama  
Deed Tax: \$116.50

### SPECIAL PURPOSE LEASE

STATE OF ALABAMA  
COUNTY OF SHELBY

This Special Purpose Lease (the "Agreement" or "Lease") is made this 12<sup>th</sup> day of JUNE, 2014 by and between **Petroleum Purchasing, Inc., a Georgia corporation**, having its principal place of business in Spalding County, Georgia (hereinafter "Lessee" or "PPI"), and IMU IQU LLC (hereinafter "Lessor"). Hereafter, when referred to collectively the undersigned shall be designated as "Parties".

### WITNESSETH

In consideration of mutual covenants hereinafter set forth, the Parties do hereby agree as follows:

**1. PREMISES/PURPOSES:** Lessor warrants that the undersigned persons or entity designated as Lessor are sole and exclusive owners of fee simple title to that real property more specifically described in Exhibit A, attached hereto and incorporated herein by reference, (hereinafter "Premises"). Lessor hereby exclusively leases to PPI and PPI hereby leases from Lessor the Premises for the following special purposes (a) to sell and supply in any manner diesel and gasoline fuels and any other alternative fuel used to power any vehicle of any type (hereinafter "Gasoline"), to the Premises for retail sale and (b) to install equipment thereon to enable PPI to sell and supply Gasoline to the Premises.

**2. TERM OF LEASE:** The period of this Lease shall commence on the date of execution of the same by both Parties and shall continue for FIFTEEN (15) years. At any time during the term of this Agreement, if PPI, in its sole discretion, determines that it is not in PPI's best interest to continue operating under this Agreement, PPI may give Consignee ninety (90) days written notice of its intent to terminate this Agreement, and at the end of said ninety (90) day notice period, this Agreement shall terminate, and each party, pursuant to the terms of this Agreement, shall pay any funds due the other party, and PPI may in its discretion remove any equipment on the Premises owned by PPI.

**3. RENTAL AMOUNT:** In consideration of the mutual undertakings herein, and as consideration for this Agreement PPI agrees to pay and Lessor agrees to accept \$10 and other good and valuable consideration in the form of improvements PPI will make during the term of this Lease which will economically enhance the value of Lessor's Premises. Any such installation shall be in conformity with all pertinent local, state and federal building code requirements. Both parties, by their execution of this agreement, acknowledge the sufficiency of the aforesaid consideration.

**4. RIGHT TO INSTALL:** Lessor grants to PPI ingress and egress together with such right of use as may be reasonably necessary to install, maintain, operate and remove its improvements and equipment as PPI deems necessary.

**5. BREACH OF AGREEMENT:** All terms, conditions and covenants contained in this Lease are essential and material to the relationship between the Parties. Time is of the essence.

**6. TAXES AND LEGAL ASSESSMENTS:** Lessor shall pay all state, county or city ad valorem tax and assessments, whether general or special, upon the real property herein known and designated as the Premises. PPI shall be liable for any and all ad valorem taxes and assessments assessed on PPI's property.

**7. TITLE TO EQUIPMENT:** Improvements and/or equipment installed shall not become a part of the real property designated as the Premises. PPI may not be required to do so, but may at its option remove all or any part of its improvements and/or equipment once installed at its own expense at any time during the Lease hereof or at the conclusion of this Agreement without forfeiting any rights hereunder. If PPI decides to abandon all or any of the improvements and/or equipment at any time during this Lease or at the conclusion of the Lease term, PPI may convey title to such improvements and/or equipment to Lessor and Lessor agrees to accept title to same and Lessor shall complete all required documents and comply with any and all regulations and laws such that the Lessor shall be registered as the owner of the improvements and/or equipment with the appropriate governmental agency. Upon the request of PPI, Lessor shall execute a financing statement and/or a security agreement as appropriate in forms acceptable to PPI evidencing PPI's retention of title to said improvements and/or equipment and any petroleum product belonging to PPI located on the Premises. For the duration of this Lease Lessor shall not individually nor allow any third party to use, damage, remove or interfere with any improvements and/or equipment placed on Premises by PPI without authorization from PPI.

**8. OBLIGATIONS OF THE PARTIES:** The exclusive rights herein granted to PPI shall not prohibit the use of the Premises by Lessor for any other lawful purposes other than those specifically granted unto PPI. During any time that the Premises are not used for the sale or distribution of Gasoline such that PPI is not supplying Gasoline to the Premises, this Agreement shall remain in effect and the terms hereof shall continue to run (shall not toll). This Lease does not prohibit the Lessor from leasing all or any portion of the Premises to a third party to operate a convenience food store or any other purpose excepting only that any and all rights to sell or supply Gasoline or other petroleum products to the Premises are hereby vested in PPI for and during the term of the Lease. In the event that Lessor shall lease certain rights to the Premises to any third party and that third party shall enter into a separate agreement with PPI providing for the sale and supply of petroleum products to the Premises by PPI, the Lessor shall have no claim in or to proceeds from any such Gasoline sales.

**9. REMEDIES:** Except as may be otherwise provided herein, either party breaching the terms of this Agreement shall, with or without notice from the other party, correct such breach within a reasonable time from the date thereof. The failure of the offended party to take action with

respect to any breach of this Agreement shall not constitute a waiver by such offended party of any rights or privileges to which it is entitled. If a dispute shall arise between the parties as to whether a breach has occurred or as to the status of this Agreement or any portion hereof, the provisions of this Lease shall bind and control the conduct of the Parties until either:

(A). The Parties resolve their differences by negotiations; or

(B). The appropriate legal proceedings complete a review of the questions so raised and resolve the same.

**10. ASSIGNABILITY:** This agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, assigns and successors in title. Either party may, without consent of the other, sell transfer or assign their respective rights under this Agreement.

**11. CONDEMNATION:** In the event that all or any portion of the Premises are taken through condemnation, PPI shall then have the option of terminating this Agreement upon the giving of thirty (30) days written notice from the date of such taking. PPI shall be entitled to receive an economically appropriate portion of any compensation paid to Lessor as a result of said condemnation to compensate for the taking of its leasehold interest. Nothing in this agreement shall prevent PPI from proceeding directly against the condemning authority to recover damages.

**12. SEVERABILITY:** If any provision of this Lease or the application hereof shall be held unenforceable as contrary to any valid law or regulation, such provision shall be deemed to be severable and stricken from this Lease so as to conform the Lease to existing law or regulation for so long as such law or regulation remains effective. Such invalidity shall not affect other provisions of this Lease.

**13. NOTICE:** All notices given in connection with this Agreement shall be regarded as adequate if posted by certified mail to the following addresses:

Lessee: Petroleum Purchasing, Inc.

Lessor:

Attn: TONY POWELL

Attn: NAVROZ ALI LADHANI

P.O. Box 99

10380 HWY 25

Griffin, GA 30224

CALERA, AL 35040

**14. COMPLETE AGREEMENT OF THE PARTIES:** This writing contains the entire agreement between the parties hereto and no oral promises, agreements or warranties modifying or otherwise affecting it shall be binding unless reduced to writing and signed by both parties hereto. This Lease is not part or parcel of any other agreement, whether contemporaneous or not, but stands alone as the sole expression of the agreement of the Parties as to the special purposes herein described.

**15. NOTICE:** Lessor shall notify all third parties with whom Lessor enters into any negotiations for the leasing or sale of the Premises of the rights herein acquired by PPI and further shall enter into no contractual or other legally binding transaction that infringes upon the rights herein granted to PPI or jeopardizes the ability of PPI to enforce the terms hereof.

**16. WARRANTIES:** PPI warrants that it shall perform no act and incur no liability that shall be or become a lien or encumbrance upon the Premises during the term hereof. Lessor warrants that Lessor is the exclusive owner of fee simple title to the Premises and further that the Premises are not subject to any liens, debts or other similar encumbrances except as specifically enumerated in Exhibit C attached hereto and incorporated herein by reference (if no Exhibit C is attached or no lien is listed the Lessor warrants that there are no such liens, etc. outstanding whatsoever). Further Lessor warrants that Lessor is not aware of any limitation on the rights of PPI, in conjunction with Lessor or any other third party, to sell or supply Gasoline or petroleum products to the Premises.

**17. INDEMNITY AND HOLD HARMLESS:** Lessor agrees to indemnify, defend and hold Lessee harmless from and against all judgments, costs, and expenses (including attorney's fees) of whatsoever nature for damage to Premises (including that of Lessee or Lessor) or for injury to or death of persons (including agents and employees of Lessee or Lessor) which may be imposed upon, incurred by or asserted against Lessee directly or indirectly resulting from this Special Purpose Lease, from or connected with any occurrence arising out of the use, non-use, possession, condition, operation, or maintenance of the Premises and any business conducted thereon, including the operation of petroleum dispensing equipment and underground petroleum storage tanks. The obligations and indemnification provisions of this paragraph shall survive the termination or expiration of this Agreement.

**18. WAIVER OF JURY TRIAL.** Lessor hereby knowingly, voluntarily and intentionally waives the right to a trial by jury with respect to any litigation based on, or arising out of, under or in connection with this Agreement and any agreement executed, or contemplated to be executed, in connection herewith, or any course of conduct, course of dealings, statements, whether verbal or written, or actions of either party. This provision is a material inducement for PPI to enter into this Agreement.

**19. GOVERNING LAW AND VENUE.** This Agreement shall be governed by and construed in accordance with the laws and case decisions of the State of Georgia and without giving effect to any choice or conflict of law provision or rule (whether of the State of Georgia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia. In connection with any dispute relating to this Agreement, Lessor hereby consents to exclusive jurisdiction, and venue in, the Superior Court in Griffin, Georgia or Spalding County, Georgia.

**20. SPECIAL STIPULATIONS:** In so far as the following Special Stipulation conflict with any of the foregoing provisions, the following Special Stipulations shall control:

a) Simultaneously with the execution of this Special Purpose Lease, Lessor is being conveyed certain petroleum equipment for the Premises by PPI (the "Premises Improvements"), with said Premises Improvements and the mutual undertakings contained in this Special Purpose Lease being part of the consideration for this Special Purpose Lease, and the receipt and sufficiency of which are acknowledged by Lessor and Lessee.



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Shelby Cnty Judge of Probate, AL  
06/23/2014 10:47:38 AM FILED/CERT

Agreed to by the Parties the day and year first above written.

LESSOR: IMU IQU LLC  
INC.,

a ALABAMA corporation

BY: [Signature] (SEAL)

PRINT NAME: NAVROZ ALI LADHANI

TITLE: \_\_\_\_\_

LESSEE: **PETROLEUM PURCHASING,**

a Georgia corporation

BY: [Signature] (SEAL)

PRINT NAME: TONY POWELL

TITLE: \_\_\_\_\_

(CORPORATE SEAL)

Witness

Witness

Witness

Witness

THE FOREGOING INSTRUMENT WAS

THE FOREGOING INSTRUMENT WAS

ACKNOWLEDGED, SWORN, SEALED AND DELIVERED  
BEFORE ME THIS 12 DAY OF JUNE,

ACKNOWLEDGED, SWORN, SEALED AND DELIVERED  
BEFORE ME THIS 12th DAY OF JUNE,

2014, by Lisa Beasley (Print Name), as

2014, by Amy Watson (Print Name), as

(Title) of \_\_\_\_\_

(Title) of \_\_\_\_\_

(Print Entity Name), who is personally known to me or has  
produced \_\_\_\_\_ as identification.

(Print Entity Name), who is personally known to me or has  
produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public

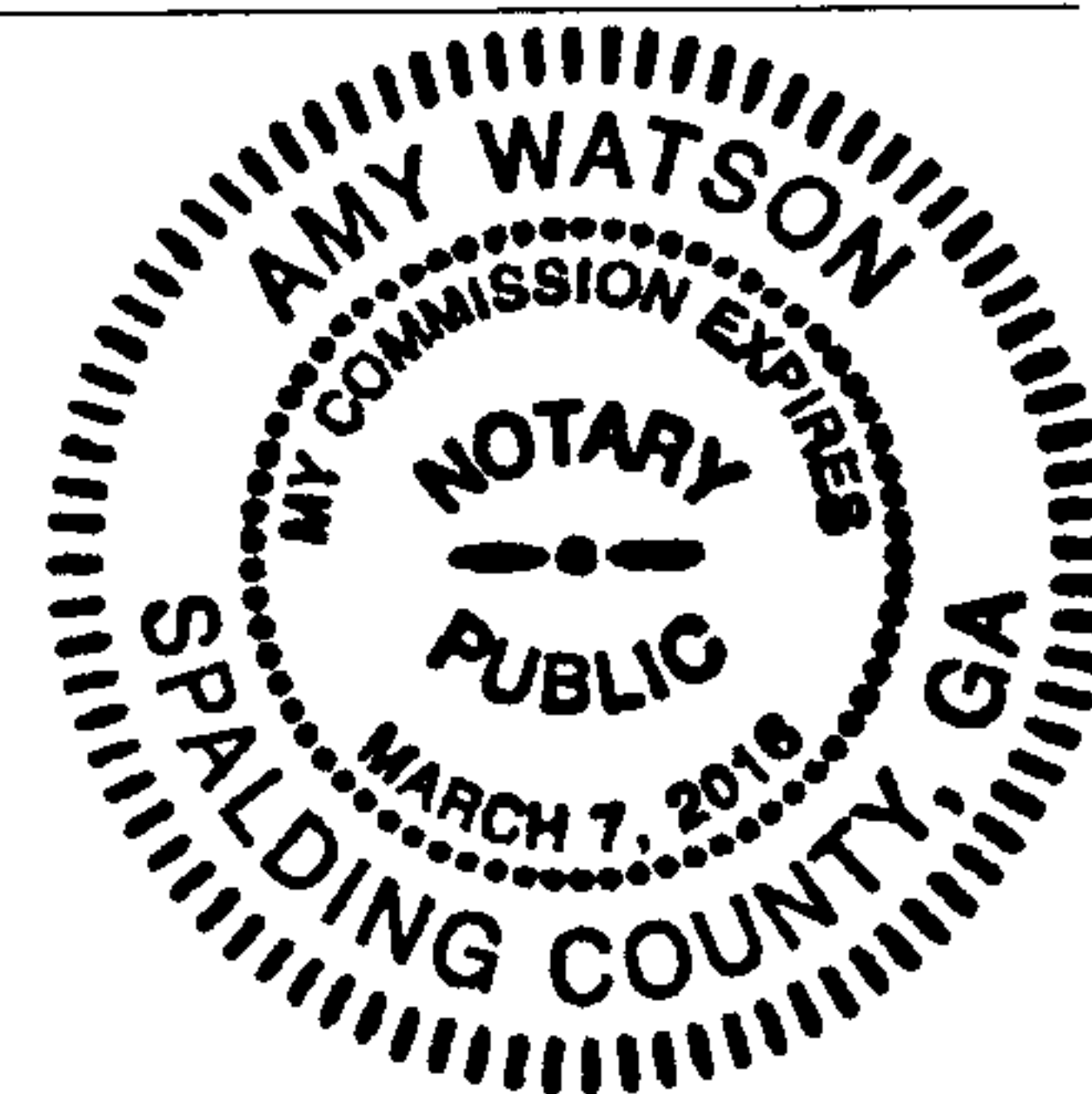
[Signature]  
Notary Public

My Commission expires: 5/24/2016

My Commission expires: \_\_\_\_\_

S:\Real Estate Albany 2014\PetroSouth, Inc.-1288.549\PPI Special Purpos Lease (3.20.14).doc

LISA BEASLEY  
Notary Public, AL State at Large  
My Comm. Expires May 24 2016



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Shelby Cnty Judge of Probate, AL  
06/23/2014 10:47:38 AM FILED/CERT

Exhibit "A"

LOTS 3 AND 4, BLOCK 275 OF THE UNRECORDED MAP OF J. H. DUNSTAN'S MAP OF CALERA, ALABAMA AND BEING FURTHER DESCRIBED AS FOLLOWS: AT THE SW RIGHT OF WAY INTERSECTION OF ALABAMA HIGHWAY 25 AND 16<sup>TH</sup> STREET IN THE CITY OF CALERA, ALABAMA AS THE POINT OF BEGINNING; THENCE SOUTH 05 DEGREES 59 MINUTES EAST FOR A DISTANCE OF 133.33 FEET ALONG THE WEST RIGHT OF WAY OF 16<sup>TH</sup> STREET; THENCE NORTH 89 DEGREES 44 MINUTES WEST FOR A DISTANCE OF 149.99 FEET; THENCE NORTH 07 DEGREES 39 MINUTES WEST FOR A DISTANCE OF 136.24 FEET TO THE SOUTH RIGHT OF WAY OF ALABAMA HIGHWAY 25; THENCE NORTH 89 DEGREES 07 MINUTES EAST FOR A DISTANCE OF 38.28 FEET ALONG SAID RIGHT OF WAY; THENCE SOUTH 88 DEGREES 10 MINUTES EAST FOR A DISTANCE OF 116.03 FEET ALONG SAID RIGHT OF WAY TO THE POINT OF BEGINNING; BEING SITUATED IN SHELBY COUNTY, ALABAMA.




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**Exhibit "B"**

**[PPI's Equipment]**

- 2- 6 Hose advantage MPDs W/ card readers
- 1 - Single Pass Port System .
- 1 - Digital Price Sign. 2 sides
- 1 - 24' X 48' T shaped canopy .
- 1 - TLS 300 Tank monitor ,

  
20140623000188900 5/5 \$142.50  
Shelby Cnty Judge of Probate, AL  
06/23/2014 10:47:38 AM FILED/CERT