

ANIL  
KUMAR  
ADDED

COMPLETE CONTRACT OF SALE (BRANDED)

This Contract of Sale made and entered into between Holden Energy LLC. Herein after called "Seller" and Diamond Gas and Grocery Inc., Herein after called "Purchaser."

WITNESSETH

In consideration of the mutual promises herein contained, seller agrees to sell and deliver to Purchaser at the premises located at 4154 Highway 47 South, Shelby, Al. 35143 (the "Premises"), and Purchaser agrees to purchase, receive and pay for products(s) of the kind and in the quantities and under the terms and conditions specifically set forth in Commodity Schedule(s) annexed hereto and made a part hereof. This is an exclusive Complete Contract of sale and Purchaser shall not purchase motor fuels, gasoline, diesel fuel or additives from any other source during the term of this contract.

1. Duration.

(a) This Contract shall become effective on the 1<sup>st</sup> day of March 2020 and shall continue in effect until 28<sup>th</sup> day of February 2035.

(b) Seller shall have the right to grant temporary extensions of this Contract of up to 180 days per extension. Any such extension shall not be considered a renewal of this Contract.

(c) If it is determined by seller best interest to de-brand location the seller will follow all proper procedures so the purchaser shall not be monetarily responsible for any outstanding de-branding cost. Seller shall move location to major oil or unbranded supply agreement and comply with existing Commodity Schedule.

2. Products. The following Commodity Schedule(s) forming a part of this Contract were affixed at or before the signing hereof.

COMMODITY SCHEDULE (S)

DATE

Petroleum Products

1<sup>st</sup> day of March 2020

By Mutual agreement, this Contract may be amended from time to time by adding other for additional schedules, substituting revised schedules or by deleting one or more items or provisions from and commodity Schedule(s) listed hereinabove. Additional and revised schedules shall be so marked and initialed by an authorized representative of Seller and by Purchaser and shall be affixed to and become a part of this contract from and after the date appearing on such additional or revised schedule(s). Deletions shall be by notice given as provided herein and effective when accepted.

3. Quantity. Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller the product(s) covered by this Contract in the quantities shown on the applicable Commodity Schedule(s). However, during any period of this Contract for which the amount of any such product(s) the Seller is required to deliver to Purchaser is prescribed by government rules, regulations or orders, the quantity of such product(s) covered by this Contract shall be the quantity so prescribed instead of the quantity shown on the applicable Commodity Schedule(s). For purposes of Commodity Schedule(s), the "contract quantity" for any period shall be the quantity of product(s) which Seller is obligated to sell and Purchaser is obligated to buy under this contract during that period whether prescribed by the attached Commodity Schedule(s) or by government rules, regulations or orders. It is specifically agreed and understood that any purchase or sale in excess of the volumes described above shall not in any way be considered to modify this Contract as regards quantities to be delivered.

4. Price. The price of the product(s) covered by this Contract shall be as stated in the applicable Commodity Schedule(s), attached and made part of this Contract. Purchaser agrees to pay by Electronic Fund Transfer, Automated Direct Debit System, or other means approved by Seller, for all goods delivered to Purchaser by Seller under the terms of this Contract except deliveries for which credit has been previously arranged in writing with Seller.

5. Control. Purchaser is an independent businessman with the exclusive right to direct and control the business operation at the Premises, including the establishment of the prices at which products and merchandise are sold. Seller reserves no control over the business at the Premises. Purchaser has no authority to employ anyone as an employee or agent of Seller for any purpose. Purchaser shall maintain control of the business by being present at the Premises.

6. Liability. Seller shall not be liable to Purchaser or to any other person for damage to or loss of property, or for injury to or death of persons arising from Purchaser's operation pursuant to this Contract and Purchaser agrees to indemnify, protect and save Seller harmless from and against any and all losses, claims, liabilities, suits and actions, judgments and costs, which shall arise from or grow out of any injury to or death of persons and for damage to or loss of property, directly or indirectly arising out of or resulting from or in any way connected with Purchases operation upon or use of the station or from the condition thereof or of the adjoining streets, sidewalks or ways, whether sustained by Purchaser or his agents or employees, or any other person, firm or corporation which may seek to hold Seller liable.

7. Credit. While nothing herein shall be construed as obligating Seller to extend any credit to Purchaser, in the event Seller in its sole determination does elect to extend credit to Purchaser, such extension of credit shall only be made in writing. If credit is so extended it shall be extended on the following terms and conditions:

(a) In the event payment is not made on or before the date, a late payment charge in an amount established by Seller from time to time, not to exceed the maximum allowed by law, may be imposed for each month (and any part thereof) which elapses from due date to the date payment is received by Seller.



(b) Seller will furnish to Purchaser statements of Purchaser's account on a monthly basis. Payment of any such bills shall not prejudice the right of Purchaser to question the correctness thereof, provided, however, all bills and statements rendered to Purchaser by Seller during any month shall conclusively be presumed to be true and correct after thirty (30) days following the end of any such month, unless within said thirty (30)-day period Purchaser delivers to Seller's accounting office issuing said statement written exception thereto setting forth the item or items questioned and the basis therefor. Time is of the essence in complying with this provision.

(c) In the event there are additional business transactions between Purchaser and Seller including without limitation those relating to credit sales of products other than those identified herein, promissory notes, or real estate, unless it is clearly indicated in writing by Purchaser as to how payments received by Seller from Purchaser are to be applied, then such payments shall be applied by Seller in the following order or priority: (i) trade accounts, (ii) promissory notes, (iii) rentals or other amounts due under any other agreement or transactions.

(d) Seller reserves the right to withdraw such credit immediately at any time on giving to Purchaser notice thereof. In the event credit is withdrawn, all amounts then due and owing shall become payable, and all future sales by Seller to Purchaser shall be for cash (or at Seller's option certified or cashier's check, money order or other means approved by Seller).

(e) Seller shall have the right but not the obligation to offset any indebtedness owed by Seller to Purchaser against any indebtedness owed by Purchaser to Seller, whether arising from the sale of goods or product(s) under this Contract, or from any other business transaction described in Paragraph 7(c) above.

8. Delivery. Delivery of the product(s) covered by this Contract and passage of title and risk of loss shall be as stated in the applicable Commodity Schedule(s).

9. Taxes. It is agreed that any duty, tax, fee, insurance or other charge which Seller may be required to collect or pay under any municipal, state, federal or other laws now in effect or hereafter enacted with respect to the production, manufacture, inspection, transportation, storage, sale, delivery or use of the product(s) covered by this Contract shall be added to the prices to be paid by Purchaser for product(s) purchased hereunder.

#### 10. Failure to Perform

(a) Any delays in or failure of performance of either party hereto shall not constitute default hereunder or give rise to any claims for damages if and to the extent that such delay or failure is caused by occurrences, including, but not limited to, acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; acts of war, rebellion or sabotage or damage resulting therefrom; embargoes or other import or export restrictions; fires, floods, explosions, accidents, or breakdowns; riots; strikes or other concerted acts of workers, whether direct or indirect; or any other causes whether or not of the same class or kind as those specifically above named which are not within the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent or provide against. A party whose performance is affected by any of the causes set forth in the preceding sentence shall give prompt written notice thereof to the other party.

(b) Seller shall be under no obligation to make deliveries hereunder at any time when in Seller's sole judgment it has reason to believe that the making of such delivery would be likely to cause strikes to be called against it or its properties to be picketed.

(c) Seller shall not be required to make up deliveries omitted on account of any of the causes set forth in this paragraph.

(d) Nothing in this paragraph shall excuse Purchaser from making payment when due for deliveries made under the Contract.

11. Excess Quantities. In the event Seller should actually deliver to Purchaser and Purchaser should actually accept and receive during the term hereof quantities of product(s) in excess of the maximum quantities herein provided, Purchaser agrees to pay for said product(s) at the prices and in the method herein provided. However, nothing in this paragraph shall be deemed to authorize the purchase of quantities otherwise unauthorized under monthly or annual quantity limitations.

12. Determination of Quantity and Quality. The quantity and quality of product(s) sold hereunder shall be for all purposes conclusively deemed to be the quantity and quality set forth in Seller's document of delivery unless within three (3) days of the date of delivery Purchaser delivers to Seller written notice of any claimed shortage in quantity or claimed deviation in quality. Time is of the essence in complying with this provision.

13. Inspection of Records- Audit Purchaser acknowledges that Seller have a right to inspect and supervise Purchaser's operation of the motor fuel dispensing business conducted at the Premises, and in particular have a right to verify that Purchaser is complying with all its contractual obligations contained in this Contract. In order to verify that Purchaser is complying with all its obligations under this Contract, Purchaser hereby agrees that Seller may enter the Property for purposes of conducting an inspection and audit. As part of the inspection and audit, Purchaser agrees that it shall allow Seller to review station records including, but not limited to, all records of deliveries, sales and inventory reconciliation.

17. Quality Specification or Name of Product. Seller shall have the right at its sole discretion at any time during the life of this Contract to change, alter, amend or eliminate any of the trade names, trademarks or brands of petroleum product(s) covered by this Contract. Seller may also, in its discretion, either (a) change or alter the quality, grade, or specifications of any product(s) covered by this Contract or (b) discontinue the availability of any such product(s). Any such change or discontinuation shall not affect the minimum purchase requirements set forth in the Commodity Schedule(s) attached hereto. Seller shall give Purchaser written notice of discontinuance of the manufacture of any product(s) covered by this Contract. The Contract shall terminate as to such product(s) when such notice is effective.

18. Assignment. This Contract shall not be transferred or assigned by Purchaser, in whole or in part, directly or indirectly without the prior written consent of Seller. Seller may assign this Contract in whole or in part upon ten (10) days' prior written notice to Purchaser.



19. Waiver. No waiver by either party of any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

20. Laws.

(a) Purchaser recognizes that it is handling hazardous substances and agrees that in receiving, storing, handling, offering for sale, selling, delivering for use, exchanging in trade or using itself product(s) purchased from Seller, Purchaser will in all respects exercise the strictest care required by law and that it will comply with any and all of Seller's Applicable Safety Procedures specified in the attachment hereto as well as all applicable federal, state and local laws, ordinances, as exist now or hereinafter come into force, including, but not limited to, those governing dispensing equipment, pollution, the maximum sulfur content of fuel, the maximum Reid vapor pressure of motor fuel, the oxygen content of motor fuel, the drying requirements for diesel fuel, the maximum lead content of motor fuel and the labeling of pump stands and dispensers of motor fuel, the use and labeling of product containers, the use, maintenance and labeling of product storage tanks, the prevention of spills, leaks, venting or other improper escape from product containers or storage tanks, and the method of cleanup or disposal of product which has leaked, spilled, vented or otherwise improperly escaped from containers or storage tanks. Purchaser understands and acknowledges that it is an "operator" for purposes of 40 C.F.R. Parts 280-81, any state underground storage tank law or regulation, and any other applicable federal, state and/or local laws, regulations or ordinances related to the prevention of pollution from storage tanks or the taking of corrective action therefor. PURCHASER WILL DEFEND, INDEMNIFY AND HOLD SELLER, ITS SUCCESSORS AND ASSIGNS, HARMLESS AGAINST ALL LOSSES, CLAIMS, CAUSES OF ACTION, PENALTIES, FINES, LIABILITIES, ATTORNEYS' FEES AND INTEREST ARISING OUT OF PURCHASERS FAILURE TO COMPLY WITH THIS SUBPARAGRAPH, and such failure by Purchaser shall entitle Seller to cancel any mutual contract immediately as it applies to the product(s) affected by such failure or other products which require the same standard of care.

(b) In the event that any spills, leaks, venting or other unintended discharge from product containers, pumps, piping or storage tanks ("facilities") requires corrective action for any reason or cause, Seller is authorized to suspend immediately its supply and other obligations under this and related contracts until such time as all required corrective action is completed, and Seller is further authorized to enter the Premises at any time and remove motor fuels from any or all storage tanks owned by Seller and, in its sole discretion, remove storage tanks and related facilities owned by Seller. Seller shall be under no obligation to replace, repair or restore storage tanks removed pursuant to this provision and such suspension of obligations and/or removal of storage tanks shall not constitute default hereunder or give rise to any claim for damages or other compensation. When all required corrective action is completed, Seller may demand a renegotiation of any term of this or related agreements in any reasonable manner that compensates Seller for its out of pocket expenses and additional necessary investments occasioned by the discharge or restoration of the site.

21. INVENTORY RECONCILIATION Purchaser shall measure the inventory of all underground storage tanks day by tank sticking or other industry-accepted measurement technique, and reconcile the measured inventory with meter readings daily. Purchaser shall keep a daily log of all underground storage tank inventory readings at the Premises. Purchaser's inventory reconciliation records and log shall be available for inspection by Seller at any reasonable time.

22. PRICE REGULATION

(a) If at any time Seller determines that due to governmental regulations, it is unable to increase the price of any of the product(s) deliverable under this Contract by an amount which is sufficient in Seller's judgment to reflect increases in either (1) the cost of such product(s) to Seller or Seller's supplier or (2) the fair market value of such product(s), which have occurred since the date of this Contract or the date of the last increase in the price of such product(s) whichever is later, Seller may cancel this Contract upon thirty (30) days written notice to Purchaser, or may suspend this Contract while such limitation is in effect.

(b) Notwithstanding any other provision of this Contract if any state or local law, rule, regulation, or order (1) regulating the price at which a product(s) to be delivered hereunder may be sold, or (2) limiting the discretion of Seller to determine to whom they will sell such product(s) becomes effective during the term of this Contract in any state in which such product(s) is to be delivered hereunder, Seller shall have the right to terminate this Contract immediately.

23. Notices. All written notices required or permitted to be given by this Contract shall be deemed to be duly given if delivered personally or sent by certified mail to Seller or to Purchaser, as the case may be, at the address set forth above or to such other address as may be furnished by either party to the other in writing in accordance with the provisions of this paragraph. The date of mailing shall be deemed the date of giving such notice, except for notice of change of address, which must be received to be effective.

24. Equipment Purchaser shall provide all necessary equipment, tools, and like appliances, except for equipment listed on the Schedule attached hereto as Attachment "A" It is expressly understood and agreed that title to all equipment listed in Attachment "A" shall at all times remain with Seller. In no event shall such equipment be considered a part of the real estate, -nor shall the same be levied upon or sold as the property of the Purchaser. Should any such equipment be levied upon, Purchaser shall immediately notify both the levying creditor disclaiming ownership and the Seller, in order that the Seller may protect its rights. The Purchaser shall not encumber or remove the equipment or do or cause to be done anything which results in the equipment or any part thereof being seized, taken in execution, attached, destroyed or damaged or otherwise disturbing or damaging Seller's title to the equipment.

25. Damage to Fixtures. If damage to or destruction of any equipment or trade fixtures provided by Seller occurs in connection with Purchaser's operations at the Premises, Purchaser shall pay Seller the cost of repair or replacement.

## 26. Termination

- (a) This Contract may be terminated upon expiration of the term stated in Paragraph 1.
- (b) This Contract may be terminated by Seller:
  - (i) If Purchaser makes any material false or misleading statement or representation which induces Seller to enter into this Contract, or *which* is relevant to the relationship between the parties hereto;
  - (ii) If Purchaser becomes insolvent or commits an act of bankruptcy or takes advantage of any law for the benefit of debtors or Purchaser's creditors, or if a receiver is appointed for Purchaser;
  - (iii) If possession of the Premises of the Purchaser is interrupted by act of any government or agency  
Thereof;
  - (iv) If Purchaser fails to pay in a timely manner any am when due hereunder,
  - (v) If Purchaser defaults in any of its obligations under this Contract;
  - (vi) If Purchaser is declared incompetent to manage his property or affairs by any court, or if Purchaser is mentally or physically disabled for three (3) months or more to the extent that Purchaser is unable to provide for the continued proper operation of the business of the Purchaser;
  - (vii) Under the circumstances described in causes for termination by Seller in Paragraph 20 or 29;
  - (viii) If Purchaser dies;
  - (ix) If Purchaser engages in fraud or criminal misconduct relevant to the operation of the business.
  - (x) If Purchaser is convicted of a felony or of a misdemeanor involving fraud, moral turpitude or commercial dishonesty, whether or not the crime arose from the operation of the business of the Purchaser;
  - (xi) If purchaser fails to purchase the minimum monthly gallonage requirements outlined in paragraph I of the attached Commodity Schedule(s).
  - (xii) If there occurs any other circumstance under which termination of a franchise is permitted under the provisions of the Petroleum Marketing Practices Act (P.L. 95-297); or



(xiii) Upon assignment of the Contract by Purchaser contrary to Paragraph 18.

(c) Any termination of this Contract shall be accompanied by such notice from Seller as may be required by law.

(d) Upon the expiration of the term hereof or upon termination hereof, Seller shall have the Right, at its option, to enter upon the Premises and to remove, paint out, or obliterate any signs, symbols or colors on said Premises or on the buildings or equipment thereof which in Sellers opinion would lead a patron to believe that Seller's products are being offered for sale at the Premises,

(e) Termination of this Contract by either party for any reason shall not relieve the parties of any obligation there to fore accrued under this Contract.

27. Accord The parties to this Contract have discussed the provisions herein and find them fair and mutually satisfactory and further agree that in all respects the provisions are reasonable and of material significance to the relationship of the parties hereunder, and that any breach of a provision by either party hereto or a failure to carry out said provisions in good faith shall conclusively be deemed to be substantial.

28. Purchaser's Insurance Requirements.

(a) Purchaser shall obtain insurance equivalent to the following: Comprehensive General Liability Insurance covering operations and premises, complete operations and products liability and contractual liability, all with minimum bodily injury limits of One Million Dollars (\$1,000,000.00)\_each person, One Million Dollars (\$1,000,000.00) each occurrence, and a minimum property damage limit of Twenty Five Thousand Dollars (\$25,000,00) each occurrence. One Million Dollars (\$1,000,000) Liquor Liability Insurance.

(b) The insurance will name Holden Energy LLC., and Branded Petroleum Corp. as an additional insured\_and will be primary as to any other existing, valid and collectible insurance. The minimum insurance requirements only and may or may not adequately meet the entire insurance needs of Purchaser. If Seller requires, Purchaser shall furnish Seller with certificates of such insurance, which provide that coverage will not be canceled or materially changed prior to 30 days' advance written notice to Seller. The insurance required hereunder in no way limits or restricts Purchaser's obligation under Paragraph 20 as to indemnification n of Seller. Further, the insurance to be carried shall be in no way limited by any limitation placed upon the indemnity therein given as a matter of law.



29. Compliance with Law: Severability of Provisions. Both parties expressly agree that it is the intention of neither party to violate statutory or common law and that if any section, sentence, paragraph, clause or combination of same is in violation of any law, such sentences, paragraphs, clauses or combination of same shall be inoperative and the remainder of this Contract shall remain binding upon the parties hereto unless in the judgment of either party hereto, the remaining portions hereof are inadequate to properly define the rights and obligations of the parties, in which event such party shall have the right, upon making such determination, to thereafter terminate this Contract upon written notice to the other.

30. Express Warranties: Exclusion of Other Warranties. Seller warrants that the product(s) supplied hereunder will conform to the promises and affirmations of fact made in Seller's current technical literature and printed advertisements, if any, related specifically to such product(s); that it will convey good title to the product(s) supplied hereunder, free of all liens, and that the product(s) supplied hereunder meet such specifications as have - been expressly made a part of this Contract. THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED. THE WARRANTY OF MERCHANTABILITY, IN OTHER RESPECTS THAN EXPRESSLY SET FORTH HEREIN, AND WARRANTY OF FITNESS FOR PARTICULAR PURPOSE, IN OTHER RESPECTS THAN EXPRESSLY SET FORTH HEREIN, ARE EXPRESSLY EXCLUDED AND DISCLAIMED.

31. Entire Agreement. This writing is intended by the parties to be a final, complete and exclusive statement of their agreement about the matters covered herein. THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES AFFECTING IT. No amendment or alterations to this Contract shall have any effect unless made in writing and signed by an authorized representative of Seller and by Purchaser.

32. Damages. NO CLAIM SHALL BE MADE UNDER THIS CONTRACT FOR SPECIAL, OR CONSEQUENTIAL DAMAGES, EXCEPT AS PROVIDED OTHERWISE BY LAW.

33. Agreements. This Contract cancels and supersedes any prior agreements between the parties hereto, covering the purchase and sale of product(s) covered by this Contract.

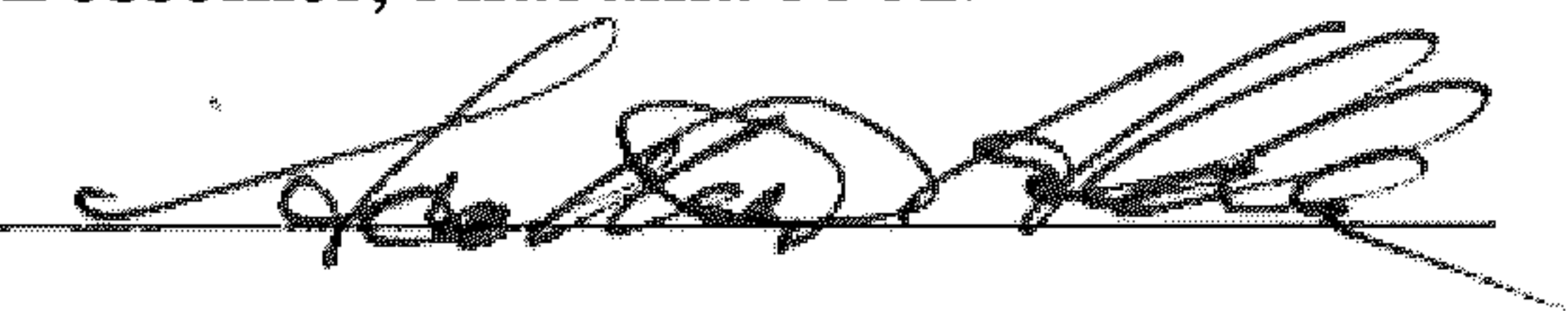
34. Commencement. This Contract or any modification thereof shall not be binding upon Seller until signed on its behalf by an authorized representative of Seller. Commencement of performance hereunder prior to signing as above stipulated in no case shall be construed as a waiver by Seller of this requirement.

35. Attorney's Fees. It is hereby agreed to and understood by the parties to this Contract that if Seller obtains a judgment against Purchaser for breach of any provisions hereof, Seller's contract damages include all attorney's fees and other litigation expenses incurred by Seller in obtaining such judgment.

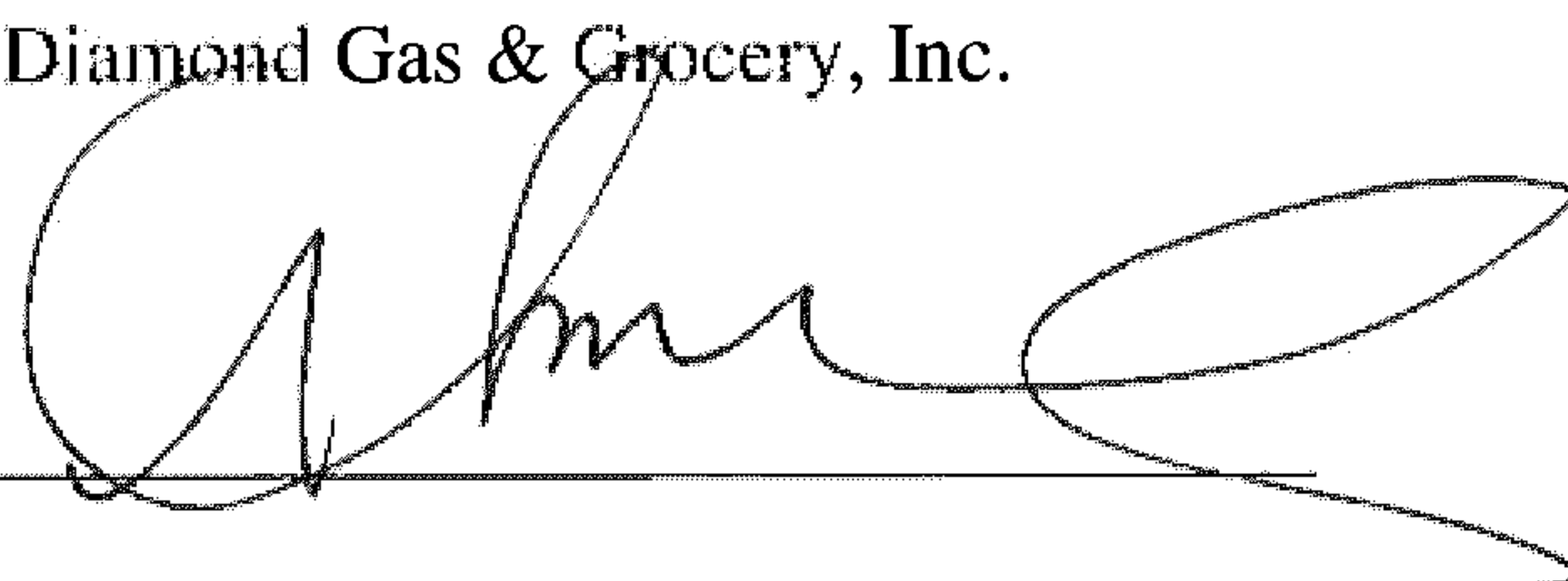
36. This agreement shall attach and run with property located at 4154 Hwy., 47 South. Shelby, AL 35143.

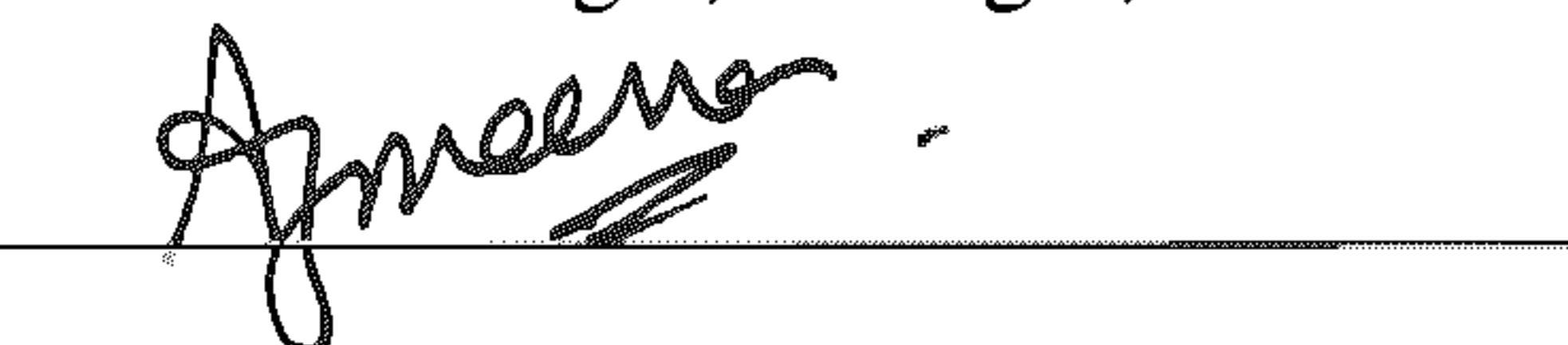
Executed this the 1st day of March 2020

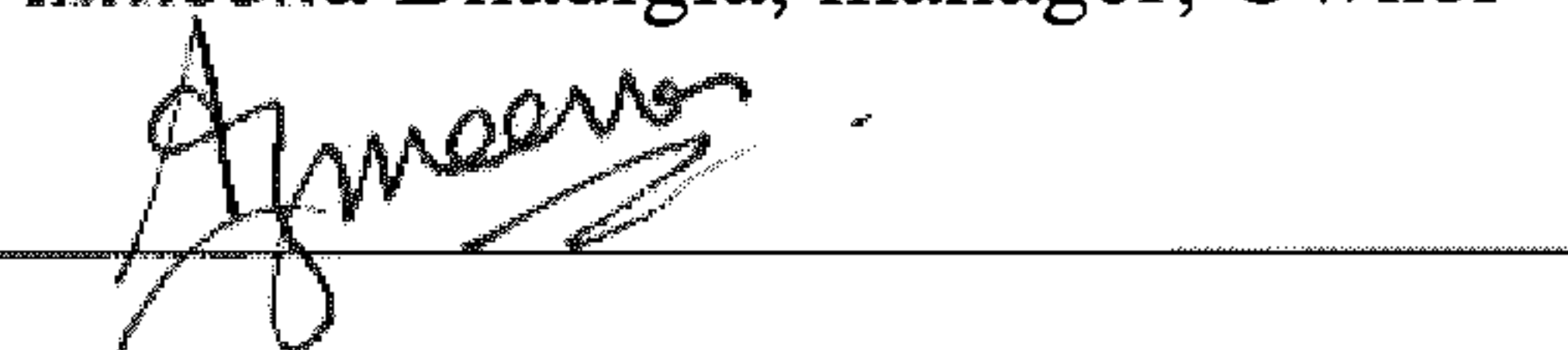
SELLER: Holden Energy LLC.  
6283 Park So. Drive  
Suite 114  
Bessemer, Alabama 35022

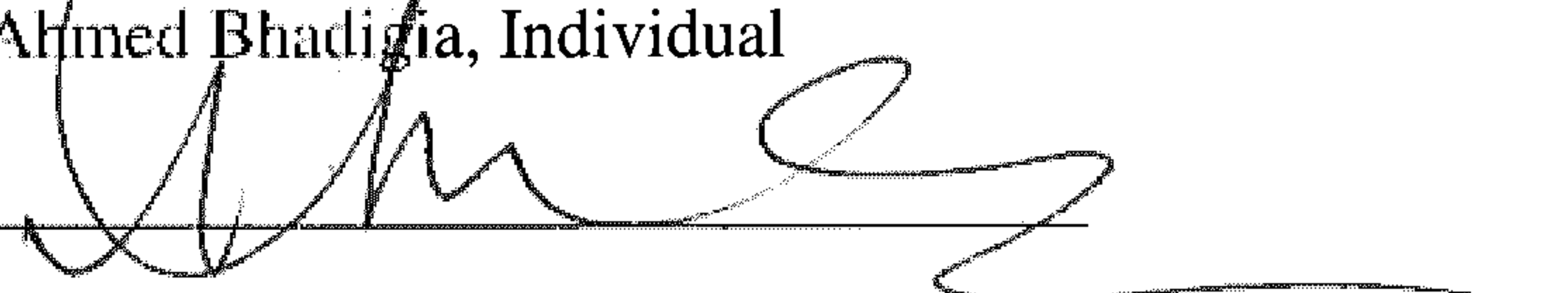
By:   
Scott Holden, Manager


PURCHASER: Diamond Gas & Grocery, Inc.

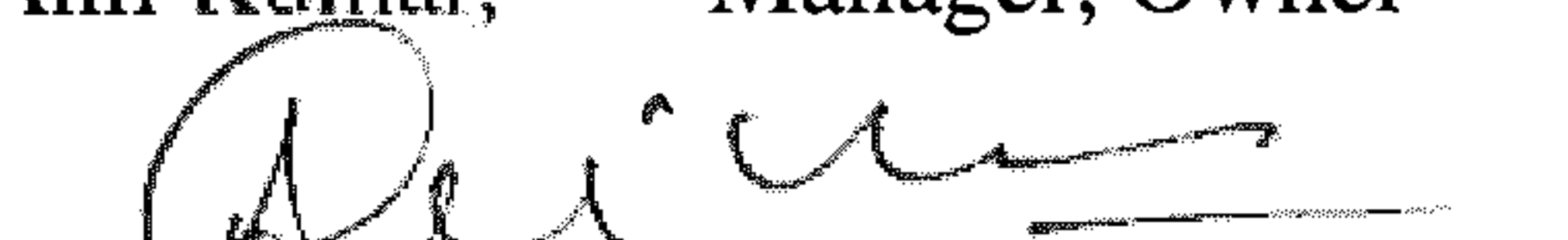
By:   
Ahmed Bhadigia, manager, Owner

By:   
Azmeena Bhadigia, manager, Owner

By:   
Ahmed Bhadigia, Individual

By:   
Azmeena Bhadigia, Individual

By:   
Anil Kumar, Manager, Owner

By:   
Anil Kumar, Individual

ATTACHMENT A AGREEMENT

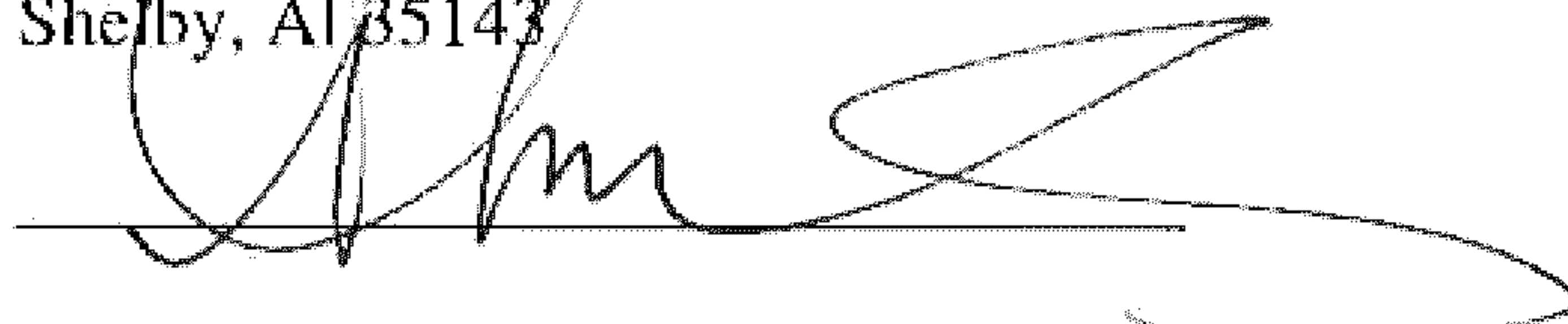
The following equipment has been provided by Holden Energy LLC.

1. Branded Sign Package (ID sign Faces)
2. Branded Building and Canopy Image Package - Branded Logo's
3. Branded Price Pole
4. Branded POS and Credit Card Equipment
5. Branded Pump ID Decals - Branded Logo's

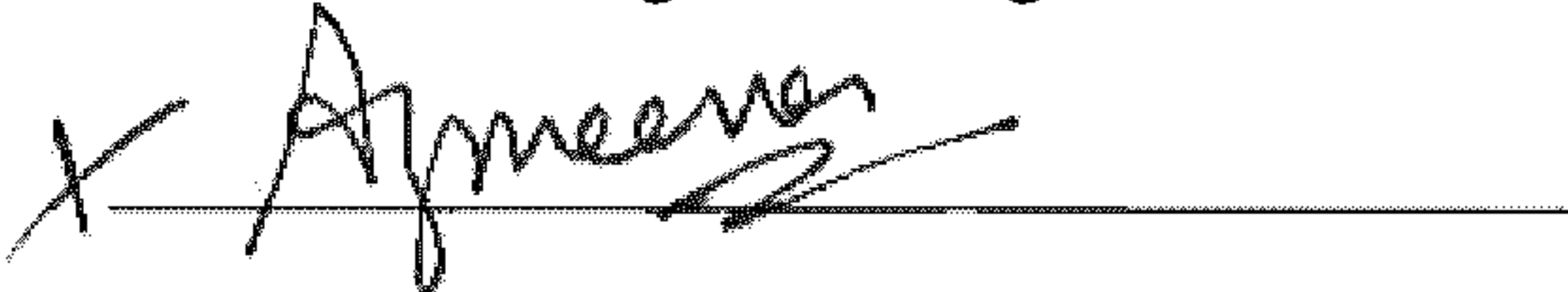
Title in such equipment and signage shall at all times remain with Holden Energy LLC. and Branded Gasoline and fuel supplier.

Purchaser shall pay for all required ADEM compliance and leak detection.

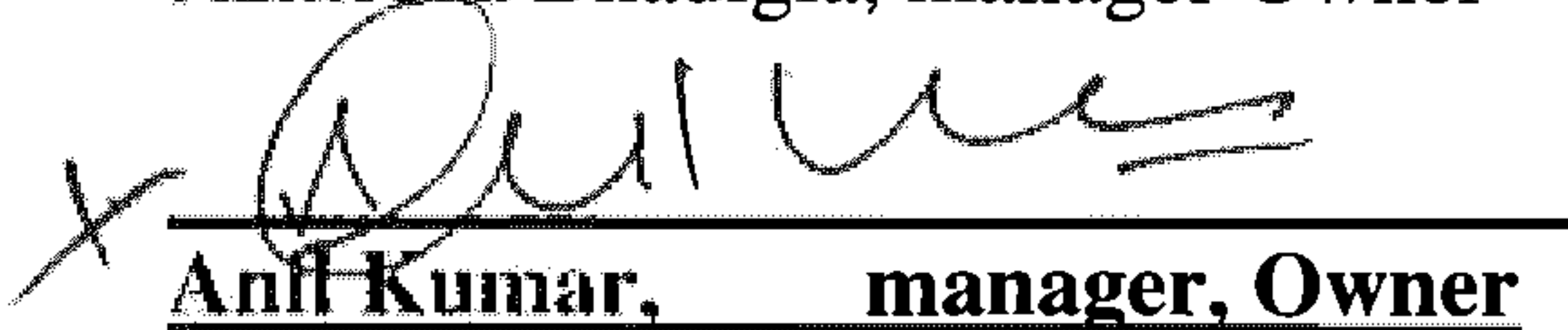
Diamond Gas & Grocery, Inc.  
4154 Hwy. 47 South  
Shelby, AL 35143



Ahmed Bhadigia, manager, Owner



Azmeena Bhadigia, manager Owner



Anil Kumar, manager, Owner

Holden Energy LLC.



Scott Holden, Manager



COMMODITY SCHEDULE (MOTOR FUELS)

NO. \_\_\_\_\_

PURCHASER: Diamond Gas & Grocery, Inc.

DATE

March 1st 2020

DELIVERY POINT 4154 Hwy 47 South  
Shelby, Alabama 35143

PRODUCT Petroleum Products

GRADE Regular, Super Unleaded and Diesel

This schedule is attached to and made a part of a contract of sale between Purchaser and Seller dated March 1st 2020.

1. Quantity. . Except as provided in the attached contract, the quantity of Gasoline covered by this Contract shall be all Purchaser's requirements but in no case less than a minimum of ~~6,480,000~~ <sup>5,400,000</sup> gallons from March 1st 2020 to February 28<sup>th</sup> 2035 thereafter in monthly minimum and maximum quantities hereinafter specified.

Monthly Quantity

January	<u>30,000</u>	July	<u>30,000</u>
February	<u>30,000</u>	August	<u>30,000</u>
March	<u>30,000</u>	September	<u>30,000</u>
April	<u>30,000</u>	October	<u>30,000</u>
May	<u>30,000</u>	November	<u>30,000</u>
June	<u>30,000</u>	December	<u>30,000</u>

Annual Quantity 360,000

2. Title. Title to product shall pass to Purchaser at time of delivery.

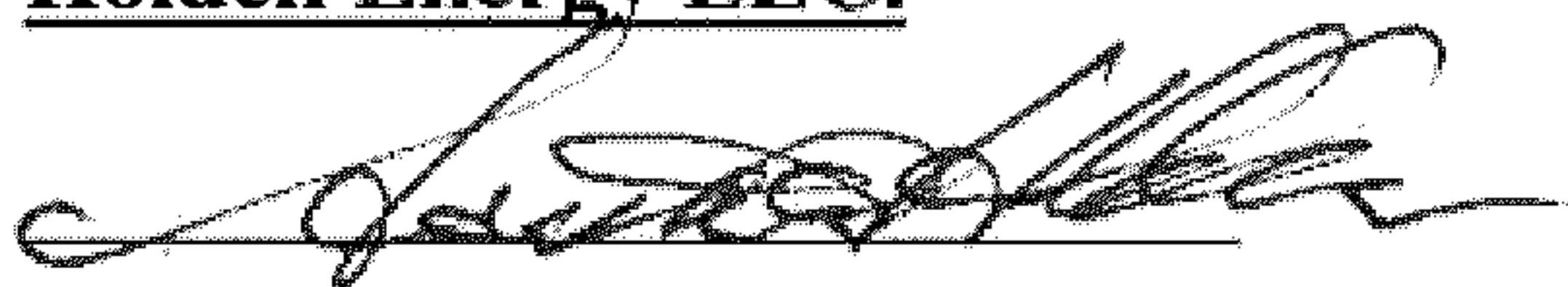
3. Risk of Loss. Risk of loss of product shall pass to Purchaser at delivery.

4. Prices. Seller will sell Gasoline to Purchaser at Birmingham Rack invoice Price plus two cents per gallon, plus freight, plus all applicable taxes, insurance license and fees. Purchaser to pay all related cost associated with credit card processing fees, equipment fees and repairs, network fees and charge backs. Based on full load. Terms for Full Payment will be Net 8 days EFT.

5. Record. Purchaser shall maintain in a form to permit calculation of payments due under this or any other agreement accurate records and/or metering devices, including dates, volumes and prices of all deliveries and sales of motor fuel. Seller and/or its delegate may examine, copy, and audit the foregoing records and/or metering devices at any reasonable time and Seller agrees to keep the records confidential. Purchaser shall, on request from Seller, provide a verified statement of deliveries, sales and gross revenue within five (5) days after the end of each calendar month, and annually, and/or on any cancellation or termination of this Contract. At Sellers option, Seller may prescribe a written form or metering device which Purchaser shall complete or use in submission of or in lieu of such statements.

ACCEPTED:

Holden Energy LLC.

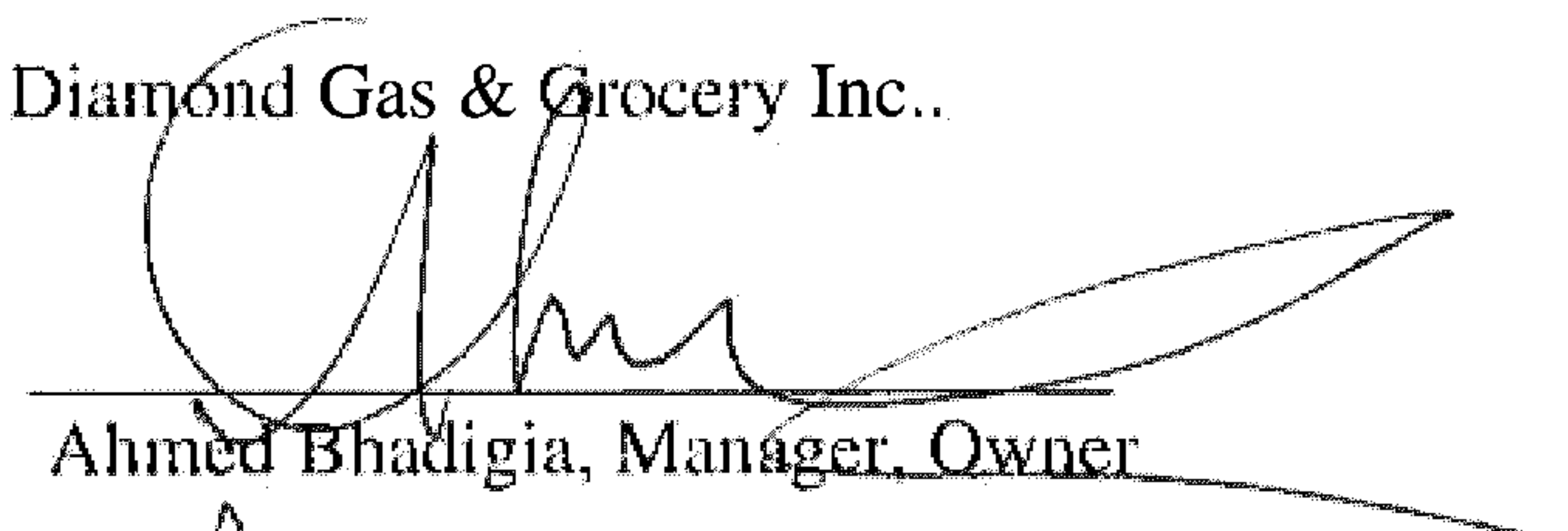


Scott Holden, Manager

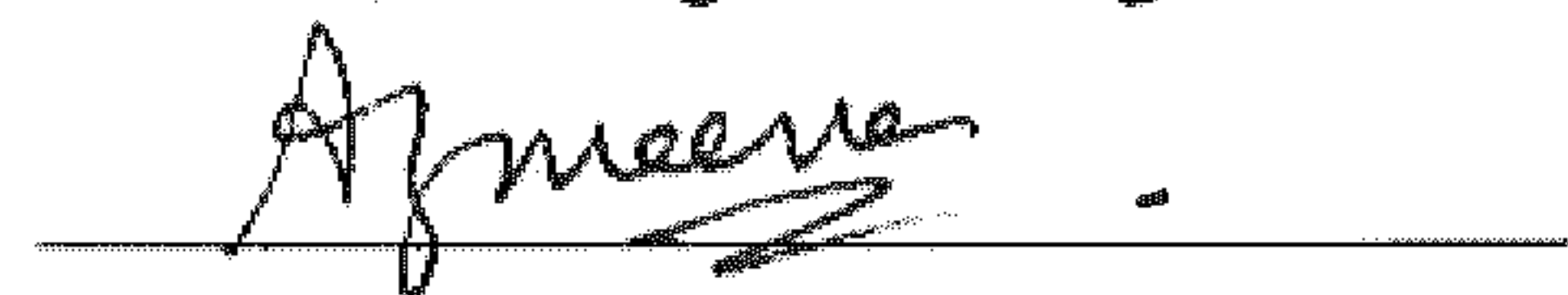
Date 3/4/20

ACCEPTED:

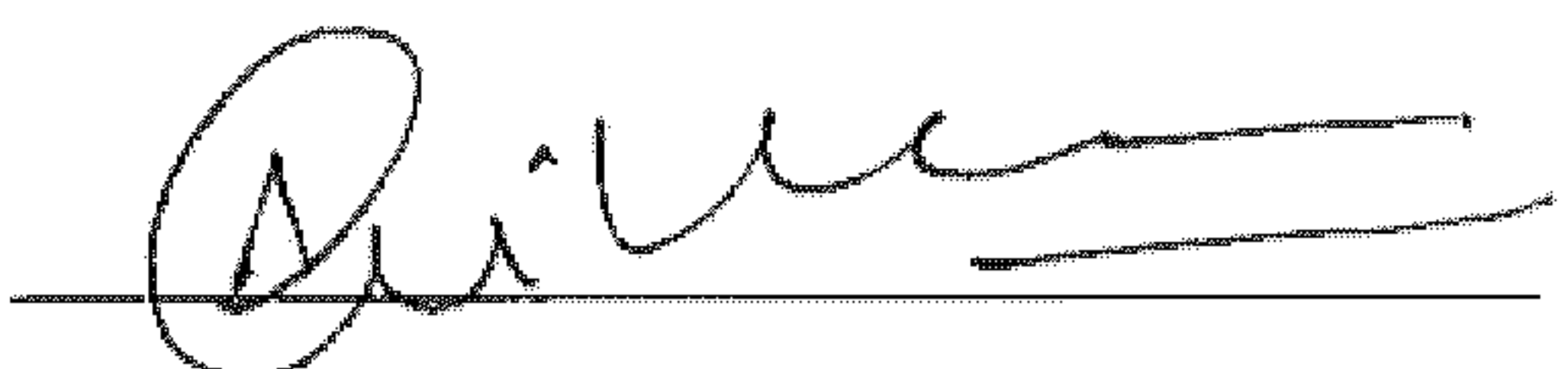
Diamond Gas & Grocery Inc..



Ahmed Bhadigia, Manager, Owner



Azmeena Bhadigia, manager, Owner



Anil Kumar, manager, Owner

Date 3/4/20



Filed and Recorded  
Official Public Records  
Judge of Probate, Shelby County Alabama, County  
Clerk  
Shelby County, AL  
03/19/2020 10:29:49 AM  
\$58.00 CATHY  
20200319000108900

*Allen S. Beal*