



20210405000167350 1/5 \$34.00
Shelby Cnty Judge of Probate, AL
04/05/2021 10:13:39 AM FILED/CERT

Prepared by and after recording, return to:
Penny Pistacchio
P.O. Box 1565
Lawrenceville, GA 30046

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into as of this SEPT 2, 2020 CALERA FOOD MART, INC., an Alabama corporation, and RAMSHA GOWANI, an individual resident of the State of Alabama, whose address is 732 Montgomery Hwy, Ste 253, Vestavia Hills, AL 35216, jointly and severally (collectively, "CUSTOMER") and ALLSTAR PETROLEUM, INC. ("SUPPLIER").

WITNESSETH

WHEREAS, on the 2 day of SEPT, 2020, SUPPLIER and CUSTOMER entered into a Contract Supply Agreement ("Agreement") concerning the real property located at **8130 Highway 31S, Calera, AL 35040** and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises"); and

WHEREAS, the Agreement grants and conveys to SUPPLIER certain rights and options concerning the Premises;

NOW THEREFORE, in consideration of the mutual promises and covenants between the parties and other good and valuable consideration this Memorandum of Agreement is being executed and delivered to be filed on the deed records of Shelby County, Alabama as notice of the rights and options of SUPPLIER in and to the Premises.

1. The terms and provisions of the Agreement are incorporated herein by reference and are hereby ratified and reaffirmed. This Memorandum of Agreement is executed, and is to be recorded in the office of the Judge of Probate of Shelby County, Alabama for the purpose of giving record notice of the existence of the Agreement and of the SUPPLIER's rights thereunder in and to the Premises. This memorandum, however, is not intended to expand the contract rights, duties, obligations or privileges of SUPPLIER or of CUSTOMER as same now exist under the Agreement.

2. The term of the Supply Agreement commences NOV 1, 2020 and continue until a date which is ten (10) years from the earlier of: (a) the first (1st) day of the month following the date that the

branding term of the fuel supplier of Supplier commences; or (b) one (1) year after the Effective Date.

3. The parties agree that the Agreement shall run with the land and be binding upon the CUSTOMER and his heirs, successors and assigns.

2nd IN WITNESS WHEREOF, the parties have executed this Agreement under seal this the day of Sept, 2020.

Signed, sealed and delivered in the presence of:

Rhonda Kiddle

Unofficial Witness

“SUPPLIER”
ALLSTAR PETROLEUM, INC.

By: Scott A. Moon

Name: Scott A. Moon

Its: Member

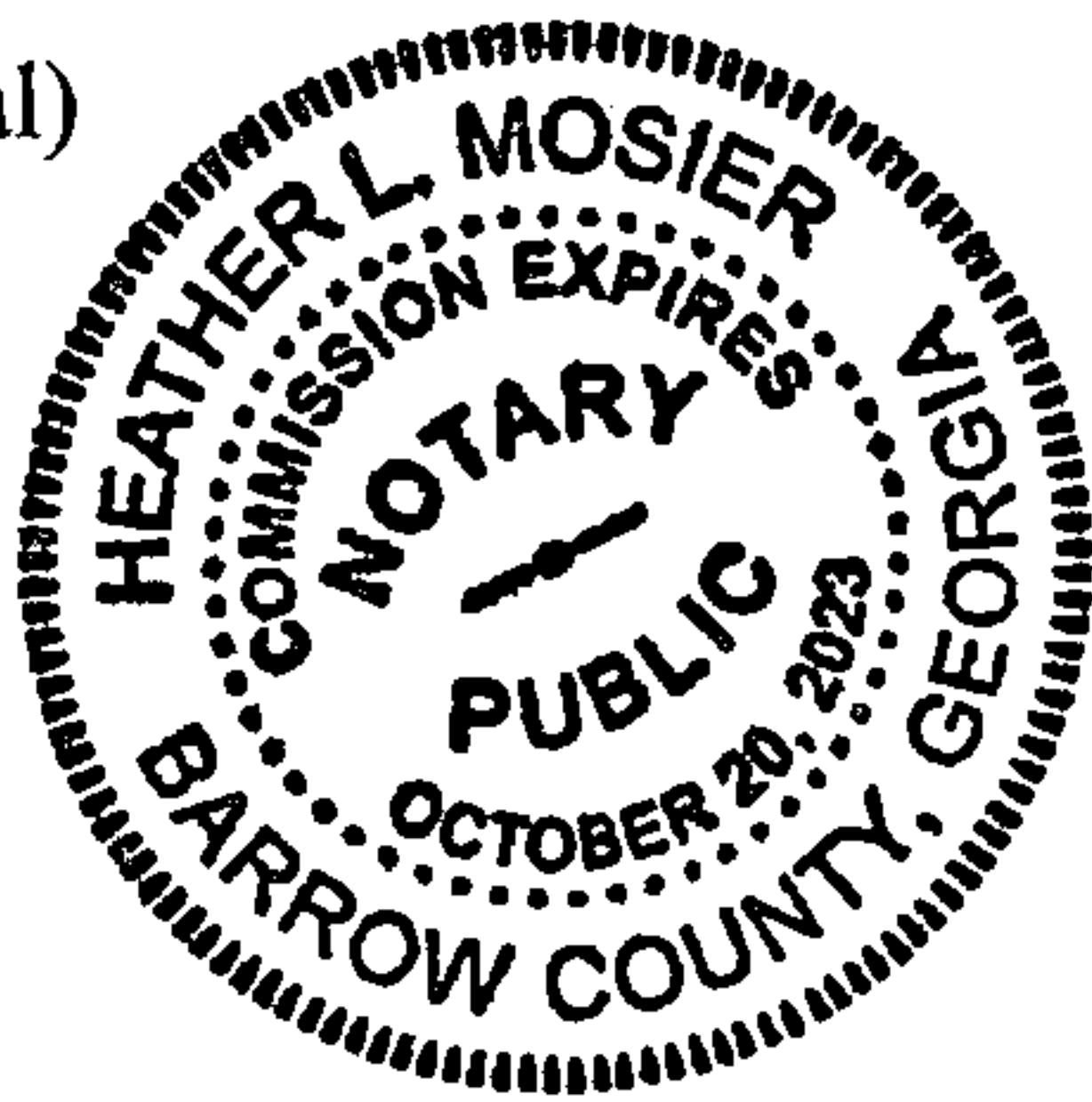
STATE OF Georgia

COUNTY OF Barrow

ACKNOWLEDGMENT

The undersigned Notary Public for the State of Georgia does herewith certify that he/she saw the above named **Supplier**, who have properly identified themselves to the undersigned Notary Public, who did sign, execute and deliver the herein document for the uses and purposes set forth therein, freely and voluntarily on Sept 2, 2020.

(affix seal)



Heather L. Mosier
Notary Public for Scott A. Moon
My commission expires: Oct 20, 2023



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(SIGNATURES CONTINUED ON FOLLOWING PAGE)

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

“CUSTOMER”
CALERA FOOD MART, INC.

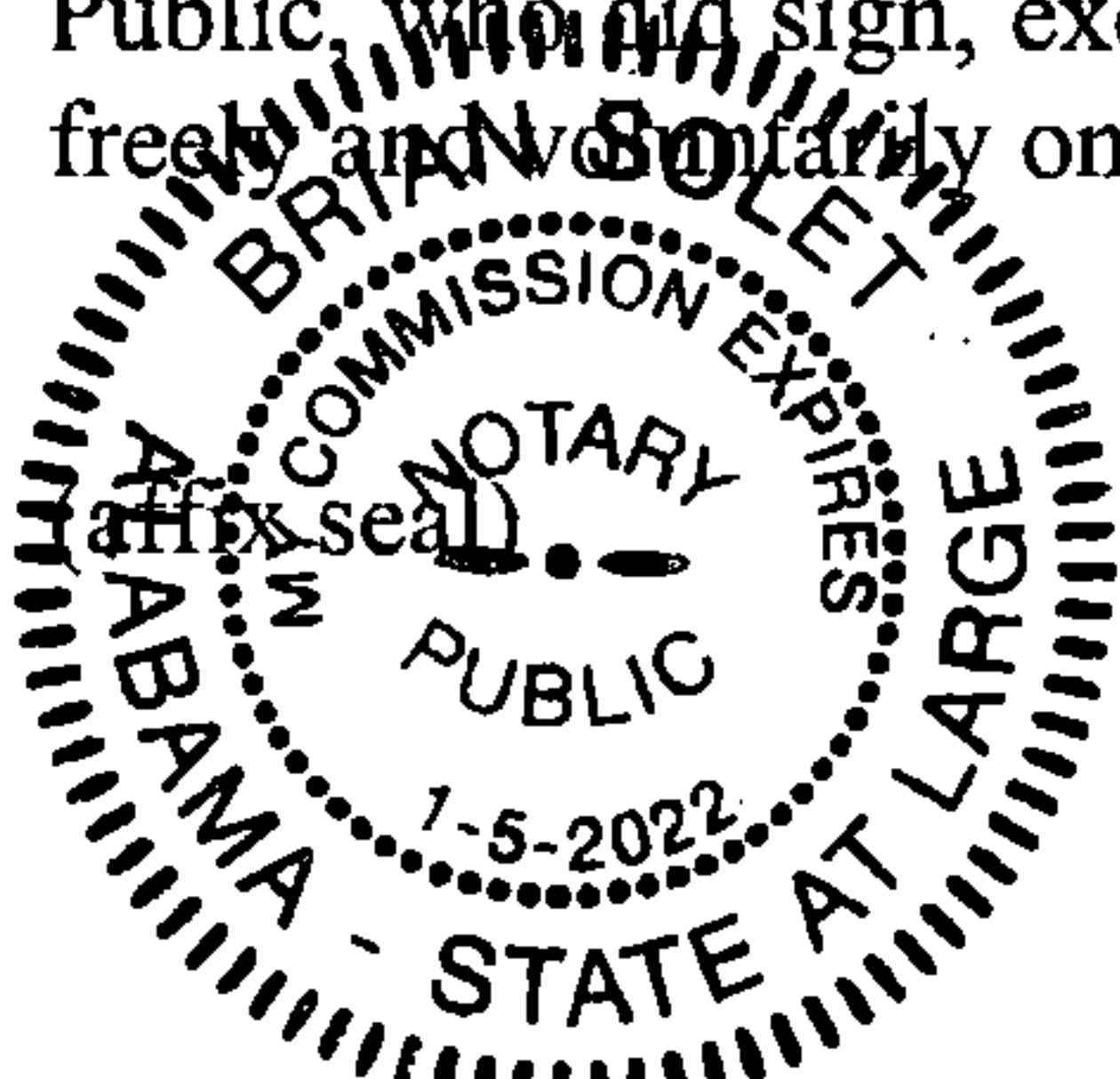
By: [Signature]
Name: Ramsha Gowani
Its: _____

STATE OF ALABAMA

COUNTY OF SHELBY

ACKNOWLEDGMENT

The undersigned Notary Public for the State of ALABAMA does herewith certify that he/she saw the above named **Customer**, who have properly identified themselves to the undersigned Notary Public, who did sign, execute and deliver the herein document for the uses and purposes set forth therein, freely and voluntarily on SEPTEMBER 4, 2020.



[Signature]
Notary Public for FINANCIAL BANK
My commission expires: 01-05-2022

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

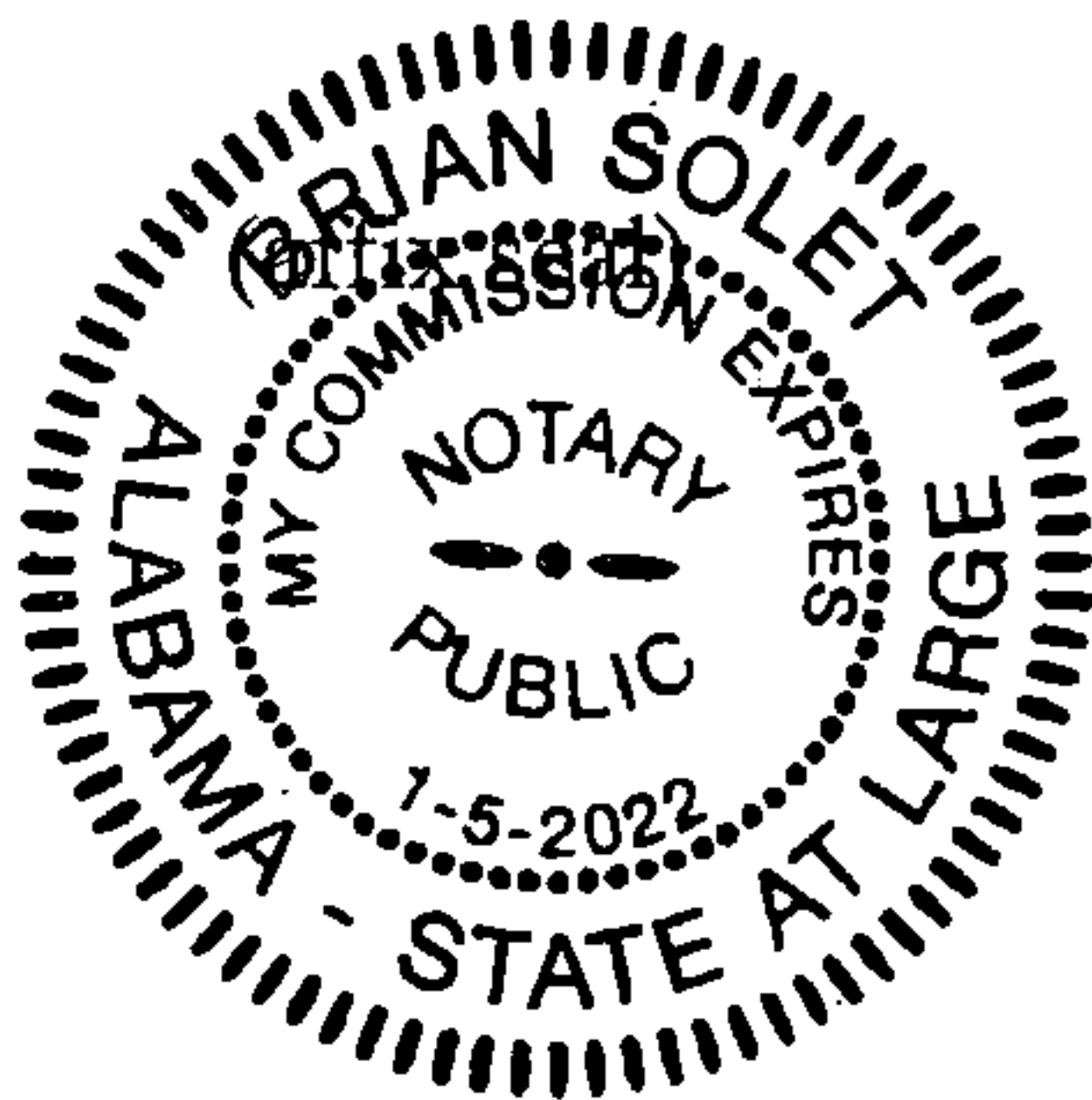
[Signature] (Seal)
RAMSHA GOWANI

STATE OF ALABAMA

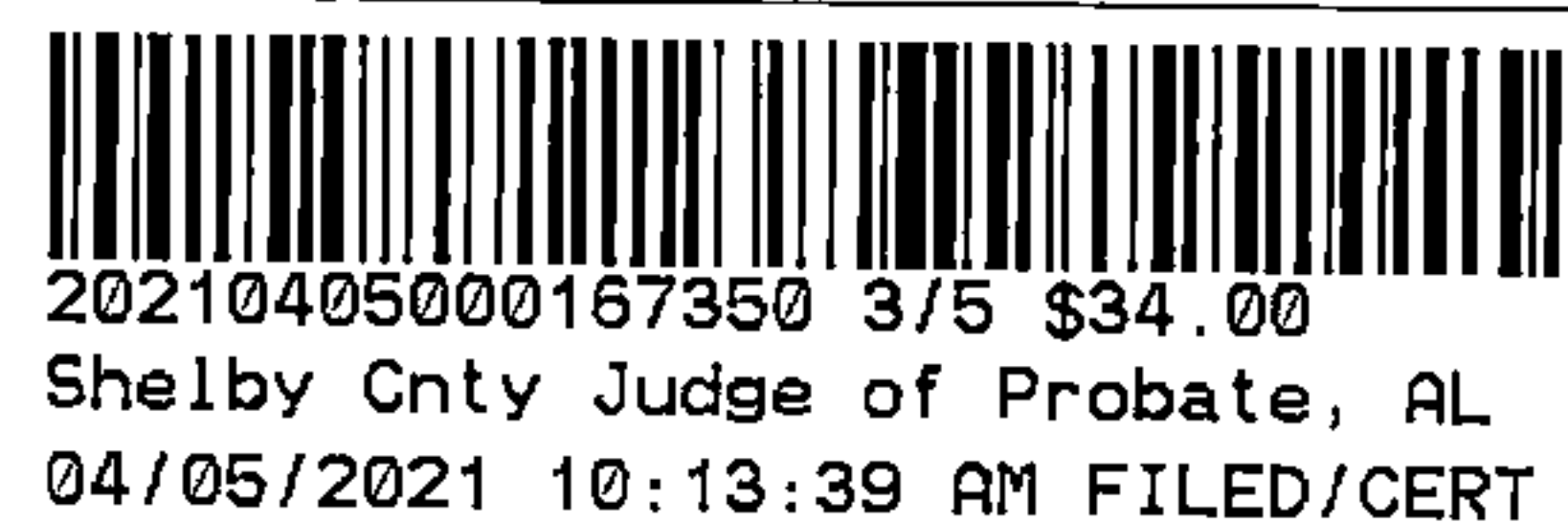
COUNTY OF SHELBY

ACKNOWLEDGMENT

The undersigned Notary Public for the State of ALABAMA does herewith certify that he/she saw the above named **Customer**, who have properly identified themselves to the undersigned Notary Public, who did sign, execute and deliver the herein document for the uses and purposes set forth therein, freely and voluntarily on SEPTEMBER 4, 2020.



[Signature]
Notary Public for FINANCIAL BANK
My commission expires: 01-05-2022



CONSENT AND JOINDER

The undersigned, MBA INVESTMENTS, INC. and MICKEY MUNIR MANSUR, jointly and severally (collectively "Owner"), the Owner of the Premises, hereby evidences its consent and joinder to the annexed Memorandum of Agreement.

In Witness Whereof, the undersigned has executed this Consent this 4th day of SEPT, 2020.

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

"OWNER"
CALERA FOOD MART, INC.

By: [Signature]
Name: RAMISHA GOWANI
Its:

STATE OF ALABAMA

ACKNOWLEDGMENT

COUNTY OF SHELBY

The undersigned Notary Public for the State of ALABAMA does herewith certify that he/she saw the above named Owner, who have properly identified themselves to the undersigned Notary Public, who did sign, execute and deliver the herein document for the uses and purposes set forth therein, freely and voluntarily on SEPTEMBER 4, 2020.

(affix seal)

[Signature]
Notary Public for 1ST FINANCIAL BANK
My commission expires: 01-05-2022

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

[Signature] (Seal)
MICKEY MUNIR MANSUR

STATE OF ALABAMA

ACKNOWLEDGMENT

COUNTY OF SHELBY

The undersigned Notary Public for the State of ALABAMA does herewith certify that he/she saw the above named Owner, who have properly identified themselves to the undersigned Notary Public, who did sign, execute and deliver the herein document for the uses and purposes set forth therein, freely and voluntarily on SEPTEMBER 4, 2020.

(affix seal)

[Signature]
Notary Public for 1ST FINANCIAL BANK
My commission expires: 01-05-2022

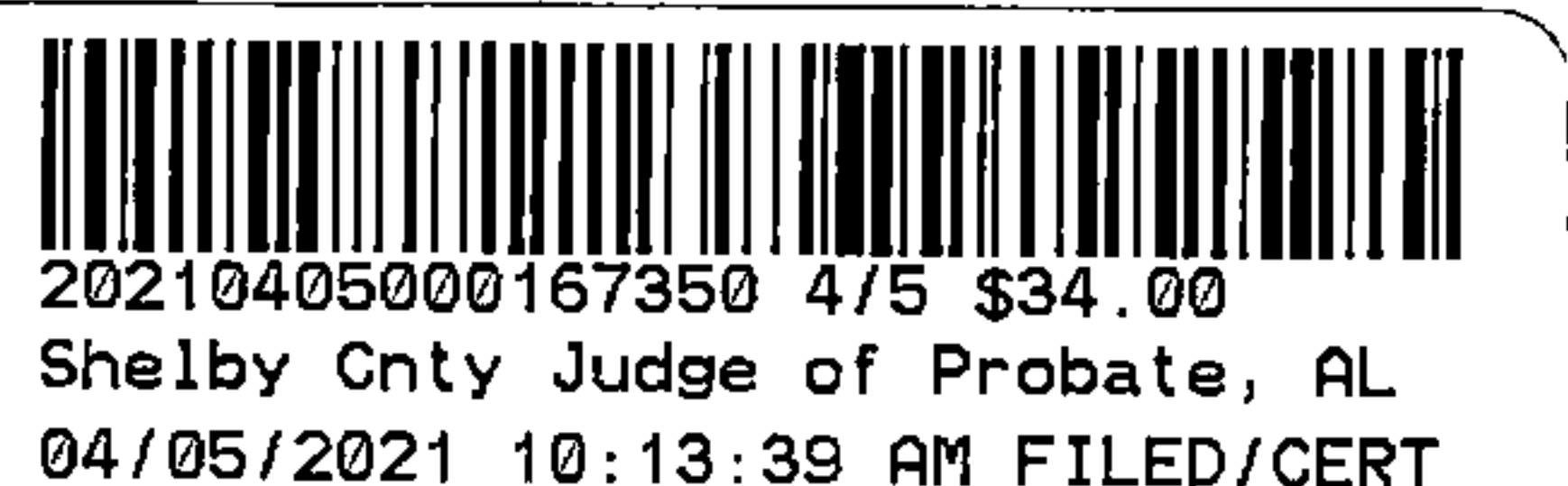


EXHIBIT "A"

LEGAL DESCRIPTION

A portion of lots 6, 7, and 8, Block 27, of the survey of J. H. Dunston's Map of Calera (said map is unrecorded and is unavailable for recordation) and the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 21, Township 22 South, Range 2 West, being more particularly described as follows: Commencing at the point of intersection of the centerline of Montgomery Avenue and the center of the main line tract of the Southern Railroad; thence North along the centerline of Montgomery Avenue a distance of 494 feet; thence at a right angle left a distance of 40 feet to an iron pin; thence at a right angle to the right North along the West line of said Avenue a distance of 75 feet to the point of beginning of the lot herein described; thence continue North along the West line of said Avenue 100 feet to the South boundary of James H. Pilgreen land thence at an interior angle of 89 degrees 27 minutes left Westerly a distance of 150 feet; thence at an interior angle of 90 degrees 33 minutes left a distance of 100 feet; thence at an interior angle of 89 degrees 27 minutes left a distance of 150 feet to the point of beginning; said property lying in the City of Calera, Shelby County, Alabama.

Also: the following easement, Beginning at the Southeast corner of the above described land and run thence Southeasterly along the West boundary of Montgomery Avenue a distance of 40 feet; thence run Northwesterly a distance of 56.3 feet to a point on the South boundary of the above described land which is 40 feet West of the Southeast corner thereof; thence Easterly along said South boundary a distance of 40 feet to the point of beginning, being situated in Shelby County, Alabama.

Also; a lot in the Town of Calera, Alabama, more particularly described as follows; Beginning at a point of intersection of the centerline of Montgomery Avenue and the center of the Main Line Track of the Southern Railroad; thence run North along the centerline of said Montgomery Avenue a distance of 494 feet; thence at a right angle left a distance of 40 feet; thence at a right angle to the right North along the West line of said Montgomery Avenue a distance of 75 feet to the point of beginning of the land herein described and conveyed; and which said point continue the Southeast boundary of the lot leased by O. C. and Clarice Farris to Sinclair Refining which is recorded in Deed Book 188 Page 157 and which said point is marked by an iron pin; thence at an interior angle of 89 degrees 27 minutes left run Westerly along the South boundary of said Sinclair Refining Company lot a distance of 150 feet; thence at an interior angle of 90 degrees 33 minutes left run a distance of 35 feet to the Northwest corner of the lot conveyed by Farris to R. P. Henderson and Howell Henderson as shown by Deed Book 209 Page 319; thence turn an angle of 90 degrees 33 minutes to the left and run thence Easterly along the North boundary of said Henderson lot 150 feet to the point of West Boundary of said Montgomery Avenue; thence turn an angle of 89 degrees 27 minutes to left and run along West line of said Montgomery Avenue a distance of 35 feet to the point of beginning; being situated in Shelby County, Alabama



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