

20210405000167360 1/5 \$36.00
Shelby Cnty Judge of Probate, AL
04/05/2021 10:13:40 AM FILED/CERT

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

AGREEMENT AND RESTRICTIVE COVENANT

THIS AGREEMENT AND RESTRICTIVE COVENANT ("Restrictive Covenant") is made and entered into as of this 2 day of SEPT, 2020 (the "Effective Date"), between **MBA INVESTMENTS, INC.**, an Alabama corporation, and **MICKEY MUNIR MANSUR**, an individual resident of the State of Alabama, whose address is 732 Montgomery Hwy, 253, Vestavia Hills, AL 35216, jointly and severally (collectively, "Owner"), **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, "Tenant"), and **ALLSTAR PETROLEUM, INC.**, a Georgia corporation, with an address of P.O. Box 1565, Lawrenceville, GA 30046 ("Supplier").

WITNESSETH

WHEREAS, Owner has leased the premises located at **8130 Highway 31S, Calera, AL 35040** more particularly described on Exhibit "A" which description is by reference made a part hereof (the "Premises") to Tenant;

WHEREAS, on the 2 day of SEPT, 2020 Supplier and Tenant entered into that certain Contract Supply Agreement which gives Supplier the exclusive right to supply fuel to the Premises (the "Supply Agreement");

WHEREAS, Supplier has made certain expenditures towards the improvements placed upon the Premises in relation to certain fuel equipment and branding of the Premises;

NOW, THEREFORE, in consideration of the mutual promises and covenants between the parties and other good and valuable consideration this Restrictive Covenant 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. This Restrictive Covenant 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 Agreements and of the Supplier's exclusive rights to supply petroleum products to the Premises.

2. The term of the Agreement shall run for ten (10) years commencing on 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. Owner does hereby establish as a restrictive covenant running with the land, that during the Term that the Premises will be used as a retail fuel station, including ancillary uses, and that no petroleum products may be sold on the Premises which are not supplied by Supplier.

4. The parties agree that the Agreements shall run with the land and be binding upon the Owner and Tenant and their heirs, administrators, executors, successors and assigns.

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

Signed, sealed and delivered in the presence of:

Rhonda Kiehl
Unofficial Witness

“SUPPLIER”

ALLSTAR PETROLEUM, INC.

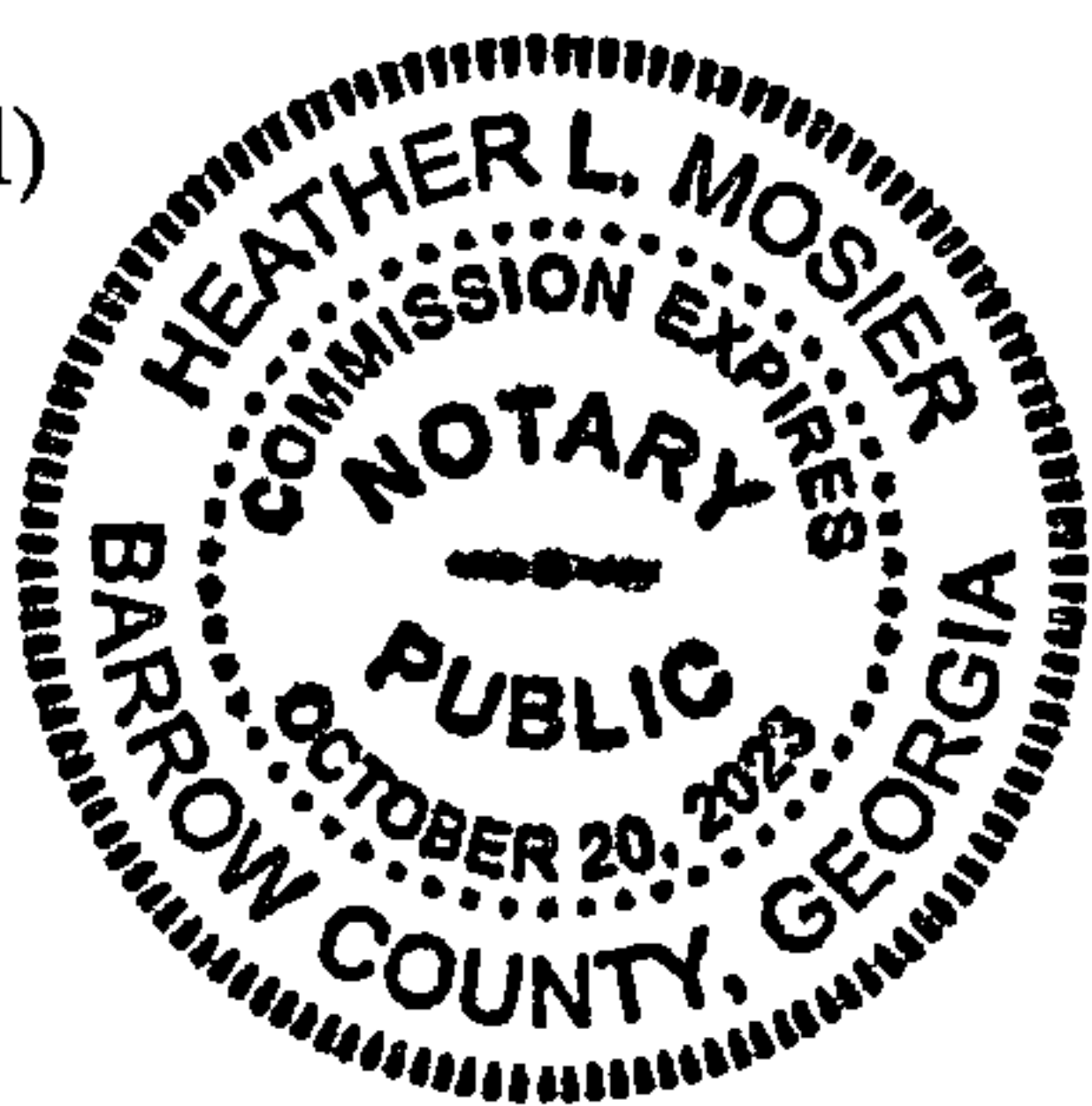
By: Scott A. Moon
Name: Scott A. Moon
Its: Member

STATE OF Georgia
COUNTY OF Barrow

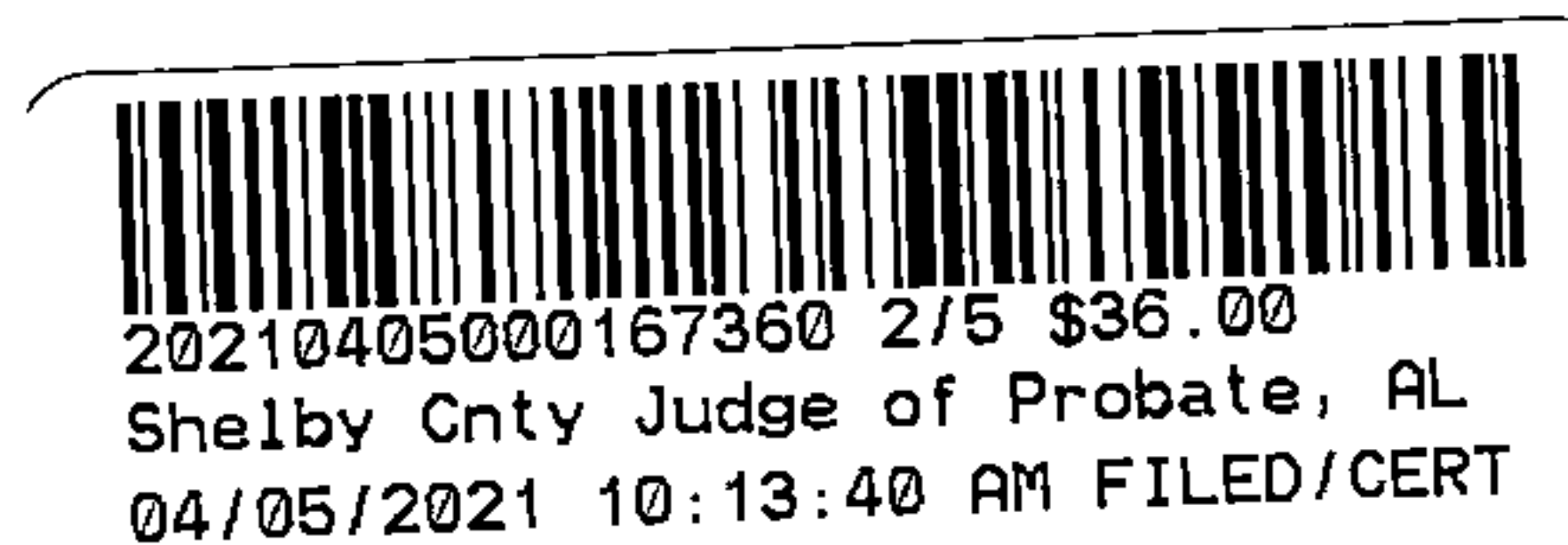
ACKNOWLEDGMENT

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



(SIGNATURES CONTINUED ON FOLLOWING PAGE)

Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

"OWNER"

CALERA FOOD MART, INC.

By: [Signature]
Name: Ramsha Gowari
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 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)



Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

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

[Signature] (Seal)
MICKEY MONR MANSUR

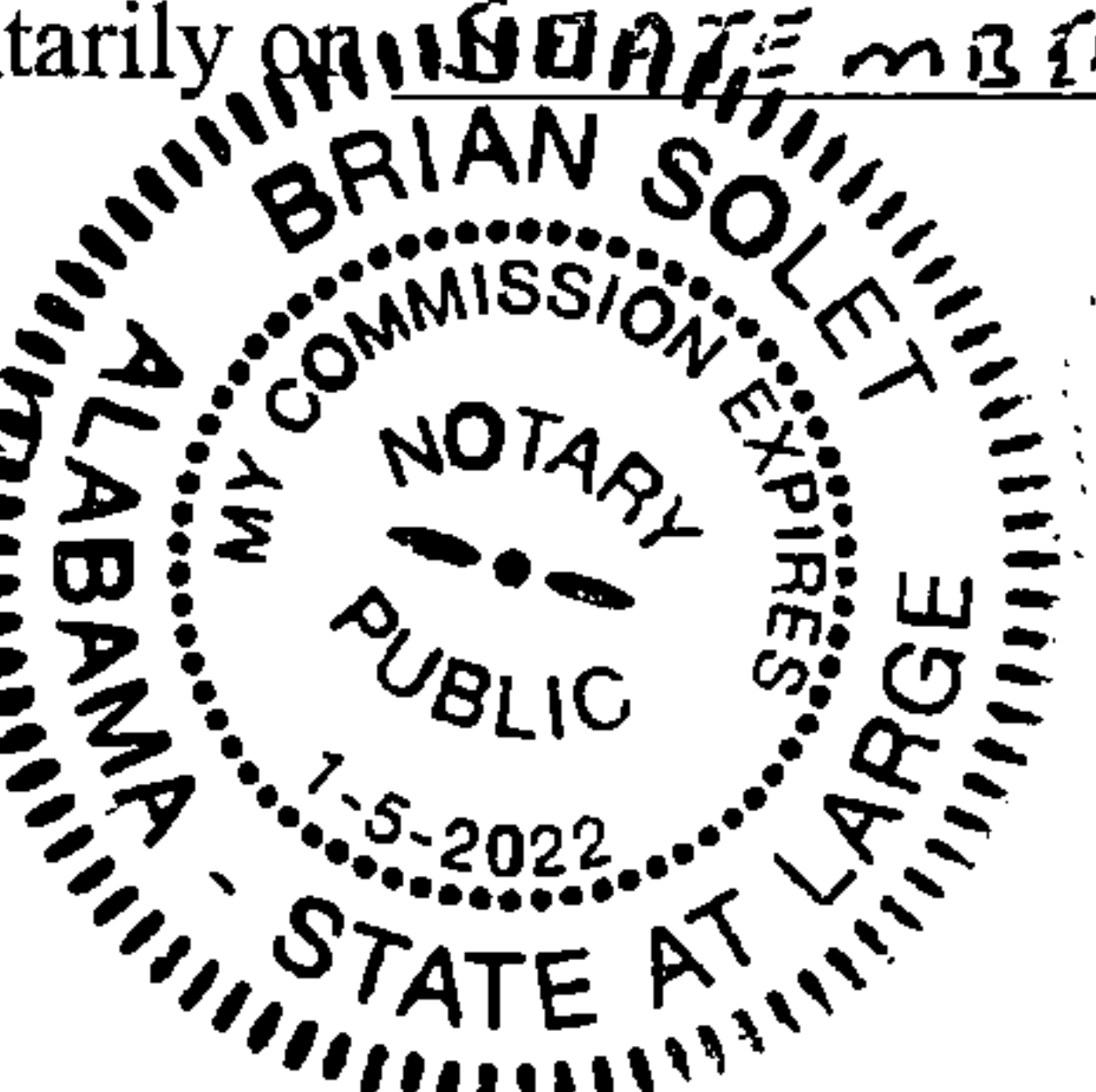
STATE OF ALABAMA

COUNTY OF SHELBY

ACKNOWLEDGMENT

The undersigned Notary Public for the State of ALABAMA does herewith certify that he/she saw the above named 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

(SIGNATURES CONTINUED ON FOLLOWING PAGE)



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Signed, sealed and delivered in the presence of:

[Signature]
Unofficial Witness

"TENANT"
CALERA FOOD MART, INC.

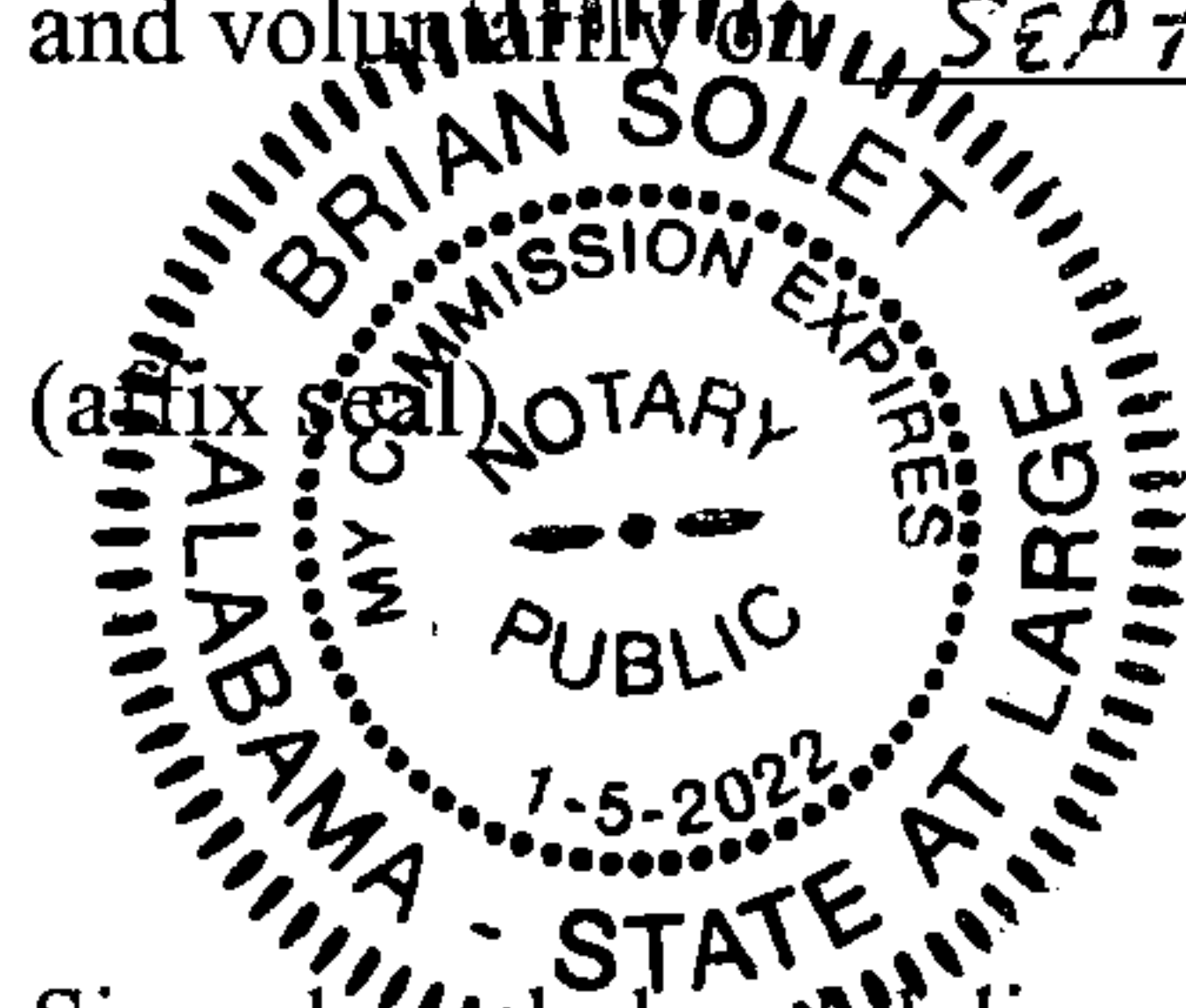
By: [Signature]
Name: Ramsha Gowani
Its:

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 Tenant, 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

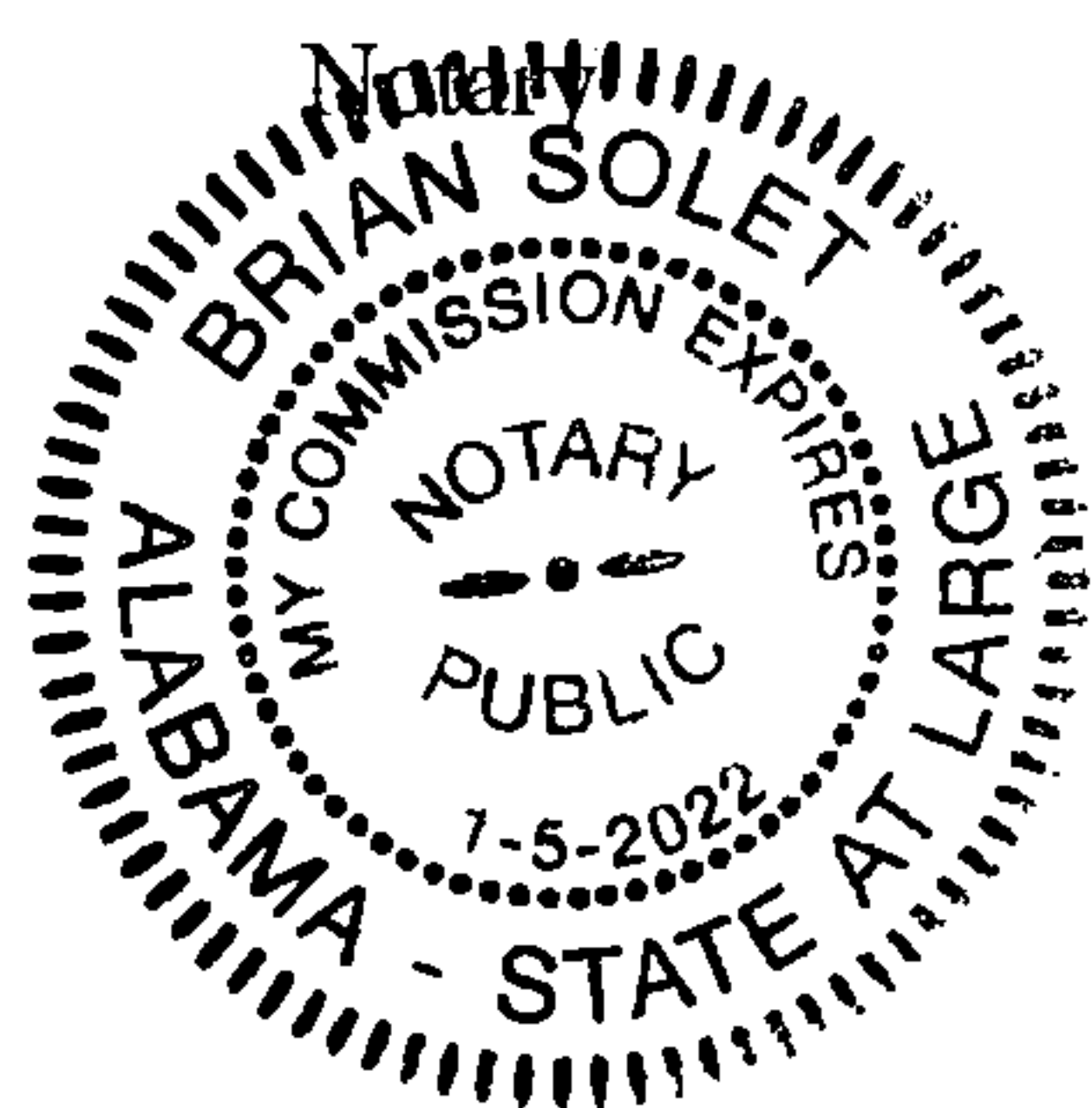
COUNTY OF SHELBY

ACKNOWLEDGMENT

The undersigned Notary Public for the State of ALABAMA does herewith certify that he/she saw the above named Tenant, 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 FINANCIAL BANK
My commission expires: 01-05-2022



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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 Clarico 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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