

LEASE AGREEMENT

THIS LEASE (the "Gas Station Lease" or this "Lease") is made effective as of the 17th day of February, 2021 (the "Effective Date"), by and between *Cape Group, LLC* an Alabama limited liability company ("Landlord"), and *Encore Franchises, LLC an Alabama* limited liability company ("Tenant") and Rahim Budhwani an individual resident of the State of Alabama ("Guarantor").

RECITALS

Landlord is the owner in fee simple of that certain real property located at 3125 Cahaba Valley Road, Pelham, Alabama 35124. A portion of 3125 Cahaba Valley Road is the property that is the subject of this Lease and said leased portion of 3125 Cahaba Valley Road (the "Premises" or "Leased Premises" as defined below). Landlord and Tenant desire to enter into this Gas Station Lease, pursuant to which Landlord shall lease the Leased Premises to Tenant, and Tenant shall lease the Leased Premises from Landlord subject to the terms and conditions set forth in this Lease. Tenant shall construct the Intended Improvements and the UST Installation, as each term is hereinafter defined, upon the Leased Premises and subject to all of this Gas Station Lease.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained in this Lease, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. LEASED PREMISES AND COMMON AREA.

Landlord hereby leases the Leased Premises to Tenant and Tenant hereby leases the Leased Premises from Landlord, pursuant to the terms of this Lease. It is understood by Landlord and Tenant that the Leased Premises is the roofed Building, that is approximately 3,905 square feet and located at 3125 Cahaba Valley Road, that historically has been used as a convenience store and gas station. The "Common Areas", as herein referred to, but subject to Landlord's right to reconfigure same and construct additional improvements as set forth in this lease, shall consist of any and all interior or exterior areas of 3125 Cahaba Valley Road, more particularly described in Exhibit A, not specifically demised and leased as Leased Premises. Common Areas may include, but are not necessarily limited to, walkways; sidewalks; access roads; parking lots; public rest rooms; loading platforms; driveways; lounges and shelters; storage and office areas used by Landlord to operate, maintain, and manage any and all adjacent businesses and properties; trash removal facilities; delivery and service corridors; and any and all other areas of the surrounding lands which are not leased to Tenant herein.

2. USE OF LEASED PREMISES AND COMMON AREA.

Provided that Tenant shall not be in default of this Lease, Tenant shall be permitted to use the Leased Premises for the sole purpose of operation of a gas station and convenience store or other lawful business or use that the Town of Indian Springs Village, Alabama provides written notice to Tenant is a business or use allowed and falling under the Town's classification of a "gas station and convenience store," provided that Tenant shall have complied with Section 12 hereof. Tenant, in conjunction with the use of the Premises, is hereby granted a non-exclusive license to the use of the Common Areas for pedestrian and vehicle access of Tenant's retail customers, employees, and suppliers to the Premises. Tenant's non-exclusive license to use the Common Areas is for the installation, operation, maintenance and supplying of Tenant's fuel pumps, storage tanks and the related equipment subject to Landlord's

express approvals of such in the manner described herein. Said non-exclusive license shall not interfere with nor hinder the use of Common Areas by Landlord and/or the other tenants or businesses that surround the Leased Premises and Common Areas.

Landlord and Tenant agree that during all hours of operation of the Leased Premises the restrooms within the Leased Premises may be accessed and used by the customers of the adjacent mini warehouse facility.

3. INITIAL TERMS, OPTION PERIODS, HOLDING OVER, CANCELLATION.

3.1. The initial term of this Lease (the "Initial Term") shall be for a period of ten years commencing on *March 1st, 2021* (the "Commencement Date") and expiring *March 1st, 2031* at midnight (Central Standard Time), unless extended as provided herein. Tenant shall, beginning on the Commencement Date, start construction of its intended improvements, including Utilities, as defined in Section 5., and the above ground and underground storage tank system (collectively, the "UST Installation") for a gas station and convenience store (collectively, the Utilities, UST Installation, and gas station and convenience store shall be referred to as the "Intended Improvements"). Tenant's subtenant ("Subtenant"), approved by Landlord as provided herein, or Tenant shall obtain a Certificate of Occupancy from the Town of *Indian Springs Village* ("COO") if required with respect to the Leased Premises and also all necessary approvals from the Town of *Indian Springs Village* and other governing bodies for the Intended Improvements in accordance with all applicable laws and regulations.

3.2. Provided that Tenant is not in default of the Lease, Tenant shall have the option to renew this Lease for four successive periods (each, an "Extension Period"), of *five* years each, on the terms and conditions contained in this Lease, including the increases of the Minimum Rent provided in the Table attached as Exhibit B, provided Tenant gives Landlord no less than ninety days written notice of its election to exercise each option for an Extension Period prior to the end of the then-current Term or Extension Period, if applicable. Should Tenant neglect to exercise any option for an Extension Period on the date specified, the Lease shall expire on the last day of the then-current Term or Extension Period, if applicable. The Initial Term, and all exercised Extension Periods shall hereinafter collectively be referred to as the "Term."

3.3. If Tenant remains in possession of the Leased Premises after the expiration of this Lease, the Minimum Rent applicable at that time shall increase by twenty percent of the Minimum Rent payable for the month in which the Term expires and the Term shall be automatically extended on a month-to-month basis until the occurrence of the (i) removal of the underground storage tanks and above ground gasoline dispensing installation (collectively, "UST Installation"), (ii) testing of the subsurface and surface of the Leased Premises according to testing procedures described in Section 14 hereof, (iii) remediation of the surface and subsurface soils and waters, and (iv) preparation and delivery to Landlord of a written report prepared by a certified soils engineer ("Environmental Report") that the surface and subsurface soils and waters of the Leased Premises are not contaminated by any Hazardous Substance, as such term is further defined in Section 14 of this Lease. In the event that the Environmental Report discloses the existence or evidence of any such Hazardous Substances in, on, or under the Premises, the Term of this Lease shall be extended for such time as the UST Installation has been removed and remediation of all Hazardous Substances has been attained, as certified in writing by the certified soils engineer. This Lease shall also be extended under the terms of 3.3 herein until Tenant provides proof of all approvals required by law from the State of Alabama and the Alabama Department of Environmental Management of Tenant's removal and remediation of all Hazardous Substances present on the Leased Premises. All approvals required by this Lease and those required by law must be obtained in the form and substance reasonably

acceptable to Landlord.

3.4. Upon the expiration or termination of this Lease, Tenant will deliver and surrender to Landlord possession of the Leased Premises and the Intended Improvements with the exception of the UST Installation which shall be removed as described in Sections 3.3 and 14 hereof, in as good condition and repair as the same shall be on the Adjusted Commencement Date (loss by fire, casualty and ordinary wear, tear and decay excepted and subject to Tenant's obligations to the Leased Premises as described in this Lease.)

3.5. Tenant may elect to cancel this Lease provided that (1) Tenant is not in default of one or more of the terms of this Lease, (2) Tenant provides notice, as prescribed in Section 19 below, to Landlord of its intent to cancel the Lease (3) Tenant pays Landlord an amount equal to seventy-five percent of the present value of the remaining Rent Landlord is due to receive under the Lease. Landlord may elect to cancel this Lease provided that (1) Landlord is not in default of one or more of the terms of this Lease, (2) Landlord provides notice, as prescribed in Section 19 below, to Tenant of his intent to cancel the Lease (3) Landlord pays Tenant amount equal to seventy-five percent of the present value of the remaining Rent under the Lease.

4. RENT.

4.1. Commencing on the expiration of ninety days following the Effective Date or on the date Tenant opens the gas station for business, whichever shall first occur, Tenant shall pay rent ("Minimum Rent") to Landlord in the amounts detailed in the Rent Table attached hereto as Exhibit B. Rent payments are due on the fifth day of each calendar month of the Lease, and all and each year thereafter throughout the Term of the Lease.

4.2. It is understood that Landlord shall receive the Minimum Rent set forth in Section 4, free and clear of any and all expenses, costs, impositions, Taxes applicable to Tenant as defined in Section 5, assessments, liens or charges of any nature whatsoever. Tenant shall pay all rent in lawful money of the United States of America to Landlord at the notice address stated herein or to such other persons or at such other places as Landlord may designate in writing on or before the due date specified for same without prior demand, set-off or deduction of any nature whatsoever. It is the intention of the parties hereto that this Lease shall not be terminable for any reason by Tenant, and that except as herein expressly provided concerning delay, destruction and condemnation, Tenant shall in no event be entitled to any abatement of or reduction in Rent payable under this Lease. Any present or future law to the contrary shall not alter this agreement of the parties.

4.3. In addition to the Minimum Rent reserved by this Section 4, Tenant shall pay (with respect to the Premises), as Additional Rent, forty percent of the real estate taxes assessed to Landlord's property. Tenant shall also pay as Additional Rent general and special assessments, levies and charges, fees and other impositions, insurance premiums, operating charges, including Utilities as defined in Section 5, maintenance, repair and replacement costs and expenses, all costs of maintaining, repairing and improving the Leased Premises and the surrounding Licensed Common Area, and any other charges, costs and expenses (including appropriate reserves therefor) which are contemplated or which may arise under any provision of this Lease during the Term. All of such charges, costs, expenses, and all other amounts payable by Tenant hereunder shall constitute Additional Rent, and upon the failure of Tenant to pay any of such charges, costs or expenses, Landlord shall have the same rights and remedies as otherwise provided in this Lease for the failure of Tenant to pay Additional Rent.

4.4. Tenant shall have the right during the Term of this Lease, at Tenant's sole expense, to appeal in good-faith to the appropriate taxing authority the amount of any real estate Tax assessed against the Leased Premises. Landlord shall reasonably cooperate with Tenant in such appeal efforts.

4.5. Minimum Rent and Additional Rent shall be collectively referred to herein as "Rent". Tenant hereby acknowledges that the late payment by Tenant to Landlord of any installment of Minimum Rent or any other amounts or charges payable under the terms of this Lease will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing, administrative and accounting costs, and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Leased Premises. Accordingly, if Tenant shall fail to pay, within *five* days after said amount is due and payable, any installment of Minimum Rent or Additional Rent or any other amounts or charges payable hereunder, Tenant shall pay a late charge equal to *twenty-five percent* of the delinquent payment ("Late Charge"), payable forthwith with the late payment. The parties hereto agree that the Late Charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Neither assessment nor acceptance of any Late Charge by Landlord shall constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of its other rights and remedies granted under this Lease. Nothing contained in this Section 4.5 shall be deemed to condone, authorize, or sanction to Tenant the late payment of any installment of Minimum Rent, Additional Rent, or any other amounts or charges payable hereunder and Tenant shall be deemed in default should any such sum not be paid by the date on which it shall be due.

5. TAXES, UTILITY CHARGES, ASSESSMENTS, RENTAL TAX.

5.1. During the Term, Tenant agrees to pay as Additional Rent all charges for electricity, gas, heat, water, telecommunications and other utility services on, to or under the Leased Premises and the Licensed Common Areas (collectively, "Utilities"). In the event Utilities are not available on the Leased Premises and the Licensed Common Areas, the costs and expenses incurred to bring utility transmission lines from the utility's main system to the Leased Premises and the Licensed Common Areas shall be paid solely by Tenant.

5.2. Provided that Tenant shall not be in default of this Lease, in the event that Tenant is able to purchase, acquire or otherwise obtain any or all Utilities through direct access or otherwise, as a result of the deregulation of the Utilities or as a result of the utility market providing open access and customer choice through pilot programs, legislation, or otherwise, Tenant shall have the option, at any time and from time-to-time during the Term of this Lease, to purchase its Utilities from any source and to elect the service provider, supplier, and such supplier's distributor and/or transmitter for any or all Utilities servicing the Leased Premises, provided that Tenant shall have obtained the prior written consent of Landlord thereto.

5.3. Tenant shall pay as Additional Rent, at the times and in the manner set forth below, a pro-rata portion, based on the square footage of the Leased Premises, of the real estate Taxes, general and special assessments, levies and charges, and Environmental Surcharges, as hereinafter defined, payable with respect to the Leased Premises. The phrase, "Real estate Taxes, general and special assessments, levies and charges", means such Taxes, assessments, levies and charges levied, assessed or imposed: (a) upon or with respect to, or which shall be or may become liens upon the Leased Premises, or any portion thereof or any interest of Landlord therein or under this Lease; by the Federal Department of Energy, Federal

Environmental Protection Agency, The Federal Clean Air Act, or any regulations promulgated under these entities, or any other local, state, or federal governmental agency or entity now or later vested with the power to impose Taxes, assessments, or other types of surcharges as a means of controlling or abating environmental pollution or the use of energy in regard to the use, operation, or occupancy of the Leased Premises, the Licensed Common Areas, and/or the Intended Improvements; (b) upon or against, or which shall be measured by, or shall be or may become liens upon, any rents or rent income, as such, payable to or on behalf of Landlord, in connection with the Premises, the Licensed Common Area or any portion thereof or any interest of Landlord therein; (c) upon or with respect to the ownership, possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Leased Premises and the Licensed Common Area or any portion of thereof or improvement, including the Utilities and the Intended Improvements, located thereon; (d) upon this Lease or any document to which Tenant is a party creating or transferring an interest or any estate in the Premises; (e) upon or against Landlord or any interest of Landlord in the Leased Premises and Licensed Common Area in any manner and for any reason whether similar or dissimilar to the foregoing, under or by virtue of any present or future law, state ordinance, regulation or other requirement of any governmental authority (all of which are collectively referred to in this Lease as "Taxes"), it being the intention of the parties that insofar as it may lawfully be done, the provisions of this Section 5 should be construed to provide that the amount of rent reserved to Landlord under this Lease shall be net of all Taxes to Landlord, except such non-real estate taxes as Landlord may from time-to-time be required to pay on such rent in common with other ordinary non-rental income received by Landlord in the regular course of Landlord's business.

6. CONSTRUCTION.

6.1. Provided that Tenant shall not be in default of this Lease, Tenant may, from time-to-time during the Term, subject to Landlord's prior written approval: (a) construct the Intended Improvements, including the Utilities, provided that the Intended Improvements shall be a gas station and convenience store; or (b) replace, alter, modify such Intended Improvements (collectively, (a) and (b) shall be referred to as "Intended Improvements"), provided that such replacements, alterations, and modifications shall be substantially equal to or better than the Intended Improvement.

6.2. Landlord agrees to contribute up to **\$150,000.00** toward approved Landlord financed improvements (referred to as "Landlord Financed Improvements") that shall be improvements and fixtures to the Building that is the Leased Premises herein. It is understood that the Landlord Financed Improvements are different and totally separate from all other construction, improvements or installation and maintenance of equipment described in this Lease that is the sole responsibility of Tenant. Landlord agrees provide funds up to the above-described amount to Tenant for the Landlord Financed Improvements subject to the following: (a) Tenant proposes in writing certain improvements with attached drawings and specifications designed by Tenant's professionals to the Leased Premises that are acceptable to Landlord and that Landlord approves in writing prior to any work being performed or funds spent toward labor or materials for a proposed improvement; (b) Tenant secures licensed professionals that are acceptable to Landlord to perform the Landlord Financed Improvements and obtains itemized quotes that are acceptable Landlord and that Landlord approves in writing prior to any work being performed or funds spent toward labor or materials for a proposed improvement; (c) that Tenant secures and pays for at Tenants expense, all approvals from all agencies and governing bodies that are necessary for the intended work (any penalty or fine for Tenant's failure to do so shall be paid by Tenant) (d) that Tenant's approved professionals perform the work in accordance with the approvals previously obtained from Landlord; (e) and that Landlord will pay Tenant the amounts stated in invoices from Tenant's professionals in the amounts previously agreed upon in writing by Landlord or that Landlord will otherwise accept. Should

Tenant fail to adhere to the conditions outlined above, Tenant understands it shall not be entitled to any portion of the funds described above for Landlord Financed Improvements. Once Landlord pays Tenant for an approved Invoice, Tenant shall immediately use the funds to satisfy an approved invoice and Tenant shall not use the funds for any other purpose. Payment of all invoices contemplated by this section is the sole responsibility of Tenant and Tenant will defend, indemnify, and save Landlord harmless from any and all costs and expenses, including reasonable attorneys' fees incurred as a result of any such lien against Landlord's interest and or any other claim against Landlord arising from or out of work undertaken by the Tenant's professionals, contractors or other third parties. Tenant also understands that Landlord has the discretion to approve or disapprove proposed improvements under this section. Landlord will not agree to improvements under this section to structures or areas other than the Building that is the Leased Premises.

6.3. All Landlord Financed Improvements and Intended Improvements, with the exception of the UST Installation, shall at the expiration of the Term of the Gas Station Lease become part of the Leased Premises and the Licensed Common Area and shall be owned solely by Landlord, to the exclusion of Tenant, provided however, upon the request of Landlord the UST Installation, in whole or in part, shall be removed by Tenant on termination of this Lease at Tenant's sole expense and Tenant shall repair all damage caused by such removal. For purposes of this Gas Station Lease, the term "Intended Improvements" shall include any item bolted, nailed, glued, screwed, plastered or otherwise physically affixed to the Leased Premises. Landlord Financed Improvements are defined above in 6.2. Landlord and Tenant agree that it is in the best interests of both parties that the Landlord Financed Improvements and Intended Improvements be constructed and maintained to a uniform theme and a high standard of quality consistent with the surrounding buildings and properties. Tenant agrees that Landlord shall have the right to approve or disapprove of Tenant's exterior design, decorations, color schemes, and trade fixtures. Tenant shall submit in writing to Landlord, in advance of submission to the governmental authorities, complete details on such matters before initial installation or subsequent redecorating or remodeling and shall obtain Landlord's written approval before any such work is undertaken.

6.4. Tenant is solely responsible for completion of construction of the Landlord Financed Improvements, Intended Improvements, and Utilities. Tenant shall promptly pay all persons furnishing labor and/or materials with respect to any work performed by Tenant and/or its contractors, subcontractors, supplier and materialmen (hereinafter collectively referred to as "Contractors") on or about the Leased Premises and Licensed Common Area. No work performed by Tenant, or at the request of Tenant, whether in the nature of construction, alteration or repair, shall be deemed to be for the immediate use and benefit of Landlord. Tenant shall include such contractual provisions as Landlord may request in all contracts and subcontracts for the Landlord Financed Improvements and Intended Improvements assuring Landlord that no mechanic's liens will be asserted against Landlord's interest in Landlord's property. Such provisions shall also provide, among other terms and conditions, that notwithstanding anything in said contracts or subcontracts to the contrary, Contractors will perform the work and/or furnish the required materials on the sole credit of Tenant; that no lien for labor or materials will be filed or claimed by Contractors against Landlord's interest in the Premises and Licensed Common Area; that the Tenant and the Contractors will immediately discharge any such lien filed or claimed by the Contractor's suppliers, laborers, materialmen, or subcontractors; and that the Tenant and Contractors will defend, indemnify, and save Landlord harmless from any and all costs and expenses, including reasonable attorneys' fees incurred as a result of any such lien against Landlord's interest and or any other claim against Landlord arising from or out of work undertaken by the Contractors.

6.5. The Landlord Financed Improvements and Intended Improvements shall be constructed in a good and workmanlike manner and in accordance with all requirements of local ordinances, rules,

regulations and requirements of all departments, boards, bureaus, officials and authorities having jurisdiction, including any Environmental Law, as defined in Section 14., applicable thereto, and Tenant shall indemnify and hold Landlord harmless from all such Landlord Financed Improvements and Intended Improvements and Tenant's use and Tenant's invitees' and permittees' use of the Leased Premises and the Licensed Common Area. Tenant acknowledges that no warranty of any kind shall be inferred from the approval of Landlord to Tenant's construction, replacement, alteration, or modification of the Landlord Financed Improvements and Intended Improvements. Tenant shall deliver to Landlord the Site Plan, drawings, and plans and specifications of the Landlord Financed Improvements and Intended Improvements thirty days prior to any and all proposed construction on the Premises and Licensed Common Area.

6.6. All necessary permits shall be obtained by Tenant at its sole cost and expense and Landlord shall reasonably cooperate with Tenant therefor.

6.7. The Intended Improvements (and any building in replacement of the Intended Improvements constructed in the future) shall be erected wholly within the boundary lines of the Leased Premises or Common Area in a location approved by Landlord prior to construction.

6.8. Landlord may inspect the work of Tenant at reasonable times.

7. REPAIRS AND MAINTENANCE; DAMAGE TO THE PREMISES.

7.1. Subject to the provisions of Section 6., Tenant covenants and agrees, at its sole cost and expense, during the Term, to maintain and keep the Leased Premises and Licensed Common Area, the Intended Improvements, and the UST Installation in an orderly condition, in a state of good repair, excepting normal wear and tear.

7.2. During the Term, Tenant shall make all necessary or appropriate repairs, replacements, renewals and betterments to the Leased Premises, Licensed Common Area, the Landlord Financed Improvements, the Intended Improvements, and the UST Installation, interior and exterior, structural and non-structural, and foreseen and unforeseen, including without limitation the Utilities, roof, foundation and exterior walls. All repairs effected shall be substantially equal in quality and material and workmanship to the original work and material and shall meet the requirements of municipal and governmental authorities. All work performed in the maintenance and repair of the Leased Premises, the Licensed Common Area, the Landlord Financed Improvements, Intended Improvements, and the UST Installation shall be effected as expeditiously as reasonably possible and in such a manner as not to unreasonably interfere, obstruct or delay access to or from the surrounding businesses and residential properties, or their customers, suppliers, invitees and permittees.

7.3. If the Premises and/or Licensed Common Area are materially damaged or destroyed, they shall be repaired or restored by Tenant within *sixty* days after the occurrence of the damage or destruction and Tenant shall diligently proceed to repair and restore the Premises. If Landlord determines that the Premises cannot be repaired or restored within such a period, then either Landlord or Tenant shall have the right to terminate this Lease by written notice to the other given, within *fourteen* days after the date Landlord notifies Tenant that repairs cannot be made within that period.

7.4. If in any damage or destruction the Premises and/or the Licensed Common Area are rendered unfit for use and occupancy and this Lease is not terminated as described in Section 7.4., an equitable proportion of the Minimum Rent, in light of the nature and extent of the damage, shall be abated until the Premises, excluding any fixtures or items installed or paid for by Tenant which Tenant is entitled or

required to remove under this Lease, have been restored by Tenant as provided above.

7.5. Except as expressly provided otherwise in this Lease, damage to or destruction of the Premises and/or the Licensed Common Area shall not terminate this Lease or result in any Rent abatement. Tenant waives any right of offset against its obligation to pay Rent provided by any statute or rule of law in connection with Tenant's duties of repair and restoration under the provisions of this Lease.

8. INSURANCE.

8.1. Liability Insurance. As of the Effective Date, Tenant shall, at its sole cost and expense, maintain the following minimum policies of insurance in full force and effect:

8.1.1. Commercial general liability insurance with broad form coverage endorsement (including broad form property damage endorsement) insuring against claims on account of loss of life, personal injury or property damage that may arise from, or be occasioned by the condition, use or occupancy of the Leased Premises and Licensed Common Area by Tenant and its occupants, permittees and invitees ("Tenant's Liability Insurance"). The insurance required pursuant to this Section shall be at least as broad as the most commonly available ISO Commercial General Liability policy form CG 00 01 and shall include the following provisions: (i) shall provide that the policy may not be canceled or reduced in amount or coverage below the requirements of this Lease without at least *sixty* days prior written notice by the insurer to each insured and to each additional insured; (ii) shall provide for severability of interests; (iii) shall provide that an act or omission of one of the insureds or additional insureds which would void or otherwise reduce coverage, shall not reduce or void the coverage as to the other insureds; (iv) shall provide for contractual liability coverage, naming Landlord, or any future owner during the Term of this Lease, as an additional insured; and (v) shall be primary and non-contributory. Tenant agrees to furnish to Landlord a certificate evidencing that: (i) such insurance is in full force and effect; (ii) the premiums have been paid in full; (iii) the appropriate parties are designated as additional insureds on an endorsement at least as broad as ISO Form CG 2026; (iv) the policy contains any required waiver of subrogation; and (v) such insurance may not be cancelled or coverage reduced below the levels required to be maintained hereunder without at least *sixty* days prior written notice to all insureds and additional insureds.

8.1.2. Tenant's Liability Insurance shall be carried by an insurance company or companies qualified to do business in the State of Alabama with a Best's Key Rating Guide Property-Casualty United States rating of at least an A- and a financial rating of VIII, and having limits for bodily injury to or personal injury to or death of any person, or more than one (1) person, or for damage to property, in an amount of not less than \$2,000,000.00 combined, single limit per \$1,000,000.00, such coverage to be in a commercial general liability form with at least the following endorsements: (i) deleting any employee exclusion on personal injury coverage; (ii) including coverage for injuries to or caused by employees; (iii) providing for blanket contractual liability coverage (including on owners' indemnity obligations contained in this Section 8., broad form property damage coverage and products completed operations, owner's protective and personal injury coverage; (iv) providing for coverage of employers automobile non-ownership liability; and (v) if the use of the Leased Premises includes the sale of alcoholic beverages, including coverage for employer's liability, host liquor liability, liquor liability and so-called "dram shop" liability coverage with a combined single limit of not less than \$2,000,000.00 per occurrence. Tenant's Liability Insurance shall be made on an "occurrence" basis and not on a "claims made" basis. The insurance referenced in this Section may be provided under (i) an individual policy covering the Leased Premises, (ii) a blanket policy or policies which includes other liabilities, properties and locations of such Tenant, so long as the amount and coverage of insurance required to be carried hereunder is not diminished, or (iii) a combination of the foregoing insurance programs. To the extent any deductible is

permitted or allowed as a part of any insurance policy carried by the Tenant in compliance with this Section 8, Tenant shall be deemed to be covering the amount thereof under an informal plan of self-insurance; provided, however, that in no event shall any deductible exceed \$10,000.00.

8.2. Insurance Coverage During Construction:

8.2.1. Prior to commencing any construction activities on the Leased Premises and the Licensed Common Area, Tenant shall obtain or require its contractor to obtain and thereafter maintain so long as such construction activity is occurring, at least the minimum insurance coverages set forth below. In the event that Tenant or Tenant's affiliates are the contractor, the term "contractor" used in this Section 8.2 shall include Tenant.

A. Workers' compensation and employer's liability insurance:

(i) Worker's compensation insurance as required by any applicable law or regulation.

(ii) Employer's liability insurance in the amount of \$1,000,000.00 each accident for bodily injury, \$1,000,000.00 policy limit for bodily injury by disease and \$1,000,000.00 each employee for bodily injury by disease.

B. General liability insurance: Commercial General Liability insurance covering all operations by or on behalf of the general contractor, which shall include the following minimum limits of liability and coverages:

(i) Required coverages:

a) Premises and operations;

b) Products and Completed Operations;

c) Contractual Liability, insuring the indemnity obligations assumed by contractor under the contract documents;

d) Broad Form Property Damage (including Completed Operations);

e) Explosion, Collapse and Underground Hazards, and

f) Personal Injury Liability.

(ii) Minimum limits of liability:

a) \$1,000,000.00 each occurrence (for bodily injury and property damage);

b) \$1,000,000.00 for Personal Injury Liability;

c) \$1,000,000.00 aggregate for Products and Completed Operations (which shall be maintained for a *ten* year period following final completion of the work);

d) \$2,000,000.00 general aggregate applying separately to the Leased Premises and Licensed Common Area, using ISO Form Amendment-Aggregate Limits of Insurance Per Project or a substitute form reasonably acceptable to Landlord.

C. Automobile Liability Insurance: Automobile liability insurance (bodily injury and property

damage liability) including coverage for owned, hired, and non-owned automobiles, with limits of liability of not less than \$1,000,000.00 combined single limit each accident for bodily injury and property damage combined. The general contractor shall require each of its subcontractors to include in their liability insurance policies coverage for automobile contractual liability. The automobile liability insurance policy shall be written on a form that provides coverage equal to or greater than that provided in ISO Form CA 0001 (endorsed, if necessary, to provide contractual liability coverage at least as broad as that provided in *[identification of year]* and later editions of CA 0001).

D. **Builder's Risk Insurance:** Builder's risk insurance in an amount sufficient to cover the replacement costs of the construction activities. Such policy shall provide, among other things, that the insured(s) specifically recognize.

E. **Umbrella Insurance:** The general contractor shall also carry umbrella liability insurance in the amount of \$2,000,000.00.

8.2.2. If the construction activity involves the use of another Owner's real property or property of Landlord not leased or licensed herein, then the Owner of such other property shall be an additional insured and such insurance shall provide that the insurance shall not be canceled, or reduced in amount or coverage below the requirements of this Section 8, without at least *sixty* days prior written notice to the additional insureds and each additional insured. The form of additional insured endorsement shall be at least as broad as ISO Form CG 2026. If such insurance is canceled or expires then the Tenant shall immediately stop all work on or use of the other Owner's property until either the required insurance is reinstated or replacement insurance obtained.

8.2.3. The general contractor shall supply Landlord with executed copies of the policies of insurance or evidence of insurance meeting the requirements of the most recent version of Acord Form No. 27 or such other evidence as may be reasonably acceptable to both Landlord.

8.2.4. Effective upon the commencement of construction on the Leased Premises and/or the Licensed Common Area and so long as any above or below Gas Station improvement exists, Tenant shall carry, or cause to be carried causes of loss — special form property insurance at least as broad as ISO Special Form Causes of Loss, CP 0030, in an amount not less than 100% of the full insurable replacement cost (excluding footings, foundations or excavations) of all improvements (including Common area improvements) on the Leased Premises.

8.3. Tenant shall cause to be carried causes of loss — special form property insurance at least as broad as ISO Special Form Causes of Loss, CP 0030, in an amount not less than 100% of the full insurable replacement cost (excluding footings, foundations or excavations) of all improvements, including Common Area improvements, and to Leased Premises in amounts at least sufficient to raze and demolish all improvements located on the Leased Premises. Any such insurance shall otherwise conform to the provisions with respect to insurance contained in this Section 8.

8.4. Tenant shall defend, indemnify and hold Landlord, and the other Owners of the Leased Premises and Licensed Common Areas, if any, and each of their invitees and permittees harmless for, from and against any and all damages, liabilities, losses, actions, claims, costs and expenses (including reasonable attorneys' fees and court costs on appeal) (i) in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in or upon the Leased Premises and/or Licensed Common Area, or occasioned wholly or in part by any solely negligent, grossly negligent or willful act or omission of the indemnified person or its invitees and permittees; (ii) occurring in the interior

of the Building making up the Leased Premises, unless caused by the solely negligent, grossly negligent or willful act or omission of the indemnified person or its invitees and permittees; (iii) in connection with the Lease; (iv) in connection with any act or omission of Tenant or its invitees or permittees. Any entry on or to the Leased Premises and/or the Licensed Common Area or by Tenant or its authorized representatives pursuant to the provisions of Section 13.2.5 shall be at the risk of Tenant. In the event the physical condition of the Leased Premises and Licensed Common Area was detrimentally damaged by such inspections or tests, then Tenant shall remedy such damage by returning the Leased Premises and/or the Licensed Common Area to substantially the same condition as existed prior to Tenant's entrance thereon. Tenant does hereby agree to and shall indemnify and hold harmless Landlord from any injury sustained by or caused by Tenant or its agents, employees, representatives or independent contractors in going upon the Leased Premises and the Licensed Common Area, and making such tests and investigations, except for any such injury that results solely from the negligence or willful misconduct of Landlord, its agents, employees, representatives or independent contractors. The provisions of the preceding sentence shall survive expiration or the earlier termination of this Lease.

8.5. Tenant acknowledges and agrees that the Landlord, and the other Owners of the Leased Premises and Licensed Common Areas, if any, shall have no responsibility or obligation whatsoever to provide any security or crime prevention services for the benefit of the Leased Premises and the Licensed Common Area, and Tenant hereby releases and agrees to hold harmless Landlord, and the other Owners of the Leased Premises and Licensed Common Areas, if any, from and against any and all liability or loss to the Tenant, its agents, employees, contractors, permittees, or invitees arising out of or in any way connected with any trespass, criminal activity, damage or injury to persons or property at the Leased Premises and the Licensed Common Area.

9. WAIVER OF SUBROGATION.

9.1. Tenant agrees not to assign to any insurance company any right or cause of action for damage to the property of Tenant located upon the Leased Premises the Licensed Common Area which Tenant now has or may subsequently acquire against Landlord during the term of this Lease, and expressly waives all rights of recovery for such damage.

9.2. It is specifically understood this Section 9, shall only apply (a) where such insurance as described in this Section 9, allows the insured to enter into an agreement waiving recovery rights, and (b) to the extent insurance proceeds are recovered.

10. TENANT'S TRADE FIXTURES.

All trade fixtures and apparatus, including the UST Installation (as distinguished from Intended Improvements) owned by Tenant and installed in the Premises the Licensed Common Area shall remain the property of Tenant and shall be removable at any time, including upon the expiration of the Term; provided Tenant shall not at such time be in default of any terms or covenants of this Lease, and provided further, that Tenant shall repair any damage to the Premises and the Licensed Common Area caused by the removal of said trade fixtures and apparatus and shall restore the Premises and the Licensed Common Area to substantially the same conditions as existed prior to the installation of said trade fixtures and apparatus.

11. INDEMNIFICATION.

Each party indemnifies and saves the other party harmless from any and all liability, damage, expense, causes of action, suits, claims or judgments, costs and attorney's fees incurred or arising from

injury to person or damage to property caused by the willful or negligent act of the respective party, its invitees and permittees, or the agents or employees of that party.

12. ASSIGNMENT AND SUBLETTING.

12.1. The terms of this Lease were offered solely to Tenant as an inducement to Tenant to lease the Premises and to license the Common Area. Landlord would not necessarily lease the Premises or license the Common Area to another tenant on these favorable terms, it being understood that Landlord is specifically relying on Tenant's financial strength that makes Landlord willing to grant the terms and conditions in this Lease. Tenant acknowledges that the Lease terms are for Tenant's benefit only so long as Tenant operates the use and business allowed by this Lease, and that Tenant is not entering into this Lease for any other purpose, such as the recognition of a leasehold value that Tenant could later sell, it being understood and agreed that any value upon the early termination of Tenant's occupancy of the Premises and License to use the Common Areas shall revert to Landlord, either by termination of this Lease or as a condition of assignment or subletting, as provided in this Section 12. But for the foregoing, Landlord would not enter into this Lease. Therefore, Tenant will not assign, hypothecate, or sublet, this Lease or any interest under it, or any right or privilege appurtenant to, the Leased Premises and Licensed Common Area, nor license concessions or lease departments therein, nor pledge or encumber by mortgage or other instruments its interest in this Lease (each individually and collectively sometimes referred to in this section as "transfer") without the prior written consent of Landlord as more fully described in Section 12.2. Nor shall Tenant permit the continued occupancy or use of any part of the Premises or Licensed Common Area by any other person without the prior written consent of Landlord. Landlord's consent to one assignment, hypothecation, subletting, occupancy or use shall not be construed as a consent to any subsequent assignment, hypothecation, subletting, occupancy or use.

12.2. Landlord's consent to a requested assignment, hypothecation, sublease, occupancy or use, shall be subject to Tenant's compliance with the following requirements, any one of which, if not met, may be grounds for Landlord to withhold its consent. Tenant shall provide Landlord with:

(i) Full information about the proposed transaction between Tenant and the assignee or subtenant, including without limitation all consideration for the transaction and sales volumes represented to have been generated at the Premises, as well as written notice described in Section 12.4, which includes the specifications set forth in Section 12.3;

(ii) Assurances that substantially the same class and quality of business, merchandise, services, and management, including, without limitation, similarity in nature, type, quality, and volume of merchandise sold or offered for sale, and prestige, reputation, and financial soundness of ownership and management, will be maintained by the proposed assignee or subtenant in accordance with the high standards contemplated by this Lease.

12.3. Landlord and Tenant hereby agree that the following are significant factors in determining the reasonableness of Tenant's request for Landlord's consent to a transfer:

(i) Financial strength of the proposed subtenant/assignee as such must be at least equal to that of Tenant;

(ii) Business reputation of the proposed *subtenant/assignee* must be in accordance with generally accepted commercial standards and at least as high as that of Tenant;

(iii) Use of the Premises by the proposed *assignee/subtenant* so that such use: (a) does not violate

any other agreements affecting the Premises and the Licensed Common Area; (b) is not inconsistent with the character and nature of other tenancies near the Premises and the Licensed Common Area; (c) does not intensify the use of the parking area in violation of other agreements affecting the Premises and the Licensed Common Area; (d) does not intensify the use of any and all common areas; and, (e) is not a use requested by proposed tenants with whom Landlord is negotiating at the time of the request for the assignment/sublet.

(iv) Managerial and operations skills of the proposed *assignee/subtenant* must be comparable to those of Tenant.

12.4. In the event Tenant should desire to assign this Lease or sublet the Premises or any part hereof, Tenant shall give Landlord written notice that shall specify, (a) the name and business of the proposed assignee or sublessee, (b) the proposed effective date and duration of the subletting or assignment, and (c) the proposed rental to be paid to Tenant by such sublessee or assignee. Landlord shall then have a period of *twenty one* days following receipt of such notice within which to notify Tenant in writing that Landlord elects to either (1) permit Tenant to assign or sublet such space and the terms and provisions relative thereto, or (2) withhold consent to Tenant's assignment or subleasing and to continue this Lease in full force and affect as to the entire Premises and Licensed Common Area.

12.5. If at any time after the execution of this Lease if more than fifty percent of the ownership interest of Tenant, or 50% of the voting or other interest therein, shall be transferred by sale, assignment, bequest, inheritance, operation of law or other disposition (including transfer to, or by, a receiver or trustee in bankruptcy) so as to result in a change in the present control of Tenant by the person or persons now having control of same, Tenant shall give Landlord notice of such event within seven days of the date of such transfer. If any such transfer is made (and regardless of whether Tenant has given notice of same), Landlord may elect to terminate this Lease at any time thereafter by giving Tenant notice of such election, in which event this Lease and the rights and obligations of the parties hereunder shall cease as of a date set forth in such notice. In the event of any such termination, all rent shall be adjusted as of the date of such termination except for any Minimum Rent and Additional Rent due Landlord by reason of Tenant's failure to perform any of its obligations hereunder

12.6. Acceptance of Consideration from Tenant and/or Transferee. The acceptance by Landlord of the payment of Rent following any assignment or other transfer prohibited by this Section 12 shall not be deemed to be a consent by Landlord to any such assignment or other transfer, nor shall the same be deemed to be a waiver of any right or remedy of Landlord hereunder. Furthermore, any and all amounts received by Tenant as a result of such prohibited assignment or other transfer shall be deemed the property of Landlord to the extent the same (determined on a square foot basis) is greater than the Minimum Rent payable under this Lease, it being the parties' intent that any profit resulting from a transfer without Landlord's consent shall belong to Landlord. However, receipt of such profit shall not be deemed a consent by Landlord to any such transfer or a waiver of any right or remedy of Landlord hereunder.

12.7. Tenant's Continuing Liability. Notwithstanding any assignment, hypothecation, sublet, occupancy or use to which Landlord has consented, Tenant shall not be relieved of any of Tenant's liability or obligations hereunder.

12.8. Transfer on Bankruptcy. Landlord and Tenant acknowledge that, notwithstanding Section 12 of this Lease, a trustee or debtor in possession under the Bankruptcy Code of the United States may have certain rights to assume or assign this Lease. Landlord and Tenant further acknowledge that in such event, Landlord is entitled under the Bankruptcy Code to adequate assurance of further performance of the terms

and provisions of this Lease. For purposes of any such assumption or assignment, the parties agree that the term “adequate assurance” shall mean that any assignee must meet all of the standards set forth in Section 12, of this Lease and further, that any proposed assignee of this Lease must assume and agree to be personally bound by the terms, provisions and covenants of this Lease.

12.9. Assumption. As a condition to its consent, Landlord shall require Tenant’s assignee(s) to assume in writing the obligations of Tenant under this Lease notwithstanding Tenant’s continuing obligations under, and liability for, the Lease. Landlord’s consent of any such aforementioned sublease or assignment as outlined in this Section 12. does not create contractual privity.

12.10. Successors. All the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto, provided that nothing in this Section 12. shall be deemed to permit any assignment, subletting, occupancy or use contrary to the provisions of this Section 12.

12.11. Voidable Assignment. ANY ASSIGNMENT, SUBLETTING, OCCUPANCY OR USE WITHOUT THE PRIOR WRITTEN CONSENT OF LANDLORD SHALL BE VOID AND SHALL CONSTITUTE A DEFAULT UNDER THIS LEASE. TENANT SPECIFICALLY UNDERSTANDS AND AGREES THAT AT ANY TIME TENANT IS IN DEFAULT UNDER THE PROVISIONS OF SECTION 12., TENANT SHALL HAVE NO RIGHT TO ASSIGN OR SUBLET TENANT’S INTEREST IN THIS LEASE AND LANDLORD SHALL HAVE NO OBLIGATION TO GIVE APPROVAL OR DISAPPROVAL UNDER THIS SECTION SHOULD TENANT ATTEMPT AN ASSIGNMENT OR SUBLETTING WHILE IN DEFAULT.

12.12. Tenant shall deliver to Landlord from time-to-time during the Term on the written request of Landlord a Tenant Estoppel Certificate in form and substance reasonably acceptable to Landlord.

12.13. Notwithstanding anything to the contrary contained in this Lease, in the event that Tenant desires to assign the Lease to an affiliate, Tenant shall remain liable for Tenant’s performance under the Lease and shall guarantee that performance under the terms and provisions of this Lease pursuant to a guarantee in form and substance acceptable to Landlord.

13. LANDLORD’S REPRESENTATIONS AND WARRANTIES.

13.1. Tenant agrees and acknowledges that the Leased Premises shall be leased and the Common Area shall be licensed in an “AS IS” “WHERE IS” CONDITION, WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, ACCURACY, RELIABILITY AND TIMELINESS.

13.2. Notwithstanding the provisions of Section 13.1, Landlord represents, warrants and covenants solely to Tenant and not Tenant’s successors or assigns the following:

13.2.1. Landlord has full right and power to execute and perform this Lease and to grant the estate demised in this Lease. Tenant, on payment of the Rent and performance of the covenants and agreements of this Lease, shall peaceably and quietly have, hold and enjoy the Leased Premises and all rights, appurtenances and privileges belonging or in anywise appertaining to the Leased Premises during the Lease Term without molestation or hindrance of any person.

13.2.2. Landlord has duly authorized the execution, delivery and performance of this Lease and

the transactions contemplated herein; all persons and entities with an interest in the Leased Premises have approved the execution and delivery of this Lease; the persons signing this Lease on behalf of Landlord have the authority to do so; and upon its execution and delivery, this Lease shall constitute the legal, valid and binding obligation of Landlord, enforceable against it in accordance with its terms.

13.2.3. Tenant, its agents, employees, representatives and independent contractors shall have access to the Leased Premises and Licensed Common Area at all times subsequent to the Effective Date of this Lease through *the date of termination*, and thereafter provided, however, that this lease has not been terminated under one of the terms herein.

13.2.4. Tenant has right to: (i) inspect the Leased Premises and Licensed Common Area; and (ii) to conduct all tests thereon, including, but not limited to, soil borings and hazardous waste studies, and to make such other examination with respect thereto as Tenant, its agents, employees, representatives or independent contractors may deem necessary or desirable.

13.2.5. From and after the date hereof and prior to the Commencement Date, Landlord will refrain from: (i) making any material changes on or about the Leased Premises, other than as required by this Lease; (ii) committing any waste or nuisance on the Leased Premises; (iii) conveying any leasehold interest in the Leased Premises; or (iv) conveying any security interest upon the improvements located within the Leased Premised.

13.2.6. Landlord agrees that it will observe all laws, ordinances, regulations, and restrictions affecting the Leased Premises and Licensed Common Area and their use.

13.2.7. Subsequent to the Effective Date, Landlord hereby agrees to cooperate and shall, without cost to Landlord, reasonably assist Tenant in all applications before all governmental and quasi-governmental bodies having jurisdiction thereof in obtaining all approvals necessary for the operation of a gas station and convenience store, provided that Tenant shall have timely delivered to Landlord satisfactory information, maps, plans and specifications supportive of Tenant's Approvals. All costs with respect to Tenant obtaining its Approvals are to be paid by Tenant, who shall indemnify and hold Landlord harmless therefrom. In this regard, Landlord hereby covenants and agrees to execute, join in, acknowledge and deliver and/or cause to be executed, joined, acknowledged and delivered all such documents and applications as may be reasonably requested by Tenant in order to obtain approvals necessary for the operation of a gas station and convenience store.

14. ENVIRONMENTAL COMPLIANCE.

14.1. For the purposes of this Lease, the term "Environmental Law" shall mean any federal, state, or local law, statute, ordinance or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the Leased Premises and Licensed Common Area, including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time-to-time ("CERCLA"), 42 U.S.C. Sections 9601, et seq., and the Resource Conservation and Recovery Act of 1976, as amended from time-to-time ("RCRA"), 42 U.S.C. Sections 6901, et seq.

14.2. For the purposes of this Lease, the term "Hazardous Substance" shall mean, without limitation: (a) those substances included within the definition of "hazardous substances", "hazardous materials", "toxic substances", or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801, et seq., and in the regulations promulgated pursuant to said laws; (b) those substances defined as "hazardous wastes" in any applicable state statute and in the

regulations promulgated pursuant to any such statute; (c) those substances listed in the United States Department of Transportation Table (49 C.F.R. 172.101, as amended) or by the United States Environmental Protection Agency (or any successor agency) as hazardous substances; (d) such other substances, materials and wastes which are or become regulated under applicable local, state, or federal law, or which are classified as hazardous or toxic under federal, state or local laws or regulations; and (e) any material, waste or substance which is (i) petroleum (ii) asbestos (iii) polychlorinated biphenyls (iv) designated as a "hazardous substance" pursuant to Section 311 of the Clean Air Act, 33 U.S.C. Section 1251, et seq., or listed pursuant to Section 307 of the Clean Air Act, (v) flammable explosive, or (vi) radioactive materials.

14.3. Tenant shall not use, generate, manufacture, produce, store, release, discharge or dispose of, on, under or about the Leased Premises and the Licensed Common Area, or transport to or from the Leased Premises and the Licensed Common Area, any Hazardous Substance, or allow any other person or entity to do so. Tenant shall keep and maintain the Leased Premises and the Licensed Common Area in compliance with and shall not cause or permit the Leased Premises to be in violation of any Environmental Law. Notwithstanding the foregoing, Tenant may use and store in reasonable amounts and in accordance with applicable laws such cleaning products, automotive products and other products as are normally used, sold or stored in gas stations from time-to-time, including, without limitation, chemicals and materials used in connection with photo processing.

14.4. Tenant shall each give Landlord prompt written notice of any of the following: (a) any proceeding or inquiry by any governmental authority with respect to the presence of any Hazardous Substance on the Leased Premises or the Licensed Common Area or the migration of such Hazardous Substance from or to other property; (b) all claims made or threatened by any third party against Tenant, Landlord or the Leased Premises or the Licensed Common Area relating to any loss or injury resulting from any Hazardous Substance; and (c) discovery of any occurrence or condition on any real property adjoining or in the vicinity of the Leased Premises or the Licensed Common Area that could cause the Leased Premises or the Licensed Common Area or any part of the Leased Premises or the Licensed Common Area to be subject to any restrictions on the ownership, occupancy, transferability or use of the Leased Premises or the Licensed Common Area under any Environmental Law or any regulation adopted in accordance with any Environmental Law.

14.5. Tenant shall protect, defend, indemnify and hold harmless Landlord, and the other Owners of the Leased Premises and Licensed Common Areas, if any, and their respective directors, officers, partners, employees, agents, successors and assigns, from and against any and all loss, penalties, fines, judgments, forfeitures, damage, cost, expense or liability (including attorneys' fees and costs) arising out of Tenant's failure to comply with the terms of Sections 3.3, 3.4, and 14, including, without limitation, (i) diminution in value of the *Jeff Brewer and Carmen Brewer* Parcel, the real property owned by the Owners, the Leased Premises, the Licensed Common Area, and the surrounding businesses and residential homes, (ii) damages for the loss or restriction on use of rentable or usable space or of any improvement on the of the *Jeff Brewer and Carmen Brewer* Parcel, the real property owned by the Owners, the Leased Premises, the Licensed Common Area, and the surrounding businesses and residential homes, (iii) sums paid in settlement of, payment of, or in order to comply with any claims, suits, actions, judgments, proceedings or investigations, (iv) reasonable consultants' fees, experts' fees and incidental costs incurred in connection with any of the above, and (v) reasonable costs of any investigation of site conditions or any cleanup, remediation, removal or restoration work required by any governmental or quasi-governmental authority with jurisdiction. In the event of a violation of any Environmental Law, Tenant shall promptly take all actions at its sole expense as are necessary to correct such violation to the satisfaction of Landlord.

14.6. Tenant shall protect, indemnify, defend and hold harmless Landlord, and the other Owners of the Leased Premises and Licensed Common Areas, if any, and their respective officers, employees, agents, successors, and assigns, from and against any and all loss, penalties, fines, judgments, forfeitures, damage, cost, expense or liability (including attorneys' fees and costs) arising from or caused in whole or in part, directly or indirectly (a) from any remediation of any Hazardous Substance performed by Tenant, Subtenant and any third party for or on behalf of Tenant and/or Subtenant, or any of their respective officers, employees, agents, successors and assigns, and/or (b) from Tenant's breach of any representations contained in Sections 3.3, 3.4 and 14. This indemnification shall survive the expiration or earlier termination of this Lease.

14.7. Upon prior reasonable notice, Landlord shall have the right to inspect the Intended Improvements, the UST Installation, the Landlord Financed Improvements and Tenant's operations on the Leased Premises and Licensed Common Area to ascertain Tenant's compliance with the provisions of this Lease at any reasonable time. Tenant shall also provide periodic certifications to Landlord, upon request, that Tenant is in compliance with the environmental restrictions contained in this Section of the Lease. Landlord shall have the right, but not the obligation, to enter into the Leased Premises and Licensed Common Area and perform any obligation of Tenant under this Lease of which Tenant is in default, including without limitation, any remediation necessary due to the environmental impact of Tenant's operations on the Leased Premises and Licensed Common Area, without waiving or reducing Tenant's liability for Tenant's default of this Section of this Lease

14.8. Without limiting the foregoing, Landlord shall have the right, at any time and from time-to-time, to cause testing wells to be installed on the Licensed Common Area and at Landlord's option, may cause the Gas Station water under the Leased Premises and Licensed Common Area to be tested for the presence of Hazardous Material. If the Tenant so requests in writing, Landlord shall supply the Tenant with copies of such test results. The testing described in this Section 14.8 shall be at the expense of the requesting person, unless the Tenant is obligated to indemnify Landlord against such costs pursuant to Sections 14.5 or 14.6 above. Notwithstanding the foregoing, this Section 14.8 is not intended to and does not limit or abridge Landlord's legal rights, if any, to recover these expenses from the Tenant.

14.9. All of the terms and provisions of Sections 3 and 14 of this Lease shall survive the expiration or termination of this Lease for any reason whatsoever.

15. CONDEMNATION.

15.1. If any portion or interest in the Leased Premises, Licensed Common Area or the Intended Improvements or the points of ingress and egress to the public roadways shall be taken by condemnation under any right of eminent domain or any transfer in lieu of any right of eminent domain and such taking shall result in the substantial interference with Tenant's use of any part of the Intended Improvements such that, in the reasonable opinion of Tenant the Intended Improvements after the taking will not be suitable for Tenant's operation of its existing business, Tenant shall elect in a written notice to Landlord delivered not later than *fourteen* days after receiving notice of the condemnation from the condemning authority to either:

15.1.1. Remain in possession with this Lease continuing as to the remaining portion of the Leased Premises or Licensed Common Area, but with the Rent under Section 4 reduced in the ratio which the remaining land area in the Leased Premises or Licensed Common Area bears to the total land area preceding such condemnation; or

15.1.2. Terminate this Lease as of the date of such condemnation by written notice to Landlord within thirty days after the date, even though Tenant may not have constructed any of the Intended Improvements.

15.2. In the event of any condemnation and whether or not Tenant elects to terminate this Lease, Tenant shall not be entitled to any awards or payments made in the condemnation proceedings.

16. RIGHT OF FIRST REFUSAL — PURCHASE.

16.1. Provided that Tenant shall not be in default of the Lease, if, at any time during the Term, Landlord agrees, in an otherwise binding written agreement with a bona fide third party (a "Proposed Purchaser"), other than a sale, transfer or assignment of Landlord's interest to a corporation, limited liability company, trust, or other entity owned in whole or in part by Landlord or to Landlord's spouse and/or other immediate family members, to sell all of the Leased Premises, Licensed Common Area, and the other property and businesses that make up Landlord's entire parcel to a Proposed Purchaser (a "Sale Agreement"), Landlord may consummate such sale with such Proposed Purchaser but only if Landlord has substantially complied with the terms and conditions set forth in this Section and Tenant has timely rejected its Right of First Refusal (as hereinafter defined) in respect to such sale.

16.2. Within seven business days after entering into a Sale Agreement, Landlord shall give a written notice to Tenant ("Sale Notice"). The Sale Notice shall specify (a) the name and address of the Proposed Purchaser, (b) describing all of the land making up Landlord's parcel and all businesses owned by Landlord subject of the Sale Agreement, (c) the purchase price and all other material terms and conditions of the Sale Agreement, and (d) the proposed date of closing of such sale, which shall not be less than thirty days after such Sale Notice is given. The Sale Notice shall be accompanied by a true, correct, and complete copy of the Sale Agreement.

16.3. The Sale Notice shall be deemed to be an offer to sell to Tenant all of Landlord's parcel that is the subject of the Sale Notice at a price equal to the price agreed to be paid by the Proposed Purchaser in the Sale Agreement. Provided that Tenant shall not be in default of the Lease, Tenant shall thereupon have the right and option for a period of five business days after the Sale Notice was given (a "Right of First Refusal") may purchase the property and businesses that are the subject of the Sale Notice provided Tenant agrees to the same terms that are provided in Proposed Purchase's Sale Agreement and also that prior to the expiration of five business days following Tenant being provided the Sale Notice, Tenant shall provide to Landlord a non-refundable \$50,000.00 deposit toward the purchase of the Property.

16.4. Provided that Tenant is not in default of this Lease and meets all conditions stated in Section 16 of the Lease, Tenant may exercise a Right of First Refusal only by giving written notice of acceptance to Landlord within ten business days after the Sale Notice was given based upon terms and conditions as negotiated between Landlord and Tenant in the Sale Notice LOI. If Tenant fails to exercise a Right of First Refusal within such required period, Tenant shall be deemed to have rejected the offer.

16.5. If Tenant exercises a Right of First Refusal and provided that Tenant shall not be in default of the Lease and Tenant has meet all conditions of Section 16 of this Lease, the closing of the purchase of the Property that is the subject of the Sale Notice shall take place not later than forty-five days after such Sale Notice is given unless Landlord agrees to some other date in writing.

16.6. If Tenant rejects a Right of First Refusal, whether by giving written notice to Landlord of such rejection or by failing to give written notice of acceptance to Landlord within the required time period or if Tenant fails to satisfy any other condition of Section 16, Landlord shall be free to sell the property

that is the subject of the Sale Notice to the Proposed Purchaser in accordance with the terms set forth in the Sale Notice and Sale Agreement.

17. GUARANTEE.

In consideration of the execution of this Lease by Landlord, and for other good and valuable consideration, receipt of which is hereby acknowledged, Rahim Budhwani the "Guarantor," as evidenced by Guarantor's signature hereto, does hereby guarantee and assume responsibility for the performance of all the obligations of Tenant hereunder. If Tenant shall at any time fail to pay rent of any kind or nature or perform any other covenants contained in this Lease, the Guarantor will pay to Landlord the rent or additional rent or any arrears thereof, and all other sums and damages that may arise in consequence of any such Default by Tenant hereunder. This guarantee shall be a continuing guarantee, and the liability of the Guarantor hereunder shall in no way be affected or diminished by reason of any extension of time that may be granted by Landlord to Tenant. Further, this guarantee may be enforced by Landlord without first resorting to or exhausting any remedies which Landlord may have against collateral securing the performance of Tenant's obligations under this Lease. Landlord shall not be required to institute or prosecute any proceedings against Tenant as a condition to payment under this guarantee or enforcement of this guarantee.

18. COMPLIANCE WITH LEASE.

Should either Landlord or Tenant fail to comply with any of the terms of this Lease, the party claiming non-compliance (the "Demanding Party") may, after *seven* days written notice to the other (the "Non-Complying Party"), comply with said terms (with no obligation to do so). The cost of such compliance shall be payable upon demand by the Non-Complying Party to the Demanding Party. This Section 18. Shall not apply to the payment of Rent by Tenant. Anything in this Lease to the contrary notwithstanding, Tenant agrees that it will look solely to the estate and property of Landlord in the Leased Premises for the collection of any judgment requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to the terms of this Lease; and no other assets of Landlord or any partner of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

Tenant shall diligently obtain all governmental and quasi-governmental final approvals (the "Approvals"), required to develop and construct a gas station and convenience store and signage on the Leased Premises and the Licensed Common Area, including, without limitation, zoning, special use permit and/or site plan approval, building permits, free standing signage, subject to Town of Indian Springs Village Sign Code, environmental use and other special use permits, and dedications and all other related approvals and permits, so that immediately Tenant shall be entitled to commence construction of the Intended Improvements, the Utilities and the UST Installation.

19. NOTICES.

19.1. Until Tenant is notified otherwise in writing, all notices and Rent shall be sent to Landlord, as follows:

To Landlord at: *3095 Cahaba Valley Road, Pelham, Alabama 35124*

19.2. Until Landlord is notified otherwise in writing, all notices shall be sent to Tenant, as follows:

To Tenant: *at the Leased Premises.*

19.3. Notices to each shall be by Certified U.S. Mail, FedEx or UPS delivery and shall be effective upon receipt or refusal to accept delivery.

20. RETURNED CHECKS.

If a Tenant's check for payment of any kind is returned for any reason, all future payments including late fees, attorney fees, Rent, and any other unpaid balances that are outstanding, must be made with certified funds.

21. CERTIFICATE.

21.1. Upon Landlord's written request, Tenant will certify in writing to all persons designated by Landlord:

21.1.1. That Landlord has performed all Landlord's obligations and is not in default under the Lease;

21.1.2. That the Lease is in full force and effect and has not been modified except as indicated;

21.1.3. That each person receiving such certification may rely upon such certification for all purposes; and

21.1.4. Such other factual information as is typically and reasonably requested in estoppel letters delivered in commercial transactions.

Upon Landlord's written request, Tenant shall deliver to Landlord from time-to-time during the Term of the Lease financial statements certified by Tenant and certified financial statements of Tenant's approved subtenants, if any.

22. REMEDIES CUMULATIVE.

No remedy in this Lease conferred upon or reserved to Landlord or Tenant shall exclude any other remedy in this Lease or by law, but each shall be cumulative and in addition to every other remedy given in this Lease or now or in the future existing at law or in equity or by statute.

23. DEFAULT.

23.1. Each of the following shall be deemed a default by Tenant and a breach of this Lease:

23.1.1. If the interest of Tenant under this Lease shall be levied upon under execution or other legal process, or if any petition shall be filed by or against Tenant to declare Tenant a debtor under the Federal Bankruptcy Code, for the reorganization or rehabilitation of Tenant or to delay, reduce or modify Tenant's debts or obligations, or if any petition shall be filed or other action taken to reorganize or modify Tenant's capital structure if Tenant is a corporation or other entity, or if Tenant is declared insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if a receiver or trustee is appointed for Tenant or Tenant's property, or if Tenant fails to take possession

of the Premises on the Commencement Date or thereafter fails to occupy and conduct its business on the Premises, then Landlord may treat the occurrence of any one or more of the foregoing events as a default under this Lease.

23.1.2. Failure to:

23.1.2.1. Pay Rent for a period of *five* days after written notice; or

23.1.2.2. Perform any other covenant or condition of this Lease.

23.2. In the event of a default under this Lease by Tenant, Landlord shall provide written notice of such default. Said notice shall be sent pursuant to the terms of Section 19. Landlord shall have all of the following remedies, in addition to all rights and remedies provided at law or in equity:

(a) Landlord may terminate this Lease and forthwith repossess the Leased Premises and terminate the License for use of Common Area and be entitled to recover as damages a sum of money equal to the total of (i) the cost of recovering the Leased Premises, including Landlord's attorneys' fees; (ii) the unpaid Minimum Rent and Additional Rent earned at the time of termination, plus interest thereon at the maximum rate allowed by law from the date due; (iii) the balance of the Rent for the remainder of the Term less the reasonable rental value if subleased under the terms of this Lease; (iv) damages for the wrongful withholding of the Leased Premises by Tenant; and (v) any other sum of money and damages owed by Tenant to Landlord.

(b) Landlord may retake possession of the Leased Premises and shall have the right, without being deemed to have accepted a surrender thereof and without terminating this Lease, to relet the same for the remainder of the Term provided for herein upon terms and conditions satisfactory to Landlord; and if the rent received through such reletting does not at least equal the Minimum Rent and Additional Rent provided for herein, Tenant shall pay and satisfy any deficiency between the amount of the Rent so provided for and that received through reletting; and, in addition, Tenant shall pay all reasonable expenses incurred in connection with any such reletting, including, but not limited to, the cost of renovating, altering and decorating for an occupant and leasing commissions paid to any real estate broker or agent and attorneys' fees incurred.

23.3. Late Charges. Tenant hereby acknowledges that the timely payment of Rent is of the essence and that late payment by Tenant to Landlord of Rent and other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges which may be imposed on Landlord by the terms of any mortgage or trust deed covering the Leased Premises. Accordingly, if any Rent or other sum due from Tenant shall not be received by Landlord or Landlord's designee within *five* business days after the said amount is due, Tenant shall pay to Landlord a late charge, equal to *fifteen percent* of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the cost Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount nor prevent Landlord from exercising any of the other rights and remedies granted hereunder.

24. CUMULATIVE REMEDIES.

24.1. Suit or suits for the recovery of the Rents and other amounts and damages set forth herein above may be brought by Landlord, from time-to-time, at Landlord's election and nothing herein shall be deemed to require Landlord to await the date on which this Lease or the Term hereof would have expired by limitation had there been no such default by Tenant, or no such termination, as the case may be. Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease, or hereafter existing at law or in equity, or by statute or otherwise, including but not limited to, suits for injunctive relief and specific performance. The exercise, or beginning of the exercise, by Landlord of any one or more of the rights or remedies provided for in this Lease or now, or hereafter existing at law or in equity, or by statute or otherwise, shall not preclude the simultaneous or later exercise by Landlord of any or all other rights or remedies provided for in this Lease or now, or hereafter existing at law or in equity, or by statute or otherwise. All such rights and remedies shall be considered cumulative and nonexclusive. All costs incurred by Landlord in connection with collecting any rent or other amounts and damages owing by Tenant pursuant to the provisions of this Lease, or to enforce any provision of this Lease, including reasonable attorneys' fees from the date such matter is turned over to any attorney, whether or not one or more actions are commenced by Landlord, shall also be recoverable as damages by Landlord from Tenant.

24.2. Right of Landlord to Perform. All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant, at Tenant's sole cost and expense, and without any abatement of Rent. If Tenant fails to pay any sums of money, other than Rent, required to be paid by it hereunder or fails to perform any other act on its part to be performed hereunder, and such failure continues for *five* business days after notice thereof by Landlord, Landlord may, without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's behalf. All sums so paid by Landlord and all necessary incidental costs together with interest at the rate of *fifteen percent* per annum from the date of such payment by Landlord shall be payable to Landlord on demand, as Additional Rent, and the Tenant hereby covenants to pay any such sums.

24.3. No Waiver. No failure by Landlord to insist upon the strict performance of any agreement, term, covenant or condition hereof, or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial Rent during the continuance of any such breach, shall constitute a waiver of any such breach or of such agreement, term, covenant or condition. No agreement, term, covenant or condition hereof to be performed or complied with by Tenant, and no breach thereof, shall be waived, altered or modified except by written instrument executed by Landlord. No waiver of any breach shall affect or alter this Lease, but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. Notwithstanding any termination of this Lease, the same shall continue in force and effect as to any provisions which require observance or performance by Landlord or Tenant subsequent to such termination.

24.4. Bankruptcy. Nothing contained in Section 23 shall limit or prejudice the right of Landlord to prove and obtain as liquidated damages in any bankruptcy, insolvency, receivership, reorganization or dissolution proceeding, an amount equal to the maximum allowed by any statute or rule of law governing such a proceeding and in effect at the time when such damages are to be proved, whether or not such amount be greater, equal to or less than the amounts recoverable, either as damages or rent, referred to in any of the preceding provisions of this paragraph.

25. PARAGRAPH HEADINGS.

The paragraph headings of this Lease are inserted only for reference and do not affect the terms

and provisions of this Lease.

26. RIGHTS OF SUCCESSORS.

26.1. Except as otherwise provided, all of the rights and obligations of the parties under this Lease shall bind and inure to the benefit of their respective heirs, personal representatives, successors and assigns.

27. INSEPCIONS.

Tenant acknowledges that prior to signing below Tenant made all inspections it deems relevant, including, without limitation, subsurface soil and Gas Station water conditions, availability of Utilities, detention and drainage, environmental, zoning conditions, title and survey matters (collectively, "Inspections").

28. BROKERAGE.

28.1. Landlord and Tenant covenant, warrant and represent one to the other that there was no broker instrumental in consummating this Lease, and that no conversation or prior negotiations were had by either party with any broker concerning the renting of the Leased Premises.

28.2. Each party agrees to protect, indemnify, save and hold harmless the other party against and from all liabilities, claims, losses, costs, damages and expenses (including reasonable attorneys' fees) arising out of or resulting from or in connection with a breach of the foregoing covenant, warranty and representation.

29. CONDITIONS PRECEDENT.

29.1. Unless waived in whole or in part in writing by Tenant, in Tenant's sole and absolute discretion, without regard for reasonableness, this Lease and Tenant's obligations hereunder are subject to and contingent upon each and all of the following (hereinafter sometimes collectively referred to as the "Conditions Precedent" and singularly as a "Condition Precedent"):

29.1.1. On or prior to the Commencement Date, Landlord shall have delivered to Tenant exclusive possession of the Leased Premises, free and clear of any and all rights of any and all other parties, subject only to exceptions previously approved by Tenant, with all items of personal property removed therefrom. In the event any such items of personal property are remaining at the Leased Premises as of the commencement of construction, title to such items shall automatically be deemed to be vested in Tenant free and clear of any right, title or interest of Landlord thereto, and Tenant shall be free to dispose of all such items of personal property in any manner as Tenant may deem fit, in its sole and absolute discretion, without regard for reasonableness.

29.1.2. There shall have been no material and adverse change to the Leased Premises subsequent to the Effective Date and prior to the Commencement Date.

In the event any of the Conditions Precedent have not been satisfied as and when required herein

or waived as provided herein, Tenant shall have the right to either (i) terminate this Lease, whereupon neither party hereto shall have any further rights or obligations hereunder, other than those that expressly survive termination of this Lease or (ii) waive the Condition Precedent in writing.

30. ENCUMBRANCES OF LEASEHOLD ESTATE.

Tenant may, at any time and from time-to-time during the term of this Lease, encumber to any persons or entities, herein called "Lender," by assignment of lease or other security instrument (herein "Assignment of Lease") all of Tenant's right, title and interest under this Lease and the leasehold estate hereby created in Tenant, for any purpose or purposes with the prior written consent of Landlord and subject to Section 12. No encumbrance incurred by Tenant shall constitute in any way a lien or encumbrance on the fee of the Leased Premises and the Licensed Common Area. As used in this Lease, the term "Lender" shall mean the institutional lender, including, without limitation, a Federal or state chartered bank, life insurance company, pension plan, REIT, savings and loan association or any other individual or any entity, which is now or in the future the holder and owner of the debt secured by an Assignment of Lease.

31. TENANT'S REPRESENTATIONS AND WARRANTIES.

Tenant represents, warrants and covenants to Landlord that the following are true: Tenant has full right and power to execute and perform this Lease. Tenant has duly authorized the execution, delivery and performance of this Lease and the transactions contemplated herein. The person(s) signing this Lease on behalf of Tenant have the authority to do so. Upon its execution and delivery, this Lease shall constitute the legal, valid and binding obligation of Tenant, enforceable against it in accordance with its terms.

32. VOLUNTARY SURRENDER.

The voluntary, or other, surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, but shall, at the option of Landlord, either (i) terminate all or any existing subleases or subtenancies, or (ii) operate as an assignment to Landlord of any or all such subleases or subtenancies.

33. DELIVERY OF PREMISES TO LANDLORD.

33.1. Immediately upon expiration or earlier termination of the Term, Tenant shall vacate and deliver to Landlord possession of the Premises and the Licensed Common Area, and except as provided in the next sentence, all fixtures and equipment, broom clean, in good condition and in substantially the same condition as they were in at the commencement of this Lease, or when installed, if later, normal wear and tear excepted. Prior to this delivery, Tenant shall remove all personal property and fixtures and equipment that Tenant has the right to remove or is obligated to remove under the provisions of this Section 33 and shall repair all damage caused and, perform all restoration necessary, as a result of the removal of any alterations or personal property.

33.2. Landlord may elect to retain or dispose of in any manner alterations or personal property that Tenant does not remove from the Premises and/or the Licensed Common Area on expiration or earlier termination of the Term as allowed or required by this Lease. Title to any alterations or personal property that Landlord elects to retain or dispose of shall vest in Landlord. Tenant waives all claims against

Landlord for additional consideration and/or damage or injury to Tenant resulting from Landlord's retention of any alteration or personal property and shall indemnify and hold Landlord harmless from liability for damages and all costs and expenses incurred by Landlord in defending claims to any alterations or personal property asserted by any other person. Tenant shall reimburse Landlord on demand for Landlord's costs of storing, removing, and disposing of any alterations or personal property.

34. FAILURE TO VACATE PREMISES.

If Tenant fails to vacate and deliver possession of the Premises on the expiration or earlier termination of the Term, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to so vacate and deliver possession of the Premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to vacate and deliver possession of the Premises and any Rental loss suffered by Landlord.

35. FREE OF LIENS/CLAIMS.

Tenant shall vacate and deliver possession of the Premises and Licensed Common Area free of all liens, charges, or encumbrances resulting from any act or omission on Tenant's part free and clear of all violations placed by any federal, state, municipal, or other agency or authority, and shall indemnify Landlord against any loss, expense, damage, costs, or attorney fees arising out of Tenant's failure to do so.

36. UST.

36.1. Not later than *thirty* days prior to the expiration or earlier termination of this Lease, Tenant shall promptly remove the UST Installation, test the subsurface and surface of the Leased Premises according to such tests as are then customarily used for such purposes, remediate the surface and subsurface soils and waters, if necessary, and provide a written report prepared by a certified soils engineer ("Environmental Report") that the surface and subsurface soils and waters of the Premises are not contaminated by any Hazardous Substance. In the event that the Environmental Report discloses the presence of any such Hazardous Substance in, on, or under the Premises, the Term of this Lease shall be extended for such time as the UST Installation shall have been removed and remediation of all Hazardous Substances has been attained, as certified in writing by the certified soils engineer and as approved by the State of Alabama and a No Further Action letter from the Alabama Department of Environmental Management has been obtained in form and substance reasonably acceptable to Landlord. During and at the expiration of the Gas Station Lease, following removal of the UST Installation, and receipt of the No Further Action letter, the Premises shall be free of all Hazardous Substances.

36.2. Tenant agrees to close and remove its underground fuel storage tanks and the related equipment in compliance with all applicable laws, rules, regulations, and ordinances of any governmental unit or subdivision having jurisdiction including but not limited to the Alabama Department of Environmental Management (ADEM). Tenant further agrees to test, remove and replace any contaminated soil or other material surrounding the tanks and the related equipment, and perform all other necessary remediation for the closure and removal of the underground fuel storage tanks in compliance with all applicable laws, rules, regulations, and ordinances. Tenant shall coordinate with all agencies and entities with authority over the closure and removal of the fuel tanks, and Tenant shall obtain all necessary approvals from said agencies and entities. Tenant shall backfill the pits left by removal of the tanks with compacted crushed stone equal to DOT "base stone."

36.3. In the event any agency or entity with authority requires monitoring of any portion of the leased premises as a result of the closure and removal of Tenant's underground fuel storage tanks, all monitoring shall be the sole responsibility of Tenant and all cost of monitoring shall be incurred by Tenant.

36.4. Landlord shall have the right to retain its own environmental consultant for oversight of the closure, removal, and remediation described in this Agreement. Tenant agrees to share with Landlord all environmental reports, data, and other information related to the tank closure, tank removal and remediation. Landlord agrees to share with Tenant all environmental reports, data, and other information related to the tank closure, tank removal and remediation that Landlord procures during the Lease.

36.5 Tenant shall promptly repair and restore any damage to the property caused by the closure, removal, and remediation of the underground fuel storage tanks and the surrounding areas. Tenant shall indemnify, defend and hold Landlord and its members, employees and agents harmless from all loss, cost, damage, claim, or liability, including but not limited to reasonable attorneys' fees, related to or arising from physical harm to the property or persons thereon caused by the closure, removal and the related remediation of the Tenant's UST. The provisions of this Agreement shall survive the termination of the Lease Agreement contemplated herein.

[Counterpart Signature Pages Follow]

IN WITNESS WHEREOF, Landlord and has executed this Lease as of the date set forth in the initial paragraph of this Lease.

LANDLORD:

Cape Group, LLC


ZorroSign 693D38EF4D

Witness

By: Jeff Brewer

As its: Manager

IN WITNESS WHEREOF, Tenant and has executed this Lease as of the date set forth in the initial paragraph of this Lease.

TENANT:

Encore Franchises, LLC


ZorroSign 693D38EE18

Witness

By: Rahim Budhwani

As its: CEO

IN WITNESS WHEREOF, Guarantor and has executed this Lease as of the date set forth in the initial paragraph of this Lease.

GUARANTOR:

Rahim Budhwani

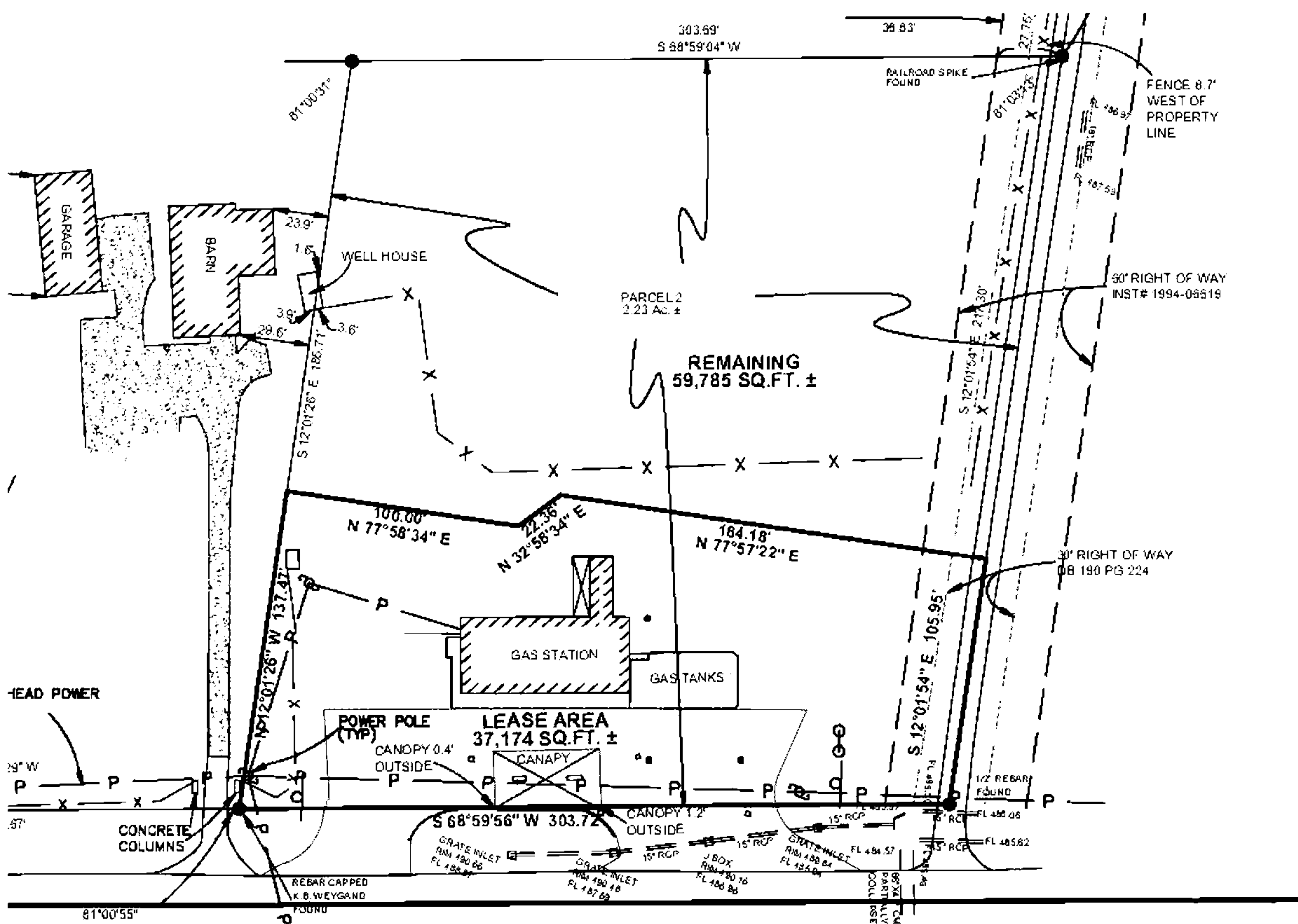

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Witness

EXHIBIT A

A parcel of land situated in the NE 1/4 of Section 28, Township 19 South, Range 2 West, Shelby County, Alabama being more particularly described as follows:

Commence at the at the NE corner of the NE 1/4 of the NE 1/4 of Section 28, Township 19 South, Range 2 West, Shelby County, Alabama; thence N87°49'48"W along the north line of said 1/4-1/4 section for a distance of 1,097.00 feet to a point; thence S11°07'22"E for a distance of 402.13 feet to a rebar capped K.B. Weygand; thence S12°04'08"E for a distance of 554.96 feet to a railroad spike; thence S 12°01'54" E a distance of 217.30 feet to the POINT OF BEGINNING; thence continue along the last described course a distance of 105.95 feet to a 1/2" rebar on the northerly right of way of Alabama Highway 119; thence S 68°59'56" W along said right of way a distance of 303.72 feet to a rebar capped KB Weygand; thence N 12°01'26" W leaving said right of way a distance of 137.47 feet to a point; thence N 77°58'34" E a distance of 100.00 feet to a point; thence N 32°58'34" E a distance of 22.36 feet to a point; thence N 77°57'22" E a distance of 184.18 feet to the POINT OF BEGINNING. Said parcel of land contains 37,174 square feet, more or less.



JB RB

EXHIBIT B

3125 Cahaba Valley Road - Rent Schedule

Initial Term	Yr 1	\$	3,500
	Yr 2	\$	4,500
	Yr 3	\$	5,500
	Yr 4	\$	5,500
	Yr 5	\$	5,500
	Yr 6	\$	5,500
	Yr 7	\$	5,500
	Yr 8	\$	5,500
	Yr 9	\$	5,500
	Yr 10	\$	5,500
Option #1	Yr 11	\$	6,050
	Yr 12	\$	6,050
	Yr 13	\$	6,050
	Yr 14	\$	6,050
	Yr 15	\$	6,050
Option #2	Yr 16	\$	6,655
	Yr 17	\$	6,655
	Yr 18	\$	6,655
	Yr 19	\$	6,655
	Yr 20	\$	6,655
Option #3	Yr 21	\$	7,320
	Yr 22	\$	7,320
	Yr 23	\$	7,320
	Yr 24	\$	7,320
	Yr 25	\$	7,320
Option #4	Yr 26	\$	8,052
	Yr 27	\$	8,052
	Yr 28	\$	8,052
	Yr 29	\$	8,052
	Yr 30	\$	8,052



JB RB

LEASE ADDENDUM NO. 1

This Addendum is made on May __, 2021, to the Lease Agreement (the "Lease"), dated February 4, 2021, by and between *Cape Group, LLC* an Alabama limited liability company ("Landlord"), and *Encore Franchises, LLC an Alabama* limited liability company ("Tenant") and Rahim Budhwani an individual resident of the State of Alabama ("Guarantor").

1. LOCATION OF THE LEASED PREMISES. In the Lease, the Leased Premises is described as a portion of 3125 Cahaba Valley Road, Pelham, Alabama 35124. This is the address for the Leased Premises provided by Shelby County Tax Records. However, Landlord, Tenant, and Guarantor acknowledge the Leased Premises is within the jurisdictional limits of the town of Indian Springs Village, Alabama.

2. LEASE REMAINS IN EFFECT. Except as hereby amended, the Lease shall remain in full force and effect as written. This Addendum contains the entire agreement of the Parties hereto and there are no oral agreements with respect to the subject matter thereof. This Addendum and the Lease may not be modified except by a written agreement executed by the Parties hereto. This Addendum may be executed in separate counterparts, each of which when so executed and delivered shall be deemed to be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. By signing below, the Parties attest to and confirm the terms and execution of the Lease.

The remainder of this page is intentionally left blank.

IN WITNESS WHEREOF, Landlord has executed this Addendum to the Lease as of the date set forth in the initial paragraph above.

LANDLORD:

Cape Group, LLC

J. Brewer
By: Jeffrey Brewer
As authorized member of Cape Group, LLC

STATE OF ALABAMA)
COUNTY OF Shelby)

I Stephanie Billings, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jeff Brewer, whose name as authorized member of Cape Group, LLC is signed to the foregoing Addendum to the Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as an authorized member of Cape Group, LLC, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal this 17 day of May 2021.

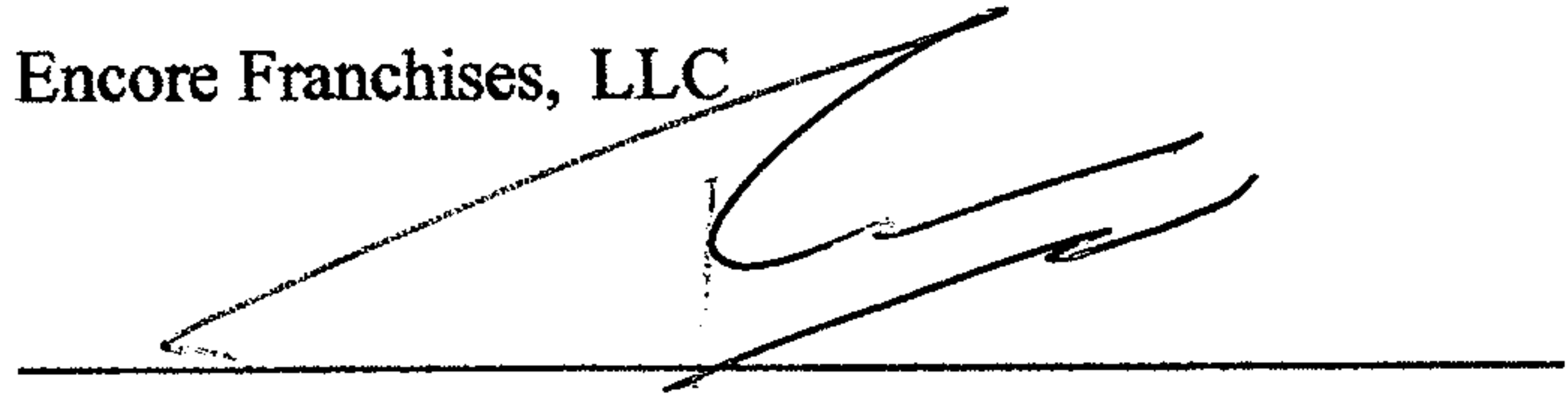
Stephanie Billings
Notary Public
My Commission Expires: 09/16/2024



IN WITNESS WHEREOF, Tenant has executed this Addendum to the Lease as of the date set forth in the initial paragraph above.

TENANT:

Encore Franchises, LLC



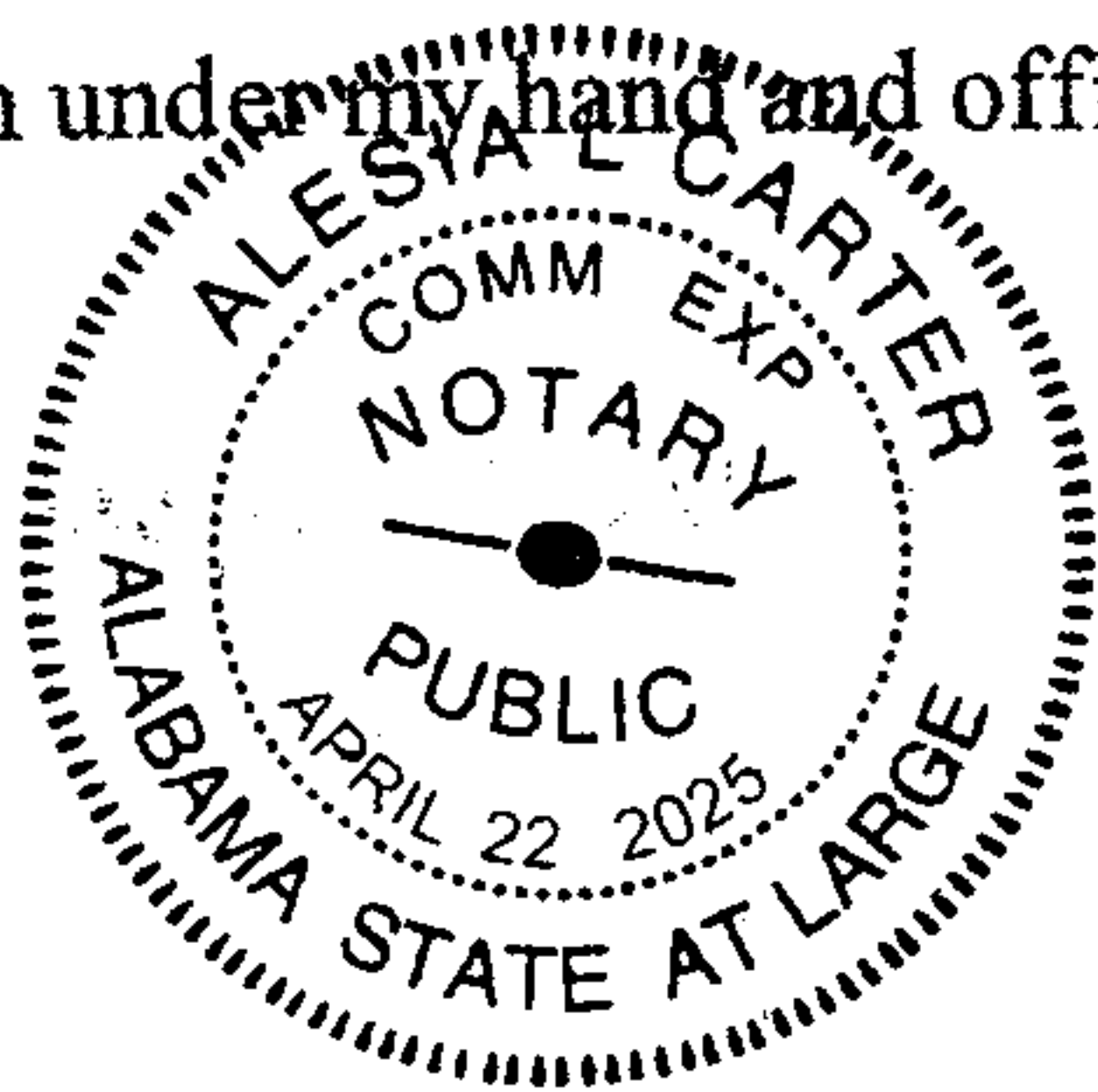
By: _____
As authorized member of Encore Franchises, LLC

STATE OF ALABAMA)

COUNTY OF Jefferson)

I Alesia Carter, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rahim Budhwani, whose name as authorized member of Encore Franchises, LLC is signed to the foregoing Addendum to the Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, he, in his capacity as an authorized member of Encore Franchises, LLC, executed the same voluntarily for and as the act of said company on the day the same bears date.

Given under my hand and official seal this 27th day of May 2021.



Alesia Carter
Notary Public My Commission Expires: 04/22/2025
My Commission Expires: _____

IN WITNESS WHEREOF, Guarantor has executed this Addendum to the Lease Agreement as of the date set forth in the initial paragraph above.

GUARANTOR:

Rahim Budhwani

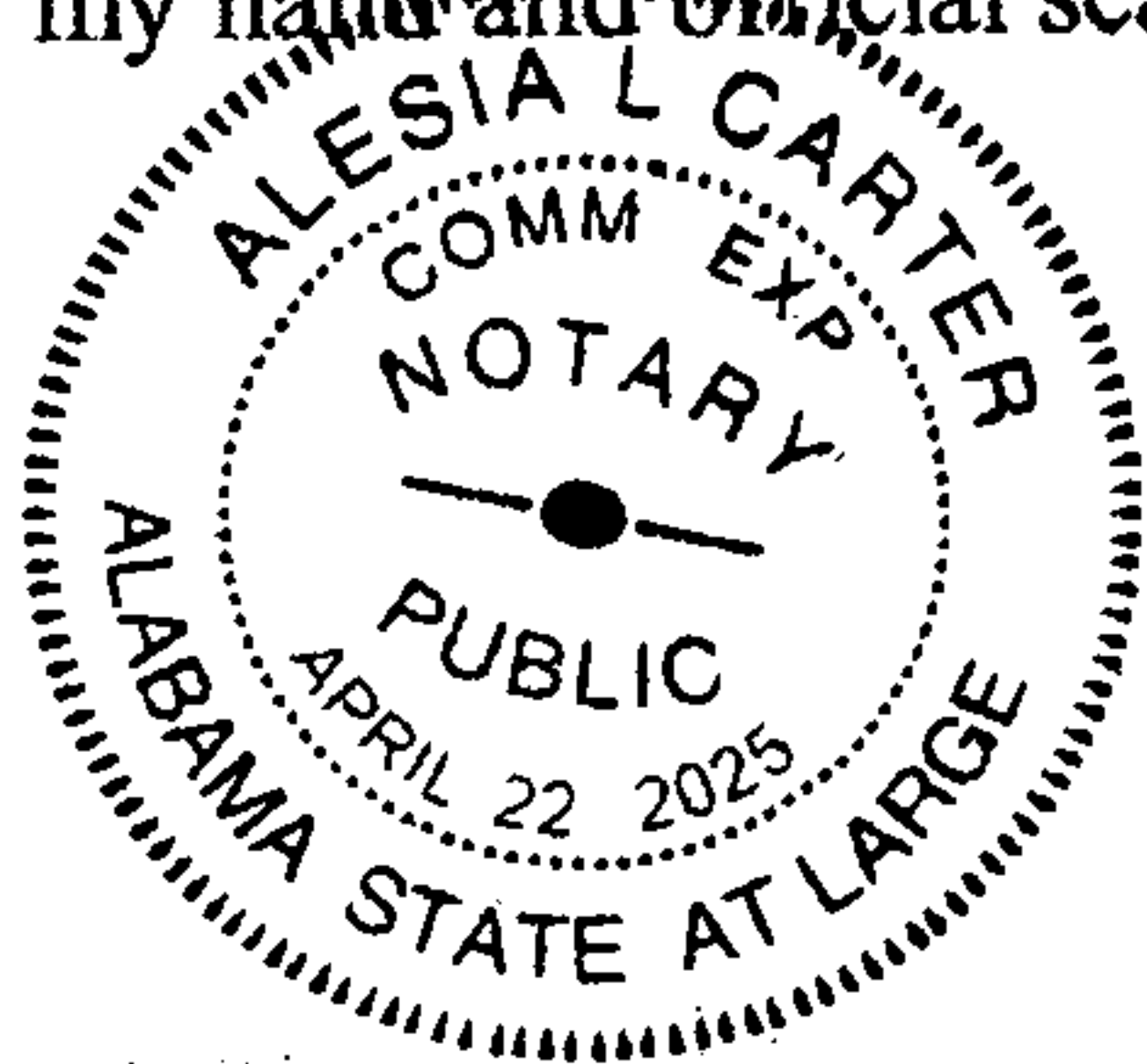


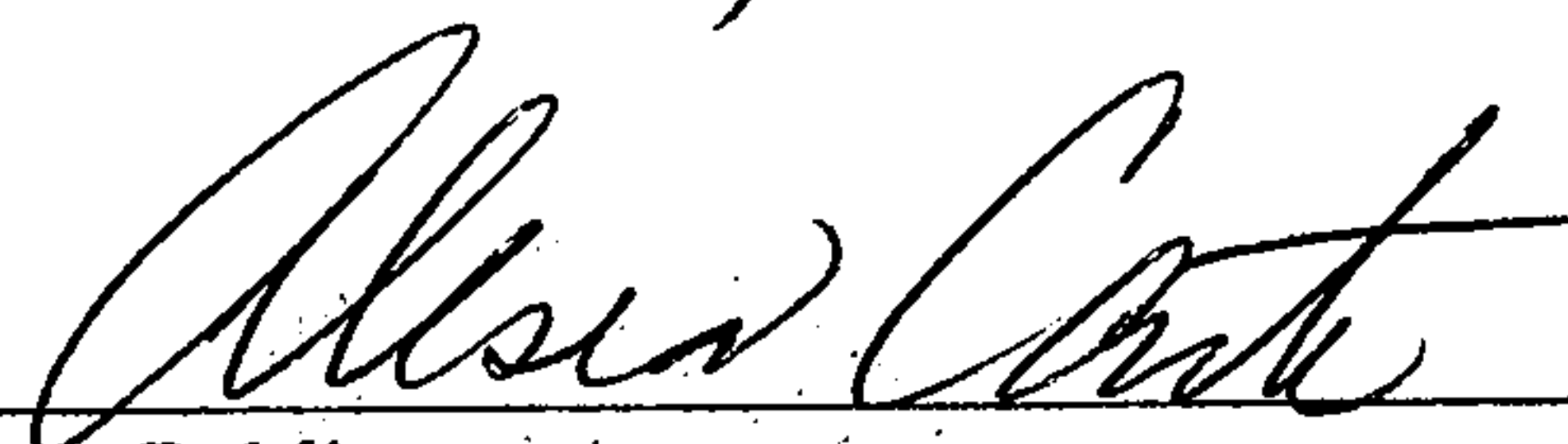
STATE OF ALABAMA)

COUNTY OF Jefferson)

I Alesia Carter, the undersigned, a Notary Public in and for said County in said State, hereby certify that Rahim Budhwani is signed to the foregoing Addendum to the Lease Agreement as Guarantor, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this the 27th day of May, 2021.





Notary Public

My Commission Expires: 04/22/2025



Alesia S. Bayl