



20220503000181020 1/5 \$35.00
Shelby Cnty Judge of Probate, AL
05/03/2022 01:02:22 PM FILED/CERT

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

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into as of this December 29, 2021 between **SRI SIDDHI LLC**, an Alabama limited liability company, **JEETENDRA AHUJA**, an individual resident of the State of Alabama, and **VIMAL AHUJA**, an individual resident of the State of Alabama, whose address is 2604 Summit Place, Birmingham, AL 35243, jointly and severally (collectively, "CUSTOMER") and **ALLSTAR PETROLEUM, INC.** ("SUPPLIER").

WITNESSETH

WHEREAS, on the 29th day of December, 2021, SUPPLIER and CUSTOMER entered into a Contract Supply Agreement ("Agreement") concerning the real property located at **5426 Highway 280, Harpersville, AL 35078** and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Premises"); and

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

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

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

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



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3. Supplier may amend, subordinate, terminate or otherwise modify unilaterally without consent of Customer.

29 IN WITNESS WHEREOF, the parties have executed this Memorandum under seal this the day of December 2021.

Signed, sealed and delivered in the presence of:

Heather Mexico
Unofficial Witness

"SUPPLIER"
ALLSTAR PETROLEUM, INC.

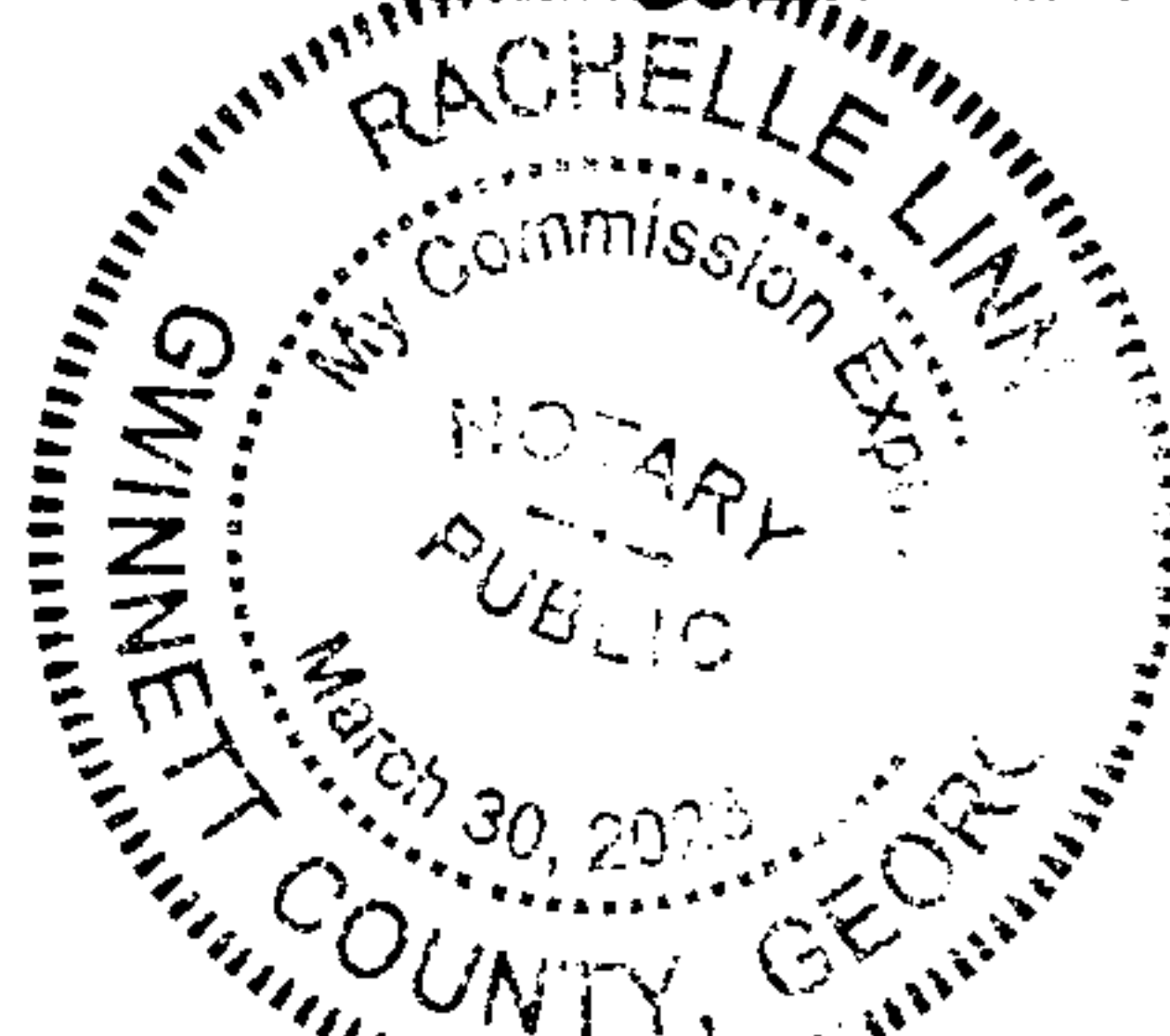
By: Scott A. Moon
Name: Scott A. Moon
Its: Secretary

STATE OF Georgia
COUNTY OF Gwinnett

ACKNOWLEDGMENT

The undersigned Notary Public for the State of Georgia does herewith certify that he/she saw the above named **Supplier**, who have properly identified themselves to the undersigned Notary Public, who did sign, execute and deliver the herein document for the uses and purposes set forth therein, freely and voluntarily on December 29, 2021.

(affix seal)



Rachelle Linn
Notary Public for Gwinnett County, GA
My commission expires: 3-30-23

Signed, sealed and delivered in the presence of:

Jeff Crull
Unofficial Witness

"CUSTOMER"
SRI SIDDHI LLC

By: Seetendra Ahuja
Name: Seetendra Ahuja
Its: Owner

STATE OF Alabama
COUNTY OF Marshall

ACKNOWLEDGMENT

The undersigned Notary Public for the State of Alabama does herewith certify that he/she saw the above named **Customer**, who have properly identified themselves to the undersigned Notary Public, who did sign, execute and deliver the herein document for the uses and purposes set forth therein, freely and voluntarily on December 29, 2021.

(affix seal)

Renae B. Pickett
Notary Public for Alabama
My commission expires: 8/17/2022

Signed, sealed and delivered in the presence of:

Jeff Creel
Unofficial Witness

Jeetendra Ahuja (Seal)
JEETENDRA AHUJA

STATE OF Alabama
COUNTY OF Marshall

ACKNOWLEDGMENT

The undersigned Notary Public for the State of Alabama does herewith certify that he/she saw the above named **Supplier, Dealer and Guarantor**, who have properly identified themselves to the undersigned Notary Public, who did sign, execute and deliver the herein document for the uses and purposes set forth therein, freely and voluntarily on December 29, 2021.

(affix seal)

Renee B. Prickett
Notary Public for Alabama
My commission expires: 8/17/2022

Signed, sealed and delivered in the presence of:

Jeff Creel
Unofficial Witness

Vimal Ahuja (Seal)
VIMAL AHUJA

STATE OF Alabama
COUNTY OF Marshall

ACKNOWLEDGMENT

The undersigned Notary Public for the State of Alabama does herewith certify that he/she saw the above named **Supplier, Dealer and Guarantor**, who have properly identified themselves to the undersigned Notary Public, who did sign, execute and deliver the herein document for the uses and purposes set forth therein, freely and voluntarily on December 29, 2021.

(affix seal)

Renee B. Prickett
Notary Public for Alabama
My commission expires: 8/17/2022

EXHIBIT "A"

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LEGAL DESCRIPTION

PARCEL I:

All that portion of the South $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 9, Township 20 South, Range 2 East, lying West of the right of way line of Alabama Highway No. 25 and North of the right of way line of Shelby County Highway No. 449.

LESS & EXCEPT: A parcel of land located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 9, Township 20 South, Range 2 East, Shelby County, Alabama; more particularly described as follows: From the Northeast corner of the SW $\frac{1}{4}$ of NW $\frac{1}{4}$ of Section 9, Township 20 South, Range 2 East, proceed West along the North boundary of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 378.06 feet to the point of beginning of herein described parcel of land; thence continue West along the North boundary of said SW $\frac{1}{4}$ of NW $\frac{1}{4}$ a distance of 263.15 feet to a point on the East boundary of a county paved road; thence turn an angle of 92 deg. 50 min. 49 sec. left and proceed South along the East boundary of said road a distance of 588.88 feet; thence turn an angle of 85 deg. 32 min. 22 sec. left and proceed East along the North boundary of said county paved road a distance of 230.16 feet; thence turn an angle of 91 deg. 14 min. 39 sec. left and proceed North a distance of 594.65 feet to the point of beginning of herein described parcel of land, being situated in Shelby County, Alabama.

PARCEL II:

Commence at the SE corner of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 28, Township 19

South, Range 2 East, Shelby County, Alabama, and run thence North $2^{\circ} 9'$ West 682.97 feet to the North right of way line of the Florida Short Route, also known as Highway # 91, for point of beginning; and from said point of beginning, run along the East line of said forty, $2^{\circ} 9'$ West 300 feet to an iron pin; thence North $77^{\circ} 14'$ West 112 feet to an iron pin; thence South $2^{\circ} 9'$ East 300 feet to the North right of way line of Highway #91, to an iron pin; thence along the North line of right of way of said Highway #91 South $77^{\circ} 14'$ East 112 feet to point of beginning.

Also, commencing at iron stake, a point on the north right-of-way of Highway 91, where the east 40 line of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 28, Township 19 South, Range 2 East, intersects same, North $2^{\circ} 50'$ West 300 feet to point of beginning; thence $74^{\circ} 40'$ left 105.0 feet; thence $74^{\circ} 40'$ right 210.0 feet; thence $105^{\circ} 20'$ right 105.0 feet; thence $74^{\circ} 40'$ right 210 feet to beginning point, containing one-half ($\frac{1}{2}$) acres, more or less, located in SE $\frac{1}{4}$ of SW $\frac{1}{4}$, Section 28, Township 19 South, Range 2 East, Shelby County, Alabama.

Also, commence at the SW corner of Section 28, Township 19 South, Range 2 East, and then run East along the South line of said Section a distance of 2,518.2 feet to a point; thence turn an angle to the left of $89^{\circ} 44' 41''$ and run a distance of 820.2 feet to a point on the North right of way line of U.S. Highway 280, said point being identified as "POINT A"; thence continue along last described course a distance of 274.5 feet to a point; thence turn an angle of $103^{\circ} 23' 09''$ to the right and run a distance of 25 feet to the point of beginning of the property herein conveyed; thence continue along last described course a distance of 87 feet to a point; thence run in a southwesterly direction a distance of 272 feet, more or less, to "POINT A"; thence run West along the right of way line of said Highway 280 a distance of 25 feet to a point; thence run in a Northeasterly direction a distance of 268 feet, more or less, to the point of beginning.



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LESS & EXCEPT any of the following described property which lies within the boundaries of the tracts described above as Parcel II: Commence at the SW corner of Section 28, Township 19 South, Range 2 East, and then run East along the South line of said section a distance of 2,518.2 feet to a point; thence turn an angle to the left of $89^{\circ} 44' 41''$ and run a distance of 820.2 feet to a point on the North right of way line of U.S. Highway 280; thence turn an angle of $71^{\circ} 27' 35''$ and run Northwesterly along said North right of way line a distance of 25 feet to the point of beginning of the property herein conveyed; thence continue along last described course and along said highway right of way a distance of 321 feet to a point; thence turn an angle of $46^{\circ} 53' 17''$ to the right and run a distance of 51.5 feet to a point; thence turn an angle of $14^{\circ} 33' 14''$ to the right and run a distance of 100 feet to a point; thence turn an angle of $90^{\circ} 71' 41''$ to the left and run a distance of 10 feet to a point; thence turn $100^{\circ} 59' 04''$ to the right and run a distance of 112.8 feet; thence turn an angle of $102^{\circ} 56' 09''$ to the right and run a distance of 387 feet to a point; thence turn in a southwesterly direction a distance of 268 feet, more or less, to the point of beginning.

Subject to easements, conditions, restrictions, and rights-of-way of record.