

After recording, return to:

Cary Oil Co.,  
110 MacKenan Dr., Ste. 300  
Cary, NC 27511  
Attention: Keli Jordan  
Phone: (919) 462-1100

Cross-Reference to:

Deed Book \_\_\_\_\_  
Page \_\_\_\_\_

### LANDLORD AGREEMENT

**THIS LANDLORD AGREEMENT** (this "Agreement") is made and effective the date last below signed (the "Effective Date"), by and between **CARY OIL CO., INC.**, a North Carolina corporation (together with its successors and assigns, "Seller"), with its principal place of business and address for notices hereunder at 110 MacKenan Drive, Cary, North Carolina 27511, and Miraj, Inc, an Alabama corporation, ("Landlord"), with an address for notices hereunder as set forth below its signature block ("Seller" and "Landlord", singularly, a "Party" and, collectively, the "Parties").

WHEREAS Landlord is the owner of that certain tract or parcel of land, with improvements thereon, located in Shelby County, Alabama, where there is a retail motor fuel outlet and convenience store, having an address of **4570 Hwy 25 E, Montevallo, AL 35115**, as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the "Premises"); and

WHEREAS, Seller has entered into, or will enter into, a supply agreement, the "Contract" with **PRIME STOP FOODS LLC**, an Alabama limited liability company, a tenant at the Premises ("Tenant"), for the delivery and sale of retail motor fuel and/or the installation of branding or other improvements to the Premises, and, as an inducement to Seller to supply and/or to make improvements to the Premises, which transactions will directly benefit Landlord and the Premises, Landlord has agreed to execute and deliver this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

Title to the Premises and Status of Lease. Landlord hereby represents to Seller that, as of the Effective Date, Landlord owns fee simple title to the Premises and Landlord shall not, without the prior written consent of Seller, transfer any ownership interest in the business at the Premises or in the real property at the Premises. As of the Effective Date, the Premises are currently operated by Tenant under a commercial lease agreement. In the event the Landlord enters into a subsequent commercial lease with Tenant, or any agreement pertaining to the possession, occupancy, or operations of the Premises with any other individual, entity, or company other than Tenant (a "Successor Tenant") (including any successor(s) in interest to the Tenant), of which Landlord has no ownership or control of the Successor Tenant, (together with all amendments, if any, the "Lease"), a copy of the Lease shall be provided to Seller by Landlord (which copy may redact the economic terms but in no case the Exclusive Supply Term as noted in Section 2(b) below), and shall contain provisions requiring the Tenant or Successor Tenant to assume and execute an assignment of the supply agreement containing the terms to, pay all assignment fees and deposits or retainers required, maintain all insurance contemplated under the supply agreement, and a cross default provision between the Lease and the supply agreement. The Lease shall set forth the entire agreement between Landlord and Tenant or Successor Tenant and will be in full force and effect in accordance with its terms. Landlord's failure to require the Tenant or Successor Tenant to comply with the terms of the supply agreement shall be no defense in the event of default under the supply agreement by the Tenant or Successor Tenant. Should any additional amendments to the Lease be executed, Landlord agrees to submit the amendment to Seller (which copy may redact the economic terms but in no case the Exclusive Supply Term as noted in Section 2(b) below), so that Seller may file a copy herewith. Landlord agrees to submit the amendment to Seller so that Seller may file a copy herewith. In the event



there is any default of this Section that is not cured within ten (10) days of notice, such default shall be a default under the Contract entitling the Seller to pursue all remedies that may be available under the Contract or law.

## 2. Covenants.

(a) Notice of Default and Right to Cure. Landlord represents to Seller that, as of the Effective Date, it knows of no event or condition, which, with or without the giving of notice, the passage of time or both, might constitute a default by Tenant or Payee under the Lease or be grounds for the cancellation or early termination of the Lease. Landlord agrees that, in the event of a default by Tenant or Payee under the Lease, Landlord will provide Seller (i) written notice of the default, whereupon Seller will have the right, but not the obligation, to cure default within ten (10) days after receipt of such notice; and (ii) written notice of the termination of the Lease together with the date of termination thereof (the foregoing being, collectively, the "Seller Notice and Cure Rights Covenant").

(b) Exclusive Supply Term. For the period of 12 months, commencing September 11, 2025 (the "Exclusive Supply Term") or until satisfactory completion of the terms and conditions of the Contract; provided, however, that in the event the Contract is terminated earlier by a mutual written agreement, Landlord hereby grants Seller the exclusive right to provide gasoline, diesel and other retail motor fuels for sale at the Premises, regardless of whether the Lease is terminated prior to the expiration of the Exclusive Supply Term or the Premises are subsequently relet, sublet or operated by a party other than Tenant or Payee (the "Exclusive Supply Term Covenant").

(c) Landlord Acknowledgement Ownership of and Rights to Seller Property. Landlord acknowledges and agrees that the equipment or other improvements installed now at the Premises by Seller, as described in Exhibit B attached hereto and incorporated herein by reference, or hereinafter installed by Seller at the Premises during the Exclusive Supply Term (collectively, the "Seller Property"), is the sole and exclusive property of Seller and will not be subject to Landlord's lien rights or be considered a fixture, and that Seller (or its agents or contractors) shall have the right, at its option, during the Exclusive Supply Term or within thirty (30) days after notice to Seller of the expiration thereof, to enter the Premises to remove the Seller Property, and remove, permanently paint over, cover-up and otherwise debrand the motor fuel trademarks, trade dress, service marks and color schemes from the building, canopy, dispensers and other equipment, and primary identification sign and other displays at the Premises, which in Seller's opinion would lead a person to believe that the brand products are being offered for sale at the Premises (the foregoing being, collectively, the "Seller Property Rights Covenant"). Additionally, Landlord will take affirmative steps to assure that Seller Property is not included in any lien placed upon the Property by any third party.

3. Covenants to Run with the Land. This Agreement is executed, and to be recorded in the office of the Clerk of the County in which the Premises lies, for the purpose of giving record notice of the existence of the Exclusive Supply Term and the rights, obligations, restrictions and liabilities conferred or undertaken by reason of (i) the Seller Notice and Cure Rights Covenant, (ii) the Exclusive Supply Term Covenant, and (iii) the Seller Property Rights Covenant (collectively, the "Covenants"). This Agreement and the Covenants shall inure to the benefit of, and may be enforced by an appropriate action at law or in equity by, Seller, its successors, legal representatives, executors, heirs, and assigns (collectively, the "Benefitted Parties"), and shall be binding upon Landlord, its successors, successors-in-title, legal representatives, executors, heirs, assigns and all parties now or hereafter claiming under or through Landlord or any of the foregoing Landlord parties, and the Covenants shall run with, and bind title to, the Premises for the Exclusive Supply Term and, with respect to the Seller Property Rights Covenant only, for an additional thirty (30) days after expiration of the Exclusive Supply Term. Provided, however, if applicable law will not permit a restrictive covenant against the land for the stated duration, then these Covenants shall last for as long as permitted by such law. Each and every Covenant contained herein shall be, for any and all purposes hereof, construed as separate and independent. **Notwithstanding the foregoing or any other term in this Agreement, Seller acknowledges and agrees that nothing contained herein shall impose any responsibility on Landlord for the payment for retail motor fuel products or otherwise for the performance of Tenant's or Payee's obligations under its agreement with Seller, other than to notify any successor tenant or payee of the existence of the Exclusive Supply term.**

4. Notices. Any notice to Seller due on the part of Landlord hereunder shall be given to Seller at the address for Seller set forth in the caption to this Agreement or as otherwise designated from time to time by Seller. Any notice to Landlord due on the part of Seller hereunder shall be given to Landlord at the address set forth below Landlord's signature block to this Agreement or as otherwise designated from time to time by Landlord. All notices hereunder shall be in writing and shall be either delivered by hand or be sent by nationally recognized commercial courier (e.g., FedEx, UPS, etc.) for next business day delivery. All notices, demands or requests delivered by hand shall be deemed given upon the date so delivered with those given by commercial courier as hereinabove provided deemed given one (1) business day after the date of deposit with the commercial courier for next business day delivery.

5. Miscellaneous. This Agreement constitutes the sole and entire agreement between the Parties hereto and supersedes all prior or written agreements, understandings, negotiations and promises. Neither this Agreement nor any provision hereof may be changed, waived, discharged, modified, or terminated orally, but only by an instrument in writing signed by the Party against whom enforcement of the change, waiver, discharge, modification, or termination is sought. This Agreement shall be construed and

interpreted under the laws of the State of North Carolina without resort to its conflict of laws provisions. Wherever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under such law, such provision is ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which, when taken together, shall constitute one and the same instrument.

*[Remainder of page left intentionally blank; signatures appear on the following page(s)]*





IN WITNESS WHEREOF, Landlord and Seller have executed this Agreement under seal as of the Effective Date.

**LANDLORD:**

Miraj, Inc, an Alabama corporation

By: \_\_\_\_\_  
(Signature)

Name: Salim Rajpari

Title: president

Landlord Notices Address:

Date of Signature: 09-03, 25

\_\_\_\_\_

Unofficial Witness

\_\_\_\_\_

Unofficial Witness

[SEAL OR CORPORATE SEAL, AS APPLICABLE]

Sully County, Alabama State

I certify that the following person (s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document in his/her capacity as Owner of Miraj Inc :

Salim Rajpari  
Name(s) of principal(s)

Date: 9-4-25

(Official Seal)

\_\_\_\_\_

Official Signature of Notary

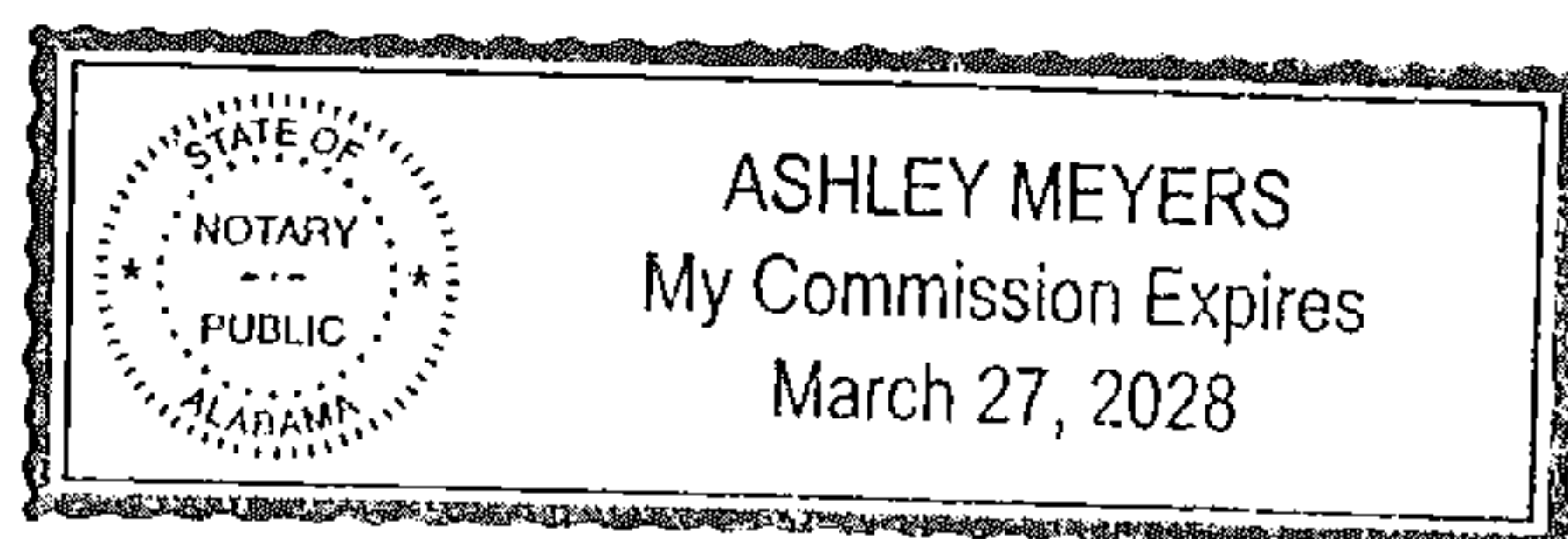
Ashley Meyers

Notary Public

Notary's printed or typed name

My commission expires: March 27, 2028

My Notary ID #: \_\_\_\_\_



\_\_\_\_\_

**SELLER:**

**CARY OIL CO., INC.,**  
a North Carolina corporation

By: *Sherri S. Williams*

Name: Sherri S. Williams

Title: Vice President Credit & Financial Services

Date of Signature: Sept 11, 2025

*Don Lee*

Unofficial Witness

*Kristy Knight*

Unofficial Witness

[CORPORATE SEAL]

Wake County, North Carolina

I certify that the following person (s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

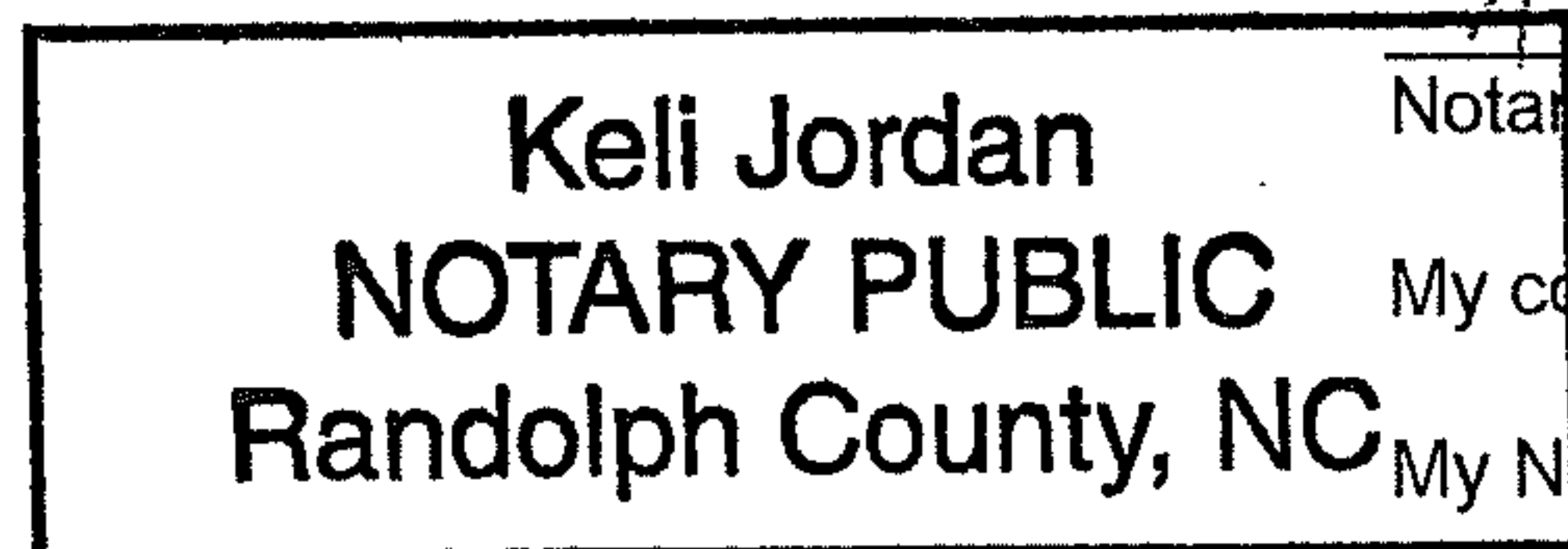
Sherri S. Williams  
Name(s) of principal(s)

Date: 9/11/2025

(Official Seal)

*Keli Jordan*  
Official Signature of Notary

Keli Jordan, Notary Public



Notary's printed or typed name

My commission expires: 9/16/2030

My Notary ID #: 199934001666

EXHIBIT A

(Legal Description of Premises)

A portion of the SW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 3, Township 24, Range 12 East, more particularly described as follows:

Beginning at a point on the Western boundary of said SW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  of Section 3, Township 24, Range 12 East, where it intersects the Southern boundary of the right of way of Montevallo and Calera Highway, and run Easterly along the Southern boundary of said Highway a distance of 300 feet, more or less, to a stake; run thence in a Southerly direction and parallel with the Western side of said SW  $\frac{1}{4}$  of NE  $\frac{1}{4}$  a distance of 200 feet; run thence in a Westerly direction and parallel with the South boundary of said Highway 300 feet, more or less, to the Western boundary of said SW  $\frac{1}{4}$  of NE  $\frac{1}{4}$ , 200 feet, more or less, to the point of beginning.

Situated in Shelby County, Alabama.

LESS AND EXCEPT land as described in deed recorded in Real Book 369, page 845, in the Probate Office of Shelby County, Alabama.





**EXHIBIT B**

(List of Seller Property as of the Effective Date of this Agreement)

**Purchaser's Responsibilities to Maintain Brand Standards**

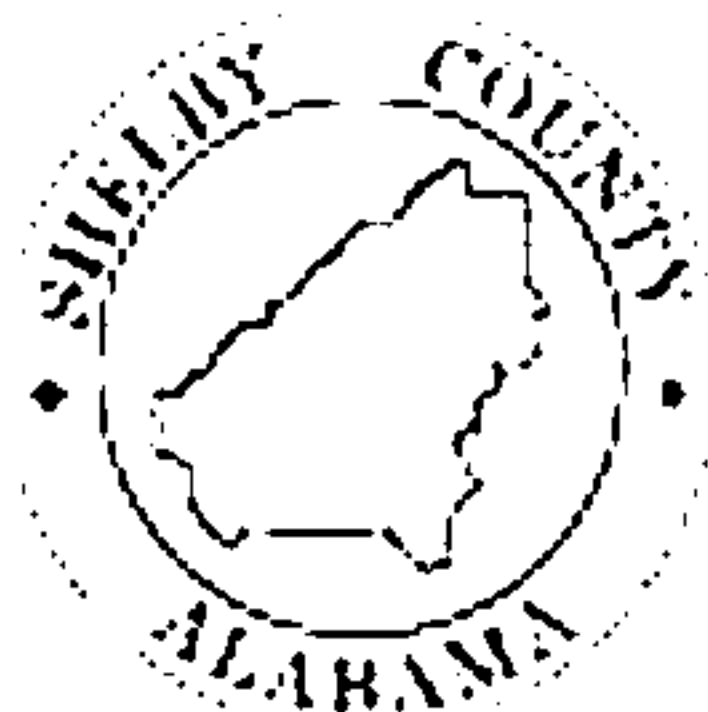
- ❖ Maintain Main ID Sign structure, lighting and fonts
- ❖ Maintain Canopy structure and lighting
- ❖ Maintain perimeter lighting
- ❖ All dispensers are functioning and are operational
- ❖ Credit Card acceptor at dispenser provides a receipt
- ❖ Maintain the cleanliness of your site elements (dispensers, driveway, canopy, landscaping, trash cans)
- ❖ Windshield washer supplies are stocked and are available
- ❖ Prominently display Brand credit card applications at the dispenser and sales counter
- ❖ Install forecourt Point of Purchase materials on promotion start date
- ❖ Customer service is attentive, courteous and presentable with brand uniform and name tag
- ❖ Restroom facilities are in good working order, clean and stocked with supplies
- ❖ C-Store is clean and in good repair inside and out
- ❖ Keep store windows and doors reasonably free of dirt, smudges, fingerprints, and excess signs and posters
- ❖ No Non-Oil Company Signs allowed on ID Sign, Canopy, Canopy Poles or Fuel Dispensers.

**Mystery Shops**

- ❖ All sites will be enrolled in Brand Mystery Shops.
- ❖ All sites will be invoiced for the cost of the Mystery Shops with the exception of those that score 100%.
- ❖ Any Mystery Shop incentives received by the Seller will be paid to the Purchaser on file for the site.

**Indemnification Addendum**

- ❖ Purchaser shall indemnify Seller from and against (i) all third party claims, suits, losses and/or damages arising out of the use of promotional items and marketing materials, including but not limited to spinner signs, banners, flags, which Purchaser may elect at its own volition and discretion to utilize to promote business for Purchaser's place of business; and (ii) the breach by Purchaser of any of its representations, warranties or agreements related to the marketing of Purchaser's business; and (iii) any Seller personnel that offer their assistance during any promotional event unless damages or claims are the result of willful negligence. Further, Seller shall be further protected by Purchaser's general liability insurance and any other pertinent insurance policies in the event any claims are asserted arising out of the use of promotional items and marketing materials provided to Purchaser by Seller.



Filed and Recorded  
 Official Public Records  
 Judge of Probate, Shelby County Alabama, County  
 Clerk  
 Shelby County, AL  
 09/16/2025 09:17:07 AM  
 \$40.00 JOANN  
 20250916000279580

*Allen S. Bayl*

*[Signature]*