

2016 LEASE AGREEMENT

BETWEEN

LANDLORD LLC

and

ABC FOOD MART LLC

THIS AGREEMENT (the "Lease", "Agreement", or "Lease Agreement") is made this 26th day of July, 2016, between **LANDLORD, LLC**, an Alabama Limited Liability Company having a mailing address of 1234 Long Drive, Suite 100, Any town, Alabama 35400 (the "Landlord"), and **ABC FOOD MART, LLC**, an Alabama limited liability company having a mailing address of 12345 Willow Drive Any Town, AL 35400 (the "Tenant").

WITNESSETH:

1. **Leased Premises.** Landlord hereby leases to Tenant the real property described in Exhibit "A," which is attached hereto and made a part hereof by reference as if written out herein, along with any improvements thereon, (the "Leased Premises"), and Tenant hereby leases same from Landlord.
2. **Term.** The term of the Lease (the "Term") shall be for five (5) years beginning on the ____ day of _____, 2016 ("Commencement Date") and ending on the ____ day of _____, 2021 ("Expiration Date"), unless terminated sooner by Landlord as hereinafter provided.
3. **Right to Sell.** Landlord shall have the right to sell any of the Leased Premises at any time during the term of this Lease without prior consent of Tenant. The sale shall be made subject to this Lease Agreement.
4. **Rent.** Tenant shall pay, without notice or demand therefor, to the Landlord (the "Rent") per month, as follows:
 - a. **Base Rent** - During the Term of this Lease for the first four (4) months Tenant shall pay to Landlord, as Base Rent, the amount of Seven Thousand Three Hundred and 00/100 Dollars (\$7,300.00). For the remainder of the Lease Term, the amount of Base Rent shall equal the amount of the Landlord's monthly note payment, such amount to be capped at fifteen (15) percent increase over \$7,300.00. Tenant shall make payment directly to the Landlord. Base Rent for the first month and the last month of the Term of this

Lease shall be due and payable by Tenant to Landlord upon execution of this Lease by the parties.

- b. Tenant shall pay to Landlord, as Additional Rent (including those sums described in other pertinent provisions of this Lease), all property taxes for the term of this Lease. In the event of an increase in property tax, Tenant shall pay said amount. Tenant shall be solely responsible and liable for any late fees or other charges incurred by Landlord due to Tenant's failure to pay timely all property taxes.
- c. Tenant shall pay to Landlord, also as Additional Rent (including those sums described in other pertinent provisions of this Lease), any and all insurance premiums due pursuant to this Lease.
- d. **Tenant shall pay to Landlord, as Additional Rent, .01¢ per gallon if gas sold for all gallons sold in excess of 60,000 per month, and .015¢ per gallon sold for all gallons sold in excess of 80,000 per month.**

- 4.1 Date of Payment. Base Rent shall be payable on the first (1st) day of each month. If said Base Rent is not paid in full by the first (1st) day of each month, a late payment fee of ten (10%) percent of the monthly Base Rent shall be due and payable. Additional Rent pursuant to Paragraph 4(b) shall be due in sufficient time that no tax assessment lien shall be placed on the Leased Premises. Additional Rent pursuant to Paragraph 4(c) shall be due in sufficient time that said insurance policies on the Leased Premises do not lapse. Additional Rent pursuant to Paragraph 4(d) shall be due no later than five (5) days after the end of each month. In the event that Tenant fails to make a timely payment pursuant to Paragraph 4, in addition to any remedy the Landlord has hereunder or in law or in equity, Landlord reserves the right to make the payment on behalf of the Tenant and Tenant shall be responsible for reimbursing Landlord for said payment, plus a penalty in the amount of 10% of the payment.
- 4.2 Prorations. If the Commencement Date is a date other than the first day of a month, or if the Expiration Date is a date other than the last day of a month, the rental installment for the month in which such date occurs will be prorated based on a thirty (30) day month.
- 4.3 Payment by Tenant. All rental payments shall be paid by **ABC FOOD MART, LLC** as provided herein.
- 4.4 Landlord Access To Tenant Sales Records. So that Landlord can verify the Additional Rent provisions of Paragraph 4(d), Landlord shall have complete access, on a reasonable basis, to the Tenant's books,

accounting records, sales receipts and documents and records of every type and description.

5. **Quiet Enjoyment and Good Title.** Landlord agrees that if Tenant pays Rent herein reserved and performs the obligations of Tenant hereunder, Tenant will peacefully hold the Leased Premises throughout the Lease Term. Landlord covenants with and warrants to Tenant that it owns good and fee simple title to the Leased Premises and that it will defend the title; thereto against all claims there against.
6. **Insurance.** Except as otherwise provided in this Paragraph, insurance policies meeting the following requirements shall be obtained and kept in force throughout the Lease Term (including any holdover):
 - a. Landlord shall carry all-risk property damage insurance, including fire, extended coverage, vandalism and malicious mischief on the building in an amount not less than full replacement cost, which policy shall at Landlord's option contain a provision for reimbursement of lost rents in the event of such casualty. Within fifteen (15) days of submission by Landlord to Tenant of an invoice evidencing the cost of Landlord of the aforesaid all-risk insurance coverage, Tenant shall pay the cost of such coverage.
 - b. Tenant shall carry comprehensive general liability insurance on an occurrence basis with a combined single limit of not less than Two Million and No/100 Dollars (\$2,000,000.00) per occurrence, and shall provide the following:
 - i. Such insurance is primary, without right of contribution from other insurance which may be in effect;
 - ii. Such insurance shall not be invalidated by the acts of omissions of other insureds;
 - iii. Contractual liability with deletion of the exclusion for operations within fifty (50) feet of railroad track and deletion of the exclusion of explosion, collapse, or underground hazard, if applicable;
 - iv. Premises, products/completed operations, and personal injury coverage;
 - v. Severability-of-interest clause;
 - vi. In the case of commercial general liability insurance, the policy must also provide for aggregate coverage at each

location and for reinstatement of the aggregate in the event the limits of the policy are exhausted;

- vii. The policy must cover liquor liability, in the event alcoholic beverages in any form are sold from the Leased Premises; and
 - viii. The policy must cover sudden and accidental pollution on a named-peril basis to address the use of the Leased Premises.
- c. Tenant shall carry business interruption insurance on the Leased Premises in an amount not less than the Base Rent for three (3) months.
 - d. Tenant shall carry, at its own expense, and pay all premiums for insurance to cover any and all casualty losses or damages to its personal property, trade fixtures, inventory, and merchandise located on the Leased Premises.
 - e. All required policies shall be underwritten by insurers who have a general policy holder's rating of not less than "A" and a financial rating of class "A" as stated in the most current available Best's Insurance Reports, who are licensed to do business in the State of Alabama, and who are authorized to issue the policies. The party required to carry insurance shall deliver to the other party certificates of insurance prior to the Commencement Date and renewal certificates not less than ten (10) days prior to the expiration of the previous policies. All policies carried by one party shall contain an undertaking by the insurers to notify the other party in writing not less than thirty (30) days prior to any material change, reduction in coverage, cancellation, or termination. All liability policies that cover multiple insured parties shall contain a provision stating that the policy shall apply to each insured in the same manner and to the same extent as if a separate policy had been issued to each, except with respect to limits of liability.
 - f. Landlord shall be named as an additional insured and loss payee under all insurance policies herein required. The Tenant's insurance policies shall be the primary policies and any insurance policy on the Leased Premises belonging to the Landlord shall be secondary.
7. **Indemnity.** Tenant will indemnify Landlord and save Landlord harmless from and against any and all claims, actions, loss, cost (including attorney's fees), damages, expenses, and liability (including statutory liability and liability under

workmen's compensation laws) in connection with loss of life, personal injury and/or damage to property arising from or growing out of:

- a. any occurrence in, upon or at the Leased Premises, or the occupancy or use by Tenant of the Leased Premises or any part thereof;
- b. any activities of Tenant on the Leased Premises which are occasioned wholly or in part by any act or omission of Tenant, Tenant's partners, agents, contractors, subcontractors, invitees, customers employees, servants, lessees or concessionaires, regardless of whether said act or omission is caused in part by Landlord; and/or
- c. any breach of this Agreement.

In case Landlord shall without fault on its part, be made a party to any litigation commenced by or against Tenant then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation. As used in this indemnification provision, the term Leased Premises shall include the entire sidewalk in front of the Leased Premises, extending to the outer edge of the sidewalk and shall include all loading areas used by Tenant or used for the benefit of Tenant's business.

8. **Assignment, Subletting, and Substitution.** Tenant may not assign or encumber this Lease or any interest herein or sublet the Leased Premises, in whole or in part, and may not allow any other person to occupy the Leased Premises, or any portion thereof, without the prior written consent of Landlord. Nothing herein shall prevent Landlord from assigning its rights and duties under the terms of this Lease.
9. **Casualty.** If the Leased Premises are damaged or completely destroyed by fire or other casualty, Landlord shall have the option to (a) terminate this Agreement and retain all insurance proceeds from any insurance policy required under this Lease Agreement, or (b) have the Lease continue in full force and effect, in which case Tenant shall be responsible for continuing to make Rent payments. In the event that Landlord chooses option (b), Landlord and Tenant mutually agree to use all reasonable efforts to rebuild any damaged improvement according to plans and specifications acceptable to Landlord.
10. **Entry.** Landlord and Landlord's agents, employees and contractors will have the right to enter the Leased Premises at all reasonable hours (or, in any emergency, at any hour), to inspect, clean, repair or alter the Leased Premises as Landlord may deem necessary and Tenant will not be entitled to any abatement or reduction of Rent by reason thereof.

11. **Holding Over.** If Tenant continues to occupy the Leased Premises after the expiration or termination of this Lease Agreement, such holding over will, unless otherwise agreed by Landlord in writing, constitute a month to month tenancy under and subject to all of the terms and provisions set forth in this Lease.
12. **Default.** The following shall constitute events of default:
 - a. failure to pay any Rent or other sums payable by Tenant hereunder when such sums become due.
 - b. failure to comply with, or any breach of, any term of this Lease;
 - c. Tenant's abandonment of the Leased Premises;
 - d. the filing by or against Tenant of any proceeding under the federal bankruptcy act or any similar law;
 - e. the adjudication of Tenant as bankrupt or insolvent in proceedings filed under the federal bankruptcy act or any similar law;
 - f. the making by Tenant of a transfer which is fraudulent as to Tenant's creditors or an assignment for the benefit of creditors;
 - g. the appointment of a receiver for Tenant or for any assets of Tenant;
 - h. the insolvency of Tenant, or Tenant's inability to pay its debts as they become due;
 - i. the failure of Tenant to operate the Leased Premises as a service station and a convenience store business for a period of thirty (30) or more consecutive days;
 - j. change in the current financial condition of Tenant which causes Landlord in Landlord's sole discretion to be concerned about Tenant's ability to pay rent when due;
 - k. the failure of the Tenant to adhere to the Brand Indemnification and Minimum Standards listed in Exhibit C; or
 - l. the default of the Tenant under any other Lease or contractual agreement it has with the Landlord.

In the event that Tenant is in default under this Agreement, all payments due under this Agreement shall become immediately due and payable (to the extent they are determinable) and without regard as to whether possession of the Leased Premises has been surrendered to, or taken by, the Landlord. All

improvements and additions to the Leased Premises shall adhere to the Leased Premises and become the sole property of the Landlord, with the exception of such additions as are usually classified as furniture and trade fixtures.

13. **Remedies.** On the occurrence of any event of default and after providing notice, Landlord may, at its option, do any one or more of the following without any further notice or demand, in addition to and not in limitation of any other remedy permitted by law, in equity, or by this Lease:
 - 13.1 **Termination.** Landlord may terminate this Lease, in which event Tenant will immediately surrender the Leased Premises to Landlord, but if Tenant fails to do so, Landlord may without notice and without prejudice to any other remedy Landlord might have, enter and take possession of the Leased Premises and remove Tenant and Tenant's property therefrom.
 - 13.2 **Reletting.** Landlord may enter and take possession of the Leased Premises without terminating this Lease and Landlord may change the locks on the doors to the Leased Premises to exclude Tenant therefrom. Thereafter, Landlord may relet the Leased Premises as the agent of Tenant and receive the rent therefor, in which event Tenant will pay to Landlord, on demand, the reasonable cost of renovating, repairing and altering the Leased Premises and any deficiency that might arise by reason of such reletting. Any action committed by Landlord pursuant to this paragraph shall in no way cause or result in any abatement of Rent or any other charge payable by Tenant under this Lease.
 - 13.3 **Option to Perform.** Landlord may perform or cause to be performed, but is under no obligation to perform, the obligations of Tenant under this Lease and may enter the Leased Premises to accomplish such purpose. Tenant agrees to reimburse Landlord on demand for any expense or cost, including reasonable attorneys' fees, which Landlord might or does incur in effecting compliance with this Lease on behalf of Tenant. Landlord shall not be liable or responsible for any loss, inconvenience, annoyance or damage resulting to Tenant or any one holding under Tenant for any action taken by Landlord pursuant to this Paragraph 13.3.
 - 13.4 **Legal Proceeding.** Landlord may institute a legal proceeding against Tenant and seek any contractual, monetary, and/or equitable remedy available to it.
14. **Attorney Fees.** If Landlord brings any action pursuant to or under this Lease, or if Landlord consults or places this Lease with an attorney for the enforcement of any of Landlord's rights hereunder, the Tenant agrees in each such case to pay the reasonable attorney's fees and expenses, including court costs, if any, incurred by the Landlord in maintaining said lawsuit.

15. **Reservation of Rights.** The rights granted to Landlord and Tenant in this Lease are cumulative of every other right or remedy which Landlord or Tenant might otherwise have at law or in equity and the exercise of one or more rights or remedies will not prejudice the concurrent or subsequent exercise of other rights or remedies.
16. **Tenant Bankruptcy.** In the event any act of bankruptcy (as set forth in items (d), (e), (f), (g) or (h) of Paragraph 12) shall occur, the parties agree that this Lease shall be automatically terminated and Tenant shall have no right or interest in or to the Leased Premises. Notwithstanding the foregoing, Tenant shall not be relieved of its responsibility for paying all amounts due under the Lease Agreement in the event of bankruptcy and immediate termination of this Agreement.
17. **Landlord Nonwaiver of Remedies.** No action by Landlord during the Lease term will be deemed an acceptance of an attempted surrender of the Leased Premises and no agreement to accept a surrender of the Leased Premises will be valid unless made in writing and signed by Landlord. No re-entry or taking possession of the Leased Premises by Landlord will be construed as an election by Landlord to terminate this Lease, unless a written notice of termination is given to Tenant. Notwithstanding any such reletting, re-entry or taking possession, Landlord may at any time thereafter elect to terminate this Lease for a previous default. Landlord's acceptance of Rent following the occurrence of an event of default will not be construed as Landlord's waiver of such event of default. No waiver by Landlord or any default by Tenant will be deemed to constitute a waiver of any other or future default hereunder. Forbearance by Landlord to enforce one or more of the remedies herein provided will not be deemed to constitute a waiver of any default. No provision of this Lease will be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord.
18. **Subordination.** This Lease and all rights of Tenant hereunder will, at the sole option of Landlord, be subject and subordinate to all encumbrances. Tenant agrees to execute and deliver to Landlord from time to time within thirty (30) days after written request by Landlord all instruments which might be required by holder to confirm such subordination. Any holder shall also have the right at any time to subordinate any rights of such holder to the rights of Tenant under this Lease on such terms and subject to such conditions as such holder deems appropriate in such holder's absolute discretion.
19. **Certificates.** Tenant agrees to execute and deliver from time to time within thirty (30) days after written request by Landlord a certificate, to the extent true or except as otherwise set forth in the certificate, certifying that: Tenant has entered into occupancy of the Leased Premises and is presently open and conducting Tenant's business with the public in the Leased Premises; the amount of Rent payable by Tenant under this Lease; this Lease is in full force and effect and has not been assigned, modified, supplemented or amended; neither Landlord nor

Tenant is in default under this Lease; this Lease represents the entire agreement between Landlord and Tenant pertaining to the Leased Premises; the date on which the Lease Term expires as specified at Paragraph 2 of this Lease; all conditions under this Lease to be performed by Landlord have been satisfied; no Rent has been paid more than thirty (30) days in advance of its due date (except as provided in Paragraph 4(a)); no defense or offset currently exists or is claimed by Tenant against Landlord or against enforcement of this Lease by Landlord; the address for notices to be sent to Tenant is as set forth in such certificate; and, such other certifications which might reasonably be required by Landlord. The certificate will also contain an agreement by Tenant with holder that after the date of such certificate, Tenant will not: pay any Rent more than thirty (30) days in advance of its due date; surrender or consent to the modification, amendment or termination of this Lease by Landlord; or, seek to terminate this Lease by reason of any default by Landlord until Tenant has given thirty (30) days prior written notice of such default to holder and such default shall not have been cured within a reasonable time after giving such notice.

20. **Miscellaneous.** Landlord and Tenant further agree as follows:

- 20.1 **Brokerage.** Tenant represents to Landlord and Landlord represents to Tenant that neither have employed or used the services of a real estate broker or agent in connection with this Lease or the Leased Premises. It is agreed that if any claims for commissions are ever made against either the Landlord or the Tenant in connection with the Lease, all such claims shall be handled and paid by the party whose actions form the basis of such claims, and such party shall indemnify and hold harmless the other from and against any and all such claims or demands with respect to any commissions asserted by any person, firm or corporation in connection with this Lease.
- 20.2 **Recording.** Landlord and Tenant agree that this Lease will not be recorded, but that a memorandum hereof will be executed and delivered upon execution of this Lease, which memorandum may be recorded in the county wherein this Lease is performed within the State of Alabama, at Tenant's expense in accordance with Section 35-4-6 of the Code of Alabama, 1975, as amended.
- 20.3 **Notices.** Any notice to be given hereunder will be deemed to be given five (5) days after being deposited with the United States Postal Service, certified or registered mail, return receipt requested, with sufficient postage prepaid, addressed as indicated on page 1 hereof, or on the day of its personal delivery to the address of the respective party set forth on page 1 of this Lease; and, if telecopied or delivered by overnight courier, such notice will be deemed to be given on the business day immediately following the day on which it was telecopied or deposited with the courier if telecopied to the correct telephone number or delivered to the correct address of the recipient. Either party may at any time designate any other

telecopier number or address for notices by giving written notice of such new number or address to the other party.

- 20.4 Entire Agreement. The parties agree that there are no representations, understandings, stipulations, agreements or promises pertaining to this Lease or the Leased Premises which are not incorporated herein. This Lease will not be altered, waived, amended or extended, except by a written agreement signed by Landlord and Tenant.
- 20.5 Cleanliness. Tenant shall maintain a level of cleanliness to satisfaction of Landlord in addition to other Standards required to be maintained by the terms of this Lease.
- 20.6 Courtesy. Tenant shall ensure that Tenant's personnel are friendly and courteous to customers visiting the premises.
- 20.7 Signage. Landlord may post a sign in the window of the premises with Landlord's telephone number requesting call back with complaints.
- 20.8 Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under any present or future law, or is rendered illegal or, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Lease will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such illegal, invalid or unenforceable provision as is possible which will be legal, valid and enforceable.
- 20.9 Binding Effect. The provisions of this Lease will be binding on and inure to the benefit of Landlord and Tenant and their respective heirs, personal representatives, attorneys-in-fact, successors and assigns.
- 20.10 Governing Law. This Lease will be construed and enforced according to the internal laws of the State of Alabama. All claims, disputes and other matters in question arising out of or relating to this Lease, or the breach hereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction in the State of Alabama.
- 20.11 Time. Time is of the essence in the performance of Landlord's and Tenant's respective obligations hereunder.
- 20.12 Supercession. Upon execution, this Lease Agreement shall replace, cancel and supercede any other leases for the Leased Premises.
- 20.13 Financial Statement. Tenant shall provide a financial statement to Landlord annually.

20.14 Personal Guaranty. Tenant shall cause **JOHN DOE** to execute a Personal Guaranty in the form set out in Exhibit "D" attached hereto and made a part hereof, in order to induce Landlord to enter into this Agreement.

20.15 Taxes and Assessments. Tenant shall reimburse Landlord for all real estate taxes, water rents and charges, drainage assessments, sanitary and storm water sewer charges and assessments, assessments and special assessments for public improvements and other governmental levies and charges, general and special, ordinary and extraordinary, foreseen and unforeseen of any nature whatsoever which are assessed, levied, or imposed upon the Leased Premises, or any part thereof, or which otherwise become payable or may become a lien against the Leased Premises during the term hereof, save and except any penalties or interest which may be assessed against the Leased Premises because of late payment by Landlord. Tenant shall make reimbursement within ten (10) days of Landlord giving notice of Tenant of the need to make reimbursement to Landlord of such real estate taxes, which notice shall be accompanied by a copy of the tax bill assessed and paid by Landlord and a receipt for payment therefore. In the event all or a portion of the Leased Premises shall for tax purposes be a part of any other tax parcel, the share of such tax bill reimbursable by Tenant shall be the same percentage of such tax bill that the value of the portion of the Leased Premises assessed in such bill bears to the total value of the tax parcel assessed. If at any time during the Lease Term other methods of taxation prevailing on the date hereof shall be altered so that in lieu of, or as an addition to or as a substitute for, the whole or any part of such real estate taxes, assessments and special assessments now imposed on real estate, there shall be levied, assessed or imposed (a) a tax, assessment, levy imposition, license fee or charge wholly or partially as a capital levy, or (b) any other such additional or substitute tax, assessment, levy, imposition or charge, then all such taxes, assessments, levies, impositions, fees or charges or the part thereof so measured or based shall be deemed to be included within the term "real estate taxes" for purposes hereof.

Tenant shall pay when due all taxes levied or assessed against Tenant's personal property located, used, kept, or stored in or upon the Leased Premises.

All of Tenant's obligations under this paragraph shall be prorated monthly until such time as Lease expires or is terminated.

20.16 Interior and Exterior Maintenance. Tenant agrees that the cost of maintaining the interior and exterior of said Leased Premises, including all parking lot landscapes, fixtures, equipment and improvements thereon, shall be the sole cost of Tenant. Landlord shall have the right, but not the

obligation, to pay any or all of such maintenance costs. In the event Tenant shall fail to pay such costs in a timely manner, Landlord may pay the costs and submit an invoice to Tenant for payment in full. In the event Tenant does not pay said invoice within fifteen (15) days, Tenant shall be deemed to be in default unless otherwise agreed in writing. Landlord shall not be responsible for any maintenance or repair of the Leased Premises, or anything situated or located on the Leased Premises.

20.17 Authority to Enter into Agreements. Tenant represents and warrants to Landlord that Tenant has the full and proper authority to sign this Lease Agreement (and all other documents or instruments necessary to effectuate the terms of this Lease Agreement).

IN WITNESS WHEREOF, this Lease has been executed and delivered under the hands and seals of the duly authorized officers of the parties as of the date first above written.

LANDLORD:

LANDLORD, LLC

ADAM FULLER, Manager

TENANT:

ABC FOOD MART, LLC

By: JOHN DOE
As Its Manager

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that ADAM FULLER., whose name as manager of **LANDLORD, LLC**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such agreement, he, as such member and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal on this the _____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires:

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that **JOHN DOE**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the _____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires:

Lease by and between

LANDLORD, LLC

And

ABC FOOD MART, LLC

Dated: _____

EXHIBIT A

LEGAL DESCRIPTION

Lot 1, James Madison Park, Phase Six, according to a plat thereof as recorded in Map Book 79, Page 21 of the records in the Office of the Judge of Probate, Baldwin County, Alabama.

Lease by and between

LANDLORD, LLC

and

ABC FOOD MART, LLC

Dated: _____

EXHIBIT B

MEMORANDUM OF LEASE

On the _____ day of _____, 2016, a lease was entered into by and between **LANDLORD, LLC** ["Landlord"] and **ABC FOOD MART, LLC**, ["Tenant"]. This memorandum of that lease is presented for recording:

1. Name of Landlord in lease : **LANDLORD, LLC**
2. Name of Tenant therein: **ABC FOOD MART, LLC**
3. Addresses set forth in lease as addresses of Landlord and Tenant:

Landlord: 1234 Long Drive, Suite 100
Any town, Alabama 35400

Tenant: 123456 Hamilton Road
Any Town, Alabama 35440
4. Date of lease: _____
5. Term of lease: 5-year Lease
6. Description of Leased Premises as set forth in lease.

Lot 1, James Madison Park, Phase Six, according to a plat thereof as recorded in Map Book 79, Page 21 of the records in the Office of the Judge of Probate, Baldwin County, Alabama.

Executed on the _____ day of _____, 2016.

Landlord:

LANDLORD, LLC

Adam Fuller, Manager

Tenant:

ABC FOOD MART, LLC

By: John Doe
As Its Manager

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County and State, do hereby certify that ADAM FULLER, whose name as Manager of **LANDLORD, LLC** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he as such member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal on this the _____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires:

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that John Doe, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the _____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires:

Lease by and between

LANDLORD, LLC

and

ABC FOOD MART, LLC

Dated: _____

EXHIBIT C

BRAND IDENTIFICATION AND MINIMUM STANDARDS

BRAND IDENTIFICATION AND MINIMUM STANDARDS. Tenant acknowledges that the Identifications represent to the motoring public the manufacture and sale of quality Products. Tenant shall undertake no action of any kind that may harm or degrade the Identifications. Tenant further acknowledges that uniform standards of quality and appearance must be maintained at all stations displaying the Identifications in order to properly market and sell the Products, preserve and promote the reputation of Landlord and achieve public acceptance of the Products. Accordingly, Tenant shall comply with all standards of operation and appearance established from time to time by Landlord, including, without limitation, the following minimum obligations; provided, however, the means and manner of performance are within the sole discretion of Tenant:

(a) Tenant shall diligently and efficiently merchandise and promote the Products at Tenant's Station.

(b) Tenant acknowledges receipt of, or has been informed of brand standards required in *order* to sell the Product including image, operations, appearance, and cleanliness standards ("Brand Standards"). At all times during the term of this Agreement, Tenant shall maintain Tenant's Station in accordance with the Brand Standards, as may be amended by Landlord from time to time. Tenant will be provided notice of any amendment to the Brand Standards.

(c) Tenant shall personally and actively manage the business at Tenant's Station to assure good faith compliance with this Agreement.

(d) Tenant shall conduct Tenant's operations at Tenant's Station in a professional and business-like manner and provide prompt, courteous, and efficient service to the public.

(e) Tenant shall maintain adequate and competent personnel who are able to

converse in English with Landlord, Tenant's customers, government officials, and other persons, considering both the volume and nature of the business activity at Tenant's Station.

(f) Tenant and Tenant's employees shall wear neat, clean uniforms, and proper name tags.

(g) Tenant shall not commit or permit any fraudulent or illegal act or activity at Tenant's Station or in connection with Tenant's performance under this Agreement.

(h) Tenant shall maintain Tenant's Station in a clean, sanitary, and safe condition and maintain all property and equipment in good operating condition and repair. Tenant shall keep the driveways, sidewalks, and other landscaped areas in a neat and orderly appearance free from weeds, debris, snow, ice, and rubbish. Tenant shall keep the restrooms cleaned and stocked with necessary supplies and available during operating hours.

(i) Tenant shall not use Tenant's Station for any unlawful, offensive, hazardous, unsightly, or other objectionable purpose, including, but not limited to, the sale or display of materials with dominant themes of sex, nudity, prurient interest or pornography. Tenant shall not display or offer for sale merchandise or paraphernalia that is morally offensive or distasteful to the general public.

(j) Tenant shall keep Tenant's Station clear of vehicles, other mobile equipment, and obstructions that restrict traffic flow, endanger the safety of any person, or detract from appearance.

(k) Tenant shall operate and maintain Tenant's Station in a secure manner so that criminal activity is adequately deterred from occurring at Tenant's Station and all persons at Tenant's Station are adequately protected from injury, harm, or loss.

(1) Tenant shall participate and contribute as required, to any Designated Brand promotions within the local region and/or specific site promotions at Tenant's expense.

Landlord:

LANDLORD, LLC

ADAM FULLER, Manager

Tenant:

John Doe

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said County and State, do hereby certify that Adam Fuller, whose name as Manager of **LANDLORD, LLC** is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such instrument, he as such member and with full authority, executed the same voluntarily for and as the act of said company.

Given under my hand and official seal on this the _____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires:

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that **John Doe**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the _____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires:

Lease by and between

LANDLORD, LLC

and

John Doe

Dated: _____

EXHIBIT D

PERSONAL GUARANTY

JOHN DOE, as the undersigned guarantor does hereby agree and bind himself to be liable for, and does hereby promise to pay, any and all indebtedness and liability of every kind and character, which the said Tenant may now or hereafter from time to time owe the said Landlord, evidenced by the following Lease Agreement:

LANDLORD, LLC (herein "Landlord") and **ABC FOOD MART, LLC**
(herein "Tenant"), duly signed and dated _____,
2016;

Should Tenant fail to pay any of said obligations or liabilities, or in the event of any default of the Lease Agreement by Tenant and failure to cure said default as provided in the Lease Agreement, then, at the option of the said Landlord, all such obligations and liabilities shall immediately become due and payable by the undersigned guarantor without the need of Landlord to attempt to first collect from Tenant. The object, purpose and intent of this instrument is to make the undersigned liable to said Landlord for all of the indebtedness and liabilities above-mentioned in all respects as if he were the original maker of said obligations. This instrument shall be construed as an absolute and continuing guaranty and indemnity, and there shall be no duty or obligation resting on said lessor to proceed against said Tenant for the collection of the indebtedness hereinabove mentioned, before proceeding against the guarantor.

The undersigned guarantor does hereby severally waive demand, prevent, protest, notice of protest and non-payment, suit, and all other requirements necessary to hold me and do hereby waive all right of exemption allowed the undersigned under the constitution and laws of the State of Alabama, or any other state, so far as the obligations and liabilities hereinabove referred to are concerned. The undersigned guarantor does also hereby waive notice of the acceptance of this guaranty. This agreement shall not in any way be impaired or affected by the extension of time for payment or the renewal of any of the obligations or indebtedness hereinabove referred to.

The provisions hereof shall be binding not only on the undersigned guarantor, but also on his respective heirs, executors, administrators, successors and assigns. The one Landlord wherever herein used shall include also said landlords, successors and assigns.

Signed and sealed by John Doe this ____ day of _____, 2016.

JOHN DOE

STATE OF ALABAMA

COUNTY OF BALDWIN

I, the undersigned authority, a Notary Public, in and for said State and County, hereby certify that **JOHN DOE**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of such agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal on this the ____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires:
