LEASE AGREEMENT

THIS LEASE entered into this 25th of May2022 (the "Effective Date") by and between **Helee Four Inc., an Indiana corporation** (hereinafter referred to as **"Landlord"**) and **Dhanlaxmi Food Mart Inc., an Indiana corporation** (hereinafter referred to as **"Tenant"**).

WITNESSETH THAT Landlord and Tenant, in consideration their mutual undertakings and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agree as follows: Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the following described premises and appurtenances thereto situated in City of Bedford, County of Lawrence, State of Indiana, the same commonly known as **1911 US Hwy 50 E., Bedford, Indiana 47421** (hereinafter referred to as the "Leased Premises"), including fixtures, the Fuel Delivery System (USTs, dispensers, monitoring equipment, and associated piping and venting), point-of-sale system, shelving and displays, Air/Vac machines, office furniture and equipment, *but excluding* the two-bedroom apartment attached to the building, all under the following terms and conditions:

1. <u>MODIFIED NET LEASE</u>. Landlord and Tenant acknowledge and agree that both parties intend that this Lease shall be and constitute a modified net lease such that Tenant shall be obligated hereunder to pay all costs and expenses incurred with respect to, and associated with, the Leased Premises and the business operated thereon and therein except for the real property taxes assessed on the building and improvements, which cost shall be paid by Landlord. Business personal property taxes, utility charges, insurance costs, maintenance costs and repair, replacement and restoration expenses (all as more particularly herein provided) together with any and all other assessments, charges, costs and expenses of any kind or nature whatsoever related to, or associated with, the Leased Premises and the business operated thereon and therein shall be the obligation of Tenant; provided, however, that Landlord shall nonetheless be obligated to pay any debt service on any mortgage encumbering Landlord's fee simple interest in the Leased Premises in addition to the real property taxes.

2. <u>TERM OF LEASE; RENEWAL TERMS</u>: The term of this Lease shall begin May 25, 2022 (the "Commencement Date") and continuing thereafter for a period of fifteen (15) years, expiring midnight, May 24, 2037 (the "Lease Term" or the "Term"). If Tenant is not in default of its obligations under this Lease at the expiration of the Lease Term, Tenant shall have the option to extend the Lease Term for an additional five (5) years (the "Optional Term") upon the same terms and conditions, except for the Base Rent, subject to the following: (a) Tenant shall notify Landlord in writing of its exercise of the option to extend the Lease Term at least one hundred twenty (120) days prior to the expiration of the initial Lease Term. Unless timely written notice of the exercise of the option is delivered to Landlord, there shall be no extension of the Lease Term; (b) if the Lease is terminated for any reason prior to the expiration of the initial Lease Term, Tenant's right to extend the Lease Term shall be canceled upon such termination. There shall be optional extensions of the Lease Term after the initial 5-year Optional Term.

3. <u>BASE RENT</u>: The base monthly rent for the Leased Premises for the first ten (10) years of the Lease Term shall be Four Thousand Dollars ($4,000.00), which shall be due on or before the first day of each month. If the Commencement Date falls on a date other than the first of the month, the rent for the first month shall be prorated. Beginning on the 120th month of the Lease Term and continuing until the end of the Lease Term, the base monthly rent shall be Four Thousand Two Hundred Dollars ($4,200.00). If Tenant timely exercises its option to extend the Lease Term for an additional 5-year period, the base monthly rent for such extension period shall be Four Thousand Four Hundred Ten Dollars ($4,410.00). A $250.00 late fee shall be imposed if the monthly rent payment is not received by Landlord or its designee on or before the tenth (10th) day of each month for which it is due. The monthly rent shall be paid by ACH or as Landlord directs, or mailed to Landlord at 6185 N. Litten Ct., Ellettsville, IN 47429, or to such other address as Landlord shall notify Tenant in writing. An additional administrative fee of $75.00 will be imposed for any rejected ACH or returned check. Base Rent shall increase by two and one-half percent (2.5%) for each of the optional extension terms.

4. REAL ESTATE TAXES; BUSINESS PERSONAL PROPERTY TAXES; MUNICIPAL ASSESSMENTS: Landlord shall be responsible for payment of real estate taxes for the Leased Premises. Regardless of the assessment and payment dates, business personal property taxes that become due and payable during the term of this Lease shall be paid by Tenant. These taxes shall be paid by Tenant as **Additional Rent** and shall be paid in addition to the monthly rent set for in the paragraph above, and in addition to the insurance, utilities and other expenses for which the Tenant is responsible under this Lease.

5. UTILITIES AND MAINTENANCE: The Tenant covenants and agrees to pay one hundred percent (100%) of the cost of all utilities, including, but not limited to electricity, gas, and telephone, for the Leased Premises. The Tenant further covenants and agrees to be responsible for, at Tenant's sole expense, one hundred percent (100%) of the costs of outdoor lighting, snow removal and ice removal of the parking area, sidewalks and access roads. The Tenant shall also be responsible for the cost the water and sewer service (or maintenance of the septic system) for the Leased Premises. If Tenant wishes to have a cable or satellite internet connection installed, Tenant shall be responsible for the costs of installation and service.

It shall be Tenant's responsibility to maintain the premises and all improvements, furnishings and fixtures (including but not limited to the gasoline dispensers and sumps, USTs, above- and below-ground piping and venting, monitoring equipment, and point-of-sale system) in good working condition. Tenant, at Tenant's cost, shall be repair and replace any such improvements furnishings and fixtures as necessary to maintain them in proper working order and in regulatory compliance. All interior and exterior building and mechanical maintenance and repair (or replacement) shall be the sole responsibility of Tenant. Tenant shall contract for and pay for regular scheduled maintenance of the HVAC system and walk-in coolers. **Any necessary testing of the fuel storage and dispensing systems (including the USTs and associated underground piping) required by applicable federal, state, or local authorities shall be performed in a timely manner by Tenant at Tenant's sole cost and expense. Tenant shall be responsible for payment of the annual UST registration fees payable to IDEM.**

The foregoing notwithstanding, if replacement of the USTs is required for proper operation of the fuel delivery system and to maintain regulatory compliance, then Landlord shall be responsible for the cost of such replacement. Provided further that if such replacement is necessitated due to the negligent or intentional acts of Tenant or its employees, contractors, or agents Tenant shall be responsible for all costs of replacement.

6. <u>USE OF PREMISES; 'AS IS' CONDITION; CONDUCT OF BUSINESS; FUEL SUPPLY AGREEMENT FOR LEASED PREMISES.</u>

(a) The Leased Premises shall be used by Tenant only for the purposes of retail gasoline sales and convenience store operation and for no other use or purpose unless agreed to in writing by the Landlord. Tenant accepts possession of the Leased Premises in its condition at the time of execution of this Lease, "As Is," without any warranties by Landlord as to the Leased Premises' physical condition, state of repair, or fitness for use for any particular purpose or use. Landlord makes no guarantees, and the Tenant acknowledges that it is not relying on any representations by Seller concerning the level of sales, income, or expenses generated by the business(es) conducted on the Leased Premises. Tenant shall keep the Leased Premises in a clean and orderly condition and shall conduct its business therefrom in a careful and safe manner.

During the term of this Lease and any extensions or periods of holdover, Tenant shall be responsible for the proper maintenance and testing of all gasoline storage and dispensing systems, equipment and fixtures. Tenant and all of Tenant's employees shall obtain the necessary operator certificates per applicable IDEM regulations. Tenant shall immediately report any incident involving the leakage or spilling of gasoline or any hazardous materials to the appropriate governmental agencies and shall also immediately notify Landlord of such incidents. Tenant is responsible for timely payment of the annual UST registration fees. Tenant, at Tenant's cost, shall contract with a licensed environmental consulting firm to monitor and assist Tenant's compliance with all applicable IDEM regulations, including periodic testing of lines and tanks.

Tenant shall not use the Leased Premises or maintain them in any manner constituting a violation of any ordinance, statute, regulation, or order of any governmental authority, including without limitation zoning ordinances, nor shall Tenant maintain, permit or suffer any nuisance to occur or exist on the Leased Premises. Tenant shall not engage in or permit the sale or storage of illegal substances on the Leased Premises, including, by way of example and not limitation, synthetic drugs as defined by applicable laws, statutes, ordinances, and regulations. A breach of any provision of this subparagraph by Tenant shall be considered an event of default under paragraph 17 of this Lease and Landlord shall have all rights thereunder, including immediate possession, *without* the requirement of prior notice or opportunity to cure.

(b) The Tenant covenants that no waste or damage shall be committed upon or to the Leased Premises; that the premises shall be used for the purposes herein above stated, and shall not be used or permitted to be used for any other purpose; that no violations of law or ordinance shall be committed thereon; that nothing shall be done or suffered or any substance kept on said premises which will operate to increase the fire hazard or to cause the insurance rates thereon to be increased; that he will not make or permit any alterations therein or additions thereto; and that any additions or improvements placed upon the premises by either party during the term, except the unattached and movable property of the Tenant, shall immediately become the property of the Landlord. As stated above, Tenant shall be responsible for regular maintenance, testing, and repair of the gasoline storage and dispensing systems and shall immediately report any incidents of leakage or spill to the appropriate authorities and also to Landlord.

(c) Tenant acknowledges that the fueling station on the Leased Premises has been branded as a Sunoco® station in conjunction with an exclusive fuel supply contract between Landlord and KARS Petro Distributors, LLC of Rockledge, Florida ("KARS"). Tenant agrees that KARS shall be the exclusive supplier of fuel for the Leased Premises until Tenant is otherwise notified, in writing, by Landlord. Tenant shall also conduct its business on the Leased Premises in accordance with the standards for the branded stations. Tenant shall be responsible for any damages, penalties or costs assessed by KARS or the supplier if the acts or omissions of Tenant are the cause of a de-branding of the station.

7. VACATION OF PREMISES: The parties hereto further covenant with each other as follows: Rent is due at the first (1st) of every month but can be paid on or before the 5th of the month without penalty. The Tenant will pay the rent at the times and in the manner aforesaid, and at the expiration of the term will peacefully yield up to the Landlord said premises in as good order and repair as when delivered to him, ordinary wear and tear, and damage by the elements excepted.

8. ENVIRONMENTAL DEFINITIONS AND COVENANTS:

(a). DEFINITIONS: For the purpose of this Lease, "Hazardous Material" shall mean and include any substance, chemical, waste or material that is or becomes regulated buy any federal, state or local governmental authority, including, without limitation, and "hazardous substances," "hazardous waste," "hazardous materials," or "toxic substances" as such terms are defined in the Resource Conservation and recovery Act and the Comprehensive Environmental Response, Compensation and Liability Act, and in any other law, ordinance, rule, regulation, or order promulgated by the federal or state government, or any other governmental entity having jurisdiction over the Leased Premises or the building (collectively, "Environmental Laws").

(b). COMPLIANCE GENERALLY. **Tenant shall comply in all material respects with all Environmental Laws that are applicable to the Leased Premises and Tenant's occupancy and operation thereof. In addition, Tenant shall pay all tank fees applicable to the Leased Premises. Tenant shall not use, store, transport, dispense or sell Hazardous Materials at the Leased Premises, except in compliance with all Environmental Laws.** Tenant shall use commercially reasonable efforts not to permit any Release of any Hazardous Materials onto, into or from the Leased Premises or any surrounding land, surface water or ground water except as allowed by Applicable Laws, including Environmental Laws. Tenant shall provide Landlord with copies of all material environmental reports, studies, complaints, claims, citations, demands, notices of violation, or orders relating to Hazardous Materials at or emanating from or to the Leased Premises or any alleged material non-compliance with Environmental Laws at the Leased Premises, reasonably promptly (and in no event later than thirty (30) days) following Landlord's request therefore. Tenant also shall promptly notify Landlord as soon as practicable of any material Release at, on, under or from the Leased Premises occurring during the Leased Term. All reporting, investigation and/or remediation requirements under any Environmental Law with respect to any and all Releases occurring during the Leased Term at, on, from or near the Leased Premises are the responsibility of Tenant to the extent imposed on either Tenant or Landlord under Environmental Laws.

(c) TENANT'S RESPONSIBILITY FOR HAZARDOUS MATERIALS. Tenant shall be liable for and responsible for Hazardous Materials kept, stored or otherwise managed or Released on or from the Leased Premises *during* the Lease Term, including without limitation, at Tenant's sole cost, any (i) permitting, reporting, assessment, testing, investigation, treatment, removal, remediation, transportation and disposal of Hazardous Materials stored by Tenant on or Released from the Leased Premises during the Lease Term as required by Environmental Laws; (ii) damages, costs, expenditures and claims imposed or brought under Environmental Laws for injury to persons, property, the Leased Premises and surrounding air, land, surface water, and ground water resulting from Hazardous Materials stored by Tenant on or Released from the Leased Premises during the Leased Term; (iii) claims by any Governmental Authority or third party associated with injury to surrounding air, land, surface water and ground water or other damage resulting from Hazardous Materials stored by Tenant on or Released from the Leased Premises during the Leased Term; (iv) damages for injury to the buildings, fixtures, appurtenances, equipment and other personal property of Landlord to the extent caused by Hazardous Materials stored by Tenant on or Released from the Leased Premises during the Lease Term; (v) fines, costs, fees, assessments, demands, orders, liens, or any other requirements imposed in any manner by any Governmental Authority under any Environmental Laws with respect to Hazardous Materials stored by Tenant on or Released from the Leased Premises during the Lease Term; (vi) compliance with Environmental Laws regarding the use, storage, transportation, release, disposal, dispensing or sale of Hazardous Materials by Tenant at the Leased Premises; and (vii) any other liability or obligation under Environmental Laws related to Hazardous Materials stored by Tenant on or Released from the Leased Premises during the Lease Term.

(d) TENANT'S ENVIRONMENTAL INDEMNIFICATION. Tenant shall indemnify, defend, and hold harmless Landlord from any and all Losses which arise as a result of (i) the keeping, storage, testing, treatment, transportation, arranging for disposal or disposal or other management of Hazardous Materials at, on or from the Leased Premises by Tenant during the Lease Term or Release thereof, (ii) any violation of Environmental Laws by Tenant during the Lease Term with respect to the Leased Premises, and (iii) Tenant's failure to comply with its obligations under this Section 8. It is expressly understood and agreed that Tenant's obligations under this Section 8 shall survive the expiration or earlier termination of this Lease for any reason.

(e) REMEDIATION. Throughout the Lease Term and upon the expiration or earlier termination of this Lease, Tenant shall proceed diligently and in good faith to complete any remediation of the Leased Premises required under Environmental Laws and this Lease, if any. Tenant shall have access to the Leased Premises after the expiration or earlier termination of this Lease at no cost for such purpose. Tenant shall be responsible for proper monitoring and periodic testing of the tanks and underground piping for tightness (i.e. structural integrity) as per IDEM regulations, and shall be responsible to periodically inspect (and test if required) and maintain all catchment basins/spill buckets, monitoring equipment, overfill alarms, ball float valves, sumps, and fill caps. Landlord may, in its discretion, throughout the Lease Term obtain

Phase 1 and/or Phase 2 environmental reports, provided that Landlord shall cooperate with Tenant in scheduling any site visits to the Leased Premises in connection therewith, in order to minimize any disruption of Tenant's business operations. If Tenant fails to complete any remediation of the Leased Premises required by the terms hereof within a reasonable period of time (other than as a result of force majeure or other circumstances beyond its control), Landlord shall have the right, upon a ninety (90) day prior written notice to Tenant advising Tenant of such failure, to complete such remediation at Tenant's cost.

9. REQUIRED INSURANCE: The Tenant shall purchase and maintain in effect during the term of this Lease, at its own expense: (a) Property and Casualty Insurance. Special Form commercial property insurance coverage for the full replacement value of all improvements on the Premises under a blanket policy or otherwise, and shall include a standard mortgagee's endorsement covering the first mortgagee of the Premises if Tenant has been advised of the name of such first mortgagee in writing; (b) Liability Insurance: A comprehensive or commercial general liability policy or policies including broad form property damage coverage, (i) affording protection on an occurrence basis for claims arising out of bodily injury, death, and property damage, and having limits of not less than $1,000,000.00 per occurrence with a $2,000,000.00 aggregate limit of liability, and (ii) workers compensation coverage as required by the laws of the State of Indiana, naming Landlord and Tenant as their respective interests may appear; and (b) UST Insurance: Tenant shall also obtain and maintain in effect during the term of this Lease, at its own expense, insuring the USTs on the premises in an amount and with coverage that will satisfy the financial responsibility requirements of IDEM and any other governmental agencies. Such policy shall also name Landlord.

If alcohol is sold or consumed on the Leased Premises, Tenant shall maintain Liquor Liability coverage with limits of less than $1,000,000.00 per occurrence with a $2,000,000.00 aggregate limit of liability, naming Landlord as an additional insured. No alcohol may be sold or consumed on the Premises without first obtaining the necessary governmental permits and the Liquor Liability coverage.

10. ASSIGNMENTS AND SUBLETTING: This Lease shall not be assigned, or the Leased Premises sublet, or occupied by anyone other than Tenant and employees thereof, without the prior written consent of the Landlord hereon endorsed, and such consent having been given, the Tenant shall, nevertheless, remain primarily liable to perform all covenants and conditions hereof and to guarantee such performance by his assignee or subtenant. If Landlord consents to an assignment of this Lease, any further assignment shall require a separate consent by Landlord. Landlord may charge Tenant (or the assignor) an assignment fee of up to $500.00 to defray its costs in processing the assignment. Landlord's consent to an assignment shall not be deemed a consent to any further assignment or sublease.

11. ABANDONMENT: If Tenant shall abandon or vacate said premises before the end of the term, or any other event happen entitling Landlord to take possession thereof, Landlord may take possession of the premises and assert such rights and remedies upon such default as provided in Paragraph 17 of this Lease. The premises shall be deemed abandoned if the station and or convenience store remains closed for business for more than forty-five (45) consecutive days without Landlord's prior consent, except for government-mandated closings.

12. **FIRE AND UNSAFE BUILDING CLAUSE:**

(a) If the Leased Premises shall be so damaged by fire or other casualty as to be substantially destroyed in the judgment of any authority having jurisdiction to order the demolition or removal of any building herein, then this Lease shall cease and come to an end and any unearned rent paid in advance by the Tenant or improvements made by Tenant to the Leased Premises thereon shall be refunded to Tenant.

(b) If the Leased Premises shall be partially destroyed by fire or other casualty or be declared unsafe by any authority having jurisdiction, the rent shall forthwith abate according to the extent to which the premises have been rendered untenantable or declared unsafe, and if they are not restored and put in proper condition for use and occupancy within one hundred twenty (120) days of the event, then the Landlord or Tenant may cancel this Lease and thereupon any unearned rent paid in advance shall be refunded to Tenant and, to the extent that Landlord receives insurance proceeds attributable to reimbursement for loss or destruction of any improvements made by Tenant to the Leased Premises, such proceeds shall be paid to Tenant by Landlord

13. **TRANSFER BY OPERATION OF LAW:** In the event said premises or any part thereof come into possession of any receiver, assignee, trustee in bankruptcy, sheriff, or other officer, by and through any court process, or by operation of law, Landlord may at his option terminate this Lease at any time thereafter by notice to said Tenant, and may accept rent from such receiver, trustee, assignee or officer, without affecting or impairing his rights to so terminate this Lease at any time thereafter or impairing any other right of Landlord under this Lease.

14. **ALTERATIONS:** No alterations, changes in, or improvements to the Leased Premises shall be made by the Tenant without the written consent of the Landlord thereto, which consent shall not be unreasonably withheld. The Landlord reserves the right, before approving any such changes, additions, or alterations, to require the Tenant to furnish it with a good and sufficient bond, conditioned that it will save Landlord harmless from the payment of any claims, either by way of damages or liens. All of such changes, additions, or alterations shall be made solely at the expense of the Tenant; and the Tenant agrees to protect, indemnify and save harmless the Landlord on account of any injury to third persons or property, by reason of any such changes, addition, or alterations, and to protect, indemnify and save harmless the Landlord from the payment of any claim of any kind or character on account of bills for labor or material in connection therewith.

15. **MECHANIC'S LIENS**: Tenant shall not permit any Statement of Intention to hold a Mechanic's Lien to be filed against the Landlord's property nor against any interest or estate therein by reason of labor, services or materials claimed to have been performed or furnished to or for Tenant. If such Statement of Intention to hold a Mechanic's Lien shall be filed, Landlord, at Landlord's option, may compel the prosecution of an action for the foreclosure of such Mechanic's Lien by the lienor. If any such Statement of Intention to hold a Mechanic's Lien shall be filed and an action commenced to foreclose the lien, Tenant, upon demand by Landlord, shall cause the lien to be released at Tenant's expense by the filing of a

written undertaking with a surety approved by the Court and obtaining an order from the Court releasing the property from such lien. Nothing in this instrument shall be deemed or construed as giving Tenant the right or authority to contract for, authorize or permit the performance of any labor or services or the furnishing of any material that would permit the attaching of a valid mechanic's lien.

16. INSPECTION: The Landlord may, during the term at reasonable times, enter to view the premises and may show the said premises to others and, except in case of renewal, may at any time within two (2) months next preceding the expiration of the said term affix to any suitable part of the said premises a notice for letting the premises, and keep the same affixed without hindrance or molestation.

17. RIGHT ON DEFAULT; INTEREST ON BALANCES OWED

(a) Any of the following shall be deemed to be an Event of Default ("Event of Default") by Tenant: If Tenant shall (i) fail in the payment of an installment of the monthly rent or other monetary obligations pursuant to this Lease for more than 30 days following the date any such payment is due, or (ii) fail in the performance of any of the other terms, conditions or covenants of this Lease to be performed by Tenant and, if curable, the failure continues for more than 30 days after written notice of such failure given by Landlord to Tenant, provided that it shall not be an Event of Default if cure requires more than 30 days and Tenant diligently pursues the cure to completion, (iii) default by Tenant in its obligations to High Point Petroleum with regard to the purchase of petroleum products, (iv) de-branding of the business due to acts or omissions of Tenant, or (v) if the Tenant abandons the Leased Premises without meeting its obligations under this Lease as and when such obligations are to be performed or suffers this Lease to be taken under any writ of execution.

(b) Any amounts to be paid to Landlord (or on behalf of Landlord) by Tenant under this Lease that are more than thirty (30) days late, or any monies owed by Tenant under this Lease after a default by Tenant, shall accrue interest at the default rate of twelve percent (12%) per annum, calculated from the date said payments were initially due and owing.

(c) To the extent permitted by law, if the Tenant (i) shall become bankrupt or insolvent or (ii) shall file or have filed against it any petition in bankruptcy or insolvency or for reorganization or (iii) shall file or have filed against it a petition for the appointment of a receiver or trustee of all or a portion of the property of the Tenant or (iv) makes a general assignment for the benefit of its creditors, then Landlord may pursue all remedies available at law.

(d) In the event that (i) any provision of subparagraph 17(c) is deemed unenforceable and (ii) the Tenant shall file or have filed against it a petition in bankruptcy or for reorganization under any provisions of the Bankruptcy Code, the Tenant shall assume the terms and provisions of this Lease in their entirety within sixty (60) days of the order for relief, or this Lease shall be deemed rejected.

(e) In addition to all other rights or remedies the Landlord may have, in the Event of Default as specified in Paragraph 17(a) remains uncured for a period exceeding thirty (30) days, Tenant shall have the immediate right to re-enter the Leased Premises and remove all persons and property from the Leased Premises and store such property in a public warehouse or elsewhere at the cost of, and for the account of, the Tenant and to immediately make claim for the total amount of rent payable during the Term of this Lease ("Accelerated Rent") and where such Accelerated Rent shall become immediately due and payable to Landlord. The Landlord shall have the right to take such action without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby. In the event Landlord elects to re-enter the Leased Premises or takes possession of the Leased Premises pursuant to legal proceedings or pursuant to any notice required by law, Landlord may, at its option, either terminate this Lease or, without terminating this Lease, relet the Leased Premises or any part thereof, for the benefit of the Tenant, for such term or terms (whether shorter or longer than the term of this Lease) and at such rental or rentals and upon such other terms and conditions as the Tenant, in its sole discretion, deems advisable, and at the expense of the Tenant, Landlord shall have the right to make such reasonable and necessary repairs or alterations to the Leased Premises as the Landlord reasonably deems necessary in order to relet the Leased Premises. Upon each such reletting rent received shall be applied as follows: first, to the payment of any indebtedness other than rental due hereunder from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting, including costs incurred by the Landlord for brokerage fees, attorneys' fees and alterations and repairs; and third, to the payment of any unpaid portion of the Accelerated Rent or, at Landlord's sole discretion, to any unpaid monthly rent or other unpaid financial obligations of Tenant under the Lease. The Landlord shall pay the residue, if any, to the Tenant. No such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election by the Landlord to terminate this Lease unless written notice of such intention is given by the Landlord to the Tenant or this Lease is terminated by an order or a decree of a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any previous default by Tenant in the performance of the terms and conditions of this Lease. No such termination, however, shall affect the liability of the Tenant for Accelerated Rent, monthly rent or any other unpaid obligation of Tenant under his Lease.

(f) No re-entry, taking possession of, or repair of, the Leased Premises by the Landlord, or any other action taken by Landlord as a result of any default of the Tenant, shall relieve Tenant of any of its liabilities and obligations under this Lease whether or not the Leased Premises are relet except to the extent provided by Indiana law. Landlord shall take all reasonable steps to mitigate Landlord's damages.

(g) No failure on the part of Landlord at any time to require performance by Tenant of any term or condition of this Lease shall be taken or held to be a waiver of such term or condition or in any way affect Landlord's right to enforce such term or recover damages for breach thereof. No waiver or failure by Landlord to require performance by Tenant of any term or condition hereof shall constitute a waiver of any other term or condition hereof or the breach thereof.

18. HOLDOVER: With the exception of an extension term properly elected, is agreed that a holding over beyond the expiration of the term herein specified shall operate as an extension of this Lease from month to month only at a monthly rental equal to one hundred and twenty-five percent (125%) of the base monthly rent for the last month of the term preceding the beginning of the holdover period.

19. TENANT'S LIABILITY: The Tenant agrees to be responsible for any damage to the property of the Landlord which may result from any use of the Leased Premises, or any act done thereon by the Tenant or any person coming or being thereon by the license of the Tenant, expressed or implied, and will also save the Landlord harmless from any liability to any other person, for damage to person or property resulting from any such causes.

20. GUARANTY OF LEASE BY TENANT'S PRINCIPAL: Tenant's obligations under this Lease shall be personally guaranteed by Tenant's principal, Prakashkumar Patel, in a separately executed Guaranty. Failure of Tenant's principal to execute and deliver such Guaranty to Landlord, or any attempt to rescind or revoke said Guaranty once given, shall be considered a default under this Lease and this Lease may thereafter be terminated by Landlord, at Landlord's option.

21. ADDITIONAL SERVICES: As may be stated elsewhere in this Lease, trash removal, environmental compliance (i.e. UST fees, inventory monitoring and reporting, tank testing), snow plowing and clearing, landscape maintenance, and premises security shall be the responsibility of Tenant.

22. NOTICES: All notices to be given hereunder by either party shall be in writing and given by personal delivery to the Landlord or the Tenant, or shall be sent by first class, registered or certified mail addressed to the party intended to be notified at the post office address for such party last known to the party giving such notice, and notice given as aforesaid shall be a sufficient service thereof and shall be deemed given as of the date when deposited in any post office, or in any post office box regularly maintained by the Federal Government. Until changed, notice shall be sent as follows:

If to Landlord: **HELEE FOUR INC.**
c/o Kalpesh Patel, President
6185 N. Litten Ct.
Elletsville, IN 47429

If to Tenant: **DHANLAXMI FOOD MART INC.**
c/o Bhikhabhai Patel
1911 US HWY 50 E
Bedford, IN 47421

23. BEER-WINE PERMIT: Tenant, at Tenant's cost and expense, shall transfer Landlord's Indiana Alcohol and Tobacco Commission (ATC) Beer/Wine permit #DL4732649 (the "Beer/Wine Permit") to Tenant to hold and use during the Lease Term and any extension term. Landlord and Tenant may execute a management agreement wherein Tenant shall be permitted to temporarily operate under Landlord's ATC Permit during the pendency of the transfer proceedings. If the ATC fails to approve the transfer, such denial of an ATC permit shall not affect the validity of this lease or Tenant's other obligations under this Lease shall continue unabated and without any reduction in the minimum monthly rental. Once issued, Tenant, at Tenant's cost and expense, shall timely renew and maintain the Beer/Wine Permit during the Lease Term and any renewal term. Tenant shall not be permitted to sell or otherwise transfer the Beer/Wine Permit during the Lease Term. Upon expiration or earlier termination of the Lease, Tenant shall transfer the Beer/Wine Permit back to Landlord or its designee (with Landlord paying the costs of transfer). Tenant shall promptly notify Landlord if Tenant receives any citations or summons for violation of any laws, ordinances or regulations regarding the possession or sale of alcoholic beverages on or from the Leased Premises. Tenant's failure to timely renew the Beer/Wine Permit or the revocation or suspension of the Beer/Wine Permit by the ATC shall constitute an event of default under this Lease. Tenant shall not be permitted to offer alcoholic beverages for sale on the Premises unless Tenant holds a valid permit from the ATC and Tenant obtains and maintains liquor liability insurance as set forth in Paragraph 9 above.

24. **<u>CONSTRUCTION; MODIFICATION OF LEASE</u>**: This Lease, together with its exhibits, contains all agreements of the parties to this Lease and supersedes any previous negotiations. There have been no representations between Landlord and Tenant, or understandings made between the parties other than those set forth in this Lease and its exhibits. This Lease may not be modified except by a written instrument duly executed by the parties to this Lease. It is understood that the term Landlord and Tenant, used herein, shall be construed to mean Landlords and Tenants where there is more than one, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though fully expressed. Captions and paragraph headings used herein are for convenience only and are not a part of this Lease and shall not be used in the interpretation of this Lease.

25. **<u>INDEMNIFICATION</u>**: Regardless of whether several, joint or concurrent liability may be imposed upon Landlord, except as otherwise explicitly provided in this Lease, Tenant shall indemnify and hold harmless Landlord from and against all damage, claims and liability, including attorney fees, arising from or connected with Tenant's control or use of the Leased Premises, including without limitation, any damage or injury to person or property. If Landlord shall, without fault, become a party to litigation commenced by or against Tenant, then Tenant shall indemnify and hold Landlord harmless. The indemnification provided by this section shall include Landlord's legal costs and fees in connection with any such claim, action or proceeding. Landlord and Tenant do each hereby release the other from all liability for any accident, damage or injury caused to person or property, provided, this release shall be effective only to the extent that the injured or damaged party is insured against such injury or damage and only if this release shall not adversely affect the right of the injured or damaged party to recover under such insurance policy. Tenant shall carry and shall name Landlord as a loss-payee therein.

26. LEGAL FEES: The parties herein agree that in any legal action or proceeding to effectuate the terms and conditions of this Agreement, the prevailing party shall be entitled to recover any and all attorneys' fees, court costs, post-judgment interest, and collection costs.

27. APPLICABLE LAW; VENUE FOR DISPUTES: This Lease and all rights granted hereunder shall be governed by the laws of the State of Indiana. Tenant agrees that any and all disputes, controversies, or claims arising hereunder shall be brought and maintained only in the Lawrence County, Indiana, Circuit and Superior Courts. **TENANT AND LANDLORD, BY THEIR SIGNATURES ON THIS LEASE, HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIMS, COUNTERCLAIMS, AFFIRMATIVE DEFENSES, OR OTHER CAUSES OF ACTION BETWEEN LANDLORD AND TENANT ARISING OUT OF THIS LEASE.**

28. TENANT'S RIGHT OF FIRST REFUSAL. If, during the Lease Term, Landlord receives an acceptable, bona fide offer from an unaffiliated third party to purchase the Premises and Tenant is not then in monetary default under this Lease beyond any applicable cure period, Landlord shall give Tenant written notice, together with a copy of the sales contract and such other information that Tenant may request in order to evaluate the offer. Tenant shall then have the prior option to purchase Landlord's interest covered by such offer at the price and upon the terms of such offer. If the consideration is not money, the purchase price shall be cash equal to the fair market value of the consideration. Tenant shall have fifteen (15) days after receipt of Landlord's notice of offer and the furnishing of all requested information within which to notify Landlord of its intent to accept or reject the offer. Silence on the part of Tenant shall constitute rejection. If the proposed sale includes assets of Landlord not related to the operation of the Premises, Tenant may purchase only the assets related to the operation of the Premises or may also purchase the other assets, and an equitable purchase price shall be allocated to each asset included in the proposed sale. This right of first refusal shall apply to any transfer, conveyance, assignment, consolidation, merger or any other transaction in which legal or beneficial ownership of the Premises is vested in a person or entity other than Landlord, an affiliated company of Landlord, a direct relative of Landlord, or an entity or entities, the members of which are direct relatives of Landlord or any transfer in connection with a testamentary disposition by Landlord; provided, however, any such persons or entities which obtain legal or beneficial ownership of the Premises shall be subject at all times to Tenant's right of first refusal set forth herein, as if such persons or entities were "Landlord" under this Section 24. The election of Tenant not to exercise its right of first refusal as to any offer shall not affect its right of first refusal as to any subsequent offer. Any sale or attempted sale affected without first giving Tenant the right of first refusal described above, shall be void and of no force or effect. If Tenant does not accept the offer to purchase the Premises within the time frame set forth in this Section 28, Landlord may conclude the sale to the purchaser who made the offer.

29. **CONCLUSION:** The Landlord covenants that the Tenant on paying the rent and performing the covenants aforesaid, shall and may be peacefully and quietly have, hold and enjoy the Leased Premises for the term aforesaid. The covenants and agreements contained in the foregoing Lease are binding upon the parties hereto and their respective heirs, executors, administrators, successors, legal representative and assigns.

30. **RECORDING**. This Lease shall not be recorded in the office of the County Recorder, but a memorandum of said lease may be recorded at Tenant's expense.

[*Signature page follows*]

ALL OF WHICH IS AGREED on the date last signed below.

"Landlord"	**"Tenant"**
HELEE FOUR INC. **An Indiana corporation**	**DHANLAXMI FOOD MART INC.** **An Indiana corporation**
By: K. M. Patel Printed: KALPESH PATEL, PRESIDENT	By: B. Patel Printed: BHIKHABHAI PATEL, PRESIDENT
Dated: 05/25/22	Dated: 05/25/22

IN

Lawrence

I witnessed Kalpesh Patel, Identified by IN DL

Sign Document

Brian Rainey

BRIAN J RAINEY
NOTARY PUBLIC
SEAL
LAWRENCE COUNTY, INDIANA
MY COMMISSION NUMBER 660893
MY COMMISSION EXP DECEMBER 11, 2022

UNCONDITIONAL LEASE GUARANTY

1. The undersigned Guarantor, in consideration of the direct and material benefits that will accrue to Guarantor individually and as a principal owner of Dhanlaxmi Food Mart Inc., an Indiana corporation, and for the purpose of inducing Landlord to consent to the execution of a lease for 1911 US Hwy 50 E, Bedford, Indiana 47421 by and between Helee Four Inc., as Landlord, and Dhanlaxmi Food Mart Inc., an Indiana corporation, as Tenant (the "Lease"), hereby absolutely and unconditionally guarantees the payment and performance of, and agrees to pay and perform as primary obligor, all liabilities, obligations and duties (including but not limited to payment of rent) imposed upon Dhanlaxmi Food Mart Inc., its successors and assigns, under the terms of the foregoing Lease as if Guarantor had executed the Lease as Tenant in his individual capacity. The liability of Guarantor signing below shall be joint and several, without requiring Landlord to seek contribution from other Guarantors (if any) or the Tenant.

2. Guarantor expressly waives notice of acceptance of this Guaranty, demand, notice of dishonor, protest or notice of protest of every kind, notice of any and all proceedings in connection with the Lease (including notice of Tenant's default under the Lease),diligence in collecting any sums due under the Lease or enforcing any of the obligations under the Lease, bringing of suit and diligence in taking any action with reference thereto or in handling or pursuing any of Landlord's rights under the Lease.

3. Without notice to or consent by Guarantor, Landlord and Tenant may, at any time, modify, extend, amend or make other covenants respecting the Lease as may be appropriate, including subleasing and assigning the Lease to third parties. Guarantor shall not be released but shall continue to be fully liable for payment and performance of all liabilities, obligations and duties of Tenant under the Lease as modified, extended or amended.

4. Guarantor recognizes that the obligations under this Guaranty are absolute and unconditional, and that Landlord and its successors and assigns shall have the right to demand performance from and proceed against Guarantors, and each of them, for the enforcement of obligations under this Guaranty without the necessity of first proceeding against or demanding performance by Tenant of or with respect to any obligation under the Lease.

5. Guarantor's liability shall not be affected by any indulgence, compromise or settlement agreed upon by Tenant and Landlord, bankruptcy or similar proceeding instituted by or against Tenant, or any lease termination to the extent Tenant continues to be liable.

6. All payments by Guarantor will be made to Landlord at 6185 N. Litten Ct., Ellettsville, IN 47429.

7. In the event any condition of this Guaranty shall be found illegal or invalid for any reason, the remaining provisions shall be interpreted and construed as if the illegal or invalid provision was not a part of the Guaranty.

8. This Guaranty shall be binding upon Guarantor, the Guarantor's successors, heirs and assigns, and shall inure to the benefit of Landlord and its assigns and successors-in-interest.

9. This Guaranty shall be construed according to the laws of the State of Indiana. Guarantors hereby agree that any suit involving any dispute or matter arising under this Guaranty may be brought in the United States District Court for the Southern District of Indiana or the Circuit and Superior Courts of Lawrence County, Indiana, and that process may be served on any party anywhere in the world. Guarantor hereby consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding and waive any and all rights to a change of venue.

10. GUARANTOR, BY HIS SIGNATURE BELOW, AND LANDLORD, BY ITS ACCEPTANCE OF THIS GUARANTY, WAIVE THE RIGHT TO A TRIAL BY JURY ON ANY ISSUES RELATED TO THE ENFORCEMENT OR INTERPRETATION OF THIS GUARANTY OR THE RELATE LEASE.

GUARANTOR:

Signed: ______________________
Printed: BHIKHABHAI PATEL

Address: 44, Sutton Hill lane
New Hyde park N.Y 11040

Date: 5/25/22

BRIAN J RAINEY
NOTARY PUBLIC
SEAL
LAWRENCE COUNTY, INDIANA
MY COMMISSION NUMBER 660893
MY COMMISSION EXP DECEMBER 11, 2022

IN Lawrence

Brian Rainey

CONSENT AGREEMENT

THIS CONSENT AGREEMENT is entered into this 25 MAY 2022 by and between KARS Petro Distributors, LLC a Florida limited liability company (the "Supplier"), whose business address is 380 Commerce Parkway, Rockledge, Florida 32955 and **Helee Four Inc** the "Landlord/Owner), whose address is **6185 E. Litten Court, Ellettsville, IN, 47429**

WITNESSETH

WHEREAS, Landlord/Owner is the owner of that certain real property located at **1911 US 50 E, Bedford, IN, 47421**. (the "Premises"); and

WHEREAS, Supplier has entered into an Exclusive Dealer Supply Agreement ("DSA") with the tenant ("Tenant") on the Premises, **Dhanlaxmi Food Mart Inc.** a **IN** Corporation (the "Tenant"), whose business address **1911 US 50 E, Bedford, IN, 47421**.

WHEREAS, the Supplier is desirous of having the consent of the Landlord to supply the Tenant with petroleum, and to make certain improvements to the Premises pursuant to the DSA, and the Landlord desires to provide same;

NOW, THEREFORE, in consideration of the mutual promises and conditions contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged by the parties, the parties hereto agree as follows:

1. **Incorporation of Recitals.** All parties hereby acknowledge that the foregoing recitals are true and correct and are incorporated herein.

2. **Term**. This Agreement shall be for the term of the DSA which commences on the date when Supplier begins supplying petroleum to the Premises, and expires on the later of TEN (10) years of the purchase of 6,000,000 gallons of petroleum.

3. **Gasoline and Petroleum Products**. Supplier hereby agrees to supply and deliver to Tenant, on a regular basis, sufficient quantities of gasoline and other petroleum products to serve all of the needs of the premises pursuant to the terms and conditions of the DSA.

4. **Exclusive Rights of Supplier**. Landlord agrees that tenant, **Dhanlaxmi Food Mart Inc.**, shall be required to use Supplier exclusively for all gasoline and other petroleum products sold or purchased from the Premises for the full term of the DSA.

5. **Default of Lease Terms by Tenant/Covenant Running with the Land.** Landlord agrees that any default by Tenant in the Lease of the Premises shall not constitute a default of this Agreement or a default of the DSA. Supplier will be provided unrestricted access to the Premises in order to protect Supplier's monetary investment in the Premises, and Supplier's rights under the DSA, including but not limited to' the right to remove any and all equipment and branding materials it has

supplied in relationship to the Premises and the DSA. Also Landlord agrees that Supplier shall be the exclusive supplier of petroleum on the Premises for the full term of the DSA whether to Tenant or to any other operator on the Premises, and that the Premises will continually be operated for the retail marketing of petroleum products for the full term of the DSA. This shall be a covenant which runs with the land, binds the Premises, and may not be terminated or extinguished upon a sale or transfer of title to the Premises by the Landlord.

6. **Early Termination.** The parties agree that should the DSA be breached by Tenant, any subsequent operators, or by Owner, then Tenant, all subsequent operators and Landlord shall be liable to Supplier for all damages incurred by Supplier arising from the breach, including, but not limited to: lost profits, unamortized costs of equipment, branding and incentives provided to Tenant; amounts due to any oil company for debranding, and any early termination fees as set forth in the DSA.

7. **Right of First Refusal.** Landlord grants to Supplier a right of first refusal to purchase or the lease the Premises should Landlord ever regain possession of the Premises during the term of the DSA. The right granted to Supplier herein shall allow Supplier to lease the Premises, purchase the Premises, business or improvements on the same terms and conditions offered in good faith to a third party. Landlord shall provide Supplier with the written terms of all third party offers and Supplier shall have Thirty (30) days to notify Landlord of Supplier's intent to exercise its right. Should Supplier decline to exercise its right for any reason, Supplier's right of first refusal along with the DSA, shall continue during the full remaining term of the DSA.

8. **Amendments, Modifications, Changes to Agreements**. Any amendment, modification, change or alteration to this Agreement to be effective must be in writing and fully executed by both Landlord and Supplier.

9. **Authorization.** Landlord herewith provides authorization to Supplier to record this Agreement along with the Memorandum of Dealer Supply Agreement signed by Dealer in the public records in and for the county in which the Premises are located.

10. **Execution.** This Agreement may be executed in counterparts, and an electronically transmitted signature on this document is acceptable in lieu of an original signature.

IN WITNESS WHEREOF, Supplier and Landlord have executed this Agreement as of the day and year first above written.

Signed, sealed and delivered in
The presence of:

KARS Petro Distributors, LLC	**Helee Four Inc**
	K. M. Patel
Sagar Shah, VP of Operations	Kalpesh Patel, President
	N. R. Patel
Witness:	Witness:
Witness:	Witness:
	5/25/22
Date Signed:	Date Signed:

STATE OF FLORIDA, COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared **Sagar Shah**, as VP of Operations of **KARS Petro Distributors, LLC**, who after being duly sworn, deposes and says that he executed the foregoing instrument for the purpose set out therein on this _______ day of _______________________.

Such person:

( ) is personally known to me.
( ) produced a current driver's license as identification.
( ) produced _________________________ as identification.

[Notary Seal]

____
(Official Notary Signature)

____
(Name of Notary Printed)

STATE OF INDIANA, COUNTY OF _________

BEFORE ME, the undersigned authority, personally appeared **Kalpesh Patel**, President of **Helee Four Inc**. who after being duly sworn, deposes and says that he executed the foregoing instrument for the purpose set out therein on this 25 day of May 2022.

Such person:

( ) is personally known to me.
(✓) produced a current driver's license as identification.
( ) produced _________________________ as identification.

[Notary Seal]

BRIAN J RAINEY
NOTARY PUBLIC
SEAL
LAWRENCE COUNTY, INDIANA
MY COMMISSION NUMBER 660893
MY COMMISSION EXP DECEMBER 11, 2022

____
(Official Notary Signature)

Brian Rainey
(Name of Notary Printed)

KARS Petro Distributors, LLC

GUARANTY OF DEALER SUPPLY AGREEMENT

FOR AND IN CONSIDERATION of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration paid or delivered to the undersigned, **Bhikhabhai Patel** and **Ashvin Patel** (hereinafter jointly referred to as the "Guarantor"), for the purpose of inducing KARS Petro Distributors, LLC, 380 Commerce Parkway, Rockledge, Florida 32955 (hereinafter referred to as "Company") to execute and deliver that certain Dealer Supply Agreement and the Assignment, Assumption and Consent document dated the 25 day of MAY, 2022 (herein referred to as the "Supply Agreement") between Company and **Dhanlaxmi Food Mart Inc.** herein referred to as "Dealer"), Guarantor does (jointly and severally) hereby unconditionally guarantee to Company, its successors and assigns, the full and prompt payment and performance of each and all terms and provisions under the Supply Agreement required to paid or performed by Dealer. In the event Dealer fails to make any payment under the Supply Agreement, as and when due and in accordance with the terms of the Supply Agreement, Guarantor shall, on demand, immediately make such payment to Company. Guarantor further agrees to pay to Company all expenses (including reasonable attorneys' fees) paid or incurred by Company in collecting any sum guaranteed hereunder (or any portion thereof), to enforce the obligations of Dealer guaranteed hereunder or to enforce this Guaranty.

Guarantor hereby consents and agrees that Company may at any time, and from time to time, without notice to or the consent of Guarantor, either with or without consideration, modify the terms of the Supply Agreement; extend or renew the Supply Agreement for any period; grant releases, compromises and indulgences with respect to the Supply Agreement and to any person or entity now or hereafter liable thereunder or hereunder; release any Guarantor or take or fail to take any action of any type whatsoever. No such action which Company shall take or fail to take in connection with the Supply Agreement, or any course of dealing with Dealer, shall release the obligations of Guarantor hereunder, affect this Guaranty in any way, or afford Guarantor any recourse against Company. The provisions of this Guaranty shall extend and be applicable to all renewals, extensions, amendments, consolidations or modifications of the Supply Agreement.

Guarantor hereby waives and agrees not to assert or take advantage of: (i) any defense based on the failure of Company to give notice of the existence, creation or incurring of any new or additional obligation or of any action or non-action on the part of any other person whomsoever in connection with any obligation guaranteed hereunder; (ii) notice of presentment and demand for payment of any obligation or performance of any of the obligations guaranteed hereunder; (iii) any and all other notices whatsoever to which Guarantor might otherwise be entitled; and (iv) any other legal or equitable defenses whatsoever to which Guarantor might otherwise be entitled.

This is a guaranty of payment and performance and not of collection. The liability of Guarantor under this Guaranty shall be direct and immediate, and not conditioned on the pursuit of any remedy against Dealer or any other person, or against any lien available to Company, its

Initials: [initials] / ____

Assumption of Contract

COMES NOW Dhanlaxmi Food Mart Inc., the Assignee, hereby assumes all rights, duties and obligations under the Contract, and indemnifies and holds harmless the Assignor and Guarantor for any and all liability arising under the Contract. The Assignee will place a deposit of Zero DOLLARS currently with KARS Petro Distributors, LLC (the "Supplier"). The signed Assignment, Assumption, and Consent Agreement of Contract will regard Dhanlaxmi Food Mart Inc. and replace Helee Four Inc. as the Dealer. Nothing in the Contract will be amended or omitted except for the terms and agreement made in this Assignment, Assumption, and Consent Agreements. The Assignee will pay Zero Dollars currently to the Supplier in form of Cashier's Check payable to the KARS Petro Distributors, LLC as a fuel deposit for aforementioned location

Signed in the presence of:

S S Patel
Witness:

N. R. Patel
Witness:

ASSIGNEE: **Dhanlaxmi Food Mart Inc.**

By:
Bhikhabhai Patel, President

Consent to Assignment

COMES NOW KARS PETRO DISTRIBUTORS, LLC, a Florida limited liability company, and hereby consents to the Assignment of the Contract, with the express condition that the Assignor and Guarantor shall remain liable thereon as set forth in the Contract and the Guaranty.

Signed in the presence of:

Witness:

Witness:

SUPPLIER: **KARS PETRO DISTRIBUTORS, LLC**

By: ______________________
Sagar Shah, VP of Operations

successors or assigns. Guarantor hereby waives any right to require that an action be brought against Dealer or any other person. In the event of any dispute arising under or related to this guaranty, the prevailing party shall be entitled to recover reasonable attorney's fees and costs at the trial and appellate levels. Exclusive venue shall be in Brevard County, Florida.

Guarantor, and each of them, represents and warrants to Company that any and all financial statements, if any, heretofore delivered to Company by each of them are true and correct in all respects.

The provisions of this Guaranty shall be binding upon Guarantor and each of them, and Guarantor's successors, heirs, legal representatives and assigns.

IN WITNESS WHEREOF, Guarantor has hereunto caused this guaranty to be executed by the persons and/or entities set forth below, on the dates indicated below.

Signed and Acknowledged
in the presence of:

____
Print Name: ______________________

____
Print Name: ______________________

____
Print Name: ______________________

____
Print Name: ______________________

____
Print Name: **Bhikhabhai Patel**
Date: 5/25/22 SS#: 055-94-7279
Copy of Driver's license attached

____
Print Name: **Ashvin Patel**
Date: 05-25-22 SS#: ______________
Copy of Driver's license attached

ASSIGNMENT, ASSUMPTION AND CONSENT

Assignment of Contract

COMES NOW, Helee Four Inc., an Indiana Corporation (the "Assignor"), does hereby assign, transfer and set over to **Dhanlaxmi Food Mart Inc.**, an Indiana Corporation (the "Assignee"), all of its rights, title, and interest in and to that certain Dealer Supply Agreement (the "Contract") which was executed and which commenced on 20th day of September, 2021. The Contract is between KARS Petro Distributors, LLC (the "Supplier") and Assignor, as Dealer. The Contract is an agreement for the Company to Supply and the Dealer to Purchase fuel for the gas station located 1911 US Hwy 50 E., Bedford, IN 47421 ("Facility"). The Contract is between Supplier and the Assignor, as Dealer. The Members who signed the Contract and guaranty of the Contract acknowledges that they shall remain fully liable thereon notwithstanding this assignment. The signed Assignment, Assumption, and Consent Agreement of Contract will regard Dhanlaxmi Food Mart Inc. and replace Helee Four Inc. as the Dealer. No amendments or omissions will occur besides foregoing statements.

Signed in the presence of:

S.S.Patel
Witness:

N.R. Patel
Witness:

ASSIGNOR: **Helee Four Inc.**

By: K.M. Patel
Kalpesh Patel, President