

LEASE AGREEMENT

This agreement is entered into on June 1, 2023, between R&A Cassopolis Property LLC, an Indiana limited liability company, referred to as Lessor, and Guru Ji Petro, Inc., an Indiana corporation, referred to as Lessee.

RECITALS

The parties recite and declare as follows:

- A. Lessor is the sole owner of the gas station/convenience store located at 1606 Cassopolis Street, Elkhart, IN 46514.
- B. Lessee desires to lease the gas station/convenience store.
- C. The parties desire to enter into a lease agreement defining their respective rights, duties, and liabilities relating to the premises.

In consideration of the mutual covenants contained in this lease agreement, the parties agree as follows:

SECTION ONE
DESCRIPTION OF PREMISES

Lessor leases, subject to all easements, rights of way and other restrictions of record, to Lessee premises located at 1606 Cassopolis Street, Elkhart, IN 46514.

SECTION TWO
RESTRICTIONS ON USE

- A. Lessee shall not use or permit the demised premises, or any part of the demised premises, to be used for any purpose other than for conducting its business as set forth above.
- B. Lessee shall not permit on the demised premises any act, sale, or storage that may be prohibited under standard forms of fire insurance policies, nor use the premises for any such purpose.
- C. Lessee shall not use or permit the premises to be used in such a manner that constitutes: waste on the demised premises; a public or private nuisance that may disturb neighbors; an improper, unlawful, immoral or objectionable use, including sale, storage, or preparation of materials generating an odor on the premises or the creation of noises or vibrations that may disturb neighbors.
- D. Lessee shall comply with all governmental regulations and statutes affecting the demised premises either now or in the future.

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SECTION THREE
POSSESSION

- A. Lessee shall use the demised premises as gas station/convenience store, and incidental uses, and hereby agrees that it has determined to its satisfaction that the demised premises can be used for those purposes.
- B. Lessee acknowledges that neither Lessor nor Lessor's agent has made any representations or warranties as to the suitability of the demised premises for the conduct of Lessee's business nor any representations respecting the condition of the demised premises, except as specifically set forth in this lease agreement.
- C. Lessee's entering into possession of the premises is acknowledgment that it has inspected the demised premises, that it has received said premises in good repair, and that it has found the premises to be tenantable and in good condition as of the time it has taken possession.
- D. If, for any reason, Lessor cannot deliver possession of the demised premises at the commencement of the term, this lease agreement shall not be void or voidable, nor shall Lessor be liable to Lessee for any loss or damage resulting from the inability to deliver possession. However, there shall be a proportionate reduction in total rent, covering the period between the commencement of the term and actual delivery of the demised premises to Lessee, in the event of a late delivery by Lessor.

SECTION FOUR
TERM OF LEASE

- A. The premises shall be leased to Lessee for a period of five year(s) from the 1st day of June, 2023, to the 31st day of May, 2028, unless sooner terminated in accordance with the terms of this lease agreement. Lessee may terminate this lease upon six month advance written notice.
- B. Lessee shall surrender the premises to Lessor immediately on termination of the lease along with all keys relating to the leased premises.
- C. If Lessor assigns, transfers or otherwise disposes of its interest in the demised premises, Lessor, at Lessor's discretion, may terminate this agreement immediately upon the occurrence of the assignment, transfer, or other disposition.
- D. Lessee may extend the lease for an additional five years from June 1, 2028, to the 31st day of May 2033, upon written notice at least six months prior to the expiration of the initial lease period.

SECTION FIVE
MONTHLY RENTAL

- A. Lessee shall pay \$5,000 per month as rent without deduction, counterclaim, setoff, prior notice, or demand and without relief from valuation and appraisalment laws beginning June 1, 2023, and continuing to May 1, 2024. Lessee shall pay \$5,500 per month as rent without deduction, counterclaim, setoff, prior notice, or demand and without relief from valuation and appraisalment

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laws beginning June 1, 2024, and continuing to May 1, 2025. Lessee shall pay \$6,000 per month as rent without deduction, counterclaim, setoff, prior notice, or demand and without relief from valuation and appraisal laws beginning June 1, 2025, and continuing to May 1, 2028. Each monthly payment is due on the first of the month.

B. Lessor and Lessee will negotiate the rent amount for the extension period. If the parties fail to agree to a rental amount for the extension period, the Lessee's notice of extension shall be null and void and the term of the lease shall come to an end.

C. Lessee shall purchase the existing inventory upon execution of the lease. Lessee shall pay \$40,000 on December 1, 2023, and _____ on June 1, 2024, to purchase the inventory. Payment must be made at the time of execution. The payment shall be non-refundable should the lease later be terminated for any reason or expire of its own terms. Lessor shall not be required to purchase Lessee inventory of any kind at expiration or termination of the lease.

D. Payment shall be made to Lessor in lawful money of the United States at the address of the Lessor designated at the beginning of this lease agreement or to such other person or at such other place as the Lessor may from time to time designate in writing.

E. In addition to the monthly rent above, Lessee agrees to pay as additional rent the amount of the rental adjustments and other charges as required by this lease agreement.

SECTION SIX
TAXES, UTILITIES, FUEL CONTRACT

A. Lessee shall pay all real and personal property taxes coming due during the term of the lease as well as the accrued real and personal property taxes due at the termination or expiration of the lease.

B. Lessee shall place all utilities, whether heat, electric, water, telephone, internet, or other utility, in its name upon execution of the lease and pay all utilities coming due during the term of the lease as well as the accrued utilities due at the termination or expiration of the lease.

C. Lessee shall assume all responsibilities of Lessor under the existing fuel supply contract and indemnify Lessor and Lessor's affiliate from any and all claims arising under the fuel supply contract. The fuel supply contract is attached hereto and incorporated by reference.

SECTION SEVEN
REPAIRS AND MAINTENANCE

A. By taking possession of the demised premises, Lessee acknowledges that the demised premises are in good and sanitary order, condition, and repair. Lessee shall keep, maintain, and preserve the demised premises and appurtenances, including, but not limited to, signs, windows, doors, roofs, walls, substructure, foundation, fuel pumps, paved surfaces, underground storage tanks, heating/cooling units, coolers, freezers, and trade fixtures, in good condition and repair, and shall, when and if needed, at Lessee's sole cost and expense, make all repairs to the demised premises

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and every part of the demised premises. Notwithstanding the foregoing, Lessor shall repair any equipment which breaks down on or before June 30, 2023.

B. Lessee shall maintain all records, registration, maintenance, liability insurance, repairs, and any other responsibility for fuel pumps, fuel lines, fuel storage tanks, and fuel station operation. If a fuel storage tank begins leaking and requires repair or replacement, then Lessor shall perform the repair or replacement at Lessor's cost.

SECTION EIGHT
IMPROVEMENTS, ALTERATIONS, ADDITIONS

Lessee shall not alter or change the premises without the written consent of the Lessor. All alterations, improvements or additions desired by Lessee and so consented to by Lessor shall be made under the direction of Lessor, but at the expense of the Lessee. All improvements, alterations or additions shall become the property of Lessor and remain on the demised premises, except that at the option of Lessor, Lessee shall, at its expense, remove from the demised premises all partitions, counters, railings, and similarly installed improvements when surrendering the demised premises.

SECTION NINE
LESSEE'S PROPERTY

A. Furnishings, trade fixtures, and equipment installed by Lessee shall become the property of Lessor and may not be removed by Lessee at any time during the term of this lease agreement. On termination of this lease agreement, Lessee shall not remove any such property. Lessee shall repair any damage to the demised premises resulting from the installation of such property.

B. If Lessee shall fail to remove all of its effects from the demised premises upon termination of this lease agreement for any reason whatsoever, Lessor, may, at its option, remove such effects without liability to Lessee for the loss of such items. In such event, Lessee agrees to pay Lessor without notice or demand for any and all expenses incurred in removal, including court costs and reasonable attorney fees and storage charges on such effects for any length of time that they may be in Lessor's possession.

C. In addition, Lessee shall not vacate or abandon the demised premises at any time during the term of this lease agreement. If Lessee does vacate or abandon the demised premises or is dispossessed by process of law, any personal property belonging to Lessee and left on the demised premises shall be deemed abandoned at the option of Lessor and shall become the property of Lessor.

SECTION TEN
RIGHT OF RE-ENTRY

A. Lessor reserves and shall at any and all times have the right to enter the premises and the right to erect any structures necessary to fulfill the purpose of entry.

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B. Lessor shall at all times have and retain a key with which to unlock all doors in and on the demised premises. Lessor shall further have the right to use any and all means that Lessor may deem proper to open doors in an emergency to obtain entry to the demised premises.

C. Any entry to the demised premises obtained by Lessor shall not be construed or deemed to be a forcible or unlawful entry onto the demised premises, or an eviction of Lessee from the demised premises or any part of the demised premises.

D. Lessee waives any claim for abatement of rent or for damages for injury or for inconvenience to or interference with Lessee's business, any loss of occupancy or quiet enjoyment of the demised premises, and any other loss in, upon, or arising from Lessor's entry onto the demised premises.

SECTION ELEVEN
ASSIGNMENT, TRANSFER, SUBLEASE

A. Lessee shall not assign any rights or duties under this lease agreement nor sublet the demised premises or any part of the demised premises, nor allow any other person to occupy or use the demised premises, nor in any way transfer or hypothecate any of its interest in this lease agreement of the demised premises unless approved in writing by Lessor.

B. This lease agreement shall not be assignable, as to the interest of Lessee, by operation of law.

SECTION TWELVE
LATE CHARGES

A. Lessee acknowledges that late payment by Lessee to Lessor of rent or other sums due under this lease agreement will cause Lessor to incur costs not contemplated by this lease agreement, the exact amount of which would be extremely difficult and impractical to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges that may be imposed on Lessor by the terms of any mortgage covering the demised premises.

B. In the event Lessee should fail to pay any installment of rent or any sum due under this lease agreement within 10 days after such sum is due, Lessee shall pay Lessor, as additional rent, a late charge equal to \$250. Waiver of the late charge with respect to any installment shall not be deemed to constitute a waiver with respect to any subsequent installment so due.

C. In the event any amount so due is delinquent for a period in excess of 1 month, an additional late charge equal to 1.5% of the amount overdue at the beginning of each month, inclusive of any late charge assessed, shall be assessed for each month or part of a month that an amount remains overdue.

D. A charge of twice the amount assessed Lessor by any financial institution will be paid by Lessee to Lessor for each returned check of Lessee.

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E. In the event that Lessor must retain an attorney to enforce this agreement or any part thereof wherever found herein, Lessee shall pay to Lessor, in addition to all the sums that Lessee may be called on to pay under this agreement or by order of court, Lessor's actual attorney fees. In addition, Lessee shall pay all costs of collection, including court costs, appellate court costs, mediator fees, arbitrator fees, deposition fees, expert witness fees, post-judgment attorney fees, and any other costs of collection.

SECTION THIRTEEN
DEFAULT

A. The occurrence of any one or more of the following events shall constitute a material default in breach of this agreement by Lessee:

1. Abandonment of the demised premises. Abandonment includes, but is not limited to, any absence of Lessee from the demised premises for 10 business days or longer.
2. Failure by Lessee to make any payment required under this lease agreement as and when due.
3. Failure by Lessee, its officers, agents, or employees to observe or perform any of the covenants, conditions, or provisions of this lease agreement, other than the making of any payment.

B. In the event of any default by Lessee, in addition to any other remedies available at law or equity, Lessor shall have the immediate option to terminate this lease agreement and all rights of Lessee under this lease agreement without notice or demand. In the event that Lessor shall so elect to terminate this lease agreement, then Lessor may recover from Lessee the amount of any unpaid rent, late charges, reasonable attorney fees and other costs imposed under this agreement or by a court that are due at the time of termination, the time of award, and for the balance of the term of this lease agreement after the time of award.

C. In the event of any such default by Lessee, Lessor shall also have the right, adhering to applicable legal processes, with or without terminating this lease agreement, to reenter the demised premises without notice or process of law and remove all persons and property from the demised premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of or on the account of Lessee. No reentry or taking of the demised premises by Lessor pursuant to this section shall be construed as an election to terminate this lease agreement unless Lessor gives Lessee written notice of such intention or unless termination of this lease agreement is decreed by a court of competent jurisdiction.

D. In the event of any such default by Lessee, Lessor shall also have the right, adhering to applicable legal processes, with or without terminating this lease agreement, to reenter the demised premises without notice or process of law and to relet them, and Lessee agrees to pay Lessor the cost of recovering possession of the demised premises, the expenses of reletting, and any other costs or damages arising out of Lessee's default. Lessee further covenants and agrees to make good to Lessor any deficiency arising from the reletting of the demised premises at a lesser rental

than agreed to in this lease agreement. Lessee shall pay to Lessor such deficiency each month as the amount of the deficiency is ascertained by Lessor and billed to Lessee.

E. All rights, options, and remedies of Lessor wherever contained in this agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other. Lessor shall have the right to pursue any one or all of such remedies or any other remedy or relief that may be provided by law, whether or not stated in this lease agreement.

SECTION FOURTEEN
HOLDOVER

If without execution of a new lease agreement or written extension through an option to renew or otherwise, Lessee shall hold over after the expiration of the term of this lease agreement, Lessee shall be deemed to be occupying the demised premises as a tenant from month-to-month, which tenancy may be terminated as provided by law. During such tenancy, Lessee agrees to be bound by all of the terms, covenants, and conditions specified in this lease, except base rent shall increase to \$7,500 per month. Nothing in this paragraph shall be construed as consent by Lessor to the possession by Lessee after the term hereof.

SECTION FIFTEEN
LIABILITY

A. Lessee understands that Lessor does not maintain and is not obligated to maintain any insurance covering any personal property or contents of the leased premises, regardless of who might be the owner of such contents and personal property, and that Lessor assumes no obligation or duty to maintain, preserve or pay any losses, damages or expenses relating thereto, regardless of the reason therefor. Lessee, shall during the term of this lease agreement and any other period of occupancy, at Lessee's sole cost and expense, maintain a reasonable amount of property and comprehensive general liability insurance against any loss, damage, injury, or liability arising from its use, occupancy, or maintenance of the demised premises. Said insurance shall name Lessor as an additional insured and Lessor shall be entitled to receive a certificate of insurance and inquire directly with the insurance company on the status of the insurance.

B. Lessor shall not be liable to Lessee for any loss, damage or cost of any nature relating to any personal injury, death, damages or loss of property occurring on or relating to the premises herein leased, regardless of the reason or reasons therefor, and regardless of who might sustain such loss, damage, injury or death except for loss, damage, or cost which may be a result of the Lessor's gross negligence or intentional act.

C. Lessee agrees to pay for all damage to the demised premises and for all injury to tenants, occupants, or visitors thereof caused by the negligent act or omission of Lessee, its agents, employees, invitees, visitors, and licensees.

D. If the premises shall be destroyed, condemned, or damaged from any cause whatsoever so that the premises become uninhabitable and are not made inhabitable within 60 days from date of destruction, condemnation or damage, this lease may be terminated by either party. Upon

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termination of this lease agreement under this section, the parties shall be released without further obligation to the other as of the termination date, provided Lessee shall remain liable to Lessor for items that have accrued as of the termination date and are then unpaid.

SECTION SIXTEEN
INDEMNIFICATION

A. Lessee shall indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney fees and costs) arising from Lessee's use of the demised premises or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by Lessee, in or about the demised premises, unless caused by the sole negligence of Lessor or Lessor's agents or employees.

B. Lessee shall further indemnify, defend, and hold Lessor harmless from any and all claims and damages (including reasonable attorney fees and costs) arising from any breach or default in the terms of this lease agreement, or arising from any act, negligence, fault, or omission of Lessee or Lessee's agents, employees, invitees, visitors or licensees, and from and against any and all costs, reasonable attorney fees, expenses, and liabilities incurred in or about such claim or any action or proceeding brought on such claim.

C. In case any action or proceeding shall be brought against Lessor by reason of any such claim, Lessee, upon notice from Lessor, shall defend it at Lessee's expense by counsel approved in writing by Lessor.

D. If Lessor is named a defendant in any suit brought against Lessee in connection with or arising out of Lessee's occupancy of the demised premises under this lease agreement, Lessee shall pay Lessor Lessor's costs and expenses incurred in such suit, and any appeal of the suit, including reasonable attorney fees and costs.

SECTION SEVENTEEN
WAIVER OF SUBROGATION

Whenever any loss, cost or damage or expense resulting from fire, explosion or any other casualty is incurred by either of the parties to this lease in connection with the premises, and such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person or account thereof. Provided, however, that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage or increase the cost.

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SECTION EIGHTEEN
GENERAL PROVISIONS

A. Notice. All notices, elections, consents, and approvals under this agreement shall be in writing, and shall be effectively given to any party as provided herein, or, if not provided, when delivered to the party.

B. Construction. This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Indiana.

C. Assigns and Successors in Interest. This agreement shall be binding upon and shall run for the benefit of the parties executing this agreement, and the personal representatives, heirs, legatees, devisees, assigns and successors in interest of the members.

D. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be taken as an original.

E. Modification. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or each party's authorized representative.

F. Warranties of Representatives. Each person executing this agreement on behalf of a party hereto represents and warrants that that person has been fully empowered to execute this agreement, and that all necessary action for the execution of this agreement has been taken.

G. Severability. In the event that any part or parts of this agreement are found to be void, the remaining provisions shall nevertheless be binding with the same effect as though the void parts were deleted. Furthermore, the court finding any part or parts of this agreement to be unenforceable is asked to interpret the remainder of the agreement in such a way as to provide reasonable provisions to replace those voided and to further the reasonable expectations and stated desire of the parties to this agreement to enter into a lease.

H. Entire Agreement. The express provisions of this agreement are to be construed as constituting the entire agreement of the parties. Alleged prior agreements, prior statements, prior representations, contemporary statements and circumstances, and subsequent actions and course of performance shall not be binding upon either party except to the extent incorporated in this agreement.

I. Waiver. The failure of the Lessor to insist in any one or more instances upon the strict performance of any of the terms or conditions of this lease or to exercise any option herein conferred or the acceptance by Lessor of any rent or other payment due under this lease agreement shall not be construed as waiving or relinquishing any covenants, conditions, rights, or options. Rather, the same shall remain and continue to remain in full force and effect. Nothing herein contained shall be construed or deemed to be a waiver on the part of the Lessor of any right or remedy in law or otherwise, which the Lessor may be or become entitled to by reason of the breach

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of any of the Lessee's covenants herein. No waiver of any of the provisions of this agreement shall be valid unless in writing and signed by the person or party alleged to have waived the provision or provisions.

J. Pronouns and Number. Wherever from the context it appears appropriate, each term stated in either the singular or the plural shall include the singular and the plural, and each pronoun stated in the masculine, the feminine, or the neuter gender shall include the masculine, feminine, and neuter.

K. Captions. Captions contained in this agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this agreement or any of its provisions. They shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

L. To the extent such waiver is permitted by law, the parties waive trial by jury in any action or proceeding brought in connection with this lease agreement or the demised premises.

M. Survival. The obligations of Lessee to repair, maintain, defend, and indemnify survive the termination of this agreement.

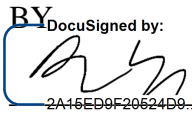
IN WITNESS WHEREOF, the parties hereto have executed this lease agreement this 15 day of May, 2023.

LESSOR

LESSEE

R&A Cassopolis Property LLC

Guru Ji Petro, Inc.

BY DocuSigned by:

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BY DocuSigned by:

8A7582AE762D4E8...

Signature

Signature

Rajinder Singh

Ajit Bharmi

Printed Name

Printed Name

Owner

owner

Title

Title

PERSONAL GUARANTEE

In consideration of the agreement to lease the gas station/convenience store to the firm, company or other entity named in the foregoing lease agreement, I, Ajit Bharmi, unconditionally guarantees to R&A Cassopolis Property LLC, and every subsequent assignee or other transferee of the above lease regardless of the genuineness or enforceability thereof or of any collateral therefor, the prompt payment of all sums due under the above lease. I consent that from time to time and without notice to me the above lease may be extended or renewed or the amount of rent and other charges changed; any related right or collateral for the above lease may be waived, exchanged, or otherwise dealt with; and any of the acts mentioned in the above lease may be done without affecting my liability. The release of any party liable on the above lease shall not release any other party. My signature is intended also as an endorsement of the above lease. I waive presentment, protest, and notice of dishonor and all other notices and demands whatsoever.

Signed this 15 day of May, 2023.

DocuSigned by:

Ajit Bharmi

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Signature

Ajit Bharmi

Printed Name