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PURCHASE AGREEMENT
COMMERCIAL-INDUSTRIAL REAL ESTATE

- A. **PARTIES:** Black Gold Ventures Indiana, LLC ("Seller") agrees to sell and convey to LLB 3 Food Mart LLC ("Buyer") (Seller and Buyer being individually referred to herein as a "party" and collectively herein as the "parties"), and Buyer agrees to buy from Seller the following described Property for the consideration herein and subject to the following terms, conditions, and provisions in this Purchase Agreement ("Agreement"). The effective date of this Agreement shall be the last date a party signs this Agreement ("Effective Date").
- B. **PROPERTY:** Seller is purchasing the real estate described on attached Exhibit "A" ("Real Estate") and the personal property described on attached Exhibit "B" from Swifty Oil Co., Inc. and Swifty Transportation, Inc. (collectively "Swifty") pursuant to that certain Asset Purchase Agreement dated March 11, 2014 ("APA") a copy of which is attached hereto as Exhibit "B" and incorporated herein in part by specific reference below. In connection with such sale, Seller shall sell and convey to Buyer, and Buyer shall purchase from Seller (or at Seller's discretion, direct from Seller), the Real Estate and Personal Property (the Real Estate and the Personal Property collectively being referred to herein as the "Property"), together with all privileges, easements and appurtenances pertaining thereto being purchased by Seller pursuant to the APA including any right, title and interest of Seller in and to adjacent streets, alleys, rights-of-way, leases, rents, security deposits, fixtures, licenses and permits with respect to the Real Estate or the Personal Property. Notwithstanding the foregoing or any other provision of this Agreement, Seller shall not be required to deliver any more or better title to or amount of Property than that which it receives from its predecessor in Title, Swifty Oil Co., Inc. or Swifty Transportation, Inc.
- C. **PURCHASE PRICE:** The purchase price ("Purchase Price") for the Property shall be the gross sum of Three Hundred Twenty Thousand and no Dollars (\$320,000.00) payable in the amount of \$80,000.00 in cash at Closing and the delivery of a Promissory Note for the remainder of the Purchase Price and any additional costs to Buyer hereunder. At Closing Buyer and Seller shall agree on the allocation of the Purchase Price between and among the Real Estate and Personal Property at Closing for purposes of title insurance, tax, and accounting purposes. In addition to the Purchase Price, Buyer shall either pay Seller for all inventory at the Real Estate at the same price that Seller has purchased the same from Swifty, or purchase the same directly from Swifty, at Seller's option, in accordance with the APA. Buyer shall be responsible for paying any inventory counting service charges payable by Seller under the APA.
- D. **EARNEST MONEY:** Upon the execution of this Agreement, Buyer shall deposit the sum of Thirty Five Thousand and no Dollars (\$35,000.00) as earnest money ("Earnest Money") to be held by Seller. Except as otherwise provided by this Agreement, if Buyer terminates this Agreement prior to Closing the Earnest Money shall not be refundable to Buyer and shall be fully earned by Seller.
- E. **CLOSING:** The Closing of the sale of the Property shall take place at the title company selected by Seller ("Title Company") on or before the 5th day after the Closing on the Property by Seller under the APA (the "Closing Date"), unless the Closing Date is extended in writing by Seller and Buyer, in each of their sole discretion.
- F. **POSSESSION:** The possession of the Property shall be delivered to Buyer, subject to the rights of any tenants in possession, in AS IS/WHERE IS condition without representation or warranty of any kind, on the Closing Date.
- G. **REAL ESTATE TAXES:** The taxes relating to the Property shall be prorated between Buyer and Seller as they are prorated between Seller and Swifty under the APA.
- H. **INSURANCE AND RISK OF LOSS:** Seller shall pass through to Buyer all rights to insurance and Seller accepts same and all risk of loss of Seller under the APA.
- I. **TITLE AND SURVEY.**
1. **Title and Deed.** On the Closing Date, Seller shall sell and convey to Buyer title to the Property in fee simple by a duly acknowledged and executed limited warranty deed (the "Deed") in essentially the same form as that attached to the APA, subject to such matters as allowed under the APA and also subject to the following:

(collectively the "Permitted Exceptions"):

- a. statutory liens for current state, county and local real estate, personal property and other taxes, charges and assessments assessed or accrued with respect to the Property for the period from and after the Closing that are not yet delinquent, which taxes shall be adjusted as provided in this Agreement;
- b. existing encroachments, easements, rights of way, covenants, reservations and restrictions in the chain of title to the Real Estate or existing thereon;
- c. all matters shown in the Title Commitments as revised by the Title Company in a "mark up" of the Title Commitments that is legally binding on the Title Company;
- d. all building and zoning Laws affecting the Real Estate;
- e. Encumbrances and any matters created or arising as a result of Purchaser's or its agents', employees', contractors' or representatives' entry upon the Real Estate or other inspection of the Property;
- f. matters shown in the Surveys or that would otherwise be shown on an accurate ALTA/ACSM survey of the Real Estate; and
- g. Encumbrances arising by operation of Law in connection with worker's compensation, unemployment insurance, old age pensions and social security benefits which are not overdue.

2. **Survey.** No closer than 15 days prior to Closing, Seller shall deliver to Buyer a copy of the survey for the Real Estate that Seller receives under the APA. Seller shall cause such survey to also be certified to Buyer. Any update of such survey, or any other survey work for the Real Estate, shall be at the sole expense of Buyer. Seller does not represent or warrant the area or legal description of the Real Estate or any structures or buildings on the Real Estate, as the parties agree that Buyer shall rely solely on its own due diligence to determine such area.

3. **Title Insurance.** No closer than 15 days prior to Closing, Seller shall deliver the Owner's Commitment of Title Insurance ("Title Commitment") for the Real Estate as obtained by Seller under the APA; provided however, that any update of a Title Commitment, or any other title work for the Real Estate (including Owner's and Lender policies), shall be at the sole expense of Buyer.

4. **Seller's Title Documents.** Subject to the terms and provisions of this Agreement, Seller agrees to execute, acknowledge and deliver to the Title Company on or before the Closing Date, such affidavits or other documents and instruments in form and content satisfactory to Seller and as the Title Company may reasonably require as a condition to issue the final Owner's Title Policy ("Seller's Title Documents").

J. **DUE DILIGENCE.** Buyer acknowledges that Buyer has fully inspected the Property and has satisfied itself with the condition thereof, including without limitation, the environmental condition and physical operating condition thereof. To the extent possible under the APA, Seller agrees to allow Buyer to conduct such further due diligence on the Property as provided for under the APA.

K. **SELLER'S DISCLAIMER OF WARRANTIES; RELEASE OF SELLER.**

1. **GENERAL.** BUYER HEREBY EXPRESSLY ACKNOWLEDGES THAT, PRIOR TO THE END OF THE DUE DILIGENCE PERIOD, BUYER WILL HAVE THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY BUYER IN ORDER TO ENABLE BUYER TO EVALUATE THE PURCHASE OF THE PROPERTY. BUYER IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS AND BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF. UPON CLOSING, BUYER WILL ASSUME THE RISK OF ANY ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS THAT MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. ALL OF SELLER'S OBLIGATIONS AND LIABILITIES HEREUNDER WITH RESPECT TO THE PROPERTY SHALL BE DEEMED MERGED INTO THE DEED. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT BUYER IS ACQUIRING THE PROPERTY ON AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" BASIS, WITHOUT REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, OF ANY KIND OR NATURE, EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT. BUYER HEREBY WAIVES AND RELINQUISHES ALL RIGHTS AND PRIVILEGES ARISING OUT OF, OR WITH RESPECT OR IN RELATION TO, ANY REPRESENTATIONS, WARRANTIES OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WHICH MAY HAVE BEEN MADE OR GIVEN, OR WHICH MAY HAVE BEEN DEEMED TO HAVE BEEN MADE OR GIVEN, BY SELLER OR ITS AGENTS OR REPRESENTATIVES,

EXCEPT FOR THOSE EXPRESSLY SET FORTH IN THIS CONTRACT. UPON THE CLOSING, BUYER AGREES TO ASSUME ALL RISK AND LIABILITY (AND AGREES THAT SELLER WILL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY.

2. SPECIFIC. WITHOUT LIMITING THE GENERAL PROVISIONS OF PARAGRAPH (1) ABOVE, BUT SUBJECT TO THE PROVISIONS OF PARAGRAPH (3) BELOW, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, AS TO MATTERS OF TITLE, ZONING, OPERABILITY, COMPLIANCE WITH STATUTES, LAWS, REGULATIONS, ORDINANCES, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION: (I) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY AND (II) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. BUYER FURTHER ACKNOWLEDGES THAT SELLER HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT, THE PROPERTY NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY, BUILDING, ZONING OR PLATTING CODES, ENVIRONMENTAL LAW OR LAWS OF THE COUNTRY, STATE, COUNTY OR CITY IN WHICH THE PROPERTY IS LOCATED OR ANY OTHER AUTHORITY OR JURISDICTION.

3. RELEASE. TO CONFIRM THE PARTIES' INTENTIONS HEREUNDER, UPON CLOSING OF THIS TRANSACTION, BUYER FOR ITSELF AND FOR ITS PRESENT AND FUTURE PARENTS, SUBSIDIARIES, AFFILIATES, MEMBERS, AGENTS, EMPLOYEES AND FOR ITS SUCCESSORS IN TITLE (INCLUDING, WITHOUT LIMITATION, EACH PRESENT AND FUTURE OWNER, GROUND LESSEE AND TENANT OF ALL OR ANY PORTION OR INTEREST IN THE PROPERTY) (COLLECTIVELY THE "BUYER AND RELEASING PARTIES") SHALL BE DEEMED TO HAVE AUTOMATICALLY AND IRREVOCABLY WAIVED, DISCHARGED AND RELEASED SELLER AND ITS DIRECTORS, OFFICERS, EMPLOYEES, SHAREHOLDERS, AFFILIATES, SUCCESSORS, PREDECESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, AGENTS AND ATTORNEYS FROM ANY AND ALL CONTINGENT OR NON-CONTINGENT RIGHTS, DEMANDS, CLAIMS, OBLIGATIONS, CAUSES OF ACTION, LIENS, SUITS, CONTROVERSIES, CHARGES IN ACTION, LIABILITIES, DEBTS, FEES, FINES, PENALTIES AND DAMAGES (INCLUDING, WITHOUT LIMITATION, ATTORNEY, ENGINEERING AND CONSULTANT FEES, INVESTIGATORY CLAIMS, ENVIRONMENTAL RESPONSE AND/OR REMEDIATION COSTS, REAL PROPERTY DAMAGES, NATURAL RESOURCE DAMAGES, DAMAGES FOR LOST PROFITS AND LOST OPPORTUNITIES), WHETHER ASSERTED AT LAW OR IN EQUITY, WHETHER KNOWN OR UNKNOWN, WHETHER BASED IN CONTRACT, TORT, COMMON LAW OR STATUTE, WHETHER UNDER FEDERAL, STATE OR LOCAL LAW, RULE, REGULATION OR ORDINANCE (COLLECTIVELY, "CLAIMS"), THAT CONCERN, ARISE OUT OF OR RELATE TO THE ENVIRONMENTAL CONDITION OF THE PROPERTY OR THE PRESENCE OF ANY POLLUTANT, WASTE OR HAZARDOUS SUBSTANCE ON, AT, IN OR UNDER THE IMPROVEMENTS AT THE PROPERTY OR THE SOIL, GROUNDWATER OR SURFACE WATER AT THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT; THE RESOURCE CONSERVATION AND RECOVERY ACT; THE HAZARDOUS MATERIALS TRANSPORTATION ACT; THE CLEAN WATER ACT; THE CLEAR AIR ACT AND ALL STATUTES, LAWS, ORDINANCES, RULES, REGULATIONS, RULINGS, ORDERS, PERMITS AND OTHER REQUIREMENTS OF ALL APPLICABLE GOVERNMENTAL JURISDICTIONS PERTAINING TO ENVIRONMENTAL MATTERS OR HUMAN HEALTH AND SAFETY AT, ON, TO, FROM, ABOVE AND/OR UNDER THE PROPERTY. THE PARTIES DESIRE THAT THIS RELEASE BE GIVEN THE BROADEST POSSIBLE INTERPRETATION.

4. ADDITIONAL DISCLAIMER. BUYER ACKNOWLEDGES, AGREES, AND UNDERSTANDS THAT SELLER IS NOT AND HAS NOT BEEN THE HISTORICAL OWNER OF THE PROPERTY AND HAS HAD NO PART IN THE CONSTRUCTION OF THE EXISTING IMPROVEMENTS OR TO THE FULLEST EXTENT POSSIBLE, BUYER AND SELLER AGREE THAT ANY DISCLAIMER OF WARRANTY SET FORTH IN THE APA APPLICABLE BETWEEN SELLER AND SWIFTY SHALL BE EQUALLY APPLICABLE AS A DISCLAIMER OF WARRANTY BY SELLER WITH RESPECT TO THIS AGREEMENT AND BUYER.

L. **PRORATIONS AND SPECIAL ASSESSMENTS:** Any rents, Personal Property taxes, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as set forth in the APA.

M. **BUYER'S OBLIGATION TO PAY EXPENSES AND ATTORNEY FEES:** All sales expenses and closing costs shall be paid by Buyer at the Closing, including, but not limited to, Seller's attorney fees related to this Agreement and the Closing, all attorneys fees incurred by Seller for purchasing the Property under the APA (if not directly ascertainable, then in a percentage based upon the total number of locations being purchased by Buyer and the total number of locations purchased under the APA, all costs incurred by Seller for surveying the Real Estate, all costs incurred by Seller for any and all environmental and other due diligence investigations, and for all rebranding costs incurred by Seller related to the canopy, pumps, and signs. Buyer acknowledges that Seller has already allocated \$15,000 of the Purchase Price to such costs. If such costs amount to more than \$15,000.00, Buyer shall be responsible for all such additional costs in addition to the Purchase Price. If Seller is providing any register systems (e.g. Topaz system) or any other equipment or system in addition to the above, such cost shall be in addition to the \$15,000 allocation referenced above and not included therein.

N. **DEFAULT:**

1. **Seller's Default and Buyer's Remedies.** In the event the sale of the Property is not consummated solely because of a material default under this Agreement on the part of Seller, and Seller fails to cure such material default within twenty (20) business days following receipt of written notice from Buyer of the specific material default, and thereafter Seller fails to complete the sale of the Property to Buyer as provided herein, Buyer shall be entitled, as its sole and exclusive remedy, whether at law or in equity, to either: (1) terminate this Agreement by delivery of written notice of termination to Seller, whereupon the Earnest Money shall be immediately returned to Buyer, and neither party shall have any further liability or obligation to the other hereunder; or (2) continue this Agreement and bring an action for specific performance hereof without right to any damages, but only if Buyer deposits with the Title Company, within three (3) business days following the scheduled Closing Date, reasonable written evidence of the immediate availability of good funds and/or loan commitments necessary to fund the Purchase Price together with all closing documents required hereunder from Buyer and Buyer files such specific performance action within fifteen (15) days following the scheduled Closing Date and diligently prosecutes such action to completion. Buyer shall not be entitled to record a lien or lis pendens against the Property other than in connection and concurrently with the filing of such specific performance action.

2. **Buyer's Default and Seller's Remedies.** If Buyer materially defaults under or materially breaches any obligation of Buyer under this Agreement and fails to cure such material default or material breach within five (5) business days following receipt of written notice from Seller of the specific material default or breach, then Seller shall be entitled to terminate this Agreement by delivering written notice thereof to Buyer and the Title Company and Seller shall be entitled to retain the Earnest Money. If Buyer fails to complete the purchase of the Property as provided in this Agreement by any reason other than a material default of Seller, Seller's sole remedy shall be to terminate this Agreement and receive the Earnest Money as liquidated damages and Seller shall be released from its obligation to sell the Property to Buyer.

O. **DUTIES OF BUYER AND SELLER AT CLOSING:**

1. At the Closing, Seller shall deliver to Buyer, at Buyer's sole cost and expense (in accordance with section M above), the following:

- a. The duly executed and acknowledged Deed;
- b. An executed Vendor's Affidavit in form acceptable to the Title Company;
- c. Evidence of Seller's capacity and authority for the closing of this transaction;
- d. Certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act, or consent to withhold tax from the proceeds of sale as required, unless it is established that the transaction is exempt;
- e. An executed Reseller's Agreement for National Oil & Gas, Inc. agreeing to provide fuel to the Real Estate.
- f. All other executed documents necessary to close this transaction.

2. At the closing, Buyer shall perform, at Buyer's sole cost and expense, the following:

- a. Pay the Purchase Price cash portion of the Purchase Price, in the form of a cashier's check or other immediately available funds;
 - b. Loan documents as supplied by Seller and paid for by Buyer (in addition to Section M expenses) for the financed portion of the Purchase Price including without limitation: Promissory Note, a mortgage; security agreement; personal guaranty by all of the Buyer's owners; mortgagor's affidavit; and a restrictive covenant preventing any other entity or person other than National Oil & Gas, Inc. from supplying fuel to the Real Estate for a period of 15 years from the Closing Date.
 - c. Pay all Buyer expenses and Buyer's Attorney fees;
 - d. Provide evidence of its capacity and authority for the closing of this transaction;
 - e. Execute all other documents necessary to close this transaction.
 - f. An executed Reseller's Agreement with National Oil Gas, Inc. providing for fuel deliveries by National Oil to the Real Estate.
 - g. Pay the purchase price for the inventory in cash and in accordance with Section C above, together with the cost of all inventory counting services.
- P. **CONTINGENCIES:** Seller shall not be obligated to close and shall have no liability to Buyer in the event that any of the following apply and Buyer's sole remedy shall be the return of the Earnest Money.
1. The APA fails to close; or
 2. Swifty rejects any assignment of any rights or obligations under the APA to Buyer.
- Q. **ASSUMPTION OF OBLIGATIONS:**
1. Buyer expressly agrees to fully cooperate with any perform any and all post-closing obligations of Seller to Swifty under the APA with regard to the Property under Sections 1.3, 3.4 (Buyer agrees to purchase the inventory relating to the Real Estate), 8.7, 8.8, 12.2 and 13.7(b) and further agrees that Buyer shall be responsible for such obligations to Seller as well to the extent Seller is obligated thereunder to Swifty.
- R. **CONDEMNATION:** Seller shall promptly notify Buyer in writing of the commencement of any condemnation proceedings against any portion of the Property. If such condemnation proceedings are commenced, Buyer, at its option, may (1) terminate this Agreement by written notice to Seller within fifteen (15) days after Buyer is advised of the commencement of condemnation proceedings, or (2) appear and defend in any condemnation proceedings, and any award shall, at Buyer's election, (a) become the property of Seller and reduce the purchase price by the same amount or (b) shall become the property of Buyer and the purchase price shall not be reduced.
- S. Buyer agrees to fully cooperate with Seller and Swifty in all manner and ways regarding the remediation of any environmental conditions on the Real Estate including without limitation the assignment of any and all rights to reimbursement from any governmental agency for work done by Swifty and/or Seller.
- T. **RESPONSIBLE PROPERTY TRANSFER LAW:** Purchaser acknowledges that Seller has retained Matrix Capital Markets Group, Inc. ("Matrix") to act as its financial advisor in connection with the sale of the Assets and the transactions contemplated by this Agreement. Seller shall be responsible for any fees due to Matrix. Purchaser shall be responsible for and pay any brokerage commission or other fees legally determined to be due to any broker or advisor claiming by, through or under Purchaser and, as between Seller and Purchaser, shall also be responsible for and pay any loss, liability, damage, cost or expense (including, without limitation, reasonable attorneys' fees) paid or incurred by Seller by reason of any claim to any broker's, finder's or other fee in connection with the transactions contemplated by this Agreement by any such broker or advisor, except to the extent that it is conclusively determined in a judicial proceeding that such fee is payable as a result of an express contract or undertaking by Seller to pay the same.
- U. **CONFIDENTIALITY:** Except as required by law, Buyer shall not disclose any information concerning the Property or this Agreement (whether provided by Seller or obtained by Buyer), including, but not limited to: the results of any inspections or title review; the results of all physical or environmental inspection activities at or relating to the Property; the contents of any reports concerning the Property; the terms of this Agreement; or any other agreement between Seller and Buyer except to Buyer's directors, attorneys, officers, employees, existing and potential financing sources, agents and governmental entities requiring disclosure of same, but only to the extent necessary in connection with the consummation of this transaction or pursuant to the requirements of any law, rule or order. If this Agreement is terminated, upon written request by Seller, Buyer shall deliver to Seller all data, reports or other information prepared by or on

behalf of Buyer related to or arising out of the transaction contemplated by this Agreement, stored electronically or otherwise, and return to Seller all of Seller's Property documents and all copies of same made by Buyer within ten (10) days after such termination. In addition, Buyer hereby assumes all confidentiality obligations of Seller in that certain Asset Purchase Agreement between Black Gold Ventures of Indiana, LLC, as buyer, and Swifty Oil Co., Inc. and Swifty Transportation, Inc., as seller, which are incorporated herein by reference. The provisions of this section shall survive Closing or termination of this Agreement.

- V. INDEMNIFICATION BY BUYER:** Indemnification by Buyer. Buyer shall save, defend, indemnify and hold harmless Seller and all owners, directors, officers, affiliates, representatives, agents, successors and permitted assigns of Seller (each a "Seller Indemnified Party" and, collectively, the "Seller Indemnified Parties") from and against any loss, expense (including without limitation attorney fees, witness fees and court costs), damage, liability, cost, action or cause of action ("Loss") that is sustained or incurred by any of the Seller Indemnified Parties as a result of or relating to (a) any Assumed Liabilities as defined under the APA, which Assumed Liabilities, Buyer agrees to assume only as they pertain to the Property being purchased by Buyer under this Agreement (b) any breach, inaccuracy or nonperformance by Buyer of any of its representations, warranties, covenants or agreements set forth in this Agreement or other document delivered by Buyer in connection with the transactions contemplated in this Agreement, (c) the ownership, lease, operation, use or commercialization of the Property after Closing, and (d) any activities of Buyer or its agents, employees, representatives, invitees, licensees, contractors or inspectors on the real property owned or leased by Seller, including without limitation acts of Buyer and/or Buyer's agents, employees or contractors in performing any due diligence investigation of the Property.

W. MISCELLANEOUS:

1. Any notice, request or demand hereunder may be given or furnished to or served upon a party at the address set forth below by hand; certified mail, return receipt requested; facsimile transmission or express overnight delivery:

If to Buyer: LLB 3 Food Mart LLC
405 W 10th Street
Columbus, IN 47201

With a Copy to: Guljinder Singh
405 W 10th Street
Columbus, IN 47201

If to Seller: Black Gold Ventures Indiana, LLC
409 N Main St
Bluffton, IN 46714

With a Copy to: Haller & Colvin, P.C.
Attention: Jeffrey B. Harding
444 East Main St.
Fort Wayne, IN 46802
Facsimile: (260) 426-2218

Notice shall be deemed given five (5) days after notice is deposited with the U.S. Mail, the next delivery day following timely deposit with an express overnight delivery service and at the time of hand delivery or facsimile transmission.

2. This Agreement shall be construed in accordance with the laws of the State of Indiana.

3. Time is of the essence. Time periods specified in this Agreement and any addenda are calendar days and shall expire at midnight of the date stated unless the parties agree otherwise in writing.

4. This Agreement is binding upon and for the benefit of the parties' respective heirs, administrators, executors, legal representatives, successors, and assigns. No assignment of this Agreement shall release a party from liability for its obligations hereunder.

5. If any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision.

6. This Agreement constitutes the entire agreement of the parties and cannot be changed except by their written consent.

7. Buyer may not assign or transfer its rights or obligations under this Agreement without the prior written consent of Seller (in which event the transferee shall assume in writing all of the transferor's obligations hereunder, but the transferor shall not be released from its obligations hereunder) which may be granted or withheld in Seller's sole discretion.

8. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, surveyors, engineers, consultants, environmental inspectors and contractors. Broker(s) has no responsibility for the performance of any service provider and/or inspector. Buyer and Seller are free to select providers/inspectors other than those referred or recommended to them by Broker(s). Where the word "Broker" appears, it shall mean "Licensee" as provided in IC. 25-34.1-10-6.8.

9. As part of any judgment entered by any court, Seller shall be entitled to recover court costs and reasonable attorney fees from Buyer.

10. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that signatures that are faxed or electronically delivered through portable document format (.pdf) shall constitute original signatures and are binding on the parties. The original document shall be promptly executed and/or delivered, if requested. This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11. Each person executing this Agreement on behalf of a party represents and warrants that he or she has been authorized by all necessary action to execute and deliver this Agreement on behalf of such party.

12. **WAIVER OF JURY TRIAL.** BUYER AND SELLER HEREBY JOINTLY WAIVE AND RELEASE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY FORUM THAT EITHER OF THEM HAS OR MAY HAVE RESPECTING ANY DISPUTE ARISING OUT OF THIS AGREEMENT OR CONCERNING THE PROPERTY. BUYER AND SELLER REPRESENT AND WARRANT TO EACH OTHER THEY HAVE CONSULTED COUNSEL ABOUT THE ADVISABILITY OF THIS WAIVER AND THEY THEREFORE MAKE THIS WAIVER WITH FULL KNOWLEDGE AND UNDERSTANDING OF ITS IMPORTANCE AND EFFECT.

13. Buyer acknowledges and agrees that this Agreement is being executed for commercial purpose only and does not involve a consumer transaction. Buyer represents that it does not intend to use the Property as a personal residence, but only for business use, future resale or lease in order to make a profit. Accordingly, Buyer hereby waives any protection it may be entitled to under any consumer protection statute or law, including any common law applicable to residential real estate transactions.

14. Venue.

X. CONSULT YOUR ADVISORS: Buyer and Seller acknowledge they have been advised that, prior to signing this document, they should seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the property, including the possible presence of asbestos, hazardous and/or toxic materials and underground storage tanks.

Y. CONFIRMATION OF AGENCY RELATIONSHIPS: Buyer and Seller acknowledge that each has received agency office policy disclosures, had agency explained and now confirm their agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER:

BLACK GOLD VENTURES INDIANA, LLC

By: [Signature]
Name: FRANK J. MOORE, III, L.D.
Title: Vice President - member
Date: 5-14-14

BUYER:

LLB 3 Food Mart LLC

By: [Signature]
Name: LAURENCE R. WILSON
Title: Authorized Member
Date: 05/09/2014

Store 142

CERTIFICATE OF AUTHORITY TO TRANSACT BUSINESS

Name of Entity: **LLB 3 FOOD MART LLC**

Date of Organization: April 10, 2014

State of Organization: Indiana

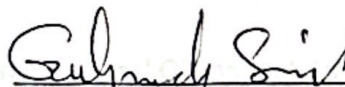
Registered Agent: Guljinder Singh

Registered Address: 405 10th Street
Columbus, IN 47201

Members: Guljinder Singh (Managing Member)
Lakhwinder Singh
Jaswinder Bhatti

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

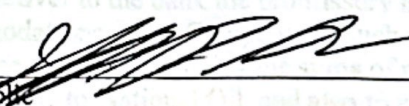
Guljinder Singh, as Managing Member of LLB 3 Food Mart LLC, a member-managed Indiana limited liability company (the "Company"), deposes and says that he has personal knowledge of the facts above stated, that they and each of them are true as of this date, and that Guljinder Singh, as Managing Member of the Company, has been granted the authority by the consent of all of the Members to execute and deliver any and all documents and instruments on behalf of the Company (including, but not limited to, purchase agreements, closing statements, assignments, disclosure statements), to expend Company funds, and to do whatever is reasonably necessary to complete the purchase, as assignee of Black Gold Ventures Indiana LLC, of the real property and improvements, fixtures, furnishings, inventory, and other personal property located at 306 N. Main Street, Salem, Washington County, Indiana (a/k/a Swifty #142) from Swifty Oil Co., Inc. The members of the Company have been authorized, by unanimously adopted resolutions, to execute any and all instruments and other documents necessary to secure financing from National Oil & Gas, Inc. of Bluffton, Indiana, including loan agreements, security agreements, promissory notes, mortgages, and financing statements.



Guljinder Singh

Subscribed and sworn to before me this 21 day of May, 2014.

My Commission Expires: _____



Notary Public
Resident of _____ County, Indiana.

Attest: _____



Jeffrey R. Klaehn, Notary Public
Allen County, State of Indiana
My Commission Expires 1-24-16

Lakhwinder Singh, Member

Jaswinder Bhatti, Member

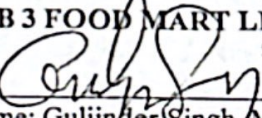
PURCHASER'S CERTIFICATE

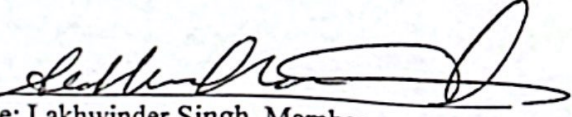
The undersigned, **LLB 3 FOOD MART LLC** ("Purchaser"), hereby certifies as follows in accordance with Section 9.1(a) and 9.1(b) of the Asset Purchase Agreement by and between Swifty Oil Co, Inc. ("Swifty Oil"), Swifty Transportation, Inc. ("Swifty Transportation" and with Swifty Oil, each and together, "Seller") and Black Gold Ventures Indiana LLC ("BGV"), dated March 11, 2014 (the "Purchase Agreement"), as assigned by BGV to Purchaser pursuant to the Assignment and Assumption Agreement dated May 20, 2014 executed among Seller, Purchaser and BGV (the "Assignment"):

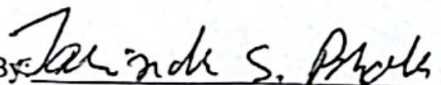
1. The representations and warranties made by Purchaser contained in the Assignment are true and correct in all material respects on the date hereof.
2. Purchaser has performed and complied in all material respects (a) with all of the provisions of the Assignment, and (b) with all provisions of the Purchase Agreement constituting, describing, implementing or giving rise to the "Assumed Obligations" specified in the Assignment or otherwise applicable to Purchaser by virtue of the Assignment.
3. PURCHASER HEREBY (A) REPRESENTS, WARRANTS AND CERTIFIES THAT: PURCHASER IS AWARE OF THE PURPOSE AND INTENT OF THE IRPTL DISCLOSURE DOCUMENT(S) AND PURCHASER WAIVES THE THIRTY (30) DAY DEADLINE SET FORTH IN IC 13-25-3-2, AND ACCORDINGLY, SELLER IS NOT REQUIRED TO DELIVER THE IRPTL DISCLOSURE DOCUMENT(S) TO PURCHASER THIRTY (30) DAYS BEFORE THE CLOSING; AND (B) ACKNOWLEDGES AND AGREES THAT AT OR AFTER CLOSING, PURCHASER SHALL RECORD THE IRPTL DISCLOSURE DOCUMENT(S) AGAINST THE REAL PROPERTY IN THE OFFICE OF THE RECORDER OF THE RELEVANT COUNTY, AND SELLER SHALL PROVIDE A COPY OF THE IRPTL DISCLOSURE DOCUMENT(S) TO THE INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT.

IN WITNESS WHEREOF, this certificate is executed as of the 20th day of May, 2014.

LLB 3 FOOD MART LLC

By: 
Name: Guljinder Singh, Member

By: 
Name: Lakhwinder Singh, Member

By: 
Name: Jaswinder Singh Bhatti, Member