

the real estate so long as it is owned by SSS 1, LLC.

Now Therefore, it is further understood and agreed by and between the Parties hereto that this Agreement, that the following Restrictions will run with title to the real estate in the City of Hammond, County of Lake, and state of Indiana, more particularly described in Exhibit A attached hereto, so long as said premises are owned by SSS 1, LLC., as a condition of the Real Estate and as a condition of the continued Operation of the business on the premises:

1. Additional Insurance: It is Agreed by SSS 1, LLC, that as Purchasers of the business and the real estate, in addition to the Insurance requirements of Paragraph 3 of the Real Estate Mortgage, the companies will maintain and carry business liability insurance on the premises, or on the businesses being operated in the premises, with adequate casualty and liability insurance coverage on all assets. The Seller will be listed as loss payee on this policy. The deductible on the policy will not be more than \$1,000.00. The coverage amounts shall be subject to the Seller's approval. Copies of the Insurance Policies shall be delivered to Sellers at closing and upon the renewal of any policy.

Secondly, as noted below under ENVIRONMENTAL MATTERS hereunder, Purchaser is obligated to carry insurance against environmental contamination or spills. The coverage amounts shall be subject to the Seller's approval. Copies of the Insurance Policies shall be delivered to Sellers at closing and upon the renewal of any policy.

2. Environmental Matters: Seller states and acknowledges that at the time of the conveyance of the premises to Purchaser, there is no known environmental contamination on the premises. There have been no recent fuel/oil spills. Seller has provided Purchaser with information regarding the environmental history of the site. Seller has demonstrated and explained to Purchaser that there was environmental litigation between Seller and the party from whom it purchased the premises. That the parties engaged in this litigation from 1991 through 2006. The previous owner was held responsible for cleaning up the site. The cleanup was completed. IDEM (Indiana Department of Environmental Management) monitored the Cleanup and on April 10, 2006, issued its Letter advising that the Cleanup was completed and that "No further action" was required. A copy of the Release letter is attached hereto as Exhibit A.

It is further noted that the Seller did install new underground fuel storage tanks, fuel piping, as well as new fuel dispensers on/under the premises in 2010. The new tanks and equipment were properly registered IDEM. A copy of the Registration forms are attached hereto as an Exhibit.

As Noted in Paragraph 1 above, Purchaser will maintain and pay for Insurance against any future environmental contamination or fuel spills. Copies of such policies shall be delivered to

Seller.

3. Condition of the Real Property: Buyers accepts the Real Property in its present condition at the timed of conveyance, "as-is" without any type of warranty thereon. Buyer further understands that Seller has not made and does not make any representations or warranties of any kind as to the condition of the Property, buildings, improvements or fixtures located thereon, and/or the location of the boundaries of the Property.

4. Condition of Business: It is understood that Purchaser, SSS 2, LLC., has purchased the Convenience Store business situated on the premises, together with the inventory of that business, from Simran, Inc. It is agreed that Purchaser has spent time at the business and observed the operation of the business, observed sales and the condition of the business. Purchaser confirms that it has received no warranties from Seller as to the condition of the business, sales figures, or profitability. Purchaser is buying said business at it own risk. The viability of the business is not warranted in this Land Contract and not a factor for consideration hereunder.

5. Risk of Loss and Insurance: Risk of loss by fire, theft, or other casualty is on the Buyer. The Buyer agrees to keep the Property insured by at least content, liability, fire, casualty, hazard, and windstorm, insurance, with an insurance company satisfactory to the Seller for a sum not less than its full insurable value. All insurance proceeds shall be payable to the Seller. In the event of a loss by fire or other casualty, the rights and obligations of the parties shall be as follows:

a. If the damage to the Property and/ or building(s) is less than fifty (50%) percent of the total value of the improvements, the Buyer shall be obligated to repair or reconstruct, as the case may be, and the Seller shall either turn over the insurance proceeds to the Buyer or apply the proceeds directly to the costs of such repair or reconstruction, the Buyer being entitled to any surplus insurance funds over and above the costs of repair or reconstruction, and the Buyer being liable for any deficiency after application of the insurance money to such costs.

b. If the damage to the Property and/ or building(s) is in excess of fifty (50%) percent of the total value of the improvements, the Buyer shall have the option as to whether to repair or reconstruct following such casualty loss.

(1) If the Buyer elects not to repair or reconstruct, then the unpaid balance of the purchase price, together with accrued interest to date, but excluding unearned interest, shall at the option of the Seller become due and payable forthwith, and the insurance proceeds shall be applied toward the application of such sums, any surplus of the insurance proceeds over and above the Buyer's obligations shall be paid to the Buyer. In the event that the contract is paid out as a result of the application of the insurance proceeds, the Seller shall deliver a deed to the Buyer and consummate the transaction. In the event the contract is not paid out as a result of the application of the insurance process pursuant to an election not to repair or reconstruct after casualty, the proceeds shall be credited to the account of the Buyer and the Buyer will continue to make regular payments pursuant to the terms of the contract until the Buyer's obligations are satisfied and the contract consummated.

(2) If the Buyer elects to repair or reconstruct, the insurance proceeds shall be applied by the Seller to the costs of such repair or reconstruction, the Buyer shall submit the building plans to the Seller for approval, which approval shall be granted if the value of the land after the repair or reconstruction will equal or exceed the value of the land immediately prior to the casualty. If requested by the Buyer, the Seller will, after approval of the Buyer's building plans, turn over the insurance proceeds to an insurance trustee for the purpose of paying for the repairs or reconstruction. Any surplus of insurance proceeds over and above the costs of repair or reconstruction shall be delivered to the Buyer, and any deficiency remaining after application of such proceeds to the costs of repair or reconstruction shall be paid by the Buyer.

6. Maintenance of Property: The Buyer will not permit, commit or suffer waste and will maintain the Property at all times in a state of good repair and condition, and will not do or permit to be done anything to the Property that will in any way impair or weaken the security of the Seller's Mortgage Lien. In case of the refusal, neglect or inability of the Buyer to repair and maintain said Property, the Seller may, at the Seller's option, make such repairs or cause the same to be made, and advance money in that behalf, which sums advanced or costs of repairs shall be the obligation of the Buyer and shall be secured by the Mortgage.

7. Return of the Real Property: In the event Seller Mortgage is in default and it is necessary for Seller to foreclose, Buyer agrees to return the property to Seller in substantially the same condition, as it now exists, ordinary wear and tear excepted. Seller reserves the right to inspect the property at any time by giving Buyer reasonable notice.

8. Sale of Motor Fuel on the Premises: Under the terms of the Purchase Agreement executed by the Parties, Purchaser has purchased from Seller the premises situated at 3901 West 6502 Kennedy Ave; Hammond, Indiana 46323. As further noted herein, on these premises is situated a convenience store and gas station. It is presumed that Purchaser or its Lessee will be operating the gas station and selling motor fuel products. It is a condition of this Land Contract that SSS2, LLC, and/or its Lessee will enter into a branded product supply and trademark license agreement with American Petroleum, Inc., as a jobber of Marathon products and/or Marathon Petroleum Company LLC., so as to provide that American Petroleum Inc., will be the exclusive supplier of gasoline, diesel fuel and other motor fuel products (EXCEPTION TO E-85) on the location. Purchaser may obtain E-85 from another supplier.

Said exclusive agreement shall be for an initial term of Ten (10) years full details of the agreement are available from American Petroleum Inc. The agreement will provide for the following:

The following formula will be used for pricing Marathon products. It will be based on the Marathon jobber rate price plus a Three-quarter (3/4c) cent mark up, plus all applicable taxes, which include the following Federal oil spill ethanol, Federal gas tax, Marathon advertising fee, excise gas, pp gas sales tax, environment fee plus all applicable freight charges. The purchaser will abide by the Marathon Product Supply Agreement and would be responsible for all up keep as described in the Marathon Product Supply Agreement. If the purchaser fails to comply with the Product Supply Agreement, Marathon Petroleum would have the right to debrand the location and penalize the jobber and the dealer. The purchaser would be responsible for any such penalties or fines

levied by Marathon Petroleum. Marathon Petroleum also Mystery shops all its locations on a regular basis and we require a 91-100% score. If any location fails, such location is penalized in fees and penalties as follows: First failure \$150.00, second consecutive failure is \$500.00, and third or more consecutive failure would be \$1,000.00. Such failure could also lead to debranding the location by marathon.

In the case location gets debranded the purchaser would still be obligated to purchase all its fuel from American Petroleum Inc., independently.

Pursuant to Marathon policy, Gasoline rebate of 1.35 cents per gallon would be passed on to the purchaser if they qualify under the mystery shops and the Product Supply Agreement. This incentive payment is paid by Marathon on a quarterly basis.

The fuel invoices for delivery of fuel will be paid in a period of 7 days. The funds will be received in the form of EFT. If the Purchaser opts to pay fuel deliveries within 3 days, Purchaser would receive a ½ (Half of a cent) credit. In case the Purchaser plans to do so, Purchaser would notify Seller 30 days in advance.

~~Purchaser shall not have the option of choosing to debrand the facility.~~

~~Debranding the facility shall be cause for Purchaser to rescind this Contract and shall give the purchaser the right to demand the immediate payment in full of all sums and balances due under this Agreement.~~

~~Lastly, It is noted that these criteria regarding the Purchase of motor fuels for sale on the premises will be placed in the form of a restriction on the eventual deed from Seller to Purchaser conveying the premises to Buyer pursuant to this Contract for deed.~~

~~Attached hereto as an exhibit is a copy of the Branded Product Supply and Trademark License Agreement (Marathon Brand).~~

9. Use of Trade name/Business Name "Gallops": Purchasers shall not have the use of the trad name/business name "GALLOPS." The sale of the Business did not include the use of the Business Name, "GALLOPS," or the Gallops Logo/Trademark. In addition, contemporaneously with closing, Seller will remove all Gallops signs from the premises.

10. Assignment By Buyer: So long as there are any sums due and owing from Buyer to Seller relating to this sale, Buyer shall have the full possession, use and benefit of the premises. Purchaser shall have the right to Lease the premises to a third party, but in the event of such a lease, shall remain fully responsible for the Buyer's obligations under this Contract. Buyer shall not, so long as there are sums due, assign its interest in the premises to a third party without the express written consent of Seller.

11. Taxes: The Buyer agrees to pay all taxes, assessments, or impositions that may be legally levied or imposed upon said land apportioned as of the date of April 1, 2015.

Seller shall pay any delinquent taxes on the premises.

13. Attorneys fees/Litigation Costs: Should a dispute arise between the parties with respect to this transaction and there is litigation or a contest, the losing or non-prevailing party shall pay all expenses, costs, attorneys fees and court costs incurred by the other party in enforcing the terms, conditions and provisions of this Land Contract, including, but not limited to, actual attorneys fees and costs.

14. Governing Law: This Agreement, and all transactions contemplated hereby, shall be governed by, construed and enforced in accordance with the laws of the State of Indiana.

15. Severability: If any court determines that any provision of this contract is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this contract invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year first above written.

Executed by Seller in the presence of

AMERICAN PETROLEUM, INC.
An Indiana Corporation

N/A
_____)

N/A
_____)

Document is NOT OFFICIAL!
By:  _____ (L.S.)
(Harpreet Singh) President



15. Severability: If any court determines that any provision of this contract is invalid or unenforceable, any invalidity or unenforceability will affect only that provision and will not make any other provision of this contract invalid or unenforceable and such provision shall be modified, amended or limited only to the extent necessary to render it valid and enforceable.

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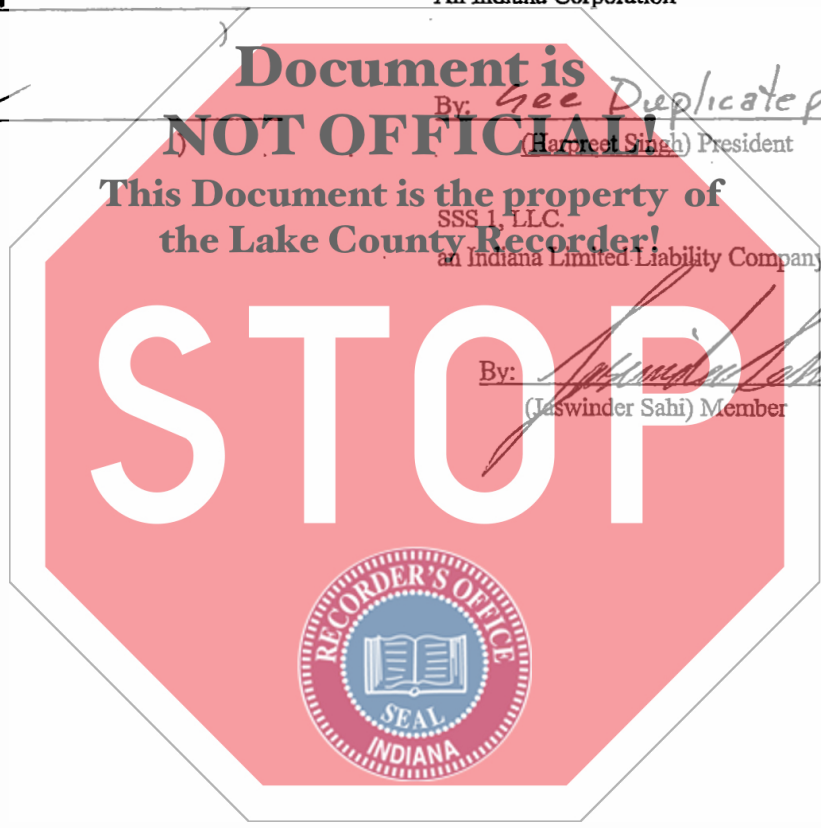
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AMERICAN PETROLEUM, INC.
An Indiana Corporation

N/A
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Document is NOT OFFICIAL!
By: Geet Duplicate page 6 (L.S.)
(Harpreet Singh) President

This Document is the property of the Lake County Recorder!
SSS 1, LLC.
an Indiana Limited Liability Company



By: Jaswinder Sahi (L.S.)
(Jaswinder Sahi) Member

State of Indiana, County of Elkhart ss:

Before me, the undersigned, a Notary Public in and for said County and State aforesaid, on this 8TH day of May, 2015, personally appeared **Harpreet Singh, President of American Petroleum, Inc, an Indiana corporation**, who acknowledged the execution of the foregoing power of attorney to be a voluntary act and deed for the uses and purposes therein set forth.

Sworn to and subscribed before me this 8TH day of May, 2015.

My Commission Expires: _____

Signature of Notary Public

Printed Name of Notary Public

Notary Public County and State of Residence

State of Indiana, County of Lake ss:

Before me, the undersigned, a Notary Public in and for said County and State aforesaid, on this _____ day of May, 2015, personally appeared **Jaswinder Sahi, Member of SSS 1 LLC, an Indiana limited liability company**, who acknowledged the execution of the foregoing power of attorney to be a voluntary act and deed for the uses and purposes therein set forth.

Sworn to and subscribed before me this _____ day of May, 2015.

My Commission Expires: _____

Signature of Notary Public

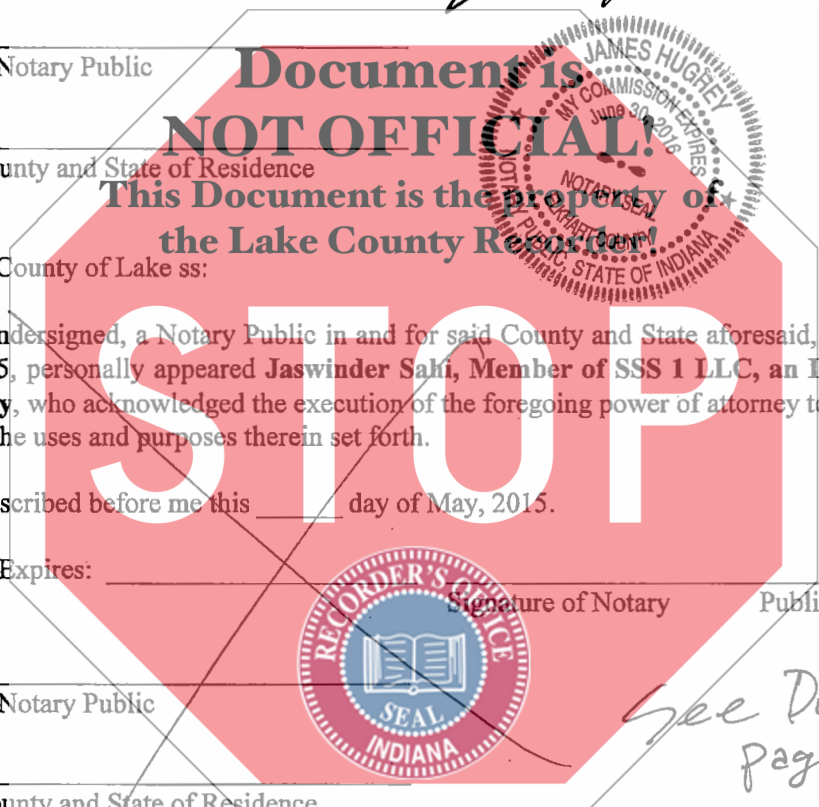
Printed Name of Notary Public

Notary Public County and State of Residence

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Howard Bush

Prepared by:

Howard Bush
BUSH & BUSH ATTORNEYS 140 E. Second
Street Constantine, MI 49042



See Duplicate page 7

State of Indiana, County of Elkhart ss:

Before me, the undersigned, a Notary Public in and for said County and State aforesaid, on this _____ day of May, 2015, personally appeared **Harpreet Singh, President of American Petroleum, Inc, an Indiana corporation**, who acknowledged the execution of the foregoing power of attorney to be a voluntary act and deed for the uses and purposes therein set forth.

Sworn to and subscribed before me this _____ day of May, 2015.

My Commission Expires: _____

See Duplicate
Signature of Notary Public

Printed Name of Notary Public

Notary Public County and State of Residence

State of Indiana, County of Lake ss:

Before me, the undersigned, a Notary Public in and for said County and State aforesaid, on this 11 day of May, 2015, personally appeared **Jaswinder Sahi, Member of SSS 1 LLC, an Indiana limited liability company**, who acknowledged the execution of the foregoing power of attorney to be a voluntary act and deed for the uses and purposes therein set forth.

Sworn to and subscribed before me this 11 day of May, 2015.

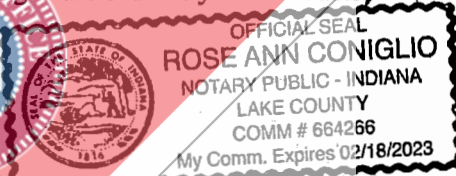
My Commission Expires: 2-18-23

Rose Ann Coniglio
Signature of Notary Public

Rose Ann Coniglio
Printed Name of Notary Public

Lake, IN

Notary Public County and State of Residence



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law. Howard Bush

Prepared by:

Howard Bush
BUSH & BUSH ATTORNEYS 140 E. Second
Street Constantine, MI 49042

EXHIBIT A

Lots 1 to 6, both inclusive, and the Easterly 9.27 feet of Lot 35, Block 1, Kaplan's Turner-Meyn Park, in the City of Hammond, as per plat thereof, recorded in Plat Book 20, page 4, in Lake County, Indiana, including that part of the First Alley lying West of Kennedy Avenue and running in a general Northerly and Southerly direction from 165th Street and on the north to the North line of the First Alley running in an Easterly and Westerly direction of the South, as vacated by Confirmatory Resolution No. 2237 adopted March 24, 1964 and recorded April 7, 1964, in Miscellaneous Record 893 page 332, as Document No. 555649, and except that part of lot 1, described as follows: Beginning at the Northeast corner of Lot 1, Block 1 of Kaplan's Turner-Meyn Park Addition to Hammond, Indiana, being a subdivision in the Northwest Quarter of Section 9, Township 36 North, Range 9 West of the 2nd Principal Meridian, as recorded in Plat Book 20 page 4, in the Office of the Recorder of Lake County, Indiana, thence South along the East line of said Lot 1, a distance of 13 feet; thence Northwesterly a distance of 19.89 feet more or less to a point on the North line of Lot 1, said point being 15 feet West of the Northeast corner of Lot 1; thence East a distance of 15 feet to the point of beginning.

