

This Instrument Prepared by and

To Be Returned to:

Ricky L. Thacker, Esquire
McDermott & Thacker, P.A.
791 West Lumsden Road
Brandon, Florida 33511

AGREEMENT FOR DEED

This AGREEMENT FOR DEED made and entered into this 22nd day of December, 2015, by and between **ST. LUCIE ENTERPRISES, LLC**, a Florida limited liability company, Contract Vendor, hereinafter referred to as "Owner", 1201 Oakfield Dr., Suite 109, Brandon, FL 33511, and **STUART PETRO HOLDINGS LLC and/or assigns**, Contract Vendee, hereinafter referred to as "Vendee", 17420 Northway Circle, Boca Raton, FL 33496.

WITNESSETH

For and in consideration of the premises hereinafter set forth, the Owner agrees to sell and convey to the Vendee the property known as Downtown Vero Shell located at 1600 14th Avenue, Vero Beach, Florida, which is more fully described in Exhibit "A" attached hereto, hereinafter called the "premises", located in Indian River County, Florida, together with all improvements, rights, privileges, easements and appurtenances belonging to or in any way pertaining to the said premises, in fee simple, free and clear of all encumbrances, except those noted on the Permitted Exceptions attached hereto on Exhibit "B".

1. **POSSESSION.** Vendee shall be entitled to take possession immediately upon execution of this Agreement.

2. **PAYMENT.**

A. **Purchase Price.** The Purchase Price of the premises shall be ***Five Hundred Thousand and 00/100 Dollars (\$500,000.00)***.

B. **Initial Premium.** Upon execution of this Agreement, Vendee shall pay to Owner, at Owner's address as hereinafter set forth, the sum of ***Fifty Thousand and 00/100 Dollars (\$50,000.00)***. This payment shall be applied to principal.

C. **Interim Payments.** Vendee shall pay to Owner, at Owner's address as hereinafter set forth, the balance of the purchase price or ***Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00)*** over a five (5) year period with interest at the rate of six percent (6%) per annum in installment payments (based on a twenty (20) year amortization with a five (5) year balloon) in the amount of ***Three Thousand Two Hundred Twenty Three and 94/100 Dollars (\$3,223.94)***, plus taxes, etc. set forth in Paragraph 5 below, on the first day of each and every month, in advance on the first day of the month for a period of five (5) years.

D. **Final Payment.** The final payment of the unpaid balance of ***Three Hundred Eighty Five Thousand Two Hundred Seventy Two and 13/100 Dollars (\$385,272.13)*** will be due at closing as provided in Paragraph 20 below.

The actual transfer of legal title from the Owner to the Vendee shall occur at the expiration of the five (5) year term in accordance with the procedure identified hereinafter in Paragraphs 19 and 20 below. If the term of this Agreement commences on a day other than the first day of a month, then the monthly payment for the balance of that month shall be prorated on a per diem basis.

3. **LATE CHARGES.** Owner may collect a late charge not exceeding five percent (5%) of the amount of each monthly payment more than ten (10) days in arrears to cover the extra expense involved in handling delinquent payments and this late charge shall be cumulative to and shall not be in lieu of Owner's remedies under this Agreement.

4. **UTILITIES.** The Vendee shall pay all charges for all utilities, including gas, electricity, water, sewer and telephone or other communication services used, rendered or supplied upon or in connection with the premises during the term of this Agreement.

5. **TAXES.** All taxes and assessments, including ad valorem taxes, tangible property taxes and special assessments levied against the premises shall be paid by the Vendee.

A. **Tax Assessments.** During the term of this Agreement, Vendee shall pay all taxes, assessments, rates, charges, license fees, municipal liens, levies, or excises, whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature, or kind, which may be levied, assessed, charged, or imposed, or which may become a lien or charge on or against the premises, or any part of the premises, the equipment located on the premises, the assets subject to this Agreement, the interest of Vendee herein, the premises described herein, any building or buildings, or any other improvements and/or equipment now or hereafter thereon, or on or against Vendee's interest hereby created which may be a subject of taxation, excepting only those taxes specifically excepted below in subparagraph B.

B. **Taxes Excepted.** Anything in this section to the contrary notwithstanding, Vendee shall not be required to pay any estate, gift, inheritance, succession, franchise, income, or excess profits taxes which may be payable by Owner or Owner's legal representative, successors, or assigns.

C. **Contesting Taxes.** If Vendee shall in good faith desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge herein agreed to be paid by Vendee, Vendee shall be permitted to do so, and to defer payment of such tax or charge, the validity or amount of which Vendee is so contesting, until final determination of the contest, on giving to Owner written notice thereof prior to the commencement of any such contest, which shall be at least 30 days prior to delinquency, and on protecting Owner on

demand by a good and sufficient surety bond against any such tax, levy, assessment, rate, or governmental charge, and from any costs, liability, or damage arising out of any such contest.

D. Characterization of Transaction. Owner and Vendee agree that this transaction shall be reported to the Internal Revenue Service by each of them as an installment sale of real property by Owner to Vendee. The balance of the purchase price to be reported in the year in which payment is made.

6. **USE OF PREMISES/ENVIRONMENTAL COMPLIANCE.** Vendee shall comply with all laws, orders and regulations of federal, state and county authorities relating to the use or occupancy of the premises, including all laws, regulations and ordinances (environmental requirements) relating to the storage and dispensing of petroleum products.

If any petroleum product contamination is discovered on the premises at any time and regardless of the cause, (a) Vendee shall solely under Vendee's name comply with all applicable environmental requirements to promptly, and at Vendee's sole risk and expense, remove, treat, and dispose of the contamination or if such action is prohibited, take whatever action is required, in addition to taking such other action as is necessary to have the full use and benefit of the premises as contemplated by this Agreement, and provide Owner with satisfactory evidence thereof. Within 15 days after completion of such remedial actions, Vendee shall obtain and deliver to Owner an Environmental Assessment of the premises made after such completion and confirming to Owner's satisfaction that all required remedial action as stated above has been taken and successfully completed and that there is no evidence or suspicion of any contamination or risk of contamination on the premises or any adjacent property, or of violation of any Environmental Requirement, with respect to any such contamination.

If either prior to the execution of this Agreement or prior to the closing (transfer of legal title) in accordance with this Agreement, petroleum product contamination requiring some level of supervised remediation should exist, Vendee agrees to designate The FGS GROUP (FGS) as the contractor of record and will allow said contractor to act on Vendee's behalf at Vendee's expense to complete the required remediation at the premises.

Vendee further agrees that they will contract the services of HyTech Petroleum Services (HyTech) to perform monthly monitoring of the petroleum dispensing system as required by the Florida Department of Environmental Protection (FDEP). Vendee further agrees that this required monitoring shall be conducted at its sole cost and expense.

A breach of any condition or requirement of the above described terms by Vendee shall constitute a breach of this agreement and shall entitle Owner to declare this agreement in default and to foreclose same and to recover damages for said breach.

7. **ENCUMBRANCE OF VENDEE'S INTEREST.** Vendee may not encumber by mortgage or deed of trust, or security instrument, its interest and estate in the premises or its acquisition rights created herein.

8. **LIENS.** Vendee shall keep all of the premises and every part of the premises and all buildings and equipment and other improvements at any time located on the premises free and clear of any and all mechanics', materialmen's, and other liens for or arising out of or in connection with work or labor done, services performed, or materials or appliances used or furnished for or in connection with any operations of Vendee, any alteration, improvement, or repairs or additions which Vendee may make or permit or cause to be made, or any work or construction, by, for, or permitted by Vendee on or about the premises, or any obligations of any kind incurred by Vendee. Vendee shall at all times promptly and fully pay and discharge any and all claims on which any such lien may or could be based, and shall indemnify Owner and all of the premises and all buildings, equipment and other improvements on the premises against all such liens and claims of liens and suits or other proceedings pertaining thereto. Vendee shall give Owner written notice no less than 30 days in advance of the commencement of any construction, alteration, addition, improvement, or repair estimated to cost in excess of ***Two Thousand Dollars (\$2,000.00)*** in order that Owner may post appropriate notices of Owner's non-responsibility.

9. **INDEMNITY-LIABILITY INSURANCE.** Vendee covenants and agrees to indemnify and save Owner harmless from and against any and all claims for damages or injuries to premises and/or for any personal injury or loss of life in, upon or about the premises arising for any reason whatsoever during the term of this Agreement.

The Owner shall keep in force during the term of this Agreement, liability insurance insuring the Owner and the Vendee of the same type and in the same amount as the Owner is required to maintain on the premises pursuant to its loan documents (Loan Agreement, Mortgage, and related Security Agreements) with the first mortgagee SunTrust Bank on the premises; which shall identify Owner and Vendee as "co-insureds" under said policy(ies). All of the costs and expenses associated with maintaining this coverage shall be borne exclusively by the Vendee. The Owner shall initially pay all such premiums and the Vendee shall reimburse it for same.

10. **CASUALTY INSURANCE.** Owner shall also keep the buildings, structures, equipment and other improvements now or hereafter erected or placed on the premises constantly insured for the benefit of Owner and Vendee as "co-insureds" against all loss and damage in an amount not less than the full insurable value thereof, such insurance to include flood (if required), fire and extended coverage. All of the costs and expenses associated with maintaining this coverage shall be borne exclusively by the Vendee. The Owner shall initially pay all such premiums and the Vendee shall reimburse it for same. All sums recoverable on any such insurance policies shall be made payable to Owner by a loss payable clause satisfactory to Owner, to be attached to such policies. In case of loss, Owner is hereby authorized to adjust and settle any claim under any such policy on behalf of both parties and Owner is authorized to collect and receipt for such insurance money and to apply the same, at Owner's option, in reduction of the indebtedness hereby secured, whether due or not, or to allow Vendee to use such insurance money, or any part thereof, in repairing the damage or restoring the improvements or other property without affecting the lien hereof for the full amount secured hereby.

11. **CONDEMNATION.** If the whole of the premises, or such portion thereof as will make the premises unsuitable for the purposes herein acquired, is condemned for any public or quasi-public use or purpose by any legally constituted authority prior to the date the acquisition contained hereinafter is consummated, then this Agreement shall be terminated and Vendee shall be entitled to be repaid the initial premium payment made under Paragraph 2B above. Such termination shall be without prejudice to the rights of either the Owner or the Vendee to recover compensation from the condemning authority for any loss or damage caused by such condemnation. Neither the Owner nor the Vendee shall have any rights in or to any award made to the other by the condemning authority.

12. **NO RIGHT TO SUBLET OR ASSIGN.** The Vendee not shall have the right to assign this Agreement.

13. **QUIET ENJOYMENT.** Owner covenants, warrants and represents that it has full right and power to execute and perform this Agreement and that Vendee, on payment of the sums herein reserved and performing the covenants and agreements herein contained, shall peaceably and quietly have, hold and enjoy the premises during the term of this Agreement.

Owner hereby covenants and agrees to make all payments due under the first mortgage in favor of **SunTrust Bank** in the original principal amount of \$11,170,000.00 dated February 20, 2008 which mortgage is recorded in the Public Records of Indian River County, Florida, except that Vendee shall be responsible for the payment of all taxes, assessments and other charges due as provided herein. In the event Owner fails to make any payments due on the above described first mortgage, the Vendee may make any such payment or payments and shall be entitled to a credit against the payment or payments next due hereunder for same.

14. **CROSS DEFAULT.** A default under this Agreement for Deed shall be considered a default under the Supply Agreement of even date herewith between Vendee and Automated Petroleum and Energy Company Incorporated and a default under said Supply Agreement shall be considered a default under this Agreement for Deed.

15. **COMPLIANCE AGREEMENT.** For and in consideration of Owner's entry into this Agreement, the Vendee hereby agrees to cooperate or re-execute any and all documentation deemed necessary or desirable in Owner's subjective discretion, in order to correct or to adjust for any clerical errors or omissions contained in any document(s) executed in connection with this transaction.

16. **ASSIGNMENT OF RENTS AND PROFITS.** As further and additional security for the performance of the terms and conditions of this Agreement, and for the payment of the amounts stipulated in this Agreement, Vendee hereby agrees that if Vendee is in default of its payment obligations, and so long as such default continues, or in the event that Vendee is in default under any of the provisions of this Agreement, Owner is hereby authorized and empowered, by its servants, agents, or attorneys, to enter on the premises and to collect and receive the rents, income and profits therefrom, and to apply the same to

the payment of amounts due on the Agreement, and for this purpose, Vendee hereby absolutely assigns, transfers and sets over to the Owner the rents, income and profits accruing from the premises. Nothing contained in the foregoing provision shall impair or affect any right or remedy which Owner might now or hereafter have, were it not for such provision but the remedy therein given shall be in addition to any others which the Owner may have hereunder.

17. **DUE ON SALE.** In the event that the real property or any interest therein described in this Agreement is sold or transferred, the interest rate on the promissory note secured by this Agreement shall immediately escalate to the highest rate allowed by Florida law and at Owner's sole option, the entire unpaid principal balance of the purchase price secured by this Agreement, together with all interest accumulated thereon, shall immediately become due and payable in full. A conveyance of a controlling interest in the Vendee to any person shall constitute a transfer of an interest in the real property for purposes of this Agreement.

18. **DEFAULT BY VENDEE.**

A. The following events shall be deemed to be events of default by Vendee under this Agreement:

- (1) If Vendee fails to pay any sum when due and such default continues for a period of more than ten (10) days.
- (2) If Vendee shall fail to comply with any term, condition or covenant of this Agreement, other than payment, and shall not cure such failure within ten (10) business days after written ten notice thereof to Vendee, or if such failure cannot reasonably be cured within the said ten (10) business days, Vendee shall not have commenced to cure such failure within said ten (10) business days and shall not thereafter, with reasonable diligence and good faith, proceed to cure such failure.
- (3) If Vendee (or any affiliate company or subsidiary) defaults under the Supply Agreement executed between the Vendee and Automated Petroleum and Energy Company Incorporated of even date herewith.
- (4) If Vendee shall become insolvent, or shall make a transfer in fraud of creditors, or shall make an assignment for the benefit of creditors.
- (5) If Vendee shall file a petition under any section or chapter of the National Bankruptcy Act, as amended, or under any similar law or statute of the United States or any state thereof; or Vendee shall be adjudged bankrupt or insolvent in proceedings filed against Vendee thereunder.

- (6) If a receiver shall be appointed for all or substantially all of the assets of Vendee.
- (7) If Vendee vacates or abandons the premises.

B. Upon the occurrence of an event of default, the Owner:

- (1) May foreclose out the Vendee's interest under this Agreement in the same manner as that provided for mortgage foreclosures under Florida law. In the course of doing so, it may accelerate the unpaid balance of the purchase price due and owing.
- (2) Pursue all available rights at law and in equity.

19. **ACQUISITION OF LEGAL TITLE.** In consideration of the initial acquisition premium of ***Fifty Thousand and 00/100 Dollars (\$50,000.00)*** to be paid by Vendee to Owner in accordance with Paragraph 2B above, Owner hereby sells and Vendee purchases the premises together with all improvements, rights, privileges, access easements, drainage easements, and appurtenances belonging to or in any way pertaining on the following terms and conditions:

A. **Purchase Price of Premises.** The full purchase price of the premises shall be ***Five Hundred Thousand and 00/100 Dollars (\$500,000.00)*** which amount, as adjusted for the initial acquisition premium and the credits provided for below, shall be payable by wire transfer at the expiration of the term of this Agreement as described in Paragraph 20 below.

B. **Credit of Acquisition Premium to Purchase Price.** The initial acquisition premium payments shall be credited toward the purchase price at the time of transfer of title, so the net purchase price due shall be ***Four Hundred Fifty Thousand and 00/100 Dollars (\$450,000.00)***, less credit for any principal reduction which occurs during payment of the monthly installment payments made herein. If the initial acquisition premium payment and all monthly installment payments are paid when due, the sum of ***Three Hundred Eighty Five Thousand Two Hundred Seventy Two and 13/100 Dollars (\$385,272.13)*** (balloon amount due the 60th payment) shall be due and payable at the closing.

C. **Acquisition Premium Not Refundable.** The initial acquisition premium is not refundable; that is, if the Vendee does not consummate the acquisition, none of the premium shall be refunded to Vendee. The only exceptions to this Paragraph are in Paragraph 19E in the event of a material breach by Owner concerning title insurance which is not timely cured, and in paragraph 11 concerning condemnation.

D. **Principal Reduction Payments Applied.** The amount by which the unpaid principal balance is reduced during the period the installment payments are made under

this Agreement pursuant to Paragraph 2C shall be applied to or credited against the net purchase price as provided above in 19B.

E. *Title Insurance.* Owner has the legal capacity to and will convey marketable title to the Properties by special warranty deed, free of liens, easements and encumbrances of record or known to Owner, but subject to property and tangible taxes and special assessments for the year of closing, and the Permitted Exceptions identified herein in Exhibit "B" with the exception of the first mortgage in favor of SunTrust Bank, the balance of which will be paid off by the Owner with the closing proceeds received from the Vendee.

- (1) *Evidence of Title:* Owner will, at Vendee's expense, upon the date of execution, deliver to Vendee a title insurance commitment and after this Agreement has been recorded, an owner's policy in the amount of the purchase price insuring the Agreement for Deed subject to the existing mortgage and security documents in favor of SunTrust Bank, as well as the Permitted Exceptions, and upon Closing and recording the Special Warranty Deed, provide an endorsement to the owner's policy in the amount of the purchase price for fee simple title subject only to the Permitted Exceptions.

F. *Indemnification.* Concurrent with the execution of the Agreement of Deed, Vendee shall execute an Indemnification in favor of the Owner for any violations or claims arising after the date of closing of the covenants under which the Owner and the premises are bound to SunTrust Bank under the Loan Documents.

G. *Environmental Indemnification.* Concurrent with the execution of the Agreement of Deed, Vendee shall execute an Environmental Indemnification in favor of the Owner for any violations or claims arising after the date of closing of the covenants under which the Owner and the premises are bound to SunTrust Bank under the Loan Documents.

20. **CLOSING PROVISION.** The parties agree that the transfer of legal title to the premises to the Vendee shall take place within thirty (30) days of the expiration of the five (5) year term.

A. *Closing.* Closing of the acquisition shall take place at the office of the Owner's attorney in Brandon, Florida.

B. *Expenses. (initial and closing).*

- (1) Vendee shall pay all closing costs generated in conjunction with the sale of the premises to it in accordance with this Agreement for Deed, including but not limited to title, survey fees, documentary stamps on the purchase price, documentary stamps and intangible tax on portion of the purchase price financed in this Agreement for Deed, recording costs, etc.

- (2) Vendee shall likewise pay all documentary stamps, intangible tax and recording costs associated with recording the mortgage which secures the Supply Agreement with Automated Petroleum and Energy Company Incorporated pursuant to subparagraph 20D hereunder.
- (3) Finally, Vendee shall pay all costs incurred at the closing of this Agreement for Deed including but not limited to additional title fees, documentary stamps, etc. incurred by Owner in closing out the Agreement for Deed and conveying title to Vendee.

C. Conveyance. Owner shall convey to Vendee at closing, fee simple title to the premises by special warranty deed, free and clear of all encumbrances and liens, but subject to all matters identified in the Permitted Exceptions attached hereto as Exhibit "B".

D. Mortgage to Secure Supply Agreement. Concurrent with its receipt of the Special Warranty Deed from the Owner, Vendee agrees to give Automated Petroleum and Energy Company Incorporated ("APEC") a Mortgage on the premises to secure its obligations under the Supply Agreement, and a restrictive covenant which notes that the premises is subject to a Supply Agreement in favor of APEC for the balance of its term.

E. Prorations. Taxes accruing prior to the date of execution of this Agreement shall be prorated between the Owner and the Vendee in the same manner as they were prorated between Hess and the Owner. Taxes accruing after the effective date shall not be prorated since the Vendee is obligated to pay all of these under this Agreement.

F. Default. If Owner defaults under this agreement, Vendee shall be entitled to all remedies available at law or in equity, including specific performance. If Vendee defaults under this Agreement, Owner shall be entitled to all remedies available at law or in equity, including foreclosing out the Vendee's interest under this Agreement for Deed.

21. **RELATIONSHIP OF PARTIES**. Nothing contained herein shall be deemed or construed by the parties hereto, by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the acquisition, method of computation of rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties hereto other than relationship of Contract Owner and Contract Vendee. Whenever herein the singular number is used the same shall include the plural, and masculine gender shall include the feminine and neuter genders.

22. **BINDING EFFECT**. The terms, provisions and covenants and conditions contained in this Agreement, shall apply to, unsure to the benefit of, and be binding upon the parties hereto and their respective successors in interest and legal representatives except as otherwise herein expressly provided.

23. **NOTICES.** Any notice required or permitted to be delivered hereunder must be in writing and sent by the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other address as they have heretofore specified by written notice delivered in accordance herewith:

Owner: ST. LUCIE ENTERPRISES, LLC
1201 Oakfield Dr., Suite 109
Brandon, FL 33511

Vendee: STUART PETRO HOLDINGS LLC
17240 Northway Circle
Boca Raton, FL 33496

24. **ATTORNEYS' FEES.** If any action at law or in equity shall be brought to recover any sum due under this Agreement, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms, or conditions of this Agreement, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorneys' fees, for trial level, appellate and bankruptcy proceedings, the amount of which shall be fixed by the court and shall be made a part of any judgment or decree rendered.

25. **PROHIBITION AGAINST FURTHER ENCUMBRANCES.** By its execution hereof, Owner agrees that it will not further pledge its interest under this Agreement to any person or entity as collateral for any obligation or cause or allow to attach to the premises any lien or encumbrance. Notwithstanding this provision, Owner may continue to modify and extend the first mortgage with SunTrust Bank while this Agreement is in force as long as it may release these premises from said mortgage and/or satisfy same at the time it is obligated to convey legal title to the premises.

26. **ENTIRE AGREEMENT MODIFICATION, SEVERABILITY.** This document contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

EXECUTED this 30 day of December, 2015.

Owner:

ST. LUCIE ENTERPRISES, LLC,
a Florida limited liability company

[Signature]
Witness (Print Name Ricky L. Thacker)

By: [Signature]
William D. McKnight, Co-Trustee
Managing Member

[Signature]
Witness (Print Name John W. Johnson)

By: [Signature]
Kathryn A. McKnight, Co-Trustee
Managing Member

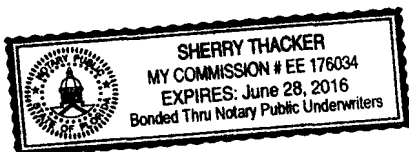
[Signature]
Witness (Print Name Ricky L. Thacker)

[Signature]
Witness (Print Name John W. Johnson)

State Of Florida
County Of Hillsborough }

I HEREBY CERTIFY that, the foregoing instrument was acknowledged before me, an officer duly qualified to take acknowledgements, by **WILLIAM D. MCKNIGHT** and **KATHRYN A. MCKNIGHT, Co-Trustees**, of the William D. McKnight Revocable Trust Agreement of 1997 under agreement dated June 24, 1997 and of the Kathryn A. McKnight Revocable Trust Agreement of 1997 under agreement dated June 24, 1997, the Managing Members of ST. LUCIE ENTERPRISES, LLC, a Florida limited liability company, who are personally known to me or who have produced a Florida driver's license as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 30 day of December, 2015.



[Signature]
Sherry Thacker (name)
NOTARY PUBLIC-STATE OF FLORIDA
My Commission Expires:

Vendee:

STUART PETRO HOLDINGS LLC,
a Florida limited liability company

J. Clark
Witness (Print Name Jeff Clark)

By: [Signature]
Muhammad R. Jafri,
Managing Member

[Signature]
Witness (Print Name Paola Martinez)

J. Clark
Witness (Print Name Jeff Clark)

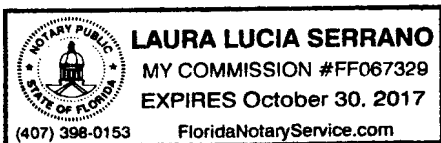
By: [Signature]
Mahamunir S. Jafri,
Managing Member

[Signature]
Witness (Print Name Paola Martinez)

State Of Florida
County Of BROWARD }

I HEREBY CERTIFY that, the foregoing instrument was acknowledged before me, an officer duly qualified to take acknowledgements, by **MUHAMMAD R. JAFRI** and **MAHAMUNIR S. JAFRI**, the Managing Members of STUART PETRO HOLDINGS LLC, a Florida limited liability company, who are personally known to me or who have produced a Florida driver's license as identification and who did take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 28th day of December, 2015.



[Signature]
LAURA SERRANO (name)
NOTARY PUBLIC-STATE OF FLORIDA
My Commission Expires:

Exhibit "A"

1600 14th Avenue, Vero Beach, Florida 32960

Lots 11, 12 and 13, less the North 12 feet of Lot 13, Block 26, Highland Park Plat No. Three, according to the map or plat thereof as recorded in Plat Book 2, Page(s) 4, Public Records of Indian River County, Florida.

Indian River County Parcel ID 33-39-01-00047-0260-00011/0

Exhibit "B"

PERMITTED EXCEPTIONS

1. Mortgage from St. Lucie Enterprises, LLC to SunTrust Bank dated February 20, 2008, and recorded in O.R. Book 2245, Page 1300, Public Records of Indian River County, Florida.
2. Assignment of Rents, Leases, Profits, and Contracts recorded February 28, 2008, in O.R. Book 2245, Page 1336, Public Records of Indian River County, Florida.
3. Financing Statement recorded February 28, 2008, in O.R. Book 2245, Page 1348, Public Records of Indian River County, Florida.
4. General or special taxes and assessments required to be paid in the year **2016** and subsequent years.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
6. Easements, or claims of easements, not recorded in the Public Records.
7. Any Owner Policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
8. All matters contained on the Plat of Highland Park, Plat No. Three, as recorded in Plat Book 2, Page(s) 4, Public Records of Indian River County, Florida.
9. Conveyance and Easement in favor of the City of Vero Beach recorded in Deed Book 37, Page 6, Public Records of Indian River County, Florida.