

ADDENDUM TO LEASE DATED APRIL 26, 2000
ADDENDUM TO CONTRACT DATED APRIL 25, 2000
AMONG
EDWIN D. TEMPLE
AND
AWALEEN EL-AHMAD AND JAMAL N. A. SARHAN

Contract
Sheet 2

THIS ADDENDUM is made and entered into this 4th day of June, 2003, by and among **EDWIN D. TEMPLE** (hereafter referred to as "Landlord"), and **AWALEEN EL-AHMAD** and **JAMAL N. A. SARHAN** (hereafter referred to as "Tenants"), to modify the terms and conditions of the lease entered into between Landlord and Tenants on April 26, 2000 (hereafter the "Lease"), and to modify the terms and conditions of the "Contract for Services as Fiduciary Agent" entered into between Landlord and Tenants on April 25, 2000 (hereafter the "Contract").

WITNESSETH: That for and in consideration of the mutual and reciprocal benefits inuring to the parties hereunder, and in further consideration of the mutual duties imposed upon the parties hereby, the parties covenant and agree as follows:

A. RENT: The provisions of the Lease regarding rent, which are set forth in paragraph "3" of the Lease, are hereby changed as follows: The rental due from Tenants to Landlord for the period of July 1, 2003, through April 30, 2005, shall be THIRTY-ONE THOUSAND FIVE HUNDRED & NO/100 (\$31,500.00) DOLLARS, payable as follows: on July 1, 2003, the sum of ONE THOUSAND FIVE HUNDRED & NO/100 (\$1,500.00) DOLLARS shall be due and payable as rent for July of 2003; on the first day of each successive month, beginning on August 1, 2003, and continuing to and through the first day of April, 2005, a monthly installment of ONE THOUSAND FIVE HUNDRED & NO/100 (\$1,500.00) DOLLARS shall be due and payable.

B. SALE OF PETROLEUM PRODUCTS, COMMISSION THEREFOR: The provisions of the Lease regarding the sale of petroleum products, and the commission therefor, which are set forth in paragraph "11" of the Lease, are hereby changed as follows: Tenants shall offer petroleum products for sale at retail to the public, and Landlord shall be the exclusive source of all petroleum products offered for sale by Tenants. Tenants shall sell petroleum products which are made available by Landlord for sale at the Property, and Tenants shall endeavor to promote and maximize the sale thereof. In return for effecting such sales and for properly maintaining financial records and accounts of such sales, and for properly depositing funds realized from such sales, Tenants shall be paid three cents (\$.03) for each gallon of gasoline or diesel fuel sold. Landlord shall be entitled to determine the type of petroleum products to be offered for sale, the source thereof and the retail price therefor. If Landlord and Tenants agree that a "gas war" is in progress, as a result of which Tenants must reduce the price of gasoline below the "generally prevailing retail price" in order to retain Tenants' "market share" of retail gas sales, then Tenants and Landlord shall negotiate for a temporary reduction on the commission due hereunder for the purpose of remaining competitive by offering prices like those offered at the other retail establishments participating in such "gas war". Landlord shall own, maintain and control all equipment used in the sale of petroleum products, shall (in the absence of unusual conditions) maintain an adequate supply of fuel in the storage tanks and shall establish the retail sales price of all petroleum products. In the event of a "gas war" the amount paid to Tenants for each gallon of fuel sold will have to be renegotiated on a day-to-day basis.

THIS LEASE is made this 26th day of April, 2000, by and between EDWIN D. TEMPLE, hereinafter referred to as "Landlord" and the AWALEEN EL-AHMAD and JAMAL N. A. SARHAN, hereinafter referred to as "Tenants".

WITNESSETH: That for and in consideration of the benefits inuring to the parties hereunder, and in further consideration of the duties hereby imposed upon the parties, Landlord hereby lets, leases and demises unto Tenants, and Tenants hereby lease from Landlord, the property described below, upon the following terms and conditions:

1. **PROPERTY DESCRIPTION:** The property hereby leased from Landlord to Tenants is in all respects the identical property described in "Attachment A" hereto, which attachment is hereby incorporated into this lease by reference, and including all improvements upon, and appurtenances to, the said real property (the "Property"). **NOTE WELL:** The store building on the Property includes three apartments, one on the ground level and two on the level above. The ground level apartment consists of three rooms. Two of those rooms shall not be included in the Property hereby leased to Tenants, but instead shall be reserved for storage and other use by Landlord. The third of those rooms shall be reserved for use as a business office which shall be shared by both Landlord and Tenants, each of whom shall have access to use thereof.
2. **TERM:** The initial term of this lease shall be for sixty (60) months, beginning on the first day of May, 2000, and continuing to and through the 30th day of April, 2005.
3. **RENT:** The rental due from Tenants to Landlord during the Term hereof shall be SEVENTY-TWO THOUSAND & NO/100 (\$72,000.00) DOLLARS, payable as follows: upon execution hereof, the sum of ONE THOUSAND TWO HUNDRED & NO/100 (\$1,200.00) DOLLARS shall be due and payable as rent for May 2000; beginning on the first day of June, 2000, and continuing on the first day of each month thereafter, to and including April 1, 2005, an equal monthly installment of ONE THOUSAND TWO HUNDRED & NO/100 (\$1,200.00) DOLLARS shall be due and payable.
4. **RENEWAL:** The term of this lease shall not automatically renew. Instead, if either party wishes to renew this lease he shall contact the other a minimum of ninety (90) days prior to the conclusion of the Term hereof. In such event the parties shall negotiate in good faith the terms of a new lease, but neither Landlord nor Tenants shall have a duty to enter into a new lease.
5. **TENANTS' FIRST REFUSAL RIGHT TO PURCHASE THE PROPERTY:** In the event that Landlord receives an offer for

13. **DRIVE-OFFS:** Tenants shall be responsible for payment to Landlord for all loss incurred by "drive-offs", or for any other source of non-payment for petroleum products sold at the Property.

14. **PROHIBITION OF ON-PREMISES SALE/CONSUMPTION OF ALCOHOLIC BEVERAGES:** Tenants shall not sell, nor permit others to sell, whether with or without the necessary state licenses and approvals, any alcoholic beverages for consumption on the Property.

15. **TENANTS' NAME, ADDRESS AND SOCIAL SECURITY NUMBER AND FEDERAL TAX IDENTIFICATION NUMBER:** Unless and until Tenants provide to Landlord written notice of a different address, the address to which any notices from Landlord to Tenants shall be mailed as follows:

Awaleen El-Ahmad (S
Jamal N. A. Sarhan
670 Tiffany Blvd, Apt. #E
Rocky Mount, North Carolina 27804
Federal Tax ID #: 54-1989776

16. **LANDLORD'S ADDRESS:** Unless and until Landlord provides to Tenants written notice of a different address, the address to which any notices from Tenants to Landlord shall be mailed as follows:

Edwin D. Temple
122 Sixth Avenue
Lawrenceville, Virginia 23868

17. **SUBLEASE:** Tenants shall have the right to sublease the two apartments located on the second floor of the building which is situated upon the subject property. Except for those two apartments, Tenants shall not have the right to sublease any or all of the Property without first securing written consent from Landlord. In the event that Landlord agrees to a proposed sublease by Tenants, Landlord shall have no duty to release Tenants from his obligations hereunder.

18. **RIGHT OF ENTRY:** Landlord or Landlord's agent shall have the right to enter upon the premises at reasonable times to inspect same.

19. **MAINTENANCE OF STRUCTURE:** Landlord shall be responsible for, and shall promptly effect, such repairs and maintenance as are necessary to preserve the structural integrity of the walls, floors, and roof of the demised premises. Tenants shall be responsible for all other necessary repairs, including, although not exclusively, repairs to electrical, HVAC, plumbing and fixtures.