



TRANSFER



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION

Confirmation Number: 20221216111150470

Type License: 050 - RETAIL BEER (OFF PREMISES ONLY) State: County:
Type License: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY) State: County:
Trade Name: SOUTHERN QUICK MART Filing Fee:
Applicant: SOUTHERN QUICK MART LLC Transfer Fee: \$100.00
Location Address: 151 INDUSTRIAL RD ALABASTER, AL 35007
Mailing Address: 151 INDUSTRIAL RD ALABASTER, AL 35007
County: SHELBY Tobacco sales: YES Tobacco Vending Machines: 0
Product Type: 03 Type Ownership: LLC
Book, Page, or Document info: 001-043-844
Do you sell Draft Beer?:
Date Incorporated: 10/10/2022 State incorporated: AL County Incorporated: JEFFERSON
Date of Authority:
Federal Tax ID: 88-4167339 Alabama State Sales Tax ID: R011586343

Table with 4 columns: Name, Title, Date and Place of Birth, Residence Address. Row 1: ALI MOHAMMED NASHER, MEMBER, 05/15/1987 YEMEN, 4911 SULPHER SPRINGS RD HOOVER, AL 35226

Has applicant complied with financial responsibility ABC RR 20-X-5-.14? YES
Does ABC have any actions pending against the current licensee? NO
Has anyone, including manager or applicant, had a Federal/State permit or license suspended or revoked? NO
Has a liquor, wine, malt or brewed license for these premises ever been denied, suspended, or revoked? NO
Are the applicant(s) named above, the only person(s), in any manner interested in the business sought to be licensed? YES
Are any of the applicants, whether individual, member of a partnership or association, or officers and directors of a corporation itself, in any manner monetarily interested, either directly or indirectly, in the profits of any other class of business regulated under authority of this act? NO
Does applicant own or control, directly or indirectly, hold lien against any real or personal property which is rented, leased or used in the conduct of business by the holder of any vinous, malt or brewed beverage, or distilled liquors permit or license issued under authority of this act? NO
Is applicant receiving, either directly or indirectly, any loan, credit, money, or the equivalent thereof from or through a subsidiary or affiliate or other licensee, or from any firm, association or corporation operating under or regulated by the authority of this act? NO

Contact Person: ALI NASHER Home Phone: 704-421-4447
Business Phone: 704-421-4447 Cell Phone: 704-421-4447
Fax: E-mail: ALI.NASHER@HOTMAIL.COM

PREVIOUS LICENSE INFORMATION: Previous License Number(s)
Trade Name: INDUSTRIAL FOOD MART License 1: 00188858
Applicant: NGUYEN KIEU LLC License 2: 00188858



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION



Confirmation Number: 20221216111150470

If applicant is leasing the property, is a copy of the lease agreement attached? **YES**
 Name of Property owner/lessor and phone number: **NGUYEN KIEU LLC 205-541-8702**
 What is lessors primary business? **OPERATES C-STORE/GAS STATION**
 Is lessor involved in any way with the alcoholic beverage business? **YES**
 Is there any further interest, or connection with, the licensee's business by the lessor? **NO**

Does the premise have a fully equipped kitchen? **NO**
 Is the business used to habitually and principally provide food to the public? **NO**
 Does the establishment have restroom facilities? **YES**
 Is the premise equipped with services and facilities for on premises consumption of alcoholic beverages? **NO**

Will the business be operated primarily as a package store? **NO**
 Building Dimensions Square Footage: **4500** Display Square Footage:
 Building seating capacity: **0** Does Licensed premises include a patio area? **NO**
 License Structure: **ONE STORY** License covers: **ENTIRE STRUCTURE**
 Number of licenses in the vicinity: Nearest:
 Nearest school: Nearest church: Nearest residence: **0 blocks**
 Location is within: **CITY LIMITS** Police protection: **COUNTY**

Has any person(s) with any interest, including manager, whether as sole applicant, officer, member, or partner been charged (whether convicted or not) of any law violation(s)?

Name:	Violation & Date:	Arresting Agency:	Disposition:



**STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
ALCOHOL LICENSE APPLICATION**



Confirmation Number: 20221216111150470

Private Clubs / Special Retail / or Special Events licenses ONLY

Private Club

Does the club charge and collect dues from elected members?

Number of paid up members:

Are meetings regularly held?

How often?

Is business conducted through officers regularly elected?

Are members admitted by written application, investigation, and ballot?

Has Agent verified membership applications for each member listed?

Has at least 10% of members listed been confirmed and highlighted?

Agent's Initials:

For what purpose is the club organized?

Does the property used, as well as the advantages, belong to all the members?

Do the operations of the club benefit any individual member(s), officer(s), director(s), agent(s), or employee(s) of the club rather than to benefit of the entire membership?

Special Retail

Is it for 30 days or less?

More than 30 days?

Franchisee or Concessionaire of above?

Other valid responsible organization:

Explanation:

Special Events / Special Retail (7 days or less)

Starting Date: Ending Date:

Special terms and conditions for special event/special retail:

Other Explanations

Is the lessor involved in any way with the alcohol beverage business?:

OWNS/OPERATES C-STORE



STATE OF ALABAMA

ALCOHOLIC BEVERAGE CONTROL BOARD

ALCOHOL LICENSE APPLICATION



Confirmation Number: 20221216111150470

Initial each

Signature page

AN
 AN

In reference to law violations, I attest to the truthfulness of the responses given within the application.

In reference to the Lease/property ownership, I attest to the truthfulness of the responses given within the application.

AN

In reference to ACT No. 80-529, I understand that if my application is denied or discontinued, I will not be refunded the filing fee required by this application.

In reference to Special Retail or Special Events retail license, Wine Festival and Wine Festival Participant Licenses, and Food or Beverage Truck Licenses, I agree to comply with all applicable laws and regulations concerning this class of license, and to observe the special terms and conditions as indicated within the application.

In reference to the Club Application information, I attest to the truthfulness of the responses given within the application.

AN

In reference to the transfer of license/location, I attest to the truthfulness of the information listed on the attached transfer agreement.

AN

In accordance with Alabama Rules & Regulations 20-X-5-.01(4), any social security number disclosed under this regulation shall be used for the purpose of investigation or verification by the ABC Board and shall not be a matter of public record.

AN

The undersigned agree, if a license is issued as herein applied for, to comply at all times with and to fully observe all the provisions of the Alabama Alcoholic Beverage Control Act, as appears in Code of Alabama, Title 28, and all laws of the State of Alabama relative to the handling of alcoholic beverages.

The undersigned, if issued a license as herein requested, further agrees to obey all rules and regulations promulgated by the board relative to all alcoholic beverages received in this State. The undersigned, if issued a license as herein requested, also agrees to allow and hereby invites duly authorized agents of the Alabama Alcoholic Beverage Control Board and any duly commissioned law enforcement officer of the State, County or Municipality in which the license premises are located to enter and search without a warrant the licensed premises or any building owned or occupied by him or her in connection with said licensed premises. The undersigned hereby understands that he or she violate any provisions of the aforementioned laws his or her license shall be subject to revocation and no license can be again issued to said licensee for a period of one year. The undersigned further understands and agrees that no changes in the manner of operation and no deletion or discontinuance of any services or facilities as described in this application will be allowed without written approval of the proper governing body and the Alabama Alcoholic Beverage Control Board.

AN

I hereby swear and affirm that I have read the application and all statements therein and facts set forth are true and correct, and that the applicant is the only person interested in the business for which the license is required.

Applicant Name (print): *Aliyyasha*

Signature of Applicant: *Valencia Johnson*

Notary Name (print): *Valencia Johnson*

Notary Signature: *Valencia Johnson* Commission expires: *4/22/26*

Application Taken:

App. Inv. Completed:

Forwarded to District Office:

Submitted to Local Government:

Received from Local Government:

Received in District Office:

Reviewed by Supervisor:

Forwarded to Central Office:

Application Payment Receipt Confirmation Page

Receipt Confirmation Number: 20221216111150470

Application Payment Confirmation Number: 88780602

Payment Summary	
Payment Item	Fee
Transfer Fee for License 050 and License 070	\$100.00
Total Amount to be Charged	\$100.00

Application Information

Application Type: TRANSFER

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)

License Type 2: 070 - RETAIL TABLE WINE (OFF PRMISES ONLY)

Continue

Technical Support: 866-353-3468 or support@alabamainteractive.org

Receipt Confirmation Page

Receipt Confirmation Number: **20221216111150470**
Application Payment Confirmation Number: **88780602**

Payment Summary	
Payment Item	Fee
Transfer Fee for License 050 and License 070	\$100.00
Total Amount to be Charged	\$100.00

Application Type

Application Type: TRANSFER

Applicant Information

License Type 1: 050 - RETAIL BEER (OFF PREMISES ONLY)
License Type 2: 070 - RETAIL TABLE WINE (OFF PREMISES ONLY)
License County: SHELBY
Business Type: LLC
Trade Name: **SOUTHERN QUICK MART**
Applicant Name: **SOUTHERN QUICK MART LLC**
Location Address: 151 INDUSTRIAL RD
ALABASTER, AL 35007
Mailing Address: 151 INDUSTRIAL RD
ALABASTER, AL 35007
Contact Person: ALI NASHER
Contact Home Phone: 704-421-4447
Contact Business Phone: 704-421-4447
Contact Fax:
Contact Cell Phone: 704-421-4447
Contact Email Address:
Contact Web Address:



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 Confirmation Number: 20221216111150470



NOTICE OF TRANSFER OF ABC LICENSED BUSINESS

NOTE: A Copy of Operating Agreement Must be Attached To Application

CURRENT LICENSEE:
 NGUYEN KIEU LLC
 Address: 151 INDUSTRIAL RD
 ALABASTER, AL 35007
 Telephone: 205-620-1256

NEW APPLICANT:
 SOUTHERN QUICK MART LLC
 Address: 151 INDUSTRIAL RD
 ALABASTER, AL 35007
 Telephone: 704-421-4447

Current License No: 001888858
 001888858

LICENSED PREMISES ADDRESS: 151 INDUSTRIAL RD ALABASTER, AL 35007

THE AFORENAMED HEREBY SERVE NOTICE TO THE ABC BOARD OF THE ATTACHED CONTRACTUAL AGREEMENT GOVERNING THE CONTINUATION OF SALES OF ALCOHOLIC BEVERAGES ON THE LICENSED PREMISES.

The Parties to this agreement hereby acknowledge and affirm that the New (Applicant) Licensee will, at all times, act as the AGENT for the Current (Named) Licensee, and the Current Licensee shall act as PRINCIPAL for the purposes of the attached Agreement. The Principal shall be bound by all acts and/or omissions of the Agent in the operation of the licensed premises.

The Current Licensee is now and shall remain liable for any violations of ABC Rules and Regulations or other Alabama Law for the duration of the attached Agreement; and, further, that the Current Licensee has the right and authority, under Alabama Law, to surrender the ABC License to the ABC Board at any time.

The parties acknowledge that the operation of the licensed premises shall remain subject to inspection by ABC Enforcement, and must comply with all State and Local regulations and Laws, and that the local ABC Enforcement District Office must be immediately notified of any change in the attached Agreement.

THE CURRENT LICENSE WILL NOT BE RENEWED.

WITNESS our hands and seals on this the 16th day of December, 2022.

CURRENT LICENSEE (NAMED ON LICENSE)

NEW LICENSEE (APPLICANT)

DUNG VAN NGUYEN
 Print Name:
 Title: owner

Ali Nasher
 Print Name:
 Title: owner

WITNESS: (By ABC Enforcement) Patricia Johnson
 Revised 9/08

DRIVER LICENSE



ALABAMA



NO. 6707620 CLASS D
 D.O.B. 05-20-1959 EXP 10-02-2024
DUNG VAN NGUYEN
 161 SILVERLEAF DR
 PELHAM AL 35124-6147
 ENDORSEMENTS REST
 ISS 10-07-2020 SEX M HT 5-07 EYES BRO
 WT 150 HAIR BLK

Secretary Hal Taylor
Secretary of Law Enforcement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Byars Wright, Inc. 1700 4th Avenue Jasper AL 35501	CONTACT NAME Deedra Husband PHONE (A/C, No., Ext) 205-476-3118 E-MAIL ADDRESS dhusband@byarswright.com	FAX (A/C, No)	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Industrial Food Mart 151 Industrial Road Alabaster AL 35007	INDUFOO-01	INSURER A Penn National INSURER B Liberty Surplus Insurance Corp. INSURER C INSURER D INSURER E INSURER F	14990 10725

COVERAGES

CERTIFICATE NUMBER: 1228156565

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE L MIT APPL ES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			BP90687392	9/12/2022	9/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BP90687392	9/12/2022	9/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCR PTION OF OPERATIONS below						<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACC DENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Liquor Liability			IRPI-LQ-22-239	9/12/2022	9/12/2023	Each Occurrence \$100,000 Aggregate \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**
 Alabama ABC Board
 234 Aquarius Drive Ste 103
 Homewood AL 35209

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Byars-Wright, Inc.

© 1988-2015 ACORD CORPORATION. All rights reserved.



STATE OF ALABAMA
ALCOHOLIC BEVERAGE CONTROL BOARD
 MONTGOMERY, ALABAMA



2022-2023

LICENSE EXPIRES SEPTEMBER 30, 2023
 RENEW LICENSE(S) BEFORE AUGUST 1, 2023

Confirmation Number: 20220718000003956

Renewal Period: June 1, 2023 Through July 31, 2023

License Number: 001888858

County: SHELBY Tobacco Business Type: 41 Vending Machines: 0

Effective Date: 10/01/2022 Printed Date: 07/18/2022

Trade Name: INDUSTRIAL FOOD MART

Licensee: NGUYEN KIEU LLC

Location: 151 INDUSTRIAL RD
 ALABASTER AL 35007

Mailing Address: 151 INDUSTRIAL RD
 ALABASTER AL 35007

Alabama Sales Tax ID: R006004311

050 RETAIL BEER (OFF PREMISES ONLY) 070 RETAIL TABLE WINE (OFF PREMISES ONLY)

990 TOBACCO AND ALTERNATIVE NICOTINE PRODUCTS
 Product type:

These privileges have been issued under the provisions of Title 28, Code of Alabama (1975) effective on the date as shown above and continuing until expiration date set forth above unless sooner surrendered, suspended or revoked by the Board.

These privileges are not assignable and are valid for use only by the licensee named hereon at the location hereon designated. Witness the hand and seal of the ABC Board.

For questions or assistance go to our website www.alabcboard.gov click license and find the division contact number that services the county for this license.

21862

[Signature]
 ADMINISTRATOR



STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Limited Liability Company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

- 1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Section 10A-1-5.06. You may use Professional or Series before Limited Liability Company or LLC (or PLLC or SLLC) if they apply:

Southern Quick Mart LLC

- 2. A copy of the Name Reservation Certificate from the Office of the Secretary of State must be attached.

- 3. The name of the registered agent (only one agent): ALI M NASHER

Street (**no PO Boxes**) address of registered office (**must be located in Alabama**):

151 Industrial Road Alabaster, AL 35007

***COUNTY** of above address: SHELBY

Mailing address **in Alabama** of registered office (if different from street address):

- 4. The undersigned certify that there is at least one member of the limited liability company.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-043-844	DLL
Date	10/10/2022
Time	15:43:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

5. Check **only** if the type applies to the Limited Liability Company being formed:

Series LLC complying with Title 10A, Chapter 5A, Article 11

Professional LLC complying with Title 10A, Chapter 5A, Article 8

Non-Profit LLC complying with Section 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date received by the office of the Secretary of State, Business Services Division or at the delayed filing date (cannot be prior to the filing date) specified in this filing complying with Section 10A-1-4.12

The undersigned specify 10 / 10 / 2022 as the effective date (must be on or after the date filed in the office of the Secretary of State, but no later than the 90th day after the date this instrument was signed) and the time of filing to be 3 : 43 AM or PM. (cannot be noon or midnight – 12:00)

Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

10 / 10 / 2022
Date (MM/DD/YYYY)

ALI NASHER

Signature as required by 10A-5A-2.04

OWNER

Typed title (organizer or attorney-in-fact)

*County of Registered Agent is requested in order to determine distribution of County filing fees.

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the Great and Principal Seal of said State, do hereby certify that

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama 1975, and upon an examination of the entity records on file in this office, the following entity name is reserved as available:

Southern Quick Mart LLC

This name reservation is for the exclusive use of ALI MOHAMMED NASHER, 151 Industrial Road, Alabaster, AL 35007 for a period of one year beginning October 10, 2022 and expiring October 10, 2023



RES050641

In Testimony Whereof, I have hereunto set my hand and affixed the Great Seal of the State, at the Capitol, in the city of Montgomery, on this day.

October 10, 2022

Date

John H. Merrill

Secretary of State

Member of: Southern Quick Mart LLC

Ali Nasher

**4911 Sulphur Springs Road
Birmingham, Alabama 35226**

Member Ownership 100%

DRIVER LICENSE



ALABAMA



NO. 7946507 CLASS D
D.O.B. 05-15-1987 EXP 12-17-2022

ALI MOHAMMED
NASHER
4911 SULPHUR SPRINGS RD
HOOVER AL 35226-2083

ENDORSEMENTS REST HT 5-09 EYES BRO
ISS 02-01-2019 SEX M WT 170 HAIR BLK

Secretary Hal Taylor
Secretary of Law Enforcement



THE UNITED STATES OF AMERICA



No. 33792933

CERTIFICATE OF

NATURALIZATION

Personal description of holder
as of date of naturalization:

Date of birth: **MAY 15, 1987**

Sex: **MALE**


Height: **5 - feet 9 inches**

Marital status: **SINGLE**

Country of former nationality:
YEMEN

U.S.C.I.S. Registration No. **A096164485**

I certify that the description given is true, and that the photograph affixed
hereto is a likeness of me.



(Complete and true signature of holder)

Be it known that, pursuant to an application filed with the Secretary of
Homeland Security

at: **ATLANTA, GEORGIA**

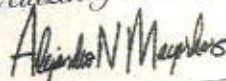
The Secretary having found that:
ALI MOHAMED NASHER
residing at: **HOOVER, ALABAMA**

having complied in all respects with all of the applicable provisions of the
naturalization laws of the United States, being entitled to be admitted as
a citizen of the United States, and having taken the oath of allegiance at a
ceremony conducted by
U.S. CITIZENSHIP AND IMMIGRATION SERVICES

at: **ATLANTA, GEORGIA**

on: **MAY 04, 2011**

such person is admitted as a citizen of the United States of America.

 , Director

U. S. Citizenship and Immigration Services





ALABAMA LAW ENFORCEMENT AGENCY
RECORDS AND IDENTIFICATION DIVISION
301 S. RIPLEY STREET / P.O. BOX 1511 / MONTGOMERY, AL 36102
PHONE 334.353.4340 / ALEA.GOV

KAY IVEY
GOVERNOR
HAL TAYLOR
SECRETARY

December 28, 2021

Dear Mr. Nasher,

Attached is a copy of your Alabama Criminal History Record Information (CHRI), as per your written request to the ALEA Criminal Justice Information Services Division. This CHRI includes identifying information on any arrests and/or dispositions related to your Alabama criminal history.

- Requests for any records associated with these charges, or an explanation of a charge or disposition, should be directed to the arresting agency or the court which contributed the information to your criminal record.
- Because additions or deletions to an individual's criminal history record may be made at any time, a new copy of your CHRI should be requested via the same procedure if it is needed at a later date.

Please do not hesitate to contact the Criminal Justice Information Services Division at 334-676-6000 if we may be of further assistance in this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "W. Avery Morris".

W. Avery Morris, CLEE
Operations Commander
Criminal Justice Information Services Division
Alabama State Bureau of Investigation

XXXXXXXXXXXX STATE ABI SEARCH RESULT AND RAP SHEET XXXXXXXXXXXX
TCN:8002101929
NAME:NASHER,ALI MOHAMMED
SOC:690056981
ABI RESULT:IDENT
SID:AL02895607

CERTIFIED COPY
OF ALEA DOCUMENT

12-28-2021 15:56 ALLEA0049

*ATN/TCN8002101929

*OPR/AFIS

*FOLLOWING RESPONSE IS TO YOUR INQUIRY ON SID AL02895607

***** THERE ARE NO MORE INQUIRIES NECESSARY ON THIS

***** RECORD - ALL ARRESTS ARE IN ALABAMA'S DATA BASE.

***** NOTICE AND WARNING *****

* THIS RECORD IS CONFIDENTIAL AND RESTRICTED
* FOR USE BY CRIMINAL JUSTICE AGENCIES ONLY.
* THIS IS NOT THE PUBLIC RECORD OF THE EVENTS
* DEPICTED AND DISSEMINATION IN VIOLATION OF
* THIS RESTRICTION WILL SUBJECT THE OFFENDER
* TO ALL APPLICABLE FEDERAL AND STATE CRIMINAL
* PENALTIES. THIS DOCUMENT MUST BE SECURED AND
* DESTROYED BY BURNING OR SHREDDING WHEN NO
* LONGER NEEDED.

*-ALABAMA CRIMINAL HISTORY-

REPORT DATE: 12-28-2021

*NAME STATE ID NO. FBI ID NO.

*NASHER,ALI MOHAMMED AL02895607 56958RF9

*SEX RACE BIRTH DATE HEIGHT WEIGHT EYE HAIR POB

*M W 05-15-1987 509 170 BRO BLK RY

*SOCIAL SECURITY SCARS-MARKS-TATTOOS

*690056981

*ALIAS NAMES

* NASHER,ALI MOHAMMEDSALEH

*FILE NUMBER BIRTH DATE SOCIAL SECURITY OCCUPATION

*02895607

*ARREST-01

* DATE OF ARREST - 03-09-2021

* AGENCY - HOOVER POLICE DEPT ORI - AL0011200

* NAME - NASHER,ALI MOHAMMED

* CHARGE 01 - 5015 FAILURE TO APPEAR-FTA

* DATE OF OFFENSE - 03-09-2021

* AGENCY CASE NO. - 2021-00021325

* DISP - CONVICTED DATE OF DISP - 11-08-2021

* OFFENSE - 5015 FAILURE TO APPEAR- FTA TRAFFIC

* OTHER COURT PROVISIONS- FINE: 135.00

*ARREST-02

* DATE OF ARREST - 09-28-2021

* AGENCY - HOOVER POLICE DEPT ORI - AL0011200

* NAME - NASHER,ALI MOHAMMEDSALEH

* CHARGE 01 - 5015 FAILURE TO APPEAR-FTA *
* DATE OF OFFENSE - 09-28-2021 *
* DISP - CONVICTED DATE OF DISP - 11-08-2021 *
* OFFENSE - 5015 FAILURE TO APPEAR-FTA (NON- TRAFFC) *
* OTHER COURT PROVISIONS- FINE: 335.00 *
*TOTAL NUMBER OF ARRESTS- 2 *
*RECORD LAST UPDATED 12/28/2021 *
*ALL ALABAMA ARRESTS RECEIVED BY ACJIC ARE INCLUDED *
*IN THIS REPORT. WHEN EXPLANATION OF A CHARGE OR *
*DISPOSITION IS NEEDED, COMMUNICATE DIRECTLY WITH *
*THE ARRESTING AGENCY THAT FURNISHED THE DATA. *
*RECORD IS CONFIDENTIAL AND INTENDED FOR USE *
*BY CRIMINAL JUSTICE AGENCIES ONLY. *
*LAST PAGE ON SID AL02895607 *

SEQ # 668 MRI # 37489883

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 12th day of October, 2022

BETWEEN:

NGUYEN KIEU LLC of 151 Industrial Rd, Alabaster, AL 35007, USA

Telephone: (205) 541-8702

(the "Landlord")

OF THE FIRST PART

- AND -

Ali Nasher of 4911 Sulphur Springs Rd, Birmingham, AL 35226, USA

Telephone: (704) 421-4447

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
 - a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
 - b. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 151 Industrial Road, Alabaster, AL 35007-9285, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
 - c. "Common Areas and Facilities" mean:
 - i. those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits,

- parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and
- ii. those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;
- d. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
 - e. "Premises" means the retail store at 151 Industrial Road. Alabaster, AL 35007-9285.
 - f. "Rent" means the total of Base Rent and Additional Rent.

Intent of Lease

- 2. It is the intent of this Lease and agreed to by the Parties to this Lease that rent for this Lease will be on a gross rent basis meaning the Tenant will pay the Base Rent and any Additional Rent and the Landlord will be responsible for all other service charges related to the Premises and the operation of the Building save as specifically provided in this Lease to the contrary.

Leased Premises

- 3. The Landlord agrees to rent to the Tenant the retail store municipally described as 151 Industrial Road. Alabaster, AL 35007-9285 (the "Premises").

The Premises will be used for only the following permitted use (the "Permitted Use"): Convenience Store with Gasoline.

4. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's Parking.
5. The Premises are provided to the Tenant without any fixtures, chattels or leasehold improvements.

Term

6. The term of the Lease commences at 12:00 noon on October 13, 2022 and ends at 12:00 noon on October 12, 2032 (the "Term").
7. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other party.

Rent

8. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$14,000.00, payable per month, for the Premises (the "Base Rent"), without setoff, abatement or deduction. In addition to the Base Rent, the Tenant will pay for any fees or taxes arising from the Tenant's business.
9. The Tenant will pay the Base Rent on or before the fifteenth of each and every month of the Term to the Landlord.
10. The Tenant will be charged an additional amount of \$125.00 for any late payment of Rent.
11. The Tenant will be given a grace period of 7 Days from the due date to pay Rent before late payment fees are charged.
12. No acceptance by the Landlord of any amount less than the full amount owed will be taken to operate as a waiver by the Landlord for the full amount or in any way to defeat or affect the rights and remedies of the Landlord to pursue the full amount.

Use and Occupation

13. The Tenant will carry on business under the name of Sothern Quick Mart LLC, and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the Term and throughout the Term, and will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days

and during such hours of business as may be determined from time to time by the Landlord.

14. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.
15. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with any statute, including any subordinate legislation, which is in force now or in the future and taking into account any amendment or re-enactment, or any government department, local authority, other public or competent authority or court of competent jurisdiction and of the insurers in relation to the use, occupation and enjoyment of the Building (including in relation to health and safety compliance with the proper practice recommended by all appropriate authorities).

Security Deposit

16. On execution of this Lease, the Tenant will pay the Landlord a security deposit equal to the amount of \$200,000.00 (the "Security Deposit") to be held by the Landlord without interest. The Landlord will return the Security Deposit to the Tenant at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear.
17. The Tenant may not use the Security Deposit as payment for the Rent.
18. Within 30 days after the termination of this tenancy, the Landlord will deliver or mail the Security Deposit less any proper deductions or with further demand for payment to: 4911 Sulphur Springs Rd, Birmingham, AL 35226, USA, or at such other place as the Tenant may advise.

Quiet Enjoyment

19. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

20. If and whenever the Tenant is in default in payment of any money, whether hereby expressly reserved or deemed as Rent, or any part of the Rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, chattels and equipment from the Premises or seize, remove

and sell any goods, chattels and equipment at any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's right of distress.

Overholding

21. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the Term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to twice the Base Rent and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

22. If the Landlord reenters the Premises or terminates this Lease, then:
- a. notwithstanding any such termination or the Term thereby becoming forfeited and void, the provisions of this Lease relating to the consequences of termination will survive;
 - b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
 - c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant, and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
 - d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;

- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the Term remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises;
- f. after reentry, the Landlord may procure the appointment of a receiver to take possession and collect rents and profits of the business of the Tenant, and, if necessary to collect the rents and profits the receiver may carry on the business of the Tenant and take possession of the personal property used in the business of the Tenant, including inventory, trade fixtures, and furnishings, and use them in the business without compensating the Tenant;
- g. after reentry, the Landlord may terminate the Lease on giving 5 days' written notice of termination to the Tenant. Without this notice, reentry of the Premises by the Landlord or its agents will not terminate this Lease;
- h. the Tenant will pay to the Landlord on demand:
 - i. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;
 - ii. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, reletting, collecting sums due or payable by the Tenant, realizing upon assets seized; including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting; and
 - iii. as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the Term had it not been terminated, at the option of the Landlord, either:
 - 1. an amount determined by reducing to present worth at an assumed interest rate of twelve percent (12%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the Term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or

2. an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.

Inspections and Landlord's Right to Enter

23. The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
24. During the Term and any renewal of this Lease, the Landlord and its agents may enter the Premises to make inspections or repairs. Except where the Landlord or its agents consider it an emergency, the Landlord will provide the Tenant with written notice 24 hours prior to entering.

Renewal of Lease

25. Upon giving written notice no later than 60 days before the expiration of the Term, the Tenant may renew this Lease for an additional term. All terms of the renewed lease will be the same except for any signing incentives/inducements and this renewal clause and the amount of the rent. If the Landlord and the Tenant cannot agree as to the amount of the Rent, the amount of the Rent will be determined by mediation. The Rent should be determined taking into consideration the market rent of similarly improved premises in the market, as well as the location, use, age, and size of premises.

Landlord Chattels

26. The Landlord will not supply any chattels.

Tenant Improvements

27. The Tenant will obtain written permission from the Landlord before doing any of the following:
 - a. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - b. removing or adding walls, or performing any structural alterations;
 - c. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units;
 - d. subject to this Lease, placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose;
 - e. affixing to or erecting upon or near the Premises any radio or TV antenna or tower, or satellite dish; or
 - f. installing or affixing upon or near the Premises any plant, equipment, machinery or apparatus without the Landlord's prior consent.

Utilities and Other Costs

28. The Landlord is responsible for the payment of the following utilities and other charges in relation to the Premises: Property Tax, repairs & maintenance above \$5000.00 with \$2500.00 deductible..
29. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone, internet and cable.

Insurance

30. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's policy of insurance.
31. The Tenant is not responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss, and the Tenant assumes no liability for any such loss.
32. The Tenant is not responsible for insuring the Premises for either damage and loss to the structure, mechanical or improvements to the Building on the Premises, and the Tenant assumes no liability for any such loss.
33. The Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
34. The Tenant will provide proof of such insurance to the Landlord upon request.

Abandonment

35. If at any time during the Term, the Tenant abandons the Premises or any part of the Premises, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, relet the Premises, or any part of the Premises, for the whole or any part of the then unexpired Term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired Term, if this Lease had continued in force, and the net rent for such period realized by the Landlord by means of the reletting. If the Landlord's right of reentry is exercised following abandonment of the premises by the Tenant, then the Landlord may consider any personal property

belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

Attorney Fees

36. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of twelve (12%) per cent per annum from the due date until paid.

Governing Law

37. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alabama, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

38. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Alabama (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

39. The Tenant will not assign this Lease in whole or in part, nor sublet all or any part of the Premises, nor grant any license or part with possession of the Premises or transfer to any other person in whole or in part or any other right or interest under this Lease (except to a parent, subsidiary or affiliate of the Tenant), without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this Lease.
40. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this Lease and will not be released from performing any of the terms, covenants and conditions of this Lease.
41. If the Lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from

the assignee, subtenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this Lease.

42. The prohibition against assigning or subletting without the consent required by this Lease will be constructed to include a prohibition against any assignment or sublease by operation of law.
43. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

Bulk Sale

44. No bulk sale of goods and assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the Purchaser are able to provide the Landlord with assurances, in a form satisfactory to the Landlord, that the Tenant's obligations in this Lease will continue to be performed and respected, in the manner satisfactory to the Landlord, after completion of the said bulk sale.

Maintenance

45. The Tenant will, at its sole expense, keep and maintain the Premises and appurtenances in good and sanitary condition and repair during the Term and any renewal of this Lease.
46. In particular, the Tenant will keep the fixtures in the Premises in good order and repair. The Tenant will, at Tenant's sole expense, make all required repairs to the plumbing, range, heating apparatus, and electric and gas fixtures whenever damage to such items will have resulted from the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor.
47. The Tenant will be responsible at its own expense to replace all electric light bulbs, tubes, ballasts or fixtures serving the Premises.
48. Where the Premises has its own sidewalk, footpath, entrance, driveway or carpark which is for the exclusive use of the Tenant and its guests, the Tenant will keep the footpath, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.
49. Where the Premises has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs in or about the Premises.
50. The Tenant will also perform the following maintenance in respect to the Premises:
Property Upkeep.

Care and Use of Premises

51. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
52. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.
53. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
54. The Tenant will not engage in any illegal trade or activity on or about the Premises.
55. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

56. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

57. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

58. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.


General Provisions

59. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.


- 60. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 61. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recoverable by the Landlord as rental arrears.
- 62. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 63. Time is of the essence in this Lease.
- 64. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party to this Lease except to the extent incorporated in this Lease. In particular, no warranties of the Landlord not expressed in this Lease are to be implied.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 12th day of October, 2022.

NGUYEN KIEU LLC (Landlord)

Per: 
Dung Nguyen (Oct 13, 2022 09:13 CDT)

Sothern Quick Mart, LLC


Ali Nasher (Oct 13, 2022 09:19 CDT)

CO; Ali Nasher (Tenant)

LEASE AMENDING AGREEMENT

THIS LEASE AMENDING AGREEMENT dated this 8th day of December, 2022

BETWEEN:

Nguyen Kieu LLC
(the "Landlord")

OF THE FIRST PART

- AND-

Ali Nasher (the "Tenant")

OF THE SECOND PART

Background

- A. The Landlord and the Tenant entered into the lease (the "Lease Agreement") dated October 12, 2022, for the premises (the "Premises") located at 151 Industrial Rd, Alabaster, AL 35007.
- B. The Landlord and the Tenant desire to amend the Lease Agreement on the terms and conditions set forth in this Lease Amending Agreement (the "Agreement"), which will take effect on December 8, 2022.
- C. This Agreement is the first amendment to the Lease Agreement.

IN CONSIDERATION OF the Landlord and Tenant agreeing to amend their existing Lease Agreement, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, both parties agree to keep, perform, and fulfill the promises, conditions and agreements below:

Amendments

- 1. The Lease Agreement is amended as follows:
 - a. Deleting Ali Nasher as individual lessee and adding Southern Quick Mart LLC as the lessee.

No Other Change

2. Except as otherwise expressly provided in this Agreement, all of the terms and conditions of the Lease Agreement remain unchanged and in full force and effect.

Incorporation

3. This Agreement incorporates and is subject to the Lease Agreement.

Miscellaneous Terms


4. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Lease Agreement. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine include the feminine and vice versa. The words "Landlord" and "Tenant" as used in this Agreement include the plural as well as the singular; no regard for gender is intended by the language in this Agreement.

Governing Law

5. Subject to the terms of the Lease Agreement, it is the intention of the parties that this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Alabama, without regard to the jurisdiction in which any action or special proceeding may be instituted.


IN WITNESS WHEREOF the Landlord and Tenant execute this Lease Amending Agreement.

Nguyen Kieu LLC

per: 
Dung Nguyen (Dec 9, 2022 14:51 CST) (seal)

December 8, 2022

Signing Date


An (Dec 9, 2022 08:58 CST)

Ali Nasher For; Sothern Quick Mart LLC

Dec 9, 2022

Signing Date











Lease Amendment

Final Audit Report

2022-12-09

Created:	2022-12-08
By:	BB&A CPA's (Admin@brogdoncpa.net)
Status:	Signed
Transaction ID:	CBJCHBCAABAAhC1EbM3QGkX_W3FOI9k8ce3ZTi_zuvWI

"Lease Amendment" History

-  Document created by BB&A CPA's (Admin@brogdoncpa.net)
2022-12-08 - 10:36:44 PM GMT- IP address: 97.84.24.153
-  Document emailed to ali.nasher@hotmail.com for signature
2022-12-08 - 10:40:02 PM GMT
-  Email viewed by ali.nasher@hotmail.com
2022-12-08 - 10:59:30 PM GMT- IP address: 172.56.224.189
-  Signer ali.nasher@hotmail.com entered name at signing as An
2022-12-09 - 2:58:02 PM GMT- IP address: 68,117,165,181
-  Document e-signed by An (ali.nasher@hotmail.com)
Signature Date: 2022-12-09 - 2:58:04 PM GMT - Time Source: server- IP address: 68,117,165,181
-  Document emailed to cnguyen1326@charter.net for signature
2022-12-09 - 2:58:05 PM GMT
-  Email viewed by cnguyen1326@charter.net
2022-12-09 - 3:46:10 PM GMT- IP address: 104.28.32.93
-  Signer cnguyen1326@charter.net entered name at signing as Dung Nguyen
2022-12-09 - 8:51:35 PM GMT- IP address: 107.77.235.216
-  Document e-signed by Dung Nguyen (cnguyen1326@charter.net)
Signature Date: 2022-12-09 - 8:51:37 PM GMT - Time Source: server- IP address: 107.77.235.216
-  Agreement completed.
2022-12-09 - 8:51:37 PM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Nesbitt & Associates, Inc. 1008 Montgomery Hwy Suite 104 Birmingham, AL 35216
CONTACT NAME:
PHONE (A/C, No, Ext): (205) 822-2063 FAX (A/C, No): (205) 822-2087
E-MAIL ADDRESS: nesbittins@nesbittandassociates.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Southern Pioneer NAIC #: 16047

INSURED: SOUTHERN QUICK Mart, LLC 151 INDUSTRIAL RD Alabaster, AL 35007

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for COMMERCIAL GENERAL LIABILITY, AUTOMOBILE LIABILITY, UMBRELLA LIAB, EXCESS LIAB, WORKERS COMPENSATION AND EMPLOYERS' LIABILITY, and Liquor Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: Alabama ABC Board 234 Aquarius Dr Ste 103 Homewood, AL 35209
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



2023

SALES TAX LICENSE
State of Alabama

Alabama Department of Revenue

ISSUED TO:

SOUTHERN QUICK MART LLC

ACCOUNT TYPE	ACCOUNT NUMBER	EFFECTIVE DATE	EXPIRATION DATE
SLS	R011586343	11/14/2022	12/31/2023

TO ENGAGE IN BUSINESS FOR WHICH TAX IS IMPOSED BY SECTIONS 40-23-1/39 CODE OF ALABAMA 1975,
AS AMENDED. SALES TAX LAW

NON TRANSFERABLE
THIS ACCOUNT ISSUED TO PERSON OR BUSINESS WHOSE NAME APPEARS ABOVE IS NON TRANSFERABLE.
THE LICENSEE MAY PURCHASE ITEMS TAX EXEMPT FOR THE PURPOSE OF RESALE AND RETAIL IN THE REGULAR COURSE OF
BUSINESS.

NAICS CODE: 457110

STATE OF ALABAMA
DEPARTMENT OF REVENUE

Deputy Commissioner

THIS LICENSE APPLIES TO THE FOLLOWING LOCATION(S):

151 INDUSTRIAL RD ALABASTER AL 35007-9285

Date of this notice: 10-10-2022

Employer Identification Number:
88-4167339

Form: SS-4

Number of this notice: CP 575 A

SOUTHERN QUICK MART LLC
ALI MOHAMMED NASHER SOLE MBR
151 INDUSTRIAL ROAD
ALABASTER, AL 35007

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 88-4167339. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown.

Form 940	01/31/2024
Form 944	01/31/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, Election by a Small Business Corporation.

If you are required to deposit for employment taxes (Forms 941, 943, 940, 944, 945, CT-1, or 1042), excise taxes (Form 720), or income taxes (Form 1120), you will receive a Welcome Package shortly, which includes instructions for making your deposits electronically through the Electronic Federal Tax Payment System (EFTPS). A Personal Identification Number (PIN) for EFTPS will also be sent to you under separate cover. Please activate the PIN once you receive it, even if you have requested the services of a tax professional or representative. For more information about EFTPS, refer to Publication 966, *Electronic Choices to Pay All Your Federal Taxes*. If you need to make a deposit immediately, you will need to make arrangements with your Financial Institution to complete a wire transfer.

The IRS is committed to helping all taxpayers comply with their tax filing obligations. If you need help completing your returns or meeting your tax obligations, Authorized e-file Providers, such as Reporting Agents or other payroll service providers, are available to assist you. Visit www.irs.gov/mefbusproviders for a list of companies that offer IRS e-file for business products and services.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you. You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.
- * Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is SOUT. You will need to provide this information along with your EIN, if you file your returns electronically.

Safeguard your EIN by referring to Publication 4557, *Safeguarding Taxpayer Data: A Guide for Your Business*.

You can get any of the forms or publications mentioned in this letter by visiting our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter.

Thank you for your cooperation.

