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ASSIGNMENT OF LEASE

BK 77 PG 760
W.E. DAVIS CH. CLK. |

On November 1, 1991, LEON DOWNEN and ANN DOWNEN, as Lessor, entered into a Lease with TOTAL PETROLEUM, INC., as Lessee. The Lease covers the property known as 665 East Commerce, Hernando, De Soto County, Mississippi. The Lease is for a primary term of ten (10) years commencing November 1, 1991, with four (4) options to extend the Lease, each for a term of five (5) years. The Lease was memorialized by Memorandum of Lease dated October 15, 1991, recorded in Book 62, Page 175, Office of the Chancery Clerk of DeSoto County, Mississippi. Copies of the Lease and Memorandum of Lease are marked Exhibits "A-1" and "A-2" and are attached hereto for all purposes.

For a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, TPI PETROLEUM, INC., 6000 N. Loop 1604 W., San Antonio, Texas 78249-1112 (herein "Assignor"), hereby assigns to GRIFFIN EXPRESS, L.L.C., 3606 Stadium Blvd., Jonesboro, Arkansas 72404 (herein "Assignee"), all of Assignor's rights, title, and interest in and to the Lease. The Assignment is subject to Assignee assuming all of the terms and conditions contained in the Lease.

Assignor warrants to the best of its knowledge it is not in default of any of the terms, provisions, and conditions of such Lease including the monthly rental and that such Lease is in full force and effect.

This Assignment shall be effective as of ^{June 4} ~~May 20th~~, 1998.

TPI PETROLEUM, INC.

BY: *J. B. Biddle*

Vice President

Prepared By:
BRIDGFORTH & BUNTIN
P. O. Box 241
Southaven, MS 38671
393-4450

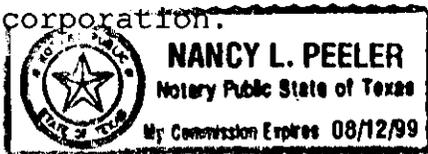
Assignee hereby accepts the assignment of the Lease, agrees to assume all of the obligations under the Lease, and agrees to comply with the terms and provisions set out in the Lease.

GRIFFIN EXPRESS, L.L.C.

BY: [Signature]
STEVEN H. GRIFFIN, President
of GE Incorporated

STATE OF TEXAS §
§
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 20th day of May, 1998 by R.S. Beaudry, a Vice President of TPI PETROLEUM, INC., a Michigan corporation, on behalf of said corporation.



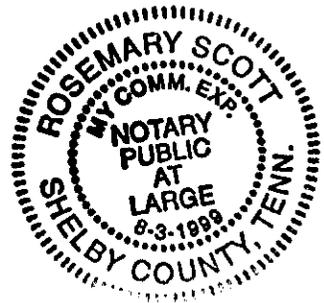
[Signature]
Notary Public, State of Texas

STATE OF TENNESSEE §
§
COUNTY OF SHELBY §

This instrument was acknowledged before me on the 4th day of May, 1998 by STEVEN H. GRIFFIN, President of ~~GRIFFIN EXPRESS~~ GE Incorporated, an Arkansas corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Tennessee

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STATE OF MISSISSIPPI X

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DESOTO X

This lease is made and entered into this 1st day of November, 1991 by and between LEON and ANN DOWNEN, 338 Shady Grove, Hernando, Mississippi 38632, (hereinafter referred to as Landlord) and TOTAL PETROLEUM, INC. a Colorado corporation, 803 S. Robison Road, Texarkana, Texas 75501, (hereinafter referred to as tenant) as follows:

I.

PROPERTY

1.01. Leased Premises. Landlord in consideration of the rents and covenants hereinafter stated to be paid and performed by the Tenant, hereby demises and leases unto the Tenant and Tenant leases from Landlord, the property at the southwest corner of McCracken Rd. and Holly Springs Rd., Hernando, Desoto County, Mississippi, more specifically described in Exhibit A attached. (Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes.)

II.

TERM AND RENTAL

2.01. (a) Primary Term. The primary term of this lease shall be for a period of ten (10) years beginning on November 1st, 1991, and ending on October 31, 2001. The first rental installment shall be due on November 10th, 1991, and thereafter all rental installments shall be due and payable in advance on the same day of each successive month thereafter during the term of this lease or any extension thereof.

(b) Primary Term Rental. The Tenant shall pay to the Landlord rental for the property hereby leased the sum of \$3,000.00 per month for the ten (10) years of the primary term. All such installments will be due and payable in advance on the 10th day of each month beginning November, 10th 1991.

2.02. RENEWAL TERMS and RENTAL.

(i) Options to Renew. As additional consideration for this lease, and provided that Tenant shall not be in default to any of the terms, conditions or provisions of this lease, Tenant shall have the right and option to extend the term of this lease for a period of five additional years commencing on November 1st, 2001, and terminating at midnight on October 31, 2006, upon the same terms, conditions, and the provisions hereof, and that the monthly rentals shall be \$4,000.00 per month. Tenant in order to exercise such option and privilege, shall give notice in writing of such election to be received by Landlord at least thirty (30) days prior to the expiration of the primary term of this lease.

(ii) As additional consideration for this lease, and provided that Tenant shall have previously exercised the option provided in Paragraph (i) above, and that Tenant shall not be in default in any of the terms, conditions or provisions of this lease, Tenant shall have the option of extending the term hereof for a period of five additional years commencing on November 1st, 2006 and terminating at midnight on October 31, 2011, upon the terms and provisions hereof, except that the monthly rental shall be \$5,000.00 per month. Tenant in order to exercise such option and privilege, shall give notice in

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writing of such election to be received by Landlord at least thirty (30) days prior to the expiration of the previous option.

(iii) As additional consideration for this lease, and provided that Tenant shall have previously exercised the option provided in Paragraph (ii) above, and that Tenant shall not be in default in any of the terms, conditions or provisions of this lease, Tenant shall have the option of extending the term hereof for a period of five additional years commencing on November 1st, 2011 and terminating at midnight on October 31, 2016, upon the terms and provisions hereof, except that the monthly rental shall be \$5,500.00 per month. Tenant in order to exercise such option and privilege, shall give notice in writing of such election to be received by Landlord at least thirty (30) days prior to the expiration of the previous option.

(iv) As additional consideration for this lease, and provided that Tenant shall have previously exercised the option provided in Paragraph (iii) above, and that Tenant shall not be in default in any of the terms, conditions or provisions of this lease, Tenant shall have the option of extending the term hereof for a period of five additional years commencing on November 1st, 2016 and terminating at midnight on October 31, 2021, upon the terms and provisions hereof, except that the monthly rental shall be \$6,000.00 per month. Tenant in order to exercise such option and privilege, shall give notice in writing of such election to be received by Landlord at least thirty (30) days prior to the expiration of the previous option.

III.

ADDITIONAL RIGHTS AND OBLIGATIONS OF TENANT

3.01. Use of Premises. Tenant shall have the right from time to time, as it may desire, to build or rebuild such buildings,

structures, drives and pump islands, and to install such storage tanks, pumps, lifts, hoists, and other equipment, and to make such other installations and constructions as it deems proper for the sale and distribution of petroleum products, automobile accessories and/or as a convenience store for the sale of food stuffs upon the premises and to construct means of ingress to and egress from the same. Tenant agrees to comply with all health, safety, and sanitary law and regulations pertaining to the demised premises.

3.02. Removal of Property. Tenant shall have the right at any time during the continuance of said lease or within thirty (30) days after its termination, to sever and remove all pumps, machinery, compressors, and other similar equipment, and all other personal property owned or placed on said demised premises by Tenant; but Tenant shall not be obligated to sever and remove all or any part of same. All such buildings, structures and improvements placed upon the leased premises by Tenant during the continuance of said lease, of the kind and character normally deemed in law to become a part of the realty, shall be and remain the property of Landlord; and if at any time during the continuance of said lease, any portion of leased premises or any right pertinent thereto shall be taken for public use under the right of eminent domain or by conveyance in lieu thereof, Tenant shall be paid its proportionate part of the total damages or consideration awarded or paid for such taking.

3.03. Assignability and Subletting. Tenant shall have the right to assign or sublet the premises to be leased, or any portion thereof, with notice in writing of any such assignment or subletting being provided to Landlord.

3.04. Right of Termination. If at any time during the continuance of said lease, Tenant is prevented from continuing the business of distributing petroleum products because of any law, ordinance, or regulation by any federal, state, or local government authority, or final order of any court prohibiting such business on such premises, and such prohibition or restriction is not removed within ninety (90) days of Landlord's receipt of written notice of such from Tenant and Tenant's description of such problem, then Tenant may terminate such lease upon giving thirty (30) days written notice after the 90-day Landlord notice period, in which event the rental obligation shall be abated from the date that Tenant is prevented from doing business on said premises. If during the continuance of such lease if any material part of said premises, including but not limited to the right of direct access to the streets and highways immediately adjacent thereto, shall be taken for public use under the right of eminent domain, or by any conveyance in lieu thereof, and if the remainder is not reasonably suitable for Tenants purpose, this lease may be terminated by agreement of both parties hereto, in which event the rental obligation shall be prorated to the date of such termination. The right of termination herein granted shall be in addition and cumulative to any right or remedy otherwise granted Tenant under the lease or by applicable law.

3.05. Utilities. Tenant will pay all connection, service, and use charges for all utilities servicing or to service the leased premises.

3.06. Liability Insurance. Tenant shall, during, the entire term hereof, keep in full force and effect a policy of public liability and

property damage insurance with respect to the leased premises and the business operated by Tenant on the leased premises in which the limits of public liability shall not be less than ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS per person and THREE HUNDRED THOUSAND AND NO/100 (\$300,000.0000) DOLLARS per accident and in which the property damage liability shall not be less than ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) DOLLARS.

3.07. Signs. Landlord hereby grants Tenant, the right to erect and maintain signs on the leased premises, during the term of this lease.

3.08. Possession. The Landlord covenants that during the term of this lease, the Tenant, paying the rent aforesaid and performing the covenants set forth herein, shall peaceably hold and enjoy the herein demised premises without hindrance or interruption by the Landlord and the Landlord agrees to protect the Tenant against the claims of any person or persons claiming ownership of or the right to possession of the demised premises.

IV.

DEFAULT

In case of default by the Tenant in any of the covenants contained herein, this lease may be forfeited at Landlord's option and discretion if any such default continues for a period of sixty (60) days after Landlord delivers Tenant written notice of such default and its intention to declare the lease forfeited, such notice to be sent

to the Tenant by certified mail, with return receipt requested, to Tenant's last known business address, and unless the Tenant shall have completely removed or cured such default or is engaged in removing or curing such default prior to the expiration of said sixty (60) day period, at Landlord's option, this lease shall cease and come to an end and the Landlord, its agent or attorney, shall have the right, without further notice or demand, to accelerate all rental payments herein and to enter and remove the Tenant without being deemed guilty of any manner of trespassing and without prejudice to any remedies for arrears of rent and relet the same for the remainder of the term of the lease for a reasonable rent, the Landlord, its agent or attorney may obtain for the account of the Tenant, and the Tenant shall make good any deficiency.

V.

RIGHT OF FIRST REFUSAL

Landlord agrees to irrevocably grant to Tenant the right of first refusal to purchase the herein demised property at anytime during the lease term and its options. Tenant shall have thirty (30) days in which to exercise it's right of first refusal to purchase said property.

VI.

MISCELLANEOUS PROVISIONS

6.01. No Waiver. No assent, express or implied, by the Landlord to any breach of any Tenant's covenants, agreements, conditions or terms hereof shall be deemed or taken to be a waiver of any succeeding breach of any covenants, agreements, conditions or terms hereof.

6.02. Parties Bound. The agreement, conditions, covenants and terms herein contained, shall in every case apply to, be binding upon and inure to the benefit of the respective parties hereto, their heirs, successors and assigns, with the same force and effect as if

specifically mentioned in such instance where a party hereto is named.

6.03. Other Breach. Should bankruptcy, insolvency or receivership proceedings of any kind be instituted by or against Tenant that shall be considered a breach of the terms and conditions of this lease and Landlord may pursue the remedies provided for herein.

6.04. Entry. Landlord may at any time during normal business hours enter the leased premises for inspection purposes.

6.05. Authority. Tenant covenants that the execution of this lease has been properly authorized by its Board of Directors and that the below named individual has been authorized to bind the corporation under this lease.

6.06. Applicable Law. This lease shall be governed by and construed under the laws of the State of Mississippi and all obligations hereunder are performable in Desoto County, Mississippi.

6.07 Attorney's Fees. In the event either party hereto must employ an attorney to successfully enforce any of the terms and conditions herein, then upon such enforcement the other party shall be additionally obligated to pay the cost of reasonable attorney's fees for such action.

6.08. Additional Notices. Landlord agrees that the notices called for by paragraph IV hereof shall additionally be made to such third party, provided Tenant shall have first informed Landlord, in writing, of the name and address of such third party.

All Landlord's Notices to be sent to:

LEON and ANN DOWNEN

338 Shady Grove

Hernando, Mississippi 38632

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All Tenant's Notices to be sent to:

TOTAL PETROLEUM, INC.

803 S. Robison Road

P.O. Box 973

Texarkana, Texas 75504

VII.

TAXES, INSURANCE, MAINTENANCE

All taxes, insurance and lot/building maintenance will be paid by Tenant. This is a net lease.

Executed by the undersigned the year and the day first above written.

LANDLORD:

Leon Downen Ann Downen

BY: _____

DATE: October 15, 1991

WITNESS: Ann Downen

TENANT:

TOTAL PETROLEUM, INC.

BY: Michael E. Craven

DATE: 10-15-91

WITNESS: Joel Miller

STATE OF Mississippi
COUNTY OF Desoto

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BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared Leon Downen + wife Ann Downen known to me to be the persons whose names ~~are~~ subscribed to the foregoing instrument and acknowledged to me that the same was the act of said Leon Downen + wife Ann Downen, and that they executed the same and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of October, 1991.

June 17, 1995
My commission expires

Connie Rhea Wulff
Notary Public

STATE OF Mississippi
COUNTY OF Desoto

BEFORE ME, the undersigned authority, in and for said County, on this day personally appeared Michael E. Craven, Administrative Manager of Total Petroleum Inc. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of said Michael E. Craven, Administrative Manager of Total Petroleum Inc. and that he executed the same and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 15th day of October, 1991.

June 17, 1995
My commission expires

Connie Rhea Wulff
Notary Public

EXHIBIT "A"

Part of the Southeast Quarter of Section 18, Township 3 South, Range 7 West, DeSoto County, Mississippi, and more particularly described as follows, to-wit:

Beginning at the intersection of the south right-of-way line of Holly Springs Road (160 feet wide) with the west right-of-way line of McCracken Road (120 feet wide), said point being 1694.0 feet west of the east line of said quarter section; thence run South $27^{\circ}40'36''$ East a distance of 104.40 feet along said west right-of-way line of McCracken Road to a half-inch steel bar at the northwest corner of the Hagan property; thence run South $00^{\circ}22'50''$ West a distance of 160.00 feet along the west line of said Hagan property to a point; thence run North $88^{\circ}49'12''$ West a distance of 225.00 feet along a fence to a 1-1/2 inch pipe; thence run North $00^{\circ}34'53''$ East a distance of 250.00 feet to 3/4-inch steel bar on said south right-of-way line of Holly Springs Road; thence run South $89^{\circ}17'23''$ East a distance of 175.00 feet along said south right-of-way line to the Point of Beginning and containing 1.24 acres. Bearings are based on true north as determined by solar observation.

MEMORANDUM OF LEASESTATE MS.-DESOTO CO. n.d.
FILED np

OCT 16 9 03 AM '91

THE STATE OF MISSISSIPPI
COUNTY OF DESOTORECORDED 10-16-91
DEED BOOK 62
PAGE 175
W.E. DAVIS CH. CLK.
W. H. Graham, C.L.

1. Lease executed October 15, 1991.
2. Name and address of Lessor: Leon and Ann Downen, 338 Shady Grove, Hernando, MS 38632.
3. Name and address of Lessee: Total Petroleum, Inc., a Colorado corporation, P. O. Box 973, Texarkana, Texas 75504.
4. Description of leased premises: A tract of land, 1.24 acres or approximately 54,015 sq. ft. at the southwest quadrant of McCracken Rd. and Holly Springs Rd. Hernando, DeSoto County, Mississippi, more specifically described in Exhibit "A" attached.
5. Term of Lease: The primary term of the Lease is for a period of ten (10) years commencing November 1, 1991 and terminating on October 31, 2001. Such Lease containing renewal provisions of four (4) successive five (5) year periods, with a final termination date of October 31, 2021.

In witness whereof the parties have hereunto executed this Memorandum of Lease this 15th day of October 1991.

LESSOR: LEON AND ANN DOWNEN

LESSEE: TOTAL PETROLEUM, INC.

BY: Leon DownenBY: Ann DownenBY: Michael E. Craven

COUNTY OF DESOTO

BE IT REMEMBERED, that on this day came before me the undersigned, a Notary Public, within and for the County aforesaid, duly commissioned and acting, Leon and Ann Downen, to me well known as the persons in the foregoing instrument, and acknowledged that they executed the same for the consideration and purposes therein mentioned and set forth.

WITNESS my hand and seal as such Notary Public on October 15, 1991.

Connie Rhea Wulff
Notary Public, DeSoto County, Mississippi

My Commission Expires: June 17, 1995



THE STATE OF ~~TEXAS~~ Mississippi
COUNTY OF ~~BOWIE~~ DeSoto

On this day personally appeared before me, a Notary Public, duly commissioned, qualified and acting within and for the said County and State, the person within named, Michael E. Craven to me personally well known, who stated that he was the Administrative Manager of Total Petroleum, Inc., a corporation, and was duly authorized in his respective capacity to execute the foregoing instrument for and in the name and on behalf of said corporation, and further stated and acknowledged that he had so signed, executed and delivered said foregoing instrument for the consideration, uses and purposes therein mentioned and set forth.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal on October 15, 1991.

Connie Rhea Wulff
Notary Public, State of ~~Texas~~ Mississippi
County of DeSoto
My Commission Expires: June 17, 1995

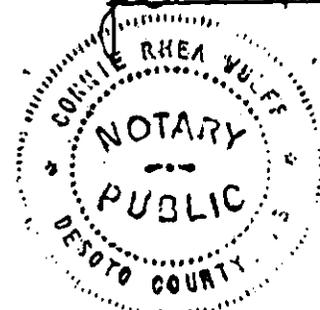


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