

STATE OF MISSISSIPPICOUNTY OF DESOTO

This Motor Fuel Distribution and Lease Agreement made and entered into this the 10 day of December, 19 98, by and between the following parties:

(1) S & S Oil Company, Inc. d/b/a Mansel Oil Company
of the following address: P. O. Drawer 840

Batesville, MS 38606
hereinafter referred to as "DISTRIBUTOR,"

STATE MS.-DESOTO CO.
FILED

(2) Rainbow Grocery
of the following address: 110230 Old Highway 78

Olive Branch, MS 38654
hereinafter referred to as "OCCUPANT," and

JUL 26 10 34 AM '99

(3) Young Don Shin
of the following address: 110230 Old Highway 78

Olive Branch, MS 38654
hereinafter referred to as "OWNER."

BK 82 PG 69
W.E. DAVIS, CLK.

WITNESSETH:

OWNER and OCCUPANT own and operate a retail sales establishment on a parcel of real estate located at the following address in the City of Olive Branch, State of Mississippi, more specifically described in the records of the Clerk's office of Desoto County, State of Mississippi.

WHEREAS, OWNER and OCCUPANT desire a self-service motor fuel business to be operated in connection with the retail sales establishment at said location, and whereas DISTRIBUTOR is willing to install and maintain the necessary equipment for the operation of a self-service motor fuel business at said location;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the parties do mutually agree as follows, to-wit:

1. DESCRIPTION

OWNER and OCCUPANT do hereby lease and sub-lease unto DISTRIBUTOR that portion of the following described property shown on the plat attached hereto and made a part hereof by reference. Said property is the parcel of real estate specifically located at the following address: 110230 Old Highway 78, Olive Branch, MS 38654 more specifically described in the records of the Clerk's office in Desoto County, State of Mississippi, as follows:

See attached Appendix "A"

Included in the leased premises shall be access from all highway and right-of-way access avenues currently existing on said property.

2. EQUIPMENT

On the above described property, and in conjunction with the self-service motor fuel business to be operated thereon, DISTRIBUTOR agrees to install and maintain the equipment listed on the schedule attached hereto, said schedule being marked Appendix "B". All costs of the equipment listed on Schedule B and installation thereof, and all repair and maintenance or replacement of such equipment and parts thereof shall be the responsibility of DISTRIBUTOR. All equipment listed on Appendix "B" and installed on the leased premises by the DISTRIBUTOR shall remain the property of DISTRIBUTOR and may be removed by DISTRIBUTOR at the termination of this lease as provided in Paragraph 12 below.

3. TERM

The term of this Motor Fuel Distribution and Lease Agreement shall be for an initial period of 10 years beginning on the 10 day of December, 19 98 and ending on the 9 day of December, 2008. DISTRIBUTOR shall have the option to renew this Agreement for two additional periods of 5 years each, the first renewal to commence immediately at the end of the initial ten year term of this Agreement and the second renewal to commence immediately at the end of said first renewal. In the event DISTRIBUTOR fails to affirmatively notify OWNER and OCCUPANT of DISTRIBUTOR's intent to cancel this Motor Fuel Distribution and Lease Agreement prior to the expiration of the original period of said Agreement, or prior to the expiration of the first option renewal term thereof, then the parties herein specifically agree and understand that the Agreement option immediately following said period shall automatically be exercised on the terms set forth herein.

4. DISTRIBUTION OF FUEL

DISTRIBUTOR agrees to supply and deliver motor fuel to the underground storage tanks on the above described premises. DISTRIBUTOR reserves the right to establish the retail price at which the motor fuel shall be sold and, from time to time, which price may be changed at the sole discretion of DISTRIBUTOR in order to most profitably compete in the market. DISTRIBUTOR reserves the right to determine in its sole discretion whether independent brands of motor fuel shall be supplied or whether major brands shall be marketed. DISTRIBUTOR reserves the right to modify said method of operation from independent to major brand operation and vice versa at its discretion. In the event major brands of motor fuel are distributed, DISTRIBUTOR reserves the right to determine which, if any, credit cards shall be accepted. OWNER and OCCUPANT also grant unto DISTRIBUTOR the right to place a sign or signs on the premises advertising the brand and/or the prices of said motor fuel.

5. COMMISSION: See Cost Plus Commission Rider attached.

6. DAILY READINGS AND DEPOSITS

OCCUPANT agrees to make a daily meter reading at the close of each business day of each week, or in the event of a change in the posted pump price, a meter reading at the time of said change, and to furnish a copy of reports of such readings to DISTRIBUTOR on forms approved by DISTRIBUTOR. OCCUPANT will make daily bank deposits in a separate bank account in the name of Mansel Oil Company on all usual banking days, said bank account to be maintained at the following bank: Trustmark National Bank. Deposits shall include receipts from all motor fuel sold the previous day less any sales made by credit card sales for that period. In the event Occupant makes any sales on credit Occupant shall deposit cash funds for said sales on a daily basis and Occupant shall carry the credit. In the event Occupant elects to take checks Occupant shall be responsible to Distributor should said checks be returned. All credit card sales by Occupant shall be on valid and unexpired credit cards. All deposits shall be and at all times remain in full the sole property of DISTRIBUTOR. All funds handled by OCCUPANT under this agreement shall remain at all times funds of DISTRIBUTOR for which funds OCCUPANT shall be liable and responsible. This agreement does not constitute an extension of credit to OCCUPANT. OCCUPANT accepts responsibility for the proper handling of product and funds on behalf of DISTRIBUTOR. DISTRIBUTOR reserves all rights to recourse, both civil and criminal, in the event of improper handling of the funds or product by OCCUPANT.

7. TITLE

Title to all motor fuel supplied by DISTRIBUTOR shall remain in the name of DISTRIBUTOR until sold by OCCUPANT. It shall be OCCUPANT's responsibility to account to DISTRIBUTOR for all inventories of motor fuel supplied under this Agreement. OCCUPANT shall save and hold harmless DISTRIBUTOR from any loss as a result of said motor fuel and shall prevent any attachment or lien upon said motor fuel and hold said motor fuel free and clear of any and all liens of any nature whatsoever. OCCUPANT shall file UCC Financing Statements and/or execute UCC Security Agreements or other documents as provided by state law with regard to all motor fuel and store inventory at the premises to ensure that title to the motor fuel products at the premises remains clear in the name of the DISTRIBUTOR and that no liens in favor of any other party attach to any motor fuel or petroleum products.

8. FORCE MAJEURE

In the event that either party hereto is hindered, delayed or prevented by "force majeure" in the performance hereof, the obligation of the party so affected shall be suspended and proportionally abated during the continuance of the force majeure condition and the party so affected shall not be liable in damages or otherwise for its failure to perform. The term "force majeure" as used herein shall mean any cause whatsoever beyond the control of either party hereto, including, but not limited to (a) act of God, flood, fire, explosion, war, riot, strike and other labor disturbances; (b) failure in, or inability to obtain on reasonable terms, raw materials, finished products, transportation facilities, storage facilities and/or manufacturing facilities; and (c) diminution, non-existence or redirection of supplies as a result of compliance by DISTRIBUTOR, voluntary or otherwise, with any request, order, requisition or necessity of the government or any governmental officer, agent or representative purporting to act under authority, or with any governmental or industry rationing, allocation or supply program.

If by reason of any force majeure condition DISTRIBUTOR shall be unable to supply the requirements of all of its customers of any product covered by this Agreement DISTRIBUTOR's obligation while such condition exists shall, at its option, be reduced to the extent necessary in its judgment to apportion fairly among DISTRIBUTOR's customers the amount of product which it is able to supply.

9. OPERATION OF PREMISES

It is understood that OCCUPANT will staff the remote lead out and control systems, and through such systems will supervise, observe, and control the dispensing of motor fuel in order to prevent accidental spillage or to prohibit the dispensing of motor fuel into illegal containers; and that OCCUPANT shall have at least one (1) attendant on duty at all times during which motor fuel dispensing services, or any of them, are open to the public, to observe all safety standards, rules and regulations duly promulgated by governmental authorities. It is further understood and agreed that OCCUPANT, OWNER, and/or the employees of OCCUPANT and/or OWNER, are not to be the employees and are not to be considered employees of DISTRIBUTOR for any purpose. OCCUPANT shall be responsible for the proper operation and use of the motor fuel and control equipment and the sale of motor fuel on the premises.

OCCUPANT agrees to keep the motor fuel sales operation at said premises open and in operation during the following hours of each week through the term of this agreement:

It is further agreed that should said self-service motor fuel business or other retail sales business at said location not be in operation during said hours for a period of ten (10) days, DISTRIBUTOR, at its option, may terminate this Motor Fuel Distribution and Lease Agreement immediately as it relates to OCCUPANT by written notice to OCCUPANT of said violation of the Agreement and termination at any time following such period of inactive operation. Termination of this Motor Fuel Distribution and Lease Agreement as to OCCUPANT shall not terminate DISTRIBUTOR's exclusive gasoline rights as provided in Paragraph 12, below. In the event of failure on the part of OCCUPANT to comply with the hours of operation requirements contained in this paragraph or in the event of default or breach by OCCUPANT of this Agreement in any manner, DISTRIBUTOR may, at its option, remove the equipment and tanks installed pursuant to this Agreement, at OCCUPANT's expense, in which event it shall be the responsibility of OCCUPANT to restore the property back to normal condition to the approval of DISTRIBUTOR and OWNER. In the event OCCUPANT shall fail to comply with any terms or provisions of this Agreement, DISTRIBUTOR may, at its option, cease distribution. In the event DISTRIBUTOR exercises such option, such exercise shall in no way prohibit DISTRIBUTOR from pursuing all other actions for damages and/or other remedies available as a result of such breach.

10. TAXES

DISTRIBUTOR will be responsible for securing and paying all licenses on pumps and motor fuel. OCCUPANT and/or OWNER will be responsible for all property taxes and assessments, all licenses other than motor fuel pump licenses, and electricity and other services and expenses normal to the maintenance of the real property, buildings, and motor fuel dispensing operations. Neither OCCUPANT nor OWNERS shall be considered employees of DISTRIBUTOR for tax purposes.

11. HOLD HARMLESS CLAUSE

OCCUPANT agrees to indemnify and save harmless DISTRIBUTOR, its successors and assigns, from and against any and all loss or liability arising out of bodily injury or death or property damage occurring on the entire premises or resulting from DISTRIBUTOR's use or occupancy of the leased premises, which said bodily injury or death or property damage shall result from negligence on the part of OCCUPANT or his employees or agents. OCCUPANT further agrees to procure and carry general liability insurance to provide liability limits in the amount of Three Hundred Thousand Dollars (\$300,000.00) minimum for said protection and further agrees to have his insurance carrier provide certificate of such insurance to DISTRIBUTOR.

12. EXCLUSIVE MOTOR FUEL RIGHTS

OWNER does join in this Agreement for the purpose of approving the same and authorizing the construction and modifications on the real property covered by this Lease. In consideration of the improved and enhanced value of said property as a commercial location, receipt of which consideration is hereby specifically acknowledged, and other good and valuable consideration, receipt of which is hereby specifically acknowledged, OWNER does grant along with OCCUPANT unto DISTRIBUTOR the exclusive gas and motor fuel rights on said property for the period and term of this Agreement and options or extensions hereunder whether or not said business and lease are assigned by any parties or their successors in title. Default by OCCUPANT shall not release and shall in no way effect DISTRIBUTOR's exclusive motor fuel rights in said property. It is specifically understood that all equipment covered by this Lease shall remain the property and equipment of DISTRIBUTOR. At the conclusion of the term of this Agreement DISTRIBUTOR shall have the right to remove said equipment and shall restore the premises back to its original or equal or better condition thereto.

13. ASSIGNMENT

All parties hereto agree specifically that their respective interests and rights under this Agreement may be assigned or transferred. All agreements hereunder, including the exclusive motor fuel rights contained in Paragraph 12 above, shall run with the land and shall be binding upon heirs, successors, or assigns of all parties hereto. In the event OWNER or OCCUPANT sells or transfers their interests and rights under this Agreement all terms and provisions of this Agreement shall remain in full force and valid with respect to the property covered by this Agreement.

14. DEFAULT

In the event of default or breach by any parties to this Agreement, the breaching party shall be responsible and pay to the non-breaching party all attorneys' fees, court costs, and all other reasonable expenses necessary to cure the breach of performance by the breaching party, or to restore the non-breaching party to the position that he or it would have been in had it not been for said breach, and all non-breaching parties shall have full rights of recourse against the breaching party for all damages caused or resulting from said breach.

In the event of breach of this Agreement or default by OCCUPANT within the first five (5) years of the date of this Agreement, OCCUPANT shall pay DISTRIBUTOR all costs incurred by DISTRIBUTOR with regard to the installation, maintenance, and removal of the equipment under this Agreement.

15. MISCELLANEOUS

If any portion of this Agreement is determined to be unlawful or invalid for any reason, the remaining portion of the same shall remain in full force and effect. There shall be no modification of this Lease and Agreement except in writing signed by all parties affected by said modification.

16. SPECIAL PROVISIONS

The OWNER of the real property herein upon which the DISTRIBUTOR has placed the equipment listed in Appendix B specifically and unequivocally agrees that all such equipment is the sole property of the DISTRIBUTOR and binds himself and his successors to allow the DISTRIBUTOR to remove all such equipment at DISTRIBUTOR's cost at the termination of this Agreement.

WITNESS THE SIGNATURES of the parties hereto this the 12th day of December, 1999.

DISTRIBUTOR: S & S OIL COMPANY, INC., d/b/a Mansel Oil Company

BY: William H. Stubblefield, WILLIAM H. STUBBLEFIELD

OCCUPANT: RAINBOW GROCERY
BY: Young Don Shin, Young Don Shin

OWNER: KE YOUNG DON SHIN

PREPARED BY:

BAILEY & WOMBLE
P.O. BOX 1615
BATESVILLE, MS 38606
(601) 563-4508

STATE OF MISSISSIPPI
COUNTY OF PANOLA

I, William H. Stubblefield, Notary Public, personally appeared before me, the undersigned authority in and for the said County and State, the within named William H. Stubblefield, with whom I am personally acquainted, who is President of S & S Oil Company, Inc., d/b/a Mansel Oil Company, a Mississippi corporation, Distributor, who acknowledged that he executed and delivered the above and foregoing instrument on the day and year therein mentioned and on behalf of and as the act of said corporation, he being duly authorized to do so.

Given under my hand and official seal on this the 12th day of December, 1999.
Michael C. Kelt Notary Public
MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 12, 2002
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI
COUNTY OF DESOTO

I, Michael C. Kelt, Notary Public, personally appeared before me, the undersigned authority in and for the said County and State, the within named YOUNG DON SHIN, Owner, Occupant, with whom I am personally acquainted, who acknowledged that he executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal on this the 8th day of July, 1999.
Michael C. Kelt Notary Public
My Commission Expires February 21, 2003

STATE OF MISSISSIPPI
COUNTY OF...

I, Michael C. Kelt, Notary Public, personally appeared before me, the undersigned authority in and for the said County and State, the within named ..., Owner, with whom I am personally acquainted, who acknowledged that he executed and delivered the above and foregoing instrument on the day and year therein mentioned.

Given under my hand and official seal on this the ___ day of _____, 19____.
_____, Notary Public
(SEAL)
My Commission Expires: _____

S & S OIL COMPANY, INC. d/b/a MANSEL OIL COMPANY

Motor Fuel Distribution and Lease Agreement

APPENDIX "A"

DESCRIPTION: Lot 14, Phase One, Hacks Cross Business Center Subdivision, situated in Section 12, Township 2 South, Range 6 West, DeSoto County, Mississippi, as per plat thereof recorded in Plat Book 62, at Pages 40-41, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

APPENDIX "B"

List of Equipment

Dispensers

Canopy

Console

Concrete under Canopy and over Tanks

APPENDIX "C"

COST PLUS COMMISSION RIDER

In the place and stead of the straight line commission set forth in Paragraph 5 DISTRIBUTOR and OCCUPANT agree that commission on all sales of motor fuel and other petroleum products pursuant to this Agreement shall be calculated according to the following method:

DISTRIBUTOR shall calculate its delivered or "laid-in" costs, which shall include DISTRIBUTOR's purchase cost, transportation cost to OCCUPANT's location, and all applicable taxes. To this figure shall be added the sum of One Cent (\$.01) per gallon to amortize equipment, maintenance and replacement, product consignment, general and accounting costs, and to cover DISTRIBUTOR's other operational expenses. Said "laid-in" or delivered costs plus freight (\$.012) per gallon shall constitute the "base price" from which calculation of the commission shall be made. DISTRIBUTOR shall pay OCCUPANT a commission equal to fifty percent (50%) of the difference between this "base price" and the retail pump posted price of all motor fuel sold through the pumps covered by this Agreement. The difference between the "base Price," (which base price includes the "laid-in" costs plus freight (\$.012) per gallon) and the retail pump posted price shall be shared equally by the parties on a 50-50 basis, DISTRIBUTOR receiving fifty percent (50%) of such difference and OCCUPANT receiving fifty percent (50%) of such difference. DISTRIBUTOR shall pay said commission to OCCUPANT on or before the 15th day of each month following the month in which said motor fuel is sold by OCCUPANT through said pumps.