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ps Aug 6 3 23 PM '03MOTOR FUEL DISTRIBUTION AGREEMENTBY 99 PG 628  
W.E. DAVIS CH. CLK.STATE OF MISSISSIPPI  
COUNTY OF PANOLAThis Motor Fuel Distribution Agreement made and entered into this the 28 day  
of May 2003, by and between the following parties:

- (1) S & S Oil Company, Inc. dba Mansel Oil Company, P. O. Drawer 840, Batesville, MS 38606, hereinafter referred to as "Distributor".
- (2) P3V2, Inc. dba Pac-N-Snac, 6211 Cockrum Ave., Olive Branch, MS 38654, hereinafter referred to as "Owner-Occupant".

## WITNESSETH:

Owner-Occupant owns and operates a retail sales establishment on a parcel of real estate located at 6211 Cockrum, 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, as follows, to-wit:

In Section 33, Township-1-South-Range-6-West, Olive Branch, Mississippi:  
7 Lots Zoned: C-2

See Attached.

WHEREAS, Owner-Occupant desires 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 deliver and provide Amoco gasoline for the operation of a self-service motor fuel business as 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:

## TERMS:

- (A) Vinod Bhula, Vinod Pareek, Dr. R.C. Purohit, Dr. Pravin Patel agrees to purchase BP gasoline from S & S Oil Co., Inc. DBA Mansel Oil Company for the Retail Store at 6211 Cockrum, Olive Branch, MS 38654.
- (B) S & S Oil Co., Inc. DBA Mansel Oil Company will haul the produce from BP's designated terminal in West Memphis, AR or the terminal designated by Amoco to serve Olive Branch, MS.
- (C) S & S Oil Co., Inc. DBA Mansel Oil Company will furnish all BP signs, labeling, logos and other identifying means required by BP for branding. All such BP signs, labeling, logos or other identifying means shall remain the property of BP.
- (D) The price of Petroleum products shall be the S & S Wholesale price of BP Gasoline plus \$.01 a gallon, all freight, and all applicable taxes.
- (E) All credit card fees and equipment rental shall be charged to the Owner-Occupant at the costs presented to Mansel Oil Company.
- (F) All Petroleum products are payable ten (10) days from delivery.

- (G) That all Petroleum equipment and other related equipment shall be installed at the premises by P3V2, Inc. dba Pac-N-Snac and that they will be the sole owner of the equipment. That S & S Oil Co., Inc. DBA Mansel Oil Company will have no ownership in any equipment on the property. Any maintenance of pumps shall be responsibility of P3v2, Inc, DBA Pac-N-Snac.
- (H) The parties agree that no other Petroleum products shall be used or sold from the premises during the term of this Agreement.
- (I) The parties agree that the initial terms of this Agreement shall be for a term of ten years, commencing May 28, 2003, and terminating May 28, 2013. Should either party desire not to continue this Agreement, then that party shall give sixty (60) days written notice to the other and unless a subsequent witten agreement is executed, this agreement shall continue on a month to month basis.
- (I) All parties hereto agree specifically that their respective interest and rights under this Agreement may be assigned or transferred. All Agreements hereunder, including the exclusive motor fuel rights contained in Paragraph (H), 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.
- (J) Each party herein shall be responsible to carry its own liability insurance to protect its respective interests. That the Owner-Occupant shall hold harmless the Distributor on any claims that may be filed against the parties for the negligence of the Owner-Occupant.

#### 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.

#### 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 effected by said modification.

Witness the signatures of the parties hereto this the 28th day of May, 2003.

DISTRIBUTOR: S & S OIL COMPANY, INC. DBA  
MANSEL OIL COMPANY

BY: [Signature]

OCCUPANT: VINOD BHULA  
VINOD PAREEK  
DR. R.C. PUROHIT  
DR. PRAVIN PATEL  
P3V2, INC. DBA PAC-N-SNAC

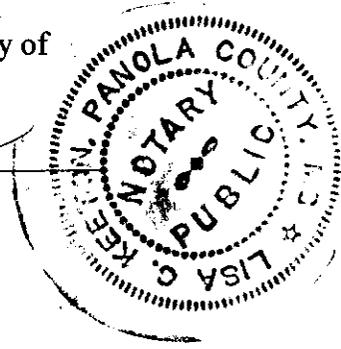
BY: [Signature]

STATE OF MISSISSIPPI  
COUNTY OF PANOLA

Personally appeared before me, the undersigned authority in and for the said County and State, the within named W. H. STUBBLEFIELD with whom I am personally acquainted, who is President of S & S Oil Company, Inc., DBA 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 27<sup>th</sup> day of May, 2003.

[Signature]  
NOTARY PUBLIC



(SEAL)

My Commission Expires:

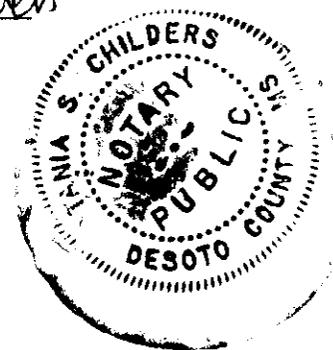
MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG 12, 2006  
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI  
COUNTY OF OLIVE BRANCH

Personally appeared before me, the undersigned authority in and for the said County and State, the within named P3V2, INC., Occupants, 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 27<sup>th</sup> day of May, 2003.

[Signature]  
NOTARY PUBLIC

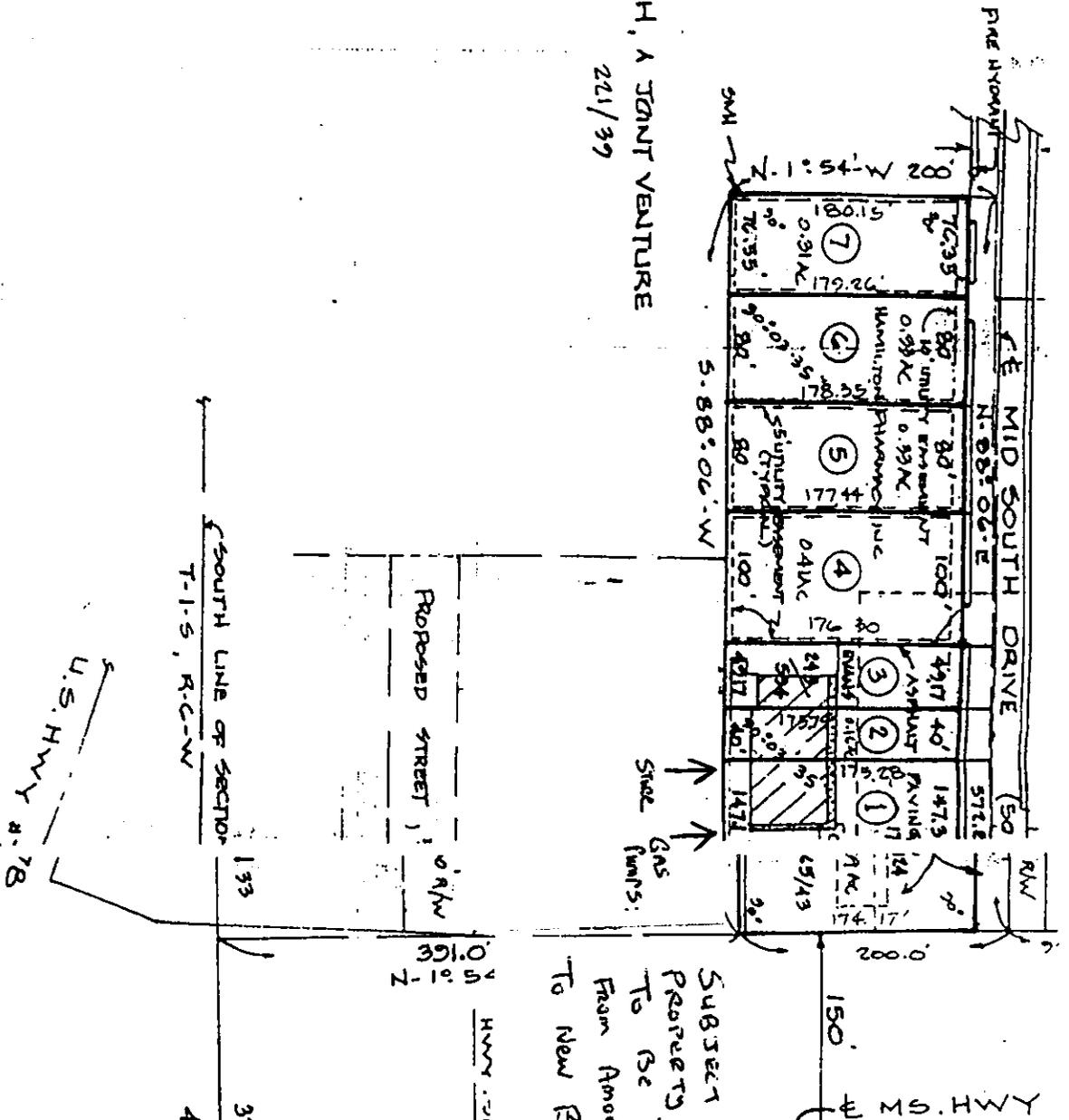


(SEAL)

My Commission Expires:

My Commission Expires June 19, 2006

AGH, A JOINT VENTURE  
2/21/39



SUBJECT PROPERTY TO BE TRANSFERRED FROM AMOCO (CURRENT) TO NEW BP IMAGE

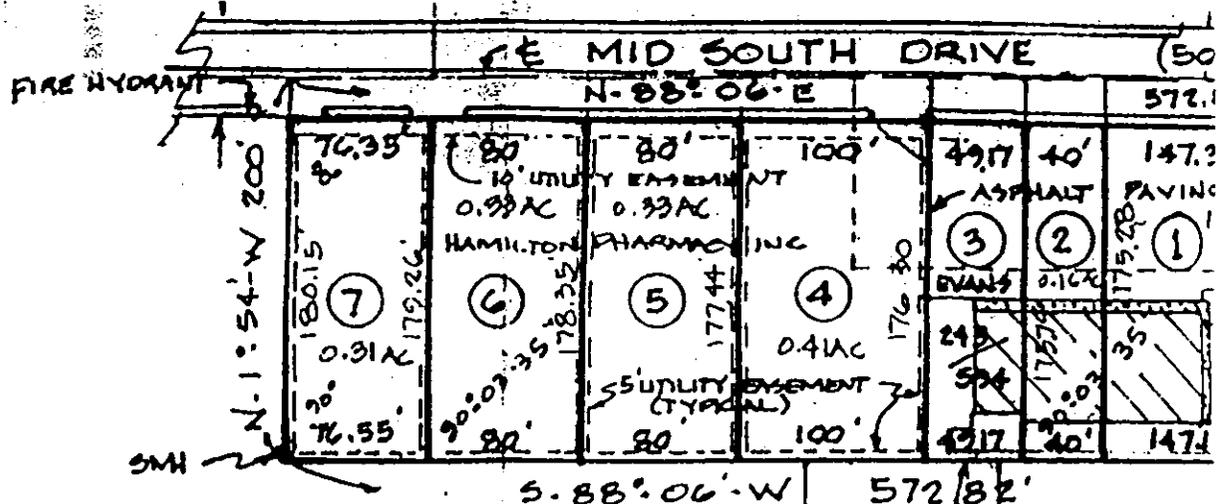
HAMILTON'S MID SOUTH DIVISION  
IN SECTION 33, TOWNSHIP 1-South  
RANGE C-WEST, OLIVE BRANCH  
DESOTO COUNTY, MISSISSIPPI  
7 LOTS OWNED BY DR. PRAVINA PATEL  
ZONED : C-2 DR. PRAVINA PATEL  
OWNERS: HAMILTON'S DIVISION  
DR. L. GREGORY EVANS

33	34
4	3



PEA DEPOS  
173/245  
62/43  
245/245  
62/122

THOMAS W. KING JR. - LAND SURVEYOR  
P.O. BOX 613, OLIVE BRANCH, MS 386  
SCALE: 1" = 100'  
DATE: 10-23-92  
APPROVED BY: [Signature]  
ATOME (601) 524-2657  
PREPARED FOR: MR. FORDWEST HAM  
CUNY'S SURVEY



A.C.H., A JOINT VENTURE  
221/39

HAROLD  
BRUEL  
24/700

R.R. MORSE  
& SON  
229/4

PROPOSED STREET

← SOUTH LINE OF SECTION  
T-1-S, R-C-W

← U.S. HWY #



BK0099PG0633

PHONE 563-3196

MANSEL OIL, INC.

P.O. Drawer 840  
Batesville, MS 38606

August 5, 2003

Lisa Keeton - Prepared Document  
Mansel Oil Company, Inc.  
P.O. Drawer 840  
Batesville, MS 38606

662-563-3196

*Lisa Keeton*