

Prepared By:  
Lisa C. Keeton  
1162 Morrow Rd.  
Courtland, MS 38620  
662-563-3196

MOTOR FUEL SALES AGREEMENT

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

This Motor Fuel Sales Agreement made and entered into as of the 1ST day  
Of APRIL, 2008, by and between SALAH ELHUREIBI, 9117 MALLARD  
CREEK#117, HORN LAKE, MS 38637, hereinafter referred to as OWNER or LESSEE,  
And S & S OIL CO., INC., A Mississippi corporation, P.O. Drawer 840, Batesville,  
Mississippi 38606, hereinafter referred to as DISTRIBUTOR. Also, this contract is  
binding with the LANDLORD, <sup>Southaven Gondoll LLC</sup> JAMEEL BAHUR, 516 GLENGARY, NASHVILLE, TN  
37217. Landlord joins in this contract solely for the purpose of giving S & S Oil  
Company permission to supply the forementioned LESSEE and brand the  
location BP. With a supply agreement for a period of no less than ten years. S & S Oil,  
Inc. shall have no recourse against landlord for Lessees' failure to perform its' obligation  
under this agreement.

P 4/17/08 10:30:00  
BK 125 PG 511  
DESOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

WHEREAS, the OWNER leases the hereinafter described real property and  
operates there at a retail sales establishment (hereinafter "the premises" shall refer to said  
establishment and said real estate) located at 7820 HWY 51 NORTH, SOUTHAVEN,  
MS 38671, and being more particularly described as follows,  
to wit:

SOUTHAVEN CITY BP

In consideration of the mutual covenants and mutual covenants and agreements  
contained herein and for other good and valuable consideration, the receipt and  
sufficiency of which is hereby acknowledged, the parties hereto agree and covenant as  
follows, to wit:

1.

This agreement is for a term of 10 years. That although the term of this  
agreement as hereinbefore stated, this agreement shall be binding upon the parties from  
and after the date hereof and in particular the OWNER shall not sell or otherwise  
distribute any gasoline, diesel or motor fuel from the premises unless supplied by  
DISTRIBUTOR from and after the date hereof and during the term of the agreement and  
during the period of renewal terms. The term will commence in the month that BP gives

final completion approval to the location. At such time, the parties will execute an Addendum to the contract that sets forth the specific dates.

2.

DISTRIBUTOR agrees to sell to OWNER and OWNER agrees to purchase from DISTRIBUTOR for the price and on the terms set out herein, all gasoline and diesel fuel sold by OWNER at the premises. The said gasoline motor fuel shall be branded BP. No gasoline or diesel fuel shall be sold on the premises unless supplied by the DISTRIBUTOR, with the exception that should the DISTRIBUTOR be unable for any reason to provide said gasoline products to OWNER, then in that event, OWNER may obtain gasoline from any source of its choice until DISTRIBUTOR notifies OWNER of DISTRIBUTOR'S ability to reinstate delivery.

3.

The price of motor fuel shall be as follows: Gasoline—BP's wholesale price plus ONE cent (.01) per gallon, based on BP's wholesale prices in MEMPHIS, TN. In addition there shall be added to said price all taxes imposed on gasoline and diesel fuel sold to OWNER under this agreement and transportation costs.

4.

OWNER shall pay for said gasoline and diesel fuel as follows: The OWNER shall pay for said gasoline within **eight(8)** days after the date of delivery. If payment is not made within said **eight(8)** day period, then the DISTRIBUTOR has the option of not completing delivery of any further loads of gasoline and diesel fuel until such time, as payment for all previous loads shall have been made in full. **Payment will be made by EFT.** OWNER shall keep in force and irrevocable Letter of Credit during the time of this contract in the amount of \$25,000.00 made payable to S & S Oil Company, Inc.

5.

The OWNER shall pay the DISTRIBUTOR the exact rental and credit card cost that BP charges the DISTRIBUTOR presently or as same may change from time to time by BP. The DISTRIBUTOR shall provide to the OWNER prior notice of any changes in BP's rental and credit card costs charged to DISTRIBUTOR immediately after DISTRIBUTOR'S receipt of notice of such change.

OWNER shall maintain, at OWNER'S expense, public liability insurance, in and amount not less than 1,000,000.00 with a reputable insurer, and OWNER shall furnish evidence of same to DISTRIBUTOR. OWNER shall furnish DISTRIBUTOR any notice of renewal, cancellation, or change with respect to any such policy of insurance. OWNER shall indemnify, defend, protect, and save DISTRIBUTOR harmless from any and all losses, damages, claims, liability, suits, action, judgements, and costs pertaining to personal injury, death, or property damages, which occur, arise from, relate to, or are caused by any action, omission, or negligence of OWNER (and OWNER'S agents and employees) except for such part of said losses, damages, claims, liability, suits, action, judgements, and costs that is attributable to any action, omission, or negligence of the DISTRIBUTOR (and DISTRIBUTOR'S agents and employees) which shall be the obligation of the DISTRIBUTOR.

6.

S & S will furnish all signs and imaging. S & S Oil Company will give to SOUTHAVEN CITY BP .03 cents per gallon for <sup>3</sup> years on rebate. 100% up front. SE AK

7.

This contract shall be interpreted under the laws of the State of Mississippi notwithstanding the fact that one or more of the parties to this agreement may be or become a resident or a citizen of, or be or become domiciled in, a different state.

8.

This agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

9.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and as an inducement to OWNER to enter into this agreement, the undersigned SALAH ELHUREIBI, individually, does hereby guarantee the prompt performance of this agreement by the OWNER and the prompt payment of all moneys due under this agreement by the OWNER. This guaranty is continuing, absolute, and unconditional. Notice of acceptance is waived. This guaranty shall remain

in full force and effect during the term of said agreement and until all debt and money due by the OWNER hereunder shall have been paid in full. The expiration or termination of this agreement shall have no effect on the guarantor's obligations with respect to said indebtedness and money due hereunder. The guarantor waives any and all demand for payment, any notice of credits extended and shipments of goods and merchandise made hereunder, and all other notices whatsoever. No action need be brought against the OWNER as a precondition to the enforcement of this guaranty provision against the undersigned guarantor.

10.

This agreement constitutes the essential terms of the agreement between the parties for the purposes stated herein and no other offers, agreements, understandings, warranties or representations exist between the parties. Also, this contract is can be assigned by both parties.

11.

DISTRIBUTOR shall maintain, at DISTRIBUTOR'S expense, public liability insurance, in an amount not less than One Million Dollars (\$1,000,000.00) with a reputable insurer and DISTRIBUTOR shall furnish evidence of same to OWNER. DISTRIBUTOR shall furnish OWNER any notice of renewal, cancellation, or change with respect to any such policy of insurance. DISTRIBUTOR shall indemnify, defend, protect, and save OWNER harmless from any and all losses, damages, claims, Liability, suits, actions, judgements, and costs pertaining to personal injury, death, or property damages, which occur, arise from, relate to, or are caused by any action, omission, or negligence of DISTRIBUTOR (and DISTRIBUTOR'S agents and employees) except for such part of said losses, damages, claims, liability, suits, actions, judgements, and cost that is attributable to any action, omission, or negligence of the OWNER (and OWNER'S agents and employees) which shall be the obligation of the OWNER.

The payback will be on an amortized schedule of 10 years if the contract is not honored.

The OWNER agrees to the following terms and conditions:

- 1.) The effective beginning date of the Allowance payment period and of the commitment period will be the first day of the month following the

completion of the branding (the "Effective Date"); provided that the Location is open for business. The Allowance will terminate at the end of the Payment Period for the Allowance.

- 2.) The Allowance will be calculated on the actual gasoline volume pumped at the Location. Allowances will be paid to OWNER semi-quarterly.
- 3.) If the Location debrands, for any reason, before the completion of the commitment period for the Allowance, the OWNER shall reimburse the Distributor all or a portion of the Allowance payments received for the Location, which reimbursement shall be based upon the number of years the Location was branded BP after the effective date based on the following chart:
- 4.) Owner agrees to participate in any and all of BP's Point of Sale promotions at his expense if any and also comply with the new comlinx system that BP is implementing.

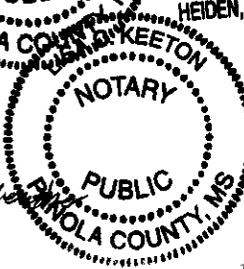
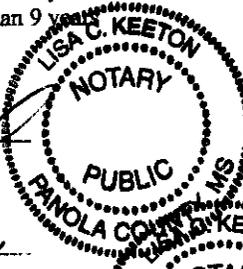
# OF YEARS BRANDED WITH BP	% OF ALLOWANCE TO BE REIMBURSED TO BP
Less than 4 years	100%
More than 4 but less than 5 years	80%
More than 5 but less than 6 years	60%
More than 6 but less than 7 years	40%
More than 7 but less than 8 years	30%
More than 8 but less than 9 years	20%

*Lisa Keet*  
3-28-08

*[Signature]*  
W.H. STUBBLEFIELD  
PRESIDENT

*[Signature]*  
SALAH ELHUREIBI  
LESSEE

By: *[Signature]*  
JAMEEL BAHUR Its: Managing Member  
LANDLORD  
Southaven Conoco LLC



Notary Public State of Mississippi  
At Large  
My Commission Expires  
August 12, 2010  
BONDED THRU  
HEIDEN, BROOKS & GARLAND, INC.

*Lisa C Keet*

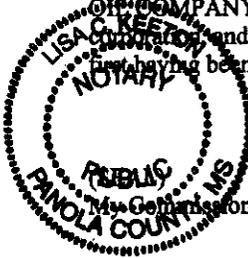
Notary Public State of Mississippi  
At Large  
My Commission Expires  
August 12, 2010  
BONDED THRU  
HEIDEN, BROOKS & GARLAND, INC.

*March 24/2008*  
*Rachel or Tam*

MY COMMISSION EXPIRES:  
September 19, 2009

STATE OF MISSISSIPPI  
COUNTY OF PANOLA

Personally appeared before me, the undersigned authority in and for the said County and State, on this 28 day of March, 2008, within my jurisdiction, the within named William H. Stubblefield, who acknowledged that he is President of S&S OIL COMPANY, INC., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.



At Large  
My Commission Expires August 12, 2010  
BONDED THRU  
HEIDEN, BROOKS & GARLAND, INC.

Lisa Keeton  
NOTARY PUBLIC

STATE OF MISSISSIPPI  
COUNTY OF PANOLA

Personally appeared before me, the undersigned authority in and for the said County and State, on this 28 day of MARCH, 2008, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that they are MANAGER of SOUTHMAN City Center a MISSISSIPPI business, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said business so to do.

Lisa Keeton  
NOTARY PUBLIC



Notary Public State of Mississippi  
At Large  
My Commission Expires: August 12, 2010  
BONDED THRU  
HEIDEN, BROOKS & GARLAND, INC.

STATE OF TENNESSEE  
COUNTY OF Davidson

Personally appeared before me, the undersigned authority in and for the said County and State, on this 20 day of March, 2008, within my jurisdiction, the within named \_\_\_\_\_, who acknowledged that they are the manager of Southman City Center LLC a TENNESSEE business, and that for and on behalf of the said corporation, and as its act and deed he executed the above and foregoing instrument, after first having been duly authorized by said business so to do.

Rachel M. Tran  
NOTARY PUBLIC

(SEAL)

MY COMMISSION EXPIRES:  
September 19, 2009

