

Handwritten initials

~~PREPARED BY & RETURN TO:~~  
AUSTIN LAW FIRM, P.A.  
ATTORNEYS AT LAW  
8928 COBBLESTONE DRIVE, SUITE 100  
SOUTHAVEN, MS. 38672  
662-890-7575

Prepared By ~~and Return to:~~  
Eric L. Sappenfield, PLLC, MS Bar #6468  
6858 Swinnea Road, 5 Rutland Place  
Southaven, MS 38671 662-349-3436

Grantor's Address  
Fill It Up, LLC  
4075 Chalice Drive  
Southaven, MS 38672  
901-331-4425

Grantee's Address  
BL Property II, LLC  
4870 Venture Drive  
Southaven, MS 38671  
662-349-1033

INDEXING INSTRUCTIONS: Lot 4, First Revision to Lot 3 of Lots 2 & 3 Church Venture Subdivision, in Section 12, Township 2 South, Range 8 West, DeSoto County, Mississippi, as per Plat thereof recorded in Plat Book 109, Page 23, in the Office of the Chancery Clerk of DeSoto County, Mississippi.

**OPTION TO PURCHASE WITH FIRST RIGHT OF REFUSAL**

**This Option to Purchase With First Right of Refusal** is hereby entered into on this the 7<sup>th</sup> day of June, 2010, by and between Fill It up, LLC, a Mississippi Limited Liability Company, hereinafter referred to as "Grantor", and BL Property II, LLC, a Mississippi Limited Liability Company, hereinafter referred to as "Grantee";

**WHEREAS**, the property subject to this Option to Purchase With First Right of Refusal is:

Lot 4, First Revision to Lot 3 of Lots 2 & 3 Church Venture Subdivision, in Section 12, Township 2 South, Range 8 West, DeSoto County, Mississippi, as per Plat thereof recorded in Plat Book 109, Page 23, in the Office of the Chancery Clerk of DeSoto County, Mississippi;

S05-10-0302

**WHEREAS**, BL Property II, LLC is the Optionee herein and seller of the property described above;

**WHEREAS**, Fill it Up, LLC is the Optionor herein and purchaser of the property described above;

**WHEREAS**, as a condition to BL Property II, LLC executing its Warranty Deed unto Fill It Up, LLC for the property described above, this Option to Purchase With First Right of Refusal is hereby entered into between the parties.

**NOW THEREFORE, IN CONSIDERATION OF THE AFORESAID** and other good and valuable consideration, the parties hereby covenant and agree as follows:

1. The effective date of this Option to Purchase With First Right of Refusal is June 7, 2010, and effective with the execution of the Warranty Deed described above.
2. Optionor hereby agrees to give Optionee written notice of Optionor's intent to market the property for sale;
3. Optionor hereby grants unto Optionee the first option to re-purchase the property described above upon the same terms and conditions as Optionor may accept and/or agree to sell said property to any other third party that is a bonafide purchaser for value. This Option with First Right of Refusal shall be subject to the following terms and conditions:
  - (a) Upon Optionor receiving a written real estate contract for the sale of the property described above, Optionor shall notify Optionee in writing, by United States mail certified return receipt requested, enclosing a copy of said contract detailing the terms thereof;
  - (b) Optionee shall have ten (10) business days (Monday-Friday) from the date of receipt of said notice (as evidenced by the date of the return receipt) to either accept or reject said offer;
  - (c) Optionee, with any acceptance made thereof, shall deliver unto Optionor a duly executed real estate sales contract with the necessary earnest money. All provisions

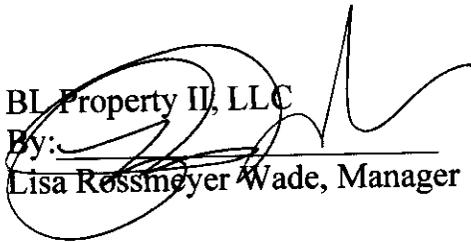
therein shall be upon the same terms and conditions as that being detailed said third party's real estate sales contract with the specific exception of any closing deadline being extended to be no less than forty-five (45) days from the date of the notice. All earnest money funds shall be in certified or cashier's form.

(d) In the event that Optionee fails to respond within the 10 day time period stated above then this Option to Purchase shall be deemed forfeited and null and void with no further action required by Optionor.

4. Either party may, at its option, but not in lieu of personal notice, record any notices required herein with the Office of the Chancery Clerk of DeSoto County, Mississippi.

5. Each party agrees to cooperate with the other party should any waiver or estoppel notice or confirmation hereof be required by any third party in order to confirm the requirements herein.

Fill It Up, LLC  
By: \_\_\_\_\_  
Steve Beene, Member

BL Property II, LLC  
By:   
Lisa Rössmeyer Wade, Manager

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the \_\_\_\_ day of June, 2010, within my jurisdiction, the within named Steve Beene, who a acknowledged that he is a Member of Fill It Up, LLC, a Mississippi Limited Liability Company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 7<sup>th</sup> day of June, 2010, within my jurisdiction, the within named Lisa Rossmeyer Wade, who a acknowledged that she is Manager of BL Property II, LLC, a Mississippi Limited Liability Company, and that for and on behalf of said limited liability company, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do.

*Kelly H. Smith*  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_



therein shall be upon the same terms and conditions as that being detailed said third party's real estate sales contract with the specific exception of any closing deadline being extended to be no less than forty-five (45) days from the date of the notice. All earnest money funds shall be in certified or cashier's form.

(d) In the event that Optionee fails to respond within the 10 day time period stated above then this Option to Purchase shall be deemed forfeited and null and void with no further action required by Optionor.

4. Either party may, at its option, but not in lieu of personal notice, record any notices required herein with the Office of the Chancery Clerk of DeSoto County, Mississippi.

5. Each party agrees to cooperate with the other party should any waiver or estoppel notice or confirmation hereof be required by any third party in order to confirm the requirements herein.

Fill It Up, LLC  
By: [Signature]  
Steve Beene, Member

BL Property II, LLC  
By: \_\_\_\_\_  
Lisa Rossmeyer Wade, Manager

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this the 7<sup>th</sup> day of June, 2010, within my jurisdiction, the within named Steve Beene, who a acknowledged that he is a Member of Fill It Up, LLC, a Mississippi Limited Liability Company, and that for and on behalf of said limited liability company, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said limited liability company so to do

[Signature]  
NOTARY PUBLIC

My Commission Expires:  
06-21-2011

