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CAO DESOTO COUNTY, MS
65 W.E. DAVIS, CH CLERK

THIS INSTRUMENT WAS PREPARED BY/RETURN TO:

SMITH, PHILLIPS, MITCHELL, SCOTT & NOWAK, LLP - Attn: Colmon S. Mitchell, MS Bar #3355
Attorneys At Law
P. O. Drawer 1586
Batesville, MS 38606
Ph: (662) 563-4613

GRANTOR'S INFORMATION: James B. Mason, 2030 Tall Trees Drive, Horn Lake, MS 38637

GRANTEE'S INFORMATION: Huron Smith Oil Co., Inc., P. O. Drawer 551, Batesville, MS 38606; Ph: (662) 563-9786

INDEXING INSTRUCTION: Lot 1, Brook Hollow South Commercial Subdivision and Lot 2, Brook Hollow Commercial Subdivision, all in Section 24, Township 1 South, Range 8 West, DeSoto County, MS

Plat Book 11, Page 39

MOTOR FUEL DISTRIBUTION AND LEASE AGREEMENT

STATE OF MISSISSIPPI
COUNTY OF DESOTO

This Motor Fuel Distribution and Lease Agreement made and entered into this the 10th day of Feb, 2012, by and between the following parties:

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- (1) HURON SMITH OIL CO., INC.
of the following address: P. O. Drawer 1569, Batesville, MS 38606
hereinafter referred to as "DISTRIBUTOR."
- (2) VILLAGE FOODS, INC.
of the following address: 2030 Tall Trees Drive, Horn Lake, MS 38637
hereinafter referred to as "OCCUPANT," and
- (3) JAMES B. MASON
of the following address: 2030 Tall Trees Drive, Horn Lake, MS 38637
hereinafter referred to as "OWNER."

WITNESSETH:

OWNER and OCCUPANT own and operate a retail sales establishment on a parcel of real estate located at 624 Rasco Road in the County of DeSoto, 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:

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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: Rasco Road, DeSoto County, Mississippi, , more specifically described in the records of the Clerk's office in DeSoto County, State of Mississippi, as follows:

Part of Lots 1 and 2 of Brook Hollow West Subdivision as shown on Exhibit "A" attached hereto.

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", or otherwise identified herein, 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. Said equipment and property shall not become part of the real estate or a fixture. Said equipment and property shall remain personal property.

3. **TERM**

The term of this Motor Fuel Distribution and Lease Agreement shall be for an initial period of one (1) year beginning on the 1st day of February, 2012, and ending at midnight on the 31st day of January, 2013. DISTRIBUTOR shall have the option to renew this Agreement for seven (7) additional terms of one (1) year each. Each renewal term shall commence automatically and immediately at the end of the then current term of this Agreement. In the event DISTRIBUTOR elects that this Agreement not renew, the DISTRIBUTOR shall notify the OWNER and the OCCUPANT of DISTRIBUTOR'S intention that this Motor Fuel Distribution and Lease Agreement shall expire at the then current term of this Agreement.

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**

DISTRIBUTOR agrees to pay OCCUPANT the following commission on sales of motor fuel and other petroleum products pursuant to this Agreement calculated according to the following method:

DISTRIBUTOR agrees to pay to OCCUPANT three cents (3¢) per gallon for each gallon of motor fuel sold through the motor fuel pumps covered hereby and distributed pursuant to this Motor Fuel Distribution and Lease Agreement. Said commission payment shall be paid by DISTRIBUTOR 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.

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 payments as directed by the DISTRIBUTOR. The payments 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 execute such 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 in order 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. The OCCUPANT and the OWNER do hereby authorize the DISTRIBUTOR to file such Financing Statements, amendments, and continuation statements pertaining to said motor fuel as may be necessary in the sole discretion of the DISTRIBUTOR in such public offices as it deems appropriate in its sole discretion.

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 judgement to apportion fairly among DISTRIBUTOR's customers the amount of product which it is able to supply.

9. OPERATION OF PREMISES

It is 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: N/A.

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 or any other purpose.

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 any act or omission 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 One Million Dollars (\$1,000,000.00) 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. The OWNER and the OCCUPANT agree that no motor fuel shall be sold on the premises that is not purchased from DISTRIBUTOR pursuant to this Agreement. Default by OCCUPANT shall not release and shall in no way affect 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 expiration or termination of this Agreement DISTRIBUTOR shall have the right to remove said equipment and shall restore the premises back to its original or equal 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 addition to all other remedies of the DISTRIBUTOR, the DISTRIBUTOR, at its option, may terminate this contract in the event of default or breach of this Agreement by the OCCUPANT or the OWNER. Such termination shall not relieve the OCCUPANT or the OWNER from its/their obligations and/or payments due prior to such termination.

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

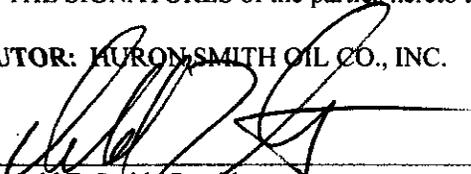
If any portion of this Agreement is determined to be unlawful or invalid for any reason, the remaining portion of the same shall remain in full force and effect. There shall be no modification of this Lease and Agreement except in writing signed by all parties effected by said modification. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive laws of the State of Mississippi, exclusive of any conflict of laws provisions thereof. Litigation pertaining to this Agreement shall be in the appropriate state court in Panola County, Mississippi. Each party to this Agreement has had the opportunity to obtain independent legal advice regarding this Agreement and they have had input and made contributions to the content of this Agreement. The parties to this Agreement waive the rule of construction that requires that words, terms, and provisions that are susceptible to more than one interpretation, or that are vague and/or ambiguous, be construed against the party drafting the Agreement and in favor of the party not drafting the Agreement.

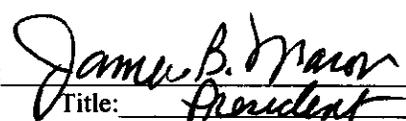
DISTRIBUTOR will pay all credit card fees.

16. SPECIAL PROVISIONS

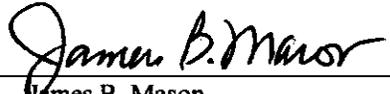
NONE

WITNESS THE SIGNATURES of the parties hereto this the 8th day of Feb, 2012.

DISTRIBUTOR: HURON SMITH OIL CO., INC.
By: 
Donald F. Smith, President

OCCUPANT: VILLAGE FOODS, INC.
By: 
Title: President

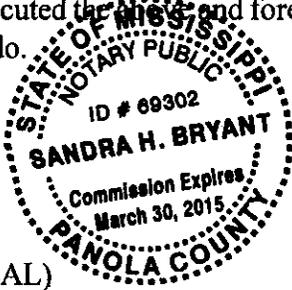
OWNER: JAMES B. MASON

By: 
James B. Mason

STATE OF MISSISSIPPI

COUNTY OF PANOLA

Personally appeared before me, the undersigned authority in and for the said County and State, on this 10th day of February, 2012, within my jurisdiction, the within named DONALD F. SMITH, who acknowledged that he is President of HURON SMITH OIL CO., 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.



Sandra H. Bryant
NOTARY PUBLIC

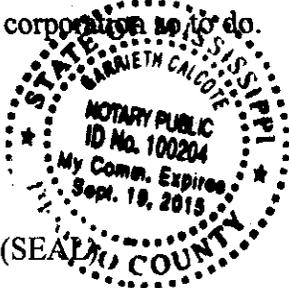
(SEAL)

My Commission Expires: 3-30-15

STATE OF Mississippi

COUNTY OF De Soto

Personally appeared before me, the undersigned authority in and for the said County and State, on this 8 day of February, 2012, within my jurisdiction, the within named James B. Mann, who acknowledged that he is President of VILLAGE FOODS, INC., a Tennessee 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.



Garneth Calcutt
NOTARY PUBLIC

(SEAL)

My Commission Expires: Sept 19, 2015

STATE OF Mississippi

COUNTY OF De Soto

Personally appeared before me, the undersigned authority in and for the said County and State, on this 8 day of February, 2012, within my jurisdiction, the within named JAMES B. MASON, who acknowledged that he executed the above and foregoing instrument.



Barneth Calcote
NOTARY PUBLIC

My Commission Expires: Sept 19, 2015

APPENDIX "A"

Lot 1, in Brook Hollow South Commercial Subdivision, located in Section 24, Township 1 South, Range 8 West and more particularly described as follows:

Commencing on the intersection of Interstate 55 and Rasco Road, thence easterly along the centerline of Rasco Road 67.90 feet to the point of curve; thence along the curve of Rasco Road 83.03 feet to the intersection of the centerline of Rasco Road and the east right-of-way line of Interstate 55; thence northerly along said east right-of-way line 40.25 feet to a point of beginning which is the southwest corner of said Lot 1; thence continuing along the east right-of-way line of Interstate 55, 150.00 feet to a point; thence eastwardly 99.08 feet to a point; thence southwardly 165.59 feet to the south property line of Brook Hollow South Commercial Subdivision, said point being 40 feet north of the centerline of Rasco Road; thence westwardly parallel to and 40 feet north of the centerline of Rasco Road 44.02 feet to a point of curve; thence continuing along the curve and parallel to and 40 feet north of the center line of Rasco Road 55.96 feet to the point of beginning; containing 0.36 acres.

Lot 2, Brook Hollow ^{South} Commercial Subdivision, as shown by plat of record in Plat Book 11, Page 29, in the Office of the Chancery Clerk of DeSoto County, Mississippi, in Section 24, Township 1 South, Range 8 West, to which plat reference is hereby made for a more particular description of said property.

APPENDIX B

Being part of that certain Motor Fuel Distribution and Lease agreement entered into by and among the undersigned HURON SMITH OIL CO., INC.(as DISTRIBUTOR), VILLAGE FOODS, INC. (as OCCUPANT), and JAMES B. MASON (as OWNER) on the 8th day of Feb, 2012.

EQUIPMENT

1 - 26' x 52' Lighted Canopy

1 - 8,000 Gallon Underground Tank

1 - 6,000 Gallon Underground Tank

1 - Ruby System

2 - Wayne MPD's

1 - Citgo Monument Sign

Plus all electrical and plumbing for the entire petroleum system