

ABC OIL COMPANY, INC.
PETROLEUM SUPPLY CONTRACT (BRANDED)

This Petroleum Supply Contract (Branded) ("Contract") made and entered into between The ABC Oil Companies, Inc., with a business address of 1234 Main Street, Kenner, LA 13243, ("Seller" or "ABC"). Corner Food Mart Inc., with a business address of Post office Box 111 Kenner, LA 13243, ("Purchaser") and John Doe with an address of Post office Box 111 Kenner, LA 13243 ("Guarantor(s)").

WITNESSETH

In consideration of the mutual promises herein contained, Seller shall sell and deliver to Purchaser at the premises located at 12345 Main Street Road Any town, AL 35002, (the "Premises"), and Purchaser shall purchase, receive and pay for, branded product(s) under the **TEXACO** trademarks, service marks, trade names, brand names, trade dress, logos, color patterns, color schemes, design schemes, insignia, image standards or other brand identifications ("Proprietary Marks"), and other products, of the kind and in the quantities and under the terms and conditions specifically set forth in Commodity Schedule(s) annexed hereto and made a part hereof. Seller's supplier of such branded products under the Proprietary Marks is **TEXACO**, and such supplier and its affiliates, successor(s) and assigns are collectively referred to hereinafter as the "Supplier."

1. Duration.

(a) The term of this Contract shall commence on the 01st day of January, 2006 and expire on the 31st day of December, 2016 (the "Term").

(b) Seller shall have the right to grant temporary extensions of this Contract of up to 180 days per extension. Any such extension shall not be considered a renewal of this Contract. The Term shall be understood to include any extensions granted under this paragraph 1(b).

2. Products. Purchaser agrees that Seller shall be the exclusive supplier of all Purchaser's petroleum fuel requirements ("Products") at the Premises at all times during the Term hereof. **Seller controls the brand and reserves the right to change the brand, in its sole discretion, so long as such change is deemed by Seller to be in the best interest of the parties and is necessary to remain competitive in the market place.** The following Commodity Schedule(s) forming a part of this Contract were affixed at or before the signing hereof. The supplier shall sell fuel at the "rack" price of the day of delivery and will add .01 cent to each gallon sold as supplier's profit.

COMMODITY SCHEDULE(S)

DATE

Commodity Schedule

January 01, 2006

By mutual agreement, this Contract may be amended from time to time by adding other or additional schedules, substituting revised schedules or by deleting one or more items or provisions from any Commodity Schedule(s) listed hereinabove. Additional and revised schedules shall be so marked and initialed by an authorized representative of Seller and by Purchaser and shall be affixed to and become a part of this Contract from and after the date appearing on such additional or revised schedule(s). Deletions shall be by notice given as provided herein and effective when accepted.

3. Quantity/Allocation.

(a) Seller shall sell to Purchaser and Purchaser shall purchase from Seller all Products in no less than the quantities shown on the applicable Commodity Schedule(s). However, during any period of this Contract for which the amount of any such Products that Seller is required to deliver to Purchaser is prescribed by government rules, regulations or orders, or becomes subject to an allocation by Supplier, the quantity of such Products shall be the quantity so prescribed or allocated instead of the quantity shown on the applicable Commodity Schedule(s). For purposes of the

Commodity Schedule(s), the "contract quantity" for any period shall be the quantity of Products which Seller is obligated to sell and Purchaser is obligated to buy under this Contract during that period whether prescribed by the attached Commodity Schedule(s) or by government rules, regulations or orders. If Supplier reduces its allocation of Products to Seller, then the quantity of Products that Seller is obligated to deliver and sell to Purchaser under the applicable Commodity Schedule(s) shall be reduced in the same proportion as Supplier's reduction of its allocation to Seller for the same product and grade. Any purchase or sale in excess of the volumes described above shall not be considered to modify this Contract as regards quantities to be delivered.

(b) If Seller, for any reason, does not have sufficient supplies of Products to supply its customers, then during any period of short supply Seller may restrict deliveries of the Products to Purchaser without liability and may allocate Seller's supply of the Products among its customers in a manner which is fair and reasonable under the circumstances. After cessation of any period of short supply, Purchaser and Seller shall promptly resume deliveries and receipts of the Products but shall not be obligated to make up any deliveries or receipts not made because of such period of short supply. Notwithstanding the foregoing, in the event of a period of short supply, within 10 days of the receipt of written demand by the Purchaser requesting delivery of Products owed under this Contract, Seller shall provide the Purchaser with the status of its ability to deliver the minimum quantities of Products. If Seller cannot provide such Products by the next scheduled delivery, then Purchaser shall have the right during such period of short supply to temporarily purchase from a third party, such minimum quantities of Products, with prior written notice to the Seller. Purchaser acknowledges that the sale of any brand other than brand identified in this Contract would be a material breach resulting in termination of the Contract and penalties as set forth herein below.

4. Price/Method of Payment.

(a) The price of the Products covered by this Contract shall be as stated in the applicable Commodity Schedule(s). Purchaser shall pay via electronic funds transfer ("EFT") (or at Seller's option, cash, certified or cashier's check, money order, Automated Direct Debit System, or other means approved by Seller) for all Products delivered to Purchaser by Seller under the terms of this Contract. Except where credit has been previously arranged with Seller, in writing, payment shall be made at the time of delivery.

(b) Where Seller requires payment via EFT, Purchaser will establish a commercial account with a financial institution that provides EFT services and will authorize Seller to initiate transfers of funds between Purchaser's account and Seller's accounts for payment of all amounts due to Seller under this Contract. Purchaser shall not use, or permit to be used, said commercial account for personal, family, or household purposes. Purchaser will provide Seller with all information and authorization necessary to debit and credit Purchaser's account. Purchaser shall maintain at all times funds in its account sufficient to make payments to Seller at the time of the EFT transaction. Should any EFT transaction be rejected by Purchaser's financial institution for Purchaser's failure to maintain sufficient funds in Purchaser's account, in addition to any rights Seller may have under this Contract or the law, Seller may collect a service charge for each occurrence of such rejection, whether or not payment is subsequently paid by Purchaser. In such event, Seller may also require, in its sole discretion, that subsequent payments be made by means of cash, certified or cashier's check, money order, or other means satisfactory to Seller upon or prior to delivery of the Products. Purchaser shall indemnify, defend and hold Seller harmless for any losses, costs, or damages arising out of any breach or violation of this paragraph 4(b).

(c) If at any time the financial responsibility of Purchaser shall become impaired or unsatisfactory to Seller, or should Purchaser be in arrears in his accounts with Seller, Seller may require, as a condition of making further deliveries under this Contract, payment by Purchaser of all past due accounts and cash payment prior to, or upon, all such future deliveries.

5. Control. Purchaser is an independent business with the exclusive right to direct and control the business operation at the Premises, including the establishment of the prices at which Products and merchandise are sold. Seller reserves no control over the business at the Premises. Purchaser has no authority to employ anyone as an employee or agent of Seller for any purpose.

6. Liability. Neither Seller nor Supplier shall be liable to Purchaser or to any other person for any damage to or loss of property, or for injury to or death of persons, or for the violation by Purchaser or any other person, of any governmental statute, law, regulation, rule, or ordinance, arising from the operation or activities of Purchaser or any other person pursuant to this Contract. Purchaser shall indemnify, protect, defend, and save Seller and Supplier harmless from and against any and all losses, claims, liabilities, environmental cleanup costs, fines, penalties, suits and actions, judgments and costs, including attorneys' fees and the costs of litigation, which shall arise from, or grow out of, any injury to or death of persons, or damage to or loss of property, or violation by Purchaser or any other person of any governmental statute, law, regulation, rule, or ordinance, directly or indirectly resulting from, or in any way connected with (i) Purchaser's performance of, or failure to perform under, this Contract, (ii) the operation of Purchaser's business at, or Purchaser's use of, the Premises; (iii) the activities of Purchaser, or any other person, at the Premises; or (iv) the condition of the Premises or of the adjoining streets, sidewalks or ways, irrespective of whether such injury, death, damage or loss is sustained by Purchaser or any other person, firm or corporation which may seek to hold Seller or Supplier liable. The existence or non-existence of any insurance required under this Contract will not limit Purchaser's indemnity or other obligations under this Contract. This indemnity shall survive the termination or nonrenewal of this Contract.

7. Credit. Nothing herein shall be construed as obligating Seller to extend any credit to Purchaser. If Seller, in its sole determination, elects to extend credit to Purchaser, such extension of credit shall only be made in writing on such terms and conditions that Seller may require including, without limitation, the following:

(a) If payment is not made on or before the due date, a late payment charge in an amount established by Seller from time to time, not to exceed the maximum allowed by law, may be imposed for each month (and any part thereof) which elapses from due date to the date payment is received by Seller. Seller's right to collect a late payment charge does not operate as a waiver against Seller's right of termination of this Contract or of any other right that Seller may have at law or in equity.

(b) If there are additional business transactions between Purchaser and Seller, including without limitation those relating to credit sales of products other than those identified herein, promissory notes, or real estate, unless it is clearly indicated in writing by Purchaser as to how payments received by Seller from Purchaser are to be applied, then such payments shall be applied by Seller in the following order or priority: (i) trade accounts, (ii) promissory notes, (iii) rentals or other amounts due under any other agreement or transactions.

(c) Seller reserves the right to withdraw such credit, or modify the terms and conditions of such credit, immediately at any time on giving to Purchaser notice thereof. In the event credit is withdrawn, all amounts then due and owing shall become payable immediately, and all future sales by Seller to Purchaser shall be for cash (or at Seller's option certified or cashier's check, money order or other means approved by Seller) payable prior to, or upon, delivery.

(d) Seller shall have the right but not the obligation to offset any amounts owed by Seller to Purchaser against any amounts owed by Purchaser to Seller, whether arising from the sale of goods or Products under this Contract, or from any other business transaction described in paragraph 7(b) above.

(e) In order to secure payment of all Purchaser's present and future amounts owed by Purchaser to Seller at any time during the Term of this Contract, or upon its termination or expiration, Purchaser hereby grants to Seller a security interest and/or a purchase money security interest in (i) all of Purchaser's inventory of petroleum products and tires, batteries and accessories ("TBA") purchased from Seller, regardless of when purchased, (ii) all accounts receivable owing to Purchaser regardless of when or how incurred, (iii) all of Purchaser's equipment purchased from Seller, and (iv) all proceeds of Purchaser's inventory, accounts receivable and equipment. By signing this Contract, Purchaser hereby irrevocably authorizes Seller to execute and file, in any jurisdiction, any financing statement, amendment or renewal, on such Seller's behalf as necessary to provide public record of this security interest. In the event of insolvency of Purchaser, assignment for benefit of creditors, the institution of bankruptcy, insolvency, reorganization, receivership, debt adjustment, or liquidation proceedings, by or against Purchaser, or failure of Purchaser to perform any of the obligations of payment in accordance with the terms of payment established by Seller from time to time, Seller shall have the option without notice or demand upon Purchaser to declare an event of default under the Uniform

Commercial Code, and upon any such default, Seller may declare all of Purchaser's amounts owed to Seller immediately due and payable. Thereafter Seller may proceed to enforce payment and may exercise any and all rights available to it. **Seller reserves the right to require from Purchaser from time to time, and upon demand by Seller, Purchaser shall provide a security deposit, letter of credit, personal guaranty and/or other forms of security acceptable to Seller to secure Purchaser's obligations under this Contract or any other contract or agreement between Seller and Purchaser. Failure to do so may result in changes to payment/credit terms.**

8. Credit Cards.

(a) As long as Seller elects to accept specified credit cards, credit identifications, fleet cards, debit cards, pre-paid cards or other similar transaction authorization cards (collectively "Transaction Cards"), Purchaser shall accept and honor all such Transaction Cards for the purchase of authorized Products and services. Purchaser shall pay any Transaction Card processing fee that may be assessed for providing such services.

(b) Seller shall accept from Purchaser all transactions generated as a result of purchases made with authorized Transaction Cards and shall process such purchases. At Seller's option, Seller shall pay the amount of the transactions to Purchaser, after deducting any applicable processing fee by: (i) check to Purchaser; (ii) a credit to Purchaser's bank account by EFT; or (iii) setting off the amount against Purchaser's account with Seller.

(c) For each transaction not authorized, disputed by a customer, or otherwise subject to charge back, Seller may either charge the amount to Purchaser's account or require Purchaser to make immediate refund to Seller, including refund by draft or EFT initiated by Seller, without any deduction for any processing fee.

(d) Purchaser agrees to adhere to the transaction authorization card terms and guidelines provided by Supplier, which may, at Seller's sole discretion, be amended from time to time ("Supplier's Transaction Card Program"). In the event that Purchaser fails to comply with this paragraph, Seller may limit or terminate Purchaser's right to participate in Supplier's Transaction Card Program. Further, Supplier or Seller may alter, modify, amend, or terminate Supplier's Transaction Card Program at any time upon notice to Purchaser.

(e) Seller and Supplier shall have the right to charge back sales transaction amounts. Purchaser shall maintain a record of each sales transaction (including the actual draft generated by the sale) for a period of no less than six (6) months from the date of the transaction. Any credit card transactions that are charged back because of failure to comply with the then-current instructions or because of customer dispute will be the responsibility of the Purchaser.

(f) Purchaser and Seller agree that all Transaction Card sales at the Premises shall be made pursuant to Supplier's point of sale ("POS") system for processing Transaction Cards. Purchaser understands that Supplier's software or firmware may be installed in the POS machine for use at the Premises and that such software or firmware is the proprietary product of Supplier. In such event, Purchaser understands and agrees that it has no right, title, or ownership interest in such software or firmware and agrees that it will not attempt to reverse engineer, decompile, disassemble or otherwise attempt to derive the source code of such software or firmware.

9. Delivery/Title/Risk of Loss. Delivery, passage of title and risk of loss of the Products shall be as set forth in the attached Commodity Schedule(s).

10. Taxes. It is agreed that any duty, tax, fee or other charge which Seller may be required to collect or pay under any municipal, state, federal or other laws now in effect or hereafter enacted with respect to the production, manufacture, inspection, transportation, storage, sale, delivery or use of the Products shall be added to, and included in, the prices to be paid by Purchaser for such Products.

11. Failure To Perform.

(a) Any delays in or failure of performance of Seller shall not constitute default hereunder or give rise to any claims for damages if and to the extent that such delay or failure is caused by occurrences including, but not limited to, acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; acts of war, rebellion, terror, or sabotage or damage resulting therefrom; embargoes or other import or export restrictions; hurricanes, tornadoes or other storms; fires, floods, explosions, accidents, or breakdowns; riots; strikes or other concerted acts of workers, whether direct or indirect; or any other causes whether or not of the same class or kind as those specifically above named which are not within the control of Seller and which, by the exercise of reasonable diligence, Seller is unable to prevent or provide against. If Seller's performance is affected by any of the causes set forth in the preceding sentence, Seller shall give prompt written notice thereof to the other party. Seller shall not be required to remove any such cause or replace the affected source of supply if it shall involve additional expense or a departure from the Seller's normal practices.

(b) Seller shall be under no obligation to make deliveries hereunder at any time when in Seller's sole judgment it has reason to believe that the making of such delivery would be likely to cause strikes to be called against it or cause its properties to be picketed or in the event of safety issues as determined by Seller.

(c) Seller shall not be required to make up deliveries omitted on account of any of the causes set forth in paragraph 11(a) above.

(d) Nothing in this paragraph shall excuse Purchaser from making payment when due for deliveries made under the Contract.

12. Excess Quantities. In the event Seller should actually deliver to Purchaser, and Purchaser should actually accept and receive, during the Term hereof, including renewal periods, quantities of Products in excess of the maximum quantities herein provided, Purchaser shall pay for said Products at the prices and in the method herein provided. However, nothing in this paragraph shall be deemed to authorize the purchase of quantities otherwise unauthorized under monthly or annual quantity limitations.

13. Determination of Quantity and Quality. The quantity and quality of Products sold hereunder shall be for all purposes conclusively deemed to be the quantity and quality set forth in Seller's document of delivery unless, within twenty-four (24) hours of the time of delivery, Purchaser delivers to Seller written notice of any claimed shortage in quantity or claimed deviation in quality, or where discovery of any such shortage or deviation could not reasonably have been discovered by careful inspection at the time of delivery, within three (3) days after discovery. Purchaser's written notice, or the absence thereof, shall be conclusive with respect to the fact of and the time and date of notice under this paragraph. Time is of the essence in complying with this provision.

14. Trademarks.

(a) Subject to the approval of Seller and Supplier, Seller grants to Purchaser the non-exclusive right to use Supplier's Proprietary Marks at the Premises in connection with the advertising, marketing, and resale of the petroleum products purchased from Seller under this Contract. Purchaser agrees that petroleum products of others will not be sold by Purchaser under the Proprietary Marks. Purchaser understands and agrees that Supplier retains the right, subject to requirements of law, to withdraw the right to use such Proprietary Marks from Purchaser at any time, notwithstanding any request or demand by Seller to the contrary and any such withdrawal shall be without Seller's liability to Purchaser. Purchaser understands, acknowledges, and agrees that Supplier may promulgate from time to time standards, policies, guidelines, procedures, programs, requirements, specifications, standards, strategies, and instructions regarding image, appearance, station operations, promotions, advertising, the size and location of signs, the wearing of uniforms, and other matters related to the sale of motor fuels under the Proprietary Marks (the "Image and Operations Guidelines"). Purchaser agrees that such Image and Operations Guidelines may be promulgated by any means, including without limitation Seller's and/or Supplier's marketing website, email or other electronic means. Irrespective of the means in which such Image and Operations Guidelines are promulgated, Purchaser shall comply fully with the Image and Operations Guidelines as they exist, or may be modified from time to time, and cause its employees to do the

same. Failure on the part of Purchaser or Purchaser's employees to comply fully with the requirements set forth in the Image and Operations Guidelines shall be grounds for termination of this Contract.

(b) In the event that Seller exercises its right to change the brand, it is further expressly understood and agreed that Seller shall have the right to substitute the trademarks, service marks, trade names, brand names, trade dress, logos, color patterns, color schemes, design schemes, insignia, image standards and/or other brand identifications owned or controlled by a supplier other than Supplier for the Proprietary Marks. In the event of such substitution, all references to the Supplier in this Contract shall be deemed to refer to the substituted supplier and all references to the Proprietary Marks herein shall be deemed to refer to the trademarks, service marks, trade names, brand names, trade dress, logos, color patterns, color schemes, design schemes, insignia, image standards and/or other brand identifications of said substituted supplier.

(c) Upon termination, nonrenewal, or expiration of this Contract or prior thereto upon demand by Seller or Supplier, Purchaser shall discontinue the posting, mounting, display or other use of said Proprietary Marks except only to the extent they appear as labels or identification of products manufactured or sold by Seller and are still in the containers or packages designed or furnished by Seller. In the event that Purchaser fails to do so to the satisfaction of Seller or Supplier, subject to applicable law, Seller and Supplier (i) shall have the right to cause any and all signage, placards, and other displays bearing the Proprietary Marks to be removed from the Premises; and (ii) shall have the right to use any means necessary to remove, cover or obliterate the Proprietary Marks, including entry to the Premises, to do so. In the event the Seller or Supplier take any such action hereunder, Purchaser shall bear all costs and expenses thereof, including without limitation the costs of removing, obliterating, or covering the Proprietary Marks, attorney fees, and other legal costs and expenses. Purchaser shall provide, upon Seller's request, a list of all signage bearing the Proprietary Marks at the Premises. Purchaser shall not, without the Seller's prior written consent, display at the Premises (i) any signage bearing the Proprietary Marks, or (ii) any other signage other than signage directly associated with the sale of motor fuel or other products sold by Purchaser at the Premises.

(d) Purchaser acknowledges and understands that it is not Supplier's licensee of the Proprietary Marks. Purchaser shall not shall not mix, commingle, blend, adulterate, or otherwise change the composition of any of the product(s) purchased hereunder and resold by Purchaser under said Proprietary Marks with other products or substances in any manner. Purchaser shall not sell any unbranded or non-Supplier branded motor fuels under any Proprietary Marks, including without limitation, any Supplier-identified canopy or at any fueling island where Purchaser is selling Supplier-branded motor fuel product.

(e) Seller and Supplier are hereby given the right to enter the station Premises and to examine at any time, and from time to time, the contents of Purchaser's tanks or containers in which said Products are stored and to take samples therefrom and, if in the opinion of Seller or Supplier, any samples thus taken are not said Products and in the condition in which delivered by Seller to Purchaser then Seller may at its option terminate this Contract.

(f) If there shall be posted, mounted, or otherwise displayed on or in connection with the Premises any Proprietary Marks or any other sign, poster, placard, plate, device or form of advertising matter whether or not received from Seller, consisting in whole or in part of the name of Supplier or Seller owned or used by Supplier or Seller in its business, Purchaser agrees at all times to display same in compliance with the standards, guidelines and instructions of Supplier and Seller and to discontinue the posting, mounting or display of same immediately upon Purchaser's ceasing to sell motor fuels (or other products of Supplier) under the Proprietary Marks or, in any event, upon demand by Seller or Supplier. Purchaser shall take no action, or otherwise do anything or fail to do anything, that will diminish, reduce, injure, dilute, or otherwise damage the value of the Proprietary Marks or other trademarks or identifications of Supplier.

(g) While using the Proprietary Marks, Purchaser shall: (i) operate the Premises responsibly, with due care, prudence, good judgment, and skill; (ii) not engage in dishonest, fraudulent, or scare-selling practices; (iii) promote diligently the sale of motor fuel from the Premises; (iv) perform all services in a good, workmanlike manner; (v) keep the Premises, restrooms, the driveways, parking spaces, and sidewalks neat, clean and in good repair; (vi) keep the yards, lawns, shrubs and other plantings neat and clean and free from weeds, debris, snow, ice, and rubbish; (vii) comply with, and cause all other persons at the Premises to comply with, all laws, ordinances, rules or regulations of

constituted public authority governing the use and occupancy of the Premises or the conduct of Purchaser's business at the Premises; (viii) ensure that no material in any form of a pornographic or sexually explicit nature are displayed, used, stored, offered, rented or sold at the Premises; (ix) prohibit the sale and use of illegal drugs, drug paraphernalia, or other substances at the Premises; (x) comply with, and cause all others at the Premises to comply with, all applicable, drug, alcohol or tobacco related federal, State, or local laws, statutes, regulations, rules, permits, or ordinances and promptly inform Seller of any notices of violation thereof from the issuing authority; (xi) keep the Premises clear of vehicles, other mobile equipment, obstructions that restrict traffic flow, endanger the safety of any person, or detract from appearance required under the Image and Operations Guidelines, (xii) operate the Premises in a secure manner so that criminal activity is adequately deterred from occurring at the Premises and all persons are adequately protected from injury, harm, or loss.

(h) Purchaser shall participate in Supplier's image evaluation program, "mystery" or shop audit program, or any other similar program, conducted or sponsored by Supplier. Purchaser shall promptly take corrective action as required by Seller or Supplier to bring the Premises into compliance with the Image and Operations Guidelines. Purchaser understands and agrees that Purchaser's failure to comply with any such program shall be a material breach of this Contract.

(i) Purchaser understands and acknowledges that Seller may install, or has installed, certain signage at the Premises for the purpose of displaying the Proprietary Marks. Unless the parties hereto have agreed otherwise, said signage shall remain the property of Seller, or the Supplier as the case may be, and that said signage may not be removed, transferred, sold, or otherwise disposed of without the prior written consent of Seller.

15. Inspection of Records; Audit. Seller and Supplier shall have the right to inspect Purchaser's operation of the businesses conducted at the Premises, and in particular to verify that Purchaser is complying with (a) all its contractual obligations contained in this Contract, including but not limited to Purchaser's use of the Proprietary Marks, and (b) all federal, state and local laws and regulations pertaining to the environmental protection and trademark use. In order that they may exercise the aforementioned rights, Seller and Supplier shall have the right, and Purchaser shall permit Seller and Supplier, to enter the Premises unimpeded to review and audit all station records including, but not limited to, all records of deliveries, sales and inventory reconciliation, to take samples of motor fuels stored at the Premises, and to inspect equipment.

16. Customer Service and Complaints. While using Proprietary Marks, Purchaser agrees: (a) to render appropriate, prompt, efficient, courteous service at the Premises to Purchaser's customers for such Products and to respond expeditiously to all complaints of such customers, making fair adjustment when appropriate, (b) to conduct Purchaser's business in a fair and ethical manner and maintain the Premises' facilities, all in a manner which will foster customer acceptance of and desire for the Products; (c) to provide sufficiently qualified and neatly dressed attendants, uniformed as appropriate, to render first-class service to customers; (d) to maintain the restrooms in a clean, orderly, sanitary, and well lighted condition and adequately provided with necessary supplies; (e) not to employ, or permit the employment of, any illegal, unethical, coercive, deceptive or unfair practices at the Premises or in the operation, or use, of the Premises or in the operation of the Purchaser's business at the Premises; (f) not to store or sell illegal drugs or prescription drugs or permit the same to be used or consumed at the Premises; (g) not to display, use, store, offer for sale, or rent any item of a pornographic nature at the Premises (such items shall include, without limitation, pornographic, sexually explicit, or so-called "adult": magazines, videotapes, compact disks, digital video disks, or other like items); (h) to prohibit the sale or storage of intoxicating beverages at the Premises unless otherwise permitted by Seller, in which event, Purchaser shall keep a valid beer and wine license for the sale thereof at the Premises; (i) to offer three (3) grades of gasoline products branded under the Proprietary Marks for sale to the public at all times during the Term hereof in an amount adequate to meet the needs of the Purchaser's customers; (j) to insure that all employees at the Premises are able to understand and speak the English language with sufficient fluency to communicate effectively with Purchaser's customers and emergency response personnel; (k) to comply with all federal, state, and local laws pertaining to the Purchaser's business at the Premises or the use of the Premises; and (l) to assist in maintaining a high level of customer acceptance of the Proprietary Marks by keeping the Premises and the fuel dispensing facility open for dispensing of

Products for such hours each day and days each week as follows, unless prohibited by state law, in which event the shall be kept open for the maximum number of hours each day and days each week permitted under applicable law:

17. Quality, Specification or Name of Product. Seller shall have the right at its sole discretion at any time during the life of this Contract to change, alter, amend or eliminate any of the trade names, trademarks or brands of petroleum product(s) covered by this Contract. Seller may also, in its discretion, either (a) change or alter the quality, grade, or specifications of any product(s) covered by this Contract or (b) discontinue the availability of any such product(s). Any such change or discontinuation shall not affect the minimum purchase requirements set forth in the Commodity Schedule(s) attached hereto. Seller shall give Purchaser written notice of discontinuance of the manufacture of any product(s) covered by this Contract. The Contract shall terminate as to such discontinued product(s) when such notice is effective.

18. Assignment.

(a) This Contract is personal to Purchaser. Purchaser's interest in this Contract shall not be transferred or assigned by Purchaser in whole or in part, directly or indirectly, without the prior written consent of Seller. As a condition for Seller's consent to the transfer or assignment of Purchaser's interests under this Contract, Seller shall have the right, to the extent permissible by law, to require the proposed transferee or assignee to execute a mutual termination agreement terminating this Contract and enter into a trial franchise motor fuel supply agreement, as the term "trial franchise" is defined in the Petroleum Marketing Practices Act, 15 U.S.C. §2801, *et seq.* (the "PMPA"). Nothing contained in the foregoing sentence shall limit Seller's right to impose other conditions or requirements for its consent under this paragraph. Seller may assign this Contract in whole or in part upon ten (10) days' prior written notice to Purchaser.

(b) If Purchaser is a corporation, limited liability company, partnership, or limited partnership, any change in the control of the Purchaser including, without limitation, the sale, conveyance, alienation, transfer or other change of interest in, or title to, or beneficial ownership of, any voting stock, membership interest, or partnership interest, of or in the Purchaser, whether voluntarily, involuntarily, by operation of law, merger or otherwise, shall be construed as an assignment or transfer of Purchaser's rights or interests under this Contract. A change in the control of Purchaser shall be deemed to occur whenever a party gains the ability to influence the business and affairs of Purchaser directly or indirectly. A party who owns, or otherwise possesses, twenty-five percent (25%), or more, of the voting stock, membership interest, partnership interest, or beneficial interest shall be deemed to have such ability. Thus, by way of example only, the following would constitute an assignment or transfer of Purchaser's rights or interests under this section and thereby require Seller's consent: (i) the transfer of 25% or more of the voting stock of, or membership, partnership, or beneficial interest in, the Purchaser; (ii) the transfer of a lesser percentage of such stock of, or membership, partnership, or beneficial interest in, the Purchaser to an existing stockholder, member, or partner who thereby would own 25% or more of the Purchaser's voting stock or possess 25% or more of membership, partnership, general partnership, or beneficial interest in the Purchaser; or (iii) the transfer of a lesser percentage of such stock, membership interest, partnership interest, or beneficial interest that, as a practical matter, results in a change in the control of Purchaser.

(c) No assignment or transfer shall affect the continuing primary liability of Purchaser (which liability, following assignment or transfer shall be joint and several with the assignee). No consent to any of the foregoing shall operate as a waiver in any subsequent instance.

19. Waiver. No waiver by either party of any breach of any of the covenants or conditions herein contained to be performed by the other party shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

20. Environmental Compliance.

(a) Purchaser shall become informed about and comply with all local, state and federal laws, statutes, regulations and ordinances related to environmental protection or compliance relevant to Purchaser's operations

at the Premises, whether currently in effect or which may come into effect in the future, including, where applicable, obligations imposed on the “owner” and “operator” of an underground storage tank system (“UST”).

(b) Purchaser shall comply with all applicable local, state and federal UST compliance requirements, whether currently in effect or which may come into effect in the future, including, but not limited to: (i) required inspections of any release detection equipment for USTs and product lines; (ii) required inspections of any automatic tank gauging equipment; and (iii) maintenance and required inspections of any vapor recovery equipment. Purchaser shall maintain written records of all maintenance and inspections of UST equipment. Purchaser will maintain such records at the Premises for at least thirty-six (36) months, or longer, if required by law. Purchaser understands and agrees that raising, removing, by-passing or disabling UST monitoring or release detection probes, alarms and systems, or falsification of records of such systems is a violation of law and could result in the assessment of civil or criminal penalties by the appropriate government agency.

(c) Purchaser shall make accurate daily physical measurement of all products stored in USTs and perform accurate daily and monthly reconciliation of such measurements with metered sales and product deliveries in accordance with Seller, state, local and federal requirements. Purchaser shall develop and maintain accurate written records of the daily physical product measurements and daily and monthly reconciliation. Purchaser will maintain such records at the Premises for at least thirty-six (36) months or longer if required by law. Purchaser shall immediately notify Seller and any appropriate local, state or federal governmental agency after discovery of any inventory loss or other condition which may be the result of a leaking UST or other equipment failure. Purchaser shall immediately investigate and undertake all appropriate initial abatement and other emergency measures to contain, treat, mitigate and/or remediate a discharge, spill, or release of motor fuels or other petroleum products at the Premises. Purchaser shall cooperate at all times with Seller during any such investigation or remedial activity.

(d) Purchaser shall become informed about and comply with all applicable local, state and federal requirements related to the generation, handling, transportation, treatment, storage and/or disposal of solid or hazardous wastes. Purchaser also shall implement appropriate recycling, waste management and waste minimization practices and procedures as necessary to remain in compliance with all applicable local, state and federal environmental protection and compliance requirements.

(e) Purchaser agrees that representatives of Seller shall be permitted to enter upon the Premises from time to time to perform physical measurements and reconciliation of product stored in USTs and to inspect and/or test any equipment and records used for complying with any local, state, or federal environmental protection or environmental compliance requirements, including, but not limited to, Purchaser's reconciliation and inspection records. However, Seller is not obligated to make any such inspections or tests.

(f) Purchaser shall, if requested by Seller, cooperate in all current and future environmental protection programs established by Seller.

(g) Purchaser shall properly maintain all USTs, hoses, connections, and associated equipment at the Premises. Seller may, without liability to Purchaser, refuse to make delivery of products covered under this Contract if Seller believes any UST, hose, connection, or associated equipment is not safely maintained or in compliance with applicable safety standards. Purchaser shall not use the UST at the Premises including, without limitation, the associated product lines, hoses, and motor fuel dispensing equipment, during the life of this Contract for any purpose other than the storage, handling, marketing, and distribution of the Products.

(h) Purchaser shall indemnify, defend, protect and hold Seller, its employees, officers, directors, members, shareholders, agents and affiliates harmless from and against any and all liabilities, losses, obligations, claims, damages (consequential or otherwise), penalties, suits, actions, judgments, costs and expenses (including attorneys' fees) of whatever nature for personal injury (including death) of persons (including, without limitation, agents and employees of Seller or Purchaser) or property damage (including, without limitation, damage to the property of Seller or Purchaser), which may be imposed on, incurred by or asserted against Seller directly or indirectly, (i) caused in whole or in part by Purchaser's failure to comply with the terms of this paragraph 20 or with any local, state or federal law, statute, regulation or ordinance, whether currently in effect or which may come into effect, related to environmental protection or

environmental compliance or (ii) for any releases or discharges of petroleum products into the environment caused, in whole or in part, by the acts or omissions of Purchaser, its employees, agents, contractors, customers, licensees, or invitees. This indemnity in no way limits, and is intended to be within the scope of, the general indemnity set forth in paragraph 6 hereof. The terms and provisions of this paragraph 20 shall survive the expiration, nonrenewal, or termination of this Contract.

21. Price Regulation.

(a) If at any time Seller determines that due to governmental regulations, it is unable to increase the price of any of the Products deliverable under this Contract by an amount which is sufficient in Seller's judgment to reflect increases in either (i) the cost of such Products to Seller or Seller's supplier or (ii) the fair market value of such Products, which have occurred since the date of this Contract or the date of the last increase in the price of such Products whichever is later, Seller may cancel this Contract upon thirty (30) days' written notice to Purchaser, or may suspend this Contract while such limitation is in effect.

(b) Notwithstanding any other provision of this Contract, if any state or local law, rule, regulation, or order (i) regulating the price at which Products to be delivered hereunder may be sold, or (ii) limiting the discretion of Seller to determine to whom they will sell such Products becomes effective during the Term of this Contract in any state in which such Products is to be delivered hereunder, Seller shall have the right to terminate this Contract immediately.

22. Notices. All written notices required or permitted to be given by this Contract shall be deemed to be duly given if delivered personally or sent via certified mail or via a reputable, national overnight mail, such as Federal Express, to Seller or to Purchaser, as the case may be, at the address set forth above or to such other address as may be furnished by either party to the other in writing in accordance with the provisions of this paragraph. The date of mailing shall be deemed the date of giving such notice, except for notice of change of address, which must be received to be effective.

23. Equipment/Trade Fixtures.

(a) Purchaser shall provide all necessary buildings, improvements, equipment, tools, and like appliances, except for equipment and/or trade fixtures listed on the Schedule of Seller's Equipment attached hereto and made a part hereof. It is expressly understood and agreed that title to all equipment and/or trade fixtures listed in Schedule of Seller's Equipment shall at all times remain with Seller. In no event shall such equipment and/or trade fixtures be considered a part of the real estate, nor shall the same be levied upon or sold as the property of the Purchaser. Should any such equipment and/or trade fixtures be levied upon, Purchaser shall immediately notify both the levying creditor, disclaiming ownership and the Seller, in order that the Seller may protect its rights. The Purchaser shall not encumber or remove the equipment and/or trade fixtures or do or cause to be done anything which results in said equipment and/or trade fixtures or any part thereof being seized, taken in execution, attached, destroyed or damaged or otherwise disturbing or damaging Seller's title to the equipment and/or trade fixtures.

(b) If damage to or destruction of any equipment or trade fixtures provided by Seller occurs in connection with Purchaser's operations at the Premises, Purchaser shall pay Seller the cost of repair or replacement.

24. Termination.

(a) This Contract shall terminate upon expiration of the Term of this Contract.

(b) This Contract may be terminated by Seller upon the following grounds: (i) if Purchaser makes any material false or misleading statement or representation which induces Seller to enter into this Contract, or which is relevant to the relationship between the parties hereto; (ii) if Purchaser becomes insolvent or commits an act of bankruptcy or takes advantage of any law for the benefit of debtors or Purchaser's creditors, or if a receiver is appointed for Purchaser; (iii) if possession of the business location(s) of the Purchaser is interrupted by act of any government or

agency thereof; (iv) if Purchaser fails to pay in a timely manner any sums when due hereunder; (v) if Purchaser defaults in any of its obligations under this Contract; (vi) if the sole owner of Purchaser is declared incompetent to manage his property or affairs by any court, or if Purchaser is mentally or physically disabled for three (3) months or more to the extent that Purchaser is unable to provide for the continued proper operation of the business of the Purchaser; (vii) for grounds described elsewhere in this Contract as causes for termination by Seller; (viii) if the sole owner of Purchaser dies; (ix) if Purchaser engages in fraud or criminal misconduct relevant to the operation of the business of the Purchaser; (x) if Purchaser is convicted of a felony or of misdemeanor involving fraud, moral turpitude or commercial dishonesty, whether or not the crime arose from the operation of the business of the Purchaser; (xi) if Purchaser fails to purchase the minimum volume requirements contained in the attached Commodity Schedule(s); (xii) if Purchaser fails to maintain an inventory of any one or more grades of motor fuel covered by this Contract in an amount adequate to meet customer demand; (xiii) any grounds under which termination of a franchise is permitted under the provisions of the Petroleum Marketing Practices Act (P.L. 95-297); or (xiv) upon assignment of the Contract by Purchaser contrary to the terms of this Contract.

(c) Upon loss of Seller's right to grant the use of the Supplier's Proprietary Marks, Seller may terminate this Contract. Seller will not be liable for the consequences of such loss unless they result from an act by Seller taken in bad faith for the purpose of causing the loss of Seller's right to grant the right to use the Proprietary Marks.

(d) Purchaser agrees not to engage in or permit any illegal or improper act or conduct, on or about the Premises, which act or conduct is detrimental to Seller or any member of the public. Subject to any other requirements of law, at the option of Seller, this Contract may be terminated without further notice, (i) upon the failure of Purchaser to desist from any such further acts or conduct after written notice from Seller to do so, or (ii) upon Purchaser's failure to pay any amount when and as due, and no forbearance, course of dealing, or prior payment shall affect these rights of termination.

(e) Upon Seller's determination, in good faith and in the normal course of business to withdraw from marketing of motor fuel through retail outlets in the relevant geographic market area in the Premises is located.

(f) In the event that Purchaser leases the Premises from Seller and such lease is terminated or not renewed.

(g) Upon the expiration of the Term hereof or upon termination hereof, Seller shall have the right, at its option, to enter upon the Premises and to remove Seller's equipment, paint out, or obliterate any signs, symbols or colors on said Premises or on the buildings or equipment thereof which in Seller's opinion would lead a patron to believe that Seller's products are being offered for sale at the Premises.

(h) Termination of this Contract by either party for any reason shall not relieve the parties of any obligation theretofore accrued under this Contract.

(i) Purchaser acknowledges that Seller is relying upon Purchaser's commitment to purchase Products solely from Seller for the entire Term for purposes of among other things, planning its supply operations and establishing the price of Products. Should Purchaser fail to purchase the Products as set forth herein and cause the termination of this Contract prior to the expiration of the Term, such breach shall result in financial losses to Seller, which losses will be difficult to calculate. Therefore, the parties agree that, if this Contract is terminated as set forth in this paragraph, in addition to the remedies Seller may have at law, in this Contract and in any other agreements between the parties, Purchaser shall pay the following to Seller within ten (10) days of such default or termination as liquidated damages: THE SUM EQUAL TO TWO CENTS (\$.02) MULTIPLIED BY THE AVERAGE MONTHLY GALLONS SOLD BY PURCHASER OVER THE PRECEDING SIX (6) MONTHS MULTIPLIED BY THE NUMBER OF MONTHS REMAINING IN THE TERM. For example: If the termination occurs with 24 months remaining in the term and the average monthly gallons sold during the previous 6 months was 45,000, then liquidated damages would be calculated as follows: $.02 \times 45,000 \times 24 = \$21,600$.

(j) In the event that this Contract is terminated prior to the expiration of the Term, Purchaser shall repay any rebates received as outlined in the Supplier incentive program and shall indemnify and hold Seller harmless of and from any penalties, charges, costs and expenses incurred from the recapture of such Supplier incentives.

25. Accord. The parties to this Contract have discussed the provisions herein and find them fair and mutually satisfactory and further agree that in all respects the provisions are reasonable and of material significance to the relationship of the parties hereunder, and that any breach of a provision by either party hereto or a failure to carry out said provisions in good faith shall conclusively be deemed to be substantial.

26. Purchaser's Insurance Requirements.

(a) Purchaser shall, at its sole expense, obtain insurance from a reputable insurance carrier authorized to do business in the State in which the Premises is located providing full and continuous coverage for the full Term and all renewal periods thereof equivalent to the: (i) Comprehensive General Liability Insurance covering the Premises, all operations at the Premises, products completed operations liability, products liability, contractual liability, fire, explosion and collapse liability, as well as coverage on all contractor's equipment (other than motor vehicles licensed for highway use) owned, hired, or used in performance of this Contract, bodily injury, and property damage, with minimum limits of \$1,000,000 each occurrence, and an aggregate coverage of no less than \$3,000,000; (ii) if Purchaser operates, or permits the operation, of a service bay and/or car wash on the Premises, Garagekeeper's Legal Liability Insurance covering fire, theft or collision, with a minimum limit of \$500,000 each occurrence and coverage in the general aggregate amount of no less than \$500,000; (iii) Automobile Liability Insurance, covering all owned, hired or otherwise operated non-owned automobiles, for death of or injury to any one person and liabilities for loss of or damage to property resulting from any one accident with a combined single limit of not less than \$1,000,000 each person, \$1,000,000 per occurrence, including MCS 90 endorsement or other acceptable evidence of financial responsibility as required by the Motor Carrier Act of 1980 and the Pollution Liability Broadened Coverage endorsement; (iv) if alcoholic beverages are permitted to be sold at the Premises, Liquor Liability Insurance with policy coverage of at least \$100,000 for liabilities arising out of the dispensing or selling of alcoholic beverages, including without limitation any liabilities imposed by any applicable dram shop or alcoholic beverage control act; (v) Workers Compensation Insurance as required by law; (vi) Employer's Liability Insurance against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a coverage limit of the greater of such amount required by law; and (vii) environmental pollution/impairment insurance coverage in an amount of at least \$500,000 on a continuous and uninterrupted basis insuring Purchaser for all environmental liabilities arising out of, but not limited to, the storage, handling, dispensing, and/or sale of motor fuel products and lubricants at the Premises, and/or the ownership and operation of Purchaser's business(es) at the Premises. Such environmental/pollution impairment coverage shall extend at least two (2) years beyond the expiration, termination, or nonrenewal of this Contract. Purchaser may meet the requirement for environmental pollution/impairment coverage for underground storage tanks by participating in the federal Environmental Protection Agency ("EPA") approved state financial assurance fund or other EPA approved method to demonstrate financial responsibility or by satisfying any of the other financial assurance test requirements of the EPA's Financial Responsibility Regulations (40 CFR Part 280).

(b) Purchaser understands and agrees that any insurance coverage purchased by Seller shall not contribute to the Purchaser's coverage requirements under paragraph 26(a) above. All insurance policies will name Seller and the Supplier as additional insureds and will be primary as to any other existing, valid and collectible insurance. All such insurance shall contain provisions whereby the insurer releases all rights of subrogation against Seller. The foregoing requirements are minimum insurance requirements only and may or may not adequately meet the entire insurance needs of Purchaser. Seller may require Purchaser to carry additional types and amounts of insurance coverage, including modifications to any existing insurance required hereinabove. Each policy or policies shall provide that the liability coverage afforded applies separately to each insured against whom a claim is brought as though a separate policy had been issued to each insured. If Seller so requires, Purchaser shall furnish Seller with certificates of such insurance that provide that coverage will not be canceled or materially changed prior to 30 days' advance written notice to Seller. The insurance required hereunder in no way limits or restricts Purchaser's obligations under the law or this Contract as to indemnification of Seller.

27. Nature of Agreement/ No Third Party Beneficiary.

(a) In consideration of the granting and execution of this Contract, it is understood and agreed that there shall be no contractual obligation to extend or renew the period or terms of this Contract in any way, and the parties agree that this Contract shall not be considered or deemed to be any form of "joint venture" or "partnership" at the Premises of Purchaser or elsewhere. This Contract shall bind the executors, administrators, personal representatives, assigns, assignees, and successors of the respective parties.

28. Compliance with Laws.

(a) Purchaser shall comply with all laws, statutes, regulations, ordinances, and rules of all applicable governmental authorities with respect to the operation of its business at the Premises, including without limitation all applicable laws and regulations regarding weights and measures.

(b) Both parties expressly agree that it is the intention of neither party to violate statutory or common law and that if any section, sentence, paragraph, clause or combination of same is in violation of any law, such sentences, paragraphs, clauses or combination of same shall be inoperative and the remainder of this Contract shall remain binding upon the parties hereto.

29. Warranty and Disclaimer. Seller makes no warranties of any kind as to the Products sold to Purchaser, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose.

30. Non-Exclusive Territory. Nothing in this Contract grants Purchaser an exclusive territory to market or resell any petroleum products purchased from Seller hereunder. Seller reserves the right to market or sell, and authorize others to market or sell, petroleum products in any manner Seller chooses, including through its own retail outlets or through designated wholesalers or other retailers.

31. Covenant. Purchaser acknowledges and agrees that this Contract shall be a covenant running with the land during the Term, unless (i) the property described herein is foreclosed upon by a commercial or governmental financing institution holding a mortgage thereon; or (ii) Products are no longer stored, dispensed, or sold from the Premises. A recordable memorandum of this Contract may be recorded by Seller in order to provide evidence of Purchaser's covenant described in this paragraph ("Memorandum of Supply"). Purchaser agrees to provide Seller with a copy of the legal description of the Premises and execute the Memorandum of Supply as requested by Seller. The executed Memorandum of Supply shall then be annexed hereto and made a part hereof. In the event that the Premises is subject to a ground lease, Purchaser represents and warrants that the landlord has consented to the encumbrance of title represented by this paragraph for the Term agreed to herein. Purchaser shall indemnify and hold Seller harmless from and against any claims or causes of actions arising from or related to slander of title resulting from recordation of this covenant.

32. Confidential Information.

(a) Purchaser acknowledges that Seller and/or Supplier may be disclosing and transmitting to it certain confidential and proprietary information of Seller and/or Supplier, including without limitation pricing, guidelines, manuals, methods, policies, procedures, programs, software, firmware, specifications, standards (both operational and visual), strategies, and other related information ("Confidential Information") in connection with Purchaser's performance of this Contract. Such Confidential Information may be in written, oral or electronic (that is, transmitted or stored via Supplier or Seller's web site, or via email, IM, CD, DVD, or other similar electronic means) form. Except where otherwise required by law, Purchaser shall: (i) treat and maintain Confidential Information as confidential; (ii) use Confidential Information only for the operation of the Premises under this Contract; and (iii) restrict disclosure of Confidential Information only to Purchaser and its officers, directors

employees, contractors or agents who are directly connected with the performance of work and require knowledge of the Confidential Information for Purchaser's performance of its obligations hereunder.

(b) Purchaser may not use, or cause or permit to be used by, or disclose to, or cause or permit to be disclosed to, third parties any Confidential Information for purposes other than operating the Premises under this Contract.

32. Entire Agreement: Modifications. This Contract cancels and supersedes all prior written and unwritten agreements, attachments, schedules, appendices, amendments, promises, and understandings between the parties pertaining to the matters covered under this Contract, except any amounts owed to Seller by Purchaser, and is a final, complete and exclusive statement of the agreement between Seller and Purchaser. THERE ARE NO ORAL UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES AFFECTING IT. No amendment, deletion, modification, or alteration to this Contract shall have any effect unless and until made in writing and signed by an authorized representative of Seller and by Purchaser. EXECUTION OF THIS CONTRACT BY PURCHASER IS AN ACKNOWLEDGEMENT THAT NO REPRESENTATIONS NOT SET FORTH IN WRITING HEREIN HAVE BEEN MADE OR RELIED UPON BY PURCHASER.

33. Damages. PURCHASER HEREBY WAIVES ANY CLAIM UNDER THIS CONTRACT FOR SPECIAL, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, UNLESS SUCH WAIVER IS PROHIBITED BY LAW.

34. Commencement. This Contract or any modification thereof shall not be binding upon Seller until signed on its behalf by an authorized representative of Seller. Commencement of performance hereunder prior to signing as above stipulated in no case shall be construed as a waiver by Seller of this requirement.

35. Guarantor(s). The Guarantor(s) join(s) in this Contract for purposes of conformity, and to guarantee in each and every instance all of the terms, conditions, and provisions of this Contract.

36. Key Person Rider. If Purchaser is any form of business entity other than a sole proprietor, upon Seller's request, Purchaser shall execute a "Key Person Rider" which executed Key Person Rider shall then be annexed hereto and made a part hereof.

37. Survivorship. To the extent, but only to the extent, that any provision of state law requires Seller to permit the succession of the rights and obligations hereunder to a designated family member of Purchaser upon Purchaser's death, such provision is incorporated herein by reference. In the absence of such provision, this Contract shall terminate upon the death of the Purchaser, if the Purchaser is a natural person, or upon the death of the person who is the sole owner of the Purchaser, if Purchaser is a business entity.

38. Joint and Several Obligations. All acknowledgments, representations, warranties, debts, and obligations of performance of Purchaser under this Contract are made, and binding on all those signing this Contract, jointly and severally as the Purchaser.

39. Construction. Within this Contract, the singular shall include the plural and the plural shall include the singular and any gender shall include all other genders, all as the meaning and the context of the Contract shall require. Whenever the conjunctive is used, it shall also be taken in the disjunctive and *vice versa*. The captions beside the numbered paragraphs or sections of this Contract are for convenience only and will not limit, enlarge, modify, or otherwise affect this Contract. In interpreting any provision of this Contract no weight shall be given to nor shall any construction or interpretation be influenced by the fact that counsel for one of the parties drafted this Contract, each party recognizing that it and its counsel have had an opportunity to review this Contract and have contributed to the final form of this Contract.

40. Choice of Law/Venue.

(a) This Contract shall be governed by, construed and enforced in accordance with the laws of the State of Alabama without giving effect to its principles of conflicts of law. Purchaser and Seller waive their right to trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other, or with respect to any issue or defense raised therein, on any matters whatsoever arising out of or in any way connected with this Contract.

(b) All questions regarding the validity and interpretation of this Contract shall be governed by and construed and enforced in all respects in accordance with the laws of the State of Alabama with venue for any legal proceeding deemed to occur in the state or federal courts located in Jefferson County, Alabama.

41. Seller's Equitable Remedies/Attorneys' Fees.

(a) Purchaser agrees that money damages may not be a sufficient remedy for the breach of this Contract and that, therefore, in addition to all remedies available at law, Seller shall be entitled to specific performance, injunctive relief, declaratory judgment and/or other equitable remedies, as appropriate. Purchaser shall waive any requirement for the posting of bond in conjunction with Seller's effort to seek equitable remedies.

(b) It is hereby agreed to and understood by the parties to this Contract that Seller shall be entitled to recover from Purchaser all reasonable attorneys' fees and other legal costs incurred by Seller to secure or protect its rights under this Contract or to enforce the terms thereof, whether at law or in equity. Seller shall also be entitled to reimbursement by Purchaser for all attorney's fees and litigation expenses incurred to enforce any termination of this Contract or the nonrenewal of the franchise relationship between Seller and Purchaser.

(c) Seller's termination of this Contract shall not prejudice Seller's right to seek monetary damages or equitable relief against Purchaser. All powers and remedies available at law and in equity, including the right to terminate this Contract under the PMPA, shall be cumulative and not exclusive of any other powers and remedies available by virtue of this Contract, and no delay or omission of Seller in exercising any right or power accruing upon any breach of, or default under any provision of this Contract shall impair any other or subsequent breach or impair any rights or remedies consequent thereto.

Executed this the _____ day of _____, 2_____.

SELLER
ABC OIL COMPANY, INC.

BY: _____
PRINTED NAME: _____
ITS: _____

PURCHASER
CORNER FOOD MART LLC.

BY: _____
PRINTED NAME: _____

GUARANTOR(S)

PRINTED NAME: JOHN DOE