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STATE OF ALABAMA )

JEFFERSON COUNTY ) 2 0 0 5 6 2 / 5 8 4 5

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Shelby Cnty Judge of Probate, AL  
08/18/2005 08:32:26AM FILED/CERT

**NONSOLICITATION AGREEMENT**

THIS AGREEMENT, made and entered into effective as of December 9, 2004, by and between **W. C. RICE OIL CO., INC.**, an Alabama corporation (hereinafter referred to as the "Company"), **G. BARTON RICE**, individually (hereinafter referred to as "Rice"), and **VULCAN OIL COMPANY, INC.**, an Alabama corporation (hereinafter referred to as the "Vulcan Oil"), as follows:

**WITNESSETH:**

WHEREAS, Company (along with Magic City Food Stores, Inc., Coosa United Properties, L.L.C. and the Gregory Barton Rice, Jr. Trust) (collectively referred to herein as the "Sellers") and Vulcan Oil have entered into a Sale Agreement, dated December 9, 2004 (the "Sale Agreement"), under which Sellers agreed to sell and Vulcan Oil agreed to purchase the Lands, Improvements, Personal Property and Intangibles as fully described therein and on Exhibit A, Exhibit B and Exhibit C attached thereto;

WHEREAS, Company and Vulcan Oil have entered into that certain Addendum to Sale Agreement (the "Addendum"), under which Company and Rice have agreed to enter into a Nonsolicitation Agreement under which Company and Rice will agree not to sell gasoline fuel or diesel fuel for use in on-road vehicles to those gasoline retailers situated at certain locations set forth on Exhibit A attached hereto nor sell at locations situated in Jefferson and Shelby County, Alabama, BP or ConocoPhillips branded gasoline and diesel fuel for use in on-road vehicles unless such branded products are purchased by Company directly from Vulcan Oil at such price(s) and upon such terms as Company and Vulcan may agree.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, it is agreed as follows:

1. Covenant Not to Solicit.

(a) For a period of three (3) years following the effective date of this Agreement, Company and Rice shall not, directly or indirectly, sell gasoline fuel or diesel fuel for use in on-road vehicles to present and future gasoline retailers situated at the locations set forth on Exhibit A, attached hereto, nor sell at locations situated in Jefferson and Shelby County, Alabama, BP or ConocoPhillips branded gasoline and diesel fuel for use in on-road vehicles unless such branded products are purchased by Company and/or Rice, as applicable, directly from Vulcan Oil at such price(s) and upon such terms as Company and/or Rice, as applicable, and Vulcan may agree.

(b) Each Company and Rice acknowledges and agrees that the duration of the covenants set forth in this Agreement has been determined by the parties to be the minimum period of time necessary to secure protection for Vulcan Oil's business.



(c) If either Company or Rice violates the restrictions set out in this covenant not to solicit, the period during which this covenant not to solicit shall apply shall be extended one (1) day for each day in which a violation occurs, and if suit is brought to enforce this covenant not to solicit, and Vulcan Oil establishes one or more violations by Company and/or Rice, Vulcan Oil shall be entitled to an injunction restraining Company and Rice from further violations for a period of three (3) years from the date of the final decree less only such number of days that neither Company or Rice has violated this covenant not to solicit.

2. Enforceability. If any of the covenants contained in this Agreement is hereafter construed to be invalid or unenforceable, the same shall not affect the remainder of the covenant or covenants, which shall be given full effect, without regard to the invalid portions. If any of the covenants contained in this Agreement is held to be unenforceable because of the duration of such provision, the parties agree that the court making such determination shall have the power to reduce the duration of such provision and, in its reduced form, said provision shall then be enforceable.

3. Notices. All notices, requests, demands and other communications pursuant to this Agreement shall be in writing and shall be deemed to have been given when delivered by courier, express, overnight delivery, or two (2) days after being mailed, postage prepaid, to the following representatives of the parties at the addresses indicated or such other address as a party may subsequently notify the other parties of in writing:

If to Company: W. C. Rice Oil Co., Inc.  
2511 28th Street, S.W.  
Birmingham, Alabama 35211-5246

Copy to: Timothy D. Davis, Esq.  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, Alabama 35205

If to Rice: G. Barton Rice  
c/o W. C. Rice Oil Co., Inc.  
2511 28th Street, S.W.  
Birmingham, Alabama 35211-5246

Copy to: Timothy D. Davis, Esq.  
Sirote & Permutt, P.C.  
2311 Highland Avenue South  
Birmingham, Alabama 35205

If to Vulcan Oil: Vulcan Oil Company, Inc.  
P.O. Box 100  
Shannon, Alabama 35142-0100



Copy to: H. Dean Mooty, Jr.  
600 Clay Street  
Montgomery, Alabama 36104

4. Benefit. This Agreement shall be binding upon the parties hereto, their heirs, legal representatives, successors, assigns and legatees.

5. Applicable Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Alabama.

6. Defined Terms. Capitalized terms used In this Agreement without definition shall have the meanings assigned to such terms in the Sale Agreement as if fully set forth herein.

7. Invalidity. The provisions of this Agreement shall be severable, and if any provision shall be invalid or void or unenforceable in whole or in part for any reason, the remaining provisions shall remain in full force and effect.

8. Entire Agreement. This instrument contains the entire agreement of the parties. It may not be changed or terminated orally, but may only be changed by an agreement in writing signed by the parties hereto.

9. Interpretation of Agreement. All parties have participated fully in the negotiation and drafting of this Agreement. The Agreement has been prepared by all parties equally, and is to be interpreted according to its terms. No inference shall be drawn that the Agreement was prepared by or is the product of any particular party or parties.

10. Captions. The captions or headings in this Agreement are made for convenience and general reference only and shall not be construed to describe, define or limit the scope or intent of the provisions of this Agreement.

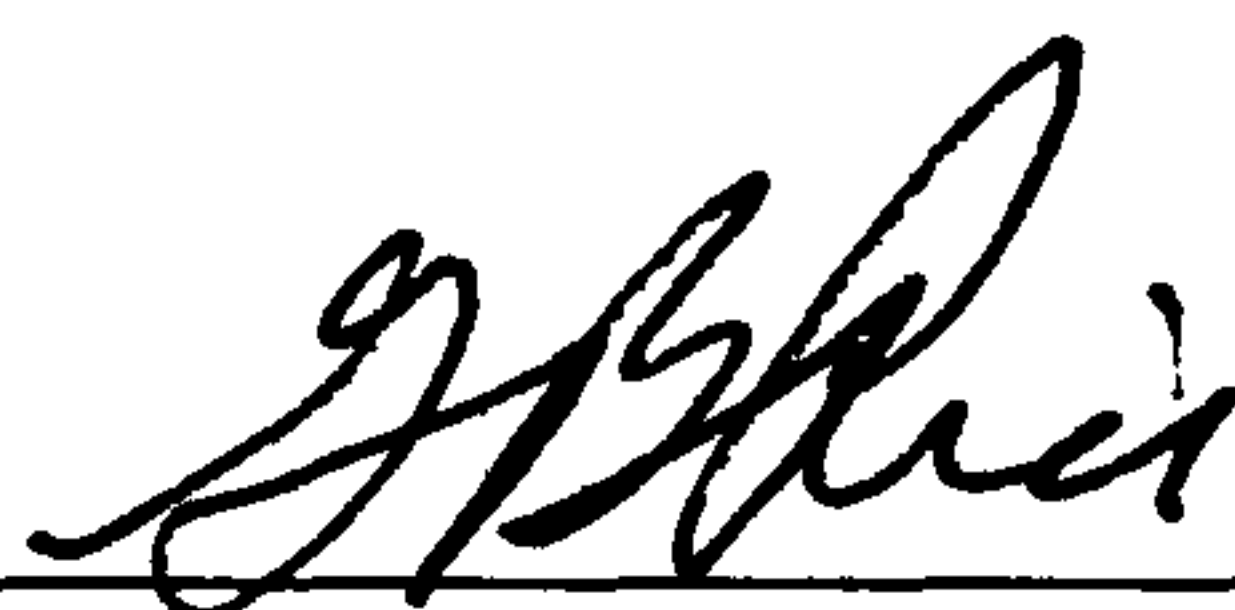
11. Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts shall for all purposes constitute one instrument, notwithstanding that all parties are not signatories to the same counterpart, and further, the pages of the counterparts on which appear the signatures of the parties may be detached from the respective counterparts of the Agreement and attached all to one counterpart which shall represent the final instrument.

IN WITNESS WHEREOF, the parties hereto have placed their hands on the  
10<sup>th</sup> day of May, 2005.

W. C. RICE OIL CO., INC.

By: [Signature]  
Name: G. B. Rice  
Its: President

(COMPANY)



G. BARTON RICE  
(RICE)

VULCAN OIL COMPANY, INC

By: 

Name: Todd A. Sitten

Its: President

(VULCAN OIL)



EXHIBIT A

3101 Cahaba Heights Road  
Cahaba Heights, AL 35243

151 Industrial Road  
Alabaster, AL 35007

1908 Hwy 31 South  
Pelham, AL 35124

1300 Hueytown Road  
Hueytown, AL 35023

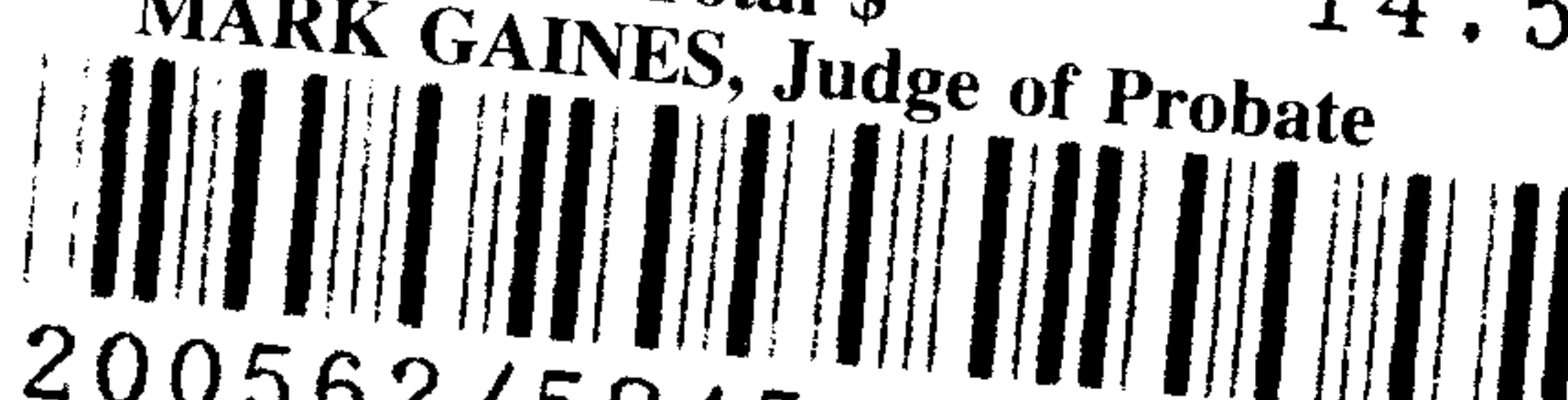
21114 Hwy 25  
Columbiana, AL 35051 2837


Pelham Parkway (31 N)  
Pelham, AL 35124


21195 Hwy 25  
Columbiana, AL 35051

4634 Hwy 71  
Shelby, AL 35143

4930 10<sup>th</sup> Avenue North  
Birmingham, AL 35212

State of Alabama - Jefferson County  
I certify this instrument filed on:  
2005 AUG 11 10:11:49:18AM  
Recorded and \$  
and \$ 14.50  
\$ 14.50  
Deed Tax and Fee Amt. 14.50  
Total \$  
MARK GAINES, Judge of Probate  
  
200562/5845 BESS

State of Alabama - Jefferson County  
I certify this instrument filed on:  
2005 AUG 10 10:51:29:08AM  
Recorded and \$  
and \$ 14.50  
\$ 14.50  
Deed Tax and Fee Amt. 14.50  
Total \$  
MARK GAINES, Judge of Probate  
  
200511/3165

  
20050818000424860 5/6 \$26.00  
Shelby Cnty Judge of Probate, AL  
08/18/2005 08:32:26AM FILED/CERT

LTC # 7187R05  
RECORD AND RETURN TO:  
Land Title Company  
Commercial Department  
600 20th Street North  
Birmingham, AL 35203-2601



20050818000424860 6/6 \$26.00  
Shelby Cnty Judge of Probate, AL  
08/18/2005 08:32:26AM FILED/CERT