

PURCHASE CONTRACT

The undersigned, Golden Mart, LLC, or its assigns (hereinafter designated as "Purchaser"), hereby agrees to purchase, and the undersigned Seller, R&F Food, LLC (hereinafter designated "Seller"), hereby agrees to sell, the accounts, equipment, intangibles, goodwill, and in-store inventory associated with the business known as "Citgo Food Mart of Alabaster" (hereinafter designated as the "Business") located at 844-A Highway 31 South, Alabaster, Alabama 35007, on the terms stated below:

1. THE PURCHASE PRICE for the accounts, equipment, intangibles, and goodwill associated with the business shall be assigned upon completion of mutual inventory and inspections.

Goodwill (Estimated)	\$52,000.00
50% Inventory (Estimated)	29,000.00
Earnest money deposit (non-refundable)	3,000.00
Estimated Amount Owe at Closing	\$78,000.00

All cost involved in the transfer to Purchaser shall be paid for by the Seller and Purchaser in addition to the Purchase Price, unless specifically provided herein to be paid by Seller.

2. INVENTORY: In addition to the accounts, equipment, intangibles, and goodwill associated with the Business, Seller shall sell to purchaser and Purchaser shall purchase from the Seller the inventory located on the property as of the day of closing. Prior to such closing, Seller and Purchaser shall cause an inventory to be taken of all items located on the property. The costs of this inventory shall be paid by the Seller. The Purchaser shall pay to the Seller at closing as the **purchase price** for Seller's inventory an amount that is the sum of all inventoried items, as noted in said inventory:

Inventory will be performed prior to execution of this contract. Purchaser to pay inventory cost value at closing and balance due in six monthly installments, to begin May 1, 2007, and to continue until October 1, 2007. Payments due on the 1st of the month (and to be held in advance by seller). Late fee of 2% to apply.

a) Parties are in full understanding that Purchasers are not purchasing the entity, "R&F Food, LLC," and are purchasing the name, "Citgo Food Mart of Alabaster," its inventory, assets and goodwill.

b) Tobacco and beer will be counted and Purchaser shall pay the retail value of said tobacco and beer, minus twenty percent. All other inventory with the exception of gas shall be counted and Purchasers shall pay the retail value at closing, less twenty-six percent. Tobacco will be based on actual invoice amount.

- c) Gasoline shall be paid for after determining the amounts at the invoice rate.
- d) Seller will pay for any inventory that they ordered which is received by the closing date and Purchasers shall be responsible of payment of any invoice on any inventory received after closing date. The parties further agree to indemnify and hold each other harmless from any liability therefrom.
- e) The Purchasers shall pay at closing an equal dollar amount to all of the change located in the safe, so that the parties do not have to move the change from the safe.
- f) The parties agree that the ATM located in the premises shall be released by Purchasers and the Seller's name shall be removed from that lease and Seller shall no longer be liable for the lease or contractual agreement. In the event Purchasers wish to keep the ATM, they shall acquire a lease in their own name prior to the closing date.
- g) The hot dog roller machine, grill and pizza oven shall be released by the Purchasers in their name and the Seller's name shall be removed from the lease prior to closing. In the event either of these items is not taken out of the Seller's name prior to the effective date of this Contract, then in that event, Purchasers agree to indemnify and hold Seller harmless for the lease agreement and shall make any and all payments due thereon in a timely manner and comply with such other terms and conditions as the lease contract may require.
- h) Purchaser shall reimburse Seller for gas minus credit card debits until the contract has been transferred.

3. ACCOUNTS RECEIVABLE AND ACCOUNTS PAYABLE: All cash on hand, and all accounts receivable and accounts payable up to the day of closing shall remain the property and responsibility of the Seller.

4. CLOSING AND POSSESSION DATES: The sale shall be closed and the bill of sale delivered on or before February 28, 2007.

5. CONTINGENCY AND INSPECTION PERIOD: Purchaser shall have a period of fifteen (15) days from the date Seller executes this contract to inspect the property. During this period, Purchaser may, at its expense, enter into and inspect the Business and all books and records, perform engineering and site planning, verify the status of all licenses associated with the Business, verify zoning and utilities, and undertake such other matters concerning the property as Purchaser shall determine is necessary or desirable. If during this period, Purchase, for any reason, determines that the property is not satisfactory for Purchaser's intended uses and purposes, Purchaser shall have the right to cancel its contract by written notice sent to Seller during such period. Such cancellation shall entitle Purchaser to the return of the Earnest Money, and

upon Purchaser's receipt of this earnest money, Purchaser and Seller shall have no further obligations to one another under the terms of this contract.

6. **CONDITION OF PROPERTY:** Seller makes no representation or warranty of any kind as to the condition of the equipment, the inventory, or the fixtures (if any) contained therein. Seller is selling to Purchaser AS IS, and WITH ALL FAULTS. It shall be the responsibility of Purchaser, at Purchaser's expense, to inspect the property and to satisfy itself as to the condition of the property being purchased. Purchaser will take over all pertinent leases.

7. **RISK OF LOSS:** Seller agrees to keep in force sufficient hazard insurance on the property to protect all interests until this sale is closed and the deed is delivered. If the property is destroyed or materially damaged between the date hereof and the closing, the Seller is unable or unwilling to restore it to its previous condition prior to closing, Purchaser shall have the option of canceling this contract and receiving the earnest money back, or accepting the property in its then condition. If Purchaser elects to accept the property in its damaged condition, any insurance proceeds otherwise payable to Seller by reason of such damage shall be applied to the balance of the purchase price or otherwise be payable to Purchaser.

8. **EARNEST MONEY:** In connection with the execution of this contract, Purchaser has delivered to Seller funds representing the earnest money in this transaction. Upon consummation of this transaction, this earnest money will be applied toward payment of the purchase price. In the event Purchaser, for whatever reason, cannot comply with the terms of this transaction, then this contract shall be canceled upon Purchaser's request, and Seller shall be entitled to this earnest money as liquidated damages due to Purchaser's inability to perform. In the event Seller desires not to perform under this contract, then Purchaser shall be entitled to either specific performance or the return of the earnest money.

9. **CONTINGENCIES:** This transaction is contingent on the following:

- a) Purchaser obtaining a ten-year fixed and five-plus-five year lease (twenty years total) from the landlord; and
- b) Purchaser obtaining a satisfactory ADEM report from the landlord (or Seller); and
- c) Purchaser using present ABC license until Purchaser may obtain its own (within a reasonable time).

10. The parties agree to prorate any and all licenses that have been paid for by the Seller prior to closing, including, but not limited to, \$410.00 for the liquor license, which was due on July 31, 2007, and has been paid by the Seller in the amount of \$410.00, and as such Seller shall be reimbursed by Purchasers in the amount of \$170.83.

11. The Seller shall be responsible for any and all sales taxes, payroll tax or other charges which accrued against the business prior to the date of closing and shall indemnify and hold the Purchasers harmless from any and all liability therefore.

12. The Purchasers shall by the date of closing take all action necessary to transfer the utilities into their own names and Seller agrees that it will pay the cost of the utilities up through the date of closing.

13. The Purchasers shall provide prior to closing liquor and liability insurance which is in full force and effect and provide a copy and proof of such insurance at closing, in an amount required by law.

14. The Purchasers shall obtain a \$1,000,000.00 general liability policy for the operation of the business and shall provide proof of said policy to Seller prior to closing.

15. The Purchasers shall be responsible for the cost of all monthly monitoring of security devices and Seller shall remove its name from the monitoring agreement. The parties understand and agree that this monitoring agreement is for the monitoring services only and that the security equipment is being sold and transferred with the business.

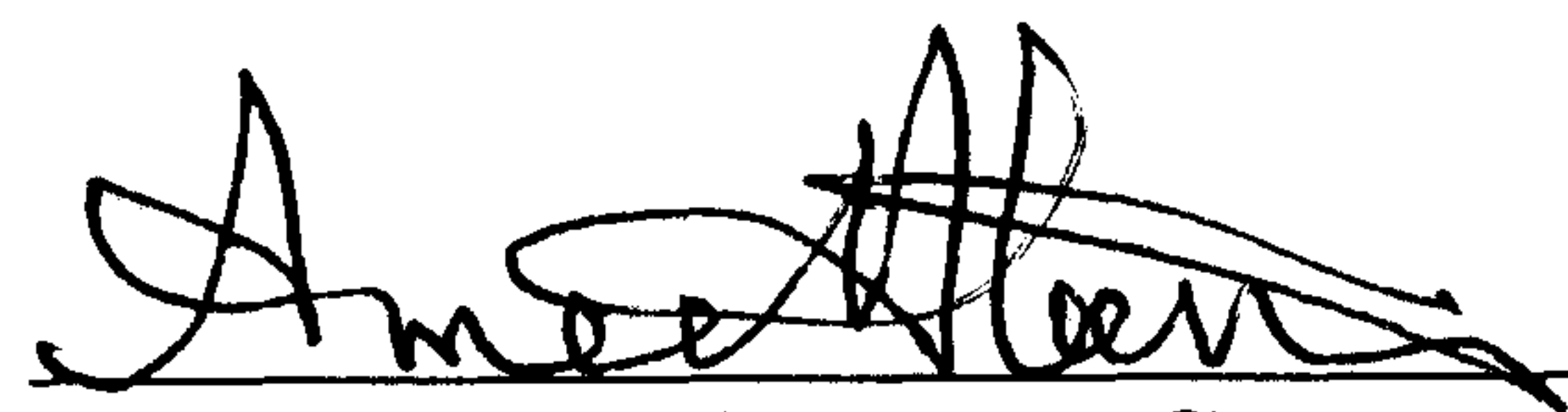
16. Seller to pay the existing balance in full to Moore Oil up to the date of contract. By the end of the business day of March 1, 2007, Seller will pay full debt due less \$5,000.00.

17. ENTIRE AGREEMENT: THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN PURCHASER AND SELLER REGARDING THE PROPERTY, AND SUPERSEDES ALL PRIOR DISCUSSIONS, NEGOTIATIONS, AND AGREEMENTS BETWEEN PURCHASER AND SELLER, WHETHER ORAL OR WRITTEN. NEITHER PURCHASER, SELLER, NOR REAL ESTATE AGENTS, NOR ANY SALES AGENT SHALL BE BOUND BY ANY UNDERSTANDING, AGREEMENT, PROMISE OR REPRESENTATION CONCERNING THE PROPERTY, EXPRESSED OR IMPLIED, NOT SPECIFIED HEREIN.

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF YOU DO NOT UNDERSTAND THE LEGAL EFFECT OF ANY PART OF THIS CONTRACT, SEEK LEGAL ADVICE BEFORE SIGNING.

Each of the parties acknowledges that they have a right to be represented at all times in connection with this contract and at the closing by an attorney of its own choosing, at its own expense.

PURCHASER:



GOLDEN MART, LLC
By Ameen Hossain

2/28/07
Date



GOLDEN MART, LLC
By Saleem Allaudin

2/28/07
Date

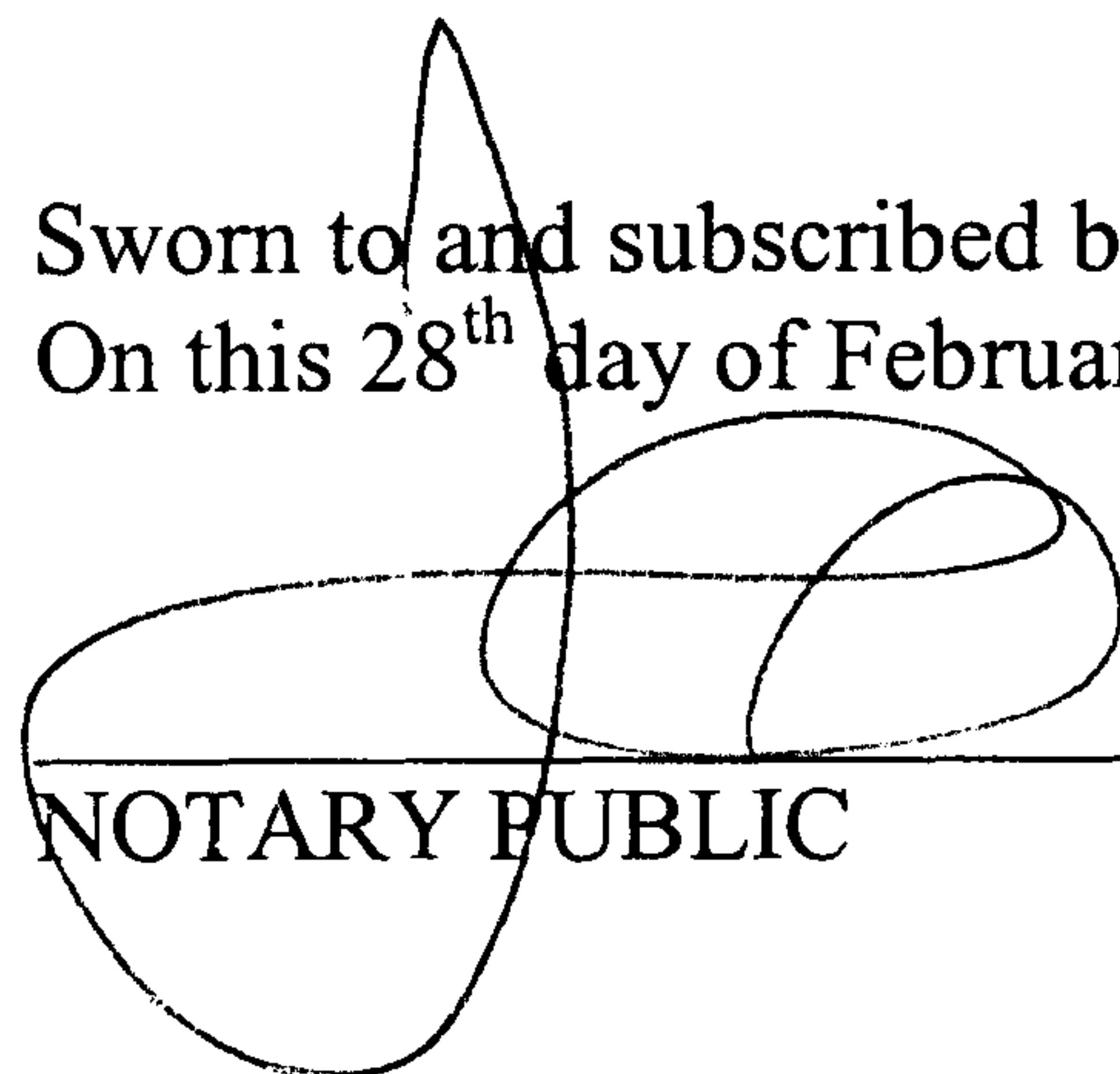
SELLER:



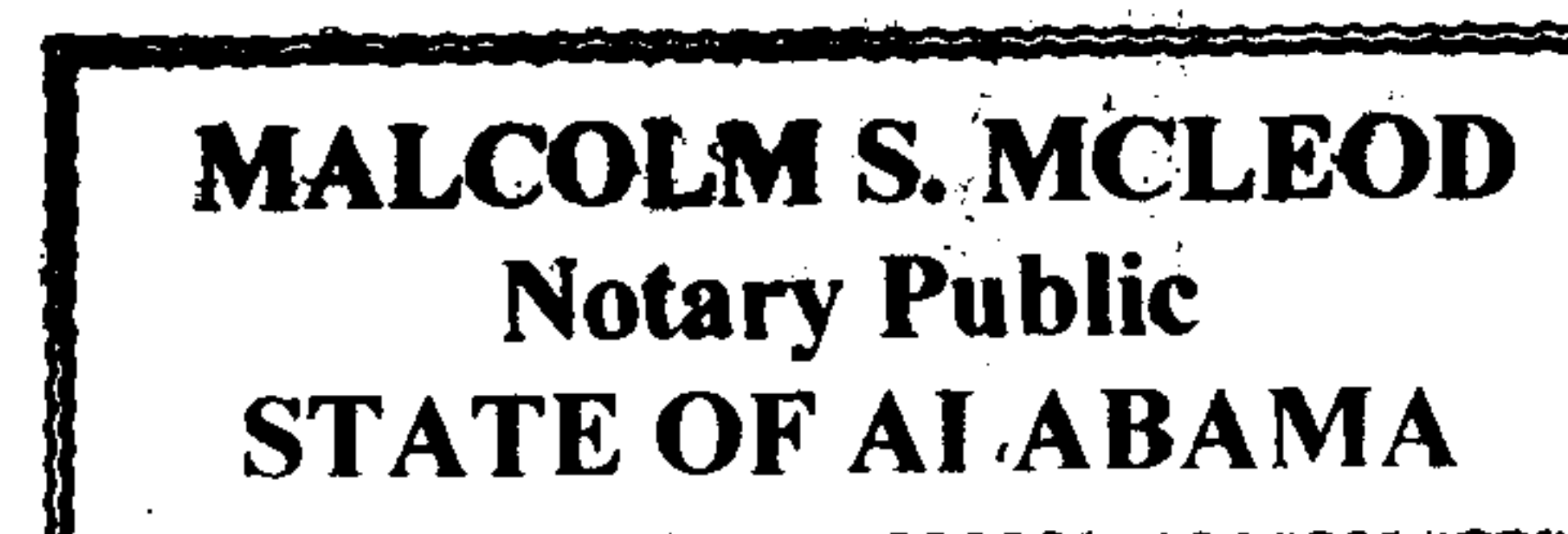
R&F FOOD, LLC
Iqbal Damani


2/28/07
Date

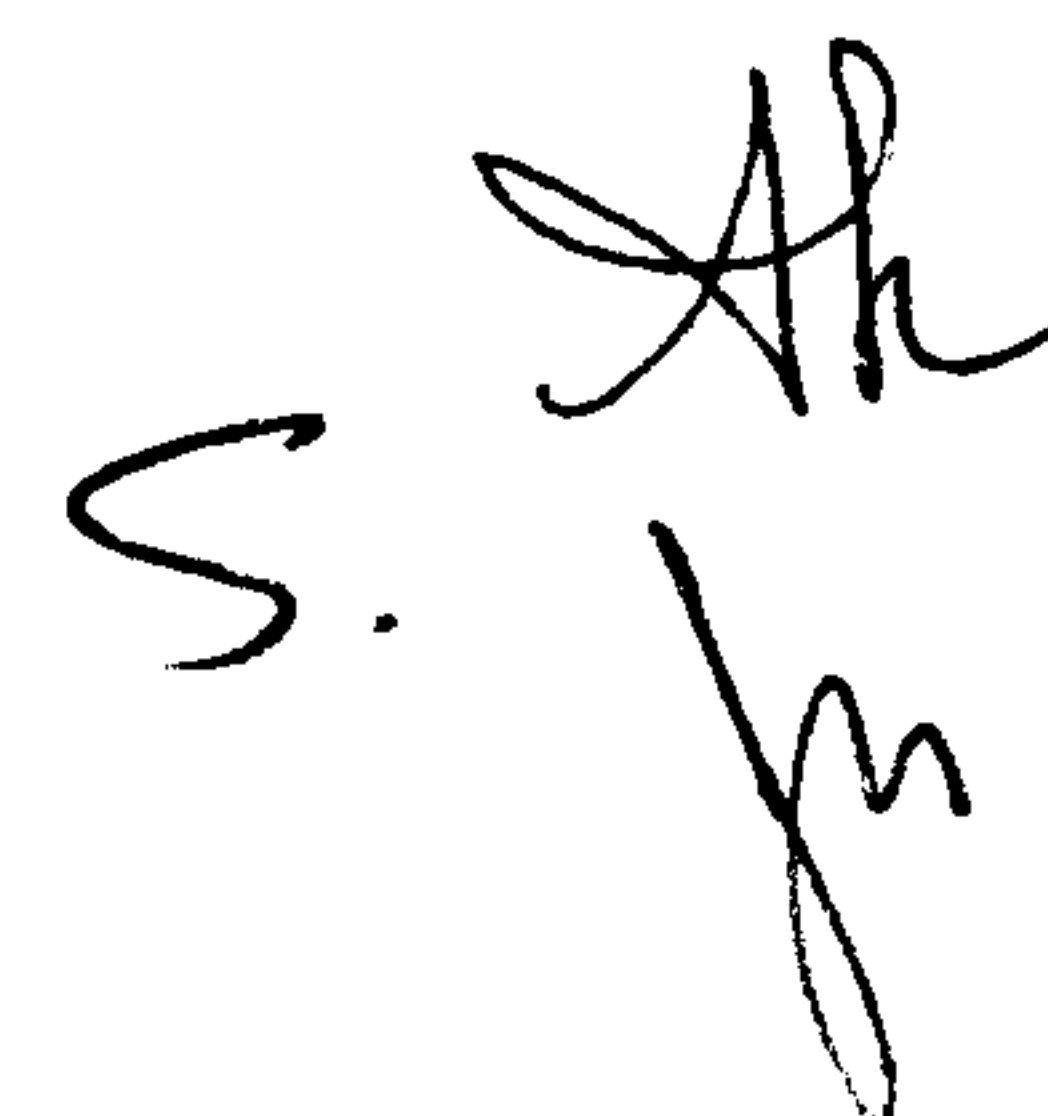
Sworn to and subscribed before me
On this 28th day of February, 2007.


NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 15, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS




20070312000110730 5/6 \$26.00
Shelby Cnty Judge of Probate, AL
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**Final attestation to all terms of contract
(following inventory)**

Total sales price \$117,000 – including \$36,000 for inventory owed

Final Goodwill - \$52,000.00
Final Inventory - \$65,000.00

TOTAL: \$117,000.00

Amount Paid - \$49,000.00 + \$3,000.00 deposit + \$29,000.00 inventory = \$81,000.00

Amount Owed - \$36,000.00: (Monthly Installment Figure) = \$6,000.00/month

PURCHASER:



GOLDEN MART, LLC
By Ameen Hossain

3/2/07


Date



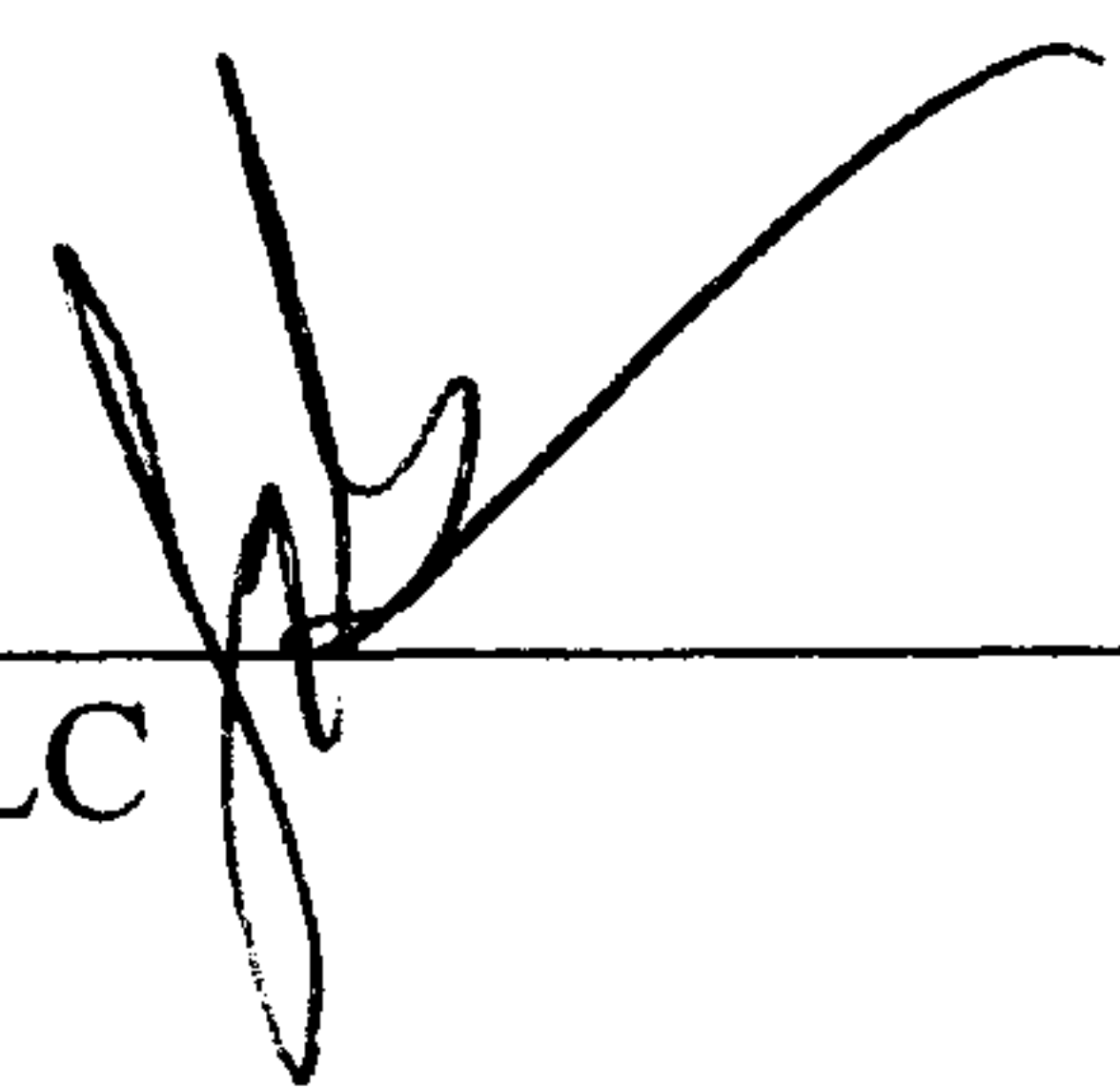
GOLDEN MART, LLC
By Saleem Allaudin

3/2/07

Date


20070312000110730 6/6 \$26.00
Shelby Cnty Judge of Probate, AL
03/12/2007 01:54:02PM FILED/CERT

SELLER:



R&F FOOD, LLC
Iqbal Damani

3/2/07

Date

Sworn to and subscribed before me
On this 2nd day of March, 2007.



NOTARY PUBLIC

NOTARY PUBLIC STATE OF ALABAMA AT LARGE
MY COMMISSION EXPIRES: Aug 15, 2010
BONDED THRU NOTARY PUBLIC UNDERWRITERS

MALCOLM S. MCLEOD
Notary Public
STATE OF ALABAMA