

STATE OF ALABAMA
Shelby COUNTY

20080926000382080 1/5 \$23.00
Shelby Cnty Judge of Probate, AL
09/26/2008 01:17:48PM FILED/CERT

MEMORANDUM OF SUPPLY AGREEMENT

1. The McPherson Companies, Inc., a Delaware corporation ("McPherson") and Airport Shell, Inc., an Alabama corporation ("Retailer") have entered into a Petroleum Supply Agreement dated 9-8-08, 2008 (the "Supply Agreement") wherein Retailer has granted to McPherson the exclusive right to furnish petroleum products to Retailer at: 60 Highway 87, Calera, AL 35040 ("Retailer's Station") more specifically described on the attached Exhibit A.

2. Pursuant to the Supply Agreement, the parties have agreed that the Retailer's Station will be a Shell branded location for a period of at least ten (10) years, subsequent to the date of the Supply Agreement.

3. Pursuant to the Supply Agreement (and the provisions of the Branding Agreement contained therein), Retailer has granted McPherson the exclusive right to furnish petroleum products to Retailer's Station for a period of at least ten (10) years, subsequent to the date of the Supply Agreement.

4. The terms of the Supply Agreement shall be a covenant running with the land during the term of said Supply Agreement, unless the premises upon which the Retailer's Station is located is foreclosed upon by a commercial or governmental financing institution holding a mortgage thereon, or petroleum products, as defined in the Supply Agreement, are no longer stored, dispensed or sold from said premises.

5. The provisions set forth in the written Supply Agreement between the parties are incorporated in this memorandum.

Executed this 8 day of ^{September}~~August~~ 2008.

McPherson
The McPherson Companies, Inc.

By: *Jeff A. Creel*
Printed Name: Jeff A. Creel
Its: Mgr. Retail Fuel

RETAILER
AIRPORT SHELL, INC.

By: _____

Printed Name: _____

Its: _____

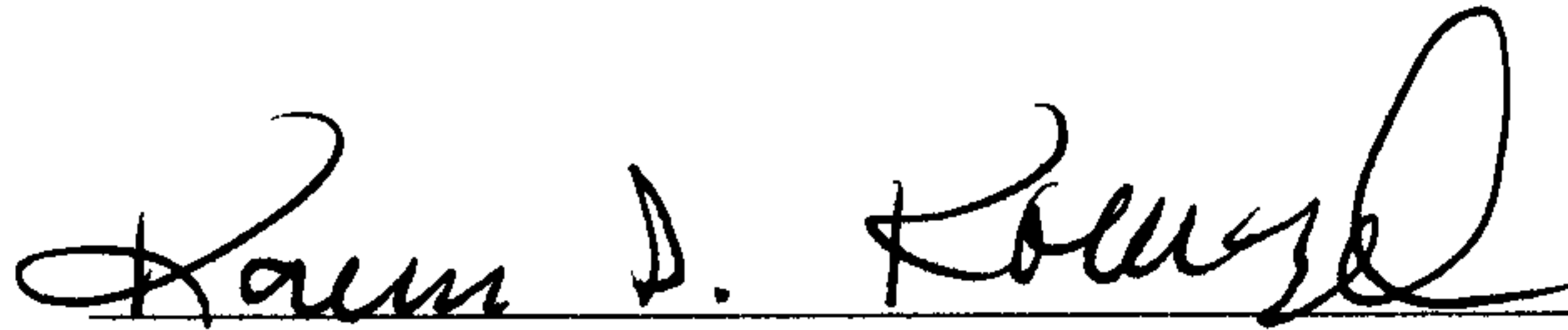
[ACKNOWLEDGMENTS ON FOLLOWING PAGE]

STATE OF ALABAMA)
Jefferson COUNTY)


20080926000382080 2/5 \$23.00
Shelby Cnty Judge of Probate, AL
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I, the undersigned, a Notary Public in and for said State and County, hereby certify that Jeff Creel, whose name as Mgr. Retail Fuel **The McPherson Companies, Inc.**, a Delaware corporation, is signed to the foregoing transaction and who is known to me, acknowledged before me on this day that, being informed of the contents of said transaction, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official notarial seal on this the 8 day of September, 2008.

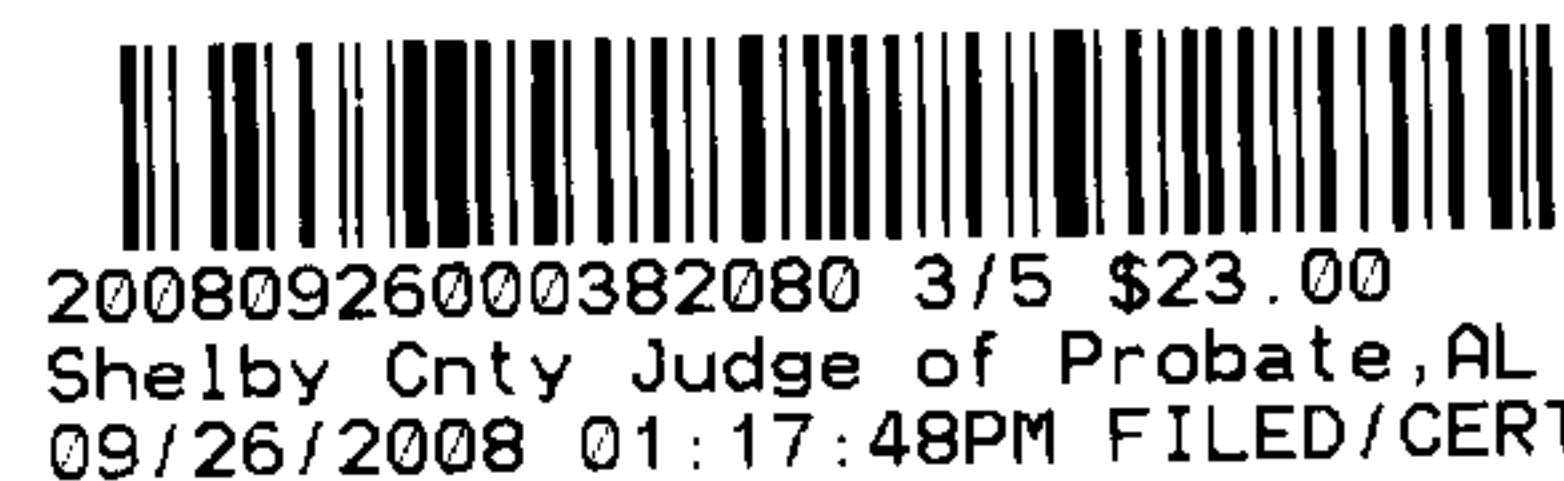

NOTARY PUBLIC
My Commission Expires: 5-19-11

STATE OF ALABAMA)
_____ COUNTY)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of **Airport Shell, Inc.**, an Alabama corporation, is signed to the foregoing transaction and who is known to me, acknowledged before me on this day that, being informed of the contents of said transaction, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official notarial seal on this the _____ day of _____, 2008.

NOTARY PUBLIC
My Commission Expires: _____



STATE OF ALABAMA
Shelby COUNTY

MEMORANDUM OF SUPPLY AGREEMENT

1. The McPherson Companies, Inc., a Delaware corporation ("McPherson") and Airport Shell, Inc., an Alabama corporation ("Retailer") have entered into a Petroleum Supply Agreement dated 9-8-08, 2008 (the "Supply Agreement") wherein Retailer has granted to McPherson the exclusive right to furnish petroleum products to Retailer at: 60 Highway 87, Calera, AL 35040 ("Retailer's Station") more specifically described on the attached Exhibit A.

2. Pursuant to the Supply Agreement, the parties have agreed that the Retailer's Station will be a Shell branded location for a period of at least ten (10) years, subsequent to the date of the Supply Agreement.

3. Pursuant to the Supply Agreement (and the provisions of the Branding Agreement contained therein), Retailer has granted McPherson the exclusive right to furnish petroleum products to Retailer's Station for a period of at least ten (10) years, subsequent to the date of the Supply Agreement.

4. The terms of the Supply Agreement shall be a covenant running with the land during the term of said Supply Agreement, unless the premises upon which the Retailer's Station is located is foreclosed upon by a commercial or governmental financing institution holding a mortgage thereon, or petroleum products, as defined in the Supply Agreement, are no longer stored, dispensed or sold from said premises.

5. The provisions set forth in the written Supply Agreement between the parties are incorporated in this memorandum.

Executed this 9 day of September ~~August~~ 2008.

McPherson
The McPherson Companies, Inc.

By: _____

Printed Name: _____

Its: _____

RETAILER
AIRPORT SHELL, INC.

By: Peter A. Shummarah Jr

Printed Name: Peter A. Shummarah Jr

Its: President

[ACKNOWLEDGMENTS ON FOLLOWING PAGE]



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Shelby Cnty Judge of Probate, AL
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STATE OF ALABAMA)
____ COUNTY)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that _____, whose name as _____ of **The McPherson Companies, Inc.**, a Delaware corporation, is signed to the foregoing transaction and who is known to me, acknowledged before me on this day that, being informed of the contents of said transaction, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official notarial seal on this the _____ day of _____, 2008.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF ALABAMA)
X Jefferson COUNTY)

I, the undersigned, a Notary Public in and for said State and County, hereby certify that Peterson Shummarah Jr., whose name as JS of **Airport Shell, Inc.**, an Alabama corporation, is signed to the foregoing transaction and who is known to me, acknowledged before me on this day that, being informed of the contents of said transaction, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official notarial seal on this the 9th day of September, 2008.

Georgeline K. Hall
NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES OCTOBER 18, 2011

EXHIBIT A

PARCEL I:

Commence at the Southeast Corner of Lot 2 of AIRPARK PLAZA as recorded in Map Book 19, Page 36, in the Office of the Judge of Probate of Shelby County, Alabama; thence run Southeasterly along the Westerly right of way of Interstate No. 65 a distance of 354.32 feet to the Southeast corner of a mobile home sales lot; thence right 104 degrees, 25 minutes, 43 seconds Southwesterly along the South line of said mobile home sales lot a distance of 58.82 feet to the Point of Beginning; thence left 46 degrees, 05 minutes, 32 seconds radial Southwesterly a distance of 416.41 feet to a point on a curve to the left concave Southwesterly with a radius of 412.39 feet, a central angle of 27 degrees, 20 minutes, 00 seconds and a chord distance of 194.87 feet; thence turn right 76 degrees, 20 minutes, 00 seconds to the chord of said curve and run Northerly, then Westerly along the arc of said curve 196.73 feet; thence turn right 74 degrees, 14 minutes, 54 seconds from the prolongation of said curve chord Northerly a distance of 10.27 feet along the proposed East Right of Way of Shelby County Highway No. 87; thence turn left 45 degrees, 00 minutes, 00 seconds, Northwesterly a distance of 70.71 feet along the proposed East Right of Way of Shelby County Highway No. 87; thence turn right 45 degrees, 00 minutes, 00 seconds Northerly a distance of 135.30 feet along the proposed East Right of Way of Shelby County Highway No. 87; thence turn right 75 degrees, 30 minutes, 37 seconds, Northeasterly a distance of 456.61 feet along the South line of the aforesaid mobile home sales lot.

PARCEL II - EASEMENT:

Commence at the Southeast corner of Lot 2 of AIRPARK PLAZA as recorded in Map Book 19, Page 36, in the Office of the Judge of Probate of Shelby County, Alabama; thence run Southeasterly along the westerly right of way of Interstate No. 65, a distance of 354.32 feet to the Southeast corner of a mobile home sales lot; thence right 104 degrees, 25 minutes, 43 seconds southwesterly along the south line of said mobile home sales lot a distance of 58.82 feet to a point "A"; thence left 46 degrees, 05 minutes, 32 seconds radial Southwesterly a distance of 416.41 feet to a point on a curve to the left concave Southwesterly with a radius of 412.39 feet, a central angle of 27 degrees, 20 minutes, 00 seconds and a chord distance of 194.87 feet; thence turn right 76 degrees, 20 minutes, 00 seconds to the chord of said curve and run Northerly, then westerly along the arc of said curve 196.73 feet; to the point of beginning of the herein described easement; thence continue westerly along the projection of said described curve 140 feet, more or less, to the easterly right of way of Shelby County Highway No. 87; thence turn 105 degrees, 00 minutes right, more or less, Northeasterly 190 feet more or less, along the easterly right of way of Shelby County Highway No. 87; thence right 62 degrees, 00 minutes more or less, easterly 45 feet more or less to a point being 456.61 feet westerly of the aforesaid point "A"; thence right 104 degrees, 29 minutes, 23 seconds southerly along the proposed new Shelby County Highway 87 right of way a distance of 135.30 feet; thence left 45 degrees, 00 minutes, 00 seconds southeasterly along the proposed new Shelby County Highway 87 right of way a distance of 70.71 feet; thence right 45 degrees, 00 minutes, 00 seconds southerly 10.27 feet along the proposed new Shelby County Highway 87 right of way to the point of beginning.