

## COMPLETE MANAGEMENT FEE AGREEMENT

### THIS AGREEMENT DOES NOT CREATE A FRANCHISE UNDER THE PETROLEUM MARKETING PRACTICES ACT

Rogers Petroleum Inc., hereinafter called "Seller," with a business address of 1634 West First North Street, Morristown, TN 37814 and Rector Marathon, with an address of 1064 Livingston Highway Byrdstown, TN 38549, hereinafter called "Manager," desiring to arrange for the consignment and distribution of Seller's petroleum products from the premises located at 1064 Livingston Highway Byrdstown, TN 38549 (the "Premises") agree as follows:

1. Duration. The term of this Complete Management Fee Agreement (the "Agreement") shall commence on the 1<sup>st</sup> day of December, 2017 and expire on the 31<sup>st</sup> day of December, 2033 (the "Term").

2. Products. Seller shall deliver to Manager at the Premises petroleum products, including gasoline, diesel, and such other goods as may be agreed upon. Seller will set the prices at which the products are to be dispensed by Manager. Manager shall not set, and has no authority to set, the prices at which the products are to be dispensed. Title and ownership of such products shall at all times remain with Seller until the sale of such products to Seller's customers. Manager agrees that Seller shall be the exclusive supplier of such products at the Premises during the Term of this Agreement.

3. Seller's Access/Brand. Manager hereby grants Seller and Seller's employees, agents, customers, contractors, invitees, and licensees full and unimpeded access to the Premises for the purpose of allowing Seller to deliver petroleum products to, and carry on the business, sale, or distribution of petroleum products, at the Premises. Manager shall do nothing to impede or obstruct such access. Manager shall permit Seller to display signs, trademarks, trade names, and other brand identifications such petroleum products under the Marathon brand (referred to as the "Proprietary Marks") at the Premises in accordance with the image and other appearance standards required by Seller's supplier (Seller's supplier of petroleum products under the Proprietary Marks and such supplier's affiliates, assigns and successors-in-interest collectively referred to hereinafter as the "Supplier"). Manager understands and agrees that Seller shall be permitted to market petroleum products at the Premises provided that Supplier approves the Premises for the sale of petroleum products under the Proprietary Marks. In the event that Supplier does not approve the Premises for the sale of petroleum products under the Proprietary Marks or revokes or withdraws Seller's right to market petroleum products under the Proprietary Marks at the Premises, Seller shall have the right, in its sole discretion, to terminate this Agreement.

4. Risk of Loss. Manager shall have charge of said petroleum products delivered by Seller under this Agreement for resale by the Seller at the Premises. Seller shall bear risk of loss of such products, except for any loss arising out the negligence or intentional wrongdoing by Manager, in which event Manager shall be liable to Seller in full for such loss. Manager shall report all sales of said petroleum products in the manner prescribed from time to time by the Seller.

5. Manager's Compensation. Seller shall compensate Manager as follows: (a) Seller shall pay unto Manager an amount equal to 4 cents per gallon (\$0.04) for each gallon of Seller's motor fuel sold at the Premises.

(b) Seller's compensation to Manager shall be made on a monthly basis, unless otherwise agreed to in writing.

6. Control. With the exception of the duties and responsibilities of Manager set forth herein, the means, methods and details are left entirely to the discretion and judgment of the Manager for the purpose of the accomplishment of said results. It is expressly agreed and stipulated that neither Manager nor the employees of Manager shall be deemed or construed to be employees of Seller. Manager further agrees that he will carry employer's liability, and workmen's compensation insurance for himself and his employees.

7. Manager's Collection of Seller's Proceeds. Manager shall collect and be responsible for the proceeds (including all applicable taxes) from all sales of Seller's products covered by this Agreement. The parties hereto expressly acknowledge and agree that Manager's obligations in the preceding sentence and in subparagraph (a) hereunder do not constitute Manager's sale of motor fuel products hereunder. The parties further acknowledge and agree that Manager does not sell, or otherwise engage in the sale of, motor fuel products under this Agreement and nothing contained herein shall be interpreted, deemed or understood to mean that Manager sells or otherwise engages in the sale of motor fuel products. All proceeds of the sale of motor fuel products at the Premises shall at all times remain the property of the Seller.

(a) The proceeds from the sales (including all applicable sales taxes) shall be collected by Manager or his delegate and deposited on a daily basis into an account designated and in a manner prescribed by Seller from time to time.

(b) **FAILURE TO REMIT THE AFORESAID MONIES ACCORDING TO THIS AGREEMENT OR TO SELLER'S INSTRUCTIONS FOR ANY REASON WHATSOEVER, IF THE FAILURE IS CAUSED BY AN INTENTIONAL ACT OR OMISSION OF MANAGER, WILL BE DEEMED THEFT OF SELLER'S PROPERTY AND WILL BE PROMPTLY PROSECUTED. MANAGER HAS NO RIGHT TO BORROW FROM, OR WITHHOLD AS AN OFFSET AGAINST, THE AMOUNT TO BE REMITTED.**

(c) Seller reserves the right to require from Manager from time to time a security deposit, letter of credit, personal guaranty and/or other forms of security acceptable to Seller to secure Manager's obligations under this Agreement.

8. Credit Cards. All sales to Seller's customers shall be for cash, provided however, Manager may accept credit sales from Seller's customers for Seller's account only after prior written authority has been obtained from, and the terms thereof have been approved in advance by, Seller. If the Seller authorizes credit card sales for Seller's products at the Premises, Manager hereby agrees to the following:

(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"), Manager shall accept all Transaction Cards identified in the Transaction Card guide and other similar manuals and guidelines, whether in written or electronic form (such guide, manuals, and other guidelines referred to as the "Card Guide") provided by Seller for the purchase of authorized products and services. Manager shall account for and process all such transactions in strict compliance with the terms set forth in the Card Guide.

(b) Seller shall accept from Manager all transactions generated as a result of purchases made with authorized Transaction Cards and shall process such purchases in accordance with the terms in the Card Guide. Manager shall deliver to Seller signed receipts for such transactions to the extent that credit card transactions are processed manually.

(c) Manager acknowledges receipt of a copy of the Card Guide and shall comply fully with the operating rules, terms and conditions thereof.

(d) Manager and Seller agree that all Transaction Card sales at the Premises shall be processed by means of a point of sale ("POS") system provided by Seller. Manager understands that software or firmware may be installed in the point of sale machine for use at the Premises and that such software or firmware are proprietary products of the owner of the POS equipment. Manager 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.

(e) Manager understands and acknowledges that the Payment Card Industry Data Security Standard as amended from time to time (the "PCI DSS") contains clearly defined standards setting forth the duties of merchants, like the Manager, to secure sensitive cardholder data. Manager shall become informed of the PCI DSS as the PCI DSS pertains to the Manager's business at the Premises. Manager shall, at all times during the term of this Agreement, (i) comply with the PCI DSS; (ii) cause all POS and other related network hardware and software at the Premises to be, and remain, PCI DSS certified and compliant; (iii) regularly monitor, test, and/or assess the POS and related hardware and software at the Premises pursuant to the PCI DSS; and (iv) permit Seller and/or Supplier and/or Transaction Card representative to inspect and/or test the POS and other related network hardware and software at the Premises.

(f) Manager shall indemnify, defend and hold Seller harmless for any and all losses, fines, penalties, damages, costs or expenses including without limitation attorney's fees, arising out of the Manager's breach or violation of, or failure to comply with, the PCI DSS or the Card Guide. The indemnity provision contained in this subparagraph (f) to paragraph 8 shall survive termination of this Agreement.

(g) Manager is responsible for all POS related Help Desk Fees.

(h) Seller shall pay all payment card fees for purchases, associated with fuel purchases only. Manager will pay all other fees.

9. Pump Readings and Measurements. Manager shall take accurate daily pump readings and volumetric measurements of all motor fuel covered by this Agreement. The Manager shall report to the Seller as soon as possible any loss of motor fuel, whether by leakage, spillage, defective equipment, casualty or any other reason.

10. Manager's Records. Manager shall maintain, at the Premises in a form to permit calculation of sums due under this or any other agreement, contract or lease, accurate records, including dates, volumes and prices, of (i) all deliveries and sales of motor fuel, and (ii) gross revenue from sales of all products. Seller and/or its delegate may examine, copy, and audit the foregoing records at any reasonable time and Seller agrees to keep the records confidential. Manager shall provide a verified statement of deliveries, sales and gross revenue within five (5) days after the end of each calendar month, twelve-month (12) period, and upon any cancellation or termination of this Agreement. At Seller's option, Seller may prescribe a written form that Manager shall complete in submission of such statements.

11. Title to Product. Delivered stocks of petroleum products shall remain the property of Seller until sold in the regular course of business.

12. Inventory Audit/Inspection. Authorized representatives of Seller and/or Supplier shall have the right, at any time, to enter the Premises in order to audit, take inventory, and inspect Seller's property, stocks, goods and merchandise of whatever kind and to insure Manager's compliance with the terms of this Agreement.

13. Manager's Equipment/Employees. (a) Except for equipment provided or installed by Seller set forth in the attached "Schedule of Seller's Equipment (Complete Management Fee Agreement)," Manager shall (i) furnish all equipment, tools, and like appliances; (ii) furnish all his own helpers and employees; and (iii) pay all premiums and contributions required by Workman's Compensation, Unemployment Insurance, old age and health benefits and other programs measured by remuneration paid by Manager to his employees. Manager shall not be responsible for paying taxes on the sale of motor fuels. Seller shall be responsible for all fees, licenses, and other costs and expenses related directly to his motor fuel dispensing business.

(b) Manager will be responsible for all equipment provided by Seller for Manager's use at the Premises, including without limitation imprinters and POS system equipment. In the event any such equipment is lost, stolen or damaged, Manager will reimburse Seller in full for the replacement cost thereof. Title to all equipment provided by Seller shall remain with Seller.

(c) Seller will be responsible for above ground maintenance of the following:

- i. Marathon Branded Fueling dispensers
- ii. Marathon ID Sign
- iii. 2000 gallon double wall AST for non-ethanol
- iiii. Unbranded Fueling dispenser for non-ethanol

14. Customer Service. Manager shall: (a) conduct the motor fuel operations responsibly, with due care, prudence, good judgment, and skill; (b) treat all Seller's customers courteously including responding expeditiously to all complaints of such customers and making fair adjustments where appropriate; (c) not engage, or permit anyone to engage, in any illegal, dishonest or fraudulent practices at the Premises; (d) promote diligently Seller's motor fuel business at the Premises; (e) perform all services in a good, workmanlike manner; (f) maintain the restrooms in a clean, sanitary, and well-lighted condition and adequately provided with necessary supplies; (g) provide sufficient trained and courteous personnel to serve the needs and desires of the motoring public; (h) keep the driveways, yards, lawns, shrubs and other plantings neat and free from weeds, debris, snow, ice, rubbish, and other obstructions; (i) actively and personally participate in the management of the gasoline sales so as to provide for proper operation and maintenance; (j) not display, use, store, offer for sale, or rent any item of a pornographic nature at the Premises. For the purposes of this Agreement, items of this nature shall include, without limitation, pornographic, sexually explicit, or so-called "adult": magazines, videotapes, compact disks, digital video disks, or other like items; (k) comply with, and cause all other persons at the Premises to comply with, all federal, State, or local laws pertaining to the Manager's business at the Premises or the use of the Premises; (l) comply with, and cause all other persons 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 (m) insure that all employees at the Premises are able to understand and speak the English language with sufficient fluency to communicate effectively with Seller's customers and emergency response personnel; (n) operate and keep Seller's motor fuel dispensing operation open for business and properly lighted during the hours specified below, unless prohibited by state law, in which event the said operation shall be kept open for the maximum number of hours each day and days each week permitted under applicable law:

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Open	7:00 a.m.	5:30 a.m.	5:30 a.m.	5:30 a.m.	5:30 a.m.	5:30 a.m.	5:30 a.m.
Close	7:00 p.m.	9:00 p.m.	9:00 p.m.	9:00 p.m.	9:00 p.m.	10:00 p.m.	10:00 p.m.

These are the minimum hours of operation and they do not preclude the Manager from opening the facility at other times. Holiday closings shall include \_\_\_\_\_ N/A \_\_\_\_\_. Manager (or where Manager is a business entity such as a corporation, limited liability company, or partnership, the following designated person: Wade Rector) shall be present at the Premises no less than 20 hours per week.

15. Nature of the Agreement/No Third Party Beneficiary. The parties agree there shall be no contractual obligation to extend or renew the period or terms of this Agreement. This Agreement shall not be considered or deemed to be any form of "joint venture" or "partnership" at the Premises or elsewhere. This Agreement shall bind the executors, administrators, personal representatives, assigns, assignees, and successors of the respective parties. This Agreement is personal to the Manager and is intended for the sole use and benefit of Seller and Manager. Nothing contained herein shall be deemed, interpreted, or construed to create, or express any intent to create, third party beneficiary rights in favor of any person or entity, except for any indemnified party (or other person entitled to be indemnified pursuant to this Agreement), and Seller and Manager specifically state and agree that no such intent exists.

16. Whole Agreement. The parties to this Agreement have discussed the provisions and find them fair and mutually satisfactory. This instrument contains each and every agreement and understanding existing between the parties relating to the subject matter of this Agreement, and no amendments or alterations thereto shall have any effect unless made in writing and signed by both parties hereto or by their duly authorized representatives. This Agreement shall not be binding upon Seller until signed by Seller.

17. Environmental. Manager recognizes that it is maintaining and dispensing hazardous substances in connection with managing Seller's motor fuel business under this Agreement and agrees as follows:

(a) Manager 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 Manager'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) Manager 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. Manager shall maintain written records of all maintenance and inspections of UST equipment. Manager will maintain such records at the Premises for at least thirty-six (36) months, or longer, if required by law. Manager 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) Manager 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. Manager shall develop and maintain accurate written records of the daily physical product measurements and daily and monthly reconciliation. Manager will maintain such records at the Premises for at least thirty-six (36) months or longer if required by law. Manager 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. Manager 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. Manager shall cooperate at all times with Seller during any such investigation or remedial activity.

(d) Manager 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. Manager 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) Manager 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, Manager's reconciliation and inspection records. However, Seller is not obligated to make any such inspections or tests.

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

(g) Manager shall properly maintain all USTs, hoses, connections, and associated equipment at the Premises. Seller may, without liability to Manager, refuse to make delivery of products covered under this Agreement if Seller believes any UST, hose, connection, or associated equipment is not safely maintained or in compliance with applicable safety standards. Manager 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 Agreement for any purpose other than the storage, handling, marketing, and distribution of the Seller's petroleum products.

(h) Manager 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 Manager) or property damage (including, without limitation, damage to the property of Seller or Manager), which may be imposed on, incurred by or asserted against Seller directly or indirectly; (i) caused in whole or in part by Manager's failure to comply with the terms of this paragraph 17 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 Manager, its employees, agents, contractors, customers, licensees, or invitees. This indemnity in no way limits, and is intended to be within the scope of, any general indemnity set forth in this Agreement. The terms and provisions of this paragraph 17 shall survive the expiration, nonrenewal, or termination of this Agreement.

18. Trademarks. The Proprietary Marks shall be used solely to identify and advertise the origin of Seller's petroleum product(s) in accordance with such standards, guidelines, requirements, specifications, programs, procedures, and criteria as the Seller or the Supplier may require. Manager shall not mix any other product(s) with Seller's product(s) sold at the Premises under this Agreement or adulterate them in any way. Such Proprietary Marks shall not be used in connection with the storing, handling, or dispensing of product(s) that are not Seller's product(s). All Proprietary Marks that are discontinued shall be returned to Seller. Manager 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 the Supplier. Manager shall not use the Proprietary Marks as part of Manager's corporate name or other name. 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 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 Agreement shall be deemed to refer to the substituted supplier and all references to the Proprietary Marks in this Agreement 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 other brand identifications of said substituted supplier. Manager 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 Seller's sale of motor fuel, or the sale of Manager's products, at the Premises. Manager 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"). Manager 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,

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

19. Failure to Perform. The Seller shall not be liable for loss, damage or demurrage due to any delay or failure in performance (a) because of compliance with an order, request or control of any governmental authority or persons purporting to act therefore, or (b) when the supply of motor fuel or other petroleum products or any facility of production, manufacture, storage, transportation, distribution or delivery of motor fuel or other petroleum products relied upon by the Seller is interrupted, unavailable or inadequate because of wars, acts of terrorism, hostilities, public disorders, acts of enemies, hurricanes, tornadoes, fires, floods, acts of God, accidents or breakdowns, plant shutdowns for repairs, maintenance or inspection, weather conditions, market shortages, government restrictions or regulations or any cause beyond its control. 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.

20. Termination. In addition to any other remedies Seller may have under this Agreement or the law, if Manager is in default hereunder, the Seller may on notice to the Manager (i) terminate this Agreement or (ii) suspend deliveries during the period in which Manager remains in default. If any insolvency, bankruptcy or receivership proceedings are instituted by or against the Manager or if Manager takes advantage of any law for the benefit of debtors or if any execution or levy shall issue against Manager or Manager's property or assets, or if Manager dies, or if any disability on the part of Manager prevents personal supervision by Manager of the performance of his obligations under this Agreement, or if any other contract or lease between the Manager and Seller is terminated, this Agreement shall automatically terminate. If Manager is indebted to the Seller at the time of any termination, said indebtedness shall become due and payable in full at the time of said termination, regardless of any prior oral or written agreement fixing the maturity thereof. No waiver by Seller of any breach of any of the covenants or conditions herein contained to be performed by Manager shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

21. Notices. All written notices required or permitted to be given by this Agreement shall be deemed to be duly given if delivered personally or sent by certified mail or reputable, national overnight carrier (such as Federal Express) to Seller or to Manager, 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.

22. Assignment. (a) This Agreement is personal to Manager. Manager's interest in this Agreement shall not be transferred or assigned by Manager in whole or in part, directly or indirectly, without the prior written consent of Seller. 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 Agreement in whole or in part upon ten (10) days' prior written notice to Manager.

(b) Subparagraph (a) herein above applies if Manager is a corporation, limited liability company or partnership. Any change in the control of the Manager 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 Manager, whether voluntarily, involuntarily, by operation of law, merger or otherwise, shall be construed as an assignment or transfer of Manager's rights under this Agreement. A change in the control of Manager shall be deemed to occur whenever a party gains the ability to influence the business and affairs of Manager 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, without limitation, would constitute an assignment or transfer of Manager's rights under subparagraph (a) herein above: (i) the transfer of 25% or more of the voting stock of, or membership, partnership, or beneficial interest in, the Manager; (ii) the transfer of a lesser percentage of such stock of, or membership, partnership, or beneficial interest in, the Manager to an existing stockholder, member, or partner who thereby would own 25% or more of the Manager's voting stock or possess 25% or more of membership, partnership, general partnership, or beneficial interest in the Manager; 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 Manager.

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

23. Severability. Both parties expressly agree that it is not the intention of either party to violate statutory or common law and that if any sentence, paragraph, clause or combination of same is in violation of any law, such sentences, paragraphs, clauses or combination or same shall be inoperative and the remainder of this Agreement shall remain binding upon the parties hereto.

24. Liability. Neither Seller nor Supplier shall be liable to Manager 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 Manager or any other person of any governmental statute, law, regulation, rule, or ordinance, arising from the operation or activities of Manager or any other person in connection with, or related to, the performance of this Agreement. Manager 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 Manager or any other person of any governmental statute, law, regulation, rule, or ordinance, directly or indirectly arising out of, or in any way connected with (i) Manager's performance of, or failure to perform under, this Agreement, (ii) Manager's business operations at, or use of, the Premises; (iii) the activities of Manager, 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 Manager or any other person, firm or corporation which may seek to hold Seller or Supplier liable. The existence or non-existence of any insurance that may be required under this Agreement will not limit Manager's indemnity or other obligations under this Agreement. This indemnity shall survive the termination or nonrenewal of this Agreement.

25. Insurance. At all times during the Term of this Agreement, Manager, at its sole expense, shall maintain premises liability insurance coverage from a reputable insurance carrier authorized to do business in the State in which the Premises is located against property damage and against death or personal injury to others in a coverage amount of no less than \$1,000,000 per person or occurrence. All the insurance will name Seller as an additional insured and will be primary as to any other existing, valid and collectible insurance.

26. Confidential Material. (a) Manager acknowledges that Seller and/or Supplier may be disclosing and transmitting to it certain confidential and proprietary information of Seller or Supplier, including without limitation guidelines, manuals, methods, policies, procedures, programs, software, firmware, specifications, standards (both operational and visual), strategies, and other related information ("Confidential Information") in connection with Seller's motor fuel dispensing business at the Premises. Such Confidential Information may be in written, oral or electronic form (that is, transmitted or stored via Supplier or Seller's web site, or via email, IM, CD, DVD, or other similar electronic means). Except where otherwise required by law, Manager shall: (i) treat and maintain Confidential Information as confidential; (ii) not use, or permit the use of, Confidential Information for any purpose except for the fulfillment of Manager's obligations under this Agreement; and (iii) restrict disclosure of Confidential Information only to Manager and its officers, directors, members, employees, contractors or agents who are directly connected with the performance of work and require knowledge of the Confidential Information.

(b) Manager agrees that any failure to comply with the requirements of this paragraph 26 will cause Seller or Supplier irreparable injury. The provisions of paragraph 26 will survive the termination or expiration of this Agreement and apply to all Confidential Information disclosed or transmitted to Manager, whether prior to, during or after the expiration, termination, or nonrenewal of this Agreement.

27. Non-Exclusive Territory. Nothing in this Agreement geographically restricts the Seller from marketing its motor fuel products. Seller reserves the right to market or sell, and authorize others to market or sell, petroleum products under the Proprietary Marks or under any other trade mark, trade name, or brand or brand identifications in any manner Seller chooses, including through its own retail outlets or through designated wholesalers or other retailers.

28. 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 Manager upon Manager's death, such provision is incorporated herein by reference. In the absence of such provision, this Agreement shall terminate upon the death of the Manager, if the Manager is a natural person, or upon the death of the person who is the sole owner of the Manager, if Manager is a business entity.

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

30. Construction. Within this Agreement, 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 Agreement 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 Agreement are for convenience only and will not limit, enlarge, modify, or otherwise affect this Agreement. This Agreement shall be deemed to have been drafted by all parties hereto and, in the event of dispute, each party waives the defense of *contra proferentem*.

31. Limitation of Liability. IN NO EVENT SHALL SELLER BE LIABLE FOR SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER UNDER TORT, STRICT LIABILITY, OR WARRANTY OR WHETHER ARISING OUT OF, OR FLOWING FROM, OR IN ANY MANNER RELATED TO THE MATTERS COVERED UNDER THIS AGREEMENT.

32. Attorney's Fees. It is hereby agreed to and understood by the parties to this Agreement that if Seller obtains a judgment against Manager for breach of any provisions hereof, Seller's contract damages include all attorney's fees and other litigation expenses incurred by Seller in obtaining such judgment. Seller shall also be entitled to reimbursement by Manager for all attorney's fees and litigation expenses incurred to enforce any termination of this Agreement.

31. Disputes / Litigation: It is hereby agreed to and understood by the parties to this Contract that this transaction is commercial in

nature, the laws of the State of Tennessee shall govern any interpretation or enforcement of this Contract (except where Federal product laws supersede), and that any litigation shall be conducted in Hamblen County, Tennessee. The parties hereby WAIVE JURY TRIAL, consent to jurisdiction of the State and Federal Courts located in East Tennessee, and choose East Tennessee to be the forum for any litigation and/or lawsuit to enforce this Contract.

Executed this the 10 day of Nov., 2017.

SELLER: Rogers Petroleum Inc.

MANAGER: Rector Marathon

By: \_\_\_\_\_

By: \_\_\_\_\_

John Yeager, President

Wade Rector

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

SCHEDULE OF EQUIPMENT AND BRANDING MATERIALS

Rector Marathon 1064 Livingston Highway Brydstown, TN 38549.

This Schedule of Equipment and Branding Materials is attached to, and made a part of, the Complete Contract of Sale (Branded) between Seller and Purchaser. Unless otherwise indicated, the terms used in this Schedule of Equipment and Branding Materials shall be attached to the Complete Contract of Sale (Branded). Purchaser owns and retains title to all equipment on the Premises with the exception of the equipment listed below, which equipment is the property of the Seller.

The equipment and materials listed below will be installed at the Purchaser's place of business by Seller.

- Furnish -Marathon Main ID Sign, purchased from Freeman Apple
- Furnish -Ruby CL, purchased from Freeman Apple
- Furnish and install 3 Marathon Branded 3+0 Gilbarco MPD's
- Furnish and install 1 Marathon Branded Gilbarco Diesel MPD
- Furnish and install 1-2000 gallon Double Wall Tank
- Furnish and install 1 Gilbarco single product MPD
- Furnish and install LED lights under the canopy


In the event that Purchaser defaults on the Complete Contract of Sale ( Branded ) the Purchaser agrees to pay the Seller, the Seller's investment of the Equipment and Branding Materials based upon the following amortization schedule: Contract years 1- 5 , 100% and at the completion of each contract year 6 - 15 the amortization amount will be 10% per completed year.

Executed this the 10 day of Nov., 2017

SELLER: Rogers Petroleum, Inc.

By: 

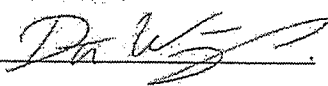
John Yeager, President

Witness: 

Purchaser: Rector Marathon

By: 

Wade Rector

Witness: 

Title to such items listed herein above shall at all times remain with Seller. This Schedule of Equipment is not to be deemed exclusive *per se* and may be amended by mutual acknowledgement of the parties.