

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and among Convenience Holdings, Inc., a Missouri corporation ("Seller") and \_\_\_\_\_, a \_\_\_\_\_ ("Buyer").

### BACKGROUND:

Seller owns that certain convenience store at 220 Highway 60 W., Republic, Missouri (the "Store");

Buyer desires to acquire the Store and Seller desires to sell the Store to Buyer, all on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows:

#### 1. Acquisition Transaction

1.1 *Purchase and Sale of Assets.* On the Closing Date, upon the terms and conditions herein set forth, Buyer agrees to purchase from Seller, and Seller agrees to sell, transfer, convey and deliver to the Buyer, certain assets relating to the Store as more particularly described herein (the "Assets"). For purposes of this Agreement, the term "Assets" shall mean:

a. Real Property. The real property located at 220 Highway 60 W., Republic, Missouri and more particularly described on Exhibit A attached and incorporated by this reference (the "Property"), together with all attached improvements and fixtures thereon.

b. Equipment and Personal Property. Such items of personal property owned by Seller and used in connection with the Store and situated upon or physically present in the Property as of the date of this Agreement (the "Equipment"). Said Equipment is identified on Exhibit B attached and incorporated by this reference. Seller agrees to convey ownership of the Equipment by a properly executed bill of sale at time of Closing in its present condition, free and clear of all personal property taxes, liens, and encumbrances.

c. Telephone Numbers, Trade Secrets, etc. All telephone numbers and listings for the Store.

d. Contracts. Those certain contracts described on Exhibit C attached and incorporated by this reference. Such contracts shall be transferred by written assignment and are subject to approval by the parties to the same.

1.2 *Excluded Assets.* Any property at the Store which is owned by third parties such as microwave ovens, cappuccino and hot chocolate machines, soda machines, credit card machines, and lotto machines are excluded from this sale unless otherwise specified in writing between the parties.

1.4 *Purchase Price.* Buyer agrees to pay to Seller at the Closing, for the Assets, the sum of Dollars (\$ \_\_\_\_\_), (the "Purchase Price").

1.5 *Payment of Purchase Price.* The Purchase Price shall be paid as follows:

a. \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ .00) of the Purchase Price shall be paid to Seller in cash or certified funds simultaneously with the execution of this Agreement, to be held as an earnest money deposit (the "Earnest Money"). Said funds shall be deposited in a checking or short-term savings account with a responsible commercial bank or financial institution with which Seller does business or a title company chosen by Seller. Buyer hereby agrees and acknowledges that in the event that the Buyer does not exercise its termination rights prior to the end of the Inspection Period (as defined in Section 2 herein), the Earnest Money shall become the property of Seller and shall be released by the holder thereof to Seller immediately upon the expiration of said Inspection Period. Buyer shall receive a credit against the payment of the Purchase Price in the amount of the Earnest Money at Closing.

b. The balance of the Purchase Price shall be paid in cash or certified funds at Closing.

1.6 *Allocations.* For tax and financial accounting purposes, the parties have allocated the Purchase Price among the various categories of the Assets to be transferred in accordance with this Agreement, and which said allocation is more particularly described in Exhibit D, which is attached hereto and incorporated herein by reference.

2. Buyer's Inspection Rights. This Agreement and Buyer's obligations hereunder are specifically made contingent upon Buyer's satisfaction of the following items on or before \_\_\_\_\_, 2007 (the "Inspection Period"):

2.1 *Inspection of Assets.* Seller shall give to Buyer and its designated employees or representatives reasonable access to all of the Assets in order for Buyer to conduct such inspections as it deems prudent prior to closing, Buyer will not reveal any confidential data and/or information supplied by Seller except to its management, counsel, accountants, insurance representatives, and like agents. In the event this Agreement shall not be consummated, then any originals or copies of documents, books or records supplied by Seller to Buyer shall be immediately returned to Seller and Buyer shall not make any further use of the same.

2.2 *Physical Inspections.* Buyer shall have the right to have professional inspections of the physical condition of the Property including, but not limited to, pest inspections, mechanical inspections, structural inspections, well or septic inspections, surveys, and city and/or county inspections. This Agreement shall be contingent upon the results of those inspections as provided in this section. Seller agrees to permit inspections of each of the Property by inspectors, contractors, engineers, surveyors and the like as selected by Buyer. Seller shall be entitled to reasonable advance notice of such inspections. Seller, Seller's representatives, Buyer

and Buyer's representatives may be present during inspections, including any final inspection of any of the Property immediately prior to closing.

The inspections are to be paid for by Buyer. Buyer shall notify Seller, in writing, of any deficiencies within five (5) days after the receipt of any inspection report, and provide a copy of each such inspection report to Seller. If Buyer fails to notify Seller of deficiencies by the time specified, this Agreement shall no longer be contingent upon the inspection results and Seller shall no longer be obligated to correct any deficiencies.

### 2.3 *Environmental Matters.*

a. Exhibit E includes a correct and complete list of all of the registrations by Seller with, licenses from, or permits or other approvals (the "Approvals") issued by government agencies pursuant to all applicable statutes, ordinances, regulations, rules, orders and requirements concerning the protection of human health, safety or the environment (collectively, "Environmental Law"). Seller has delivered to Buyer copies of all applications, reports, records, manifests, notices of violation, summonses, orders, complaints and any other documents relating to compliance with or liability under any Environmental Law.

b. Other than that which has been disclosed in writing to Buyer or as described herein, Seller warrants and represents that Seller has no knowledge of any facts which would indicate that the Property is not in compliance with current laws, rules, and regulations governing the environmental condition of the Fee Properties or the Leased Property. "Hazardous substances" shall mean (i) any "hazardous substance", "toxic substance" or "solid waste" as such terms are presently defined in CERCLA, RCRA and the Hazardous Materials Transportation Act (49 U.S.C. Section 1801 et seq.); (ii) those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and Amendments thereto); (iii) any material, (c) polychlorinated biphenyls, (d) designated as a "hazardous substance" pursuant Section 311 of the Clean Water Act, 33 U.S.C. 1251 et seq. (33 U.S.C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. 1317); (e) flammable explosives; or (f) radioactive materials; and (iv) any additional substances or materials which are now considered to be "hazardous substances" (including, without limitation, any asbestos containing materials) under any applicable law, rule or regulation (whether local, state or Federal) relating to the Property.

c. The Property is currently insured under a Storage Tank Pollution Liability Policy maintained by Seller through the Missouri Petroleum Tank Insurance Fund, and which policy shall be maintained by Seller and kept in full force and effect through the Closing. Prior to Closing, Buyer shall apply for and obtain a Tank Pollution Liability Policy for the Property which shall be issued by the Missouri Petroleum Tank Insurance Fund, to be in effect as of the date of Closing, and Buyer agrees to maintain said policies continuously for so long as Buyer shall own the Property and such insurance is available, and Buyer shall require the same of any third party to whom Buyer may hereafter sell or transfer any of the Property. Buyer agrees to indemnify and hold Seller harmless from and against all claims, action, liabilities, and expense in connection with or arising out of any release of petroleum products at the Property from any cause whatsoever regardless of the date of any such release and regardless of its date of discovery. The obligation of Buyer with respect to the maintenance of the

insurance described herein shall survive the closing and be applicable and enforceable by Seller at any time.

2.4 *Title Standards.* Seller shall provide to Buyer marketable title to the Property by the Closing Date. Buyer may obtain a commitment to issue an owner's policy of title insurance in the amount of the purchase price of the Property (the "Commitment") naming the Buyer as the insured and issued by a licensed title insurance company in Missouri. Buyer shall have until the end of the Inspection Period to deliver written notice to Seller of any objections Buyer may have to the conditions or exceptions to title as reflected on the Commitment; provided, however, Buyer shall not be required to give written notice objecting to any liens or encumbrances reflected thereon which may be satisfied by the payment of money ("Monetary Exceptions"), all of which shall be deemed objected to and released by Seller on or before the Closing Date. Seller may meet Buyer's objections by removing any objected to encumbrance or defect and, if necessary to accomplish such removal, the Closing Date shall be extended for an additional thirty (30) days. If Buyer's noted defects in title are not rectified within the time specified, this Agreement shall be null and void and all payments made hereunder shall be returned to Buyer, unless the Buyer elects by written notice to Seller to waive such defects. If Buyer fails to make written objection to title within the time specified herein, Buyer shall be deemed to have waived any right to make such objection except for the Monetary Exceptions. The cost of the owner's title insurance policy, will be paid by Buyer. The cost of the Lender's title insurance policies will be paid by Buyer.

Notwithstanding the foregoing, the following shall not be deemed to affect the marketability of the title:

- (a) applicable zoning ordinances;
- (b) leases in effect as of the date of execution of this Agreement and of which Buyer was advised prior to execution of this Agreement;
- (c) general taxes payable in the current year and subsequent years;
- (d) any lien or encumbrance assumed by Buyer;
- (e) utility easements of record; and
- (f) subdivision, use and other restrictions of record.

In the event Seller, through no bad faith action or involvement of Seller, is unable to transfer marketable title to Buyer in accordance with this Agreement, Seller's sole liability shall be to return the Initial Funds and to pay the cost of the title search, if any. Seller shall not be obligated to incur any expense, or to bring any action or proceeding, to remove any exceptions or objections to title or to render title to the Property insurable and shall not be obligated to grant an abatement in the Purchase Price with respect to any such exception or objection. If Seller shall be unable to convey title in accordance with the terms of this Agreement notwithstanding Seller's compliance with the terms of this Agreement, or if Seller shall be unwilling to remove any objections to title which Seller is not obligated to remove, Buyer shall have the option to accept title subject to such objections without reduction of the Purchase Price, or to reject title without any claim for damages.

2.5 *Satisfaction/Waiver of Contingencies.* Each of the above contingencies is for the sole benefit of Buyer. Subject to subparagraphs (i) and (j) below, if Buyer notifies Seller that it has not satisfied or waived each of the above contingencies by **5:00 p.m. on or before the end of the Inspection Period**, this Agreement shall terminate without further action of the parties, and in such event, the Earnest Money shall be promptly returned to Buyer. If Buyer fails to notify Seller in

writing within the stated period that any contingency has not been satisfied or waived, such contingency shall be deemed satisfied and the Earnest Money shall become the property of Seller.

2.6 *Seller's Time to Respond.* If Buyer does timely notify Seller in writing of Buyer's objections concerning any of the contingencies specified in this Section 2, Seller shall have ten (10) calendar days from receipt of said notice to either: (i) agree in writing to correct the conditions relating to such objections, at Seller's expense, on or before the Closing; or (ii) refuse to correct some or all of such conditions relating to such objections. Failure by Seller to respond in writing within the stated time period shall constitute a refusal to correct all such conditions of Buyer.

2.7 *Buyer's Time to Respond.* In the event Seller refuses to correct any or all of the conditions objected to by Buyer pursuant to this Section 2, Buyer shall have five (5) calendar days from the notice of such from Seller to either: (i) waive Buyer's objections and proceed to Closing hereunder; or (ii) terminate this Agreement, whereupon the Earnest Money shall be promptly returned to Buyer.

2.8 *Buyer Indemnification.* Anything contained herein to the contrary notwithstanding, Buyer shall indemnify and hold Seller harmless from any and all loss, liability, cost, damage or expense, including reasonable attorneys' fees and court costs, which Seller may suffer or incur by reason of and directly caused by any entry or testing performed upon the Property pursuant to this Paragraph 2.

3. Personnel Matters. Seller's employees are not represented by any union and are not subject to any collective bargaining agreement, and Seller has no agreement, written, oral, implied or express, with any employee or group of employees under which any claim of continued right to work or other employment might or could be asserted against Buyer before or after the Closing Date. Buyer shall not be obligated to hire or continue the employment of any of Seller's employees, representatives, and others. Seller shall have no obligation to aid in the transition of, or ensure the continued employment of, any employees Buyer desires to retain.

4 Representations, Warranties and Agreements of Seller. As material inducement to Buyer to enter into this Agreement and to close hereunder, Seller makes the following representations, warranties and agreements to and with Buyer:

4.1 *Corporate Organization.* Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Missouri with all requisite corporate power and authority to own, operate and lease its properties and to carry on its business as it is now being conducted.

4.2 *Authorization.* Seller has the necessary corporate power and authority to enter into this Agreement and this Agreement has been duly authorized by its board of directors and shareholders. This Agreement is a legal, valid and binding obligation of Seller.

4.3 *Litigation.* There is no action, proceeding or investigation pending or threatened against or involving Seller or any of the Assets which, if determined adversely, could materially and adversely affect the Assets. Seller is not in violation of any order, judgment, injunction or decree outstanding against it, the effect of which would be materially adverse to the Assets.

4.4 *Title to Assets.* Seller has good and marketable title to all of the Assets, and the Assets are subject to no liens or encumbrances, whether by mortgage, pledge, lien, security agreement, conditional sale agreement or otherwise except as may be satisfied on or prior to the closing.

4.5 *Disclaimer of Warranty.* Except as is otherwise expressly provided in this Agreement, Seller hereby specifically disclaims any warranty (oral or written) concerning (i) the nature and condition of the Assets and their suitability for any and all activities and uses that Buyer may elect to conduct on the Property; (ii) the manner, construction, condition and state of repair or lack of repair of the improvements on the Property; (iii) the nature and extent of any right-of-way, lien, encumbrance, license, reservation, condition, or otherwise; (iv) the compliance of the Assets or their operation with any laws, rules, ordinances or regulations of any government or other body, it being specifically understood that Buyer shall have full opportunity to determine for itself the condition of the Assets; and (v) any other matter whatsoever except as expressly set forth in this Agreement. The sale of the Assets as provided for in this Agreement is made on a strictly "AS IS" "WHERE IS" basis as of the Closing.

Except as otherwise expressly provided in this Agreement, Buyer expressly acknowledges that, in consideration of the agreements of Seller in this Agreement, Seller makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose of the Property, any improvements located on the Property or any soil conditions related to the Property. Buyer specifically acknowledges that Buyer is not relying on (and Seller hereby disclaims and renounces) any representations or warranties made by or on behalf of Seller of any kind or nature whatsoever, except as is otherwise expressly provided in this Agreement. Further, Buyer and Buyer's successors and assigns, hereby release Seller from and waive any and all claims and liabilities against Seller for, related to, or in connection with, any environmental condition at the Property (or the presence of any matter or substance relating to the environmental condition of the Property), including, but not limited to, claims and/or liabilities relating to (in any manner whatsoever) any hazardous, toxic or dangerous materials or substances located in, at, about or under the Property, or for any and all claims or causes of action (actual or threatened) based upon, in connection with or arising out of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 et seq. ("CERLA"); the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. ("RCRA"); and the Superfund Amendments and Reauthorization Act, 42 U.S.C. §9601 et seq. ("SARA") or any other claim or cause of action (including any Federal or State based statutory, regulatory or common law cause of action) related to environmental matters or liability with respect to or affecting the Property. Buyer represents to Seller that Buyer has conducted, or will conduct pursuant to Section 2 above, such investigations and inspections of the Property, including but not limited to, the physical and environmental conditions thereof, as Buyer deems necessary to satisfy itself as to the condition of the Property and the existence or nonexistence or curative action to be taken with respect to any hazardous or toxic substances on or discharged from the Property and will rely solely on same and not on any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties, and covenants of Seller as are expressly set forth in this Agreement. Upon Closing, except as otherwise expressly provided herein, Buyer shall assume the risk that adverse matters, including, but not limited to, construction defects and adverse physical and environmental conditions, may not have been revealed by Buyer's investigations, and Buyer, on Closing, shall be deemed to have waived, relinquished, and released Seller from and against any and all

claims, demands, causes of action (including causes of action in tort), losses, damages, liabilities, costs, and expenses (including attorneys' fees and court costs) of any and every kind or character, known or unknown, contracts of sale that Buyer might have asserted or alleged against Seller, at any time by reason of or arising out of any latent or patent construction defects or physical conditions/violations of any applicable laws (including, without limitation/any environmental laws) and any and all other acts/omissions, events, circumstances, or matters regarding the Property. Except as otherwise expressly provided in this Agreement, Buyer agrees that should any cleanup, remediation, or removal of hazardous substances or other environmental conditions on the Property be required after the date of Closing, such cleanup, removal, or remediation shall be the responsibility of and shall be performed at the sole cost and expense of Buyer.

**Buyer has fully reviewed the disclaimers and waivers set forth in this Agreement and understands their significance and effect. Buyer acknowledges and agrees that the disclaimers and other agreements set forth in this Agreement are an integral part of this Agreement, and that Seller would not have agreed to sell the Property to buyer for the Purchase Price without the disclaimers and other agreements set forth in this Agreement. The terms and conditions of this Section will expressly survive the closing and will not merge with the provisions of any closing documents.**

5. Representations and Warranties of Buyer. As material inducement to Seller to enter into this Agreement, Buyer makes the following representations and warranties to Seller:

5.1 *Corporate Status and Authority.* Buyer is a \_\_\_\_\_ duly organized, validly existing and in good standing under the laws of the State of Missouri, and has the power to execute and deliver this Agreement and to perform its obligations hereunder. The execution, delivery and performance of this Agreement by Buyer have been duly authorized by all necessary action on the part of Buyer, and this Agreement constitutes the valid and binding obligation of Buyer, enforceable against it in accordance with its terms.

5.2 *Agreement Not in Breach of Other Instruments Affecting Buyer.* The execution and delivery of this Agreement, the consummation of the transactions provided for herein, and the fulfillment of the terms hereof by Buyer do not and will not, with or without the giving of notice, the lapse of time or both, result in the breach of any of the terms and provisions of, or constitute a default under, or conflict with, or cause an acceleration of any obligation of Buyer under, any agreement, indenture or other instrument by which Buyer is bound, Buyer's Articles of Incorporation or Bylaws, any judgment, decree, order or award of any court, governmental body or arbitrator or any applicable law, rule or regulation.

6. Continuation and Survival of Representations and Warranties. All representations and warranties, including information disclosed in Exhibits, made in this Agreement shall continue to be true and correct at and as of the Closing Date and at all times between the signing of this Agreement and the Closing Date, as if made at each of such times. If any party hereto shall learn of a representation or warranty being or becoming untrue at or prior to Closing, such party shall promptly give notice thereof to the other party. All representations and warranties contained herein shall survive the consummation of the transactions provided for in this Agreement; shall continue in full

force and effect; and shall provide the basis for the remedies set forth herein or otherwise available to the non-breaching party.

7. Conditions Precedent to Buyer's Obligation to Close. The following shall be conditions precedent to the obligation of Buyer to close hereunder, any of which may be waived in whole or in part by Buyer:

7.1 Each of the representations and warranties of Seller contained in this Agreement is now and, except as to those expressly limited to the date hereof, at all times after the date of this Agreement to and including the time of Closing shall be, true and correct.

7.2 Each of the agreements, covenants and undertakings of Seller contained in this Agreement, except for those calling for performance after Closing, will have been fully performed and complied with at or before Closing.

7.3 All actions, proceedings, instruments and documents required to enable Seller to perform this Agreement or matters incident thereto (other than matters for which Buyer is responsible under the terms of this Agreements), and all other legal matters shall have been duly taken, satisfied, executed or delivered, as the case may be, to the reasonable satisfaction of Buyer.

8. Conditions Precedent to Seller's Obligation to Close. The following shall be conditions precedent to the obligation of Seller to close hereunder, any of which may be waived in whole or in part by Seller:

8.1 Each of the representations and warranties of Buyer contained in this Agreement is now and, except to those expressly limited to the date hereof, at all times after the date of this Agreement to and including the time of Closing shall be, true and correct.

8.2 Each of the agreements, covenants and undertakings of Buyer contained in this Agreement, except for those calling for performance after Closing, will have been fully performed and complied with at or before Closing.

9. **Closing.**

9.1 Closing Date. The closing of the transactions provided for in this Agreement shall take place at the offices of Seller on the \_\_\_\_\_ day of \_\_\_\_\_, 2007 or such other place and time as shall be agreed to between Buyer and Seller. The date and time of Closing is sometimes herein called the "Closing" or "Closing Date".

9.2 Deliveries by Seller at Closing. At Closing, Seller shall deliver or cause to be delivered to Buyer such instruments of sale, transfer, conveyance and assignment as Buyer may reasonably request to evidence and confirm Seller's sale and transfer of the Assets to Buyer, including a Special Warranty Deed in proper form for recording in the county in which the Property is located;

9.3. Deliveries by Buyer at Closing. At the Closing, Buyer will deliver or cause to be delivered to Seller the following:

- a. the consideration specified in Section 1.5;



b. the Certificate of the President of Buyer, dated the Closing Date, confirming the truth and correctness of all of the representations and warranties of Buyer contained herein as of the Closing Date and as of all times between the date hereof and the Closing Date.

c. the Certificate of the Secretary of Buyer, dated the Closing Date, that the necessary corporate action by the Board of Directors of Buyer has been taken to authorize the consummation by Buyer of the transactions provided for herein.

9.4 *Utility Transfer.* Buyer agrees to accomplish a transfer of all utilities to Buyer's name, to be effective on the date of Closing.

10. Additional Contracts and Agreements. On or before the date of Closing, the parties agree to execute and enter into a Petroleum Supply Contract which shall provide that Seller or its designee will furnish Buyer petroleum products at the Property at Buyer's laid in cost per gallon plus \_\_\_\_\_ (\_\_\_\_ cents) per gallon. Said Petroleum Supply Contract shall be in the form as set forth in Exhibit F which is attached hereto and incorporated herein by reference.

11. Further Assurances. The parties agree to execute and deliver all such other instruments and take all such other action as either party may reasonably request from time to time, before or after Closing, and without payment of further consideration, in order to effectuate the transactions provided for herein. The parties shall cooperate fully with each other and with their respective counsel and accountants in connection with any steps required to be taken as part of their respective obligations under this Agreement, including, without limitation, the preparation of financial statements and tax returns.

12. Risk of Loss. In the event the improvements on the Property shall be damaged to the extent that they are wholly or partially untenable or totally destroyed from any cause prior to Closing, this Agreement may terminate and become void at the option of Buyer by written notice to Seller. In the event of such damage, if Buyer does not exercise Buyer's right to terminate under this provision or any other contingency provision of this Agreement, Buyer shall have the right to the insurance proceeds pertaining to such damage and this Agreement shall continue in full force and effect.

13. Remedies and Damages. If any party defaults in the performance of any obligation provided for by this Agreement, the party claiming a default shall notify the other party in writing of the nature of the default, the time allotted for curing the default (if not otherwise specified in this Agreement), and the non-defaulting party's election of remedy in the event the default is not corrected in accordance with such notice.

13.1 If Buyer is in default, Seller may elect to treat this Agreement as canceled, in which case all payments and things of value hereinbefore paid by Buyer received hereunder shall be forfeited and retained by Seller as liquidated damages and both parties shall thereafter be released from all obligations hereunder. In the alternative, Seller may elect to treat this Agreement as being in full force and effect and Seller shall have the right to specific performance or damages, or both.

13.2 If Seller is in default, Buyer may elect to treat this Agreement as canceled, in which case all payments and things of value received hereunder shall be returned to Buyer and Buyer may pursue any such damages as may be proper, or Buyer

may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.

14. Brokerage Commissions and Finder's Fees. The parties agree and understand that The Oppenheim Group and its affiliated licensee(s) acted as an agent for the Seller with regard to the procurement of this Agreement, that any and all commissions, fees or expenses earned by the aforementioned real estate brokers as the procuring cause of this sale, are the sole responsibility of the Seller. Each of the aforementioned brokerages has made disclosure of this status in the manner prescribed by Missouri Revised Statute.

15. Miscellaneous.

15.1 This Agreement contains the entire and complete agreement between the parties with respect to the transaction set forth herein. All other contracts, agreements, undertakings, understandings, warranties or representations entered into or made by either of the parties hereto with respect to the transaction set forth herein, or in any matters related thereto, are hereby rendered null, void and of no further force and effect to the extent not incorporated into this Agreement.

15.2 This Agreement may not be modified or amended orally, but may be modified or amended only by a written document signed by all of the parties hereto.

15.3 In the event it is necessary for any of the parties hereto to enforce this Agreement or any of the warranties or covenants set forth herein, then the prevailing party shall be entitled to recover their reasonable attorney's fees and any costs incurred in connection with the enforcement of this Agreement.

15.4 This Agreement shall be binding upon and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns.

15.5 This Agreement may be executed in multiple counterparts and the facsimile signature of a party shall be of the same legal effect as an original.

15.6 This Agreement shall be construed and governed in accordance with the laws of the State of Missouri.

15.7 Any notice provided for in this Agreement may be personally served or sent by Certified United States Mail, return receipt requested, in which case it shall be deemed served on the next business day subsequent to the date of mailing. Notices shall be addressed to the parties at the following addresses:

SELLER

Convenience Holdings, Inc.  
Steven Miltenberger, President  
221 Bolivar Street  
Jefferson City, MO 65102-1707

With a copy to:

Tim Sigmund, Attorney

Mariea & Sigmund, L.L.C.  
310 Monroe Street  
Jefferson City, MO 65101

BUYER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15.8 If any term or condition of this Agreement or the application thereof to any person or event shall to any extent be invalid and unenforceable, the remainder of this Agreement in the application of such term, covenant or condition to persons or events other than those to which it is held invalid or unenforceable shall not be affected and each term, covenant and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER

Convenience Holdings, Inc.

By: \_\_\_\_\_  
Steven A. Miltenberger, President

BUYER

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

## EXHIBIT A

### Legal Description of Property

#### DESCRIPTION:

##### TRACT 2:

BEGINNING 512 FEET MORE OR LESS EAST OF THE SOUTHWEST CORNER OF THE NORTH HALF (N 1/2) OF THE SOUTH HALF (S 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 19, TOWNSHIP 28, RANGE 23, FOR A POINT OF BEGINNING, SAID POINT BEING THE SOUTHEAST CORNER OF A TRACT OF LAND SOLD TO NEUMEIER IN BOOK 1285, PAGE 593, THENCE EAST 232 FEET, THENCE NORTH 325.8 FEET TO THE SOUTH LINE OF HIGHWAY 80; THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF HIGHWAY 80, 243.7 FEET MORE OR LESS TO THE NORTHEAST CORNER OF SAID NEUMEIER TRACT; THENCE SOUTH 244.8 FEET MORE OR LESS TO THE PLACE OF BEGINNING, ALL IN GREENE COUNTY, MISSOURI, EXCEPT ANY PART TAKEN, DEEDED OR USED FOR ROAD, HIGHWAY, OR STREET PURPOSES.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER, NORTH HALF, SOUTH HALF, SOUTHEAST QUARTER, SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 28, RANGE 23, IN THE CITY OF REPUBLIC, GREENE COUNTY, STATE OF MISSOURI, THENCE N90°00'00"E A DISTANCE OF 512 FEET MORE OR LESS TO THE POINT OF BEGINNING; THENCE N00°2'33"W A DISTANCE OF 244.80 FEET; THENCE N70°42'00"E A DISTANCE OF 243.70 FEET; THENCE S00°21'21"E A DISTANCE OF 325.80 FEET; THENCE S90°00'00"W A DISTANCE OF 232.00 FEET TO THE POINT OF BEGINNING; CONTAINS 65,828 SQUARE FEET OR 1.51 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS NOW OF RECORD.  
END OF DESCRIPTION.

THE PROPERTY SURVEYED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN TITLE COMMITMENT NUMBER 99-08-100, DATED MAY 25, 1999, PREPARED BY LAWYERS TITLE INSURANCE COMPANY.

**EXHIBIT B**

**Equipment and Personal Property**

**EXHIBIT C**

**Contracts**

**Intentionally Left Blank**

**EXHIBIT D**

**Allocation of Purchase Price**

**Intentionally Left Blank**

**EXHIBIT E**

**Approvals**

**TO BE PROVIDED**



**EXHIBIT F**

**Petroleum Supply Agreement**

**Intentionally Left Blank**