

3. At the end of any term, the party of the first part shall have the right to remove the above ground equipment.

4. The party of the first part agrees to furnish an adequate supply of gasoline to meet the sales requirement during the term of this contract.

5. The retail of sales price shall be determined by the marketing conditions prevailing in the area, and shall be approved by the party of the first part.

6. An account in the name of Jordan shall be opened in the most convenient local bank and the marketer shall make one deposit daily to this account covering and equal to the previous day's gasoline sales as determined by the gasoline pump computer readings, and shall forward a copy of the depository receipt (Deposit Ticket) to Jordan at the address to be designated by it, on the date of deposit, with a copy of the weekly report.

7. It is the intention of the parties hereto, and the parties hereto do hereby contract and agree that all profits from the sale of gasoline are to be divided equally between them. The profit from the sale of gasoline is to be determined each month on the following basis.

The profit from the sale of gasoline shall be arrived at by subtracting the Cost of Gasoline Sold from the Gasoline Sales.

The Gasoline Sales shall be arrived at by taking the pump readings at the end of the current month and subtracting the pump readings at the end of the previous month therefrom.

The Cost of Gasoline Sold shall be the spot price at the Spartanburg Pipe Line Terminal as paid by party of the first part, plus transportation costs not to exceed the Common Carrier Freight rate, plus Federal and State gasoline taxes and inspection fees.

The profit from the Sale of Gasoline shall be divided equally between the parties hereto at the end of each month, or as soon thereafter as an accounting can be made and the amount of profit determined, but not later than ten (10) days after the end of each month.

In addition to the distribution of profits, the party of the first part shall be authorized to withdraw from the bank account an amount or amounts not to exceed the Cost of Gasoline sold to date of withdrawal.

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