

MARKETING AGREEMENT

THIS AGREEMENT made this 12 day of ^{NOVEMBER} ~~October~~, 2003, by and between **Q & M CORPORATION**, a Mississippi corporation, whose address is 230 Pleasant Hill, Nesbit, Mississippi 38651, (hereinafter referred to as "Owner"), and **GRAVES OIL COMPANY**, a Mississippi corporation, whose address is P.O. Box 112, Batesville, Mississippi 38606, (hereinafter referred to as "Graves").

WHEREAS, Owner owns certain real property located in the City of Hernando, Desoto County, Mississippi, which is more fully described in Paragraph 1; and

WHEREAS, Owner operates a retail gasoline and diesel sales facility and convenience store on the property described in Paragraph 1; and

WHEREAS, Graves is willing to provide certain equipment and make improvements to Owner's real estate in exchange for the exclusive right to supply all petroleum products to Owner or its successors and assigns upon the real property described in Paragraph 1 for a term of ten (10) years.

THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants, conditions and considerations set forth herein, the parties do hereby agree as follows, to-wit:

1.

Owner has purchased and operates a gasoline service station and convenience store on the hereinafter-described property situated in the City of Hernando, Desoto County, Mississippi, to-wit:

Lot 1, Section A, Watson Commercial Subdivision, in Section 25, Township 2 South, Range 8 West, City of Hernando, Desoto County, Mississippi, as shown by plat appearing of record in Plat Book 39, Page 26, in the office of the Chancery Clerk of Desoto County, Mississippi.

2.

Owner will, at Owner's expense, acquire the building and service station, pay for all fixtures, inventory and store inventory. (Gasoline and diesel inventories are addressed under Paragraph 4). Owner will provide, at Owner's expense, all services and materials required to run the business including, but not limited to, all labor necessary for the operation of the equipment, cleaning the premises and all utilities. Owner shall also provide all paper products used at the facility. Owner further agrees to allow only those petroleum products sold and delivered by Graves upon the premises during the term of this Agreement. The Owner will allow no other petroleum products than those supplied by Graves to be sold through the dispensing equipment or sold upon the above-described property during the term of this Agreement.

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3.

Graves will install, at Graves' expense, four (4) new multi-hose pumps with card reader and Ruby system with one (1) slave, along with scanner system for each unit. Graves will also, at Graves' expense, re-image the canopy over the gasoline island and replace all signage to meet BP specifications. Graves will also provide all routine maintenance, such as hose replacement, nozzles, canopy lights and BP signs at Graves' sole expense. Graves will assist Owner with E.P.A. compliance on its underground storage tanks. Graves will read and record the monitoring well readings as required by E.P.A. Graves will also pay one-half (1/2) of the cost of overlaying the asphalt driveway up to a maximum of five thousand dollars (\$5,000.00). Graves contribution will in no event exceed five thousand dollars (\$5,000.00).

4.

In consideration of the above improvements and services by Graves as set forth above, Owner grants unto Graves the exclusive right to supply and market all petroleum products sold on the above described property during the term of this Agreement. Graves agrees to deliver products promptly to Owner as needed by Owner.

Graves will sell petroleum products to Owner at a price of one cent (1¢) above the stated rack price plus freight of 1.25 cents (1.25¢) per gallon out of Memphis, Tennessee, and 1.45 cents (1.45¢) per gallon if delivered out of West Memphis, Arkansas, plus all federal and state taxes. It is understood by both parties that the price of petroleum products, taxes and freight charges will vary throughout the term of this Agreement.

5.

Owner will pay Graves for all petroleum products through electronic fund transfers. Owner authorizes Graves to transfer funds for all deliveries on the ninth (9th) day following the date of delivery. Graves will provide confirmation on the seventh (7th) day following the date of delivery the amount of money to be transferred on the ninth (9th) day.

In the event Graves' suppliers shorten the length of time that they require Graves to pay for the petroleum products, Owner agrees to shorten the time to pay Graves by the same amount of time which Graves' suppliers have shortened the time for Graves to pay for products.

6.

Owner will pay all credit card fees, plus satellite charges and telephone expenses.

7.

Owner grants unto Graves the right of first refusal to purchase the real property and any improvements upon the same terms and conditions as offered by a third party. In the event Owner receives an offer to purchase or desires to sell, Owner will first notify Graves of the existence and terms of said offer or its desire to sell. Said notice must be in writing and delivered by certified mail, return receipt requested. Graves will have five (5) days from the receipt of said offer or of notice of desire to sell to decide if it wishes to exercise these rights of first refusal. If Graves desires to exercise its right of first refusal, it shall conclude the sale upon the same terms and conditions as offered by a third party. If Graves does not enter into a contract within five (5) days after the receipt of such notice, Owner is free to conclude the sale to the third party.

8.

Owner shall be responsible for the hiring and firing of all employees used in the business, setting the hours for labor and compensation to be paid. All employees shall be employees of Owner. Graves shall have no obligation for the payment of any federal, state or city employment taxes, and workmen's compensation insurance or other form of employee benefit.

9.

Owner will provide employer's liability, workman's compensation insurance and general public liability in amounts, as Owner deems necessary. It is specifically understood and agreed that Owner is an independent contractor with full power and authority to operate its business except for those rights retained by Graves as set forth in this agreement.

10.

This Agreement shall become effective on the 1st day of December, 2003. The marketing rights granted to Graves shall expire on November 30, 2013.

11.

In the event Owner fails to pay for petroleum products as stated in Paragraph 5 or should the electronic fund transfer not clear the banking system, Graves is authorized to do any of the following, to-wit:

- A. Lock the dispensing equipment to prohibit additional sales.
- B. Remove the remaining inventory from the underground tanks.
- C. Prevent sales of other suppliers' petroleum products.
- D. Take any other action it deems necessary to protect itself from further loss.

12.

Upon the termination of this agreement an audit and inventory will be completed. Upon final determination of the balance owed Owner, Graves will pay any credit balance due within thirty (30) days. In the event the final balance shows that Owner is indebted to Graves, Graves shall have the right to deduct such balance from any other account owed to Owner. If, after making all proper deductions there is a balance owing to Graves, Owner will immediately pay said balance to Graves upon demand.

13.

Neither party may assign this contract or any provisions thereof without the prior written consent of the other party.

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14.

All notices will be delivered to the address below:

Q & M Corporation
230 Pleasant Hill
Nesbit, Mississippi 38651

Graves Oil Company
P.O. Box 112
Batesville, Mississippi 38606.

15.

This contract shall be recorded in the Land Records of Desoto County, Mississippi and the marketing rights set forth herein are specifically understood to run with the land and are binding upon the heirs, executors, successors and assigns of both parties:

16.

Maref A Quran and Nidal Ata Amro, shareholders of Q & M Corporation, have personally executed this contract to unconditionally and personally guarantee the performance of Q & M Corporation to all of the terms set forth above.

17.

As a condition precedent to the terms of this contract, Owner will obtain from its lender, Trustmark National Bank, a subordination of all Deeds of Trust and U.C.C. Financing Statements whereby the lien of Trustmark National Bank is subordinate and subject to the terms of this Marketing Agreement, whereby Graves can be assured of marketing rights regardless of any future foreclosure of said property.

WITNESS the signatures of the parties this 13th day of November, 2003.

GRAVES OIL COMPANY

BY: [Signature]
C. FRED GRAVES, III, President

Q & M CORPORATION

BY: [Signature]
Maref A Quran, President

[Signature]
Maref A Quran, Shareholder

[Signature]
Nidal Ata Amro, Shareholder

Prepared By:

William H. McKenzie, III
P.O. Box 837
204 Broadway
Batesville, MS 38606

(662) 563-3536

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STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of November, 2003, within my jurisdiction, the within named Nidal Ata Amro, who acknowledged that he is a SHAREHOLDER of Q & M Corporation, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Rachel T. Scruggs
NOTARY PUBLIC

July 7, 2006

My commission expires:



STATE OF MISSISSIPPI

COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of November, 2003, within my jurisdiction, the within named Maref A Quran, who acknowledged that he is a SHAREHOLDER of Q & M Corporation, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Rachel T. Scruggs
NOTARY PUBLIC

July 7, 2006

My commission expires:



INDEXING INSTRUCTIONS:

Lot 1, Section A, Watson Commercial Subdivision, City of Hernando

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STATE OF MISSISSIPPI

COUNTY OF PANOLA

Personally appeared before me, the undersigned authority in and for the said county and state, on this 13th day of November, 2003, within my jurisdiction, the within named **C. FRED GRAVES, III**, who acknowledged that he is President of Graves Oil Company, Inc., a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Dorothy C. Maddux
NOTARY PUBLIC

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 23, 2007
BONDED THRU STEGALL NOTARY SERVICE

My commission expires:



COUNTY OF DeSoto

Personally appeared before me, the undersigned authority in and for the said county and state, on this 12th day of November, 2003, within my jurisdiction, the within named Maref A Quran, who acknowledged that he is President & Shareholder of Q & M Corporation, a Mississippi corporation, and that for and on behalf of the said corporation, and as its act and deed, he executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Rachel T. Scruggs
NOTARY PUBLIC

My commission expires:

July 7, 2006

