

**Assignment and Assumption of Note, Deed of Trust
Assignment of Leases and Rents and Security Agreement**

THIS ASSIGNMENT AND ASSUMPTION ("Assignment") is entered into this 16th day of March, 2004 by and among JONES CARWASH, L.L.C., a Tennessee limited liability company (the "Assignor"); SOUTHAVEN PETROLEUM, L.L.C., a Mississippi limited liability company (the "Assignee"); ENTERPRISE NATIONAL BANK, a national banking association ("Bank"); and Robert M. Jones, II and Elizabeth Jones (collectively the "Guarantors").

RECITALS

A. Assignor and Assignee are parties to a certain Operating Agreement, pursuant to which Assignor has agreed to contribute and assign to Assignee certain real and personal property, assets and liabilities which Assignee has agreed to assume from Assignor including but not limited to

- (i) the real property known as 3885 Goodman Road, Southaven, Mississippi ("Real Estate") set forth on Exhibit "A" hereto;
- (ii) the indebtedness evidenced by that certain promissory note dated October 9, 2003 in the original principal amount of \$977,590.00 made and executed by Assignor payable to the order of Bank and upon which there is owing approximately \$977,590.00 (the "Note");
- (iii) that certain construction deed of trust of even date with the Note to Lancelot L. Minor, Trustee for the use and benefit of Bank, upon the Real Estate and of record in Book 1847, Pages 640-643 in the DeSoto County Chancery Court Clerk's Office (the "Deed of Trust");
- (iv) that certain Assignment of Leases and Rents of even date with the Note and Deed of Trust executed by Assignor in favor of Bank and filed of record in said Chancery Court Clerk's Office in Book 100, Pages 435-438 (the "Assignment of Leases and Rents"; and
- (v) that certain Security Agreement for equipment and Security Agreement for accounts, general intangibles, contract rights and inventory, both in favor of Bank and of even date with the Note (the "Security Agreements") and together with the Note, Deed of Trust and the Assignment of Leases and Rents collectively referred to as the "Loan Documents").

B. The Guarantors have executed that certain Guaranty of even date with the Note in favor of Bank and securing the Note (the "Guaranty"). Guarantors desire to consent to this Assignment and reaffirm liability hereafter under the Guaranty.

AGREED.

1. Conveyance and Assignment. Assignor shall convey by general warranty deed to Assignee its right, title and interest in the Real Estate subject to the Loan Documents. Assignor does hereby assign, transfer and convey to Assignee his successors and assigns to and for his or

their use forever all right, title and interest of the Assignor in and to the Loan Documents, including without limitation, all of the benefits of such agreements, and the covenants, conditions, stipulations and remedies for enforcement thereunder. It is explicitly agreed and understood, however, that Assignor shall hereafter remain liable under the Loan Document, unless released in writing by Bank, said Loan Documents being hereby ratified and affirmed.

Assignor shall convey by bill of sale to Assignee the equipment, accounts, general intangibles and inventory used in the operation of the Convenience Store (the "Collateral"). Subject to the security interests of Bank pursuant to the Security Agreement, Assignee agrees to grant Bank a security interest in such Collateral now existing and hereafter acquired to secure the Note.

2. Assumption. Assignee accepts assignment to it by Assignor of all the Assignor's right, title and interest in and to the Loan Documents, and assumes and agrees to pay, perform, satisfy and otherwise discharge all of the Assignor's obligations under the Loan Documents after the date hereof. Assignee agrees to indemnify Assignor and Guarantor their successors and assigns (collectively the "Assignor Indemnitees"), and hold the Assignor Indemnitees harmless from and against any damage, loss, cost or expense (including without limitation reasonable attorney's fees) arising out of facts that occur from and after the date hereof in connection with assumption of obligations under the Loan Documents.

3. Guaranty. Guarantors consent to this Assignment, ratify and confirm the Guaranty and agree to remain liable hereafter under the Guaranty unless released in writing by the Bank.

4. Consent. Bank as the lawful owner and holder of the Loan Documents consents to this Assignment provided the Assignor remains liable under the Loan Documents and Guarantors remain liable under the Guaranty. Bank acknowledges and agrees that this Assignment shall not be deemed a default under any of the Loan Documents.

5. No Defenses, Counterclaims or Offsets. The terms of the Loan Documents are hereby ratified and confirmed and made a part hereof. Assignor and Assignee acknowledge that they do not have any defenses, counterclaims or offsets whatsoever to the timely payment of the outstanding balance of the Note which would preclude or impair Bank's enforcement of the Loan Documents. It is the intent of the parties hereto that this Assignment shall not constitute a novation and shall in no way adversely affect the lien priority of the Deed of Trust or any of the other Loan Documents.

6. Governing Law. This Assignment shall be governed by and enforced in accordance with the laws of the State of Tennessee.

7. Successors and Assigns. This Assignment shall be binding on and inure to the benefit of any assignee and the respective heirs, executors, administrators, successors and assigns of the parties hereto.

8. Controlling Agreement. Parties agree that in the event of any inconsistencies between the provisions of this Assignment and the terms and provisions of the Loan Documents and the Guaranty, the terms and provisions of this Assignment shall govern.

9. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall constitute an original but all of which taken together, shall constitute one and the same instrument.

10. Absent Other Changes. Except for modifications set forth in this Assignment, the Loan Documents and the Guaranty shall remain in full force and effect.

IN WITNESS WHEREOF, this Assignment has been executed and delivered as of the date first above written.

ASSIGNOR:

JONES CARWASH, L.L.C.

By: Robert M. Jones II
Robert M. Jones II, Chief Manager

ASSIGNEE:

SOUTHAVEN PETROLEUM, L.L.C.

By: Robert M. Jones II
Robert M. Jones II, Chief Manager

GUARANTOR:

Robert M. Jones II
Robert M. Jones, II

Elizabeth Jones
Elizabeth Jones

BANK:

ENTERPRISE NATIONAL BANK, a national banking association

By: [Signature]
Its: V.P.

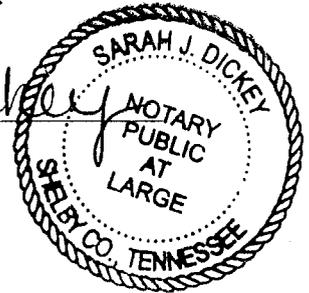
STATE OF TENNESSEE
COUNTY OF SHELBY

Before me, Sarah Dickey, Notary Public of the state and county aforesaid, personally appeared JEFF GRAY, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be president (or other officer authorized to execute the instrument) of ENTERPRISE NATIONAL BANK, the within named bargainer, a national banking association, and that he as such VICE-PRESIDENT, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself as VICE-PRESIDENT.

WITNESS MY HAND AND SEAL, this 16th day of March, 2004.

Sarah Dickey
MY COMMISSION EXPIRES
DECEMBER 29, 2004 Notary Public

My Commission Expires: _____



P. BK 102 PG 494

STATE OF TENNESSEE
COUNTY OF SHELBY

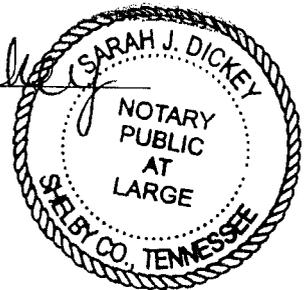
Personally appeared before me, SARAH DICKEY, Notary Public of said county, Robert M. Jones II, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of Jones Carwash, L.L.C., a Tennessee limited liability company, the within named bargainer, and that he as such Chief Manager executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Chief Manager.

WITNESS MY HAND, at office, this 16th day of March, 2004.

Sarah Dickey

Notary Public

My Commission Expires: MY COMMISSION EXPIRES
DECEMBER 29, 2004



STATE OF TENNESSEE
COUNTY OF SHELBY

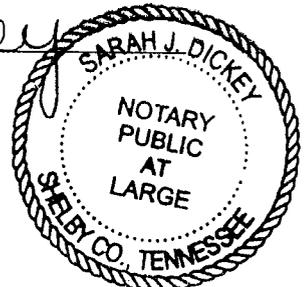
Personally appeared before me, SARAH DICKEY, Notary Public of said county, Robert M. Jones II, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged himself to be the Chief Manager of Southaven Petroleum, L.L.C., a Mississippi limited liability company, the within named bargainer, and that he as such Chief Manager executed the foregoing instrument for the purposes therein contained by signing the name of the company by himself as Chief Manager.

WITNESS MY HAND, at office, this 16th day of March, 2004.

Sarah Dickey

Notary Public

My Commission Expires: MY COMMISSION EXPIRES
DECEMBER 29, 2004



STATE OF TENNESSEE,
COUNTY OF SHELBY

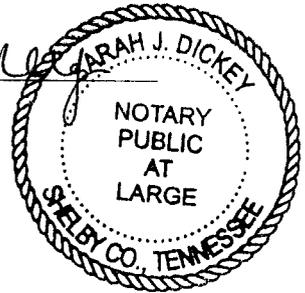
Personally appeared before me, SARAH DICKEY, Notary Public of said county, Robert M. Jones, II, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that he executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND SEAL, this 16th day of March, 2004.

Sarah Dickey

Notary Public

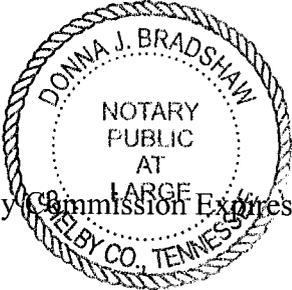
My Commission Expires: MY COMMISSION EXPIRES
DECEMBER 29, 2004



STATE OF TENNESSEE,
COUNTY OF SHELBY

Personally appeared before me, Donna J. Bradshaw, Notary Public of said county, Elizabeth Jones, the within named bargainer, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged that she executed the within instrument for the purposes therein contained.

WITNESS MY HAND AND SEAL, this 16th day of March, 2004.



Donna J. Bradshaw

Notary Public

My Commission Expires: 8/1/07

P BK 102 PG 496

BK 1953 PG 0591

Exhibit A
To
Assignment and Assumption of Note, Deed of Trust,
Assignment of Leases and Rents and Security Agreement

Lot 4, Country Creek Subdivision, in Section 34, Township 1 South, Range 7 West, as shown on plat of record in Plat Book 63, Page 15, in the Chancery Clerk's Office of Desoto County, Mississippi, to which plat reference is hereby made for a more particular description of said property.

STATE MS.-DESOTO CO.
FILED
MAR 29 4 34 PM '04
PS
P2
BK 102 PG 490
W.E. DAVIS CH. CLK.

STATE MS.-DESOTO CO.
FILED
MAR 29 4 33 PM '04
BK 1953 PG 585
W.E. DAVIS CH. CLK.