

MOTOR FUEL SUPPLY MARKETING AGREEMENT

THIS MOTOR FUEL SUPPLY MARKETING AGREEMENT (this "Agreement") is made and entered into as of this 11th day of November, 2004, by and between K & A Investments, a Tennessee general partnership comprised of Anwar Ali Aman and Goldwater Investments, LLC ("Owner") and GRAVES OIL COMPANY ("Graves"), a Mississippi corporation.

12/16/04 4:07:26
BK 106 PG 256
DESOTO COUNTY, MS
M.E. DAVIS, CH CLERK
pa
pa

RECITALS

- A. Owner is the owner of those certain parcels of real property located and being in Olive Branch, DeSoto County, Mississippi, as more particularly described on Exhibit "A" attached hereto (the "Property"), and commonly known as 7590 Hacks Cross Road, Olive Branch, DeSoto County, Mississippi 38654-4206.
- B. Graves is a licensed BP Amoco ("Supplier") distributor.
- C. Graves is willing and desires to supply petroleum products and other services to Owner under the terms and conditions set forth in this Agreement in exchange for the exclusive right to supply petroleum products and other services to Owner, its successors and/or assign at the Property for the Term as hereafter defined.
- D. Owner is willing and desires to grant Graves the exclusive right to supply said petroleum products in accordance with the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

- 1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated as if fully set forth herein.
- 2. Term. The term of this Agreement shall commence on the date hereof and shall continue until November 16, 2014, which is ten (10) years from the date hereof, (the "Term"), unless earlier terminated in accordance with the provisions of this Agreement.
- 3. Exclusivity. Owner grants to Graves the exclusive right to deliver petroleum products to Owner at the Property for the Term, subject to the terms and conditions set forth herein. Owner hereby further acknowledges that this Agreement does not give Owner an exclusive right in any market or geographic area to sell Supplier-branded motor fuel. Owner acknowledges

that Graves may directly or indirectly compete with Owner or the Property, by using, or authorizing the use of any trademark and tradenames of Supplier from time to time, including in close proximity to, and notwithstanding any commercial impact on the Property.

4. Access to Property. Owner grants to Graves, its employees, agents and contractors, the right to enter onto the Property at all reasonable hours without prior notice.
5. Rebate. Owner shall receive a rebate from Supplier for the first four (4) years of the Term beginning on December 1, 2004 and continuing until November 30, 2008 equal to \$.02/gallon (the "Rebate"). Owner agrees that it is and at all times shall be and remain solely liable to Supplier for the repayment of all sums due and/or owing Supplier from Owner in connection with or resulting from said Rebate, including without limitation, any amount due as a result of Owner's failure to operate in accordance with the terms of any Rebate agreement with Supplier. Owner agrees that in the event Owner terminates this Agreement for any reason, Owner shall repay all sums received from the Rebate as calculated by Supplier directly to Supplier.
6. Tanks. Owner acknowledges that there are adequate underground gasoline tanks and gasoline dispensing equipment at the Property. Owner shall be at all times solely responsible for the compliance of said tanks with all local, state and federal environmental and governmental regulations regarding underground gasoline tanks and gasoline dispensing equipment. Owner shall be solely responsible for and shall perform or caused to be performed all necessary and required maintenance of said tanks. Owner represents and warrants to Graves that said tanks are as of the date hereof, and shall at all times hereafter (i) remain in compliance with all such laws and regulations, (ii) remain registered with the State of Tennessee and (iii) pay in full all registration fees and insurance fees when due. Owner hereby indemnifies and holds Graves harmless from and against any and all claims, injuries, liabilities, loss, damages or expenses arising out of, resulting from or related to the installation, operation, maintenance and repair of the said tanks and dispensing equipment.
7. Products; Quantities. Graves shall sell and Owner shall purchase, and use good faith and best efforts to maximize the sale at the Property, of the types and amounts of motor fuel agreed upon by Graves and Owner. The motor fuels purchased by Owner from Graves under this Agreement shall be for sale at the Property only.
8. Price. Owner shall pay Graves a price for the petroleum products delivered by Graves in an amount equal to the Supplier's BP Amoco rack price plus 1.50 cents (which amount includes all transportation, delivery and freight charges), plus any and all taxes, excises, inspection fees, duty, license fees, tonnage

charges, assessment, or other like charge which is levied, assessed or imposed by a federal, state or local authority upon the products and/or transaction contemplated hereunder (including delivery, sale, use or consumption of the products or privilege of doing any of the same) and/or which is imposed on or measured by the price of the products or the proceeds of the sale hereunder. Failure of Owner to make payment of any such taxes, etc., shall entitle Graves to suspend deliveries of any or all products and/or to terminate this Agreement or to exercise any and all remedies available to it at law or in equity, including the collection of all costs and expenses (including attorney fees) and interest.

Further, Owner hereby agrees to the following regarding payment for the products delivered:

- a. All payments hereunder by Owner to Graves shall be made by Owner to Graves by electronic funds transfer ("EFT") on or before the eighth (8th) day after delivery of any petroleum or petroleum products (the "Payment Due Date"). Owner agrees that it has provided Graves with specific, accurate written instructions for the EFT. Graves shall notify Owner one (1) day prior to the Payment Due Date of the EFT draft from Owner's account. In the event that the Payment Due Date shall fall on a day that is not a Business Day, then the Payment Due Date shall be the Business Day immediately following said Payment Due Date. For the purposes hereof, "Business Day" shall mean any day other than a Saturday, Sunday or any other day recognized and observed as a public and legal holiday by the State of Tennessee.
 - b. In the event that any payment or EFT has not been paid in accordance with its terms or fails, Graves may, in its sole discretion, refuse to make additional deliveries until such time as all past due accounts are paid in full, together with any interest, penalties and collection costs attributable thereto.
 - c. Graves shall have the right to impose a reasonable service charge against Owner for any failed EFT or any check which may be returned to Graves for Non-Sufficient Funds and which may subsequently be made good by Owner. Any EFT that fails or any check which shall be dishonored for Non-Sufficient Funds shall also entitle Graves, at Graves's election, to suspend deliveries of any or all products and/or to terminate this Agreement or to exercise any and all remedies available to it at law or in equity, including the collection of all costs and expenses (including attorney fees) and interest at the maximum rate of interest allowable under Tennessee law.
9. Credit Card Sales. Graves will receive by EFT, in accordance with its agreement with Supplier, transferred funds for all credit card sales made by Owner at the Property. Owner will receive credit against all payments due

Graves for all credit card sales, less all fees associated with such credit card sales. Further, Owner shall pay for the monthly network charge (currently \$125.00/mth). This network charge is subject to change, without prior notice. In the event Graves incurs any charge backs from credit card companies caused by erroneously completed or invalidated credit card charges, Owner will pay to Graves the amount of such charge backs within ten (10) days of the giving of notice by Graves to Owner. Owner will further pay and be liable for all credit card charges, processing fees, interest and collection costs charged by any credit card companies. Graves will submit itemized bills for these charges to Owner, and Owner will reimburse Graves on or before the 10th day of the month following receipt of said statement.

10. Placing of Orders. Owner shall place orders for deliveries with Graves at least 24 hours prior to the time the delivery is needed. Graves agrees to deliver to Owner the petroleum products ordered as soon as practicable after receipt of Owner's order.

11. Delivery. Unless otherwise agreed, delivery will be through tank truck into Owner's storage tanks. Title and risk of loss shall pass as motor fuel is discharged from Graves's tank truck and passes to the truck flange. Any delays in or failure of performance by Graves shall not constitute a default hereunder or give rise to any claims for damages if and to the extent that such delay or failure is caused:
 - a. Because of compliance with any order, request or control of any governmental authority; or
 - b. When the supply of motor fuel at any facility or the production, manufacture, storage, transportation, distribution or delivery contemplated by Graves is interrupted, unavailable or inadequate for any reason or cause which Graves determines is beyond its reasonable control when acting in good faith in the ordinary course of business. Upon the occurrence of a shortage of supply, Graves may allocate to and among all of its owners/dealers such quantities of products as Graves determines, in its sole discretion and in the exercise of ordinary business judgment, it has available for distribution.

12. Equipment. At the expiration of the ten (10) year Term, the Equipment located at the Property which is owned by Graves shall be and become the property of Owner, and Graves shall execute a bill of sale conveying such Equipment to Owner, without warranty in its as is condition. In the event that either party terminates this Agreement prior to the expiration of the Term, the Owner and Graves agree that Owner shall have the right to purchase the Equipment for an agreed upon amount equal to the fair market value of the Equipment as determined by an agreed upon third party. During the Term, Graves shall not be responsible and Owner hereby releases Graves from any liability for the upkeep, maintenance or condition of the Equipment.

13. Compliance with Laws. Owner shall operate and maintain the Property and all business conducted at the Property, in compliance with all applicable federal, state, county or local laws, statues, ordinances, codes, regulations, rules, order or permits including those concerning environment, hazardous substances or wastes, toxic substances and occupational safety and health. Owner shall comply with all federal, state and municipal laws, rules, regulations, use permits and the like with regard to Owner's activities related hereto.
14. Representations and Warranties of Owner. Owner hereby represents and warrants to Graves that Owner has the full right, power and authority to enter into this Agreement and to undertake all obligations of Owner hereunder and the person executing this Agreement on behalf of Owner has the power and authority to bind Owner.
15. Indemnity. Owner shall indemnify, hold harmless and defend Graves, its shareholders, directors, officers, agents and employees against all liabilities, losses and claims for death, personal injury or property damage to all persons, property or interest whatsoever, arising out of, related to, in connection with or regarding in any manner the shipment, delivery, storage, handling, use, sale, operation or existence of the business conducted on the Property, any and all petroleum products on the Property, and any and all actions or obligations of Graves and Owner under this Agreement.
16. Termination Option. Notwithstanding anything contained in Section 2 above, Owner shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Graves at any time following Owner's payment and satisfaction in full all sums and obligations due and owing by Owner to Supplier in connection with the Rebate.
17. Transfer of Property. This Agreement shall not be terminated by the sale or conveyance of the Property and this Agreement shall be binding upon and inure to the benefit of Owner's successors and/or assigns. Therefore, upon the transfer of the Property, this Agreement shall remain in full force and effect, and the Term hereof shall not be interrupted.
18. Termination by Graves. Graves may terminate this Agreement at any time, in Graves's sole and absolute discretion with thirty (30) days prior notice to Owner.
19. Recordation, Covenant Running with Land, Successor and Assigns. This agreement shall be recorded in the real property records of the county where the Property is located, shall be a covenant running with the land and shall be binding upon and inure to the benefit of the parties hereto, their respective successors and/or assigns.

20. Assignment. Owner may assign this Agreement only with the prior written consent of Graves. Graves may assign this Agreement provided Graves gives Owner notice of such assignment.
21. Breach. In the event of a breach of this Agreement, the non-breaching party shall give the breaching party notice of such breach, and the breaching party shall have five (5) Business Days after the date of such notice to cure said breach or to commence to cure if such breach cannot be reasonably cured within five (5) Business Days. If such breach is not cured within the time specified, then the non-breaching party may terminate this Agreement and pursue any other remedies provided for herein or otherwise. The defaulting party shall be responsible for the payment of all attorney fees, costs and expenses incurred in enforcing this Agreement.
22. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee, without regard to any principles of conflicts of law.

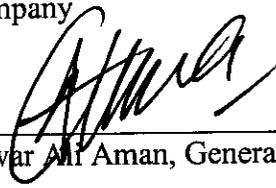
[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
MOTOR FUEL SUPPLY MARKETING AGREEMENT**

IN WITNESS WHEREOF, the undersigned have signed, or caused to be signed by their duly authorized representative, this Agreement as of the date first set forth above.

OWNER:

K & A INVESTMENTS, a Tennessee general partnership comprised of Anwar Ali Aman and Goldwater Investments, LLC, a Georgia limited liability company

By: 
Anwar Ali Aman, General Partner

By: Goldwater Investments, LLC, a Georgia limited liability company

By: _____
Name: _____
Title: _____

GRAVES:

GRAVES OIL COMPANY, a Mississippi corporation

By: _____
C. Fred Graves, III, President

Allison T. Gilbert, Esq.
Harris, Shelton, Duntap, Cobb & Ryder, PLLC
6060 Poplar Avenue
Suite 450
Memphis, Tennessee 38119
901-682-1455

**SIGNATURE PAGE TO
MOTOR FUEL SUPPLY MARKETING AGREEMENT**

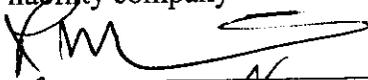
IN WITNESS WHEREOF, the undersigned have signed, or caused to be signed by their duly authorized representative, this Agreement as of the date first set forth above.

OWNER:

K & A INVESTMENTS, a Tennessee general partnership comprised of Anwar Ali Aman and Goldwater Investments, LLC, a Georgia limited liability company

By: _____
Anwar Ali Aman, General Partner

By: Goldwater Investments, LLC, a Georgia limited liability company

By: 
Name: RANZAN KABINI
Title: AGENT

GRAVES:

GRAVES OIL COMPANY, a Mississippi corporation

By: _____
C. Fred Graves, III, President

**SIGNATURE PAGE TO
MOTOR FUEL SUPPLY MARKETING AGREEMENT**

IN WITNESS WHEREOF, the undersigned have signed, or caused to be signed by their duly authorized representative, this Agreement as of the date first set forth above.

OWNER:

K & A INVESTMENTS, a Tennessee general partnership comprised of Anwar Ali Aman and Goldwater Investments, LLC, a Georgia limited liability company

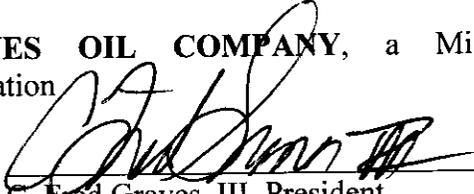
By: _____
Anwar Ali Aman, General Partner

By: Goldwater Investments, LLC, a Georgia limited liability company

By: _____
Name: _____
Title: _____

GRAVES:

GRAVES OIL COMPANY, a Mississippi corporation

By: 
C. Fred Graves, III, President

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, ANWAR ALI AMAN, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a general partner of K & A Investments, a Tennessee general partnership, the within named bargainor, and that he as such general partner, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of the general partnership by him/herself as such general partner.

WITNESS my hand and seal at office this 16 day of November, 2004.

Maui J. Ham
My Comm. Exp. ~~June 7, 2006~~ June 7, 2008 Notary Public

My commission expires: _____

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, _____, 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 _____ of Goldwater Investments, LLC, a Georgia limited liability company, a general partner of K & A Investments, a Tennessee general partnership, the within named bargainor, and that he as such _____ of a general partner, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of the general partnership by him/herself as _____ of a general partner.

WITNESS my hand and seal at office this _____ day of _____, 2004.

Notary Public

My commission expires: _____

STATE OF _____
COUNTY OF _____

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, ANWAR ALI AMAN, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be a general partner of K & A Investments, a Tennessee general partnership, the within named bargainor, and that he as such general partner, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of the general partnership by him/herself as such general partner.

WITNESS my hand and seal at office this _____ day of _____, 2004.

Notary Public

My commission expires: _____

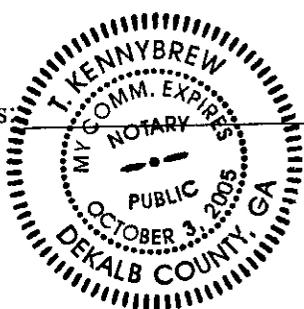
STATE OF Georgia
COUNTY OF DeKalb

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, BAUZZAN KARIMI, 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 agent of Goldwater Investments, LLC, a Georgia limited liability company, a general partner of K & A Investments, a Tennessee general partnership, the within named bargainor, and that he as such agent of a general partner, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of the general partnership by him/herself as agent of a general partner.

WITNESS my hand and seal at office this 17 day of November 2004.

Shawnif
Notary Public

My commission expires:



STATE OF MISSISSIPPI
COUNTY OF PANOLA

Personally appeared before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, C. FRED GRAVES, III, with whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged him/herself to be the President of Graves Oil Company, a corporation, the within named bargainor, an that he as such President, being authorized so to do, executed the foregoing instrument, for the purposes therein contained by signing the name of the corporation by him/herself as such officer.

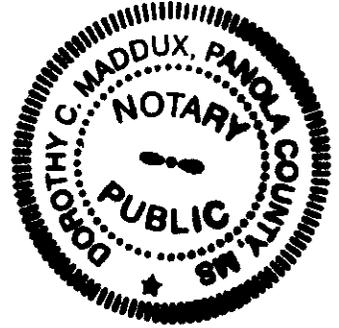
WITNESS my hand and seal at office this 17th day of Nov., 2004.

Dorothy C. Maddux
Notary Public

My commission expires:

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

[SEE JOINDER ON FOLLOWING PAGE]



JOINDER AND GUARANTY

ANWAR ALI AMAN ("Guarantor") joins herein to guarantee and does hereby to Graves the performance of Owner under the Agreement of all of Owner's obligations thereunder, including without limitation, the obligation to pay all amounts due or which may become due. In the event that Owner shall default in any of its obligations under the Agreement, then Guarantor agrees to perform any and all such duties and obligations of Owner in accordance with the terms of the Agreement.

WITNESS MY SIGNATURE as of the date first set forth above.



ANWAR ALI AMAN

STATE OF Tennessee
COUNTY OF Shelby

Personally appeared before me, the undersigned, a Notary Public in and for said County and State, duly commissioned and qualified, ANWAR ALI AMAN, 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 foregoing instrument for the purposes therein contained.

WITNESS my hand and seal at office this 16 day of November, 2004.



Notary Public

My Comm. Exp. June 7, 2006

My commission expires: _____

EXHIBIT "A"**Real Property Description**

2.02 acres, more or less, beginning at a point 199.21 feet south and 40.25 feet west of the northeast corner of Section 26, Township 1 South, Range 6 West, DeSoto County, Mississippi, said point being evidenced by an angle iron post found; thence north $83^{\circ}47'29''$ west along the south line of an access road 320.0 feet to a point; thence south $06^{\circ}03'25''$ west 275.0 feet to a point; thence south $83^{\circ}47'29''$ east 320.0 feet to a point in the west right of way of Bethel Road; thence north $06^{\circ}03'25''$ east along said right of way 275.0 feet to the point of beginning, and said tract containing 2.02 acres, more or less.

Allison T. Gilbert, Esq.
Harris, Shelton, Dunlap, Cobb & Ryder, PLLC
6060 Poplar Avenue
Suite 450
Memphis, Tennessee 38119

901-682-1455