

ASSIGNMENT IN MOTOR FUEL SALES AGREEMENT

WHEREAS, on the 26th day of April, 2001, HURON SMITH OIL CO., INC. as DISTRIBUTOR [hereinafter referred to as DISTRIBUTOR] and HENLEY HOMES, INC. d/b/a ON THE GO MARKET #3 as OWNER [hereinafter referred to as HENLEY HOMES] entered into a Motor Fuel Sales Agreement [Agreement] which is recorded in Book 118 at Page 781 in the Office of the Chancery Clerk of DeSoto County, Mississippi, and

WHEREAS, HENLEY HOMES has conveyed the real property described therein to MOHAMMED AGRAA and BASSAM MOHAMMED and HENLEY HOMES desires to assign its interest, rights, duties and obligations in the Agreement to MOHAMMED AGRAA and BASSAM MOHAMMED, and MOHAMMED AGRAA and BASSAM MOHAMMED desire to assume the obligations, duties, responsibilities and benefits of HENLEY HOMES in the Agreement, and

WHEREAS, HAROLD G. HENLEY has personally guaranteed the performance of the OWNER under the Agreement and is agreeable to the assignment and to the matters set out in this Assignment.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned covenant, contract and agree as follows:

1.

HENLEY HOMES, INC. d/b/a ON THE GO MARKET #3 does hereby assign to MOHAMMED AGRAA and BASSAM MOHAMMED all of its right, title, and interest in and to the Motor Fuel Sales Agreement. MOHAMMED AGRAA and BASSAM MOHAMMED do hereby jointly and severally covenant, contract and agree that they each will perform the duties, responsibilities, and obligations of HENLEY HOMES, INC. d/b/a ON THE GO MARKET #3 under and pursuant to the Motor Fuel Sales Agreement and they each covenant, contract, and agree that they are hereby personally, jointly and severally bound by and will perform the terms, provisions, and conditions of the Motor Fuel Sales Agreement as the OWNER therein as that term, OWNER, is defined and used in the Motor Fuel Sales Agreement.

2.

The undersigned HURON SMITH OIL CO., INC. executes this Agreement for purposes of consenting to the aforesaid Assignment and the assumption by MOHAMMED AGRAA and BASSAM MOHAMMED of the duties, responsibilities, and obligations of HENLEY HOMES, INC. d/b/a ON THE GO MARKET #3 in the said Motor Fuel Sales Agreement.

Smith Oil Co.

3.

HAROLD G. HENLEY executes this Agreement in his individual capacity for the purpose of consenting to the aforesaid Assignment and assumption by MOHAMMED AGRAA and BASSAM MOHAMMED of the duties, responsibilities, and obligations of HENLEY HOMES, INC. d/b/a ON THE GO MARKET #3 in the Motor Fuel Sales Agreement.

4.

HENLEY HOMES, INC. d/b/a ON THE GO MARKET #3, MOHAMMED AGRAA and BASSAM MOHAMMED and HAROLD G. HENLEY each acknowledge that S & S Oil Company, Inc., a BP distributor, is providing the gasoline and motor fuel which is being delivered to the location under the Agreement and that the obligations of the OWNER, MOHAMMED AGRAA and BASSAM MOHAMMED under Paragraph 15 of the Agreement shall apply to any situation or circumstances under which HURON SMITH OIL CO., INC. and/or S & S Oil Company, Inc. are/is required to pay or otherwise refund any money to BP under the Program referred to in the Agreement.

WITNESS THE SIGNATURES of the parties on this the 17th day of April, 2007.

HENLEY HOMES, INC. d/b/a ON THE GO MARKET #3, Owner

By: Harold G. Henley
Title: _____

Muhammad
MOHAMMED AGRAA

Bassam
BASSAM MOHAMMED

Harold G. Henley
HAROLD G. HENLEY, Individually

HURON SMITH OIL CO., INC.,
Distributor

By: Donald F. Smith
Donald F. Smith, Vice President

Prepared By:

Colmon S. Mitchell
Smith, Phillips, Mitchell, Scott & Nowak, LLP
Attorneys At Law
P. O. Drawer 1586
Batesville, MS 38606
Ph: (662) 563-4613

STATE OF MISSISSIPPI

COUNTY OF Desoto

Personally appeared before me, the undersigned authority in and for the said County and State, on this 17th day of April, 2007, within my jurisdiction, the within named Herald S. Henley, who acknowledged that he is President of HENLEY HOMES, INC. d/b/a ON THE GO MARKET #3, 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.

Barbara J Crenshaw
NOTARY PUBLIC



(SEAL)

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 17th day of April, 2007, within my jurisdiction, the within named MOHAMMED AGRAA, who acknowledged that he/she executed the above and foregoing instrument.

Barbara J Crenshaw
NOTARY PUBLIC



(SEAL)

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 17th day of April, 2007, within my jurisdiction, the within named BASSAM MOHAMMED, who acknowledged that he/she executed the above and foregoing instrument.

Barbara J Crenshaw
NOTARY PUBLIC

(SEAL)

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 17th day of April, 2007, within my jurisdiction, the within named HAROLD G. HENLEY, who acknowledged that he executed the above and foregoing instrument.

Barbara J Crenshaw
NOTARY PUBLIC

(SEAL)

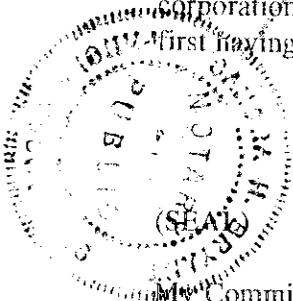
My Commission Expires: _____



STATE OF MISSISSIPPI

COUNTY OF PANOLA

Personally appeared before me, the undersigned authority in and for the said County and State, on this 22nd day of April, 2007, within my jurisdiction, the within named DONALD F. SMITH, who acknowledged that he is the Vice President of HURON SMITH OIL CO., 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.



Sandra M. Bryant
NOTARY PUBLIC

NOTARY PUBLIC STATE OF MISSISSIPPI AT LARGE
MY COMMISSION EXPIRES: Mar 30, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

My Commission Expires: _____

INDEXING INSTRUCTION TO THE CHANCERY CLERK

The property described herein is located in the following:

<u>Quarter Section</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
<u>NW</u>	<u>3</u>	<u>2 South</u>	<u>9 West</u>
<u>NE</u>	<u>4</u>	<u>2 South</u>	<u>9 West</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

<u>Lot</u>	<u>Subdivision</u>
<u> </u>	<u> </u>

The section, or the quarter sections, or the governmental lots, or other applicable subdivisions of the section cannot feasibly be determined by the preparer of this instrument. The property described herein could possibly be located in the following:

<u>Quarter Section</u>	<u>Section</u>	<u>Township</u>	<u>Range</u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>

<u>Lot</u>	<u>Subdivision</u>
<u> </u>	<u> </u>

This instrument was prepared by:

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