

PREPARED BY: RETURN TO:

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Memphis, Tennessee MOTOR FUEL SUPPLY MARKETING AGREEMENT
6085 Highway 305, Olive Branch, MS

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BK 120 PG 80
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

THIS MOTOR FUEL SUPPLY MARKETING AGREEMENT (this "Agreement") is made and entered into as of this 2nd day of APRIL, 2007, by and between EVERSHPINE ENTERPRISE, INC., a Mississippi corporation ("Owner") and GRAVES OIL COMPANY ("Graves"), a Mississippi corporation.

RECITALS

- A. Owner is the owner of that certain parcel or 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 6085 Highway 305, Olive Branch, DeSoto County, Mississippi.
- B. Graves is a licensed Texaco ("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 May 1, 2017, 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 sell 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 be entitled to receive a rebate from Supplier for the first four (4) years of the Term beginning on May 1, 2007, and continuing until April 30, 2011, equal to \$.02/gallon on all gas sold (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 cause 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 Mississippi 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 Texaco rack price plus 1 cent, plus all transportation, delivery and common carrier freight charges as such may change from time to time, 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. Owner hereby acknowledges that freight charges are subject to change from time to time due to the fluctuation in the price of diesel fuel. 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 seventh (7th) 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 Mississippi.
- 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. Owner has the option to take delivery at Graves' terminal.
 - 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. Appearance of Property and Employees. In order to ensure that the Property will pass and maintain a high score for the Texaco mystery shopper program, Owner shall operate and maintain the Property, including all improvements and landscaping thereon, in a first class, clean and attractive condition, free from debris and clutter. All employees working at the Property shall at all times wear the approved Texaco image clothing, which shall be clean and

- professional in appearance. Owner shall at all times keep the restrooms on the Property clean and orderly, the windows on the Property and the building free from excess signs and clutter, as directed by Graves and/or Supplier.
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, statutes, 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. Pumps, Re-Imaging and Canopy Signage. Graves will install two (2) new Wayne Dispensers at the Property, provided Owner shall be responsible for the maintenance, repair and upkeep of such Dispensers. In the event of a default by Owner hereunder, Graves shall have the right to remove the Dispensers. Further, Graves shall re-image the Property to the Texaco Image and install on the canopy Texaco price signage and the Texaco Image signage at Graves cost and expense. Nothing herein shall be construed as requiring Graves to pay the cost of any construction or installation of the canopy. Finally, Owner shall be solely responsible for the purchase and installation of the Tanks on the Property. *013 CBS-12*
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; provided however, that Graves shall have the right, in its sole and absolute discretion, to approve or disapprove of any transferee for purposes of assumption of this Agreement.

In the event Graves does not approve of such transferee, then prior to such transfer of ownership, Owner shall pay to Graves and/or Supplier any and all sums due and owing under or pursuant to this Agreement, including but not limited to, any unearned Rebate or unamortized payment toward Pump Expenses.

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. This is a personal agreement and does not encumber or confer any property rights in the real estate in Graves, his successors and assigns, but may be recorded by either party in the real property records of the county where the Property is located for the purpose of providing notice of this agreement.
20. Assignment. Owner may assign this Agreement only with the prior written consent of Graves which consent shall not be unreasonably withheld. 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 or action to cure commenced 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 as provided in Paragraph 24 below.
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.
23. Jurisdiction and Venue. Jurisdiction and venue shall be in the State Courts in Shelby County, Tennessee.
24. Attorney Fees. In any controversy or litigation between the parties regarding this Agreement, the losing party shall pay the prevailing party all reasonable expenses and court costs including attorneys' fees incurred by the prevailing party. A party shall be considered the prevailing party if:

(i) It initiated the litigation and substantially obtains the relief it sought, either through a judgment or the losing party's voluntary action before trial or judgment;

(ii) The other party withdraws its action without substantially obtaining the relief it sought; or

(iii) It did not initiate the litigation and judgment is entered for either party, but without substantially granting the relief sought.

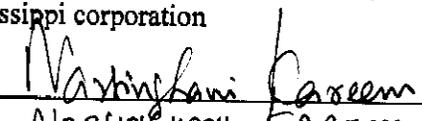
[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE TO
MOTOR FUEL SUPPLY MARKETING AGREEMENT
6085 Highway 305, Olive Branch, Mississippi**

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:

EVERSHINE ENTERPRISES, INC.,
a Mississippi corporation

By: 
Name: Narsinhani Kareem
Title: President

GRAVES:

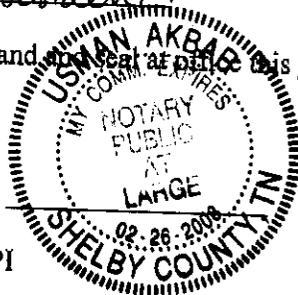
GRAVES OIL COMPANY, a Mississippi corporation

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, VARSINGHANI KORNATH whom I am personally acquainted, or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be the PRESIDENT of Evershine Enterprises, Inc., a Mississippi corporation, the within named bargainor, and 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 company by him/herself as such President.

WITNESS my hand and seal at office this 2ND day of April, 2007.



[Signature]
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, and 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.

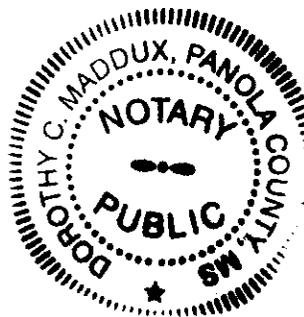
WITNESS my hand and seal at office this 10th day of April, 2007.

[Signature]
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

NARSINGHANI KAREEM ("Guarantor") joins herein to guarantee and docs hereby guarantee to Graves the performanc 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.

Narsinghani Kareem
NARSINGHANI KAREEM

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, NARSINGHANI KAREEM, the within named bargainor, 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 2ND day of APRIL, 2007.

[Signature]
Notary Public

My commission expires:

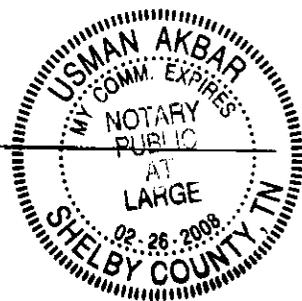


EXHIBIT "A"

Real Property Description

6805 Hwy 305, Lot #1, Hughey-Dickerson Subdivision, Section 33, Township 1 South, Range 6 West, City of Olive Branch, DeSoto County, MS as per Deed Book 331, Page 652.