

LEASE AGREEMENT

Made this 6 day of Sept., 1967 between E.J. Roberson and \_\_\_\_\_, as Lessor and \_\_\_\_\_, as Lessee.

1. Lessor hereby leases unto Lessee that certain tract or parcel of land, with all buildings, structures, improvements and equipment thereon, situated in the County of Shelby, and State of Alabama, described as follows: nesoth

Service Station Portion of E.J. Roberson property located on Hwy 25 (Intersection of Chelsea road) Columbiana, Ala (270 on Hwy 25 x 150' Deep)

2. To have and to hold for the period commencing on the 1 day of October, 1967, and ending on the 1 day of October, 1977, hereinafter referred to as the original term.

Lessee is hereby granted the option of extending this lease under the same terms and conditions for an additional period commencing on the expiration of the original term and ending on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Lessee is hereby granted the option of cancelling this lease at any time during the original or extended term, by giving Lessor sixty (60) days written notice thereof, and upon such cancellation Lessee shall be released from any further rental payments or other obligations hereunder.

3. Lessee agrees to pay as rent for said premises: Twenty (\$ 40) Dollars per month, payable in advance on or before the 10 day of each month.

4. Lessor agrees to maintain the buildings, structures, improvements and equipment hereby leased in good condition and repair.  
5. All structures, gasoline tanks, including those which may be underground, pumps, air compressors, and other equipment which may be, or which heretofore have been erected, installed or placed upon said premises by Lessee, or a former Lessee, the title thereto having vested in Lessee, are to remain and be the property of Lessee, and Lessee is to have the right and privilege of removing any and all such property and equipment at any time during the continuance of this lease, and within thirty (30) days thereafter.  
6. Lessee shall have the right to paint any buildings and improvements of Lessor upon the leased premises in accordance with the color scheme or combination now or hereafter used by Lessee.  
7. Lessee shall have the right to assign this lease or sublet the premises.

8. If Lessor, at any time during the term of this lease or any extension hereof, receives one or more bona fide offers from third parties to purchase the demised premises, and any such offer is acceptable to Lessor, then Lessor agrees to notify Lessee in writing, giving the name and address of the offeror and the price, terms and conditions of such offer, and Lessee shall have fifteen (15) days from and after the receipt of such notice from Lessor in which to elect to purchase the property for the consideration and on the terms and conditions contained in said bona fide offer. Lessee's failure to so purchase shall not affect this lease.

9. The payments made and to be made hereunder by Lessee to Lessor shall be considered sufficient consideration for all options herein granted by Lessor to Lessee.

10. Any notices under this lease shall be delivered to Lessor at Box 411 Columbiana and to Lessee at 217 Glynn Dr. Bham, Ala. 35215 or such other address as the parties may from time to time designate in writing. Notices may be given by mail, and in such event the date of service shall be the date on which the notice is deposited in a United States Post Office properly stamped and addressed.

11. This lease cancels and supersedes any other agreement between the parties hereto with reference to the possession of the leased premises by Lessee, but shall not be binding on Lessee unless executed by a duly authorized officer or agent of Lessee.

WITNESS the execution hereof the day and year above first written.

WITNESSES AS TO LESSOR:  
Jay L. Leitch  
Helen Coit

LESSOR  
Edward J. Roberson

LESSEE  
Quaker Gasoline Stations, Inc.  
By: W.D. [Signature]

STATE OF ALA. SHELBY CO.  
I CERTIFY THIS INSTRUMENT WAS FILED  
Filed Law  
1968 NOV 26 AM 10:48  
U.C.C. FILE NUMBER OR REC. BK. & PAGE AS SHOWN ABOVE  
JUDGE OR REGISTRAR

STATE OF ALABAMA \_\_\_\_\_ COUNTY.  
I, the undersigned authority, in and for said County, in said State, hereby certify that \_\_\_\_\_ whose names are signed to the foregoing Lease Agreement, and who are known to me, acknowledged before me on this day that, being informed of the contents of the Lease Agreement, they each executed the same voluntarily.

Given under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

NOTARY PUBLIC

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I, the undersigned authority, in and for said County, in said State, hereby certify that \_\_\_\_\_ whose name is signed to the foregoing Lease Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of the Lease Agreement, he executed the same voluntarily.

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NOTARY PUBLIC

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