

RETAIL DEALER STORAGE AND SALES CONTRACT

STATE OF ALABAMA

COUNTY OF SHELBY
QUAKER GASOLINE STATIONS INC.

BOMACO, INC, a corporation, hereinafter called CORPORATION, and EDWARD ROBERSON

hereinafter called DEALER, desiring to arrange for the sale and distribution of gasoline, oil and petroleum products at

agree as follows:

1. CORPORATION agrees to sell and deliver to DEALER as herein provided, at the service station designated above, such quantity of gasoline, oil and petroleum products handled by CORPORATION as DEALER desires, except as herein otherwise provided, DEALER agrees to purchase from CORPORATION all gasoline, oil and petroleum products handled at said service station. The purchase price shall be the wholesale price of CORPORATION in effect for DEALER at the time of purchase as hereinafter provided. It is expressly understood, however, that CORPORATION shall not be liable to DEALER for failure to furnish said petroleum products on account of any unavoidable or unforeseen accident, cause or contingency or any act of God or the public enemy, strike, walkout, lockout inability to obtain same from CORPORATION's source of supply, or any other cause beyond the control of CORPORATION or any act of the Government or any governmental authority.

2. The purchase and sale of gasoline, oil and petroleum products as aforesaid and payment therefor shall be made and handled subject to and in accordance with the following terms, provisions and conditions, viz:

(a) CORPORATION agrees to deliver to its storage tanks and storage spaces located on the above described premises such gasoline, oil and petroleum products, as provided above, from which DEALER may from day to day, make purchases of such amounts as DEALER desires to purchase, and

(b) DEALER agrees to:

(1) pay CORPORATION daily, at the prices specified above for all such products purchased by him and to account daily for all such products stored and any money or other property of CORPORATION in his possession. Payment for products purchased shall be made when and as the product is sold by him and he shall hold such payments separate and apart from his other funds, in trust and as a trustee thereof for CORPORATION. Such funds so held in trust shall be paid over to or for the account of CORPORATION at the end of each business day, or as soon thereafter as reasonably practical, by certified check, or in cash.

(2) make no withdrawals or sales of such stored products except to the extent of his purchases thereof and then to sell such products only as his own and for his own account and risk to such customers as he may select. A sale of the stored products without purchasing and paying for same as herein provided or failure to properly account for the petroleum products stored hereunder shall constitute a conversion or unlawful taking of same.

(3) make his retail sales prices competitive with prices prevailing in the locality or general trade area of the service station designated above.

(4) keep a daily record on forms supplied by CORPORATION of all purchases and sales of such petroleum products so as to identify same; make daily reports to CORPORATION on forms supplied by it showing purchases and sales of such products for that day and inventory of such products remaining on hand at the end of the day and the amount received by him in trust for CORPORATION on purchases of such products made by him as DEALER and other information as requested by CORPORATION.

(5) until otherwise directed by CORPORATION in writing, honor credit cards issued by CORPORATION and signed by its President, by selling petroleum products to the holders of such cards on credit, charging same to CORPORATION, for which CORPORATION will pay DEALER at the retail sales price of same, if the charge is bona fide and correct, for petroleum products actually sold to bona fide holders of such credit cards evidenced by receipts therefor on forms supplied by CORPORATION duly signed by said purchaser holding such card; provided, however, if any such payments have been made or credits given by CORPORATION to DEALER for any sales which are not actually made to bona fide holders of such credit cards, then DEALER will pay CORPORATION the amount of such payments, or credits, on demand.

(6) Purchase all of the petroleum products stored hereunder within TEN (10) days after storage.

(7) protect and indemnify CORPORATION against any and all liability for loss, damage, injury, or liability of any nature to any person or property resulting directly or indirectly from the storing of gasoline, oil or petroleum products in or on the premises of the service station designated herein or the withdrawal of same or from its use in any manner, whether such loss, damage or injury or other liability arises from negligence or otherwise, whether sole, joint, co-occurring, or otherwise.

(8) furnish all tools, grease racks and like appliances and equipment, as well as all helpers and employees for operation of the service station and the handling, withdrawal, purchase and sale of the petroleum products, paying all expenses arising out of such activities, including all assessments, taxes, fees, licenses, and other costs, in his own name and for his own account.

(9) permit authorized representatives of CORPORATION to inventory and inspect stored or delivered stocks at any time during business hours.

(10) at the request of CORPORATION, enter into and execute a fidelity bond in the amount of \$5,000.00 with surety satisfactory to CORPORATION, conditioned upon the full and faithful accounting to CORPORATION for petroleum products stored or delivered hereunder and payment to CORPORATION of the purchase price of the petroleum products purchased by him and held in trust hereunder.

3. It is expressly understood that CORPORATION is interested only in results in terms of increased volume of wholesale sales of petroleum products handled by CORPORATION and a means of securing to CORPORATION payment to it of its sale price of same to DEALER. Neither DEALER nor the employees of DEALER shall be deemed or construed to be employees or agents of CORPORATION in any sense or for any purpose (except DEALER is a trustee for CORPORATION for the purchase money paid by him for the petroleum products as herein provided) and DEALER shall not represent himself nor permit any of his employees to represent themselves as agents or employees of CORPORATION.

4. This agreement is for a period of THIRTY (30) DAYS from date hereof unless terminated earlier by mutual agreement, but shall be automatically extended and renewed for successive periods of THIRTY (30) DAYS each unless one of the parties hereto notifies the other in writing at least TEN (10) days in advance of the end of any such term or period of its or his desire not to renew or extend same; provided, however, termination of any lease agreement between the parties at any time shall automatically terminate this agreement and provided further that if any provision of this agreement shall be breached at any time then the party at fault shall have the option of immediately declaring the contract terminated.

5. This instrument contains each and every agreement and understanding existing between the parties relating to the subject matter of this contract, and same shall not be added to, change or modified except by the parties hereto in writing.

6. This agreement shall not become binding upon CORPORATION until accepted and approved by the signature of its President at its office in Montgomery, Alabama.

7. No covenant hereof nor its strict performance, nor any remedy provided for its breach shall be waived or lost by prior indulgence of CORPORATION in such breach.

IN WITNESS WHEREOF, CORPORATION has caused these presents to be executed by its President and its corporate seal affixed and attested by its Secretary and DEALER has hereunto set his hand and seal, in duplicate, on the day and year first above written.

BOOK 255 PAGE 951
CORPORATE SEAL
Affixed and attested by
As Its Secretary
Attest as to DEALER:

JUDGE OF PROBATE
U.C. FILE NUMBER OR REC. BK. & PAGE AS SHOWN ABOVE
FEB 28 PM 2:51
STATE OF ALA. SHELBY CO.
INSTRUMENT WAS FILED
I CERTIFY THIS

QUAKER GASOLINE STATIONS INC.
By Ray M. Mason
As Its President CORPORATION
Edward J. Roberson (L. S.)
DEALER