

STATE OF ALABAMA
SHELBY COUNTY

1653
LEASE

AGREEMENT made as of the 28 day of February, 1969, by Quaker Gasoline Station, Inc., a corporation, hereinafter called "Lessor, and Edward Roberson of Columbiana, Alabama, hereinafter called "Lessee".

WITNESSETH:

1. Lessor does hereby lease and permit Lessee to enter upon, use and occupy for the purposes and on the conditions herein set forth, the following described property situated in Shelby County, Alabama:

Service station portion of Edward J. Roberson property located on Highway 25 at intersection of Chelsea Road Columbiana, Alabama, as the same now exists.

together with the buildings, improvements, fixtures, equipment and facilities of Lessor now located on the premises. And such other buildings, improvements, equipment and facilities owned or leased by Lessor as may now be on said premises or as Lessor may hereafter during the continuance of this lease erect or place thereon; excepting and reserving to Lessor, however, all petroleum storage tanks and the space occupied by same now or hereafter by agreement located on the leased premises.

2. This lease shall become effective upon its execution by the Lessee and acceptance, and ratification by the Lessor, and subject to all its terms and conditions shall remain in full force and effect until October 1, 1977. Unless terminated prior to such times as provided herein. Lessee is hereby granted the option of cancelling this lease at any time by giving the Lessor thirty (30) days written notice thereof, and upon such cancellation Lessee shall be released from the obligations hereunder. Lessor is granted the option of cancelling this lease only upon the breach of conditions by Lessee and giving of notice thereof, all provided for and set out below.

RENTAL

3. Lessee agrees to pay to Lessor as rent for the use of the above described premises and property as follows:

(a) Service Station: -0- cents per gallon on all gasoline purchased by Lessee at the leased premises from Lessor

during any week hereafter, and 12 cents per gallon on all petroleum products purchased and received by Lessee at the leased premises during any week hereafter from any other person or party, said rent to be payable on or before Monday of the succeeding week.

(b) Dwelling: \$-0- per month, payable on or before the 10th day of each month hereafter.

(c) Extra equipment or facilities: \$-0- per month, for the extra equipment or facilities which have been placed on the leased premises for use of Lessee, payable on or before the 10th day of each month hereafter.

4. Lessee shall use the said leased premises, buildings, improvements and facilities primarily for the operation of a gasoline service station, the sale of automobile accessories, the repair and servicing of automobiles and such additional activities as are customarily carried on at gasoline service stations; provided, however, Lessee may also sell other items or merchandise to the motoring public so long as it shall not interfere with or adversely affect the storage, display and sale of petroleum products and automobile accessories.

It is understood and agreed between the parties that Lessee shall reasonably operate the leased premises and property for the uses and purposes herein specified so as to utilize and promote the use of same for the distribution of as high a quantity of petroleum products as may reasonably be expected for such location, but the details of the method, manner of such operation shall be within the exclusive control of Lessee and subject only to the terms and provisions of this lease. In the event the number of gallons purchased at or sold on said premises should be less than 14,000 gallons for any period of thirty (30) successive days, then the Lessor may demand that the Lessee prove to the reasonable satisfaction of Lessor that he has operated the business according to all the terms and conditions of this lease. In the event Lessee fails to present such satisfactory proof within five days after written demand, the Lessor may, at their option, terminate and cancel this lease upon giving such notice as provided for below.

5. LESSEE COVENANTS AND AGREES:

(a) To operate the station according to the usual, reasonable, respectable and ordinary procedures for the operation of such a business.

(b) To keep a daily account of all products sold on the premises.

(c) To pay all accounts and monies when due to Lessor as required by and provided in the "Retail Dealers Storage and Sales Contract" executed by and between the parties, and in addition, to pay, when due, all monies arising out of business transactions between the parties which are not covered or included in the "Retail Dealers Storage and Sales Contract".

(d) To keep the business open to transact business in the usual and customary manner each and every day, except Sunday, at a minimum between the hours of 6:00 A. M. and 6:00 P. M. On Sunday, the hours shall be not less than 10:00 A. M. to 6:00 P. M. These hours are to be the minimum for the operation of the business, and in no manner shall be construed so as to limit the Lessee in the hours he may keep the premises open to transact business.

(e) To perform all obligations under the lease when due, and pay all debts, obligations and liabilities owing by Lessee to Lessor when due and payable, and to use the leased premises and property for the purposes and in the manner herein specified.

(f) Lessor shall pay for all gasoline and cigarette license and Lessee shall pay for any general store license to cover any other products sold by Lessee in said store or station. Lessee shall pay all sales tax, income tax, social security or exise taxes of any character whatsoever which may now or hereinafter be imposed by any duly constituted authority upon or by reason of the operations by Lessee on the leased premises; Lessor shall pay all water, light, and electrical expenses incidental to the operation of said station and Lessee shall be responsible for any telephone, ice, fuel and other incidental expense of like manner incurred by Lessee in the operation of the leased premises

and property.

(g) To keep the premises, equipment, facilities and filling station on the leased premises, including rest rooms, in clear, safe and sanitary condition, inviting to the motoring public; to comply with city laws and ordinances in regard to nuisances or otherwise; not to permit upon the leased premises any offensive, noisy or dangerous business nor allow same to be used for any illegal purposes and not do anything to render Lessor liable therefor; to comply with all State laws governing the sale of petroleum products.

(h) Lessor shall keep the gasoline pumps in good order and repair at the expense of Lessor. Lessee, however, agrees that he will commit no waste on said gasoline pumps; Lessee shall keep the plumbing in said building protected and in good order and repair at Lessee's expense; Lessee agrees not to damage, deface, alter, charge, or remove any permanent fixtures, signs, insignia or trademarks on the inside or outside of the property without written permission of Lessor. If any damage or defacement occurs, including window panes, etc., Lessee agrees to repair same at his expense.

(i) Not to assign this lease or sublet said premises or any part of same without written consent of Lessor; provided, however, consent of Lessor shall not be unreasonably withheld; not to mortgage, encumber or hypothecate this lease nor permit or suffer any lien or encumbrance to be fixed or placed on the leasehold interest hereby or any part thereof.

(j) Not to erect or cause to be erected any buildings, signs, insignia, trademarks, gasoline pumps, globes or other structures on the leased premises without obtaining approval of Lessor in writing. Lessors agree, however, not to withhold consent to any change mentioned in this paragraph unless the same would prejudice or diminish the monetary return from said property to Lessor.

(k) To quit and deliver up said leased premises and property to Lessor at the expiration of this lease or earlier termination of same in good condition as they are now, ordinary wear and tear and damage by fires or the elements only, excepted.

(l) Waiver by Lessor of any breach of any covenant, condition or stipulation contained herein shall not be considered to be a waiver of any subsequent breach of same or any other covenant, condition or stipulation of this lease, nor affect or prejudice any of Lessor's rights or remedies hereunder.

(m) That Lessee assumes complete custody and control of the leased premises and property, except the storage tanks thereon, the condition of which Lessee has examined and knows to be good and as to which no representation as to condition or repair have been made by Lessor; that Lessor shall not be liable for any damages caused by failure to keep said premises or property in repair, but it shall be the duty of Lessee to protect from damage or loss any property that Lessee or any other person may have upon the premises, and to protect from damage or loss any persons upon said premises, including himself, his agents, servants or employees. Provided, however, that Lessee shall not be deemed to be an insurer and shall be only liable for any actual negligence committed by Lessee, his servants, agents or employees.

(n) That Lessor shall have free access to the premises at all reasonable times for the purpose of examining or exhibiting the same or to make improvements or alterations on said premises which Lessor may deem necessary or advisable, or for the purpose of storing gasoline, kerosene, or fuel oil in the reserved storage tanks thereon set aside to Lessor for storage of petroleum products, but not so as to unreasonably interfere with the use and operation of the premises by Lessee.

(o) That if the lease should at any time become void or be terminated or forfeited, no demand shall be necessary for a recovery of the possession of the property and such rental as has accrued and became payable to Lessor and if Lessor at any time rightfully seeks to recover possession of said premises and payment of rental due and Lessor is obstructed or

resisted therein and any litigation ensues, Lessee shall pay and discharge all costs and attorney's fees and expenses that shall arise from enforcing the covenants of this lease by Lessor but no such receipt or rent or abatement of violation or default by Lessee shall be considered a confirmation or renewal of this lease.

MUTUAL COVENANTS

6. IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

(a) That if the leased premises or property should be destroyed by fire or other casualty as to become untenable or unuseable, this lease, at the option of either of the parties hereto, shall cease and determine from the date of such destruction of or damage to same.

(b) None of the provisions of this Lease shall be construed as reserving to Lessor any right to exercise control over the service station business and operations of Lessee conducted upon the leased premises or to direct in any manner how Lessee shall conduct the details of his business. It is understood and agreed that the entire control and direction of said activities shall be and remain in Lessee, subject only to the expressed provisions of this lease and neither Lessee nor any other person employed by him shall be deemed or considered for any purpose whatever as employees or agents of Lessor.

DEFAULT OF LESSEE

7. In the event Lessee shall fail to pay any obligations due the Lessor when due and payable, or in the event Lessee shall fail to use the premises leased for the purposes and in the manner herein provided, or in the event said premises shall not be open for business according to the minimum hours herein provided, or in the event of the breach of any of the other terms, covenants and conditions of this lease, or if bankruptcy or insolvency proceedings are instituted by or against Lessee, or if Lessee becomes insolvent or if Lessee files a petition for a composition or extension under any provisions of the Bankruptcy Act, or if any attachment, garnishment, execution or any other

legal process or proceedings is levied or instituted by anyone other than Lessor against the said premises or any of the facilities or equipment thereon, or if Lessee sells, assigns, pledges, or mortgages any interest created hereby or attempts to do so or allows any lien to attach to same or any interest of Lessee therein, or in the event of death of Lessee, Lessor, may, by thirty (30) days written notice terminate this agreement and all Lessee's rights hereunder, and re-enter and in any manner resume possession of said leased premises, improvements, equipment and facilities, Lessee hereby waiving all statutory rights and notices whatever.

MISCELLANEOUS

8. If Lessor is not the owner of the premises herein leased, the within lease and estate are subject to all terms, conditions, etc., of the lease or other arrangements under which Lessor controls said premises and if Lessor's tenancy is terminated or cancelled, then this lease shall automatically be voided and cancelled without further liability on the part of Lessor to Lessee.

Wherever the term Lessor is used herein, it shall include its successors or assigns, and wherever the term Lessee is used herein it shall include his heirs, personal representatives or assigns.

This lease supersedes and cancels all previous lease contracts or arrangements between the parties and no prior or subsequent stipulation, agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in the provisions of this lease, or a separate instrument in writing.

Any notices under this lease shall be delivered to Lessee at Box 411, Columbiana, Alabama, and to Lessor

at 3804 Day Street Montgomery, Alabama.

Notice shall be sufficient if sent by certified or registered United States mail.

IN WITNESS WHEREOF, the undersigned Lessor has caused these presents to be executed by Ray Mason as its President ~~or Vice-President~~, and attested and its corporate seal affixed by its Secretary, and the undersigned Lessee has hereto set his hand and seal on the day and year first above written.

Signed, sealed and delivered in the presence of: QUAKER GASOLINE STATIONS, INC.

BY: Ray Mason

AS: President

J.W. Taylor
as to Lessor

LESSOR

Edward Roberson
as to Lessee

Edward Roberson (L.S.)
LESSEE

as to Lessee

Corporate Seal Affixed and Attested by:

J.W. Taylor
Secretary

STATE OF ALABAMA
COUNTY OF Montgomery

I, Frank Miller, a Notary Public in and for said County in said State, hereby certify that Edward Roberson, whose name is signed to the foregoing lease, and who is known to me, acknowledged before me on this day, that being informed of the contents of the lease, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 28 day of February, 1969.

Frank Miller
NOTARY PUBLIC

STATE OF ALABAMA
COUNTY OF Montgomery

I, Carolyn D. Fowler, a Notary Public in and for said County in said State, hereby certify that Ray Mason and J.W. Taylor, whose names as President ~~or Vice-President~~ and Secretary, respectively of Quaker Gasoline Stations, Inc., are signed to the foregoing lease, and who are known to me, acknowledged before me on this day that, being informed of the contents of said lease, they, in their capacity as President or Vice-President and Secretary, and duly authorized so to do, executed the same voluntarily for and as the act of said corporation on the day the same bears date.

Given under my hand and official seal this 17 day of February, 1969.

Carolyn D. Fowler
NOTARY PUBLIC

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT WAS FILED
1969 FEB 28 PM 2:54
U.C.C. FILE NUMBER OR REC. BK. & PAGE AS SHOWN ABOVE
JUDGE OF COURSE

BOOK 255 PAGE 959