

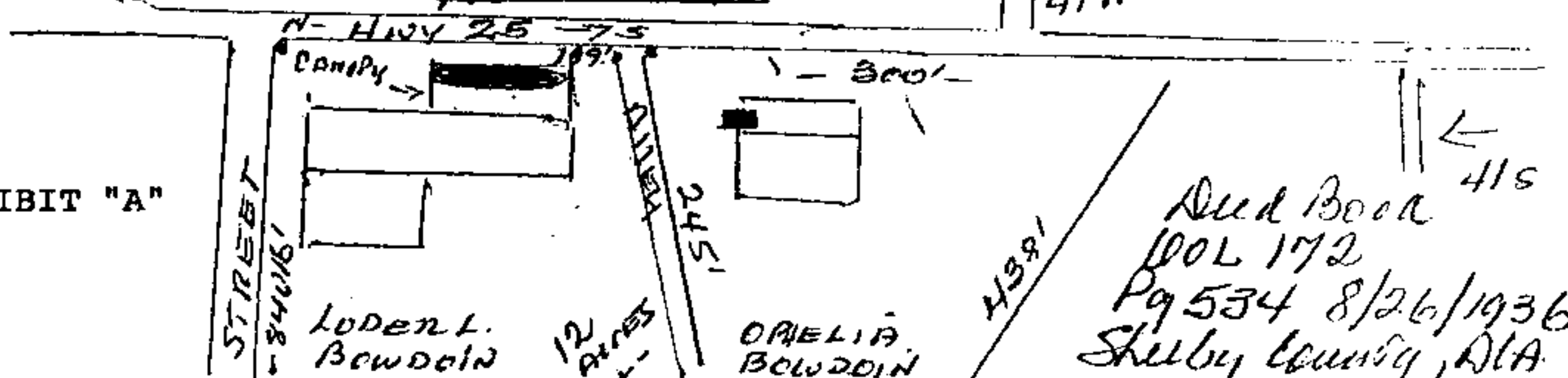
SPECIAL PURPOSE LEASE

This lease made and entered into this 3rd day of November, 1981, by and between LOREN L. AND OPHELIA BOWDOIN DBA Bowdoin Oil Co. herein referred to as Lessor (whether one or more), and THRIFTY PETROLEUM CORPORATION, hereinafter referred to as Lessee.

1. PROPERTY LEASED AND TERM:

Lessor hereby leases to Lessee for the special purpose and limited uses described herein that portion outlined in red on the plat drawn below as Exhibit "A" on the following described property located in SHELBY County, State of ALABAMA, to-wit: 141 N

EXHIBIT "A"



together with such additional area of such property as shall be necessary for the installation of the underground gasoline storage tanks, said property being situated at Rt 1 Box 935, in the City of LEEDS, for a primary term beginning on the 3rd day of November 1981 and terminating on the 3rd day of November 1986.

It is further agreed that Lessee, at its option, shall be entitled to the privilege of three (3) successive extensions of this lease, each extension to be for a period of five (5) years and on the same terms and conditions and for the same rentals required during the initial term hereof.

Such option privilege may be exercised by the Lessee giving to the Lessor a notice in writing at least thirty (30) days before the expiration of the initial term, and if extended, at least thirty (30) days before the expiration of such extended term, stating the intention of the Lessee to exercise such option and the period for which such option is exercised, and thereupon this lease shall be so extended without the execution of any other or further document.

2. SPECIAL USE:

Lessee shall have the exclusive right during the term of this lease to use the leased property for the purpose of selling gasoline and the installation, operation, and maintenance of equipment and facilities in connection therewith, and shall use the leased property for no other purpose. Lessor reserves the right to continue to use the leased property for the operation of any retail business of its choosing so long as its operation is not in competition with the above described Lessee.

3. IMPROVEMENTS:

Lessee agrees to install gasoline dispensing equipment upon the leased property. Such equipment shall be installed in accordance with bills of material, plans and

**ROMACO, INC., Distributors**

1105 KERSHAW ST. • P. O. BOX 9068  
MONTGOMERY, ALABAMA 36108

specifications prepared by or on behalf of Lessee, copies of which shall be furnished to Lessor. Lessee agrees to commence said installation within 10 days from execution of this lease, and to continue with due diligence until such time as completed, it being estimated that said completion be ready for use on or before NOV. 15th, 1981. Lessor reserves the right to inspect the installation of said improvements upon the leased property at any time. Lessee further agrees to restore the leased property to its condition to the satisfaction of the Lessor prior to the time of such improvements upon the completion of the initial installation and upon removal of any installation or equipment at the expiration of said lease and any subsequent renewals of said lease with a reasonable allowance for normal wear and tear.

Lessor shall, at its cost and expense, keep and maintain the equipment installed by Lessee in good working order and shall be responsible for the maintenance, repair and operation of said equipment. Lessor will yield up the equipment installed by Lessee at the termination of the tenancy in as good condition as the said equipment is at the beginning of the tenancy, less reasonable wear and tear.

#### 4. RENTAL:

Lessee shall pay Lessor as rental the sum of ONE HUNDRED Dollars (\$100) per LEASE payable EACH LEASE PERIOD in advance. Upon failure of Lessee to pay rental, Lessor may, after 30 days' notice in writing to Lessee, declare this lease at an end and void and re-enter and take possession of said property.

#### 5. LESSEE'S EQUIPMENT:

All pumps, machinery, apparatus, and equipment furnished by Lessee to the leased property shall be and remain the property of Lessee, and shall be considered personal property. Lessee shall have the right at its option at any time before the expiration, and at a reasonable time after the expiration of said lease, to remove said equipment at its own expense.

#### 6. TAXES:

Lessor shall pay all taxes and assessments, general and special, upon the leased property and Lessee shall pay all taxes and assessments upon machinery, apparatus, and equipment owned by Lessee and located on said property. Upon Lessee's written request, Lessor will furnish Lessee annually official tax receipts or true copies thereof showing payments before delinquency of all taxes and assessments levied on the leased property.

#### 7. WARRANTY:

Except as hereinafter provided, Lessor hereby fully warrants the title to the leased property and will defend the same against all claims of all persons, and agrees that Lessee shall have the right at any time to redeem for Lessor by payment, any mortgage debt, taxes or other liens thereon in the event of default by Lessor and be subrogated to the rights of the holder thereof and may deduct any such payments from subsequent rentals, commissions, or other sums due Lessor from Lessee, in addition to all other rights and remedies afforded by law. In the event Lessor breaches the

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warranty contained herein, Lessor shall be liable for all remedies available to Lessee allowed in law and in equity, including, but not limited to, all damages suffered, costs, expenses and attorney's fees incurred.

8. USE OF PREMISES:

If the use of said property for the sale of gasoline, oil, or oil products on said property shall be prohibited or enjoined by lawful authority, or if all or part of said property is taken in condemnation, or if other circumstances beyond Lessee's control render the property unsuitable for the purpose of Lessee, Lessee may, at its option, by giving thirty (30) days' written notice of its intention so to do, terminate this lease upon payment of all rentals due up to the expiration of said thirty (30) day period.

Lessee shall negotiate settlement with the condemning authority for that portion of the installation and equipment owned by Lessee which is taken into condemnation, and where the lease continues in effect, Lessee shall relocate its equipment and improvements on the leased property and otherwise restore that portion of the premises to a condition satisfactory for the purpose of selling gasoline.

9. PERMITS AND LICENSES:

Lessor shall fully cooperate in procuring in the name of Lessor or Lessee or Lessee's nominee, all permits, authorizations, and licenses required or, in Lessee's opinion, deemed reasonably necessary or desirable for the conduct on said premises of the business of selling gasoline.

10. NUISANCE:

Lessee covenants and agrees that it will not permit any nuisance to be created, maintained, or carried on upon said property.

11. INSURANCE:

All increases in liability, fire, or hazard insurance premiums of Lessor caused by the use of the leased property for the dispensing of gasoline and oil shall be paid by Lessor. Lessee will insure and keep continuously insured to their full insurable value, all apparatus and equipment owned by Lessee.

12. RIGHT TO ASSIGN OR SUBLET:

Lessee shall have the right to assign this lease or to sublet the premises hereby leased, in whole or in part, at any time during the term of this lease or any extension or renewal thereof.

13. PROHIBITION OF OPERATION:

The parties agree that if the operation of gasoline dispensing equipment shall, by any government regulations or authority, be prohibited, or if necessary permits for such operations be refused, this lease shall, at the option of Lessee, be void and of no force or effect, and the parties hereto shall be discharged from any and all obligations or liabilities hereunder. Lessee shall, within ten (10) days of receipt of such notice of prohibition or refusal, notify

Lessor thereof in writing, and Lessee shall thereafter remove all of its equipment previously installed on said premises within ninety (90) days of receipt by Lessor of said written notice from Lessee. Lessee may, at its sole option, elect to contest such prohibition or refusal, in which event said notice shall be given by Lessee within ten (10) days of the date upon which said prohibition or refusal is made final or the date upon which any right of appeal or rehearing expires.

#### 14. NOTICES:

All notices, payments, and demands shall be made by mail addressed to the appropriate party at the following respective addresses:

Lessor:

LODEN L. & Ophelia Bowdoin  
SBA Bowdoin Oil Co.  
P.O. Box 935  
Reeds, Ala

Lessee: TPC  
P. O. Box 9068  
Montgomery, AL 36108

or at such other address as one party shall give notice to the other by registered mail.

#### 15. ENTIRETY OF AGREEMENT:

This instrument incorporates all of the obligations of the parties hereunder and there are no oral agreements or understandings between the parties concerning the property covered by this lease agreement.

#### 16. SUCCESSORS AND ASSIGNS:

The covenants and provisions hereto shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns. No change in ownership of the leased property or any assignment of rentals shall be binding upon Lessee until after Lessee has been furnished with an acceptable written transfer of assignment or a true copy thereof.

IN WITNESS WHEREOF, this lease is executed in duplicate originals as of the date first above mentioned.

WITNESSES:

[Signature]  
[Signature]

Loden L. Bowdoin  
Ophelia Bowdoin  
Lessor

ATTEST:

By:

Its

Ref: 807810327

THRIFTY PETROLEUM CORPORATION

By:

Its

Samuel B. Mobley  
Vice-President

FILED BEAL, SHELLEY CO.  
I CERTIFY THIS  
DOCUMENT WAS FILED

1982 APR -7 AM 8:31

JUDGE OF PROBATE

Recd 50  
Rec. 6.00  
Ind. 1.00  
7.50