

LEASE AGREEMENT

MADE THIS 30th day of May, 1985 between Nora Whatley
as Lessor and RACETRAC PETROLEUM, INC. as Lessee WITNESSETH:

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 the State of Alabama, described as follows:

See Exhibit "A" attached hereto and made a part hereof.

Beginning W Line of NE 1/4 and N R/W of Alabama Hwy. #25 ELY ALG
N R/W of SD RD 350' (S) to POB cont ELY 175' (S) N 272' W 148'
(S) S 245' (S) to POB SEC 3 T24N R 12 E DD 243 x 272 DB 236 P906
07/31/1965 Beat 4.

2. To have and to hold for the period commencing on the 1st day of June, 1985, and ending on the 31st day of May, 2005, hereinafter referred to as the original term.

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 obligation hereunder.

3. Lessee agrees to pay as rent for said premises: Four Hundred Fifty and no/100 (\$ 450.00) Dollars per month, payable in advance on or before the 1st day of each month. Lessee agrees to pay to Lessor one cent (1¢) per gallon gasoline sold.

4. Lessee agrees to maintain the buildings, structures, improvements and equipment hereby leased in good condition and repair with the exception of the roof. Lessor agrees to maintain the roof.

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 to 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.

Ms. K. Christine Harrelson
Racetrac Petroleum, Inc.
P.O. Box 105035
Atlanta, Georgia 30346

10. Any notices under this lease shall be delivered to Lessor at
P. O. Box 22, Montevallo, Al. 35115 and to Lessee at
P. O. Box 105035, Atlanta, Ga. 30348 or such other address
as the parties may from time to time designate in writing. Notice 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:

Frank Walton

LESSOR

Herb Whalley
Jack Whalley

WITNESSES AS TO LESSEE:

Sherry Holmes
Joan Oberli Muller

LESSEE

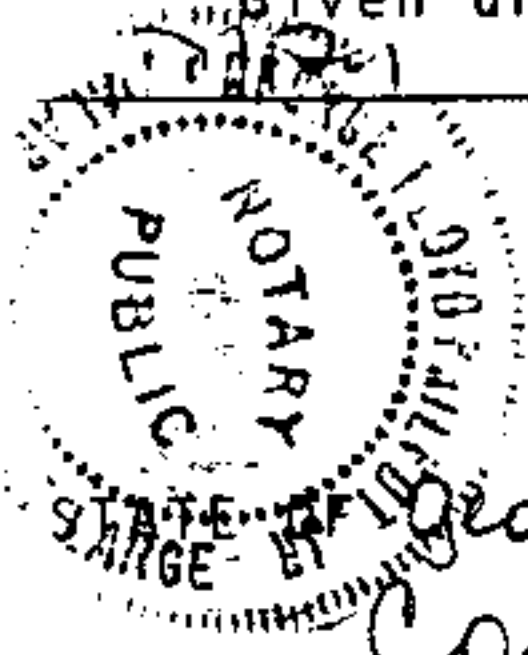
RACETRAC PETROLEUM, INC.
BY Carl Miller
ITS President

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STATE OF Alabama
Shelby COUNTY.

I, the undersigned authority, in and for said County, in said State,
hereby certify that Herb & Jack Whalley 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 30th day of
July, 1985.



George J. Phillips, Jr.
NOTARY PUBLIC

Georgia
Cobb COUNTY.

I, the undersigned authority, in and for said County, in said State,
hereby certify that Carl Bolch, Jr. whose names are signed
to the foregoing Lease Agreement, and who are known to me, acknowledge
before me on this day that, being informed of the contents of the Lease
Agreement, he executed the same voluntarily.

Given under my hand and official seal, this 26th day of
July, 1985.

Stephanie B. Nichols
NOTARY PUBLIC

Notary Public, Georgia, State at Large
My Commission Expires Apr. 29, 1987

INITIAL HERE
[Signature]

EXHIBIT "A"

The leased property is described as the service station and all related equipment and improvements located at Highway 25 East, Montevallo, Alabama and further described below:

All that Property located in the Northeast $\frac{1}{4}$ of Section 3, Township 24 North, Range 12 East, Shelby County, Alabama and more particularly described as:

Beginning at the West Line of said Northeast $\frac{1}{4}$ and and the North right-of-way line of Alabama Highway 25 thence running in an Easterly direction along the Northern right-of-way of said Highway 25 a distance of 350 feet to the Point of Beginning, thence continue in an Easterly direction 175 feet; thence continue in a Northerly direction of 272 feet; thence continue in a Westerly direction of 148 feet; thence continue in a Southerly direction of 245 feet; to the point of Beginning. Said property being in Section 3, Township 24, North, Range, 12 East and recorded in Deed Book 236, Page 906 (7/31/65), Beat 4.

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STATE OF ALA. SHELBY CO.
I CERTIFY THIS
INSTRUMENT WAS FILED

1985 NOV 25 AM 10:34

[Signature]
JUDGE OF PROBATE

RECORDING FEES

Mortgage Tax	\$	_____
Deed Tax		<u>62.00</u>
Mineral Tax		_____
Recording Fee		<u>7.50</u>
Index Fee		<u>1.00</u>
TOTAL	\$	<u>70.50</u>