

LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS LEASE ASSIGNMENT AND ASSUMPTION AGREEMENT, made and entered into as of the 29~~th~~ day of August, 2002 (the "Effective Date") by and between JAMES D. WADSWORTH ("Assignor") and QUALITY PETROLEUM OF ALABAMA, INC. ("Assignee").

WITNESSETH:

A. Assignor is the lessee under a lease dated July 1, 1992 with The United States of America ("Lessor"), as successor-in-interest to Samelia Thomas, as Trustee under the Melina Fiorella Trust (the "Original Lessor"), (the "Lease"), pursuant to which Assignor leases certain premises (the "Leased Premises") described on **Exhibit A** attached hereto.

B. Assignor desires to assign the Lease to Assignee and Assignee desires to assume the Lease upon the terms set forth below.

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) paid by Assignee to Assignor, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto have entered into this Lease Assignment and Assumption Agreement (the "Agreement") and agree as follows:

1. **Assignment of Lease.** Assignor hereby sells, transfers and assigns to Assignee the leasehold estate created under and pursuant to the Lease and all of Assignor's right, title and interest in, to and under the Lease, together with all of Assignor's right, title and interest in the Leased Premises and any improvements thereto or thereon in which the Assignor has any interest, including, without limitation, Assignor's option to extend the Lease and Assignor's first option to purchase as set forth in the Lease, effective as of the Effective Date.
2. **Acceptance and Assumption.** Assignee hereby purchases and accepts the foregoing transfer and assignment of the leasehold estate as provided above for the benefit of Assignor and Landlord effective as of the Effective Date, and specifically assumes and agrees to perform and observe each and every term and condition to be performed or observed by Assignor pursuant to the terms and provisions of the Lease effective as of the Effective Date.
3. **Asset Purchase Agreement.** This Agreement is made and entered into pursuant to that certain Asset Purchase Agreement dated as of March 11th, 2002, between Assignor, Assignee and Wadsworth Oil Company of Clanton, Inc., and is subject to the terms and conditions thereof respecting certain releases and indemnities among the parties thereto, which releases and indemnities are nevertheless not intended to and shall not be construed as limiting or otherwise altering the obligations that any of said parties may have under the Lease to Lessor.
4. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the state in which the Leased Premises are located.
5. **Counterparts.** This Agreement may be signed in one or more counterparts.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign and seal this Agreement as of the day and year first above written.

ASSIGNOR:

James D. Wadsworth
JAMES D. WADSWORTH

ASSIGNEE:

QUALITY PETROLEUM OF ALABAMA, INC.

By: David Melton
Its: Vice President

STATE OF ALABAMA)

JEFFERSON COUNTY)

I, the undersigned, a notary public in and for said county in said state, hereby certify that James D. Wadsworth, whose name is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Assignment and Assumption Agreement, he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 10th day of ^{April}~~March~~, 2002.

Robert J. Brackett
Notary Public

[NOTARIAL SEAL]

My commission expires: 11/14/2005

STATE OF ALABAMA

)

JEFFERSON COUNTY

:

)

I, the undersigned, a notary public in and for said county in said state, hereby certify that David Melton, whose name as Vice President of Quality Petroleum of Alabama, Inc., a Florida corporation, is signed to the foregoing Lease Assignment and Assumption Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Lease Assignment and Assumption Agreement, he, as such officer and with full authority, executed the same voluntarily for and as the act of said corporation.

Given under my hand and official seal this 11th day of March, 2002.

Tiffany S. Ballard
Notary Public

[NOTARIAL SEAL]

My commission expires: 8-24-05

Prepared by:

Bobby C. Underwood
Bradley Arant Rose & White LLP
One Federal Place
1819 Fifth Avenue North
Birmingham, AL 35203

EXHIBIT A

LEASED PREMISES

Situated in the City of Pelham, Shelby County, Alabama, as follows:

A tract of land lying partly in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 6, Township 20S, Range 2 West, and partly in the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Section 1, Township 20S, Range 3 West, and fronting 200 feet on the east side of New Highway 31, with depth of approximately 218 feet, comprising one (1.0) acre, more or less.

CONSENT TO LEASE ASSIGNMENT

The United States of America, by and through the Internal Revenue Service, as successor in interest to the Lessor's interest in that certain real estate Lease Agreement (hereinafter defined) does hereby consent to the assignment by the Lessee (hereinafter defined) of his interest in the Lease Agreement to Quality Petroleum of Alabama, Inc., a Florida Corporation ("Quality").

RECITAL

A real estate Lease Agreement relating to a parcel of land of one(1) acre, more or less, located on New Highway 31 in the City of Pelham, Shelby County, Alabama was made and entered into as of July 1, 1992 by and between Samelia Thomas, as Trustee under the Melina Fiorella Trust, as Lessor, and James D. Wadsworth as Lessee, and which Lease Agreement is recorded as instrument No. 1992-19577 in the office of the probate Court, Shelby County, Alabama (the "Lease Agreement").

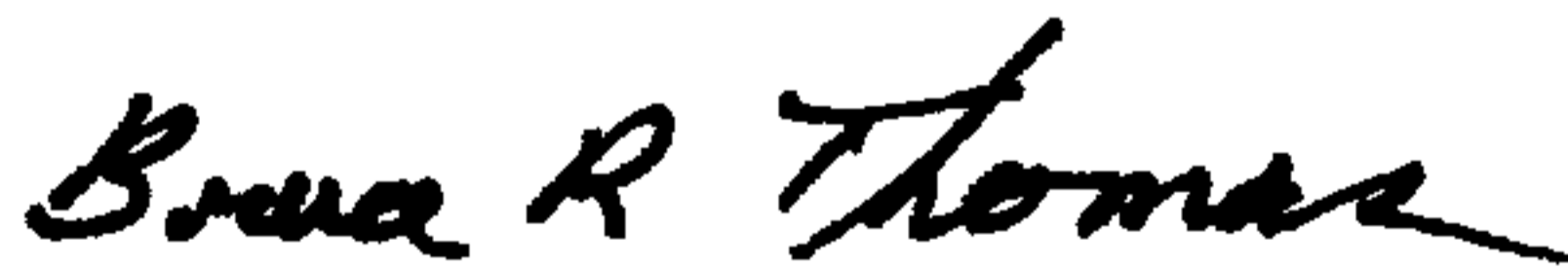
CONSENT

The United States of America, as successor in interest to the Lessor under the Lease Agreement by lease assignment recorded in Instrument No. 1998-31159, office of the Probate Court, Shelby County, Alabama, does hereby consent to the assignment by James D. Wadsworth of his interest as Lessee under the Lease Agreement to Quality.

Date: **AUG 30 2002**

United States of America

By:



BRUCE R. THOMAS
Internal Revenue Service
Director, Compliance, Area 8

ACKNOWLEDGEMENT

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

I, the undersigned, a notary public in and for said authority, hereby certify that Bruce R. Thomas, whose name as Director of Compliance, Area 8, Internal Revenue Service, is signed to the foregoing Consent, and who is known to me, acknowledged before me on this day that, being informed of the contents of said Consent, he, as such officer and with full authority, executed the same voluntarily for and as the act of the United States of America.

Given under my hand and official seal this 30th day of August, 2002.


Daniel G. Anderson
Notary Public

My Commission Expires: 3/29/2003

[Seal]