


PREPARED BY: J.W. TRAYLOR
CRYSTAL PETROLEUM COMPANY, INC.
4726 Powell Avenue
Birmingham, Alabama 35222


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Shelby Cnty Judge of Probate, AL
08/29/2003 15:03:00 FILED/CERTIFIED

STATE OF ALABAMA)
COUNTY OF SHELBY)

LEASE AGREEMENT

THIS LEASE AGREEMENT executed this the 1st day of
OCTOBER, 1979, by and between Wilbert W. Graham
c/o The Smoke Shop, 1908 Hwy 31, Pelham, Alabama 35244
(hereinafter called LESSEE

and CRYSTAL PETROLEUM COMPANY, INC., a corporation
4726 Powell Avenue, Birmingham, Alabama 35212
(hereinafter called LESSOR for the purpose of installing
gasoline tanks and equipment and controlling gasoline and Diesel
sales thru the Lessee, W.W. Graham.

W I T N E S S E T H:

That the Lessor does hereby demise, let and lease
unto Lessee and the Lessee does hereby demise, let and lease
TO Lessor that certain real estate as described on Exhibit
"A" attached hereto and made a part hereof (hereinafter
sometimes called the "premises" or "leased premises" or
"demised premises"), for use and occupancy by Lessee for the
operation of gasoline service stations, and for all other
lawful uses as Lessee may from time to time so designate, for
and during the term of TWENTY YEARS beginning on the 1st
OF OCTOBER, 1979, and ending on the 30th of SEPTEMBER, 1999.
Lessor covenants to keep Lessee in quiet possession of the
premises during said term, provided Lessee shall comply with
the stipulations of this lease. Lessor and Lessee further
agree as follows:

1. RENT: Lessee agrees to pay Lessor as rent for
use and occupancy of said premises the sum of $\frac{1}{4}$ cents per
gallon on all petroleum sales with a minimum of \$ 750.00.
Subject \$750.00 minimum per month in advance on the
first day of each month, being at the rate of a minimum
\$9,000.00-----per annum.

2. USE OF PREMISES: The premises shall be used
for any lawful purpose. Lessee at all times shall fully and
promptly comply with all laws, ordinances, orders, and

regulations of any lawful governmental authority having jurisdiction over said premises.

3. MAINTENANCE AND REPAIRS: Lessor shall not be obligated or required to make any repairs or do any work on or about said premises or any part thereof, or the elevators therein, if any, or on or about any premises connected therewith, but not hereby leased, unless and only to the extent herein agreed. However, Lessor reserves the right to enter upon said premises and to make such repairs and to do such work on or about said premises as Lessor may deem necessary or proper, or that Lessor may be lawfully required to make. Lessee will keep all air conditioning equipment, electric wiring, water pipes, water closets, drains, sewer lines and other plumbing on said premises in good order and repair and will do all repairs, modifications and replacements which may be required by applicable laws or ordinances. Lessee will not commit any waste of property, or permit the same to be done, and will take good care of said building and premises at all times.

4. ALTERATIONS, IMPROVEMENTS, MODIFICATIONS, EQUIPMENT, AND FIXTURE INSTALLATION: Lessee may make at its expense additions, modifications (including electrical and plumbing modifications), alterations, or improvements to the interior and exterior of the premises so long as such additions, modifications, alterations, or improvements do not endanger the structural soundness of the premises. Lessee may at its expense move onto the premises and install thereon all equipment and fixtures necessary for its use of the premises as set out hereinabove. All furnishings, fixtures, equipment and office machines used on or about the premises shall at all times be and remain the property of Lessee and Lessee shall have the right to remove the same from said premises at any time during the term hereof, provided Lessee shall not be in default hereunder and provided further that

Lessee, at its sole cost and expense, shall repair or reimburse Lessor for the cost of repairing any and all damage to said premises resulting from the removal of such furnishings, fixtures, equipment and office machinery.

5. CARE OF PREMISES: Lessee shall not permit or cause any act or deed to be performed or any practice to be adopted or followed in or about said premises which shall cause or be likely to cause injury or damage to any person or to said premises or the building or to the sidewalks and pavements adjoining the premises. Lessee shall not permit, allow or cause any noxious, disturbing or offensive odors, or any smoke, dust, steam or vapors, or any loud or disturbing noise, sound or vibration to originate in or to be emitted from said premises. Lessee at all times shall keep said premises in neat and orderly condition and shall keep the entry ways, sidewalks and delivery areas adjoining the premises clean and free from rubbish, dirt, snow and ice. Lessee shall store all trash, rubbish and garbage within said premises, and shall provide for the prompt and regular removal thereof for disposal. Lessee shall not burn or otherwise dispose of any trash, waste, rubbish or garbage in or about the premises. Lessee agrees to permit no waste of the property, but on the contrary to take good care of same; and upon termination of this lease to surrender possession of same without notice.

6. ENTRY BY LESSOR: Lessor at all reasonable times may enter said premises for the purpose of (1) inspection thereof, (2) making repairs or replacements to said premises or said building, and (3) exhibiting the premises to prospective lessees, purchasers, or other persons.

7. PAYMENT OF UTILITIES AND SERVICES: Lessee shall pay all utility charges used on or arising from the operation of the premises, including, but not limited to, all

charges for gas, electricity, water, garbage and trash collection, and sewerage, during the term of this lease.

8. REAL ESTATE TAXES: Lessee will promptly pay when due all taxes commonly called ad valorem real estate taxes or assessments on real estate levied upon or assessed against the premises or the owners thereof during the term of this lease.

9. FIRE OR CASUALTY: If the premises shall be made untenable by fire or other casualty, Lessor, if it so elects, may (a) terminate the term of this lease, effective as of the date of such fire or casualty, by written notice given to Lessee within thirty (30) days after such date, or (b) repair, restore, or rehabilitate said premises at Lessor's expense, provided such cost does not exceed the proceeds of insurance collected on the building by reason of such casualty, within four (4) months after the date of such fire or casualty, in which event the term hereof shall not terminate but any fixed rent herein reserved shall be abated on a per diem basis while the premises shall remain untenable.

10. CONDEMNATION: In the event that the whole or any part of said premises shall be taken by any public authority under the power of eminent domain or like power, then the term hereof shall terminate as to the part of the premises so taken, effective as of the date possession thereof shall be required to be delivered pursuant to the final order, judgment, or decree entered in the proceedings in exercise of such power, provided, however, Lessee may at its sole discretion determine to terminate this agreement with regard to the entire premises. All damages awarded for the taking of said premises, or any part thereof shall be payable in the full amount thereof to and the same shall be the property of Lessor, including, but not limited to, any sum paid or payable as compensation for loss of value of the

leasehold or loss of the fee or the fee of any part of the premises, and Lessee shall be entitled only to that portion of any award expressly stated to have been made to Lessee for the loss of value and cost of removal of stock, furniture, and fixtures owned by Lessee.

11. ASSIGNMENT OR SUBLETTING: Lessee may not assign or transfer this lease or sublease the premises or any portion thereof unless the written consent of the Lessor be first obtained.

12. DEFAULT: The happening of any one or more of the following listed events (hereafter referred to singly as "event of default" and plurally as "events of default") shall constitute a breach of this lease agreement on the part of Lessee, namely:

(a) The filing by or on behalf of Lessee of any petition or pleading to declare Lessee a bankrupt, or the adjudication in bankruptcy of Lessee under any bankruptcy law or act.

(b) The failure of Lessee to pay any rent payable under this lease agreement and the continued failure to pay the same for fifteen (15) days after Lessor puts Lessee on notice in writing that the rent has not been paid.

(c) The failure of Lessee to fully and promptly perform any act required of it in the performance of this lease (other than the payment of rent) or to otherwise comply with any term or provision thereof after fifteen-days' notice in writing from Lessor of Lessee's failure to perform.

(d) The appointment by any court or under any law of a receiver, trustee, or other custodian of the property, assets or business of Lessee.

(e) The assignment by Lessee of all or any part of its property or assets for the benefit of its creditors.

(f) The levy of execution attachment or other taking of property, assets or the leasehold interest of Lessee by process of law or otherwise in satisfaction of any judgment, debt or claim.

Upon the happening of any event of default, Lessor, if it shall elect, may (1) collect each installment of rental hereunder as and when the same matures, or (2) terminate the term of this lease agreement without further liability to Lessee hereunder, or (3) terminate Lessee's right to possession and occupancy of the premises without terminating the term of this lease agreement, and in the event Lessor shall exercise such right of election the same shall be effective as of the date of written notice of Lessor's election given by the latter to Lessee at any time after the date of such event of default. Upon any termination of the term hereof, whether by lapse of time or otherwise, or upon any termination of Lessee's right to possession or occupancy of the premises without terminating the term hereof, Lessee shall promptly surrender possession and vacate the premises and deliver possession thereof to Lessor. If Lessor shall elect to terminate Lessee's right to possession only, without terminating the term of this lease, Lessor at its option may enter into the premises, remove Lessee's property and other evidence of tenancy and take and hold possession thereof without such entry and possession terminating the term of this lease or otherwise releasing Lessee in whole or in part from its obligation to pay the rent herein reserved for the full term hereof and in such case Lessee shall be liable for the difference in the rent received by Lessor and the rent due under this agreement for the remainder of said term. Upon and after entry into possession without termination of the term hereof, Lessor may, but need not, relet the premises or any part thereof for the account of Lessee to any person, firm or corporation

other than Lessee for such rent, for such time, and upon such terms as Lessor in its sole discretion shall determine.

Lessee agrees to pay a reasonable attorney's fee and all costs if it becomes necessary for Lessor to employ an attorney to collect any of the rent agreed to be paid or to enforce performance of any of the provisions of this lease, or to obtain possession of the leased premises or otherwise to exercise any option or enforce any right given to Lessor upon default by Lessee of any term, condition, stipulation or obligation of the lease; and Lessee expressly waives all exemptions secured to Lessee under the laws and Constitution of the State of Alabama or any state in the United States as against the collections of any debt herein or hereby incurred or secured.

13. SIGNS: Lessee may place, erect and maintain any signs on the roof, walls, and any other place on or about the premises to identify the Lessee as it so determines is in its best interest, which signs shall remain the property of Lessee and may be removed at any time during the term of this lease or upon the termination thereof, provided Lessee shall repair or reimburse Lessor for the cost of any damage to the premises resulting from the installation or removal of such signs.

14. INSURANCE: Lessee, during the term hereof, shall keep the building located on the leased premises insured against loss or damage by fire and risks comprehended within the extended coverage endorsement on fire policies (the so-called "broadest form" of endorsement to be used, as that form may customarily be written in Alabama from time to time). Said insurance shall be written in responsible insurance companies authorized to do business in the State of Alabama, and the insurance shall be in an amount deemed satisfactory to Lessor. Lessee shall furnish to Lessor certificates of insurance issued by such insurance companies

showing that the amount and type of insurance required by this Lease Agreement is in effect.

Lessee, during the term hereof, at its own cost and expense, shall keep all furniture, fixtures, equipment, and other personal property of any description whatsoever whether supplied or owned by Lessee insured to the extent of its full insurable value thereof against all loss or damage by fire, with extended coverage. All property brought onto the leased premises whether owned by Lessee or otherwise shall be at the sole risk of Lessee, and Lessor shall have no responsibility whatsoever with regard to damage, destruction, theft, or injury to said property.

Lessee shall, during the term of this lease, procure and keep in force public liability insurance for the benefit of Lessor and Lessee, with minimum liability limits of \$500,000 for injuries to one person and \$1,000,000 for injuries occurring to more than one person arising out of any one occurrence, and \$50,000 for property damage.

15. WAIVER OF SUBROGATION: Lessor and Lessee hereby waive such causes of action either may have or acquire against the other which are occasioned by the negligence of either of them or their employees, servants, guests, invitees, or agents resulting in the destruction of or damage to real or personal property belonging to the other and located on or about the premises. Each party further agrees to cause any insurance policy covering destruction of or damage to such real or personal property from fire and/or the hazards covered under the aforementioned insurance policies to contain a waiver of subrogation or endorsement by which the insurance company waives its right of subrogation against any party to this agreement, its employees, agents, servants, guests, invitees or representatives in case of destruction of or damage to the aforementioned real or personal property of each such party.

16. OPTION TO RENEW: Lessee and Lessor are both granted the right and option to renew lease for an additional ten (10) years. In the event that lease is extended, all terms remain the same as in original lease.

In the event that ownership of real property changes, all terms and conditions remain the same unless paragraphs 9 & 10 are activated or a FORCE MAJURE is present.

In the event that both parties disagree and desire to purchase the other parties share of gasoline equipment located on leased premises, a real estate expert will determine the price.

17. WAIVER: The failure of the Lessor or Lessee to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances shall not be construed as a waiver of relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The receipt by the Lessor of rent, with knowledge of the breach of any covenant hereof, shall not be deemed a waiver of such breach, and no waiver by the Lessor or Lessee of any provisions hereof shall be deemed to have been made unless expressed in writing and signed by Lessor or Lessee.

18. INDEMNITY OF LESSOR BY LESSEE: Lessee will indemnify and save harmless the Lessor of and from all fines, suits, claims, demands and actions of any kind or nature, by reason of any breach, violation or non-performance of any condition hereof on the part of Lessee. Lessee will indemnify, protect and save harmless the Lessor from any loss, cost, damage, or expense caused by injuries to persons or their property, while in, on, or about the premises, and any and all property of Lessee which may be located or stored on the premises shall be at the sole risk of Lessee.

19. COVENANTS, ETC. BINDING ON HEIRS AND EXECUTORS, ETC.: The covenants, conditions, and agreements contained in this lease shall bind and inure to the benefit of Lessor and Lessee and their respective heirs, executors, administrators, successors or assigns.

20. NO ORAL AGREEMENTS BINDING: This lease contains the entire agreement between the parties hereto, and neither party is bound by any representations or agreements of any kind except as herein contained, and no amendments hereto shall be considered as effective unless and until the same shall be reduced to writing and executed by all the parties hereto.

IN WITNESS WHEREOF, the Lessor and Lessee have respectively executed these presents on the day and date first above written.

CRYSTAL PETROLEUM COMPANY, INC.

ATTEST:

[Signature]
Its Asst Secretary

By: [Signature]
Its President

[Signature]
Wilbert W. Graham

[Signature]
David W. Graham

State of ALABAMA
SHELBY COUNTY

General Acknowledgement

I, Margaret F. Jones, a Notary Public in and for said County, in said State, hereby certify that Wilbert W. Graham, an unmarried man whose name is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day, that, being informed of the contents of the conveyance he executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3rd day of October A. D. 1979
[Signature]
Notary Public
My Commission Expires Mar. 19, 1982

EXHIBIT A

File No. 20-31738

LEGAL DESCRIPTION

Part of the Southwest 1/4 of Southwest 1/4 of Section 30, Township 19 South, Range 2 West, Shelby County, Alabama, more particularly described as follows:

From the Northwest corner of Southwest 1/4 of Southwest 1/4 of Section 30, Township 19 South, Range 2 West, run in a Southerly direction along the West line of said 1/4-1/4 section for a distance of 239.57 feet to the point of beginning; thence continue along last mentioned course for a distance of 240.71 feet; thence turn an angle to the left of 90 degrees 09 minutes and leaving said 1/4-1/4 section line run in an Easterly direction for a distance of 21.72 feet to a point on the Westerly right of way line of U.S. Highway #31 South; thence turn an angle to the left of 81 degrees 41 minutes 30 seconds and run in a Northeasterly direction along said right of way line for a distance of 278.41 feet; thence turn an angle to the left of 141 degrees 04 minutes 30 seconds and leaving said right of way line, run in a Southwesterly direction for a distance of 52.15 feet; thence turn an angle to the right of 44 degrees 20 minutes 15 seconds and run in a Westerly direction for a distance of 23.04 feet, more or less, to the point of beginning.