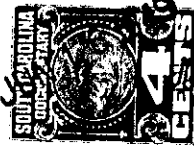


STATE OF SOUTH CAROLINA)
 COUNTY OF GREENVILLE)

LEASE



FILED
 GREENVILLE CO. S. C.
 MAY 16 2 50 PM 1949

THIS AGREEMENT made this 20th. day of May, 1949, by and between J. H. Kellett, herein designated lessor, and J. McGee Horton, herein designated lessee, WITNESSETH:

1. For the consideration hereinafter expressed, the lessor has rented and leased, and does hereby rent, lease and demise unto the lessee, for a period of five (5) years, from the date hereof, beginning with June 1, 1949 and ending at noon June 1, 1954, the following premises, to be used for the sole purpose of the sale of such petroleum products as may from time to time be designated by the said lessee, namely:

All that certain lot of land situate in the County of Greenville, State Of South Carolina, containing one half acre, more or less, described as follows: Beginning at a point on property line in center of Augusta Road, Highway # 25, point being in absolute center of present store building. From this point running South 50 feet, thence running East approximately 125 feet to a point in rear of store, thence running from this point North 100 feet, thence running West to a point in center of Augusta Road, Highway # 25 approximately 125 feet, thence running South 50 feet in center of Augusta Road, Highway # 25, to the beginning point.

2. The premises hereby demised are to be used by the lessee for the operation of a filling station for the sale and distribution of petroleum products of such kind as may be designated by the lessee.

3. It is mutually agreed and understood that the full consideration in this lease is the actual installation of a hydraulic lift at approximate cost of \$100.00.

4. It is mutually agreed, that the lessee will operate the filling station on the foregoing premises by someone mutually satisfactory to parties hereto and on basis which shall likewise be mutually satisfactory to said parties, and it is further mutually agreed, that the lessor shall not sell or distribute, permit the sale or distribution from the foregoing premises, during the term of this lease, any gasoline or other petroleum products other than such as are purchased from the lessee.

5. It is mutually agreed and understood, that the said lessor, or any other person who shall be engaged to operate the said filling station, shall sell therefrom such petroleum products only as shall be designated by the lessee.

6. It is mutually agreed and understood, that the lessor will pay from year to year all taxes assessed against said premises and any and all fire and tornado insurance that said lessor shall desire to have.

In witness whereof, the parties hereto have signed their names and affixed their seals, in duplicate, the year and day first above written.

In the presence of:

W. A. Smith

Edward C. Kay

J. H. Kellett
 Lessor

J. McGee Horton
 Lessee