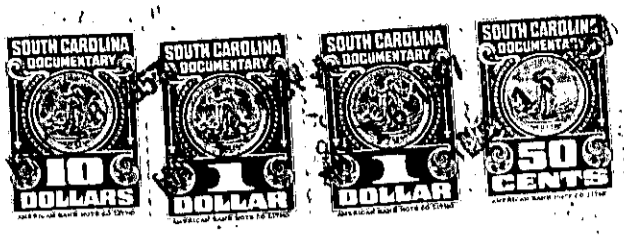
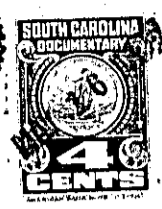


For Conciliation Agreement see Deed Book 77a Page 537.



11705  
MAY 16 1957  
AMOCO

BOOK 577 PAGE 01  
(LESSOR IMPROVED SERVICE STATION)  
GREENVILLE CO. S. C.



MAY 16 9 59 AM 1957  
OLLIE F. WORTH  
R.M.C.



THIS AGREEMENT AND LEASE, made and entered into this 23rd day of April  
in the year one thousand nine hundred and Fifty-Seven by and between Harry H. McBride  
and Alice Reeps McBride, his wife

of Greenville, South Carolina  
hereinafter called "LESSOR," and THE AMERICAN OIL COMPANY, a corporation duly organized under the laws of the  
State of Maryland, hereinafter called "LESSEE";

WITNESSETH:

1. That LESSOR has leased, let, demised and by these presents does lease, let and demise unto LESSEE, its successors,  
sublessees and assigns, the property situate in the City of Greenville, County of Greenville,  
State of South Carolina

and more particularly described, as follows: BEGINNING at an iron pin at the point of intersection  
of the Southwestern right-of-way line of U.S. Highway No. 276 (Laurens Road) and  
the Northwestern right-of-way line of Webster Road and running thence South 36 Deg.  
39 Min. West with said right-of-way line of Webster Road a distance of Twenty-Eight  
and One Tenth (28.1) feet to an iron pin; thence South 52 Deg. 18 Min. West with said  
right-of-way line of Webster Road a distance of One Hundred Eight (108.0) feet to a  
point; thence North 55 Deg. 35 Min. West a distance of Sixty-Five (65.0) feet to a  
point; thence North 34 Deg. 25 Min. East a distance of One Hundred Thirty One (131.0)  
feet to an iron pin in the Southwestern right-of-way line of U.S. Highway No. 276  
(Laurens Road); thence South 55 Deg. 35 Min. East with said right-of-way line of  
U.S. Highway No. 276 (Laurens Road) a distance of One Hundred (100.0) feet, more or  
less, to the point of BEGINNING.

Being a portion of the property conveyed by Sinking Fund Commission of School  
District #17-A, Greenville County to Alice Reeps McBride and H. H. McBride by  
Deed dated February 1, 1939 and recorded in Vol. 213, Page 110 in the Office  
of Register of Mesne Conveyance for Greenville County, South Carolina.

(as shown outlined in red on the blueprint plat attached hereto and made a part hereof).

TOGETHER WITH all buildings, improvements and equipment thereon or in connection therewith; and together with  
all rights, alleys, rights-of-way, easements, appurtenances thereunto belonging or in anywise appertaining; and together with  
all LESSOR'S right, title and interest in and to all sidewalks, pavements, curbs, alleys, streets and highways, abutting the  
demised premises or thereunto belonging.

2. TO HOLD the aforesaid premises unto LESSEE, its successors, sublessees and assigns, for the term of  
Ten (10) Years beginning on the 1st day of September  
1957, and ending on the 31st day of August, 1967, hereinafter called "the  
original term."

3. LESSEE shall pay the following rent to LESSOR on the following terms and conditions: a sum, payable on  
the fifteenth day of each month, equivalent to one cent (1¢) per gallon, on each  
gallon of LESSEE'S brands of gasoline and/or motor fuel sold during the preceding  
calendar month from said premises by LESSEE, its sublessees or assigns, to the  
consuming trade, provided that said rental shall not be less than Two Hundred Sixty  
Three Dollars (\$263.00) per month, nor more than Three Hundred Sixty Three Dollars  
(\$363.00) per month.

It being agreed, however, that said rent shall not commence nor shall it accrue until such time as LESSOR shall have erected  
and finally completed a gasoline service station on the demised premises, as hereinafter provided, and LESSEE shall have  
accepted actual possession thereof, by written notice to LESSOR.

4. LESSEE shall have the following options to renew and extend this lease at the rent hereinafter mentioned; viz.:

(a) An option to renew and extend this lease for a further term of five (5) years next succeeding the term of  
this lease, at a rent during such renewal term of at the same rental as stipulated for the original  
term hereof.

(b) A further option to renew and extend this lease for a further term of five (5) years next succeeding the  
expiration of the first renewal period above mentioned, at a rent during such second renewal term of at the same rental  
as stipulated for the original term hereof, except that the rental during such renewal  
term shall not be less than Two Hundred Ninety Dollars (\$290.00) per month nor more than  
Three Hundred Ninety Dollars (\$390.00) per month.

(c) A further option to renew and extend this lease for a further term of five (5) years next succeeding the  
expiration of the second renewal period above mentioned, at a rent during such third renewal term of at the same rental  
as stipulated for the original term hereof, except that the rental during such renewal  
term shall not be less than Three Hundred Eighteen Dollars (\$318.00) per month, nor  
more than Four Hundred Eighteen Dollars (\$418.00) per month.

Handwritten signatures and initials: H.H. McBride, A.R. McBride, and others.