TITLE TO REAL ESTATE

-9-

The lessors covenant that at the time of the execution of this lease they are the duly qualified and acting Executors of the Estate of Floride Lydia Stone, deceased, and as such have full right to lease the same for the term aforesaid, and will put lessee in actual possession of the premises at the beginning of the said term.

-10-

Lessee shall have the right and privilege to assign this lease or sublet said premises, in whole or in part, for the whole or any part of the term of this lease, or any extension thereof, upon such terms as to it shall seem best, but the lessee will not be relieved in any way of the responsibility of paying the rent.

-11-

In the evemt of the total destruction of the buildings, and improvements on the premises by fire, or otherwise, or such partial destruction thereof as will render the same unfit in the judgment of the lessee for use and occupancy for the purposes for which they are being used under this lease, lessors shall within a reasonable time restore said buildings and improvements to as good condition as they were prior to said destruction or injury, and during the period from the destruction or damage to the date of restoraction, the rent shall abate. Should the lessors fail to restore the buildings and improvements within a reasonable time, not exceeding sixty (60) days, then this lease may be terminated at the option of the lessee, and lessors shall incur no liability for failure to restore the buildings and improvements.

-12-

It is agreed that the lessors shall not terminate the lease for or on account of the failure of the lessee or its sublessees or assigns to pay any monthly rental when due, or to comply with any other terms of this lease, without first giving the lessee a written notice of the intention to so terminate or cancel this lease, not less than thirty (30) days prior to such cancellation or termination. If during the said thirty (30) day period the lessee, its sub-lessee or assigns shall pay said rental installment or comply with the term or condition of the lease stated in said notice, then the right of the lessors to cancel or terminate the lease for the cause mentioned shall cease and be of no effect.

-13-

It is agreed that lessee may make such additions, alterations, replacements and improvements upon the buildings and equipment on said premises as to it shall seem best for the conduct of its business, or for the use of said premises for any purpose authorized hereunder. All of said Alterations and improvements upon the buildings shall be made at the expense of the lessee, and without obligation upon the lessor, and shall become the property of the lessors upon the termination of this lease.

-14-

It is agreed that lessee shall have the right to remove any or all of its equipment and trade fixtures from said premises, at the expiration of this lease or sooner determination, or any extension thereof, and that it may enter upon said premises at any time prior to, or within ten (10) days after the expiration of this lease or any extension thereof, for the purpose of removing any of its property and equipment and fixtures located on said premises.

The word "LESSORS" herein shall be construed to include the said lessors, their successors and assigns, and the word "LESSEE" herein shall be construed to include the said lessee, its successors and assigns.

It is understood and agreed that this lease shall not become binding upon the lessee until executed by a Vice-President thereof.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals in triplicate, this 14 day of October 1940.

Signed and sealed in the presence of:

J. Hudson Williams Gerry Prevost

Signed and sealed in the presence of:

H. J. Barchfeld D. A. Fischer

S. C. Stamps \$2.16

T. C. Stone (SEAL)

T. C. Stone, as Executor of the
Estate of Floride Lydia Stone, deceased.

C. Rivers Stone (SEAL)
C. Rivers Stone, as Executor of the
Estate of Floride Lydia Stone, deceased.

GULF OIL CORPORATION

AFOR AL AL

BY: W. V. Hartmann
Vice-President

Attest:

By:

O. G. Cramer
Assistant Secretary

Personally appeared before me, the undersigned authority H. Hudson Williams, who being duly sworn says that he saw T. C. Stone and C. Rivers Stone, as Executors of the Estate of Floride Lydia Stone, deceased, sign, seal and as their act and deed deliver the foregoing instrument for the purposes therein mentioned, and that he with Gerry Prevost witnessed the execution of same.

SWORN to before me this 16th day of October 1940.

STATE OF SOUTH CAROLINA

COUNTY OF GREENVILLE

Dorothea B. Hill Notary Public

My commission expires: at the pleasure of the Governor of S. C.

SEAT SEAT

J. Hudson Williams

(See next page)