

TITLE TO REAL ESTATE

4. The Lessee agrees that at the expiration or sooner termination of this lease, it will quietly and peaceably surrender up possession of said premises to the Lessors, and all improvements become property of the lessors except in case of sale of property by lessors in which event article 3 will apply.

5. The Lessors agree to allow the Lessee to make such alterations, additions, repairs or replacements to Lessee's equipment on said premises as said Lessee may deem advisable or necessary from time to time.

6. The Lessee agrees that it will not assign this lease or sublet the whole or any part of said premises without the written consent of the Lessors, and that consent by the Lessors to the assignment of this lease or the subletting of all or any part of the premises shall not relieve the Lessee from full liability at all times from the fulfillment of the covenants of said Lease.

7. The Lessors agree that the Lessee may remove from said premises at the expiration or sooner termination of this lease or within fifteen (15) days thereafter, any tanks, pumps, or equipment which have heretofore or may hereafter be installed in, under or upon said premises by the Lessee, PROVIDED, however, that after the removal of said tanks, pumps or equipment the Lessee shall leave the premises in good order and repair.

8. It is mutually agreed between the Lessors and the Lessee that in case said premises shall be damaged by fire or other unavoidable casualty so that the same shall be unfit for occupation and use, a just abatement of the rent shall be made until the same shall be properly repaid by the Lessors, PROVIDED, however, that if the Lessors shall not elect to repair the same, then the Lessee shall have the option of making such repairs, or rebuilding in a manner satisfactory to itself, or declares this lease terminated at the time of such damage.

9. It is agreed by the Lessors and the Lessee that should any of the permits for the operation of a service station on said premises be rescinded at any time during the term of this lease, the Lessee may, at its option, forthwith terminate the lease without incurring any further liability thereunder.

10. After the expiration of the term of this lease, The Atlantic Refining Company is to have an option for an additional 5 years subject to all of the conditions of this lease, excepting only that the rental shall be \$95.00 per month.

11. All promises, undertakings, covenants and agreements made in this lease by the Lessors and/or the Lessee shall be binding upon and shall inure to the benefit of the Lessors and the Lessee and their respective heirs, executors, administrators, successors or assigns.

12. No additional option to lease, after the second five year period, is granted by the Lessors.

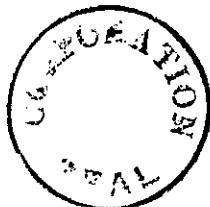
13. IN WITNESS WHEREOF, the Lessors have hereunto set their hands and seals and the Lessee has caused this instrument to be executed and its corporate seal to be hereto affixed by its proper corporate officer thereunto duly authorized the day and year first written.

Executed in the presence of:

J. N. Bates, Jr.)
Ellison G. Webster, Jr.,) as to E. G. W.
M. C. Westervelt
A. M. Andrews) as to W. P. C.
Clara Edwards)
Chris E. Germer) as to The
Laura Craig) A.R. CO.

E. Godfrey Webster (SEAL)
W. P. Conyers (SEAL)

THE ATLANTIC REFINING COMPANY
BY: W. C. Yeager
Vice President
Attest: B. G. McKain JOM.
Ass't. Secretary



State of South Carolina,
County of Greenville.

I, Mary B. Beacham, do hereby certify unto all whom it may concern that Jessie D. Webster, wife of the within named E. Godfrey Webster, respectively, did this day appear before me, and upon being privately and separately examined by me, did declare that they do freely, voluntarily and without any compulsion, dread or fear of any person or persons whomsoever, renounce, release and forever relinquish unto the within named The Atlantic Refining Company, its successors and assigns, for and during the term of the within lease or any renewal or extension thereof, all their interests and estates, and also their rights and claims of dowers, of or to all and singular the premises within mentioned and released.

Given under my hand and seal this 16th day of Sept. 1941.

Mary B. Beacham
Notary Public in and for S. C.



Jessie D. Webster
(Signature of Wife)