APR 7 9 55 AM 1864 BOOK 746 PAGE 195 (LESSOR BUILT S. S.) 28462 ... OLLIE FARNSHURTH APR 7-1964 LEASE TO COMPANY R. M.G. day of March AGREEMENT made this 24th by and between William B. Ducker , his wife, of Irene D. Ducker Greenville 1.0. Kort. 2410 Wade Hampton Blvd. hereinafter called "Lessor", and State of South Carolina HUMBLE OIL & REFINING COMPANY, a Delaware corporation, having an office at 1600 Woodlawn Road, Charlotte, North Carolina hereinafter called "Lessee". WITNESSETH: That Lessor does hereby demise and lease unto Lessee, and Lessee agrees to take all that lot, piece or parcel of land situate in LOCATION Address (Highway, if Rural) DESCRIP-(Township - Inside Town I Outside Town) South Carolina Greenville TION more fully described as follows: All that certain lot of land lying and being in the City of Greer, County of Greenville, State of South Carolina and situated in the Northwest corner of the intersection of East Poinsett Street (S.C. Highway 101) with Line Street (S.C. Highway 357), said lot beginning at an iron bar pin located where the Northern street right-of-way line of East Poinsett Street intersects the Western street right-of-way line of Line Street and running thence along the Northern street right-of-way line of East Poinsett Street N 540 - 43 W 174.10 feet to a 2" iron pipe at the back edge of the sidewalk, joint corner with Mrs. Earnestine W. Ballenger lot; thence running N 34° - 26' E. 109.30 feet to a 2" iron pipe, joint corner with Minnie Lee Hundley lot; thence running S 70° - 43' E 108.00 feet to an old 1 1/2" iron pipe on the Western street right-of-way line of Line Street; thence running along the Western right-of-way line of Line Street S 60 25' W 148.40 feet, Engineer's Description to the point of beginning. together with all rights of way, easements, driveways and pavement, curb and street front privileges thereunto belonging and together with all the buildings, improvements and equipment thereon or connected therewith, and the service station building and facilities hereinafter referred to, including the property listed under Schedule "A" hereto annexed. To hold the premises hereby demised unto Lessee for twenty (20) years, beginning on , 19 64 , and ending on the 31st day of August day of July . 1984 . on the following terms and conditions:

(1) Lessee shall pay the following rent: An annual rental of Three Thousand Two Hundred Ten Dollars (\$3,210.00) in equal monthly installments of Two Hundred Sixty-seven and 50/100 Dollars (\$267.50) each, payable on the first day of each month in advance; and in addition thereto an amount equivalent to One Cent (1¢) for each gallon of gasoline and other motor fuels, in excess of 114,000 gallons sold at said premises during each six months by Lessee, its sublessees or assigns, said additional rental, if any, to be payable within sixty (60) days after the end of each six months in which it is earned. Lessee shall keep, or cause to be kept, such records as will accurately show the number of gallons of gasoline and other motor fuels sold at the demised premises, and will permit Lessor to inspect such records at any time and from time to time during business hours when Lessor desires so to do. Option funds of \$2.00 advanced shall be credited to the first month's rent. (2) Lessee shall have the option of renewing this lease for two (2) additional periods of the try year each, the first of such periods to begin on the expiration of the original term herein granted, and each successive period to begin on the expiration of the period then in effect, upon the same terms and conditions as herein set forth and all of said privileges of renewal shall be considered as having been exercised unless Lessee gives Lessor notice in writing at least thirty (30) days prior to the expiration of the period then in effect of its intention not to RENEWAL (3) Lessor covenants that it is well seized of the demised premises, has good right to lease them and hereby warrants and agrees to defend the title thereto and to reimburse and hold Lessee harmless from any loss by reason of any defect in the title. Lessor agrees to notify Lessee immediately upon any default in payment of mortgage interest or principal, or in payment of taxes or other liens upon the premises and Lessee shall have the right to make such defaulted payments for the account of Lessor. Any sums so advanced by Lessee, including costs and attorneys' fees incurred by Lessee in defending any suits and protecting its rights herein granted, shall bear interest at the rate of six per cent (6%) per annum, and the rent provided for herein may be applied to the payment of such sums and interest, or Lessee may require Lessor to pay any unpaid balance. Should the term of this lease or any renewal term provided for herein, expire before such sums with interest have been fully repaid to Lessee, Lessee may, at its option, continue to occupy said premises on the terms and conditions herein provided until such sums with interest have been fully repaid. exercise such renewal privilege. TITLE

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