1.

LEASE AND LEASED PROPERTY

LESSOR leases to LESSEE and LESSEE leases from LESSOR all of the real estate, buildings, improvements, petroleum dispensing equipment, automotive equipment and other properties, real or personal, owned by LESSOR located in the State of North Carolina, South Carolina, Georgia and Florida, including but not limited to all such property listed and described in the Exhibits A, B, C and D, attached hereto and made part hereof.

Specifically included in the aforesaid property are the following:

All copyrights, trademarks, emblems, designs, names, brand names, patents and inventions now or heretofore owned and used or usable by LESSOR, together with the good will and the corporate name of LESSOR and the right to use and protect the use of the same; provided, however, that the effect of the inclusion of this last described property shall be limited to the states named above.

It is understood by the parties hereto that the lease of the property last described is not intended to prevent or affect in any manner the capacity of the shareholders of the LESSOR corporation to effect a dissolution of the LESSOR corporation or the validity or consequences thereof.

2.

TERM OF LEASE

This lease shall endure for a period of twenty (20) years, commencing on the first day of January, 1958, unless terminated by LESSEE'S execution of the purchase option granted in Paragraph 7 hereof.

3.

RENTAL

In consideration of the execution of this lease, the LESSEE shall pay to LESSOR a rental of SEVENTEEN THOUSAND, EIGHT HUNDRED NINETY-ONE DOLLARS FORTY-FOUR CENTS ($17,891.44) per month for the first three (3) years of this lease; a rental of ELEVEN THOUSAND, EIGHT HUNDRED FIFTY-NINE DOLLARS SIXTY-SEVEN CENTS ($11,859.67) per month for the fourth (4th) and fifth (5th) years of this lease; a rental of FOUR THOUSAND, EIGHTEEN DOLLARS EIGHTY-EIGHT CENTS ($4,018.88) per month for the following five (5) years of this lease; a rental of TWO THOUSAND EIGHT HUNDRED SEVENTY-THREE DOLLARS FIFTY-THREE CENTS ($2,873.53) per month for the next following five

-2-