

TOC 143 - 1/61

6.0 Insurance: LESSEE shall provide, during the term of this lease, in reliable insurance companies authorized to do business in the state in which the leased premises are located: (1) Comprehensive general liability insurance covering the maintenance and operation of leased premises with bodily injury and death limit of Fifty Thousand Dollars (\$50,000) on account of death or injury to one person, and One Hundred Thousand Dollars (\$100,000) for death or injury to more than one person in one accident, and property damage limit of Fifty Thousand Dollars (\$50,000), and (2) Workmen's Compensation Insurance as required by law and Employer's Liability Insurance with minimum bodily injury or death limit of Fifty Thousand Dollars (\$50,000) on account of death or injury to one person and with a minimum bodily injury or death limit of One Hundred Thousand Dollars (\$100,000) for the death or injury to more than one person in one accident.

7.0 Taxes: LESSEE shall furnish LESSOR with a certificate or certificates evidencing that it is carrying the insurance to be provided under this Section. LESSEE agrees to render and pay all future ad valorem taxes and special assessments against the leased premises and improvements (including all personal property owned by LESSOR, all personal property owned by LESSEE, and all personal property located on the leased premises during the term of this lease or any extensions or renewals thereof) thereon which are attributable to the term of this lease or any renewals or extensions thereof. LESSEE will furnish LESSOR a photostatic copy of the pertinent tax receipts immediately after payment of taxes.

8.0 Regulatory Bodies: This lease and the operation of the leased premises shall be subject to all valid applicable State and Federal laws, and orders, directives, rules and regulations of any governmental body or official having jurisdiction. In the event that all or any portion of the leased premises is condemned or taken for a public or quasi-public use, each party shall separately prosecute his claim for damages against the authority so condemning or taking all or any part of the leased premises, whether the same be Federal, State or Municipal Government, or any other governmental authority, or agency having the right of eminent domain.

9.0 Sublease: LESSEE shall not have the right and power to sublet this lease without prior written consent and joinder of the LESSOR in such sublease; provided, however, that LESSEE shall at all times remain liable for the payment of the rent and other sums due hereunder and for all other obligations and covenants of LESSEE provided herein.

10.0 Default of Lessee: In the event LESSEE shall fail to pay the rental herein reserved when and as the same becomes due and payable or fails to pay any other obligation, liability or indebtedness owing LESSOR when the same becomes due, or in the event LESSEE shall fail to use the leased premises and property for the purpose and in the manner herein provided, or in the event of the breach by LESSEE of any of the other terms, covenants and conditions of this lease, or if bankruptcy or insolvency proceedings are instituted by or against LESSEE or if LESSEE becomes insolvent or if LESSEE files a petition for a composition or extension under any provisions of the Bankruptcy Act, or if any attachment, garnishment, execution or any other legal process or proceedings is levied or instituted by anyone other than LESSOR against the said premises or any of the facilities or equipment thereon, or if LESSEE sells, pledges, or mortgages the said premises or property or any part or interest therein or attempts to do so to any party other than LESSOR or allows any lien to attach to same or any interest of LESSEE therein, LESSOR may without notice, terminate this agreement and all LESSEE'S rights hereunder and re-enter and in any manner resume possession of said leased premises, improvements, equipment and facilities, LESSEE hereby waiving all statutory rights and notices whatever.

11.0 Inspection: LESSOR shall have free access to the premises at all reasonable times for the purpose of examining or exhibiting same or to make improvements or alterations on said premises which LESSOR may deem necessary or advisable but not so as to unreasonably interfere with the use and operation of the premises by LESSEE.

12.0 Independent Relationship: None of the provisions of this lease shall be construed as reserving to LESSOR any right to exercise control over the service station business and operations of LESSEE conducted upon the leased premises or to direct in any manner how LESSEE shall conduct the details of his business. It is understood and agreed that the entire control and direction of said activities shall be and remain in LESSEE, subject only to the expressed provisions of this lease and neither LESSEE nor any other persons employed by him shall be deemed or considered for any purpose whatever as employees or agents of LESSOR.

13.0 Miscellaneous:

13.1 A waiver by LESSEE or LESSOR of any term, provision or condition of this lease shall not constitute a precedent nor operate as a waiver of any succeeding breach of the same or any other term, provisions or condition of this lease.

13.2 If the property leased by LESSOR hereunder is not owned by LESSOR in fee simple, but instead is leased or held under some other agreement, then this lease shall be subject to and limited by the terms and conditions in such lease or agreement.

13.3 All notices, payments and demands shall be made by mail addressed to the appropriate party at the following respective addresses:

LESSOR: TENNECO OIL COMPANY  
Real Estate Department  
P. O. Box 18  
Houston 1, Texas

LESSEE: Webster Petroleum Distributing Company, Inc.  
Greenville, South Carolina

or at such other address as one party shall give notice to the other by registered mail.

IN WITNESS WHEREOF, this lease is executed in a number of counterparts each of which shall be an original as of the date first above mentioned.

WITNESSES:

*Henry Delmisch Watson*  
*Gary D. Mason*  
*Doris S. Bramlett*  
*Chas. E. Robinson*

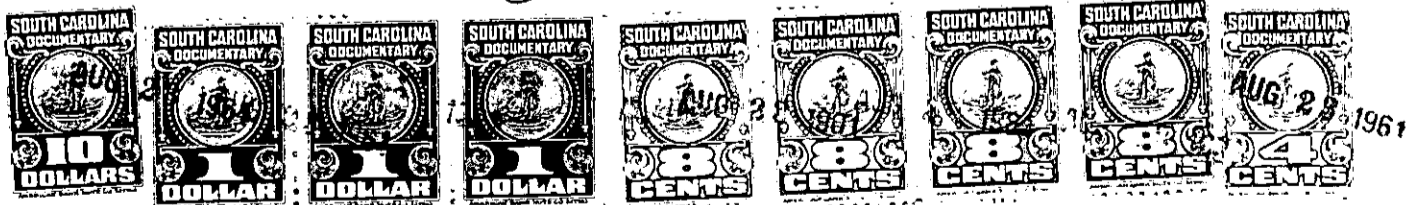
TENNECO OIL COMPANY

By *Leo L. Riebo*  
Vice President LESSOR

ATTEST: *M.H. Zorly*  
Assistant Secretary

WEBSTER PETROLEUM DISTRIBUTING COMPANY, INC.  
X *William M. Webster*  
President LESSEE

ATTEST: *Langhorne T. Webster*  
Secretary



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