

FIRST REFUSAL OPTION

Lessor will not sell or otherwise dispose of the demised premises or any part thereof during the term of this lease or of any extension or renewal thereof unless Lessor shall have first received a separate acceptable bona fide offer for the purchase of the demised premises, and shall have notified Lessee in writing of the names of the party or parties making the same and the price, terms and conditions thereof; and Lessor agrees that Lessee shall thereupon have the prior right to purchase the demised premises at the same price and upon the same terms and conditions as are contained in such offer. Said right may be exercised at any time within sixty (60) days after Lessee's receipt of such written notice of said offer. Lessee's aforementioned right may be exercised by mailing at least two days before the date on which this option shall expire written notice of such exercise to Lessor by registered mail addressed to Lessor at the address above given; and such notice, if so mailed, shall be deemed valid and effective whether or not the same in fact is actually delivered to Lessor. Upon the exercise of the option Lessee shall have a period of thirty (30) days thereafter before being obliged to make payment or accept title to the premises unless by the terms and conditions of said offer a period of more than thirty (30) days is specified for the closing, in which case Lessee shall have such longer period. Any sums owing by Lessor to Lessee at the time of closing by virtue of any provision in this lease shall be deducted from the purchase price. If Lessee fails to exercise its said right to purchase, and for any reason Lessor shall not thereafter sell or convey the demised premises to the party or parties making said offer at the price and upon the terms and conditions thereof, the foregoing conditioned prohibition against Lessor's sale or other disposition of the demised premises shall continue in full force and effect and Lessee's said prior right of purchase shall apply with respect to any new offer for the demised premises, all as more particularly provided above. The covenants and agreements herein contained shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

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LIABILITY

(15) Lessee covenants and agrees to indemnify and save Lessor harmless from any and all claims, demands, suits, actions, judgments and recoveries for or on account of damage or injury (including death) to property or person of Lessee, its agents, servants or other party or parties caused by or due to the fault or negligence of Lessee, its sublessee and assigns in the operation of the service station.

NOTICES

(16) All notices required or permitted to be given by this lease shall be deemed to be properly given if delivered in writing personally or sent by registered mail to the Lessor or to the Lessee as the case may be at the addresses set forth above, or to such other address as may be furnished by either party to the other in writing. The date of mailing shall be deemed the date of giving such notice.

HOLDOVER TENANCY

(17) If Lessee, after giving notice of intention not to exercise renewal privileges in Clause 2 hereof provided or at the end of all of said renewal periods, holds over the premises herein described beyond the termination by limitation of the term without first having renewed or extended this lease by written agreement, such holding over shall not be considered as a renewal or extension of this lease except on a month-to-month basis.

QUIET ENJOYMENT

(18) Lessor covenants that Lessee on paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said leased property for the term aforesaid, subject to the provisions hereof.

Handwritten initials and signatures.

(19) It is understood and agreed that the within lease supersedes and cancels as of September 30, 1961, the lease dated July 19, 1950, which covers the same premises herein described, executed by and between Lessor herein and Esso Standard Oil Company, a Delaware corporation, which said company was on December 31, 1959, merged into and with Humble Oil & Refining Company, Lessee herein, and which said lease is duly recorded in the office of the Register Mesne Conveyance for Greenville County, S. C., in Book 423 at page 141.

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