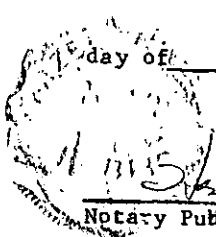


(Incorporate here the acknowledgment of the Lessor in the statutory form of the state where the leased property is situated.)

STATE OF South Carolina
COUNTY OF Greenville

Personally appeared before me B. F. Bryant,
who being duly sworn says that he saw Mrs. Mary R. Williams
sign, seal and as (his) (her) act and deed deliver the foregoing instrument for
the purposes mentioned therein and that he, with James M. Bryant
witnessed the execution of the same.



SWORN to before me this 16th
day of August, 1968

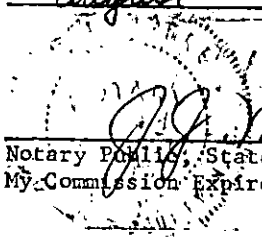
(SEAL) B. F. Bryant

Shel D. ...
Notary Public
My Commission Expires: 1/1/1971

NORTH CAROLINA
MECKLENBURG COUNTY

Personally appeared before me J. J. Moore, who
being duly sworn, says that he saw the within named Humble Oil & Refining Company,
a Delaware corporation, by H. W. McKein, the Marketing
Manager of its Southeastern Region, sign the within instrument and as its
act and deed, deliver the same and that he with E. D. George
witnessed the execution.

SWORN to before me this 26th day of
August, A. D., 1968.



J. J. Moore

Notary Public, State of North Carolina
My Commission Expires: 8-22-69

Filed for record in the office of
the R. M. C. for Greenville
County, S. C. at 1:34 P.M.
Aug. 28, 1968
and recorded in Book 851
at page 205

R. M. C. for G. Co. S. C.

CONSENT OF OWNER AND MORTGAGEE

As an inducement to Lessee to enter into the foregoing lease extension, the undersigned owner or mortgagee consents to the terms of the within extension of lease and agrees that the Lessee may enter upon the premises described therein at any time and remove therefrom any and all structures, improvements and equipment placed thereon by the Lessee or acquired by Lessee from any predecessor in title and hereby waives all right to levy or distrain against said structures, improvements or equipment for rent or otherwise.

The undersigned owner further agrees that in the event Lessor defaults in any of the terms or conditions of the lease under which the said Lessor holds the above described property, the undersigned owner will give prompt written notice thereof by registered mail to said Lessee, such notice to be accompanied by a copy of the original lease and any supplements thereto under which said Lessor holds the premises; and so long as said Lessee shall after receipt of said notice of default pay or cause to be paid to the undersigned owner the monthly rental thereafter accruing under the lease of the undersigned owner to said Lessor, the right of said Lessee to remain in possession of the said premises under the terms and provisions of its said lease shall not be disturbed, provided said Lessee shall notify the undersigned owner in writing within ten days after the receipt of said notice of default of its desire to retain possession of the said premises upon the terms and conditions aforesaid, but in no event shall said Lessee be obligated for any rental after the end of any month in which it may surrender the premises.

IN WITNESS WHEREOF the undersigned ^{have} _{has} hereunto set ^{their} _{his} hand and seal this 16th
day of August, 1968

B. F. Bryant
Witness

Mrs. Mary R. Williams (L. S.)
Owner

Witness

(L. S.)
Mortgagee

Extension of Lease Recorded August 28, 1968 At 1:34 P.M. # 4983