

dated September 30, 1971, in the face amount of \$1,300,000.00 and recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1208, page 271.

The two mortgages set forth above were modified by written agreement dated September 30, 1971, and recorded in the RMC Office for Greenville County, S. C., in Mortgage Book 1208, page 279.

The rights of Humble as Tenant under said Lease to a first refusal option shall be subordinate to the lien of the aforesaid mortgages and to the lien of any mortgage given to Jefferson Standard to refinance the aforesaid mortgages. The refusal option on the leased premises is not applicable to a foreclosure sale, in which event the leased premises shall be sold subject to the Lease Agreement to the highest bidder.

IN THE PRESENCE OF: JEFFERSON STANDARD LIFE INSURANCE COMPANY

By Richard Host  
Vice President

Linda L. Pinelton Attest: John E. Redman  
Assistant Secretary

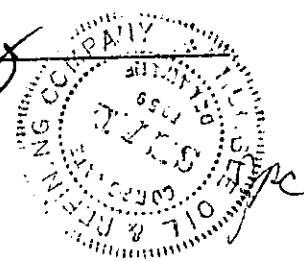
Jane R. Halligant

HUMBLE OIL & REFINING COMPANY

H. E. Latta

By M. M. Baran  
Real Estate Manager

[Signature]



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