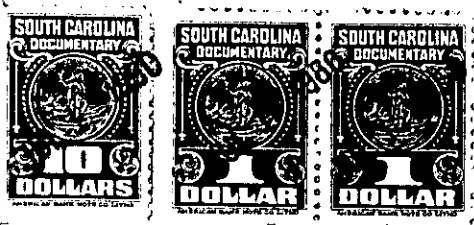


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JUL 1 1950 15987
10 A.M.

(LESSOR IMPROVED SERVICE STATION)



APPROVED		
1st	2nd	3rd
705/50	(1000)	
11/1/50		DATE

THIS LEASE, made this 23rd day of November, 1950, between Ralph L. Powell, and Mary B. Powell, his wife, of Greenville, South Carolina

hereinafter referred to as "LESSOR," and THE AMERICAN OIL COMPANY, a corporation duly organized under the laws of the State of Maryland, hereinafter referred to as "LESSEE";

1. WITNESSETH: that LESSOR, in consideration of the rent hereinafter expressed to be paid, doth hereby demise and lease unto LESSEE, its successors and assigns, the property situate, lying and being in the City of Greenville, County of Greenville, State of South Carolina, and more particularly described as follows:-

11/1/50
HE

Beginning at the intersection of the property line in the W. margin of N. Main Street with the property line in the North side of W. Stone Ave. and running thence with the property line in the North side of W. Stone Ave. N. 84 1/2 degrees W. a distance of Eighty-eight (88') feet, more or less, to a corner, the line of lot #11, thence with the line of said lot #11 N. 5 1/2 degrees E, a distance of Ninety-three (93') feet, more or less, to the W. end of the face of a retaining wall; thence about East and along the face of said retaining wall a distance of One-hundred eight (108') feet, more or less, to an iron pipe in the property line in the W. margin of N. Main Street; thence with the property line in the W. margin of N. Main St. S. 19 degrees W. a distance of Eighty-seven (87') feet to the beginning point. Being the Southern part of Lot #1 as shown on Map 3 of Stone Land Company and recorded in Vol. VV at page 542. Being the property conveyed to the Grantor by Deed of E. Inman, Master, dated April 15, 1933 and recorded in the R.M.C. Office for Greenville County, S. C. in Deed Book #173 at page #10.

(The property above described being shown outlined in red on the attached blueprint).

2. TOGETHER WITH all buildings and improvements thereon, and all rights, alleys, ways and appurtenances thereunto belonging or in anywise appertaining; and together with all LESSOR'S right, title and interest in and to all sidewalks, alleys and street spaces abutting the demised premises.

3. TO HAVE AND TO HOLD the aforesaid premises unto LESSEE, subject to the provisions of this lease, for the term of Ten (10) Years beginning on the 1st day of March 1950, and ending on the 29th day of February 1960;

4. The said LESSEE, yielding and paying unto the said LESSOR as rental the sum of Two Hundred Fifty Dollars (\$250.00) per month, payable on the first day of each month in advance.

it being understood and agreed, however, that said rent hereunder shall not begin or accrue until such time as LESSOR shall have erected and finally completed a drive-in gasoline service station upon the demised premises, as hereinafter provided, and shall have delivered actual possession thereof to the LESSEE. LESSEE may apply all or any part of the rentals accruing under this lease to the payment of any sum or sums owing or that may become owing by LESSOR to LESSEE at any time during the continuance of this lease.

AND THE PARTIES HERETO do further covenant and agree together as follows:

5. LESSEE shall have the following options to renew and extend this lease at the rental hereinafter mentioned, viz.:

M.B.P.
R.L.P.
H.H.P.
(a) An option to renew and extend this lease for a further term of Five (5) years next succeeding the term of this lease, at a rental during such renewal term of the sum of Two Hundred Fifty Dollars (\$250.00) per month, payable on the first day of each month in advance. NAME

M.B.P.
R.L.P.
H.H.P.
(b) A further option to renew and extend this lease for a further term of Five (5) years next succeeding the expiration of the first renewal period above mentioned, at a rental during such second renewal term of the sum of Two Hundred Seventy-Five Dollars (\$275.00) per month, payable on the first day of each month in advance. NAME

(c) A further option to renew and extend this lease for a further term of ----- years next succeeding the expiration of the second renewal period above mentioned, at a rental during such third renewal term of -----

it being agreed that in the event of the exercise by LESSEE of said renewal options or any thereof, all covenants, terms,