

LEASE AGREEMENT

S. C. Stamps \$4.84

THIS AGREEMENT OF LEASE, made and entered into this 24th day of November, 1941, by and between Woodside Cotton Mill Company, a South Carolina Corporation, of Greenville County, State of South Carolina, Lessor, and the Gulf Oil Corporation, a corporation organized and existing under the laws of the State of Pennsylvania, Lessee, WITNESSETH:

- 1 -

That lessor has this day rented and leased to lessee, a certain parcel of land located near the City of Greenville, State of South Carolina, and County of Greenville, and described as follows:

Beginning on the west side of Woodside Avenue, with the corner of a building now occupied by Croswell Company, and running thence N. 20-50 E. 150 feet to an iron pin on Woodside Avenue, 40 feet, more or less, from the southwest intersection of Woodside Avenue and Fourth Street; thence N. 69-10 W. 65 feet to an iron pin; thence S. 27-35 W. 109.9 feet to an iron pin; thence S. 54-35 E. 43 feet to an iron pin; thence S. 29-16 E. 46.8 feet to the beginning corner.

Said leased premises shall include the above described real estate together with all appurtenances, driveways, and street front privileges, and all improvements and buildings situate thereon, or to be erected thereon.

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Said premises are leased for the purpose of the sale and storage thereon of gasoline, petroleum and petroleum products, or the conduct of other business usually and customarily conducted at gasoline service stations.

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The buildings, driveways, improvements are to be erected and constructed and installed by the lessor at his expense according to plans, specifications and building contract which have been approved by the lessor and lessee in writing. Said buildings and all improvements are to be constructed by the lessor in strict accordance with said plans and specifications; the work is to be begun promptly after this lease has been fully executed and acknowledged by all parties hereto and completed within a reasonable time thereafter. The term of this lease shall commence when said buildings and improvements are completed and ready for occupancy by the lessee and all equipment has been installed, which fact is to be evidenced by the Certificate of Completion of Building of the architect employed by the lessor, or if any architect is not employed, by the contractor employed by the lessor, and by acceptance of said station by lessee in writing, so that the term of this lease shall commence on the date to be determined as above by delivery of Certificate of Completion of Building and by acceptance of said station by lessee in writing and shall run for a period of ten (10) years thereafter.

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During the original term of this lease agreement, the lessee agrees to pay to the lessor a rental of One Hundred & 56/100 Dollars (\$100.56) per month, payable within ten (10) days after the end of said month. It is agreed that the lessee shall have the right to extend this lease for one additional term of five years at a rental of Fifty and no/100 Dollars (\$50.00) per month, payable within ten (10) days after the end of each month, by giving lessor written notice of its election to exercise this right of extension at least thirty (30) days before the expiration of the original term or the expiration of the first five years renewal or extension term.

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It is understood and agreed that should the lessee hold over the premises herein described beyond the determination by limitation of the term herein created, or any extension thereof, without first having extended this lease by written agreement, such holding over shall not be considered as a renewal or extension of this lease for a longer period than one (1) month.

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Lessor, for himself, his heirs, representatives, successors and assigns, agrees to keep the premises free and discharged of liens and encumbrances affecting the title thereto, except mortgages or deeds of trust to Lessee, and further covenants that lessee, its successors and assigns, shall have continuous, peaceful, uninterrupted and exclusive possession and quiet enjoyment of the entire premises during the term of this lease or extension thereof, the breach of which covenant by operation of law or for any other reason even if affecting only a portion of the premises, if not promptly corrected, will entitle the lessee at its option to terminate and cancel this lease and to remove its equipment and all improvements owned or placed by it on the premises. Lessor further agrees that if lessee should be made a party in any legal proceeding affecting the lessee's right of continuous and quiet possession the lessor will reimburse the lessee for any reasonable attorney fees or other expense incurred by lessee in defending its right under this lease, and any such expenses may be applied by lessee upon rental due or to become due.

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The lessor agrees to pay all taxes and assessments and charges of all kinds upon the