

3. The rental for the demised premises and other terms and conditions of the Lease between the parties are contained in that certain Lease Agreement between Landlord and Tenant dated October 20, 1971, and this Short Form Lease is subject to all the covenants, conditions and terms set forth in said Lease Agreement, which Lease Agreement is hereby adopted and made a part hereof by reference to the same full extent, as if all of the conditions and terms thereof were copied in full herein.

4. Under said Lease Agreement, Landlord grants to Tenant options to make three (3) successive renewals of said Lease of five (5) years each.

5. Under said Lease Agreement, Landlord grants Tenant the exclusive option, exercisable at any time during the term of the Lease or any renewal or extension thereof, to purchase the premises, free and clear of all liens and encumbrances for the purchase price set forth therein.

6. Under said Lease Agreement, Landlord agrees that Landlord shall not prior to the beginning of nor during the term of the Lease or any renewal thereof sell, lease, grant options in respect of, or otherwise dispose of the whole or any part of said premises, any real property including the same or the whole or any part of Landlord's reversionary interest therein, without giving Tenant a sixty (60) day option within which to purchase, lease or otherwise acquire the premises or any real property, including the premises or such reversionary interest therein, on the same terms and conditions as those on which Landlord is willing to make such sale, lease or other disposition to any other property, and Landlord shall promptly notify Tenant in writing of all of said terms and conditions and submit with such notice to Tenant a full and accurate copy of any bona fide offer acceptable to Landlord which Landlord may have received, duly attested by Landlord.

7. Under said Lease Agreement, Landlord covenants that no real property located within one thousand (1,000) feet of the premises and either now or subsequently, directly or indirectly, owned, leased or controlled by Landlord shall be developed or used, in whole or in part for the retail sale of automotive fuel and lubricants, provided, however, that this provision shall not apply to the premises. This covenant shall be deemed and construed as a covenant running with the land for any term of the Lease, and any renewal or extension thereof, in favor of Tenant, its successors or assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Short Form Lease and affixed their respective seals thereto as of the date first above written.

Signed, sealed and delivered as to LANDLORD in the presence of:

Kelly M. Glavin
Jean L. Glover
Notary Public

PROPERTIES Unlimited Inc
Lawrence E. McKain (L.S.)
Henry K. McDow (L.S.)
Secretary

Signed, sealed and delivered as to MOBIL OIL CORPORATION in the presence of:

MOBIL OIL CORPORATION
BY: D. S. Jackson
ASSISTANT CONTROLLER
(Authorized Officer)

TESTES: D. S. Jackson
D. S. JACKSON
ASSISTANT SECRETARY
Notary Public
STATE OF SOUTH CAROLINA
COUNTY OF GREENVILLE

OGC Approved
Date: 11/17/72
By: Jean L. Glover

(As to Mobil Oil Corp.)
WITNESS: D. S. Jackson

PERSONALLY appeared before me Jean L. Glover, who being duly sworn said that she saw ~~the President and Secretary of Properties Unlimited, Inc.~~ Lawrence E. McKain and Henry K. McDow ~~President and Secretary of said Properties Unlimited, Inc.~~ sign and attach the same and that she with Henry K. McDow witnessed the execution and delivery thereof as the act and deed of the said Properties Unlimited, Inc.

SWORN to before me this 28th day of October, 1971.

Kelly M. Glavin
Notary Public My commission expires 4/23/77 (Continued on next page)

Jean L. Glover