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lubricating oils, greases, heating oils, solvents, or any fuel ingredient or product for the propelling of motor vehicles, upon any property within a radius of two thousand feet of the boundary lines of the property hereby demised; nor will Lessor, during such period, sell, rent or permit to be occupied or used for such purposes any property owned, leased or controlled by Lessor within said area, nor display or permit to be displayed upon any such property within said area any advertisement of any of the aforementioned products other than the products of Lessee; and Lessor further covenants and agrees that in any lease, deed or other agreement, hereafter executed affecting any property owned, leased or controlled by Lessor within such area, Lessor will insert such restrictive clauses and covenants as will prevent any such property from being used during the period aforesaid for any purposes herein prohibited. In the event of the purchase of the demised premises by Lessee, Lessor further covenants and agrees to insert in the deed conveying said premises to Lessee a covenant restricting Lessor and Lessor's heirs, personal representatives, successors and assigns, from using or permitting the use of any premises of Lessor within said radius of two thousand feet of the boundary lines of the demised premises for the storage, handling, sale or advertising of any gasoline, motor-fuel, kerosene, lubricating oils, greases, heating oils, solvents, or any fuel ingredient or product for the propelling of motor vehicles, for a period of ten years from the date of such deed.

Lessor covenants that Lessee, its successors and assigns, upon paying said rent and performing the covenants on its part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid and any renewal periods.

Lessor covenants and agrees to warrant, protect and defend Lessee, its successors and assigns, from and against any and all loss or damage that Lessee may sustain by reason of the enforcement of any mortgage, or other lien upon the demised premises; and agrees to secure from the requisite parties and deliver unto Lessee prior to the date of possession, such waivers of priority as Lessee shall require for the purpose of subordinating any existing mortgage or mortgages or other liens against the demised premises to the terms and provisions of this lease, otherwise Lessee shall have the right to terminate this lease; and Lessor further covenants that if foreclosure or other proceedings shall be instituted upon any such mortgage or lien, Lessor will immediately notify Lessee thereof by registered mail. It is further agreed that in the event a title examination shall disclose that Lessor is not the sole owner of the property hereby demised, or that Lessor's title thereto is defective, or in the event there are any restrictions against the property prohibiting the use thereof as a gasoline filling and service station, Lessee shall have the right to terminate this lease.

Lessor covenants and agrees to protect, indemnify and save harmless Lessee, its successors and assigns, from any damage, cost or expense in shoring up or protecting the demised premises occasioned by or as a result of any excavations or building operations on adjoining premises, change in grade of any adjoining streets, alleys or highways, and Lessor further covenants and agrees that in the event of any change in grade of adjoining streets, Lessor will reimburse and indemnify Lessee against all cost, damage and expense in re-adapting the demised premises for use as a gasoline filling and service station.

It is further covenanted and agreed that in the event of any change in grade of any adjoining streets, alleys or highways, or the condemnation of the whole or any part of the demised premises, Lessee may, in the event it shall deem that the demised premises, or such portion thereof as shall remain after such condemnation, is not suitable for the purposes of a gasoline filling and service station, at its option, terminate this lease, in which event all liability on the part of Lessee for payment of rent shall cease upon payment proportionately to date of such termination; or Lessee may continue in possession of the remaining portion of the demised premises, in which event there shall be a proportionate reduction in rental in the same ratio as the area taken shall bear to the entire area included in this demise; and in addition to the foregoing, Lessee shall have any and all right or rights of action for all damages which may accrue to it against any person, firm or corporation by reason of any condemnation or other taking of the demised premises or any part thereof.

It is hereby further agreed that Lessee shall have the right to terminate this lease, or any renewal or extension thereof, at any time upon not less than thirty (30) days' prior written notice to lessor and payment to Lessor as consideration for such termination of a sum equal to the amount of rent paid by Lessee for the three-month period immediately preceding such notice of termination.

Any notice required or intended to be sent to Lessor under the terms of this lease shall be sufficient if posted by registered mail addressed to Mrs. Willie H. Martin, at Beattie Building, Greenville, South Carolina,

Any notice required or intended to be sent to Lessee under the terms of this lease shall be sent by registered mail addressed to Lessee at the American Building, Baltimore, Maryland.

No assignment or change of interest by Lessor in the premises hereby demised, whether recorded or unrecorded, shall be binding upon Lessee unless and until Lessee shall be actually notified thereof by registered mail, and in no event shall such assignment or change of interest affect this lease or the purchase option rights of Lessee hereunder.

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