

be applied on the rental due or to become due under the terms of this lease. The lessee shall pay the taxes on its property and equipment on the leased premises.

- 8 -

It is understood and agreed that if for reason of any law, ordinance, injunction or regulation of properly constituted authority lessee is prevented from using all or any part of the property herein leased as a service station for the sale and storage of gasoline and petroleum products, or if the use of the premises herein demised shall be in any manner restricted for the purposes stated in this agreement, or should the State or any other municipal authority refuse at any time during the term or renewal or extension of this lease to grant such permits as may be necessary for the installation of reasonable equipment and the operation of said premises for the purposes stated, the lessee may, at its option, surrender and cancel this lease, remove its improvements and equipment from said property and be relieved from the payment of rental or any other obligation as of the date of such surrender.

- 9 -

The lessor covenants that at the time of the execution of this lease, it has full right to lease the same for the term aforesaid, and will put lessee in actual possession of the premises at the beginning of the said term.

- 10 -

Lessee shall have the right and privilege to assign this lease and/or sublet said premises, in whole or in part, for the whole or any part of the term of this lease, or any extension thereof, upon such terms as to it shall seem best.

- 11 -

In the event of the total destruction of the buildings and improvements on the premises by fire, or otherwise, or such partial destruction thereof as will render the same unfit for use and occupancy for the purpose stated in this lease, lessor shall within a reasonable time restore said buildings to as good condition as they were prior to said destruction or injury, and during the period from the destruction to the date of restoration, the rent shall abate. Should the lessor fail to restore the buildings and improvements within a reasonable time, not exceeding sixty (60) days, then this lease may be terminated at the option of the lessee.

- 12 -

It is agreed that the lessor shall not terminate the lease for or on account of the failure of the lessee or its sublessees or assigns to pay any monthly rental when due, or to comply with any other terms of this lease, without first giving the lessee a written notice of the intention to so terminate or cancel this lease, not less than thirty (30) days prior to such cancellation or termination. If during the said thirty (30) day period the lessee shall pay said rental installment or comply with the term or condition of the lease stated in said notice, then the right of the lessor to cancel or terminate the lease for the cause mentioned shall cease and be of no effect.

- 13 -

It is agreed that lessee may make such additions, alterations, and improvements upon the buildings and/or equipment on said premises, including the walls, partitions, electric wiring and lines, as to it shall seem best for the conduct of its business, or the use of said premises for any purpose authorized hereunder. All of said alterations and improvements shall be made at the expense of the lessee, and without obligation upon the lessor.

- 14 -

It is agreed that lessee shall have the right to remove all of its equipment, including storage tanks, pumps, pipe lines, office equipment, signs, electrical and other kinds, and all trade fixtures and equipment used in the operation of the lessee's business on said premises, at the expiration of this lease or sooner determination, or any extension thereof, and that it may enter upon said premises at any time within ten (10) days after the expiration of this lease or any extension thereof, for the purpose of removing any of its property and equipment and fixtures, or leased by it and installed on said premises.

- 15 -

The word "Lessor" herein shall be construed to include the said party of the first part, and its successors and assigns, and the word "Lessee" herein shall be construed to include the said party of the second part, its successors and assigns.

It is understood and agreed that this lease shall not become binding upon the lessee until executed by a Vice President thereof.

In witness whereof, the said parties have hereunto set their hands and seals in triplicate, this 9th day of November, 1939.

Signed and sealed in the presence of:

John D. Pellett
A. W. Carter

AIRPORT COMMISSION OF THE CITY OF GREENVILLE
AND COUNTY OF GREENVILLE OF THE STATE OF SOUTH
CAROLINA. (SEAL)
BY: R. F. WATSON

CHAIRMAN

Attest: Wm. T. Adams, Secretary.