

not be required to replace or relocate any buildings, structures, tanks or machinery removed or relocated with the express consent of Lessor. Lessee shall have the right to remove from said premises all buildings, structures, pumps, tanks, machinery and equipment placed thereon by Lessee.

5. In case the premises in Lessee's opinion are rendered unfit for operation as a gasoline filling station by reason of fire, storm, explosion, or any other cause, no rental shall accrue or is to be paid from the beginning of such unfitness until the property is put in tenantable condition and the Lessee is able to and does occupy said premises for the purposes herein described. Should Lessor default in making any necessary repairs or restoration, Lessee may at its option either terminate this lease upon written notice or Lessee may have the necessary repairs done for the account of Lessor and Lessor shall pay Lessee upon demand, the expense thereof. Should Lessor fail so to reimburse Lessee for the expense of such repairs, Lessee may withhold from any rentals payable hereunder as they accrue such amounts as may be necessary fully to reimburse Lessee.

6. Lessor represents that all necessary permits have been obtained to permit the storage, handling, advertising and sale of gasoline, lubricants and automobile accessories and for any and all business usually conducted in connection with gasoline service stations, and that any and all permits or licenses required therefore which have been taken out are valid and now in force and effect. Lessor agrees to transfer to Lessee any and all such permits or licenses issued to Lessor for the storage, handling, advertising and sale of petroleum products at said premises if such permits or licenses are transferable.

7. Lessee shall have the privilege and option of renewing this Agreement for five (5) additional periods of one (1) year each, the first of such periods to begin on the expiration of the first period herein granted, and each successive period to begin on the expiration of the period then in effect, upon the same terms and conditions as herein set forth and all of said privileges of renewal and extension shall be considered as having been exercised unless Lessee gives Lessor notice in writing at least thirty (30) days' prior to the expiration of the period then in effect of its intention not to exercise such renewal privilege.

However, it is understood that in the event the lessee exercises its option to renew this lease for the five additional periods of one year each, that the lessor shall have the option of terminating said renewal periods at the end of the fourth year, provided thirty days previous notice in writing is given to the lessee by the lessor.

9. Lessor covenants that it is well seized of the demised premises, has good right to lease the same and warrants and agrees to defend the title thereto and to reimburse and hold Lessee harmless from any damages and expenses which Lessee may suffer by reason of any reconstruction, encumbrance or defect in the title to the premises.

10. (marked out)

11. Any notice to be given by Lessee to Lessor shall be sufficiently given, if in writing, and delivered to Lessor, or mailed, postage prepaid, to Lessor at the premises herein described, or at such other address as may at any time be furnished by Lessor to Lessee.

The covenants and agreements herein contained shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

In witness whereof, the parties hereto have executed this agreement the day and year first above written.

P. F. Cureton, Jr.

Witness:

Geo. E. Williams,

Witness

Attest: M. L. Wharton

State of South Carolina,
County of Greenville.

Personally appeared before me Geo. E. Williams, who being duly sworn says that he saw P. F. Cureton, sign, seal, and as his act and deed deliver the foregoing instrument for the purposes mentioned therein and that he with P. F. Cureton, Jr. witnessed the execution of the same.

Sworn to before me this 28 day of March, 1940.

W. W. Hunt

Notary Public for South Carolina.

P. F. Cureton

Lessor

STANDARD OIL COMPANY OF NEW JERSEY
(Company)

BY: A. M. GRAVES

MANAGER

M.L.W.

S. C. Stamps \$0.16

Recorded May 13, 1940 at 2:31 P.M. #6928 BY: E.G.