

current used by LESSEE upon the demised premises.

10. LESSOR covenants and agrees that LESSOR will not, at any time during the continuance of this lease or any extension thereof, or at any time within a period of ten years following any purchase of the demised premises by LESSEE, directly or indirectly sell, or offer for sale, or engage in the business of handling, or selling any gasoline, motor-fuel, kerosene, lubricating oils or greases, 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 or greases for a period of ten years from the date of such deed.

11. LESSOR covenants that LESSEE, 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.

12. 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

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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.

13a. Any notice required or intended to be sent to LESSOR under the terms of this lease shall be sufficient if delivered in writing personally or posted by registered mail addressed to Elias Howard, 415 Rutherford Street at Greenville, South Carolina. Date of service of a notice served by mail shall be the date on which such notice is deposited in a mailing receptacle of the United States Post Office Department.

13b. 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 American Building, Baltimore, Maryland

14. Rentals hereunder shall be paid by check to Elias Howard, provided, however, that LESSOR at 415 Rutherford Street, Greenville, S. C. may change such instructions from time to time by written notice to LESSEE in accordance with paragraph 13b hereof.

15. 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 renewal or purchase option rights of LESSEE hereunder.

16. LESSOR agrees to promptly make, at his own cost and expense, all repairs to the demised premises and the buildings, driveways and improvements thereon, which may be or become necessary to maintain the demised premises in good order and condition for the purposes of a gasoline filling and service station, and to make any and all repairs, alterations or improvements to the demised premises which may be required by public authority, and should LESSOR fail or refuse to immediately make the required repairs, alterations or improvements upon notice from LESSEE as to the necessity therefor, LESSEE shall have the right, at its option, to make such repairs, alterations or improvements at the expense of LESSOR, whereupon LESSEE shall have a lien upon said premises for the expenditures so made by it, and is hereby authorized to deduct same from any rents or other amounts payable to LESSOR, or may require LESSOR to reimburse LESSEE therefor in whole or in part; or LESSEE may, at its option, terminate this lease forthwith. It is further understood and agreed that rental hereunder shall abate during such period as the premises shall be untenantable for the purposes contemplated by this lease. In the event the buildings or improvements upon the demised premises shall be destroyed or rendered untenantable for the purposes herein mentioned by reason of fire or unavoidable casualty, LESSEE shall have the right, at its option, to terminate this lease. In the event of any termination of this lease pursuant to any right reserved in this paragraph, all liability on the part of LESSEE for payment of rent shall cease and determine upon payment proportionately to the date of such termination of this lease.

17. Should LESSEE hold over the demised premises after the expiration of the term hereof, or of any exercised renewal or extension period, such holding over shall, in the absence of a written agreement between the parties therefor, be deemed to be a tenancy from month to month upon the same terms and conditions.

18. The terms, conditions and covenants of this lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns, and shall run with the land; and where more than one party shall be lessors under this lease the word "LESSOR" whenever used in this lease shall be deemed to include all parties lessor jointly and severally.

19. LESSOR covenants that LESSOR has the right, full power and lawful authority to execute these presents, and all parts thereof, in the manner aforesaid, and that LESSOR will do, execute, acknowledge and deliver, or cause to procure to be done, executed, acknowledged and delivered, all such further acts and papers as may be necessary for the better assuring unto LESSEE, its successors and assigns, of the performance of all the covenants and agreements herein.

20. (Special provisions)

S. H.  
J. R. H.  
E. H.

Paragraph 16 above is amended to the effect that Lessee will bear the entire cost of repainting the service station building inside and out as Lessee may deem necessary. Further, Lessee assures full responsibility for any breakage of window glass and plate glass caused by Lessee or its agents and will bear the full cost of replacement thereof.

M. J. H.



21. This lease embodies the entire agreement between the parties hereto relative to the subject matter hereof and shall not be modified, changed or altered in any respect except in writing.  
22. This lease shall not be deemed to have been accepted by LESSEE, nor shall the same be binding upon LESSEE, unless and until the same shall have been duly signed by its Vice President or General Manager, and a signed copy thereof delivered to LESSOR.

IN WITNESS WHEREOF, the parties hereto have duly signed these presents and affixed their respective seals, the day and year first above written.

Witness: ..... (SEAL)