

products or other motor fuel, Lessee shall have the right, at its option, to terminate this lease on not less than thirty (30) days notice to Lessor. Provided that this paragraph shall not apply should such inability to obtain such license or permit or renewal thereof be due to the Lessee's own wrongful acts or delicts. If any governmental unit or person acting under governmental authority shall commence any change in any street, road or highway now serving the premises and if such change when completed would substantially diminish the value of the leasehold, then Lessee may, at any time after such commencement of change, terminate this lease on not less than thirty (30) days notice to Lessor.

18. As a part of the consideration hereof and without prejudice to the foregoing options Lessee at all times shall have the following pre-emptive right: Lessor shall not during the term of this lease or any renewal thereof sell, lease, grant options in respect of, or otherwise dispose of the whole or any part of said leased premises, any real property including the same or the whole or any part of Lessor's reversionary interest therein without giving Lessee a thirty (30) 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 Lessor is willing to make such sale, lease or other disposition to any other party, and Lessor shall promptly notify Lessee in writing of all of said terms and conditions and submit, in writing, any bona fide offer acceptable to Lessor which Lessor may have received. If Lessee elects to exercise said pre-emptive right it shall do so in writing within thirty (30) days after receipt of notice of the terms and conditions and the closing shall take place at Greenville, South Carolina sixty (60) days subsequent to the exercise of said pre-emptive right, at which closing Lessor shall, in the case of the conveyance of the fee, deliver to Lessee a good and valid full covenant warranty deed conveying a good and marketable title and a good and clear record title free and clear of all liens and encumbrances or, in the case of any lease or other disposition of said premises, any real property including the same or of Lessor's reversionary interest therein, deliver to Lessee an instrument in form and substance satisfactory to Lessee and sufficient to transfer to Lessee the interest proposed to be disposed of. Failure to exercise this right on one or more occasions shall not affect the right of Lessee to exercise its pre-emptive right upon any occasion thereafter arising during the term of this lease or any renewal thereof.

19. Lessor covenants that Lessor is the sole owner of the premises and that Lessor has full right to lease same as herein provided.

20. Lessee grants to the Lessor the right and privilege to make inspections of its books and records and the books and records of any operator of said filling station on said premises at reasonable times, provided Lessor shall have no right to inspect Lessee's or operator's books except as to matters pertaining directly to the operation or sale of gasoline on the leased premises.

21. Lessee agrees to maintain the buildings and improvements and the grounds in a clean and sightly condition.

22. Lessee shall not sell or permit the sale of alcoholic beverages of any kind or nature on the leased premises.

23. In the event Lessee defaults under the aforesaid mortgage or any extension thereof, or in the event of failure of the Lessee to pay the rental when due or in the event the business of the Lessee is discontinued or the premises vacated before the expiration of this lease, or the Lessee goes into voluntary or involuntary bankruptcy or receivership or makes a