

its option by giving written notice thereof to Lessor at any time within the term hereof. Unless Lessee shall surrender possession of the demised premises upon the expiration of the term hereof, or any extension or renewal thereof, this lease shall continue in full force and effect until terminated by either party at any time thereafter on thirty (30) days' written notice.

2. For each month during the term hereof, or any renewal or extension thereof, Lessee shall yield and pay rental for said premises, station and appurtenances in accordance with either of the following:

a. The sum of \$ 425.00 per month; ~~xx~~ payable monthly in advance on the fourth day of each month.

~~b. A sum equal to \_\_\_\_\_ cent per gallon of all gasoline which shall be delivered by Lessee to said station and which shall be sold from and through said station during the month for which rental is to be computed, provided, however, that Lessee shall not be obliged to pay any amount in excess of \$ \_\_\_\_\_ as rental for any month under this provision.~~

~~Lessee shall have the option at the end of each month of accepting payment of rent specified in either subdivision "a" or "b" above, and Lessor shall not be entitled to receive and Lessee shall not be obliged to pay rental for any month under both subdivisions. The monthly periods for which rentals shall be due and payable shall be calendar months. All rentals shall be payable within twenty days after the end of each month. PROVIDED, HOWEVER, NO RENTALS SHALL ACCRUE OR BECOME PAYABLE HEREUNDER BY LESSEE UNTIL THE DATE ON WHICH THE FIRST DELIVERY OF GASOLINE IS MADE BY LESSEE TO THE PREMISES DESCRIBED HEREINAbove, REGARDLESS OF THE DATE POSSESSION THEREOF MAY BE DELIVERED TO LESSEE, AND LESSOR DOES HEREBY WAIVE ANY AND ALL CLAIMS FOR RENTAL ACCRUING OR TO ACCRUE HEREUNDER PRIOR TO SAID DATE OF DELIVERY OF GASOLINE.~~

All rentals shall be payable to Morgan Goldsmith, as Guardian of Paul Goldsmith and Betty Jane Goldsmith, a minor, and may be paid by check delivered at or mailed to No. 114 West McBee Avenue ~~xxxx~~ Greenville (City), South Carolina (State), or to such other person or individuals if more than one join as Lessor).

3. If at any time during the term hereof Lessor, or, if there be more than one, any Lessor, shall be indebted to Lessee on any account whatsoever, Lessee shall have the right to apply any accrued rental upon said unpaid indebtedness of Lessor, and Lessor agrees that the amount so applied shall constitute rental payment hereunder.

4. Lessor covenants and agrees with Lessee that the rents being paid in the manner and at the time prescribed, and the covenants and conditions and warranties herein being all and singular kept, fulfilled and performed, Lessee shall lawfully and peaceably have, hold, possess, use and occupy the premises and property hereby leased during the term hereby granted, or any extension thereof, without any hindrance, disturbance or molestation from Lessor; and Lessor hereby warrants and defends to Lessee against the lawful claims of all persons whomsoever the premises and property hereby granted. Lessor further covenants and agrees that, without Lessee's consent, Lessor will not use or permit to be used for the storage, sale, distribution, or advertisement of petroleum products any premises owned or controlled by Lessor adjacent to the premises covered hereby.

5. During the term of this lease Lessor covenants and agrees to pay all general and special taxes and any taxes for water levied and assessed, or charged, against said premises or the property of Lessor situated thereon, or on account of the use or occupancy of any or all thereof; and Lessor shall at its own expense obtain and have issued to and in the name of Lessee, or its nominee, any permit necessary or required to operate and maintain said station.

6. Lessor agrees, at its own expense, to maintain in good condition and repair and suitable for the business purposes of Lessee all the premises, improvements and personal property hereby leased, including drive-ways and approaches. Lessor further agrees to replace any of the demised improvements or personal property which may be destroyed or damaged beyond repair or otherwise rendered unsuitable for the business purposes of Lessee. In the event Lessor shall fail or refuse to make such repairs or replacements, Lessee may do so and deduct the cost thereof from rentals due or to become due under this lease. In the event of destruction or damage to the demised improvements or personal property caused by fire or action of the elements, and if Lessor fails to rebuild or repair within sixty (60) days after such destruction or damage, Lessee shall have the additional option of terminating this lease by notice to Lessor; and if such option is exercised, Lessee shall be relieved from all obligations hereunder except for rent which shall have accrued prior to the date of the destruction or damage. No rent shall be payable for any period during which the premises shall be untenable or during which the Lessor shall fail to maintain the premises and improvements in good condition and repair as herein provided.

7. Lessee shall have the right and privilege of erecting, placing, constructing, equipping, maintaining and operating on the demised premises and in connection with said station any and all structures, improvements, appliances, containers and conveyors of whatsoever kind, on, under and above the ground, it may desire to use or may require in operating, transacting, carrying on and conducting on said premises its business of storing, distributing and marketing products of refined petroleum. Any installation heretofore or hereafter made by Lessee of its equipment, of its signs advertising its products, or of any of its property upon said premises shall be conclusive evidence of Lessee's entry into possession of said premises under the terms of the within lease.

8. Lessee shall have the right to make proper connections with any and all water-, gas-, and sewer-lines and pipes on the demised premises, and may continue the use and service thereof during the term of this lease.

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