at his option, may make said repairs after five (5) days notice to Lessor and deduct the cost of said repairs from the rental rate.

The rental rate, as hereinabove set out, shall be subject to renegotiation at the end of the primary term, it being specifically agreed that no adjustment in the rental rate in excess of \$.01 per gallon pumped. In the event the parties cannot agree on a new negotiated rental, then the Lessor shall designate one person, the Lessee shall designate one person and those two persons so designated shall in turn choose a third person to establish what the new rental rate shall be, subject to the \$.01 per gallon limitation. The amount agreed upon by these parties in regard to the adjustment of the rental rate for the period considered by them shall be binding upon the parties hereto.

This Lease includes the equipment, pumps and storage tanks belonging to the Lessor for the premises herein leased.

In the event the property is destroyed by fire, the Lessor has the option to rebuild within a reasonable period of time, and the Lessee has the option after said rebuilding to continue the Lease arrangement. Uring the rebuilding period, the Lessee shall not be responsible for rent provided the station is completely closed.

The Lessee has the right to terminate said Lease after thirty (30) days written notice to the Lessor provided said termination is due to business losses, economic factors or prevailing conditions that will prohibit the Lessee from conducting the business.

If the Lessor decides to sell the premises, he grants the Lessee the option of first refusal to purchase the property at the fair market value.

GRIFFIN & HOWARD ATTORNEYS AT LAW GREENVILLE, S. C.

0.465

It is hereby agreed between the parties that whenever notice by the Lessor to the Lessee is required, notice may be given by Route 4, Log Shoals and certified mail to the Lessee at Standing Springs Road, Greenville, South Carolina. The terms and provisions hereof express shall

(CONTINUED ON NEXT PAGE)

4328 PV.2

OC.

D

O

- X-X-795