

Page 3.

(9) Lessee covenants and agrees with Lessor that at the expiration of the term of this lease it will yield up the premises to Lessor without further notice in as good condition as when they were entered upon by Lessee, loss by fire or other elements, inevitable accidents, reasonable wear and tear and depreciation through use excepted.

(10) Lessor shall pay all taxes and assessments of every character levied and/or assessed against the premises and/or the improvements located thereon. Lessor agrees to make at its own expense such repairs to the buildings, improvements and equipment herein leased as may be necessary for their safety and preservation, and to keep same in a tenable and usable condition, suitable for the business purposes of Lessee. Lessor agrees to replace any of said property, improvements or equipment which may be destroyed or damaged beyond repair, or otherwise rendered unsuitable for the business purposes of Lessee. In the event Lessor fails or refuses to make such repairs or replacements, Lessee may do so and deduct the cost thereof from rentals subsequently accruing and the amount so deducted shall constitute payment of rental to the amount so deducted. Lessee agrees to pay all such taxes on the equipment and property belonging to it placed by it on said premises.

(11) Lessor covenants and agrees to and with Lessee that as a part of the consideration for the rentals reserved herein, it will cause to be erected, constructed and installed, at its sole cost and expense, upon said premises a suitable building or buildings, for use as a gasoline and oil filling and service station, and will further construct and install, or cause to be constructed and installed, driveways and approaches upon, over and across the sidewalks, parkways and curbs fronting said premises, for the purpose of furnishing means of ingress to and egress from said station, and will also further construct and install, or cause to be constructed and installed, plumbing and electrical fixtures, sewer and water connections, all in accordance with plans and specifications to be submitted by Lessee and accepted by Lessor, provided, however, that the expense of such erection and construction as herein designated shall not exceed the sum of Three Thousand and no/100 (\$3,000.00) Dollars, exclusive of any grading or excavation, to be expended by Lessor. Lessor agrees to complete the work herein specified and to have said service station ready for operation and conduct of Lessee's business on or about the 1st day of November, 1934, all work to be done and installations made in accordance with the ordinances of the Town of Greer, South Carolina, and the rules and regulations of any boards having jurisdiction or supervision over such matters, and all construction to conform to building restrictions applicable at said premises. Lessor shall procure all necessary permits, licenses and consents for the construction of said gasoline and oil filling and service station on said premises, and for the installation in connection with such station of driveways and approaches to be built.

(12) It is understood and agreed by and between the parties hereto that the term of this lease is not to begin and that rentals herein reserved are not to accrue until Lessor has completed construction of the buildings, structures, driveways and other improvements that it has covenanted so to do on said premises, suitable for occupancy and the conduct of business by Lessee. If and when said station and premises are ready for occupancy, and the conduct of business by Lessee, the term of this lease is to begin and rentals herein reserved are to accrue from that date, and this lease is to remain in full force and effect for a period of Ten (10) years from such date, unless sooner terminated as provided in this instrument. Lessor further agrees to enter into a writing with Lessee agreeing that such date shall be the controlling date of the beginning of the term for all purposes contemplated by this agreement.

(13) In consideration of the premises Lessor hereby gives and grants to Lessee the option and privilege of extending the term of the within lease for a further period of Five (5) years at a monthly rental of One Hundred Five and no/100 (\$105.00) Dollars, by giving to Lessor not less than Sixty (60) days' notice in writing prior to the expiration of the granted term of this lease of its election to extend said term for such additional period. Upon giving the notice aforesaid the term shall be so extended and all of the provisions of the within lease shall continue in force during such extended term.

(14) Notwithstanding any and all of the above, it is understood and agreed by and between the parties hereto that this lease is to become effective and binding upon Lessee only upon Lessor furnishing, at its own expense, to Lessee, for examination, an abstract of title, certified down to the date hereof, showing such title in Lessor as ~~will~~ will authorize it to make and enter into this lease and to collect all rents and payments hereunder, free and clear of all liens and demands against Lessee made by any person or persons whomsoever. In the event Lessor shall fail or refuse to furnish such proof of

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