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Said premises are leased for service station purposes for the sale and storage thereon of gasoline, petroleum and petroleum products and sale of other products and performance of services normally available at service stations and at lessee's option for the conduct of any other lawful business thereon, provided such business is not in direct conflict with any other business on adjoining property presently being developed by lessor for use as a motel, restaurant and other business purposes and lessee covenants and agrees that no service station shall be permitted on any part of lessors remaining property, of which the leased premises is a part, for the life of this lease.

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It is agreed that the lessee shall, subject to all applicable laws and governmental regulations and restrictions on construction of the type herein contemplated, erect and construct service station buildings and improvements on said leased premises at its expense and in accordance with plans and specifications approved by lessee subject to the following terms and conditions:

(a) Lessee shall, within ninety (90) days after the recordation of this lease in the public records of Greenville County, South Carolina cause a title insurance binder committed to insuring lessee's leasehold interest herein to be secured from a Title Insurance Company of its own choosing, or at its option, lessee may cause the title to said premises to be examined by an attorney of its own choosing, which binder or opinion of attorney shall show lessee to hold a valid lease agreement on the above described property which is otherwise free and clear of all liens and encumbrances, with marketable fee simple title vested in lessor. Upon receipt of said title insurance binder or opinion of attorney, lessee shall certify in writing to lessor any defects in title and should any defects be so certified, lessor shall have a reasonable time after receipt of said certification, not exceeding thirty (30) days thereafter in which to correct same, and after such time, if such defects are not corrected or have not been waived by lessee, or if the title is found to be defective and unmarketable of record, or if at any time prior to or subsequent to said ninety (90) day period, lessee should fail to secure the necessary licenses and permits for proper use of said premises, either for construction of contemplated buildings and