

10. In the event the licenses, permits or franchises, or any of them, for erecting, maintaining or conducting a gasoline filling and service station upon the demised premises shall be revoked by City, County, State or other duly constituted authority, at any time during the term hereof, or any renewal period, or should any restrictions or conditions be imposed upon the operation, maintenance or conduct of said gasoline filling and service station, which in LESSEE'S absolute judgment may be unduly burdensome, or if, for any reason, LESSEE, its successors or assigns, shall be prevented from conducting its gasoline filling and service station upon the demised premises, then this lease, at the option of LESSEE, shall cease and determine, and in the event LESSEE shall so elect to terminate this lease all liability upon LESSEE for rental hereunder shall cease upon payment proportionately to date of such termination.

11. LESSOR shall, during the term of this lease and any renewal periods, pay all taxes and assessments of every nature, upon the demised premises, including any buildings or improvements thereon belonging to LESSOR. In the event that the LESSOR fails to pay any of the aforesaid taxes and assessments, or any payments required to be made under the terms of any mortgages on the premises, LESSEE may, at its option, make any such payments for the account of the LESSOR and charge the same with interest at six per cent per annum against the rental payable by LESSEE hereunder or may require LESSOR to reimburse LESSEE therefor in whole or in part. LESSEE shall pay all taxes upon any improvements and additions erected or installed upon the demised premises by LESSEE, and shall also pay all charges for water and electric current used by LESSEE upon the demised premises.

12. LESSOR covenants and agrees that LESSOR will not, at any time during the continuance of this lease or any extension thereof, or at any time within a period of ten years following any purchase of the demised premises by LESSEE, directly or indirectly sell or offer for sale, or engage in the business of handling or selling, any gasoline, motor-fuel, kerosene, lubricating oils, greases, heating oils, solvents, or any fuel ingredient or product for the propelling of motor vehicles, upon any property within a radius of two thousand feet of the boundary lines of the property hereby demised; nor will LESSOR, during such period, sell, rent or permit to be occupied or used for such purposes any property owned, leased or controlled by LESSOR within the said area, nor display or permit to be displayed upon any such property within said area any advertisement of any of the aforementioned products other than the products of LESSEE; and LESSOR further covenants and agrees that in any lease, deed or other agreement hereafter executed affecting any property owned, leased or controlled by LESSOR within such area, LESSOR will insert such restrictive clauses and covenants as will prevent any such property from being used during the period aforesaid for any purposes herein prohibited. In the event of the purchase of the demised premises by LESSEE, LESSOR further covenants and agrees to insert in the deed conveying said premises to LESSEE a covenant restricting LESSOR, and LESSOR'S heirs, personal representatives, successors and assigns, from using or permitting the use of any premises of LESSOR within said radius of two thousand feet of the boundary lines of the demised premises for the storage, handling, sale or advertising of any gasoline, motor-fuel, kerosene, lubricating oils, greases, heating oils, solvents, or any fuel ingredient or product for the propelling of motor vehicles, for a period of ten years from the date of such deed.

13. LESSOR covenants that LESSEE, its successors and assigns, upon paying said rent and performing the covenants on its part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid and any renewal periods.

14. LESSOR represents that there are no existing mortgages, deeds of trust, unpaid taxes or other liens affecting the demised premises, except as follows:

and LESSOR covenants and agrees to warrant, protect and defend LESSEE, its successors and assigns, from and against any and all loss or damage that LESSEE may sustain by reason of the enforcement of any mortgage, or other lien upon the demised premises; and agrees to secure from the requisite parties and deliver unto LESSEE prior to the date of possession, or at such later date as LESSEE may require, such waivers of priority as LESSEE shall require for the purpose of subordinating any existing mortgage or mortgages or other liens against the demised premises to the terms and provisions of this lease, otherwise LESSEE shall have the right to terminate this lease; and LESSOR further covenants that if foreclosure or other proceedings shall be instituted upon any such mortgage or lien, LESSOR will immediately notify LESSEE thereof by registered mail. It is further agreed that in the event a title examination shall disclose that LESSOR is not the sole owner of the property hereby demised, or that LESSOR'S title thereto is defective, or in the event there are any restrictions against the property prohibiting the use thereof as a gasoline filling and service station, LESSEE shall have the right to terminate this lease.

15. LESSOR covenants and agrees to protect, indemnify and save harmless LESSEE, its successors and assigns, from any damage, cost or expense in shoring up or protecting the demised premises occasioned by or as a result of any excavations or building operations on adjoining premises, or change in grade of any adjoining streets, alleys or highways, and LESSOR further covenants and agrees that in the event of any change in grade of adjoining streets, LESSEE will reimburse and indemnify LESSEE against all cost, damage and expense in re-adapting the demised premises for use as a gasoline filling and service station.

16. It is further covenanted and agreed that in the event of any change in grade of any adjoining streets, alleys or highways, or the condemnation of the whole or any part of the demised premises, LESSEE may, in the event it shall deem that the demised premises, or such portion thereof as shall remain after such condemnation, is not suitable for the purposes of a gasoline filling and service station, at its option, terminate this lease, in which event all liability on the part of LESSEE for payment of rent shall cease upon payment proportionately to date of such termination; or LESSEE may continue in possession of the remaining portion of the demised premises, in which event there shall be a proportionate reduction in rental in the same ratio as the area taken shall bear to the entire area included in this demise; and in addition to the foregoing, LESSEE shall have any and all right or rights of action for all damages which may accrue to it against any person, firm or corporation by reason of any condemnation or other taking of the demised premises or any part thereof.

17. It is hereby further agreed that LESSEE shall have the right to terminate this lease, or any renewal or extension thereof, at any time upon not less than thirty (30) days' prior written notice to LESSOR and payment to LESSOR as consideration for such termination of a sum equal to the amount of rent paid by LESSEE for the monthly rental period immediately preceding such notice of termination.

18. Any notice required or intended to be sent to LESSOR under the terms of this lease shall be sufficient if posted by registered mail addressed to 185 - Unit 10 - Baltimore, Maryland

19. Any notice required or intended to be sent to LESSEE under the terms of this lease shall be sent by registered mail addressed to LESSEE at the American Building, Baltimore, Maryland.

20. No assignment or change of interest by LESSOR in the premises hereby demised, whether recorded or unrecorded, shall be binding upon LESSEE unless and until LESSEE shall be actually notified thereof by registered mail, and in no event shall such assignment or change of interest affect this lease or the purchase option rights of LESSEE hereunder.

21. In the event any of the buildings or improvements of LESSOR upon the demised premises shall be totally or partially damaged or destroyed by fire or otherwise, or in the event of any needed replacements or repairs to make the buildings of Lessor tenantable as contemplated under this lease, LESSOR shall promptly restore such buildings and improvements or make the necessary repairs and replacements and in the event LESSOR fails to complete such restoration of buildings and improvements within thirty (30) days after written notice from LESSEE, LESSEE shall have the right to make such repairs and replacements at the expense of the LESSOR (any rental payable hereunder may be retained by LESSEE and used for such purpose) or LESSEE may cancel this lease upon written notice to LESSOR of LESSEE'S intention so to do. No rental shall accrue or be payable during the period of any such reconstruction which may in any manner interfere with the conduct of LESSEE'S business upon the premises.

22. The terms, conditions and covenants of this lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns, and shall run with the land; and where more than one party shall be lessors under this lease, the word "LESSOR" whenever used in this lease shall be deemed to include all parties lessor jointly and severally.

23. LESSOR covenants that LESSOR has the right, full power and lawful authority to execute these presents, and all parts thereof, in the manner aforesaid, and that LESSOR will do, execute, acknowledge and deliver, or cause or procure to be done, executed, acknowledged and delivered all such further acts and papers as may be necessary for the better assuring unto LESSEE, its successors and assigns, of the performance of all the covenants and agreements herein.

24. (Special provisions): The lessor, as its own expense, is to insure the frame building now on the premises for its full value at all times during the continuance of this lease.

Lessee agrees to assume and pay to the Southern Railway Company, for annual license fee of \$15.00 (fifteen dollars), covering and encroachment of the building now erected

IN WITNESS WHEREOF, the parties hereto have duly signed these presents and affixed their respective seals, the day and year first above written.

Witness: C. W. Hopkins

R. K. Taylor (SEAL)

(SEAL)

Witness: J. J. Greenan
L. M. Murphy

THE AMERICAN OIL COMPANY,
By C. H. Wagner President. C. H. L.
Attest: _____ Secretary.

STATE OF SOUTH CAROLINA

County of Greenville York
Personally appeared before me C. W. Hopkins and
upon being duly sworn made oath that he saw the within named R. K. Taylor

sign, seal and as his act and deed deliver the within written lease, and that B. B. Smith witnessed the execution thereof.

Sworn to before me this 31st day of May A. D. 1938
J. A. Lee (L. S.)
Notary Public S. C.

S. C. Stamps ✓ dollars and 132 cents.
Recorded: June 23rd 1938 at 2:30 o'clock P. M.

From the demised premises. This lease was made by and for the Southern Railway Company (the lessor) and the American Oil Company (the lessee) covering the frame property.