

The Lessor hereby further grants, ~~to the Lessee~~ unto the Lessee the free use and access to any parking lot or parking areas subsequently to be established by the Lessor, its successors and assigns.

TO HAVE AND TO HOLD unto said Lessee, its successors and assigns, for a term of ten (10) years, beginning on the 1st day of December, 1955, and ending on the 30th day of November, 1965, and provided further that the Lessor hereby grants unto the Lessee options to make two (2) successive renewals of the lease for periods of five (5) years each upon such terms and conditions as are hereinafter related.

3. No rental shall be due by the Lessee until a period of sixty (60) days after the old gasoline service station now being occupied by the Lessee has been closed under the authority of the South Carolina Highway Department, or until the new gasoline service station to be located on the premises leased herein shall be open for normal business, whichever shall occur first.

4. The Lessor shall, prior to the commencement of the first rental payment, provide at no cost to the Lessee all necessary grading and a paved surface area for said service station of an area equal in size to that now enjoyed under the present leased premises, including the area of the present leased premises extending to the present paved surface highway bed of U. S. Highway No. 25. The Lessor shall provide in said paved surface area a minimum area of 640 square feet of smooth concrete surface surrounding the gasoline pumps to be installed, commonly called an apron. The Lessor shall also provide the Lessee with all necessary water connections to said leased premises so as to assure proper and adequate water and sanitation facilities for the maintenance and operation of said gasoline and oil service station. The Lessor shall further at all times maintain in a satisfactory manner the slopes of any filled area from the border of said leased premises at the top of said filled area down to the natural contour of the ground so as not to jeopardize the leased premises.

5. Lessor agrees to open and construct forthwith an improved all-weather road to extend from the Northeastern corner of the premises where it joins U. S. Highway 25 to Pine Creek Drive in a subdivision known as Woodfields, and agrees, as soon as weather permits, to surface treat said road. Lessor further covenants and agrees that any shopping center development, including parking areas relating thereto, subsequently developed by Lessor or Woodfields, Inc. in the vicinity of U. S. Highway 25 shall be located generally in the area indicated by the preliminary plats prepared by Eugene R. Marteni of Atlanta, Georgia, and such shopping center development shall be located in an area which is not in excess of 600 feet from the premises leased herein and shall be accessible by the above mentioned new road. Provided, however, Lessor shall not be obligated to build such shopping center development and provided further that Lessor reserves the right to modify the layout and design of said shopping center development and buildings indicated thereon, but not to substantially change the location of said center and its present planned proximity to the premises leased herein.

6. The Lessor acknowledges that the construction by the Lessee of the gasoline service station hereinafter described requires that the Lessee shall borrow the funds therefor to be secured by a mortgage of real estate, covering the entire leased premises and the Lessor hereby covenants and agrees to commit and assign to the security of said mortgage the premises leased herein, and to execute any and all legal instruments necessary to so do; provided no personal liability upon the Lessor shall thereby be incurred. Provided further, that the initial obligation executed