

## TITLE TO REAL ESTATE

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 or greases, for a period ten years from the date of such deed.

12. 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.

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

No exceptions

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 from 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 gasoline filling and service station, LESSEE shall have the right to terminate this lease.

14. 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.

15 a. Any notice required or intended to be sent to LESSOR under the terms of this lease shall be sufficient if delivered in writing personally or if posted by registered mail addressed to Albert Faulker at 1002 Green Ave. - Greenville, S.C. Date of service of a notice served by mail shall be the date on which such notice is deposited in a mailing receptacle of the United States Post Office Department.

15 b. Rentals hereunder shall be paid by check to Albert Faulkner at 1002 Green Ave. - Greenville, S.C. provided however, that LESSOR may change such instructions from time to time by written notice to LESSEE in accordance with Paragraph 16 hereof.

16. 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

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 payments to LESSOR as consideration for such termination of a sum equal to the amount of rent paid by LESSEE for the calendar month immediately preceding such notice of termination.

18. 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.

19. LESSOR agrees to promptly make, at his own cost and expense, all repairs to the demised premises and the buildings, driveways and improvements thereon, which may be or become necessary to maintain the demised premises in good order and condition for the purpose of a gasoline filling and service station, and to make any and all repairs, alterations or improvements to the demised premises which may be required by public authority, and should LESSOR fail to refuse to immediately make the required repairs, alterations or improvements upon notice from LESSEE as to the necessity therefor LESSEE shall have the right, at its option, to make such repairs, alterations or improvements at the expense of LESSOR, whereupon LESSEE shall have a lien upon said premises for the expenditures so made by it, and is hereby authorized to deduct