

by Lessor to Lessee at that time under any provision of this lease. The option herein granted to Lessee shall remain in effect so long as this lease remains in effect, and any failure on the part of Lessee to exercise same with respect to a particular offer made by a third party shall not constitute a waiver of Lessee's rights with respect to any subsequent offer. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

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LIABILITY

(14) Lessee covenants and agrees to indemnify and save Lessor harmless from any and all claims, demands, suits, actions, judgments, and recoveries for or on account of damage or injury (including death) to property or person of Lessee, its agents, servants or other party or parties caused by or due to the construction or operation of the service station.

NOTICES

(15) All notices required or permitted to be given by this lease shall be deemed to be properly given if delivered in writing personally or sent by registered mail to the Lessor or to the Lessee as case may be at the addresses set forth above, or to such other address as may be furnished by either party to the other in writing. The date of mailing shall be deemed the date of giving such notice.

HOLDOVER TENANCY

(16) If Lessee, after giving notice of intention not to exercise renewal privileges in Clause 2 hereof provided or at the end of all of said renewal periods, holds over the premises herein described beyond the termination by limitation of the term without first having renewed or extended this lease by written agreement, such holding over shall not be considered as a renewal or extension of this lease except on a month-to-month basis.

TITLE EXAMINATION

(17) In the event a title examination shows that Lessor does not have a good and marketable title to the leased premises free and clear of all liens and encumbrances, Lessee shall give written notice to Lessor of all defects, liens and encumbrances which Lessee is unwilling to waive, and if such defects, liens and encumbrances are not removed by Lessor within thirty (30) days after the date of such notice, Lessee shall have the right at its option to cancel this lease by giving ten (10) days' written notice of its intention so to do and both parties shall thereupon be relieved from all liability hereunder, except that Lessor shall refund to Lessee the amount of any rent paid by Lessee to Lessor under the terms of this lease. Lessor agrees to use Lessor's best efforts to remove any such defects, liens and encumbrances within said thirty (30) day period.

CHANGE OF OWNERSHIP

(18) No change in ownership, assignment of this lease or assignment of rentals hereunder shall be binding upon Lessee unless and until Lessee has been furnished with a true copy of the instrument evidencing such transfer or assignment.

QUIET ENJOYMENT

(19) Lessor covenants that Lessee on paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said leased property for the term aforesaid, subject to the provisions hereof.

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(20) It is understood and agreed that this lease supercedes and cancels the lease dated October 23, 1957, executed by Lessor herein in favor of Esso Standard Oil Company, corporate predecessor of Lessee herein, which said lease is duly recorded in the Office of the Register of Deeds for Greenville County, South Carolina in Deed Book 59, at page 174.

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The covenants and agreements herein contained shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement and affixed their respective seals thereto the day and year above written.

<u><i>Ernest R. Duff</i></u> Witness Ernest R. Duff	<u><i>James O. Cagle</i></u> (L. S.) James O. Cagle Lessor
<u><i>W. T. Shows</i></u> Witness W. T. Shows	<u><i>Mamie B. Cagle</i></u> (L. S.) Mamie B. Cagle (Wife) of Lessor
<u><i>Ernest R. Duff</i></u> Witness Ernest R. Duff	_____ (L. S.) Lessor
<u><i>W. T. Shows</i></u> Witness W. T. Shows	_____ (L. S.) Wife (Husband) of Lessor
<u><i>Ed George</i></u>	HUMBLE OIL & REFINING COMPANY
<u><i>J. D. ...</i></u> Witness	By <u><i>[Signature]</i></u> (L. S.)

* Note—All blank spaces to be filled in prior to execution.

See over for "Acknowledgment of the Lessor"

(Continued on next page)

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