

surrender by Lessee to Lessor of the possession of said premises. Lessee shall have the right and privilege of erecting, placing, maintaining, and operating on said premises pumps, tanks, containers, piping, appliances, and equipment of whatever kind, in addition to those to be furnished by Lessor as herein-after provided, that it may require or desire to use in the conduct of its said business; and also such signs and advertising devices on said premises and adjacent thoroughfares as may be permitted by municipal authority. Lessee shall have the right to make proper connections with any and all water, gas, and sewer lines and pipes on the demised premises, and may continue the use and service thereof during the term of this lease, paying its own proper water and gas charges. All notices herein provided for shall be in writing and may be given as provided by the statutes of the State of South Carolina, or in the following manner: Notice may be given Lessee by depositing same in the United States Registered mail, postage prepaid, in an envelope addressed to Lessee at 123 Walton Street, Atlanta, Georgia. Notice may be given Lessor by depositing same in the United States Registered mail, postage prepaid, in an envelope addressed to Lessor and directed to Lessor at 11 Whitcomb Street, Greenville, South Carolina, or delivered to Lessor in person. Lessee shall be liable for and agree to pay during the term of this lease, all license fees and occupation taxes covering the conduct of its business, and all water, gas, and electric light charges for water, gas, and electric current consumed by it. In the event said station, improvements and equipment shall be totally destroyed by fire or action of the elements, or due to such causes, shall be rendered unsafe and unfit for the transaction of business, Lessor shall have sixty (60) days to rebuild the same and put such station, improvements and equipment in proper condition for the transaction of business, and upon failure or refusal so to do, Lessee shall have the right to cancel this lease; it being understood that the payment of rentals hereunder shall be abated during such time as the conduct of business by Lessee is suspended for the reasons specified in this paragraph. On the termination of this lease by lapse of time or otherwise, Lessee may, at its option and at its own expense, remove from the demised

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premises any and all pumps, tanks, sign boards, equipment, appliances and other property placed on it thereon, except buildings. In the event the Lessor shall make, during the term of this lease, a bona fide sale of the leased premises, and the Purchaser of same desires to use the premises for any purpose other than as a filling station, the Purchaser shall have the option of terminating this lease upon giving Lessee three (3) months notice in writing of his election to exercise this option. Said notice is to be given in the manner as provided for in paragraph 10 of this lease and the notice shall set forth the purpose for which the Purchaser proposes to use said premises. If such a notice is given Lessee no rents shall accrue during the three months period and Lessee shall have the privilege of remaining in possession until the expiration of said three (3) months.

(14)

It is further agreed between the parties hereto that the leased premises are not to be used, except by Lessee or its assigns or sub-lessee, as a filling station, for a term of five (5) years from the date of this lease, and this covenant shall run with the land and shall be binding upon the Lessor, his heirs, executors, administrators, successors and assigns, and any conveyance Lessor makes of the leased premises is to be made subject to the terms and conditions hereof, and Lessor agrees to incorporate a condition into any conveyance he makes that the conveyance is subject to the terms and conditions of this lease. Notwithstanding any and all of the above, it is understood and agreed by and between the parties hereto that this lease is to become effective and binding upon Lessee only upon Lessor furnishing, at his own expense, to Lessee, for examination, an abstract of title, certified down to the date hereof, showing such title in Lessor as will authorize him to make and enter into this lease and to collect all rents and payments hereunder, free and clear of all liens and demands against Lessee made by any person or persons whatsoever, except a mortgage of Twelve Thousand & 00/100 (\$12,000.00) dollars now held by the South Carolina National Bank of Greenville, South Carolina. In the event Lessor shall fail or refuse to furnish such proof of title, and Lessee shall not elect to waive said, this lease, at the option of Lessee shall become absolutely null and void. This agreement and all

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