

one year each, provided notice in writing of the election to renew is given to the Lessor at least thirty days prior to the expiration of each yearly term.

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It is agreed that the Lessor shall not terminate this lease for or on account of the failure of the Lessee or its sublessee or assigns, to pay any monthly rental when due, or to comply with any other terms of this lease, without first giving the Lessee a written notice of the intention to so terminate or cancel this lease, not less than thirty days prior to such cancellation or termination. If during the said thirty days period, the Lessee shall pay said rental installment or comply with the term or condition of the lease stated in said notice, then the right of the Lessor to cancel or terminate the lease for the cause mentioned in the notice shall cease and be of no effect.

-6-

It is further agreed that if, by ordinance, law or regulation of the United States or the State of North Carolina or any political subdivision of either of said governments, it shall become unlawful to sell and/or store or deal in gasoline, petroleum and/or its products on said premises, or if the use of the premises herein demised shall be in any manner restricted for the purposes stated in this agreement, thereupon at the option of the Lessee this lease may be immediately terminated and all obligations of Lessee hereunder relieved and discharged.

-7-

Lessor agrees to pay all taxes upon the land and buildings and improvements thereon and further agrees to keep the buildings and improvements in good condition and repair during the term of this lease or any renewal or extension thereof, at Lessor's own expense. If Lessor should fail to make said repairs upon notice to him that said repairs are necessary, then the Lessee may cause same to be made and apply any charges therefor as payment of rental due or to become due under this lease. The Lessee shall pay the taxes on its property and equipment on the leased premises.

-8-

It is agreed that Lessee shall have the right to remove all of its equipment, including storage tanks, pumps, pipe lines, office equipment, signs, electrical and other kinds, and all trade fixtures and equipment used in the operation of the Lessee's business on said premises, at the expiration of this lease or sooner determination, or any extension thereof, and that it may enter upon said premises at any time within ten days after the expiration of this lease, or any extension thereof, for the purpose of removing any of its property and equipment and fixtures, or leased by it and installed on said premises.

-9-

It is agreed that Lessee may make such additions, alterations and improvements upon the buildings on said premises, including the walls, partitions, electric wiring and lines, as to it shall seem best for the conduct of its business, or the use of said premises for any purpose authorized hereunder. All of said alterations and improvements shall be made at the expense of the Lessee, and without obligation upon the Lessor.

-10-

In the event of the total destruction of the buildings and houses on the premises by fire, or otherwise, or such partial destruction thereof as will render the same unfit for use and occupancy for the purpose stated in this lease, Lessor shall within a reasonable time restore said buildings to as good condition as they were prior to said destruction or injury, and during the period from the destruction to the date of the restoration, the rent shall abate. Should the Lessor not restore the buildings and improvements within a reasonable time, not exceeding sixty days, then this lease may be terminated at the option of the Lessee.