Lessor has erected and installed on said leased premises so as to constitute a portion of said leased premises a two (2) stall gasoline service station and three (3) 550-gallon gasoline storage tanks.

with the buildings, improvements and fixtures, and such furniture, pumps, tanks, air compressors, appliances, pipe lines, unloading racks and unloading facilities as may be thereon located, and all rights, privileges and appurtenances thereunto belonging, together with any and all permits whether village, city, county or state, unto Lessee, its successors and assigns, for a term of Five (5) years from the 1st day of September, A. D. 1955, the possession of all of which is delivered to and accepted by Lessee on and as of the beginning of and for said term. In the heart of the permits whether which we are the permits whether the permits of the term hereof or any extension thereof, the lease shall continue in full force and effect until terminated by thirty (30) days' notice in writing by either party.

For each month during the term hereof Lessee shall yield and pay as rental for said premises, station and appurtenances the sum of \$75.00 per month, payable at the end of each month by check delivered or mailed to Lessor, its personal representatives or assigns, at No. Ridgeland Drive, Greenville, South Carolina; provided, however, that Lessor shall have the option at the end of each month during the life of this lease of accepting payment of rent at the rate, time, and in the manner hereinbefore specified, or of accepting and receiving rent to be paid in the following manner; but Lessor shall not be entitled to both:

For each month during the term hereof Lessee shall yield and pay as rental for said premises, station and appurtenances a sum equal to One (1/2) cent per gallon on all gasoline which Lessee shall deliver to said station during the month for which rental is to be computed, which gasoline shall be sold from and through said station; the monthly periods for which the rentals shall be due and payable shall be calendar months and such rental shall be paid at the end of the month not later than the 20th day of the month succeeding that for which the same may be due. Lessor shall not be entitled to receive and Lessee shall not be obliged to pay rental for any one month under both of the foregoing rental provisions; but only under one of said provisions.

If, for any reason, during the term of this lease the Lessee should find its supply of gasoline limited or curtailed as the result of a National Emergency, a State of War, or other governmental action beyond the control of the Lessee, then the Lessee shall be entitled to a reasonable adjustment in the \$75.00 per month minimum rental now set forth hereinabove.

If at any time during the term hereof Lessor shall be indebted to Lessee on any account whatsoever, Lessee shall have the right to apply any accrued rental upon said unpaid indebtedness of Lessor, and Lessor agrees that the amount so applied shall constitute rental payment hereunder.

Lessor covenants and agrees to and with Lessee that the rents being paid in the manner and at the time prescribed, and

RAINEY,
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