

10. In the event of any change in grade of any adjoining streets, alleys or highways, or in the event the demised premises, or any part thereof, shall be taken by or pursuant to any governmental authority or through the exercise of the right of eminent domain, or if a part only of said premises is taken and the balance of said premises in the opinion of LESSEE is not suitable for the operation of a gasoline service station, this lease, at the option of LESSEE, shall terminate without further liability on the part of LESSEE, or LESSEE may continue in possession of remaining portion of the demised premises, in which event the rent hereunder shall be reduced in proportion to the reduction in the area of the premises, but nothing herein shall be deemed a waiver of the sole right of LESSEE to any award for damages to it or to its leasehold interest caused by such taking, whether separately or as a part of a general award.

11. Any notice required or permitted to be sent to LESSOR hereunder shall be sufficient if delivered in writing personally or sent by U. S. Certified Mail addressed to **D. Vincent Duncan**

at **214 West Randall St., Greer, South Carolina**

Any rent or other payment hereunder due to LESSOR shall be paid by check to **D. Vincent Duncan**

at **214 West Randall St., Greer, South Carolina**

Any notice required or permitted to be sent to LESSEE hereunder shall be sent by U. S. Certified Mail addressed to LESSEE at **P. O. Box 2509, Charlotte, N.C.**

provided that either party may change the person or the address to which notices or rentals or other payments shall be sent upon written notice to the other. The date of mailing shall be deemed the date of giving the notice or paying the rent or making any other payment, as the case may be.

12. LESSOR covenants that no conveyance, assignment by or other change of interest of 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 U. S. Certified Mail, and in no event shall such conveyance, assignment or other change of interest affect this lease or the renewal or purchase option rights of LESSEE hereunder.

13. LESSOR covenants that it will not, at any time this lease or any renewal or extension is in effect, or at any time within a period of ten (10) years following any purchase of the demised premises by LESSEE, directly or indirectly sell or offer for sale, or engage in the business of handling or selling any petroleum products upon any property within a radius of two thousand (2,000) feet of the boundary lines of the property hereby demised, and any deed from LESSOR to LESSEE will so provide; nor will LESSOR, during such period, sell, rent or permit to be occupied or used for such purpose any property owned, leased or controlled by LESSOR within said area, nor display or permit to be displayed upon any such property within said area any advertisement of any petroleum product other than products of LESSEE; and LESSOR further covenants that in any lease, deed or other agreement hereafter executed affecting any property owned, leased or controlled by LESSOR within such area, LESSOR will insert such restrictive clauses and covenants as will prevent any such property from being used during such period for any purposes herein prohibited.

14. LESSOR covenants 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 purposes of a gasoline 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 or refuse to immediately make any or all such 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 same from any rents or other amounts payable to LESSOR, or may require LESSOR to reimburse LESSEE therefor in whole or in part; or LESSEE may, at its option, terminate this lease forthwith. In the event the buildings or improvements upon the demised premises shall be destroyed or rendered untenable for the purposes herein mentioned by fire or unavoidable casualty, unless the LESSOR shall rebuild and restore said buildings and premises to their former condition within three (3) months from the date of such destruction or damage, LESSEE shall have the right, at its option, to terminate this lease. Rental under this lease shall abate during any period in which the premises shall be untenable for the purposes of a gasoline service station.

15. Should LESSEE hold over the demised premises after the expiration of the term hereof, or of any exercised renewal or extension period, such holding over shall, in the absence of a written agreement between the parties therefor, be deemed to be a tenancy from month to month upon the same terms and conditions.

16. The terms, conditions and covenants of this lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors, sublessees or assigns, and shall run with the land; and where more than one party shall be lessors under this lease, the word "LESSOR" whenever used in this lease shall be deemed to include all parties-lessor jointly and severally.

17. This lease embodies the entire agreement between the parties hereto relative to the subject matter hereof and shall not be modified, changed or altered in any respect except in writing; and in the event of any termination of this lease pursuant to any right reserved by LESSEE herein, all liability on the part of LESSEE for payment of rent shall cease and determine upon payment proportionately to the date of such termination of this lease.

18. This lease shall not be deemed to be accepted by LESSEE or binding upon it unless the same shall have been duly signed by its **GENERAL MANAGER - SALES** and an executed copy thereof delivered to LESSOR.

*D.V.D.  
C.B.D.  
J.P.M.  
J.L.D.*

IN WITNESS WHEREOF, the parties hereto have duly signed these presents and affixed their respective seals, the day and year first above written.

Witness as to both:



*[Handwritten signature]*

*D. Vincent Duncan* (SEAL)  
*Catherine B. Duncan* (SEAL)

WITNESS:

*Estere S. Capuletto*  
*Louis K. Lia*

THE AMERICAN OIL COMPANY  
*[Signature]* (SEAL)  
**GENERAL MANAGER - SALES**