

**SUB-  
LETTING  
DEFAULT**

(7) Lessee may sublet all or any part of the premises but no such subletting shall release the Lessee from its obligations hereunder.

(8) Anything herein, contained to the contrary, notwithstanding, Lessor agrees not to exercise any landlord's remedies against Lessee by reason of any default unless and until Lessor shall have given to Lessee written notice by registered mail of the default and unless Lessee shall have failed to remedy such default within a period of thirty (30) days from the giving of such notice.

**WAIVER**

(9) No waiver by either party, or his or its successors or assigns, of any breach of any of the covenants or conditions herein contained to be performed by the other party, shall be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

**REPAIRS**

(10) Lessee agrees at its own cost and expense to keep the service station painted, and to make all minor repairs, excluding roof and driveways, to the service station building made necessary by reason of ordinary wear and tear. A minor repair shall be deemed any repair costing not more than \$50.00.

**PREMISES  
RENDERED  
UNFIT**

Lessor agrees at Lessor's own cost and expense to make all other repairs to the demised premises, including (but not limited to) all repairs and improvements required by public authority and all repairs and painting made necessary by reason of fire, storm, explosion, or other casualty. In case the premises in Lessee's opinion are rendered unfit for operation as a drive-in gasoline service station by reason of fire, storm, explosion, or any other casualty, no rental shall accrue or is to be paid from the beginning of such unfitness until the property is put into tenantable condition by Lessor and Lessee is able to and does occupy said premises for the purposes herein described. If Lessor defaults in painting or in making any repairs, improvements or restoration required of Lessor, Lessee may at its option either terminate this lease upon written notice or Lessee may have the necessary painting and repairs done for the account of Lessor, and Lessor shall pay Lessee, upon demand, the expense thereof. If Lessor fails so to reimburse Lessee for the expense of such painting or repairs, Lessee may deduct from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.

*WB. D. Ducker*  
*WB. D. Ducker*  
*WB. D. Ducker*

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**USE OF  
PREMISES**

(11) Lessee covenants and agrees to make no unlawful or offensive use of the premises and to comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and municipal governments.

**TAKING BY  
PUBLIC  
AUTHORITY**

(12) If the demised premises or any part thereof shall be taken by or pursuant to governmental authority or through 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 drive-in gasoline service station, this lease, at the option of Lessee, shall

terminate without further liability on the part of Lessee, or 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 made separately or as part of a general award.

**PURCHASE  
OPTION**

(13) Lessor and Irene D. Ducker (his wife), in consideration of this lease, hereby grant to Lessee the option to purchase the property herein demised for the sum of One Hundred Thousand Dollars (\$100,000.00) at any time during the original term of this lease or any renewal thereof upon Lessee delivering to William B. Ducker and Irene D. Ducker, 2410 Wade Hampton Blvd., Greenville, S. C. written notice of intention so to do or by mailing such notice by registered mail addressed as aforesaid at least two days before the expiration date of the original term or any renewal thereof, and such notice, if so mailed, shall be deemed valid and effective whether or not the same in fact is actually delivered to Lessor. In the event of the exercise of this option, the purchase price shall be paid upon the transfer and conveyance to Lessee or its nominee by a good and sufficient warranty deed, of a good and marketable title to said premises free and clear of all liens and encumbrances.

*WB. D. Ducker*  
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