

TITLE TO REAL ESTATE

fails so to reimburse Lessee for the expense of such repairs, Lessee may deduct from any rentals payable hereunder as they accrue such amounts as may be necessary to fully reimburse Lessee.

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.

CANCEL-LATION (13) Lessee shall have the right to terminate this lease or any renewal thereof at any time on giving Lessor thirty (30) days' written notice of Lessee's intention so to do, and paying to Lessor as consideration for said termination an amount which shall be determined by multiplying the average monthly rental paid during the preceding twelve months (or during the expired term if less than twelve months) by the number of full years then remaining before the expiration of the original term of this lease.

PURCHASE OPTION (Marked out) L.M.D. S. A.D.

LIABILITY (15) Lessee covenants and agrees to indemnify and save Lessor harmless from any and all claims, demands, suits, actions, judgments and recoveries for or on account of damage or injury (including death) to property or person of Lessee, its agents, servants or other party or parties caused by or due to the fault or negligence of Lessee, its sublessee and assigns in the operation of the service station.

NOTICES (16) All notices required or permitted to be given by this lease shall be deemed to be properly given if delivered in writing personally or sent by registered mail to the Lessor or to the Lessee as the case may be at the addresses set forth above, or to such other address as may be furnished by either party to the other in writing. The date of mailing shall be deemed the date of giving such notice.

HOLD-OVER TENANCY (17) If Lessee holds over the premises herein described beyond the determination by limitation of the term herein created, or any extension thereof, or any renewal of this lease pursuant to the terms hereof, without first having renewed or extended this lease by written agreement, such holding over shall not be considered as a renewal or extension of this lease except on a month-to-month basis.

(18) Lessor covenants that Lessee on paying said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said leased property for the term aforesaid, subject to the provisions hereof.

I,                     , wife (husband) of Lessor am acquainted with the foregoing lease and hereby consent to all of the terms and provisions thereof including the purchase option therein contained, and hereby release to Lessee all my right of dower (curtesy) or in lieu thereof, homestead rights, right of descent, and any and all other interests that I may have in the said premises so far as is necessary to give full effect to the terms of this lease and in case said purchase option is exercised I hereby agree to join in the execution and delivery of an apt and proper deed of conveyance of said property.

The covenants and agreements herein contained shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

J. E. McCorkle  
Witness

S. A. Dean  
Witness

J. W. Brown  
June E. Nettles  
Witness

Southern Tire Co. Inc.  
Lessor

By L. M. Davidson, Pres.  
Wife (Husband) of Lessor

STANDARD OIL COMPANY OF NEW JERSEY  
Lessee

By D. S. Lewis  
Asst. Division Manager

JWB