

may be necessary therefor. In the event that Lessee shall be unable to procure such permits, this agreement shall be null and void and of no effect, and the Lessee and Lessor shall be relieved of all liability hereunder.

EIGHTH: In the event that the rent due and payable hereunder shall not be paid when due, the Lessor may give to the Lessee 30 days written notice by registered mail, and, in the event that the Lessee shall not pay the rent, or perform any other agreement herein contained, within 30 days from the receipt of said notice, the Lessor may re-enter and take possession of the premises herein demised, provided that Lessor shall not be entitled to re-enter so long as Lessee in good faith attempts to cure any failure to perform other than the payment of money.

NINTH: The Lessor agrees that the Lessee shall have the right from and after the date hereof, to enter upon the demised premises for the purpose of constructing, which shall not constitute an entry into possession nor accelerate the date of payment of any installment of rent due hereunder.

TENTH: The Lessee shall construct on the aforesaid property the filling station in accord with the plans and specifications to be furnished by Lessee and approved by Lessor. It is understood that the "station" shall include all items necessary for the operation of a gasoline service station, such as tanks, lights, racks, etc. The Lessor will pay to Lessee the actual cost of such filling station in an amount not exceeding \$15,000.00, said money to be used by Lessee solely for the construction of the above mentioned facilities in accordance with said plans and specifications, The said payment is to be made upon the completion of the construction and approval of the same by Lessor. The said plans and specifications will be approved and initialed by other parties prior to the commencement of said construction.

ELEVENTH: The Lessor agrees to pay to Alester G. Furman Company, Greenville, S. C., Agent as compensation for its service rendered in procuring this lease 5% of all rentals thereafter paid by Lessee under this lease.