

20. Paragraphs numbered 15 and 16 of this Lease Agreement are not applicable unless Lessor acquires title to the leased premises during the original term or an extended period of this lease.

21. Lessor is not the fee owner of the leased premises described herein but holds the same under a lease (hereinafter called the "Base Lease") from Mrs. Zeadora B. Reeves, owner of the fee, dated April 8, 1963, recorded in the R. M. C. office for said county in Deed Book 765 at Page 407. Lessor understands that Lessee intends to make substantial and costly improvements to leased premises and use the same for construction and operation thereon of an automobile service station for the sale and distribution of petroleum products, automobile accessories and services, and as a condition and consideration for Lessee entering into this Lease, Lessor agrees to furnish Lessee within thirty (30) days from the date hereof a Title Insurance Policy issued by Lawyers Title Insurance Corporation in favor of Lessee in the amount of \$50,000.00, whereby it insures, in form satisfactory to Lessee's counsel, the leasehold estate in Lessee created by this Lease Agreement, free and clear of all liens and encumbrances whatsoever, and guarantees that so long as Lessee pays the rents called for herein, and carries out the other covenants and conditions herein contained to be kept and performed by Lessee, that Lessee will be entitled to possession of the premises hereunder. Lessor further agrees: (a) that if it fails to furnish such a title insurance policy within thirty (30) days from the date hereof, Lessee may undertake to procure same at Lessor's expense and deduct the cost thereof from the first rental payments accruing hereunder, and that if the Lawyers Title Insurance Corporation declines to issue such policy within sixty (60) days from the date hereof, then Lessee shall have the right to forthwith cancel and terminate this lease by written notice to Lessor; and (b) in the event such title insurance policy discloses any restrictions of record and/or any state, county or municipal ordinances or other governmental rules or regulations (including limited access rules, restrictions or regulations) which prohibit, limit or restrict the use of the leased premises for an automobile service station as hereinbefore described, Lessee shall have the right to likewise terminate this lease. In the event Lessee terminates this Lease Agreement as hereinabove provided, Lessor shall promptly refund to Lessee all rental payments theretofore made by Lessee to Lessor hereunder.

22. Lessor and Lessee each covenant and agree with the other, both for themselves and their respective successors and assigns, that during the original term and any extended term of this lease, they will not cause or allow any curb, barrier or other obstruction to be placed on the adjacent property included in the Base Lease dated April 8, 1963, or on the premises hereby leased, which would prevent free and open access for motor vehicle and pedestrian traffic between the service station driveways to be erected on the premises hereby leased and the parking area for the motor court and restaurant to be erected on the property adjacent thereto.

23. Lessee is hereby granted the option of extending this lease for an additional period of five (5) years, commencing on the first day of March, 1981 and ending on the 28th day of February, 1986, under the same terms and conditions as outlined herein for the original term hereof, except that the rental shall be as hereinafter set forth in this paragraph. Lessee shall have the right to have the leased premises appraised at any time within one hundred and eighty (180) days but not more than two hundred and seventy (270) days prior to the expiration of the original term by so advising Lessor in writing. At the time Lessee notifies Lessor of its desire to have the leased premises appraised, it will designate in such notice the name of an individual residing in the State of South Carolina who will act as Lessee's appraiser. Within thirty (30) days after Lessor receives such notice, it will designate in writing to Lessee the name of an individual, a resident of South Carolina, who will act as Lessor's appraiser. In the event Lessor does not so designate an appraiser within said thirty (30) day period, Lessee shall have the right to designate an appraiser for Lessor. The two (2) appraisers so designated shall meet within ten (10) days after the designation of the Lessor's appraiser and within said ten (10) day period select a third individual, a resident of the State of South Carolina, as an appraiser. In the event the first two (2) appraisers cannot agree on a third appraiser within said ten (10) day period, the third appraiser shall be designated by the Senior Federal Judge for the Federal District Court within which the leased premises are situated. The three (3) appraisers so selected shall meet within thirty (30) days after the selection of the third appraiser and, within said thirty (30) day period, determine the current fair cash rental value of the leased premises, exclusive of all improvements constructed or installed thereon by Lessee, for a five (5) year term payable in monthly installments ("the fair cash monthly rental"), and shall report same to Lessor and Lessee in writing within said thirty (30) day period. The decision of any two (2) of the three (3) appraisers shall be binding on all three (3) appraisers. In the event the three (3) appraisers so selected cannot agree on the fair cash monthly rental value of the leased premises within the prescribed time, they shall so advise Lessor and Lessee in writing within ten (10) days after the expiration of the thirty (30) day period and three (3) new appraisers shall be selected in accordance with the foregoing procedure, the first appraiser to be designated in writing by Lessee to Lessor within ten (10) days after Lessee receives notification from the three (3) appraisers that they are unable to agree. Lessee shall have thirty (30) days from and after the date it receives notice from the three (3) appraisers of the fair cash monthly rental value of the leased premises in which to elect to extend the term of this Lease Agreement. In the event Lessee elects to extend the term of this Lease Agreement, it will so notify Lessor in writing within said thirty (30) day period and the monthly rental during said extended term shall be an amount equal to the fair cash monthly rental value of the leased premises as determined by the appraisers, payable monthly in advance on or before the first day of each calendar month during the extended term. The cost of the appraisal shall be paid fifty percent (50%) by Lessor and fifty percent (50%) by Lessee. In the event that Lessee does not so notify Lessor in writing of its election to extend the term of this Lease within thirty (30) days after Lessee's receipt of the appraisers' decision, the lease will terminate on February 28, 1981, notwithstanding the fact that Lessee called for an appraisal.

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