Upon the expiration of said term, unless extended by Lessee as may be hereinafter provided in paragraph 17, or upon the expiraextended term, if so extended, either party may terminate this lease by giving to the other thirty (30) days' previous written notice of intention to do so, & unless such notice is given, this lease shall continue upon the terms & conditions then in force for a further period of one (1) year and thereafter from year to year unless terminated by either party hereto giving to the other written notice at least thirty (30) days prior to the expiration of the then current year of Lessor's or Lessee's intention to terminate of the current year of Lessor's or Lessee's intention to terminate or the current year of Lessor's or Lessee's intention to terminate or the current year of Lessor's or Lessee's intention to terminate or the current year of Lessor's or Lessee's intention to terminate or the current year of Lessor's or Lessee's intention to terminate or the current year of Lessor's or Lessee's intention to terminate or the current year of Lessor's or Lessee's intention to terminate or the current year of Lessor's or Lessee's intention to terminate or the current year.

3. Rental: Lessee shall pay Lessor as rental for the said premises:

\$150,00 per month on or before the tenth day of each month

All rentals payable hereunder shall be paid by Lessee to __ Aziled G. Boyd

45 Viewpoint Drive

Greenville

South Carolina

City

unless and until Lessor shall designate some other party to receive said rentals. Payment of said rentals by Lessee to any party designated by Lessor shall acquit Lessee from all responsibility therefor or the proper distribution thereof. Lessee, at Lessee's option, may apply at any time such rentals or any installment thereof or any part thereof to the payment of any indebt-term of this lease, any governmental or quasi-governmental application shall constitute payment of such rental. If, during the initiates or approves of any curtailment, rationing or proration program affecting the sale and distribution of gasoline, and Lessee at Lessee's option, Lessor agrees to accept each month a sum equivalent to one cent (1¢) for each gallon of gasoline sold from said premises in lieu of all other rentals payable hereunder.

- 4. Utilities: Lessee shall pay all charges for water, gas and electricity used on the premises by Lessee, its agents or employees.
- 5. Taxes and Liens: Lessor shall pay as they become due all liens and also all taxes, assessments, and governmental charges of any nature against the premises. If Lessor shall fail to do so, Lessee shall have the right either to make such paythereto, shall have the right to apply accrued rentals in satisfaction of such obligations, or, in the event of a foreclosure of any such lien and the sale of the premises, Lessee shall have the right to buy in the premises for its own account. Lessee shall pay, before delinquency, all taxes levied on all property owned by Lessee on the premises.
- 6. Improvements: Lessee shall have the exclusive right, at its expense, to install and maintain signs, billboards, and other advertising matter on the premises; to paint all or any part of the premises in colors of Lessee's choice; to rearrange or remodel improvements, fixtures, buildings, or equipment now located or hereafter placed on the premises; to construct and maintain on the premises such other improvements, fixtures, buildings, or equipment as Lessee may desire, and to remove the same or any part thereof at will; and to cut and remove curbs, construct roadways, and use sidewalks for vehicles to pass to and from the premises.
- 7. Repairs: Lessor shall be responsible for and keep the Lessor's permenent improvements, buildings and equipment on the premises, including roofs, sever lines, sidewalks, electric wiring, and driveways thereon in good condition and repair. If Lessor fails to commence and diligently complete repair work within ten (10) days after written notice from Lessee, the Lessee shall have the right to make such repairs at the expense of Lessor and deduct the cost thereof from future rental payments. Emergency repairs may be made by Lessee for Lessor's account without giving such notice.
- 8. Surrender of Possessions: At the expiration or sooner termination of this lease, and subject to the provisions of paragraph 7 hereof, Lessee shall surrender possession of the premises to Lessor, in as good order and condition as the same now are, beyond the control of Lessee excepted;
- 9. Removal of Property: It is the express intention of the parties hereto that no improvements, buildings, fixtures or equipment erected or installed in, under or upon the premises by Lessee, or which being installed thereon have been purchased or acquired by Lessee, shall be deemed to be a part of the realty; and Lessee shall have the right at any time during the term of this move from the premises all improvements, buildings, fixtures, equipment, and other property owned or placed on the premises by Lessee.
- 10. Eminent Domain, etc., and Cancellation: In the event of the condemnation of the premises, or any part thereor, or in the event that the full use of the premises or improvements, or any material part thereof, in the conduct of a service station business ernmental officer or body, or by order of any court, or by covenants, easements and restrictions of record, or if a substantial part of the motor vehicle traffic which now customarily passes the premises shall become one-way traffic or divided-highway traffic or shall be diverted to other highways by the improvement or construction of other highways, then Lessee may, at its option, terminate this lease by giving Lessor thirty (30) days' notice in writing of such termination; and in addition to the foregoing, Lessee may, at the end of the first year or any subsequent year, terminate this lease by giving Lessor thirty (30) days' notice in writing of such termination.
- 11. Destruction by Fire, etc.: If the real or personal property herein leased, or any material part thereof, shall be destroyed or damaged by fire, earthquake, the elements, act of God, war, civil commotion, or any cause not due to Lessee's negligence, to such an extent as not to permit of the customary use and operation of said premises for service station purposes and/or the conduct of Lessee's business, then, at the option of Lessee, the rental payable hereunder shall abate from the date of such destruction or damage, and no further rental shall accrue or be payable hereunder from and after the date of such abatement until the real and personal property shall have been restored to its former condition by Lessor. In the event that Lessor shall fail to commence the work of repair or restoration promptly, or shall fail to prosecute same diligently to completion, Lessee may, at its option, terminate this lease by giving Lessor thirty days' notice in writing of such termination.