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(8) As part of the consideration for the execution by Lessee of this lease, Lessor covenants and agrees that it will not sell or advertise and will not permit third parties to sell or advertise the petroleum products of any person, firm or corporation other than those marketed by Lessee herein, on or from or in connection with, any premises owned or in any way controlled by Lessor, located within a radius of five hundred (500') feet of any of the boundary lines of the premises herein leased.

(9) Lessee covenants and agrees with Lessor that at the expiration of the term of this lease it will yield up the premises to Lessor without further notice in as good condition as when they were entered upon by Lessee, loss by fire or other elements, inevitable accidents, reasonable wear and tear and depreciation through use excepted.

(10) Lessor shall pay all taxes and assessments, of every character levied and/or assessed against the premises and/or the improvements located thereon. Lessor agrees to make at its own expense such repairs to the buildings, improvements and equipment herein leased as may be necessary for their safety and preservation, and to keep same in a tenable and usable condition, suitable for the business purposes of lessee. Lessor agrees to replace any of said property, improvements, or equipment which may be destroyed or damaged beyond repair, or otherwise rendered unsuitable for the business purposes of Lessee. In the event Lessor fails or refuses to make such repairs or replacements, Lessee may do so and deduct the cost thereof from rentals subsequently accruing and the amount so deducted shall constitute payment of rental to the amount so deducted. Lessee agrees to pay all such taxes on the equipment and property belonging to it placed by it on said premises.

(11) Notwithstanding any and all of the above, it is understood and agreed by and between the parties hereto that this lease is to become effective and binding upon Lessee only upon Lessor furnishing at its own expense, to Lessee, for examination, an abstract of title, certified down to the date hereon, showing such title in Lessor as will authorize it to make and enter into this lease and to collect all rents and payments hereunder, free and clear of all liens and demands against Lessee made by any person or persons whatsoever. In the event Lessor shall fail or refuse to furnish such proof of title, and Lessee shall not elect to waive same, this lease, at the option of Lessee, shall become absolutely null and void, or Lessee may at its option employ an attorney of its own choice to make and compile an abstract of title to the demised premises, or conduct a title search of the public records of Greenville County, South Carolina, for the purpose of obtaining a record of any conveyances and matters pertaining to or affecting the title of Lessor to said premises, and Lessor agrees in such event to reimburse Lessee for any and all actual expense incurred by it in the compilation of such abstract of title and/or search of public records.

(12) All notices herein provided for shall be in writing and may be given as provided by law, or in the following manner; Notice may be given Lessee by depositing same in the United States Registered mail, postage prepaid, in an envelope addressed to Lessee at 573 West Peachtree Street, Northeast, Atlanta, Georgia. Notice may be given Lessor by depositing same in the United States Registered mail, postage prepaid, in an envelope addressed to Lessor at Greenville, South Carolina, or delivered to Lessor in person, and if there be more than one Lessor, then personal notice or notice by registered mail to one Lessor shall constitute notice to all Lessors.

(13) This agreement and all of the covenants, obligations and conditions hereof shall inure to the benefit of and be binding upon the heirs, executors, administrators and assigns of Lessor, and the successors and assigns of Lessee; it being understood that Lessee is hereby authorized to assign this lease or sublet said premises or any part thereof, it being understood, however, that in the event Lessee should sublease said premises it shall not be relieved of any of the obligations herein imposed upon it, but shall remain fully bound to Lessor as herein provided, and such equipment and appliances as shall be installed and located upon said premises at the time of subleasing of the same shall, during the term of said sublease, remain the property of the Lessee herein.

In Witness whereof, Lessor has hereunto set its hand and affixed its seal, and Lessee has caused these presents to be executed in its behalf by its Vice President, thereunto duly authorized, and its corporate seal to be affixed, duly attested by its Assistant Secretary, the day and the year first above written.

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