

immediately due at the option of the Lessors, and the Lessors may thereupon lawfully enter into and upon the premises, or any part thereof, and repossess the same and eject the Lessee and those claiming under him and remove his effects by legal action, if necessary, without being deemed guilty of any manner of trespass and without prejudice to any other claim or remedies the Lessors may have or use for arrears of rent or breach of covenant.

7. It is further agreed by and between the parties hereto that the Lessee shall keep and hold harmless the Lessors from any and all damages, liability for anything and everything whatsoever arising from or out of the occupancy by or under the Lessee or Lessee's agents or servants, and from any loss or damage arising from any fault or negligence by the Lessee, or failure on the Lessee's part to comply with any of the covenants, terms and conditions herein contained or otherwise.

8. It is understood and agreed by and between the parties hereto that the Lessee shall keep said building, to be erected upon said lot, in a good state of repair and at the Lessee's own cost and expense and if said Lessee shall do any remodeling, improvements, or alterations, that he may deem necessary such shall be at his own cost and expense but that same shall not be made without the prior permission of the Lessors. The Lessee does further agree to insure said building by purchase of a policy or policies of insurance in a company or companies satisfactory to Lessors insuring against the hazards of fire, with an extended coverage endorsement, for not less than Three Thousand (\$3,000.00) Dollars and shall deposit said policy or policies with the Lessors who shall be named with Lessee as additional insureds. Lessee shall have reasonable time in which to make repairs in case of fire or other damage.

9. The Lessors covenant and agree that if the Lessee shall pay the rent herein provided, and shall keep, observe and perform all of the other covenants and agreements of this lease, by the said Lessee to be kept, observed and performed, the Lessee shall and may peaceably and quietly have, hold and enjoy the said premises for the term aforesaid.

10. It is further understood and agreed by and between the parties hereto that the covenants and agreements herein contained are binding upon the parties hereto as well as upon their respective administrators, executors, heirs, successors and assigns.

11. If Lessee desires, he shall have right to use and occupy for the time of this lease at no additional rental the ten (10) foot strip adjoining land described above fronting ten (10) feet on Buncombe Road and one hundred (100) feet deep in parallel lines and being ten (10) feet wide in rear, provided he will pay the cost of removing the building from said strip to the adjoining property of the Lessors, and pay all other expenses in connection therewith, but no damages to Tenant for loss of business during moving.

12. It is understood and agreed that the Lessors shall pay all property taxes on the land and building involved in this lease.

13. It is understood and agreed that the Lessee shall have the option to renew this lease for an additional period of five (5) years beginning at the expiration of this lease subject to the same terms as this lease except as to rental, which shall be at the same price offered to Lessors by any responsible proposed Lessee. If Lessee desires, he shall notify Lessors at least six (6) months prior to the expiration of this lease to get offers thereon and the Lessors shall, within sixty (60) days thereafter notify Lessee of such offers and Lessee shall have thirty (30) days thereafter to determine whether he will exercise the option to renew.

14. It is understood and agreed that at the expiration of this lease, or the extended period of same, the Lessee shall have the right to remove all storage facilities for petroleum products and equipment, including hydraulic lifts and air compressors, used in dispensing same, together with sign poles and flood lights, whether