

TITLE TO REAL ESTATE

the Lessor 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 Lessor 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 Lessor 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 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 Lessor. 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 Lessor insuring against the hazards of fire, with an extended coverage endorsement, for not less than \$ 4500.00 (Dollars) and shall deposit said policy or policies with the Lessor 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 Lessor covenants and agrees that if the Lessee shall pay the rent herein provided, and shall keep, observe and perform all of the other covenants and agreement 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. It is understood and agreed that the Lessor shall pay all property taxes on the land and building involved in this lease.

12. 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 Lessor by any responsible proposed Lessee. If Lessee desires, he shall notify, Lessor at least six (6) months prior to the expiration of this lease to get offers thereon and the Lessor 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.

13. 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 attached to the realty or not.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals this year and day first above written.

John C. Henry

Jean Fowler

AS TO LESSOR

Lewis R. Williams

S. E. Colvin, Jr.

As to Lessee

R. E. Ingold (SEAL)

LESSOR

Harry L. Dawes (SEAL)

LESSEE