

or permitting the use of any premises of LESSOR within said radius of two thousand feet of the boundary lines of the demised premises for the storage, handling, sale or advertising of any gasoline, motor-fuel, kerosene, lubricating oils or greases for a period of ten years from the date of such deed.

11. LESSOR covenants that LESSEE, upon paying said rent and performing the covenants on its part to be performed hereunder, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term aforesaid and any renewal periods.

12. It is further covenanted and agreed that in the event of any change in grade of any adjoining streets, alleys or highways, or the condemnation of the whole or any part of the demised premises, LESSEE may, in the event it shall deem that the demised premises, or such portion thereof as shall remain after such condemnation, is not suitable for the purposes of a gasoline filling and service station, at its option, terminate this lease, or LESSEE may continue in possession of the remaining portion of the demised premises, in which event there shall be a proportionate reduction in rental in the same ratio as the area taken shall bear to the entire area included in this demise; and in addition to the foregoing, LESSEE shall have any and all right or rights of action for all damages which may accrue to it, against any person, firm or corporation by reason of any condemnation or other taking of the demised premises or any part thereof.

13a. Any notice required or intended to be sent to LESSOR under the terms of this lease shall be sufficient if delivered in writing personally or posted by registered mail addressed to Mr. Robert B. McCorkle at 319 Meyers Drive, Greenville, S. C. Date of service of a notice served by mail shall be the date on which such notice is deposited in a mailing receptacle of the United States Post-Office Department.

13b. Any notice required or intended to be sent to LESSEE under the terms of this lease shall be sent by registered mail addressed to LESSEE at American Building, Baltimore, Maryland.

14. Rentals hereunder shall be paid by check to Mr. Robert B. McCorkle and Daisy M. McCorkle at 319 Meyers Drive, Greenville, South Carolina provided, however, that LESSOR may change such instructions from time to time by written notice to LESSEE in accordance with paragraph 13b hereof.

15. No assignment or change of interest by LESSOR in the premises hereby demised, whether recorded or unrecorded, shall be binding upon LESSEE unless and until LESSEE shall be actually notified thereof by registered mail, and in no event shall such assignment or change of interest affect this lease or the renewal or purchase option rights of LESSEE hereunder.

16. LESSOR agrees to promptly make, at his own cost and expense, all repairs to the demised premises and the buildings, driveways and improvements thereon, which may be or become necessary to maintain the demised premises in good order and condition for the purposes of a gasoline filling and service station, and to make any and all repairs, alterations or improvements to the demised premises which may be required by public authority, and should LESSOR fail or refuse to immediately make any or all such repairs, alterations or improvements upon notice from LESSEE as to the necessity therefor LESSEE shall have the right, at its option, to make such repairs, alterations or improvements at the expense of LESSOR, whereupon LESSEE shall have a lien upon said premises for the expenditures so made by it, and is hereby authorized to deduct same from any rents or other amounts payable to LESSOR, or may require LESSOR to reimburse LESSEE therefor in whole or in part; or LESSEE may, at its option, terminate this lease forthwith. In the event the buildings or improvements upon the demised premises shall be destroyed or rendered untenable for the purposes herein mentioned by fire or unavoidable casualty, unless the LESSOR shall rebuild and restore said buildings and premises to their former condition within three (3) months from the date of such destruction or damage LESSEE shall have the right, at its option, to terminate this lease. Rental under this lease shall abate during any period in which the premises shall be untenable for the purposes of a gasoline service station.

17. Should LESSEE hold over the demised premises after the expiration of the term hereof, or of any exercised renewal or extension period, such holding over shall, in the absence of a written agreement between the parties therefor, be deemed to be a tenancy from month to month upon the same terms and conditions.

18. The terms, conditions and covenants of this lease shall be binding upon and shall inure to the benefit of each of the parties hereto, their heirs, personal representatives, successors, sublessees or assigns, and shall run with the land; and where more than one party shall be lessors under this lease, the word "LESSOR" whenever used in this lease shall be deemed to include all parties lessor jointly and severally.

19. LESSOR covenants that LESSOR has the right, full power and lawful authority to execute these presents, and all parts thereof, in the manner aforesaid, and that LESSOR will do, execute, acknowledge and deliver, or cause to procure to be done, executed, acknowledged and delivered, all such further acts and papers as may be necessary for the better assuring unto LESSEE, its successors and assigns, of the performance of all the covenants and agreements herein; it being further agreed that in the event a title examination shall disclose that LESSOR is not vested with a good and marketable title to the premises hereby demised, or in the event there are any restrictions prohibiting the use thereof as a gasoline filling and service station, LESSEE shall have the right, at its option, to terminate this lease.

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20. (Special provisions): LESSEE'S right to apply all or part of rentals accruing under this lease to the payment of LESSOR'S obligations to LESSEE as provided in Clause 4 above, shall be limited to LESSOR'S obligations arising out of or in connection with this particular lease.

21. This lease embodies the entire agreement between the parties hereto relative to the subject matter hereof and shall not be modified, changed or altered in any respect except in writing; and in the event of any termination of this lease pursuant to any right reserved by LESSEE herein, all liability on the part of LESSEE for payment of rent shall cease and determine upon payment proportionately to the date of such termination of this lease.

22. This lease shall not be deemed to have been accepted by LESSEE, nor shall the same be binding upon LESSEE, unless and until the same shall have been duly signed by its Vice President or General Manager, and a signed copy thereof delivered to LESSOR.

IN WITNESS WHEREOF, the parties hereto have duly signed these presents and affixed their respective seals, the day and year first above written.

Witness: as to each signature

[Handwritten signatures]
Berry

Robert B. McCorkle (SEAL)

Daisy M. McCorkle (SEAL)

..... (SEAL)

..... (SEAL)

Witness: *C. May Frank*

THE AMERICAN OIL COMPANY,

By: *M. R. Schwartz*
Vice President.

ATTEST:

[Signature]
Assistant Secretary.

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