

except for wilful injury, or damages inflicted by the Lessee personally, but not by his agents, servants, or sub-Lessees:

4. Should the Lessee herein sub-lease any portion of the property above described for any portion of the time to anyone, including the Lessor, then the same shall be held, used and occupied the same as if he were a stranger to this contract, and such holding shall constitute an entire and independent contract, which shall not operate as a revocation, modification or waiver of any of the provisions of the foregoing lease; but shall be held, and occupied subject to this lease, and as sub-lessee only; and whose rights and privileges, and use and occupancy shall be determined as a sub-Lessee, and not under the right of ownership of the above described premises.

5. And it is distinctly understood and agreed, that in the event any person, firm or corporation, including the Lessor, shall sub-lease the premises above described from the Lessee under this lease, then such sub-Lessee shall use, occupy, and possess said premises and property only so long as said sub-Lessee shall purchase, handle, and sell on said premises the petroleum products furnished or designated by the said Lessee, and no longer, that is to say, should the Lessee change his connection from one oil company to another, from time to time, then said Lessee would have the exclusive right to furnish or designate and/or supply such petroleum products as said sub-Lessee could purchase, possess, handle, and sell on said premises, and, should the sub-Lessee fail or refuse to purchase from the Lessee, or party designated by the Lessee any and all of his petroleum products, including gas and oil, and supplies, as above provided for, then said sub-Lessee shall thereby forfeit said sub-lease, and his right to hold under the said Lessee shall be automatically terminated, and said sub-Lessee shall on demand surrender possession thereof to the Lessee, and in case of failure to surrender the same, shall be subject to ejectment as a tenant-at-will of the Lessee holding over.

6. It is further understood and agreed, that, for convenience of the parties, that any sub-Lessee, including the Lessor, sub-leasing the premises above described from the Lessee herein, do by signing the stipulation at the bottom of the instrument, expressing an intention to adopt the same along with the Lessee, shall be sufficient adoption of the foregoing provisions of this contract as sub-Lessee and Lessee, and the same shall thereby become binding on both Lessee and sub-Lessee in all its terms and provisions.

IN WITNESS WHEREOF, we, the said Lessor and Lessee above mentioned, do hereby set our hands and seals to the foregoing contract, which is executed in duplicate, and each party acknowledges receipt of a copy. This 15th day of August, 1943.

Signed, sealed and delivered in
the presence of:

Henry N. Forrest
A. A. Drake.

Mrs. Mollie L. Poole (SEAL)
A. B. Batson (SEAL)

STATE OF SOUTH CAROLINA,
COUNTY OF GREENVILLE.

Personally appears A. A. Drake, who, on oath says that he saw Mrs. Mollie L. Poole and A. B. Batson sign, seal, and as their act and deed deliver the foregoing instrument for the uses and purposes therein mentioned, and that he with Henry N. Forrest witnessed the execution thereof.

Sworn to and subscribed before me this 18 day of Aug. 1943.

A. A. Drake.

W. L. Stamey

Notary Public of South Carolina.



State of South Carolina,
County of Greenville.

We, the undersigned, designated as Lessee, and Sub-Lessee, do hereby adopt the above and foregoing contract as our entire agreement in all its applicable terms, and each acknowledges receipt of a copy of the above.

Signed, sealed and delivered this 18 day of Aug. 1943. at Greenville, South Carolina.

A. B. Batson (SEAL)

Lessee.

W. F. Butler (SEAL)

Sub-Lessee.

No Stamps.

Recorded July 27th, 1944 at 4:28 P. M. #7976 BY:E.G.