

and payable.

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During the continuance of this lease or renewal thereof, Sublessee shall keep the buildings and improvements on the premises adequately insured against loss by fire or other casualty and in the event of any loss as a result of which insurance proceeds are payable, Sublessee shall use said proceeds forthwith to repair or replace the buildings or improvements damaged.

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If more than one-half of the area of the property herein demised is taken or acquired for public or quasi-public use by condemnation proceeding or otherwise, the Sublessee at its option may cancel this lease by giving written notice of its intention to cancel within Sixty (60) Days after said taking or acquisition. If by reason or relocation of said Wade Hampton Boulevard the leased premises do not have direct access to the said Wade Hampton Boulevard, the lessee at its option may cancel its lease.

-10-

The sublessor warrants that he has a merchantable title to the property described herein.

-11-

The sublessor covenants and agrees that during the continuance of this lease, sublessee shall have quiet possession and enjoyment of the premises.

-12-

This agreement shall be binding upon the parties hereto, their heirs, executors, administrators, purchasers, successors and assigns.

It is further understood and agreed that the rental both for equipment and land, heretofore set out in this instrument, is to be paid over and unto Bruce Oil Company, which in turn agrees to pay the owner of the land the amount due said owner under the terms of