

(2) It is understood and agreed that Lessor does not warrant, in any respect whatsoever, any equipment or personal property leased herein, or which may hereafter be installed upon the demised premises by Lessor, including, without limitation, the condition thereof or the fitness thereof for any purpose.

(3) It is understood and agreed that if Lessor is not the owner of the premises herein demised, then the within lease and the estate created hereby are subject to all of the terms, provisions and conditions of the lease or other arrangement under which Lessor holds the said premises, and if because of such lease or other arrangement under which Lessor holds the said premises, Lessor's tenancy is cancelled and terminated then the within lease shall be automatically terminated and cancelled without further act of the parties hereto and without any liability on the part of Lessor.

(4) Lessee agrees to make no unlawful or offensive use of the premises and to comply with all statutes, ordinances, rules, orders, regulations and requirements of federal, state and municipal governments, and administrative bodies; to pay the rent herein specified at the time when same is due; to make no assignment of this lease nor sublet the premises herein demised; to make no additions or alterations to the structure of the buildings, improvements or drive-ways without the written permission of Lessor; to make no repairs at the expense of Lessor without the written consent of Lessor; Lessor agrees, at its expense, to make all repairs to the premises and to the equipment owned by it included in this lease which Lessee notifies Lessor in writing are needed, provided, however, such repairs are necessary in Lessor's opinion and are not caused by the negligence or misuse of Lessee.

(5) Lessor will pay all real estate and personal property taxes on the real and personal property herein demised, and Lessee agrees to pay all other taxes, license fees and charges necessary for the operation of Lessee's business on said premises, including charges for water, gas and electric current that may be consumed on said premises.

(6) If said premises or any part thereof shall, during said term or previous thereto, be damaged by fire, and Lessor shall elect to repair the same, abatement will be made for the rent corresponding to the time during which and the extent to which the said premises may have been untenable, but if the building or buildings should be so damaged that Lessor shall decide not to rebuild, the term of this lease shall cease and the aggregate rent be paid up to the time of the fire.

(7) Lessee agrees at the expiration or other termination of this lease to quit and surrender, peaceably and quietly to Lessor, its Agent or Attorney, the premises and equipment herein leased in as good order and condition as they now are, ordinary wear and tear, fire and acts of God excepted, and not to make or suffer any waste thereof, replacing or paying to Lessor the reasonable value of any damage to the premises or equipment caused by Lessee's negligence or misuse.

(8) It is agreed that if any rent shall be due and unpaid, or if default shall be made in any of the covenants herein contained, then it shall be lawful for Lessor without formal demand or notice of any kind to re-enter said premises, remove all persons therefrom and terminate this lease.

(9) Lessor covenants that Lessee on paying said rent and performing the covenants aforesaid shall and may peaceably and quietly have, hold and enjoy the said leased property for the term aforesaid, subject to the provisions hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be properly executed in duplicate.

W. Ingram  
 Witness  
J. A. Branchard  
S. A. Dean  
 Witness  
Joyce J. Rapu

ESSO STANDARD OIL COMPANY  
 (Lessor)  
 By S. A. Dean  
 Merchandising Manager  
James J. Jenkins  
 (Lessee)

STATE OF SOUTH CAROLINA,  
 COUNTY OF \_\_\_\_\_  
 Personally \_\_\_\_\_  
 do hereby certify that \_\_\_\_\_  
 and as \_\_\_\_\_  
 \_\_\_\_\_  
 to before me, \_\_\_\_\_  
 day of \_\_\_\_\_, 1956  
Evelyn Goodard (SEAL)  
 Notary Public, S. C.

J. A. Branchard  
S. A. Dean  
A. W. INGRAM  
J. A. Branchard

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