

responsibility of the Tenant to negotiate the arrangements for terminating this lease, the demolition of the building(s) now standing on the lot, the removal of the underground fuel storage tanks, signs and other improvements located on said premises.

FAILURE TO DELIVER PREMISES. The failure of the Landlord to deliver actual possession of said premises at the time and in the condition provided in the paragraph captioned "Delivery of Premises" shall give Tenant, in addition to such other rights as Tenant may have under the common or statutory law of the State of South Carolina, the right either (1) to rescind the lease by giving notice to Landlord or (2) to waive such default by Landlord or (3) to postpone the date of commencement of the term of this lease.

RENTAL. In consideration of the demise and leasing of the premises aforesaid by said Landlord, the Tenant covenants, stipulates and agrees to pay to the Landlord as rental for said premises hereinabove described, the sum of Three Thousand and no/100 (\$3,000.00) Dollars per annum, payable in the sums of Two Hundred Fifty and no/100 (\$250.00) Dollars per month, monthly in advance on the first of each month during the term of this lease.

The parties herein designated as Landlord, on behalf of themselves and their heirs and assigns, hereby covenant and agree that prompt notice will be given Tenant of the death or legal incapacity of any of the parties herein designated as Landlord or any of their heirs and assigns, and of any transfer or other conveyance of any interest in the leased premises. It is further covenanted and agreed that all payments made in accordance with the provisions hereof, prior to receipt by Tenant of written notice of any change in said interests, shall fully and effectively discharge Tenant from any liability for the rent covered by such payments and that the parties herein designated as Landlord and their heirs and assigns will hold Tenant harmless from any further liability therefor.

Tenant shall not be required to make any change in the disbursements as hereinabove set out until he has been furnished

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