

Landlord and Landlord shall warrant and defend Tenant in such peaceful and quiet use and possession against the claims of all persons claiming by, through or under Landlord.

19. That should this lease become effective, Landlord agrees to pay to Caine Company, Calhoun Towers, Greenville, South Carolina, Agents, the standard commission established by the Greenville Real Estate Board for negotiating this lease.

20. That Landlord shall not during the term of this lease, operate, or permit to be operated upon the tract of land owned by the Landlord of which the leased premises was formerly a part, either with, by or through itself, its agents, lessee's, transferee, assignee, grantee or otherwise, a convenience drive-in food store of the type to be occupied by Tenant. Said tract of land to be defined as being bounded by Augusta Road, Wood-Meade, Pine Creek Drive, and Crestfield Road consisting of approximately 20 acres. This restriction is not intended to prohibit a grocery store operation of the super-market type in a free standing building or within a building or complex of buildings so long as said grocery store occupies at least five thousand square feet of floor area.

SPECIAL PROVISIONS

21. Insofar as the following special stipulations conflict with the foregoing provisions, the following shall control:

22. Landlord and Tenant as used herein shall include and inure to the benefit of and bind the heirs, executors, administrators, assigns and successors of said parties (Landlord and Tenant) herein.

IN WITNESS WHEREOF, Landlord and Tenant have caused this lease agreement to be duly and properly signed and sealed the day and year first above written.

Signed, Sealed and Delivered
in the presence of:

SANS SOUCI HOUSING, INC.

Prox
Peggie L. Anderson
Mary L. Shaw

R. O'Connell (SEAL)
President

Signed, Sealed and Delivered
in the presence of:

ATLANTIC COMPANY (SEAL)

Ed Fountain
Betty J. Burns

James O. Conley
Vice PRESIDENT

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