

XIII. Lessee shall, during the term of this Lease, or any renewal hereof, pay the water rent, all charges for electric current used on the demised premises, all taxes and assessments on the personal property and improvement placed thereon by Lessee, all minor privilege charges, all other current expenses. Lessor shall pay all taxes and assessments on the land constituting the demised premises. Lessee covenants and agrees to reimburse Lessor for so much of the taxes and assessments on said land as shall exceed the sum of Two Hundred Forty-one Dollars (\$241.00) per year upon presentation by Lessor to Lessee of a receipted tax bill.

XIV. Lessee covenants promptly to execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City governments and of any and all their departments, bureaus and agencies applicable to said premises, or to the operation thereof as a drive-in gasoline filling and service station and car wash. Lessee shall not be responsible for penalties incurred by reason of Lessor's failure so to comply.

XV. Lessor covenants and agrees to warrant, protect and defend Lessee, its successors and assigns, from and against any and all loss or damage that Lessee may sustain by reason of the enforcement of any mortgage or other lien upon the demised premises. In the event of any default under any mortgage or lien hereinabove referred to, Lessee, its successors and assigns, may, at their option, cure such default and make any payments required and deduct from the rent payable by Lessee hereunder any sum so expended. Lessors agree to secure the written consent of the mortgagee or lienor, as the case may be, permitting Lessee, its successors and assigns, to cure any such default at any time and to deduct from the rent payable by Lessee hereunder.

XVI. In the event of any change in grade of any streets, alleys or highways abutting the demised premises of two (2') feet or more, or the condemnation of the whole or any part of the demised premises which shall have rendered the demised premises, or such portion thereof as shall remain after such condemnation, unsuitable for the purpose of a drive-in gasoline filling and service station and car wash, Lessee may, at its option, terminate this Lease, in which event all liability on the part of Lessee shall cease upon payment of rent proportionately to the date of such termination. In the event of condemnation of a portion of the demised premises (so that the business can still be effectively operated), the Lessee may continue in possession of the demised premises in which event there shall be a proportionate reduction in rental in the same ratio as the area taken shall bear to the entire area included in this demise.

In the event of any such condemnation proceeding, or other taking of the demised premises or any part thereof, Lessor and Lessee hereby agree to share in the proceeds of any such condemnation award or recovery in an amount to be agreed upon by Lessor and Lessee. In the event Lessor and Lessee are not able to agree as to the division of such award or recovery, then and in that event such division shall be determined by a Board of Arbitrators in accordance with the procedures set forth in Section 10-1901, Code of Laws of South Carolina, 1962, as amended, and the decision of the Board of Arbitrators shall be binding upon the parties.

Eliminated
~~In the event of any such condemnation proceeding, or other taking of the demised premises or any part thereof, Lessee shall have any and all right or rights of action against any public or private authority that shall institute and prosecute such condemnation proceeding for all damages which may accrue to Lessee by reason of any loss, damage or injury to any of its property that shall then be in, on, under or about the demised premises; and such right or rights of action shall be in addition to the right of Lessee to terminate this Lease as above set forth.~~

(Continued on Next Page)