

The profit from the Sale of Gasoline shall be divided equally between the parties hereto at the end of each month, or as soon thereafter as an accounting can be made and the amount of profit determined, but not later than ten (10) days after the end of each month.

In addition to the distribution of profits, the party of the first part shall be authorized to withdraw from the bank account an amount or amounts not to exceed the Cost of Gasoline sold to date of withdrawal.

8. The party of the second part shall pay all light and power, water and sewer charges upon said demised premises.

9. The party of the first part's brand name is Hy-Rocket. This brand name or one of the brand names that the party of the first part has registered with the State of South Carolina shall be maintained on all gasoline pumps and facilities. Advertising material if loaned by the party of the first part, shall be used solely for the sale of its products on the premises, shall remain its property and be returned upon termination of this contract. All advertising, including color schemes, or its products shall be subject to the party of the first part's approval.

10. The party of the first part shall not be liable for loss or damage due to delays or defaults in performance when the supplies or the facilities of production, manufacture, transportation, distribution or delivery contemplated by it are interrupted or unavailable by reason of any requirement or request of any governmental authority or person purporting to act therefor, wars, public disorders, acts of enemies, sabotage, strikes, fires, acts of God, accidents, or breakdowns whether or not preventable, or any cause beyond its control. The party of the first part shall not be required to remove such causes or replace the affected source of supply or facility if it shall involve additional expense or a departure from its normal procedures. The party of the first part shall not be required to make up deliveries omitted on account of such cause. In no event shall it be liable for prospective profits or special, indirect or consequential damages.

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