

6) It is agreed and understood between the parties that in the event the Lessee decides he needs an additional building, Lessee must get the approval of Lessor before constructing extra building;

7) Rent is to be paid by the first day of the month for that month at address supplied by Lessor. If mailed, then considered received when stamped by U.S. Post Office;

8) Lessor to be responsible for taxes and insurance;

9) If a portion or all of the leased premises is taken under the power of eminent domain, or if portion or all destroyed by fire, then at the option of Lessee, this lease shall be terminated, immediately;

10) This Agreement to be construed under the laws of the State of South Carolina;

11) This Agreement to be effective July 1, 1976.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25<sup>th</sup> day of June, 1976.

WITNESSES:

Grenda R. Jakes  
Don Jakes

Grenda R. Jakes  
Patricia J. Jakes

Grenda R. Jakes  
Don Jakes

Robert Cobb (SEAL)  
Robert Cobb, Lessor

GARDNER TIRE COMPANY  
BY: Richard J. Gardner (SEAL)  
Lessee

CRAIN REAL ESTATE & INSURANCE  
AGENCY, INC.  
BY: Richard J. Crain (SEAL)  
Leasing Agent

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