

18. MISCELLANEOUS. (a) The failure of either party to insist at any instance on strict performance of any covenant hereof shall not be construed as a waiver of such covenant in any other instance. No modification of any provision hereof and no cancellation or surrender hereof shall be valid unless in writing and signed by the parties.

(b) All of the provisions of this sublease shall be deemed and construed to be "covenants" as though the words importing such covenants were used in each separate paragraph hereof.

(c) This sublease and the covenants and agreements herein contained shall bind and inure to the benefit of the parties hereto, their heirs, successors and assigns.

(d) Time is of the essence of this sublease.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first hereinabove written.

ATTEST:
James L. Matthews
Secretary
Leresa J. Minant
Witness

SUPER TIRE STORES, INC., T/A SUPER
TIRE STORES OF GREENVILLE, S. C.
BY: J. David Gault (Lessee)
President
Ray A. Weaver (Witness)
Witness

John L. ...
Treasurer and Secretary
Joy Bearden - Witness
-Witness-
STATE OF NORTH CAROLINA
WILSON COUNTY

AMERICAN BAKERTIES COMPANY (Lessor)
By: John L. ...
President
Joy Bearden - Witness
-Witness-
John Fredew

Personally appeared before me George A. Weaver, who, being duly sworn, says that he saw the corporate seal of SUPER TIRE STORES, INC., affixed to the foregoing instrument and that he also saw J. DAVID GAULT, President and James L. Matthews, Secretary of Super Tire Stores, Inc., sign and attest the same, and that he with Leresa J. Minant, witnessed the execution and delivery thereof as the act and deed of the said Super Tire Stores, Inc.

Sworn to before me this 29th day of July, 1976.
My Comm. Expires: 5/23/81
Carolyn D. Glasgow
Notary Public
Wilson County, N. C.

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