

6. The Lessee further covenants and agrees that all electrical, water, sewer, telephone, gas or other utility charges and connections shall be paid by Lessee.

7. The Lessors covenant and agree that he will pay to Properties Unlimited, Inc. and C. Dan Joyner Commercial, Inc., or their successors or assigns, a real estate commission according to the following terms:

- a) An amount equal to the first month's rent under the terms of this Lease to be paid on the beginning date of this Lease.
- b) Eighty (\$80.00) Dollars per month for a period of five (5) years, beginning on the 1<sup>st</sup> day of Feb, 1979, and continuing through the 1<sup>st</sup> day of Feb., 1984, and
- c) One Hundred, (\$100.00) Dollars per month for a period of five (5) years beginning on the 1<sup>st</sup> day of Feb, 1984, and continuing through the 1<sup>st</sup> day of Feb., 1989, if the option described hereinabove is exercised.

Payments under Items b and c herein to be paid in advance on the first day of each month.

8. It is agreed between the parties that in case at any time default shall be made by the Lessee in the payment of any rent upon the day when the same shall become due or payable, and such default shall continue for ten (10) days, or in case default shall be made by the Lessee in the performance of any of the other terms, conditions or covenants of said Lease by said Lessee to be performed, other than the covenant for the payment of rent, and said default shall continue for a period of thirty (30) days after the service of written notice of such default by the Lessor on the Lessee (no notice of default in the payment of rent being necessary), then the Lessor may enter into and upon the demised premises or any part thereof and repossess the same, with or without terminating this Lease, and without prejudice to any of its remedies for rent or breach of covenant, and in any such event may, at its option, terminate said Lease by giving written notice of its election so to do, or may, at its option, let the premises or any part thereof as the agent of the Lessee or otherwise. The foregoing rights and remedies given to the Lessor are, and shall be deemed to be cumulative, and the exercise of one shall not be deemed to be an election, excluding the exercise by the Lessor at any other or different time of a different or inconsistent remedy and shall be deemed to be given to said Lessor in addition to any other and further rights granted to said Lessor by the terms of this instrument herein or by law, and the failure upon the part of the Lessor at any time to exercise any right or remedy hereby given to it shall not be deemed to operate as a waiver by it of its right to exercise such right or remedy at any other or future time.

9. This Lease shall be recorded in the REC Office for Greenville County, South Carolina, and the Lessee agrees to pay for all costs and charges incident to such recordation.

10. Lessee shall not assign this Lease or any interest therein and shall not sublet the said premises or any part thereof without the express written consent of the Lessors herein.

11. The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on this

1<sup>st</sup> day of February, 1979.

In the Presence of:

[Signature]

[Signature]  
Corbitt P. Porter  
[Signature]  
Charles R. Barber

LESSORS

[Signature]  
J. Wesley Snyder, Jr. & Julia Snyder  
Auto Sale

REC  
0375

REC  
RV-2

*JWS*