

condition of the said premises, buildings, equipment, tools and appliances, or the exercise of any right herein granted, whether sustained by Lessee or Lessor, or their respective agents or employees, or any other person or persons, firm or corporation, which may seek to hold Lessor liable, except nothing herein shall require Lessee to be responsible for any damage or injury caused by Lessor's negligence while on or about said premises.

8. It is mutually agreed that none of the provisions of this lease shall be construed as reserving to Lessor any right to exercise any control over the business or operations of the Lessee conducted upon the leased premises, or to direct in any respects the manner in which any such business and operation shall be conducted, it being understood and agreed that entire control and direction of such activities shall be and remain with Lessee. It is further understood and agreed that Lessee shall have no authority to employ any persons as employees or agents for or on behalf of Lessor for any purpose, and that neither Lessee nor any other persons performing any duties or engaging in any work at the request of Lessee upon the leased premises shall be deemed to be employees or agents of Lessor.

9. Lessor shall have the right to enter the leased premises at any time for the purpose of examining and inspecting same.

10. This lease is subject to all the terms and conditions of any lease under which Lessor is entitled to possession of said premises, and if for any reason whatsoever Lessor's tenancy is cancelled, terminated or surrendered, then this lease shall automatically terminate and end without further act of either of the parties hereto and without any liability on the part of Lessor.

11. Any notices under this lease shall be delivered to Lessee at 515 Pendleton Street, Greenville, S. C. and to Lessor at 900 Poinsett Highway, Greenville, S. C., or such other address as the parties may from time to time designate in writing. Notice may be given by mail, and in such event the date of service shall be the date on which the notice is deposited in a United States Post Office, properly stamped and addressed.

12. This lease shall not be binding on Lessor unless executed by a duly authorized officer or agent of Lessor.

13. The execution of this Dealer Lease Agreement is not intended to and does not constitute a merger of estates.

14. If at such time, the Lessor is unable to supply gasoline to the Lessee, then the Lessee has the right to purchase gasoline elsewhere, until such time as the Lessor is able to renew the gasoline supply. If the Lessor's business is terminated then this lease is terminated.

