

6. In the event the Lessee, his heirs or assigns, shall be adjudicated bankrupt, insolvent according to law, or shall file a voluntary petition in bankruptcy, or if any payment of rent shall be past due and unpaid for a period of sixty (60) days, then in any or all of such events, this agreement of lease shall hence forth terminate at the option of the Lessor and any unpaid rent shall become immediately due at the option of the Lessor, and the Lessor may thereupon lawfully enter into and upon the premises, or any part thereof, and repossess the same eject the Lessee and those claiming under him and remove his effects by force, if necessary, without being deemed guilty of any manner of trespass and without prejudice to any other claim or remedies the Lessor may have or use for arrears of rent or breach of covenant.

7. It is further agreed by and between the parties hereto that the Lessee shall keep and hold harmless the Lessor from any and all claims for damages, liability for anything and everything whatsoever arising from or out of the occupancy by or under the Lessee or Lessee's agents or servants, and from any loss or damage arising from any fault or negligence by the Lessee, or failure on the Lessee's part to comply with any of the covenants, terms herein contained or otherwise.

8. Should the building on said lot be destroyed or so damaged by fire as to be unfit for occupation and use and the Lessor should elect not to repair said damage within a reasonable time, the Lessor or the Lessee shall have the right to terminate the within lease and the rent for any unexpired portion shall abate.

9. It is understood and agreed by and between the parties hereto that the Lessee shall keep said buildings, to be erected upon said lot, in a good state of repair at the Lessee's own cost and expense and that at the end or expiration of this lease, said buildings shall be and belong to and shall be turned over to the Lessor in as good condition as when erected, reasonable wear and tear and damage by the elements or other casualty excepted.

10. The Lessor shall keep the buildings insured up to seventy-five (75%) percent of the insurable value against fire and the policies shall carry extended coverage clauses protecting against damage by wind storm or other casualties. If the buildings are partially destroyed, the Lessor shall promptly repair the same so that the Lessee may continue to use and occupy the premises under the terms of the lease. If, however, during the period of repairs, the Lessee's use of the premises is interrupted, the rental shall be properly reduced and adjusted between the parties. This clause does not revoke or modify clause in regard to total destruction by fire.

11. It is understood and agreed that at the expiration of this lease, the Lessee shall have the right to remove all storage and dispensing facilities for petroleum products and equipment, including hydraulic lifts, air compressors, sign poles, flood lights, lights and all fixtures, appliances and movable equipment placed in or about the premises by the Lessee. However, no underground piping shall be removed.

12. It is understood and agreed that the Lessor shall not build nor permit the erection of any building or other structure on the property which he owns immediately adjacent to the land herein demised, nearer than twenty-five (25) feet to the South Carolina State Highway Department right of way and that should he sell said land the deed conveying same shall contain a provision restricting said property against the erection of any such building or other structure.