

9.—Should a substantial portion of the leased premises be damaged by the negligence or wilful misconduct of LESSEE, his agents or employees, or any cause beyond the reasonable control of LESSOR, LESSOR, without prejudice to any claim for damages it might have, shall have the right to terminate this lease without liability; provided, however, that such termination right can only be exercised during a period of not more than ten (10) days following the date LESSOR acquired knowledge of such damages and the cause thereof.

10.—LESSEE shall exercise and be responsible for exclusive control of the leased premises.

11.—Should LESSEE fail to make payment of any rentals when due and fail to remedy such default within five (5) days thereafter, LESSOR can terminate this lease.

Should LESSEE at any time fail to comply with any of his other obligations hereunder, excepting those provisions wherein LESSOR is already given an express right to terminate the lease, and fail to remedy such default within fifteen (15) days after receipt of notice from LESSOR specifying the default, LESSOR can terminate the lease.

Whenever this lease shall terminate, LESSEE hereby waives all right to any notice or demand to quit possession as prescribed by any statute then in force relating to summary process, and LESSOR shall have the right to retake possession of the leased premises and also the option of retaking the products and merchandise located thereon, such products and merchandise to be accounted for in accordance with law and the respective rights of the parties at such time.

12.—If LESSEE dies, the lease shall terminate automatically. If LESSEE becomes involved in any insolvency or bankruptcy proceeding, or executes an assignment for the benefit of creditors, LESSOR shall have the right to terminate this lease.

13.—This lease is personal, does not permit absentee operation, shall not be assigned by LESSEE either voluntarily or by operation of law, and LESSEE shall not sublet the whole or any part of the leased premises.

14.—Subject to the terms and conditions of LESSOR'S credit card program, outlined by LESSOR from time to time, LESSOR will (1) accept from LESSEE assignment of accounts which result from retail credit sales made by LESSEE to holders of valid Atlantic credit cards or those of other companies coming under Atlantic's credit privilege program and (2) pay or credit LESSEE the amount thereof. Either party may terminate this credit card arrangement by giving to the other not less than 48 hours' advance written notice without termination or cancellation of any other provisions of this lease.

15.—

In consideration of loan of Lessor to Lessee in the amount of \$1500.00, Lessee agrees that should he default in loan or rent or both payments that the entire stock and equipment owned by him or his assigns at said leased premises can at Lessor's option, be sold to anyone of Lessor's choice, the money for said sale to apply on the unpaid portion of attached note and rent which might be due. Any overage of money to go to Lessee.

16.—A waiver of any breach hereunder shall not be deemed a continuing waiver, or a waiver of any subsequent breach whether of the same or of a different provision of this lease.

17.—LESSOR reserves the right to enter the premises at all reasonable times for the purpose of ascertaining LESSEE'S compliance with the agreements herein contained and for making necessary repairs and replacements.

18.—This lease is subject to the terms and conditions of any existing lease or contract governing LESSOR'S rights to the leased premises. LESSEE, in no event, shall have or claim any right of possession or occupation of said leased premises at variance with the terms or beyond the period of LESSOR'S right thereto.

As of the beginning of the term hereof any prior lease between the parties hereto affecting the leased premises shall be terminated.

19.—Any notice from one party to the other shall be in writing and shall be deemed to have been given if sent by certified mail addressed to LESSOR at P. O. Drawer 1170, Spartanburg, South Carolina, and to LESSEE at the leased premises.

20.—This lease contains the entire agreement between the parties and its execution has not been induced by any representation, understanding, or agreement of any kind other than those herein expressed. This lease cannot be amended except by written instrument duly executed by both parties.

In Witness Whereof, the parties have executed this lease as of the day and year first hereinabove written.

WITNESSES:

William J. Hope Jr.
George D. Weber

THE GREENVILLE PETROLEUM COMPANY

By *R. E. Mitchell* Vice-President
George D. Weber

STATE OF SOUTH CAROLINA

County of GREENVILLE

Personally appeared before me W. T. HOPE JR, who, on oath, deposes and says that he saw THE GREENVILLE PETROLEUM COMPANY, by its ^{Vice} President, R. E. MITCHELL, LESSOR, and GEORGE D. WEBER, LESSEE, sign, seal, and as their acts and deeds deliver the within lease, and that he with J. H. McKINNEY witnessed the execution of same.

Sworn to before me this

3rd day of MAY, A.D. 1957

J. H. McKinney
Notary Public for South Carolina

William J. Hope Jr.

Recorded May 3rd, 1957 at 2:44 P.M. # 1.0626