

continuing for a period of thirty (30) days or Lessee shall become insolvent, or bankrupt, either voluntarily or involuntarily, or shall make composition for the benefit of creditors or shall permit any lien to attach to the premises leased, then the Lessor shall have the right to re-enter the said premises, remove all persons therefrom, declare the balance of the rent due and payable, relet the premises or operate the same, collect rents and profits and charge the Lessee for any deficiency which may occur.

10. Lessee shall have the right to assign or transfer this Lease and sublease the premises subject to the written consent of the Lessor, which consent will not be unreasonably withheld.

11. It is agreed that for the same rental as herein specified that Lessee may, in its own discretion, install gasoline pumps and accessories and sell gasoline and oil products as part of the normal course and conduct of business as a convenience store, provided the location of such pumps and oil do not interfere with Lessor's parking and use of its remaining property.

12. Lessee agrees at the expiration or other termination of the Lease to peaceably and quietly surrender the premises to the Lessor, his agents or attorneys, in a reasonable condition, less ordinary wear and tear, and to make or suffer any waste thereof.

13. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

14. Rent shall become due and payable under this Agreement upon Lessee's completion of building and opening for business or ninety (90) days from date of signing, whichever occurs first.

IN WITNESS WHEREOF, the undersigned have set their hands and seals the day and year above written.

WITNESSES:

Shirley R. Jameson
David H. Trapp

Estelle O. Lindsey
Mary [unclear]

Estelle O. Lindsey
Mary [unclear]

GUARANTY MORTGAGE CO., INC.

BY: David G. Taylor, Jr.
PRESIDENT LESSOR

CAROLINE INSURANCE & INVESTMENT COMPANY

BY: [Signature]
PRESIDENT LESSEE

[Signature]
HAMISH TURNER, SR. GUARANTOR

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