

in the premises. Upon any such breach by the Tenant, the Landlord shall have the right at its option to call all of the remaining rent to be paid under this agreement. In any such event all of the remaining rent payable hereunder shall immediately become due and owing to Landlord as liquidated damages. Landlord shall have the right at its option to terminate the tenancy hereunder or to relet the premises for the account of Tenant and Tenant shall remain bound for the payment of any difference in rental. The foregoing rights and remedies are set forth by way of illustration and shall not in anywise be deemed to limit or restrict the rights of Landlord as provided by the applicable statute law and common law of the State of South Carolina.

11. Landlord warrants that it is the owner of a fee simple marketable title to the above described premises and that Landlord will warrant and forever defend the said premises unto the Tenant, its successors and assigns, and that Tenant will enjoy peaceful and uninterrupted possession of the premises during the term of this lease or any renewals thereof.

12. The terms and conditions of this lease shall extend to and be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals acting through their respective officers who acting in behalf of, at their direction and for the benefit of their respective principals this 4th day of September, 1970.

IN THE PRESENCE OF: THE C. F. SAUER COMPANY, LANDLORD
W. Ronald Cooper By C. F. Sauer, III
Secretary C. F. Sauer, III President
As to Landlord

THE SPARTAN PETROLEUM COMPANY, INC., TENANT
M. S. Miller By R. E. Mitchell
James A. Mitchell R. E. Mitchell President
As to Tenant

J. S. Jewett