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brikking franking All rentals shall be payable to Rainwood, Inc. 

Greenville, (City), S. C. (State), or to such other person or persons or at such other place as may be designated in writing by Lessor (such writing to be signed by all individuals if more than one join as Lessor).

3. If at any time during the term hereof Lessor, or, if there be more than one, any Lessor, shall be indebted to Lessee on any account whatsoever, Lessee shall have the right to apply any accrued rental upon said unpaid indebtedness of Lessor, and Lessor agrees that the amount so applied shall constitute rental payment hereunder.

4. Lessor covenants and agrees with Lessee that the rents being paid in the manner and at the time prescribed, and the covenants and conditions and warranties herein being all and singular kept, fulfilled and performed, Lessee shall lawfully and peaceably have, hold, possess, use and occupy the premises and property hereby leased during the term hereby granted, or any extension thereof, without any hindrance, disturbance or molestation from Lessor; and Lessor hereby warrants and defends to Lessee against the lawful claims of all persons whomsoever the premises and property hereby granted. Lessor further covenants and agrees that, without Lessee's consent, Lessor will not use or permit to be used for the storage, sale, distribution, or advertisement of petroleum products any premises owned or controlled by Lessor adjacent to the premises covered hereby.

Addition to Section #5, Form 1717 - F Lease

This shall not be construed as covering charges for water consumed.

- 5. During the term of this lease Lessor covenants and agrees to pay all general and special taxes and any taxes for water levied and assessed, or charged, against said premises or the property of Lessor situated thereon, or on account of the use or occupancy of any or all thereof; and Lessor shall at its own expense obtain and have issued to and in the name of Lessee, or its nominee, any permit necessary or required to operate and maintain said station.
- 6. Lessor agrees, at its own expense, to maintain in good condition and repair and suitable for the busimess purposes of Lessee all the premises, improvements and personal property hereby leased, including driveways and approaches. Lessor further agrees to replace any of the demised improvements or personal property which may be destroyed or damaged beyond repair or otherwise rendered unsuitable for the business purposes of Lessee. In the event Lessor shall fail or refuse to make such repairs or replacements, Lessee may do so and deduct the cost thereof from rentals due or to become due under this lease. In the event of destruction of or damage to the demised improvements or personal property caused by fire or action of the elements, and if Lessor fails to rebuild or repair within sixty (60) days after such destruction or damage, Lessee shall have the additional option of terminating this lease by notice to Lessor; and if such option is exercised, Lessee shall be relieved from all obligations hereunder except for rent which shall have accrued prior to the date of the destruction or gamage. No rent shall be payable for any period during which the premises shall be untenantable or during which the Lessor shall fail to maintain the premises and improvements in good condition and repair as herein provided.
- 7. Lessee shall have the right and privilege of erecting, placing, constructing, equipping, maintaining and operating on the demised premises and in connection with said station any and all structures, improvements, appliances, containers and conveyors of whatsoever kind, on, under and above the ground, it may desire to use or may require in operating, transacting, carrying on and conducting on said premises its business of storing, distributing and marketing products of refined petroleum. Any installation heretofore or hereafter made by Lessee of its equipment, of its signs advertising its products, or of any of its property upon said premises shall be conclusive evidence of Lessee's entry into possession of said premises under the terms of the within lease.
- 8. Lessee shall have the right to make proper connections with any and all water-, gas-, and sewer-lines and pipes on the demised premises, and may continue the use and service thereof during the term of this lease.

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