

other covenants and agreements herein set out and said default continues for a period of fifteen days after written notice thereof, Landlord may, at its option, declare the lease terminated and take immediate possession of the premises or it may institute suit to enforce said agreement and, in the latter event, Tenant shall be liable for all costs incident to such an action, including reasonable attorneys fees. If the lease is terminated as aforesaid, Landlord shall release the property if a new lease is obtainable and Tenant shall continue liable for such loss as Landlord may sustain during the remaining life of said lease, either by way of loss of rents or expense, including redecorating and commissions incident to any releasing.

(j) This lease shall be construed under the laws of the State of South Carolina.

(k) That neither Landlord or Tenant, or any agent representing either, have made any statement, promise or agreement, verbally or otherwise, in addition to or in conflict with the terms of this lease. Any representations made during negotiations and not contained herein shall not be binding upon either of the parties hereto. No subsequent agreement relating hereto shall be valid and binding unless in writing and signed by the parties hereto.

(l) The remedies set forth herein in all instances are not exclusive but cumulative and in addition to all other remedies which may exist under the law.

(m) This lease agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

#### SPECIAL PROVISIONS

(1) The Tenant agrees to pay to the Landlord during the term of this lease a rental of one and one-half cents a gallon of all gasoline sold upon the leased premises during the term of the lease, which rental shall be paid monthly on or before the

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