

9. In the event any of the buildings or improvements of LESSOR upon the demised premises shall be totally or partially damaged or destroyed by fire or otherwise, or in the event of any needed replacement or repairs to make the buildings of LESSOR tenantable as contemplated under this lease, LESSOR fails to complete such restoration of buildings and improvements within thirty (30) days after written notice from LESSEE, LESSEE shall have the right to make such repairs and replacements at the expense of the LESSOR (any rental payable hereunder may be retained by LESSEE and used for such purpose) or LESSEE may cancel this lease upon written notice to LESSOR or LESSEE'S intention to do so. No rental shall accrue or be payable during the period of any such reconstruction which may in any manner interfere with the conduct of LESSEE'S business upon the premises.

10. The terms, conditions and covenants of this lease shall be binding upon and shall inere to the benefit of each of the parties hereto, their heirs, personal representatives, successors and assigns, and shall run with the land; and where more than one party shall be lessors under this lease, the word "LESSOR": whenever used in this lease shall be deemed to include all parties LESSOR jointly and severally.

11. LESSOR covenants that LESSOR has the right, full power and lawful authority to execute these presents and all parts thereof, in the manner aforesaid, and that LESSOR will do, execute, acknowledge and deliver, or cause or procure to be done executed, acknowledged and delivered all such further acts and papers as may be necessary for the better assuring unto LESSEE, its successors and assigns, or the performance of all the covenants and agreements herein.

IN WITNESS WHEREOF, the parties hereunto have duly signed these presents and affixed their respective seals, the day and year first above written.

WITNESS:

A.B. Howard
Loy D. Vaughn

D. VINCENT DUNCAN

D. Vincent Duncan
Catherine B. Duncan

WITNESS:

A.B. Howard
Loy D. Vaughn

WILLARD OIL COMPANY, INC.

BY: W. G. Willard

Personally appeared before me A.B. HOWARD and made oath that he saw WILLARD OIL COMPANY, INC, a Corporation, by its duly authorized officer, W. G. Willard, President, and D. Vincent Duncan and CATHERINE B. DUNCAN as his, or their, act and deed sign, seal and deliver the within written instrument for the uses and purposes therein mentioned, and that he, or she, with Loy D. Vaughn witnessed the execution thereof.

Sworn to before me this 29th day of Dec, 1965.

Ollie Jamison
Notary Public of South Carolina

A.B. Howard