

IX. Compliance with Building and Sanitary Codes. Lessee covenants that the leased premises and improvements thereon, will, upon completion, comply in every particular with all sanitary, labor, and building requirements of all laws or regulations applicable thereto; and Lessee further covenants and agrees that it will, at all times during the continuance of this lease, maintain such standards of sanitation as to merit an "A" rating or certificate from the State Board of Health.

X. Payment of Taxes, Assessments and Utilities. Lessor agrees that it will promptly pay, as and when the same become due and payable, all taxes, levies and assessments levied upon the demised premises prior to or during the continuance of this lease, and further agrees that in the event of its default therein Lessee may pay the same and deduct the amount thereof, together with any penalties and interest which may have been paid by Lessee, from the rents next accruing hereunder. Lessee covenants that it will pay for all water, gas and electricity used on the demised premises during the continuance of this lease.

XI. Assigning or Subletting. Lessee shall have the right to assign this lease or sublet the demised premises, or any portion thereof, with the written consent of the Lessor, it being understood that such consent will not be unreasonably withheld, provided that no such assignment or subletting shall affect or prejudice any of the covenants, conditions or provisions herein contained or release Lessee from any of its obligations hereunder.

XII. Termination for Default. It is further expressly understood and agreed that in the event there be any default in the payment of the rental hereinabove reserved or any breach by Lessee of any of the other covenants on the part of Lessee herein contained, and such default or breach shall continue after thirty (30) days' written notice to Lessee, then and in any such event it shall be lawful for Lessor to re-enter into and upon the said premises, or any part thereof in the name of the whole, and thereupon this lease shall, at the option of Lessor, absolutely terminate. It is further covenanted and agreed between the parties hereto that, for the more effectual securing of the rent herein reserved and as a further condition of this lease, the filing of any petition or other proceedings in bankruptcy or insolvency by or against Lessee shall be deemed to constitute a breach of this lease, and thereupon, ipso facto, and without entry or other action by Lessor, this lease shall become and be terminated; and notwithstanding any other provisions of this lease, Lessor shall forthwith, upon such termination, be entitled to recover damages for such breach in an amount equal to the amount of the rent reserved in this lease for the residue thereof, less the fair rental value of said premises for the residue of said term.

XIII. Surrender of Premises on Termination. Lessor covenants for Lessee's quiet enjoyment of the demised premises during the continuance of this lease; and Lessee covenants that upon the termination of this lease, or any extension thereof, that it will quietly and peaceably deliver up possession of the demised premises, in good order and condition, reasonable wear and tear excepted.

XIV. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

In Witness whereof the parties hereto have hereunto set their hands and seals the day and year first above written.

In the presence of:

Multon McCam
Joseph H. Earle, Jr.

Ward J Stone (SEAL)
Lessor
Harold Chato (SEAL)
James Chato (SEAL)
John Lamberson (SEAL)
as co-partners doing business under the
firm name of "Dixie Drive-In No. 1"
Lessee