

conditions and provisions herein, the Lessee shall have three additional successive five year options to renew the within lease with all other terms and conditions unchanged. In the event a negotiated rental cannot be agreed upon between Lessor and Lessee, the Lessor and the Lessee shall each appoint one appraiser, and the two appraisers thus appointed shall select a third appraiser. The three appraisers shall then fix and determine the rent for the succeeding option period. Each option must be exercised ninety days prior to termination of the preceeding lease or option term by written notice as set forth in Paragraph 8j.

The Lessee also agrees to pay all ad valorem taxes up to the amount of the 1982 taxes plus one-half of any increase above 1982 assessed against the leased premises and to insure in favor of the Lessor the leased building at a cost not exceeding \$500 against damage by fire, windstorm and other casualties normally covered by the "Extended Coverage" portion of standard fire insurance policies in South Carolina and to maintain the roof, gutters and downspouts in good condition.

The Lessee further agrees and covenants:

1. To accept the premises and use the same for the purpose only of conducting thereon the business of a restaurant, provided, however, the said premises not be used for any illegal purpose; nor in any manner to create any nuisance or trespass.
2. To pay all water, gas, heat, electric power, and other charges for utilities used on said premises during the term hereof.
3. To make such repairs as may be necessary to keep the parking lot, building, roof, glass, plumbing, electrical, heating and air conditioning equipment, fixtures and accessories in usable condition.
4. To keep said premises in a clean and sanitary condition, and except for normal wear and tear, to deliver the premises at the end of the term hereof in their present condition and state of repair.

*[Handwritten signature]*

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