

7. All taxes which may be levied or assessed upon the real estate herein leased shall be paid by the Lessor; all taxes levied or assessed during the term of this lease upon any structures or improvements heretofore or hereafter erected or placed upon such real estate by the Lessee or its predecessor in interest in such leasehold, and all charges for gas, electricity, water or other utilities supplied to the leased premises, shall be paid by the Lessee during the term of this lease. If practicable, the parties will endeavor to have any improvements, heretofore or hereafter placed upon the leased premises by the Lessee or its predecessor, assessed for taxes separately from the leased real estate.

8. The Lessee agrees that it will comply with all applicable municipal, state or Federal laws relative to sanitation, nuisances or health requirements; that it will not use such premises for the sale of liquor; and that it will indemnify and save harmless the Lessor against the violation of any such laws or regulations.

9. All notices of any nature, to be given the Lessee with respect to this lease, shall be given by registered mail, addressed to the Lessee at its principal office, 5 North Third Street, Memphis, Tennessee.

10. In the event that the Lessee should fail to pay when due any installment of the rent herein reserved, and such default should continue for a period of five (5) days after written notice of such default shall be given by the Lessor to the Lessee, or in the event of the breach by the Lessee of any other of the covenants by the Lessee herein undertaken and the continuance of such breach for a period of thirty (30) days after written notice of such default shall be given by the Lessor to the Lessee, or in the event of the bankruptcy of the Lessee or of an assignment by the Lessee for benefit of creditors, then or in any such events this lease may by the Lessor, at his option, be declared forfeited, null and void, and the Lessor shall have the immediate right to possession of the leased premises.

11. This lease and all of the covenants, terms and conditions thereof, shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto, whether mentioned or not.