


after notice thereof to LESSEE, or the LESSEE makes an assignment for the benefit of creditors, or any sheriff, marshal, constable, or keeper take possession thereof by virtue of any attachment or execution proceedings and offer same for sale publicly, then LESSOR may, at its option, in either or any of such events, immediately take possession of the demised premises and terminate this lease. Upon such termination, all installments of rent earned to the date of termination and unpaid shall at once become due and payable, and in addition thereto LESSOR shall have all rights provided by the bankruptcy laws relative to the proof of claims on an anticipatory breach of an executory contract.

X

ASSIGNMENT AND SUBLETTING

Except as herein provided, LESSEE shall not assign this lease, nor any interest therein, without first obtaining the written consent of LESSOR. LESSOR expressly consents to the assignment of this lease by LESSEE to a corporation formed as a subsidiary of LESSEE or Pizza Hut, Inc.; and agrees that LESSEE may at any time assign this lease or sublet the entire premises to a corporation organized for the purpose of operating a restaurant in said premises, providing lease remains guaranteed by Pizza Hut, Inc., or a substitute guarantor approved by LESSOR.  *Initial*

VES ~~LESSEE may, without consent of LESSOR, at any time assign this lease to a bank or banks or other lending agency or by Lessor.~~

VES ~~agencies for the purpose of securing indebtedness thereto, or to the surviving corporation in the event of merger or~~

VES ~~consolidation.~~

Since LESSEE may not intend permanently to own or operate the restaurant to be located on the demised premises, LESSOR specifically agrees that LESSEE or its assignee shall have and is hereby given, the unqualified right and privilege at its option of subletting the demised premises, subject to all of the rents, terms and conditions of this lease. It is specifically understood and agreed by and between LESSOR and LESSEE that any subletting which LESSEE or its assignee makes, as permitted herein, shall in no event relieve LESSEE of the duties and obligations to be performed by LESSEE under this lease, and that the right of subletting shall be that of LESSEE or its assigns only, and shall not extend to any subtenant.

XI

BEER LICENSE

This lease is expressly conditioned upon the issuance of a beer license by the County of Greenville and the State of South Carolina to LESSEE on or before 30 days after execution of this lease. If said license is not issued by that date, this lease may be extended by mutual consent or discontinued at the option of LESSEE.

XII

TAXES, ASSESSMENTS, AND UTILITIES

LESSOR hereby warrants that all taxes on the demised premises excepting current taxes not delinquent have been paid in full.

Beginning on the date of the first payment of rent, as provided by Article III, LESSEE shall pay as additional rent during the original term and any extensions thereof all ad valorem taxes, or special assessments, levied against the demised premises. LESSOR shall when due make all tax returns on demised premises, and LESSOR shall, after receipt

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