

ARTICLE III - PAYMENT OF RENT

Section 3.01 Tenant shall pay to the Landlord, in care of Kenneth Gurley, P. O. Box 5778, Station B, Greenville, South Carolina 29606, or at such other places as may be designated by Landlord, an annual rental of \$35,614.80 per year payable in monthly installments of \$2,967.90, in advance on the first day of each and every month after the commencement rental date. If the Lease commences on other than the first day of a month, the partial monthly rental payment will be due and payable on the commencement date of this Lease as above mentioned.

ARTICLE IV - USE OF PREMISES

Section 4.01 Tenant agrees that said premises will only be used by it for the operation of a "Zantigo" Mexican-American Restaurant offering inside and outside services to customers.

Section 4.02 That Tenant will keep the demised premises in a careful, safe and proper manner; that it will keep the sidewalk areas adjoining the demised premises, if any, reasonably clear of snow, ice and debris.

Section 4.03 Tenant covenants and agrees that the demised premises shall not be abandoned or left vacant, and shall be continuously and uninterruptedly open for business each business day during the normal business hours of similar specialty restaurants during the term hereof, and to keep the same, fully illuminated from dusk to the close of normal business hours, whenever such normal business hours shall terminate after dark.

Section 4.04 Tenant covenants and agrees it will not use or permit to be used the demised premises in any way which will injure the reputation of the same or of the building of which it is a part, nor permit such to be a nuisance, or damaging to other tenants, and without limiting the generality of the foregoing, permit noise such as the playing of any musical instrument, radio or television or permit the use of a microphone, loud speaker, electrical or other equipment outside the demised premises.

Section 4.05 Tenant covenants and agrees not to use or occupy or suffer or permit said premises or any part thereof to be used or occupied for any purpose contrary to law or the rules or regulations of any public authority.

WIGGINS AND STEEN
ATTORNEYS AT LAW
224 WATER STREET
RICHMOND, KY.