

may be incurred or in any way growing out of the use, misuse or abuse of the premises hereby leased.

VIII

It is further understood and agreed that should any installment of rent be past due and unpaid by the Lessee, or should the Lessee fail to perform any of the other terms of this Lease to be performed by the Lessee, or in the event the business is discontinued or the premises vacated before the expiration of this Lease, or should the Lessee go into bankruptcy, voluntary or involuntary, or be placed in the hands of a receiver, or make a general assignment of the property for the benefit of his creditors or file any petition involving the insolvency of the Lessee, then and in that event the Lessor, at his option, may declare this Lease terminated or declare the full rental price for the entire terms due by the Lessee unto the Lessor.

IX

Failure of the Lessor to take advantage of any default on the part of the Lessee shall not be construed as a waiver thereof, nor shall any custom or practice which may grow up between the parties in the course of administering this instrument be construed to waive or lessen the rights of the Lessor to insist upon the provisions hereof.

X

This Lease Agreement executed by the Lessor and Lessee in duplicate merges all understanding and agreements between the parties hereto with respect to the leased premises and shall constitute the entire Lease Agreement.

THIS LEASE AGREEMENT shall be binding on the parties hereto, their respective successors, executors, administrators, heirs and assigns.

IN WITNESS WHEREOF, the Lessor, George Bobotis, and the Lessee, Marvin D. Westmoreland, have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

J. A. [Signature]

Mollie J. Wood

LESSOR:

George Bobotis
GEORGE BOBOTIS

LESSEE:

Marvin D. Westmoreland
MARVIN D. WESTMORELAND