

15. Tenant shall keep and hold Landlord harmless from any liability for loss or damage to persons, or property, both real or asserted, accruing from any cause or causes in or connected with or about the within leased premises, or arising out of Tenant's occupancy of said premises.

16. That if the rent above referred to, or any part thereof, shall be behind-hand or unpaid on the date of payment by the terms hereof, and remain so for a period of thirty (30) days after written notice shall have been sent by registered mail to Tenant, at 106 Washington Street, Viaduct, Atlanta, Georgia or at a later address to be designated, and also at the demised premises, then and in such case it shall and may be lawful for the said Landlord, at Landlord's option, by summary proceedings, or by other appropriate legal action or proceedings, to terminate this lease, and to enter into said demised premises or any part thereof, and expel the said Tenant, or any person or persons occupying, in or upon the said premises, and so to repossess and enjoy the said premises as in Landlord's former estate, it being agreed that the foregoing right to terminate shall not be exclusive but shall be in addition to all other rights and remedies which may be available under the laws of South Carolina including but not limited to the right to distress against property of the Tenant on the premises in case the rent remains unpaid after such (30) thirty day period. Should the said term at any time be ended under the terms and conditions hereof, or in any other way, the Tenant hereby covenants, and agrees to surrender and deliver up said premises and property peaceably to the said Landlord immediately upon the termination of said term.

17. Landlord hereby warrants that Landlord and no other person or corporation has the right to lease the premises hereby demised. Tenant shall have peaceful and quiet use and possession of the leased premises without hindrance on the part of Landlord and Landlord shall warrant and defend Tenant in such peaceful and quiet use and possession against the claims of all persons claiming by, through or under Landlord.

18. That should this lease become effective, Landlord agrees to pay to Caine Company, Calhoun Towers, Greenville, South Carolina, Agents, the standard commission established by the Greenville Real Estate Board for negotiating this lease.

19. That Landlord shall not during the term of this lease, operate, or permit to be operated upon the tract of land owned by the Landlord of which the leased premises was formerly a part, either with, by or through itself, its agents, lessee's, transferee, assignee, grantee or otherwise, a convenience drive-in food store of the type to be occupied by Tenant.

19. A. It is understood and agreed that the paved parking area in front of the seventy-foot building to be constructed for E-Z Food Shop as shown on Plat of property of F. H. Outerbridge and the forty-foot building located adjacent thereto shall be for the joint use of the customers and visitors of the E-Z Food Shop and the occupants of the forty-foot adjacent building thereof.

19. B. It is understood and agreed that the Landlord shall not during the term of this lease sell, offer for sale, or distribute, or permit the sale of, warm or cold beer either with, by or through itself, its agents, lessees, transferee, assignee, grantee, or otherwise, during the term of this lease or any renewal thereof, in the adjacent building or buildings located on the within described lot, or the adjoining property of the Landlord.

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