

12. The Lessee agrees to deposit in escrow Thirteen Thousand Five Hundred (\$13,500.00) Dollars, with the First Federal Savings and Loan Association of Spartanburg, South Carolina, the interest to accrue to the Lessee, which said sum shall be payable to the Lessor in the event the Lessee fails to live up to the terms of this Lease Agreement, and the parties mutually agree to enter into an Escrow Agreement authorizing the Escrow Agent to pay over to the Lessor in accordance with the terms of the Escrow Agreement.

13. For the purpose of maintenance, service and upkeep Lessor agrees to furnish Lessee access at all times to the septic tank and its facilities now serving the "White Horse Drive-In Theatre". It is understood that the septic tank and its drainage lines are located off the leased property as described in paragraph one of this agreement, and that the Lessor agrees to continue to keep it available for use by the "White Horse Drive-In Theatre".

14. The Lessor further agrees to grant the Lessee the opportunity of matching any offer acceptable to him to purchase the demised property during the term of this lease.

15. All notices to be given by one party to another under the terms of this instrument shall be deemed duly given and served when addressed in writing and sent by Registered Mail with postage postpaid to the proper party at the address given below. Either party reserves the right to change its or their address for this purpose from time to time by notice in writing to the other party.

LESSORS: Woodruff, South Carolina

LESSEE: P.O. Box 774, Charlotte, N. C. 28201

16. The rights and obligations hereunder shall accrue to, and be binding upon, the Parties hereto and their Executors, Administrators, Heirs, Successors and Assigns.

17. A list of all equipment shall be attached to and become a part of this Lease upon a joint inventory being made by the parties on or about April 9, 1967.

(Continued on next page)