

Lessee agrees to keep in force during the term hereof comprehensive general liability insurance with limits of not less than \$100,000.00 for any one individual, \$300,000.00 for any one occurrence and \$25,000.00 for property damage. Such insurance shall name Lessor and Lessee as insureds and shall be in such form and with such companies reasonably acceptable to Lessor. Such insurance shall not be cancellable without 10 days prior written notice to Lessor and certificates thereof shall be delivered to Lessor prior to commencement of the terms hereof. Irrespective of the adequacy of said insurance, Lessee shall hold Lessor harmless from any liability arising out of the use and occupancy of the demised premises.

There is granted to the Lessee the right to renew for 1 year on 90 days written notice under the same terms and conditions except that the rental shall be the fair rental value.

SHONEY'S SOUTH, INC.

By: *[Signature]*

"Lessor" *[Signature]*

WITNESSES:

Mary Jane Myers
Rene D. Kerner

Donald L. Holland

Donald L. Holland

"Lessee"

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