

default of either party, the other party is subject to or incurs, any liability, penalty, or expense, including reasonable counsel fees, the party in default shall pay to the other party the amount thereof upon demand; and any amount so payable by the Lessees shall be payable as additional rent and any amount so payable by the Lessors shall be subtracted from the rent.

ASSIGNMENT - 5. The Lessees shall have the right to assign the lease and to sub-let the premises as they may desire, but the Lessees hereunder shall be responsible for the rent to the Lessors.

TAXES - 6. The Lessees will pay, as additional rent hereunder on or before the last day on which they may be paid without penalty or interest, all real property taxes and personal property taxes which shall be levied, assessed or which become liens upon the demised premises or any part thereof after December 31, 1966.

USE OF PREMISES - 7a. The Lessees agree that the principal use of the premises will be for the operation of a restaurant type of business and that the type of business will not be changed without the written consent of the Lessors.

7b. The Lessees agree that during the demised term, the demised premises including all buildings and improvements and all appurtenances thereto and equipment thereof shall be kept by the Lessees at their own expense and repair and in a clean, safe, wholesome, and insurable condition and in conformity with the requirements of the United States, the State of South Carolina, and all other governmental authorities, including all health and Police and fire and other regulations. The Lessees further agree that the Lessees will save and keep the Lessors harmless against any loss, damages, costs and expenses, by reason of any violation of any of the laws or ordinances or regulations above referred to, or by any reason of any accident, loss, wrong, injury or damage to person, life or property in or about the said demised premises or the streets, sidewalks, and alleys adjoining the same by reason of anything happening in connection with or upon the demised premises, or by reason of the failure of the Lessees in any respect fully to carry out and perform any of the agreements and provisions in this Lease to be performed by the Lessees.

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