

6. Use and Quiet Enjoyment. The Premises may be used by Lessee for the operation of a restaurant. Any change in such usage shall require Landlord's consent, which may not be unreasonably withheld. Lessor's use shall not violate any permit or license with respect to the premises or constitute a public or private nuisance, waste or hazard. Lessor hereby covenants and agrees that if Lessee shall perform all of the covenants and agreements herein stipulated to be performed on Lessee's part including, but not limited to, the timely payment of all rents provided herein, Lessee shall at all times during the continuance hereof have the peaceable and quiet enjoyment and possession of the Premises.

7. Utilities. Lessee agrees to pay, before delinquent, all charges for gas, electricity, sewer, heat, janitorial services, water, and any other utility or service consumed in connection with the occupancy of the Premises by Lessee.

8. Taxes. Commencing upon occupancy of the building, Lessee agrees to pay all taxes levied upon personal property kept on the Premises, as well as all taxes levied against the land and the building and improvements situated thereon during the term of this Lease, within ninety (90) days after presentation to Lessee by Lessor of statements from the taxing jurisdiction in which property is located.

Lessor may direct the taxing authorities to send the statements directly to Lessee. Lessee agrees that it will notify Lessor if it does not receive a tax statement for a given year within the customary time. Lessor further agrees that Lessee, in the name of Lessor but at Lessee's sole expense, may protest any assessment before any taxing authority or board or maintain any necessary legal action in reference to said assessment for the recovery of any taxes paid thereon.

Lessor shall forward all real property and ad valorem tax notices which Landlord receives to Lessee c/o Volunteer Capital Corporation, P. O. Box 184, Brentwood, Tennessee 37027, Attention: Real Estate Department, immediately upon receipt so that Lessee can pay such taxes before any penalty is incurred.

9. Maintenance. Lessee agrees (reasonable wear and tear excepted), at its sole cost and expense, to maintain in a good state of repair the structural soundness of the building and to keep both the interior and the exterior of the building in a good state of repair (including the roof, exterior walls, plumbing, electrical wiring, air conditioning, and heating equipment), to maintain in a good state of repair the surface of the parking area, curbing, sidewalks, and any landscaping or planted areas, to paint periodically the exterior walls of the building, to be responsible for all glass and casualty damage, and to keep the Premises in a clean, neat and orderly condition.

10. Alterations. Lessee shall not make any alteration involving structural changes in excess of \$5,000.00 without securing Lessor's prior written consent, which consent shall not be unreasonably withheld. Alterations or additions that do not involve structural changes in excess of \$5,000.00, such as to store front, marquee and non-weight bearing partitions, may be made by Lessee in a good workmanship manner without cost to Lessor and without any requirement that Lessor's consent be obtained.

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