

(a) From and after the date of delivery of possession of said "Additional Areas" and until the day preceding the date that Tenant shall commence the work to be done as provided in Paragraph 4 hereof, Tenant shall pay in addition to the fixed monthly rent provided under Article 1 of said lease, the sum of \$100.00 per month, which sum shall not be deemed part of the total fixed minimum monthly rents for the purpose of computing additional rent under Article 23 of said lease.

(b) Thereafter, Tenant shall pay in addition to the fixed minimum monthly rent provided under article 1 of said lease, the sum of \$200.00 per month, which sum shall be deemed part of the total fixed minimum monthly rents for the purpose of computing additional rent under Article 23 of said lease.

4. In order to adapt and equip the premises now occupied by Tenant for the continued use and occupancy by Tenant and in order to adapt and equip said "Additional Areas" for use in connection with the premises now occupied by Tenant, certain additions, alterations, improvements, installations and repairs will be required to both of said premises, including without limitation the making of openings in or the removal of walls between the premises now occupied by Tenant and said "Additional Areas". All of said work is to be done by Tenant at Tenant's initial cost and expense, without further consent from Landlord, and is to be completed in a good and workmanlike manner free and clear of any liens for work or material furnished Tenant. Such work shall be commenced as soon as reasonably possible after delivery of possession of said "Additional Areas" and shall be completed within one year after such delivery, subject however, to governmental restrictions and Tenant's inability to obtain necessary labor and materials. As soon as reasonably possible after the completion of said work, Tenant shall furnish to Landlord a detailed statement of the total cost and expense thereof (which cost and expense may include reasonable architects and supervision fees and expenses) and Landlord covenants and agrees to allow and repay to Tenant, but only out of certain additional percentage rents, as hereinafter provided, a sum equal to the total cost and expense of said work up to and including but not in excess of the total sum of \$10,000.00, such allowance and repayment to be made as follows:

After the completion of such remodeling, Tenant shall have the right and is hereby irrevocably authorized and directed to deduct and retain one-half of all additional percentage rents accruing under said lease from cash receipts of sales, as defined in said lease, in excess of \$430,000.00 in each and every twelve months period ending November 30th during the term, until such allowance shall be fully repaid. It is understood, however, that Tenant shall not be entitled to deduct and retain more than the sum of \$2,000.00 from the additional percentage rents accruing in any one of such twelve months periods. The basis of the aforesaid allowance shall be property prorated for any period of less than twelve months for which there is a settlement of additional percentage rent.

It is expressly understood and agreed that Landlord shall have no obligation for the repayment of said amount except out of the additional percentage rents as hereinabove provided and that upon the expiration of prior termination of said lease Landlord shall have no further liability as to repayment of any balance then remaining unliquidated.

5. If Tenant shall exercise any of the options, provided under Article 14 of said lease, to terminate said lease prior to the expiration thereof, Tenant shall do the following work in and about said "Additional Areas" before surrendering same to Landlord:

- (a) If the floor level has been changed, restore same to the present level.
- (b) Close up any openings in the wall between said "Additional Areas" and Tenant's present premises or install a separating wall if the present wall has been removed. Such separating wall is to be of substantially the same type and thickness as the present wall.
- (c) Separate electric and other utility service connections so that the time shall serve said "Additional Areas" only.
- (d) Install toilet facilities if the present toilet facilities have been removed.