

4. It is understood and agreed that the Lessee shall have the right to use said premises for the building and operation thereon of a Drivein Sandwich Shop or for any other use which he may desire. Any buildings constructed upon said premises shall become the property of the Lessor at the expiration of this lease.

5. It is understood and agreed that the Lessor shall pay all taxes which are now or hereafter may be assessed against said property and upon failure to do so, the Lessee shall have the right to pay said taxes and deduct same from the rent payable hereunder.

6. It is understood and agreed that the Lessee shall insure the buildings upon said premises in the amount of Seventy-five per cent (75%) of the insurable value and should the building or buildings so erected on said lot be destroyed or so damaged by fire or other casualty, as to be unfit for occupancy or use, the Lessee shall have the right to use proceeds of such insurance for the purpose of rebuilding said building or buildings, if he should so desire or shall have the right upon written notice to terminate this lease. In the event of termination, all rent payable hereunder, shall cease, and the proceeds of insurance shall be and become the property of Lessor.

7. It is understood and agreed that if the Lessee pays the rent herein provided he shall be undisturbed in the use and occupancy of the said premises. In the event, however, the Lessee becomes more than thirty (30) days in arrears with the rental required to be paid by the requirements of this lease, the Lessor may give written notice to the Lessee, his heirs and assigns that unless such rental is paid at the expiration of thirty (30) days from the delivery of such notice, then he shall exercise the right and option to terminate the lease and require the surrender of the possession of the premises. At the termination of this lease, the Lessee shall have the right to remove from the premises and the buildings any and all fixtures, equipment, appliances, lights, stoves, boilers, or other movable equipment placed in the buildings