

3. Notwithstanding anything hereinbefore stated, it is understood and agreed that the Lessee shall be entitled to one month's free ^{fixed}rent for the first month of the first lease year of this Lease.

4. The Lessee hereby agrees to pay to the Lessor for said leased premises a rental of \$26,550.00, payable in installments of \$450.00 per month in advance on the first day of each and every month during the entire term of this lease.

5. The Lessee shall use the leased premises for the operation thereon of a restaurant and for no other purpose.

6. This lease or any interest therein may not be assigned, mortgaged, or hypothecated by the Lessee, or the leased premises or any part thereof sublet without the prior written consent of the Lessor. Consent to one assignment or sub-lease shall not destroy or waive this provision, and all subsequent assignments and sub-leases shall likewise be made only upon prior written consent of the Lessor. The sub-lessee or assignee shall become liable directly to Lessor for all the obligations of Lessee hereunder and without relieving the Lessee of its liability hereunder.

7. The Lessee agrees to take the premises in their present condition and as suited for the use intended by the Lessee, and agrees to make at its own expense all necessary repairs to the building now located on said premises or hereafter to be constructed thereon during the term of this lease. And the Lessee further agrees to maintain said premises in good tenantable condition during the entire term of this lease.

8. Lessor shall not be required to make any alterations, repairs, or improvements whatsoever to the building or premises during the period of this lease, except in case of damage or destruction by fire, lightning or wind as hereinafter provided in Paragraphs ^{and 14} 13 of this lease.

9. The Lessee covenants and agrees that it will not use or permit said premises to be used for any unlawful purpose, nor in violation of any valid regulation of any governmental body, or permit thereon anything which may be or become a nuisance; and