

shall be \$225.00 commencing FEBRUARY 1st, 1959 for the remaining term of this Lease, ending JANUARY 31st, 1965. It being distinctly understood that this Lease shall not be assigned without the written consent of the Landlord. However, the Landlord agrees that she will give her written consent to an assignment so long as the business is operated as a drive-in restaurant in the name of PETE'S and so long as said business is conducted in line with the businesses now operated by Nick Bobotis under the name of PETE'S, and that the Landlord will agree to an assignment for the addition of any partner or partners.

4. The Tenant agrees to carry \$6,000.00 of fire and extended coverage insurance on the building located on the property heretofore described. And the insurance collected by reason of a fire loss or any other condition covered under said policy shall be used exclusively for the remodeling, repairing or construction of the building on said property, and the Landlord shall not be liable for any additional expense for the replacement, remodeling or repairing of said building; the same being the sole responsibility of the Tenant with the following exceptions: That in the event there should be an emergency to the extent that materials could not be purchased or by reason of any regulations (State, Federal or County) prohibiting the replacement of said building within One (1) Year, after said loss, then the amount of insurance so collected from such loss shall be paid over and unto the Tenant. The insurance on said building shall be carried in the name of the Tenant and the Landlord but paid for entirely by the Tenant. The Landlord agrees to endorse and assign any insurance money received by reason of any loss for the construction, remodeling or repairing of said building, and in the event of an emergency as herein referred to, then and in that event over and unto the Tenant.