

said term by paying to the Lessor the sum of Twenty-four Thousand (\$24,000.00) Dollars. Notice of intention to exercise such option shall be given in writing at least ninety (90) days prior to the expiration of said lease.

4. As rental for said premises Lessee agrees to pay the sum of Three Hundred (\$300.00) Dollars per month, payable in advance on or before the tenth day of each month, <sup>hereafter</sup> except that <sup>February 1, 1959.</sup> until ~~the restaurant to be constructed on said premises is opened for business~~, said rental shall be One Hundred (\$100.00) Dollars per month. ~~The opening date of said business shall be endorsed at the foot of this lease and signed by the parties hereto.~~

5. Lessee, or its contractors or sub-contractors, shall, during the construction of said project, and during occupancy thereafter, carry such liability insurance as may be necessary for the protection of Lessor.

6. Lessee may improve said premises at its own expense, and shall construct thereon such buildings as it may deem advisable. Lessee shall be responsible for the upkeep of such improvements during the term of said lease, and such improvements shall be and become the property of Lessor upon the termination of said lease.

7. Should any State, Federal or Municipal authority condemn any portion of said premises for public purposes, the rent herein provided shall be prorated in proportion to the amount of property taken.

8. This lease shall be subject to all statutes, ordinances, rules, regulations and/or orders of Federal, State, Municipal or other governmental agencies having authority over or in any way affecting the terms and conditions thereof.

9. The Lessee further covenants and agrees that at the expiration of the term of this lease, unless the option to purchase is exercised, Lessee will deliver up said premises in as good condition as they shall have been at the beginning of the term of this lease, natural wear and tear alone excepted. In