

and private debts, at the address specified herein or furnished pursuant hereto, during the lease term, and any extensions thereof, a net annual rental (hereinafter called net rent) as set forth below.

- (a) For each rental year of the initial Five (5) year lease term, the sum of \$18,000.00 payable in equal monthly installments of \$1,500.00.
- (b) In the event the Tenant elects its option to extend this Lease for an additional Five (5) year lease period, then for each rental year of the second Five (5) year term, net annual rental shall be the sum of \$24,000.00 payable in equal monthly installments of \$2,000.00.
- (c) All regular monthly installments of rent shall be due on the first of the month and payable no later than the tenth (10th) day of said month.

2. The first "rental year" shall commence on the first day of the term and shall end at the close of the twelfth full calendar month of the term; thereafter the rental year shall consist of periods of twelve full calendar months or, at the end of the term, the portion of such twelve full calendar months included in the term.

3. Except as otherwise provided by law, it is the intention of the parties that the Landlord shall receive the rents, additional rents, and any sums payable by the Tenant under this Lease free of all taxes, expenses, charges, damages, and deductions of any nature whatsoever and the Tenant covenants and agrees to pay all sums which except for this Lease would have been chargeable against the leased property and payable by the Landlord. The Tenant shall, however, be under no obligation to pay interest on any mortgage on the fee of the leased property, any franchise or income tax payable by the Landlord, any value-added tax, documentary tax, sales tax, or any gift, inheritance, transfer, estate, or succession tax by reason of any present or future law which may be enacted during the term of this Lease.

ARTICLE IV TENANT'S USE

Tenant shall use and occupy the Premises for the operation of a restaurant. Tenant may use the premises for such other reasonable purposes as it may desire, subject, however, to the consent of Landlord which consent shall not be unreasonably withheld. Tenant shall not use the Premises in any manner that will increase risks covered by insurance or a cancellation of any insurance policy, even if such use may be in furtherance of Tenant's business purposes, unless Tenant pays any increase in insurance costs caused by such increased risks. Tenant shall not keep, use, or sell anything prohibited by any policy or fire insurance covering the premises, and shall comply with all requirements of the insurers applicable to the Premises necessary to keep in force the fire and liability insurance.