

TERM

TO HAVE AND TO HOLD the same for and during the term commencing on the 1st day of November, 1961, and expiring on the 31st day of October, 1982, inclusive, unless sooner terminated as hereinafter provided.

RENT

1. Lessee shall pay to Lessor as rent for said demised premises the sum of Forty-one Thousand One Hundred & ^{No/100} Dollars (\$ 41,100.00) payable as follows: In equal monthly installments of One Hundred Fifty and ^{No/100} Dollars (\$ 150.00) per month, payable one each in advance on the 15th day of every calendar month. **for the first ten years. The second eleven years shall be \$175.00 per month. The two five-year options will be at \$200.00 per month.**

CONSTRUCTION OF IMPROVEMENTS

2. Lessee agrees to construct at its sole cost and expense improvements to include a building, driveways, parking area and equipment (herein referred to as "Improvements") in accordance with the plans and specifications provided by Lessee and McDonald's System, Inc., an Illinois corporation. Lessee at its own cost and expense, shall procure all necessary permits for the erection of the building aforesaid. If the Lessee shall fail to obtain all such permits, licenses and approvals, or if any governmental action, permit, license or approval is required for the erection by Lessee of a sign of the standard type used by operators of McDonald's System, Inc., in a location upon the premises desired by Lessee and Lessee shall fail to obtain such permit, license or approval within sixty (60) days of the date hereof, the Lessee may at its option cancel this lease by written notice to the Lessor and thereupon this lease shall terminate without further liability to either party. Notwithstanding the commencement date hereinabove, the Lessee shall have the right to enter, occupy and improve the demised premises from the date of execution of this lease.