

*YES* (F) LESSOR <sup>represents</sup> ~~warrants~~ that all utilities are available to the property line and are of sufficient size to handle LESSEE'S proposed usage. In the event said utilities are not available, LESSOR shall make them available at LESSOR'S expense.

*YES* (G) LESSOR <sup>represents</sup> ~~warrants~~ that there are no restrictions of record, zoning or use, which would prevent the LESSEE from erecting LESSEE'S standard building and signs according to the plans and specifications as referred to herein.

*YES* (H) LESSOR <sup>represents</sup> ~~warrants~~ that LESSEE has access to all street fronts and adjoining rights-of-way. If any street, adjoining right-of-way, or all or any part of the parking area is obstructed or blocked for repairs, reconstruction or

*YES* ~~otherwise~~ through the control or fault of LESSOR to the extent the operation of LESSEE'S business is adversely affected, a proportionate reduction of rent shall

*YES* be made. If customer access to LESSEE'S store is blocked ~~rent shall abate.~~ <sup>THROUGH the control or fault of LESSOR</sup> LESSOR shall, at its own cost and expense,

provide all access roads and driveways, fully paved, to the property lines of the demised premises.

*YES* (I) In the event any utility service is interrupted to the demised premises, through no fault of LESSEE/<sup>or LESSOR</sup>so that LESSEE cannot remain open for business for a period of seven (7) consecutive days, rent shall abate until service is resumed so that LESSEE can reopen for business; provided, in no event will rent abate for a period in excess of three (3) months at any one time.

*YES* (J) It is agreed that time is of the essence to this lease and in the event the construction is not completed within the <sup>unless delayed by circumstances beyond the control of LESSOR</sup> time period specified in Article IV B/LESSOR will pay to LESSEE the sum of \$50.00 per day as liquidated damages.

#### V BUSINESS OF LESSEE

(A) LESSEE will occupy and use the leased property as a place of business for the purpose of selling pizza pies, sandwiches, spaghetti and related food items and for the purpose of selling beer. However, the LESSEE shall not be limited to these operations and may expand its building and diversify into any other legal activity, provided that any such further new operation, activity and business shall be permissible under and meet the requirements of all applicable laws, ordinances, rules, and regulations of any duly constituted authority, and provided further that any new operations entered into shall not be of a competing nature to any other business then in operation on the property owned by the LESSOR of which this property is a part. If the demised premises are part of a larger tract of land owned or controlled by LESSOR, the LESSEE acknowledges that additional improvements may be erected on the balance of said property so long as the additions do not interfere with LESSEE'S parking facilities as set forth in the attached Exhibit "A." LESSOR agrees that such additional improvements will not be leased to tenants who are operating a place of business for the purpose of selling pizza pies. LESSOR further agrees not to permit the balance of the property to be used in such a way to cause a nuisance to LESSEE and to keep said property clean and free from rubbish, refuse, dirt, snow and ice at all times.

*YES* (B) LESSOR <sup>represents</sup> ~~warrants~~ that there are no plat, zoning, or deed restrictions, or other restrictions, against LESSEE'S using its standard signs and building as provided in Article V (A).

#### VI LIABILITY FOR DAMAGES

The LESSEE agrees upon completion of the improvements to take out public liability insurance covering the demised premises. Said policy or policies shall be for an amount of at least One Hundred Thousand Dollars (\$100,000) for death or injury to one person and Three Hundred Thousand Dollars (\$300,000) for the death or injury to two or more persons, plus Twenty-Five Thousand Dollars (\$25,000) property damage, which said policy or said policies of insurance

*YES* 