

(3.) After the second five year term under paragraph (2.) above a final option to renew for an additional five year term at an annual base rent of \$27,600. To such annual base rent will be added an additional amount as provided in paragraph (c.) and such rent will be payable as provided in paragraph (c.) below. This option may only be exercised by Lessee providing Lessor written notice of his election to exercise such option not less than 60 days before the expiration of the term immediately preceding this option.

(c.) To the amount of annual base rent described above will be added each year the amount of real property taxes payable during any preceding taxable year and the annual insurance premium for the year current with the annual base rent year. The above referred to annual base rent after adjustment for taxes and insurance is referred to as the "annual net rent". The "annual net rent" payable during each year will be payable in 12 equal consecutive monthly installments during the time of that particular net rent year and such installments will be due and payable on the 5th day of each month. The amount of "annual net rent" as described herein shall be disclosed and itemized by the Lessor to the Lessee prior to the commencement of the year during which such annual net rent is to be paid.

#### 4. Convenant of Quiet Enjoyment

Lessee, upon payment of the rent as herein provided and upon the performance of all of the terms of this Lease, shall at all times during the lease term and during any extension or renewal term, peaceably and quietly enjoy the Premises without any disturbance from Lessor or from any other person claiming through Lessor.

#### 5. Use of Premises

Premises shall be used for food sales, restaurant and related purposes and no other. Premises shall not be used for any illegal purposes; nor in violation of any valid regulation of any governmental body, nor in any manner to create any nuisance or trespass; nor in any manner to vitiate the insurance or increase the rate of insurance on Premises. Lessee agrees not to abandon or vacate Premises during the period of this Lease, and agrees to use said Premises for the purpose herein leased until the expiration hereof.

#### 6. Condition of Property and Repairs

(a.) Lessee's acceptance of property at the commencement of the term and the signing of this Lease shall be acceptance by the Lessee of the buildings, improvements and equipment on or in the Leased Premises, in their existing condition. Lessee hereby represents that he has inspected the premises and is satisfied with the condition of the Premises. No representation, statement, or warranty, express or implied, has been made by or on behalf of the Lessor as to such condition, or as to the use that may be made of such property, except as otherwise provided herein. In no event shall the Lessor be liable for any defect in such property or for any limitations on said properties used by virtue of any applicable laws or conditions, except as otherwise provided herein.

(b.) Lessee shall, throughout any initial term of this Lease and all renewals thereof at his own expense, maintain in good order and repair the Leased Premises, including the interior and exterior of the building and any other improvements located therein or thereon, except as otherwise provided herein. Lessor shall, at its own expense, maintain in good order and repair only the roof as and when necessary.

#### 7. Entry or Carding, etc.

Lessor may card Premises "For Rent" or "For Sale" sixty (60) days before the termination of this Lease. Lessor may, during any lease term, enter the Premises at reasonable hours: to exhibit same to prospective purchasers or tenants; to inspect Premises to see that Lessee is complying with all his obligations hereunder; and to make any roof repairs required of Lessor under the terms hereof.

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