

3. Rent. Tenant hereby covenants and agrees to pay to the Landlord, or such person as Landlord may hereinafter designate in writing, as rental for the Leased Premises, such rental payments as are set out in Schedule "B".

Such monthly payment is due and payable the first day of each month in advance. It is the intention of the parties that the rental payable to the Landlord, the net annual rental specified herein during the term of this lease, and any and all extensions hereto, and that all costs, expenses and obligations of every kind and nature relating to the Leased Premises, shall be paid by Tenant.

4. Authorized Use. Tenant shall use the Leased Premises for purposed of operating a restaurant, and all other lawful purposes incidental thereto, and for any other lawful business operations of Tenant.

5. Improvements. The Tenant shall be entitled to make whatever improvements that it deems necessary in or on the Leased Premises, and with consent of Landlord; provided that all such improvements be at the expense of said Tenant.

No deletion or demolition of any structure shall be permitted to Tenant without the written consent of the Landlord and unless the value of the improvements and/or replacements made at the time of such deletion or demolition equals or exceeds the value of the deleted or demolished structure.

6. Taxes. (a) Tenant shall pay, during the term of this Lease, to the public officers charged with the collection thereof, promptly as the same shall become due, (i) sale, personal property or use taxes, if any, imposed by State law or City or County ordinance upon any property purchased and installed by Tenant and (ii) all current real estate taxes and assessments, both general and special, beginning with such taxes and assessments which shall become due and payable upon and after the date of the commencement of this Lease,