sum of One Hundred Twenty-five (\$125.00) Dollars per month payable monthly in advance to commence as soon as the Landlord has filled in this property so that it is brought up at the front to the sidewalk level of South Main Street and gradually slopes back to the level existing at the rear of the lot and covered with a good grade of asphalt paving, which shall be not later than November 1, 1963.

The Landlord covenants and warrants that it has full right and lawful authority to enter into this lease for the full term aforesaid and for all extensions herein provided, and that Landlord is lawfully seized of the entire premises hereby demised and has good fee simple title thereto.

The Landlord and Tenants further stipulate, covenant and agree as follows:

- That the premises hereby demised shall not be used for any unlawful purpose during the term of this lease;
- 2. That the Tenants may assign this lease or sublet the whole or any part of the demised premises, but if Tenants do so, they shall remain liable and responsible under this lease;
- 3. That if Tenants continue to occupy the premises after the last day of any renewal or extension of the term hereof, or after the last day of the term hereof if this lease is not renewed or extended, and Landlord elects to accept rent thereafter, a monthly tenancy terminable by either party on not less than one (1) month's notice shall be created, which shall be upon the same terms and conditions, including rental, as those herein specified;
- 4. That if Tenants are not in arrears in the payment of rent or in the performance of any of the other covenants and conditions contained in this lease, Tenants may, on the termination of this lease, or at any time during the continuance thereof, remove from said premises all shelving, equipment and trade fixtures which may have been installed in said premises by Tenants or otherwise acquired by Tenants. Tenants agree to repair any damage that may be done to the demised premises resulting from the removal of said shelving, equipment and trade fixtures;
- 5. That the Tenants shall, at their own cost and expense, promptly observe and comply with all laws, rules, orders, ordinances and regulations of the Federal, State and City governments and any and all their departments and bureaus, and those of any other