

( a ) Landlord shall have substantially completed all work to be performed by it in accordance with the plans and specs referred to above and accepted by Tenant, or

( b ) Tenant shall have opened its business at the leased premises.

4. Tenant will be permitted prior to commencement of the term to enter the leased premises and to install fixtures and other equipment.

5. As a condition precedent to the effective date of this lease, Landlord agrees to complete construction of the improvements above described, and deliver possession thereof to Tenant within 160 days from the date Landlord is notified by Tenant that the beer permit aforesaid has been granted. If said building has not been completed, delivered to and accepted by Tenant within said period of time, acceptance by Tenant not unreasonably withheld, then, in that event, at the option of the tenant, this lease agreement shall be considered null, void and of no effect.

*MAN*  
6. Landlord guarantees the building and all its component parts, all electrical, plumbing and heating for a period of twelve ( 12 ) months from effective date of this lease, against defects. After the expiration of twelve ( 12 ) months, the Tenant will keep all electrical, plumbing, heating and ventilating located in the demised premises in good order, repair, and will make all replacements there-to, at its own expense; and will surrender the leased premises at the expiration of the term or at such other time as it may vacate the premises in as good condition as when received, excepting depreciation caused by ordinary wear and tear and damage by fire, unavoidable accident or act of God.

7. Landlord agrees to make necessary repairs to roof, roof structure, exterior walls and exterior doors ( other than glass ) , foundations, and yard paving, after notice from Tenant of the need for such repairs; unless repairs are occasioned by the negligence of Tenant, in which event Tenant will promptly make such repairs without cost to the Landlord.

It is further agreed and understood that all other repairs to the property herein leased are to be made by the Tenant, and all labor and materials used by it in making any repairs or permitted alterations will be paid for promptly by Tenant and in no event shall any mechanic's liens be permitted to be fixed upon the leasehold interest or any other interest in the premises leased.

8. Tenant shall have the right and privilege to alter and remodel from time to time, at its own expense, the interior of the building to be constructed, in such manner as it may deem necessary to promote the interest of its business, provided no structural damage is done to said building; Tenant shall likewise have the privilege to alter and remodel the outside of such building as it may deem necessary and proper for the operation of its business, provided consent is first had and obtained from Landlord.

9. Tenant shall have the right to install and maintain signs at such places upon said leased premises as it may desire.

10. All trade fixtures, shelving, island counters, refrigerated boxes and coolers, installed in said building by Tenant, shall remain the property of the Tenant and shall be removable from time to time and also at the expiration of the term of this lease or any renewal or extension thereof.

11. Tenant may not assign this lease nor sublet said premises without the consent of the Landlord so long as such consent shall not be unreasonably withheld. In the event that the said premises are assigned or sublet by the Tenant, the Tenant shall remain liable for all rental payments and other obligations of Tenant under this lease.

12. Tenant shall pay when due all bills for water, gas and electricity, and other such utility bills accruing against said leased building or occupants thereof during the life of this lease.

(CONTINUED ON NEXT PAGE)