

X.

All rights, powers and privileges conferred hereunder upon parties hereto shall be cumulative but not restrictive to those given by law.

XI.

That in the event that Lessor is obligated to make any repairs to any defective or dangerous condition in the premises under the provisions of this lease, Lessee shall immediately notify Lessor in writing as soon as it has knowledge, actual or constructive, of such condition, and Lessor will use reasonable diligence to repair such defective or dangerous condition after receiving such notice. Should Lessee have knowledge of, but fail to notify Lessor of any such defective or dangerous condition, Lessee assumes all liability for damages which may result from such conditions even though it would have been the obligation of Lessor to repair or correct said condition had it been properly notified by Lessee.

XII.

It is expressly understood that the property herein leased shall be used for a restaurant only, but the Lessee herein shall have the right subsequently to change the use of said premises for another type of business provided the Lessor gives its approval and consent for said change to be made, and provided also that the change is not in violation of any of the zoning regulations in effect at that time. Lessor shall not arbitrarily withhold permission for such change except on sound economic grounds.

XIII.

Lessee may not, without the prior written consent of Lessor endorsed hereon, assign this lease or any interest thereunder, or sub-let premises or any part thereof, or permit the use of premises by any party other than Lessee. Consent to one assignment or sub-lease shall not destroy or waive this provision, and all later assignments and sub-leases shall likewise be made only upon prior written consent of Lessor. Sub-tenants or assignees shall become liable directly to Lessor for all obligations of Lessee hereunder, without relieving Lessee's liability.

(Continued on next page)