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of goods, wares and merchandise located on the leased premises should be seized under attachment, execution or other process, and such attachment, execution or other process be not vacated or the property released within 15 days, then, and in any one of such events, the Landlord may, at his option, either:

- (a) Declare the full rental price for the entire term immediately due and payable and resort to any legal remedies at law or in equity for the enforcement or collection of the same or to recover damages for the breach of said covenants; or
- (b) Declare this lease terminated and enter and take possession of the leased premises and thenceforth hold the same free from the rights of the tenant, or its successors or assigns, to use said demised premises, but the landlord, shall nevertheless, have the right to recover from the tenant, any and all amounts which under the terms hereof, may then be due and unpaid for the use of the demised premises.

8. The Tenant agrees to use the leased premises for a restaurant business and mercantile, and for no other use.

9. The Tenant agrees to surrender said premises at the termination of this lease in as good condition and repair, ordinary wear and tear excepted, as at the beginning of this lease; but it is agreed that the Tenant reserves the right and privilege, after the payment of the rent to the expiration of this lease, of removing any and all trade fixtures and other fixtures of a similar nature which it may have installed at its own expense.

Subject to, and expressly conditioned upon, the ability of the Tenant to extend its lease with the owner of the building, under the terms of the lease between the owner and the landlord, the Tenant is hereby given an option to extend this lease for a period of five years from its expiration date, at a rental and upon terms to be agreed upon between the Landlord and Tenant, for a period of five years; provided however, that the Tenant shall give to the Landlord written notice of its intention to