

Tenant shall give immediate written notice thereof to Landlord; and Landlord will reconstruct the demised premises or repair such damage as promptly as practicable. If such damage shall render the premises unsuitable for tenant's business, rent shall abate until the premises are restored.

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11. UTILITIES. During the term of this lease, Tenant shall provide and pay all lights, heat, water, janitor service, telephone service and other utilities required by it in the use of the demised premises.

12. SIGNS. Tenant may install such signs on the demised premises as the Landlord may approve in writing; provided, however, that the care and maintenance of such signs or any damage caused by them shall be the sole responsibility of Tenant. Landlord will consult with tenant prior to approving signs for other tenants on this property. Such consultation \*

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13. INDEMNITY. Tenant covenants and agrees that it will defend, indemnify, protect and save harmless the Landlord from the claims of all persons arising from or out of the use or occupancy of the demised premises by or under Tenant or Tenant's agents, employees or invitees. Tenant shall carry public liability insurance naming Landlord as an insured and having a minimum coverage of \$100,000.00 for injuries to one person and \$300,000.00 for injuries to more than one person, in one accident, and \$120,000.00 property damage coverage; and Tenant shall, upon demand, furnish Landlord with a copy or certificate of such insurance.

14. FIXTURES AND PERSONAL PROPERTY. Any trade fixtures, equipment and other personal property installed in or attached to the demised premises by or at the expense of Tenant shall remain the property of Tenant, and Tenant shall have the right at any time, provided it is not then in default hereunder, to remove any and all of such fixtures; provided, however, that in such event Tenant shall restore the demised premises to substantially the same condition in which they were at the time Tenant took possession, ordinary wear and tear and Landlord's covenant to maintain excepted.

15. LANDLORD'S ENTRY. The Landlord shall have the right to enter upon the demised premises at all reasonable times during the term of this lease for the purpose of inspection, maintenance, repair and alteration and to show the same to prospective tenants or purchasers.

16. ASSIGNMENT AND SUBLEASE. Tenant may not assign this lease or sublet the demised premises or any portion thereof without the prior written consent of Landlord; but such consent shall not be unreasonably withheld. Landlord will not fail to approve normal retail or restaurant operations.

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17. DEFAULT. This lease is made on condition that if Tenant shall neglect or fail to perform or observe any of the terms, provisions, conditions and covenants herein contained, and on Tenant's part to be performed or observed for a period of thirty (30) days after receipt by Tenant of notice of such neglect or failure (except that said notice period in case of the failure to pay minimum rent shall be ten (10) days, or if more than thirty (30) days shall be required because of the nature of the default, if Tenant shall fail within said thirty (30) day period to commence and thereafter to proceed diligently, to cure such default, or if the estate hereby created shall be taken on execution or by other process of law, or if Tenant shall be declared bankrupt or insolvent according to law, or if any proceedings shall be commenced by or against Tenant under any bankruptcy or insolvency law and proceedings to dismiss the same shall not be commenced promptly, and diligently prosecuted thereafter, then and in any of the said cases (notwithstanding any license or any former breach of covenant or waiver of benefit hereof or consent in a former instance), Landlord lawfully may, immediately or at any time thereafter and without demand or notice, enter into and upon said premises or any part thereof in the name of the whole, and repossess the same as of its former estate, and expel Tenant and those claiming through or under it and remove its or their effects (forcibly if necessary) without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this lease shall terminate; and Tenant covenants and agrees, notwithstanding any entry or re-entry by Landlord whether by summary proceedings, termination or otherwise, to pay and be liable for, on the days originally fixed herein for the payment thereof, amounts equal to the several installments of rent and other charges reserved as would, under the terms of this lease, become due if this lease had not been terminated or if Landlord has not entered or re-entered as aforesaid, and whether the demised premises be re-let or remain vacant in whole or in part or for a

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\*to insure that other signs do not detract from the general appearance.

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