

the Lessors, and it is particularly covenanted and agreed that no restaurant or lunch counter business or any similar business shall be maintained by the Lessees either directly or indirectly.

If said building should be slightly damaged by fire Lessees shall bear the expense of repairing the same. If said building should be substantially destroyed by fire, Lessors shall have the option of terminating this Lease. Proper adjustment and repayment for the unused portion of the rent which Lessees have advanced shall be made by the Lessors to the Lessees. Furthermore, if said building is substantially destroyed by fire and Lessors elect to rebuild and not cancel the Lease, proper abatement of the rental shall be made while the building is not suitable for occupancy during such rebuilding period.

It is covenanted and agreed that Lessors shall not be liable for any injury to the person or property of the Lessees or of any other person in or about said premises, from any cause whatsoever while this Lease is in effect, and Lessees shall indemnify and save harmless the Lessors from all such damages or claims for damages.

Lessors, their agents and assigns, shall have the right to enter upon said premises at all reasonable times for the purpose of inspecting or protecting said property.

Time is of the essence hereof, and Lessees shall not suffer nor commit any strip or waste upon said premises and at the expiration of said term or upon any sooner determination of this Lease, Lessees will quit and deliver up the premises and all future erections or additions to or upon the same to the said Lessors or those having their estate therein.

peaceably, quietly and in as good order and condition (reasonable use and wearing thereof, fire and other unavoidable casualties excepted) as the same are in or may be put in by the Lessors or those having their estate in the premises. Lessees shall make no offensive or unlawful use of said premises, and will at their own expense keep the inside of said building in good repair during the term of this lease. No additions or alterations to said room shall be made by Lessees except upon written approval by Lessors and if any additions or alterations are made they shall be at the expense of the Lessees and such additions shall become the property of the Lessors and remain in the building upon the termination of this lease.

PROVIDED, Always, and these presents are upon this condition, that if said rent shall be in arrears for a space of ten days or if said Lessees, transferees or assigns, shall neglect or fail to do or perform and observe any or either of the covenants hereinbefore contained which on their part are to be performed, then in either of said cases, the said Lessors or those having their estate in said premises lawfully may, immediately or at any time thereafter, without further notice or demand, enter into and upon said premises, or any part thereof, in the name of the whole and repossess the same of their former estate, and expel the said Lessees, and those claiming under them, and remove their effects, forcibly if necessary, without being taken or deemed guilty of trespass, and without prejudice to any remedies which otherwise might be used for arrears of rent or preceding breach of covenants.

In case suit or action is instituted by Lessors to enforce or establish any rights hereunder and Lessors prevail in such suit, Lessees agree to pay, in addition to the costs and disbursements provided by law, such sum as the Court may adjudge reasonable for attorney's fees to be allowed in such suit or action.

The remedies hereinabove set forth shall not be exclusive, but Lessors shall have such other and additional