

AND THE SAID PARTIES of the second part further covenants with the said parties of the first part, that said second parties have received said demised premises in good order and condition and at the expiration of the time mentioned in the lease will yield up said premises to the said parties of the first part in as good order and condition as when they were entered upon by said parties of the second part, loss by fire or inevitable accident or ordinary wear excepted; and also will keep said premises in good repair during the lease at their own expense. SECOND PARTIES agree to maintain and operate said premises with the same standard of cleanliness, quality of foods served, and efficiency and politeness as those established and offered to the public in the past by Jack Moore, this provision being fully understood by said parties of the second part to be the ESSENCE of this Lease.

IT IS FURTHER AGREED By said parties of the second part, neither they nor their legal representatives will underlet said premises or any part thereof, or assign this lease without the written consent of said parties of the first part, had and obtained thereto, it is further agreed that in the event of fire and premises become untenable for that reason, then and in that event all rentals will cease until premises are made tenable.

IT IS EXPRESSLY UNDERSTOOD AND AGREED By and between the parties aforesaid, that if the rent above mentioned, or any part thereof, shall be unpaid on the date of payment whereon the same ought to be paid as aforesaid, or if default shall be made in any of the covenants or agreements herein contained, to be kept by said parties of the second part, their executors or administrators, it shall and may be lawful for the said parties of the first part, their heirs, executors, administrators, agent, attorneys or assigns, at their election to declare said term ended, and into the said premises, or any part thereof, either with or without process of law, to re-enter. and if at any time said term shall be ended at such elections of said parties of the first part, their heirs, executors, administrators or assigns as aforesaid, or in any other way, the said parties of the second part, their executors, administrators do hereby covenant and