

17. Little shall enter into a contract with a licensed general contractor for the construction of a restaurant upon the premises on or before the 15th day of January, 1967, and said contract shall provide that the general contractor shall begin to work upon the premises on or before February 15, 1967, and shall complete such construction within a reasonable time thereafter, said reasonable time being the amount of time which normally would be required for the construction of the proposed restaurant plus such additional time as may be reasonably required to cover unanticipated delays. In the event Little fails to do this, Moore shall have the option of terminating this lease without further liability on either side.

The abatement of rent until July 1, 1967 is based upon the representation that Little will, during the interim, substantially construct a restaurant upon the premises, and the purpose of the present provision is to allow Moore to be free of the lease if Little fails to take prompt action in causing the property to be improved.

18. In the event that Little shall fail to pay the rent or any part thereof when due or shall violate or omit to perform any of the covenants hereof on the part of Little to be performed (after notice of such default or breach shall have been given as hereinbelow provided), Moore may elect either:

a. To re-enter the demised premises by summary proceedings or otherwise and re-let said premises, making reasonable effort therefor, and receiving the rent therefrom, applying the same first to the payment of rent accruing hereunder, the balance, if any, to be paid to Little; but, Little shall remain liable for the equivalent of the amount of all rent reserved herein less the avails of re-letting, if any, and such amount shall be due and payable to Moore as damages or rent, as the case may be, on the successive rent days hereinabove provided, and Moore may recover such amounts periodically on said successive days; or

b. To terminate this lease and to resume possession of the demised premises wholly discharged from this lease. Such election shall be made by written notice, subject to the provisions hereinbefore contained, to

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