

the term and the acceptance or collection of rent by Lessor, shall operate and be construed as creating a tenancy from month to month and not for any other term whatsoever, but the same may be terminated by said Lessor by giving said Lessee thirty (30) days written notice thereof, and at any time thereafter said Lessor may re-enter and take possession of the said premises, any rule in law or equity to the contrary notwithstanding.

It Lessor shall fail to keep and perform any of the covenants, agreements or conditions of this lease on the part of said Lessor to be kept, performed and observed, and if any of the aforesaid defaults are not cured within thirty (30) days from date of written notice by registered mail of such default service upon Lessor, or if said Lessor shall be adjudged bankrupt, or shall make an assignment for creditors, or if the interest of the Lessor herein shall be sold under execution or other legal process, Lessee may, at Lessee's option, or election, and in addition to any and all other rights of Lessee under this lease, cancel this lease at any time after the expiration of said thirty (30) days upon written notice by registered mail of such cancellation by Lessee, whereupon this lease shall terminate and be utterly void, without prejudice, however, to the right of Lessee to recover from said Lessor any and all damages for breach of this lease by Lessor.

TRADE FIXTURES

Any signs, trade fixtures and equipment installed on the leased premises by the Lessee may be removed if same can be done without material damage to the leased premises, or upon the Lessee agreeing at said time to repair at its expense any damage caused by such removal. Any trade fixtures and equipment located on the leased premises will be released by Lessor to first lienholder only.

ASSIGNMENT AND SUBLETTING

Lessee may not assign or sublet the premises leased hereunder without the written consent of the Lessor, which consent shall not be unreasonably withheld, but it is understood and agreed that if the Lessor gives written permission to the Lessee to assign or sublet this lease, then, it is understood and agreed that the Lessee shall be bound by the terms and conditions of this lease and shall be responsible for the payment of all

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