

4. The Lessor covenants that he is seized of the above described premises; that he has a full and complete right to lease the same; and that the quiet and peaceable possession of such premises by the Lessee during the full term of this lease he will warrant and defend against the claims of all persons.

5. The Lessee shall have the right to erect upon the leased premises, or (in the event a structure of the character hereinafter referred to as a "Toddle House" shall heretofore have been erected upon the leased premises by the Lessee or its predecessor in leasehold interest) to maintain upon the leased premises, a restaurant structure of the "Toddle House" type with appurtenant commissary building and advertising signs, such structures to be erected and maintained wholly at the expense of the Lessee; and it is agreed that such restaurant building and structures, whether heretofore erected by Lessee or its predecessor in leasehold interest, or hereafter to be erected by the Lessee, and the contents and equipment of same, are now, and hereafter shall continue to be and remain, personal property and the property of the Lessee, and same are not and shall not become attached to or be or become part of the realty; and the Lessee shall have the right, upon the expiration or other termination of this lease or any renewal thereof, to remove such building or structures, leaving the premises in good condition after such removal. It is understood that Lessor will allow Lessee, in the construction of any structure upon the leased premises, to hook on to any present sewer, water, gas and electric lines now adjacent to the leased premises, and will give his consent, if necessary, to enable Lessee to make such connection. Any cost incident thereto shall be borne by the Lessee.

6. In the event that the Lessee shall be unable to procure a permit for the construction upon the leased premises of Lessee's usual form of "Toddle House" restaurant structure, or in the event that any law, or ordinance of the City in which these leased premises are located, should during the term of this lease prevent the Lessee from operating such restaurant in the same manner as in other Cities, or from keeping such "Toddle House" restaurant open twenty-four hours per day, the Lessee in any of such events reserves the option to cancel this lease, upon written notice to the Lessor.