

work claimed to have been done for, or materials claimed to have been furnished to Lessee, same shall be discharged by Lessee within fifteen (15) days after written notice and demand by Lessor, at Lessee's expense, by bond or other manner permitted by law. Exactly the same provision and obligation shall be binding upon the Lessor with respect to any mechanic's lien that may be filed against the demised premises or building for work claimed to have been done for, or materials claimed to have been furnished to Lessor.

ARTICLE XI - ASSIGNMENT, ETC.

Section 1. Lessee and Lessee's distributees and legal representative, successors and assigns, shall not assign, mortgage or encumber this agreement, mortgage, underlet or use or permit any part of the demised premises to be used by others, whether voluntarily or by operation of law or otherwise, without the prior written consent of Lessor in each instance, except that Lessee may without Lessor's consent (a) underlet the restaurant to an operator having qualifications satisfactory to Lessee, and (b) permit the installation of coin vending machines. If this lease be assigned or if the demised premises or any part thereof be underlet or occupied by anybody other than Lessee, other than as herein permitted, Lessor may collect rent from the assignee, undertenant or occupant and apply the net amount collected to all rent herein reserved, but no such assignment, underletting, occupancy or collection shall be deemed a waiver of this covenant or the acceptance of the assignee, undertenant

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