

shall not be liable to the Lessor for delays occasioned by strikes, fires, acts of Providence, or other causes beyond the control of the Lessor.

2. The Lessor shall pay all claims for labor and for materials for all repairs and improvements to be made hereunder on and about said demised premises by the Lessor, as and when the same become due and payable, so that said claims shall not become liens on the property hereby demised, and in the event any such lien claims should be filed of record, or proceedings had thereon whereby, in the judgment of the Lessor, the Lessee's right of possession of said demised premises might be disturbed or otherwise interfered with, the Lessee shall have the right, and the privilege is hereby given it, to settle, compromise and compound any and all such claims, and to defend any and all suits, either in the name and behalf of the Lessor, or the Lessee, or both, as the case may be, and all amounts so expended by the Lessor, including the Lessee's reasonable costs, expenses, and attorney's fees, shall be chargeable to and paid by the Lessor and deductible from the next next thereafter falling due hereunder.

3. To keep all structural portions of the demised premises, including the foundations, walls, floors, roof and exterior portions thereof, in tenable condition, slightly appearance and in good order and repair.

4. To promptly comply with all laws, rules, regulations and all other requirements of duly constituted authorities, respecting the care, maintenance and safety of the said demised premises.

5. To insure the Lessee the quiet and peaceable possession of the premises herein demised.

6. To pay, when due and payable, all taxes, assessments, insurance premiums and other charges lawfully levied or assessed on the real estate hereby demised, and no part of said charges shall be borne or paid by the Lessee as part of the rental for the said demised premises, nor shall the Lessee be charged with any responsibility for the payment thereof.

7. To consent in writing, upon the request of the Lessor so to do, to the assignment of this lease by the Lessor or the sub-letting by the Lessee of all or any part of the demised premises to a responsible tenant, upon the Lessee guaranteeing to the Lessor the payment of the rent herein reserved and the full performance of the covenants of this lease by such assignee or sub-lessee.

The Lessee Expressly Covenants and Agrees:

First Page

(a) To pay the Lessor the rent as above specified, except when said premises are rendered untenable by any cause whatsoever, other than one due to the negligence of the Lessee.

(b) To use said premises for commercial purposes, including warehousing, retail merchandising and merchandise display, but the Lessee shall not, however, be limited in its use of said premises to the purposes aforesaid. The Lessee shall not use said premises, nor permit the same to be used for any unlawful business or purpose whatsoever, or one which will increase the rate of insurance beyond the rate applicable to a general retail merchandise store occupancy.

(c) To pay all water rent, gas and electric current charges growing out of the Lessee's use of said demised premises.

(d) To keep the interior of the premises hereby demised in good order and repair, including the closets, the heating apparatus and all pipes, wires, fixtures and other appurtenances, and to replace all glass broken during the term of this lease.

(e) At the expiration of this lease, or upon a breach by the Lessee of any of the covenants herein contained, as is hereinafter provided, to quit and surrender said premises to the Lessor in as good condition as when received, ordinary wear and tear and the provisions of clause III hereof excepted.

It is Mutually Covenanted and Agreed:

I. That if any rent shall be due and unpaid, or if default be made in any of the covenants herein contained, and such payment, delinquency or default be not remedied within thirty (30) days after notice of the Lessor to the Lessee so to do, then and in that event it shall be lawful for the Lessor to reenter said demised premises, with or without process of law, and repossess the same, and the Lessee shall vacate said premises without further notice; and if it becomes necessary to bring an action at law to recover possession thereof, to pay the reasonable attorney's fee therefor.

II. The Lessee shall have the right, and the privilege is hereby given it, to decorate and remodel the interior of said demised premises, from time to time, as it shall see fit; to erect and install such shelving, partitions, cases, fixtures, and signs in, upon and about said premises as, in Lessee's judgment, may be necessary in the conduct of its business, and

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