

leased shall be put in proper repair, and in case the said premises shall at any time during the said term or previous thereto be damaged or destroyed so as to be unfit for occupancy or use in such manner or forms, the said lessor shall and will forthwith, as soon as reasonably can be done, proceed to rebuild and repair and put the same in as good condition as the said premises were in before such damage or destruction occurred, and in the meantime and until said premises are rebuilt and put in good and tenantable order, the rent hereby reserved shall cease.

If at any time, lessor fails or refuses to repair, restore and rebuild the leased premises, as required by the foregoing paragraph, lessee may, at its option, repair, restore and rebuild the leased premises to the extent necessary for lessee's sole use and occupancy. All money so expended by lessee shall be immediately owing by lessor to lessee, and lessee may deduct the amount thereof, with interest at the legal rate from the date of payment, from subsequent installments of rent coming due hereunder. The option given in this paragraph is for the sole protection of lessee, and its exercise shall not release lessor from the obligation to repair, restore, and/or rebuild the leased premises in accordance with the provisions of the preceding paragraph of this lease nor from liability for any damages which lessee may suffer because of lessor's failure so to do.

The lessor further covenants and warrants that if the said lessee shall faithfully and fully discharge the obligations herein set forth as incumbent upon the lessee to do and perform, the lessee shall have and enjoy during said term the quiet and undisturbed possession of the premises heretofore described, together with all appurtenances appertaining or appendant thereto.

The lessor guarantees that during the term hereof the lessee shall have the continuous right of way to any rear, front or side entrance to the demised premises which is in use on the date of the execution of this lease, and the right to the use of any right of way or alleyway either on or adjoining the premises of which the herein demised premises are a part

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Right of Way

or the whole, the use of which the lessor has a right to grant to lessee or which the lessor owns or controls.

If the demised premises or any part thereof shall be taken in any proceeding by the public authorities by condemnation or otherwise, or be acquired for public or quasi-public purposes, lessee shall have the option of terminating this lease, in which case any unearned rent shall be refunded to the lessee. In the event that only a portion of the premises shall be taken in any such condemnation or other proceeding and the remaining part of the premises shall be reasonably usable by the lessee, and if lessee elects not to terminate this lease, then the rent shall be reduced in the same proportion that the amount of floor space in the demised premises is reduced by such condemnation or other proceeding. In any such proceeding whereby all or a part of said premises are taken, whether or not lessee elects to terminate this lease, each party shall be free to make claim against the condemning party for the amount of the actual provable damage done to each of them by such proceeding.

Condemnation

In witness for failure to pay Rent

It is expressly understood and agreed by and between the parties hereto, that if the rent above referred to, or any part thereof, shall be behind-hand, or unpaid on the date of payment by the terms hereof, and remain so for a period of thirty (30) days after written notice shall have been sent by registered mail to lessee, at 330 West 34th Street, New York City, or at a later address to be designated and also at the address of the store designated herein, then and in such case it shall and may be lawful for the said lessor, at lessor's option, to declare the said term ended, and enter into said demised premises or any part thereof, either with or without process of law, and expel the said lessee, or any person or persons occupying, in, or upon the said premises using such force as may be necessary to do so, and so to repossess and enjoy the said premises as in lessor's former estate; and to distain for any rent that may be due thereon upon any property belong-

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