

Repairs

SIXTH. The Landlord agrees that he will keep the roof, walls, and sidewalks, of the building in which the demised premises are located, in good repair. The Tenant agrees to keep the demised premises (exclusive of roof, walls, and sidewalks) in good order, and to surrender the peaceful and quiet possession of the same at the end of said term, in as good condition as when received, the natural wear and decay of the property and casualties caused by fire, water, acts of God and unavoidable accidents excepted.

Alterations

SEVENTH. The Tenant shall have the right to make alterations to and remodel the premises, inside and outside, at its own expense. The Landlord agrees to properly execute, or cause to be properly executed, all applications and other instruments which may be required by authorities, authorizing such alterations and remodeling.

Improvements and Fixtures

EIGHTH. It is agreed that any permanent improvement to the demised premises, including any new front, installed by the Tenant, shall become the property of the Landlord, and upon the installation of any new front or other permanent improvement, the Tenant may remove and take for its own use, without charge or obligation to replace, the old front or other improvement which is being removed. It is also agreed that the Tenant, at the expiration of this lease, may remove from the premises all trade fixtures, which are to remain the Tenant's personal property. Such trade fixtures consist of shoe shelving, floor coverings, seats, showcases, display fixtures, and other equipment of a similar nature that does not form a permanent part of the demised premises.

Assignment

NINTH. The Tenant shall have the right to assign this lease and to sublease the demised premises. In such case, however, the Tenant shall remain liable for the performance of all of the covenants contained herein.

Protection

TENTH. The Landlord agrees that he will not during the term hereof let or permit to be used any other portion of the building or buildings, of which said demised premises form a part, for the sale, display or advertising of footwear.

Fire

ELEVENTH. It is agreed that if the demised premises shall be damaged or destroyed by fire, act of God, or otherwise, the Tenant shall be bound to pay the cost of repairs and the cost of the lease shall not be reduced by reason of such damage or destruction. If the premises shall be damaged or destroyed by fire, act of God, or otherwise, the Tenant will continue the lease after the Landlord shall have restored said premises, to which end the Landlord agrees to use due diligence. During such period of restoration the rent specified herein shall be suspended or reduced according to the extent of the damage to the demised premises.

Unsafe Condition of Building

TWELFTH. In the event that the building, including the demised premises, shall be declared unsafe by any authority having jurisdiction, it shall be repaired and restored forthwith by and at the expense of the Landlord, and a just proportion of the rent hereinbefore specified shall be suspended or reduced until the demised premises shall have been put in safe and proper condition for use and occupation. If a longer period than ninety days is required to repair and restore said premises, then the Tenant may, at its option, terminate this lease.

Signs

THIRTEENTH. It is agreed that the Tenant may attach its usual signs and the signs of its subtenants on or about the leased premises, providing such signs comply with all legal requirements.

Subordination

FOURTEENTH. At the time of the execution of this lease, the Landlord agrees to secure the assent of the mortgagee of the demised premises, if any, to this lease.

Right to Distrain

FIFTEENTH. If the Tenant shall fail to pay the rentals as herein specified, and if upon notification to said Tenant by the Landlord, sent by registered mail to the Tenant's main office in Baltimore, Maryland, said default is not remedied within fifteen (15) days, then the Landlord shall have the right to distrain for the same.

Insolvency

SIXTEENTH. If the Tenant at any time be adjudicated a bankrupt or insolvent, or make an assignment for the benefit of its creditors, or if a Trustee or Receiver in Bankruptcy or Insolvency should, at any time, be appointed for said Tenant by any Federal or State Court, then, in any of such events, this lease shall thereupon immediately terminate, at the option of the Landlord.

~~SEVENTEENTH. It is agreed that the Tenant shall be bound to pay the cost of repairs and the cost of the lease shall not be reduced by reason of such damage or destruction. If the premises shall be damaged or destroyed by fire, act of God, or otherwise, the Tenant will continue the lease after the Landlord shall have restored said premises, to which end the Landlord agrees to use due diligence. During such period of restoration the rent specified herein shall be suspended or reduced according to the extent of the damage to the demised premises.~~