

To have and to hold the premises specifically described above with the buildings and improvements thereon and the appurtenances thereunto belonging, unto the Tenant for and during the term of this lease as hereinafter defined.

The term of this lease shall commence on the first day of April, 1949, or the date on which the Landlord delivers possession to the Tenant, whichever is later, and shall continue thereafter for a period of five years after the first day of the term of this lease.

Landlord agrees, at Landlord's expense and risk, to secure the removal of all Tenants and occupants from said demised premises, free and clear of all Tenants and occupants to Tenant herein on the first day of April, 1949, or if such possession cannot be voluntarily obtained from the occupants then and in that event, Landlord will promptly pursue every legal remedy in good faith and with all dispatch to obtain possession for Tenant. If Landlord is unable to deliver undisturbed possession within three months after April 1, 1949, the Tenant shall have the option of terminating this indenture.

Balaban's, Inc
By: (m)
Deputy, The City
11/11

Landlord agrees, at its expense, to extend the present building located on the premises approximately forty feet back to the rear property line but it is understood that such extension shall be an extension of only the first or ground floor of the present building and that the second story of the present building will not be extended. This extension or addition to the building on the premises by the Landlord shall be constructed by the Landlord as soon as reasonably possible and the Landlord shall begin such work immediately after obtaining possession from the present tenants.

Tenant agrees to pay to Landlord therefor, the following rental, to-wit: