

The lessee agrees to make good all breakage of glass and to repair all other damage done to the premises not covered by fire and extended coverage insurance or other insurance carried by lessor during the term, except such as are produced by natural decay and reasonable wear and tear, and agrees to make no structural alterations in the premises without the written consent of the lessor, but such consent shall not be unreasonably withheld. Any improvements and alterations made by lessee shall be removed upon written request of lessor if made three (3) months prior to expiration of the lease.

Lessee shall pay all charges for utility services such as electricity, water and heat.

Lessee shall have the right to sub-lease or assign this lease without the consent of lessor, but without relieving lessee of liability under this lease.

If lessee shall permit rental payments to fall in arrears one (1) month, after written notice of delinquency lessor shall have the option of terminating this lease. *A copy of said notice shall be sent to Mr. M. Blattman, 200 W. 34th Street, New York, New York.*

If the business is discontinued or the premises vacated before the expiration of the lease, then the whole of the unexpired term becomes immediately due and payable.

If the leased premises or a substantial part thereof are taken under the power of eminent domain or destroyed or damaged by fire or other casualty, so as to render the remainder unsuitable for the purposes of the lessee, then this lease shall terminate forthwith. If such taking, destruction or damage shall not render the premises unsuitable for the purposes of the lessee, a just proportion of the rent shall be abated and this lease shall continue in full force and effect. Any award of damages for any taking of the building under such power shall be paid to the lessor, and the lessee shall have no claim thereto or interest therein.

Lessee agrees to purchase, if approved by the Referee, such of the assets shown on schedules "A" and "B" of the Petition for Turn Over of Williams & Henry, attorneys for Trustee, verified August 30, 1963 in the matter of Poinsett Garments, Inc., Bankrupt No. B/1998 as are now contained in the premises, *and to retain said assets on the premises with right of substitution of equipment of equal value.*

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