

unrestored alterations approved by Lessor, reasonable wear and tear, damage by fire, other casualty and the elements excepted.

11. Assignment and Subletting: Lessee may assign this lease or sublet the premises without the Lessor's consent only to Puritan Fashions Corporation or any subsidiary, including any subsidiary of Diane Young <sup>SPORTSWEAR</sup> ~~Inc.~~, Inc. or a corporation whose outstanding shares are owned or controlled by David B. Strauss, Jr. (the name of such corporation being unknown at the time of signing of the within Sub-Lease Agreement). Lessee may not otherwise assign this lease or sublet the whole or any part of the demised premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld; provided, however, that in the event of any such assignment or subletting, Lessee shall remain primarily liable for the payment of the rent herein reserved and for the performance of each and all the covenants and conditions hereof on the Lessee's part to be performed, and further provided that any assignee or sublessee shall be subject to all the covenants, obligations and conditions herein provided for.

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12. Taxes: (a) Lessee shall be responsible for payment of all real estate taxes and assessments levied, assessed or imposed upon the demised premises and upon all improvements erected thereon as and when the same shall become due and payable. Upon failure of Lessee to make timely payment of any taxes or assessments due, Lessor shall have the right to advance the amounts required for payment directly to the authorities making such levy or assessment, and shall add the amount so paid, plus any interest and penalty imposed, to the rental accruing by the Lessee hereunder for the next succeeding month.

(b) The Lessor and Lessee recognize that the Lessor owns property adjoining the demised premises. In the event any tax assessment covers the demised premises and other property owned by the Lessor,