

8-31-53
1-7-54

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improvements now on Parcels 1 and 2 in as good condition as at present, together with all work to be performed by Landlord with respect to Parcels 1, 2, 3, 4 and 5 fully completed. The Landlord further covenants that Parcels 1, 2, 3, 4 and 5 and the enlarged building and improvements thereon will upon delivery thereof to Tenant as hereinabove provided, and thereafter during the term of this lease, conform to the laws, ordinances, rules and regulations of all duly constituted authorities applicable thereto and will be in a condition suitable for the conducting of a retail store therein.

FAILURE TO
COMPLETE WORK

Anything herein contained to the contrary notwithstanding, it is agreed that the date for completion of said work and delivery of the demised premises as aforesaid shall be on or before December 31, 1956; provided, however, that said date shall be postponed for a period equal to the duration of any and all delays due to causes beyond Landlord's control (as such causes are defined in the next preceding paragraph hereof). If Landlord fails to complete said work and deliver the demised premises as aforesaid within the time provided for under the foregoing provisions, Tenant shall have the right at its option to terminate and annul this lease. If Tenant elects to exercise said option, it shall do so by giving Landlord written notice of such election, and upon the giving of such notice this lease shall thereupon terminate and end. Such right of termination, shall not, however, be exclusive of any other rights or remedies of the Tenant for the enforcement of the Landlord's obligations hereunder.

STORE
OPENING

5. It is understood that Tenant now operates its store on Parcels 1 and 2, and Landlord agrees that Tenant shall be permitted to continue to operate said store on Parcels