

use and occupation. If by reason of such unsafe condition of the building, it shall become necessary to demolish and remove the same then and upon the happening of any such event this lease shall cease and come to an end and any unearned rent paid in advance by the Lessee shall be refunded to it. If all of said premises or any substantial part thereof are condemned under the power of eminent domain, this lease may be terminated at the option of the Lessee by the Lessee's giving five (5) days' notice in writing to the Owner of the Lessee's intention so to terminate the lease.

OWNER'S
RIGHT TO
TERMINATE

14. It is covenanted and agreed by and between the parties hereto that if the rent reserved or any part thereof shall remain unpaid for ten days after the same becomes due and payable, or if default shall be made in any of the covenants or agreements herein contained to be kept by the Lessee, then in any of such cases the Owner may serve upon the Lessee, at its principal office in Long Island City, New York, written notice of the intended forfeiture of this lease, said forfeiture to be declared in writing at a time not less than thirty days after the serving of said notice of intended forfeiture, and in case the Lessee does not during the interval between the service of the first notice and that of the declaration of forfeiture fully pay all sums due and fully comply with the covenants and agreements herein contained, such declaration or forfeiture last named shall operate as complete, absolute and irredeemable forfeiture to the Owner of the entire interest of the Lessee in and to the demised premises.

FIXTURES

15. It is covenanted and agreed by and between the parties hereto that all machinery, furniture, detachable fixtures, and equipment of whatsoever name, character or description built or placed in or upon said premises by the Lessee while occupying said premises or any part thereof, or which may at any time during said term or any prolongation, extension or renewal thereof be built or placed in or upon said premises by the Lessee, shall be and remain the property of the Lessee, and at or before the final expiration of said term or any prolongation, extension or renewal thereof, shall be removed by the Lessee at its expense.

OUTSIDE
SIGNS

16. Owner covenants and agrees that the Lessee shall have the right and privilege of placing upon the roof of said building, or attaching to or painting upon the exterior walls thereof, such designating and advertising signs as may be required or desired in connection with its business. The Owner covenants and agrees to execute and deliver upon demand such further instrument or instruments which may be required by any State, County and/or Municipality for the purpose of obtaining any license or permit for the erection, painting and maintenance of such signs. The Owner hereby appoints the Lessee the attorney-in-fact irrevocable to execute and deliver any such instrument or instruments for and in the name of the Owner.

ALTERATIONS
AND
IMPROVEMENTS

17. Lessee shall have the right to make or permit or cause to be made, upon obtaining prior written approval from Owner (which shall not be unreasonably withheld), alterations, changes and improvements to and remodel the interior of the demised premises, at no expense to Owner, provided that the work thereof shall be done in conformity with the building laws of the City, County and State; that no addition or alteration to or upon the said premises shall be made which will endanger the safety of the building and the Owner covenants and agrees upon demand at any time after the execution of this lease to properly execute or cause to be properly executed and delivered to the Lessee all applications, consents and other instruments which may be necessary or required by any and all public or quasi-public authorities, permitting and authorizing such alterations, changes, improvements and remodeling.

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