

event the Tenant shall not have the right to cancel this lease. In any such proceeding whereby all or part of said premises are taken, whether or not the Tenant elects to terminate this lease, all parties shall be free to make claim against the condemning party for the amount of the actual provable damage done to each of them by such proceeding.

ASSIGNMENT
& SUBLET

18. The Tenant shall have the right to assign this lease to any corporation in which Tenant or its shareholders own more than fifty (50%) percent of the voting shares or to any corporation which owns more than fifty (50%) percent of the voting shares of Tenant; and Tenant shall have the right to sublet to merchandising subtenants not more than fifty (50 %) percent of Tenant's store space in the demised premises; provided, however, that in any such event Tenant shall continue liable for the performance of all its covenants under this lease agreement. Except as herinabove expressly provided, Tenant may not assign this lease or sublet the demised premises or any part thereof without the prior written consent of the Landlord, which consent will not be unreasonably withheld.

SUB-
ORDINATION

19. Tenant, will, wupon written request by Landlord, subordinate its right hereunder to the lien of any bonafied mortgage or deed of trust given to secure a loan made for the purpose of constructing or improving the premises; provided, however, that such subordination shall be made only upon the express written condition that Tenant will not be disturbed in the use or enjoyment of the premises so long as it does not continue a default in the performance of any of its covenants hereunder after notice of default as provided in Paragraph 15 hereinabove.

SURRENDER

20. Upon the termination of this lease or any renewal thereof, Tenant shall surrender the premises in the same condition or repair as at the beginning of the term, ordinary wear and tear and damages not caused by Tenant excepted.

QUIET
ENJOYMENT

21. The Landlord covenants, warrants and represents that upon commencement of the lease term, the demised premises will be free and clear of all liens and encumbrances superior to the leasehold hereby created, except any bonafide mortgage or deed of trust given to secure a

0457

4328 NY 2