

and lavatories themselves and the entire heating system including the radiators shall not be deemed to be within the interior of the premises hereby leased to tenant and shall in any case be put and kept in good order and repair by landlord.

Landlord agrees to furnish tenant with proper and adequate heat during the usual heating season at landlord's expense, conditions beyond the landlord's control excepted. W.C.C.

Gas, except for heating purposes, light and water consumed by tenant on the demised premises shall be paid for by tenant.

Landlord agrees to keep all improvements on the demised premises fully insured against damage by fire, windstorm and tornado for at least 80 per cent of the insurable value of same exclusive of excavations, foundations and vaults and to promptly restore any damage that may result from any casualty unless such damage shall exceed over 50% of the value of the improvements, in which case both landlord and tenant shall have the option of cancelling this lease as of the date of the fire or other casualty upon thirty (30) days written notice to the other party hereto. W.C.C.

Landlord shall furnish tenant with certificates of the insurance above provided and in the event landlord fails to carry such insurance and to furnish such certificates, tenant may secure same and deduct the cost thereof from any rent payable hereunder.

In the event that the demised premises or a portion thereof shall be rendered unusable by fire, windstorm, tornado or other casualty, the rent payable to landlord by tenant shall be abated for the period during which tenant is required to discontinue business in proportion to the portion of the premises rendered unusable.

If the tenant shall be in default in the payment of rent or in the keeping of any covenants herein contained to be kept and performed by tenant, landlord shall give written notice thereof by United States Registered Mail as hereinafter specified to tenant at its New York office and if said rent is not paid or if such default is not remedied within sixty (60) days after receipt by tenant of such notice, landlord shall have the right at its election to declare this lease at an end and to re-enter said demises premises and to eject all parties in possession thereof.

If tenant shall during said sixty (60) day period after default and notice thereof, cure or make good the default specified in said notice, then this lease shall continue in full force and effect the same as though no default had ever occurred.

Anything to the contrary in this lease contained notwithstanding, all trade fixtures including counters, show cases, tables, shelving, partitions, mirrors, lighting fixtures, equipment, fans, motors, mechanical equipment, etc. which may be installed by tenant regardless of whether or not the same are temporarily attached to the building, shall remain the property of the tenant and may be removed in whole or in part by tenant at any time and from time to time during the term of this lease and any extensions or renewals thereof and at the expiration of this lease and any extensions or renewals thereof.

Landlord covenants that landlord is well seized of the property and premises hereby demised in fee simple, that the said premises are free from all mortgages, decrees, judgments, condemnation and other proceedings, taxes and assessments (including all special taxes and assessments for sidewalks, paving, grading, sewers, plumbing, water charges or rents and for all other things whether due or to come due), penalties, violations of law or municipal ordinances, rules, orders and requirements affecting said premises, leases, rights of present tenants in possession, agreements, easements, party walls and all other liens, encumbrances and encroachments, defects or clouds on title of any and every nature except current taxes for the current year. Landlord further covenants that landlord has good right and lawful authority to lease said premises and property and to execute this instrument and that tenant, its successors and assigns shall peaceably and quietly enjoy and possess said premises so long as it or they shall fully and faith-

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