aforesaid and the acceptance thereof by tenant and regardless of whether or not tenant may have exercised or attempted to exercise its option above given, cancel and terminate this lease and thereupon landlord shall repay to tenant any and all loss, cost, damage and expense paid or incurred by tenant due to or arising out of this lease and/or the default by landlord in making delivery of said demised premises at the time and in the manner aforesaid.

Tenant agrees to pay therefor the following rent, to-wit:

For and during the term commencing August 1, 1947 and ending on the 1st day of May, 1948 no rent shall be payable by tenant to landlord hereunder unless tenant's store shall be opened for business prior to May 1, 1948 in which event rent shall be payable from the day on which tenant's store shall be opened for business.

Rent Charge No. 1: Beginning May 1, 1948 and for and during fifteen years thereafter to-wit from the first day of May, 1948 and ending on the last day of April, 1963 tenant will pay to landlord the sum of Fourteen Thousand Dollars (\$14,000.00) per annum payable in equal monthly installments at the rate of One Thousand One Hundred and Sixty-Six Dollars and Sixty-Six Cents (\$1,166.66) per month in advance on the first day of each and every month during said fifteen years. In the event tenant's store shall be opened for business prior to May 1, 1948 the rent shall start on the day that tenant's store shall be opened for business. For and during the balance of the term commencing on the 1st day of May, 1963 and ending on the last day of April, 1983 tenant

to landlord the sum of Fifteen Thousand Dollars (\$15,000)



per annum payable in equal monthly installments at the rate