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The Tenant will not assign this lease nor sublet the demised premises without the written consent of the Landlord, which consent shall not be unreasonably withheld. It is understood that if said lease is sublet or assigned, the Tenant shall not be relieved from the liability hereunder.

During the term the Tenant will not consent that said premises be overloaded or damaged, or that any trade or occupation shall be carried on upon the said premises or any use made thereof which shall be unlawful or contrary to any law of the State or ordinance or by-law of the City for the time being in force; no act or thing shall be knowingly persisted in upon the said premises, which will make void or voidable any insurance against fire on the said premises or building, and the Tenant and / or its under-tenants or assigns shall have the right to make alterations, changes and improvements to and remodel the premises, inside and outside, at its own expense, provided that the work thereof shall be done in conformity with the building laws of the City, County and State; and the Landlord covenants and agrees upon demand at any time after the execution of this lease properly to execute or cause to be properly executed, and deliver to the Tenant 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. Prior written consent of the Landlord is required for any alterations or changes which are structural in nature.

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The Landlord covenants and agrees that the demised premises, including all glass and appurtenances, will be delivered to the Tenant upon the commencement of the term of this lease in as good condition as the same now are, broom clean and free from all tenancies and occupancies, and free from all orders and notices of violation of all public and quasi-public authorities, and free from complaints and / or reports of violations noted or existing in or filed with any Federal, State, County, Municipal and / or Borough or any other lawful authority or authorities. Any violation existing at the commencement of the term of this lease or thereafter arising during said term and which is not caused by any act of commission or omission on the part of the Tenant shall be forthwith remedied and removed by the Landlord.

The Landlord may during the term at reasonable times enter to view the premises and may show the said premises and building to others, and at any time within three months immediately preceding the expiration of the said term may affix to any suitable part of the said premises a notice, so placed as not to interfere with or obstruct the Tenants business or window display, for letting or selling the premises, or building, and keep the same affixed without hindrance or molestation.

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~~The Landlord covenants and agrees as a condition precedent hereof and as a part of the consideration hereof, not to lease or permit to be used any other portion of the building or buildings or other demised premises located on the same lot or lots or extending of streets.~~

Provided always, that in case the building of which demised premises form a part shall be damaged or rendered untenable by or as a result of fire, flood, tornado, or other casualty or happening so as to substantially destroy the same, then this lease shall cease and come to an end, and any unearned rent paid in advance by the Tenant shall be refunded to it; but in case of such damage, destruction, or untenability of the demised premises, or any part thereof, as shall not substantially destroy the building, then the demised premises including all permanent improvements, but not including movable trade fixtures of the Tenant or under-tenants, shall be restored to their condition immediately prior to such damage or destruction with due diligence by the Landlord, and a just proportion of the rent hereinbefore reserved, according to the extent of the injury or damage sustained by the demised premises, or the untenability thereof, shall be suspended and abated until the demised premises shall have been so restored and put in proper condition for use and occupation. In the event that the building including the demised premises shall be declared unsafe by any authority having jurisdiction, or if any repairs, installations, or improvements are ordered by any authority having jurisdiction the demised premises shall be repaired and restored forthwith by the Landlord, and / or the installations or improvements shall be made forthwith by the Landlord, and a just proportion of the rent hereinbefore reserved shall be suspended and abated until the demised premises shall have been put in safe and proper condition for use and occupancy. 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 such event this lease shall cease and come to an end and any unearned rent paid in advance by the Tenant shall be refunded to it.

If, at any time before the expiration of the term hereof, there shall be any changes, lowering or improvement in or to the street or sidewalk upon which the demised premises abut, and if, by reason thereof, it shall, in the Tenant's reasonable opinion, be or become necessary to change, repair or restore the demised premises, then the Landlord shall forthwith make such changes, repairs or restorations to the demised premises as may be required to restore same to an appearance and condition substantially similar to their appearance and condition immediately prior to such change, lowering or improvement in or to the street or sidewalk. Provided, however, that if the demised premises or any part thereof are taken or condemned for public or quasi-public use, then, in the happening of such event the Tenant may, at the Tenant's option cancel and terminate this lease by giving the Landlord not less than thirty (30) days notice of the Tenant's desire to cancel.

PROVIDED ALSO, and these presents are upon this covenant, that if the Tenant do or shall neglect or fail to perform or observe any of the covenants contained in these presents and on its part to be observed and performed for ten (10) days after notice by the Landlord, or if the estate hereby created shall be taken on execution, and such execution shall not be satisfied, cancelled or otherwise removed within thirty days after notice by Landlord, then and in any of said cases the Landlord lawfully may enter into and upon the said premises or any part thereof in the name of the whole, and repossess the same as of the former estate of the Landlord and expel the Tenant and those claiming under and through it and remove its effects (forcibly if necessary), without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant, and upon entry as aforesaid this lease shall determine. The performance or non-performance by the Tenant of any act or thing herein mentioned as a default of this lease, or which might, by the terms hereof, be or become a default or violation on the part of the Tenant, shall not be considered such default or violation unless persisted in by the Tenant for a period of ten (10) days after the Landlord shall have given written notice thereof to the Tenant by registered mail at its principal office, in Hanover, York County, Pennsylvania.

All notices required or agreed to be given hereunder by either party shall be in writing and given by personal delivery to the Landlord or shall be sent by registered mail addressed to the party intended to be notified at its last known postoffice address and notice given as aforesaid shall be a sufficient service thereof.

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The Tenant and its under-tenants shall have the right to remove from the premises hereby demised any merchandise and any and all trade fixtures installed in the premises, ~~whether installed during the term of this lease or prior to the commencement of the term under any previous tenancy or occupancy~~ and such right of removal shall extend during the period of any renewal of this lease, the Tenant agreeing to repair any damage caused to the premises hereby demised by reason of such removal.

Permission is hereby given for the erection and maintenance of signs on the premises hereby demised, the same to conform in every way with the rules and regulations of the Building Department, and with any law or ordinance of the State, County and / or Municipality and the Tenant agrees to indemnify and hold the Landlord harmless from all claims by reason of the erection or maintenance thereof. The Landlord covenants and agrees to execute and deliver upon demand such further instrument or instruments which may be required by any authority aforesaid for the purpose of obtaining any license or permit for the erection and maintenance of such signs. The Landlord hereby appoints the Tenant the Attorney-in-Fact irrevocable to execute and deliver any such instrument or instruments for and in the name of the Landlord; all subject to conditions hereinafter set forth in the Rider to this lease.

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If the Tenant shall be required hereunder to pay the Landlord any sum or charge in addition to the stipulated monthly or annual rental (e.g. taxes, heat, water, etc.), then, unless the Landlord shall submit to the Tenant a written statement thereof within six months after such charge has accrued and become due, the Tenant shall not be liable therefor, and the failure to submit such statement within said six months period shall constitute a complete cancellation and satisfaction of such charge.

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