

state of repair and the Lessor shall not be required to inspect the premises or be liable for any damages on account of the condition of said roof, outer walls and downspouts, except after notice from the Lessee and failure of the Lessor to repair the same within a reasonable time thereafter. The Lessee shall conduct upon the leased premises a store for the retail sale of men and boy's clothing, suits, shoes, accessories and similar goods, wares and merchandise, and other goods, wares and merchandise customarily sold in men's clothing stores.

8. The Lessee covenants and agrees with the Lessor that it will not use or permit said premises to be used for any unlawful purpose or permit thereon anything which may be or become a nuisance; and that it will not permit to be done on said premises anything which may render void or voidable any policy for the insurance of said premises against fire or other casualty, nor which may render any increase or extra premium payable for such insurance.

9. The Lessee further covenants and agrees with the Lessor that it will make, at its own expense, all necessary alterations, improvements and repairs to the building on the leased premises, save and except those hereinabove provided to be made by the Lessor.

10. Lessee further covenants and agrees that at the expiration of the term of this lease it will deliver up said premises in as good condition as they shall have been in at the beginning of the term of this lease, natural wear and tear alone excepted.

11. The Lessee covenants and agrees that it will furnish at its own expense, during the term of this lease, all gas, water, and lights used on said premises.

12. Should the building on the leased premises be totally destroyed or damaged by fire or other casualty so as to render the same substantially unfit for occupancy by the Lessee in its business thereon, this lease may, at the option of the Lessor or Lessee, be terminated. If the building on said premises is only partially