

in as good condition as when said openings or doors were made.

(8) The Lessor agrees to keep in good repair the roof to said building but said Lessor shall not be liable for any damages by reason of leaks caused by the condition of said roof should any occur, except those leaks or damages due to the Lessor's negligence after notice from the Lessee and a reasonable time to repair said roof has expired. It is further understood and agreed that all repairs to said building other than the roof shall be made by the Lessee at its own expense, and in case said Lessee fails to make said repairs after notice from the Lessor the Lessor may have said repairs made and charge the expense thereof to the said Lessee. The Lessee further expressly agrees to keep all gas, steam and water pipes, heating and sprinkler systems, in repair.

(9) It is further understood and agreed that the Lessee is to furnish at its own expense all shelving and trade fixtures used in connection with the operation of said business, and that the Lessee shall have the right to remove from the leased premises at the expiration of this lease all of said trade fixtures, air conditioning unit and light fixtures, but this provision shall not apply to the sprinkler system, heating system, wiring or air conditioning ducts all of which are to belong to the Lessor at the expiration of this lease.

(10) It is further understood and agreed that the Lessee shall use said lease premises for the operation of a department store similar to that now operated by the Lessee, and should there be any substantial change in the nature of the business, the Lessor shall have the right to terminate this lease after giving the Lessee written notice thereof and thereafter the Lessee, or its assigns, shall have no rights under this lease.

(11) It is further understood and agreed that in case said building is partially or totally destroyed by fire or by other cause, then in such case the Lessor agrees to repair or