

premises hereby leased, be sublet or leased, along with other property of the Carpenter Brothers Drug Company, Inc. to Sears, Roebuck & Company.

Second: First party covenants that the demised premises will be delivered to second party in good condition and repair on or before the beginning of the term of this lease, and upon receiving possession of premises as aforesaid second party will keep demised premises in good repair, except the foundation, exterior walls, roof and structural part of the demised premises, which shall be kept in good repair by first party's own expense during the term of this lease. Second party will keep said premises in a clean and healthy condition, according to the City ordinances and the direction of the proper public officers during the term of this lease at its own expenses, and will clear the snow and ice from the sidewalks in front of the said premises, and upon the termination of this lease in any way, will yield up said premises to party of the first part in good condition and repair (loss by fire, tornado and ordinary wear, excepted), and deliver the keys at the place mentioned in the last line of Clause One of this lease. In the event the demised premises are not delivered to second party in good condition and repair on or before the beginning of the term of this lease, rent shall abate until possession of said premises is so delivered to second party.

Third: That the party of the first part shall not be liable for any damage or injury arising from any act, omission or negligence of any cotenant or of occupants of the same building of which the demised premises are a part, or of adjacent or contiguous property.

Fourth: That party of the second part will not assign this lease nor allow said premises to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than hereinbefore specified, but said party of the second part shall have the right to sublease all or part of the within described premises at any time during the term of this lease for any business that will not deteriorate said premises, but it is distinctly understood that said party of second part shall at all times remain responsible for the payment of rent and all terms and conditions of this lease; and will not permit said premises to be used for any unlawful purpose or purposes that will injure the reputation of the same or of the building of which they are a part, or disturb tenants of said building or the neighborhood; and will not permit any alteration of or upon any part of said demised premises, except such repairs as are necessary to fit same for its use
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and occupancy, including the installation of its electric and stove fixtures, which shall always remain the property of the party of the second part, nor allow any signs or placards posted or placed thereon except signs of party of the second part, on the interior or exterior of said premises, and at the expiration of this lease or extension thereof it will be permitted to remove said signs; and alterations and additions to said premises shall remain for the benefit of the lessor, unless otherwise provided herein. If second party is an individual he is hereby given the right to assign this lease to Sears, Roebuck & Co. a corporation organized under the laws of New York when it has qualified to do business in the State wherein the demised premises are situated or to a corporation of said State caused to be organized by Sears, Roebuck & Co. as one of its branches. In the event first party shall permit any part of the building in which the demised premises are situated, or any contiguous property owned or controlled by first party, to be used for any unlawful purpose or purposes that will injure the reputation of the said building or the neighborhood, then second party shall have the right to terminate this lease by giving ten (10) days' notice in writing of its intention to so terminate this lease.

Fifth: To pay (in addition to the rents above specified), all electric bills, and gas bills taxed, levied or charged upon said demised premises for and during the time for which this lease is granted, and to pay all of water rents levied or charged upon the building in which said demised premises are situated; and in case any water rent and gas bills shall not be paid when due, said party of the first part shall have the right to pay the same, which amounts so paid, together with any sums paid by said party of the first part to keep the said premises and their appurtenances in a clean and healthy condition as hereinbefore specified, are hereby declared to be so much additional rent, and shall be due and payable with the next installment of rent due thereafter under this lease.

Sixth: To allow the party of the first part free access during business hours to the premises hereby leased for the purpose of examining and exhibiting the same, or to make any needed repairs or alterations of said premises, which said first party may see fit to make; but the examining and exhibiting of said premises, and any repair or alterations to be made by party of the first part shall not in any
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