

not damage the premises. It is expressly agreed that no masonry surface on the front of the building on either Augusta or Pendleton Street shall be painted but the Lessee shall have the right to paint sign or signs on the southern wall of the building beginning at Augusta Street and extending back a distance of fifty feet.

8. Should the building on the leased premises or more than fifty percent of such building be destroyed or damaged by fire or other casualty, then this lease shall be terminated at the option of either the Lessor or the Lessee but if any part of the building is destroyed or damaged by fire or other casualty, and such damage is less than fifty percent, the same shall be repaired, restored and made fit by the Lessor for the occupancy and use by the Lessee within a reasonable time thereafter and the rent, or a fair and just portion thereof, according to the nature and extent of damages, shall be suspended until the premises or building is repaired and restored. It is expressly agreed there shall be no liability on the part of the Lessor to restore or repair the premises if conditions beyond the control of the Lessor interfere or prevent such restoration and repair.

9. It is understood and agreed that the Lessee will use said building for the operation of its business of making doughnuts and other kindred lines and for the sale of such products. The Lessee expressly agrees that the premises will not be used or permitted to be used for any unlawful purpose nor permit thereon anything that may be or become a nuisance and that the Lessee will not do or permit to be done on said premises anything which may render void or voidable any policy of fire insurance or which may cause the Lessor to have to pay a rate in excess of that which it would otherwise have to pay.

10. This lease shall not be assigned without the express written consent of the Lessor and neither the leased premises nor any part thereof may be sublet by the Lessee.