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of the business heretofore specified, but before commencing any alterations the said second parties shall submit to the first party plans and specifications of the proposed changes and alterations for his approval and any and all of said alterations or changes made by the second parties shall be at their cost and expense.

Said second parties expressly agree that said premises or any part thereof shall not be assigned, ~~nor~~ or permitted to be used for any unlawful purpose, but the general privilege of assignment of said lease or the subletting of any portion of said premises is hereby granted to said lessees subject to the approval of said lessor, the transfer to a corporation to be organized by said lessees to carry on said mercantile business being hereby specifically approved.

It is further agreed and understood that in the event of fire or other character of injury to the premises above described rendering the said building wholly or substantially untenable for the occupancy of the said parties of the second part, that the first party is to repair and replace the same within a reasonable time and the said second parties are to continue the occupancy of the rebuilt premises under the terms of this lease, the payment of rentals, however, to be tolled during the interim in which the premises are untenable.

It is further stipulated and agreed that in the event the said first party should desire to build any additional stories upon the present building located on the above described premises that he shall be granted the privilege and shall be given the use of fifteen (15) feet frontage on Main Street beginning at the south corner of the existing building and extending east therefrom thirty to thirty-five feet from basement to roof for elevator use for the additional stories to be constructed; it being understood, however, that the lessees are to be allowed a reduction of the annual rental upon the existing building for the lease of said space above specified, the amount to be agreed upon by the parties hereto, and in the event they are unable to agree, it is agreed that same may be left to arbitration.

It is further agreed and understood that the said lessees shall also have the privilege of constructing two or more additional stories upon the existing building, not to exceed five stories in all; said construction by the lessees to be made in the event said lessor has elected not to build any additions to said building previously.

It is further understood that said construction by lessees is to be at their own expense and it is understood and stipulated that they are to have the free occupancy of said additional stories during the term of this leasehold; at the termination of which, said addition is to become the absolute property of said lessor. It being understood, however, that said lessees are to pay all ad valorem Taxes applicable to that portion of the building added by them during the term of this lease; plans and specifications of said additional stories to be approved by said lessor before work begins.

It is further agreed and understood that the above described premises are at the present time subject to a lease covering a portion of the same now used as a Beauty Parlor maintained by Seligman & Latz, and it is understood and agreed that this lease is subject to said sub-lease during the term thereof, and that the said lessees herein are to permit the said Seligman & Latz to occupy said subleased portion of the premises during the term of their sublease; the rentals, however, provided by said sublease to be due and payable to the lessees herein.

At the end of the term herein demise, including any renewals hereof or the sooner termination of this lease, said lessees expressly agree to replace the premises herein granted in substantially the same condition as herein leased at the option of the lessor, subject, however, to usual and reasonable wear and tear and depreciation.