

and is hereby given the right to sublease ground floor of said building for all business Purposes excepting that of a butcher shop, bakery, restaurant, grocery store, Pool or billiard hall, bowling alley, moving Picture shows or any business that would cause a greater wear or damage than would that of a clothing store; and may sub-let the second floor of said building for business or office Purposes and no other.

Party of the second Part further agrees to make his own contracts with the gas and water companies for the furnishing said second Party, his heirs or assigns, with gas and water, and to relieve Party of the first Part from any of the liability thereon.

It is further agreed that the Party of the second Part, his heirs or assigns, shall occupy said building according to the terms of this lease, and Pay all rents therein Provided, and should default be made in the Payment of said rent when due, or any Part thereof, the Party of the first Part may at his option forfeit and terminate this lease, by giving to the Party of the second Part, 15 days notice in Writing of such intention.

Party of the second Part agrees to and with the Party of the first Part to keep said Premises leased in good condition, and to commit no waste or damage thereto except such as is necessary to the enjoyment of the same and to deliver Peaceable Possession thereof to the Party of the first Part or his legal representative at the termination of this lease, and that, should the Party of the second Part, his heirs or assigns, fail refuse or neglect to deliver Possession as above stipulated, then, in that event Party of the second Part shall Pay to the Party of the first Part, his heirs or assigns, the sum of twenty dollars (\$20.00) Per day, for each day the said Premises shall be held beyond the term of this contract.

It being understood and agreed by the Parties hereto that water or gas Pipes shall be kept in repair by the Party of the second Part, his heirs or assigns, and that the Party of the second Part shall hold the Party of the first Part free from all damages that might accrue to himself or tenants occasioned by Pipes leaking or bursting, or leaks in the roof of said building.

It is further agreed and understood between the Parties hereto that should said Party of the second Part at any time during the life of this contract desire to sublet said Premises, or transfer or assign this lease, said Party of the second Part agrees to give said Party of the first Part the Preference of renting it back from the said Party of the second Part Provided said Party of the first Part will Pay the same Price to said Party of the second Part that he received, which is three hundred dollars (\$300.00) Per month. That should said Party of the second Part at any time during the life of this contract desire to sublet the Premises, or assign the lease, he agrees to notify said Party of the first Part by registered mail, at his last known address, sixty days in advance of said Proposed subletting or assigning, and that said Party of the first Part shall within the said Period of sixty days, either elect to take the said Premises as Provided for herein, or not, and if the said Party of the first Part fails to notify said Party of the second Part during the sixty days mentioned herein, he waives all of his right so far as the Preference is concerned relative to the subletting or the assignment of said lease.

It is further understood and agreed that this lease contract shall be binding upon heirs, executors, administrators, successors and assigns of the Parties hereto.

In witness whereof, the Parties have hereto set their hands on the day and year last above written.

Abraham Froug, Party of the first Part.

State of Arkansas, county of Pulaski, SS.

Be it remembered, before me, a notary Public, within and for said county and state, aforesaid, on this 28th day of April, 1910, personally appeared Abraham Froug well known