

into upon the following covenants and conditions, to-wit:

First: Said premises shall be used by the lessee for the purpose of the sale of cigars, cigarettes, tobaccos and other merchandise usually kept in cigar stands, and for no other purpose whatsoever; that said lessee will commit no waste nor permit any wastes to be committed on the premises, or any portion thereof, or permit said premises, or any portion thereof, to be used for any unlawful purposes.

Second; This lease shall not be assigned nor shall said premises be sublet, in whole or in part, by said lessee, without the written consent of the lessor having been first had and obtained; provided, however, that such assignment or subletting, when so agreed to, shall in no event release the lessee from the payment of the rentals for the full term of this lease, as herein provided.

Third; The lessor shall not be liable for any damage, loss or injury to any property, at any time of said leased premises, on account of gas, smoke, water rain or snow, which may leak into, issue or flow from any part of said building of which the leased premises are a part, or from the pipes or the plumbing works therein, or from any place, source or cause ^{so} whatever.

Fourth: If the said lessee shall become insolvent or bankrupt, or shall be adjudged a bankrupt, or shall make an assignment for the benefit of his creditors, then, in any or all of such events this contract shall cease and become of no further force or effect, and the premises above described shall revert back to the lessor.

Fifth: Upon the termination hereof the lessee shall redeliver possession of said premises back to the lessor in as good condition as the same are received, reasonable wear and tear alone excepted.

Sixth: In case of the destruction of said premises or the injury thereof to such an extent as to render same untenable from any cause whatsoever, this contract shall thereupon cease and be of no further binding force or effect.

Seventh: The lessor shall cause said building to be heated for the use of the tenants as shall be reasonable and necessary.

Eighth: That time is hereby declared to be the essence of this contract for the payment of the rentals herein provided, and the payment of said rental installment when and as the same shall fall due, and the performance of the foregoing conditions herein required to be done, kept and performed by the lessee, shall be conditions precedent to the right to continue this lease; and upon the failure of the lessee to pay any monthly installment of the rent when and as the same shall become due, or to keep and perform any and all of the conditions and covenants herein contained to be done, kept and performed on the part of the lessee, shall failure shall operate to forfeit all rights of the lessee in and to this contract, and the lessor may, at his option, terminate same without notice, and shall have the immediate right to re-enter and repossess said premises, the same as if the lease shall have been duly adjudged and forfeited.

Ninth. This instrument shall be binding upon the respective heirs, successors and assigns of both parties hereto. This lease covers exclusive right on sale of tobacco and cigars, in this building.

In witness whereof, the parties ^{have} hereto set their hands and seals this the day and year first above written.

J. M. Gillette, *J. M. Gillette*
P. H. Kerr and E. H. Mills,
By J. M. Gillette.

Lessor.