

said lessor, and not otherwise. And it is hereby covenanted, that, at the expiration of this lease, or the determination of the term hereby created, the said tenement and premises are to be surrendered to said lessor its assigns or successors, in as good condition as when received, excepting only natural wear and decay, or the effects of accidental fire.

The said lessee and all who may hold under him hereby engage to pay the rent above reserved, and double rent for every day he or any one else in his name shall hold on to the whole or any part of said tenement after the expiration of this lease, or after its forfeiture for any cause whatever. And in case of any forfeiture of this lease, the said lessor or assigns, shall be entitled to and may take immediate possession of said demised premises, any law, custom or usage to the contrary notwithstanding. The said premises shall be kept in good order and repair, and free from any nuisance or filth upon or adjacent thereto, at the expense of said lessee, and shall not be used by said lessee, or by any person occupying the same in any manner or for any purpose prohibited by any law or ordinance, or by the terms hereof. The said lessor, or its legal representatives, may, at all seasonable hours, enter into said premises for the purpose of examining the condition thereof, and of making such repairs as lessor may see fit to make.

Said lessor shall not be liable to said lessee or his agents, guests or employees for any damage caused to them or their persons or property, by water, rain, snow, ice, sleet, fire, frost, storms and accidents, or by breakage, stoppage or leakage of water, gas, heating and sewer pipes, or plumbing upon, about or adjacent to said premises.

In case of the partial destruction of said premises so as to render it or any portion of it untenable, a pro rata proportion of said rent shall be remitted or returned to said lessee until such time as again tenable. The total destruction of said premises by fire or otherwise, without fault or negligence of said lessee or his agents shall work a forfeiture of this lease.

If the cost of insurance to said lessor on said premises shall be increased by reason of the occupancy of said lessee or any person under him all such increase over the present cost shall be paid by said lessee to said lessor or assigns on demand. During the life of this lease said lessor may put and keep upon the windows or walls of said premises the usual notice "To Rent or sell" without hindrance or molestation, and may show said premises to parties wishing to rent them between the hours of 10 o'clock A.M. and 2 o'clock P.M., daily, except Sundays and holidays.

Said lessee shall pay the water licence for said premises according to the regulations of the Water Department of said city. Said lessee will erect fire escapes on said premises at his own cost, according to law, should the City or State authorities demand same.

The said premises shall not be used or occupied for any purpose other than that of an asphalt paving plant without the written consent of said lessor, or its legal representatives. No waiver of any forfeiture, by acceptance of rent or otherwise, shall waive and subsequent cause of forfeiture, or breach of the terms or conditions of this lease; nor shall any consent by said lessor to any assignment or sub-letting of said premises, or any part thereof, be held to waive or release said lessee or any assignee or sub-lessee from any of the foregoing conditions or covenants as against him or them, but said lessee or any assignee or sub-lessee shall be expressly subject thereto.

Any failure to pay each month's rent when due, or to keep or perform any of the covenants or agreements herein contained shall produce a forfeiture of this lease, if so determined by said lessor or its heirs, assigns, or legal representatives without further demand or notice. All plate and other glass now in said premises is at the risk of said lessee, and if broken is to be replaced by and at the expense of said lessee.