

2. To pay before the same shall become delinquent all taxes, charges, rates, and assessments which may, during the term of this lease, be levied upon or assessed against or be equitably chargeable to or assessed in respect to any buildings and improvements which may be placed upon the demised premises by the Lessee; and where any such tax, rate, charge or assessment may be embraced in the general amount of taxes charged upon the demised premises separately or in connection with other property of the Lessor and the Lessor shall pay all of said taxes, then the Lessee will promptly repay or refund to the Lessor the amount or part of the tax, charge, rate or assessment equitably or fairly apportionable to any buildings or improvements placed on the demised premises by the Lessee.

3. To use the demised premises exclusively as a site for a concrete storage warehouse.

4. To keep the demised premises and the buildings and improvements thereon in a condition and of an appearance satisfactory to the Lessor, and from time to time as may be required by the Lessor, to paint all such buildings and improvements with paints of a color approved by the Lessor. Should the Lessee fail or refuse within fifteen days to comply with any request made by the Lessor to place the premises or any building or improvements thereon in proper condition, or to paint any such building or improvement, the Lessor may, at its option, perform such work, and in such event the Lessee shall promptly reimburse the Lessor for the cost so incurred.

5. To perform, observe and comply with all federal and state laws and municipal ordinances or regulations regarding sanitation, fires and other matters connected with the maintenance and use of said premises; and to indemnify and save harmless the Lessor against all fines, penalties, claims and demands, at law or in equity, arising out of the use by the Lessee of the demised premises and the buildings or improvements to be erected thereon or out of the non-observance by the Lessee of any federal or state law or municipal ordinance or regulation as aforesaid, or out of the acts, omissions or negligence of the servants or agents of the Lessee in or about the demised premises in the use thereof by the Lessee, and to promptly pay to the Lessor any fine, penalty or judgment which may be laid or recovered against the Lessor on account of any matter or thing against which the lessor is indemnified as in this paragraph 5 provided.

6. To at all times keep a space of six feet from the nearest rail of any railroad track entirely clear of structures, materials and obstructions of every sort, but nevertheless, the Lessee may erect loading platforms which shall not be higher than three feet and six inches above the top of the rails and which at no point shall be nearer than four feet from the nearest rail of such track. In case of a breach of these obligations, or any of them, the Lessee assumes and agrees to indemnify the Lessor against all liability for loss, damage, injury and death arising therefrom.

8. That neither the Lessee, its legal representatives, successors or assigns, nor any subsequent assignee shall underlease or sublet the demised premises or the buildings or improvements erected thereon, or any part thereof, nor assign this lease or any interest herein, without the written consent and approval in each instance of the President, or a Vice-President of the Lessor, and that, at the option of the Lessor, this lease shall be forfeited by any such voluntary sublease or assignment or by any assignment thereof by operation of law.

9. That in case of the eviction of the Lessee by anyone owning or claiming title to the demised premises, the Lessor shall not be liable to the Lessee for any damage of any nature whatsoever, or to refund any rental paid hereunder; and in case any one owning or claiming title shall recover a judgment against the Lessor for the value of the use and occupation of the demised premises by the Lessee, the Lessee will pay, satisfy and discharge such judgment.

10. That the Lessor shall not be held liable for or on account of any loss or