

COMPARED  
Said bond shall be further conditioned to indemnify the Lessor against any loss of rent and save the Lessor harmless from any loss, cost, damage, or expense, including attorney's fees and all liability in any manner arising out of, and surrounding the removal of said improvements ~~or~~ the construction of said building.

Any such bond shall also be conditioned to indemnify the Lessor, against, and save the Lessor against, and save the harmless from, any loss, cost damage, expense, including attorney's fees, or liability in any manner arising out of, or surrounding the removal of, said improvements, or the construction of said building.

It is agreed that if the Lessee shall determine to remove the building herein mentioned as the "Corner Building," and the building herein mentioned as the "Boulder Street Building", and to ~~replace~~ <sup>Place</sup> the same with the building first above herein agreed to be completed within five years, no bond to cover the removal of said two buildings shall be required in addition to the Fifty Thousand Dollars, (\$50,000.00) bond herein agreed to be given by the Lessee at the time of the execution of this Lease, and the bond not to exceed Fifty Thousand Dollars (\$50,000.00) in addition agreed to be given on demand of Lessor,

It is further agreed that if the Lessee shall desire to remove any improvement on said premises for the purpose of replacing the same, as herein provided, if there be then improvements on said premises erected by the Lessee, if said last mentioned improvements are free and clear of all liens and charges, except a mortgage, and if the Lessee is not in default in any manner under the Lease, the amount of the bond to be given shall be decreased as follows;

The value of the said improvements, less any encumbrance, so already erected on said premises by the Lessee shall be ascertained, and if seventy-five per cent (75%) of such net value of such improvements <sup>to be removed, or the value of the improvements to be</sup> be greater than either the value of the improvements to be constructed, whichever is larger, no bond need be given; but, if the value of the improvements to be removed, or the value of the improvements to replace the same, whichever is greater, is more than such seventy-five per cent (75%) of the above mentioned net value, the bond shall be in an amount equal to fifty per cent (50%) of such excess; Provided, however, nothing herein shall be construed to obviate the giving of the Fifty Thousand Dollar (\$50,000.00) bond agreed to be given on the execution hereof, and the additional bond not to exceed Fifty Thousand Dollars, (\$50,000.00) to be given on demand of Lessor,

484  
TWELFTH ; Lessee further covenants that Lessee will, at all times, keep all buildings and improvements on said premises, whether now thereon, or hereinafter erected thereon, and all appurtenances thereunto, and all sidewalks, steps and excavations in good, clean, safe secure and sanitary condition, keep same repaired, and will keep any alley that may adjoin said premises in clean, sanitary and safe condition, all at the sole expense of the Lessee, and will save the Lessor free and harmless from any damage resulting from any failure so to do, and from any penalty, damage or other charges imposed for any violation of any law, ordinance, rule or regulation, whether occasioned by the neglect of the Lessee, or any agent in the employ of said Lessee, or any person contracted with the Lessee,

On failure of the Lessee to do anything in this numbered paragraph agreed by the Lessee to be done, at the time and in the manner herein provided, such act may be performed by the Lessor, and the Lessor is hereby granted authority by the Lessee to enter upon the premises to perform any such act; and the Lessee agrees to immediately repay to the Lessor any sums charged to or expended by the Lessor for any act so done by the Lessor, together with interest thereon at the rate of ten per cent (10%) per annum, and any sums so charged to, or to be paid by, the Lessor shall be and become as rent and shall be collected as, and governed by the terms hereof as to, rent, and non-payment thereon with the next rent due shall entitle the Lessor to all rights and remedies which the Lessor would have for the non-payment of rent,

THIRTEENTH: As security for the performance of terms and covenants of this lease, the Lessor