

and is hereby given, a lien upon all buildings and structures erected on the demised premises to secure the payment of the rental herein reserved.

3. The abandonment of the above described premises, by lessee, shall operate as an absolute termination of this lease; and the failure of Lessee to occupy and use the same for the purpose or purposes herein mentioned, or the use of the same for any purpose or purposes not herein mentioned, for thirty (30) days, at any one time, shall be deemed an abandonment thereof.

4. It is further agreed that said leased premises shall be used and occupied exclusively as a location for a warehouse, wholesale fruits and vegetables and in case of any other use of said premises by Lessee, Lessor may declare this lease terminated and may re-enter upon and take possession of said leased premises, without being required to give notice thereof; with or without process of law; and Lessee agrees that all provisions of law or ordinance applicable to such use shall be fully observed; and will not do, nor permit to be done, upon or about said premises, anything forbidden by law or ordinance, or the rules and regulations of Lessor, now in force or which may hereafter be adopted.

5. This lease is made by Lessor and accepted by Lessee with the distinct understanding that if the bills for annual rental shall not be paid within thirty (30) days after the presentation thereof to Lessee, such failure on the part of Lessee to pay such bills within the time specified (thirty (30) days from the date of the presentation thereof to Lessee) shall automatically operate as cancellation of this lease.

6. It is further agreed that if any fine, judgment, lien, penalty, or forfeiture, shall accrue upon said premises, to the damage or injury of Lessor, or to said leased property, then in that event Lessee does hereby agree to hold harmless Lessor and said leased property from any and all such liens, fines, damages, forfeitures, penalties, or judgments; it being the intent hereof that Lessee at all times shall protect Lessor and its property from any injury, damage, or loss by reason of the occupation of said premises by Lessee, or from any cause whatsoever growing out of Lessee's use of said premises.

7. Lessee further agrees to pay all taxes, general and special, assessments, license fees or other charges that may be levied or assessed upon the leased premises and upon any and all improvements that may be placed upon said leased premises by Lessee, or against Lessor, by reason of the use of said premises by Lessee.

8. Lessee further agrees to keep said premises, and all buildings thereon, in a neat and orderly condition, and to cover all such buildings with at least one coat of mineral paint, of Lessor's standard color, whenever required so to do by Lessor, and further agrees that no signs or advertisements of any description shall be permitted to be painted or posted upon any of said buildings, or about said premises, other than such as shall be approved by Lessor; and Lessee further agrees to place upon all buildings or structures erected upon the said premises a sufficient number of "Post no Bills" signs to prevent others from posting bills or advertisements thereon, except such as shall first be approved by Lessor, as aforesaid.

9. Lessee further agrees that in case any building, or other improvement which Lessee may have a right to locate upon said leased premises is damaged, or destroyed wholly or partially by storm, fire or otherwise, the Lessee will within ten (10) days from the date of such damage, or destruction, remove all debris, trash or rubbish caused by or incident to said damage, or destruction, and in case of failure so to do, Lessor shall have the right to enter upon the leased premises and remove such debris, trash or rubbish at the sole cost of Lessee and Lessee agree to pay such cost to Lessor within thirty (30) days after presentation of bill therefor to Lessee.