

expense of the lessee, and removable without damage to the premises, shall be the property of the lessor, and shall remain upon and be surrendered with the premises as a part thereof at the termination of this lease.

Sixth: The lessor shall not be liable for any damage, either to business or property, sustained by the lessee or by any other persons, due to the building, or any part thereof or any appurtenances thereto, becoming out of repair, or due to the happening of any accident in or about said Building, or due to any neglect or the employees of the lessor or to the act of any tenant or occupant of said Building, or any other person, or to any damage caused by water, rain, snow, steam, sewage, electricity, illuminating or heating gas, sewer gas, or odors, or any other damage whatever of a like or of a wholly different nature.

Seventh: The lessee shall give to the lessor, or his agent, prompt notice of any accident or defects in the water, gas pipes, electric wiring, or heating apparatus, or other parts of the premises, coming to his attention.

Eighth: All the property and furniture of said lessee situated upon said premises during the term of this lease, shall be and is hereby bound for the rent herein reserved and for the fulfillment of all the terms, conditions, stipulations, agreements and covenants of this agreement or lease, and a lien is hereby created therein in favor of said lessor for such rents and fulfillment of such terms, conditions, stipulations, agreements and covenants and any exemption allowed by law or otherwise is hereby waived by said lessee. In case said rents shall not be paid when due or any covenants be not fulfilled at the time and in the manner herein contemplated, the lessor thereupon shall be entitled to the immediate possession of such property and furniture and may enter said premises and take possession thereof and shall not be liable for any prosecution therefor, and may, with or without notice, sell said property of furniture, either at public or private sale, and apply the proceeds to the expenses and attorney's fees in connection with such sale, and second to the payment of rent due and to the satisfaction of any unfulfilled covenants or covenants, and the balance if any, shall be paid to the lessee.

Ninth: The lessor shall furnish at the usual and ordinary heat furnished to other tenants of said Building, for the use of said lessee during such periods as the same may be necessary, cessation caused by accident, strike, and reasonable necessity excepted, but temporary failure to furnish such <sup>heat</sup> shall give the lessee no claim for damages against the lessee, and shall not justify the lessee in failing to observe and perform any of the obligations of this lease.

Tenth: Said lessor agrees to and will pay for and furnish to said lessee the necessary water for the toilets and lavatories in said storeroom, and said lessee agree to and will pay for all other water desired and used by it, and for all gas and electricity used in said storeroom and premises. Said lessor further reserves and shall have the right at all times to furnish said water, when paid for by said lessee, and also said gas and electricity, at a price paid therefor by him, or in the event he does not furnish the same, to designate the person or company who shall do so.

Eleventh: The lessee agrees that it will not at any time use said storeroom and premises, or any part thereof, for storage purposes, and will remove all lumber, boxing, packing and packing material daily, and keep said premises free therefrom, except that said lessee shall have the right or have such boxing and packing material, not in excess of moderate requirements, for the proper boxing and packing of such merchandise as must be shipped out of town, it being expressly understood, however, that all debris and refuse