

three months prior to the expiration of the then current term of his or its desire and intent to terminate this lease at the end of said term.

This agreement is intended to assure to the party of the second part the exclusive right to maintain and operate a telegraph office in said building, and the party of the first part hereby agrees that they will not grant, or permit others to grant, to any other person or corporation the right to establish, maintain or operate a telegraph office in said building, or to connect telegraph wires therewith during the term of this lease or any renewals thereof.

The party of the first part, their heirs, administrators, successors or assigns, is to keep said premises in good and tenable condition, repair walls, floors, etc., and paint or paper walls and ceilings when necessary; but the party of the second part is to repair any damage to the walls, heating plant, glass or woodwork caused by negligence, carelessness or waste of its agents or employees.

The party of the first part agrees to furnish fuel and the party of the second part agrees to have furnace fired, which supplies heat for the whole building owned by lessor.

The party of the first part expressly reserves the right of passage through the basement of above property so as to give them ingress and egress into and from other portions of the basement of said building.

Any District Telegraph Company and any Telephone Company with which the party of the second part has contracted or may contract or which it may employ for the performance of messenger and signal or telegraph business in connection with telephone business or for joint telegraph-telephone or signal service may occupy said premises jointly with the said party of the second part and contribute a portion of the rental herein reserved.

Pipes of the party of the second part may be led over the roof or through the foundation walls of the building in which said premises are situated, and into the demised premises, and the necessary fixtures

for a general telegraphic and messenger business may be placed upon said building.

Pneumatic tubes may also be led through the walls of said building and into the premises hereby demised, and installed, maintained and operated therein.

The party of the second part may assign this lease or sublet the whole or any part of said premises for any business not deemed extra hazardous.

If any rent shall be due and unpaid, or if default shall be made by the party of the second part in any of the covenants herein contained, to be by it performed, then it shall be lawful for the party of the first part to re-enter said premises, and to remove all persons therefrom.

The said party of the second part covenants to pay to the party of the first part, their heirs, administrators, successors or assigns, the rent as herein specified, and that at the expiration of its right to occupy under this lease it will quit and surrender the premises hereby demised in as good state and condition as reasonable use and wear thereof will permit, damages by fire or the elements excepted.

The said party of the first part covenants for themselves, their heirs, administrators, successors or assigns, that the party of the second part, on paying the said yearly rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold and enjoy the said demised premises for the term or terms aforesaid.

In case the building or said premises, or that portion of such building leased by the party of the second part, shall be destroyed, or be so injured by the elements, or any other cause, as to be untenable and unfit for occupancy, the party of the second part shall not be liable or bound to pay rent to said party of the first part, for the same after such destruction or injury, and may thereupon at its option, quit and surrender possession of the premises; but may if it so desire, upon the completion of the repair or

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