

(5) That he will comply with all lawful requirements of the Health Board, police and fire departments and municipal authorities, respecting the manner in which he uses the leased premises. It is understood, however, that the Lessor will make any alterations of or additions to the said premises which may be ordered or required by law or by any lawful authority, and that the Lessee shall not be obligated to make any alteration of the same. If by exercise of the right of eminent domain, or seizure, or appropriation of space in the demised premises by lawful authority, an untenable condition is created, the Lessee shall have the option to terminate this Lease; but if such an untenable condition is not thereby created, the rental shall abate pro-rata according to the space seized or appropriated.

(6) That he will pay for water, gas, electricity and other utilities used by him.

The Lessor hereby covenants and agrees with the Lessee as follows:

(1) That he is, at the time of the execution of these presents, the sole owner in fee simple of the premises hereby demised, and that he has sole right to lease the same for the term aforesaid. It is expressly understood and agreed that the above covenant of the said Lessor constitutes a warranty by him, and that, in case that he has not the title and rights aforesaid, then, in such event, this Lease shall, at the option of the Lessee, become null and void, and no rent for the remainder of the term aforesaid shall become due to the Lessor, his legal representatives or assigns.