in consideration of the rents and conditions of these presents reserved and provided as payable and to be performed on the part of the said Andrew McSaughlin, and his executors, administrators and assigns, the said Ann Kirby Barnum, surviving trustee, and Zenas Barnum, executor as aforesaid, have demised and leased, and do hereby demise and lease for the term of ten years, from the first day of June next ensuing eighteen hundred and fifty six, the City Hotel, in the City of Baltimore, State of Maryland, together with all the furniture fixtures and privileges thereunto attached, or in anywise belonging, being and embracing the same buildings, furniture, fixtures, rights and privileges and appurtenances now used occupied and enjoyed under a former lease to said Zenas Barnum and Andrew McSaughlin, from the said Ann K. Barnum surviving trustee, under the will of the late David Barnum, (the lease made on the second day of June last past, eighteen hundred and fifty five, and recorded by the said Andrew McSaughlin and Richard Barnum by the said Ann K. Barnum as surviving trustee for five years, from the first day of June next, eighteen hundred and fifty six, is of no effect, and by these presents is hereby dissolved, cancelled and void, this being substituted in its stead.) the said Andrew McSaughlin, his heirs, executors, and administrators and assigns, yielding and paying to the said surviving trustee, executor or heirs for the rent of the above leased property and premises, the yearly rent or sum of thirteen thousand dollars, and it is further understood and

agreed that the said Andrew McSaughlin is to pay from time to time as they fall due, all ground rents and interest on the City Hotel Stock, taxes and insurances on this property, during the term of this lease, and that all such payments shall be deducted from the aforesaid rent of thirteen thousand dollars, and that the balance or residue shall be paid in semi annual payments on the first days of December and on the first day of June in each and every year during the said term of ten years, the first payment to be made on the first day of December, eighteen hundred and fifty six. And it is hereby covenanted and agreed on the part of the said Andrew McSaughlin that at the expiration of this lease, he is to return to the said Ann K. Barnum, trustee and Zenas Barnum, executor or to the aforesaid heirs or assigns, the possession of the hotel, furniture, fixtures and appurtenances in as good order as when received, subject to and with the exception of the usual wear and tear, and that during this lease, the said Ann K. Barnum is to be allowed the same privileges she enjoyed under the former lease to the said Zenas Barnum and Andrew McSaughlin.

And it is hereby further agreed and covenanted between the parties to these presents, that if during the term aforesaid the City Hotel shall be destroyed by fire, or be so injured as to be incapable of occupancy for the purpose of hotel business, the rent henceforth shall cease as above reserved until said hotel is repaired or rebuilt.

In testimony whereof the said parties of the first part and second part sign and seal these