

II

IT IS UNDERSTOOD AND AGREED that the Lessee is to construct certain buildings and places of business upon the said described premises and that some of them have now been constructed or are under the course of construction on the said premises and that during the term of this Lease the said lessee will conduct and operate certain commercial enterprises such as store, service station, tourists' cabins, pool room, and other lines of business on said premises or may sub-let or permit others to operate certain lines of business thereon; that the lessee will construct all buildings required for these purposes.

III

Said lessee does hereby agree to pay to said lessors as the rent of said leased premises a sum equal to 7½% of the gross income from any and all business conducted and operated on the said premises during the term of this Lease save and except as to gas, oils, and grease, which shall be 5%; and the lessee agrees to pay all County and State taxes on said premises. The said rental to be determined and paid by the lessee to the lessors on the last day of each and every month for the month then ending during the term of this Lease.

JRA.

ESA.

Wm. C. S.

IV

IT IS SPECIFICALLY UNDERSTOOD AND AGREED by and between the parties hereto that the party of the second part is to keep a complete and authentic bookkeeping record of all business of whatever kind and character conducted on the said premises and every six months submit a statement of such records to the lessors herein, provided, of course, that all such records shall be open to the inspection of the lessors or their representative or agent at any and all times during the term of this Lease.

V

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that the lessors may have an audit made of the books of the lessee and all business of whatever kind and character conducted on the said premises at any time that they may see fit or wish to have such audit made and the lessee agrees to cooperate with the lessors and such auditor in every respect.

VI

IT IS FURTHER UNDERSTOOD AND AGREED by the parties hereto that the said premises or no part thereof nor any business thereon shall be sub-leased or rented by the lessee to a third party except upon written consent of the lessors first had and received. Should the lessee under-lease or sub-let the whole or any part of said leased premises under consent from the lessors the said lessee shall nevertheless remain liable as a surety to lessors for full payment of the rent according to the terms of this Lease.

VII.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that the lessee shall not construct or cause to be constructed any building or other improvement or structure and shall not install or cause to be installed any equipment on the said premises except such as shall be paid for by the lessee and it is specifically understood and agreed that the lessee shall at no time and in no event commit any act that shall make the said premises or any structure, improvement or equipment thereon subject to lien on the part of a third party or anyone else.

VIII.

The lessors covenant that they are seized of said real property in fee simple and have full rights to make this Lease and that said lessee shall have quiet and peaceable possession of said premises during all of said term.

IX.

If the lessee hold over or remains in the possession or occupancy of the premises hereby leased after the expiration of the terms of this Lease or after any sooner termination thereof, without any written Lease of said premises being actually made and entered into between the lessors and lessee, such holding over or continued possession or occupancy shall not be deemed or held to operate as any renewal or extension of this Lease, and shall, if rent is paid by the lessee and accepted by the lessors for or during any period of time it so holds over or remains in possession or occupancy, only create a tenancy from month to month at the rental basis hereinbefore specified, which may at any time be terminated by either lessors or lessee giving to the other thirty days notice of said intention to terminate the same.

X.

In the event that default should be made in the payment of any rent herein agreed to be paid, or in case default shall be made in the performance of any other covenant or agreement hereinbefore mentioned shall continue for ten days after notice thereof in writing by said lessors, their agent or attorney, to said lessee then, in any or either of such events said lessors at their options may declare said term ended and may re-enter upon said premises, either with or without process of law, and remove all persons therefrom and the lessee in such event agrees to peacefully remove from said premises and delivery possession thereof to the lessors, their agent or representative.

XI.

IT IS SPECIFICALLY FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that the lessee shall maintain and operate any and all such lines of business on the said premises as may be suited to and desirable because of the location of the same or because of the natural demands of the territory or community and as may be required by the lessors, it being understood that the lessors shall be the sole judges as to the scope of business and business enterprises to be conducted on said premises.

XII.

IT IS FURTHER UNDERSTOOD AND AGREED by and between the parties hereto that the lessee agrees to at all times keep in force in a company satisfactory to lessors such fire insur-