

the lease after such expiration, or the like notice be given by the Lessee unto the Lessor of its intention to vacate the premises after such expiration; then it is hereby agreed that this lease will be considered as extending and binding in all its provisions for one (1) year after such expiration; and so to continue from year to year until such notice be given by either party previous to the expiration of such extended term. But should said premises be damaged by fire or other casualty to the extent of five (5) per cent, then this agreement shall be terminated at the option of either party. And it is mutually understood that the Lessee shall make, no repairs at the expense of the Lessor, and any alterations or improvements desired by the Lessee, at its own cost, must be done under the written sanction of the Lessor, and all such alterations or improvements shall be surrendered to the Lessor on the Lessee's removal. The Lessee shall make good all breakage of glass and all other injuries done to the premises during its tenancy except such as are due to natural decay and unavoidable accident. And it is further stipulated and understood by the parties to these presents that if the Lessee shall be ten days in arrears in paying said advance monthly rental payments or if the Lessee shall go into bankruptcy, either voluntarily or involuntary, the Lessor shall have the right to annul and terminate this lease. And it shall be lawful for him to re-enter and forthwith repossess all and singular the above granted and leased premises. And it is further stipulated and understood by the parties to these presents, that the Lessor is to pay all taxes and insurance charges upon said real estate and keep the roof and building in habitable conditions. And it is further stipulated and understood by the parties to these presents, that the Lessee is to assume all outstanding advertising contracts of the Lessor, such as signs upon the highways and such matters as have been discussed between said parties, but this will only apply to payments maturing subsequent to this date. And it is further stipulated and understood

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by the parties to these presents, that the within letter real estate shall not be sublet nor this lease be assigned without the written permission of the Lessor. However, the Lessee has a right to rent the stores on West Washington Street, and to sublet all concessions in the hotel without the consent of the Lessor. And it is further stipulated and understood by the parties to these presents, that if the Lessor shall fail to make any necessary repairs upon the building after ten (10) days notice, in writing, from the Lessee, then the Lessee shall have the right to make said repairs and charge the same to the Lessor, keeping an itemized and verified statement of said charges. And it is further stipulated and understood that in the event the Lessor shall sell the hotel property on or before December 1, 1927, the Lessee will immediately surrender possession of the premises to the purchaser if the purchaser so desires, and if said Lessee has complied with his contract, as consideration for said immediate vacation of said property said Lessee is to receive the sum of ten thousand (\$10,000.00) dollars. It is further agreed, that the Lessor shall have two rooms with bath in said hotel without charge, or cost whatever, until May 31, 1928. It is understood that the Lessor shall have the right at any time during the life of this lease to sell the store rooms on West Washington Street, in which event the Lessee shall immediately release all claims to said store rooms, and the Lessor will remit to the Lessee the following sum monthly upon said property: No. 9 West Washington Street, \$150.00 per month; No. 11 West Washington Street, \$75.00 per month; No. 13 West Washington Street, \$125.00 per month; that is to say, the Lessor will credit said sums monthly upon the rental herein specified. It is further understood and agreed that the Lessee shall have the right to assign this lease to the Cannon Hotel Company upon its organization. In witness whereof, the Lessor does hereunto set his hand and seal, and the Lessee has set his hand and seal, in duplicate, this 9th day of July A.D. 1927.

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