

the hotel concessions hereinafter referred to, shall thereafter be continued under contract with the Lessee and be payable to the Lessor, its successors and assigns, and credit given the Lessee for the amount received.)

4th. It is agreed and understood that all taxes and assessments against the leased property, due or to become due to the State, County, School district or City, shall be paid by the Lessor, who shall likewise pay the premiums on all insurance which it may take out for its own benefit. This clause however, shall not prevent the Lessee from procuring insurance upon such interest as she takes under the lease. All licenses chargeable for operating the hotel, and all other taxes, except as hereinbefore specified, are to be paid by the Lessee.

5th. The Lessee shall maintain the leased buildings and equipment appurtenant thereto and a part thereof and a part thereof in good repair, and return the same at the termination of the lease, in as good order as they now are, reasonable use, wear and tear excepted. Provided however, that all damages by storm, lightning or fire to said building shall be repaired at the expense of the Lessor. Provided, further, that in case of the destruction of the said building by fire, lightning or storm the Lessee shall be released from the obligation to pay rents for the subsequent use of said building unless the Lessor shall rebuild, and the rents in such case are to begin only from the time when the new building shall be ready for occupancy. And in case of the partial destruction of said building by fire, lightning or storm, the rents are to be deducted pro rata for the period during which the whole or any part of the building is unfit for occupancy, and the lessor agrees to use all diligence to put the building in condition for occupancy. Provided if the parties cannot agree as to the amount of such deduction, the matter is to be submitted to arbitrators, each party selecting one arbitrator and those two a third, and the decision of such arbitrators is to be binding. Their decision is to be made having reference to the rental value, as stipulated in this contract.

6th. The Lessee covenants that the leased property shall be used only for hotel purposes, and purposes appertaining thereto, and shall be operated as a first class hotel purposes, and purposes appertaining thereto, and shall be operated as a first class hotel under the name of "OTTARAY HOTEL", and that she will at no time maintain, or permit to be maintained any nuisance on said property.

7th. The Lessor agrees to furnish the kitchen and bake shops with the usual necessary stationary fixtures and equipments, to cost not exceeding Two Thousand (\$2,000.00) Dollars, and agrees to equip the bathrooms on the fifth floor as soon as necessary, upon reasonable notice from the Lessee. All furniture and other personal property necessary for the complete equipment and running of the said hotel are to be furnished by the Lessee, the same, however, to belong to her, except as provided in the 9th paragraph.

8th. It is agreed as a condition of this lease, that this lease shall not be assigned, nor the leased property sub-let, except with the written consent of the Lessor, and the violation of this provision shall, at the option of the lessor, work forfeiture of this lease, and vest in the lessor the right to re-enter and terminate the same; provided, however, that the lessee shall have the right to lease the pool-room, barber shop, floor space, for news and cigar stands, and drug store, and all concessions usually pertaining to first class hotel business, subject however, to the terms and conditions hereinbefore ^{Maintained} maintained.

9th. The Lessee agrees on the execution of this lease, to deposit with the Lessor the sum of Five Hundred (\$500.00) Dollars, to be held by the Lessor as security.