

except sale of advertising space on programs of whatever kind or nature. The Lessors do hereby covenant and agree that if Five (5%) per cent of the gross proceeds of the operation of said track shall not amount to the sum of Five Hundred (\$500.00) Dollars, that Lessee will pay the difference between said Five (5%) per cent and Five Hundred (\$500.00) Dollars to the end that minimum rent for any year shall be at least Five Hundred (\$500.00) Dollars.

4. The Lessee does hereby agree that he will not, without the prior written consent of the Lessors, sell, assign, mortgage, pledge or otherwise dispose of this lease or subrent the premises as a whole or in part or use or occupy the same for any purpose other than the operation of a race track.

5. It is understood and agreed that the Lessors shall have the right to use and cultivate such of the premises herein leased as is not occupied by the race track to be constructed on same but that when any race is being conducted, the Lessee shall have the right to keep unauthorized persons from said premises.

6. In the event the Lessee, his heirs or assigns, shall be adjudicated bankrupt, insolvent according to law, or shall file a voluntary petition or shall fail to comply with any covenant herein, or if any payment of rent shall be past due and unpaid, then in any or all of such events, this agreement of lease shall henceforth terminate at the option of the Lessors and any unmatured rent shall become immediately due at the option of the Lessors, and the Lessors may thereupon lawfully enter into and upon the premises or any part thereof and repossess and expel the Lessee and those claiming under him and remove their effects by force, if necessary, without being deemed guilty of any manner of trespass and without prejudice to any other claim or remedies the Lessors may have or use for arrears of rent or breach of covenant.