

and E. S. Toohey, doing business as Central Parking Garage on the 9th day of March, 1950; and SUBJECT, HOWEVER, to the terms of a certain sublease covering a portion of said property by and between Shell Oil Company and Central Parking Garage, Inc., now in the process of execution; and SUBJECT, HOWEVER, to the terms of a certain sublease covering a portion of said property made and entered into by and between E. S. Toohey and Riley Mahaffey on the 1st day of February, 1950, subsequently and on the 30th day of September, 1951, assigned by E. S. Toohey to Central Parking Garage, Inc.

TO HAVE AND TO HOLD said premises unto the Lessees herein for a term of five (5) years commencing on the 1st day of February, 1952, and ending at midnight on the 31st day of January, 1957, in consideration of which the Lessees agree to pay unto the Lessors the sum of SIXTY THOUSAND (\$60,000.00) DOLLARS, payable monthly in advance as follows: One Thousand (\$1,000.00) Dollars on the 1st day of February, 1952, and One Thousand (\$1,000.00) Dollars on the 1st day of each and every month thereafter to and including the 1st day of January, 1957. And, in addition thereto, the Lessees have agreed to pay unto the Lessors the sum of Five Thousand (\$5,000.00) Dollars to apply against County and City taxes on the demised premises during the term, such amount of Five Thousand (\$5,000.00) Dollars to be paid by the Lessees unto the Lessors as follows: Eighty-three and 33/100 (\$83.33) Dollars on the 1st day of February, 1952, and Eighty-three and 33/100 (\$83.33) Dollars on the 1st day of each and every month thereafter to and including the 1st day of January, 1957.

In the event the Lessees fail to pay any installment when the same shall have become due and payable, or in the event the Lessees violate any of the terms and conditions of this lease, then the Lessors may, at their option, declare the lease terminated and reenter upon and retake possession of the property.

It is further agreed that if the Lessees should vacate said premises during the continuance or before expiration or legal