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or usual conduct of said business, and excluding likewise therefrom such sales, luxury or excise taxes, federal or state, which the Tenant may collect for and on behalf of any governmental unit, which taxes are not included in the sale price of the merchandise. Refunds for deposits shall likewise be credited against gross sales, provided that the deposits shall have originally been included therein. Rentals are to be made payable to the Landlords at their agents or assigns.

The above letting is upon the following conditions:

The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have hold and enjoy the demised premises for the term aforesaid.

The Tenant covenants and agrees to use the demised premises only as a restaurant.

The Tenant shall, without any previous demand therefor, pay to the Landlord the said rent at the times and in the manner above provided, and in case of the non-payment of said rent at the times and place above stated, and if the same shall remain in default for ten (10) days after written notice of default, or in case the said leased premises shall be deserted or vacated, the Landlord shall have the right to and may enter the same as the agent of the said Tenant, either by force or otherwise, without being liable for any prosecution therefor, and to relet the said premises as the agent of the Tenant, and to receive the rent therefor.

The Tenant shall keep said premises in good and sufficient condition and repair, and shall also re-decorate, paint and renovate the demised premises as may be necessary to keep them in proper condition and good appearance. The Tenant shall quit and surrender said premises at the end of said term in as good condition as the reasonable use thereof will permit.

Tenant shall pay all charges for water, gas, heat, and electricity used in and upon said premises.

The Tenant shall be solely responsible for maintenance of the premises in a good and safe condition and the Landlord shall not be responsible for any injury to any person, nor for damage to any goods or things occasioned by any defect or condition in or relating to the premises.

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