

hereby lease and let the entire plant of first party located upon the above described premises together with all machinery and equipment and in connection therewith, including all automobiles and trucks, except one 5 passenger Nash car, and one Ford "Truck License Tag" 27250

TO HAVE AND TO HOLD the same (for a term beginning on this July 20, 1922, and running September 1, 1922, and from month to month thereafter, upon the terms hereinafter set forth, subject to prior termination as hereinafter provided,)

The party of the second part agrees to pay as rental therefor the sum of \$150.00 for the period ending September 1, 1922, said sum to become due and payable on August 1, 1922;

\$200.00 on September 1, 1922; \$250.00 on October 1, 1922;
\$300.00 on November 1, 1922; \$350.00 on December 1, 1922;
and \$350.00 on the first day of January 1, 1923 and like sum on the first day of each and every succeeding month during the continuance of this lease.)

The party of the second part agrees that he will take good care of said premises, and all machinery and equipment contained therein and used in connection with the packing business which has been conducted therein by first party, and agrees that he will keep said premises and equipment in as good a state of repair as same now are, ordinary wear and tear alone excepted, and that he will pay all charges for water, light, heat, electricity and power that may be used in and about said premises during the term hereof, and not permit the same to become delinquent or a charge against first party.

First party agrees to carry fire and tornado insurance upon said premises in such an amount as will protect it, and in event of the destruction of said premises or the equipment therein contained, by fire, tornado, or other action of the elements beyond the control of second party, this lease shall terminate, and second party shall not be held liable for loss or damage to said premises or the equipment therein occasioned by any agency beyond his control.

IT IS AGREED That said premises shall be used by second party (only as a packing plant and for the purpose of preparing, killing, storing, and marketing livestock, meats and by-products therefrom in the usual manner connected with the packing industry.

IT IS AGREED AND UNDERSTOOD That under no circumstances shall first party be or become liable for any sum or upon any account whatsoever by reason of the use, occupancy and operation of said plant by second party, but the entire expense of the operation thereof shall be borne by the party of the second part.

IT IS FURTHER AGREED, That this lease may be terminated at any time by second party hereto by giving written notice to the other party of his intention so to do thirty days prior to the date when said lease shall be terminated, and thereafter each party shall be relieved of all obligations of this contract, and first party may terminate same upon ninety days written notice to second party.

Upon termination of this contract, second party agrees to deliver up to first party the peaceable possession of said premises and the machinery and equipment therein contained, in as good condition as same now are, ordinary wear and tear excepted, without notice or demand therefor.

The terms and conditions of this contract shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

EXECUTED IN DUPLICATE, the date first above written.