

by the lessors in excess of the amounts then due for rents and other charges against said premises, shall be held in trust by the lessors for the repair or re-building of such damaged or destroyed parts, and shall be disbursed therefor by said lessors only on an architect's certificate, after lessee has, at his own expense, rebuilt or repaired the same to an extent that will enable the lessee, with the insurance money remaining in their hands, after the payments of the rents and charges due, to complete said building in as good condition as it was before the said loss or damage occurred thereto.

If a mortgage, as heretofore provided for under paragraph three of this lease, is placed upon the premises, then and in that event the lessors agree to deliver to the mortgagee said insurance policy, or policies, as additional security for said mortgage, and further agree that any monies derived from said insurance policy, or policies, shall be subject to be applied, first to the satisfaction of said mortgage indebtedness; and, second, the residue, to be delivered over to the lessors, as their interest may appear under this lease.

The lessee's covenants herein shall be so construed that, at all times during the term hereof, he shall be required to keep upon said premises a building of the value and construction hereinbefore mentioned, and no building thereon shall, at any time, be torn down or removed from said premises without either the written consent of the lessors, their heirs, or assigns, or by the giving of a bond by the lessee in the sum of the then value of said building; that the lessee will, with due diligence, build another building thereon, so as to keep a building on said premises at all times of the value of Three Hundred Thousand (\$300,000.00) Dollars.

FIFTH: The lessee further agrees to and with the lessors, their heirs, or assigns, that he will keep and conform to the municipal and all other laws, rules, regulations, stipulations and provisions affecting said premises, and every part thereof, including the sidewalks streets, sewers and alleys abutting thereon, for himself and all tenants, licenses and visitors thereon, to use said premises only in a proper and legitimate manner, and to do or suffer no act to be done capable of injuring the reputation of the premises. And the said lessee hereby agrees to save the lessors forever harmless from any penalty, damage, charge or imposition, whether due to the negligence of the lessee, or otherwise, occurring, and the said lessee will indemnify and save and keep the lessors harmless against and from any loss, damage, costs, attorney's fees, and expenses arising out of any accident or other occurrence due directly or indirectly to the use of the premises or any part hereof by the said lessee, or any person holding under him, or any contractor, laborer, or servants working upon said premises, or as a penalty or claim for permitting any gambling, or the violation of any intoxicating liquor laws on or about the said premises, or the violation of any other law, which might subject the said premises to forfeiture for damages, now or hereafter in force, whether national or state.

SIXTH: It is hereby further covenanted, stipulated and agreed by and between the parties hereto, that the lessors shall, at their option, have the right, without obligation, at all times during the term of this lease, to pay any rents, taxes, assessments, water rates or other charges of whatsoever kind, character or nature, upon said premises and reversionary interest therein remaining unpaid after the same have become due and payable and to procure any pay for insurance or renewal thereof, and to pay, cancel and clear off all the sales, liens, charges and claims of every kind, nature and character that may attach to or upon or against said leased premises, or reversionary interest, and to redeem said premises from the same, or any part of them, from time to time, and the amount so paid and advanced by the lessors, including reasonable expenses, shall be so much additional rent due from the lessee at the next rent paying period after any such payment, and all such sums so paid and advanced by the lessors, together with over due rents, shall bear interest at the rate of six (6) per