

THIS INDENTURE OF LICENSE, made this 4th day
of May, 1951, by and between MUTUAL
TELEPHONE COMPANY, a Hawaiian corporation, hereinafter
called the "Licensor", and GROTE REBER, hereinafter
called the "Licensee",

W I T N E S S E T H :

That the Licensor, for and in consideration of
the rents and covenants hereinafter reserved and contained
and on the part of the Licensee to be paid, observed and
performed, hereby grants unto the Licensee a license to
occupy and use for scientific purposes in common with the
Licensor, its successors and assigns, all the premises men-
tioned and described in that certain General Lease No. 3342,
dated March 1, 1950, by and between said Territory of Hawaii
and the Licensor, together with Easements A & B as more
particularly set forth therein.

THIS LICENSE is made upon the following terms
and conditions.

1. The Licensee shall pay as rent unto the
Licensor the sum of THIRTY-SIX DOLLARS (\$36.00) per year,
together with and in addition to all taxes, impositions,
and assessments, ordinary or extraordinary, which may
hereafter at any time during the term hereof be laid,
imposed, assessed or charged on the said premises or any

part thereof or upon any improvements made or to be made thereon. Said rental and said taxes, impositions and assessments shall be payable semi-annually in advance.

2. This license shall be for a term of three years from the date hereof and thereafter until terminated, upon thirty (30) days' written notice by either the Licensor or the Licensee.

3. The Licensee shall not assign or transfer the rights or privileges herein granted or any part thereof without the previous written consent of the Licensor and of said Territory of Hawaii and the satisfactory obligation by the proposed assignee to be bound by all the terms and conditions herein contained.

4. The Licensor shall have the right at all times to enter upon said premises and to use and occupy the same for its own purposes.

5. The Licensor shall have no obligation whatsoever with respect to the maintenance and repair of said premises or any part thereof.

6. The Licensee shall not construct or erect buildings or improvements upon said premises without the prior consent in writing of the Licensor. All erections, buildings and improvements of whatever kind or nature now on or which may be hereafter put, set up, erected or placed upon said premises shall revert to and become the property of the Licensor or the Territory of Hawaii as their interests may appear under the terms of said General

Lease No. 3342. PROVIDED, HOWEVER, that, subject to the approval of the Commissioner of Public Lands, the Licensee shall, prior to the expiration hereof, remove from the premises, all structures placed thereon by the Licensee which shall be ordered removed by the Licensor, restoring the premises to the same condition as when possession was first taken by the Licensee. In the event the Licensee shall fail to perform such removal and/or restoration in accordance with the requirements hereof, the Licensor may do so, and the Licensee, upon demand, will pay to the Licensor the cost thereof, plus interest at the rate of eight per cent (8%) per annum. The Licensee shall keep the property and all improvements thereon in as good order and condition in all respects (reasonable use, wear and tear excepted) as the same are at present or may hereafter be put by the Licensee.

7. The Licensee will not make or suffer any waste or strip or unlawful, improper or offensive use of said premises or any part thereof, including improvements, and will at all times during the term hereof keep said premises, including improvements, in a strictly clean and sanitary condition.

8. The Licensee shall indemnify and save harmless the Licensor from and against any and all loss, damage, liability, cost and expense which it may sustain or bear or to which it may be put resulting in any way from the exercise by the Licensee of the rights and privileges hereby granted, except where such loss, damage, liability, cost or expense shall be caused solely by the negligence of the Licensor.

9. The Licensee hereby covenants and agrees to

observe and perform all of the terms, covenants and conditions in said General Lease No. 3342 contained and on the part of the lessee therein to be observed and performed, except for the payment of rent as therein specified.

IT IS MUTUALLY UNDERSTOOD AND AGREED that in the event any fences shall be required to be constructed upon the demised premises by the Territory of Hawaii or any applicable law or regulation, the Licensor shall pay for the cost of constructing the same.

IN WITNESS WHEREOF the parties hereto have executed this instrument the day and year first above written.

MUTUAL TELEPHONE COMPANY

By

A. B. Attleson
PRESIDENT

By

George B. Palmer
TREASURER

Licensor

Grote Reber
Grote Reber

Licensee