- 5. The Tenant agrees to take the buildings on the lot just as they stand. The Landlord shall not be called upon to make inspection of or repairs to the buildings and the Landlord shall not pay any damage from roof leaks, should any occur. Except as herein provided, the Landlord shall not be called upon to make any repairs or alterations during the term of this lease.
- 6. The Tenant shall keep the buildings and premises in good order and repair during the term of the lease, and upon the expiration or termination of said lease shall deliver up the premises in as good condition as they were at the commendement of said lease, reasonable wear and tear alone excepted. Tenant shall allow the Landlord free access to the premises hereby leased for the purpose of examining or exhibiting the same, or to make any needful repairs or alterations of said premises, which said Landlord may see fit to make. Tenant will keep all and singular the said buildings and premises, including the plumbing and heating plant in such repair, as the same are at the commencement of the said:term or may be put in during the continuance thereof, reasonable wear and tear and damage by fire or other unavoidable casualty only, excepted, and will promptly replace all glass thereof broken during the said term by other of the same size and quality.
- 7. Should the buildings or any substantial part thereof be destroyed or so damaged by fire or other casualty as to be unfit for occupancy or use, the rent, or a fair and just proportion thereof, according to the nature and extent of the damage, shall be suspended and cease to be payable until the buildings are restored and made fit for occupancy and use. Should the buildings be totally destroyed by fire or other casualty, so as to be totally unfit for occupancy or use, this lease shall be terminated at the election of either party, notice thereof being given to the other party.
- 8. The Tenant is hereby given the privilige to erect, maintain and use any signs, on the leased premises, including hanging or extension electric signs, the supports of which may be attached to the upper or other part of the building on which he leased premises are a part; provided that the same shall comply with the laws, ordinances, and regulations applicable thereto, of the city, county and state in which the leased premises are situated. The Landlord covenants to cooperate with the Tenant for the purpose of obtaining any permit, license, or consent that may be necessary for the erection and maintenance of such signs.
- 9. That all property of any kind that may be on the premises during the continuance of this lease shall be at the sole risk of the Tenant, and that the Landlord shall not be liable to the Tenant or any other person for any injury, loss or damage to property or to any person on the premises.
- 10. It is understood and agreed between the Landlord and the Tenant that the Tenant shall pay all of the taxes, insurance, levies and fees charged by any Municipal Corporation levied against said property and he will, also, carry insurance, which shall include extended coverage in an amount not less than SEVENTY THOUSAND AND 00/100 (\$70,000.00) DOLLARS.
- 11. If, and when any warehousing is built on any of the other six acres, which were originally part of the tract of land owned by the Tenant, the Tenant shall have first option to lease any new warehousing space available.

IN WITNESS WHEREOF, we do hereunto set our hands and seals this  $\frac{13^{14}}{13^{14}}$  day of May, 1968.

Witness:

Mary B. Robinson

WHITE TRANSPORT CORPORATION

April 1 Dealer

By: Darachy W. Cracker

By: David T. Crocker, Individually

(Continued on next page)