

from the premises. In the event Lessor determines that it is not economically feasible to repair under the terms of this lease, then the Lessor may, at his option, terminate this lease and same shall then be null and void.

ASSIGNING OR SUBLETTING: Lessee agrees not to assign this lease or sublet the demised premises or any portion thereof without the written consent of Lessor. It is understood and agreed that Lessor is leasing the aforesaid premises to the Lessee for the purpose of conducting a tire business therein similar to the business which has been conducted on said premises for a number of years.

TERMINATION: It is further expressly understood and agreed that in the event there may be a default of the rental hereinabove referenced or a breach by the Lessee of any covenant contained herein, and such default or breach shall continue after 30 days written notice of the Lessee, then and in such event it shall be lawful for the Lessor to re-enter into and upon the premises or any part thereof and thereupon this lease shall at the option of the Lessor absolutely terminate. It is further covenanted and agreed between the parties hereto that any adjudication that the Lessee is bankrupt or otherwise insolvent, it shall be deemed to constitute a breach of this lease, and thereupon, ipso facto and without entry or other action by Lessor, this lease shall become terminated. Notwithstanding any other provision of this lease, Lessor shall forthwith, upon termination, be entitled to recover damages for such breach or resort to any remedy provided by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this date first above written.

IN THE PRESENCE OF:

John P. Man
Frances R. Lietke

Robert Reuben Bishop
Robert Reuben Bishop, Lessor

BISHOP TIRE & SUPPLY CO.
By Mary A. Cooper
A. Paul Watwood
Lessee