

outer walls and down spouts are, upon occupancy by the Lessee, considered sound and in a good state of repair, and the Lessor shall not be required to inspect the premises or be liable for any damages caused by the condition of said roofs, outer walls or down spouts, except after written notice from the Lessee and failure to repair same within a reasonable time thereafter.

(7) The Lessee shall conduct upon the demised premises a frozen food locker plant or such other lawful business as Lessee may desire.

(8) This Lease shall not be assigned by the Lessee or the premises or any part thereof sublet without first obtaining the written consent of the Lessor.

(9) Lessee covenants and agrees with the Lessor that it will not use nor permit said premises to be used for any unlawful purpose or permit thereon anything which may be or become a nuisance and that it will not permit to be done on said premises anything which may render void or voidable any policy for the insurance of said premises against fire or other casualty nor which may render any increase or extra premium payable for such insurance.

(10) The Lessee may at its option change the floor or ceiling of the building located at the corner of Main and Jones Street and/or construct a new floor at a lower or higher level than the present floor in said building. The Lessee may also at its option construct a false ceiling in said store building so as to lower the present ceiling thereof, without changing the existing floor and ceiling.

(11) The Lessee may also at its option install such cork, insulation, or other material as may be necessary to render the buildings suitable for use as a frozen food locker plant, and in connection therewith may brick up the front of the two-story building herein demised facing on Main Street to the North of the building herein leased which is at the corner of Main and Jones Streets.

(12) The Lessee further covenants and agrees with the Lessor that it will take the buildings and premises just as they are, and that it will make, at its own expense, all necessary alterations, improvements and repairs on the demised premises. It is understood and agreed, except as herein provided, that no structural changes in said buildings shall be made by the Lessee without the written consent of the Lessor.

(13) The Lessee agrees that at the expiration of this lease or any extension or renewal thereof it will deliver up the said premises in as good condition as they shall have been at the beginning of the term, reasonable wear and tear along excepted. The Lessee shall have the right at the expiration of this lease or any extension or renewal thereof to remove all cork insulation or other material, and all fixtures, machinery, or other equipment installed by it in the demised premises, provided, however, that the Lessee shall leave said premises in as good condition as they shall have been at the beginning of the term, reasonable wear and tear along excepted.

(14) The Lessee covenants and agrees that it will furnish, at its own expense, during the term of this lease, all gas, water, and lights used on said premises.

(15) Should the buildings on the demised premises or either of them be totally destroyed or damaged by fire or other casualty so as to render the same substantially unfit for occupancy by the Lessee in its business thereon, this lease may, at the option of the Lessor or Lessee, be terminated. If the buildings on said premises are only partially destroyed or damaged by fire or other casualty so as to render the same partially unfit for use and occupancy by Lessee, the rent, or a fair and just portion thereof, shall abate accordingly.

(16) In the event of the bankruptcy or receivership of the Lessee, or its assigns, or should the Lessee make an assignment for the benefit of creditors, the Lessor may, at his option, declare this lease immediately terminated and take possession of the premises.

(17) Should the Lessee fail to pay any instalment of the rent within thirty days after same shall become due, or fail to perform any of the covenants and agreements herein contained, the Lessor may, at her option, either declare the rental for the entire term immediately due and payable and proceed to collect the same, or may declare this lease terminated and take immediate possession of the premises, collecting the rentals up to the time of the retaking of such possession.

(18) It is understood and agreed that none of the insulation, fixtures or equipment installed by the Lessee in the demised premises shall become a part of the realty, regardless of the manner in which they may be attached, but that said equipment shall at all times remain personal property.

(19) This lease shall be binding on the Lessor, her heirs, executors, administrators, successors and assigns, and on the Lessee, its successors and assigns.

IN WITNESS WHEREOF, The Lessor has hereunto set her hand and seal, and the Lessee has caused this instrument to be executed by its duly authorized officer, and to be sealed with its corporate seal the day and year first above written.

Witnesses: (As to Lessor)

G. K. Ogbrun  
W. A. Biggs

Mrs. Rouss McKnight Thomas (SEAL)  
Lessor