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month, with the understanding that the Lessee shall have a period of ten days grace within which to make said monthly payments without being in default thereon.

4. It is understood and agreed that the Lessee shall have the right to grade said lot of land and erect thereon such buildings as he may desire to be used in his business and that he shall have the right to remove said buildings from said lands at the expiration of said lease or of the extended term thereof.

5. It is also understood and agreed that the Lessee shall have the right to use the railroad siding on said lot without additional charge.

6. It is understood and agreed that if the Lessee pays the rent herein provided he shall be undisturbed in the use and occupancy of said premises, but that in the event he becomes more than thirty (30) days in arrears in the payment of rent, the Lessor shall have the right to terminate this lease by giving to the Lessee thirty (30) days notice of such termination and that at the expiration of said thirty day period the Lessor shall have the right to reenter and take possession of said premises as provided by law.

7. If the Lessee for any reason cancels this lease or vacates the premises before the expiration of the same or of the extended term, if the Lessee elects to retain the property during said extended term, the Lessor shall have the right to take possession of the buildings erected on said premises by the Lessee in full settlement of any rent due or to become due under this lease for the remainder of the original term or the extended term, and in full settlement of any and all claims against the Lessee.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their hands and seals, this the year and day first above written.

WITNESSES:

J. H. Clark
Lawton Pitts Langston

Hayle McEdute (L.S.)
 LESSOR
Robert L. Smith (L.S.)
 LESSEE