

Lessor shall keep said premises, including said spur track, in ordinary repair, provided: that if said property is damaged by lessee, his agents, employees, customers or others doing or negotiating business with him, through negligence, carelessness, or to a degree beyond ordinary wear and tear, such damage shall be repaired by lessee; provided, further: lessee shall maintain the metal lining in said concrete coal chute. Lessor shall also pay all property taxes on said property.

In event said property is damaged by fire or other casualty, the same shall be restored by the lessor within a reasonable time, and if said damage shall substantially interfere with the operation of lessee's business carried on in said premises, then the monthly rental shall be cut from One Hundred (\$100.00) Dollars per month to Fifty (\$50.00) Dollars per month, for the period of time elapsing between the occurrence of such damage and the restoration of said premises.

In event lessee shall fail to pay any past due rent upon demand therefor, or shall go into, or suffer being put into, either bankruptcy or receivership, then this lease may be, by the lessor and at his option, immediately terminated, cancelled and ended .

Lessee shall have the option of renewing this lease, and upon the same terms and conditions, for an additional two years, to commence at the end of this three (3) year lease, provided, he shall notify the lessor in writing of his determination so to do at least four (4) months prior to the expiration of this three (3) year lease.

In event lessor wishes to sell said premises at any time during this lease or the renewal thereof, he shall give the lessee the privilege of purchasing the same, provided, the lessee shall pay to the lessor therefor as much as any other purchaser, making bona fide offer.

And, Whereas, lessor has, by a Bill of Sale of even date herewith, sold to lessee certain items or articles constituting lessor's business known as the West Greenville Coal Company, representing to said lessee, purchaser of said items and articles, that there were no creditors of said business, Now, Therefore, if there shall be found any lawful creditors, whose claims said lessee shall be called upon to pay in order to protect his said purchase, then said lessee may pay the same and apply the amount (s) of such payment (s) on any rent then and -or- thereafter being due to lessor under this lease and -or- any renewal thereof.