

(6) If the aforesaid premises should be destroyed by fire or other casualty as distinguished from the negligence of the tenant, the lessor shall promptly repair and restore the premises and the improvements thereon, and during the time that the property shall not be fit for use, the rent during such period of unfitness shall abate. If the property is only partially unfit for use, then rent shall abate in proportion to the amount of the premises that is unuseable, until such time as the same shall be repaired and restored by the lessor.

(7) The lessor reserves the right, during the term of this lease, and any renewal of the same, so long as he shall own the property to visit the premises and to show the leased property to prospective purchasers at any reasonable time during business hours, and to visit the premises and inspect the same, to the end that the lessor may see what repairs need to be made, and so that the lessor can have such repairs made.

(8) The lessor agrees that between now and August 1, 1962, he will at his own expense purchase, place and erect a chain link fence seven feet high around the edge of all of the property hereby leased. This shall include a twenty (20) foot double hung gate at the drive entrance. On top of this seven foot fence will be three strands of barbed wire so as to give the fence an overall height of eight feet. No fence shall be placed by the lessor on that portion of the property in front of the terminal building, facing the said Suber's Mill Road or on that portion of the property north and west of the shop building.

(9) In the event that the tenant should be adjudged a bankrupt, or ordered placed in receivership, or should it fail to pay any monthly payment of rental herein provided for, after being notified of its default by the lessor, within a period of ten days after such notice, then the lessor, at his option can terminate this lease and the option hereinabove referred to and re-enter the premises, expel the tenant and take possession of the premises, without prejudice to any and all other rights that the lessor may have, as by law provided, in such events.

IN WITNESS WHEREOF THE lessor and the tenant have caused this agreement to be executed in duplicate originals and their seals to be hereto affixed this day and year first above written.

Byle C. Cope

Walter W. Dillard (SEAL)
Walter W. Dillard
Lessor

W. A. Burgess
Witnesses as to Walter W. Dillard

MILLER MOTOR EXPRESS, INC. (SEAL)

E. J. James

BY W. W. Milligan
Its President

Winfred Jackson
Witnesses as to Miller Motor Express, Inc.

BY Ellis Long
Its Secretary

Lessee

