

on the south end of said building, as the line of said wall is projected to the highway on one side of the building and to Hillhouse Creek on the other.

2. Rent Reserved. Lessors hereby reserve and Lessee covenants and agrees to pay to Lessors, as rental for the use of the said premises, the sum of One Thousand, Five Hundred Dollars (\$ 1,500.00) during each year of the term, payable in twelve (12) monthly installments of One Hundred Twenty-Five Dollars (\$ 125.00) between the first and the tenth day of each and every month.

3. Right to Remove Equipment and Fixtures on Termination. All equipment and fixtures, including shelving, placed in or on the said premises by the Lessee shall remain the property of Lessee, who shall have the right to remove the same at any time within ten (10) days after the termination of this lease, provided Lessee be not in default hereunder, and provided further, that Lessee shall repair, or reimburse Lessors for the cost of repairing, any and all damage resulting to the demised premises from the removal of such fixtures.

4. Maintenance and Repair of Building. Lessors covenant that they will, at their own expense, keep and maintain the exterior of the said building, including the roof and all plate glass, in good order and repair during said term and will also maintain the electric pump in good repair; provided, however, that Lessors shall not be responsible for or required to make any repairs which may have been occasioned or necessitated by the negligence of Lessee, his agents or employees. Lessee covenants that he will, at his own expense, keep and maintain in good order and repair the entire interior of the said building, including all plumbing, reasonable wear and tear excepted, and Lessee further covenants that he will, at his own expense, repair any damage to the exterior of the said building occasioned or necessitated by the negligence of his agents and employees.

5. Payment of Taxes, Assessments and Utilities. Lessors agree that they will promptly pay, as and when the same become due and payable, all taxes, levies and assessments levied upon the demised premises prior to or during the continuance of this lease, and further agree that in the event of their default therein Lessee may pay the same and deduct the amount thereof, together with any penalties and interest which may have been paid by Lessee, from the rents next accruing hereunder. Lessee covenants that he will pay for all water, gas, electricity, or other utilities used on the demised premises during the continuance of this lease.

6. Compliance with Building and Sanitary Codes. Lessors covenant that the leased premises and improvements thereon, will, upon completion, comply in every particular with all sanitary, labor, and building requirements of all laws or regulations applicable thereto.

7. Assigning or Subletting. Lessee shall not have the right to assign this lease or sublet the demised premises without first obtaining the written consent of the Lessors as to the terms and conditions of such assignment or subletting; provided, however, that such consent shall not be unreasonably withheld.

8. Termination for Default in Payment of Rent. It is further expressly understood and agreed that in the event there be any default in the payment of the rental hereinabove reserved or any breach by Lessee of any of the other covenants on the part of Lessee herein contained, and such default or breach shall not be remedied within a period of sixty (60) days, then and in any such event it shall be lawful for Lessors to re-enter into and upon the said premises and thereupon this lease shall, at the option of Lessors, absolutely terminate. It is further covenanted and agreed between the parties hereto that any adjudication that Lessee is bankrupt or otherwise insolvent, shall be deemed to constitute a breach of this lease, and thereupon, ipso facto, and without entry or other action by Lessors, this lease shall become and be terminated. Should this lease be terminated by the Lessors in accordance with the provisions hereof, the Lessors shall be entitled to damages in an amount equal to the minimum rental for the remainder of the term hereof, less the fair rental value of the demised premises for such period.

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