

(b) The Lessee agrees to lease the trailers for a minimum of 240,000 miles per trailer and to pay the full rental in advance thereof at a rate of \$.05236 per mile, which said rental is due and payable in advance for the entire mileage upon the signing of this lease.

The Lessee at its option, subject to the condition that it shall fully and completely perform the terms and conditions of this lease (and only so long as this lease shall not have been terminated by the Lessor under the terms and conditions hereof), shall have the right to make payments on account of said rental so due in an amount equivalent to \$.05236 per mile on all miles operated, but in any event not less than on 6000 miles per trailer per calendar month. If, at any time, a trailer is not operated 6,000 miles in a calendar month, the Lessee shall be permitted to apply any payments in previous months, in excess of the minimum of 6,000 miles, against such deficiency.

The Lessee shall submit, with each monthly rental payment, a record of the actual miles which each trailer was used during the calendar month next preceding the rental payment being made.

The failure of the Lessee to make payment of rental in full, as herein provided, prior to the 30th day after the signing of this lease, shall be construed as Lessee's election to make the deferred payment of the rental as aforesaid.

In the event that the Lessee exercises its option as herein provided, but fails to make any one of the payments to be made hereunder, or, in the event that prior to the payment in full of the rental, received hereunder, this lease is terminated by the Lessor under the terms hereof, the option granted to the Lessee hereunder and the Lessee's election to make payments hereunder shall terminate and cease and be of no effect, and the unpaid balance of rent reserved hereunder shall forthwith become payable upon demand by the Lessor.

Return of trailers

11. Upon the expiration of the term of this lease or upon the termination in any manner whatsoever of this lease, the Lessee shall forthwith and without demand be obligated to, and does agree to return to the Lessor complete and in good order and condition, reasonable wear and tear alone excepted, the leased trailer, and to pay to the Lessor the transportation charges to the factory of the Lessor in Cincinnati, Ohio. In the event that such trailers, or any one or more of them shall not be returned to the Lessor in good order and condition, reasonable wear and tear alone excepted, the Lessor may expend such sum or sums as may be necessary to place such trailer or trailers in good order and condition, reasonable wear and tear alone excepted, and the lessee agrees to pay to the Lessor all such sums expended by it; provided, however, Lessee shall have thirty days notice to repair same to the satisfaction of the Lessor.

Improvements

12. The lessee shall make no changes or improvements to any of the trailers leased hereunder without written consent from the Lessor first obtained. Any improvements or additions to the leased trailers or any of them shall become and remain the property of the Lessor.

Termination for Breach, Insolvency, Etc.

13. The Lessor shall have the right at any time prior to the payment in full of the rent provided for herein, in any one or more of the following event, to terminate this lease:

(a) In case any breach or default shall be made by the Lessee in the observance or performance of any one or more of the conditions herein contained and said default shall continue for a period of thirty