

shall be liable and responsible for all obligations incurred in the operation and use of the property herein leased to Lessee, including all other civil liabilities that might grow out of the operation and use of the premises. Lessor agrees that it shall pay all property taxes paid and that it shall pay insurance premiums for fire, windstorm and other hazards affecting the property. Lessee shall pay all premiums on insurance designed for the protection of the operation of the business, including necessary public liability insurance for his and Lessee's protection.

Lessee covenants and agrees to keep the fixtures and all plant equipment in a reasonably good state of repair, and upon termination of this lease the building and all equipment and fixtures shall be turned over to Lessor in a good state of repair and condition, usual and customary wear and tear excepted. Lessor shall be responsible for any needed repairs to the roof, walls and floor of the building, but it shall not be responsible for any interior painting, or any alterations that may be desired by Lessee, any substantial alterations to be agreed to by Lessor. Lessor does agree that in cases where any one repair item required to adjust or restore any one piece of plant equipment costs in excess of \$175. (\$1.00) dollars, that Lessee shall pay \$100. (\$1.00) dollars thereof and that the balance or excess shall be shared equally by the parties. Minor repair jobs covering patches, adjustments and replacement of parts, any one of which costing less than \$100. (\$1.00) dollars, shall be borne by Lessee.

It is agreed that the property herein leased cannot be sub-leased and this lease cannot be assigned or sold, without the consent of the Lessor, in writing.

This lease shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF, we have herunto affixed our hands and seals, this the 18th day of August, 1952.

Allen Freeman Food Locker Corp L.S.
 BY: L M Dobson Pres.
John L. McManis Sec.