

Should the Landlord fail to pay, when due, any rental, tax, cost, charge or lien, on the Landlord's part to be paid, the non-payment of which may or might impair, endanger or incumber the quiet and peaceful enjoyment of the Tenant hereunder or the Tenant's tenancy hereunder, or should the Landlord fail to keep and perform any covenant or agreement on the Landlord's part to be kept and performed, the non-performance of which may or might impair, endanger or incumber the quiet and peaceful enjoyment of the Tenant hereunder or the Tenant's tenancy hereunder, then the Tenant may at its option, but shall not be bound to, pay such rental, tax, cost, charge or lien and / or perform any such covenant or agreement on behalf of the Landlord and may deduct the cost of such payment and / or performance, from the rents due or thereafter to become due under the terms of this lease. If the Tenant shall be made a party to any garnishment proceeding instituted for the recovery of money alleged to be owed by the Landlord, or if the Tenant shall become involved in or be made a party to any other litigation or legal proceeding directed against the Landlord and in which litigation or proceeding the Tenant shall be without legal liability; then any expense incurred by the Tenant as a result of such garnishment, litigation or proceeding, including attorney's fees, may, at the Tenant's option, be deducted from the rents due or thereafter to become due under the terms of this lease.

The Rider hereto attached, consisting of two (2) typewritten pages each of which have been initialed by the parties hereto, is hereby made a part of this lease with the same effect as if written herein.

And the said Landlord doth covenant that the Landlord is vested with the lawful right to make this agreement of lease and that the said Tenant on paying the said rent and performing the covenants aforesaid, shall and may peaceably and quietly have, hold, and enjoy the said demised premises for the term aforesaid.

The words "Landlord" and "Tenant" wherever used herein shall be construed to mean landlords or tenants in all cases where there are more than one landlord or tenant, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

And it is further understood and agreed that the covenants and agreements contained in the foregoing lease are binding upon the parties hereto and their respective heirs, executors, administrators, successors, legal representatives and assigns.

This lease embodies the entire contract of the parties, and shall not be changed, altered or modified in any respect whatsoever except by writing indorsed hereon or attached hereto duly executed by the parties hereto or by their agents thereunto duly authorized.

In Witness Whereof the parties have hereunto set their hands and affixed their respective seals the day and year first above written.

IN THE PRESENCE OF:

As to Landlord } Robert Chubb
 } Robert Chubb

As to Landlord } D. E. McLaughlin
 } D. E. McLaughlin

As to Tenant } H. G. Lash
 } H. G. Lash

CITIZENS and SOUTHERN NATIONAL BANK, as GUARDIAN for COURTNEY V. CAUBLE, Incapacitated

By: Mary Alice (SEAL)
 } Vice President

Attest: J. M. ... (SEAL)
 } Asst. Trust Officer

ESTATE OF GLADYS CAUBLE PARTON

By: James Cauble (SEAL)

Attest: ATTY-IN-FACT (SEAL)

SHEPPARD & MYERS, INCORPORATED

By: Will Beard (SEAL)
 } Vice President

Attest: W. H. Nelson (SEAL)
 } Asst. Secretary

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