

3. QUIET ENJOYMENT The Landlord covenants that the Tenant, on paying the said rental and performing the covenants and conditions in this Lease contained, shall and may peaceably and quietly have, hold and enjoy the demised premises for the terms aforesaid.

4. USE The Tenant covenants and agrees to use the demised premises for the storage, distribution, and sale of tires.

5. DEFAULT The Tenant shall, without any previous demand therefore, pay to the Landlord the said rent at the time and in the manner above provided, and in case of the non-payment of said rent at the times above stated, and if the same shall remain in default for ten days after any of said times, or in case the said leased premises shall be deserted or vacated, the Landlord shall have the right to and may enter the same as the agent of the said Tenant, either by force or otherwise, without being liable for any prosecution therefore, and to relet the said premises as the agent of the Tenant, and to receive the rent therefore. The Landlord is hereby granted a lien, in addition to any statutory lien or right to distrain that may exist, on all personal property of the Tenant in or upon the demised premises, to secure payment of the rent and performance of the covenants and conditions of this lease; and that Tenant further agrees to pay all attorney's fees and any other expenses incurred by the Landlord in enforcing any of the obligations under this lease, as additional rent.

6. ASSIGNMENT, SUB-LETTING Said premises shall not be let or underlet by the Tenant, nor shall said premises be used or permitted to be used by it for any purpose other than as above mentioned, nor shall this lease be assigned by it without the written consent of the Landlord endorsed hereon.