

FIFTH: That upon the expiration of this lease, the Lessee covenants that he will quit and surrender the premises hereby leased in as good state and condition as same now are, reasonable wear and tear excepted.

SIXTH: On the termination of this lease the Lessee may remove from the premises any trade fixtures which may have been installed by the Lessee thereon, and upon such removal the Lessee agrees to repair any damage caused by either the installation or the removal of such fixtures or equipment.

SEVENTH: The Lessee accepts the said building as the same now is, and agrees that the same is now in good repair. The Lessor agrees to keep the roof in good repair, and the Lessee agrees to notify the Lessor should any repairs on such roof be required or needed during the term of the Lease. The Lessee agrees to be responsible for all repairs to the building, and if the Lessee desires to re-paint or re-decorate the premises, the same may be only done at the Lessee's own expense, and with Lessor's consent.

EIGHTH: That should the leased premises during the term of this lease be damaged or destroyed by fire or other cause, the Lessor shall forthwith proceed to repair or rebuild the same, and, in the meantime and until the premises are put in a tenable order, a just proportion of the rents shall be reserved according to the extent of the damage sustained and until the premises shall be restored to the same condition as before such damage occurred. It is expressly agreed, however, that if, by reason of such damage, the leased premises are rendered untenable, the Lessor shall proceed to rebuild same, but should the Lessor fail to undertake negotiations for reconstruction within a thirty (30) day period from such loss, the Lessee shall have the option of terminating this lease.

NINTH: It is agreed that the Lessor may enter on said premises at any reasonable time for the purpose of inspecting the same, but nothing herein contained shall be construed as requiring the Lessor to make an inspection for a determination of any damage or repairs required of him under the terms of this lease.

SIDNEY L. JAY ATTORNEY AT LAW CHICKENVILLE, N. C.

*[Handwritten signature]*

0436

328 RV.2