

ORIGINAL

b. Lessor shall notify the Lessee in writing of its desire to sell the property and Lessor shall have a period of fifteen (15) days in which to exercise its right of first refusal.

c. In the event the Lessee elects to exercise its right to purchase, it is to have fifteen (15) days after giving the Lessor written notice of desire to so exercise for examination of the title of the leased premises. Lessor agrees to deliver a valid warranty deed free and clear of any and all encumbrances.

d. In the event the Lessee does not exercise its right of first refusal to purchase as provided above, the Lessor is free for a period of three (3) months after giving notice as provided above to sell to any third party on the same terms and conditions offered the Lessee.

e. Failure by the Lessee to exercise its right of first refusal to purchase on any one occasion shall not bar its rights on any other occasion and the option hereby granted shall extend to and be binding upon Lessor, her successors, heirs, executors and grantees. This agreement shall run with the land.

20) MAINTENANCE OF DRIVEWAY

As a part of the consideration for this lease, Lessee agrees to maintain the existing driveway on the east side of the premises during the period when this Lease shall be in effect in the same condition or better as when this Lease commenced and Lessor shall have the right of ingress and egress over said driveway with the understanding that Lessor will not interfere with Lessee's business or customers in the exercise of this right.

21) SHORT FORM LEASE

The parties shall execute a short form lease agreement in recordable form which shall name the parties, fully describe the premises, set forth the term of the lease with renewal options and include such other provisions as either party may desire. All costs of recording this short form lease shall be borne by Lessee.

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