

term of this Lease and seventy-five percent (75%) of any payments made by Lessee during the second year of the term of this Lease shall be credited against such purchase price.

(b) Such purchase shall be for cash at Closing. Lessor shall pay for all documentary stamps and shall convey good and marketable fee simple title, subject only to the exceptions described on Exhibit C. Any property taxes not already apportioned under the terms of this Lease shall be prorated at Closing.

(c) Lepofsky and Gaino shall give to Lessor written notice at the time of their determination to exercise such Option, such notice to be given prior to the last day of the term of this Lease. Closing shall be held sixty (60) days from the date of giving of any such notice, or at such earlier date as both of the parties may select.

(d) In the event that Lessee shall become in default under the terms of this Lease, Lessor shall give Lepofsky and Gaino notice of such default and of the last date on which Lessee may cure such default. Lepofsky and Gaino shall have sixty (60) days, after the last day of Lessee's period to cure, in which to give notice of their exercise of the Option, and such Option rights shall continue notwithstanding the fact that this Lease may then be in default or terminated.

(e) If at the time of exercise of the Option any balance shall remain due on the C & S Mortgage, Lessor agrees to satisfy such Mortgage, and to this end Lepofsky and Gaino are authorized to pay, at Closing, any part or all of the purchase price directly to C & S for satisfaction of such Mortgage.

20. ACCESS AND RIGHTS OF WAY. (a) Lessee shall have an easement for ingress and egress across the existing roadway crossing the adjoining property owned by Lessor during the term of this Lease, but Lepofsky and Gaino shall not acquire such an easement upon any exercise of the Option to Purchase described in Paragraph 19 hereof.