

said property as conform to the zoning laws and, in the event that the option to purchase, hereinafter contained, is not exercised, shall have the right to remove from said property any and all improvements made thereon.

4. TAXES

Tenant shall pay all ad valorem property taxes attributable to said property during the term of this lease, and Landlord shall pay any taxes due or overdue at the time of the execution hereof and shall pay a pro-rata share of taxes for the year 1977.

5. OPTION TO PURCHASE

Landlord hereby extends to Tenant the option to purchase said property at any time during the term of this lease for the sum of One Hundred (\$100.00) Dollars, in addition to the rent paid herewith. This option to purchase shall expire with the expiration of this lease and must be exercised by Tenant by the giving of a written notice thirty (30) days prior to the expiration hereof if it is to be exercised.

6. REFUND OF RENT

In the event that Tenant elects to exercise its option to purchase and, for any reason, Landlord cannot give a good and marketable title in fee simple absolute subject to no exceptions other than zoning ordinances and restrictions which appear of record, Landlord shall refund to Tenant the entire rent paid herewith within ten (10) days after demand therefor.

7. BINDING EFFECT

This agreement is binding upon and inures to the benefit of the parties hereto, their respective heirs, successors, assigns and personal representatives forever.

IN WITNESS WHEREOF, the parties hereto, Dorothy K. Tompkins as Landlord, and Hudson-Turner Partnership as Tenant,

Handwritten initials and signature:
D.K.J.
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