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9. Lessor shall maintain the exterior of the building, which would include the exterior walls, roof, and foundation, and Lessee shall be responsible for all maintenance of the interior, with normal wear and tear expected.

10. Lessor shall transfer any and all rights to warranties on any equipment utilized in the construction of the improvements thereon and assist Lessee in any claim that might be necessary to be pursued by reason of breach of any of the warranties on the equipment utilized in the construction of said building.

11. It is understood between the parties hereto that the Lessee shall have the right to sub-lease the demised premises; provided, however, prior approval is obtained from Lessor in writing. Lessor agrees that the right of Lessee to sub-lease shall not be unreasonably withheld.

12. The Lessor, as part of the consideration herein, does hereby grant, bargain and transfer unto Lessee the right and privilege of first refusal to lease and/or purchase the realty with improvements described hereinabove along with the adjoining lot. It being the understanding by and between the parties hereto that in the event Lessor decides to sell, he will first offer the property to Lessee at the price he intends to sell property for, and, if refused, then Lessor shall not sell the said property to anyone for a price lower than that agreed price and, if so, then he must once again offer the property to Lessee for the price he is willing to accept for the purchase thereof. It is further understood that Lessor shall offer the property to Lessee on the same terms and conditions as any other purchaser who might be interested.

13. The Lessee shall be responsible for public liability insurance and shall be responsible for the payment of all utilities utilized on the premises.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this date first above written.

IN THE PRESENCE OF:

James Sadler  
As to Lessor

Wilford D. Kelly (LS)  
LESSOR

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