

-13-

It is agreed that lessee may make such additions, alterations, replacements, and improvements upon the buildings and equipment on said premises as to it shall seem best for the conduct of its business, or for the use of said premises for any purpose authorized hereunder. All of said alterations and improvements shall be made at the expense of the lessee, and without obligation upon the lessor.

-14-

It is agreed that any and all equipment or trade fixtures installed or located upon the leased premises by Lessee at any time shall be considered the personal property of Lessee and may, at any time, be exchanged, removed, or sold by Lessee without restriction; and the Lessee may enter upon said premises at any time prior to or within ten (10) days after the expiration of this lease or extension thereof for the purpose of removing any or all of its property or fixtures located on said premises.

-15-

Lessee shall have the right and privilege to cancel and terminate this lease at the end of the third year of the term thereof or at the end of any year of said term thereafter by paying for lessor's account to the holder of lessor's note referred to in Paragraph 17 hereof 100 percent of the then unpaid balance of the face amount of said note less the unearned interest at that date, provided that lessee shall give lessor written notice of its intention so to do thirty (30) days in advance; and if this lease is so cancelled and terminated, lessee shall deliver to lessor a legally sufficient partial release of any and all mortgages, Deeds of Trust, bonds and other instruments given by lessor to lessee to secure the payment of said note to the extent of such percentage of such balance less unearned interest.

-16-

In consideration of the execution of this lease and rentals to be paid hereunder, lessor hereby gives lessee, its successors and assigns, a first refusal option to purchase the premises herein leased at any time during the term of this lease or any renewal or extension thereof, it being agreed that should lessor receive a bonafide acceptable offer for the sale of the premises said offer shall first be communicated to lessee with an option to buy said premises at the price offered, and lessee shall have thirty (30) days after the receipt of said notice in which to decide whether or not it desires to buy said premises at the price offered. Should lessee elect to purchase said premises, then written notice of such decision shall be given the lessor prior to the expiration of said thirty (30) day period, and upon written notice to lessor, by lessee, that the latter will exercise this option to purchase, subject to good marketable title and the ability of lessee to obtain all desired building or construction permits, the lessor agrees immediately to satisfy and discharge any existing mortgages, liens, taxes or other encumbrances against the premises and to secure and deliver to the lessee, at lessor's cost, for examination as soon as may be, a complete Abstract of Title and Tax History of said premises, certified to a date later than the date of the written notice to exercise such option or, if delivered on the day of such notice, certified to that date. Thereafter lessee shall cause to be examined, such abstract of title and tax history by an attorney of its own choosing, but at lessor's

C.H.A.
E.E.R.
J.E.R.
L.J.R.
W.P.
J.B.R.