

4. **OPTION TO PURCHASE.** At any time during the term of this lease or any extension thereof, Lessee shall have the right, at its option, to purchase the above-described premises from Lessor for a price of Sixty-Five Thousand Dollars (\$65,000.00) in cash, and upon payment of such sum Lessor will deliver to Lessee a general warranty deed to said premises, conveying a fee simple title free of liens or other encumbrances.

5. **LIABILITY.** Lessee covenants that it will keep and maintain the demised premises, including entrances, exits, paving, fencing, and drainage facilities in good condition and repair during the term of this lease or any continuance thereof. It is expressly understood and agreed that the Lessor will not be liable or responsible to Lessee or to any other person for any injuries, damages, claims, or causes of action which may arise by virtue of any defects in said premises, and Lessee expressly indemnifies and saves Lessor harmless for any loss or losses which may result from any such defects should they occur.

6. **PAYMENT OF TAXES, ASSESSMENTS AND UTILITIES.** Lessor agrees that it will promptly pay, as and when the same become due and payable, all taxes, levies and assessments levied upon the demised premises prior to or during the continuance of this lease, and further agrees that in the event of its default therein Lessee may pay the same and deduct the amount thereof, together with any penalties and interest which may have been paid by Lessee, from the rents next accruing hereunder. Lessee covenants that it will pay for all water, gas, electricity, or other utilities used on the demised premises during the continuance of this lease.

7. **ASSIGNING OR SUBLETTING.** Lessee shall not have the right to assign this lease or sublet the demised premises without first obtaining the written consent of the Lessor as to the terms and conditions of such assignment or subletting; provided, however, that such consent shall not be unreasonably withheld.

8. **CONDEMNATION OF DEMISED PREMISES.** In the event the demised premises are taken in condemnation and thereby rendered unusable, this lease shall terminate and neither party shall be liable to the other; but in the event there shall be a partial taking which shall affect the rental value of the demised premises but not