

- (b) Within thirty (30) days after the exercise of said option LESSOR shall tender to LESSEE a general warranty deed in a form acceptable to LESSEE's counsel and conveying merchantable title to the leased premises free and clear of all liens and encumbrances. Merchantable title as used herein shall mean such title as will be insured by a reputable title insurance company subject only to such exceptions as are ordinarily included in title insurance policies covering other properties in the same locality as the leased premises. Said deed shall be effective on the first day of the month following the month in which the option is exercised. Possession shall be delivered to the LESSEE as of the effective date of the deed and no further rentals shall accrue and be payable by the LESSEE after the effective date.
- (c) The purchase price under this option shall be One Hundred Eighty Thousand Dollars (\$180,000) subject to adjustment as provided in Article XV. Said purchase price shall be paid to the LESSOR upon the tender of a deed described in paragraph (b) above and shall be made by cashier's or certified check.
- (d) All the rights and privileges of the LESSEE under this option to purchase shall be benefits running with and appurtenant to the leasehold estate which is hereby vested in the LESSEE, and the obligations of the LESSOR under said option to purchase shall be burdens running with the land and shall be binding upon the successors and assigns of the reversionary interest of the LESSOR. LESSOR covenants and agrees that any conveyance of its reversionary interest under this lease shall be made expressly subject to the terms and provisions of this lease and the option to purchase set forth herein.
- (e) If for any reason this option to purchase should be rejected by a Trustee or Receiver in Bankruptcy of LESSOR or otherwise be unenforceable or held or declared invalid or unenforceable then, in any such event, LESSEE shall have and LESSOR hereby gives and grants to LESSEE the further right and option to extend this lease for an additional term of ten (10) years commencing at the end of the last extended term provided for in Article XII hereof. Said option to extend shall be deemed to have been exercised unless the LESSEE shall, at least ninety (90) days prior to the expiration of the last extended term provided for in Article XII, furnish LESSOR with written notice of its intention not to extend same. In the event said option to extend is exercised, said lease shall be upon all the same terms and provisions contained herein except that (i) LESSEE shall not have any option to purchase the leased premises during said extended term and (ii) the rental during such extended term shall be Eight Hundred Fifty Dollars (\$850.00) per month payable in advance on the first day of each month during said term.
- (f) Whenever pursuant to any of the provisions of this Lease the Equitable Life Assurance Society of the United States, would be required to convey title to the premises covered by this Lease to the Lessee, the provision requiring such conveyance by a warranty deed shall not be applicable and the Equitable Life Assurance Society, in such an event, shall convey the premises by a deed with covenants against grantor's acts.

ARTICLE XIV
Option of First Refusal

In the event the LESSOR during the term of this lease or any extension thereof desires to sell the leased premises, LESSOR will require any prospective purchaser to file a bona fide bid and shall notify LESSEE as to the amount of the purchase price and the other terms of said bid and of LESSOR's intention to accept said bid, and for a period of thirty (30) days after receipt of such notice, LESSEE

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