

0848

BOOK 1008 PAGE 843

21. **OPTION TO RENEW.** Tenant is hereby granted the option to renew this lease for **one (1)** additional successive term of **five (5) years**, upon all of these same covenants and conditions, including rent. Each option shall be exercised by Tenant giving notice to Landlord at least thirty (30) days before the expiration of the then current term.

22. **NOTICES; ADDRESSES.** Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered whether actually received or not when deposited in the United States mail, postage prepaid, Certified or Registered mail, return receipt requested, addressed to the parties hereto at their respective addresses as set out below, or at such other address as they have theretofore specified by written notice delivered in accordance herewith.

23. **HOLDING OVER.** It is agreed and understood that any holding over by the Tenant of the leased premises after the expiration of this lease shall operate and be construed as a tenancy from month to month at the rental recited herein.

24. **BINDING EFFECT.** This lease shall be binding on the parties hereto, and their heirs, assigns, successors, executors and administrators, except that no assignment of Landlord's interest shall be binding on Tenant until Landlord shall have given Tenant written notice thereof.

25. **SPECIAL PROVISIONS.** Landlord agrees to a turnkey job on the building; to provide and maintain asphalt parking lot; to install discount store sign and 10,000 gallon gasoline tank; and to provide all landscaping. Lease is conditioned on completion within 90 days from the date hereof. Upon completion and acceptance parties agree to document the beginning date of this lease.

IN WITNESS WHEREOF, the parties have executed this lease in triplicate on the date shown above.

Witnesses:

LANDLORD: **J. S. JOINES**
 Route #1
 ADDRESS: **Taylors, South Carolina 29687**

E. Sample
Not a party to this lease
Not a party to this lease
Not a party to this lease
 TENANT: **Kainbo Baking Company of Johnson City**
 P. O. Box 630
 ADDRESS: **1305 Spruce Street**
Johnson City, Tennessee 37601

Attest:

Walter J. Lyman
 Secretary

By *J. F. Green*
 President

PREPARED BY WALTER J. LYMAN, ATTORNEY.

(CONTINUED ON NEXT PAGE)

4328 RV.2