

COVENANTS AND STIPULATIONS

Landlords hereby stipulate and agree that they are the owners in fee simple of the property herein leased. Landlords further covenant and agree with the Tenant that the Tenant shall have the quiet enjoyment of said premises during the initial term and any extension thereof.

In the event the leasehold premises, or more than a minimal part thereof, shall be taken by public or quasi-public authority under the power of eminent domain, it is hereby agreed that Tenant shall have the right, at its option, to remain in possession or to recover from Landlords a reasonable portion of any condemnation award, such portion to be measured as the difference between rental payments hereunder and the amount of rental payments for reasonably similar property for the remainder of the term of this lease with any extensions thereto.

RIGHT TO PURCHASE PREMISES

For good and valuable consideration, receipt of which is hereby acknowledged, Landlords agree that in the event of their decision to sell the leased premises they shall afford Tenant the first opportunity to purchase at an agreed upon price. In the event of any bona fide offer to purchase by a third party, Landlords agree to identify in writing the third party offeror as well as the price, terms and conditions of such offer, such notice to be given promptly to Tenant. Landlords further grant to Tenant the right, privilege and option, within ten (10) days after notice, to purchase, or to enter a contract to purchase, the leased premises from Landlords upon the same terms and conditions and at the same price as the third party offer. Landlords agree and covenant to inform any such third party offeror of Tenant's rights to purchase as herein provided.

NOTICES

The Landlords or the Tenant may, from time to time, give notice to the other side in writing of the persons and addresses to which any notices related to this lease shall be given.

Until further notice, all such notices directed to the Tenant shall be mailed or delivered to the attention of Lewis W. Tollison, Jr., Buddy's Incorporated, 1335 Camp Road, Route 5, Greenville, South Carolina 29609.

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