

Lessee shall execute and deliver an agreement in favor of Lessee in proper form for recordation to the effect that the tenancy and other rights of Lessee hereunder shall not be disturbed due to said mortgages or trust deeds, so long as Lessee pays the rent and performs all other terms and conditions of this Lease Agreement on Lessee's part to be performed.

34. CONDEMNATION

In the event that any of the building on the demised premises or at least fifty (50%) per cent of the demised premises as to make the remainder unsuitable for Lessee's purposes herein provided, shall be taken under power of eminent domain, Lessee may, at its option, declare this Lease Agreement terminated from and the date of which the Lessee shall be deprived of the possession use or enjoyment of the demised premises, and Lessee shall be relieved of any further obligations hereunder. In the event this Lease Agreement is not so terminated upon a taking under the power of eminent domain, Lessor shall diligently restore the premises as nearly as possible to their condition and status prior to such taking, the annual rental to be equitably reduced. If Lessee cannot reasonably conduct its business during such period of restoration, the rental shall abate during said period of time.

Lessee shall be entitled to make claim against the governmental authorities for the amount of the actual provable damage done to Lessee.

35. OPTION TO PURCHASE

The Lessee is hereby given the option to purchase the leased property as described in Paragraph 3 hereinabove for a cash purchase price of Thirty Six Thousand and No/100 (\$36,000.00) Dollars net or the fair market value of the property, buildings, and improvements thereon as the parties shall mutually agree; WHICHEVER IS GREATER. The fair market value of the property shall be determined as of the date said option is exercised. Said option shall be exercised by the Lessee by written notice to the Lessor not less than ninety (90) days before the end of the leased period. If the option is exercised, the Lessor and Lessee shall within thirty (30) days after such exercise, execute and deliver a formal contract of sale which shall provide that said sale shall be for cash with the Lessee to pay all closing costs, both recurring and nonrecurring, including but not limited to attorney's fees, deed stamps, and recording fees. The property shall be transferred free and clear of all liens of every kind and nature except property taxes not yet payable, rights-of-way, easements for local utility or drainage facilities, subdivision setback lines

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