

their right to buy or sell must give notice in writing to the other party at least thirty (30) days prior to the anniversary date at which the right is to be exercised. It is the intent of the parties to grant a bilateral option for a term of three (3) years, but thereafter any option shall expire and the Lessee shall be entitled to a right of first refusal on any good faith offer received by the Lessor during the term of this Lease or any renewals thereof. Such right of first refusal shall not apply to any arms length transactions between James F. Acker, Jr. and John P. Acker.

9. COVENANT OF QUIET ENJOYMENT. The Lessor covenants and agrees with Lessee that so long as the Lessee keeps and performs all of the covenants and conditions by the Lessee to be kept and performed, the Lessee shall have quiet and undisturbed and continued possession of the premises, free from any claims against the Lessor and all persons claiming under, by, or through the Lessor.

10. ASSIGNMENT. This Lease may be freely assigned by the Lessee provided, however, the Lessee shall personally guarantee the performance and payment according to the terms hereof.

11. DEFAULT. It is agreed by the parties that in case default should be made by the Lessee in the payment of the rent or otherwise it shall be and may be lawful for the Lessor, upon election, to declare the demised term ended and re-enter the premises and the Lessor may have any such other remedy as the law and this instrument may afford. Nothing herein contained, however, shall be construed as authorizing the Lessor to declare this Lease in default where the default consists in the nonpayment of rent, insurance payment or taxes and such default has not continued for at least thirty (30) days. All default periods and grace periods shall be deemed to run concurrently and not consecutively.

12. SURRENDER. Lessee further agrees to deliver up said premises to Lessor at the expiration of said term or any renewals in as good order and condition as when the same were