

or to such other address as either party may have furnished to the other in writing as a place for service of notice. Any notice so mailed shall be deemed to have been given as of the time the same is deposited in the United States Mail.

25. CONTINGENCIES. This Lease is contingent upon the Lessee being able to obtain the necessary permits, including but not limited to building, sewer and water, for the purposes for which the Lessee intends to use the demised premises, and further subject to the demised property being zoned in such a fashion that the Lessee might use the property for his intended purposes. In the event permits heretofore mentioned are unobtainable or the zoning is improper, the Lessee may, at his option, cancel this Lease and be relieved of any further obligation thereunder.

26. LICENSES AND PERMITS. Lessor agrees to execute any and all documents necessary to give his consent for any licenses that may be required by the Lessee in connection with the Lessee's business enterprise that will be occupying the premises.

27. DELIVERY OF PREMISES. It is understood by the parties that the premises are presently occupied by an existing tenant and the Lessor, upon execution of this Lease, will immediately give notice to the tenant to vacate the premises and if Tenant does not vacate within thirty days, Lessee understands and agrees that the eviction proceedings may be necessary and that he may not have complete possession of the premises until conclusion of the eviction proceedings. In the event eviction proceedings become necessary the rental under this Lease on the subject premises shall be abated until such time as the existing tenant is finally removed from the premises.

28. IMPROVEMENTS. The Lessee hereby covenants and agrees that any indebtedness that may be incurred upon the demised premises shall not exceed the value of the improvements located thereon.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

IN THE PRESENCE OF:

W.D. Bell
Sara A. Durham
AS TO LESSOR

James F. Acker, Jr. (SEAL)
James F. Acker, Jr.

John P. Acker (SEAL)
John P. Acker LESSOR

William D. Thompson
Beverly C. Stewart
AS TO LESSEE

Stewart Spinks (SEAL)
Stewart Spinks LESSEE

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