

15. Lessor hereby grants to Lessee the right and option, during the original term and any extended term of this lease, to purchase the leased premises hereinafter described, including all buildings, structures, improvements, fixtures, equipment, machinery and appliances situated thereon and included in this lease, at and for a cash consideration of X X Dollars (\$ X).

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In event Lessee exercises such option, then Lessee shall give Lessor written notice thereof. In event Lessee purchases the leased premises, then all taxes and assessments thereon for the current taxable year shall be prorated to the date on which Lessee notifies Lessor of the exercise of such option. In event a part of the leased premises is condemned, the amount of damages awarded to Lessor in consequence thereof shall be deducted from the purchase price upon exercise of this option by Lessee. Notwithstanding any change in the ownership of the leased premises, or the death or disability of Lessor, Lessee's notice of election to purchase shall be sufficient if deposited in the mail addressed to the Lessor named herein, at the address hereinafter shown, and such notice shall be binding on the heirs, assigns, administrators, executors, and assigns of Lessor. X X

16. Anything in this lease contained to the contrary notwithstanding, and without in any manner affecting or limiting any of the rights, privileges, options or estates granted to Lessee under this lease, it is agreed that if Lessor, at any time during the term of this lease or any extension hereof, receives one or more bona fide offers from third parties to purchase the leased premises or any part thereof, and any such offer is acceptable to Lessor, then Lessor agrees to notify Lessee in writing, giving the name and address of the offeror and the price, terms and conditions of such offer, and Lessee shall have thirty (30) days from and after the receipt of such notice from Lessor in which to elect to purchase the property for the consideration and on the terms and conditions contained in said bona fide offer. If Lessee does not elect to purchase or does not purchase said property, and Lessor sells the property to the third party making such offer, then the purchaser shall take the property subject to and burdened with all of the terms, provisions and conditions of this lease, and the rights of Lessee under this lease as against the new owner shall not be lessened or diminished by reason of the change of ownership.

17. In event Lessee elects to purchase the leased premises or any part thereof as provided in this lease, then Lessor shall, within thirty (30) days after receipt of such notice of election from Lessee, deliver to Lessee at Lessee's address hereinafter shown, complete abstracts of title covering said property, certified from the sovereignty of the soil to the latest date possible, or, at Lessor's option, a title insurance policy in a responsible title guaranty company, showing as of a current date, that Lessor has (i) in the event the purchase is pursuant to the terms of Paragraph 15 hereof, good and marketable title to the leased premises, free and clear of all liens and encumbrances whatsoever except liens or encumbrances held by Lessee, or (ii) in the event the purchase is pursuant to the terms of Paragraph 16 hereof, sufficient title to the leased premises to comply with the terms of the third party offer which Lessee has elected to meet and subject only to such liens and encumbrances specified in such third party offer to be assumed by the purchaser. If Lessor fails or refuses to so furnish abstracts or title policy, then Lessee may, at its election, procure same at Lessor's expense and deduct the cost thereof from the cash or other consideration to be paid for the property. Lessee shall have a reasonable time after receipt of abstracts or title policy in which to examine Lessor's title and to notify Lessor whether or not such title is acceptable to Lessee. If Lessee is willing to accept Lessor's title and consummate the purchase, then Lessor shall, within ten (10) days after written notice thereof from Lessee, convey the property to Lessee (i) in the event the purchase is pursuant to the terms of Paragraph 15 hereof, by general warranty deed, free and clear of all liens and encumbrances, (including, without limiting the foregoing, the rights of homestead, dower and/or curtesy) or (ii) in the event the purchase is pursuant to the terms of Paragraph 16 hereof, by such form of conveyance and subject only to those liens and encumbrances specified in such third party offer and deliver such deed to Lessee upon the payment or delivery of the consideration. Lessee shall continue to pay the rentals accruing hereunder from and after the date Lessee notifies Lessor of the exercise of said option, but upon the consummation of the purchase all such rentals so paid by Lessee shall be reimbursed to Lessee by deducting same from the cash or other consideration to be paid for the property. If the original and/or extended term of this lease expires before the purchase is consummated as herein provided, then this lease shall be automatically extended at and for the same rental and under the same terms and conditions as were applicable during the expiring term, to the date on which the purchase is consummated or Lessee notifies Lessor that it is not willing to consummate the purchase. If Lessee purchases the property, then contemporaneously with the conveyance of the property to Lessee this lease shall become null and void, without further notice, and Lessee shall thereupon be released and discharged from all further rentals and other obligations on the part of the Lessee to be paid, kept and performed.

18. The payments made and to be made hereunder by Lessee to Lessor shall be considered sufficient consideration for any and all options herein granted by Lessor to Lessee.

19. In event all or any portion of the leased premises is taken, condemned or appropriated by, or granted or conveyed to a public authority or any party or body having or exercising the right of eminent domain, or in event ingress to or egress from said leased premises is eliminated, affected, limited or restricted by action of any public authority or by the action of any other party or body exercising or having the right of eminent domain; and in event Lessor becomes entitled to money damages therefor, whether by means of an award or negotiated settlement or otherwise, then Lessor hereby assigns and transfers to Lessee all such moneys received or to be received by Lessor. The public authority, body or person responsible for such payment is hereby authorized and directed to pay over to Lessee the money proceeds of any such award or negotiated settlement, and Lessee is authorized to receipt therefor on behalf of Lessor. Lessee agrees that on receipt of such funds it will pay over to the bank named in Paragraph 26 hereof, the total amount received to be applied against the unpaid balance of principal and accrued interest owing on the note referred to in such Paragraph 26. In event the funds received by Lessee hereunder are in an amount greater than the unpaid balance of principal and accrued interest owing on the said note, such excess shall first be applied by Lessee in payment of any indebtedness owing by Lessor to Lessee, howsoever arising, and the remainder, if any, shall be paid to Lessor. Nothing contained in this paragraph shall relieve Lessor of the obligation to make or continue making timely payments on said note until it has been paid in full according to its terms. This paragraph shall not affect, restrict, limit or impair in any manner the right of Lessee to recover for damages to its interest in the leased premises by virtue of any such appropriation or condemnation. The proceeds of any award or negotiated settlement made to or effected by Lessee shall be and remain the property of Lessee.

20. In event Lessee purchases the leased premises or any part thereof as provided in this lease, Lessee shall have the right, at its election, to withhold from the purchase price otherwise payable to Lessor for said property (a) an amount equal to the unpaid balance of principal and accrued interest, owing by Lessor at such time under the terms of the promissory note referred to in Paragraph 26 hereof, which amount, if withheld, Lessee agrees to pay to the payee in said note, (b) the amount of any and all indebtedness owing at such time by Lessor to Lessee, including, without limitation thereto, the amount of all delinquent rentals, with interest thereon, payable under that certain Sub-Lease Agreement of even date herewith referred to in the paragraph next following and (c) (i) in the event the purchase is pursuant to the terms of Paragraph 15 hereof, an amount of money sufficient to discharge all liens and encumbrances existing against the property at the time of purchase, or (ii) in the event the purchase is pursuant to the terms of Paragraph 16 hereof, an amount of money sufficient to discharge all liens and encumbrances existing against the property at the time of such purchase which, according to the terms of the third party offer, are not to be assumed by the purchaser.

21. In event Lessee purchases the promissory note referred to in Paragraph 26 hereof, then at such time the note purchase by Lessee shall ipso facto effect an assignment by Lessor to Lessee of all rentals due and payable or to become due and payable to Lessor by Lessee under this lease during the remaining portion of the original term hereof. The rentals so assigned shall be applied by Lessee as against rentals payable or to become due and payable to Lessee by Lessor under a certain Sub-Lease Agreement of even date herewith from Lessee (as lessor) to Lessor (as lessee) covering the above described property. Nothing contained herein shall relieve Lessor of the obligation to continue making timely payments due and to become due under said note.

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