

adequate insurance on the demised premises, and shall be solely responsible for the upkeep and maintenance of the premises and all buildings which may be erected thereon during the life of this lease and any extensions thereof.

7. The Lessees shall have the right and option to extend this lease for four periods of five years each beyond the termination date set forth in paragraph one of this lease. Upon notice to extend, this lease shall automatically extend and be binding in all its present terms and conditions. At the end of the original lease term of 23 years, the Lessees have the option to purchase for the cash sum of \$100,000.00.

8. Lessor warrants that it owns good, unencumbered, marketable fee simple title to the 11 acre tract herein described and leased herein, and upon request, will deliver to any of Lessees' tenants under their sub-lease a non-disturbance agreement and possession by sub-tenant so long as such sub-lessees perform their obligation thereunder.

9. The Lessees acknowledge they have no claim or interest in other lands of the Lessors adjoining this 11 acre site nor across U. S. #276. However, Lessors agree to give Lessees refusal on same prior to sale, lease or use on the same terms and conditions as offered by a third party.

10. That Lessees shall provide, upon request by Lessors annual financial statements of the Lessees together with a Profit and Loss Statement on the center to be developed.

11. In the event of default by the Lessees in the making of the payments required by the Lessors and/or mortgage instrument, or in the performance of any other terms, conditions and provisions herein, then and only in such an event, the Lessees hereby transfer, assign and set over to the Lessors all sub-leases outstanding as well as rents outstanding or thereafter becoming due to Lessees. That nothing herein contained shall be deemed to vest in the Lessors any present right or privilege in and to any sub-lease unless and until the default shall have occurred.

RSD
KBA
JH

330/1
11.00