

1145-623

exceed One thousand two hundred and no/100ths (\$1,200.00) dollars  
a month for and during the term.

6. If the Lessee does exercise its option for a three year lease, then the Lessee shall have the additional option to enter into a lease for the entire premises for a period of five consecutive years provided sixty days written notice is given to the Lessor before the expiration of the three year lease subject to the following manner and term of payments set out hereinafter. "The Lessee agrees to pay to the Lessor for and during the term of the five year lease a minimum rental payment of Eight Hundred and no/100ths (\$800.00) dollars per month or six (6%) per cent of the annual gross sales of the business, whichever is higher. Lessor and Lessee will mutually agree at that time to a ceiling on the amount of annual rental to be paid to the Lessor".

7. Notwithstanding the option given to the Lessee as set out in paragraph 4, during the first two years of this lease the Lessor shall not have the right to assign or sublease any portion of this lease agreement or the leased premises without the expressed written consent of the Lessee, excepting to the fact, however, of the two tenants already situated within the building. Those two tenants will be moved to the second floor at the direction of the Lessor prior to July 1, 1981.

8. Beginning the sixth year the Lessee shall have the exclusive enjoyment and possession of the entire lease premises subject to the terms as set out in paragraph five and six but shall not have the right to assign or sublease all or any portion of this lease agreement or the leased premises without the express written consent of the Lessor.

9. If the use of the premises be discontinued or the same be vacated by the Lessee prior to the expiration of the term of this Lease Agreement, then at such time the Lessee agrees to pay a sum that would equal a rental of six months. Upon receipt of said payment, the Lessor shall release and hold harmless the Lessee and Guarantors from any and all liability, damage, expense, suits, or claims due to the result of any breach of this agreement caused by the Lessee.

10. As an inducement for Lessor <sup>to</sup> enter into this lease with Lessee, H. Pay Davis and Bena M. Davis jointly and severally agree to be bound by each and every provision of this lease agreement.

11. Lessor agrees to pay all property taxes and special assessments for the term of this lease agreement and in addition will obtain and keep in full force and effect a comprehensive fire and casualty insurance coverage over the leased premises.

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