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That Subsection (a) of Section 21 of the aforementioned Lease entitled "Fee Mortgages" provides, inter alia:

"Landlord hereby covenants and agrees that during the primary term of the within lease and any extension or renewal terms thereof, Landlord shall not have the right or power to mortgage or otherwise create any security or other liens or encumbrances upon or affecting the fee interest in the Demised Premises, or buildings, improvements, fixtures, equipment or other property thereon, or any part thereof, at any time and from time to time, and Landlord shall not have the right or power to mortgage or to modify, extend, replace, renew, refinance or otherwise change or affect any Mortgage at any time or from time to time created by Tenant pursuant to this lease, and Landlord covenants and agrees that all such rights and powers are hereby exclusively and irrevocably vested in and granted to Tenant, subject to the terms and conditions hereinafter set forth. These provisions shall not be construed to prevent or excuse Landlord from executing and delivering the mortgages and other agreements, instruments and documents referred to in paragraph (b) of this Section 21 in order to enable Tenant and every successor and assign of Tenant, including, but not limited to, any sublessee of Tenant, but only with Tenant's prior consent (all of the aforesaid entities being hereinafter referred to collectively as "Tenant", for purposes of this Section 21), to exercise and effectuate such rights and powers."

TO HAVE AND TO HOLD the above described premises subject, however, to the terms, conditions and covenants expressed and declared in the aforementioned lease, which are specifically incorporated herein by reference and made a part hereof, unto the Tenant, his heirs and assigns.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written, in the presence of:

Edward L. Harrison

Wendell M. Chapman

James H. Chapman  
Gene C. Baker

Harry A. Chapman, Sr.  
Harry A. Chapman, Sr.

Wendell M. Chapman  
Wendell M. Chapman

LANDLORDS

Eck Micket

TENANT

(Continued on next page)