

PURCHASE  
OPTION

14. In consideration of ATLANTIC executing this lease, LESSOR hereby grants to ATLANTIC the option to purchase, during the continuance of this lease, the demised premises and improvements now and hereafter erected thereon for the "Fair Market Value" thereof as of the date ATLANTIC shall exercise this option. Said option shall be exercisable by ATLANTIC at any time within two (2) months after LESSOR shall have given written notice to ATLANTIC that LESSOR desires to sell said premises. If, within said two (2) month period, ATLANTIC does not give LESSOR written notice that ATLANTIC desires to exercise this option and LESSOR does not sell or dispose of said premises within one (1) year thereafter, this option shall be revived and reinstated.

If ATLANTIC has given such written notice, during the next succeeding one (1) month period LESSOR and ATLANTIC shall make a bona fide attempt to agree upon said "Fair Market Value". If they do not agree, within one (1) month thereafter, LESSOR and ATLANTIC shall each appoint a competent appraiser who shall be a member of the American Institute of Appraisers. The two appraisers so appointed shall select a third appraiser similarly qualified. If either party fails to appoint such an appraiser, the party not in default may file in a court of competent jurisdiction in the County and State where said demised premises is located, a proper petition for the appointment of two appraisers similarly qualified. If each party has appointed its appraiser as hereinbefore provided and thereafter the two said appraisers have not selected the third appraiser, as hereinbefore provided, then either party may file a proper petition in a court of competent jurisdiction as aforesaid for the appointment of an appraiser similarly qualified. The three appraisers selected or appointed as aforesaid shall appraise and establish said "Fair Market Value" and notify each of the parties thereof within three (3) months of the date of the selection or appointment of the third appraiser. The agreement of two of said appraisers shall be binding on LESSOR and ATLANTIC and the rules of the American Arbitration Association shall be applied in case of dispute.

Within one (1) month of the establishment of said "Fair Market Value" by agreement or by the appraiser as aforesaid, ATLANTIC shall give LESSOR written notice whether ATLANTIC will or will not purchase the demised premises and improvements for said "Fair Market Value". If ATLANTIC fails to give such notice or if ATLANTIC gives notice that ATLANTIC will not purchase, this option shall thereupon terminate and end.

If ATLANTIC has given LESSOR notice that ATLANTIC will purchase the demised premises and improvements for said "Fair Market Value" as aforesaid, ATLANTIC shall tender to LESSOR the purchase price within two (2) months thereafter; PROVIDED, HOWEVER, that ATLANTIC, at ATLANTIC'S option, may deduct therefrom any and all indebtedness, however incurred, then owing by LESSOR to ATLANTIC and LESSOR shall deliver to ATLANTIC a deed for said premises containing general warranty of title and which shall convey to ATLANTIC a good and marketable title to said premises, free and clear of all liens, mortgages, deeds of trust, encumbrances, covenants, restrictions, encroachments and easements. The current taxes, rental and municipal charges shall be adjusted pro rata and this lease shall terminate as of the date of settlement or said two (2) month period whichever is earlier. The aforesaid right or option shall run with the land and shall be binding on LESSOR and LESSOR'S successors in title.

If LESSOR gives ATLANTIC notice of an acceptable offer to purchase under the provisions of Paragraph 15 hereof such notice shall also be construed as the notice provided for in the first sub-paragraph of this Paragraph 14. Thereafter ATLANTIC may proceed to have the "Fair Market Value" established as aforesaid.

FIRST  
REFUSAL  
PURCHASE  
OPTION

15. In consideration of ATLANTIC executing this lease, from the date hereof

(continued on next page.)