

by Lessees, which are attached hereto and made a part hereof, marked Exhibit "A". Lessor further agrees to grade the demised premises and place blacktop thereon, all in accordance with said plans and specifications and plot plans. Lessor shall procure at his own cost and expense all necessary licenses and permits for the construction of all of the above. Lessees hereby agree to furnish to Lessor within twenty (20) days from the date hereof final detailed plans and specifications for said improvements based upon the attached preliminary basic plans and specifications; and Lessor hereby agrees to make said improvements in accordance with said final detailed plans and specifications.

Lessor covenants to proceed diligently to complete the construction of said building and the improvements aforesaid and to tender possession thereof to Lessees at the earliest possible time, but no later than October 1, 1972, unless delayed by strike, riot, acts of God, or other means beyond Lessor's reasonable control. Upon completion of said construction or at such time as said premises are ready for occupancy and delivery, Lessor shall notify Lessees thereof and shall deliver to Lessees a copy of a Certificate of Occupancy therefor, if such is required or permitted by local authorities.

Lessor shall give Lessees at least thirty (30) days prior written notice of the date upon which said premises will be ready for occupancy and delivery. Immediately after the giving of said notice, Lessees shall have the right to enter said premises for the purpose of installing their fixtures and equipment and otherwise preparing said building for Lessees' occupancy, provided Lessees shall not interfere with nor obstruct the construction contractor in the performance and completion of the construction. Such use of the premises shall not be construed as acceptance of delivery thereof under the terms and provisions of this lease or as a waiver of any of the provisions hereof.

Commencement of Rent

3. Anything contained herein to the contrary notwithstanding, it is specifically understood and agreed that until the date when said building is completed and ready for occupancy, and/or a Certificate of Occupancy obtained, as hereinbefore provided, there shall be an abatement and waiver of the rental, which shall not be due or payable until such date; thereafter, monthly rent as hereinabove provided shall be due and payable to Lessor.

Surrender of Premises

4. Upon the expiration or other termination of the term of this lease, or any renewal hereof, Lessees and their sublessees or assigns shall quit and surrender to Lessor the demised premises, broom clean, in good order and condition, ordinary wear and damage by the elements excepted. If the last day of the term of this lease or the renewal hereof falls on Sunday or on a legal holiday, this lease shall expire on the business day immediately following. Lessees or their sub-lessees or assigns shall remove at their cost and expense all property and fixtures owned or installed by Lessees or their sub-lessees or assigns. Upon the removal of said property, Lessees or their sub-lessees or assigns shall restore the demised premises to their original condition, ordinary wear and damage by the elements excepted, at their own cost and expense. In the event of the failure to remove all of said property, Lessor may cause all of said property to be removed at the expense of Lessees, and Lessees hereby agree to pay all cost and expense thereby incurred.

Taxes

5. Lessees shall pay all real estate taxes assessed or imposed against or by reason of the demised premises during the term hereof and any renewals, together with all special taxes and assessments assessed or imposed against or by reason of improvements to the demised premises or the driveways, streets or sidewalks upon or adjacent to the same. Payment therefor shall be made promptly upon receipt of tax statement(s) prior to the imposition of any interest or penalties for late payment. Said taxes and assessments shall be prorated for the first and last calendar year during the term of this lease.

Covenant on Title

6. Lessor hereby covenants and represents that Lessor is record and title owner of the demised premises and has the right to make and enter into this lease. Lessor further covenants that the demised premises are free and clear of all liens and encumbrances, excepting only the lien for current taxes not yet due and such mortgage or mortgages as are contemplated by the term of this lease.

Covenants on Mortgage

7. This lease shall be subject and subordinate to any and all mortgages now on or which may hereafter be placed upon or affect the demised premises and to any renewals, modifications, consolidations, and extensions

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