

the appropriate school authorities, shall not be used by any person or persons other than school children. At all other times, said gymnasium shall be under the direction, control and supervision of Abney. During any time that said gymnasium is under the control of school authorities, Abney shall not be required to furnish play equipment (such as rackets, balls and the like) for any activities conducted thereon.

5. Notwithstanding any of the provisions hereof, Abney may, at its election, cease to operate and maintain said outdoor gymnasium, provided it first gives to the Superintendent of the aforementioned School District written notice of its intention so to do at least 30 days prior to the date of such cessation; if Abney shall abandon said gymnasium or shall not operate and maintain the same in a proper manner and such abandonment or failure of proper operation and maintenance shall continue for a period of 30 days after written notice thereof from The Board or its authorized representative, or if Abney at the proper time shall decline to exercise its option to purchase the aforesaid premises as herein provided, The Board shall have the right (by giving written notice to Abney) to terminate all rights of Abney hereunder with respect to said gymnasium. In the event that Abney shall elect to cease to operate and maintain said gymnasium or, if The Board shall terminate Abney's rights to conduct the same, as aforesaid, all improvements, equipment (except play equipment) and other installations placed upon the premises by Abney shall be the property of said School District.

6. The provisions of this agreement shall inure to the benefit of and shall be binding upon Abney and The Board, their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers this

(Continued on next page)