

or in either of said events, the Lessor shall have the right to terminate this lease and may treat the Lessee as a tenant holding over and shall be entitled to the immediate possession of the premises and refrigeration equipment herein leased.

(12) The Lessor hereby grants unto the Lessee the option to purchase the leased property, which option may be exercised by the Lessee at any time during the first five (5) years of the term of this lease, upon ten (10) days' written notice to the Lessor. The purchase price for said property shall be an amount equal to Thirty-seven Thousand Five Hundred Dollars (\$37,500.00) plus eight per cent of Thirty-seven Thousand Five Hundred Dollars (\$37,500.00) computed annually from the date of the commencement of this lease until the date of the exercise of the option to purchase by the Lessee. As additional consideration for the sale of said property, the Lessee shall also assume and pay the balance due on any mortgages given by the Lessor covering any of the leased property and outstanding at the time the option to purchase is exercised.

(13) The Lessor represents and warrants that it is the owner of the property herein leased and guarantees unto the Lessee the unobstructed, peaceful and quiet enjoyment of the leased property, subject to all the terms and conditions of this lease.

(14) The Lessor and Lessee mutually agree that this is the entire agreement by and between the parties hereto and by these presents do hereby bind themselves, their heirs, successors and assigns, to the faithful performance of this agreement as written.

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