

tations or warranties are made or implied other than as set forth herein; no oral agreement or representations for rental shall be deemed to constitute a lease other than this agreement, and no lease shall exist until and unless this agreement shall have been properly executed by the aforementioned Lessor and Lessees. This lease may not be amended hereto except by written instrument signed by each of the parties.

Heirs, Assigns, Etc.

30. All the provisions herein contained shall bind and inure to the benefit of the parties hereto, their heirs, personal representatives, successors and assigns. Wherever used herein, the words "Lessor" and "Lessees" shall be deemed to include the heirs, personal representatives, successors and assigns of said parties, unless the context excludes such construction.

Separability of Void Provisions

31. In the event at any future time one or more clauses of this lease shall be held to be void by any court of competent jurisdiction for any reason, such clauses shall be deemed to be separable and the remainder of this lease shall be deemed to be valid and in full force and effect.

Approval of Proposed Use By Governmental Authorities

32. Anything herein to the contrary notwithstanding, the validity, force and effect of this lease is expressly conditioned upon the Lessees obtaining within thirty (30) days from the date hereof all necessary approvals by governmental authorities for use of the subject premises by the Lessees for an educational child care center; and the Lessees do hereby agree to make all reasonable and diligent efforts to obtain such approvals as may be necessary. It's further agreed that no contract for the aforesaid construction shall be let by the Lessor until the Lessees have complied with the provisions of this paragraph by obtaining all such necessary approvals by governmental authorities within thirty (30) days from the date hereof. Lessees agree to furnish to Lessor evidence of such approvals within said thirty (30) day period.

Lessor's Right To Sell Premises

33. Anything herein to the contrary notwithstanding, the Lessor hereby specifically and expressly reserves the right to sell all or any portion of the leased premises at any time during the term of this lease; provided, however, that any such purchaser from the Lessor shall purchase subject to this lease and subject to the rights of the Lessees therein. See Paragraph 33a.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Lessor:

Signed and Sealed in Presence of

R. Kinard Johnson, Jr.  
Kathy C. Hughes

Louis J. Carrere  
LOUIS J. CARRERE

Lessees:

Signed and Sealed in Presence of

R. Kinard Johnson, Jr.  
Kathy C. Hughes

E. Eugene Jones  
E. EUGENE JONES

R. Kinard Johnson, Jr.  
Kathy C. Hughes

Linda William Jones  
LINDA WILLIAM JONES

First Refusal

33a. Provided further, that the Lessees shall have the right to purchase said property from the Lessor at the same price offered by a prospective bona fide purchaser; this right shall be exercised by the Lessees within thirty (30) days from the receipt of written notice of such bona fide offer and shall terminate at the expiration of such thirty (30) day period.

*[Handwritten initials]*