

ARTICLE XIV.

PURCHASE OPTION:

For the considerations named in this lease Lessor hereby gives and grants unto Lessee for and during the full period comprising the initial or any extended term of this lease the continuing and indefeasible option of purchasing the demised premises, hereditaments and appurtenances, including all, if any, of Lessor's improvements and property thereon whether real, personal or mixed, free and clear of any and all liens and encumbrances of any kind or nature whatsoever, for the sum of _____ () dollars in cash. This option may be exercised at any time during said period by notice from Lessee to Lessor and the giving by Lessee of notice of the exercise of this option shall fix and determine as of the date of service of such notice the obligation of Lessee to purchase the demised premises and the obligation of Lessor to sell and convey the same for the sum hereinabove specified. This option shall constitute a covenant running with the land throughout the period above specified and shall be construed to be solely for the benefit of Lessee and to be additional to and independent of any and all other privileges, options of purchase and rights or options of refusal contained in this lease. Neither the fact that Lessee may have, at any time, or from time to time, refused or failed to purchase the demised premises under or pursuant to any purchase refusal option in this lease contained, whether or not Lessor shall have sold the premises to any third party at a greater or lesser price than the option price specified above in this Article, nor any other fact, act or neglect to act shall be effective to defeat Lessee's right of purchasing the demised premises from the present, or any subsequent, Lessor at the option price, and under the terms, stated in this Article. Upon Lessee's giving such notice, Lessor shall comply with the requirements of the second succeeding Article entitled "Conveyance Requirements."

Upon Lessee's giving notice of its exercise of this option, the provisions of Article XV of this lease shall be inoperative and of no force or effect and any rights that Lessor may have theretofore had shall forthwith terminate.

ARTICLE XV.

PURCHASE REFUSAL:

The parties hereto have agreed that Lessee should have the prior right to purchase the demised premises throughout the original term and all extended terms hereof on as favorable terms as Lessor may from time to time be willing to sell the same to a third party even though the price at which Lessor may be willing to sell shall be less than that set forth in any purchase option or options for a specific sum which may elsewhere in this lease be granted and then available to Lessee, and that during such original and extended terms hereof such right of refusal in Lessee should co-exist with other options and rights contained herein and should be a continuing one and available to Lessee as often as the present Lessor and any subsequent Lessor shall be willing to sell said premises to any third party. Accordingly, in the event Lessor shall receive from a third party at any time during the original term of this lease or any extension thereof

JPS
AP