

2. The Citadel Development Foundation shall not divest itself of title to the premises or any part thereof prior to January 1, 1983.

3. If the Citadel Development Foundation desires to sell or otherwise dispose of the premises or any part thereof on January 1, 1983 or at any time or from time to time thereafter, the Citadel Development Foundation agrees to give written notice or notices to Daniel International Corporation (The Daniel Foundation being the owners of a substantial equity interest in Daniel International Corporation, the major tenant of the Daniel Building) of its intention to sell or otherwise dispose of the property, such notice or notices in each instance to be given not less than sixty (60) days prior to the date of any proposed transfer of the property and Daniel International Corporation shall in each instance have the right within each such (60) day period to purchase the premises on terms and conditions no less favorable than any bona fide offer to purchase received by the Citadel Development Foundation from a third party.

4. In the event the Citadel Development Foundation shall encumber the property by a mortgage or mortgages, or otherwise, the terms of any instrument or instruments evidencing such encumbrances shall provide that in the event of any default or defaults thereunder which may result in the Citadel Development Foundation being compelled to divest itself of title to the property, either voluntarily or by action of the law, Daniel International Corporation shall be given written notice of any such default and thereafter shall have sixty (60) days within which to acquire the underlying indebtedness and receive an assignment of the lien on the property.

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