

demning party for the amount of the actual provable damage done to each of them by such proceeding.

ASSIGNMENT AND SUBLET

18. The TENANT may not assign or sublet the Demised Premises or any part thereof without the prior written consent of the LANDLORD, which consent will not be unreasonably withheld.

RIGHT OF FIRST REFUSAL

19. If at any time during the term of this lease or any extensions thereof, the LANDLORD shall receive a bona fide offer from any person to purchase the Demised Premises, the LANDLORD shall send the TENANT a copy of the proposed contract (except for the name of the buyer) and notify the TENANT of the intention of the LANDLORD to accept the same. The TENANT shall have the right within thirty (30) days to accept the terms of the said contract in writing and within thirty (30) days thereafter to purchase the Demised Premises in its own name or in the name of a nominee, for the gross purchase price and on the terms specified in said contract. If the TENANT shall not so elect within the said period, the LANDLORD may then sell the Demised Premises to said buyer provided the said sale is on the said terms and conditions and for the price set forth in the said contract sent to the TENANT.

This provision shall not apply to transfers between the LANDLORD, or corporations controlled by him, but this right of first refusal shall remain in effect after any such transfer.

In the event the TENANT fails to execute the aforesaid right of first refusal in connection with a proposed sale, then such right shall be extinguished upon the consummation of said sale; however, if such sale is not consummated, the right of first refusal shall remain in effect.

SUBORDINATION

20. TENANT will upon written request by LANDLORD execute a subordination agreement under which TENANT subordinates its rights hereunder to the lien of any bona fide mortgage given to secure a loan made for the purpose of constructing or improving the premises, provided, however,
Landlord _____
Tenant _____

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