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(b) Buyer specifically agrees to accept and assume all of Seller's obligations and liabilities in connection with the lease agreement for the Premises between Seller and Outlaw Industries, Inc., dated October 15, 1977, as amended.

11. Assignment. Except as otherwise provided in this Paragraph 11, both Seller and Buyer shall have the right to assign their rights under this Agreement to any third party who shall assume all of their rights, duties and obligations hereunder. It is further understood and agreed, however, that no assignment by Buyer or any of Buyer's successors or assigns shall be permitted hereunder and any such attempted assignment shall be null and void unless:

- (a) the proposed assignee is of sufficient financial worth and backing and has sufficient credit to reasonably justify the undertaking on the part of such assignee, and
- (b) Buyer obtains Seller's written consent prior to the assignment, which consent shall not be unreasonably withheld. Seller hereby agrees to give said written consent within thirty (30) days after receipt of a written request by Buyer therefor, which request shall include the name and address of the proposed assignee as well as sufficient information regarding the proposed

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