

(c.) Any assignment or sublease, as provided herein, by Lessee shall not relieve Lessee of any obligations it must perform under this lease, whether arising before or after the assignment or sublease. The consent by Lessor to any assignment or sublease shall not relieve the Lessee from the obligation to obtain Lessor's express written consent to any other assignment or sublease. Any assignment or sublease that is not in compliance with this Agreement shall be void and, at the option of the Lessor, shall constitute a material default by Lessee under this Lease. The acceptance of rent or additional charges by Lessor from a proposed assignee or sublessee shall not constitute consent by the Lessor to the assignment or sublease.

(d.) Any transfer of a majority of the voting stock of the Lessee, or his assigns, whether by sale or as a result of the consolidation, merger, reorganization, or any other cause, or any other sale or transfer of a majority of the interest in said Lessee shall be an assignment for purposes of this article, if the leasehold estate of the Lessee under this Lease constitutes all or substantially all of the assets of the Lessee as of the date of such sale or other transfer.

(e.) Each assignee, sublessee, or other transferee of the Lessee, except Lessor and its successors and assigns, shall assume all the obligations of Lessee under this Lease and shall be and remain liable jointly and severally with Lessee for the payment of rent and additional charges and for the performance of all the terms, covenants, conditions, and agreements that Lessee agrees to perform herein during any lease terms.

15. First Refusal and Option to Purchase and Lessor Refinancing

(a.) Should Lessor, or Lessor's heirs, successors, executors, grantees or assigns, at any time during the term of this Lease or any extension thereof, receive an offer to purchase the premises, or any part thereof, and Lessor desires to accept said offer; or should Lessor during any such time make an offer to sell the premises, or any part thereof, Lessor shall give Lessee thirty (30) days notice in writing of such offer setting forth the name and address of the proposed purchaser, the amount of the proposed purchase price and all other terms and conditions of such offer, and Lessee shall have the first option to purchase the premises by giving written notice to the Lessor of its intention to purchase within said thirty (30) day period at the same price and on the same terms of any such offer, it being understood that in the event Lessee does not give notice of its intention to exercise said option to purchase within said period, this Lease and all of its terms and conditions shall nevertheless remain in full force and effect and Lessor and any purchaser or purchasers of the premises shall be bound thereby. In the event that the premises set forth in the offer are not sold for any reason, Lessee shall have, upon the same conditions and notice, the continuing first option to purchase the premises or any part thereof, upon the terms of any subsequent offer or offers to purchase.

(b.) Lessee, or his assigns in possession of the premises, shall for five (5) years from the date hereof, as long as they are in continuous possession of the premises, have the option to and is hereby given the option to purchase the premises for the price of \$225,000 provided the Lessee shall first give the Lessor sixty (60) days notice in writing of its election to exercise such option to purchase. This option to purchase will only be binding and enforceable on the parties provided the provisions of paragraph (a.) above (right of first refusal) are not applicable at the time notice is given under this paragraph (b.). Any purchase of the premises by Lessee under this paragraph (b.) may be (1.) outright OR (2.) may be by assumption of any mortgages on the property (in an amount not to exceed the purchase price) as long as allowed by the mortgagee(s).