

term aforesaid, and that as long as Lessee is not in default hereunder, the Lessee may peaceably and quietly have, hold, occupy and enjoy the demised premises and all the appurtenances thereto without hindrance on the part of the Lessor. In connection herewith, Lessor agrees to warrant and defend Lessee to such peaceful and quiet use and possession of the demised premises against the claims of all persons claiming by, through or under Lessor.

22. First Refusal. Should the Lessor desire to sell the Lessor's interest in the demised premises during the primary term hereof or a renewal term, the Lessor shall not do so without first giving the Lessee an opportunity to purchase the Lessor's interest therein for a sales price equal to the sales price offered and accepted by the Lessor (the Lessor's acceptance contingent upon the Lessee's failure to exercise the right of first refusal granted herein). Any sale of Lessor's interest to the Lessee shall be upon terms no less favorable than those offered and accepted (subject to this right of first refusal) by the Lessor from the proposed purchaser. If the Lessee desires to exercise the Lessee's right of first refusal hereunder, the Lessee shall so notify the Lessor within thirty (30) days of the Lessee's receipt of notice from the Lessor of the Lessor's proposal to sell or otherwise convey the Lessor's interest, and closing shall occur no later than thirty (30) days subsequent to the Lessee's notice of Lessee's intention to exercise the Lessee's right of first refusal.

23. Notice. Any notice or demand under the terms of this lease or under any statute which must or may be given or made by a party hereto shall be in writing.

24. Rights of Successors and Assigns. The covenants and conditions contained in this lease shall bind and inure to the benefit of the Lessor and Lessee and their respective heirs, executors, administrators, successors and assigns, but neither the Lessor nor Lessee shall be bound or liable unless and until this lease shall have been executed and delivered by both Lessor and Lessee.

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