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notice, the Lessor shall cause to be prepared a general warranty deed for delivery to the Lessee and shall submit the same to the Lessee for examination at least ten (10) days prior to the date upon which the Lessee shall have elected to complete the purchase of said PREMISES. Lessor shall possess good and marketable title to said PREMISES free and clear of any and all liens and encumbrances - except those of prior record expressly waived by Lessee, except taxes and other liens or charges which the Lessee is by this lease obligated to pay or satisfy, except this lease, and except such other encumbrances as the Lessee, or any one claiming through or under Lessee, may have placed upon said PREMISES.

Costs in connection with exercise of option to purchase PREMISES to be borne by Lessee are: conversion of title insurance policy on leasehold to owner's policy and deed recording fees. Deed preparation fees and documentary stamps shall be borne by Lessor.

THIRD: LESSEE'S RIGHT OF FIRST REFUSAL TO PURCHASE PREMISES.

Should the Lessor desire to sell all or any portion of the PREMISES at any time following the sixth (6th) year of the lease, but during the remaining term of the lease, the Lessee shall be granted the right of first refusal to purchase PREMISES at fair market value. This right of first refusal is not assignable. The fair market value of the PREMISES shall be determined by averaging three real estate appraisals. The Lessor and Lessee shall each select a real estate appraiser, who must be a member of MAI, and notify the other of their choice within the first twenty (20) days following receipt of notice of the Lessor's desire to sell the PREMISES. The two (2) MAI appraisers so chosen by Lessor and Lessee shall then select a third MAI appraiser within ten (10) days thereafter. Within twenty (20) calendar days, the three (3) shall independently proceed to and complete evaluation of the PREMISES. An arithmetic average of the three (3) appraisals for the PREMISES, exclusive of buildings and improvements, shall conclusively establish fair market value. In determining the fair market value of the PREMISES, the appraisers shall accept as the minimum fair market value any bona fide offers to purchase the PREMISES that Lessor may then have pending from third parties. Should either party fail to select and notify the other of its selection of an appraiser, then the right to select a second appraiser as well as the right to select a

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