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shall remain primarily liable for the payment of the rent and the performance of all terms and conditions of this lease.

Tenant agrees to furnish to Landlord written notice of the assignment of this lease within thirty (30) days thereafter, together with the name and address of the assignees. No assignment or sublease shall affect the liability of the Tenant herein to the Landlord.

SUBORDINATION

Tenant agrees to subordinate this lease to any mortgage that Landlord may have placed or may hereafter place upon the demised premises. It is understood and agreed that any subordination agreement executed pursuant to this paragraph shall specifically contain a standard nondisturbance provision.

RIGHT OF FIRST REFUSAL

If, during the term of this lease, or any extension thereof, Landlord decides to offer the leased premises for sale he shall make an offer in writing to the Tenant to sell his interest in the premises at a designated gross price and on specified terms. The Tenant shall have the right within thirty (30) days after such offer is made to accept such offer and such acceptance shall be given in writing. In the event the Tenant does not accept such offer with such thirty (30) day period, the Landlord shall have the right to sell his interest in the premises to any third party or parties, provided that the gross price on such sale is not less than the gross price set forth in the offer to sale to the Tenant, that the terms of such sale are not more favorable than the terms set forth in the offer of sale to the Tenant and provided further, that such sale is made subject to the other terms of this lease agreement. Such right to sell to a third party shall continue for a period of ninety (90) days after the Tenant's failure to exercise his right to purchase pursuant to the thirty (30) day notice given as herein provided.

MEMORANDUM OF LEASE

Landlord agrees that it will, at the request of Tenant, execute and deliver a Memorandum of the Lease for recording.

This Lease and all covenants and conditions herein contained shall bind and/or inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

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