

## XVII

## PERSONAL PROPERTY

It is contemplated that certain furniture, fixtures and equipment to be installed by LESSEE in the demised premises are or may be either leased by LESSEE or purchased by LESSEE from a lessor or conditional seller, or otherwise hypothecated to a "Third Party." In this connection, it is agreed that all of such furniture, fixtures and equipment installed by LESSEE in the demised premises shall at all times be and remain personal property, regardless of the method in which the property of LESSEE and/or such "Third Party" is attached or fixed to the demised premises. LESSOR specifically agrees that its rights, if any, in such furniture, fixtures and equipment shall at all times be subject and subordinate to the rights of any such "Third Party." LESSOR agrees to execute, simultaneously with the execution of this lease, the landlord's waiver attached hereto in order to effectuate the purposes of this paragraph; it being specifically agreed by LESSOR herein that any such "Third Party" shall have the right to remove the furniture, fixtures or equipment from the demised premises in the event of the default of LESSEE in complying with its agreements relating to such furniture, fixtures, and equipment. LESSEE agrees to repair any damage caused by any such removal at its expense. LESSOR shall execute any additional waivers, consents, or other documents reasonably required by LESSEE or any such "Third Party" to effectuate the terms of this Article.

## XVIII

## RIGHT OF FIRST REFUSAL

*UES* If at any time during the term hereof, LESSOR shall desire to sell the <sup>entire</sup> demised premises, or the <sup>entire</sup> property of which the demised premises are a part, LESSEE shall have the right of first refusal of said property as follows: LESSOR shall give to LESSEE a notice in writing specifying the terms and conditions upon which it desires to sell said property and offering to sell said property to LESSEE upon said terms and conditions. Within ten (10) days after receipt of such notice, LESSEE shall either accept or reject said offer, then LESSOR shall be free to sell to any other person upon the terms and conditions specified in said notice. If the sale is to be made on terms and conditions other than so specified, then the right to purchase shall again be offered to LESSEE as above set forth. The rejection of any one or more such offers by LESSEE shall not affect its right of first refusal as to any other offers of sale by LESSOR or its successors or assigns.

## XIX

## LESSEE'S RIGHT TO TERMINATE

*UES* LESSEE shall have the right at any time to terminate this lease by paying LESSOR <sup>an amount equal to 15%</sup> ~~the cost of the building after the~~ of the total remaining lease payments and satisfying original mortgages.  
*UES* ~~deduction of an amount equal to ten percent (10%) of the cost of said building multiplied by the number of complete~~  
~~years that this lease has been in full force and effect. In no event shall the payment under this paragraph be less than the~~  
*UES* ~~sum of One Thousand Dollars (\$1,000.00). Upon any such termination this lease shall terminate as though the ter-~~  
*UES* ~~mination date were the date originally fixed as the end of the term.~~

*UES*  
*aged* 