SUBORDINATION CLAUSE

Lessor further agrees that it will execute such instruments as may be necessary to subordinate the rights and interests of the Lessor in the fee to the lien of a mortgage placed on the premises herein demised, such mortgage to be for not more than Forty Five Thousand and No/100 (\$45,000.00)

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Dollars, and such mortgage to be payable in equal monthly installments to be paid back uniformly and equally over a ten (10) year perior, at which time said mortgage is to be paid and satisfied in full and according to its terms will be completely terminated. The mortgagee of such a mortgage, in consideration of the above mentioned subordination, hereby warrants that it will give notice to the Lessor if the Lessee becomes more than thirty (30) days in default on any one payment. Such a mortgage is to contain the appropriate provisions of this paragraph and they are to become a part thereof.

Lessor further agrees that the Lessee shall have the right to obtain a mortgage on the fee and leasehold interest for the construction of the improvements as provided in Paragraph 2 hereof. It is further agreed that in the event the Lessee is unable after due diligence to obtain a mortgage for the development of the premises herein in the sum of Forty Five Thousand and No/100 (\$45,000.00) Dollars at a rate of interest not to exceed six per cent (6%) per annum for a period of time not more than ten (10) years the Lessee shall within six (6) months of the date of the execution hereof have the option to terminate this lease.

REFUSAL ON SALE

If during the term of this lease or any extension hereof the Lessor shall desire to accept a bona fide offer to sell the demised premises to anyone other than the members or officers of Sherwood, Inc., their immediate families, their heirs or any trust or subsidiary corporation formed by them or any of the above, the Lessor shall notify the Lessee of such desire to sell in the manner provided in this lease for the giving of notice and the Lessee shall have the right of first refusal in the event of such offer to purchase said premises upon the same terms and conditions of such offer by giving the Lessor written notice