

AGREEMENT:

FOR and in consideration of the sum of \$10.00 cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Right of First Refusal. DP-17 hereby grants to DIC a prior right of first refusal (the Right of First Refusal) to purchase the Property on the terms and conditions set forth herein. DIC acknowledges that the Right of First Refusal is subject to the "Mortgages" (as hereinafter defined) and the rights of the beneficiaries thereunder.

2. Covenants of DP-17.

(a) DP-17 covenants and agrees that, except with respect to agreements executed as security for obligations of DP-17 (such as mortgages, deeds of trust and security agreements) (collectively, the "Mortgages"), it will not sell, assign or transfer, or offer to sell, assign or transfer, the Property or any part thereof unless and until it shall first have given to DIC written notice (the Notice) of such proposed sale, assignment or transfer, or offer thereof, and an opportunity to exercise the Right of First Refusal on the same terms and conditions as contained in the Notice.

(b) DIC shall have thirty (30) days from the date on which the Notice is received within which to exercise the Right of First Refusal. The Right of First Refusal shall be exercised by DIC by sending written notice of such exercise to DP-17 in accordance with the provisions of paragraph 14 hereof.

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