

unless Owner has first offered in writing to sell the Property to Company for the actual economic price of the Offer. Each such offer of Owner to sell to Company shall be made in writing to Company and shall set forth the name of Owner's proposed purchaser and the terms on which the purchase is proposed to be made. Company may accept such an offer by giving written notice of its acceptance to Owner within thirty (30) days after the date on which Owner's offer is given to Company. If Company elects to accept the Offer of Owner under Section 7.02(b) for the actual economic price of the Offer, then the closing shall be held no later than sixty (60) days after Company's notice of its acceptance is given to Owner. If Company does not notify Owner within thirty (30) days after the date on which Company is given Owner's offer to sell under Section 7.02(b), Owner may sell the Property free of Company's right to purchase it under Section 7.02; provided, however, that Owner must conclude the sale, at the price and on the terms set out in the Offer, within six (6) months after the expiration of the time in which Company could have accepted Owner's Offer under Section 7.02(b). If Owner fails to so complete the sale, then the Property shall again become subject to the provisions of Section 7.02.

Section 7.03 Termination. If Owner, in compliance with Section 7.02, sells the Property to any person, firm corporation, partnership or other entity, in which neither Owner nor any partner of Owner has any substantial financial interest and which does not control and is not controlled by Owner or any partner of Owner, the Agreement shall not bind such purchaser and, except as otherwise provided in Section 7.04 and Section 11.02, the Agreement shall be terminated immediately upon consummation of such sale. If Owner shall sell or convey the Property to any person, firm, corporation, partnership or other entity in which Owner or any partner