

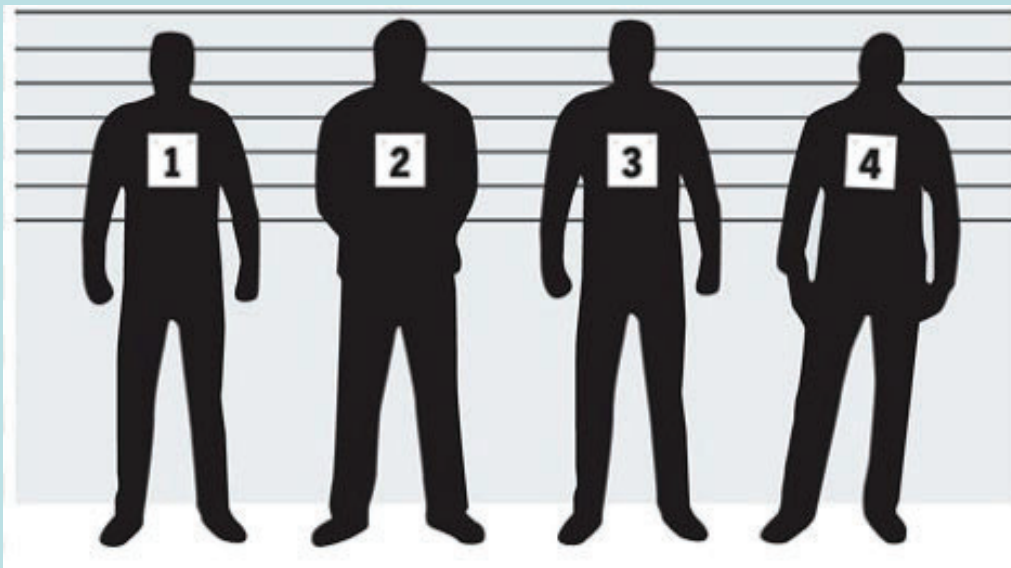
# The Consequences of Not Complying with Preferential Rights to Purchase, Consents to Assign or Other Restraints on Assignment

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## The Suspects



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## The Restrains

consent to assign

maintenance of  
uniform interest  
(the "MUI")

preferential right  
to purchase (aka  
right of first  
refusal or ROFR)

right of  
reassignment

3

## Consents- Why Create Them?

Because we can. Everything is negotiable.

4

## What Lessors Want

- (1) financially strong and a competent operator (like the initial lessee);
- (2) prevent low NRIs, because.....;
- (3) tollbooth; reset button; “hello podner”

5

## What Some Lessors Want



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