

except that if the Main Building shall be formally opened for the sale of merchandise to customers prior to the day above provided for the Commencement Date, then the Commencement Date shall be the day the Main Building shall be formally opened for the sale of merchandise to customers. The fixture day shall be the day upon which the Landlord's Construction Work shall have progressed to such a point that the tile floor in the Main Building shall have been laid, all lighting and wiring shall have been completed and shall be operating, and heating and air conditioning system (depending upon the season of the year) shall have been installed and shall be operating automatically, all toilets shall be operating, all work requiring scaffolding shall have been completed and complete security shall have been established throughout the Main Building.

FIRST
REFUSAL

29. Tenant shall have a right of first refusal to purchase the whole or any part of the Landlord's interest in the Shopping Center. Landlord may not sell the whole or any part thereof at any time or times during the term of this lease without first giving notice to Tenant of the whole or part of such interest of Landlord proposed to be offered for sale and the terms of the proposed offering. If Tenant shall within thirty (30) days after receipt of such notice from Landlord give Landlord notice that it will purchase from Landlord on said terms the whole or part of such interest of Landlord proposed to be offered for sale, as the case may be, Tenant and Landlord shall promptly enter into an agreement for such purchase and sale upon said terms except only that Tenant may at its election delay the delivery of the instrument transferring such interest for a period not exceeding sixty (60) days from the date of the execution and delivery of said purchase and sale agreement provided that Tenant shall promptly deposit with a mutually agreeable escrow agent ten per cent (10%) of the purchase price. If Tenant shall not give Landlord such notice within such time, then Landlord may consummate a sale upon the terms of said proposed offering to a third party at any time within one hundred twenty (120) days thereafter. Landlord may not consummate a sale upon any other terms within one hundred twenty (120) days thereafter, or more than one hundred twenty (120) days thereafter upon any terms, without reoffering to Tenant in the manner aforesaid. The provisions of this Article shall not restrict in any way the mortgaging of the Shopping Center or any part thereof or a sale upon foreclosure by any institutional mortgagee or any subsequent sale by any purchaser at foreclosure sale or anyone claiming under such purchaser. The provisions of this Article shall not apply to any transfer by Landlord (or any one of the several persons or business organizations that may constitute Landlord) to any spouse or issue or business organization controlled by, or for the benefit of, Landlord or spouse or issue of Landlord, if Landlord shall be an individual, or to any shareholder or beneficiary of Landlord, if Landlord shall be a business organization, unless such transfer shall be part of a series of events intended to avoid the provisions of this Article. Also the provisions of this Article shall not apply to any transfers among the several persons or business organizations who may constitute Landlord.

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