

or refinance such mortgage provided, however, that all rights acquired pursuant to any fee mortgage shall be subject and subordinate to the rights and interest of Tenant under this lease, the covenants, conditions and restrictions set forth herein, and the leasehold estate created hereunder. Notwithstanding anything to the contrary contained in this Lease, Tenant's Right of First Refusal pursuant to Section 42 of the Lease and Tenant's Option to Purchase pursuant to Section 43 of this Lease shall not be applicable to any acquisition of title by the first fee mortgagee by judicial, or non-judicial foreclosure or deed in lieu of foreclosure, and in such event Tenant's rights pursuant to Section 42 and 43 shall be automatically extinguished and thereafter be null and void.

SECTION 42. Right of First Refusal: Provided Tenant is not in default beyond any applicable grace period to cure said default then, if at any time during the term of this lease, any offer for the purchase of all or any portion of Landlord's interest in the Demised Premises is made to Landlord, which offer Landlord desires to accept, Landlord shall give Tenant notice of such offer together with, in all instances, a copy of the executed documents, instruments and certificates pertaining hereto. Tenant is hereby granted thirty (30) days, after the giving of such notice together with the documents, instruments and certificates with respect thereto, in which to enter into a contract with Landlord for the purchase of Landlord's interest on the same terms and conditions as therein contained, including without limitation any deposit thereunder, with closing to take place on the later of thirty (30) days after the date set for closing in the offer to purchase, or at a date mutually convenient to Landlord and Tenant. This right shall be a continuing right, which shall survive any sale (other than a judicial or nonjudicial foreclosure sale or deed in lieu of foreclosure) of Landlord's interest to others (notwithstanding Tenant's failure to exercise any rights hereunder as to any prior sale) and shall bind Landlord, its successors and assigns. In the event Landlord shall give Tenant notice of an offer to purchase pursuant to this Section 42, Tenant shall have the option, provided Tenant's rights pursuant to Section 43 of this lease are then in full force and effect, (which means that Tenant shall have the right at that time to exercise its purchase option pursuant to Section 43) to purchase Landlord's interest in the Demised Premises at the price which is the lower of (i) that set forth in the offer to purchase, or (ii) that determined in accordance with Section 43 of this lease. A sale or transfer of fifty percent (50%) or more of the voting stock of Landlord (if Landlord is or shall become a corporation) other than a stock of a corporation whose stock is traded on a national stock exchange, or of fifty percent (50%) or more of the equity interest of Landlord (if Landlord is or shall become a partnership) to any parties, other than the spouses, children or grandchildren of Landlord's shareholders or partners as the case may be, to transferee(s) shall be deemed an offer for the purchase of all or any portion of Landlord's interest in the Demised Premises pursuant to this Section 42 herein. A gift of the Demised Premises, or a portion thereof, or of any partnership interest or shares of stock of a corporation to a charitable organization shall not be deemed to be a