

premises in its own name for the gross purchase price and on the terms and conditions specified in such notice from Landlord to Tenant. If Tenant shall not so elect within the same period, Landlord may then sell its fee interest in the premises to said buyer provided the said sale is on the said terms and conditions and for the price set forth in the said notice sent to Tenant. The provisions of this Section 34 shall not apply to transfers between Landlord and its successors, but this right of first refusal shall remain in effect after any such transfer. In the event Tenant fails to execute the aforesaid right of first refusal in connection with a proposed sale of Landlord's fee interest in the premises, then such right shall be extinguished upon the consummation of said sale; provided, however, if such sale is not consummated, the right of first refusal shall remain in effect; providing, however, the provisions of the within paragraph 34 shall be deemed null and void and of no further force and effect upon foreclosure of any mortgage by leasehold mortgagee or upon any assignment in lieu thereof.

SECTION 35. Interpretation: Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require. The section headings used herein are for reference and convenience only, and shall not enter into the interpretation hereof. This lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument. The terms "Landlord" and "Tenant" whenever used herein shall mean only the owner at the time of Landlord's or Tenant's interest herein, and upon any sale or assignment of the interest of either Landlord or Tenant herein, their respective successors in interest and/or assigns shall, during the term of their ownership of their respective estates herein, be deemed to be Landlord or Tenant, as the case may be.

SECTION 36. Entire Agreement: No oral statement or prior written matter shall have any force or effect. Tenant agrees that it is not relying on any representations or agreements other than those contained in this lease. This agreement shall not be modified or cancelled except in writing subscribed by all parties.

SECTION 37. Parties: Except as herein expressly provided, the covenants, conditions and agreements contained in this lease shall bind and inure to the benefit of Landlord and Tenant and their respective heirs, successors, administrators and assigns.