

be prepayable without penalty, except in the event of a purchase of the Demised Premises pursuant to §12(b)(i) of the Lease, as a result of change in traffic patterns or denial of adequate access, not as a result of a Taking as defined in §12 of the Lease, in which event the Fee Mortgage made to Emigrant shall be prepayable subject to the payment of a prepayment penalty as follows: 4% of the unpaid principal balance until the end of the tenth year and thereafter the prepayment penalty shall be at the rate of 3% of the unpaid principal balance declining 1/2 of 1% each year thereafter but never less than 1%. In the event of purchase of the Premises under Section 30 of the Lease, the Fee Mortgage made to Emigrant shall be prepayable at any time, subject to payment of a prepayment penalty as set forth in the immediately preceding sentence, in the event of purchase under Section 12(b)(i) as a result of change in traffic patterns or denial of adequate access.

(vii) Lessor's failure to accept or rejection of Lessee's offer to purchase the Premises under the terms of the Lease shall not be deemed effective unless approved in writing by Emigrant as holder of the first Fee Mortgage, which approval is not to be unreasonably withheld, and if Emigrant shall fail or refuse to approve the rejection of Lessee's offer to purchase within fifteen (15) days of request for such approval, then Lessee's offer to purchase shall thereupon be deemed to have been accepted.

(viii) In the event that the Lease shall terminate, then the first Fee Mortgage shall be a first mortgage lien against the Demised Premises.

(ix) In the event that Landlord fails to cure any default of Landlord under the terms of the Lease by the last day for the curing thereof ("Curing Period"); then Emigrant shall have ten (10) days from the expiration of the Curing Period to cure the default ("Emigrant Curing Period") and Tenant shall accept the curing of the default by Emigrant within the Emigrant Curing Period as if cured by Landlord. In the event that

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