

action with respect to the Lease which may be taken by a trustee or receiver of the Assignor or by any court in any such proceeding.

8. The Assignor and the Lessee agree that (i) if, pursuant to the Lease, the Lessee shall offer to purchase the Leased Premises, notice of acceptance of any such offer shall be deemed validly given for all purposes if given by the Assignee and (ii) if the Lessee shall become obligated to purchase the Leased Premises pursuant to any provision of the Lease, the Lessee will accept a deed and other instruments conveying and transferring the Leased Premises which is executed and delivered by the Assignee as being in compliance with the provisions of the Lease; provided, however, that said deed and other instruments shall otherwise be in compliance with the provisions of the Lease and convey to the Lessee such title to the Leased Premises as the Assignor is required to convey pursuant to paragraph 19 of the Lease; and provided, further, however, that Lessee shall retain any rights it may have to compel Assignor to deliver any instruments necessary to provide Lessee with good and marketable title to the Leased Premises subject to the title exceptions referred to in paragraph 19 of the Lease. The Lessee further agrees that if it should become necessary for the Assignee or any other party to institute any foreclosure or other judicial proceeding in order that title to the Leased Premises may be conveyed to the Lessee, the time within which delivery of the deed or other instruments relating to the Leased Premises may be made shall be extended to the extent necessary to permit the Assignee or such other party to institute and conclude such foreclosure or other judicial proceeding, and the Lessee and the Assignor agree that the Lease shall not terminate, but shall continue in full effect until the expiration of such period of extension.

9. (a) The Lessee will deliver to the Assignee and the holders of the Bonds at their respective addresses furnished, from time to time, by the Assignee to the Lessee:

(i) copies of all financial statements sent by the Lessee to its stockholders or filed by the Lessee with the Securities and Exchange Commission;

(ii) as soon as reasonably possible, and in any event within 90 days after the end of each fiscal year and within 45 days after the end of each of the first three fiscal quarters of the Lessee, two copies of a consolidated balance sheet of the Lessee and its subsidiaries as at the end of such year or such quarter, as the case may be, and consolidated statements of