

cures such default within thirty (30) days after its receipt of such written notice, then Mortgagee will not pursue the foreclosure action on the basis of the events of default specified in that notice. Nothing contained in this agreement shall prevent the Mortgagee from pursuing a foreclosure action or any other remedy against Owner or against Tenant, in the event Tenant becomes the owner of fee simple title to the property, by reason of any subsequent events of default. In the event Tenant shall succeed to the ownership of said fee simple title by reason of its rights set forth in such Lease Amendment, and in the event all of Owner's previous defaults under the mortgage shall have been cured prior to or simultaneously with the transfer of title, Mortgagee shall thereafter consider the Tenant to be the Mortgagor under said mortgage and shall allow Tenant to continue its peaceable ownership and possession of the property under the terms of the original mortgage so long as Tenant remains in compliance therewith. Specifically, such transfer of title, under the conditions hereinabove set forth, shall not in and of itself constitute an event of default under the mortgage, notwithstanding any provisions in the mortgage which prohibit the conveyance of the property without the prior written consent of the Mortgagee.

8. The parties hereto acknowledge that, so long as there is no default under the terms of the Mortgage, no provision of this Agreement shall prevent Tenant from exercising its option to purchase set forth in Article XXIII of the Lease from the Owner and to pay off the principal balance and all accrued interest and costs of the Mortgage, including any applicable prepayment charges.

9. Tenant shall not assign the Lease nor any of its rights under this Agreement without obtaining the prior written consent of Mortgagee, which consent it may, in its sole discretion, grant or withhold.

10. The rights and obligations hereunder of Owner, Mortgagee, and the Tenant, except as stated otherwise in paragraph 9 above, shall bind and inure to the benefit of the respective successors and assigns of each party.