

theretofore acquired by it in such manner that each sale or transfer thereof made by it, if it were a sale or transfer by the Mortgagor, would be permitted by the provisions of this paragraph 9(b), shall be released from complying thereafter with said undertakings and assumptions so made by it and shall have no further obligation by reason thereof (except any obligations, actual or contingent, that may exist at the time of any such sale or transfer by such purchaser or transferee). Any sale or other transfer by the Mortgagor or any purchaser or transferee of the Property which is not made in compliance with this paragraph 9(b) shall be void. Performance by the Mortgagor of any such obligation or undertaking so assumed by any purchaser or transferee shall constitute performance thereof for all purposes of this Mortgage.

10. Sale of the Property to the Lessee.

(a) Within 5 days after the receipt by the Mortgagor of any notice from the Lessee of its intention to terminate the Lease or to purchase the Property or of any offer by the Lessee to purchase the Property, the Mortgagor will furnish or cause to be furnished to the Mortgagee a copy of such notice.

(b) If pursuant to paragraph 11(d), 15(a) or 15(b) of the Lease, the Lessee shall have the right to purchase the Property, or any interest therein by reason of the Lessee's exercise of a purchase option thereunder, the Mortgagor promptly will comply with all applicable provisions of the Lease, or cause the same to be so complied with, so that the purchase by the Lessee of the Property or said interest shall be duly consummated in accordance with the provisions of the Lease.

(c) If pursuant to paragraph 12(b), 14(b) or 15(c) of the Lease, the Lessee shall offer to purchase the Property, or any award or proceeds in respect of a condemnation of or casualty to the Property, then not later than the tenth day prior to the expiration date of the period within which such offer may be rejected, the Mortgagor will, except as provided in paragraphs 10(e) and 10(f), either (1) notify the Lessee of the acceptance of such offer and thereafter comply with all applicable provisions of the Lease, or cause the same to be complied with, so that the purchase by the Lessee of the Property shall be duly consummated within the time prescribed by the Lease, or (2) pay to the Mortgagee an amount equal to 100% of the purchase price of the Property which would be payable by the Lessee pursuant to the provisions of the Lease in the event such offer were accepted and any other sums, accrued and unpaid, which are payable by the Mortgagor, under any provision of the Mortgage.