

Paragraphs 10, 11

Company as its agent with full power and authority to take all actions and do all things in its behalf of the character which the Company is authorized by the Assignment, Granting Clause Second and paragraph 11 hereof to do as agent of Lessor and to execute and deliver in its name and behalf any deed, instrument, document or other paper which, pursuant to this Mortgage, the Company is authorized to execute and deliver in the name and behalf of Lessor or such purchaser or transferee; and *provided, further*, that any such purchaser or transferee which shall sell or otherwise transfer the interest in the Property theretofore acquired by it in such manner that such sale or transfer would, if it were a sale or transfer by Lessor, be permitted by the provisions of this paragraph 10(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 such sale or transfer by such purchaser or transferee). Upon any sale or other transfer by Lessor in accordance with the provisions of this paragraph 10(b), Lessor shall be released from complying thereafter with the obligations and undertakings of Lessor contained in this Mortgage (except any obligations, actual or contingent, that may exist at the time of such sale or other transfer by Lessor).

11. Purchase by Lessee. (a) Within 5 business days after receipt by Lessor of any notice from the Lessee of its exercise of an option to purchase the Property or its offer to purchase the Property or of its intention to terminate the Lease pursuant to the terms thereof, Lessor will furnish to the Company a copy of such notice and any certificate delivered by the Lessee in connection with such notice. Not later than the 10th day prior to the expiration of the time permitted by the Lease for the rejection of any such offer, Lessor will either (i) accept such offer, by delivering notice of acceptance to the Lessee with a copy thereof to the Company, or (ii) pay to the Company, by certified or official bank check in New York Clearing House funds, an amount equal to the then unpaid principal amount of the Lessor's Note, plus interest accrued and unpaid thereon, plus an amount equal to the interest which will accrue on the Lessor's Note to and including the next Payment Date, together with all other amounts then due under this Mortgage. The rejection of such offer prior to the payment to the Company of such amount shall be void. Moneys received by the Company pursuant to this paragraph 11 shall be applied by the Company to the payment or prepayment of the Lessor's Note as provided herein and in the Lessor's Note. Upon payment to the Company of the amount described in clause (ii) of this paragraph 11(a), the Company will notify the Lessee that Lessor is entitled to reject such offer.

(b) If (i) on the 10th day prior to the expiration of the time permitted by the Lease for the acceptance of such offer, Lessor shall not have made such payment or so notified the Lessee, or, after so notifying the Lessee, Lessor shall have failed to comply with the Lease, or (ii) the Lessee shall have exercised an option to purchase the Property pursuant to the Lease and Lessor shall have failed to comply with the Lease, then, in any such event, the Company shall have the right, and is hereby irrevocably appointed the agent and attorney-in-fact of Lessor and of every future owner of the Property, to require the Lessee to purchase the interest of Lessor in the Property or to accept such offer, and to take all necessary action to comply with the Lease, including, without limitation, the execution and delivery, in the name and on behalf of Lessor or other owner of such interest, of an assignment or other instrument of conveyance transferring the Property or a portion thereof to the Lessee, but the exercise of such powers shall not prevent any default in the observance or performance of any condition or covenant in this paragraph 11(b) from constituting an Event of Default hereunder. If Lessor shall make such payment, or if the Lessee shall purchase the Property pursuant to the Lease, the Company shall, at the expense of Lessor, execute and deliver to Lessor a release of the Property from the Lien of this Mortgage, promptly upon the receipt of said payment or the purchase price payable by the Lessee pursuant to the Lease.

(c) Each assignment or other instrument of conveyance with respect to the Property executed and delivered by the Company pursuant to this paragraph 11 shall be binding upon Lessor and every future owner of the Property with the same effect as if Lessor or such owner had personally executed and delivered the same.

(d) If any notice of intention to terminate referred to in this paragraph 11 shall be received by the Company from the Lessee, the Company shall promptly furnish a copy thereof to the Lessor and this paragraph 11 shall be applicable to the same extent as though the notice had been received by Lessor from the Lessee.