

9. The Tenant agrees that, if it shall become obligated to purchase the Premises or shall exercise any option to purchase the Premises pursuant to the Lease, it will accept a deed to the Premises executed and delivered by the Trustee as being in compliance with the provisions of the Lease, provided that a title company satisfactory to Tenant will insure, or that Tenant receives an opinion from counsel satisfactory to it, that said deed so executed by the Trustee conveys a good and marketable title. If it should become necessary for the Trustees or any other party to institute any foreclosure or other judicial proceeding or take action of any other nature in order to be able to convey title to the Premises to Tenant, Assignor and Tenant agree that the time within which delivery of a deed to the Premises may be made shall be extended so that the Trustees or such other party may institute and conclude such judicial proceeding or take such other action; and Tenant and Assignor agree that the Lease shall not terminate, but shall continue in full force and effect until such deed shall be delivered and the purchase of the Premises consummated; provided that if such extension shall occur during the Initial Term of the Lease, Tenant shall continue to pay net rent as provided in the Lease, and, if the Tenant does not elect to purchase on the next succeeding net rent payment date, the purchase price payable by Tenant under the Lease shall be determined as of the date on which the purchase shall be completed in accordance with the provisions of the Lease, provided that if such date of purchase shall be a date other than a net rent payment date under the Lease, Tenant shall also pay net rent accrued from the last preceding net rent payment date to the date of purchase.

10. The Tenant, will, so long as this Agreement is in effect, deliver to the Trustee and to each Purchaser of the Notes issued under the Note Purchase Agreements referred to in the recitals hereof and to any person to whom such Purchaser may transfer any Note pursuant to the terms of the Indenture, other than a nominee of such Purchaser, at the address of such Purchaser or transferee as shown on the Register maintained by the Trustee under the Indenture, as soon as practicable, and in any event within 120 days after the end of each fiscal year of the Tenant two copies of a consolidated balance sheet of the Tenant and its consolidated statements of income and of surplus of the Tenant and its consolidated subsidiaries for such year, setting forth in each case in comparative form the figures for the previous fiscal year, prepared in accordance with generally accepted accounting principles and in reasonable detail and certified by independent public accountants.

11. All notices, requests demands and other communications relating hereto shall be in writing and shall be properly given if sent by registered United States mail, postage prepaid, addressed to the respective parties hereto at their addresses set forth above in this Agreement. Any party hereto may change its address for purposes of this paragraph 11 at any time by notice given or sent to the other parties hereto.

12. If any term or provision of this Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision shall not be affected thereby.

13. This Agreement may not be amended or terminated orally but only by a writing signed by Tenant, the Assignor and the Trustee, with the written consent of the holders of all Notes at the time outstanding under the Indenture. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.