

the benefit of the other portions of the Subject Property. Every obligation of this Agreement shall run with the land and shall be binding upon the party making or assuming such obligation and such party's successors and assigns and shall inure to the benefit of all other parties hereto and their successors and assigns. Except for any landlord under a net lease imposing full responsibility for the performance of the provisions of this Agreement on the tenant thereunder (or assignee of such landlord), mortgagee or trustee under a deed of trust, their successors or assigns, as provided in Section 12(c), any transferee of any part of the Subject Property shall automatically be deemed, by acceptance of the title of such parcel, or portion thereof, to have assumed all obligations hereof relating thereto, and to have agreed with the then owner of all other portions of the Subject Property to execute any and all instruments and do any and all things reasonably required to carry out the intention of the provisions hereof. If any such party shall expressly condition the transfer (whether such transfer takes place prior or subsequent to the performance, cancellation or inoperability of said covenants) of its interest in such portion of the Subject Property on the assumption by the transferee of the obligations imposed on such transferor, such transferor shall upon the completion of such transfer or upon the date said covenants as to such transferor have been performed or are inoperative or cancelled or terminated, whichever date shall last occur, be relieved of all further liability hereunder except such liability as may have arisen during his period of ownership of the portion of the Subject Property so conveyed and which remains unsatisfied.