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such date. If Lessee shall not deliver such notice of election to terminate this Lease, this Lease shall not terminate but shall continue in full force and effect in the same manner as if such notice of termination had not been given and such offer had not been made.

Closing
Title
Under
Certain
Purchases

(Section 31
of the Lease)

16. (a) Upon the purchase of the Leased Premises by Lessee where permitted under this Lease, Lessor need not transfer and convey any better title to the Leased Premises than existed on the date of the commencement of the term of this Lease, but Lessor shall convey and Lessee shall accept such title as existed on the commencement of the term of this Lease and shall take title subject to all liens, encumbrances, charges, exceptions and restrictions attaching thereto on or after the date of commencement of the term of this Lease created by or resulting from the acts of Lessee, and to all applicable laws, regulations and ordinances. All rent, additional rent and other charges payable by Lessee under the terms of this Lease shall be payable up to the date of closing of title.

(b) Notwithstanding the foregoing, Lessee shall have the option in connection with any purchase of the Leased Premises under Section 29 of the Lease either:

(i) to take title subject to the lien of any fee mortgage permitted pursuant to this Lease, in which event this lease shall not merge into the ownership of the fee.

(ii) to assume by the Lessee named herein the obligations of Lessor to pay the unpaid principal balance and interest thereafter accruing under any fee mortgage permitted pursuant to this Lease, in which event Lessee may at its election merge the lease into the ownership of the fee;

(iii) to purchase free and clear of the lien of any fee mortgage, if prepayment is permissible pursuant to the

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