

(b) make or permit to remain outstanding any loan or advance to, or own or acquire any stock or securities of, any person; or

(c) engage directly or indirectly in any business other than the acquisition, ownership, mortgaging and financing of the Property, the leasing thereof to the Lessee and transactions permitted by paragraph 9 hereof.

9. Consolidation and Merger; Transfer of the Property.

(a) So long as any Note is outstanding, the Mortgagor will not consolidate or merge with any other corporation or permit any other corporation to merge into the Mortgagor, and will not sell, transfer or convey the Property except upon compliance with the conditions in paragraph 9(b) or pursuant to the provisions of paragraph 10.

(b) If no Event of Default specified in paragraph 15 shall have happened and be continuing, the Mortgagor may sell or otherwise transfer the Property, subject to the lien of this Mortgage and to the Lease, the Assignment and the Option, dated as of June 1, 1964 (herein called the Option) from the Mortgagor, as grantor, to the Mortgagee, as grantee, provided that the purchaser or transferee (other than the grantee of the Option) expressly assumes and agrees to be bound by the provisions of the Lease, the Assignment and the Option, and expressly undertakes and assumes (without thereby releasing the Mortgagor) all of the obligations and undertakings of the Mortgagor contained in this Mortgage and the Option, except the obligation to pay interest, deferred interest and any premium on and the principal of the Notes, and appoints (by instrument in form and substance satisfactory to the Mortgagee) the Mortgagee as its agent and attorney-in-fact with full power and authority to take all actions and do all things on its behalf of the character which the Mortgagee is authorized by paragraph 10 to do as agent and attorney-in-fact of the Mortgagor and to execute and deliver in its name and on its behalf any deed, instrument, document or other paper which, pursuant to the terms of this Mortgage, the Mortgagee is authorized to execute and deliver in the name and on behalf of the Mortgagor or such purchaser or transferee or as shall be necessary to cause compliance with the Mortgagor's obligations under the Option; provided, however, that (i) in the case of the obligations and undertakings contained in the first sentence of paragraph 4 and in paragraph 8, and in the case of those contained in paragraph 9(a) relating to merger and consolidation, any such assumption by a purchaser or transferee shall require only that such purchaser or transferee cause the Mortgagor to comply with such obligations and undertakings and (ii) unless such purchaser or transferee is the Lessee, such purchaser or transferee shall not be required to undertake or assume any obligations or undertakings herein contained which are imposed upon the Lessee pursuant to the Lease; and provided, further, that any such purchaser or transferee which shall sell or otherwise transfer the Property