

of this Lease until all sums secured by such First Mortgage shall have been paid, regardless of when said payment shall have been made; provided, however, that unless the prior written consent of the Lessor shall have been obtained, such holder of such First Mortgage may not, without losing his status as a First Mortgagee for purposes of this Lease, (i) enter into any agreement increasing the principal amount secured thereby to a sum exceeding seventy-five (75%) per cent of the appraised value of the leasehold estate as determined by a nationally recognized institutional lender at any one time outstanding; or (ii) enter into any agreement increasing the rate of interest payable thereon over the aggregate rate (including allowance for original issue discount, if any) to a figure greater than two (2) points above the prime lending rate for New York City; or (iii) enter into any written agreement extending the final maturity thereof to a date more than fifty (50) years after the date hereof. The term "holder" as used herein shall include the successors in title of such holder whether or not a bank, insurance company or other recognized institutional lender.

A. Sixth line of the paragraph beginning "Lessee agrees" of "ARTICLE VI" on page 8 of said Lease is modified and amended to read as follows:

"Lessee or to such mortgagees or proposed mortgagees of the leasehold as may be designated in writing by Lessee, a statement in writing certifying if such be the case,"

B. The fourth line from the bottom of page 8 of the same paragraph of "ARTICLE VI" of the said Lease beginning with the words "with respect to" and ending with the words "by Lessee" is hereby deleted.

C. The fifth line of said "ARTICLE VI" on page 11 of said Lease is modified and amended by the addition of the following words after the words "of such termination", "which are curable by the new Lessee by the payment of money to the Lessor".

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