

XIII. Lessee covenants that Lessor may create a mortgage or Deed of Trust or other lien on the estate of Lessor in the demised premises which may be superior to the interest of Lessee under this Sublease, provided that, unless Lessee shall agree otherwise in connection with a specific financing arrangement, payments of principal and interest on the debt (other than for any balloon balance at its maturity) secured by such mortgage or deed of trust or lien shall be payable monthly in an amount not in excess of the monthly rental hereunder or if there is more than one sublease between the parties hereto used as security for the same debt, then the combined monthly rental provided in all of said such subleases so included in the security arrangement, and provided further, that Lessor shall secure the written consent of the Mortgagee or lienee, as the case may be, in the case of any default under any such mortgage or deed of trust or other lien not to declare the entire balance due and payable without first giving Lessee, its successors and assigns thirty (30) days prior written notice of such default and permitting Lessee, its successors and assigns, to cure any such default. In the event of any default under any such mortgage or deed of trust, Lessee, its successors and assigns, may, at its option, cure such default and make any payments required and apply all rents payable by Lessee hereunder to such payments holding the Lessor, its successors and assigns, liable for the balance, if any. Lessor and Lessee covenant that any such mortgagee, beneficiary of a deed of trust or lienee and any assignee of this Lease as collateral security for a loan may perform any covenant or agreement in this Lease contained to be performed by Lessor and may, whether or not any default then exists in respect of such debt, enforce the performance by Lessee of any covenant or agreement in this Lease contained to be performed by Lessee, and further covenant not to amend, modify or terminate this Lease by mutual consent without the consent of such mortgagee, beneficiary of a deed of trust, lienee or assignee.

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