

(f) The terms and conditions of any Lessor's Proposed Mortgage shall be subject to matching rights in favor of Lessee with regard to: (i) constant payments for interest and amortization; (ii) costs of acquiring the loan commitment and closing; and (iii) terms and conditions relating to periodic construction draws (if so specified in Lessee's Financing Notice). Lessee's matching rights shall be exercised by a "Matching Notice" sent by Lessee to Lessor within thirty (30) days of receipt from Lessor of the commitment for Lessor's Proposed Mortgage. The sending of a Matching Notice shall constitute the obtaining of a Lessee's Fee Mortgage. In the event that Lessee shall send a matching Notice and Lessor shall have expended any sums of money for commitment fees in connection with Lessor's Proposed Mortgage, which commitment fees are not refunded to Lessor, then Lessee shall reimburse Lessor for any such non-refunded commitment fees on closing of the New Mortgage. If Lessee shall fail to send a Matching Notice within the aforementioned thirty (30) day period, then Lessee shall be deemed to have approved Lessor's Proposed Mortgage, unless Lessee shall reject Lessor's Proposed Mortgage, by a "Rejection Notice" sent within the aforementioned thirty (30) day period. In the event that Lessee shall send a Rejection Notice, then Lessee shall have the right to obtain a Lessee's Fee Mortgage within a period of ninety (90) days subsequent to the disapproval of Lessor's Proposed Mortgage.

(g) In the event that Lessee shall accept a Lessor's Proposed Mortgage or shall obtain and accept a Lessee's Fee Mortgage then, Lessee shall proceed at its sole cost and expense to construct the New Construction in conformity with the other requirements of this Lease, and upon completion thereof and the closing of the New Mortgage loan, the Lessee shall out of the mortgage proceeds be reimbursed the sum set forth in Lessee's Financing Notice as the proposed cost of the New Construction. Notwithstanding the foregoing, in the event that the commitment for the New Mortgage, as requested by Lessee, provide for periodic draws of the New Mortgage principal amount during the course of construction,