

In lieu of first mortgage financing to cover the cost of New Construction Lessee may request in its Lessee's Financing Notice or Lessor may propose as a Lessor's Proposed Mortgage, or Lessee may obtain as a Lessee's Fee Mortgage, a second fee mortgage, hereinafter referred to as an "Alternative Mortgage." The obtaining and acceptance of an Alternative Mortgage shall be on the same terms and conditions as shall apply to a first mortgage, including but not limited to matching and rejection rights, except:

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(1) The amount of an Alternative Mortgage shall be equal to the sum set forth in a(ii), but shall not include the sum referred to in subsection (a)(i) and shall only include the sums referred to in subsection (a)(iii), if so requested by Lessee. If Lessee does not request inclusion of the subsection (a)(iii) costs in the Alternative Mortgage sum then Lessee shall pay all costs referred to in subsection (a)(iii) at the time of closing of the Alternative Mortgage to the extent that any of the costs referred to in subsection (a)(iii) of the Lease are incurred by Lessor and are not included in the Alternative Mortgage, Lessee shall reimburse Lessor for such expenses at the time of the closing of the Alternative Mortgage).

(2) The term of the Lease need not be extended so that the unexpired term will equal eighteen (18) years, but shall be extended to equal the shorter of: the term of the Alternative Mortgage; or eighteen (18) years.

(3) The holder of the Alternative Mortgage need not be an institutional lender.

(4) Lessee shall retain title to the New Construction until termination of the Lease.

(5) In the event that the Alternative Mortgage is not paid in full during the term of the Lease, as extended then Lessee shall prepay the entire principal balance of the Alternative Mortgage on or prior to expiration of the Lease. Similarly, if the Alternative Mortgage shall require installments of principal or a "balloon" payment in addition to the

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