

(7) The Alternative Mortgage shall be subordinated to the original First Mortgage to all refinancings, replacements, consolidations and extensions thereof, provided the principal amount to which the Alternative Mortgage is to be subordinated shall not exceed the greater of : the Purchase Price; or original principal amount of the New Mortgage then constituting a lien against the Demised Premises.

(8) The Alternative Mortgage shall be prepayable without penalty after ten (10) years, or earlier.

(9) The Alternative Mortgage is to contain appropriate provisions eliminating any personal liability on the part of Lessor in the event of any default under the Alternative Mortgage indebtedness.

(10) If, Lessee shall send a Lessee's Financing Notice as to additional New Construction, after the closing of an Alternative Mortgage, then at Lessee's election, the Alternative Mortgage is to either be satisfied by Lessee (in which event such portion of the cost of the New Construction covered by the Alternative Mortgage, as determined by Lessee, is to be added to the cost of New Construction for which the Lessee's Financing Notice is sent), or the Alternative Mortgage is to be subordinated to the New Mortgage.

(j) The Provisions of this Section shall not preclude Lessee from obtaining a leasehold mortgage to cover the cost of New Construction, or be deemed to require Lessee to give a Lessee Financing Notice relating to any New Construction, it being further understood and agreed that there shall be no adjustment of the annual rent as provided in this Section unless and until there shall be a closing of a New Mortgage arising from the sending of a Lessee's Financing Notice, as provided in Section 32 of the Lease.

0.037  
4328 RV-2