

(b) Landlord and Tenant shall, upon the request of the other and/or the holder of the fee mortgage, execute, acknowledge and deliver to the others, in the form annexed to the Lease as Exhibit "C", an agreement, between Landlord, Tenant and the holder of the fee mortgage, agreeing to all of the provisions of this Section 38 of the Lease.

(c) The term "institutional" as it applies to a mortgage holder, shall be deemed to mean a savings bank, savings and loan association, commercial bank or insurance company.

(d) In the event that Tenant shall exercise an option to purchase the Demised Premises under the provisions of sections 10 and 12 of this Lease, then at the election of Tenant as purchaser of the Premises, all fee mortgages shall thereupon be prepayable without penalty.

(e) In the event that the Lease shall terminate, then the first fee mortgage shall be a first mortgage lien against the Demised Premises.

Utility Easements,
Access and Parking
Easements and High-
way Alignment

(Section 39 of the
Lease)

20. Tenant shall have the right to enter into agreements with utility companies creating easements in favor of the utility companies as are required by Tenant for the benefit of the Demised Premises and any adjoining ~~and ad-
jacent~~ land hereinafter designated by Tenant, and to enter into reciprocal parking agreements and easements for ingress and egress as are required by Tenant for the benefit of the Demised Premises and any adjoining ~~and adjacent~~ land designated by Tenant, and Landlord covenants and agrees to consent thereto and to execute any and all documents, instruments or certificates in connection therewith, and to take all other action, in order to effectuate the same, all at Tenant's cost and expense. Notwithstanding anything to the contrary contained herein, Landlord shall not be required to enter into reciprocal parking agreements or to consent to easements for ingress and egress, unless such consents and/or easements can be terminated by Landlord at the expiration of this Lease.

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