

Emigrant shall notify Tenant of its intention to cure any Landlord's default _____ on or prior to the expiration of the Curing Period for such default, then Tenant shall not take any action under the Lease based on Landlord's default until the expiration of the Emigrant Curing Period. Emigrant, its successors and assigns as the holder of the Fee Mortgage made to Emigrant, at its option, may cure any default of Tenant under the Lease. Whenever the failure of the Lessor to give a consent shall be a default under the Lease, such failure may be cured within fifteen (15) days following notice from Tenant to the holder of the Fee Mortgage made to Emigrant of the withholding of the consent by the Landlord by the giving of such consent by Emigrant, its successors and assigns as the holder of the Fee Mortgage made to it (without Emigrant or such other holder of the Fee Mortgage made to Emigrant incurring any obligation in connection therewith), and the giving of such consent by Emigrant or other holder is hereby authorized by all the parties hereto and shall constitute the act of Landlord.

(x) The Lease shall be governed by and construed in accordance with the laws of the State of New York.

(xi) The parties hereto declare that the intent of the first sentence of Paragraph 32(a) of the Lease relating to financing to cover the cost of new construction is that Lessor shall be obligated only to make its best efforts to provide the financing referred to therein.

(xii) The failure of the Lessor to provide the Short-fall referred to in Paragraph 32(h) shall not be deemed a default entitling the Lessor to cancel, surrender, ^{terminate} or otherwise modify the Lease, but the Lessee shall be entitled to the offset

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