

and such other rights provided in said Paragraph 32(h) and the obligations of the Lessor with respect to obtaining new financing or alternative mortgages shall be limited only to its using its best efforts in that regard, provided that as long as the Fee Mortgage made to Emigrant has not been satisfied or assigned to a new mortgagee, the offset shall not reduce the annual rent under Section 5 of the Lease below that amount necessary to pay the regular installments of interest and amortization under the Fee Mortgage made to Emigrant as such installments come due.

(xiii) Landlord and Tenant acknowledge that no modification of the Lease shall be binding upon Emigrant unless consented to in writing by Emigrant.

(xiv) Tenant's right to require New Construction financing <sup>not</sup> under Section 32 of the Lease shall impose any obligation on the part of the holder of the Fee Mortgage made to Emigrant to accept prepayment of its Fee Mortgage, except in accordance with the terms of said Fee Mortgage.

(xv) No other holder of a mortgage shall have any prior or superior right to interfere with the receipt by the holder of the Fee Mortgage made to Emigrant of the rents due under the Lease pursuant to the Fee Mortgage made to Emigrant and the assignment of rents to Emigrant made in connection with the Fee Mortgage made to Emigrant.

(xvi) The easements created in favor of the Out Parcel pursuant to Section 42 of the Lease shall be terminable at the election of the Lessor on termination of the Lease, except for the following:

Handwritten signature or initials, possibly "A77", with a circled "0" below it.

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