

expenses and obligations of every kind or nature, whatsoever, relating to the demised premises, or any improvements thereon, which may arise or become due during the term of this Lease, shall be paid by the Lessee and the Lessor shall be indemnified and saved harmless by the Lessee from and against the same.

5. PRORATION. Notwithstanding the foregoing regarding payment of taxes, the parties agree and understand that the taxes for the first and last years of the term herein shall be prorated proportionately between the Lessor and Lessee.

6. MORTGAGE FINANCING. Upon the circumstances and subject to the terms contained herein, the Lessee may, in conjunction with the doing of the construction work on the property described herein and in conjunction with permanent financing thereof, require the Lessor to join with the Lessee in the execution of a mortgage or mortgages to provide both temporary financing and permanent financing for any buildings to be erected on the demised premises, to-wit:

(a) Any such mortgage will be in favor of an institutional lender as mortgagee. As used herein, "institutional lender" means any bank, trust company, savings and loan association, insurance company, pension fund or title insurance company.

(b) Any such mortgage must contain a provision that the mortgagee recognizes it to be a fact that the joinder by the Lessor in the mortgage is primarily for the purpose of creating a mortgage lien against the property encumbered by it and that no personal liability shall ever attach to or personal judgment be sought or obtained against the Lessor by reason of the Lessor's joinder in the mortgage. Should the respective mortgagees, or any of them, require the joinder by the Lessor in the note or notes secured by the respective mortgages referred to in this Lease, then and in that event or events, there shall be, likewise, no personal liability attached to, or personal judgment sought or obtained against the Lessor by reason of the Lessor's joinder in such note or notes.

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