

under it that: (1) no mortgage, renewal, extension, consolidation, replacement, and modification thereof shall be given covering any portion of the subject premises which by its terms provides for a date of maturity after the end of the 99-year term of this lease, (2) any such mortgage, renewal, extension, consolidation, replacement and modification thereof, or any other liens, shall be paid in full and satisfied at the end of the 99-year term of this lease.

- (e) The Lessee agrees that any mortgage given pursuant to this Article which constitutes a lien upon the Lessors' interest in the leased premises shall include and constitute a similar lien upon a portion of the property owned by the Lessee located in the same city block as the leased premises and having a land area not less than the square footage land area of the leased premises covered by the lien of such mortgage; and the Lessee agrees that such mortgage lien upon its property shall remain thereon as long as such lien remains upon the leased premises. Nothing in this paragraph nor any breach of the terms hereof shall affect the lien of any mortgage or the rights of any mortgage holder created pursuant to Article 7 of this lease agreement

8. Mortgage of leasehold interest: The Lessee shall have the right to mortgage this lease, and to assign, pledge, or hypothecate it as security for any such mortgage; and the Lessors will accept performance of any leasehold mortgagee of any covenant, condition or agreement on the Lessee's part to be performed hereunder with the same force and effect as though performed by the Lessee; however, this shall in no way relieve the Lessee of its obligations to the Lessors under the terms of this lease. A leasehold mortgagee shall be entitled to become the owner of this lease by foreclosure, or by assignment in lieu of foreclosure, provided, however, that such leasehold mortgagee shall first have delivered to the Lessors an assumption agreement, executed in recordable form, wherein and whereby such leasehold mortgagee or its designee or nominee, assumes the performance of all the terms, covenants and conditions of this lease; however, this shall in no way relieve the Lessee of its obligations to the Lessors under the terms of this lease.

9. Condemnation:

- (a) If the whole of the leased premises shall be taken for any public or any quasi-public use under any statute or by right of eminent

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