

3. Conveyance of Property. Subject to the provisions of the Mortgages, if DIC exercises the Right of First Refusal, DP-17 shall convey to DIC the Property (or the applicable portion thereof) on the same terms and conditions that DP-17 would have sold, assigned or transferred the Property (or such portion thereof) to the offeror.

4. Termination. The Right of First Refusal shall automatically terminate, without further action or notice by any person, on the earlier to occur of (i) that date which is the twentieth anniversary of the date hereof or (ii) the date on which DIC first exercises or fails to exercise a right of first refusal with respect to the Property or any portion thereof.

5. Subordination. DIC hereby subordinates the Right of First Refusal to (a) the rights of the beneficiaries under those Mortgages referred to on Exhibit D attached hereto and to the rights of beneficiaries under any subsequent Mortgages, executed by DP-17 as collateral for present or future obligations and (b) the rights of DP-17 under the Ground Lease. Further, DIC acknowledges that, upon a foreclosure of any present or future Mortgage or the acceptance of a deed in lieu of foreclosure, the Right of First Refusal shall automatically terminate and be of no further force or effect.

6. Completeness; Modification. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior discussions, understandings, agreements and negotiations between the parties

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