

## ARTICLE 20

### Mortgage of Lessor's Interest; Rights of Mortgagee

It is understood and agreed between Lessor and Lessee that all right, title and interest of Lessor in and to this Lease will be assigned by Lessor to the Mortgagee under the Mortgage and under the Assignment as additional security for the Notes issued thereunder, and Lessee waives any notice of such assignment. The Mortgagee may enforce any and all of the terms of this Lease, as though the Mortgagee had been a party hereto. No action or failure to act on the part of Lessor shall adversely affect or limit any rights of the Mortgagee. Neither the Mortgage nor the Assignment shall constitute an assumption of any obligation hereunder on the part of the Mortgagee. So long as the Mortgage shall not have been satisfied and discharged of record, (a) no amendment or modification of this Lease and no waiver or consent hereunder shall be valid unless joined in by the Mortgagee, (b) no surrender to the Lessor of this Lease or of the premises or any part thereof or of any interest therein shall be valid and effective unless agreed to and accepted in writing by Mortgagee, and (c) no act by Mortgagee or any representative or agent of Mortgagee, other than such written agreement and acceptance by Mortgagee, shall constitute an acceptance of any such surrender.

All the rights and interests of the Mortgagee shall be terminated upon the termination of the Assignment in the manner specified in the Mortgage or in the Assignment. All of the rights of the Mortgagee specifically set forth in this Lease shall terminate, whether or not expressly so limited, upon the satisfaction and discharge of the Mortgage of record.

Lessee covenants and agrees, in the event any proceedings are brought for the foreclosure of the Mortgage, to attorn to the purchaser of the Lessor's interest hereunder upon any such foreclosure sale and to recognize such purchaser as the Lessor under this Lease. Lessee agrees to execute and deliver at any time and from time to time, upon the request of Lessor or of the Mortgagee, any instrument

which, in the judgment of Lessor or of the Mortgagee, may be necessary or appropriate in any such foreclosure proceeding or otherwise to evidence such attornment. Lessee hereby irrevocably appoints Lessor and Mortgagee, or either of them, the attorney-in-fact, of Lessee to execute and deliver for and on behalf of Lessee any such instrument. Lessee further waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Lessee any right or election to terminate or otherwise adversely affect this Lease and the obligation of Lessee hereunder in the event any such foreclosure proceeding is brought. Lessee further waives the provisions of any statute or rule of law, now or hereafter in effect, which may give or purport to give Lessee any right or election to terminate or otherwise adversely affect this Lease and the obligations of Lessee hereunder in the event of any termination of any of the Ground Leases and Lessee covenants and agrees that its obligations hereunder shall be in no way reduced or affected by any termination of any of the Ground Leases.

## ARTICLE 21

### Limitation of Lessor's Liability

The term "Lessor" as used in this Lease, so far as covenants or obligations on the part of Lessor are concerned, shall be limited to mean and include only the owner or owners at the time in question of the interest of Lessor under this Lease, and in the event of any transfer or transfers of the title to the Lessor's interest, Lessor herein named (and in case of any subsequent transfers or conveyances, the then grantor) shall be automatically freed and relieved from and after the date of such transfer and conveyance of all personal liability as respects the performance of any covenants or obligations on the part of Lessor contained in this Lease thereafter to be performed, *provided* that any funds in the hands of Lessor or the then grantor at the time of such transfer, in which Lessee has an interest, shall be turned over to the grantee (subject