

10. -The following subparagraph is added after the present last paragraph of "ARTICLE VI on page 13 of said Lease:

"If the holder of the original First Mortgage acquires the interest of the Lessee in this Lease by foreclosure, assignment in lieu of foreclosure or otherwise, its liability to perform the covenants of this Lease shall be limited to the period of its ownership of the Lessee's estate."

11. The following sentence is added to the second paragraph of ARTICLE V of said Lease on page 6:

"If, however, part of the demised premises or buildings, or both be taken, but no termination is effective pursuant to ARTICLE X hereof, the minimum square feet and/or percentage requirements for shopping center purposes shall be reduced pro tanto."

12. The second sentence of the paragraph following subparagraph iv of ARTICLE III on page 4 of said Lease is deleted and the following language substituted in place and in stead thereof:

"Gross annual rentals received by Lessee shall mean those rentals actually paid to Lessee by tenants of Lessee, including bonus or overage rents or similar sums, if any." This provision shall not be effective and shall be suspended for and during the period of time that the holder of the First Mortgage acquires and holds the interest of the Lessee in this Lease by foreclosure or otherwise. "Payments of property taxes and assessments by a bona fide subtenant on a specified and defined part of the premises which has been separately returned to and assessed by the proper taxing authorities, payments by a subtenant to the Lessee of its proportionate share of taxes in excess of the fixed base tax as same may be defined in the respective tax escalation clause on each sublease, assessments for parking lot maintenance, or dues for merchant's association, or similar payments made by any sublessee to or for the account of Lessee shall not be considered as gross rentals received by Lessee; in calculations of rents due Lessee based on the sales of subtenants, credits for returns allowances and other appropriate deductions will be recognized. Lessor shall have the right, at its expense to audit the records of Lessee with regard to the rentals received by Lessee."

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