

Lease, as the same shall be extended. Lessee's Financing Notice shall set forth the estimated cost of the New Construction, the estimated final date for the completion of the New Construction, a detailed breakdown of all of the costs of construction and whether Lessee will require periodic draws of the construction cost during construction. Lessee's Financing Notice shall be accompanied by plans and specifications for the New Construction. Lessor shall use its best efforts to provide the funds for the New Construction on the following terms:

Lessor shall endeavor to obtain a new first mortgage on the Demised Premises ("Lessor's Proposed Mortgage") in an amount equal to not less than ninety (90%) percent the sum of the following items:

- (i) The original principal amount of the first fee mortgage obtained by Lessor at the time of purchase of the Demised Premises ("Original First Mortgage");
- (ii) Total cost of the New Construction; and
- (iii) All reasonable costs and expenses to be incurred in connection with the placing and closing of Lessor's Proposed Mortgage, included but not limited to brokerage fees, placement fees, closing fees, mortgage taxes, prepayment penalties on existing first fee mortgage, attorneys' fees, mortgagee's title insurance, and similar charges.

Lessor's Proposed Mortgage shall be for a period of not less than eighteen (18) years, shall be self-liquidating and shall

otherwise comply with the requirements and limitations as set forth in this Lease, for a fee mortgage. In addition, the Lessor's Proposed Mortgage shall contain appropriate provisions eliminating any personal liability on the part of the Lessor in the event of any default under the mortgage indebtedness. The Lessor's Proposed Mortgage lender shall be an "institutional" lender, as defined in the Lease.