

then Lessee shall be entitled to draw down the principal amount of the New Mortgage during the course of construction of the New Construction in accordance with the commitment and/or building loan agreement for the New Mortgage.

(h) In the event that a New Mortgage, other than as Alternative Mortgage, as hereinafter defined, shall not provide the total amount of the sums set forth in subsection (a) (i), (ii) and (iii) ("Shortfall") at, or as required, prior to closing of the New Mortgage, Lessor shall provide to Lessee, to be applied against the Shortfall, the amount of the differential (the "Differential") between the unpaid principal balance of the First Mortgage which is a lien against the Demised Premises immediately prior to closing of the New Mortgage and the original principal sum of the Original First Mortgage, but not in excess of the Shortfall. If Lessor shall fail to provide the Differential, then Lessee at its election may do so and, to the extent of the Differential, paid or absorbed by Lessee, Lessee in addition to such other rights and remedies that Lessee may have arising from Lessor's failure to provide the Differential other than the right to terminate the Lease, shall be entitled to an offset equal to fifteen (15%) percent of the annual rent until the Differential, plus interest at the rate of two (2%) percent per annum above the prime rate charged by Bankers Trust Company to its most creditworthy borrowers, as adjusted monthly, until the Differential is recouped in full. Once the amount of the Differential shall have been recouped in full by Lessee together with interest payable thereon as provided in this subparagraph (h), then the annual rent shall thereupon be increased by the product of the number .095 multiplied by the Differential. Notwithstanding the foregoing, Lessee's offset rights shall not reduce the payment of annual rent below the New Mortgage Constant multiplied by the principal amount of the New Mortgage. Any subordinated fee mortgage made a lien against the Demised Premises by Lessor, other than an Alternative Mortgage, shall provide that it shall be subordinated to any Alternative Mortgage thereafter made a lien against the Demised Premises.

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