

(a) in favor of leasehold mortgagees encumbering Lessee's position under the lease; all easements created under the lease provided that: (i) all such easements shall be terminable on termination of the lease at the election of the Lessor; and (ii) all such easements shall benefit the Premises, as well as, at the election of Lessee, other premises, except that easements created in favor of the Out Parcel, as defined in the Lease relating to utilities and ingress and egress to and from the Out Parcel shall (x) survive termination of the Lease; and (y) may be for the benefit of the Out Parcel only.

(b) The term "institutional" as it applies to a Fee Mortgage holder, shall be deemed to mean a savings bank, savings and loan association, commercial bank or insurance company.

In case of any conflict between the terms of this Agreement and the terms of the Lease, or the note or Fee Mortgage made to Emigrant, then the provisions of this Agreement shall govern.

(i) On any purchase of the Premises, or creation of any lease/under the Lease, or any assignment or subletting of the Lease, or if rights under the Lease are acquired by any person on a foreclosure of any leasehold mortgage or by assignment of the Lease in lieu of Foreclosure of the leasehold mortgage or by exercise of possessory rights by the holder of a leasehold mortgage, as a mortgagee in possession, the Great Atlantic & Pacific Tea Company, Inc. shall remain liable for the performance thereafter of its obligations under the Lease as they existed prior to such purchase, \_\_\_\_\_ assignment, subletting or acquisition of rights by the holder of the leasehold mortgage as provided in this sentence, including but not limited to the amount of rent.