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Secretary Secretary

- (i) The following is hereby inserted in the thirteenth line of Section 12.03 appearing on the twenty-fifth page of the Lease after the word "Mortgagee": [and to cause Lessor's Mortgagee, if any, to join in the execution of such subordination agreement as may be required by any Fee Mortgagee in order to subordinate Lessor's Mortgage (as that term is defined in Section 14.01 hereof) to the Fee Mortgage]".
- (j) The following is hereby inserted in the nineteenth line of Section 12.03 appearing on the twenty-fifth page of the Lease after the number "12.03": "(or fail to cause Lessor's Mortgagee, if any, to join in the execution of a subordination agreement as aforesaid)".
- (k) The last sentence of subparagraph (b) of Section 12.04 appearing on the twenty-sixth page of the Lease is hereby modified by inserting before the "." at the end thereof the following:

 "; Lessor shall be responsible for attorney's fees of Lessor's

 Mortgagee, if any".
- (1) The seventh and eighth lines of Section 12.05 appearing on the twenty-seventh page of the Lease is hereby revised to read as follows: "without the prior written consent of the Lessor, (ii) Lessor and Lessor's Mortgagee, if any, shall each be given written notice of any default under the Fee....".
- (m) The last eight lines of Section 12.05 appearing on the twenty-eighth page of the Lease are hereby deleted in their entirety and the following is inserted in lieu thereof:

"thereby, (vi) the Fee Mortgagee shall not assert and neither Lessor nor Lessor's Mortgagee, if any, shall have any personal liability for the payment of any sum secured by any Fee Mortgage or for the performance of any other obligation thereunder and (vii) the sale or transfer by Lessor of its fee interest in the Property (including but not limited to any transfer pursuant to the foreclosure of Lessor's Mortgage, if any, or pursuant to deed in lieu of foreclosure