

be necessary to subordinate the Lessors' rights, title and interest in the leased premises, or to confirm such subordination, to the lien of any such mortgage and to each such renewal, extension, consolidation, replacement and modification thereof. If the Lessors shall fail at any time to execute and deliver any such mortgage or subordination instrument, the Lessee, in addition to any other remedy available to it in consequence thereof, may execute and deliver such mortgage or instrument as the attorney-in-fact of the Lessors, and the Lessors hereby appoint the Lessee such attorney-in-fact for that purpose.

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- (c) Within 30 days after the execution and delivery of any such mortgage of the fee, the Lessee shall serve upon the Lessors notice of the execution and delivery of such mortgage, together with a copy thereof, and of the note, bonds, extension agreement, consolidation agreement, participation agreement, or other instrument secured thereby.
- (d) Notwithstanding anything contained herein to the contrary, these subordination clauses shall not apply to the lien of any mortgage, renewal, extension, consolidation, replacement and modification thereof which, by its terms, provides for a date of maturity after the end of the 99-year term of this lease; and the Lessee hereby covenants on its behalf and on behalf of any assignees, sublessees, successors or other parties claiming under it that: (1) no mortgage, renewal, extension, consolidation, replacement and modification thereof shall be given covering any portion of the subject premises which by its terms provides for a date of

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