

14. This mortgage and all rights of any successors or assigns of the mortgagee or any holder of this mortgage are and shall always be subject and subordinate to all now or hereafter existing:

- (a)
  - (i) ground leases;
  - (ii) space leases;
  - (iii) operating leases;
  - (iv) any other type of lease, license or grant of term affecting the premises or any part thereof or any of the improvements thereon (collectively (i), (ii), (iii) and (iv) are hereafter "the leases");
- (b)
  - (i) fee and/or leasehold mortgages and/or deeds of trust affecting the premises or any portion thereof and/or any leasehold estate therein (collectively "mortgages");
- (c)
  - (i) building loan agreements; and
  - (ii) building loan mortgages and/or deeds of trust (collectively (i) and (ii) are hereafter "building loan instruments");
- (d)
  - (i) permanent loan agreements; and
  - (ii) permanent mortgages and/or deeds of trust (collectively (i) and (ii) are hereafter "permanent mortgage loan instruments");

and to all renewals, extensions, replacements, consolidations, correlations, releases and spreaders now or hereafter affecting the premises in whole or in part or dealing with or affecting in any manner or form any of the leases, mortgages, or building loan instruments and to all present and future advances made or to be made pursuant to the leases, mortgages or building loan instruments. In addition, this mortgage and all the rights of any successors or assigns of the mortgagee are and shall always also be subject and subordinate to the present and future rights of the Class I Limited Partners to receive and retain (i) the sum of \$72,000 annually from the cash flow generated each year after 1975 from the premises or any portion