

premises who has informed Tenant in writing that it holds such a mortgage and has furnished Tenant its address. Unless within ninety (90) days thereafter Landlord or Mortgagee shall cause said violation to cease or shall have taken appropriate steps to enjoin such violation, Tenant may cancel its Lease. The right to cancel the Lease shall be suspended during the pendency of any litigation to enjoin the violation provided it is diligently prosecuted.

"If such litigation is successful in eliminating such prohibited use from said shopping center, Tenant shall have no right of cancellation of this Lease on account of such violation; provided, however, this Paragraph shall not deprive the Tenant of any right, or rights, to damages or other relief, against the owner and holder of the record title to any other part of the shopping center premises (other than the premises hereby demised to Tenant) at the time of such violation, whether the same be to the present Landlord, or its successors or assigns. If such litigation shall be unsuccessful in eliminating such prohibited use from said shopping center, then Tenant shall have full right to cancel this Lease, without liability therefor.

"The Tenant shall have no right to terminate this Lease or to withhold rents because of a violation of the covenant in the first sub-paragraph of this Paragraph 28 occurring outside of the shopping center, but shall be free to pursue any other remedy available to it against anyone claiming by, through or under Landlord, its successors and assigns."

6. Said Lease shall be and the same is hereby amended by deleting in its entirety paragraph numbered 29.

7. Said Lease shall be and the same is hereby amended by adding to the Lease an additional paragraph numbered 35, reading as follows:

"A violation of any of the Landlord's covenants in this Lease contained in paragraphs numbered 3, 7, 11, 16, 17, 18 and 19 having to do with the portion of the shopping center to the East of a line formed by the extension Northerly and Southerly of the East outer wall of Tenant's building to Cedar Lane Road and the rear line of the service area, as shown on Exhibit "A" shall not entitle Tenant to cancel this Lease or withhold any fixed rental payable hereunder but shall entitle Tenant, at its option: (a) to require the exclusion and segregation of the demised premises and the initial parking and service areas from the remaining areas of the shopping center and terminate any and all rights of mutual user of the common areas herein extended to Landlord, other tenants and their employees, agents, suppliers, customers and invitees to the end that Tenant and its customers and invitees shall have the exclusive right of use of such areas, which right Tenant may enforce by such physical separation or regulation of use as it may deem necessary; or (b) to pursue any other legal or equitable remedies it may have by way of suit for damages and/or injunctive relief, such provision not to be applicable to New York Life Insurance Company should it become owner by default or foreclosure. Nothing in this paragraph shall restrict or preclude the - - - - -