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terms of such fee mortgage, in which Lessor shall be responsible for the prepayment charges payable to the holder of the fee mortgage to be satisfied as well as the principal balance payable to the holder of the fee mortgage to be satisfied, which principal balance (but not including prepayment charges) shall constitute a credit against the purchase price.

~~If there shall be a purchase of the Leased Premises under Section 10, 42 or 30 hereof, then the purchase shall be in accordance with subsection b. (iii) above.~~

(c) Lessor shall provide estoppel certificates in the usual form for the political jurisdiction where the Demised Premises are located duly executed and acknowledged by the holder of any fee mortgage which is not satisfied on closing of title, which estoppel certificates shall set forth unpaid principal balance, the last date to which interest was paid and stating that there are no defaults then existing under the terms of the fee mortgage or note secured thereby. In the event that estoppel certificates are not required of institutional mortgage lenders in the locality of the Demised Premises, then Lessee shall accept from any such holder of fee mortgages, in lieu of a estoppel certificate a letter or such other instrument as is usually required of institutional mortgage lenders in such locality, setting forth the information to be set forth in the estoppel certificate and duly executed by an officer of the institutional holder of the fee mortgage in question.

(d) The principal balance of all fee mortgage(s) which are taken subject to or assumed by Lessee as Purchaser, except for the principal balance of alternative mortgages, shall be credited against the Purchase Price.

(e) Lessee shall be responsible for all recording fees, transfer taxes, title search costs, title insurance premiums, survey charges and fees payable to the holders of fee mortgage(s) for the satisfaction of any such fee mortgage to be satisfied in connection with the purchase of the Leased Premises, but in any event shall not be responsible for Lessor's attorneys fees in connection with the conveyance of the Leased Premises.

Lessor's Financing of New Construction

(Section 32 of the Lease)

17. At Lessee's election, on notice to Lessor ("Lessee's Financing Notice") Lessor shall provide the financing to cover the cost of New Construction that Lessee shall elect to perform during the term of this

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