

of the purchased Out Parcel(s) and the owner of the balance of the Demised Premises and shall run with the land in perpetuity, except for cross easements for parking, which shall lapse on the later of: the expiration of the term of this Lease, as the same may be extended; or termination of any replacement lease entered into between Lessor and any leasehold mortgagee, or any nominee or designee of any leasehold mortgagee, in accordance with the provisions of this Lease.

Lessor covenants and agrees that, promptly upon request by Lessee therefor, that Lessor will execute, acknowledge and deliver any instrument or instruments requested by Lessee, or any of its successors or assigns to effectuate the provisions of Section 42 of the Lease.

Lessee covenants and agrees that it shall be responsible for payment of all closing expenses in connection with the purchase of Out Parcels in the same manner as provided in Section 31(e) of the Lease.

The purchase price for Out Parcel(s) shall be payable to Lessor on behalf of debts and the holders of fee mortgage(s) but not including the holder(s) of Alternative Mortgage(s).

In the event of an Out Parcel purchase as provided in Section 42 of the Lease, the amount of annual rent shall be adjusted at the time of refinancing, consolidation, extension and/or replacement of the first fee mortgage, or on satisfaction and/or payment in full of the principal amount of the first fee mortgage, as follows.

The adjusted annual rent shall be equal to the annual rent immediately prior to the purchase of the Out Parcel ("Prior Rent") less a sum equal to the product of: (i) the Prior Rent and (ii) a fraction, the numerator of which shall be the price paid for the Out Parcel and the denominator of which shall be the Purchase Price.

Should the Lessee exercise any of its rights of purchase under this Lease, the Purchase Price therein provided shall be reduced by the amounts paid for the purchase of Out Parcels, prior to being multiplied by the applicable percentages.

004

4328 RV-2