

(ii) The obligation of the mortgagor expressed in the Fee Mortgage made to Emigrant to provide insurance, to make payments of principal, interest, taxes and other charges and to keep the premises in good repair shall not be modified or abridged and the mortgagor shall also have the obligation to restore the Demised Premises if altered, damaged, demolished or charged so that there shall be no diminution in the value of the Demised Premises. The mortgagor may not make a Fee Mortgage superior to the Fee Mortgage made to Emigrant so long as the Fee Mortgage made to Emigrant remains a lien against the premises. There shall be no other modification of the obligations of the mortgagor. The holder of the Fee Mortgage made to Emigrant shall accept performance by the Lessee of the foregoing obligations, if Lessee shall, at its option, elect to perform same.

(iii) In the event of a sale of an Out Parcel by Landlord or the release from the lien of the Fee Mortgage of an Out Parcel, the proceeds of the sale or the release proceeds, less expenses, shall be paid over to the holder of the Fee Mortgage made to Emigrant to reduce the amount due on the Fee Mortgage.

(iv) The Fee Mortgage made to Emigrant is a fee mortgage permitted pursuant to the terms of the Lease.

(v) Any insurance or condemnation proceeds payable to Landlord under the terms of the Lease, which are not to be paid over to Tenant or to a Proceeds Holder for payment over to Tenant under the terms of the Lease, shall at the election of holder of the Fee Mortgage made to Emigrant, be paid over to the holder of the Fee Mortgage made to Emigrant to be applied in reduction of the principal balance of said Fee Mortgage.

(vi) In the event that Tenant shall exercise an option to purchase the Demised Premises under the provisions of Sections 10 and 12 of the Lease, then at the election of Tenant as purchaser of the Demised Premises, all Fee Mortgages shall thereupon

Handwritten initials: "AD" and "9770"

Vertical stamp: "0049"

Vertical stamp: "4328 RV-2"