

13. The second sentence of ARTICLE VI on page 8 of the Lease is modified and amended to read as follows:

"Such mortgagee of Leasehold rights and all parties succeeding to the rights of such mortgagee shall not be liable under any of the Lessee's covenants herein except while it is the owner of the Lessee's estate, if such Mortgagee has acquired Lessee's estate by foreclosure, an assignment in lieu of foreclosure, or otherwise, or after it has encroed into a new lease under the provision of this ARTICLE VI."

14. The first full paragraph and subparagraphs "1" and "2" of ARTICLE VI on pages 12 and 13 of the Lease are deleted and the following language substituted in place and in stead thereof:

If the Lessee obtains financing for the improvements to be erected on the premises and if the lender or lenders require the subordination of the Lessor's right to receive rent under this Lease and/or abatement of rent as hereinabove provided, then at the time of such subordination and/or agreement to abate rent and at all times while such subordination and/or agreement to abate rent is in effect the Lessee agrees to deposit with the Lessor the sum of Two Hundred Thousand and no/100ths (\$200,000.00) Dollars, either in cash or in United States Treasury obligations or other such securities acceptable to the Lessor, which shall represent advance payment of the minimum base rental due and payable under the terms of Article III of this Lease for the last five (5) years that any subordination of the Lessor's right to receive rent and/or rent abatement provision is effective. If this Lease is terminated by the Lessor for default on the part of the Lessee or if the First Mortgage is foreclosed, or if the Lessee executes a deed in lieu of foreclosure of the First Mortgage, no part of the amount so deposited shall be refunded to the Lessee. If this Lease is terminated for any reason other than default on the part of the Lessee, foreclosure of the First Mortgage, or assignment in lieu of foreclosure of the First Mortgage as hereinabove provided then that portion of the amount deposited for which the minimum rent has not accrued shall be refunded to the Lessee. The Lessee shall be entitled to the interest on the said amount deposited or any part thereof not applied on accrued rent unless there is a default by the Lessee under the terms of this Lease resulting in a cancellation thereof or a foreclosure of the First Mortgage or an assignment given by the Lessee in lieu of foreclosure, as hereinabove provided.

This provision shall be terminated and of no further force and effect after the sale on foreclosure of the First Mortgage or the acceptance of an assignment in lieu thereof.

If there is a default in any leasehold mortgage and such default is not promptly cured by the Lessee, such default shall constitute a default hereunder and the Lessor shall have the right to terminate this lease; however, any such termination shall be subject to the lien of the First Mortgage and to the rights of the First Mortgagee as such terms are defined in this Lease.

(Continued on next page)