

(ii) Second: To the payment to the holder of such leasehold Mortgage(s) or other encumbrance on Tenant's leasehold interest hereunder to be applied to the default balance due; and

(iii) Third: To the payment of Tenant's obligation to pay basic rent as specified in Section 3 hereof.

(b) There shall be no cancellation, surrender or modification of this lease by joint action of Landlord and Tenant without the prior consent in writing of the leasehold Mortgagee(s);

(c) Landlord shall, upon serving Tenant with any notice of default, simultaneously serve a copy of such notice upon the holder(s) of such leasehold Mortgage(s). The leasehold Mortgagee(s) shall thereupon have the same period, after service of such notice upon it, to remedy or cause to be remedied the defaults complained of, and Landlord shall accept such performance by or at the instigation of such leasehold Mortgagee(s) as if the same had been done by Tenant;

(d) If the Landlord shall elect to terminate this lease by reason of any default of Tenant, the leasehold Mortgagee(s) shall have the right to postpone and extend the specific date for the termination of this lease as fixed by Landlord in its notice of termination, for a period of not more than six (6) months, during which time all basic rental payable pursuant to Section 3 hereof shall abate provided that such leasehold Mortgagee(s) shall pay the additional rent and comply with and perform all of the other terms, conditions and provisions of this lease on Tenant's part to be complied with and performed, other than the payment of basic rent and past defaults, and provided further that the leasehold Mortgagee(s) shall forthwith take steps to acquire or sell Tenant's interest in this lease by foreclosure of the Mortgage(s) or otherwise and shall prosecute the same to completion with all due diligence. If at the end of said six (6) month period the leasehold Mortgagee(s) shall be actively engaged in steps to acquire or sell Tenant's interest herein, the time of said Mortgagee to comply with the provisions of this Section 21 shall be extended for such period as shall be reasonably necessary to complete such steps with reasonable diligence and continuity;

(e) In the event the leasehold Mortgagee acquires title to the leasehold interest of Tenant hereunder by means of a foreclosure sale, voluntary assignment or otherwise, or in the event said leasehold interest is acquired at a foreclosure sale thereof, such leasehold Mortgagee or purchaser at said foreclosure sale, as the case may be, and their successors and all subsequent assignees of said leasehold interest or any portion thereof shall have no obligation whatsoever to pay the basic rent provided in Section 3 hereof and the same shall not be due and payable for the remainder of the term hereof and any extensions and renewals hereof. Said Mortgagee or purchaser and any such subsequent assignee of said leasehold interest shall have the right to assign said leasehold interest or any portion thereof to any person or entity whatsoever; provided, however, that such an assignment shall not be valid and shall have no effect unless and until the assignee assumes in writing all of the obligations, except, however, the payment of basic rent of the Tenant herein; and, upon any such assignment and assumption, said Mortgagee or any such purchaser or assignee shall have no further obligations or liabilities to Lessor by reason of this Lease or the acquisition of the leasehold interest by said Mortgagee or said purchaser or any such assignee. Notwithstanding anything contained above to the contrary, the leasehold Mortgagee(s) shall in no event accelerate the mortgage indebtedness or otherwise proceed to enforce any of its remedies under its Mortgage, including, without limitation, foreclosure of the leasehold interest without first giving Landlord written notice of the default by Tenant under said Mortgage and allowing Landlord ten (10) days to cure any payment default and thirty (30) days to cure any non-payment default and also allowing Landlord a period of sixty (60) days to pay the Mortgage indebtedness in full and thus cause said Mortgage and the rights of the Mortgagee thereunder to be satisfied and terminated.

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