

right of the holder of any leasehold Mortgage). Any such sublease shall not be named or joined in any action or proceeding by Landlord under this lease to recover possession of the Demised Premises or for any other relief. Landlord shall, upon request, execute, acknowledge and deliver such agreements evidencing and agreeing to the foregoing as each sublessee shall require. Any act required to be performed by Tenant pursuant to the terms of this lease may be performed by any sublessee of Tenant occupying all or any part of the Demised Premises and the performance of such acts shall be deemed to be performed by Tenant and shall be acceptable as Tenant's act by Landlord.

**SECTION 20. Mortgages:** Landlord hereby covenants and agrees that during the term of this lease (and extensions thereof) Landlord shall not have the right or power to mortgage or otherwise create any security or other liens or encumbrances upon or affecting the fee interest in the Demised Premises, or buildings, improvements, fixtures, equipment or other property thereon, or any part thereof, at any time and from time to time, and Landlord shall not have the right or power to mortgage or to modify, extend, renew, replace, refinance or otherwise change or affect any leasehold mortgage as described in Section 21 hereof at any time or from time to time created by Tenant pursuant to this lease.

**SECTION 21. Leasehold Mortgages:** Tenant and every successor and assign of Tenant (including, but not limited to, any sublessee of Tenant, but only with Tenant's prior consent) is hereby given the right by Landlord in addition to any other rights herein granted, without Landlord's prior written consent, to mortgage its interests in this lease, or any part or parts thereof, and any sublease(s) under one or more first leasehold Mortgage(s) and/or under a purchase money first or second leasehold Mortgage(s) in connection with any sale of such interest, and assign this lease, or any part or parts thereof, and any sublease(s) as collateral security for such Mortgage(s), upon the condition that all rights acquired under such Mortgage(s) shall be subject to each and all of the covenants, conditions and restrictions set forth in this lease, and to all rights and interests of Landlord herein, none of which covenants, conditions or restrictions is or shall be waived by Landlord by reason of the right given so to mortgage such interest in this lease, except as expressly provided herein. If Tenant and/or Tenant's successors and assigns (including, but not limited to, any sublessee of Tenant, but only with Tenant's prior consent) shall mortgage this leasehold, or any part or parts thereof, and if the holder(s) of such Mortgage(s) shall, within thirty (30) days of its execution, send to Landlord a true copy thereof, together with written notice specifying the name and address of the Mortgagee and the pertinent recording data with respect to such Mortgage(s), Landlord agrees that so long as any such leasehold Mortgage(s) shall remain unsatisfied of record or until written notice of satisfaction is given by the holder(s) to Landlord, the following provisions shall apply:

(a) Landlord agrees that the annual basic rental due to be paid by Tenant as set forth in Section 3 hereof shall be subordinated to any leasehold Mortgage(s) or assignment by Tenant of its leasehold interest hereunder for the purpose of securing the construction and/or permanent financing of the cost of the buildings and improvements to be constructed by Tenant on the Demised Premises. In the event Tenant shall be in default in its payments or other obligations pursuant to such construction and/or permanent financing, the annual basic rental as set forth in Section 3 hereof shall be applied in the following priority thereafter throughout the remaining term of this lease and any extensions thereof so long as such default by Tenant pursuant to construction and/or permanent financing shall exist:

(i) First: To the payment of all obligations of Tenant under this lease exclusive of basic rental payments and to the payment of the additional rental due to Landlord hereunder;

RECORDED

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