

3. The Tenant agrees that it will give notice to any holder of the Mortgage, provided such holder (other than the Bank) shall have notified the Tenant in writing of its name and address, of any defaults of Landlord under the Lease which would entitle the Tenant to terminate the Lease or abate the rental payable thereunder, specifying the nature of the default by Landlord, and thereupon the holder of the Mortgage shall have the right, but not the obligation, to cure such default and the Tenant will not terminate the Lease or abate the rental payable thereunder by reason of such default unless and until it has afforded the holder of the Mortgage thirty (30) days, after such notice, to cure such default and a reasonable period of time in addition thereto if circumstances are such that said default cannot reasonably be cured within said 30-day period, provided, however, the Tenant shall not be required to deliver such notice to the holder of the Mortgage or to extend to it an opportunity to perform in respect of emergency repairs which the Tenant is permitted to make under the provisions of Article 11 of the Lease.

4. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors in interest. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns, and without limiting same, it is expressly understood that all references herein to Mortgagee shall be deemed to include also any subsequent holder of the Mortgage and/or any person succeeding to title to the mortgaged premises (whether by virtue of foreclosure, or deed in lieu thereof or pursuant to the exercise of any rights and remedies under the Mortgage, or otherwise.

IN WITNESS WHEREOF, the subscribing parties have caused these presents to be executed by their duly authorized officers