

to acquire or sell Tenant's interest in this Lease by foreclosure of the Mortgage or otherwise and shall prosecute the same to completion with due diligence. If at the end of the six (6) month period the Leasehold Mortgagee 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 shall be extended for such period as shall be reasonably necessary to complete such steps with reasonable diligence and continuity;

(e) Landlord agrees that the name of the Leasehold Mortgagee may be added to the "Loss Payable Endorsement" of any and all insurance policies required to be carried by Tenant hereunder on condition that the insurance proceeds are to be applied in the manner specified in this lease and that the Leasehold Mortgagee or collateral document shall so provide;

(f) Landlord agrees that in the event of the termination of this lease by reason of any default by Tenant other than for nonpayment of basic rent, Landlord will enter into a new lease of the Demised Premises* with the Leasehold Mortgagee or its nominee(s), for the remainder of the term, effective as of the date of such termination, at the same basic rent and upon the terms, covenants and conditions as contained in the Lease and subject only to the same conditions of title as this Lease is subject to on the date of the execution hereof, and to the rights, if any, of any parties then in possession of any part of the Demised Premises, provided;

*if so requested by the leasehold Mortgagee,

(1) The Mortgagee or its nominee shall give notice to Landlord of such new lease within thirty (30) days after the date of such termination and such notice shall be accompanied by payment to Landlord of all sums then due to Landlord and not paid by Tenant pursuant to this Lease;

(2) The Mortgagee or its nominee shall pay to Landlord at the time of the execution and delivery of such new lease, any expenses, including reasonable attorneys' fees, to which Landlord shall have been subjected by reason of such default;

977

002

4328 RV-2