

time of the execution and delivery thereof be due under this Lease but for such termination, and in addition pays to Landlord any and all expenses, including reasonable attorneys' fees, court costs and disbursements incurred by Landlord in connection with any such Default and termination, as well as in connection with the execution and delivery of such new lease,

(c) Such new lease shall provide that, with respect to each sublease which immediately prior to the termination of this Lease was superior to the lien of the Leasehold Mortgage held by the Leasehold Mortgagee who obtains such new lease, the Leasehold Mortgagee, as tenant under the new lease, shall be deemed to have recognized the sublessee pursuant to the terms of the sublease as though the sublease had never terminated but had continued in full force and effect after the termination of the term of this Lease, and to have assumed all of the obligations of the sublessor under the sublease accruing from and after the termination of this Lease,

(d) Each sublessee of the Premises whose sublease was in force and effect immediately prior to termination of this Lease, and which did not expire of its own terms prior to the delivery of said new lease, shall attach to the tenant under said new lease, and

(e) Any new lease made in accordance with the provisions of this Section 14.3 and the leasehold estate thereby created shall, subject to the same conditions contained in this Lease, continue to maintain the same priority as this Lease with regard to any then existing Leasehold Mortgage

14.4 Leasehold Mortgagee, Further Assurances Landlord and Tenant shall cooperate in including in this Lease, by suitable amendment from time to time, any provision that may be reasonably requested by any proposed Leasehold Mortgagee which is a Designated Lender for the purpose of implementing the mortgagee protection provisions contained in this Lease by (i) allowing such Leasehold Mortgagee reasonable means to protect or preserve the lien of its Leasehold Mortgage upon the occurrence of a default under the terms of this Lease, and (ii) **confirming the elimination of the ability of Tenant to modify, terminate, or waive this Lease or any of its provisions without the prior written approval of such Leasehold Mortgagee** Landlord and Tenant each agree to execute and deliver (and to acknowledge, if necessary, for recording purposes) any such amendment, provided, however, that any such amendment shall not in any way affect the Term or Rent under this Lease nor otherwise in any material respect adversely affect any rights or obligations of Landlord under this Lease, and, provided further, that any such amendment shall be subject to approval by Landlord's City Council. Neither disapproval by Landlord's City Council of such an amendment for any reason whatsoever, nor any delay by Landlord's City Council of ninety (90) days or less (after Landlord's receipt of Tenant's written notice containing the specific provisions of each amendment requested) in deciding to approve or disapprove such an amendment (disregarding the 30-day or other applicable period concerning the effective date of such an ordinance, and further disregarding the effect of any referendum), shall result in any liability to Landlord or affect any time periods set forth in this Lease or the First Phase Agreement