

1137-508

NOW, THEREFORE, for and in consideration of the sum of One Dollar, cash in hand paid, receipt whereof is hereby acknowledged and in consideration of the respective covenants herein made, the parties agree as follows:

1. Tenant hereby agrees that its Lease and its rights thereunder shall be and continue to be and are hereby made subject, inferior, and subordinate in each and every respect to the Mortgage of Bankers Trust, to any and all advances made or to be made thereunder, and to any and all renewals, modifications, extensions, substitutions, replacements; and/or consolidations of the Mortgage of Bankers Trust.

2. If the interest of Landlord shall be transferred to and owned by Bankers Trust by reason of foreclosure or other proceedings brought by it, or by any other manner, Bankers Trust at its sole option may either cancel the Lease or succeed to the interest of the Landlord under the Lease. If Bankers Trust elects to cancel the Lease, it shall have no further liability or obligation to Tenant and Tenant shall immediately vacate the premises. If Bankers Trust elects to succeed to the interest of the Landlord, under the Lease, or if some third party as the purchaser (hereinafter "Purchaser") at a foreclosure sale elects to succeed to the interest of the Landlord under the Lease, Tenant shall be bound to Bankers Trust or such Purchaser under all of the terms covenants, and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals

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