

Landlord has, and the holder of said Mortgage shall be entitled to the benefits of any Force Majeure clause contained in the Lease.

7. Tenant hereby states that said Lease is currently in full force and effect, there is no default on the part of either party thereto, and that the Lease has not been modified or been amended in any way.

8. So long as Tenant is not in default in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease (beyond any period given Tenant to cure such default), and provided Bankers Trust or its successors, assigns or subsequent Purchaser has elected to succeed to the interest of the Landlord, Bankers Trust for itself, its successors, and assigns, agrees as follows:

(a) The right of possession of Tenant to the premises and Tenant's rights arising out of the Lease shall not be affected or disturbed by Bankers Trust in the exercise of any of its rights under the Mortgage or the note secured thereby, and Bankers Trust agrees that Tenant and its successors and assigns shall be entitled to remain in possession of the premises and enjoy all rights and privileges granted to Tenant under the Lease for the original term and any renewals thereof; further, provided that no Tenant shall be named a party defendant to any foreclosure of the lien on the mortgage for the purpose of terminating Tenant's rights under the Lease.

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