

of the respective covenants herein made, the parties agree as follows:

1. Tenant hereby agrees, subject to the terms of Paragraph 8 hereof, 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, and Bankers Trust succeeds to the interest of the Landlord under the Lease, or if some third party as the purchaser (Hereinafter "Purchaser") at a foreclosure sale or otherwise succeeds to the interest of the Landlord under the Lease, Tenant shall be bound to Bankers Trust or such Purchaser and Bankers Trust or such Purchaser shall be bound to Tenant under all of the terms, covenants, and conditions of the Lease for the balance of the term thereof remaining and any extensions or renewals thereof which may be effected in accordance with any option therefore in the Lease, with the same force and effect as if Bankers Trust or such Purchaser were the Landlord under the Lease, and Tenant does hereby attorn to Bankers Trust, or such Purchaser, as its Landlord, said attornment to be effective and self-operative without the execution of any further instruments on the part of any of the parties hereto or such Purchaser, immediately upon Bankers Trust, or such Purchaser, succeeding to the interest of the Landlord under the Lease and notifying Tenant of its decision to retain the Lease; provided, however, that

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