

(b) In the event that Bankers Trust or any other person acquires title to the Mortgaged Premises, pursuant to the exercise of any remedy provided for in the Mortgage, the Lease shall not be terminated or affected by said foreclosure or sale or transfer in lieu of foreclosure or any other such proceeding, and the rights of the Tenant under its Lease shall expressly survive and Bankers Trust hereby covenants that any sale of the Mortgaged Premises pursuant to the exercise of any rights and remedies under the Mortgage or otherwise shall be made subject to the Lease and the rights of the Tenant thereunder.

9. To the extent that the Lease shall entitle the Tenant to notice of any mortgage, this Agreement shall constitute such notice to the Tenant with respect to the Mortgage and to any and all renewals, modifications, extensions, substitutions, replacements, and/or consolidations of the Mortgage.

10. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by the parties hereto or their respective successors in interest.

11. The agreements herein contained shall bind and inure to the benefit of the respective parties hereto, their heirs, legal representatives, successors, and assigns, and without limiting such, it is expressly understood that all references herein to Bankers Trust shall be deemed include also any subsequent holder of the Mortgage and/or any persons succeeding to title to the Mortgaged Premises, whether by virtue of foreclosure or pursuant to the exercise of any rights and remedies under the Mortgage or otherwise.

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