

Tenant shall be under no obligation to pay rent to Bankers Trust or such Purchaser until Tenant receives written notice from Bankers Trust or such Purchaser that it has succeeded to the interest of the Landlord under the Lease. The respective rights and obligations of Tenant and Bankers Trust, or such Purchaser, upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth herein; it being the intention of the parties hereto for this purpose to incorporate the Lease in this Agreement by reference with the same force and effect as if set forth at length herein, except, however, that Bankers Trust or such Purchaser shall not be bound by any provision of the Lease which requires the Landlord to construct additional space on demand of Tenant. This provision shall be self-operative, but the Tenant agrees to execute and deliver such other additional instruments as may be requested in order to effectuate such attornment.

3. Tenant agrees that upon receipt of a true copy of an executed assignment of leases and rents under which all leases and rents as to the Mortgaged Premises, including the Lease, are assigned to Bankers Trust as security for the loan, the undersigned will acknowledge in writing receipt thereof.

4. Tenant agrees that it will not join in any change or modification of the Lease or anticipate rentals thereunder without written consent of Bankers Trust.

5. Tenant acknowledges that the interest of the Landlord in the Lease will be assigned to Bankers Trust solely as security for the purpose indicated in the said instrument of assignment, and that Bankers Trust will assume no duty, liability, or obligation whatever under the Lease, or any extension thereof, by virtue of said assignment.