

4. Assignor hereby designates the Trustee to receive all notices, demands, documents and other communications, and to receive all rents and other payments of every kind and nature, and all tenders and all security, which Tenant is required or permitted to give, make, pay or deliver to or serve upon the lessor under the Lease, and directs Tenant to remit or deliver directly to the Trustee at the address of the Trustee set forth above, or at such other address as the Trustee may from time to time specify, all such notices and other items and all rents and other moneys and security now or hereafter due or receivable by the Lessor under the Lease, and no such payment or delivery made by Tenant shall be of any force or effect unless made to the Trustee as above provided.

5. Assignor agrees that said assignment and the designation and directions hereinabove set forth are irrevocable, and that it will not, while said assignment, designation and directions are in effect or thereafter until Tenant has received from the Trustee notice of the termination thereof, make any other assignment, designation or direction inconsistent therewith, and that any assignment, designation or direction inconsistent therewith shall be void. The Assignor will from time to time, upon request of the Trustee, execute all instruments of further assurance and all such supplemental instruments as the Trustee may specify.

6. Tenant consents to the foregoing provisions of this Agreement, and agrees to pay and deliver to the Trustee, as hereinabove provided, in the manner and at the times and in the amounts specified in the Lease, all rentals and other moneys and securities assigned to the Trustees, or amounts equal thereto, without any set-off, counterclaim, abatement, deduction or defense, without regard to the amount, if any, which the Tenant may be obligated to pay Assignor or other persons claiming by, through or under Assignor, whether as rent or other money. The Tenant further agrees to deliver to the Trustee all notices, demands and other instruments which are required or permitted to be delivered by it under the Lease with copies to the Assignor. If the Tenant shall make any payment or delivery inconsistent with this paragraph 6, such payment or delivery shall be neither valid nor effective as a payment or delivery for purposes of the Lease, this Agreement or the Indenture.

7. The liabilities, obligations and undertakings of the Tenant under the Lease shall not be diminished or deferred for any reason whatsoever, including without limitation, (i) the invalidity or unenforceability of the Lease or any provision thereof, whether because the Lease or a memorandum thereof or any financing statements with respect thereto have not been filed, registered or recorded as may be required by applicable law, or because the Lessor may not have had good right or lawful authority to lease the Premises to the Tenant (even if the Assignor may not have had sufficient title to the Premises at the time of the leasing thereof to the Tenant), or because the Assignor may not have complied with applicable law, or because of any other reason similar or dissimilar to the foregoing, or (ii) the invalidity or unenforceability of the Indenture, this Agreement or any provision of either thereof, whether because the Indenture or this Agreement or any financing statements with respect thereto have not been filed, registered or recorded as may be required by applicable law, or because of revocation, or because of any other reason similar or dissimilar to the foregoing.

8. The Assignor and the Tenant agree that, except as expressly provided for in the Lease, they will not enter into any agreement subordinating, amending, modifying or terminating the Lease without the prior written consent thereto of the Trustee, and that any such attempted amendment, subordination, modification or termination without such consent shall be void. If the Lease shall be modified as expressly provided for therein, the Lease as so modified shall continue to be subject to all provisions of this Agreement without any further act by the parties hereto. Tenant agrees that it will remain obligated under the Lease in accordance with its terms and that it will take no action to terminate, rescind or avoid the Lease, notwithstanding the insolvency, bankruptcy, liquidation, reorganization, readjustment, composition, dissolution, winding-up or other proceeding affecting Assignor or any assignee of Assignor, or any action with respect to the Lease which may be taken by any trustee or receiver of Assignor or of any assignee of Assignor in any such proceeding or by any court in any such proceeding.