

further consent of the Lessee, including, without limitation, (i) any of the reasons referred to in section 14 of the Lease; or (ii) the invalidity or unenforceability of the Lease or any provision thereof, whether because the Lease or a memorandum thereof or financing statements 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 Property or any part thereof to the Lessee (even if the Lessor may not have had sufficient title to the Property or any part thereof at the time of the leasing thereof to the Lessee), or because the Lessor may not have complied with applicable law, or because of any other reason similar or dissimilar to the foregoing; or (iii) the invalidity or unenforceability of this Lease Assignment, or any provision hereof, whether because this Lease Assignment or financing statements 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; or (iv) the waiver by the lessor under the Lease or the Trustees or either of them of the observance or performance by the Lessee of any of the obligations or undertakings contained in the Lease, this Lease Assignment or any other instrument to which the Lessee is a party or by which it is bound or which affects the Property or any part thereof; or (v) the extension of the time for payment by the Lessee of any Basic Rent, Additional Rent, liquidated damages or other amounts, payments, tenders or security or any other sums or any part thereof owing or payable under any of such instruments, or of the time for performance by the Lessee of any other obligations under or arising out of any of such instruments, or the extension or the renewal of any thereof; or (vi) the modification or amendment (whether material or otherwise) of any obligation or undertaking of the Lessee set forth in any of such instruments; or (vii) the taking or the omission of any of the actions referred to in any of such instruments; or (viii) any failure, omission, delay or lack on the part of the lessor under the Lease or the Trustees or either of them to enforce, assert or exercise any right, power or remedy conferred on the lessor under the Lease or the Trustees or either of them in any of such instruments or any action on the part of the lessor under the Lease or the Trustees or either of them granting indulgence or extension in any form; or (ix) the voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshaling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition or readjustment of, or other similar proceeding affecting, or in connection with such proceeding affecting, the Lessee or any of its assets, the Lessor or any of its assets, or the disaffirmance of the Lease in any such proceeding; or (x) the release or discharge of the Lessee from the performance or observance of any obligation or undertaking contained in any of such instruments by operation of law; or (xi) the release, substitution or replacement (whether or not in accordance with terms of the Lease) of the Property or any part thereof; or (xii) the receipt and acceptance by the lessor under the Lease or the Trustees or either of them of notes, checks or other instruments for the payment of money made by the Lessee and extensions and renewals thereof; or (xiii) the substitution or release of any security for the Lessor's Note or the Notes or the issuance of additional Notes (whether or not in accordance with the Indenture); or (xiv) any other cause, whether similar or dissimilar to the foregoing.

(b) The Lessee hereby expressly agrees that its obligations hereunder shall be absolute and unconditional, irrespective of the validity, regularity, legality or enforceability of the Lessor's Note or the Notes or any thereof, the Indenture, the Lease, or any other instrument, writing or arrangement relating thereto, or the merger or consolidation of the Lessor or the Lessee, or any other event or circumstance which might otherwise constitute a legal or equitable discharge or defense of a guarantor, indemnitor or surety under the laws of the jurisdiction in which the Property is located or any other jurisdiction, including without limitation any failure of, or delay in, due and timely presentation, demand and protest thereof, and regardless of any change of circumstances, whether or not foreseen or foreseeable, whether or not imputable to the Lessee and whether or not such change of circumstances shall or might in any manner and to any extent vary the risk of the Lessee hereunder, and irrespective of any present or future law or order of the jurisdiction in which the Property thereof is located, or any other jurisdiction (or any agency thereof), purporting to reduce, amend or otherwise affect any obligation of the Lessee under the terms of this Lease Assignment or the Lease, or any other instrument, writing or arrangement relating hereto or thereto or to vary the terms of payment