10

NI)

S)

O-

AND TO SOME

condemnation, requisition or otherwise for any reason, (iii) the prohibition, limitation or restriction of Lessee's use of all or any part of the Leased Premises, or any interference with such use, (iv) any eviction by paramount title or otherwise, (v) Lessee's acquisition or ownership of all or any part of the Leased Premises, otherwise than pursuant to an express provision of this Lease, (vi) any default on the part of Lessor under this Lease or under any other agreement to which Lessor and/or Lessee may be parties, or (vii) any other cause whether similar or dissimilar to the foregoing, any present or future law to the contrary notwithstanding and whether or not Lessor or Lessee shall have knowledge of any of the foregoing. It is the intention of the parties hereto that the obligations of Lessee hereunder shall be separate and independent covenants and agreements, that the Basic Rent, the Additional Rent and all other sums payable by Lessee hereunder shall continue to be payable in all events and that the obligations of Lessee hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

- (c) Lessee agrees that it will remain obligated under this Lease in accordance with its terms, and that it will not take any action to terminate, rescind or avoid this Lease, notwithstanding (i) the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting Lessor, or any assignee of Lessor, in any such proceeding and (ii) any action with respect to this Lease which may be taken by any trustee or receiver of Lessor, or any assignee of Lessor, in any such proceedings or by any court in any such proceeding.
- (d) Lessee waives all rights which may now or hereafter be conferred by law (i) to quit, terminate or surrender this Lease or the Leased Premises or any part thereof, or (ii) to any abatement, suspension, deferment or reduction of the Basic Rent, Additional Rent or any other sums payable under this Lease, except as otherwise expressly provided herein.
- (e) The Lessee, notwithstanding any other provision of this Lease and irrespective of any breach of any representation, covenant, agreement or undertaking of any nature whatsoever made by the Lessor, shall have no claim or right to proceed against any creditor of Lessor, or representative of such creditor or the holder of any Bond or