

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 the request of the Assignee, execute all instruments of further assurance and all such supplemental instruments as the Assignee may request.

6. The Lessee consents to the foregoing provisions of this Agreement, and agrees to pay and deliver to the Assignee, as hereinabove provided, all rentals and all other moneys and security assigned to the Assignee, without any offset, counterclaim, deduction or defense, and will not seek to recover from the Assignee any moneys paid to the Assignee by virtue of this Assignment, and will deliver to the Assignee all notices, offers and other instruments whatsoever which may be delivered by it under the Lease. Nothing in this Assignment shall be construed to prevent the Lessee from claiming any moneys payable to the Lessee pursuant to the provisions of the Lease or from obtaining injunctive relief against Lessor as provided in the Lease.

7. The Assignor and the Lessee each agree that they will not enter into any agreement subordinating, amending, modifying or terminating the Lease, without the consent thereto in writing of the Assignee, and that any attempted subordination, amendment, modification or termination without such consent shall be void. The Lessee hereby covenants and agrees, for the benefit of the Assignee, that it will remain obligated under the Lease in accordance with its terms, and that it will not take any action to terminate, rescind or avoid the Lease, in the event of the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding-up or other proceeding affecting the Assignor or any assignee of the Assignor, or in the event of any action with respect to the Lease which may be taken by any trustee or receiver of the Assignor or of any such assignee or by any court in any such proceeding.

8. The Assignor and the Lessee agree that (i) if, pursuant to the Lease, the Lessee shall offer to purchase the Property, notice of acceptance of such offer shall be deemed validly given if given by the Assignee, and (ii) if, pursuant to the Lease, the Lessee shall offer, exercise a right, or become obligated to purchase the Premises or any part thereof or interest therein or in any net award or net proceeds as defined therein pursuant to any provision of such Lease, the Lessee or its nominee for such purpose will accept a deed or other instrument conveying and transferring the Premises or such part thereof or such interest, as the case may be, which is executed and delivered by the Assignee pursuant to the power of attorney or agency to do so, which is set forth in paragraph 1 hereof as being in compliance with the provisions of the Lease. The Lessee further agrees that if it should become necessary for the Assignee or any other party to institute any foreclosure or other judicial proceeding in order that title to the Premises may be conveyed to the Lessee or its nominee, the time within which delivery of the deed to the Premises may be made shall be extended to the extent necessary to permit the Assignee or such other party to institute and conclude such foreclosure or other judicial proceeding; and the Lessee and the Assignor agree that the Lease shall not terminate, but shall continue in full force and effect until the expiration of such period of extension.

9. As long as any Notes are outstanding, the Lessee will deliver to the Assignee as soon as practicable after the end of each fiscal year of the Lessee and in any event within

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