

§ 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 Trustee and that any attempted subordination, amendment, modification or termination of the Lease without such consent shall be void; and the Lessee hereby covenants and agrees with the Trustee for the benefit of the holders from time to time of the Notes 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, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceeding affecting the Assignor or any assignee or transferee of the Assignor, and notwithstanding any action with respect to the Lease which may be taken by any trustee or receiver of the Assignor or any such assignee or transferee or by any court in any such proceeding. In the event of any amendment or modification of the Lease, whether in the manner provided for therein or herein or otherwise, the Lease shall remain subject to all provisions of this agreement as fully and completely as though no such amendment or modification had been made.

§ 8. The Lessee agrees that if it shall be permitted or required to purchase the Premises or any part thereof pursuant to any provision of the Lease, the Lessee will accept a deed, bill of sale or other instrument conveying and transferring the Premises or any part thereof which is executed and delivered by the Trustee or by any successor Trustee as being in compliance with the provisions of the Lease, provided in the case of said deed that a title company satisfactory to the Lessee will insure that the said deed so executed by the Trustee conveys such title as the Lessee is entitled to receive under the Lease. The Lessee further agrees that if it should become necessary for the Trustee or any other party to institute any foreclosure or other judicial proceeding in order that title to the Premises or any part thereof may be conveyed to the Lessee, the time within which delivery of said deed or bill of sale covering the Premises or any part thereof may be made shall be extended to the extent necessary to permit the Trustee 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.

(CONTINUED ON NEXT PAGE)