

assigned to the Trustees pursuant to this Agreement, without notice, demand, offset, counterclaim, abatement, deduction or defense for any reason, so that at all times the such sums shall be received by the Trustee for application to the payment of principal and interest on the Notes, when due and payable, and Lessee will not, for any reason whatsoever, seek to recover from the Trustee any moneys paid to the Trustee by virtue of this Assignment. Lessee agrees to deliver to the Trustee original or conformed copies of all notices and other instruments which it may deliver pursuant to the Lease. As long as this Agreement is in effect, no such payment or delivery made by Lessee shall be of any force or effect unless made to the Trustee as provided above.

7. (a) Assignor and Lessee agree that they will not enter into any agreement subordinating, amending, modifying or terminating the Lease (except as expressly permitted therein) without the consent thereto in writing of the Trustees and that any attempted subordination, amendment, modification or termination without such consent shall be void; provided, however, the Assignor and Lessee may agree to amend the Lease to increase the rent payable by Lessee thereunder, to increase the Lessee's insurance obligations thereunder or to increase any other immaterial payment obligation of Lessee without the consent thereto in writing of the Trustees. If the Lease shall be amended as permitted