

4. The Assignor agrees that this assignment of the Lease and the designation and directions to the Lessee hereinabove set forth are irrevocable and that it will not, while the assignment made by this Agreement is in effect or thereafter until the Lessee has received from the Trustee notice of the termination thereof, take any action as lessor under the Lease or otherwise which is inconsistent with this assignment, or make any other assignment, designation or direction inconsistent herewith, and that any assignment, designation or direction inconsistent herewith shall be void. The Assignor and the Lessee will from time to time, upon the request of the Trustee, execute all instruments of further assurance and all such supplemental instruments as the Trustee may specify. Assignor hereby represents and warrants that Assignor has not executed any prior assignment of said Lease or of the rents, income, revenues, issues, profits, proceeds, awards, moneys and security payable or to become payable thereunder, nor has Assignor performed any acts or executed any other instrument which might prevent the Trustees from operating under any of the terms and conditions of this assignment or which would limit the Trustees in such operation. No failure or delay in exercising any of the rights, remedies or powers under this assignment shall constitute a waiver thereof nor of any default of the Assignor. Any right, remedy or power herein contained may be exercised by the Trustees either independently of, or concurrently with, any other right, remedy or power contained herein or in the Mortgage. Any action taken by the Trustees hereunder shall not cure or waive any default nor waive or affect any notice of default under the Mortgage or invalidate any act done pursuant to such notice.

5. The Lessee hereby consents to the foregoing provisions of this Agreement, and agrees to pay absolutely net to the Trustee awards, monies and security hereby assigned to the Trustees and to deliver to the Trustee any and all such notices and other instruments specified in Section 3 above. The Lessee agrees with the Trustees that until the Lessee has received from the Trustee notice of the termina-

tion of this Agreement, it will not take any action as lessee under the Lease or otherwise which is inconsistent with this Agreement or the Lessee, and that the Lessee's obligations hereunder may be enforced directly against it by the Trustees by independent action without pursuing any of the remedies under the Mortgage and whether or not any default exists under the Mortgage. The Lessee further agrees that it will not subordinate, amend, terminate or modify the Lease without the consent thereto in writing of the Trustee, except as permitted by the Mortgage. In the event that the Lease shall be amended as therein permitted, the Lease as so amended shall continue to be subject to the provisions of this Agreement without the necessity of any further act by any of the parties hereto. The Lessee hereby represents that it has no defense or claim of offset to the enforcement of the Lease and that the Lease is in full force and effect according to its terms. The Lessee further agrees that it will not at any time during the term of the assignment made by this Agreement assert any claim or offset to the enforcement of the Lease by reason of any act or omission to act by Assignor. The Lessee hereby covenants and agrees with the Trustees that until this Agreement is terminated it will remain obligated upon the Lease in accordance with its terms and that it will not take any action to terminate, rescind or avoid the Lease for any reason. The Lessee expressly waives notice from the Assignor, the Trustees or any other person that may now or hereafter be required under any law of any default under the Mortgage.

6. The Lessee represents and warrants to the Assignor and the Trustees that:

(a) The Lessee is a corporation duly organized, validly existing and in good standing under and by virtue of the laws of the State of Tennessee, entitled to own its property and to carry on its business as and in the places where such property is now owned and such business conducted, and is duly qualified as a foreign corporation and is in good standing in the States of Arizona, California, Florida, Georgia, Hawaii, Missouri, New York, and Pennsylvania.