

on or about the Leased Property or any part thereof, (b) any ownership, use, non-use or condition of the Leased Property or any part thereof, (c) any failure on the part of Lessee to perform or comply with any of the provisions of this Lease, and (d) any claim for the performance of labor or the furnishing of materials or other property in respect of the Leased Property or any part thereof. In case any action or proceeding is brought against Lessor by reason of any such occurrence, Lessee upon Lessor's request will at Lessee's expense resist and defend such action or proceeding, or cause the same to be resisted and defended, either by counsel designated by Lessee and approved by Lessor, or, where such occurrence is covered by liability insurance, by counsel designated by the insurer.

32. Restriction against Mortgages, Assignments, Subleases, etc. Lessee's interest in this Lease may not be mortgaged, encumbered, assigned, subleased or otherwise transferred, in whole or in part, by Lessee or by operation of law, merger, consolidation or otherwise, and no substantial part of the Leased Property may be sublet or made the subject of any license or privilege, without, in each case, the prior written consent of Lessor, and without, in the case of any such assignment or transfer of any interest in this Lease, the execution and delivery to Lessor by the assignee or transferee of an instrument, satisfactory in substance and form to Lessor, whereby such assignee or transferee assumes all obligations of Lessee under this Lease. From and after any such assignment or transfer the obligations of each such assignee and transferee and of the original Lessee named as such in this Lease to fulfill all of the obligations of Lessee under this Lease shall be joint and several, and the obligations of such original Lessee under this Lease shall continue in full force and effect as the obligations of a principal and not as the obligations of a guarantor or surety.

33. Assignment of Subrents, etc. Lessee hereby irrevocably assigns to Lessor all rents due or to become due from any assignee or sublessee of this Lease or any tenant or occupant of the Leased Property or any part thereof, together with the right to collect and receive the same, provided that so long as Lessee is not in default under this Lease Lessee shall have the right to collect and receive such rents for his own uses and purposes. Upon any default by Lessee under this Lease, Lessor shall have absolute title to such rents and the absolute right to collect the same. Lessor shall apply to the Basic Rent, the Percentage Rent, or additional rent due under this Lease the net amount (after deducting all costs, fees and expenses of collection) of any rents so collected and received by it.

(Continued on next page)