

Section 23.02. Rights of Assignee. Lessee covenants and agrees that:

- (a) the Trustee may enforce any and all of the terms of this Lease, to the extent so assigned, as though the Trustee had been a party hereto;
- (b) Lessee will pay all rent including amounts payable as additional rent and other sums payable under this Lease to or upon the direction of the Trustee, without any set-off, deduction, abatement or diminution and will not seek to recover from the Trustee any moneys paid to the Trustee by virtue of such assignment;
- (c) no action, or failure to act on the part of Lessor shall adversely affect or limit any rights of the Trustee;
- (d) no amendment, modification, or termination of this Lease and no waiver of any of the terms and provisions hereof shall be valid unless consented to in writing by the Trustee as provided in the Indenture;
- (e) all notices, demands, certificates, insurance policies and other instruments given by Lessee hereunder shall be delivered to the Trustee; and
- (f) all references to Lessor herein shall be deemed to include the Trustee to the full extent necessary or desirable for the full protection of the Trustee.

Section 23.03. No Modification by Lessor or Lessee. Except as otherwise expressly permitted herein Lessee shall not:

- (i) modify or in any way alter the terms of this Lease, including, without limitation the covenant to pay rent set forth in Section 4.01 hereof, or terminate the Term hereof, or offer a surrender hereof without the prior written consent of the Trustee as required under the Indenture;
- (ii) anticipate the rental hereunder except as herein provided or accept a waiver, offering, excuse or in any manner secure or obtain a release or discharge of Lessee of or from any orders, obligations, covenants, conditions and agreements including the obligation to pay the rent called for herein in the manner and at the place and at the time specified herein without the prior written consent of the Trustee as provided in the Indenture; and
- (iii) obtain any consents, approvals, or permissions or participate with Lessor in the exercise of any of Lessor's rights, options, elections or privileges as Lessor without the prior written