

that it will not take any action to terminate (except as expressly permitted by the Lease), rescind or avoid the Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution, winding up or other proceeding affecting the Company or any assignee of the Company, and notwithstanding any action with respect to the Lease which may be taken by any trustee or receiver of the Company or of any such assignee or by any court in any such proceeding.

3. Lessee agrees that (i) if, pursuant to the Lease, Lessee shall offer to purchase any Property, or any part thereof, or the net amount of any insurance proceeds or condemnation award, notice of acceptance of such offer shall be deemed validly given for all purposes if given by the Trustee, (ii) if, pursuant to the Lease, the lessor under the Lease shall have the right to require Lessee to purchase any Property or the right to require Lessee to prepay rentals with respect to any Property, notice of the exercise of any such right shall be deemed validly given for all purposes if given by the Trustee, and (iii) if Lessee shall become obligated to purchase any Property, or any part thereof, or the net amount of any insurance proceeds or condemnation award, pursuant to any provision of the Lease, a deed and other instruments conveying and transferring such Property, or any part thereof, the net amount of any insurance proceeds or condemnation award, which are executed and delivered by the Trustee will be acceptable as being in compliance with the provisions of the Lease, provided, that said deed and other instruments shall otherwise be in compliance with the provisions of the Lease. 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 any Property may be conveyed to Lessee, the time within which delivery of the deeds, bills of sale, assignments or other instruments relating to such