

First Pennsylvania Bank, N.A.
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or the provisions contained in this letter; (ii) the failure to receive funds for deposit in the Collection Account for each of the Properties sufficient in amount and at a time to permit you to make all payments in full when the same become due and owing from time to time under the Senior Underlying Obligations and the Permitted Obligations; (iii) any party to the Collection Agreement shall default in the payment or performance of his or its respective liabilities and obligations thereunder; or (iv) any lien or claim adverse to the interests of the undersigned is asserted against any of the Collection Accounts or any amounts therein.

7. You agree that, notwithstanding any other existing or future instructions, directions or agreements which seek or purport to in any way affect or modify the terms and provisions of the Collection Agreement or which are inconsistent with, contrary to, or in conflict with the terms and provisions of this letter agreement, this letter agreement shall be controlling.

8. Nothing set forth herein or in the Collection Agreement shall in any way constitute a waiver