

hereunder or under the Lease or of any other circumstance which might in any manner or to any extent vary the risks of the Lessee under this Lease Assignment or otherwise constitute a legal or equitable discharge of a surety or guarantor, it being the purpose and intent of the Lessee that its obligations hereunder shall be absolute and unconditional under any and all circumstances and shall not be discharged *except* in accordance with the express provisions of this Assignment.

**11. LESSEE'S CONSENT TO THE GUARANTY AND THE INDENTURE:**

The Lessee hereby consents in all respects to the execution and delivery of the Guaranty and the Indenture, and to all of the terms of the Guaranty and Sections 4.01(c), 4.04, 4.08, 4.09, 10.02 and 10.03 of the Indenture, and the Lessee acknowledges receipt of an executed counterpart of said instruments; it being agreed that such consent in and of itself shall not be construed to require the Lessee's consent to any future supplement to, or amendment, waiver or modification of, the terms of such instruments *except* as provided in Section 10.02 of the Indenture. The Lessee is aware that the rights of the Company under this Lease Assignment and in and to the Lease are about to be assigned to the Trustees pursuant to the Indenture, and upon such assignment and so long as such assignment pursuant to the Indenture shall remain in effect, the Trustees or either of them shall be entitled to bring any suit, action or proceeding against the Lessee for the enforcement of any provisions of this Lease Assignment or the Lease in their own names or name or as trustees or a trustee of an express trust, and it shall not be necessary in any such suit, action or proceeding to make the Company a party thereto. Notice of the execution and delivery of the Indenture, or any other instrument referred to therein, and notice of the assignment to the Trustees of the rights of the Company under this Lease Assignment and under the Mortgage, are hereby waived by the Lessee.

**12. MISCELLANEOUS:**

(a) This Lease Assignment shall be binding upon, inure to the benefit of and be enforceable by, the respective successors and assigns of the parties hereto. The headings to the various paragraphs of this Lease Assignment have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Lease Assignment. Neither this Lease Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated orally, but only as herein expressly provided or by an instrument signed by the party against whom enforcement of such amendment, modification, waiver, discharge or termination is sought. If any provision of this Lease Assignment or any application thereof shall be invalid or unenforceable, the remainder of this Lease Assignment and any other application of such provision shall not be affected thereby.

(b) This Assignment Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and such counterparts shall together constitute but one and the same Assignment Agreement. It shall not be necessary in making proof of this Assignment Agreement to produce or account for more than one such counterpart signed by the party against which enforcement of this Assignment Agreement is sought. This Assignment Agreement shall in all respects be governed by, and construed and enforced in accordance with, the laws (including the conflict of laws rules) of the State of New York, including all matters of construction, validity and performance. The Trustees shall signify their acceptance of the provisions of this Assignment Agreement by executing and delivering the Indenture. The Trustees' acceptance of the provisions of this Assignment Agreement shall be upon the terms and conditions set forth in Article VII of the Indenture with the same force and effect as if those terms and conditions were repeated at length herein and made applicable to the Trustees in respect of any action taken by the Trustees or either of them hereunder. Without limiting the generality of the foregoing, by their acceptance of the provisions of this Assignment Agreement the Trustees assume no responsibility as to the validity or enforceability hereof or for the correctness of the recitals of fact herein contained, which shall be taken as the statements, representations and warranties of the other parties. The Lessor, the Company and the Lessee each hereby waives notice of the Trustees' acceptance of the provisions of this Assignment Agreement.

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