

account of the Assignee, all rentals and other sums assigned to the Assignee pursuant to this Agreement, without offset, deduction, defense, abatement, deferment or diminution, reduction, set-off, termination, rejection, limitation or counterclaim (except as expressly provided in the Lease) and will not, for any reason whatsoever, seek to recover from the Assignee any moneys paid to the Assignee as Basic Rent or other sums paid under the Lease or any moneys paid to the Assignee by virtue of this Agreement, notwithstanding that Assignor shall not have good right or lawful authority to lease the Leased Premises or for any other reason. The Lessee agrees that all sums payable to the Assignee pursuant to the preceding sentence shall be forwarded in such a manner that the Assignee shall have "collected funds" on the date on which such funds are due and payable. No such payment or delivery made by the Lessee shall be of any force or effect (1) unless paid or delivered by the Lessee as provided above and (2) until actually received by the Assignee. The Lessee agrees to deliver to the Assignee original or conformed copies of all notices and other instruments which it may deliver pursuant to the Lease, and no such delivery made by the Lessee shall be of any force or effect unless made to the Assignee as provided above. The Lessee covenants that, notwithstanding the provisions of paragraph 10 of the Lease, it will promptly discharge or cause the Assignor to discharge, any mortgage, lien, encumbrance or other charge on, pledge of, or conditional sale or other title retention agreement created by or resulting from any act of, or failure to act by, Assignor, other than Permitted Encumbrances as defined in such Lease.

7. The Assignor and the Lessee agree that they will not enter into any agreement subordinating, amending, modifying or terminating the Lease (or purporting so to do) without the consent thereto in writing of the Assignee, and that any attempted subordination, amendment, modification or termination without such consent shall be void. In the event that the Lease shall be amended as herein permitted, the Lease as so amended shall continue to be subject to the provisions of this Agreement without the necessity of any further act by any of the parties hereto. The Lessee hereby covenants and agrees that it will remain obligated under the Lease in accordance with its terms, and 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 Assignor, and notwithstanding any

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