

to the Company by virtue of this assignment, and to deliver to the Company all notices, demands, undertakings, certificates, documents and other communications whatsoever which may be delivered by the Lessee under the Net Lease. Actual receipt by the Company or its designee of the rents and other moneys referred to in this Section 6 shall alone constitute payment and delivery thereof, and no payment or delivery made otherwise than as provided in this Section 6 shall be of any force or effect.

7. Assignor and Lessee each agree that they will not, except as herein expressly permitted, enter into any agreement subordinating, amending, modifying or terminating the Net Lease, without the written consent of the Company and that any attempted subordination, amendment, modification or termination without such consent shall be void. If the Net Lease shall be amended as permitted herein, such Net Lease as so amended, shall continue to be subject to the provisions of this assignment without any further act by any party hereto. Lessee agrees that it will remain obligated under the Net Lease in accordance with its terms and that it will not take any action to terminate, rescind or void the Net Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution or other proceeding affecting Assignor or any assignee of Assignor and notwithstanding any action with respect to the Net Lease which may be taken by any trustee or receiver of Assignor or of any such assignee or by any court in any such proceeding.

8. (a) Assignor and Lessee agree that if, pursuant to the Net Lease, Lessee shall offer to purchase the Assignor's interest in the Property, notice of acceptance of such offer shall be validly given if given by the Company and such notice may not be affected by any notice thereafter given by Assignor without the written approval of the Company. If Lessee shall offer or exercise a right, or become obligated, to purchase Assignor's interest in the Property or Assignor's interest in any net award or net proceeds as defined in the Net Lease, pursuant to any provision of the Net Lease, Lessee will accept an instrument transferring any such interest which is executed and delivered by the Company as being in compliance with the provisions of the Net Lease so long as such instruments are sufficient to convey to the Lessee title insurable by a recognized title company. If it should become necessary for the Company or any other party to institute any foreclosure or other judicial proceeding in order that any such interest may be conveyed or assigned to Lessee or its nominee, Lessee and Assignor agree that the Net Lease shall not terminate, but shall continue in full force and effect until such purchase by Lessee of Assignor's interest shall have been completed.

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