

and the performance and observance of all covenants and conditions contained in the Notes, this Assignment and in the Loan Agreement, the Company hereby sells, assigns, transfers, mortgages, pledges and sets over unto the Trustee and each of them and their respective successors in trust and assigns, forever, all and singular the following described properties, rights, interests and privileges:

(a) All of the Company's right, title and interest, as Lessor, in, under and to the Lease and all of the rents, issues, profits and income now or hereafter due or that may arise, issue or become due or be payable from or under the terms and conditions of the Lease and from the demised premises or any part thereof; and

(b) All of the rents, issues, profits and income and other benefits accruing to the Company upon and after the termination of the Lease under leases, and extensions or renewals thereof, of the demised premises or any part thereof now existing or hereafter in effect.

To Have and to Hold unto the Trustee and each of them and their respective successors in trust and assigns, forever;

It is further agreed, upon the terms and trusts herein set forth, for the equal and proportionate benefit, security and protection of all present and future holders of the Notes outstanding under the Loan Agreement, without preference, priority or distinction of any Note over any other Note by reason of priority in the time of issue, sale, negotiation, date of maturity thereof or otherwise for any cause whatsoever; provided always, however, that these presents are upon the express condition that if the Company shall pay or cause to be paid all the indebtedness hereby secured and shall observe, keep and perform all the terms and conditions, covenants and agreements herein and in the Loan Agreement and said Notes contained, then these presents and the estate hereby conveyed, assigned and pledged shall cease and this Assignment shall become null and void; otherwise to remain in full force and effect.

Section 1. Covenants and Warranties of the Company:

1.1. The Company does hereby irrevocably constitute and appoint the Trustee, its true and lawful attorneys with full power of substitution, for it and in its name, place and stead, to ask, demand, collect, receive, receipt for, sue for, compound and give acquittance for any and all sums which are the subject matter of this Assignment with full power to settle, adjust or compromise any claim thereunder as fully as the Company could itself do, and to endorse the name of the Company on all commercial paper given in payment or in part payment thereof, and in its discretion to file any claim or take any other action or proceedings, either in its own name or in the name of the Company or otherwise, which the Trustee may deem necessary or appropriate to collect any and all sums which may be or become due or payable under the Lease, or which may be necessary or appropriate to protect and preserve the right, title and interest of the Trustee in and to such sums and the security intended to be afforded hereby. The Company hereby further covenants that it will upon request of the Trustee execute and deliver such further instruments and do and perform such other acts and things as the Trustee may deem necessary or appropriate to more effectually vest in and secure to the Trustee, the sum due or hereafter to become due under the Lease which are the subject matter of this Assignment.

1.2. The Company represents and warrants to the Trustee that the Lease is genuine, valid and subsisting and in all respects what it purports to be; that no event of default as defined in Section 11 of the Lease has occurred and is continuing and no event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default as therein defined; that the Company has good right to make this Assignment; that the right, title and interest of the Company in and to the Lease and in and to rents and all other sums which are the subject matter of this Assignment is free and clear of any and all liens and encumbrances whatsoever excepting

only this Assignment; and that the aggregate amount of basic rentals which will accrue and become payable under the Lease is not less than \$12,004,705.

1.3. The Company will faithfully abide by, perform and discharge each and every obligation, covenant and agreement of the Lease by the Company to be performed, at the sole cost and expense of the Company, to enforce or secure the performance of each and every obligation, covenant, condition and agreement contained in the Lease by the Lessor to be performed; upon request by the Trustee, promptly give any notice to or make any request of Lessor which shall be appropriate or desirable to be given or made; not anticipate the rents thereunder or waive, cause, condone, forgive or in any manner release or discharge the Lessor, thereunder of or from the obligations, covenants, conditions and agreements to be performed by the Lessor, including the obligation to pay the rental called for thereunder in the manner and at the time and place specified therein.

1.4. The Company will, at its sole cost and expense, appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the Lease or obligations, duties or liabilities of the Lessor and Lessee thereunder. The Company will from time to time pay the Trustee reasonable compensation for their services hereunder as well as all out-of-pocket expenses, including attorneys' fees in a reasonable sum and court costs, incurred by the Trustee hereunder.

1.5. In the event the Company fails to make any payment or to do any act as herein provided then the Trustee, but without obligation so to do and without notice to or demand on the Company and without releasing the Company from any obligations hereunder and, unless otherwise expressly agreed to in writing, without assuming any obligations of the Company, may make or do the same in such manner and to such extent as the Trustee may deem necessary to protect the security hereof including specifically, without limiting their general powers, the right to appear in and defend any action or proceeding purporting to affect the security hereof and the rights or powers of the Trustee and also the right to perform and discharge each and every obligation, covenant and agreement of the Company contained in the Lease, and in exercising any such powers to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees.

1.6. The Company will pay immediately upon demand, all sums expended by the Trustee under any of the Provisions hereof, together with interest thereon at 6% per annum.

1.7. The Trustee shall not be obligated to perform or discharge, nor do they hereby undertake to perform or discharge, any obligation, duty or liability under the Lease or under or by reason of this Assignment, and the Company shall and does hereby agree to indemnify and hold the Trustee harmless of and from any and all liability, loss or damage which the Trustee may or might incur under the Lease or under or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease; should the Trustee incur any such liability, loss or damage under the Lease or under or by reason of this Assignment or in the defense of any such claims or demands, the amount thereof including costs, expenses and reasonable attorneys' fees, shall be secured hereby, and the Company shall reimburse the Trustee therefor immediately upon demand.

1.8. The Company will use its best efforts to keep the demised premises leased at good and sufficient rentals and to transfer and assign to the Trustee the right, title and interest of the Company in any and all later or subsequent leases upon all or any part of said demised premises and all rents, issues, profits and income, payable under such leases. Any such later or subsequent lease shall contain the same or substantially the same conditions as are contained in the Lease, and shall be entered into by the Company only with the prior written consent of the Trustee, and the Company covenants to make, execute and deliver to the Trustee upon demand any and all instruments that may be necessary therefor.