

To HAVE AND To HOLD the same upon and subject to the following terms and conditions:

1. *Security for Notes, etc.* This Assignment is made for the pro rata benefit of the holders of the Notes from time to time outstanding to secure (a) the payment of the principal of and the premium, if any, and interest on the Notes and all other sums payable by Assignor pursuant to the Note Agreements, and (b) the performance of and compliance with all the terms of the Note Agreements and the Notes.

2. *Other Encumbrances Prohibited.* Assignor represents and warrants that, except for this Assignment, it has not sold, assigned, transferred, mortgaged, pledged or otherwise encumbered, and hereby agrees not to sell, assign, mortgage, pledge or otherwise encumber, any of the rents, issues, profits or income payable or receivable under the Lease or otherwise in respect of the Properties.

3. *Application of Assigned Moneys.* All moneys received by Assignee pursuant to this Assignment or otherwise in respect of the Lease shall be applied by Assignee as provided in section 4 of the Agency Agreement (the "Agency Agreement"), dated January 18, 1961, between Assignor, Assignee and the Purchasers.

4. *Performance of Lease, etc.* To protect the security afforded by this Assignment, Assignor agrees as follows:

A. To perform and comply with each and every term of the Lease to be performed or complied with by Assignor; at the sole cost and expense of Assignor, to enforce or secure the performance of and compliance with each and every term of the Lease to be performed or complied with by Lessee; except with the prior written consent of Assignee, not to modify, extend or in any way alter any of the terms of the Lease (except as permitted by the Note Agreements and the Lease), or cancel or terminate the Lease or consent to or accept any cancellation, termination or surrender thereof or permit any event to occur which would entitle Lessee to terminate or cancel the same, or waive any default under or breach of the Lease, or consent to or accept any prepayment of rent under the Lease or agree to any discount of rent thereunder, or take any other action with respect to the Lease which would materially and adversely affect the security for the Notes afforded by this Assignment.

B. At Assignor's sole cost and expense, to 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 Lessor and Lessee thereunder, and to pay all costs and expenses of Assignee, its successors and assigns, including reasonable attorney's fees, in any action or proceeding pertaining thereto in which Assignee may appear.

C. If Assignor shall fail to make any payment or to do any act as herein provided, then Assignee, its successors and assigns, may (but shall not be obligated to), without notice to or demand on Assignor and without releasing Assignor from any obligation hereunder, make or do the same in such manner and to such extent as Assignee may deem necessary to protect the security hereof, including specifically, without limiting its 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 Assignee and also the right to perform and discharge each and every obligation, covenant and agreement of Assignor contained in the Lease; and in exercising any such powers Assignee may pay necessary costs and expenses, employ counsel and incur and pay reasonable attorney's fees.

D. To pay immediately upon demand all sums expended by Assignee under the authority hereof, together with interest thereon at 6% per annum from the date of expenditure.

5. *No Assumption; Indemnification.* Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Lease or under or by reason of this Assignment, and Assignor shall indemnify and hold Assignee harmless from any and all liability, loss or damage which it may or might incur under the Lease or under or by reason of this Assignment, and from any and