

under that certain instrument of lease, dated March 1, 1966 (the "Lease") between the Assignor, as lessor, and the Lessee, as lessee, covering the Premises, together with all rights, powers, privileges, options and other benefits of the Assignor as lessor under the Lease, including but not by way of limitation, the immediate and continuing right to make claim for, collect, receive and receipt for all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, monies and security payable to or receivable by Assignor under the Lease, whether as rents or as the purchase price of the Premises or otherwise, and the right to accept or reject any offer of Lessee to purchase the Premises or any part thereof, or any awards and compensation payable upon the condemnation thereof and upon the acceptance of such offer to execute and deliver, as attorney-in-fact of the Assignor, an appropriate deed, bill of sale or any other instruments necessary for the conveyance of the Premises or any part thereof to the Lessee upon the purchase of the Premises or any part thereof by the Lessee pursuant to any provision of the Lease or the Indenture, and to perform all other necessary or appropriate acts as said attorney-in-fact with respect to such conveyance, and to make all waivers and agreements to grant all approvals of appraisers or other experts, to give all notices, consents and releases, to take such action upon the happening of a default under the Lease, including the commencement, conduct and consummation of proceedings at law or in equity as shall be permitted under any provision of the Lease, or by law, and to do any and all other things whatsoever which the Assignor is or may become entitled to do under the Lease. The Assignor will from time to time, upon the request of the Trustee, execute all instruments of further assurance and all such supplemental instruments as the Trustee may specify.

§ 2. The assignment made by this Agreement being executed only as collateral security, the execution and delivery hereof shall not in any way impair or diminish the obligations of the Assignor under the provisions of the Lease, nor shall any of such obligations be imposed upon the Trustee. Upon the payment of the principal of (and premium, if any) and all unpaid interest on the Notes and of all other sums payable on the Notes or under the Indenture and the performance and observance of the provisions thereof, said assignment and all rights herein assigned to the Trustee and all obligations of the Lessee hereunder shall cease and terminate and all the estate, right, title and

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