

Assignor as lessor and the Lessee as lessee (herein, together with all amendments and supplements thereto, called the Lease), together with all accounts, contract rights, general intangibles, insurance and other rights, powers, privileges, options and benefits of the Assignor as lessor under the Lease, including, but not by way of limitation, (i) the immediate and continuing right to receive and collect all rents, income, revenues, issues and profits now or hereafter payable or receivable under the Lease or pursuant to any of the provisions thereof, and all proceeds thereof, including without limitation all insurance proceeds, condemnation awards, moneys and security now or hereafter payable or receivable to the Assignor as lessor under the Lease or pursuant to any of the provisions thereof, whether payable as rents or as the purchase price of the Leased Premises or otherwise (except sums payable directly to any person other than the lessor thereunder), (ii) the right to accept any offer by the Lessee to purchase the Leased Premises, or any part thereof, (iii) if the Lessee exercises any right to purchase the Leased Premises, the right and power (coupled with an interest) to execute and deliver, as agent and attorney-in-fact of the Assignor, an appropriate deed and other instruments necessary for such conveyance, (iv) the right to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to such purchase and conveyance, (v) the right to make all waivers and agreements (vi) the right to give all notices, consents and releases, (vii) the right 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 (viii) the right to do any and all other things whatsoever which the Assignor or any lessor is or may become entitled to do under the Lease. For purposes of this Agreement, whenever in the Lease, any benefit or any protection against liability is bestowed upon "Lessor", or any indemnification is addressed to "Lessor", or any opinion or certificate is required to be delivered and addressed to "Lessor", or any agreement is made to pay the costs (other than "Lessor's" taxes and organizational, administrative and operating expenses) incurred by "Lessor", the term "Lessor" shall be deemed to include both the Assignor and Assignee.

2. The assignment made hereby is executed as collateral security, and as additional security for the indebtedness secured by the Indenture, and the execution and delivery hereof shall not in any way impair or diminish the