

statements, documents and other communications which Lessee is required or permitted to give, make, deliver to serve upon the lessor under the Lease.

4. Assignor represents to the Trustees that the Lease is in full effect and not in default, and Assignor represents to the Trustees that Assignor has not executed any other assignment of the subject matter of the assignment hereby made to the Trustees other than pursuant to the Indenture.

5. Assignor and Lessee agree that the assignment made hereby is irrevocable and that it will not, while said assignment is in effect or thereafter take any action as lessor under the Lease or otherwise which is inconsistent with said assignment, or make any other assignment, designation or direction inconsistent therewith, and that any assignment, designation or direction inconsistent therewith shall be void. 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.

6. Lessee consents to the provisions of this Agreement and agrees to pay and deliver directly to the Trustee at its address set forth above marked for the attention of the Corporate Trust Department or at such other address or attention as the Trustee may designate, in immediately available funds, all sums due and owing under the Lease