

**SECTION 2. Application of Remedies of the Trustees:**

2.1 So long as no event of default as defined in Section 7 of the Loan Agreement has occurred and is continuing and no event has occurred and is continuing which would constitute an event of default as therein defined with the lapse of time or the giving of notice, or both:

(a) The Company shall have the privilege of collecting and receiving all additional rentals payable under Sections 2(B), 3, 6 and 7.4 and any sums payable by Lessee on substitution of Properties under Sections 3, 4 and 9 of the Lease; and

(b) The amounts from time to time received by the Trustees which constitute payments of basic rentals under Section 2(A) of the Lease shall be paid over by the Trustees to the holders of the Notes in payment and satisfaction of first, accrued and unpaid interest on the Notes, second, the required prepayments provided for by Section 2.1 of the Loan Agreement which are due or will become due on or prior to the installment maturity date of the basic rentals which have been received by the Trustees and third, to the extent such amounts constitute payment of the final installment of basic rentals, the principal of the Notes ratably in accordance with the amounts thereof.

Any balance of basic rentals remaining after the applications provided for by the preceding paragraph (b) shall be released to or upon the order of the Company.

2.2 If an event of default as defined in Section 7 of the Loan Agreement has occurred and is continuing or an event has occurred and is continuing which would constitute an event of default as therein defined with the lapse of time or the giving of notice, or both:

(a) The Trustees may proceed to protect and enforce this Assignment by suit or suits or proceedings in equity, at law or in bankruptcy and whether for the specific performance of any covenant or agreement herein contained or in execution or aid of any power herein granted or for the enforcement of any other proper legal or equitable remedy available under applicable law;

(b) The Trustees may proceed to exercise all rights, privileges and remedies permitted or provided to be exercised by the Company under the Lease or by applicable law and may exercise all such rights, privileges and remedies either in the name of the Trustees or in the name of the Company for the use and benefit of the Trustees;

(c) All rents, issues, profits and income now or hereafter due or that may arise, issue or become due or payable from or under the Lease and from the demised premises or any part thereof and the proceeds and avails of any remedy hereunder shall be paid to and applied as follows:

(1) to the payment of all expenses and charges including court costs and attorneys' fees paid or incurred by the Trustees in realizing upon or protecting this Assignment or the indebtedness secured hereby and the reasonable compensation of the Trustees, their agents, attorneys and counsel and of all proper expenses, liabilities and advances incurred or made hereunder by the Trustees or either of them or the holders of the Notes;

(2) any additional rentals paid to the Trustees under clause (i), (ii) or (iv) of Section 2(B) of the Lease shall be paid and applied to the discharge of liabilities of Lessee referred to in said clauses and any additional rents paid to the Trustees under Section 6 or 7.4 of the Lease shall be paid and applied to the payment of the obligations and liabilities of the Lessee under said Sections 6 and 7.4;

(3) the payment to the holder or holders of the Notes of the amount then owing or unpaid on the Notes for principal and interest and in case any such proceeds shall be insufficient to pay the whole amount so due upon the Notes, then to the payment of such principal and interest, without preference or priority, of principal over interest or of interest

over principal, or of any installment of interest over any other installment of interest, ratably in proportion to the aggregate of such principal and accrued and unpaid interest; and (4) to the payment of the surplus, if any, to the Company, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

**SECTION 3. Successor Trustees and Other Provisions:**

3.1 The Trustees shall not be answerable for the default or misconduct of any agent or attorney appointed in pursuance hereof if such agent or attorney shall have been selected with reasonable care, or for anything whatsoever in connection with this Assignment or the proceeds thereof except for its or his own willful misconduct or gross negligence, nor shall the Trustees be under any obligation to take any action toward the execution or enforcement of the trusts hereby created which in their opinion shall be likely to involve expense or liability, unless as often as required the holder or holders of the Notes shall furnish indemnity satisfactory to the Trustees against such expense or liability.

3.2 The Trustees shall be entitled to reasonable compensation for all services rendered in and about foreclosure, enforcement or other protection of this Assignment or the lien hereof and the Company agrees to pay such compensation as well as all out-of-pocket expenses and counsel fees and court costs incurred by the Trustees, and by the holder of holders of the Notes, in such foreclosure, enforcement or other protection, and the Company further agrees to indemnify the Trustees against any liability or damages incurred or sustained by it under this Assignment. The Trustees shall have a lien for such compensation, expenses and indemnity on the rents and other sums which are the subject matter of this Assignment prior to the lien for the benefit of the Notes.

3.3 The Trustees shall not be responsible for any recitals herein or in the Loan Agreement, or for the recording, filing or re-filing of the Lease or this Assignment or of any supplemental, or further lease or assignment; nor shall the Trustees be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Company contained herein or in the Lease or the Loan Agreement.

3.4 The Trustees shall not be liable for any action taken or omitted to be taken in good faith and believed by it or him to be within the discretion or power conferred upon the Trustees or either of them by this Assignment, or be responsible for the consequences of any oversight or error of judgment, and the Trustees shall be protected in acting upon any notice, consent, certificate or other instrument believed by it or him to be genuine and correct and to have been signed by the proper person or persons.

3.5 Notwithstanding anything elsewhere in this Assignment contained, the Trustees shall have the right, but shall not be required, to demand in respect of any action whatsoever within the purview hereof, any drawings, certificates, opinions, appraisals or other information by the Trustees deemed necessary or appropriate in addition to the matters by the terms hereof required as a condition precedent to such action.

3.6 All moneys received by the Trustee shall until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys, except to the extent required by law, and may be deposited by the Trustee under such general conditions as may be prescribed by law in the Trustee's general banking department, and the Trustee shall be under no liability for interest on any moneys received by it hereunder. The Trustee and any affiliated corporation or the Co-Trustee may become the owner of any Notes secured hereby and be interested in any financial transaction with the Company, or the Trustee may act as depository or otherwise in respect, to other securities of the Company, all with the same rights which it would have if not Trustee.

3.7 The Trustees or either of them may resign and be discharged of the trusts hereby created by giving notice specifying the date when such resignation shall take effect to the Company and to