

WITNESSETH:

Lessee, in consideration of Assignor's entering into the Lease and in consideration of the sum of One Dollar (\$1) and other good and valuable considerations from Assignor and the Trustees, the receipt and sufficiency of which are hereby acknowledged, and the Assignor, in consideration of the sum of One Dollar (\$1) and other good and valuable considerations from the Lessee and the Trustees, the receipt and sufficiency of which are hereby acknowledged, and in compliance with the covenants of the Mortgage and as security for the payment when and as due and payable of the principal of (and premium, if any) and interest on the Notes and further to secure the payment of all other indebtedness which the Mortgage secures and the performance of all the terms and provisions of the Mortgage, respectively agree with the Trustees as follows:

1. The Assignor has assigned, transferred, conveyed and set over and by these presents does irrevocably assign, transfer, convey and set over, to the Trustees all estate, right, title, and interest of the lessor under the Lease, together with all the rights, claims, remedies, powers, privileges, options and other benefits of the lessor under the Lease, including, but not by way of limitation, the immediate and continuing right to collect and receive all rents (fixed and additional), income, revenues, issues, profits, insurance proceeds, condemnation awards, moneys and security payable to or receivable by the Assignor or any lessor under the Lease or pursuant to any of the provisions thereof, whether as rents or as the purchase price of the Properties or otherwise (except any sums which by the terms of the Lease are payable directly to any governmental authority or other person, firm or corporation other than the lessor thereunder); the right to assert all claims, rights, powers and remedies on the part of Assignor, whether arising under the Lease or by statute or at law or in equity or otherwise, against the Lessee consequent on any default or defaults under the Lease; the right to receive and collect all rents payable to Assignor on any subletting of any of the properties pursuant to the Lease; the right to receive and

collect all rents payable to Assignor on any reletting of any of the Properties pursuant to the Lease; the right to make all waivers and agreements, to give all notices, consents and releases and to do any and all other things whatsoever which the Assignor or any lessor is or may become entitled to do under the Lease, except as above expressly set forth; together with full power and authority, in their name or in the name of the Assignor or otherwise, to enforce, collect, receive and receipt for any and all of the foregoing. All the aforesaid rents, income, revenues, issues, profits, proceeds, awards, monies and security hereby assigned to the Trustees shall be applied by the Trustee in accordance with the provisions of the Mortgage.

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 Trustees. Upon the payment of the principal of (and premium, if any) and all interest on all the Notes and of all other sums payable under the Mortgage and the performance and observance of the provisions thereof, this Agreement shall cease and terminate and all the estate, right, title and interest of the Assignor in and to the Lease shall revert to the Assignor; provided that the Lessee shall be fully protected in making payments and otherwise complying with the provisions of this Agreement until it shall have received notice in writing from the Trustee that this Agreement has terminated.

3. The Assignor hereby irrevocably directs the Lessee to pay directly to the Trustee and its successors as such Trustee, at its address set forth above or at such other address as the Trustee shall designate, all the aforesaid rents, income, revenues, issues, profits, proceeds, awards, monies and security hereby assigned to the Trustees and to deliver to the Trustee duplicate originals of all notices, requests, certificates, demands, documents and other communications which the Lessee is required or permitted to give, make or deliver under the Lease.