

interest of the Assignor in and to the Premises shall revert to the Assignor.

§ 3. The Assignor hereby designates the Trustee to receive all notices, offers, demands, documents, and other communications which Lessee is required or permitted to give, make, deliver to or serve upon the Assignor, and the Assignor hereby directs the Lessee to deliver to the Trustee, at its address set forth in § 12, counterparts of all notices, offers, demands, statements, documents and other communications given or made by the Lessee pursuant to the Lease.

§ 4. The Assignor and the Lessee represent to the Trustee that the Lease is in full force and effect and is not in default, and the Assignor represents to the Trustee that the Assignor has not executed any other assignment of the Lease.

§ 5. The Assignor agrees that said assignment and the designation and directions to the Lessee herein are irrevocable and that any assignment, designation or direction inconsistent therewith shall be void.

§ 6. The Lessee consents to this Agreement, and agrees to pay and deliver to the Trustee at its address set forth in § 12 all rentals and all other monies and security assigned to the Trustee, without any offset, counterclaim, deduction or defense whatsoever, and to deliver to the Trustee at its said address all notices, offers and other instruments whatsoever which may be delivered under the Lease. Actual receipt by the Trustee of the rentals and the other monies and security referred to in the preceding sentence shall alone constitute payment and delivery thereof. Each payment of rentals or other monies to the Trustee by the Lessee pursuant to this Agreement shall be accompanied by a statement of the Lessee indicating whether such monies are rental payments made pursuant to § 2.1 of the Lease or other monies. Rental payments made pursuant to § 2.1 of the Lease shall be applied by the Trustee to the installment payments due on the Notes, in the order of accrual thereof, and all other monies so paid by the Lessee shall be applied in accordance with the applicable provisions of the Indenture. Reference is made to § 2.02 of the Indenture for a statement concerning the right of the Trustee to treat the initial payee of the Notes as the absolute owner thereof, except as expressly stated therein.

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