

to Northwestern the Company's \$5,100,000, 6% note, due October 1, 1976 (the "1976 Note") and did issue to Harris Trust and Savings Bank, in its individual capacity, the Company's \$3,400,000, 5 1/4% note, due October 1, 1967 (the "1967 Note"), and the Company, as collateral security for the 1976 Note, the 1967 Note and other indebtedness, did pledge all rentals and other sums due or to become due under the Lease by that certain Assignment and Mortgage dated as of October 1, 1961 (the "Assignment") from the Company to the Trustees, a counterpart of the Assignment being of record or registered in each county or parish of the States of Alabama, Florida, Georgia, Louisiana, Mississippi, South Carolina, Tennessee and Texas listed in Exhibit B attached hereto and by reference thereto made a part hereof, in the Book or Volume, at the page or folio number, or under the entry number, of the records set forth in said Exhibit B; and

WHEREAS, the Assignment was amended by Amendment to Assignment and Mortgage dated as of November 15, 1968 (the "First Amendment"), by and between the Company, Northwestern, the Trustee and the Co-Trustee, a counterpart of the First Amendment being of record or registered in each county or parish of the States of Alabama, Florida, Louisiana and Mississippi listed in Exhibit C attached hereto and by reference thereto made a part hereof, in the Book or Volume, at the page or folio number, or under the entry number, of the records set forth in said Exhibit C; and

WHEREAS, pursuant to the terms of the Lease and the Assignment, as amended, by virtue of those instruments of partial release and substitution listed in Exhibit D attached hereto and by reference thereto made a part hereof, executed by the Company and the Trustees, certain of the properties originally described in Schedules 1 and 2 to the Lease have been released from the Lease and the Assignment, as amended, and other properties described in the respective instruments of partial release and substitution have become subject to the Lease and the Assignment, as amended; and

WHEREAS, the 1967 Note, both as to principal and interest, as well as all other indebtedness secured by the Assignment and due Harris Trust and Savings Bank in its individual, but not its fiduciary, capacity has been paid in full; and

WHEREAS, Northwestern is the present holder of the 1976 Note, the only note issued pursuant to the Loan Agreement and now outstanding, and all other indebtedness secured by the Assignment, as amended, and the Company and Northwestern desire to further amend the terms of the Assignment, as amended;

NOW, THEREFORE, in consideration of the premises and the sum of \$10.00 received by Northwestern from the Company, it is agreed that, effective January 31, 1970: