

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 A; and

WHEREAS, pursuant to that Loan Agreement dated as of October 1, 1961 (the "Loan Agreement") between the Company, Northwestern and Harris Trust and Savings Bank in its individual capacity, the Company did issue 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, pursuant to the terms of the Lease and the Assignment, by virtue of those instruments of partial release and supplement listed in Exhibit C 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 and other properties described in the respective instruments of partial release and assignment have become subject to the Lease and the Assignment; 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, and the Company and Northwestern desire to amend the terms of the Assignment;

(CONTINUED ON NEXT PAGE)