

order to induce the purchasers of the Notes to purchase the same and the Trustees to accept the trusts created by the Indenture, Assignor is entering into the undertakings herein set forth with the Trustees.

NOW, THEREFORE, in consideration of the sum of One Dollar (\$1) and other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. Assignor, in furtherance of the covenants of the Indenture and as security for the payment of the principal of, premium, if any, interest and all other sums payable on the Notes, and of all other sums payable under the Indenture and the performance and observance of the provisions thereof, has assigned, transferred, conveyed and set over, and by these presents does assign, transfer, convey and set over to the Trustees all of Assignor's estate, right, title and interest under the Lease, together with all rights, powers, privileges and other benefits of Assignor as lessor under the Lease, (including, but not by way of limitation, (i) the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits, insurance proceeds, condemnation awards, moneys and security payable or receivable under the Lease or pursuant to any of the provisions thereof, whether as rents or as the purchase price of a Property or otherwise (except sums payable directly to any person other than the lessor thereunder), (ii) the right to accept or reject any offer by Lessee to purchase any Property, or part thereof, or the net amount of any insurance proceeds or condemnation award (provided that such acceptance or rejection shall be permitted by the terms of the Indenture), (iii) the right to require Lessee to purchase any Property pursuant to the Lease, (iv) the right to require Lessee to prepay rentals pursuant to the Lease, (v) the right and power (which right and power are coupled with an interest) to

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