

the Notes and of all other sums payable on the Notes or under the Indenture and the performance and observance of the provisions thereof, said assignment and all rights herein assigned to the Trustees shall cease and terminate and the estate, right, title and interest of the Assignor in and to the above-described assigned property shall revert to the Assignor; provided that each Lessee shall be fully protected in making payments and otherwise complying with the provisions of said assignment until it shall have received notice in writing from the Trustees that said assignment has ceased and terminated.

3. The Assignor hereby designates Fidelity Union Trust Company, Trustee under the Indenture (and its successors as such Trustee), to receive all notices, offers, demands, documents, and other communications, and to receive all rents and other payments of every kind and nature, which any Lessee is required or permitted to give, make, deliver to or serve upon the lessor under any Lease, and the Assignor hereby directs each Lessee to deliver to said Trustee, at its address set forth above or at such other address as said Trustee shall designate, counterparts of all notices, offers, demands, statements, documents and other communications given or made by said Lessee pursuant to each Lease under which said Lessee is the lessee.

4. The Assignor and the Lessees represent to the Trustees that the Leases are in full force and effect and are not in default, and the Assignor represents to the Trustees that the Assignor has not executed any other assignment of the subject matter of the assignment hereby made to the Trustees.

5. The Assignor agrees that said assignment and the designation and directions to each Lessee hereinabove set forth are irrevocable and that it will not, while said assignment is in effect or thereafter until said Lessee has received from the Trustees notice of the termination thereof, take any action as lessor under any Lease or otherwise which is inconsistent with this assignment, or make any other assignment, designation or direction inconsistent therewith, and that any assignment, designation or direction inconsistent therewith shall be void. The Assignor will from time to time, upon the request of the Trustees, execute all instruments of further assurance and all such supplemental instruments as the Trustees may specify.

6. Each Lessee consents to the foregoing provisions of this Agreement, and agrees to pay and deliver to Fidelity Union Trust Company, Trustee under the Indenture (and its successors as such Trustee), as hereinabove provided, all rents and all other moneys and security assigned to the Trustees, without any offset, counterclaim, deduction or defense whatsoever, and to deliver all notices,

(Continued on next page)