

accordance with its terms, maintain the Lease in full force and effect and comply with all the terms thereof.

Assignor represents and warrants that (a) the Lease is in full force and effect, has not been cancelled and has not been assigned or encumbered and (b) no default exists under the Lease.

Assignor covenants that so long as this Assignment shall remain in effect it will not assign or encumber, to anyone other than Assignee, the whole or any part of the rents, moneys, claims and rights hereby assigned, and that it will not take or omit to take any action, the taking or omission of which might result in an alteration or impairment of the Lease or this Assignment or any of the rights created by either of such instruments.

Assignor, at its expense, will (a) execute and deliver all such instruments and take all such action as Assignee from time to time may reasonably request in order to obtain the full benefits of this Assignment and of the rights and powers herein created and (b) provide Assignee at the address specified in the Note Purchase Agreement with copies of each communication which it sends to Lessee.

This Assignment shall terminate upon payment in full of the principal of, and interest and premium, if any,

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