

all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertaking on its part to perform or discharge any of the terms, covenants or agreements contained in the Lease. If Assignee shall incur any such liability, loss or damage under the Lease or under or by reason of this Assignment or in the defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby prior to the Notes, and Assignor will reimburse Assignee therefor upon demand.

6. *Termination.* Upon the payment in full of all indebtedness secured hereby, this Assignment shall terminate and become and be void and of no effect and Assignee shall execute and deliver to Assignor, upon Assignor's request and at its expense, a written release of this Assignment, in properly recordable form. Such release shall conclusively evidence the payment and performance of all of the obligations secured hereby.

7. *Further Assurance.* Assignor from time to time will execute and deliver all such instruments and take all such action as Assignee may reasonably request in order further to effectuate the purposes of this Assignment and to carry out the terms hereof.

8. *Miscellaneous.* Neither this Assignment nor any term hereof may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. Assignee shall agree to any such change, waiver, discharge or termination, and shall give any consent or approval or make any request hereunder, as provided in the Agency Agreement. The term "Assignee", as used herein, shall include any successor or assign of First National City Bank at the time acting as agent or trustee for the holders of the Notes.

9. *Counterparts.* This Assignment has been executed and delivered in numerous counterparts, but it is intended that all counterparts together shall constitute only one Assignment. For recording purposes, only the description of the lands in each particular county shall be included in Schedule 1 of the counterpart hereof to be filed or recorded in each such county.

IN WITNESS WHEREOF, Assignor has caused its corporate name to be hereto subscribed by T. G. MCGREEVY, its Vice President, and its corporate seal to be hereto affixed and attested by R. L. KEELAND, its Assistant Secretary.

MARDEVCO, INC.

[CORPORATE SEAL]

By *T. G. McGreevy* (SEAL)
T. G. MCGREEVY Vice President

ATTEST:

R. L. Keeland (SEAL)
R. L. KEELAND Assistant Secretary

Signed, sealed and delivered in the presence of:

Audrey Wall
AUDREY WALL

Sherrill S. Mangels
Notary Public, Cook County, Illinois SHERRILL S. MANGELS

My commission expires: AUGUST 26, 1964