

any notice, consent, waiver or approval or to accept any surrender of the Leased Properties or any part thereof;

together with full power and authority, in the name of Assignor or otherwise, to demand, receive, enforce, collect or receipt for any or all of the foregoing, to endorse or execute any checks or other instruments or orders, to file any claims and to take any action which Assignee may deem necessary or advisable in connection therewith, Assignor hereby irrevocably constituting Assignee the attorney-in-fact of Assignor for such purposes. Any and all such rights of Assignee may be exercised by Assignee or its nominee, or by any receiver appointed at the instance of, or for the benefit of Assignee and no such exercise shall release Assignor from its obligations under the Lease.

This Assignment is made pursuant to a certain Note Purchase Agreement (the "Note Purchase Agreement"), dated as of September 1, 1970, between Assignor and Assignee, as part of the collateral security for the promissory note of Assignor (the "Note") being issued and delivered to Assignee pursuant thereto.

If and so long as no Event of Default shall have occurred and be continuing under a certain mortgage (the

(Continued on next page)