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ASSIGNMENT OF LEASE AND AGREEMENT

AGREEMENT made as of December 10, 1970 by and among Hertz Realty Corporation, a Delaware corporation having an address in care of The Hertz Corporation, 660 Madison Avenue, New York, New York 10021, Attn.: Properties and Concessions Department (herein called Assignor), The First National Bank of Chicago, having an address at One First National Plaza, Chicago, Illinois 60670 (herein called the Trustee) and John F. Howley, having an office at 414 Franklin Street, Tampa, Florida (herein together called the Trustees) as trustees under an Indenture of Mortgage and Deed of Trust (herein called the Indenture) dated as of December 10, 1970 from the Assignor to the Trustees, and The Hertz Corporation, a Delaware corporation having an address at 660 Madison Avenue, New York, New York 10021, Attn.: Properties and Concessions Department (herein called Tenant).

At or about the time of the delivery hereof, Assignor is entering into a Note Purchase Agreement providing for the issuance and sale of its First Mortgage Notes (herein called the Notes) under the Indenture as evidence thereof, and is mortgaging the premises described in Schedule A hereto (herein called the Premises) to the Trustees as security therefor under the Indenture. The Premises are being leased to Tenant under a Lease dated as of December 10, 1970 between Assignor as lessor and Tenant as lessee (herein called the Lease). In order to induce the purchasers of the Notes to purchase the same, Assignor and Tenant are entering into the undertakings herein set forth.

NOW THEREFORE, the parties hereto agree as follows:

1. Assignor, for a good and valuable consideration, receipt whereof is hereby acknowledged, in compliance with the provisions of the Indenture and as security for the payment of the principal, any premium interest and other sums payable on the Notes and for the performance of its obligations under the Indenture, the Notes and herein contained, 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 as lessor in, to and under the Lease, together with all rights, powers, privileges, options and other benefits of Assignor under the Lease, including, but not by way of limitation, the immediate right to receive and collect all rents, income, revenues, issues, profits, moneys and security, payable to or receivable by Assignor pursuant to any provisions of the Lease, whether as rents or as the purchase price of the Premises or a portion thereof or otherwise, the right to execute and deliver, as attorney in fact of Assignor, an appropriate assignment and other instruments necessary for the transfer and conveyance of the Premises to Tenant upon the purchase of the Premises by Tenant pursuant to the Lease, and to perform all necessary or appropriate acts as such attorney in fact with respect to any such conveyance, and the right to make all waivers and agreements, to give notices, consents and releases and other instruments, to take such action upon the happening of a default under the Lease, including the commencement, conduct and consummation of proceedings at law or in equity, as shall be permitted under the Lease or by law, and to do any and all other things which Assignor or any lessor of the Premises is or may become entitled to do under the Lease.

2. The assignment made hereby is executed as collateral security, and the execution and delivery hereof shall not impair or diminish the obligations of Assignor under the Lease, nor shall any of such obligations be imposed upon the Trustees, and all rights herein assigned to the Trustees shall be subject to the express terms of this Agreement and of the Lease. Upon the payment of all principal and interest on the Notes and of all sums payable under the Indenture, and the performance and observance of the provisions thereof and hereof, said assignment and all rights herein assigned to the Trustees shall terminate, and all estate, right, title and interest of Assignor in, to and under the assigned property shall revert to Assignor.

3. Assignor and Tenant represent to the Trustees that the Lease is in full effect according to its terms and is not in default, and Assignor represents that Assignor has not executed any other assignment of the subject matter of the assignment hereby made to the Trustees.