

3. Assignor designates the Trustee to receive all notices and other instruments which Lessee is required or permitted to give to or serve upon the lessor under the Lease, and directs Lessee to deliver to the Trustee, at 16 Wall Street, New York, New York 10015 or at such other address as the Trustee shall designate, duplicate original or conformed copies of all such notices and other instruments.

4. Assignor and Lessee represent to the Trustees that the Lease is in full force and effect and that no default exists thereunder, and Assignor represents to the Trustees that it has not executed any other assignment of the subject matter of the assignment hereby made to the Trustees.

5. Assignor agrees that said assignment and said designation and directions to Lessee are irrevocable, and that it will not, while said assignment is in effect, take any action which is inconsistent with this Agreement, or make any other assignment, designation or direction inconsistent herewith, and that any assignment, designation or direction inconsistent herewith shall be void. Assignor will from time to time, upon the request of the Trustee, execute such instruments of further assurance and such supplemental instruments as the Trustee may specify.

6. Lessee consents to the provisions of this Agreement, and agrees to pay and deliver to the Trustee all rentals and other sums assigned to the Trustees pursuant to this Agreement, or amounts equal thereto, without offset, deduction, defense, abatement, deferment or diminution, and that it will not seek to recover from the Trustees or either of them any sums paid to the Trustees or either of them by virtue of this Agreement, notwithstanding that (i) Assignor shall not have had good right or lawful authority to lease the Property to Lessee pursuant to the Lease, whether the reason for the failure of such right or authority shall be that Assignor did not have sufficient title to the Property at the time of the leasing thereof to Lessee or for any other reason, (ii) Assignor shall have sold, transferred or otherwise disposed of the Property to any person, (iii) the mortgage, deed of trust, deed to secure debt, act of mortgage or similar security instrument covering the Property from the Assignor to the Trustees, the Lease or this Agreement shall not have been filed, registered or recorded in the manner provided in Section 3.14(a) of the Indenture or (iv) the assignment hereby made to the Trustees shall be invalid or unenforceable or that Assignor shall have the right to revoke or shall revoke said assignment pursuant to any law of the jurisdiction in which the Property is located. Lessee agrees to deliver to the Trustee original or conformed copies of all notices and other instruments which it may deliver pursuant to the Lease.

7. Assignor and Lessee agree that the rejection of an offer to purchase the Property made by Lessee pursuant to paragraph 15(b) or 17(a) of the Lease prior to making the payment required to be made to the Trustee by Assignor pursuant to clause (2) of Section 4.14(a) of the Indenture shall be void, and the failure to make said payment to the Trustee at or prior to the time of said rejection shall constitute an acceptance of such offer of Lessee to purchase the Property for all purposes of the Lease. Assignor and Lessee agree that they will not, except as herein expressly permitted, enter into any agreement subordinating, amending, modifying or terminating the Lease without the written consent of the Trustees, and that any attempted subordination, amendment, modification or termination without such consent shall be void. If the Lease shall be amended as herein permitted, such instrument as so amended shall continue to be subject to the provisions of this Agreement without the necessity of any further act by any party hereto. Lessee covenants and agrees that it will remain obligated under the Lease in accordance with its terms, and that it will not take any action to terminate, rescind or avoid the Lease, notwithstanding the bankruptcy, insolvency, reorganization, composition, readjustment, liquidation, dissolution or other proceeding affecting Assignor or any assignee of Assignor, and notwithstanding any action with respect to the Lease which may be taken in any such proceeding by any trustee or receiver of Assignor or of any such assignee or by any court.

8. Nothing in this Agreement shall affect any right of Lessee to purchase the Property in accordance with the provisions of the Lease, and upon such purchase (other than a purchase pursuant to paragraph 24 thereof) said assignment shall terminate.

9. Lessee agrees that it will deliver to the Trustee, and its successors as the corporate trustee under the Indenture, and the holders of the Notes (or the persons for whom such holders are acting as nominees):

(i) within 60 days after the end of each of the first three quarterly periods in each fiscal year of Lessee a statement of income and surplus of Lessee for the portion of the fiscal year ending with such quarterly period and a balance sheet of Lessee as at the end of such quarterly period, setting forth, in each case, in comparative form, figures for the corresponding period of the preceding fiscal year, all in reasonable detail and satisfactory in scope to the Trustee and the holders of the Notes, together with a certificate by a principal financial or accounting officer of Lessee stating that such financial statements are true and correct, subject to year-end adjustments; and