

Assignor shall have no right whatsoever to take any action under the Lease without the written consent of Assignee, but shall take all such action as may from time to time be requested by Assignee. Assignor shall, however, remain liable to perform all of the obligations of the lessor under the Lease and shall enforce the Lease in 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, without the prior written approval of Assignee, amend, modify or cancel the Lease, accept the surrender thereof, give any consent or waiver or make any acceptance or rejection thereunder, or 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 irrevocably appoints Assignee as its true and lawful attorney, in its name and stead, and on its behalf, to execute and deliver such deed, bill of sale, and other instruments as Assignee may consider necessary or appropriate, in the event that Lessee exercises any option, right or obligation provided for in the Lease to purchase any Leased Property, with full power of substitution, the Assignor hereby ratifying and confirming all that such attorney or any substitute shall lawfully do by virtue hereof. If so requested by Assignee, Assignor shall execute and deliver such instruments as may reasonably be requested to ratify and confirm such action.

Assignor, at its expense, will 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.

This Assignment shall terminate upon payment in full of the principal of, and interest and premium, if any, on the Term Note and any other indebtedness secured by the