

collect all rents, income, revenues, issues, profits, condemnation awards, moneys and security payable or receivable under the Lease or pursuant to any of the provisions thereof, whether as rents or as the purchase price of the Property or otherwise (except sums payable directly to any person other than the lessor thereunder), (ii) if the Lessee exercises any right to purchase the Property or to substitute another property therefor pursuant to the Lease, or if the Lessee shall be required to purchase the Property and in lieu thereof effects such a substitution, the right and power (which right and power are coupled with an interest) to execute and deliver, as agent and attorney-in-fact of the Assignor, an appropriate deed and other instruments necessary for conveyance of the Property to the Lessee, (iii) the right to perform all other necessary or appropriate acts as said agent and attorney-in-fact with respect to any such purchase, substitution and conveyance, (iv) the right to make all waivers and agreements, (v) the right to give all notices, consents and releases, (vi) the right 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 any provision of the Lease or by law or in equity and (vii) the right to do any and all other things whatsoever which the Assignor or any lessor is or may become entitled to do under the Lease, and (b) all of the Assignor's estate, right, title and interest in, to and under the Guaranty, dated the date hereof (herein called the Guaranty), relating to the Lease and made by Ashland Oil, Inc., a Kentucky corporation (the Guarantor) to the Assignor and the Trustees, together with all rights, powers, privileges and other benefits of the Assignor under the Guaranty, including, but not by way of limitation, the immediate and continuing right to receive and collect all sums payable or receivable under the Guaranty or pursuant thereto and to do all other things which the Assignor is or may become entitled to do under the Guaranty. Notwithstanding any other provision of this Agreement,