acquittance for] any and all moneys and claims for moneys due and to become due from the Lessee under or arising out of the Lease, to endorse any checks or other instruments or orders in connection therewith and to file any claims or take any action or institute any proceedings which the Trustees or either of them may deem to be necessary or advisable; *provided, however,* that such power of attorney shall be in effect only so long as this Lease Assignment and the Lease shall be assigned to the Trustees pursuant to the Indenture.

4. REPRESENTATIONS AND WARRANTIES:

The Lessor and the Lessee represent and warrant that the Lease is in effect and is not in default, and the Lessor further represents and warrants that it has not executed any assignment of, or in any way affecting, the subject matter of the assignment made by this Lease Assignment to the Company, other than the assignment to the Company made by the Mortgage.

5. IRREVOCABILITY; SUPPLEMENTAL INSTRUMENTS:

The Lessor and the Company each agrees that the assignment made by this Lease Assignment and the designations and directions to the Lessee hereinabove set forth are irrevocable, and that the Lessor will not, while said assignment is in effect or thereafter until the Lessee has received from the Company notice of the termination of said assignment, take any action as lessor under the Lease or otherwise which is inconsistent with said assignment, or make any other assignment, designation or direction inconsistent therewith, and that any assignment, designation or direction inconsistent therewith shall be void. The Lessor will from time to time, upon request of the Company, execute all instruments of further assurance and all such supplemental instruments as the Company may specify.

6. AMENDMENT OR TERMINATION OF THE LEASE:

The Lessor and the Lessee each agrees that it will not, *except* as permitted by the Lease, the Note Purchase Agreements, the Mortgage or the Indenture, enter into any agreement subordinating, amending, supplementing, hypothecating, waiving, discharging or terminating the Lease without the Company's and, so long as this Lease Assignment and the Lease shall be assigned to the Trustees pursuant to the Indenture, the Trustees' prior written consent thereto, and that any attempted subordination, amendment, supplement, hypothecation, waiver, discharge or termination without such consent shall be void unless permitted by the Lease, the Note Purchase Agreements, the Mortgage or the Indenture. In the event that the Lease shall be amended or supplemented as herein permitted, the Lease as so amended or supplemented shall continue to be subject to the provisions of this Lease Assignment without the necessity of any further act by any of the parties hereto.

7. LESSEE'S CONSENT AND AGREEMENT; LIEN OFFSET:

(a) The Lessee consents to the provisions of this Lease Assignment, and agrees it will deliver or remit directly to Shawmut Bank of Boston, N.A., as Trustee under the Indenture, so long as this Lease Assignment and the Lease shall be assigned to the Trustees pursuant to the Indenture, and thereafter to the Company, at the address therefore provided for in paragraph 3(a), (i) copies of all notices and other instruments, reports, financial statements or communications required or permitted to be given or made by the Lessee pursuant to the Lease or this Lease Assignment, and (ii) all Basic Rent, Additional Rent, purchase prices, liquidated damages and other payments, tenders and security now or hereafter due and payable to or receivable by the lessor under the Lease, without notice or demand (other than such notice or demand as may be expressly required by the Lease), and without any offset, deduction, defense, abatement, suspension, deferment, diminution or reduction for any reason. If the Lessee shall make any delivery or remittance inconsistent with this paragraph 7(a), such delivery or remittance shall be neither valid nor effective as a delivery or remittance for purposes of the Lease, this Lease Assignment, the Note Purchase Agreements, the Mortgage or the

4