

obligations of the Assignor under the provisions of the Lease nor shall any of the obligations contained in the Lease be imposed upon the Assignee. Upon the payment of the principal of (and premium, if any) and all accrued interest on the Bonds and of all other sums payable on the Bonds and under the Indenture, and the performance and observance of the provisions thereof, then, said assignment and all rights herein assigned to the Assignee shall cease and terminate and all the estate, right, title and interest of the Assignor in and to the above-described assigned property shall revert to the Assignor, and the Assignee shall, at the request of the Assignor, deliver to the Assignor an instrument in recordable form canceling this Agreement and reassigning to the Assignor the above-described assigned property, without recourse.

3. The Assignor hereby designates the Assignee to receive all notices, undertakings, demands, statements documents and other communications which the Lessee is required or permitted to give, make, deliver to or serve upon the lessor under the Lease, and the Assignor hereby directs the Lessee to deliver to the Assignee at its principal corporate trust office duplicate original copies of all such notices, undertakings, demands, statements, documents and other communications.

4. The Assignor and the Lessee represent to the Assignee that the Lease is in full effect and is not in default, and the Assignor represents to the Assignee that the Assignor has not executed any other assignment of the subject matter of the assignment hereby made to the Assignee (other than the Indenture).

5. The Assignor agrees that said assignment and the designation and direction to the Lessee hereinabove set forth are irrevocable, and that it will not, while said assignment is in effect or thereafter until the Lessee has received from the Assignee notice of the termination thereof, 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 Assignor will from time to time, upon the request of the Assignee, execute all instruments of further assurance and all such supplemental instruments as the Assignee may specify.

6. The Lessee consents to the provisions of this Agreement, and agrees to pay to the Assignee by bank wire of immediately available funds or credit of good funds to the

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