

receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. Assignor, as security for the payment of the principal of, premium, if any, interest and all other sums payable on the Notes and of all other sums payable under the Indenture and the performance and observance of the provisions thereof, has assigned, transferred, conveyed and set over, and by these presents does assign, transfer, convey and set over to the Trustees all of Assignor's estate, right, title and interest under the Lease, together with all rights, powers, privileges, options and other benefits of Assignor as lessor under the Lease, including, but not by way of limitation, (i) the immediate and continuing right to receive and collect all rents, income, revenues, issues, profits (except Lessee's business profits), insurance proceeds, condemnation awards, moneys and security payable or receivable under the Lease or pursuant to any of the provisions thereof, whether as rents or any part thereof, Termination Value and any insurance proceeds or otherwise (except sums payable directly to any person other than the lessor thereunder), (ii) the right to make all waivers and agreements, (iii) the right to give all notices, consents and releases, (iv) 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

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