

in accordance with the terms and conditions of the Indenture, and until such additional sums as may become due and payable under the Indenture have been paid.

This Assignment is made for the purpose of paying, and securing the payment of, the principal of, and interest and premium, if any, on, the Notes, and of securing the performance of the obligations of Assignor as set forth in the Indenture.

Assignor hereby irrevocably designates and appoints Assignee its true and lawful attorney-in-fact in its name, place and stead to ask, demand, collect, sue for, attach, levy, recover and receive all rents and moneys which are hereby assigned and which now are or hereafter may become due, owing and payable under the Lease and from the Leased Property (as defined in the Lease) from the present Lessee or its successors or assigns, with full power to institute any and all legal proceedings available to it under applicable law for the collection thereof or for the taking possession of the Leased Property or any part thereof, including summary proceedings.

Assignor hereby further designates and appoints Assignee its true and lawful agent and attorney-in-fact (i) to make and execute, in the name and on behalf of Assignor, deeds to said Leased Property complying with the provisions of Section 29 of the Lease and to deliver the said deeds on behalf of Assignor to Lessee against payment of the purchase price for said Leased Property in accordance with the provisions of the Lease and (ii) to make, execute and deliver, in the name and on behalf of Assignor, deeds to any part of the Leased Property and instruments in substantially the form annexed to the Lease as Exhibit A as required by the provisions of Sections 30 and 31 of the Lease. Each deed and/or instrument so made, executed and delivered by Assignee on behalf of Assignor shall be binding upon Assignor and all persons claiming by, through or under Assignor with the same effect as if Assignor had itself made, executed and delivered the same.

Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Lease or under or by reason of this Assignment and

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