

of the terms and conditions hereof, will contravene or violate any provisions of any such term, or result in the creation of any lien upon any property of the Lessee pursuant to any such term.

(c) Agreements. This assignment has been duly authorized by all necessary corporate action on the part of the Lessee, and the execution and delivery hereof does not require any approval of stockholders of the Lessee, or approval or consent of any trustee or holders of any indebtedness or obligations of the Lessee, and this assignment has been duly executed and delivered by the Lessee and constitutes a legal, valid and binding obligation of the Lessee enforceable against the Lessee in accordance with its terms.

(d) No Governmental Consent, etc. Neither the execution and delivery by the Lessee of this assignment nor the consummation by the Lessee of any of the transactions contemplated hereby requires the consent or approval of, the giving of notice to, or the registration, recording or filing of any document with, or the taking of any other action with respect to any Federal, state or local governmental authority or agency.

(e) Litigation. There is no action, suit, proceeding or investigation pending or, to the best of the Lessee's knowledge, threatened (or any basis therefor) before any court, administrative agency, arbitrator or governmental body which, either in any case or in the aggregate, is likely to result in a material adverse change in the business, assets, operations, affairs or conditions of the Lessee or any of its subsidiaries or in any of their respective properties or assets, or in any material impairment of the title or ability of its subsidiaries to carry on their respective businesses substantially as now conducted and as presently proposed to be conducted, or impair the ability of the Lessee to perform its obligations hereunder, or result in any material liability (whether or not covered by insurance) on the part of the Lessee or any of its subsidiaries, or which questions the binding validity and enforceability of this assignment or of any action taken or to be taken in connection with the transactions contemplated hereby.

(f) Financial Statements. The Lessee has heretofore caused to be delivered to the Company copies of the financial statements of the Lessee. All such financial statements (including in each case the related schedules and notes) are correct and complete and fairly present the financial condition of the Lessee and its consolidated subsidiaries as at the respective dates of such balance sheets and the results of the operations of the Lessee and its consolidated subsidi-