

Estate"); provided, however, that in those jurisdictions requiring assignment to a trustee, the Assignor hereby creates a security interest in, Mortgage, grant, bargain, sell, assign, pledge, give, transfer, set over and convey unto _____ (the "Trustee"), as trustee, all of the above described Assignor's present and future estate, right, title and interest in, to and under those certain Leases more fully described in Exhibit A for the benefit of the Assignee (with the Assignee to have the absolute right of substitution of the Trustee from time to time to the fullest extent permitted by the laws of the relevant jurisdiction without consent of the Assignor). In the event this latter proviso is applicable, all references hereinafter to Assignor shall refer to the Trustee unless the context requires otherwise.

TO HAVE AND TO HOLD all and singular the Lease Estate, whether now owned or held or hereinafter acquired, unto the Bank, its successors and assigns, forever;

IN TRUST, NEVERTHELESS, with power of sale, for the benefit and security of the Assignee and for the enforcement of the payment of all Obligations in accordance with the Notes and the Financing Agreement.

1. The Assignor agrees that the Obligations are to be secured, and the Lease Estate is to be held and disposed of by the Assignee upon and subject to the provisions of this Assignment of the Lease Estate; provided, however, that it is specifically understood and agreed that the Assignee shall not exercise any rights granted hereunder or resort to any benefit under or enforce any provision of the Leases unless and until there shall have been an Event of Default by the Assignor under the Agreement.

2. The Assignor agrees that it shall not, without the prior written approval of the Assignee, release, terminate, cancel, modify, breach, default under or amend (but may renew and/or extend) the Leases; nor sell, pledge, mortgage or otherwise transfer or encumber its interest in the Leases or the Lease Estate except pursuant to this Assignment.

3. The Assignor acknowledges and agrees that the Assignee does not and shall not assume under any circumstances any of the obligations or duties of the Assignor under or with respect to the Leases or the Lease Estate as a result of the execution and delivery of this Assignment.

4. The Assignor covenants and agrees that it shall perform in a timely manner each and every obligation, term and condition imposed upon the Assignor under the Leases and shall keep the Leases in full force and effect and free from default.

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