

requested, upon the condition that the Assignor shall execute and deliver this Assignment;

Now, THEREFORE, in consideration of the purchase of the Series B Notes in the principal amount of \$2,500,000, and other good and valuable considerations, the Assignor hereby grants, pledges, transfers and assigns to the Assignee all of the following rights, titles and interests of the Assignor in and to the Lease (excluding from this Assignment, however, the last day of the term of the Lease) covering the lands described in said Schedule 1:

(a) an amount of each installment of the Basic Rent (as defined in the Lease) payable to the Assignor by Lessee pursuant to paragraph 2 of the Lease, which is equal to the sum of (i) the annual mandatory prepayments (or, as the case may be, the payment due on July 15, 1982) payable on the Series B Notes on the due date of such Basic Rent installment and (ii) the interest payable on the unpaid principal of the Series B Notes on such date;

(b) all claims and rights of action on the part of the Assignor, whether arising under the Lease or by statute or at law or in equity or otherwise, against Lessee; and

(c) all rents payable to the Assignor on any reletting of the Properties subject to the Lease pursuant to paragraph 11 of the Lease or otherwise.

To HAVE AND TO HOLD and to apply the same to the payment of the Notes until the Notes shall have been fully repaid, with interest thereon, in accordance with the terms and conditions of the Indenture, and until such additional sums as may become due and payable under the Lease and the Indenture have been paid.

This Assignment is made for the purpose of paying and securing the payment of the principal of, and interest on, the Notes; and of securing the performance of the following obligations of the Assignor:

FIRST: (a) Payment of all other sums, with interest thereon, becoming due and payable to the Assignee and the holders of the Notes under the provisions hereof or under the provisions of the Notes, Indenture and Lease.

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