

SERIES A RENTAL ASSIGNMENT

RENTAL ASSIGNMENT, dated as of December 1, 1964, from CITICO REALTY COMPANY ("Assignor"), a Virginia corporation with offices at 15th and K Streets, N. W., Washington, D. C. 20013 to MORGAN GUARANTY TRUST COMPANY OF NEW YORK ("Assignee"), with its principal office at 23 Wall Street, New York, New York 10015, as agent for the holders of the Notes referred to below under the Agency Agreement (the "Agency Agreement") dated as of December 1, 1964 between the Assignor and the Assignee,

WITNESSETH:

WHEREAS, Assignor is the lessor under a certain Series A Lease (the "Lease"), dated as of December 1, 1964, with Southern Railway Company ("Southern"), a Virginia corporation, The Alabama Great Southern Railroad Company ("AGS"), an Alabama corporation, and The Cincinnati, New Orleans and Texas Pacific Railway Company ("CNOTP"), an Ohio corporation (Southern, AGS and CNOTP being hereinafter collectively referred to as the "Lessees"), under which Assignor has leased a microwave communication system (the "Communication System") to Lessees for a term commencing December 1, 1964, and ending at the close of business on November 15, 1979, and a counterpart of the Lease has been filed in each county in which this Assignment is filed simultaneously with the filing of the Assignment (in each case containing or referring to a description of the lands in such county which are included in the Communication System which is adequate for recording purposes) to which Lease, and the record thereof in each such county, reference is hereby made for all purposes, including a description of the lands in such county which are included in the Communication System;

WHEREAS, Assignor deems it advisable for its corporate purposes to issue and sell to institutional purchasers its Notes, Series A (the "Notes"), in the principal amount of \$14,000,000;

WHEREAS, it is a condition of the obligations of such purchasers to purchase the Notes that Assignor execute and deliver this Assignment to Assignee;

NOW, THEREFORE, in consideration of the purchase of the Notes, and other good and valuable considerations, Assignor hereby grants, pledges, transfers, assigns, and sets over to Assignee:

(a) the right to receive an amount (which may be all) of each installment of basic rental payable pursuant to paragraph 2 of the Lease which equals the aggregate of all amounts of principal and interest due and payable and becoming due and payable on the Notes on the due date of such installment of basic rental;

(b) all rents payable on any reletting of any portion of the Communication System pursuant to paragraph 12 of the Lease; and

(c) all claims, rights, powers, privileges and remedies on the part of Assignor, whether arising under the Lease or by statute or at law or in equity or otherwise, consequent on any default by Lessee referred to in paragraph 12 of the Lease;

together with full power and authority, in the name of Assignee or Assignor or otherwise, to enforce, collect, receive and receipt for any and all of the foregoing. Assignor hereby irrevocably directs Lessees to pay to or as directed from time to time by Assignee the amount of each installment of basic rental specified in paragraph (a) above. Any and all rights of Assignee hereunder may be exercised by any receiver appointed at the instance or for the benefit of Assignee or the holders of the Notes.

To HAVE AND TO HOLD the same upon and subject to the following terms and conditions:

1. **Security for Notes, etc.** This Assignment is made for the pro rata benefit of the holders of the Notes from time to time outstanding to secure the payment of the principal of and interest on the Notes and all other sums payable by Assignor pursuant thereto and to the Agency Agreement and the performance of and compliance with all the terms of the Notes.

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