

This Assignment is made pursuant to a certain Note Purchase Agreement, dated as of September 1, 1972, between Assignor and Assignee, respectively, as part of the collateral security for a certain 8-1/4% interim promissory note (the "Interim Note") and an 8-1/4% term promissory note (the "Term Note" and with the Interim Note collectively, the "Notes") of Assignor being issued and delivered to Assignee pursuant thereto.

If and so long as no Event of Default (as therein defined) shall have occurred under a certain blanket mortgage of the Leased Properties (as the same may be from time to time supplemented or amended, the "Mortgage"), dated as of the date hereof, given by Assignor to Assignee as further security for the Notes, all moneys covered by this Assignment shall be applied as follows:

(a) each installment of Basic Rent (as defined in the Lease) shall be applied, to the extent necessary, to the payment of the installments becoming due on the Notes on the due date of such installment of Basic Rent, such application to be made in accordance with the terms of the Notes;

(b) all Additional Rent (as defined in the Lease) shall be applied to the payment of the obligation or liability in respect of which such Additional Rent was paid;

(c) all proceeds of insurance and all awards and payments on account of a Taking (as defined in the Lease) shall be applied as provided in Article XVII of the Lease;

(d) all amounts paid by Lessee in the event it purchases a Leased Property pursuant to the provisions of either (i) Section 17.3(b) of the Lease (relating to a Taking of, or material damage or destruction to a Leased Property) or (ii) Section 18.1 of the Lease (relating to a discontinuance of operations on a Leased Property) shall be applied to the prepayment of whichever of the Notes is then outstanding as provided in Section 2.2(b) of the Mortgage;

(e) the amount of any insurance proceeds or awards not required to be paid to, or upon the direction of, Lessee pursuant to the provisions of