

WHEREAS, Assignor heretofore has issued \$14,056,000 aggregate principal amount of its Notes of the series designated 5% Secured Notes Series B due June 30, 1991 of which \$14,056,000 aggregate principal amount is presently outstanding;

WHEREAS, concurrently with the execution and delivery hereof Assignor has issued under the Indenture \$10,026,000 aggregate principal amount of its Notes of the series designated 5% Secured Notes Series C due December 31, 1991;

Now, THEREFORE, WITNESSETH: in consideration of the sum of One Dollar (\$1) duly paid to Assignor upon the execution and delivery of this Assignment and of other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, pledges, transfers and assigns to Assignee all of the following rents, moneys and rights:

(a) the Basic Rent (as defined in the Lease) or amounts equal thereto, payable under Sections 2 and 18 of the Lease, together with all interest on overdue installments of Basic Rent or such amounts equal thereto;

(b) moneys payable by Lessee under Sections 18 and 29 of the Lease;

(c) damages payable by Lessee under Section 27 of the Lease, less any portion thereof measured by Service Rent or other additional rent payable under the Lease;

(d) the right to any security requested by Assignee under Section 15 of the Lease;

(e) the additional rent (other than Service Rent as defined in the Lease) payable in respect of any action taken by Assignee under the Lease pursuant to Section 22 or otherwise;

(f) moneys payable by Lessee with respect to the indemnification of Assignee under Section 19 of the Lease and the payment of Assignee's costs and expenses under Sections 18, 24, 29 and 30 of the Lease;

(g) rights of Assignor under Sections 20, 22, 24, 25 and 26 of the Lease.

To HAVE AND TO HOLD and to apply the same to the payment of the Notes until the Notes shall have been fully paid, with interest thereon,

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