

"Mortgage") of the Leased Properties, given by Assignor as further security for the Note, Assignee shall apply all moneys received by it pursuant to this Assignment 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 quarter-annual installments becoming due under the Note on the due date of such installment of Basic Rent, such application to be made in accordance with the terms of the Note;

(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 the Lease; and

(d) all amounts paid by Lessee pursuant to (i) Section 17.3(b) of the Lease (relating to a Taking of a Leased Property or material damage thereto or destruction thereof) and (ii) Article XVIII of the Lease (relating to a discontinuance of operations of a Leased Property), shall be applied to the partial prepayment of the Note as provided in Article IV of the Note Purchase Agreement; and

(e) all other moneys received by Assignee pursuant to this Assignment shall be remitted to Assignor.

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