

of \$3,000,000, bearing even date herewith (the "Note"), accompanied by a Second Mortgage secured upon said premises bearing like date (the "Mortgage"); and

WHEREAS, Assignor has previously assigned to Assignee, by an Assignment dated October 25, 1978 (the "First Assignment"), all of its rights, title and interest in said Lease and Operating Agreements as collateral security for its note to Assignee in the principal sum of \$12,000,000, dated October 25, 1978 (the "First Note") and accompanying mortgage of even date therewith (the "First Mortgage"); and

WHEREAS, Assignor has agreed to assign to Assignee, as collateral security for said Note and Mortgage, all of its right, title and interest in said Lease and Operating Agreements, subject to the First Assignment set forth above.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Assignor, for and in consideration of said Note and Mortgage and as collateral security therefor, has assigned, transferred and set over, and by these presents does hereby assign, transfer and set over unto Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the aforesaid Lease and Operating Agreements.

THIS ASSIGNMENT IS MADE BY ASSIGNOR AND IS ACCEPTED BY ASSIGNEE UPON THE FOLLOWING TERMS, CONDITIONS AND PROVISIONS:

1. Until default shall have occurred in the performance by Assignor of any of the agreements, covenants and obligations set forth in said Note and Mortgage and such default shall continue as therein provided, Assignor may continue to collect and appropriate the rents, issues and profits under the aforesaid Lease and Operating Agreements. In the event of any default occurring and continuing as provided in said Note and Mortgage,