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WHEREAS, concurrently with the execution and delivery hereof Assignor has issued under the Indenture $14,056,000 aggregate principal amount of its Notes of the series designated 5% Secured Notes Series B due June 30, 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, in accordance with the terms and conditions of the Indenture, and until

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such additional sums as may become due and payable under the Indenture have been paid.

This Assignment is made for the purpose of paying, and securing the payment of, the principal of, and interest and premium, if any, on, the Notes, and of securing the performance of the obligations of Assignor as set forth in the Indenture.

Assignor hereby irrevocably designates and appoints Assignee its true and lawful attorney-in-fact in its name, place and stead to ask, demand, collect, sue for, attach, levy, recover and receive all rents and moneys which are hereby assigned and which now are or hereafter may become due, owing and payable under the Lease and from the Leased Property (as defined in the Lease) from the present Lessee or its successors or assigns, with full power to institute any and all legal proceedings available to it under applicable law for the collection thereof or for the taking possession of the Leased Property or any part thereof, including summary proceedings.

Assignor hereby further designates and appoints Assignee its true and lawful agent and attorney-in-fact (i) to make and execute, in the name and on behalf of Assignor, deeds to said Leased Property complying with the provisions of Section 29 of the Lease and to deliver the said deeds on behalf of Assignor to Lessee against payment of the purchase price for said Leased Property in accordance with the provisions of the Lease and (ii) to make, execute and deliver, in the name and on behalf of Assignor, deeds to any part of the Leased Property and instruments in substantially the form annexed to the Lease as Exhibit A as required by the provisions of Sections 30 and 31 of the Lease. Each deed and/or instrument so made, executed and delivered by Assignee on behalf of Assignor shall be binding upon Assignor and all persons claiming by, through or under Assignor with the same effect as if Assignor had itself made, executed and delivered the same.

Assignee shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Lease or under or by reason of this Assignment and