SECTION 1. CONDITIONAL ASSIGNMENT.

The Assignors do hereby assign to First National, its successors and assigns, and First National does hereby accept, as collateral security for payment of the Note, any other amounts to be paid by the Assignors under the Loan Agreement and this Conditional Assignment of Lease, all and singular of the Assignors' right, title and interest in, to or arising under the following:

- (a) That certain Construction Agreement and Lease dated as of February 1, 1983 between the Assignors, as lessor, and the Company, as lessee, and all amendments thereto (the "Lease"), attached as Exhibit "A" to this Conditional Assignment;
- (b) All proceeds payable to the Assignors from disposition by them of the Lease; and
 - (c) All amounts payable to the Assignors under the Lease.

The things described in items (a) through (c), inclusive, hereinafter collectively shall be termed "Collateral."

These assignments are made upon the express condition that if the Assignors shall pay or cause to be paid all amounts payable to First National under the Note, the Loan Agreement and this Conditional Assignment of Leae, then these assignments shall cease and be discharged; otherwise they shall remain in full force and effect.

SECTION 2. WARRANTY OF TITLE.

The Assignors warrant that they have all right, power and authority to make this conditional assignment for the uses and purposes herein set forth; and that the Collateral is unencumbered

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