

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns forever, or for such shorter period as hereinafter may be indicated.

THIS ASSIGNMENT IS MADE FOR THE PURPOSE OF SECURING the payment of the indebtedness evidenced by that certain Note (the "Note") of even date herewith, in the principal sum of Three Million Six Hundred Thousand Dollars (\$3,600,000.00) made by Assignor payable to the order of Assignee, and presently held by Assignee, including any extension and renewal thereof and any note or notes supplemental thereto, as well as the payment, observance, performance and discharge of all other obligations, covenants, conditions and warranties continued in the Second Mortgage and Security Agreement (the "Mortgage") securing repayment of said Note and bearing even date therewith, and in any extensions, supplements and consolidations thereof, covering the Mortgaged Premises and securing the said Note (hereinafter collectively called "the Note and Mortgage"), together as security for repayment by Assignor to Assignee of any other indebtedness or obligation Assignor may now or hereafter incur to Assignee, all hereafter called "obligations of Assignor."

A. TO PROTECT THE SECURITY OF THIS ASSIGNMENT,  
ASSIGNOR COVENANTS:

1. That Assignor has full right and title to assign the said Leases and rents, subject only to the rights of the holder of a certain Mortgage, Security Agreement and Assignment of Leases, Rents and Profits in favor of Westinghouse Credit Corporation of even date herewith and Assignee acknowledges that this Assignment is subordinate thereto.

2. To observe and perform all of the obligations imposed upon the Lessor in said Leases and not to do or permit to be done anything to impair the security thereof; that said Leases are valid and enforceable and that the tenants except for Vince

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