



ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS, made as of the 1st day of December 1998 (this "Assignment"), made by the undersigned (the "Assignor"), in favor of PARIBAS (formerly Banque Paribas), as Collateral Agent (the "Assignee"), for the benefit of (x) the Banks (as defined below) and the Agent (as defined below) under, and any other lender from time to time party to the Credit Agreement hereinafter referred to (such Banks, the Agent and the other lenders, if any, are hereinafter called the "Bank Creditors") and (y) if Paribas in its individual capacity, any Bank or a syndicate of financial institutions organized by Paribas or any such Bank or an affiliate of Paribas or such Bank enter into one or more (i) interest rate protection agreements (including, without limitation, interest rate swaps, caps, floors, collars and similar agreements), (ii) foreign exchange contracts, currency swap agreements or other similar agreements or arrangements designed to protect against the fluctuations in currency values and/or (iii) other types of hedging agreements from time to time (collectively, the "Interest Rate Protection or Other Hedging Agreements"), with, or guaranteed by, the Borrower, Paribas, any such Bank or an affiliate of Paribas or such Bank (even if Paribas or any such Bank ceases to be a Bank under the Credit Agreement for any reason) and any such institution that participates in such Interest Rate Protection or Other Hedging Agreements and their subsequent assigns (collectively, the "Other Creditors" and, together with the Bank Creditors, are herein called the "Secured Creditors"). Except as otherwise defined herein, terms used herein and defined in the Credit Agreement shall be used herein as therein defined.

WITNESSETH:

WHEREAS, the Assignor is a lessee of certain property or properties described on Exhibit A attached hereto (collectively, the "Properties");

WHEREAS, ALLIANCE National Incorporated (the "Borrower"), various financial institutions from time to time party thereto (the "Banks") and Paribas, as Agent (the "Agent"), have entered into a Credit Agreement, dated as of January 16, 1997, and amended and restated as of November 6, 1998, providing for the making of Loans and the issuance of, and participation in, Letters of Credit as contemplated therein (as used herein, the term "Credit Agreement" means the Credit Agreement described above in this paragraph, as the same may be further amended, modified, extended, renewed, replaced, restated, supplemented, restructured or refinanced from time to time, and including any agreement extending the maturity of, refinancing or restructuring (including, but not limited to, the inclusion of additional borrowers thereunder that are Subsidiaries of the Borrower and whose obligations are guaranteed by the Borrower thereunder or any increase in the amount borrowed)) all or any portion of, the Indebtedness under such agreement or any successor agreements; provided, that with respect to any agreement providing for the refinancing of Indebtedness under, and as defined in, the Credit Agreement, such agreement shall only be treated as, or as part of, the Credit Agreement hereunder if (i) either (A) all obligations under the Credit Agreement being refinanced shall be paid in full at the time of such refinancing, and all commitments and letters of credit issued pursuant to the refinanced Credit Agreement shall have terminated in accordance with their terms or (B) the Required Banks shall

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have consented in writing to the refinancing Indebtedness being treated, along with their Indebtedness, as Indebtedness pursuant to the Credit Agreement, (ii) the refinancing Indebtedness shall be permitted to be incurred under the Credit Agreement being refinanced (if such Credit Agreement is to remain outstanding) and (iii) a notice to the effect that the refinancing Indebtedness shall be treated as issued under the Credit Agreement shall be delivered by the Borrower to the Collateral Agent);

WHEREAS, pursuant to the Subsidiaries Guaranty, each Subsidiary (other than Partnership Subsidiaries) of the Borrower has jointly and severally guaranteed to the Secured Creditors the payment when due of all obligations and liabilities of the Borrower under or with respect to the Credit Documents and each Interest Rate Protection or Other Hedging Agreements with one or more Other Creditors;

WHEREAS, the Borrower desires to incur Loans and to have Letters of Credit issued to its account pursuant to the Credit Agreement;

WHEREAS, the Borrower may at any time and from time to time enter into one or more Interest Rate Protection or Other Hedging Agreements with one or more Other Creditors;

WHEREAS, it is a condition to each of the above-described extensions of credit to the Borrower that the Assignor shall have executed and delivered this Assignment to the Assignee; and

WHEREAS, the Assignor desires to execute this Assignment to satisfy the conditions described in the preceding paragraph;

NOW, THEREFORE, in consideration of the benefits accruing to the Assignor, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby makes the following representations and warranties to the Assignee for the benefit of the Secured Creditors and hereby covenants and agrees with the Assignee for the benefit of the Secured Creditors as follows:

1. The Assignor hereby absolutely, unconditionally and irrevocably grants, bargains, sells, transfers, assigns and conveys to the Assignee:

(a) All of the right, title and interest of the Assignor in, to and under any and all leases, subleases, options, concession agreements, rental agreements, occupancy agreements, franchise agreements, licenses and other agreements (including, without limitation, all amendments, extensions, replacements, renewals, modifications and/or guaranties thereof) now in existence or subsequently executed or created by or on behalf of the Assignor affecting the use or occupancy of all or any portion of the Properties (collectively, the "Leases"); and

(b) the rights of the Assignor, as sublessor, in respect of cash, promissory notes, letters of credit and securities, if any, deposited, and the right to receive and collect any rents, additional rents, charges, issues, revenues, profits, royalties, income, distributions, monies and other benefits or sums due or to become due or to which the Assignor may now or shall

hereafter become entitled or may demand or claim under any Lease or otherwise arising in connection with the operation and maintenance of the Properties (collectively, the "Rents"); and

(c) any and all payments in lieu of Rents and any premium or other consideration payable to the Assignor upon the exercise of a cancellation privilege provided in any Lease, together with any and all rights which the Assignor may have with respect to loss of Rents resulting from untenability or unsuitability of all or any portion of the Properties; and

(d) all of the right, power and authority of the Assignor to cancel or terminate the Leases (except upon the occurrence of a default by a lessee under any such Lease or as otherwise permitted under the terms of the Lease) or to accept any surrender, cancellation or termination of the same (except in accordance with the terms of such Lease); and

(e) all of the options, rights, powers and privileges of the Assignor under any Lease, whether heretofore or hereafter existing;

provided that, (i) if any Lease under which the Assignor is a lessee prohibits, or requires the consent for (in accordance with the terms thereof after giving effect to any applicable laws), the granting of a security interest in such lease, or in the event the granting of a security interest in any Lease under which such Assignor is a lessee shall violate applicable law, then the security interest granted hereby shall be limited to the extent (and only to the extent) necessary so that such Lease may not be so violated or no such violation of law shall exist, as the case may be, and (ii) absent the occurrence and continuation of an Event of Default, a license is hereby granted to each Assignor, but limited as hereinafter provided, to collect all of the Rents and exercise all of the foregoing options, rights, powers and privileges and to retain, use and take advantage of the Rents and such options, rights, powers and privileges. The assignment of any Lease pursuant to this Assignment is intended to be an absolute assignment from the Assignor to the Assignee and not merely the passing of a security interest.

2. Security for Obligations. This Assignment is made by each Assignor for the benefit of the Secured Creditors to secure:

(i) the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations, indebtedness and liabilities (including, without limitation, indemnities, fees and interest thereon and including obligations which, but for the automatic stay under Section 362(a) of the Bankruptcy Code, would become due) of the Borrower and the Assignor owing to the Bank Creditors, now existing or hereafter incurred under, arising out of or in connection with any Credit Document and the due performance and compliance by the Borrower and the Assignor with the terms of each such Credit Document;

(ii) the full and prompt payment when due (whether at the stated maturity, by acceleration or otherwise) of all obligations, indebtedness and liabilities (including, without limitation, indemnities, fees and interest thereon and including obligations which, but for the automatic stay under Section 362(a) of the Bankruptcy Code, would become due) of the Borrower and the Assignor owing to the Other Creditors, now existing or hereafter incurred

under, arising out of or in connection with any Interest Rate Protection or Other Hedging Agreement including, in the case of each Subsidiary Guarantor, all obligations under the Subsidiaries Guaranty in respect of Interest Rate Protection or Other Hedging Agreements; and

(iii) in the event of any proceeding for the collection or enforcement of any indebtedness, obligations, or liabilities referred to in clauses (i) and (ii) above, after an Event of Default (such term, as used in this Assignment shall mean any Event of Default under this Assignment, the Credit Agreement or under any Credit Document, or any payment default under any Interest Rate Protection or Other Hedging Agreement and shall in any event include, without limitation, any payment default on any of the Obligations (as hereinafter defined)) shall have occurred and be continuing, the reasonable expenses of retaking, holding, preparing for sale or lease, selling or otherwise disposing or realizing on the Collateral, or of any exercise by the Assignee of its rights hereunder, together with reasonable attorneys' fees and court costs.

All such obligations, liabilities, sums and expenses set forth in clauses (i) through (iii) of this Section 2 being herein collectively called the "Obligations"; provided, that it is acknowledged and agreed that the "Obligations" shall include extensions of credit of the types described above, whether outstanding on the date of this Assignment or extended from time to time after the date of this Assignment.

3. The Assignor's Representations and Warranties. The Assignor represents and warrants that the Assignor has all requisite power and authority to assign its interest in the Leases to the Assignee in accordance with the terms of this Assignment.

4. The Assignor's Covenants. To protect the security of this Assignment, the Assignor covenants and agrees in accordance with the terms of this Assignment:

(a) to remit forthwith to the Assignee any Rents received by the Assignor following the occurrence (b) and during the continuation of an Event of Default;

(b) at the sole cost and expense of the Assignor, to abide by, perform and discharge in all material respects the obligations, covenants and agreements under the Leases to be performed by the lessor thereunder;

(c) at the sole cost and expense of the Assignor, to enforce or secure the performance of the obligations, covenants, conditions and agreements under the Leases to be performed by the lessees thereunder;

(d) not to anticipate any Rents under any Lease (except in the form of security deposits and except for the collection of escalations or similar charges for operating expenses and taxes in accordance with the terms of the Lease), or to waive, excuse, condone or in any manner release or discharge the lessee thereunder of or from the obligations, covenants, conditions and agreements to be performed by said lessee, including the obligation to make any payments or capital contributions called for thereunder in the manner and on the terms specified therein;

(e) at the Assignor's sole cost and expense, to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with any Lease or the obligations, duties or liabilities of the lessor and lessee thereunder, and to pay all costs and expenses of the Assignee, including, without limitation, reasonable attorneys' fees and disbursements actually incurred by Assignee at the standard hourly rates of the attorneys providing services to Assignee, in any action or proceeding concerning any Lease in which the Assignee may appear;

(f) in the event the Assignor fails to make any payment or do any act as provided for in any Lease and such failure continues beyond any notice and grace period provided therein, then the Assignee, without notice to or demand on the Assignor and without releasing the Assignor from any obligation hereunder, may make or do the same (but without the obligation so to make or to do) in such manner and to such extent as the Assignee may deem necessary to protect the security hereof, including, without limitation, the right to appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of the Assignee and also the right to perform and discharge each and every obligation, covenant and agreement of lessor under any Lease and, in exercising any such powers, to pay necessary costs and expenses, employ counsel and incur and pay reasonable attorneys' fees and disbursements;

(g) to pay immediately upon demand all sums expended by the Assignee under or in connection with the authority granted in this Assignment, together with interest thereon as set forth in the Credit Agreement; and

(h) not to take nor to omit to take any action, the taking or omission of which might result in a material alteration or impairment of this Assignment, or any of the rights created by this Assignment.

5. Remedies Upon Occurrence of Event of Default. (a) Notwithstanding anything to the contrary contained herein, upon or at any time after an Event of Default shall occur and be continuing, the Assignee may declare all sums secured hereby immediately due and payable, the license granted to the Assignor pursuant to Section 1 hereof (including the license to collect Rents) shall be automatically revoked, without notice of any kind, and the Assignee may, at its option, without notice and without regard to the adequacy of security for the indebtedness hereby secured, with or without bringing any action or proceeding, and with or without a receiver (i) enter into, cancel, enforce or modify any Lease, (ii) do any act which the Assignee deems necessary to protect the security hereof, (iii) take possession and control of any monies or security deposited pursuant to any Lease, (iv) in its own name, sue for or otherwise collect and receive Rents, including those past due and unpaid, and to apply the same in the manner specified in the Security Agreement, (v) take or release other security, (vi) release any party primarily or secondarily liable for any of the indebtedness, principal or sums secured hereby and (vii) grant extensions, renewals or indulgences with respect to such indebtedness, principal or sums secured hereby.

(b) Taking possession of all or any part of the security, the collection of such Rents and any security, and the application thereof as aforesaid, shall not cure or waive any default, or waive, modify or effect notice of default under any Credit Document or any other

agreement or document contemplated therein or herein, or invalidate any act done pursuant to any such notice.

(c) The failure of the Assignee to avail itself of any of the terms, covenants and conditions hereof shall not be construed or deemed to be a waiver of any of the same or any of the Assignee's rights or remedies hereunder. The Assignee shall have the full right, power and authority to enforce this Assignment or any of the terms, covenants or conditions hereof at any time or times as the Assignee shall deem fit.

6. Limitation of Obligations. (a) Nothing contained in this Assignment shall impose or create any obligation or liability whatsoever, expressed or implied, upon the Assignee with respect to or in any manner arising out of any Lease assigned hereunder. The Assignee shall not be obligated to incur any expenses, perform or discharge, or undertake to perform or discharge, any obligation, duty or liability under any Lease or under or by reason of this Assignment, nor shall this Assignment be deemed or construed to constitute the Assignee as a mortgagee in possession. Without limiting the generality of the foregoing, this Assignment shall not place responsibility for the control, care, management or repair of the Properties upon the Assignee or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of the Properties resulting in loss or injury or death to any tenant, licensee, contractor employee, invitee or other person, except as may directly result from the gross negligence of the Assignee or its agents or employees. If the Assignee shall fail to make any payment when and as required hereunder or to fully and timely perform any other obligation of the Assignor hereunder, the Assignee shall be under no obligation to take action to correct any such failure.

(b) Notwithstanding the foregoing following the occurrence and continuation of an Event of Default, the Assignee may, at its option, take such action and expend such sums as the Assignee deems necessary to correct such failure(s) or any consequence(s) thereof, but such action or payment by the Assignee shall not constitute a waiver by the Assignee of the performance of said act or the payment of said sum by the Assignor and the Assignee may declare the Assignor's failure to perform such act or pay said sum an Event of Default notwithstanding the Assignee's having undertaken such performance or payment. The Assignor shall repay to the Assignee, upon demand, any amounts expended by the Assignee to correct such failure(s) or any consequence(s) thereof, and all expenses of the Assignee in taking such action, with interest following demand as set forth in the Credit Agreement. The payment of such amounts to the Assignee shall be secured by this Assignment and the Credit Documents.

(a) Termination of Assignment. Upon the payment in full of all indebtedness secured by this Assignment and all Obligations, this Assignment shall terminate and be of no further force and effect. Such termination shall be evidenced by the recordation, at the direction and expense of the Assignor, in the official local records of the relevant counties of a full release, reconveyance, termination or other instrument of satisfaction or discharge of the security interest granted hereunder.

7. Notices. Any notice, demands, request or other communications under this Assignment which any party hereto may be required or may desire to give or make hereunder shall be given or made as provided in the Credit Agreement.

8. Further Assurances. Each Assignor shall execute, acknowledge and deliver all and every such further act, conveyance, assignment, instrument and assurance as the Assignee shall reasonably require to confirm or carry into effect the purposes of this Assignment.

9. No Waiver. Any waiver by the Assignee of any provision of this Assignment or of any right, remedy or option hereunder shall not be controlling, nor shall it prevent or estop the Assignee from thereafter enforcing such provision, right, remedy or option, and the failure or refusal of the Assignee to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Assignment shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect, it being understood and agreed that the Assignee's remedies and options hereunder are and shall be cumulative and are in addition to all other rights, remedies and options of the Assignee in law or in equity or under any other agreement.

10. Construction. All personal pronouns used in this Assignment whether used in the masculine, feminine or neuter gender shall include all other genders; the singular shall include the plural and vice versa.

11. Severability. If any term, covenant, condition or provision of this Assignment or the application thereof to any circumstance or to the Assignor shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions and provisions of this Assignment shall not be affected thereby and shall remain valid and enforceable to the fullest extent permitted by law.

12. Amendments. This Assignment may not be amended, changed, terminated or modified orally or in any manner other than by an agreement in writing signed by the parties sought to be charged therewith.

13. Successors and Assigns. This Assignment shall be binding upon each Assignor and its successors and assigns and shall inure to the benefit of the Assignee and its successors and assigns.

14. Separate Counterparts. This Assignment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same document.

15. Governing Law. This Assignment was negotiated in the State of New York, and made by each Assignor and the Assignee in the State of New York, and the proceeds of all extensions of credit under the Credit Agreement were disbursed from, and will be repaid in the State of New York, which State the parties agree has a substantial relationship to the parties and to the underlying transaction embodied hereby, and in all respects, including, without limiting the generality of the foregoing, matters of construction, validity and performance, this Assignment

and the obligations arising hereunder shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts made and performed in such State and any applicable law of the United States of America, except that with respect to the Assignor at all times the provisions for the creation, perfection, and enforcement of the liens and security interests created pursuant hereto and pursuant to the Credit Documents shall be governed by and construed according to the law of the state in which the Property of the Assignor is located, it being understood that, to the fullest extent permitted by law of such State, the law of the State of New York shall govern the validity and the enforceability of all Credit Documents and all of the obligations arising hereunder or thereunder. To the fullest extent permitted by law, each Assignor hereby unconditionally and irrevocably waives any claim to assert that the law of any other jurisdiction governs this Assignment. Any legal action or proceeding with respect to this Assignment may be brought in the courts of the State of New York and County of New York or of the United States of America for the Southern District of New York, and, by execution and delivery of this Assignment, each Assignor hereby accepts for itself and in respect of its property, generally and unconditionally, the jurisdiction of the aforesaid courts. Each Assignor further irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the delivery of copies thereof to the Assignor in the manner and to the address specified in Section 9 hereof or by any other means permitted by applicable law. Nothing herein shall affect the right of the Assignee to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Assignor in any other jurisdiction.

16. Waiver of Jury Trial. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH ASSIGNOR HEREBY AGREES TO WAIVE ITS RIGHT(S) TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS ASSIGNMENT, THE CREDIT AGREEMENT, ANY OTHER CREDIT DOCUMENT OR ANY DEALINGS BETWEEN ASSIGNOR AND ASSIGNEE RELATING TO THE SUBJECT MATTER OF THIS CREDIT TRANSACTION AND THE RELATIONSHIP THAT IS BEING ESTABLISHED. The scope of this waiver is intended to encompass any and all disputes that may be filed in any court and that relate to the subject matter of this transaction, including without limitation, contract claims, tort claims, breach of duty claims, and all other common law and statutory claims. Each Assignor acknowledges that this waiver is a material inducement for the Assignee to enter into this Assignment, and that the Assignee will continue to rely on the waiver in its related future dealing with the Assignor. Each Assignor further warrants and represents that it has reviewed this waiver with its legal counsel, and that it knowingly and voluntarily waives jury trial right(s) following consultation with legal counsel. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND THE WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS INDEMNITY, ANY CREDIT DOCUMENT, OR ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO ANY EXTENSION OF CREDIT UNDER THE CREDIT AGREEMENT. In the event of litigation, this Assignment may be filed as a written consent to a trial by the court.

17. Payment of Rents. Each Assignor hereby irrevocably authorizes and directs each lessee named in the Leases, upon receipt from the Assignee of a written notice to the

effect that an Event of Default exists under this Assignment or any of the Credit Documents, to pay all Rents arising or accruing under said lessee's Lease to the Assignee and to continue so to do until otherwise directed by the Assignee.

18. Cash Collateral. Without limiting the generality of any other provision of this Assignment, if a proceeding under the Bankruptcy Code is commenced by or against the Assignor, then, pursuant to Section 552(b) of the Bankruptcy Code, the security interest granted by this Assignment shall automatically extend to all Rents acquired by the Assignor after the commencement of such proceeding, and such Rents shall constitute cash collateral under Section 363(a) of the Bankruptcy Code.

Property of Cook County Clerk's Office

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EXHIBIT A

LEGAL DESCRIPTION

Property of Cook County Clerk's Office

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EXHIBIT A

99080675

Legal Description

707 Skokie Blvd.
Northbrook, IL 60062

Parcel V (707 Skokie Boulevard)

Lot 1 in 707 consolidated Subdivision being a resubdivision of part of the Southeast $\frac{1}{4}$ of Section 2, Township 42 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

Parcel VI (707 Skokie Boulevard Frontage Road Portion):

That part of the East $\frac{1}{2}$ of the Southeast $\frac{1}{4}$ of Section 2, Township 42 North, Range 12 East of the Third Principal Meridian, bounded and described as follows:

Beginning at the most Northerly corner of Lot 1 in 707 Consolidated Subdivision, being a resubdivision of part of the Southeast $\frac{1}{4}$ of the Section 2, aforesaid; thence North 63 Degrees 27 Minutes 13 Seconds East along the Northeasterly extension of the Northwesterly line of said Lot 1, 69.55 feet; thence South 26 Degrees 29 Minutes 35 Seconds East 292.60 feet; thence south 24 Degrees 38 Minutes 13 Seconds East, 94.41 feet; thence South 13 Degrees 24 Minutes 33 Seconds East, 100.37 feet; thence south 03 Degrees 16 Minutes 30 Seconds East, 100.15 feet; thence south 02 Degrees 12 Minutes 13 Seconds East, 82.27 feet to an intersection with an Easterly extension of the South line of said Lot 1; thence North 89 Degrees 19 minutes 36 seconds West along said last described line, 63.43 feet to the Northeast corner of said Lot 1; thence North 00 Degrees 49 Minutes 56 Seconds West along the East line of said Lot 1, 195.60 feet to a corner of said Lot 1; thence North 26 Degrees 44 minutes 37 Seconds West along the Northeasterly line of said Lot 1, 447.95 feet to the place of beginning, in Cook County, Illinois.

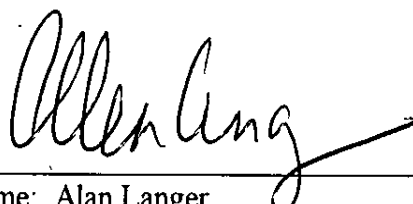
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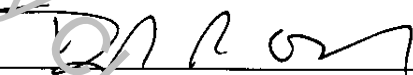
IN WITNESS WHEREOF, each Assignor and the Assignee have executed this Assignment as of the day and year first above written.

VAN SICKLEN ILLINOIS ENTERPRISES,
L.L.C.

By: 
Name: Alan Langer
Title: Secretary

PARIBAS,
As Assignee

By: 
Name: Donald J. Ercole
Title: Managing Director

By: 
Name: Douglas Gouchoe
Title: Director

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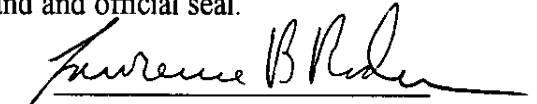
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CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
)ss.:
COUNTY OF NEW YORK)

On this 30th day of November 1998, before me personally came Alan Langer, who being by me duly sworn, did state as follows: that he is the Secretary of Van Sicklen Illinois Enterprises, L.L.C., that he is authorized to execute the foregoing assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:

Apply Stamp/Seal:

LAWRENCE B. RODMAN
Notary Public, State of New York
No. 02RO4816978
Qualified in New York County
Commission Expires December 31, 1999

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CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)

)ss.:

COUNTY OF NEW YORK)

99060675

On this 4 day of December 1998, before me personally came Douglas Gouchoe, who being by me duly sworn, did state as follows: that he is a Director of Paribas, that he is authorized to execute the foregoing assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Lindy Amos
Notary Public

My Commission Expires:

Apply Stamp/Seal:

LINDY AMOS
Notary Public, State of New York
No. 01AM6002452
Qualified in Kings County
Certificate Filed in New York County
Commission Expires Feb. 9, 2000

