

LAKE COUNTY
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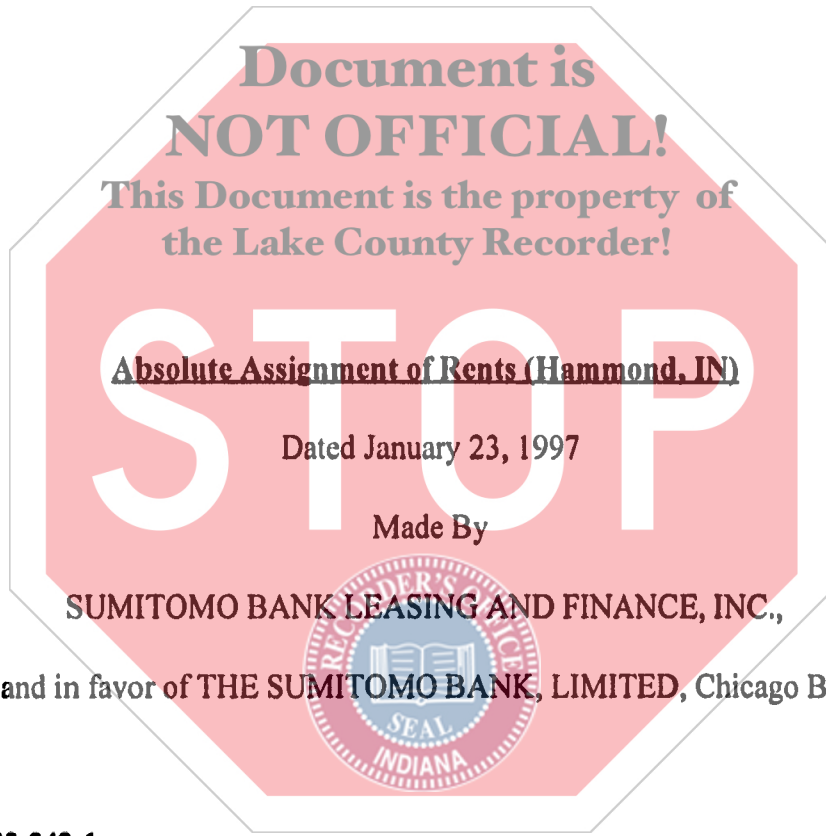
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MORRIS W. CARTER
RECORDER

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Sub # 97011867



only # 97011865

Key Number: 32-242-1
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Chicago, IL 60664-1338

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OF NEW YORK**
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C. Lee

deg 3371

ABSOLUTE ASSIGNMENT OF RENTS (Hammond)

This ABSOLUTE ASSIGNMENT OF RENTS (this "Assignment") is made and entered into as of the 23rd day of January, 1997, by SUMITOMO BANK LEASING AND FINANCE, INC., a Delaware corporation ("Borrower"), having an address at 277 Park Avenue, New York, New York 10172, to and in favor of THE SUMITOMO BANK, LIMITED, Chicago Branch ("Lender"), having an address at Sears Tower, Suite 4800, 233 South Wacker Drive, Chicago, Illinois 60606. The term "Lender" shall also include any successor or assign of Lender, including any participant in, or other holder of any interest in the Loan (as hereinafter defined) and any other Person that may from time to time be included within the term "Lender" as defined in the Loan Agreement.

Document is RECITALS: NOT OFFICIAL!

A. Pursuant to the terms of a certain Loan Agreement of even date herewith between Borrower and Lender (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), which Loan Agreement is incorporated herein by reference for all purposes, Lender is making a multi-advance loan to Borrower (the "Loan") in the principal amount of up to \$13,345,000.00. On or after the date hereof, pursuant to the terms of the Loan Agreement, Lender is or will be making an advance to Borrower for the purpose of, among other things, financing the purchase of that certain parcel of real property, as more fully described on Exhibit A attached hereto and made a part hereof for all purposes (the "Land") and for buildings and improvements located or to be located thereon (the "Improvements"). The Land together with the Improvements and any additional properties which may hereafter be included within the "Property" covered by the Loan Agreement, are herein collectively referred to as the "Property". Other terms used but not otherwise defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Borrower, as lessor, has entered into a certain Master Lease with THE OHIO BELL TELEPHONE COMPANY an Ohio corporation, as supplemented by a Supplement of even date herewith with INDIANA BELL TELEPHONE COMPANY, an Indiana corporation ("Lessee"), as lessee (as amended, supplemented or otherwise modified from time to time, the "Lease"), covering the Property. The Lease provides, among other things, that Lessee shall make monthly payments of Net Rent (as defined in the Lease) together with certain other sums defined in the Lease as Additional Rent (Net Rent and Additional Rent are collectively referred to herein and in the Lease as the "Rent"). It is expressly agreed that any amounts payable from time to time by Lessee under the Lease as "Offer Purchase Price" and/or "Contingent Rent Payments" shall for all purposes hereof be treated as and considered "Rent".

C. To induce Lender to provide the Loan as provided for in the Loan Agreement, Borrower has agreed to assign, absolutely and immediately, to Lender all of Borrower's right, title and interest in the Rent, on the terms set forth in this Assignment.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the premises, the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, Borrower does hereby ABSOLUTELY ASSIGN, TRANSFER and CONVEY unto Lender all Borrower's right, title and interest in and to the Rent; provided, however, that upon payment in full of the Obligation, the balance of the Rent then unpaid, if any, shall be reassigned to Borrower.

1. Obligation. The term "Obligation" herein shall refer to the Obligation (as defined in the Loan Agreement), including, but not limited to, that certain Promissory Note (collectively, the "Note") in the aggregate amount of up to \$13,345,000.00 or so much thereof as may actually have been advanced, dated of even date herewith and executed by Borrower and payable to the order of Lender, together with any renewal, extension, modification, rearrangement, or increase thereof from time to time.

2. Rights of Lender. Until the Obligation is paid in full and otherwise satisfied and the Rent is reassigned to Borrower as aforesaid, Lender shall have the right, at any time and without the joinder or consent of Borrower, to exercise any and all rights of Borrower as "landlord" with respect to the Rent, including, without limitation, the right to give notice of default, demand, collect, receive and sue for any Rent which may be or become due or payable under the Lease, to endorse the name of Borrower on all commercial paper given in payment or in part payment thereof, at its discretion, file a claim or take any action or proceeding, either in its own name or in the name of Borrower or otherwise, which Lender may deem necessary or appropriate to protect and preserve the right, title and interest of Lender in and to the Rent. In such regard Borrower hereby appoints Lender as Borrower's agent and attorney-in-fact, with full power of substitution to exercise any and all of the foregoing rights and powers, which power of attorney is coupled with an interest and is irrevocable by Borrower. If Borrower shall receive any Rent, such Rent shall be received and held IN TRUST for the benefit and account of Lender and shall be promptly delivered over to Lender; provided, however, that in accordance with paragraph 3 hereof, until such time as Lender shall receive actual possession of the Rent Lender shall not be obligated to apply or credit the Rent to the Obligation.

3. Application of Rent. Upon receipt, Lender shall apply the Rent against the Obligation then due and payable in accordance with the terms of the Loan Documents. Borrower acknowledges that no Rent shall constitute a payment on the Obligation unless and until such Rent is actually paid over to and received by Lender. Furthermore, if any payment of Rent is ever rendered void, rescinded or adjudicated unenforceable by operation of law or by order of any court of competent jurisdiction, the amount of the Obligation previously reduced by such payment shall be reinstated and increased by a like amount.

4. Absolute Transfer. This Assignment is a presently effective, absolute and unconditional assignment and transfer of the Rent. It shall never be necessary for Lender to institute legal proceedings of any kind whatsoever to enforce the provisions of this Assignment. This Assignment is intended to give priority to Lender's interest in the Rent for all purposes without the necessity of Lender taking any further action. As a further inducement to Lender, Borrower covenants and agrees not to assert any claim or cause of action against Lender or seek to recover the Rent on the grounds that this Assignment is a collateral assignment or is given as security for indebtedness rather than as an absolute present assignment or that this Assignment does not constitute a priority claim by Lender of its interest in the Rent.

5. Direction to Lessee to Pay Rent to Lender. As provided for in the Lease, Borrower represents and warrants that it has instructed Lessee to pay the Rent directly to Lender and that such instruction shall remain in full force and effect and shall not be modified in any manner unless Lender shall have consented in writing to such modification. Borrower shall cause Lessee to execute a Subordination, Non-Disturbance and Attornment Agreement of even date herewith among Borrower, Lender, and Lessee to further confirm such instruction to Lessee and Lessee's acknowledgment of its duty and obligation to pay the Rent directly to Lender.

6. Modification; Termination. Borrower agrees that the provisions of this Assignment and the obligations of Borrower hereunder may not be amended or modified in any way except in writing executed by Lender. This Assignment shall continue in full force and effect, it being the intent of the parties hereto that this Assignment shall continue in full force and effect until the Obligation is paid in full. At such time as the Obligation is paid in full, Lender, upon request of Borrower (and at Lessee's expense) shall execute and deliver (i) a formal assignment of its right, title and interest in any unpaid Rent, (ii) an instruction letter to Lessee to thereafter pay such unpaid Rent to Borrower or Borrower's designee, and (iii) a release of this Assignment in a recordable form including such terms and conditions as Lender and its counsel, in their discretion, shall determine.

7. Borrower's Covenants. Borrower agrees faithfully to perform each and every material obligation, covenant, and agreement of the Lease to be performed by Borrower. Borrower shall not cancel, amend, modify, extend, or in any way alter the terms of the Lease without the approval of Lender, and shall not waive, excuse, or in any manner release or discharge Lessee of or from the obligation to pay the Rent or perform its other obligations thereunder.

8. Time of Essence. Time is of the essence of this Assignment.

9. Disclosure to Third Parties. With respect to all dealings with third parties, including, without limitation, any creditors of Borrower, in circumstances where the ownership of the Lease or the Rent is relevant, Borrower shall disclose the terms of this Assignment.

10. Additional Covenants of Borrower. Borrower covenants and agrees that (i) it will take no action to interfere with the payment of the Rent to Lender in accordance with the terms of

this Assignment and (ii) no Rent has been paid prior to the date hereof and no rental concessions, offsets, or abatements have been granted to Lessee.

11. Recordation. Lender may record this Assignment in the appropriate public records of any jurisdiction in which any portion of the Property is located.

12. Successors and Assigns. This Assignment applies to, inures to the benefit of, and binds all parties hereto and their heirs, legatees, devisees, administrators, executors, successors, and assigns.

13. Notice. All notices or demands of any kind which Lender may serve upon Borrower and/or Borrower may serve upon Lender shall comply with the notice provisions of the Loan Agreement.

14. Rights of Lender. Lender may take or release any security, may release any party primarily or secondarily liable for any of the Obligation, and may grant extensions or renewals with respect to such indebtedness, without prejudice to any of its rights hereunder. It is further agreed that nothing herein contained and no act done or omitted by Lender pursuant to the powers and rights granted it herein shall be deemed to be a waiver by Lender of its rights and remedies under the Loan Documents, but this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Lender under the terms of the Loan Documents.

15. Indemnity. Lender is not hereby obligated to perform or discharge any obligation or duty of the landlord under the Lease, and this Assignment shall not be deemed to impose upon Lender any liability or responsibility of any nature for, or pertaining to, the control, maintenance, management, or repair of the Property.

16. GOVERNING LAW. THIS ASSIGNMENT IS BEING EXECUTED AND DELIVERED, AND IT IS INTENDED TO BE PERFORMED, IN THE STATE OF INDIANA, AND THE SUBSTANTIVE LAWS OF SUCH JURISDICTION SHALL GOVERN THE VALIDITY, CONSTRUCTION, ENFORCEMENT AND INTERPRETATION OF THIS ASSIGNMENT.

17. No Mortgagee in Possession. This Assignment is not intended and should not be construed to make Lender a "mortgagee in possession" or to impose on Lender any duty, obligation or liability that is applicable to a "mortgagee in possession" under applicable law or any obligation to perform the duties and responsibilities of "Lessor" under the Lease.

18. Counterparts. This Assignment may be executed by the parties hereto in multiple counterparts and each counterpart, when so executed, shall be deemed an original, but all of which shall be considered as one agreement. Further, in making proof of this Assignment, it shall not be necessary to produce or account for more than one such counterpart.

19. Limitations of Liability. This Assignment is subject to the provisions of Section 10.1 of the Loan Agreement limiting the personal liability of Borrower.

20. Additional Property. If additional parcels or improvements are added to the Property, upon request of any of the parties hereto, the parties hereto shall execute and record such supplements to this Assignment or other documents as may reasonably be required to assure that the rights granted herein and the obligations of the parties hereto are applicable to the additional parcels and improvements in question; provided, however, that the execution and/or recordation of any such supplement shall not be necessary for the effectiveness of this Assignment as to the additional parcels and improvements.

IN WITNESS WHEREOF, this Assignment is duly executed on the attached Signature Pages and delivered by Borrower and Lender as of the date first written above.

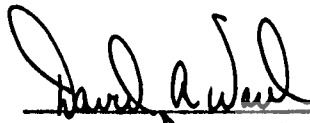


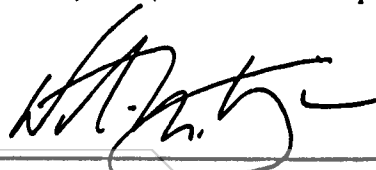
SIGNATURE PAGE ATTACHED TO
ABSOLUTE ASSIGNMENT OF RENTS (Hammond)


"BORROWER":

Signed and acknowledged
in the presence of:

SUMITOMO BANK LEASING AND
FINANCE, INC., a Delaware corporation


Printed Name David A. Ward

By: 
Printed Name William M. Ginn
President


Printed Name Carl J. Morales

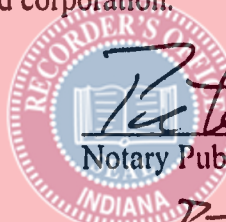
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STATE OF NEW YORK

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COUNTY OF NEW YORK

This instrument was acknowledged before me this 17th day of JANUARY, 1997 by
William M. Ginn, President of SUMITOMO BANK LEASING AND FINANCE, INC., a
Delaware corporation, on behalf of said corporation.




Notary Public, State of New York
Name: PETER HARVEY

My Commission Expires

FEB 24, 1998

PETER J. HARVEY
Notary Public, State of New York
No. 31-4992566
Qualified in New York County
Term Expires Dec 31 1995

FEB 24, 1998

SIGNATURE PAGE ATTACHED TO
ABSOLUTE ASSIGNMENT OF RENTS (Hammond)

"LENDER":

Signed and acknowledged
in the presence of:

THE SUMITOMO BANK, LIMITED,
Chicago Branch

[Signature]
Printed Name Patrick M. Kennedy

By: A Iwami

Name:
Title: HIROYUKI IWAMI
JOINT GENERAL MANAGER

[Signature]
Printed Name Thore G. Andersen

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STATE OF ILLINOIS

COUNTY OF COOK

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The foregoing instrument was acknowledged before me this 21 day of January, 1997,
by HIROYUKI IWAMI, of THE SUMITOMO BANK, LIMITED, Chicago Branch,
on behalf of said corporation.

OFFICIAL SEAL
GENNI A LEWIS
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 11/25/00

[Signature]
Notary Public
Name: GENNI A. LEWIS

My Commission Expires
11/25/00

*This document was prepared by
and after recording should be
returned to:*

Craig S. Delsack
Morgan, Lewis & Bockius LLP
101 Park Avenue
New York, NY 10178

EXHIBIT "A"

PROPERTY DESCRIPTION
(Hammond)

Key Number: 32-242-1

Tax Unit Number: 26

Lot 1, Briar Ridge East Industrial Park Subdivision, in the City of Hammond, as shown in Plat Book 40,
Page 88, Lake County, Indiana.

Street address: 3102 169th Place, Hammond, Indiana

Send Tax Bills to:

Equis Corporation

P.O. Box 641338

Chicago, IL 60664-1338

