ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, ~~DESI ARNAZ and LUCILLE BALL ARNAZ~~, a natural persons
of 780 North Gower Street , in the City of Hollywood
and State of California , hereinafter sometimes referred to as
"OWNER", is the present owner in fee simple of the property briefly described as:

(SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF)

AND WHEREAS, THE FRANKLIN LIFE INSURANCE COMPANY, a corporation
of the State of Illinois, having its principal office in the City of Springfield,
Illinois, hereinafter sometimes referred to as "FRANKLIN", is about to
become the owner and holder of a first mortgage executed by OWNER, covering
the said property, which mortgage secures a note in the principal sum of

_____ FIVE HUNDRED THOUSAND AND NO/100 _____ ($ 500,000.00) Dollars,

and

WHEREAS, a considerable portion (or all) of said mortgaged premises
                              NATHAN F. WALLACH, Tenant, dated January 30,
has been demised under lease to/1959, and Addendum, together with Amendments
dated March 17, 1959, August 19, 1959, November 10, 1959 and September 6,
1961, which lease was on February 18, 1959, assigned to Royal Inns, Inc.
hereinafter referred to as the "Lease", and

WHEREAS, FRANKLIN, as a condition to making the aforesaid mortgage
loan, has required an assignment of the said Lease and rentals as additional
security for said mortgage loan,

NOW, THEREFORE, THESE PRESENTS WITNESS, that in consideration of the
foregoing and of the sum of One Dollar ($1.00) paid by FRANKLIN to OWNER, the
receipt whereof is hereby acknowledged by OWNER, the said OWNER hereby assigns,
transfers and sets over unto FRANKLIN the said Lease and rentals, as additional
security; and for the consideration aforesaid, the OWNER hereby covenants and
agrees to and with FRANKLIN that he will not, without written consent of
FRANKLIN,

(a) Cancel said Lease;

(b) Accept a surrender thereof;

(c) Reduce the rent;

(d) Modify the said Lease in any way, either orally or in writing;

(e) Grant any concession in connection with said Lease, either orally

or in writing;

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