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ASSIGNMENT AGREEMENT dated as of November 1, 1976 (herein, as the same may be amended or supplemented from time to time as permitted hereby, called "this Assignment Agreement"), among ATC COMPANY, a New York partnership (herein called "the Lessor"), having an office at 888 Seventh Avenue, New York, New York 10019, AMANDA-REID PROPERTIES, INC., a Delaware corporation (herein called "the Company"), having an office at c/o The March-Eton Corporation, 53 Main Street, Concord, Massachusetts 01742, and ARVIN FINANCE CORPORATION, an Indiana corporation (herein, together with any corporation succeeding thereto by merger, consolidation or acquisition of all or substantially all of its assets, called "the Lessee"), having an office at 1531 Thirteenth Street, Columbus, Indiana 47201.

PRELIMINARY STATEMENT

Each Property hereinafter referred to has been purchased by Arthur G. Cohen, as Trustee under Indenture of Trust dated October 17, 1966 (herein called "the Original Lessor"), and has been leased by the Original Lessor to the Lessee pursuant to the composite Lease and Agreement of even date herewith (herein, as the same may be amended or supplemented from time to time as permitted thereby, called "the Lease Agreement"), which constitutes a separate lease and agreement with respect to such Property (each such separate lease and agreement, whether evidenced by the Lease Agreement or by a separate or substitute lease and agreement as contemplated by the Lease Agreement, as the same may be amended or supplemented from time to time as permitted thereby, is herein called a "Lease") even though the Lease Agreement is a composite instrument which also constitutes a separate lease and agreement with respect to each of the other Properties subject thereto. Each "Property" consists of the one or more parcels of land described under a separate Property No. in Schedule A hereto, together with all improvements at any time existing thereon, all fixtures at any time affixed thereto (but not including trade fixtures, machinery and equipment which remain the property of the Lessee pursuant to section 6(c) of the Lease of such Property) and all easements, rights and appurtenances at any time relating thereto.

The Original Lessor has transferred and assigned its interest in the Properties and under the Leases to the Lessor in exchange for other property.

This Assignment Agreement constitutes a separate assignment of lease and agreement with respect to each separate Lease. If necessary for recording or any other reason, recording information with respect to any Lease will be indicated on Schedule B hereto. The termination of any such separate assignment of lease and agreement shall not affect any other such assignment of lease and agreement, and a supplement to this Assignment Agreement evidencing such termination shall be executed, delivered and acknowledged at the request of any party hereto. At the request of any party hereto, a separate assignment of lease and agreement with respect to any such Lease will be executed, delivered and acknowledged in substantially the form of this Assignment Agreement.

The Company and the Lessor have entered into two separate Note Purchase Agreements dated November 1, 1976 (herein, as the same may be amended or supplemented from time to time as permitted thereby, called "the Note Purchase Agreements"), with Aetna Life Insurance Company and The Lincoln National Life Insurance Company (herein called "the Note Purchasers"), and the Company will issue its 9 $\frac{3}{4}$ % Secured Notes due December 1, 2001 in the aggregate principal amount of \$8,000,000 as permitted by the Note Purchase Agreements and the Indenture hereinafter referred to (all notes of the Company as from time to time may be outstanding as defined in the Indenture are herein collectively called "the Notes"). The Company will apply the proceeds from the sale of the Notes to purchase a like aggregate principal amount of the 9 $\frac{3}{4}$ % Non-Recourse Notes due December 1, 2001 of the Lessor (all notes of the Lessor as from time to time outstanding as defined in the Mortgages hereinafter referred to are herein collectively called the "Lessor's Notes"). As security for the Lessor's Note issued with respect to a particular Property, the Lessor has executed and delivered to the Company a mortgage, deed of trust, deed to secure debt or other security instrument of even date herewith each of which constitutes a separate mortgage, deed of trust, deed to secure debt or other security instrument, as the case may be, with respect to such Property (each such separate mortgage, deed of

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