

Paragraph 1

trust, deed to secure debt and other security instrument, as the same may be amended or supplemented from time to time as permitted thereby and by said Indenture, is herein called a "Mortgage"). As security for the Notes, the Company and the Lessor have executed and delivered to Shawmut Bank of Boston, N.A. and W. B. Wadland, as Trustees, (herein, in their respective capacities as such Trustees, together with their respective successors as such Trustees, called "the Trustees"), the Collateral Trust Indenture, Assignment and Security Agreement of even date herewith (herein, as the same may be amended or supplemented from time to time as permitted thereby, called the "Indenture").

The Lessor and the Lessee are entering into this Assignment Agreement in order to induce the Company to issue the Notes and to induce the Company to purchase the Lessor's Notes from the Lessor. This Lease Assignment shall secure the Lessor's Note (referred to below).

As used herein, the term "this Lease Assignment" shall mean the separate assignment of lease and agreement with respect to a particular Lease, the term "the Lease" shall mean such Lease, the term "the Mortgage" shall mean the Mortgage executed and delivered with respect to the particular Property subject to such Lease and the term "the Lessor's Note" shall mean the Lessor's Note issued with respect to a particular Property, which Lessor's Note shall have an original principal amount equal to the amount set forth with respect to the particular Property on Schedule A to such Mortgage. The terms used herein which are defined in the Lease shall have the meaning therein specified unless herein otherwise provided.

As contemplated by section 15 of each Lease, a new "Property" may be substituted for the Property subject to such Lease. Upon each such substitution, the substitute Property will constitute a "Property", the substitute lease and agreement with respect to such Property will constitute a "Lease", the substitute assignment of lease and agreement with respect to such Lease will constitute a "Lease Assignment", and the substitute mortgage, deed of trust, deed to secure debt or other security instrument, as the case may be, with respect to such Property will constitute a "Mortgage".

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Lessor and the Lessee hereby agree with the Company as follows:

I. ASSIGNMENT OF LEASE:

The Lessor, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, in furtherance of the provisions of the Note Purchase Agreements and the Mortgage and as further security for the payment of the principal of (and premium, if any) and all interest and all other sums payable on the Lessor's Note, and of all other sums payable under the Note Purchase Agreements and the Mortgage and the performance and observance of the provisions thereof, has assigned, transferred, conveyed and set over, and by these presents does assign, transfer, convey and set over, to the Company, the Lease, and all of the Lessor's estate, right, title, interest, claim and demand as lessor thereunder, including all extensions of the term of the Lease, together with all rights, powers, privileges, options and other benefits of the lessor under the Lease, including, without limitation, the immediate and continuing right to receive and collect all rents and other payments, tenders and security payable to or receivable by the lessor under the Lease (whether as Basic Rent or Additional Rent as defined therein or as the purchase price for the Property or any portion thereof or other property, or otherwise), and the right to make all waivers, consents and agreements, to accept or reject any offer by the Lessee to purchase (or if the Lessee shall exercise its option to purchase or be required to purchase) the interest of the lessor under the Lease in the Property or any portion thereof or other property, as provided in the Lease, and upon acceptance of any such offer (or upon such exercise or required purchase) to execute and deliver, in the name and on behalf of the lessor under the Lease, as agent and attorney-in-fact of the lessor under the Lease, with an interest, an appropriate instrument or instruments of transfer covering the interest of the lessor under the Lease in the Property or any portion thereof or other property, purchased by the Lessee in accordance with the Lease, and

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