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THE PARTY NAMED IN

such lending institutions (herein, as modified by telexes dated December 10, 1982, as amended by the First Amendment dated as of December 16, 1982, the Second Amendment dated as of February 15, 1984, and the Third Amendment dated as of March 15, 1984, among such parties, and as may otherwise from time to time be amended, supplemented, extended, renewed or otherwise modified, called the "Loan Agreement") and the Notes (as defined in the Loan Agreement) evidencing the Loans, as the same may be from time to time amended, supplemented, extended, renewed or otherwise modified,

- (ii) the reimbursement and other obligations of Assignor with respect to letters of credit issued by The First National Bank of Boston (not to exceed \$500,000), Continental Illinois National Bank and Trust Company of Chicago (not to exceed \$2,134,644) and First Interstate Bank of Oregon, N.A. (not to exceed \$100,000) for the account of Assignor, as any of such letters of credit may be amended, supplemented, extended, renewed or otherwise modified from time to time,
- (iii) all obligations of Assignor under that certain Guaranty dated as of December 1, 1982, by Assignor for the benefit of certain lending institutions named therein and the Company Agent named therein, as said Guaranty may be from time to time amended, supplemented, extended, renewed or otherwise modified, and
- (iv) all sums payable and all other obligations to be performed from time to time by Assignor under the Collateral Agreement (including, without limitation, fees owed to the Collateral Agent thereunder), this Assignment (including, without limitation, any advances or other payments made by Assignee on behalf of Assignor pursuant to any provision hereof), the Mortgages or any Other Assurance,

howsoever created, arising or evidenced, whether direct or indirect, absolute or contingent, now or hereafter existing or due or to become due. (All such obligations, together with any of the Secured Obligations (as defined in the Collateral Agreement) not referred to above, are hereinafter referred to as the "Secured Obligations.")

(CONTINUED ON NEXT BAGE)