

MORTGAGE, ASSIGNMENT AND SECURITY 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 Mortgage"), between ATC COMPANY, a New York partnership, as mortgagor (herein, together with its permitted successors and assigns, called "Lessor"), having an address at 888 Seventh Avenue, New York, New York 10019, and AMANDA-REID PROPERTIES, INC., a Delaware corporation, as mortgagee (herein, together with its successors and assigns, called "the Company"), having an address c/o The March-Eton Corporation, 53 Main Street, Concord, Massachusetts 01742.

PRELIMINARY STATEMENT

The defined terms used in this Mortgage and not hereinabove defined have the meanings indicated in paragraph 27.

The Company has determined to borrow money for its corporate purposes, to issue Notes to evidence such borrowings and to Grant pursuant to the Indenture its interest in the Granted Property as security for the payment of all sums payable on or with respect to the Notes and the performance of all of the obligations of Lessor under this Mortgage. Lessor, in consideration of the transfer to it by the Company of a portion of the proceeds of the sale of the Notes equal to the Capitalized Cost of the Property, has issued and sold the Lessor's Note to the Company and has agreed to Grant its interest in the Granted Property as security for the payment of all sums payable on or with respect to the Lessor's Note and the performance of all of the obligations of Lessor hereunder. The maturity date of the Lessor's Note secured hereby is December 1, 2001.

Concurrently with the delivery of this Mortgage (i) the Company is issuing and selling one or more of the Notes, in an aggregate original principal amount not in excess of \$8,000,000, at par, (ii) said portion of the proceeds of the sale of the Notes is being paid to Lessor as the purchase price of the Lessor's Note, (iii) Lessor is applying the proceeds from the sale of the Lessor's Note to satisfy and discharge the Purchase Money Mortgage and for other partnership purposes, (iv) the Property is being leased by the Original Lessor to the Lessee pursuant to the Lease, (v) the Property and the rights of the lessor under the Lease and the Guaranty are being transferred and assigned by the Original Lessor to Lessor, and (vi) the Lessor's Note and this Mortgage are being assigned and pledged by the Company to the Trustees as security for the Notes.*

NOW, THEREFORE, Lessor, for and in consideration of the premises and to secure the payment of all amounts payable hereunder and of the principal of, premium, if any, and interest and any other sums payable on, the Lessor's Note, according to its tenor and effect, has executed and delivered this Mortgage, and has Granted, and by this Mortgage does Grant, mortgage and warrant, unto the Company, forever, all and singular, the property and instruments described in the Granting Clauses, *provided, however*, that no obligation of Lessor under the provisions of such instruments or with respect thereto shall be impaired or diminished by virtue hereof, nor shall any such obligation be imposed upon the Company:

GRANTING CLAUSE FIRST

The Property

The parcel[s] of land described in Schedule A attached hereto and made a part hereof, as the same may be amended or supplemented from time to time, all buildings, structures and other improvements now or hereafter located on such land, and all building material, building equipment and fixtures of every kind and nature on said land or in any building, structure or other improvement now or hereafter standing, constructed

* If the situs of the Property is in the State of Florida, add the following language:

"The Lessor's Note secured hereby has been executed and delivered and all funds thereunder have been paid or are to be paid outside the State of Florida. Accordingly, no Florida documentary stamps have been affixed thereto or are payable thereon."

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