

DRAWN OUTSIDE
OF STATEAGREEMENT (ASSIGNMENT OF LEASE)

This Agreement dated as of this 5th day of March, 1984, by and between SARA CORPORATION, a Delaware corporation having its principal place of business at 229 South State Street, Dover, Delaware 19901 ("Company"), S AND A LEASING CORP., a Delaware corporation, having its principal place of business at 6606 LBJ Freeway, Dallas, Texas 75240 ("Tenant") and THE BANK OF NEW YORK, having its corporate trust office at 21 West Street, New York, New York 10015 ("Trustee")

WITNESSETH:

WHEREAS, Company entered into an Indenture of Mortgage and Deed of Trust ("Indenture") dated as of December 1, 1972, as amended by First Supplemental Indenture of Mortgage and Deed of Trust ("Supplemental Indenture") dated as of September 1, 1973, in favor of Trustee and SHELDON HARRISON, as individual trustee, (the Trustee and individual trustee being collectively referred to as "Trustees"), under which Company borrowed Three Million Five Hundred Thousand Dollars (\$3,500,000.00) as evidenced by its Secured Promissory Notes ("Notes") due February 1, 1993; and

WHEREAS, Company as "Landlord" and Tenant entered into a Lease Agreement ("Lease") dated as of the 1st day of December, 1972, as amended by First Amendment to Lease Agreement dated as of September 1, 1973, covering certain real properties more particularly described in Schedule A of the Lease, together with all rights, easements and appurtenances belonging or pertaining to said properties and together with all buildings, structures and fixtures located thereon ("Leased Properties"); and

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WHEREAS, as security for the Notes Company mortgaged its interest in the Leased Properties pursuant to the Indenture, and by Assignment of Lease and Agreement ("Assignment") dated as of December 1, 1972, as amended by First Amendment to Assignment of Lease and Agreement dated September 1, 1973, among Company, Tenant and Trustees, a copy of the Assignment and a copy of the Amendment to Assignment are attached hereto as Exhibit A and B respectively, and incorporated herein for all purposes, Company assigned, transferred and conveyed to Trustees, as collateral security for the payment of principal, interest and all other sums payable on the Notes, all of the Company's estate, right, title and interest as Landlord under the Lease; and

WHEREAS, pursuant to Paragraph 19 of the Lease, pertaining to "Substitution of Leased Properties", Company has conveyed to Tenant all of its right, title and interest to one of the Leased Properties, located on Maize Road, Columbus, Franklin County, Ohio and described in Schedule A, ID of the Lease and in Schedule ID of the Assignment ("Leased Property") and Tenant has conveyed to Company a certain tract of land, together with a building and other improvements thereon, located in Winston-Salem, Forsyth County, North Carolina and more fully described in Exhibit C hereto ("Winston-Salem Property"); and

WHEREAS, Trustee has released the Leased Property from the liens and security interests created by the Assignment; and

WHEREAS, Company, Tenant and Trustee intend that the Winston-Salem Property be subject to all the terms and provisions of the Assignment;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Company, Tenant and Trustee hereby agree that, as of the date hereof:

1. The Winston-Salem Property is subject to, and encumbered by, the Assignment and all of its provisions so as to become a part of the Leased Properties as though the Winston-Salem Property had been originally described in Schedule I thereto;

2. The description of the Winston-Salem Property attached as Exhibit C hereto shall be deemed to have been substituted for the description of the Leased Property set forth in Schedule ID of the Assignment;

3. The Assignment is in full force and effect with respect to the Leased Properties, including the Winston-Salem Property, but excluding the Leased Property;

4. There is no default by Company or Tenant under the Assignment with respect to any of the Leased Properties, including the Winston-Salem Property.

5. This Agreement shall be filed of record in the Public Records of Forsyth County, North Carolina and the parties hereto shall execute any additional instruments deemed as reasonably necessary to effectuate the purposes of this Agreement.

IN WITNESS WHEREOF, Company, Tenant and Trustee have caused this instrument to be executed as of the date first above written.

Attest:

Berdine Groell
Berdine Groell
Assistant Secretary

Signed, sealed and
delivered in the
presence of:

Bernice Chiswell
Maria Cappiello

COMPANY:

SARA CORPORATION

BY: Maureen E. O'Connor
MAUREEN E. O'CONNOR Vice President

Attest:

Gayla D. Vail
GAYLA D. VAIL

Assistant Secretary

Signed, sealed and
delivered in the
presence of:

Marie Chance
Maguerite Bindock

Attest:

[Signature]
ASSISTANT SECRETARY

Signed, sealed and
delivered in the
presence of:

[Signature]
[Signature]

TENANT:

S AND A LEASING CORP.

BY:

Vanda Davey
Vanda Davey
Vice President, Secretary
and Treasurer

TRUSTEE:

THE BANK OF NEW YORK

BY:

[Signature]
ASSISTANT VICE PRESIDENT

STATE OF NEW YORK

SS

COUNTY OF NEW YORK

I hereby certify that before me, a notary public,
personally appeared MAUREEN E. O'CONNOR
and Berdine Groell, as Vice President
and Assistant Secretary of Sara Corporation, a Delaware
corporation, to me known to be the persons described in and who
executed the foregoing instrument as such officers of such said
corporation, and they acknowledged before me that they, as such
officers, executed the foregoing instrument for the uses and
purposes therein expressed, that they are authorized by said
corporation to execute said instrument, that the said act and
deed of said corporation, and that they affixed thereto the
official seal of said corporation.

Witness my hand and official seal at New York, in the
County and State last aforesaid, this 2nd day of March, 1984.

Mary L. Brady

My commission expires:

3/30/86

MARY L. BRADY
NOTARY PUBLIC, State of New York
No. 43-4771023
Qualified in Richmond County
Certificate filed in New York County
Commission Expires March 30, 1986

STATE OF TEXAS

SS

COUNTY OF DALLAS

I hereby certify that before me, a notary public, personally appeared Vanda Dawey and Dayle D. Vail, as Vice President and Assistant Secretary of S AND A LEASING CORP., a Delaware corporation, to me known to be the persons described in and who executed the foregoing instrument as such officers of such said corporation, and they acknowledged before me that they, as such officers, executed the foregoing instrument for the uses and purposes therein expressed, that they are authorized by said corporation to execute said instrument, that the said act and deed of said corporation, and that they affixed thereto the official seal of said corporation.

Witness my hand and official seal at Dallas, in the County and State last aforesaid, this 1st day of March, 1984.

Lisa A. Young

My commission expires:

11-10-87

STATE OF NEW YORK

SS

COUNTY OF NEW YORK

I hereby certify that before me, a notary public, personally appeared A. W. Aslanian and WALTER N. GILIN, as ASSISTANT VICE PRESIDENT and ASSISTANT SECRETARY of THE BANK OF NEW YORK, a New York corporation, to me known to be the persons described in and who executed the foregoing instrument as such officers of such said corporation, and they acknowledged before me that they, as such officers, executed the foregoing instrument for the uses and purposes therein expressed, that they are authorized by said corporation to execute said instrument, that the said act and deed of said corporation, and that they affixed thereto the official seal of said corporation.

Witness my hand and official seal at New York, in the County and State last aforesaid, this 5th day of March, 1984.

Marie E. Smith

My commission expires:

MARIE E. SMITH
Notary Public, State of New York
No. 24-4655312
Qualified in Kings County
Certificate filed in New York County
Commission Expires March 30, 1985

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STATE OF NORTH CAROLINA—Forsyth County

The foregoing (or annexed) certificate 5 of Mary L. Brady N.P. State of New York (Richmond Co.)
(here give name and official title of the officer signing the certificate—passed-upon)
+ Lisa A. Young N.P. State of Texas, + Marie E. Smith State of New York (King Co.)
is (are) certified to be correct. This the 13 day of March 19 84.

Eunice Ayers, Register of Deeds

Probate fee \$1.00 paid.

PRESENTED FOR
REGISTRATION
AND RECORDED

By Crystal Chinard Deputy-Assistant

MAR 13 10 40 AM '84

EUNICE AYERS
REGISTER OF DEEDS
FORSYTH CTY., N.C.

73.00 pd
Jc

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EXHIBIT A

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SARA CORPORATION
as Assignor

AND

S AND A LEASING CORP.

TO

THE BANK OF NEW YORK,
as Trustee

and

SHELDON HARRISON,
as Individual Trustee

ASSIGNMENT OF LEASE

Dated as of December 1 , 1972

BOX 1432P1445

ASSIGNMENT OF LEASE AND AGREEMENT dated as of December 1 , 1972 (herein, as amended or supplemented from time to time, called the "Assignment"), among SARA CORPORATION, a Delaware corporation having its principal place of business at 306 South State Street, Dover, Delaware 19901 (herein called the "Company"), S AND A LEASING CORP., a Delaware corporation having its principal place of business at 3505 Turtle Creek Boulevard, Dallas, Texas 75219 (herein, together with any corporation succeeding thereto by merger, consolidation or acquisition of all or substantially all of its assets called the "Tenant"), THE BANK OF NEW YORK having its corporate trust office at 90 Washington Street, New York, New York 10015 (herein called the "Trustee"), and Sheldon Harrison, as trustees (the individual trustee and the Trustee are herein collectively called the "Trustees") under the indenture of mortgage and deed of trust dated as of December 1, 1972 (herein, as the same may be amended or supplemented from time to time, called the "Indenture") between the Company and the Trustees.

PRELIMINARY STATEMENT

The Company intends to borrow \$3,500,000 and is issuing and will issue under the Indenture its 9 1/2% Secured

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Promissory Notes due February 1, 1993 (herein, together with any Additional Notes as defined in the Indenture, called the "Notes"), as evidence thereof. As security for the Notes, the Company will mortgage its interest in certain properties, all as set forth in the Indenture. In order to fulfill the conditions for the issuance of the Notes and in order to induce the purchasers of the Notes (herein called the "Purchasers"), to purchase the same, the Company and the Tenant are entering into the undertakings herein set forth.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. ASSIGNMENT OF LEASE:

The Company, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, in furtherance of the provisions of the Indenture and as security for the payment of the principal of, premium and interest and all other sums payable on the Notes, and of all other sums payable under the Indenture 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 Trustees and to inure to the benefit of all

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present and future registered owners of the Notes, all of the Company's estate, right, title, interest, claim and demand as lessor under a certain lease (herein called the "Lease") dated December 1 , 1972, between the Company and the Tenant, covering the eight properties more particularly described in Schedule I attached hereto and made a part hereof (the "Leased Properties") together with all rights, powers, privileges, options and other benefits of the Company as 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 Company as lessor under the Lease or pursuant thereto, whether as rents or as the purchase price for the Leased Properties or a part thereof or otherwise and the right to make all waivers and agreements, give all notices, consents and releases and do any and all other things whatsoever which the Company as lessor is or may become entitled to do under the Lease.

2. ASSIGNMENT AS COLLATERAL SECURITY; TERMINATION:

The assignment made hereby is executed as collateral security, and the execution and delivery hereof shall not impair or diminish any obligations of the Company under the Lease. Upon the payment of the principal of (and premium, if any) and all interest on the Notes and all other sums payable under the Indenture, and the performance and observance

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of the provisions thereof, the assignment made hereby and all rights herein assigned to the Trustees shall cease and terminate and all the estate, right, title, interest, claim and demand of the Trustees in and to the above-described assigned property shall revert to the Company, and the Trustees shall at the request of the Company deliver to the Company an instrument cancelling this Assignment and reassigning to the Company the above-described assigned property.

The Trustees shall not be obligated to perform or discharge, nor do they hereby undertake to perform or discharge, any obligation, duty or liability under the Lease or under or by reason of this Assignment and the Company shall and does hereby agree to indemnify and hold the Trustees harmless of and from any and all liability, loss or damage which they may or might incur under the Lease or under or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against them by reason of any alleged obligations or undertaking on their part to perform or discharge any of the terms, covenants or agreements contained in the Lease.

3. TRUSTEE DESIGNATED AGENT AND ATTORNEY-IN-FACT:

The Company hereby designates the Trustee as agent and attorney-in-fact to receive duplicate copies of all notices

and other communications, and to receive all rents and other payments, tenders and security, which the Tenant is required or permitted to give, make or pay, and the Company hereby directs the Tenant to deliver or remit directly to the Trustee, at 90 Washington Street, New York, New York 10015 or at such other address as the Trustee may from time to time designate, duplicate copies of all notices and other communications required or permitted to be given or made by the Tenant pursuant to the Lease and all rents and other payments, tenders and security now or hereafter due or receivable by the Company as lessor under the Lease, and no such payment or delivery made by the Tenant shall be of any force or effect unless made to the Trustee as above provided.

4. REPRESENTATIONS AND WARRANTIES:

The Company and the Tenant represent and warrant to the Trustees that the Lease is in full force and effect according to its terms and is not in default, and the Company represents and warrants that the Company has not executed any assignment of, or in any way affected, the subject matter of the assignment made hereby to the Trustees, other than the assignment to the Trustees made by the Indenture.

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5. IRREVOCABILITY; SUPPLEMENTAL INSTRUMENTS:

The Company agrees that the assignment made hereby and the designation and direction of the Tenant hereinabove set forth are irrevocable, and that the Company will not, while such assignment is in effect or thereafter until the Tenant has received from the Trustee notice of the termination thereof, take any action as lessor under the Lease or otherwise which is inconsistent with said assignment, or make any other assignment, designation or direction inconsistent therewith, and that any assignment, designation or direction inconsistent therewith shall be void. The Company will from time to time, upon request of the Trustees, execute all instruments of further assurance and all such supplemental instruments as the Trustee may specify.

6. CONSENT OF THE TENANT:

The Tenant consents to the foregoing provisions of this Assignment, and agrees to give, make or pay and deliver to the Trustee, as hereinabove provided, in the manner and at the time and in the amounts specified in the Lease, all rents and other payments, tenders and security assigned to the Trustees, without any set-off, counterclaim, abatement, deduction or defense, and agrees to deliver or remit to the

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Trustee all notices and other communications which are required or permitted to be given or made to the Trustees under the Lease.

The Tenant consents and agrees that any notice given to the Tenant by the Trustee shall have the same force and effect as a notice given by the Company; that the Trustees shall not by reason of this Assignment be subject to any liability or obligation under said Lease, and that any consent provided in said Lease which may be given by the Landlord shall not be valid unless approved by the Trustee.

7. CHARACTER OF THE TENANT'S OBLIGATIONS:

The liabilities, obligations and undertakings of the Tenant under this Assignment are independent of, separate from and in addition to those of the Tenant as lessee under the Lease, and shall not be diminished or deferred for any reason whatsoever, including without limitation (i) termination of the Lease pursuant to Section 24 of the Lease or repossession or reletting of the Leased Properties, or any part thereof, or (ii) the invalidity or unenforceability of the Lease or any provision thereof, whether because the Lease or a memorandum thereof or financing statements have not been filed, registered or recorded as may be required by applicable law, or because the Company as lessor

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may not have had good right or lawful authority to lease the Leased Properties to the Tenant (even if the Company may not have had sufficient title to the Leased Properties at the time of the leasing thereof to the Tenant), or because the Company may not have complied with applicable law, or because of any other reason similar or dissimilar to the foregoing, or (iii) the invalidity or unenforceability of this Assignment, or any provision hereof, whether because this Assignment or financing statements have not been filed, registered or recorded as may be required by the applicable law, or because of revocation, or because of any other reason similar or dissimilar to the foregoing.

8. AMENDMENT OR TERMINATION OF LEASE:

The Company and the Tenant agree that they will not, except as expressly permitted by the Lease and the Indenture, enter into any agreement subordinating, amending, supplementing, modifying or terminating the Lease without the consent thereto in writing of the Trustees, and that any attempted subordination, amendment, supplement, modification or termination without such consent shall be void. In the event that the Lease shall be amended or supplemented as herein permitted, the Lease as so amended or supplemented shall continue to be

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subject to the provisions of this Assignment without the necessity of any further act by any of the parties hereto.

9. MISCELLANEOUS:

This Assignment shall be binding upon, inure to the benefit of and be enforceable by, the respective successors and assigns of the parties hereto. The headings to the various paragraphs of this Assignment have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Assignment. If any provision of this Assignment or any application thereof shall be invalid or unenforceable, the remainder of this Assignment and any other application of such provision shall not be affected thereby. This Assignment may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute but one and the same instrument. The Trustee shall signify its acceptance of the provisions of this Assignment by accepting delivery of a counterpart hereof and by authenticating and delivering the Notes pursuant to the Indenture. This Assignment shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered, the corporate parties in their respective names and behalf and

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under their respective corporate seals, as of the day and
year first above set forth.

SARA CORPORATION

By Birdwin Ford
Vice President

[Corporate Seal]

Attest:

Joseph A. Leonard
Secretary

Signed, sealed and delivered
in the presence of

Gordon S. Murphy
Birdwin Ford

S AND A LEASING CORP.

By Alan M. Long
Vice President

[Corporate Seal]

Attest:

James P. Butler
Secretary

Signed, sealed and delivered
in the presence of

Birdwin Ford
David A. Kunnell

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THE BANK OF NEW YORK, as Trustee

By J. P. Lunny
Corporate Trust Officer

[Corporate Seal]

Attest:

A. W. Coleman
Assistant Secretary

Signed, sealed and delivered
in the presence of

Gordon S. Murphy
Bas D. D.

WITNESSES.

Gordon S. Murphy
Bas D. D.

Sheldon Harrison [L.S.]
Sheldon Harrison, as Individual
Trustee

This Assignment prepared by:

White & Case
14 Wall St.
New York, N.Y.

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I *Bruce H. Buck*, a Notary Public in and
for the County and State of New York, duly commissioned,
qualified and acting, do hereby certify that *Burden Groel*
and *Joseph F. Ricciardi*, to me personally well known
and personally well known to me to be the same persons whose
names are, respectively as *Vice President* and
Assistant Secretary of SARA CORPORATION, a corpora-
tion of the State of Delaware, signed and subscribed to the
foregoing annexed instrument, bearing date as of *December 1*,
1972, and who are personally known to me to be, and upon
being by me duly sworn did acknowledge, depose and say that
they reside at *White Oak Lane, New Vernon, N.J.*
and at *373 Meadowbrook Ave., Ridgewood, N.Y.*, respectively, and
that they are *Vice President* and *Assistant Secretary*
respectively, of SARA CORPORATION, the corporation described
in and which executed the foregoing instrument, appeared be-
fore me in my said county this day in person and severally
acknowledged to me, and did depose and say, that they know
the seal of the said corporation and that they, being first
thereunto duly and fully authorized by said corporation and
being informed of the contents of the instrument, as such

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officers and with full authority, voluntarily executed, signed, sealed with the corporate seal, and delivered the said instrument for SARA CORPORATION on this day for and as the free and voluntary act and deed of said corporation and as their own free and voluntary act and deed, for the uses, purposes and considerations therein set forth; and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed, signed, sealed and delivered in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

I am not a stockholder, director or officer of said SARA CORPORATION.

Given under my hand and official seal in the County and State of New York, this 28th day of December, 1972.

Bruce M. Buck

[Notarial Seal]

BRUCE M. BUCK
Notary Public, State of New York
No. 31-5505476
Qualified in New York County
Term Expires March 30, 1974

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STATE OF ~~NEW YORK~~ ^{TEXAS})
COUNTY OF ~~NEW YORK~~ ^{DALLAS}) SS.:

I DIANNE W. THOMPSON, a Notary Public in and
for the County ^{of Dallas} and State of ~~New York~~ ^{Texas}, duly commissioned,
qualified and acting, do hereby certify that Alan M. May
and Thomas P. Barton, to me personally well known
and personally well known to me to be the same persons whose
names are, respectively as Vice President and Secretary of
S AND A LEASING CORP., a corporation of the State of
Delaware, signed and subscribed to the foregoing annexed
instrument, bearing date as of December 1, 1972, and who
are personally known to me to be, and upon being by me duly
sworn did acknowledge, depose and say that they reside at
3601 Turtle Creek Blvd, Dallas, Texas, and at 3825 Maplewood,
Dallas, Texas,
respectively, and that they are Vice President and Secretary,
respectively, of S AND A LEASING CORP., the corporation des-
cribed in and which executed the foregoing instrument,
appeared before me in my said county this day in person and
severally acknowledged to me, and did depose and say, that
they know the seal of the said corporation and that they,
being first thereunto duly and fully authorized by said
corporation and being informed of the contents of the instru-
ment, as such officers and with full authority, voluntarily

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executed, signed, sealed with the corporate seal, and delivered the said instrument for S AND A LEASING CORP. on this day for and as the free and voluntary act and deed of said corporation and as their own free and voluntary act and deed, for the uses, purposes and considerations therein set forth; and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed, signed, sealed and delivered in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

I am not a stockholder, director or officer of said S AND A LEASING CORP.

Given under my hand and official seal in the County of ^{Dallas} ~~New York~~ ^{Texas}, this 24th day of Nov., 1972.

William W. Thompson

[Notarial Seal]

Commission expires June 1, 1973

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STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I BRUCE M. BUCK, a Notary Public in and
for the County and State of New York, duly commissioned,
qualified and acting, do hereby certify that E. E. Kinney
and A. W. Aslanian, to me personally well known
and personally well known to me to be the same persons whose
names are, respectively as ^{Corporate Trust Officer} ~~Trust Officer~~ and Assistant Secre-
tary of THE BANK OF NEW YORK, a corporation of the State of
New York, signed and subscribed to the foregoing annexed
instrument, bearing date as of December 1, 1972, and who
are personally known to me to be, and upon being by me duly
sworn did acknowledge, depose and say that they reside at
6 MAGDA LANE and at
SO. SOMERVILLE, NEW JERSEY 08878
17 HILLREST ST, STATEN ISLAND NY 10308, respectively, and
^{Corporate Trust Officer} ~~Trust Officer~~ that they are a ~~Trust Officer~~ and Assistant Secretary, re-
spectively, of THE BANK OF NEW YORK, the corporation de-
scribed in and which executed the foregoing instrument,
appeared before me in my said county this day in person and
severally acknowledged to me, and did depose and say, that
they know the seal of the said corporation and that they,
being first thereunto duly and fully authorized by said
corporation and being informed of the contents of the instru-
ment, as such officers and with full authority, voluntarily

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executed, signed, sealed with the corporate seal, and delivered the said instrument for THE BANK OF NEW YORK on this day for and as the free and voluntary act and deed of said corporation and as their own free and voluntary act and deed, for the uses, purposes and considerations therein set forth; and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed, signed, sealed and delivered in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

I am not a stockholder, director or officer of said BANK OF NEW YORK.

Given under my hand and official seal in the County and State of New York, this 28th day of November, 1972.

[Notarial Seal]

Bruce M. Buck

BRUCE M. BUCK
Notary Public, State of New York
No. 31-5505476
Qualified in New York County
Term Expires March 30, 1974

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STATE OF NEW YORK)
 : SS.:
COUNTY OF NEW YORK).

I, BRUCE M. BUCK, a Notary Public in and
for the County and State of New York, duly commissioned,
qualified and acting, do hereby certify that SHELDON HARRISON
personally well known to me to be the same person described
in and whose name is signed and subscribed to the foregoing
annexed instrument bearing date as of December 1, 1972,
appeared before me in my said county on this day in person
and being by me duly sworn acknowledged to me that he resides
at 253-07 147th Drive, Rosedale, New York 11422 and, being
informed of the contents of the instrument, he voluntarily
executed, signed, sealed and delivered the said instrument
as his free and voluntary act and deed for the uses, pur-
poses and considerations therein set forth.

Given under my hand and official seal in the
County of and State of New York, this 28th day of November,
1972.

[Notarial Seal]

BRUCE M. BUCK
Notary Public, State of New York
No. 31-5505476
Qualified in New York County
Term Expires March 30, 1974

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SCHEDULE I

Leased Properties Descriptions and Book Values Thereof

A. 8350 Arlington Expressway, Jacksonville, Duval County, Florida:

Part of Government Lot 4, Section 14, Township 2 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

Commence at the intersection of the West line of said Government Lot 4 with the Southerly line of The Jacksonville Expressway (State Road No. 10) as now established; thence South 64 degrees 05 minutes 10 seconds East, along said Southerly line of The Jacksonville Expressway, 272.56 feet to the point of beginning; thence continue along said Southerly line of The Jacksonville Expressway, South 64 degrees 05 minutes 10 seconds East, 200 feet; thence South 25 degrees 54 minutes 50 seconds West, 250 feet; thence North 64 degrees 05 minutes 10 seconds West, 200 feet; thence North 25 degrees 54 minutes 50 seconds East, 250 feet to the point of beginning.

Also a non-exclusive easement for the purpose of ingress and egress to and from the above described real property over and upon the following property:

Part of Government Lot 4, Section 14 and part of the Francis Richard Grant, Section 52, all in Township 2 South, Range 27 East, Duval County, Florida, being more particularly described as follows:

Commence at the intersection of the West line of said Government Lot 4 with the Southerly line of The Jacksonville Expressway (State Road No. 10) as now established; thence South 64 degrees 05 minutes 10 seconds East, along said Southerly line of The Jacksonville Expressway, 272.56 feet; thence South 25 degrees 54 minutes 50 seconds West, 230 feet to the point of beginning; thence continue South 25 degrees 54 minutes 50 seconds West, 20 feet; thence North 64 degrees 05 minutes 10 seconds West, 191.56 feet to the Easterly line of Century Street, County Road No. 977 (a 60 foot right of way); thence Northerly along a curve in said Easterly line of Century Street, said curve having a radius of 924.93 feet, an arc distance of 21.88 feet to a point in said Easterly line of Century Street that is North 64 degrees 05 minutes 10 seconds West, 200.44 feet from the point of beginning; thence South 64 degrees 05 minutes 10 seconds East, 200.44 feet to the point of beginning.

Book value at November 30, 1972: \$411,264

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B. 2150 North Lake Parkway, Tucker, DeKalb County, Georgia
(Atlanta No. 3):

All that tract or parcel of land lying and being in Land Lot 210 of the 18th District of DeKalb County, Georgia, and being more particularly described as follows:

BEGINNING at an iron pin located on the northeastern side of Rockwood Road, 200 feet northwesterly as measured along the northeastern side of Rockwood Road from its intersection with the northwestern side of LaVista Road; and running thence north 15 degrees 06 minutes west along the northeastern right-of-way line of Rockwood Road, a distance of 144.7 feet to an iron pin; running thence north 72 degrees 04 minutes 14 seconds east, a distance of 230 feet to an iron pin; running thence south 1 degree 12 minutes 16 seconds east, a distance of 170.0 feet to an iron pin; running thence south 77 degrees 37 minutes west, a distance of 189.1 feet to an iron pin on the northeastern side of Rockwood Road and the point of beginning; according to plat of survey by David F. Sylvester, Registered Land Surveyor, dated June 26, 1971.

The above described property is the same as conveyed by Warranty Deed from Robert B. Holland, Jr., to Steak & Ale Realty Corporation, a Texas corporation, dated June 30, 1971, filed for record July 2, 1971, recorded in Deed Book 2665, page 1, in the office of the Clerk of the Superior Court, DeKalb County, Georgia.

Book value at November 30, 1972: \$ 490,602

C. 2930 Ember Drive, Decatur, DeKalb County, Georgia
(Atlanta No. 4):

All that tract or parcel of land lying and being in Land Lot 121 of the 15th District of DeKalb County, Georgia, and being more particularly described as follows:

TO FIND THE POINT OF BEGINNING, begin at a right-of-way marker at the corner formed by the intersection of the easterly right-of-way line of Candler Road with the southerly right-of-way line of Interstate Highway No. 20; and running thence north 57 degrees 47 minutes 21 seconds east along the southerly right-of-way line of Interstate Highway No. 20, a distance of 297.45 feet to a right-of-way marker; running thence north 73 degrees 43 minutes 04 seconds east, a distance of 61.06 feet to a point;

said point being the point of beginning; with the true point of beginning thus established, running thence south 14 degrees 14 minutes 0 seconds east, a distance of 320.54 feet to a point on the northerly right-of-way line of Durbin Drive (60-foot right-of-way); running thence north 87 degrees 25 minutes 35 seconds east, a distance of 153.16 feet to a point on the northerly right-of-way line of Durbin Drive; running thence north 14 degrees 14 minutes 0 seconds west, a distance of 356.86 feet to a point on the southerly right-of-way line of Interstate Highway No. 20; running thence south 73 degrees 43 minutes 04 seconds west along the southerly right-of-way line of Interstate Highway No. 20, a distance of 150.10 feet to the point of beginning; containing 1.166 acres, as shown on a plat of survey by Urban Engineers, Inc., Surveyors, dated January, 1971, revised March 16, 1972, May 11, 1972 and May 18, 1972.

Book value at November 30, 1972: \$453,511

D. 4625 Maize Road, Columbus, Franklin County, Ohio:

Being part of Reserve "A" of Maize Meadows Subdivision as shown of record in Plat Book 29, page 46, Recorder's Office, Franklin County, Ohio. Also being part of a certain 2.5923 acre tract as conveyed to Shell Oil Company as recorded in Deed Book 3093, page 22, Franklin County, Ohio records and more particularly described as follows: Beginning at an iron pin at the Southeast corner of said Reserve "A", being also the Northeast corner of Lot 76 of said Subdivision. Thence South 88° 36' 00" West a distance of 117.00 feet along the South line of said Reserve "A" to an iron pin, being the Southeast corner of a certain 0.01 acre tract as conveyed to Ohio Fuel Gas Company as recorded in Deed Book 2232, page 135. Thence North 1° 00' 00" West a distance of 20.00 feet to an iron pin at the Northeast corner of said 0.01 acre tract. Thence South 88° 36' 00" West a distance of 18.00 feet to an iron pin at the Northwest corner of said 0.01 acre tract. Thence South 1° 00' 00" East a distance of 20.00 feet to an iron pin at the Southwest corner of said 0.01 acre tract. Thence South 88° 36' 00" West a distance of 125.00 feet along the South line of said Reserve "A" to an iron pin at the Southwest corner of said Reserve "A" (Northwest corner of Lot 77 of said Subdivision). Thence North 1° 00' 00" West a distance of 211.45 feet along the West line of said Reserve "A", East line of Emslie Drive (50' wide) to an iron pin. Thence North 88° 33' 30" East across said Reserve "A", a distance of 260.00 feet to an iron pin on the East line of said Reserve "A", West line of Maize Road. Thence South 1° 00' 00" East along the East line of said Reserve "A", West

line of Maize Road, a distance of 211.64 feet to place of beginning, containing 1.2543 acres,

together with all and singular the rights and appurtenances pertaining thereto, including any right, title and interest of Grantor in and to adjacent streets, alleys or rights-of-way;

TOGETHER WITH a perpetual Easement (hereinafter "Sign Easement") for the exclusive use and benefit of Grantee, its successors and assigns for the express purpose of constructing, maintaining, replacing and removing, at Grantee's sole cost and expense, such identification sign as is lawfully permissible within the six (6) foot by twelve (12) foot parcel of land at the northeasternmost extremity of the following described premises and, as to those premises in their entirety, the further right to install underground electrical conduit for the purpose of supplying electrical power to such sign:

Situated in the County of Franklin, State of Ohio, City of Columbus. Being part of Reserve "A" of Maize Meadows Subdivision as shown of record in Plat Book 29, page 46, Recorder's Office, Franklin County, Ohio. Also being part of lands as conveyed to Shell Oil Company as recorded in Deed Book 3093, page 22 Franklin County, Ohio records and more particularly described as follows: Beginning at an iron pin on the West line of Maize Road at a point being 107.00 feet South, measured at right angle to the present centerline of Morse Road. Said point of beginning being Station 84+04.36 of the State of Ohio Highway Department 107.00 Rt. widening plans (year 1963) of Morse Road. Thence South $1^{\circ} 00' 00''$ East along the West line of Maize Road (East line of said Reserve "A") a distance of 208.00 feet to an iron pin. Thence South $88^{\circ} 33' 30''$ West a distance of 5.00 feet to a point. Thence North $1^{\circ} 00' 00''$ West, parallel to and 5.00 feet distant at right angle to the West line of Maize Road, East line of Reserve "A", a distance of 196.00 feet to a point. Thence South $88^{\circ} 33' 30''$ West a distance of 1.00 foot to a point. Thence North $1^{\circ} 00' 00''$ West, parallel to and 6.00 feet distant from the West line of Maize Road, East line of Reserve "A", a distance of 12.00 feet to a point. Thence North $88^{\circ} 33' 30''$ East a distance of 6.00 feet to place of beginning.

Book value at November 30, 1972: \$473,438

E. 10718 I-45 North, Houston, Harris County, Texas (Houston 206):

A 1.4403 acre tract of land situated in the Simon Contreras Survey, A-220, Harris County, Texas, being part of and out of that certain tract of land containing 61.906 acres, more or less, conveyed by Westheimer Properties, Inc. to Airline Road Investors by deed dated February 25, 1969, and recorded in Volume 7547, Page 510, of the Deed Records of Harris County, Texas, such 1.4403 acre tract being described by metes and bounds as follows:

COMMENCING at an iron rod in the east right-of-way line of Interstate Highway 45 (300 feet wide), said rod being at the northwest corner of a 71.933 acre tract conveyed by Percy Selden et al to Westheimer Properties, Inc. by deed dated January 31, 1969, and recorded in Volume 7500, Page 481, of the Deed Records of Harris County, Texas;

THENCE, S 03° 56' 44" W, along the east right-of-way line of said Interstate Highway 45 and the west line of said 71.933 acre tract a distance of 2137.83 feet to the Place of Beginning;

THENCE, N 48° 56' 44" E a distance of 14.14 feet to a point for a corner;

THENCE, S 86° 03' 16" E a distance of 200.00 feet to a point for the northeast corner of the tract herein described;

THENCE, S 03° 56' 44" W a distance of 299.00 feet to a point for the southeast corner of the 1.4403 acre tract herein described;

THENCE, N 86° 03' 16" W a distance of 210.00 feet to a point for the southwest corner of the herein described 1.4403 acre tract in said easterly right-of-way line of Interstate Highway 45;

THENCE, N 03° 56' 44" E, along the east right-of-way line of said Interstate Highway 45 and west line of said 71.933 acre tract a distance of 289.00 feet to the Place of Beginning, and containing 1.4403 acres of land.

Book value at November 30, 1972 \$ 436,090

F. 2425 Mangum Road, Houston, Harris County, Texas (Houston 207):

Lots Ninety-Six (96) and Ninety-seven (97), of EUREKA ACRES, a Subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume 11, Page 67 Map Records, Harris County, Texas; LESS, SAVE, AND EXCEPT:

(a) That portion of Lot 96 conveyed to the State of Texas for roadway purposes in Volume 4141, Page 239 Deed Records, Harris County, Texas;

(b) That portion of Lot 96 conveyed to the State of Texas for roadway purposes in Volume 6265, Page 518 Deed Records, Harris County, Texas;

(c) That portion of Lot 96 conveyed to the State of Texas for roadway purposes in Volume 8486, Page 373 Deed Records, Harris County, Texas;

(d) That portion of Lot 97 taken by Condemnation Suit by the City of Houston, Cause No. 113,958, Harris County, Texas;

(e) That portion of Lot 97 taken by Condemnation Suit by the State of Texas, Cause No. 104,043, Harris County, Texas.

Book value at November 30, 1972: \$465,193

G. 1507 Austin Hwy., San Antonio, Bexar County, Texas:

BEING all of Lot 3, City Block 8712, in the City of San Antonio, Bexar County, Texas a part of the Gonifacia Rodriguez Survey, No. 131, Being more particularly described as follows:

BEGINNING at a point on the South ROW line of Eisenhower Rd. 822.13 feet West of the intersection of the South ROW line of Eisenhower Rd. and the Northwest ROW line of U.S. Highway No. 81 (Austin Highway);

THENCE South 439.90 feet to a point for corner in the Northwest ROW line of U.S. Highway 81 (Austin Highway);

THENCE S. $61^{\circ}49'$ W., 268.07 feet along the Northwest ROW line of U.S. Highway 81 to a point for corner which is the intersection of the Northwest ROW line of U.S. Highway 81 and the Northeast ROW line of Harry Wurzbach Highway;

THENCE N. $28^{\circ}11'$ W., 134.90 feet along the northeast ROW line of Harry Wurzbach Highway to a point for angle;

THENCE N. $19^{\circ}59'$ W., 291.80 feet along the Northeast ROW line of Harry Wurzbach Highway to a point for corner;

THENCE N. $29^{\circ}55'$ E., 200.00 feet along the Northeast ROW line of Harry Wurzbach Highway to a point for corner which is the intersection of the Northeast ROW line of Harry Wurzbach Highway and the South ROW line of Eisenhower Rd. ;

THENCE East 300.00 feet along the South ROW line of Eisenhower Rd. to the place of beginning and containing 173,533.12 Sq. Ft. or 3.984 acres of land.

Book value at November 30, 1972: \$433,530

H. 315 I-10 N., Beaumont, Jefferson County, Texas:

Situated in Jefferson County, Texas, and being the South 109.97 feet, more or less, of Lots Numbers Eleven (11) to Twenty-two (22), both inclusive, in Block Number Twenty-six (26); the South 109.97 feet, more or less, of that portion of Lot Number Eleven (11), in Block Number Twenty-seven (27), lying between Interstate Highway No. 10 and what was formerly 17th Street (now abandoned and closed by ordinance of the City of Beaumont); all of said lots being in the JARRETT ADDITION to the City of Beaumont, Jefferson

County, Texas, according to the map or plat of said addition of record in the office of the County Clerk of Jefferson County, Texas; also the intervening portion of said 17th Street (now abandoned); all more fully described by metes and bounds in the deed from Charles A. Howell and John P. Howell to Sixty Seven Properties, recorded in Volume 1605, Page 113, of the Deed Records; and being described by metes and bounds from recent survey as follows, to-wit: Being a tract of land out of Lots 11 through 22, Block 26, Jarrett Addition to the City of Beaumont, a portion of 17th Street, abandoned July 19, 1961 and a portion of Lot 11, Block 27 and being more fully described as follows:

BEGINNING at the Southwest corner of Block 26 of the Jarrett Addition to the City of Beaumont, Texas, same being the North line of Liberty Avenue and East line of 18th Street, an iron rod for corner;

THENCE East, along and with the North line of said Liberty Avenue 365.30 feet to the West right-of-way line interstate Highway 10, an iron rod for corner;

THENCE North 01 degrees 23 minutes East along and with the said West right-of-way line of Interstate Highway 10, at 110.00 feet an iron rod for corner;

THENCE West, 367.96 feet to the West line of Block 26 same being East line of 18th Street, an iron rod for corner;

THENCE South along and with the West line of Block 26 and East line of 18th Street, 109.97 feet to the PLACE OF BEGINNING, and containing 0.924 acres of land, more or less.

Book value at November 30, 1972: \$336,372

EXHIBIT B

FIRST AMENDMENT TO ASSIGNMENT OF LEASE AND AGREEMENT

FIRST AMENDMENT TO ASSIGNMENT OF LEASE AND AGREEMENT

dated as of September 1, 1973, among SARA CORPORATION, a Delaware corporation, having its principal place of business at 229 South State Street, Dover, Delaware 19901 (herein called the "Company"), S AND A LEASING CORP., a Delaware corporation having its principal place of business at 12890 Hillcrest, P.O. Box 22102, Dallas, Texas 75222 (herein, together with any corporation succeeding thereto by merger, consolidation or acquisition of all or substantially all of its assets, called the "Tenant"), THE BANK OF NEW YORK, having its corporate trust office at 90 Washington Street, New York, New York 10015 (herein called the "Trustee"), and SHELDON HARRISON, as Trustees (the individual trustee and the Trustee are herein collectively called the "Trustees") under the Indenture of Mortgage and Deed of Trust dated as of December 1, 1972 (herein, as the same may be amended or supplemented from time to time, called the "Indenture") between the Company and the Trustees;

WITNESSETH:

WHEREAS, the Company, the Tenant and the Trustees have heretofore entered into an Assignment of Lease and Agreement dated as of December 1, 1972 (herein called the "Assignment"), pursuant to which the Company assigned to the Trustees for the benefit of the holders of the 9-1/2% Secured Promissory Notes due February 1, 1993 of the Company (herein called the "Notes"), all of the Company's estate, right, title, interest, claim and demand under the

1432 P 1472

Lease Agreement dated December 1, 1972, between the Company, as Landlord, and the Tenant; and

WHEREAS, the Assignment has been duly filed for record on the dates and at the locations set forth in Exhibit A hereto, and reference is made to the Assignment and the recordation thereof for all purposes; and

WHEREAS, the holders of all of the issued and outstanding Notes have agreed and consented to the amendment of the Assignment as herein provided;

NOW, THEREFORE, in consideration of \$10.00 and other good and valuable consideration paid by the Company and the Tenant to the Trustees for the benefit of the holders of the Notes, the parties hereto agree that the Assignment is hereby amended and modified as follows:

1. Paragraph 8 of the Assignment is hereby renumbered as Paragraph 9 and is modified and amended in its entirety to read as follows:

"9. AMENDMENT OR TERMINATION OF LEASE:

The Company and the Tenant agree that they will not, except as expressly permitted by the Lease and the Indenture, enter into any agreement subordinating, amending, supplementing, modifying or terminating the Lease without the consent thereto in writing of the Trustees, and that any attempted subordination, amendment, supplement, modification or termination without such consent shall be void. In the event that the Lease shall be amended or supplemented as herein permitted, the Lease as so amended or supplemented shall continue to be subject to the provisions of this Assignment without the necessity of any further act by any of the parties hereto. If the Company conveys a Leased Property to the Tenant pursuant to Section 19 or Paragraph (1), (2), (3) or (4) of Section 29(a) of the Lease, and provided that no Default or Event of Default (as defined in the Indenture) shall have occurred and be continuing the Trustee shall

execute and deliver a release of such Leased Property from the liens and security interests created by this Assignment, and shall reassign such Leased Property to the Company, upon receipt by the Trustees of such documents and opinions as are to be delivered to the Trustees pursuant to the applicable provisions of the Lease and such other documents and opinions as the Trustees shall reasonably request."

2. A new Paragraph 8 is hereby added to the Assignment which reads in its entirety as follows:

"8. SUBSTITUTION OF LEASED PROPERTIES:

If for any reason and at any time the Tenant elects, pursuant to the terms of the Lease, to convey a Substitute Property (as defined in the Lease) to the Company in exchange for a Leased Property (as defined in the Lease), the Tenant will convey to the Company the Substitute Property to replace such Leased Property accompanied with an instrument or instruments in form reasonably satisfactory to the Company and the Trustee, specifically subjecting the Substitute Property to the provisions of this Assignment so as to become a part of the Leased Properties as though such property had been originally described in Schedule I to this Assignment."

3. Paragraph 9 of the Assignment is hereby renumbered as Paragraph 10.

4. Except as hereby specifically modified and amended, the Assignment is in all respects ratified and confirmed.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed and delivered, the corporate parties in their respective names and behalf and under their respective corporate seals, as of the day

and year first above set forth.

Attest:

Franklin D. Jones
Secretary

SARA CORPORATION

By Paul J. [Signature]
President

Signed, sealed and delivered in the presence of:

[Signature]
William C. [Signature]

Attest:

By James P. Butler
Secretary

S AND A LEASING CORP.

By John M. [Signature]
President

Signed, sealed and delivered in the presence of:

David H. [Signature]
Joseph E. [Signature]

Attest:

By A. W. [Signature]
Assistant-Secretary

THE BANK OF NEW YORK, as Trustee

By [Signature]
Corporate Trust Officer

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

Signed and delivered in the
presence of:

William H. H. H.
W. H. H.

[L.S.]
Sheldon Harrison, as Individual Trustee

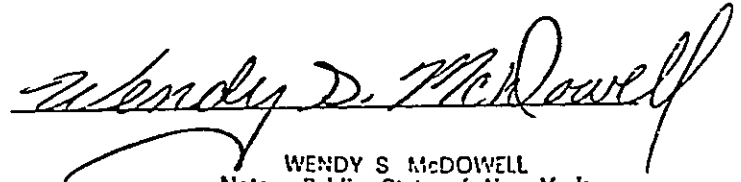
STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, Wendy McDowell, a Notary Public in and for the County and State of New York, duly commissioned, qualified and acting, do hereby certify that Berdine Groel and DAVID A. GEORGE, to me personally well known and personally well known to me to be the same persons whose names are, respectively as Vice President and Assistant Secretary of SARA CORPORATION, a corporation of the State of Delaware, signed and subscribed to the foregoing annexed instrument, bearing date as of September 1, 1973, and who are personally known to me to be, and upon being by me duly sworn did acknowledge, depose and say that they reside at White Deer Lane
New Vernon, New Jersey 07976 and at
No. Hempstead Tpk., Laurel Hollow, N. Y. 11791, respectively, and that they are Vice President and _____ Secretary, respectively, of SARA CORPORATION, the corporation described in and which executed the foregoing instrument, appeared before me in my said county this day in person and severally acknowledge to me, and did depose and say, that they know the seal of the said corporation and that they, being first thereunto duly and fully authorized by said corporation and being informed of the contents of the instrument, as such officers and with full authority, voluntarily executed, signed, sealed with the corporate seal, and delivered the said instrument for SARA CORPORATION on this day for and as the free and voluntary act and deed of said corporation and as their own free and

voluntary act and deed, for the uses, purposes and considerations therein set forth; and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed, signed, sealed and delivered in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

I am not a stockholder, director or officer of said SARA CORPORATION.

Given under my hand and official seal in the County and State of New York, this 9th day of April, 1975.



WENDY S. McDOWELL
Notary Public, State of New York
No. 31-4522124
Qualified in New York County
Commission Expires March 30, 1976

[Notarial Seal]

STATE OF TEXAS)
) ss.:
COUNTY OF DALLAS)

I, Sp. Ann Donahue, a Notary Public in and for the County of Dallas and State of Texas, duly commissioned, qualified and acting, do hereby certify that ALAN M. MAY and THOMAS P. BARTON, to me personally well known and personally well known to me to be the same persons whose names are, respectively as Vice President and Secretary of S AND A LEASING CORP., a corporation of the State of Delaware, signed and subscribed to the foregoing annexed instrument, bearing date as of September 1, 1973, and who are personally known to me to be, and upon being by me duly sworn did acknowledge, depose and say that they reside at 3601 Turtle Creek Blvd., Dallas, Texas and at 3825 Maplewood, Dallas, Texas, respectively, and that they are Vice President and Secretary, respectively, of S AND A LEASING CORP., the corporation described in and which executed the foregoing instrument, appeared before me in my said county this day in person and severally acknowledged to me, and did depose and say, that they know the seal of the said corporation and that they, being first thereunto duly and fully authorized by said corporation and being informed of the contents of the instrument, as such officers and with full authority, voluntarily executed, signed, sealed with the corporate seal, and delivered the said instrument for S AND A LEASING CORP. on this day for and as the free and voluntary act and deed of said corporation and as their own free and voluntary

act and deed, for the uses, purposes and considerations therein set forth;
and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed, signed, sealed and delivered in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

I am not a stockholder, director or officer of said S AND A LEASING CORP.

Given under my hand and official seal in the County of Dallas and State of Texas, this 5th day of March, 1975.

Jo Ann Donahue
Jo Ann Donahue
Commission expires June 1, 1975

[Notarial Seal]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, William P. ..., a Notary Public in and for the
County and State of New York, duly commissioned, qualified and acting, do
hereby certify that K. G. Filius and L. M. ..., to me personally well
known and personally well known to me to be the same persons whose names
are, respectively as Corporate Trust Officer and Assistant Secretary of THE
BANK OF NEW YORK, a corporation of the State of New York, signed and sub-
scribed to the foregoing annexed instrument, bearing date as of September 1,
1973, and who are personally known to me to be, and upon being by me duly
sworn did acknowledge, depose and say that they reside at 158 HUNTER AVENUE
STATEN ISLAND, N. Y. 10306
17 HILLCREST STREET
STATEN ISLAND N. Y. 10309, respectively,
and that they are a Corporate Trust Officer and Assistant Secretary, respec-
tively, of THE BANK OF NEW YORK, the corporation described in and which
executed the foregoing instrument, appeared before me in my said county this
day in person and severally acknowledged to me, and did depose and say, that
they know the seal of the said corporation and that they, being first thereunto
duly and fully authorized by said corporation and being informed of the contents
of the instrument, as such officers and with full authority, voluntarily executed,
signed, sealed with the corporate seal, and delivered the said instrument for
THE BANK OF NEW YORK on this day for and as the free and voluntary act

and deed of said corporation and as their own free and voluntary act and deed, for the uses, purposes and considerations therein set forth; and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was executed, signed, sealed and delivered in behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

I am not a stockholder, director or officer of said THE BANK OF NEW YORK.

Given under my hand and official seal in the County and State of New York, this 28 day of May, 1975.

William Leiwant

[Notarial Seal]

WILLIAM LEIWANT
Notary Public, State of New York
No. 31-7485385
Qualified in New York County
Commission Expires March 30, 1976

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

I, William Leiwant, a Notary Public in and for the
County and State of New York, duly commissioned, qualified and acting, do
hereby certify that SHELDON HARRISON personally well known to me to be the
same person described in and whose name is signed and subscribed to the fore-
going annexed instrument bearing date as of September 1, 1973, appeared before
me in my said county on this day in person and being by me duly sworn acknow-
ledged to me that he resides at 253-07 147th Drive, Rosedale, New York 11422
and, being informed of the contents of the instrument, he voluntarily executed,
signed, sealed and delivered the said instrument as his free and voluntary
act and deed for the uses, purposes and considerations therein set forth.

Given under my hand and official seal in the County of and State of New
York, this 22 day of May, 1975.

[Notarial Seal]

William Leiwant
WILLIAM LEIWANT
Notary Public, State of New York
No. 31-745385
Qualified in New York County
Commission Expires March 30, 1976

EXHIBIT A

ASSIGNMENT FILING INFORMATION

<u>PROPERTY</u>	<u>DATE FILED</u>	<u>PLACE FILED</u>	<u>FILING REFERENCE</u>
Atlanta 3	11/30/72	Dekalb County, Ga.	Book 2920, Page 525
Atlanta 4	11/30/72	Dekalb County, Ga.	Book 2920, Page 525
Jacksonville	12/01/72	Duval County, Fla.	72-78306
Beaumont	11/30/72	Jefferson County, Fla.	Book 1759, Page 280
Houston 206	12/01/72	✓ Harris County, Texas	D-751219
Houston 207	12/01/72	. Harris County, Texas	D-751219
San Antonio 2	12/01/72	✓ Bexar County, Texas	Book 6947, Page 752
Columbus	12/01/72	Franklin County, Ohio	11723

1432P1484

EXHIBIT C

All that piece or parcel of land located in the City of Winston-Salem, County of Forsyth and State of North Carolina.

BEGINNING at an iron stake, being the intersection of the East right of way line of Bethesda Road in the South right of way of the Southern Railway; running thence with the Southern Railway right of way, North 53°07' East 52.06 feet to an iron stake; continuing thence North 53°31' East 93.94 feet to an iron stake; running thence South 36°07'13" East 144.26 feet to an iron stake; running thence North 83°01' East 26.87 feet to an iron stake; running thence South 06°59' East 71.21 feet to an iron stake; running thence South 83°01' West 224.00 feet to an iron stake in the East right of way line of Bethesda Road; running thence with the east right of way line of Bethesda Road, North 06°59' West 125.00 feet to the point and place of beginning, containing 31,800 square feet, more or less, and being in accordance with a survey by John G. Bane, Registered Land Surveyor; being a portion of the property described in Deed Book 970 at Page 296, Forsyth County Registry.

SUBJECT TO current taxes and assessments not delinquent and taxes and assessments for subsequent years; covenants, restrictions, reservations, rights, rights-of-way and easements of record; zoning ordinances or statutes and building, use and occupancy restrictions of public record.