



Bk: 49389 Pg: 403 Doc: ASM
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ASSIGNMENT OF LEASES

THIS ASSIGNMENT OF LEASES made this 27th day of April, 2007, **NOBSCOT CENTER, LLC**, a Massachusetts limited liability company having a mailing address of 600 Loring Avenue, Salem, Massachusetts 01970 (hereinafter called "Owner"), to **ROCKVILLE BANK**, a savings bank organized and existing under the laws of the State of Connecticut, having its principal place of business in the City of South Windsor, County of Hartford and State of Connecticut (hereinafter called "Mortgagee").

WHEREAS, Owner is the present owner of the Premises described in Schedule A attached hereto (hereinafter called the "Premises"); and

WHEREAS, Mortgagee holds or is about to become the holder of a first mortgage (the "Mortgage") dated the date hereof executed by Owner affecting said Premises, securing a note of even date therewith in the principal sum of \$14,000,000.00 (the "Note") and may in the future hold another mortgage or mortgages in greater or lesser amounts affecting said Premises; and

WHEREAS, part or all of said Premises has been or will be leased to or occupied by one or more tenants; and

WHEREAS, Mortgagee, as a condition of making the aforesaid mortgage loan, has required an assignment of said leases to Mortgagee as additional security for said mortgage loan;

NOW, THEREFORE, in consideration of the making of said mortgage loan and of the sum of One (\$1.00) Dollar paid to Owner by Mortgagee, receipt of which is hereby acknowledged, Mortgagee and Owner agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to secure further the prompt payment of all sums due, and the performance of all of the other obligations under the Note and the other Loan Documents, Owner does hereby irrevocably and absolutely grant, convey, assign, transfer and set over unto Mortgagee (i) all right, title and interest of Owner in, to and under all leases described in Schedule B and all other leases, subleases, licenses, tenancies, occupancies, concessions or agreements of any sort which cover or affect all or any portion of the Premises, now existing or which Owner may from time to time hereafter enter into during the term of this Assignment, whether written or oral, together with all modifications, renewals and extensions thereof (such leases, subleases, licenses, tenancies, occupancies, concessions and agreements, modifications, renewals and extensions being hereinafter collectively referred to as the "Leases" and each individually as a "Lease"); (ii) all of the rents, royalties, revenues, fees, income and other payments and benefits required of lessees, subtenants, tenants, occupants, licensees, concessionaires, or other persons or parties (hereinafter collectively referred to as

770 Water Street and 881 Edgell Road, Framingham

"Tenants"), whether or not designated as rent or additional rent (including, without limitation, security deposits, tax or operating expense escalation payments, parking fees, percentage rent, or any other payments from any license, use permit, or concession), and any other income, issues and profits (collectively referred to as "Rents") arising from any rental units, space or rentable facilities within, on or appurtenant to the Premises or any portion thereof; (iii) any and all guaranties ("Guaranties") of the obligor's performance under any of the Leases; and (iv) all of Owner's contractual rights now existing or hereafter arising between Owner and any Tenants with respect to the Premises, regardless of the fact that such rights may not run with the land.

2. **Obligations Secured.** This Assignment is given as security for (a) payment of any and all indebtedness due Mortgagee which is secured by the aforesaid Mortgage and by any other future mortgage or mortgages in greater or lesser amounts affecting said Premises hereafter held by Mortgagee (all of which are hereinafter referred to and included within the term "Mortgage"); (b) payment of all other sums with interest thereon becoming due and payable under the provisions hereof or under the provisions of the Mortgage, the Note or any note, guaranty or other agreement secured thereby and all covenants, representations and agreements of Owner contained herein and in the Mortgage, the Note or any note, guaranty or other agreement secured thereby, any other instrument evidencing or securing said indebtedness.
3. **Representations by Owner.** Owner hereby represents that, as to all existing leases, whether or not identified in Schedule B: (a) the lease has been duly executed, is valid and enforceable; (b) the terms thereof are as set forth in Schedule B and/or in the copy of said lease delivered to Mortgagee; (c) landlord and tenant are not in default in any respect thereunder; (d) neither the lease nor any rents thereunder are subject to any other assignment; (e) no rent has been anticipated or prepaid by more than 30 days prior to due date or accrual; (f) the tenant does not have and has not claimed any defense, offset or counterclaim affecting the payment of rent or performance of the tenant's other obligations thereunder; (g) the lease contains no option to buy or right of first refusal of an offer to sell the Premises or any part thereof; and (h) Owner has good right and authority to assign the same to Mortgagee.
4. **Covenants by Owner.** Owner hereby covenants and agrees that, as to all present and future leases, it will not, without Mortgagee's prior written consent (a) accept any prepayment of rent more than 30 days prior to due date or accrual; (b) reduce the rent or shorten the term otherwise amend, modify or alter said lease in any way; (c) surrender, cancel or terminate the same; (d) pledge, mortgage or assign any lease or rent thereunder as security for any obligation; (e) violate or default in performance of any provision thereof; (f) consent to or permit any violation, default, cancellation, surrender, termination, abandonment, assignment or subletting of its lease by any tenant; or (g) enter into any lease for all or any portion of the Premises without the Mortgagee's prior written consent, (other than a lease which affects less than 3,000 rentable square feet of the

Premises, is on the standard form provided to the Mortgagee and approved prior to closing, at fair market rents, and for a term of less than five (5) years).

5. **Additional Covenants by Owner.** Owner hereby covenants and agrees that, as to all present and future leases, it will (a) deliver to Mortgagee executed or conformed copies of all leases or other instruments affecting said Premises on request by Mortgagee; (b) give prompt notice to Mortgagee of any alleged default by either landlord or tenant under any lease, with a copy of any notice of default given by either landlord or tenant; (c) enforce, short of termination of the lease, the performance of all obligations of the tenant, at Owner's expense.
6. **Rent Payment to Owner.** So long as no Event of Default (as defined in the Mortgage) has occurred, Owner may receive, collect and enjoy the rents, income and profits from said Premises, but as a trust fund for payment of all sums due under the Note, including without limitation, principal and interest, taxes, assessments, insurance premiums, and maintenance and utility charges relating to said Premises before using the same for any other purpose.
7. **Mortgagee's Rights.** Upon or at any time after an Event of Default, Mortgagee may, at its option, enter upon the Premises, collect and receive any and all rents or income therefrom, take possession of the Premises, operate and manage the same, make repairs and alterations and do all things that Owner might do with respect to said Premises, without limitation.
8. **Rent Payment to Mortgagee.** A written demand on any tenant by Mortgagee for payment of rent to Mortgagee shall be sufficient warrant to said tenant to pay rent to Mortgagee without necessity for consent by Owner or evidence of an Event of Default by Owner, and Owner hereby directs and requires all tenants on said Premises to honor this Assignment and comply with any such demand by Mortgagee until written notice by Mortgagee to the tenant to resume rent payments to Owner.
9. **Application of Rents.** Mortgagee may apply any rents received by it hereunder to the payment of (a) all proper expenses pertaining to the operation and management of the Premises, including taxes, assessments, liens, insurance premiums, repairs and alterations, with interest, and (b) the indebtedness secured hereby and all costs and attorneys' fees, in such manner and order of priority as Mortgagee may in its sole discretion determine, any law or custom to the contrary notwithstanding.
10. **Indemnity.** Owner hereby indemnifies and agrees to save Mortgagee harmless from any liability or expense incurred by Mortgagee hereunder or under any lease, and agrees to reimburse Mortgagee for any such expense, with interest, on demand.
11. **Effect.** Any action by Mortgagee hereunder shall not constitute a waiver of or be deemed

to cure any Event of Default by Owner under any note, mortgage or other instrument, and shall not affect or prejudice any other rights or remedies of Mortgagee, which may be exercised by Mortgagee prior to, concurrently with or subsequent to action hereunder; and any action by Mortgagee under any note, mortgage or other instrument, or the release of any party liable thereunder, or any extension or indulgence with respect thereto, shall not affect or prejudice Mortgagee's rights hereunder. Nothing herein or action by Mortgagee hereunder shall diminish Owner's obligations under any lease or impose any obligation upon Mortgagee with respect thereto.

12. **Assignment by Mortgagee; Foreclosure.** Mortgagee may assign the landlord's interest in said leases to any subsequent holder of said Mortgage or to any party who acquires title to said Premises in foreclosure. No assignee of the landlord's interest in said leases after a foreclosure of said mortgage shall be liable to account to Owner for any rents or income thereafter accruing.
13. **Default.** Any default by Owner hereunder, or any breach or violation of any representation or covenant herein, shall at the option of Mortgagee constitute an Event of Default under said Mortgage, as if the provisions hereof were fully set forth in said Mortgage, entitling Mortgagee to all rights and remedies therein contained.
14. **Termination.** This Agreement shall continue in full force and effect until full payment of all indebtedness secured hereby, as evidenced by the recording of a full release of the Mortgage without the recording on the same day of another Mortgage to Mortgagee affecting said Premises, at which time this Assignment shall terminate and be void and of no effect without necessity for any further instrument.
15. **Succession.** This Assignment is binding upon Owner and any subsequent owner of said Premises or any part thereof, and is binding upon and inures to the benefit of Mortgagee, its successors and assigns, and any subsequent holder of said mortgage.

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SIGNATURE PAGE FOLLOWS

Schedule
EXHIBIT "A"

Parcel I

The land in Framingham, Middlesex County, Massachusetts, situated on the southerly side of Water Street and on the easterly side of Edgell Road, and being shown as Lot 1 on a plan entitled, "Plan of Land in Framingham, Mass. Owned by Marguerite DiGiacomantonio and Filomena Renzella", dated November 2, 1960, by MacCarthy Engineering Service, Inc., recorded with said Deeds as Plan No. 144 of 1961 in Book 9755, Page 389.

Parcel II

The land in Framingham, Middlesex County, Massachusetts, situated on the southerly side of Water Street and on the easterly side of Edgell Road, and being shown as Lot 2 on a plan entitled, "Plan of Land in Framingham, Mass. Owned by Marguerite DiGiacomantonio and Filomena Renzella", dated November 2, 1960, by MacCarthy Engineering Service, Inc., recorded with said Deeds as Plan No. 144 of 1961 in Book 9755, Page 389.

for title see deeds Book 31365, 377 and Book 31365, 443

IN WITNESS WHEREOF, Owner has caused this Assignment to be executed, sealed and delivered the day and year first above written.

Signed, sealed and delivered
in the presence of:

OWNER

NOBSCOT CENTER, LLC,
a Massachusetts limited liability company

By: [Signature] Centercorp Nobscot, Inc.,
Its Managing Member

By: [Signature] Andrew B. Rose,
Its President

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Suffolk)

ss.

On this 25 day of April, 2007, before, me appeared Andrew B. Rose, to me personally known, who, being by me duly sworn did say that he is the President of Centercorp Nobscot, Inc., the Managing Member of Nobscot Center, LLC, a Massachusetts limited liability company and that the seal affixed to said instrument is the corporate seal of said limited liability company, and that said instrument was signed and sealed in behalf of said limited liability company by authority of its members, and he acknowledged said instrument to be the free act and deed of said limited liability company.

SEAL



[Signature]
Notary Public

My Commission Expires: 1/19/12

SCHEDULE B
ASSIGNMENT OF LEASES
FROM
NOBSCOT CENTER, LLC
TO
ROCKVILLE BANK

1. Any and all income from whatever source which may now or hereafter be derived from the Premises.
2. Any and all leases which may now or hereafter pertain to the Premises, including, but not limited to the following specific leases, which leases are presently in full force and effect, if any: **See attached certified Rent Roll for Tenant Information.**

Nobscot Shopping Center
770 Water Street - Framingham, MA

| Rent Roll | | | | | | | | | |
|---|-----------------|----------------------------|----------------|------------------------------------|------------------------|------|------|------------------------|--|
| Tenant (1) | Land Sq. Ft. | Lease Term Start/Expiry | Annual Rent | Rent Increases | Expense Recoveries (2) | | | Options | |
| | | | | | Tax | CAM | Ins | | |
| Shaw's Supermarkets | 48,690 | 7/1/03 - 7/31/13 | 603,446 | 7/1/2007 | P.R. | P.R. | P.R. | Two-25 Year Options | |
| | | | | 7/1/2012 | | | | | |
| | | | | 7% | | | | | |
| | | | | and every five years thereafter | | | | | |
| (1) Guarantor: Shaw's Supermarket, Inc. | | | | | | | | | |
| (2) Tenant pays all costs directly | | | | | | | | | |

Handwritten signature/initials

Handwritten signature: Roger C. Brown
Attest. Middlesex S. Register

Loan No. 35-3000069 -