

Macmillan thereunder both as the assignee and the Guarantor of performance by the Lessee thereof).

TO HAVE AND TO HOLD unto Avco, its successors and assigns from and after the date of the occurrence, if any, of an Event of Default (as defined in Section 10.1 of the Lease) and continuing throughout the remainder of the term of the Lease.

Avco hereby covenants and agrees that the Lease and the Leased Equipment will not be sold, assigned, leased, mortgaged or encumbered in any manner without the prior consent of Macmillan, which Macmillan will not unreasonably withhold provided (i) the assignment or sublease is expressly made subject and subordinate to this Conditional Assignment, and (ii) Avco shall continue to remain liable for each and all of the obligations on the part of Lessee under the Lease; provided, however, that any sale or other disposition by Avco of Leased Equipment shall not constitute a violation of this covenant if Avco shall concurrently therewith substitute therefor other Leased Equipment of equal or greater value and utility or, in lieu thereof, shall pay into the Bond Fund, more specifically identified and described in the Lease, the amount(s) stipulated in Section 6.2 of the Lease.

The within Assignment is conditional only and shall not be deemed to be in force and effect until an Event of Default, as defined in Section 10.1 of the Lease, shall have occurred.

The following shall also constitute an Event of Default hereunder:

A. The filing by or against Avco of a petition in bankruptcy or insolvency or for reorganization or