

Prepared by:  
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C26-06033

REC \$ 25.00  
AUD \$ \_\_\_\_\_  
R.M.F. \$ 1.00

[Winterset, IA]  
FILED NO. 001625

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1999 OCT 20 PM 3: 29

RICHHELLE UTSLER  
RECORDER  
CLERK OF DISTRICT COURT

**NOTICE OF ASSIGNMENT OF LEASE**

**THIS NOTICE OF ASSIGNMENT OF LEASE** (this "Notice") is entered into as of this 30 day of June, 1999, by and between **HRPT PROPERTIES TRUST**, a Maryland real estate investment trust, with its principal office at 400 Centre Street, Newton, Massachusetts 02458 ("Assignor") and **SPTIHS PROPERTIES TRUST**, a Maryland real estate investment trust with its principal office at 400 Centre Street, Newton, Massachusetts 02458 ("Assignee").

**WITNESSETH:**

**WHEREAS**, pursuant to the terms of that certain lease by and between Assignor and ECA Holdings, Inc. ("ECA"), dated December 30, 1993, as amended and restated (the "Lease"), notice of which was recorded on June 10, 1994 in Miscellaneous Records 42, Page 303, of the records of Madison County, Assignor leased to ECA and ECA leased from Assignor certain premises, as more particularly described on Exhibit A attached hereto; and

**WHEREAS**, as of the date hereof, Assignor and Assignee entered into that certain Bill of Sale, Assignment and Assumption of Leases, Contracts and Agreements (the "Assignment") pursuant to which Assignor assigned all of its right, title and interest in and to the Lease to Assignee and Assignee assumed all of Assignor's right, title and interest in and to the Lease; and

**WHEREAS**, Assignor and Assignee now wish to give notice of the assignment of the Lease;

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained and other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee hereby give notice that, effective as of the date hereof, Assignor has assigned all of its right, title and interest in and to the Lease to Assignee and Assignee has assumed all of Assignor's right, title and interest in and to the Lease pursuant to the terms set forth in the Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Notice under seal as of the 30 day of June, 1999.

**ASSIGNOR:**

HRPT PROPERTIES TRUST

By: David J. Hegarty  
David J. Hegarty, President

**ASSIGNEE:**

SPTIHS PROPERTIES TRUST

By: David J. Hegarty  
David J. Hegarty, President

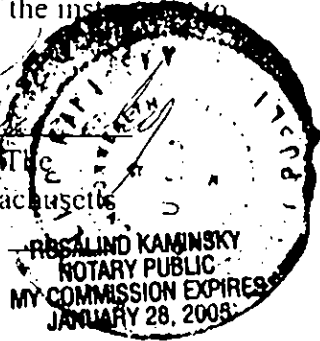
COMMONWEALTH OF MASSACHUSETTS )  
 )ss:  
COUNTY OF SUFFOLK )

On this day 15 of APRIL, 1999 before me, a Notary Public in and for said county and state, personally appeared David J. Hegarty, to me personally known, who being by me duly sworn did say that person is the President of HRPT PROPERTIES TRUST, a Maryland real estate investment trust, and that said instrument was signed and sealed on behalf of the said trust by authority of its trustees and the said President acknowledged the execution of the instrument to be the voluntary act and deed of said trust by it voluntarily executed.

*Rosalind Kaminsky*

Notary Public in and for The  
Commonwealth of Massachusetts

My commission expires:



COMMONWEALTH OF MASSACHUSETTS )  
 )ss:  
COUNTY OF SUFFOLK )

On this day 15 of APRIL, 1999 before me, a Notary Public in and for said county and state, personally appeared David J. Hegarty, to me personally known, who being by me duly sworn did say that person is the President of SPTIHS PROPERTIES TRUST, a Maryland real estate investment trust, and that said instrument was signed and sealed on behalf of the said trust by authority of its trustees and the said President acknowledged the execution of the instrument to be the voluntary act and deed of said trust by it voluntarily executed.

*Rosalind Kaminsky*

Notary Public in and for The  
Commonwealth of Massachusetts

My commission expires:

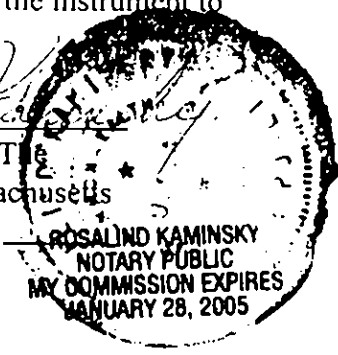


Exhibit A

The Premises

[See attached copy.]

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Exhibit A

Winterset

The East 459.65 feet of the Southwest Quarter of the Southeast Quarter of the Southwest Quarter, except the North 25 feet of the East 25 feet thereof, and except the South 165 feet of the East 132 feet thereof, of Section 36, Township 76 North, Range 28 West of the 5th P.M., Madison County, Iowa.