

7. The Lessee hereby consents to the foregoing provisions of this Agreement, and agrees to pay and deliver to the Trustee, as hereinabove provided, all rentals and other moneys and security assigned to the Assignee without any offset, counterclaim, deduction or defense whatsoever, which may be paid by it pursuant to the Lease, and to deliver all notices, offers and other instruments whatsoever, or copies thereof, which may be delivered by it pursuant to the Lease.

8. The Assignor and the Lessee agree that, while this assignment is in effect, if pursuant to any provision of the Lease the Lessee shall offer to purchase the premises described in the Lease, notice of acceptance of any such offer shall be deemed validly given for all purposes if given by the Trustee, and the Lessee agrees that if pursuant to any provision of the Lease it shall purchase said premises, whether on the acceptance of its offer so to purchase or otherwise, the Lessee will accept a deed to said premises executed and delivered by the Trustees as being in compliance with the provisions of the Lease, provided that a title company designated as provided in the Lease will insure that the deed so executed by the Trustees conveys a good and marketable title subject to liens, encumbrances and defects permitted by the Lease. The Lessee agrees that, if it should become necessary for the Trustees or any other party to institute any foreclosure or other judicial proceeding in order to be able to convey title to said premises to the Lessee, the time within which delivery of the deed to such property may be made shall be extended to the extent necessary to permit the Trustees or such other party to institute and conclude any such legal proceeding.

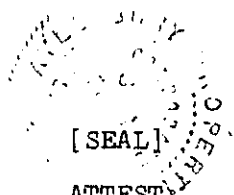
9. The Trustee agrees to give the Lessee prompt notice of the termination of the assignment made by this Agreement.

10. This Agreement shall be binding upon the parties hereto and upon their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed, the corporate parties by their respective officers thereunto duly authorized, as of the date above set forth.

AYLESBURY PROPERTIES, INC.

By *Charles Walter Lee*  
President



ATTEST:  
*Eugene J. Ronchani*  
ASS'T. Secretary

WITNESS:  
*Joyce Stuchland*

WITNESS:  
*Kelvin Martin*

(Continued on next page)