

to month tenant has been prepaid or collected in advance and that further, there are no agreements between any tenant and the Seller for the performance of any work or improvements or the installation of any equipment on the demised premises or in the parking or other common areas serving the same except to the extent set forth in said written Leases.

The Seller further warrants that there is no litigation, arbitration or administrative proceedings pending or threatened between any tenant and the Seller or any other parties affecting any tenant's use and occupancy of the demised premises.

The Seller further warrants that there are no security deposits held by the Seller placed with said Seller by any tenants, and that there is no litigation or proceedings pending or threatened against or relating to the premises in any manner whatsoever. If any claim is made against the Buyer following the closing by any tenant asserting an offset against the rent or otherwise with respect to any matter which arose prior to the closing and date of the warranty deed, the Seller shall indemnify and hold the Buyer harmless for all losses, damages and expenses in connection therewith.

The terms and conditions contained in this Assignment shall inure to the benefit of the Buyer, its successors and assigns, and shall be and become binding upon the Seller, its successors and assigns.

IN WITNESS WHEREOF, the Seller has executed this instrument of Assignment, this 28th day of January, 1977.

IN THE PRESENCE OF:

[Signature]

[Signature]

TRIAM CORPORATION

BY: [Signature]
James P. McNamara, President

AND: [Signature]
Peter G. Manos, Secretary

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