

1146-520

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Assignor hereby bargains, sells, grants, assigns, conveys, sets over and delivers unto Assignee and its successors and assigns (a) all of Assignor's right, title and interest in, to and under the Ground Lease and in and to the Demised Premises, and all of Assignor's right, title and interest, if any, in (i) all rights, benefits, ways, waters, privileges, easements and appurtenances belonging, relating or in any way appurtenant to the Demised Premises, (ii) all strips and gores of land lying between the Demised Premises and any adjoining property or any street, road, highway or pasageway, open or proposed, and (iii) any land lying in the bed of any and all public or private streets, roads, highways or passageways, open or proposed, in front of or abutting the Demised Premises, and (b) all buildings, structures and other improvements on or to the Demised Premises,

TO HAVE AND TO HOLD the same unto Assignee and its successors and assigns from the date hereof for and during the remainder of the term of the Ground Lease, as said term may be extended or renewed.

2. Assignor hereby represents that it has fully complied with the terms and conditions contained in the Ground Lease, that the Ground Lease is in full force and effect, that the execution and delivery of this Assignment and Deed have been duly authorized on its behalf, and that it has not by act or sufferance encumbered the Ground Lease or the Demised Premises (or the buildings, structures or other improvements thereon or thereto) in any manner whatsoever except for matters, if any, set forth on Exhibit B hereto.

3. Assignee hereby accepts the assignment of the Ground Lease from Assignor and assumes all of the obligations and agrees to perform all the terms and conditions under the Ground Lease

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