

4. Assignor desires to assign to Assignee all other rights, title and interests of Assignor as to the Improvements and the Personal Property that Assignor has not previously assigned to Assignee, and Assignee desires to accept such rights, title and interests and to assume certain obligations with respect thereto, all as hereinafter set forth.

NOW, THEREFORE, for and in consideration of the amount of Ten Dollars (\$10.00) cash in hand paid, the covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

1. Assignment. Assignor hereby transfers, grants, conveys and assigns to Assignee any and all rights, title and interests that Assignor may have in, to and under the following (all of which shall hereinafter be together called the "Assigned Rights"), in each case subject to the encumbrances (the "Permitted Encumbrances") that are listed in Exhibit "C" which is attached hereto as part hereof and incorporated herein by reference:

a. All licenses, permits, certificates of occupancy and similar documents pertaining, applicable to or in any way connected with the operation or use of the Leased Land and the Improvements (together, the "Real Estate").

b. The right to use the name "Daniel Centre" in connection with the syndication, financing and promotion of the transactions described in that certain agreement of purchase and sale dated as of November 15, 1984 (the "Acquisition Agreement"), between Assignor and Assignee.

c. All warranties and guarantees, if any, to which Assignor is entitled from any manufacturers, suppliers and installers pertaining to the Personal Property and the Real Estate.

d. The operating agreements and service contracts that are listed in Exhibit "D" which is attached hereto as part hereof.

2. Assumption. In consideration of the assignments set forth in Paragraph 1, Assignee hereby assumes all obligations as to the Assigned Rights that may arise after the date of this Agreement.