

granted any modification whatever of said Lease, either orally or in writing, and that the said Lease is in full force and effect according to its original terms, and that there are no defaults now existing under the said Lease.

OWNER hereby irrevocably authorizes and directs LESSEE and any successor to the interest of LESSEE, upon receipt of any written request of PRUDENTIAL stating that any such default exists, to pay to PRUDENTIAL the rents due and to become due under the Lease. OWNER agrees that LESSEE shall have the right to rely upon any such statement and request by PRUDENTIAL, that LESSEE shall pay such rents to PRUDENTIAL without any obligation or right to inquire as to whether such default actually exists and notwithstanding any notice from or claim of OWNER to the contrary, and that OWNER shall have no right or claim against LESSEE for any such rents so paid by LESSEE to PRUDENTIAL. Upon the curing of all defaults, PRUDENTIAL shall give written notice thereof to LESSEE and thereafter, until the possible receipt of any further similar written requests of PRUDENTIAL, LESSEE shall pay the rents to OWNER.

In the event the Note shall be declared due and payable as provided in paragraph 7 of the Agreement, OWNER and LESSEE further mutually covenant and agree that PRUDENTIAL shall have the right, at its option, to lease or sub-let the above described premises and Cherrydale plant, in the name of OWNER or LESSEE, or both, for the then remaining term of the Lease and for an additional term not exceeding 15 years beyond December 10, 1976, at such rental and on such other terms as it may determine, and may receive, collect and enjoy the rents, issues and profits accruing under such leasing or sub-letting, provided, PRUDENTIAL shall after payment of all proper charges and expenses in connection with such leasing or sub-letting, credit the net amount of income received therefrom to any amounts due PRUDENTIAL under the terms of the Note and the Agreement.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns. The word "OWNER" shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid leased premises.

IN WITNESS WHEREOF, OWNER and LESSEE have executed this Assignment in form proper and sufficient in law to bind OWNER and LESSEE, this 18th day of August, 1960.

Signed, sealed and delivered in the presence of:

*[Signature]*  
OWNER

*[Signature]*  
As to OWNER and LESSEE

STONE MANUFACTURING CO.

By *[Signature]*  
President

Attest *[Signature]*  
Secretary

LESSEE

(Continued on Next Page)