

B. Avco hereby (i) accepts the foregoing assignment, and (ii) assumes and agrees to perform during the remainder of the term of the Lease all the obligations on the part of the Lessee thereunder arising on and after August 1, 1981, and (iii) agrees to indemnify and hold harmless Conn Organ, Conn and Macmillan from and against any liability, loss, damage, or expense whatsoever, including reasonable attorneys' fees, which any of the said indemnified parties may sustain or incur by reason of any breach by Avco of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed by their duly authorized officers and their respective corporate seals to be affixed hereto as of the day and year first above written.

MACMILLAN, INC.

[SEAL]

By William F. Kelly  
President

ATTEST:

Walter V. ...  
Secretary

Signed, Sealed and Delivered in the Presence Of .

William M. ...  
George C. ...

AVCO CORPORATION

[SEAL]

By John F. Fann  
Executive Vice President

ATTEST:

Robert A. Mace  
Asst. Secretary

Signed, Sealed and Delivered in the Presence Of

Dorothy M. Jones  
Elaine E. ...

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