

and Assignee expressly disavows, any liability for any failure to perform or violation of any terms, provisions, covenants and conditions or for any obligations which shall have arisen prior to the date hereof.

3. Miscellaneous. This Assignment shall be binding upon, inure to the benefit of and be enforceable by the successors and assigns of each party hereto, including, without limitation, those succeeding by merger or consolidation. No provision hereof is intended to benefit or be enforceable by any person not a party hereto. The headings to the various paragraphs of this Assignment have been inserted for convenient reference only and shall not modify, define, limit or expand the express provisions of this Assignment. Neither this Assignment nor any provision hereof may be amended, modified, waived, discharged or terminated orally, but only by an instrument signed by the party against whom enforcement of such amendment, modification, waiver, discharge or termination is sought. If any provision of this Assignment or any application thereof shall be invalid or unenforceable, the remainder of this Assignment and any other application of such provision shall not be affected thereby. This Assignment may be executed in any number of counterparts, each of which shall be an original, and such counterparts shall together constitute but one and the same instrument.

Corporate Property Investors refers to the trustees under the Amended and Restated Declaration of Trust, dated June 15, 1978, as amended, and filed in the office of the Secretary of the Commonwealth of Massachusetts. The obligations of Assignor do not constitute personal obligations of the trustees, officers, shareholders, employees or agents of Assignor. Assignee shall look solely to the assets of Assignor for satisfaction of any liability of Assignor and will not seek recourse against such trustees,

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