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AYLESBURY PROPERTIES, INC., a corporation of the State of Delaware (the "Company"), for value received hereby promises to pay to or order, on or before the 1st day of January, 1991, as hereinafter provided, the principal sum of

Dollars (\$ \_\_\_\_\_), with interest thereon from the date of this Note at the rate of \_\_\_\_\_ per annum. Said principal and interest shall be payable at the principal office of the Trustee hereinafter mentioned or its successor as such Trustee, in the City of Newark, State of New Jersey, in any coin or currency of the United States of America which at the time of payment shall be legal tender for the payment of public and private debts, as follows: said interest accruing from the date of this Note to and including the last day of the month in which shall occur the date of this Note, shall be payable on the date of this Note; equal monthly instalments of \_\_\_\_\_ Dollars (\$) shall be payable on the 1st day of each and every month commencing on the first day of the month following the date of this Note, and continuing to and including the 1st day of December, 1990; the instalment payable on the first day of the month following the date of this Note, when paid, shall be applied in full to payment on account of the principal of this Note, and each succeeding instalment, when paid, shall be applied first to the payment of interest accrued on the unpaid principal of this Note and the remainder thereof to payment on account of the principal; and a final payment in the amount of the remaining balance of the unpaid principal of this Note, together with accrued interest thereon, shall be payable on the maturity date of this Note. If default constituting an event of default as provided in the Indenture hereinafter mentioned shall be made in the payment, when due, of any said instalment or any part thereof for more than ten days, or if default shall be made in the payment, when due, of any other payment of principal of this Note (whether at maturity or by acceleration or otherwise), the unpaid principal of this Note and, to the extent permitted by law, any overdue interest shall bear interest thereafter at the rate of six per cent (6%) per annum until paid in full except as otherwise provided in said Indenture.

This Note is one of an issue of Notes of the Company issued or to be issued under and equally secured by an Indenture of Mortgage and Deed of Trust (herein, together with any indentures supplemental thereto, termed the Indenture), dated as of December 1, 1965, executed by the Company to Fidelity Union Trust Company (the "Trustee") and H. G. Horner (the "Individual Trustee") as Trustees (collectively the "Trustees"), to which reference is made for a