

understood and agreed that the Assignor herein makes no representations, and shall have no responsibility whatsoever, with respect to the title to the property covered by said Cauble lease or the authority of the parties named as Landlord in said Cauble lease to enter into said lease for the full term thereof and all extensions therein provided for, and that the Assignee herein assumes sole responsibility for the title to the premises covered by said Cauble lease and for the authority of the parties named as Landlord in said Cauble lease to enter into said Cauble lease for the full term thereof and all extensions therein provided for.

2. The corporations hereinabove named as Assignee hereby jointly and severally assume, and covenant and agree to carry out and perform, all of the Assignor's obligations as Tenant under said Cauble lease accruing from and after the effective date of the foregoing assignment; provided, however, that the Assignor shall be permitted (but shall not be obligated) to pay on behalf of the Assignee to the respective parties entitled thereto all rents which accrue under said Cauble lease from and after the effective date of the foregoing assignment, it being agreed that all such rent paid by the Assignor pursuant to said Cauble lease shall constitute an offset or credit against, and be deducted and permanently retained by the Assignor from any and all rentals thereafter payable by the Assignor as tenant pursuant to said Penney lease.