

And,

WHEREAS, the Assignee has examined and is familiar with all covenants, terms and conditions of said Cauble lease, a copy of which is attached hereto and marked Exhibit "A"; and,

WHEREAS, the parties hereto desire to assign the Assignor's interest as Tenant under said Cauble lease to the Assignee upon the terms and conditions hereinafter set forth, it being understood that by lease bearing even date herewith (hereinafter called the "Penney" lease) between the Assignee, as Landlord, and the Assignor, as Tenant, the premises covered by said Cauble lease, together with other premises, will be demised and leased by the Assignee to the Assignor.

NOW, THEREFORE, in consideration of the parties hereto entering into said Penney lease and in consideration of the terms and conditions hereinafter set forth, the parties hereto do hereby covenant and agree as follows:

1. The Assignor hereby assigns all its right, title and interest as Tenant under said Cauble lease to the Assignee, it being agreed, however, that the effective date of such assignment shall be the date on which the term of said Penney lease commences (i.e. the day on which the Assignor as Tenant under said Penney lease opens its store for business in the enlarged building on the property leased by the Assignee to the Assignor pursuant to said Penney lease). It is further