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(\$1.00) paid by Cameron-Brown to Owner, the receipt whereof is hereby acknowledged by Owner, the said Owner hereby assigns, transfers and sets over unto Cameron-Brown the said lease, as additional security; and for the consideration aforesaid, the Owner hereby covenants and agrees to and with Cameron-Brown that it will not, without the written consent of Cameron-Brown

(a) Cancel said lease or accept a surrender thereof unless the Owner and said Great Atlantic and Pacific Tea Company, Inc. shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new lease to provide for a rental not less than the rent payable under the cancelled lease, and which shall not diminish the tenant's obligation to pay taxes and insurance to the extent that such obligations may exist under the cancelled lease, and which new lease shall run to a date which shall not be prior to the expiration of the said cancelled lease. Owner covenants and agrees to assign said new lease to Cameron-Brown in the same form and manner as he assigned the said cancelled lease.

(b) Reduce the rent, nor accept payment of any installment of rent in advance of the due date thereof.

(c) Modify the said lease, either orally or in writing.

(d) Consent to an assignment of the Lessee's interest in said lease which will relieve the tenant of liability for the payment of rent and the performance of the terms and conditions of the lease.

(e) Accept a surrender or abandonment or vacation of the premises prior to the end of the term of the lease; and any of the above acts, if done without the written consent of Cameron-Brown, shall be null and void.

CONTINUE;

LOVE, THORNTON, ARNOLD & THOMASON