

ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS that in consideration of Ten (\$10.00) Dollars and other good and valuable consideration to the undersigned in hand paid, the receipt of which is hereby acknowledged, that the undersigned, CREATIVE FABRICS, INC. EMPLOYEES PENSION PLAN ("Assignor"), a New York trust having an office c/o Creative Fabrics, Inc., 124 West 36th Street, New York, New York, does hereby assign, transfer, bargain and sell to GREENVILLE ASSOCIATES ("Assignee"), a South Carolina limited partnership having an office c/o F. E. Pierce & Co., 26 Broadway, New York, New York all of Assignor's right, title and interest in and to that certain indenture of lease dated January ¹³, 1978, between Assignor, as landlord, and The Great Atlantic & Pacific Tea Company, as tenant, (the "Lease") demising premises located in the City of Greenville, State of South Carolina, and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Premises"), a Memorandum of which lease was recorded in the Office of the Greenville County Clerk in Deed Book 1072, Page 148 .

Subject to the provisions of the Lease, the Assignee, by acceptance of this assignment, does hereby assume and agree to perform all of the terms, covenants and conditions of the Lease on the part of the landlord thereunder to be performed.

Assignor and Assignee hereby acknowledge that concurrently with the execution hereof, Assignor and Assignee will enter into an indenture of lease (the "Sandwich Lease") with Assignor as tenant and Assignee as landlord, leasing the Premises to Assignor for a six-year term commencing January ¹³, 1978, a short form of which

PK 6

0195

4328 RV-21