

## ASSIGNMENT

THIS INDENTURE, made this 28th day of March, 1934, by and between SCOTT STORES, INCORPORATED, a Delaware corporation, having its principal place of business at Chicago, Illinois, First Party (hereinafter sometimes called the "Assignor"), and THE SCOTT-BURR STORES CORPORATION, a Delaware corporation, having its principal place of business at Chicago, Illinois, Second Party (hereinafter sometimes called the "Assignee"),

WITNESSETH:

WHEREAS, First Party is the Lessee under a certain indenture of lease dated the 18th day of September, 1929, by and between J. C. Cunningham and R. D. Dobson of Greer, So. Car., as Lessors, and First Party, as Lessee, in and by which said indenture the said J. C. Cunningham and R. D. Dobson did demise and lease to First Party those certain premises situate at No. 38 and 40 Trade Street, in the City of Greer, County of Greenville, in the State of South Carolina, being more particularly described as follows, to-wit:

All that certain parcel of land, together with the one story brick building to be built thereon, located on the East side of Trade Street, between Randall Street and Victoria Street, in the City of Greer, County of Greenville, State of South Carolina. Said building to have an approximate frontage of forty five feet on Trade Street, running back between parallel lines a distance of seventy six feet and two inches, then narrowing down on the South side to a width of thirty two feet, and running back sixty five feet and ten inches. Said property being bound on the North by property of W. P. Duncan, et al; on the East by property of B. P. Edwards and W. T. Brockman, et al; on the South by other property of the lessor; and on the West by Trade St.

for a term of Twenty (20) years, beginning April 1st, 1930, and ending March 31st, 1950, and upon the other terms and conditions contained in the said indenture, to which reference is hereby made for complete statement thereof, and

WHEREAS, the said indenture has been, or may have been, modified or supplemented or otherwise affected, either permanently or temporarily, by agreement or agreements entered into subsequent to the date of said indenture and prior to the date hereof, which said indenture of lease, and all such agreements, if any, modifying, supplementing or otherwise affecting the same, are hereinafter collectively referred to as the said lease, and

WHEREAS, THE parties hereto mutually desire that First Party assign the said lease and all right, title and interest of First Party in and to the premises therein demised to Second Party, and that Second Party accept the assignment of the same and agree to assume and discharge all of the liabilities, duties and obligations of First Party thereunder.

NOW, THEREFORE, In consideration of the foregoing, and of the acts and mutual covenants and agreements hereinafter contained and of other good and valuable considerations by each party to the other in hand paid and delivered, the receipt and sufficiency whereof are hereby acknowledged and confessed by each party, the parties hereto do hereby covenant and agree as follows:

1. First Party agrees to and does hereby assign, set over and transfer to Second Party the said lease above described, together with all rights, title, interest and estate of First Party in and under the said lease and in and to the premises therein demised and leased to First Party, and does further sell, assign, transfer, convey and set over to Second Party all right, title and interest of First Party in and to the alterations and improvements made by First Party in and to the premises demised in said lease, including the exclusive right to the use and enjoyment of the said alterations and improvements,

TO HAVE AND TO HOLD the same to Second Party, its successors and assigns, for its and their own absolute use and benefit for and during the entire unexpired portion of the term of said lease, subject and according to all of the terms, conditions and provisions of the said lease.

2. First Party further covenants with Second Party that the said lease is now in full force and effect and that First Party has not done, or knowingly suffered anything to be done, impairing the validity of said lease, and all of the covenants and conditions therein contained to be performed or complied with by the First Party have been duly observed, performed and complied with up to the date of these presents; that First Party has full power and lawful authority to assign the said lease and all of its rights, title, interest and estate thereunder to Second Party in manner as aforesaid, and that the Second Party may enter and take possession of the premises therein and herein described and, upon paying the rents and performing and observing all of the other covenants and conditions of said lease, may continue to occupy the said premises and enjoy the same without any interruption by the First Party, or any person or persons claiming by, through or under the First Party. And First Party further covenants that it, and its successors and assigns, will at all times during the remaining portion of the term of said lease, at the request and expense of Second Party, its successors and assigns, execute such instruments and do every such lawful act and thing necessary or proper for further assuring to the said Second Party, its successors and assigns, the full use and enjoyment of the said lease and the premises therein demised for the remainder of the term of said lease, as the Second Party, or its successors and assigns, may from time to time reasonably require.

3. The Second Party for itself, its successors and assigns, does hereby covenant and