

and its predecessors in title, and any guarantees to the Lease above referenced, shall remain liable, notwithstanding the within Assignment, for all the duties, liabilities, and obligations imposed upon the TENANT and its predecessors, and the guarantors under the aforescribed Lease Agreement, and throughout the term of the within Assignment, shall remain fully liable therefor, to the same extent presently liable; and

WHEREAS, the parties hereto desire to reduce to writing their Agreement;

W I T N E S S E T H :

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which the parties hereto acknowledge, and the full and faithful performance of all the terms, covenants and conditions herein contained and contained in the aforesaid Lease Agreement, the parties hereto specifically agree as follows:

1. The TENANT hereby sells and assigns to ASSIGNEE that certain Lease Agreement by and between John D. Hollingsworth, and Benchmark Properties, a Limited Partnership dated May 20, 1974, a copy of which is attached hereto and incorporated herein by reference, to have and to hold the same unto the ASSIGNEE from the date hereof, for and during the remainder of the term or any extensions thereof mentioned in said Lease Agreement, subject to the covenants and conditions therein mentioned.

2. The within Assignment is without release from liability of the TENANT or any of its predecessors, and any guarantors of the aforesaid described Agreement. The TENANT, its predecessors and the said guarantors, if any, agree to remain fully liable for all duties and liabilities imposed upon it or them under the aforescribed Agreement. Upon receipt of written notice of default on the part of the ASSIGNEE, the TENANT and its predecessors and guarantors shall promptly thereafter resume full compliance with all terms, conditions, and covenants imposed upon it or them under the aforescribed Lease Agreement, having, however, the right to seek from the ASSIGNEE, and any guarantors as hereinafter and otherwise provided full and complete reimbursement.

3. The ASSIGNEE agrees to assume full liability and responsibility for the payment and performance otherwise imposed upon the TENANT, its predecessors in title/or guarantors under the aforescribed Agreement.

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