

all of the Assignor's right, title and interest in and to those certain leasehold and easement estates on and connected with the Edwards Forest Plaza Shopping Center, including all of his rights as lessee and grantee under the terms and conditions of those certain leases and easements set forth in Schedule A and covering the property described in Schedule B and including all of the Assignor's right, title and interest as landlord or lessor in and to all third party tenant leases covering the property in Schedule B and being more particularly described in Schedule C, it being the intention of the Assignor to setover, assign and transfer unto the Assignee all of Assignor's leasehold estate and as holder of easements in and to the property without the right of reversion of any interest whatsoever and as an assignment and not a sublease.

TOGETHER with all rights, members, hereditaments, appurtenances in and to the leasehold, easement and premises belonging or in any wise incident or appertaining. To have and to hold all and singular the leasehold and easements premises above mentioned, including all rights in ground leases and third party leases described in Schedules A, B and C attached, with all rights of reversion unto the Assignee, its successors and assigns, forever, subject, however, to all the terms, reversions, conditions, covenants, and stipulations set forth in all the leases, tenant leases and easements described in Schedules A and C, which are incorporated herein by reference and made a part hereof as though fully set forth herein.

The Assignor does hereby warrant and represent to the Assignee, its successors and assigns, on behalf of the Assignor's heirs, successors and assigns, that the Assignor has the right to give this assignment and the same is made in and to the Assignor's interest in and to the said leases and tenant leases free of all liens and encumbrances of every kind and nature except connected with the Provident Life & Accident Insurance Company loan hereinafter mentioned. Furthermore, Assignor warrants and represents that no previous assignments except in connection with said mortgage loan hereinafter noted have been assigned in and to the leasehold and easement premises to third parties.