

Tenant shall have the complete freedom of assignment or subletting without the necessity of consent of the Landlord, provided that in any such event the assignee or sublessee shall not use the premises in violation of any of the exclusive provisions of other leases existing at the time of the execution of this lease.

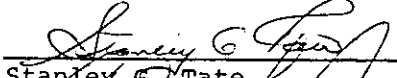
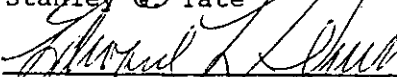
Landlord, upon reasonable notice in writing, shall from time to time provide Tenant with evidence as to such exclusives. In the event of such assignment or subletting, Tenant hereunder shall not be released from liability and shall remain liable for the performance of this lease.

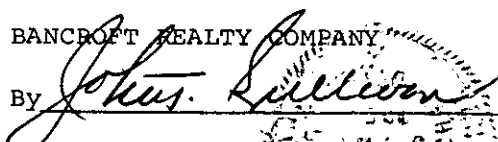


TAX STOP

37. Tenant agrees to pay to Landlord during the THIRD year of the lease term and during each year subsequent thereto a sum equal to its pro rata portion of the amount, if any, by which the ad valorem taxes levied or assessed against the entire premises constituting the shopping center are increased over the sum levied or assessed against the entire premises for such taxes during the SECOND year of the lease term if such increase results from either a rate increase or a general increase in valuation; provided, however, that if such additional taxes result from the construction of additional units or buildings within the entire premises or the remodeling or enlarging of buildings other than the demised premises, Tenant shall not be liable for any portion of the resulting increase in ad valorem taxes. Any proration of taxes made pursuant to the provisions of this paragraph shall be based upon the square footage of the demised premises as same relates to the entire premises or shopping center. Any sum paid to Landlord pursuant to this provision shall be deducted by Tenant from any participation or participation rentals payable at any time thereafter under Section 4 of this lease.

LIMITATION OF LANDLORD'S LIABILITY

38. Anything in this lease to the contrary notwithstanding, the parties agree that in the event of default by Landlord, Tenant will not look to the general assets of the individuals comprising the partnership, but will look only for any recovery or relief to the assets of the partnership (Investments Diversified Limited). Upon the occasion of any assignment of this lease by Landlord in connection with a conveyance by Landlord of the shopping center subsequent to the completion of the center and the delivery of leased premises in acceptable condition to Tenant, Landlord hereunder shall be released from all further liability under this lease, provided that the new owner of the shopping center, assignee of the Landlord's interest in this lease, shall assume further liability. This shall not release Landlord from liability which has accrued up to the time of assignment.

 (SEAL)
Stanley C. Tate
 (SEAL)
Edward L. Denison
d/b/a Investments Diversified
Limited. LANDLORD

BANCROFT REALTY COMPANY
By 
Attest: 


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