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OLLIE FARNSWORTH
R. M. C. ASSIGNMENT

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KNOW ALL MEN BY THESE PRESENTS THAT

WHEREAS, U. S. I. F. BELL TOWERS CORP., a corporation organized and existing under the laws of the State of South Carolina, having its principal office at Eleven Fifty Bldg. 1150 SW 1st St., Miami, Florida 33130 (hereinafter called "Owner") is the leasehold owner of the property briefly described as:

BELL TOWER SHOPPING CENTER
GREENVILLE, SOUTH CAROLINA

WHEREAS, Bell Tower Shopping Center of Greenville, Inc., a corporation organized and existing under the laws of the state of South Carolina, having its principal place of business at 25 East Salem Street, Hackensack, New Jersey 07601 (hereinafter called "Concurrent Lessee") is the holder of a leasehold interest in the said property under lease dated May 15, 1969 (hereinafter called "Concurrent Lease"); and

WHEREAS, a considerable portion of said property has been demised to F. W. Woolworth Co., a corporation of the State of New York (hereinafter called "Woolworth") under lease dated March 4, 1968, as amended, hereinafter referred to as the "Woolworth Lease"; and

WHEREAS, it has been mutually agreed between the Owner and Concurrent Lessee that the Woolworth Lease would be assigned to the Concurrent Lessee; and

WHEREAS, Art. 15 of the Woolworth Lease in part provides that the Landlord will not assign the Woolworth Lease without first obtaining the written consent of Woolworth, the Tenant thereunder.

NOW THEREFORE, in consideration of the premises and in order to obtain the consent of Woolworth to the assignment of the Woolworth Lease by the Owner to the Concurrent Lessee, the parties mutually covenant and agree as follows:

1. The owner hereby sets over and assigns unto the Concurrent Lessee the said Woolworth Lease.
2. This Assignment shall continue in full force and effect until the Concurrent Lease shall expire or for any other reason terminate.
3. This Assignment shall be subject to all of the terms, covenants, and provisions of the Woolworth Lease, and shall not affect nor in any way disturb the estate, interest, rights, privileges or obligations of Woolworth thereunder.
4. Concurrent Lessee covenants to perform, during the time this Assignment is in effect, all of the terms, covenants and conditions provided in the Woolworth Lease to be performed by the Landlord.
5. Notwithstanding this Assignment or the covenant by the Concurrent Lessee in the next preceding paragraph, the Owner and each subsequent owner of the said property shall be liable for the performance of the terms, covenants and conditions provided in the Woolworth Lease to be performed by the Landlord.
6. Neither this assignment nor Woolworth's consent thereto shall permit the Owner or Concurrent Lessee to again assign or to mortgage, pledge or encumber the Woolworth Lease or any of the rents or additional rents becoming due thereunder except in accordance with the terms of the Woolworth Lease.

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