

shall be forthwith surrendered to Assignor or its successors or assigns, and, if Assignor requests, Assignee shall execute and record, at Assignor's expense, a release of this Assignment.

6. This Assignment shall not relieve Assignor, its successors or assigns, of any obligations imposed upon the Lessor under said Lease and Operating Agreements, and Assignor shall remain bound for the performance of all the terms, conditions and provisions thereof as if this Assignment had not been made. It is expressly understood and agreed that Assignee shall have no obligation to perform any of the terms, conditions and provisions of any said Lease Agreements upon default in the performance thereof by Assignor.

7. Assignor warrants that it will not grant its consent to any subletting or assignment of any Lease Agreement (where such is required under the Lease Agreements) without the prior written consent of Assignee.

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed, under seal, this 5th day of November, 1979.

witnesses:

Hubert E. [unclear]
Louis J. Koep

Hubert E. [unclear]
Louis J. Koep

GREENVILLE MALL PARTNERS
By: ALVEST N.V., General Partner

By Hans Greel [unclear]

By: MARVEST N.V., General Partner

By Hans Greel [unclear]

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