

FILED
GREENVILLE CO. S.C.

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ASSIGNMENT AND ASSUMPTION
OF SHOPPING CENTER AGREEMENTS
DONNIE S. LAKELEY
R.H.C.

ASSIGNMENT AND ASSUMPTION AGREEMENT
(this "Assignment") dated as of
December 6, 1984, by BELLWETHER
PROPERTIES, L. P., a New York limited part-
nership ("Assignor"), and BELLWETHER
PROPERTIES OF SOUTH CAROLINA, LIMITED
PARTNERSHIP, a South Carolina limited
partnership ("Assignee").

PRELIMINARY STATEMENT

Assignee is acquiring Assignor's fee interest in the property and all improvements thereon described in Exhibit A hereto (the "Property").

Assignor is a party to or is bound by the anchor store leases, store operating agreements, reciprocal easement agreements and related agreements whether recorded or unrecorded set forth in Schedule A hereto, which relate to the Property (the "Agreements").

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Agreements. Assignor hereby assigns, transfers, conveys and sets over to Assignee the Agreements, and all of Assignor's estate, right, title, interest and claim in, to and under the Agreements, together with all rights, powers, privileges, options and other benefits of Assignor under the Agreements. Assignor agrees from time to time, upon request of Assignee but without liability for any expense, to execute all instruments of further assurance and all such supplemental instruments as Assignee may specify as may be reasonably necessary to further effectuate the assignment of the Agreements.

2. Assumption of Obligations. Effective as of the date hereof, Assignee hereby assumes the obligations and agrees to perform and comply with the terms and provisions of the Agreements to be performed and complied with by Assignor. This Assignment shall not be construed to impose,

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