

1011

STATE OF ALABAMA)
 (
SHELBY COUNTY)

ASSIGNMENT OF LEASE

THIS AGREEMENT, made on the 22nd day of August, 1964, between BARGAIN TOWN U.S.A., INC., an Alabama corporation (hereinafter called Assignor) SOUTH TOWN, INC., an Alabama corporation and wholly-owned subsidiary of the Assignor (hereinafter called Assignee) and ALABASTER SHOPPING CENTER, INC., an Alabama corporation (hereinafter called Lessor).

WHEREAS, Lessor made a certain lease (hereinafter called the Alabaster lease) to Assignor, as Lessee, which lease was dated August 4, 1964, and covers certain premises located in the shopping center owned by Lessor and known as the Alabaster Shopping Center located in Alabaster, Alabama; and

WHEREAS, Assignor wishes to transfer and assign said Alabaster lease to Assignee; and

WHEREAS, under Paragraph 32 of the said Alabaster lease, it is provided, in pertinent part, as follows:

"32. Lessee shall not sublease, sublet or assign or any part thereof the demised premises except by written permission and consent of Lessor, reference elsewhere herein to assignees notwithstanding; and Lessor shall not unreasonably withhold such consent or permission but may, as a condition thereto, require the undertaking or guarantee of such assignee or sublessee not to engage in business activities in conflict with specifically enumerated non-competitive or exclusive provisions in the lease of other lessees of Lessor conducting business in the shopping center of which the demised premises are a part. Any such subleasing or assignment, even with the approval of the Lessor, shall not relieve the Lessee from liability for payment of the rental herein provided or from the obligation to keep and be bound by the terms, conditions and covenants of this lease. The acceptance of rent from any other person shall not be deemed to be a waiver of any of the provisions of this lease or a consent to the assignment or subletting of the demised premises."

NOW, THEREFORE, in consideration of the premises and other good and valuable considerations, receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby transfer and assign to Assignee said Alabaster lease, together with all right, title and interest of Assignor, as Lessee thereunder, in and to the premises therein described, to have and to hold the same unto Assignee throughout the term of said lease and any renewals and extensions thereof, subject to the rents, covenants, conditions and provisions therein contained.

2. Assignee does hereby assume payment of all rents, reserved in and by said Alabaster lease and, further, does hereby assume the due and timely performance of all the covenants, conditions and provisions stated in said lease, on the part of the Assignor to be kept, observed and performed, it being understood that Assignee does hereby become directly obligated and liable to Lessor.

3. Lessor does hereby grant permission and consent to the said transfer and assignment of said Alabaster lease, but such consent does not relieve Assignor from liability for payment of the rental provided in said Alabaster lease or from the obligations to keep and be bound by the terms, conditions and covenants of said Alabaster lease; and acceptance of rent from the Assignee shall not be deemed to be a waiver of any of the obligations of the Assignor under said Alabaster lease.

IN WITNESS WHEREOF, the parties have caused this

instrument to be executed on the day and year first above written.

ATTEST:

Secretary

ATTEST:

Secretary

ATTEST:

Secretary

BARGAIN TOWN U.S.A., INC., the
Assignor

BY Max Cornblum
President.

SOUTH TOWN, INC., the Assignee

BY Max Cornblum
President.

ALABASTER SHOPPING CENTER, INC.,
the Lessor

BY Spec M. Cardwell

STATE OF ALA. SHELBY CO.
I CERTIFY THIS INSTRUMENT
WAS FILED ON 8 PM
12/30 1964
RECORDED & INDEXED
X \$ 5.00 DEED TAX
PD. ON THE 10th DAY OF DECEMBER

JUDGE OF PROBATE

BOOK 233 PAGE 534