

Prepared by:
Mae Stein
FATTC
228 45th St
NY, NY 10017
212-922-9700

BOOK

287 PAGE 287
LEASE ASSIGNMENT

INDEXING INSTRUCTIONS: Pt. of Section 28, T 75, R 10W
City of Bloomsburg, Harrisburg Co., PA
Store #: 6472

THIS ASSIGNMENT, made this 25th day of July, 1995 by and between F.W. WOOLWORTH CO., a New York corporation ("Assignor") and WOOLCO INC., a Delaware corporation ("Assignee").

WITNESSETH:

WHEREAS, Assignor is the tenant under a certain lease described on Exhibit "A" attached hereto and made a part hereof ("Lease") relating to the property described on Exhibit "B" attached hereto and made a part hereof.

WHEREAS, Assignee is a corporation substantially all of the stock of which is owned by Assignor.

WHEREAS, Assignor desires to sell and assign to Assignee, and Assignee desires to accept the assignment from Assignor of all of Assignor's right, title and interest in and to the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. Assignor hereby sells, transfers, assigns and sets over unto Assignee all of Assignor's right, title and interest in and to the Lease.
2. Assignee hereby accepts the foregoing assignment and assumes the obligations of the tenant under the Lease.
3. Assignee shall indemnify, defend, save and hold Assignor harmless of, from and against any and all loss, costs, expenses (including, without limitation reasonable attorneys' fees and disbursements), liability, damages, actions, causes of action, demands or claims arising out of or in connection with the obligations of the tenant under the Lease accruing on or after the date hereof.
4. Assignor shall indemnify, defend, save and hold Assignee harmless of, from and against any and all loss, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements), liability, damages, actions, causes of action, demands or claims arising out of or in connection with the obligations of the tenant under the Lease accruing prior to the date hereof.
5. The provisions of this Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed the day and year first above written.

Attest: James P. Mallin
Assistant Secretary

Attest: [Signature]
Assistant Secretary

ASSIGNOR:
F.W. WOOLWORTH CO.

By: Patrick R. Mayo
Patrick R. Mayo
Its: Vice President

ASSIGNEE:
WOOLCO INC.

By: [Signature]
Jack F. O'Hara
Its: Vice President

BOOK 287 PAGE 288

MULTI-STATE CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
)SS:
COUNTY OF NEW YORK)

On this 24th day of July, 1995, before me, the undersigned officer, personally appeared Patrick R. Mayo and ~~Brandon S. Kosevich~~ ^{James P. Mullin}, personally known and acknowledged themselves to me (or proved to me on the basis of satisfactory evidence) to be the Vice President, and the Assistant Secretary, respectively, of F.W. Woolworth Co., and that as such officers, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves in their authorized capacities as such officers as their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Shaunagh M. Byrne
Notary Public

My Commission Expires:

SHAUNAGH M. BYRNE
Notary Public, State of New York
No. 01BY5028238
Qualified in New York County
Commission Expires May 23, 1996

NOTARIAL SEAL

BOOK 287 PAGE 289

MULTI-STATE CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
)SS
COUNTY OF NEW YORK)

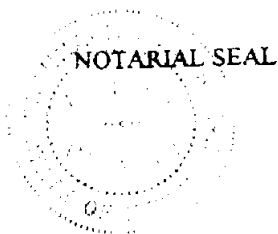
On this 24th day of July, 1995, before me, the undersigned officer, personally appeared Jack F. O'Hara and Joseph F. Grabowski, personally known and acknowledged themselves to me (or proved to me on the basis of satisfactory evidence) to be the Vice President, and the Assistant Secretary, respectively, of Woolco Inc., and that as such officers, being duly authorized to do so pursuant to its bylaws or a resolution of its board of directors, executed, subscribed and acknowledged the foregoing instrument for the purposes therein contained, by signing the name of the corporation by themselves in their authorized capacities as such officers as their free and voluntary act and deed and the free and voluntary act and deed of said corporation.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Notary Public

My Commission Expires:

SHAUNAGH M. BYRNE
Notary Public, State of New York
No. 01BY5028238
Qualified in New York County
Commission Expires May 23, 1996



TOTAL P.004

BOOK 287 PAGE 290

EXHIBIT "A"

Lease dated February 25, 1980, by and between James M. Folmar as Landlord and F.W.
Woolworth Co. as Tenant.

EXHIBIT "B"

Premises located at 4474 Pass Road, Biloxi, MS 39531.

DEMISED PREMISES

The demised premises consist of a one-story building (with land thereunder) containing approximately 61,453 square feet, to be erected within the Entire Premises described below and situated as shown on the drawing attached hereto and made a part hereof, together with an area contiguous to the westerly line thereof, measuring approximately 60 feet by 100 feet and identified on said drawing as "Garden Center Demised Premises".

ENTIRE PREMISES

A parcel of land located in Section 28, Township 7 South, Range 10 West, City of Biloxi, Harrison County, Mississippi, more particularly described as follows:

BEGINNING at the intersection of the South right-of-way line of Pass Road and the East right-of-way line of Edgewater Gulf Drive, said point being the POINT OF BEGINNING:

thence North 77° 11'00" East along said South right-of-way a distance of 716.99 feet;
thence South 9° 58'35" East a distance of 714.44 feet;
thence South 77° 11'00" West a distance of 647.20 feet to the East margin of Edgewater Gulf Drive;
thence North 1° 55'00" West along said East margin a distance of 17.48 feet to the beginning of a curve having a central angle of 19° 29'15", a radius of 1164.69 feet, and whose radius point bears South 88° 05'01" West;
thence northerly along said curve and said East margin a distance of 396.14 feet;
thence North 21° 24'15" West along said East margin a distance of 305.68 feet to the POINT OF BEGINNING;

containing 470,627 square feet or approximately 10.80 acres.

OPTIONAL PREMISES

The Optional Premises consist of land adjoining the east wall of the demised premises measuring approximately 40 feet in width by 190 feet in depth, the location of which, in relation to the demised premises, is indicated on the aforementioned drawing.

STATEMENT OF FEES

Recording Fee \$6.00
 Abstracting/Section Fee at \$1.00 each ✓
 Marginal Entry at .50 each
 Other
 TOTAL FEES COLLECTED 7.00

STATE OF MISSISSIPPI, COUNTY OF HARRISON, SECOND JUDICIAL DISTRICT:

I hereby certify that this instrument was received and filed for record at 2 o'clock and 40 minutes P. M. on 6 day of Sept, A.D. 19 95 and recorded Sept 6, 19 95 in Records of Deeds Book 287 Pages 287-292

G. N. CREEL, Chancery Clerk

By Jeanne Orr D.C.

95-1865