

damage to the Real Property by reason of a change of grade of any highway, street, road or avenue and all strips and gores appurtenant to the Real Property and (e) all security deposits held by the lessor under the Lease (all of the foregoing items (a) through (e) being hereinafter collectively referred to as the "Assigned Property").

NOW, THEREFORE, for and in consideration of the premises and the agreements and covenants herein set forth, together with the sum of Ten Dollars (\$10.00) and other good and valuable consideration this day paid and delivered by Assignee to Assignor, the receipt and sufficiency of which by Assignor are hereby acknowledged, Assignor does hereby ASSIGN, TRANSFER, SET OVER, GRANT, CONVEY and DELIVER unto Assignee the Assigned Property.

TO HAVE AND TO HOLD all and singular the Assigned Property unto Assignee, its successors and assigns.

1. It is understood and agreed that by accepting this Assignment and Assumption of Lease and by its execution hereof, Assignee hereby assumes and agrees to perform all of the terms, covenants and conditions of the Lease on the part of the "Lessee" therein required to be performed from and after the date hereof.

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