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Instrument Prepared By:
Robert M. Soshnik, Esq.
611 Olive Street
St. Louis, Missouri 63101

Store Number: 076
Common Name: French Market
County/State: Oklahoma / Oklahoma

ASSIGNMENT AND ASSUMPTION OF LEASE
AND OTHER AGREEMENTS

DOC NUMBER 00086415
TIME 10:07 AM
MISC FEE 22.00
DATE AUG. 25 1989
RALPH HESS
OKLAHOMA COUNTY CLERK

ASSIGNMENT AND ASSUMPTION OF LEASE AND OTHER AGREEMENTS
("Agreement"), made as of the 24 day of August, 1989,
between THE MAY DEPARTMENT STORES COMPANY, a New York corpora-
tion, having an office at 611 Olive Street, St. Louis, Missouri
63101 ("Assignor"), and VENTURE STORES, INC., a Delaware corpo-
ration, having an office at 2001 E. Terra Lane, O'Fallon,
Missouri 63366 ("Assignee").

"Lease" means: that certain lease described and listed in
paragraph numbered "1" of Exhibit B attached hereto and incorpo-
rated herein by this reference;

"Premises" means: the premises demised under the Lease;

"Real Property" means: the real property described in
Exhibit A attached hereto and incorporated herein by this
reference. The Premises are located within the Real Property;

"Buildings" means: all buildings, structures, fixtures and
other improvements on or to the Real Property and/or the
Premises;

"Rents" means: all rents, issues and profits derived from
the Real Property, the Buildings and/or the Premises;

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"Agreements" means: those (i) certain other agreements, instruments, documents and/or other writings listed in Exhibit B, as the same may have been affected, modified, amended or supplemented, directly or indirectly, including by any recorded or unrecorded agreement, instrument, document and/or other writing, and (ii) all other recorded or unrecorded agreements, instruments, documents, writings, easements, reservations, encumbrances, covenants, conditions and restrictions which in any manner affect, benefit and/or burden the Lease, the Premises, the Buildings, the Rents, the Real Property, the shopping center of which the Premises, the Buildings and/or the Real Property may be a part, and/or the rights and obligations of Assignor with respect to any of same; and

"Permitted Matters" means: all encumbrances, exceptions, easements, rights of way, covenants, conditions, restrictions, declarations, occupancies, reservations and all other matters affecting title, use or enjoyment of the Lease, the Agreements, the Premises, the Real Property, the Buildings and/or the Rents that are contained or referred to in the Lease, the Agreements, in instruments of record, on a recorded plan, on a recorded map, and/or on a recorded plat, and all defects, latent or patent, and matters of survey and/or subdivision.

IN CONSIDERATION of the promises herein contained, the sum of Ten Dollars (\$10.00) in hand paid by Assignee to Assignor, and for other good and valuable consideration, the mutual receipt and legal sufficiency of which are hereby acknowledged, Assignor and Assignee do hereby agree as follows:

1. Assignor does hereby remise, release, quitclaim and assign unto Assignee, its successors and assigns, forever, all the estate, rights, title, interests, obligations and liabilities of Assignor in and to or with respect to the Lease, the Premises, the Agreements, the Real Property, the Buildings and the Rents, subject to all Permitted Matters, the Lease and the Agreements, excepting, however, any items of personal property specifically excluded in any other assignment or conveyance document between the parties hereto as regards the Venture store division of The May Department Stores Company.

2. Assignee for itself, its successors, successors in interest and assigns, (i) hereby accepts from Assignor the foregoing conveyance and assignment with respect to the Lease, the Premises, the Agreements, the Real Property, the Buildings and the Rents, (ii) for the benefit of Assignor and each obligee of Assignor under and/or with respect to the Lease, the Agreements and/or the Permitted Matters, their respective successors and assigns, hereby assumes and agrees from and after the date hereof to keep, observe and perform all of the obligations, terms, covenants, conditions and restrictions with respect to the Lease, the Premises, the Agreements, the Real Property, the Buildings, the Rents and/or the Permitted Matters to be kept, observed or performed by Assignor and likewise hereby assumes and agrees to pay and satisfy all of Assignor's obligations and liabilities under or with respect thereto, whether accrued or not and/or which may have arisen before the date hereof or which may arise on or after the date hereof, and (iii) hereby agrees to defend, indemnify,

protect and hold harmless Assignor, its successors and assigns, from and against all claims, costs, expenses and liabilities incurred by Assignor or asserted by third parties with respect to the Lease, the Premises, the Agreements, the Real Property, the Buildings, the Rents and/or the Permitted Matters.

3. Assignee, for itself, its successors, successors in interest and assigns, hereby agrees that Assignor shall not incur any liability by reason of the execution and delivery of this Agreement or by reason of any provision herein contained. The conveyance and assignment provided for herein are made without covenants or warranties of any kind whatsoever, express and/or implied (including, without limitation, covenants or warranties respecting title, the accuracy of the legal description(s) of the Premises or contained in Exhibit A, fitness for a particular purpose, and/or physical condition), and Assignor expressly disclaims any and all express and implied covenants and warranties with respect to the conveyance and assignment provided for herein. Assignee, for itself, its successors, successors in interest and assigns, specifically acknowledges and agrees that Assignor's estate, rights, title, interests, obligations and liabilities conveyed and assigned hereby, have been offered to and are hereby accepted by Assignee on the basis of "as is, where is, with all flaws and faults".

4. This Agreement shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and their respective successors, successors in interest and assigns.

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STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

On this 8th day of August, 1989, before me personally appeared Quint Hill and Robert M. Schmitz to me known to be the Executive Vice President and Assistant Secretary, respectively, of THE MAY DEPARTMENT STORES COMPANY, the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Maria G. Greenwell
Notary Public

My Commission Expires: MARIA G. GREENWELL
NOTARY PUBLIC STATE OF MISSOURI
MY COMMISSION EXPIRES 10/4/92
CITY OF ST. LOUIS

STATE OF MISSOURI)
) ss.
CITY OF ST. LOUIS)

On this 8th day of August, 1989, before me personally appeared Robert S. Dugal and Robert M. Schmitz to me known to be the Vice President and Assistant Secretary, respectively, of VENTURE STORES, INC., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Maria G. Greenwell
Notary Public

My Commission Expires: MARIA G. GREENWELL
NOTARY PUBLIC STATE OF MISSOURI
MY COMMISSION EXPIRES 10/4/92
CITY OF ST. LOUIS

IN WITNESS WHEREOF, Assignor and Assignee have executed this Agreement as of the date above first written.

Witness:

Samuel MacLeod
Joseph [unclear]

Assignor:

THE MAY DEPARTMENT STORES COMPANY

By: James G. [unclear]
Executive Vice President

Attest: Robert M. [unclear]
Assistant Secretary

Witness:

Samuel MacLeod
Joseph [unclear]

Assignee:

VENTURE STORES, INC.

By: Robert J. [unclear]
Vice President

Attest: Robert M. [unclear]
Assistant Secretary

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Store Number: 076
Common Name: French Market
County/State: Oklahoma/Oklahoma

EXHIBIT A
TO
ASSIGNMENT AND ASSUMPTION OF LEASE
AND OTHER AGREEMENTS

Lots One (1) and Two (2), HILLTOP CENTER ADDITION to
the City of Oklahoma City, Oklahoma, according to the
recorded plat thereof.

TWL

VEN92

Store Number: 076
Common Name: French Market
County/State: Oklahoma/Oklahoma

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EXHIBIT B
TO
ASSIGNMENT AND ASSUMPTION OF LEASE
AND OTHER AGREEMENTS

1. Lease, dated January 31, 1983, by and between B.F. Saul Real Estate Investment Trust and The May Department Stores Company; Memorandum of Lease, dated January 31, 1983, recorded on March 28, 1983 in the office of the clerk of Oklahoma County, Oklahoma, in Book 4983 at Page 162; Addendum to Lease, dated March 3, 1983, by and between B.F. Saul Real Estate Investment Trust and The May Department Stores Company.
2. Settlement Agreement and Release, dated September 29, 1983, by and between The May Department Stores Company and J.C. Penney Company, Inc.; Stipulation and Order of Dismissal of October 19, 1983, in the United States District Court for the Western District of Oklahoma, Case No. CIV-83-2134-R, titled "J.C. Penney Company, Inc., Plaintiff v. The May Department Stores Company, et al., Defendants.
3. Subordination, Non-Disturbance and Attornment Agreement, dated January 31, 1983, between Jefferson Standard Life Insurance Company and The May Department Stores Company, recorded on March 28, 1983, in the office of the clerk of Oklahoma County, Oklahoma, in Book 4983 at Page 140.

TWL