

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Dillard Department Stores, Inc.
P. O. Box 486, 1600 Cantrell Road
Little Rock, Arkansas 72203
Attention: General Counsel

1400

5455755
16 MARCH 93 04:01 PM
KATIE L. DIXON
RECORDER, SALT LAKE COUNTY, UTAH
BACKMAN-STEWART TITLE SERVICES
REC BY: SHARON WEST , DEPUTY

SPACE ABOVE THIS LINE FOR RECORDER'S USE

REA ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS REA ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Assignment") is made as of March 16, 1993, by Carter Hawley Hale Stores, Inc. ("Assignor"), a Delaware corporation, in favor of DILLARD DEPARTMENT STORES, INC. ("Assignee"), a Delaware corporation.

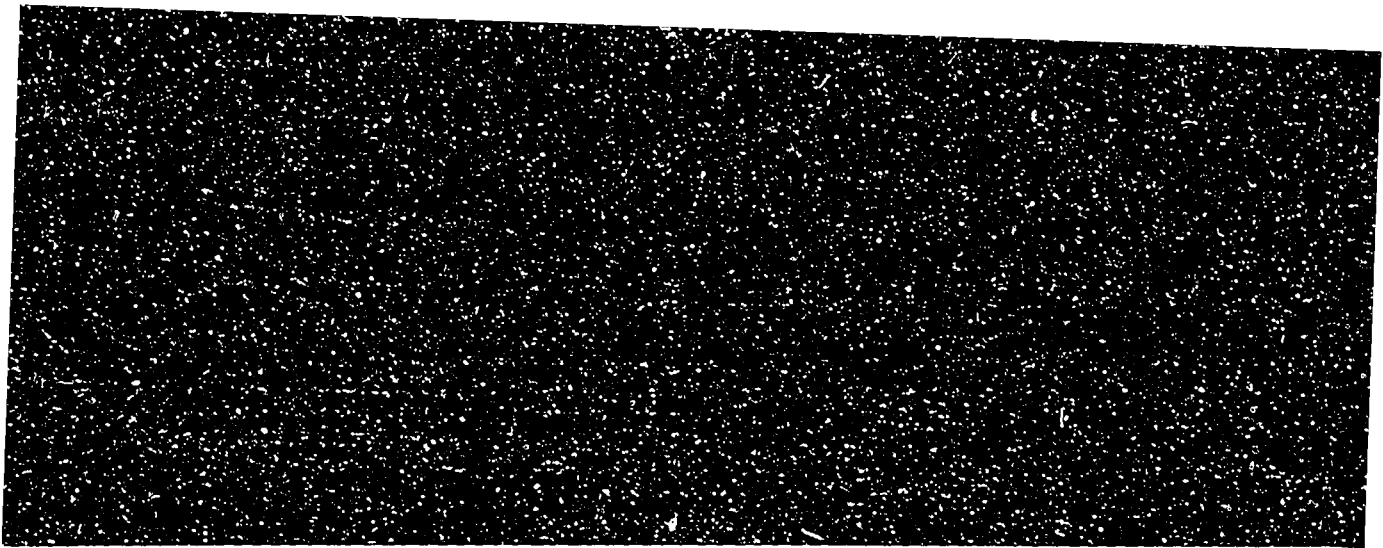
WITNESSETH THAT:

WHEREAS, Assignor is a Party to that certain Construction, Operation and Reciprocal Easement Agreement dated as of June 14, 1971 by and among Fashion Place Associates, Sears Roebuck and Co., Carter Hawley Hale Stores, Inc., and Nordstrom, Inc., recorded June 14, 1971 as Entry No. 2391096 of the Official Records of the County of Salt Lake, State of Utah (the "Official Records"), as amended by Amendment #1 dated May 15, 1973 recorded May 15, 1973 as Entry No. 2539860 of the Official Records, and as further amended by Amendment #2 dated February 8, 1988, recorded February 8, 1988 as Entry No. 4584396 of the Official Records (collectively, the "REA")

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and is the lessee of the Broadway Tract as defined therein. The REA affects that certain shopping center known as Fashion Place located on land situated in Murray, Utah. The "Broadway Tract" is more particularly described on Exhibit "A" attached hereto and by this reference made apart hereof; and

WHEREAS, Assignee desires to acquire from Assignor, and Assignor desires to assign and transfer to Assignee, Assignor's interest under the REA.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby assign, transfer, set over and deliver unto Assignee all of Assignor's interest under the REA and all of Assignor's rights, benefits and privileges thereunder, except the obligation, if any, of Seller under the REA to operate upon the Broadway Tract under the name "Weinstock's", "Broadway" or any other name owned by Seller, but subject to all terms, conditions, reservations, and limitations set forth in the REA, and Assignee does hereby accept such assignment and assume all of the burdens and obligations of Assignor thereunder accruing from and after the date hereof, it being the express intention of both Assignor and Assignee that, upon the execution of this instrument, Assignee shall become substituted for Assignor as a "Party" (as such term is defined in the REA) to the REA pursuant to Article I-Q thereof.

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All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

This Assignment may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed one and the same instrument.

This Assignment is made pursuant to that certain Sale and Purchase Agreement and Joint Escrow Instructions dated as of January 18, 1993 between Assignor, Assignee and others and shall be effective as of ~~March 1, 1993~~.

THE DATE FIRST ABOVE WRITTEN.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR: CARTER HAWLEY HALE STORES, INC.,
a Delaware corporation

By: Robert J. Gilmartin
Robert J. Gilmartin
Its: Sr. Vice President - Real Estate

ASSIGNEE: DILLARD DEPARTMENT STORES, INC.
a Delaware corporation

By: _____

Its: _____

Attest: _____

Its: _____

BK6620PG1954

All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

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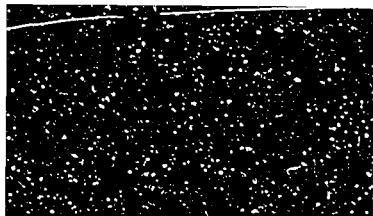
By: _____
Robert J. Gilmartin
Its: Sr. Vice President - Real Estate

ASSIGNEE: DILLARD DEPARTMENT STORES, INC.
a Delaware corporation

By: _____
James E. Darr, Jr.
Its: Vice President & Secretary

Attest: _____
Steven K. Nelson
Its: Vice President & Asst. Secretary

DK6620PG1955



[Assignor]

State of California)
County of Los Angeles) ss.

On 2/19/93 before me, Debra A. Collins
Notary Public

personally appeared ROBERT J. GILMARTIN
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



(Seal)

Debra A. Collins

My Commission Expires: 11/22/96

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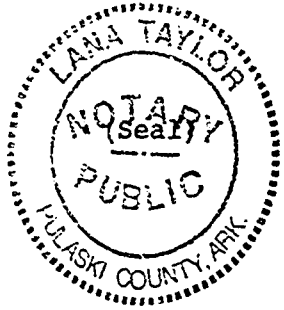
[Assignee]

State of Arkansas)
County of Pulaski) ss.

On February 22, 1993 before me, appeared
James E. Davis, Jr., Vice President & Steven K. Nelson, Asst. Secretary
~~personally appeared~~

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Lana Taylor
My Commission Expires: 6-12-02

LEGAL DESCRIPTION OF BROADWAY TRACT

A leasehold estate as the same is created and defined by a Lease Agreement dated as of January 15, 1974, between Ninth Associates, Ltd., a California limited partnership, whose interest is now held by MARQUETTE 80 ASSOCIATES, a Pennsylvania limited partnership, as Lessor, and Broadway-Hale Stores, Inc., now known as CARTER HAWLEY HALE STORES, INC., a Delaware corporation, as Lessee, a Memorandum of which was recorded on January 31, 1974, as Entry Number 2597627, Book 3509, Page 156, Official Records of the County of Salt Lake, State of Utah; said leasehold parcel of land in the City of Murray, County of Salt Lake, State of Utah, being more particularly described as follows:

COMMENCING at the monument in the intersection of 6100 South Street and State Street, said monument being due South 58.23 feet and due East 601.04 feet from the Northwest corner of Section 19, Township 2 South, Range 1 East, Salt Lake Base and Meridian; thence along the centerline of said State Street South $2^{\circ}16'10''$ West 55.80 feet to the westerly prolongation of the southerly line of said 6100 South Street; thence along said prolongation and the southerly line of said 6100 South Street East 802.13 feet to the TRUE POINT OF BEGINNING; thence continuing along said southerly line East 29.036 feet to the beginning of a curve concave southerly having a radius of 2671.68 feet; thence easterly along said curve 299.69 feet through a central angle of $6^{\circ}25'37''$ to the beginning of a reversed curve concave northerly having a radius of 2437.55 feet, a radial line to said beginning bears South $6^{\circ}25'37''$ West; thence easterly along said curve 299.62 feet through a central angle of $7^{\circ}02'34''$; thence North $89^{\circ}23'03''$ East 217.02 feet to the beginning of a curve concave southwesterly having a radius of 15.00 feet; thence southwesterly along said curve 23.72 feet through a central angle of $90^{\circ}36'57''$ to a point on the westerly line of Third East Street; thence along said westerly line South 103.12 feet; thence leaving said westerly line North $89^{\circ}10'14''$ West 242.70 feet; thence South 515.32 feet; thence East 231.75 feet to a point on the westerly line of said Third East Street, said westerly line being a curve concave westerly having a radius of 1600.00 feet, a radial line to said point bears South $83^{\circ}18'07''$ East; thence southerly along said curve 175.98 feet through a central angle of $8^{\circ}18'07''$ to the beginning of a reversed curve concave easterly having a radius of 1816.638, a radial line to said beginning bears North $77^{\circ}00'00''$

EXHIBIT A

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West; thence southerly along said curve 195.14 feet through a central angle of 6°09'17"; thence leaving said westerly line North 87°43'50" West 253.225 feet; thence North 2°16'10" East 260.468 feet; thence North 27°43'43" West 64.004 feet; thence North 2°16'10" East 130.85 feet; thence North 87°43'50" West 140.83 feet; thence South 2°16'10" West 17.00 feet; thence North 87°43'50" West 85.33 feet; thence North 2°16'10" East 17.00 feet; thence North 87°43'50" West 151.178 feet; thence South 24°50'30" West 107.211 feet; thence North 87°43'50" West 112.00 feet; thence North 2°16'10" East 511.98 feet; thence South 87°43'50" East 1.00 feet thence North 2°16'10" East 133.39 feet to THE POINT OF BEGINNING.

EXHIBIT A

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