

COLLATERAL ASSIGNMENT OF LEASE

KNOW ALL MEN BY THESE PRESENTS that Lewis Plaza, Inc.

, hereinafter called "Assignors", for valuable consideration, the receipt of which is hereby acknowledged, hereby sell, assign, transfer and set over unto THE PENN MUTUAL LIFE INSURANCE COMPANY, hereinafter called "Assignee", its successors and assigns, all the right, title and interest of each of Assignors in and to a certain lease, dated the 12th day of April, 1952, on premises located at 1724 Augusta Road, Greenville, South Carolina, County of Greenville, State of South Carolina, executed by Lewis Plaza, Inc.

Esso Standard Oil Company, as lessee, for a term expiring May 1, 1956, together with all benefits and advantages to be derived therefrom, as collateral security for the performance of all the terms and conditions of the certain bond, note or notes, and mortgage or deed of trust secured upon the premises above referred to, given by Lewis Plaza, Inc.

to or for the benefit of The Penn Mutual Life Insurance Company, and intended to be recorded, and agree on behalf of their respective heirs, executors, administrators, successors and assigns:

1. That if default shall be made in the making of any payment or payments under or in the performance of any of the terms and conditions of the bond, note or notes, and mortgage or deed of trust, Assignee, its successors or assigns, may, at its option, thereupon and from time to time so long as any default or defaults thereunder shall continue to exist, exercise all the rights and privileges of Assignors and each of them under the said lease, including the right, if deemed necessary to Assignee, to enter into possession of the demised premises for the purpose of collecting rent or any other sums payable thereunder, and shall apply all sums collected toward payment of any sum or sums due under the terms and conditions of the bond, note or notes, and mortgage or deed of trust.

2. Upon demand and notice of default under the bond, note or notes, mortgage or deed of trust, the lessee shall make payment to Assignee, its successors or assigns, of rent and any other sums due under the said lease without liability for the determination of the existence of the default claimed by Assignee.

3. That Assignors and each of them warrant that there have been no modifications or extensions of the said lease; that no rent or other sums payable thereunder have been paid in advance; that without the consent of Assignee Assignors will not modify or cancel said lease, reduce the rent provided for thereunder, or accept payment of rent in advance of its due date; that Assignors are the absolute owners of such lease and have made no other assignment thereof, and that to the best of the knowledge of each of Assignors the lessee thereunder has no defense, set-off or counter-claim against the Assignors or any of them, except as follows: (If any exceptions, indicate below)

None

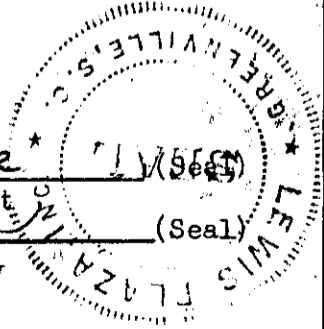
IN WITNESS WHEREOF each of the Assignors has hereunto set his hand and seal or has caused this assignment to be executed by its duly authorized officers and its corporate seal to be hereunto affixed at Greenville, S.C., this 27th day of June 1952.

Signed, Sealed and Delivered in the Presence of:

LEWIS PLAZA, INC.

Mildred A. Thompson
and
C. H. Burgess

By: T. J. M. Caine, President
and
By: Mary S. Shaw, Secretary



(Supply forms for acknowledgment if the assignment is to be recorded.)