AND THE ASSIGNOR hereby covenants and agrees that any second or subsequent mortgage hereafter given on said premises shall expressly recite that it is subject to this assignment and shall contain a clause that in the event of foreclosure thereof the possession of said Tenant or Lessee shall not be disturbed nor said lease affected or terminated so long as the Tenant or Lessee continues to pay the rent and perform all of the other obligations of said lease on the Tenant's or Lessee's part to be performed. And the Assignor further covenants that no consent by the Landlord or Lessor under said lease, whenever such consent is required or permitted under the terms of said lease, shall be effective or given without the prior written consent of the Assignee.

This assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The words "Tenant" or "Lessee" as used herein shall include any present or future owner of the Tenant's or Lessee's interest in said lease.

Signed and sealed the day and year first above written.

TADDEO DISCOUNT CENTER CORP., OF GREENVILLE.

Anthony F Taddeo, As Its President

(L.S.)

In the presence of:

(ACKNOWLEDGMENT ON PAGE FOLLOWING)

-4- (CONTINUED ON NEXT PAGE)