

1. A lease entered into on September 30, 1976, between Travelers Rest Plaza, Inc., Lessor and Bi-Lo, Inc., Lessee, together with all future amendments or modifications thereof.
2. A Lease entered into on November 1, 1976, between Travelers Rest Plaza, Inc., Lessor and Reyco Discount Drug Centers of South Carolina, Inc., Lessee, together with all future amendments or modifications thereof.
3. A Memorandum of Lease entered into between Travelers Rest Plaza, Inc., Lessor and Family Dollar Stores of Travelers Rest, S. C., Inc., Lessee, dated April 9, 1975, and recorded in the R.M.C. Office for Greenville County in Deed Book 1017, Page 513, together with all future amendments or modifications thereof.
4. A lease entered into on December 15, 1964, between Travelers Rest Plaza, Inc., Lessor and Cassels United Stores, Inc., Lessee, together with all future amendments or modifications thereof.

The Party of the First Part hereby covenants with the Party of the Second Part that the leases set forth above are in full force and effect and are binding on the parties thereto, according to the terms and conditions as stated therein.

The Lessor shall retain control and management of the leased premises and shall receive and appropriate to his own use all income therefrom until there shall be a default under the Mortgage to Carolina Federal Savings and Loan Association of Greenville, Greenville, S. C. in the amount of Four Hundred Eighty Thousand and No/100 (\$480,000.00) Dollars, however, in the event there is any default, the Lender shall immediately have the right to take control and management of the premises and demand, collect and apply all net rents from the leased premises upon its indebtedness in such a manner as it may elect, and the said Lessees are hereby authorized upon such demand of the Lender to pay the said rents in accordance with this assignment, without requiring proof of any such default. This assignment is expressly made subject to and is limited by the promises, undertakings and agreements required of the Lessor in the said lease, but the Lender assumes no financial responsibility to the Lessees or any obligation to do, perform or attend to any of the matters or things required by the leases to be done, performed or attended to by the Lessor, but the Lessees shall look to the Lessor and to the rents from the leased premises for their protection and reimbursement.

The term of this assignment shall be until the note and mortgage, or any extensions or renewals thereof, dated May 27, 1977, made, executed and delivered by the Party of the First Part to the Party of the Second Part, covering the above described property, as set forth, to wit: Mortgage to Carolina Federal Savings and Loan Association of Greenville, Greenville, S. C. in the amount of Four Hundred Eighty Thousand and No/100 (\$480,000.00) Dollars shall have been fully paid and satisfied, at which time this assignment is to be fully satisfied and cancelled, and the cancelling of said Mortgage shall constitute a release hereof.

This assignment is given as additional security for the performance of each and all of the obligations and covenants of the note and mortgage herein referred to, and the amount collected hereunder, if any, shall be applied to payment of taxes and assessments on the real estate, insurance premiums and delinquencies of principal and interest.