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Assignor hereby covenants and represents that it has not made any prior assignment of the rights and interest herein contained, except to the holders of mortgage liens which encumber the premises described on the annexed Schedule "A" as collateral security for said mortgage.

By accepting this assignment, Assignee hereby assumes and agrees to perform all of the terms, covenants and conditions of the Leases on the part of the Lessor therein required to be performed, from and after the date hereof.

Assignee covenants and agrees to indemnify, save and hold harmless Assignor from and against any and all loss, liability, expense, claims or causes of action existing in favor of or asserted by the lessees under the Leases arising out of or relating to Assignee's failure to perform any of the obligations of the lessor under the Leases after the date hereof.

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.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this assignment to be duly executed by their proper corporate officers and partners and their seals affixed as of the date first above written.

In the presence of:

Yvonne R. Anderson
Yvonne R. Anderson
Christine B. Popoli
Christine B. Popoli
As to Assignor

Signed, Sealed and Delivered by the General Partners In the presence of:

Doris A. Beemer
Doris A. Beemer
Marie Lorenzini
Marie Lorenzini
As to Assignee

BELL TOWER PROPERTIES, INC.

By: John F. Hanson
John F. Hanson, President

ATTEST: Florence Caso
Florence Caso, Asst. Secy.

10th CAROLINA REALTY ASSOCIATES

By: Kelly Volner
General Partner
Kelly Volner

By: SPRINGFIELD HOUSING AND PROCESSING CORP. a General Partner

By: Kelly Volner
Kelly Volner, President

-2- and
By: Rose H. Egan
Rose H. Egan, Secretary

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