

at the rate or rates therein provided, both principal and interest being payable as therein provided, and all amounts remaining unpaid thereon and all other notes given in substitution therefor or in renewal or extension thereof, in whole or in part, such note and all other notes given in substitution therefor or renewal or extension thereof, in whole or in part (hereinafter referred to as the "Note"); and (b) all indebtedness and other obligations incurred or arising under and pursuant to provisions of a Mortgage and Security Agreement of even date herewith recorded at the office of the Register of Mesne Conveyances for Greenville County, South Carolina, immediately prior hereto and all other instruments securing the payment of the Note (hereinafter referred to as the "Mortgage"), SUBJECT HOWEVER, to the terms, covenants, conditions, provisions and agreements herein set forth.

1. Assignor hereby represents, covenants and warrants unto Assignee that there is not now in effect any prior assignments of the Lease Agreements or the Lease Payments that are or may become due and payable thereunder, that Assignor has performed no act or executed any other instrument which might prevent Assignee from enjoying and exercising any of its rights and privileges evidenced hereby; and that, with respect to each Lease Agreement presently in effect:

a. To the best of Assignor's knowledge, each Lease Agreement is in full force and effect and the Lessee thereunder has commenced and is continuing occupation under the Lease;

b. Each Lease Agreement has not been modified in any material respect or any provision(s) thereof waived; and

c. To the best of Assignor's knowledge, neither lessee nor lessor is in default under the terms of each Lease Agreement.

2. Assignor agrees that, so long as the indebtedness evidenced by the Note or any part thereof shall remain unpaid, Assignor will make no such assignment, pledge or disposition of the Lease Agreements or the Lease Payments that are or may become due and payable thereunder, except in connection with sales, conveyances, transfers and leases permitted in accordance with

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