

4328 RV-2

The Assignor, in the event of default in the performance of any of the terms and conditions of said Deed to Secure Debt and Mortgage and Note, or of any other instrument evidencing or securing the indebtedness secured thereby, hereby authorizes the Assignee, at its option, to assume all rights and privileges of Assignor under the said Lease, including the right to enter and take possession of the above described premises, to manage and operate the same, to collect all and any rents accruing therefrom, to let or relet said premises or any part thereof, to collect the amount of stipulated liquidated damages thereunder, to cancel or modify said Lease, to evict the Lessee thereunder, to bring or defend any suit in connection with the possession of said premises in its own name or Assignor's name, to make repairs as Assignee deems appropriate, and to perform such other acts in connection with the operation and management of said premises as the Assignee, in its discretion, may deem proper. The receipt by the Assignee of any rents, issues, or profits pursuant to this instrument after the institution of foreclosing proceedings under said Deed to Secure Debt or Mortgage shall not cure such default or effect any proceedings or any sale pursuant thereto.

Assignee shall not be liable for laches or failure to collect said rents, and it is understood that said Assignee is to account only for such sums as are actually collected, and said Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by Assignor under the said Lease, and the Assignor hereby agrees to indemnify the Assignee for, and to save it harmless from any and all liability arising from said Lease, or from this Assignment, and this Assignment shall not place responsibility for the control, care, management, or repair of said premises upon the Assignee, or make the Assignee responsible or liable for any negligence in the management, operation, upkeep, repair or control of said premises resulting in loss, injury or death to any tenant, licensee, employee or stranger.

Assignor hereby authorizes the Assignee to give notice in writing of this Assignment at any time to the Lessee under said Lease.

Violation of any of the covenants, representations and provisions contained herein by the Assignor shall be deemed a default under the terms of the said Note and Deed to Secure Debt, or Mortgage.

Default by the Assignor under any of the terms of the Lease herein assigned, shall be deemed a default under the terms of the said Note, Deed to Secure Debt, or Mortgage. Any expenditures made by the Assignee in curing such default on the Assignor's behalf, with interest thereon at the rate of fifteen per cent (15%) per annum, shall become part of the debt secured by said Deed to Secure Debt, or Mortgage.

IT IS UNDERSTOOD AND AGREED that neither the existence of this agreement, nor the exercise of its privilege to collect said rents, shall be construed as a waiver by the Assignee, or its successors and assigns, of the right to enforce payment of the debt hereinabove mentioned, in strict accordance with the terms and provisions of the Note and Deed to Secure Debt and Mortgage for which this Assignment is given as additional security. This Assignment applies to and binds the parties hereto and their successors and assigns, as well as any subsequent owner of the real estate described herein and any assignee of the Deed to Secure Debt or Mortgage referred to herein.

IN WITNESS WHEREOF, SOUTHEASTERN PETROLEUM SALES CORPORATION has caused these presents to be executed by its duly authorized