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respect of any item of the Subject Property and/or the Leases or any part thereof or any interest therein, or (c) any release or indulgence granted to any endorser, guarantor or surety of any indebtedness secured hereby.

12. A determination that any provision of this Assignment is unenforceable or invalid shall not affect the enforceability or validity of any other provision and any determination that the application of any provision of this Assignment to any person or circumstance is illegal or unenforceable shall not affect the enforceability or validity of such provision as it may apply to any other persons or circumstances.

13. Notwithstanding the conveyance or transfer of title to any or all of the Subject Property to any lessee under any of the Leases, the lessee's leasehold estate under such Lease shall not merge into the fee estate and the lessee shall remain obligated under such lease as assigned by this Assignment.

14. The terms, provisions, representations and warranties herein contained shall be binding upon Assignor and the successors and assigns of Assignor, and shall inure to the benefit of Assignee, its successors and assigns. All references in this Assignment to Assignor or Assignee shall be deemed to include all such successors and assigns of such respective party.

15. Within the Assignment, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires. References in this Assignment to "herein", "hereunder" or "hereby" shall refer to this entire Assignment, unless the context otherwise requires.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed on the day, month and year first above written.

WITNESSES:

ASSIGNOR:

John B. Matt  
Katherine M. Aubose

E & H Properties,  
a South Carolina general partnership

By: Riley O. Etheridge (Seal)  
Riley O. Etheridge, Partner

John B. Matt  
Katherine M. Aubose

By: Russell J. Herring (Seal)  
Russell J. Herring, Partner

1328-11-21