

The terms of this assignment shall be until that certain Note of even date herewith made, executed and delivered by Assignor to the Assignee in the original principal amount of \$1,602,000 and all other indebtedness secured by the mortgage of even date herewith made, executed and delivered by Assignor to the Assignee covering the premises described in the above-described leases shall have been fully paid and satisfied and at the end of such term, this assignment is to be cancelled and released and the satisfaction of said mortgage shall constitute a release hereof.

It is further covenanted and agreed that Assignor and its successors and assigns shall have no right, power or authority to materially alter, modify or amend the terms or any of them of either of the above-described leases without first obtaining the consent in writing of the Assignee to such alteration, modification or amendment. The Assignee hereby consents to the acquisition by the Assignor, its successors or assigns of the fee title to the premises described in the above-described leases, provided, however, that the fee title to the property demised and the leasehold estates shall not merge but shall remain separate and distinct until this assignment has been cancelled and released.

The covenants and obligations herein undertaken by the Assignor shall be binding upon its successors and assigns and the rights and benefits herein conferred upon the Assignee shall inure to the benefit of its successors and assigns.

IN WITNESS WHEREOF, the undersigned have caused these presents to be duly executed the day and year first hereinabove written.

WITNESSES:

S. Dennis Sims  
Paul H. [unclear]

ASSIGNOR:

SPRING STREET ASSOCIATES (SEAL)  
 LIMITED PARTNERSHIP

By: John S. Rainey  
 John S. Rainey, General Partner

And  
 By: EASLAN CAPITAL, INC.  
 General Partner

By: Jamile J. Francis, Jr.  
 Jamile J. Francis, Jr., President