

10. No change, amendment, modification or cancellation of this Assignment or discharge hereunder shall be valid unless Assignee shall have given its prior written consent thereto. Assignor shall not enter into any assignment, mortgage, assignment of rents or other agreement which shall be inconsistent with this Assignment.

11. Subject to the provisions of Paragraph 15 hereof, the terms, covenants and conditions contained herein shall inure to the benefit of and shall bind Assignor and Assignee and their respective successors and assigns, including all subsequent owners of the Property and any assignee of the First Mortgage. All rights and remedies of Assignee hereunder are cumulative and in addition to all rights and remedies provided by law or in any other agreements between Assignor and Assignee.

12. In order to further secure the payment of all or any part of indebtednesses that may from time to time be secured by mortgages that are permitted under the First Mortgage, the liens of which mortgages shall be inferior in priority to the lien of the First Mortgage, Assignor may, from time to time, assign its rights, title, estates and interests in and to the Leases and the Rents upon terms and conditions satisfactory to Assignor in the manner specified in the First Mortgage; provided, however, that all such assignments shall be subject to the rights, title, estates and interests of Assignee under this Assignment in and to the Leases and the Rents.

13. This Assignment shall be governed by, and construed under, the laws of the State of South Carolina.

14. All rights of Assignee hereunder are prior and superior to the rights of DIC under the Purchase Money Note, the Purchase Money Second Mortgage and the Purchase Money Assignment.

15. Anything herein or in any other document or instrument described herein to the contrary notwithstanding, Assignee agrees to look solely to the Property and the Rents for the payment of the Secured Indebtedness, and neither Assignor nor any general or limited partner of Assignor shall have any direct or indirect liability for any deficiency or other personal money judgment with respect to payment of the Secured Indebtedness or otherwise.