

1154-319

(e) Subject to the approval of any landlord as may be required, the right, but not the obligation, to sell, transfer or otherwise assign its interest in the Leases, or any of them, to a third party and to be released from obligations heretofore assumed under 11(c) or 11(d).

(f) The right, but not the obligation, to surrender their rights as Assignees under the Leases, or any of them.

(g) The right to enforce such other rights and remedies as are available to Assignees at law or in equity.

Any expenses incurred by the Assignees hereunder, and any monies advanced by the Assignees, shall be added to the indebtedness covered by the Notes and shall be payable at the time for payment of the next regular installment of principal and interest under the Notes or such sooner time as may be provided due to a Default as defined in the Loan Agreements.

Any one of the Assignees may enforce its rights as collateral assignee hereunder insofar as its note and line are concerned.

12. No change, amendment, modification, cancellation or discharge hereof, or of any part hereof, shall be valid unless the Assignees shall have consented thereto in writing.

13. The terms, covenants and conditions contained herein shall bind the Assignor, its successors and assigns and shall inure to the benefit of the Assignees, their successors and assigns.

14. Assignees do hereby designate Bankers Trust of South Carolina, constituting one of the Assignees, as the party to whom all notices under this Assignment are to be sent.

15. Notices under this Assignment shall be in writing and shall be sent by certified or registered mail, return receipt requested, and shall be deemed to have been received three days after the same is deposited in a United States mail depository and addressed to the party at the address for said party shown on the first page of this Assignment, provided however each party may change its address by giving notice to the other parties in the manner set forth in this paragraph.

16. This Assignment shall be governed by and construed in accordance with the laws of the State of South Carolina.

17. Each provision hereof is intended to be separable. If any provision of this Assignment is determined by a record of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the balance of the provisions hereof, all of which shall remain binding and enforceable.