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STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GREENVILLE ) : CONDITIONAL ASSIGNMENT OF LEASE

WHEREAS, Seven Come Eleven, a general partnership, hereinafter referred to as "Owner" is the present owner in fee simple of real property located in Greenville, South Carolina, briefly described as follows:

ALL that piece, parcel or tract of land situate, lying and being on the southerly side of Pelham Road containing 4.4590 acres, more or less, as shown on a plat prepared by Dalton & Neves Co. dated June 22, 1984. Said deed being recorded in Deed Book 1217 at Page 482.

WHEREAS, First National Bank of South Carolina hereinafter referred to as "Mortgagee", is about to become the owner of a first mortgage loan to Owner in the amount of Three Million and no/100 (\$3,000,000.00) Dollars evidenced by a promissory note and secured by a first mortgage (deed of trust, loan deed or similar instrument) executed by Owner covering said property, and

WHEREAS, a considerable portion (or all) of said property has been demised to North Hills Medical Clinic, a partnership, under a lease dated 1 August 1984 for a term of ten (10) years after substantial completion of the building being constructed, which lease or memorandum thereof, has been duly recorded in the appropriate office in Deed Book 1219 at Page 663 hereunder referred to as "lease", and

WHEREAS, Mortgagee, as a condition to acquiring said mortgage loan has required as additional security for said loan a conditional assignment of owner's interest in said lease.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing and of the sum of One (\$1.00) Dollar paid by Mortgagee to Owner, the receipt whereof is hereby acknowledged by Owner, the said Owner hereby assigns, transfers and set over unto Mortgagee the said lease, as additional security, and for the consideration aforesaid, the Owner hereby covenants and agrees to and with Mortgagee that it will not, without the written consent of Mortgagee:

(a) Cancel said lease or accept a surrender thereof unless the Owner and said North Hills Medical Clinic shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new lease to provide for a rental not less than the rent payable under the cancelled lease and which shall not diminish the tenant's obligation to pay taxes and insurance to the extent that such obligations may exist under the cancelled lease, and which new lease shall run to a date which shall not be prior to the expiration of the said cancelled lease. Owner covenants and agrees to assign said new lease to Mortgagee in the same form and manner as he assigned the said cancelled lease.

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