

(c) Note in the principal sum of \$5,300,000.00 from Assignor payable to the order of the Company designated as "NOTE B" dated September 14, 1979, which note(s) is/are secured by a mortgage, on real property recorded in the Office of the R.M.C. for Greenville County, South Carolina.

2. Payment of all advances and other sums with interest thereon becoming due and payable to the Company under the provisions of said note(s) and mortgage(s) or any sums secured by said instruments.

3. Performance and discharge of each and every obligation, covenant and agreement of Assignor herein or arising from said note(s) and mortgage(s).

ASSIGNOR AGREES:

1. To faithfully abide by, perform and discharge each and every obligation, covenant and agreement of said lease by lessor to be performed; at the sole cost and expense of Assignor to enforce or secure the performance of each and every obligation, covenant, condition and agreement of said lease by the lessee to be performed; not to modify, extend or in any way alter the terms of said lease or accept a surrender thereof without the prior written consent of the Company; not to anticipate the rents thereunder, or to waive, excuse, condone or in any manner release or discharge the lessee thereunder of or from the obligations, covenants, conditions and agreements by said lessee to be performed, including the obligation to pay the rental called for thereunder in the manner and at the place and time specified therein, and Assignor does by these presents expressly release, relinquish and surrender unto the Company all his right, power and authority to amend, modify, cancel, or in any way alter the terms or provisions of said lease; provided, however, that notwithstanding the foregoing, with respect to all leases other than the Lease, dated April 18, 1979, between Assignor, as lessor, and Meyers-Arnold, as lessee, and the Lease, dated May 29, 1979, between Assignor, as lessor, and S & S Cafeteria, as lessee, the prior written consent of the Company shall not be required, if in the event of such cancellation, surrender, or termination, Assignor shall promptly relet the affected tenant space to a replacement tenant at the same or greater rent than was paid by the cancelled or terminated tenant, or, in the event of a modification or alteration, such modification or alteration shall not decrease the rent payable under the affected Lease, or, in the event of an assignment, the tenant or the Company shall continue to pay the same or greater rent than was paid before the assignment.

2. At Assignor's sole cost and expense to appear in and defend any action or proceeding arising under, growing out of or in any manner connected with the said lease or the obligations, duties or liabilities of lessor and lessee thereunder, and to pay all costs and expenses of the Company, including attorney's fees in a reasonable sum in any action or proceeding concerning said lease in which the Company may appear.

3. That should the Assignor fail to make any payment or to do any act as herein provided, then the Company, but without obligation so to do and without notice to or demand on Assignor, and without releasing Assignor from any obligation hereof, may make or do the same in such manner and to such extent as the Company may deem necessary to protect the security hereof, including

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