

(d) Consent to an assignment of the tenant's interest in said lease which will relieve the tenant of liability for the payment of rent and the performance of the terms and conditions of the lease.

(e) Accept a surrender or abandonment or vacation of the premises prior to the end of the term of the lease.

and any of the above acts, if done without the written consent of WACHOVIA, shall be null and void.

WACHOVIA, by acceptance of this assignment, covenants and agrees to and with OWNER that, until a default shall occur by OWNER in the performance of the covenants or in the making of the payments provided for in said mortgage or note, the said OWNER, for the consideration aforesaid, shall have the right to collect said rents, issues and profits from the above property in the same manner as if this assignment did not exist. The OWNER, in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage or note, hereby authorizes WACHOVIA at its option to enter upon the said mortgaged premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said mortgaged premises, the OWNER hereby authorizing WACHOVIA in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that the OWNER might reasonably so act. WACHOVIA shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within assignment and from the mortgaged premises, to any amounts due WACHOVIA from the OWNER under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of WACHOVIA.

The OWNER hereby covenants and warrants to WACHOVIA that it has not executed any prior assignment of said lease or rentals, nor has the OWNER performed any acts or executed any other instrument which might prevent WACHOVIA from operating under any of the terms and conditions of this assignment, or which would limit WACHOVIA in such operations; and OWNER further covenants and warrants to WACHOVIA that it has not executed or granted any modification whatever of said lease, either orally or in writing, and that the said lease is in full force and effect according to its original terms, and that there are no defaults now existing under the said lease. OWNER further covenants during the full term of the loan in connection with which this assignment is made to comply with all of the terms, conditions and covenants of the lease imposed upon the lessor so as to prevent any termination of the lease because of a default by the lessor.

This assignment shall continue in full force and effect until the note described above shall be paid in full and all the terms of the mortgage securing it have been fully satisfied, at which time this assignment shall be fully satisfied, cancelled and released and the release or cancellation of the mortgage shall constitute a release hereof.

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