

ARTICLE 36

Assignment of Rents in Event of Default

Effective as of the date of the happening of an event of default or breach of this Lease as set forth in Article 19, but subject to the rights of the holder of any mortgage or deed to secure debt to which this Lease is subject and subordinate, Lessee hereby assigns to Lessor, all of its right, title and interest in and to all present and future subleases and all rents due and to become due thereunder. After the effective date of such assignment, Lessor shall apply any net amount collected by it from subtenants to the net rent or additional rent due hereunder. In the event of the failure of any subtenant to pay subrent to Lessor pursuant to the foregoing assignment after the happening of any such event of default or breach of this Lease, any such rent thereafter collected by Lessee shall be deemed to constitute a trust fund for the benefit of Lessor.

ARTICLE 37

Restriction on Long Term Financing

Lessee further covenants and agrees that it will not enter into any long term financing, other than the loan of Jefferson Standard Life Insurance Company and the loan of Equipment Leasing Corporation and Triangle Construction Company, In., unless such financing is formally approved in writing by Jefferson Standard Life Insurance Company.

IN WITNESS WHEREOF, Lessor, by its proper officers, has executed this Lease Agreement and affixed its corporate seal, and Lessee has caused this Lease Agreement to be executed by its general partner, on the day and year first above written.

In the presence of:

A. C. Beeson, Jr.
James L. Hightower

LESSOR:

JEFFERSON STANDARD LIFE INSURANCE COMPANY

By:

[Signature]
 Vice President

LESSEE:

In the presence of:

Patrick H. Grayson, Jr.
Mary S. Martin

HALOH, INC.

By:

[Signature]
Tamara A. Watkins, Secretary