

in writing and sent by registered or certified mail, postage prepaid, return receipt requested, addressed to the party to receive such Notice at its address first set forth above or at such other address as such party may hereafter designate by Notice given in like fashion. Notices shall be deemed given when mailed. Notwithstanding the foregoing, routine communications such as ordinary distribution checks, copies of documents, etc. may be sent by ordinary first-class mail.

11. Miscellaneous Provisions.

11.1 Whenever the context so requires, reference herein to the neuter gender shall include the masculine and/or feminine gender, and the singular number shall include the plural.

11.2 All of the provisions of this Collateral Assignment of Leases and Rents shall be deemed and construed to be "conditions" and "covenants" as though the words specifically expressing or importing covenants and conditions were used in each separate provision hereof.

11.3 This Assignment is being delivered and is intended to be performed in the State of South Carolina and shall be construed and enforced in accordance with and governed by the laws of such state.

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

11.5 In the event there is any conflict between the terms and provisions of the Mortgage and the terms and provisions of this Assignment, the terms and provisions of this Assignment shall prevail.

11.6 The terms, covenants and conditions contained herein shall inure to the benefit of, and bind the Assignee and the Assignor and their respective successors and assigns or executors, administrators, successors and assigns, as the case may be.

11.7 The captions of this Assignment are for convenience and reference only and neither in any way define, limit, or describe the scope or interest of this Assignment nor in any way affect this Assignment.

11.8 In case any one or more of the provisions contained in this Assignment are, or shall for any reason be held to be, invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof or thereof, but each shall be construed as if such invalid, illegal or unenforceable provision had never been included.

IN WITNESS WHEREOF, the Assignor has caused these presents to be executed by the undersigned on the day and year first above written.