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1151-316

COLLATERAL ASSIGNMENT OF LEASES

COLLATERAL ASSIGNMENT OF LEASES made this 19 day of August, 1981 by Sam Solomon Company, Inc., a Delaware Corporation, having an office at P.O. Box 10327, 5000 La Cross Road, North Charleston, South Carolina 29411 (the "Assignor") to The First National Bank of Chicago, having an office at One First National Plaza, Chicago, Illinois 60670, and to Bankers Trust of South Carolina, having an office at 1301 Gervais Street, Columbia, South Carolina 29201, and the United States Trust Company, having an office at 45 Wall Street, New York, New York 10005, (being hereinafter jointly referred to as the "Assignees").

W I T N E S S E T H :

WHEREAS, Assignees are about to make available a line of credit (the "Line") of \$11,000,000.00 in the aggregate to Assignor, pursuant to three (3) separate notes (the "Notes") and other loan agreements (collectively referred to hereinafter as the "Loan Agreements"); and

WHEREAS, Assignees have required in conjunction with the making of the Line, that they receive security in the leases held by Assignor as tenant (the "Leases"), as collateral security for the payment of the Line, which Leases are described in Schedule A annexed hereto;

NOW, THEREFORE, in consideration of \$10.00 in hand paid by Assignees to Assignor and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby collaterally assign, transfer and send over to Assignees all of its right, title and interest under the Leases set forth in Schedule A, subject to the provisions of this assignment.

TO HAVE AND TO HOLD the same unto the Assignees, their successors and assigns, until such time as the Line has been terminated and until such time as the indebtedness evidenced by the Notes and the Loan Agreements and any renewals, extensions and/or modifications thereof shall have been paid in full for the purpose of further and collaterally securing payment of the indebtedness evidenced by the Notes, together with the interest thereon.

This instrument of assignment is delivered and accepted upon the following terms and conditions:

1. The Assignor represents and warrants to the Assignee as follows:
 - (a) That the Assignor has not executed any prior assignment of the Leases;
 - (b) That the Assignor has not executed or granted any modification of the Leases except as herein indicated; and
 - (c) That the Leases are in full force and effect and there are no defaults now existing thereunder and that assignor knows of no event which with the giving of notice or the passage of time would constitute a default thereunder.

2. The Assignor agrees that so long as the indebtedness under the Notes or any part thereof shall remain unpaid or the Line has not been terminated, it will make no other assignment, pledge or other disposition of the Leases, nor will it cancel the Leases or modify, alter or amend the Leases or assign the Leases or sublet the premises

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