GREETVILLE CO. S. C.

WHEREAS Nalley Commercial Properties, Inc., hereinafter referred to as "Owner," is the present owner in fee simple of the property briefly described as:

"All that piece, parcel or lot of land in the State of South Carolina, County of Greenville, bounded on the north by Sulphur Springs Road, on the east by Hunt's Bridge Road, and on the west by Farr's Bridge Road, and being more fully described as shown by deed recorded in Deed Book 770 at page 203 in the RMC Office for Greenville County."

AND, WHEREAS Cameron-Brown Company, a Corporation of the State of North Carolina, having its principal office in the City of Raleigh in said state, hereinafter referred to as "Cameron-Brown", has agreed to make loans to the Owner in the maximum amount of Two Hundred Fifty Thousand (\$250,000.00) Dollars, to be evidenced by promissory notes secured by a first mortgage to be executed by Owner covering said property; and,

WHEREAS a portion of said property has been demised to Emery Stores, Inc. - Carolina, under a lease dated October 1, 1965, for a term of years, which lease has been duly recorded in the RMC Office for Greenville County in Deed Book _____ at page ____, hereinafter referred to as "lease"; and

WHEREAS Cameron-Brown Company as a condition to making said mortgage loans has required as additional security for said loan a conditional assignment of Owner's interest in said lease;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing and the sum of One Dollar (\$1.00) paid by Cameron-Brown to Owner, the receipt whereof is hereby acknowledged by Owner, the said Owner hereby assigns, transfers and sets over unto Cameron-Brown the said lease as additional security; and for the consideration aforesaid, the Owner hereby covenants and agrees to and with Cameron-Brown that it will not, without the written consent of Cameron-Brown

(a) Cancel said lease or accept a surrender thereof unless the Owner and said Emery Stores, Inc. - Carolina, shall execute a new lease which shall go into effect prior to or simultaneously with said cancellation and surrender, said new

(Continued on next page)