BOOK 1009 PAGE 4 40

The undersigned Assignor does hereby covenant that it is, at the present time, in possession of the premises described in the foregoing Lease under the terms and conditions therein set out. None of the rent which the undersigned Assignor is required to pay under said Lease has been prepaid and the undersigned will not prepay any of the rent or modify or change any of the terms of the Lease without the written approval of Assignees.

IN WITNESS WHEREOF, the undersigned Assignor has hereunto set its hand and seal the day and year first above written.

In the Presence of:

CHURCH STREET PROPERTIES LIMITED

PARTNERSHIP

U. S. SHELTER CORPORATION

GENERAL PARTNERS

STATE OF SOUTH CAROLINA)

GREENVILLE) COUNTY OF

PERSONALLY appeared before me the undersigned witness and made oath that (s)he saw Church Street Properties Limited Partnership, by U. S. Shelter Corporation, by N. Barton Tuck, Jr., as President of U. S. Shelter Corporation and N. Barton Tuck, Jr., individually, as General Partners in the above Partnership, sign, seal and as the act and deed of said Partnership deliver the within Assignment of Lease, and that (s)he, with the other subscribing witness, witnessed the execution thereof.

SWORN TO before me this

day of October, 1974.

Donna a. Kerns

My Commission Expires: 5/6/81

11150 RECORDED OCT 30'74