The Assignor agrees that, without having first obtained written consent from Assignee, the Assignor will not make any change or modification in any lease covering said property, or the improvements or personal property thereon, and will not exercise any option contained in any lease or take action to forfeit same; and will not collect or accept payment of any rental for more than one month in advance, except as may be required to be paid in advance by the express terms of the lease or leases; and unless such consent is first obtained, no change, modification, payment or exercise of option or forfeiture so made shall be valid or effective as against Assignee.

Assignor further agrees to promptly inform Assignee in writing of notices received from any lessee with respect to any obligation or default under any lease. Assignor also agrees to perform all obligations binding on lessors under all leases referred to herein.

The Assignor agrees that the collection of such rents and income by Assignee shall in no way relieve Assignor from any of the obligations imposed upon Assignor by said Note, Mortgage and Loan Agreement and shall not constitute a waiver of Assignee's right to accelerate the maturity of said indebtedness nor of Assignee's right to proceed with the enforcement of said Mortgage, in the event default is made in the payment of said Note or any part thereof or in the event of the breach of any of the covenants contained in said Mortgage or Loan Agreement, the purpose of this instrument being to give Assignee the right, if it so desires, prior to and during foreclosure, to collect such rents and income and after paying all collection expense, to apply the same as far as same will go toward making good any default. Neither the acceptance of this Assignment by the Assignee nor any act of Assignee hereunder shall be construed as a waiver of the priority of the lien of said Mortgage as to any lease or contract pertaining to said property, or the improvements or personal property thereon, made subsequent to the date of said Mortgage or as to any lease or contract pertaining to said property, or the improvements or personal property thereon, which is subordinated to said Mortgage.

This Assignment shall be binding upon and shall inure to the benefit of the legal representatives, heirs, successors and assigns, respectively, of the Assignor and Assignee; and shall terminate and become null and void upon full and final payment of the Note secured by the aforementioned Mortgage.

Whenever used herein the term "Mortgage" shall also mean a Deed of Trust, Deed to Secure Debt or any other security instrument which is used to secure the indebtedness evidenced by the Note as may be applicable.

> MAY EXECUTED this ar I day of

Signed, sealed and delivered in the presence of:

GEORGIA-CAROLINA INDUSTRIAL PARK VENTURE.

South Carolina partnership

ackerman

RONALD SLACK

RAYMOND COSBY

HATEZELE

BRUCE

THOMAS

UPCHURCH

(Continued on next page)