

first above set forth, and each party hereto shall have the right to change its address referred to above, by specifying any other address in the United States upon giving 15 days notice thereof to the other parties hereto. All notices and other communications hereunder mailed as aforesaid shall be deemed to have been given 3 days after the date of such mailing.

13. If any term or provision of this assignment or any application thereof shall be invalid or unenforceable, the remainder of this assignment and any other application of such term or provision shall not be affected thereby.

14. Anything in this assignment to the contrary notwithstanding and irrespective of any breach, incompleteness or inaccuracy of any statement, certification, representation, warranty, covenant, agreement or understanding of any nature whatsoever made by the Assignor or any partner of the Assignor, no recourse shall be had for any claim based hereon against the Assignor or any partner of Assignor, or any predecessor or successor partnership of the Assignor, either directly or through the Assignor or through any predecessor or successor partnership of the Assignor, or under any rule or law, statute or constitution, or by the enforcement of any assessment or penalty, or otherwise; it being expressly understood that this assignment and all obligations thereunder of the Assignor are solely non-recourse obligations and that all such liability of the Assignor, its partners, is and is to be by the acceptance by the Company of this assignment expressly waived and released as a condition of and as consideration for, the execution and delivery of this assignment, provided, however, that nothing contained herein shall be taken or construed to prevent recourse to or enforcement of all liabilities, obligations and undertakings of the Assignor contained in this assignment against the rents, issues and profits of the Premises.

15. This assignment shall be binding upon the parties hereto and upon their respective successors and assigns. This assignment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument. This assignment shall be construed in accordance with and be governed by the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed and sealed by their respective signatories thereunto duly authorized, all as of the date