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GREENVILLE CO. S.

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ASSIGNMENT

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For value received, the receipt of which is hereby acknowledged, the undersigned hereby assigns, transfers and sets over to The Chase Manhattan Bank (National Association) ("the Bank"), its successors and assigns, and hereby grants to the Bank, its successors and assigns, a security interest in, any and all Revenues (as defined in the County Loan Agreement referred to below) owing and to be owing, due or to become due, and any other rights and remedies of every kind and description of the undersigned, under or arising out of that certain Loan Agreement dated as of November 1, 1975 ("the County Loan Agreement") between the undersigned and Michelin Tire Corporation, a New York corporation.

The Bank shall have no obligation, duty or liability under the County Loan Agreement nor shall the Bank be required or obligated in any manner to fulfill or perform any obligation, covenant, term or condition thereof or thereunder or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim, or to take any other action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled hereunder at any time or times. The undersigned shall at all times remain liable to observe and perform all of its covenants and obligations under the County Loan Agreement.

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