

STATE OF SOUTH CAROLINA)
) ASSIGNMENT AND ASSUMPTION OF LEASE
COUNTY OF GREENVILLE)

WHEREAS, on the 21st day of October, 1976, a Lease Agreement was executed by and between George N. Gault and Kenneth M. Williams, as Landlord, and G. Franklin Mims and T. J. Mims, as Tenant, covering a tract of land located on the western side of Laurens Road at the intersection of Kellett Drive in Greenville County, South Carolina, a Short Form Lease having been recorded on November 22, 1976 in the R.M.C. Office for Greenville County, South Carolina in Deed Book 1046, at Page 608; and

WHEREAS, the parties have agreed that the right, title and interest of G. Franklin Mims and T. J. Mims, as Tenant under the above described Lease Agreement, shall be assigned and transferred to Valetap Enterprises Limited Partnership, a limited partnership formed under the South Carolina Uniform Limited Partnership Act;

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, G. Franklin Mims and T. J. Mims, (hereinafter referred to as "Assignor"), for good and valuable consideration, do hereby assign, transfer and set over unto Valetap Enterprises Limited Partnership, a limited partnership formed under the South Carolina Uniform Limited Partnership Act, (hereinafter referred to as "Assignee"), all of the Assignor's right, title and interest under and by virtue of the above described Lease Agreement by and between George N. Gault and Kenneth M. Williams, as Landlord, and G. Franklin Mims and T. J. Mims, as Tenant, dated October 21, 1976 and amended by document entitled "First Amendment of Indenture of Lease", dated July 7, 1977, together with any and all improvements, appurtenances, rights, privileges and easements benefiting or belonging thereto, the property covered by said Lease Agreement being more particularly described on the attached Exhibit "A".

In consideration of the foregoing Assignment, the Assignee does hereby covenant and agree with the Lessor and Assignor that it will, from and after date hereof, without demand, punctually perform each and every obligation imposed upon the Assignor by and under the terms and provisions of the aforesaid Lease Agreement.

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