

That the Assignee, in further consideration of the within Assignment, does agree to indemnify and hold harmless the Assignors from and against any matter which may arise at any time by virtue of the failure of the Assignee to comply with any of the terms of the Lease hereby assigned.

IN WITNESS WHEREOF, the parties have executed this Assignment at Greenville, South Carolina, the day and year first above written.

In the Presence of:

R. David Mason
Melissa Parks

ASSIGNORS:

Jerry F. Smith
Jerry F. Smith
Hazel Z. Smith
Hazel Z. Smith
James F. Zupan
James F. Zupan
Aileen L. Zupan
Aileen L. Zupan

Margaret Queen
Harold H. Debenough

ASSIGNEE:

METROMONT MATERIALS CORP.

BY Richard H. Penning
AND Douglas L. Blackwell

FOR VALUE RECEIVED, Cecil T. Wilhoit, Jr. and Randall R. Wilhoit, the Lessors of the Lease hereby assigned, by Jerry F. Smith, Hazel Z. Smith, James F. Zupan and Aileen L. Zupan, to Metromont Materials Corp., do hereby accept and agree to such assignment to Metromont Materials Corp. as Assignee and Cecil T. Wilhoit, Jr. and Randall R. Wilhoit specifically acknowledge and agree that said Lease Agreement is not now in default and that Metromont Materials Corp. shall this date become the Lessee of said Lease as if originally named therein, with all of the rights and duties attendant thereto.

OCTOBER, 1979

WITNESSES:

Louise H. Blake
Bernard H. Miller

Cecil T. Wilhoit, Jr.
Cecil T. Wilhoit, Jr.
Randall R. Wilhoit
Randall R. Wilhoit