

S.C.  
1982  
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1171-205

ASSIGNMENT OF LEASES

THE STATE OF SOUTH CAROLINA  
COUNTY OF GREENVILLE

THIS ASSIGNMENT OF LEASES (hereinafter referred to as the "Assignment"), made and entered into to be effective as of the 28<sup>th</sup> day of July, 1982, by and between BTP CAPITAL CORP., a Texas corporation (hereinafter referred to as "Assignor") and INDEPRO PROPERTY FUND I, L. P., a Delaware limited partnership (hereinafter referred to as "Assignee");

W I T N E S S E T H:

WHEREAS, Assignor has this day conveyed to Assignee all its right, title, and interest in and to the real property (hereinafter referred to as the "Property"), described in Exhibit A attached hereto and incorporated herein by reference, and the office building situated thereon (hereinafter referred to as the "Office Building," and the Property and the Office Building hereinafter collectively referred to as the "Premises"); and,

WHEREAS, Assignor has entered into or is the owner of certain lease agreements with third parties covering space in the Premises (hereinafter referred to as the "Leases"), which Leases are described in Exhibit B attached hereto and incorporated herein by reference; and,

WHEREAS, Assignor desires to convey to Assignee all of Assignor's right, title and interest in and to the Leases and in and to all security and other deposits for the Leases (hereinafter referred to as the "Deposits"); and,

WHEREAS, Assignee desires Assignor to convey to Assignee all of Assignor's right, title and interest in and to the Leases and Deposits.

NOW, THEREFORE, for and in consideration of the premises and the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Assignor, Assignor and Assignee do hereby covenant and agree as follows:

1.

Assignment

Assignor does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER AND DELIVER unto Assignee, its successors and assigns, all of the right, title and interest of Assignor in and to the Leases and Deposits.

2.

Assumption

Assignee shall and does hereby assume and agree to observe and perform all obligations and duties of Assignor as landlord under the Leases, arising from and after the date hereof.

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E. J. A.  
R. A. W.

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