SWORN to before me this 14th day of October, 1977. Notary Public for S. C k¥ My Commission Expires: 1/2/84 Recorded October 19, 1977 to For value received we hereby transfer, assign without recourse to Garrett & Garrett a General Partnership the above conditional Assignment of Lease. in wiyness, whereof, the undersigned, by its duly authorized of ther, has set its hand and seal this 5th day of October 1982 The Citizens & Southern National g Witnesses DeFoy E. Cudd V ASSIGNMENT - TECORDED DONNIE S.F. RK. ASLEY 1067 PAGE 31 ZENS AND SOUTHERN NATIONAL BANK GREENVILLE, SOUTH CAROLINA

CONDITIONAL ASSIGNMENT OF LEASE

GARRETT & GARRETT, a General Partnership Greenville bereinafter referred to as "OWNER," is the present owner in fee simple of real property located in County, South Carolina, briefly described as follows: 3 acres at the northeaster corner of the intersection of U. S. Highway No. 276 with Fairview 3 acres at the northeastern Road in the Town of Simpsonville, South Carolina,

Citizens and Southern National Bank of South Carolina office in the City of Greenville in said State, hereinafter referred to as "MORTGAGEE," is about to become the owner of a mortgage loan to OWNER in the amount of NINETY THOUSAND AND NO/100 (\$90,000.00) evidenced by a promissory note and secured by a first mortgage (deed of trust, loan deed or similar instrument) executed by WHEREAS, a considerable portion (or all) of said property has been demised to SPARTAN FOOD SYSTEMS, OWNER covering said property, and , a corporation of the State of South Carolina , 1977 for a term of years, which consume x means and the consumer of the cons INC., , hereunder referred to as "lease," and October under a lease dated as additional security for said loan a conditional assignment of OWNER'S interest in said lease,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that in consideration of the foregoing and of the sum of One Dollar (\$1.00) paid by MORTGAGEE to OWNER, the receipt whereof is hereby acknowledged by OWNER, the said OWNER hereby assigns, transfers and sets over unto MORTGAGEE the said lease, as additional security; and for the consideration aforesaid, the OWNER hereby covenants and agrees to and with MORTGAGEE that it will not, without the written consent of MORTGAGEE,

(a) Cancel said lease or accept a surrender thereof unless the OWNER and said Spartan Food Systems,