

possession of the premises and is currently in sole, exclusive and peaceful possession thereof; (b) the Lease is presently in full force and effect in accordance with its terms; (c) no default in the obligations of Assignor has occurred under the Lease as of the date hereof (which has not been waived by Lessor and/or Mortgagee, as the case may be) and no event has occurred which, by the passage of time or the expiration of any grace period provided in the Lease, would constitute such a default; (d) no damage, destruction or condemnation has occurred with respect to the premises or any portion thereof from the date of execution of the Lease; (e) there has been no amendment, modification or addition to the Lease since the date of its execution and, hereafter, Assignor will not make or enter into any such amendment, modification or addition without giving prior written notice to and obtaining the prior written consent of Assignee.

This Assignment shall inure to the benefit of, and bind the parties hereto and their respective successor and assigns.

IN WITNESS WHEREOF, the corporate parties hereto have caused the corporate seal of each to be affixed hereto and these presents subscribed by the duly authorized officials of each, and the individuals consenting hereto have hereunto set their hands and seals in duplicate on the date first above written.

As to each Signer, signed, sealed and delivered in the presence of:

[Signature]

[Signature]
AS TO ASSIGNOR

SEAY ENTERPRISES, INC. (L.S.)

By: [Signature]
Its President and Treasurer
and

By: [Signature]
Its Secretary
ASSIGNOR

ACKNOWLEDGEMENT AND CONSENT

BANKERS TRUST OF SOUTH CAROLINA (L.S.)

By: [Signature]

Its ASSISTANT CASHIER

By: [Signature]

Its Vice President

[Signature]

[Signature]

AS TO ASSIGNEE

ASSIGNEE

[Signature]
Edgar F. Seay, Guarantor

[Signature]
Nancy Seay, Guarantor

[Signature]

[Signature]

AS TO GUARANTOR

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