

(2) Seller hereby grants, bargains, sells, transfers and sets over unto Purchaser all of the building and related improvements (the "Building Improvements") located on the Land, all of which Building Improvements are owned by the Sellers and consist of a Ramada Inn and related facilities, to have and to hold all and singular the Building Improvements to the Purchaser, its successors and assigns, for its and their own use forever;

(3) Seller hereby grant, bargains, sells, transfers and sets over unto Purchaser all of the Trade Equipment as defined in a certain Agreement dated May 1, 1973, between Seller and Purchaser for the sale of the Ramada Inn property located on the Land, such Trade Equipment including all of the furniture, fixtures, furnishings and trade equipment including china, glass, silverware, paper supplies and other personal property reasonably necessary for operation of the said Ramada Inn, including but not limited to all of the property which is listed and described in Schedule B hereto all of which is located at the Ramada Inn on the Land (the "Trade Equipment"), to have and to hold all and singular the Trade Equipment to the Purchaser, its successors and assigns, for its and their own use forever...

(4) The interest transferred of the Building Improvements and the Trade Equipment in Sections 2 and 3 hereof is that of absolute ownership. The Seller hereby covenants and warrants to the Purchaser, its successors and assigns, that the Seller is the lawful owner of the Building Improvements and the Trade Equipment and has good and lawful right to sell the same and that Seller's title to the Building Improvements and the Trade Equipment is free and clear of all liens, claims, charges and encumbrances, other than a certain Mortgage dated February 1, 1971, by Greenville Properties, Inc. and Kingsroads Development Corporation, a South Carolina corporation, in favor of The Prudential Insurance Company of America covering the premises described in Schedule A together with the improvements located thereof, which Mortgage was recorded on February 1, 1971, in the office of Mesne Conveyances of Greenville County, South Carolina, in Mortgage Book 1179 at Page 383. The Seller further covenants and agrees that it will defend said title against any demands and claims of any persons.

(5) Seller hereby covenants and warrants unto Purchaser that it has the right to make this Assignment and that it has not performed any act, or executed any instrument which might prevent Purchaser from operating under any of the terms and conditions of the Assignment or which would limit Purchaser in such operations; and Seller further covenants and warrants that it has not executed or granted any modifications whatsoever of the Land Lease other than as recited heretofore and that the Land Lease as amended is in full force and effect according to its terms, and that there are no defaults now existing under said Lease as amended;

(6) Purchaser hereby accepts the foregoing Land Lease in accordance with and subject to all the terms and conditions thereof and agrees to pay the rental and perform all the obligations of the lessee thereunder;

(7) This Assignment shall be effective as of the date hereof;

(8) All the covenants and agreements hereinabove contained shall apply to and bind their heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be duly executed as of the date first hereinabove written.

(CONTINUED ON NEXT PAGE)