

GREENVILLE, S.C.

ASSIGNMENT OF LESSEES' INTEREST IN LEASE

THE ASSIGNMENT made this 24th day of April, 1984 by Pathology Associates of Greenville, P.A. (herein called the "Assignors") to the First National Bank of South Carolina (herein called the "Assignee"),

WITNESSETH:

FOR VALUE RECEIVED and in consideration of Assignee's loan of Two Hundred Thousand (\$200,000.00) Dollars to Pathology Partnership of Greenville, the Assignors hereby grant, transfer and assign to the Assignee, its successors and assigns all of the right, title and interest of the Assignors in and to that certain Lease, with modifications, if any, dated April 28, 1982, by and between Greenville Medical Partnership, the Lessor, and Pathology Associates of Greenville, P.A., as Lessee, said lease covering that property located at #8 Memorial Medical Court, Greenville, South Carolina.

For the purpose of securing payment of such debt of Pathology Partnership of Greenville or any other debts owned by said partnership, to the Assignee.

THE ASSIGNEE AGREES THAT:

Upon the payment in full of all indebtedness secured hereby, this Assignment shall become and be void and of no effect.

THE ASSIGNORS AGREE, JOINTLY AND SEVERALLY, WITH RESPECT TO THE LEASE THAT:

1. The Assignors will: fulfill and perform each and every condition and covenant of the Lease to be fulfilled or performed; give prompt notice to the Assignee of any notice of default by the Assignors under the Lease together with a complete copy of any such notice; at the sole cost and expense of the Assignors, comply with each and every covenant and condition of the Lease; not modify nor in any way alter the terms of the Lease; not terminate the term of the Lease nor surrender the Lease unless required to do so by the terms of the Lease; not anticipate the rents thereunder for more than 30 days prior to accrual; and not waive nor release any obligations or conditions by the owner/lessor to be performed.

2. The Assignee shall not be obligated to perform or discharge any obligation under the Lease, or under or by reason of this Assignment, and the Assignors hereby agree to indemnify the Assignee against and hold it harmless from any and all liability, loss or damage which is, may or might incur under the Lease or under or by reason of the Assignment and of, and from any claims and demands whatsoever which may be asserted against it by reason of any alleged obligation or undertaking on its part to perform or discharge any of the terms of the Lease.

3. This Assignment shall inure to the benefit of the successors and assigns of the Assignee and shall bind the Assignors' legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Assignors have duly executed this Assignment the day and year first above written.

Handwritten signatures of assignors: H. C. ... E. ... D. ... C. ...

PATHOLOGY ASSOCIATES OF GREENVILLE, P.A.

By: [Signature] MD Its President

By: [Signature] Its Secretary

400 3 11A01

1215 653

4328-172