

set out in Contract of Purchase and Sale dated February 23, 1972, between the undersigned parties;

NOW, THEREFORE, in consideration of the premises, and in further consideration of the agreements of Assignee and Guarantor contained in the aforesaid Contract of Purchase and Sale and herein, said undersigned Lessee does hereby assign and set over unto Assignee, and unto Assignee's successors in interest and assigns, all of the right, title and interest of Lessee in and to that certain leasehold estate conveyed by Lease Agreement dated June 15, 1962, by and between Main-Oak Corporation, Lessor, and L. F. Matthews, D. M. Carothers, James M. Grisebaum and James C. Berry, Lessees, and hereinabove identified.

Included in this Assignment is all of the right, title and interest of the undersigned in and to all improvements now constructed or placed upon the property described in said Lease Agreement, but subject to the following terms and conditions:

1. This Assignment shall be effective as of and after 12 o'clock noon, March 29<sup>th</sup>, 1972.
2. This Assignment shall be and is hereby agreed to be irrevocable and shall become binding and the executed agreement of the undersigned (effective as of the aforesaid date and time) upon delivery of a signed, sealed and notarized copy hereof to Assignee, whether said delivery shall be effected before or after the effective date hereof.
3. No subsequent agreement or confirmation, written or oral, shall be required to render this Assignment effective as of and after the aforesaid date and time.
4. Pursuant to the foregoing, and without limiting the generality of this Assignment, it is agreed that Assignee shall make all rental payments to Main-Oak Inn Corporation, commencing with the rental installment due April 1, 1972, and shall otherwise