

STATE OF GEORGIA
COUNTY OF FULTON

ASSIGNMENT

FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, the undersigned, SWS INVESTMENTS, INC., a Georgia corporation, hereafter referred to as "Assignor," does hereby sell, transfer, assign and convey and deliver unto HARVEY SAKS and JACOB GOLDBERG, of Cleveland, Ohio, hereafter collectively referred to as "Assignee," all of the right, title and interest and privileges of Assignor in, to and under the following:

1. Management Agreement dated March 20, 1979, by and between SWS Investments, Inc., as owner, and Horizons Hospitality Management, Inc., as manager, with respect to management operations of two Holiday Inn motels in Greenville, South Carolina;
2. Memorandum of Management Agreement dated March 20, 1979, by and between SWS Investments, Inc., as owner, and Horizons Hospitality Management, Inc., as manager, recorded on March 20, 1979, at Deed Book 1093, page 912, in the R.M.C. Office for Greenville County, South Carolina;
3. Agreement dated March 20, 1979, by and between Horizons Hospitality Management, Inc., as assignor, and SWS Investments, Inc., as assignee.

The above items are sold, transferred, assigned, conveyed and delivered subject to the following:

1. Promissory note dated March 20, 1979, in the amount of \$400,000.00 executed by SWS Investments, Inc. in favor of Horizons Hospitality Management, Inc.
2. Promissory note dated March 20, 1979, in the amount of \$7,500.00 executed by SWS Investments, Inc. and Horizons Hospitality Management, Inc. in favor of Cummings, Horsely and Dunlevie, Inc.
3. Promissory note of SWS Investments, Inc. and Horizons Hospitality Management, Inc. dated March 20, 1979, in the amount of \$7,500.00 payable to George H. Johnson.

This Assignment carries with it all the rights of Assignor under the aforesaid, and Assignor shall have no further rights or privileges under any of the matters described above.

Assignee does hereby accept the assignment of all the foregoing items, subject to all the provisions of the documents described above. By acceptance of the same, Assignee in no way assumes or undertakes any personal liability or responsibility for the payment of any sums or the performance of any obligations placed upon Assignor by any such agreement. Assignee shall hereafter possess all the rights of Assignor under the aforesaid.

This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, administrators, executors and assigns.

THIS INSTRUMENT PREPARED BY:
Wesley B. Warren, Jr.
Wesley B. Warren, Jr.
350 First National Bank Building
Decatur, Georgia 30030

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