

BY ACCEPTANCE of this Transfer and Assignment, Grantee, for itself and its successors and assigns, does hereby assume and agree to perform all of Grantor's covenants, obligations and undertakings under the said Indenture of Lease, as amended, and under the said Lease Agreement and to indemnify and hold harmless Grantor from and against any and all claims or demands hereafter made or asserted against Grantor by reason of said Indenture of Lease or Lease Agreement and arising from and after the date hereof and any and all loss, cost, damage or expense (including attorneys' fees) arising therefrom.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed and their seals to be affixed hereunto on the day and year first above written.

RA Black
Witness

John M. Millkey
Witness

GREENVILLE OFFICE ASSOCIATES,
LTD., a Georgia Limited
Partnership, by its sole
General Partners

H. Terrell Smith, Jr. (SEAL)
H. Terrell Smith, Jr.

R. McKenzie Smith (SEAL)
R. McKenzie Smith

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